



# Town of Johnstown

## TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO  
Monday, March 15, 2021 at 7:00 PM

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**MISSION STATEMENT:** *“The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community.”*

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## AGENDA

### CALL TO ORDER

**Pledge of Allegiance**

### ROLL CALL

### AGENDA APPROVAL

### SPECIAL PRESENTATIONS

- [1.](#) Proclamation Declaring Eat Meat Day on March 20, 2021

### PUBLIC COMMENT

*Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.*

### CONSENT AGENDA

*The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.*

- [2.](#) March 1, 2021 Minutes
- [3.](#) List of Bills
- [4.](#) February Financial Statements
- [5.](#) Water and Sewer Service Agreement Atlas Storage

### TOWN MANAGER REPORT

- [6.](#) Town Manager's Report

### TOWN ATTORNEY REPORT

### PUBLIC HEARING

- [7.](#) Public Hearing - Ordinance 2020-194, An Ordinance Repealing and Readopting Article V of Chapter 11 of the Johnstown Municipal Code Concerning Public Parks
- [8.](#) Public Hearing - Thompson River Ranch Filing No. 8

## **NEW BUSINESS**

- [9.](#) Subdivision Development and Agreement - Thompson River Ranch Filing #8
- [10.](#) Water and Sewer Service Agreement - Thompson River Ranch Filing No. 8

## **COUNCIL REPORTS AND COMMENTS**

## **MAYOR'S COMMENTS**

## **INFORMATIONAL ITEMS**

## **ADJOURN**

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### **AMERICANS WITH DISABILITIES ACT NOTICE**

**In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.**

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*The Community That Cares*

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**TOWN OF JOHNSTOWN, COLORADO  
PROCLAMATION  
DECLARING “EAT MEAT DAY” ON MARCH 20, 2021**

WHEREAS, the Town Council of the Town of Johnstown (“Town”) is proud of its agricultural heritage and the cattle and livestock production in and around the Town, and desires to honor the farmers and ranchers and all other persons involved in the meat industry; and

WHEREAS, the Town Council recognizes that farming and ranching is, and has been since the Town’s formation, a core component of the Town and that, because of the hard work and effort of farmers and ranchers, the Town has grown, prospered and developed into the remarkable community that it is today; and

WHEREAS, the Town Council appreciates that farmers and ranchers, who have persevered through good and difficult times, have continued to provide sustainable and wholesome food to the people of the Town, the State of Colorado and beyond; and

WHEREAS, the Town Council acknowledges that, not only do the farmers and ranchers provide sustenance to the Town, the farmers and ranchers have sustained, and continue to sustain, the economy in and around the Town by providing significant employment and related economic benefits; and

WHEREAS, the Town Council values and honors the Town’s farmers and ranchers and all other persons who facilitate the production of meat in and around the Town; and

WHEREAS, to show its appreciation and its support for the industry, the Town Council desires to designate March 20, 2021, as “Eat Meat Day.”

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF  
THE TOWN OF JOHNSNTOWN, COLORADO, THAT:**

1. March 20, 2021, is hereby declared to be “Eat Meat Day.”
2. The Town Council encourages persons in and around the Town of Johnstown to join them in consuming meat on March 20, 2021.

**PROCLAIMED, ADOPTED, AND APPROVED** at a regular meeting of the Town Council of the Town of Johnstown on this \_\_\_ day of March, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST

By: \_\_\_\_\_  
Gary Lebsack, Mayor

By: \_\_\_\_\_  
Diana Seele, Town Clerk



# Town of Johnstown

## TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO  
Monday, March 01, 2021 at 7:00 PM

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### MINUTES

#### CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

#### ROLL CALL

##### PRESENT

Mayor Gary Lebsack  
Councilmember Chad Young  
Councilmember Amy Tallent  
Councilmember Kevin Lemasters  
Councilmember Troy Mellon

##### ABSENT

Councilmember Damien Berg  
Councilmember Jesse Molinar Jr.

The following staff members were also present in the meeting: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani, Public Works Director, Brian Phillips, Police Chief and Jamie Desroiser, Communications Manager.

#### AGENDA APPROVAL

Motion made by Councilmember Lemasters, seconded by Councilmember Young to approve the Agenda as submitted. Motion carried with a roll call vote.

#### PUBLIC COMMENT

Richard Rainford of 1233 S County Road 3, Johnstown, suggested Council consider including as part of the contractor's requirements to notify all property owners who may be affected by the construction work being done.

#### CONSENT AGENDA

Motion made by Councilmember Tallent, seconded by Councilmember Lemasters to approve the Consent Agenda. Motion carried with a roll call vote.

1. Minutes - February 17, 2021
2. Agreement Concerning Maintenance of Roadway Improvements and Water Dedication 106 E S. First Street



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## **NEW BUSINESS**

1. Award Contractor for Sewer Interceptor Project - Phase 1- This is a request to approve the selection of Connell Resources, Inc. to construct the Central Phase 1 Interceptor Project and Lift Station. Motion made by Councilmember Lemasters, seconded by Councilmember Tallent to award Connell Resources, Inc. as the Construction Manager at Risk Contractor for the Central Phase One Sanitary Sewer Project and authorize the Town Manager to sign the contract with Connell Resources, Inc. with a Gross Maximum Price not to exceed \$10,000,000. Motion carried with a roll call vote.
2. Award Contract - Water Storage Tank Roof Repair - This is a request to award a contract to Tanco Engineering to replace the South Storage Tank Roof to a steel domed roof. The roof at the south water storage tank is in need of replacement. Staff solicited bids from pre-selected contractors that were best qualified to perform the work. Based upon the quotes Tanco Engineering submitted the lowest. Motion made by Councilmember Tallent, seconded by Councilmember Young to award the contract to Tanco Engineering in an amount of \$129,000. Motion carried with a roll call vote.

## **EXECUTIVE SESSION**

An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding an economic development project.

An executive session to discuss the acquisition of water interests pursuant to C.R.S. Section 24-6-402(4)(a).

Motion made by Councilmember Mellon, seconded by Councilmember Young to recess into Executive Session at 7:42 p.m. Motion carried with a roll call vote.

## **ADJOURN**

The meeting adjourned at 8:28 p.m.

Mayor

Town Clerk

**Town of Johnstown**  
**List of Bills - February 9, 2021 - March 8, 2021**

| <u>Vendor</u>                          | <u>Description</u>              | <u>Dept.</u> | <u>Amount</u> |
|----------------------------------------|---------------------------------|--------------|---------------|
| 4990 Ronald Reagan LLC                 | Police substation lease         | PD           | 3,039.50      |
| A & E Tire Inc                         | Tires                           | PD           | 248.50        |
| Ace Hardware                           | Supplies                        | PW           | 656.90        |
| Aclara Technologies LLC                | Annual maintenance              | PW           | 6,370.00      |
| Adamson Police Products                | Uniforms                        | PD           | 275.85        |
| Advanced Mechanical Services, Inc      | New VFD                         | PW           | 18,730.00     |
| All Copy Products, Inc                 | Printer supplies                | PD           | 443.45        |
| Anchor Auto Glass & Tint, LLC          | Windshield repair               | PD           | 707.16        |
| Aqua Backflow, Inc.                    | Backflow tracking program       | PW           | 400.00        |
| Arrowhead Scientific Inc.              | Lab supplies                    | PD           | 311.20        |
| Black Sheep Eatery                     | SB20B-001 - Grant               | ADM          | 3,500.00      |
| Bobcat of the Rockies                  | Supplies/repair                 | PW           | 127.56        |
| BPS Tactical, Inc.                     | Uniforms                        | PD           | 3,681.00      |
| Brandon Dudley                         | Training                        | PD           | 850.00        |
| Browns Hill Engineering & Controls     | Scada and equipment repairs     | PW           | 24,648.30     |
| Burns & McDonnell Engineering Co Inc.  | Testing labs                    | PW           | 8,750.67      |
| Canterberry Construction Mgmt Services | CMAR service                    | PW           | 5,750.00      |
| Canyon Systems, Inc.                   | Supplies/repair                 | PW           | 952.77        |
| Card Services                          | Miscellaneous                   | ALL          | 8,115.48      |
| Caselle, Inc                           | Module and software support     | ADM          | 5,600.00      |
| CCNC, Inc                              | Membership                      | PD           | 100.00        |
| CDR Propane Services, LLC              | Propane                         | PW           | 1,980.00      |
| CDW Government                         | Vehicle computer                | PD           | 3,137.68      |
| Central Square Technologies, LLC       | Software                        | ADM          | 7,038.64      |
| CenturyLink                            | Phone service                   | PW           | 253.39        |
| Chessica Devereaux                     | Property reimbursement          | PD           | 150.00        |
| Cintas                                 | Mat service                     | PW           | 432.91        |
| Colorado Analytical Labs               | Lab testing                     | PW           | 285.00        |
| Colorado Assoc for Permit Tech         | Membership                      | ADM          | 25.00         |
| Colorado Greenbelt Management          | Snow removal                    | PW           | 920.00        |
| Colorado Materials, Inc.               | Rip rap/other materials         | PW           | 12,932.44     |
| Consolidated Home Supply Ditch &       | Professional services           | PW           | 2,882.70      |
| Coren Printing, Inc                    | Dog license books               | ADM          | 168.00        |
| Dana Kepner Co.                        | Water service keys              | PW           | 3,475.50      |
| Denali Water Solutions LLC             | Sludge removal                  | PW           | 159,265.58    |
| Denver Industrial Sales & Services Co  | Crack seal material             | PW           | 9,783.00      |
| Douglas County Sheriff's Office        | Agreement                       | PD           | 2,000.00      |
| DPC Industries Inc                     | Chemicals                       | PW           | 12,458.25     |
| DR Horton                              | Building permit refund          | ADM          | 1,331.39      |
| Edward Reichert                        | Facade grant                    | ADM          | 1,145.07      |
| Elements                               | YMCA construction               | YMCA         | 177,323.77    |
| Envirotech Services, Inc               | Chemicals                       | PW           | 11,314.46     |
| Ergomed                                | Employment screening            | PW/ADM       | 400.00        |
| Falcon Environmental Corp. At Longmont | Flume repair                    | PW           | 354.51        |
| Felsburg Holt & Ullevig Inc            | Billback - Engineering Services | ADM          | 3,400.00      |

|                                         |                                  |        |           |
|-----------------------------------------|----------------------------------|--------|-----------|
| Ferguson Waterworks                     | Supplies                         | PW     | 44.76     |
| First Class Security Systems            | Fire system monitoring           | ADM    | 128.80    |
| Fitness Avenue                          | SB20B-001 - Grant                | ADM    | 3,500.00  |
| Galls Denver Retail Shwrm               | Supplies                         | PD     | 147.00    |
| Glenn A. Jones Library                  | Monthly support                  | ADM    | 94,804.75 |
| Go Play Inc.                            | Parks supplies                   | PW     | 2,250.00  |
| Goldstar Products Inc.                  | Disinfectant wipes               | PW     | 2,153.25  |
| Grainger, Inc.                          | Supplies/repair                  | PW     | 644.94    |
| Great Western Railway of CO             | Annual fee for pipeline          | PW     | 5,500.00  |
| Greeley Police Department               | Victim advocate services         | PD     | 2,000.00  |
| H & E Equipment Services, Inc.          | Equipment repair                 | PW     | 617.10    |
| Helton & Williamsen, P.C.               | Bill Back - Engineering Services | ADM    | 3,035.00  |
| Hill & Robbins, PC                      | Legal services                   | PW/ADM | 3,008.50  |
| IMEG Corp                               | Engineering services             | ADM    | 90,007.50 |
| Infosend, Inc.                          | Utility bill printing            | PW/ADM | 2,972.19  |
| Insight North America, LLC              | Investment services              | ADM    | 3,029.52  |
| International Code Council Inc          | Membership dues                  | ADM    | 145.00    |
| Interstate Battery of the Rockies       | Supplies                         | PD     | 323.85    |
| J&D Creations                           | Supplies                         | PW     | 108.94    |
| J&S Contractors Supply Co.              | Sign posts                       | PW     | 1,950.00  |
| J&T Consulting, Inc.                    | Design services                  | PW     | 31,933.40 |
| John Deere Financial                    | Supplies for sweeper             | PW     | 163.12    |
| Johnstown Chiropractic and Acupuncture  | Grant                            | ADM    | 14,500.00 |
| Johnstown Historical Society, Ltd       | JHS Reimbursement                | ADM    | 2,585.68  |
| Johnstown Lunch Box, LLC                | SB20B-001 - Grant                | ADM    | 1,400.00  |
| Johnstown Senior Center                 | Reimburse van insurance          | ADM    | 1,676.00  |
| Kelly Supply Co                         | Chemical lines                   | PW     | 1,275.67  |
| KH&C Corp.                              | Grant                            | ADM    | 13,000.00 |
| Kinsco, LLC                             | Uniforms                         | PD     | 593.15    |
| Larimer County Sales Tax Administrator  | Use Tax - Reimbursement          | ADM    | 9,402.17  |
| Law Office of Avi Rocklin LLC           | Bill Back - Legal services       | ADM    | 11,971.00 |
| Law Office of Avi Rocklin LLC           | Legal services                   | ADM    | 6,820.00  |
| Lexis Nexis                             | Software subscription            | PD     | 2,472.00  |
| Little Thompson Water District          | Emergency water                  | PW     | 7,800.00  |
| Loveland Barricade LLC                  | Signs                            | PW     | 75.00     |
| Lowe's                                  | Supplies                         | PW     | 94.89     |
| LYS Salon                               | Grant                            | ADM    | 11,456.00 |
| Mares Auto Inc.                         | Maintenance/tire repair          | PD/PW  | 145.00    |
| Marianne Lutton                         | Supplies                         | ADM    | 95.81     |
| Marine Diving Solutions                 | Divers for tank repair           | PW     | 6,400.00  |
| Milliken Johnstown Electric             | Electrical work                  | PW     | 337.50    |
| Moses, Wittemyer, Harrison&Woodruff, PC | Legal services                   | ADM    | 2,626.00  |
| Nalco Company LLC                       | Chemicals                        | PW     | 31,828.80 |
| Napa Auto Parts, Inc                    | Equipment repair                 | PW/PD  | 1,543.36  |
| NASRO                                   | Training                         | PD     | 345.00    |
| National Band & Tag Company             | Supplies                         | ADM    | 189.85    |
| Newsom Gamez, Shirley                   | Mileage                          | ADM    | 195.00    |
| Northern Colorado Water                 | Water assessment                 | PW     | 461.25    |
| Northern Engineering                    | Engineering services             | PW     | 4,312.50  |

|                                      |                                      |       |                     |
|--------------------------------------|--------------------------------------|-------|---------------------|
| Northern Filter Media Inc.           | Supplies                             | PW    | 1,400.00            |
| Northern Safety Co Inc               | Supplies                             | PW    | 209.72              |
| Office Depot Business Credit         | Office supplies                      | ALL   | 1,759.21            |
| Otak                                 | Water                                | PW    | 3,448.25            |
| Paula Langford                       | Membership                           | ADM   | 90.00               |
| Pioneer                              | Supplies                             | PW    | 45.61               |
| ProCode Inc.                         | Building inspection services         | ADM   | 15,000.00           |
| Ramey Environmental Compliance Inc.  | Repairs/testing                      | PW    | 15,960.88           |
| Rhinehart Oil Co., Inc.              | Fuel                                 | ALL   | 9,796.79            |
| Rock Soft Chenille & Embroider       | Supplies                             | PW    | 176.00              |
| Royal-T                              | Sewer cleaning                       | PW    | 428.00              |
| Safariland LLC                       | Training                             | PD    | 700.00              |
| Spradley Barr                        | Vehicles                             | PD    | 68,816.00           |
| Striglos                             | Computers                            | ADM   | 4,709.00            |
| Subway                               | Grant                                | ADM   | 2,666.00            |
| TDS (430 S. Parish)                  | Telephone/Internet                   | ALL   | 2,212.78            |
| The Home Depot/GECE                  | Supplies                             | PW    | 557.42              |
| T-Mobile                             | Telephone                            | PD    | 32.56               |
| Tubes & Hoses of Loveland            | Supplies                             | PW    | 31.42               |
| United Power, Inc                    | Utilities                            | PW    | 795.25              |
| Upstate Colorado Economic Dev        | 2021 Membership                      | ADM   | 10,000.00           |
| USA Bluebook                         | Supplies                             | PW    | 965.62              |
| Utility Notification Center          | Locates                              | PW    | 601.92              |
| Utility Refunds                      | Utility refunds                      | ADM   | 3,734.71            |
| Verizon Wireless                     | Cell Phones                          | PD/PW | 2,832.01            |
| Waste Management                     | Trash services                       | PW    | 61,724.67           |
| Weld County Dept of Public Health    | Lab services                         | PW    | 1,298.50            |
| Windstream                           | Telephone/Internet                   | ALL   | 1,081.87            |
| Winters, Hellerich & Hughes, LLC     | Prosecuting attorney services        | ADM   | 2,745.00            |
| Woodlake Construction Management LLC | Hydrant meter deposit refund         | PW    | 1,500.00            |
| WR Investment, LLC                   | Reimbursement agreement              | ADM   | 46,000.00           |
| Xcel Energy                          | Utilities                            | ALL   | 59,598.90           |
| YMCA of Northern Colorado            | Operating subsidy/construction costs | YMCA  | 85,601.27           |
| Yost Cleaning                        | Monthly cleaning service             | ALL   | 1,482.00            |
|                                      |                                      |       | <u>1,295,786.24</u> |

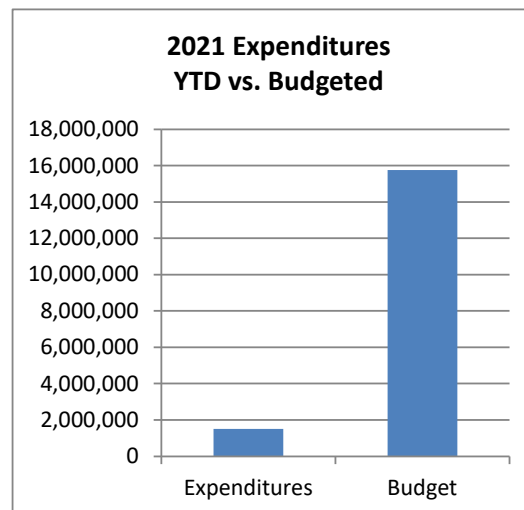
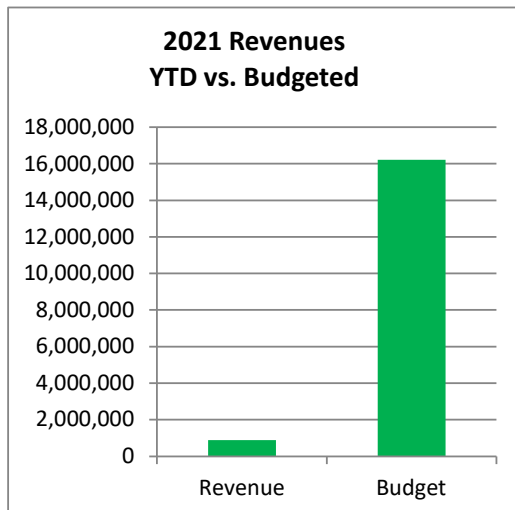
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| General Fund                                                                   | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| Beginning Fund Balance                                                         | 54,680,888             | 54,680,888                |               |
| <b>Revenues:</b>                                                               |                        |                           |               |
| Taxes & Fees                                                                   | 539,354                | 14,917,027                | 3.6%          |
| Licenses & Permits                                                             | 242,859                | 899,350                   | 27.0%         |
| Fines & Forfeitures                                                            | 18,658                 | 122,000                   | 15.3%         |
| Intergovernmental                                                              | 1,078                  | 40,000                    | 2.7%          |
| Earnings on Investment                                                         | 18,210                 | 112,000                   | 16.3%         |
| Miscellaneous Revenue                                                          | 51,735                 | 121,500                   | 42.6%         |
| Transfers In                                                                   | -                      | -                         |               |
| Total Operating Revenues                                                       | 871,894                | 16,211,877                | 5.4%          |
| <b>Expenditures:</b>                                                           |                        |                           |               |
| Legislative                                                                    | 501,620                | 1,675,200                 | 29.9%         |
| Town Manager                                                                   | 44,652                 | 968,280                   | 4.6%          |
| Town Clerk                                                                     | 51,291                 | 413,885                   | 12.4%         |
| Finance                                                                        | 40,395                 | 265,230                   | 15.2%         |
| Planning                                                                       | 87,269                 | 641,740                   | 13.6%         |
| Building Inspections                                                           | 26,778                 | 259,350                   | 10.3%         |
| Police                                                                         | 535,482                | 3,765,193                 | 14.2%         |
| Public Works                                                                   | 22,535                 | 214,375                   | 10.5%         |
| Buildings                                                                      | 7,769                  | 312,300                   | 2.5%          |
| Transfers Out                                                                  | 189,610                | 7,242,457                 | 2.6%          |
| Total Expenditures                                                             | 1,507,400              | 15,758,010                | 9.6%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>(635,505)</b>       | <b>453,867</b>            |               |
| Prior Period Adjustment                                                        |                        |                           |               |
| <b>Ending Fund Balance*</b>                                                    | <b>54,045,382</b>      | <b>55,134,755</b>         |               |

\* - Unaudited

16% of the fiscal year has elapsed



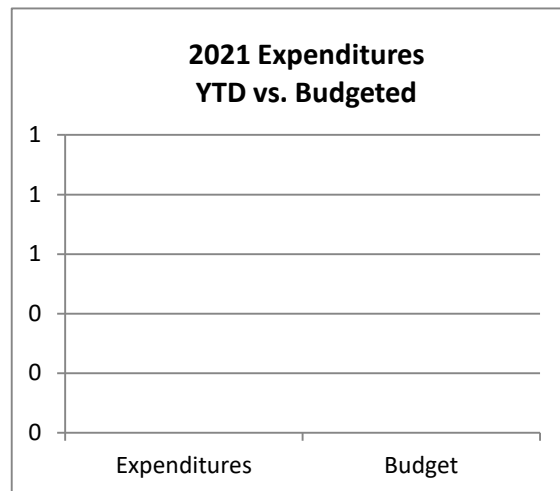
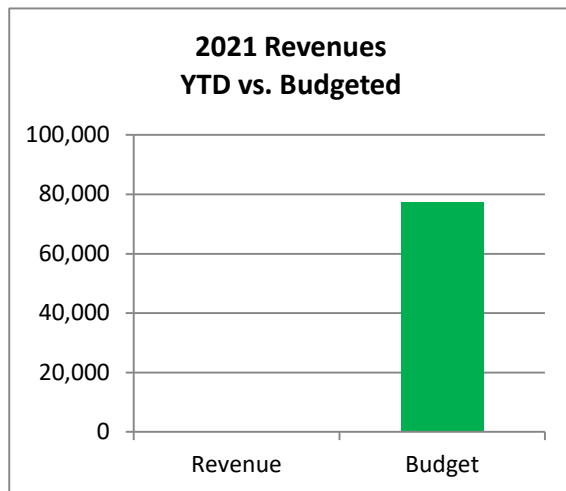
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| Conservation Trust Fund                                                        | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| Beginning Fund Balance                                                         | 28,950                 | 28,950                    |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Intergovernmental                                                              | -                      | 77,100                    | 0.0%          |
| Earnings on Investment                                                         | -                      | 100                       | 0.0%          |
| Total Operating Revenues                                                       | -                      | 77,200                    | 0.0%          |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Operations                                                                     | -                      | -                         |               |
| Capital Outlay                                                                 | -                      | -                         |               |
| Total Expenditures                                                             | -                      | -                         |               |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | -                      | 77,200                    |               |
| <b>Ending Fund Balance*</b>                                                    | <b>28,950</b>          | <b>106,150</b>            |               |

\* - Unaudited

16% of the fiscal year has elapsed



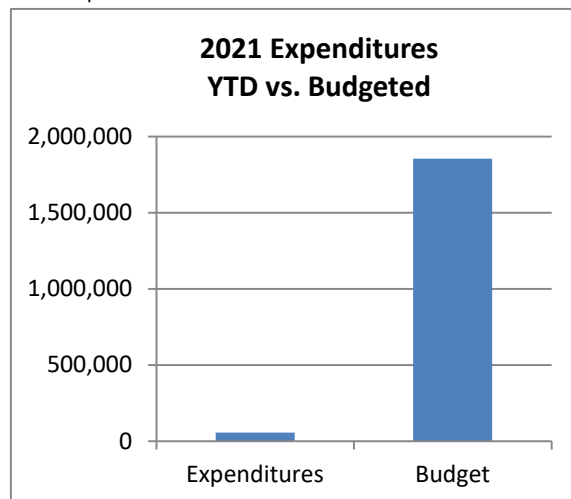
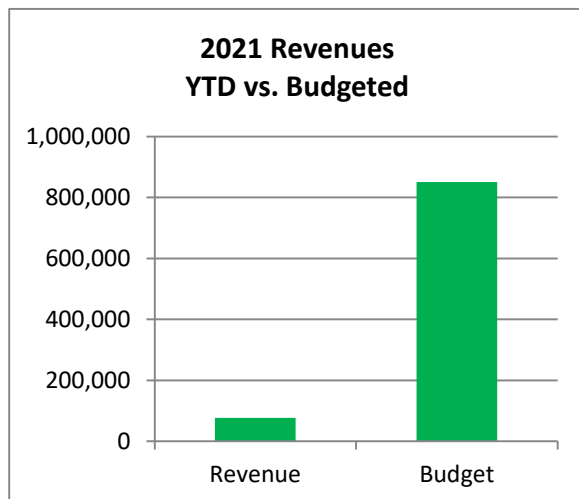
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Parks and Open Space Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

|                                                                                | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| <b>Parks and Open Space Fund</b>                                               |                        |                           |               |
| Beginning Fund Balance                                                         | 6,695,839              | 6,695,839                 |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Taxes & Fees                                                                   | 76,758                 | 401,910                   | 19.1%         |
| Miscellaneous Revenue                                                          | 0                      | 207,000                   | 0.0%          |
| Transfers In                                                                   | 0                      | 220,000                   | 0.0%          |
| Total Operating Revenues                                                       | 77,065                 | 850,910                   | 9.1%          |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Operations                                                                     | 56,448                 | 614,410                   | 9.2%          |
| Capital Outlay                                                                 | -                      | 1,240,000                 | 0.0%          |
| Transfers Out                                                                  | -                      | -                         |               |
| Total Expenditures                                                             | 56,448                 | 1,854,410                 | 3.0%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>20,617</b>          | <b>(1,003,500)</b>        |               |
| <b>Ending Fund Balance*</b>                                                    | <b>6,716,456</b>       | <b>5,692,339</b>          |               |

\* - Unaudited

16% of the fiscal year has elapsed



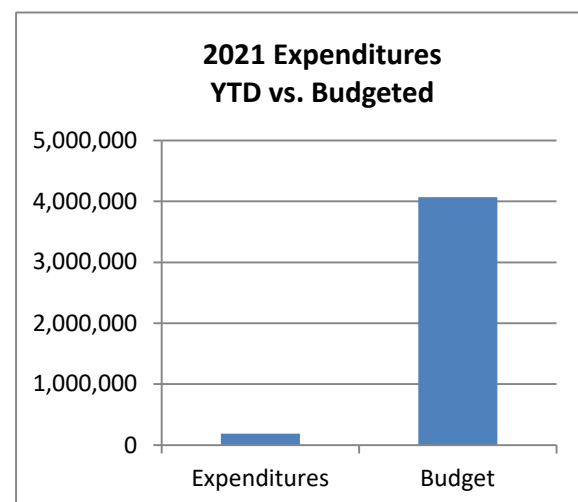
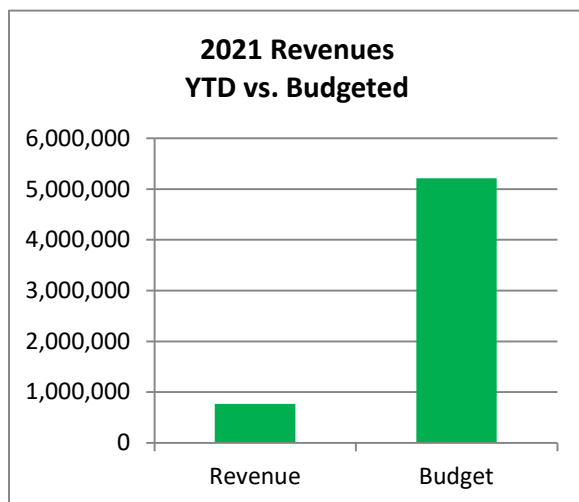
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street and Alley Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| Street and Alley Fund                                                          | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %        |
|--------------------------------------------------------------------------------|------------------------|---------------------------|----------|
|                                                                                |                        |                           | Complete |
| Beginning Fund Balance                                                         | 8,763,548              | 8,763,548                 |          |
| <b><u>Revenues:</u></b>                                                        |                        |                           |          |
| Taxes & Fees                                                                   | 370,751                | 2,838,400                 | 13.1%    |
| Intergovernmental                                                              | -                      | 1,207,666                 | 0.0%     |
| Charges for Services                                                           | 123,294                | 715,477                   | 17.2%    |
| Capital Investment Fees                                                        | 205,288                | 420,550                   | 48.8%    |
| Earnings on Investment                                                         | 811                    | 28,000                    | 2.9%     |
| Miscellaneous Revenues                                                         | 66,667                 | -                         | 0.0%     |
| Total Operating Revenues                                                       | 766,810                | 5,210,093                 | 14.7%    |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |          |
| Operations & Maintenance                                                       | 188,115                | 3,049,400                 | 6.2%     |
| Capital                                                                        | -                      | 1,019,000                 | 0.0%     |
| Total Expenditures                                                             | 188,115                | 4,068,400                 | 4.6%     |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>578,695</b>         | <b>1,141,693</b>          |          |
| <b>Ending Fund Balance*</b>                                                    | <b>9,342,243</b>       | <b>9,905,241</b>          |          |

\* - Unaudited

16% of the fiscal year has elapsed





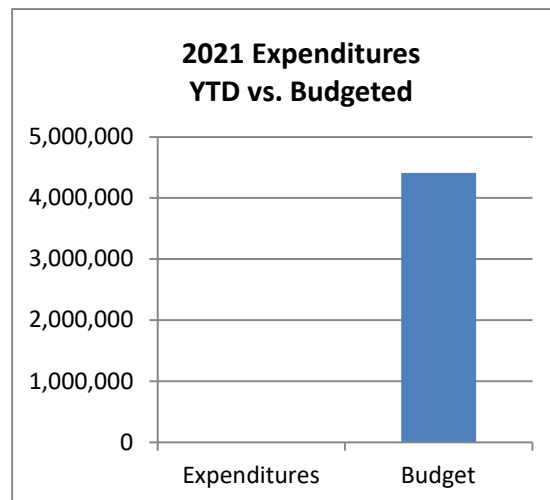
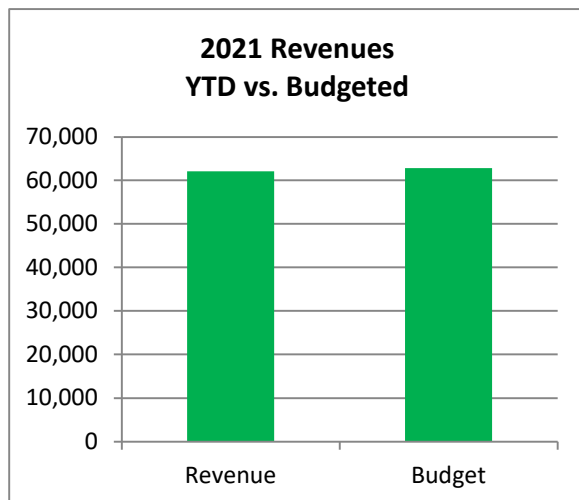
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

|                                                                                | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| <b>Capital Projects Fund</b>                                                   |                        |                           |               |
| Beginning Fund Balance                                                         | 13,119,524             | 13,119,524                |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Taxes and Fees                                                                 | 64,108                 | 111,940                   | 57.3%         |
| Miscellaneous Revenue                                                          | -                      | -                         |               |
| Interest                                                                       | 956                    | 36,000                    | 2.7%          |
| Transfers In                                                                   | -                      | (85,100)                  |               |
| Total Operating Revenues                                                       | 65,064                 | 62,840                    | 103.5%        |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Capital Outlay                                                                 | 1,503                  | 4,410,200                 | 0.0%          |
| Transfers Out                                                                  | -                      | -                         | 0.0%          |
| Total Expenditures                                                             | 1,503                  | 4,410,200                 | 0.0%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>63,561</b>          | <b>(4,347,360)</b>        |               |
| <b>Ending Fund Balance*</b>                                                    | <b>13,183,085</b>      | <b>8,772,164</b>          |               |

\* - Unaudited

16% of the fiscal year has elapsed



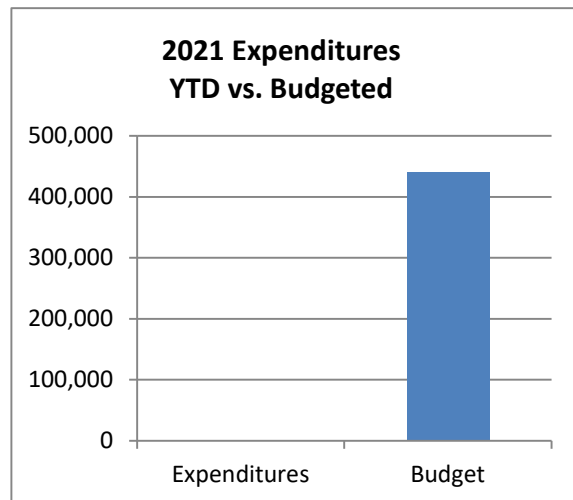
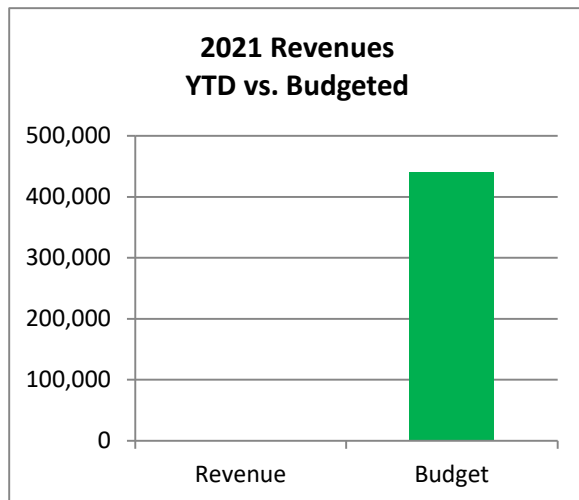
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

|                                                                                | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| <b>Tax Allocation Fund</b>                                                     |                        |                           |               |
| Beginning Fund Balance                                                         | 0                      | 0                         |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Taxes & Fees                                                                   | 168,204                | 439,900                   | 38.2%         |
| Earnings on Investment                                                         | -                      | 100                       | 0.0%          |
| Total Operating Revenues                                                       | 168,204                | 440,000                   | 38.2%         |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Miscellaneous                                                                  | -                      | 440,000                   | 0.0%          |
| Total Expenditures                                                             | -                      | 440,000                   | 0.0%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>168,204</b>         | <b>-</b>                  |               |
| <b>Ending Fund Balance*</b>                                                    | <b>168,204</b>         | <b>-</b>                  |               |

\* - Unaudited

16% of the fiscal year has elapsed



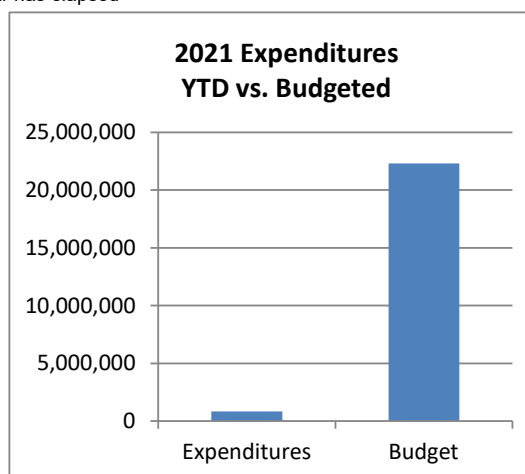
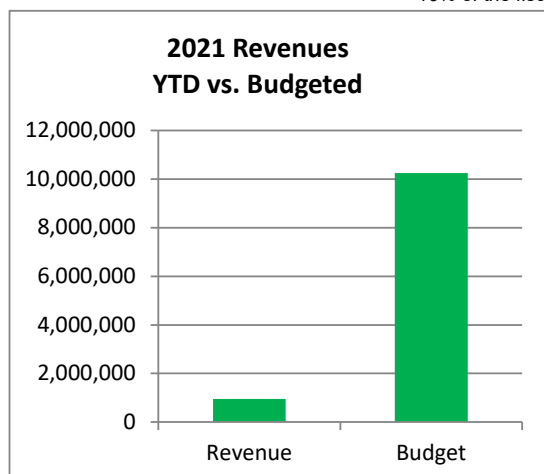
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

|                                                                            | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|----------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| <b>Water Fund</b>                                                          |                        |                           |               |
| Beginning Cash Balance                                                     | 21,261,828             | 21,261,828                |               |
| <b><u>Revenues:</u></b>                                                    |                        |                           |               |
| Charges for Services                                                       | 505,884                | 2,902,500                 | 17.4%         |
| Total Operating Revenues                                                   | 505,884                | 2,902,500                 | 17.4%         |
| <b><u>Expenses:</u></b>                                                    |                        |                           |               |
| Administration                                                             | 23,808                 | 685,300                   | 3.5%          |
| Operations                                                                 | 379,889                | 1,979,973                 | 19.2%         |
| Capital Outlay                                                             | 362,480                | 19,235,000                | 1.9%          |
| Depreciation                                                               | 56,468                 | 410,000                   | 13.8%         |
| Transfers Out                                                              | -                      | -                         |               |
| Total Operating Expenses                                                   | 822,645                | 22,310,273                | 3.7%          |
| Operating Income (Loss)                                                    | (316,761)              | (19,407,773)              |               |
| <b><u>Non-Operating Revenues (Expenses)</u></b>                            |                        |                           |               |
| Tap Fees                                                                   | 225,171                | 965,550                   | 23.3%         |
| Capital Investment Fees                                                    | 196,999                | 816,294                   | 24.1%         |
| Misc. Revenues                                                             | 17,827                 | 5,466,500                 | 0.3%          |
| Interest Expense                                                           | 1,369                  | 95,000                    | 1.4%          |
| Total Non-Operating Revenues (Expenses)                                    | 441,366                | 7,343,344                 | 6.0%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>124,606</b>         | <b>(12,064,429)</b>       |               |
| <b>Ending Cash Balance*</b>                                                | <b>21,386,434</b>      | <b>9,197,399</b>          |               |

\* - Unaudited

16% of the fiscal year has elapsed



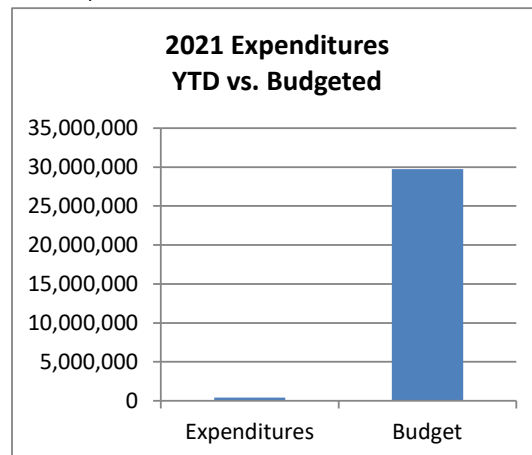
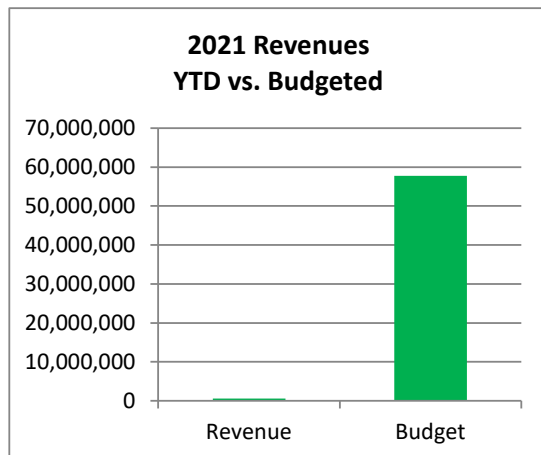
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

|                                                                            | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|----------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| <b>Sewer Fund</b>                                                          |                        |                           |               |
| Beginning Cash Balance                                                     | 8,978,178              | 8,978,178                 |               |
| <b><u>Revenues:</u></b>                                                    |                        |                           |               |
| Charges for Services                                                       | 441,204                | 2,123,500                 | 20.8%         |
| Total Operating Revenues                                                   | 441,204                | 2,123,500                 | 20.8%         |
| <b><u>Expenses:</u></b>                                                    |                        |                           |               |
| Administration                                                             | 23,036                 | 307,200                   | 7.5%          |
| Operations                                                                 | 310,160                | 1,814,153                 | 17.1%         |
| Capital Outlay                                                             | 67,411                 | 25,386,600                | 0.3%          |
| Depreciation                                                               | -                      | 235,000                   | 0.0%          |
| Debt Service                                                               | -                      | 1,998,069                 | 0.0%          |
| Total Operating Expenses                                                   | 400,607                | 29,741,022                | 1.3%          |
| Operating Income (Loss)                                                    | 40,597                 | (27,617,522)              |               |
| <b><u>Non-Operating Revenues (Expenses)</u></b>                            |                        |                           |               |
| Capital Improvement Fees                                                   | 152,110                | 1,192,000                 | 12.8%         |
| Misc. Revenues                                                             | 1,600                  | 2,000                     | 80.0%         |
| Interest Expense                                                           | 248                    | 7,200                     | 3.4%          |
| Debt Proceeds                                                              | -                      | 54,450,000                | 0.0%          |
| Total Non-Operating Revenues (Expenses)                                    | 153,958                | 55,651,200                | 0.3%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>194,555</b>         | <b>28,033,678</b>         |               |
| <b>Ending Cash Balance*</b>                                                | <b>9,172,733</b>       | <b>37,011,856</b>         |               |

\* - Unaudited

16% of the fiscal year has elapsed



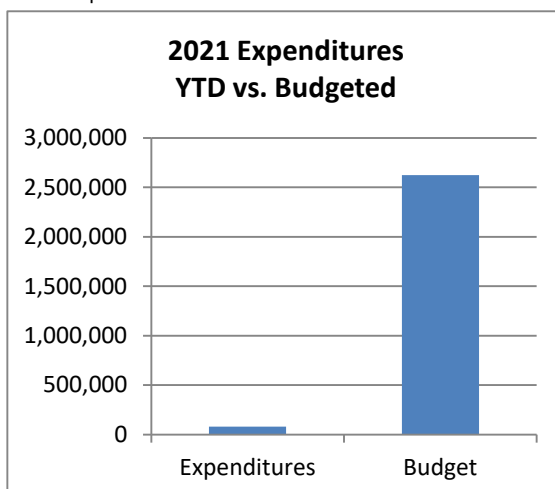
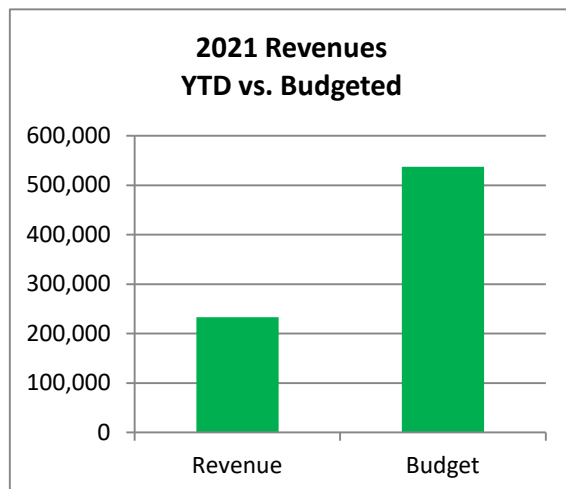
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| <b>Drainage Fund</b>                                                       | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|----------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| Beginning Cash Balance                                                     | 3,310,003              | 3,310,003                 |               |
| <b><u>Revenues:</u></b>                                                    |                        |                           |               |
| Charges for Services                                                       | 78,024                 | 457,200                   | 17.1%         |
| Total Operating Revenues                                                   | 78,024                 | 457,200                   | 17.1%         |
| <b><u>Expenses:</u></b>                                                    |                        |                           |               |
| Administration                                                             | 16,796                 | 144,250                   | 11.6%         |
| Operations                                                                 | 31,868                 | 309,930                   | 10.3%         |
| Capital Improvements                                                       | 31,933                 | 2,168,750                 | 1.5%          |
| Transfer Out                                                               | -                      | -                         |               |
| Total Operating Expenses                                                   | 80,598                 | 2,622,930                 | 3.1%          |
| Operating Income (Loss)                                                    | (2,573)                | (2,165,730)               |               |
| <b><u>Non-Operating Revenues (Expenses)</u></b>                            |                        |                           |               |
| Capital Revenues                                                           | 155,040                | 75,000                    | 206.7%        |
| Misc. Revenues                                                             | -                      | -                         |               |
| Interest Expense                                                           | 187                    | 5,400                     | 3.5%          |
| Total Non-Operating Revenues (Expenses)                                    | 155,227                | 80,400                    | 193.1%        |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>152,653</b>         | <b>(2,085,330)</b>        |               |
| <b>Ending Cash Balance*</b>                                                | <b>3,462,656</b>       | <b>1,224,673</b>          |               |

\* - Unaudited

16% of the fiscal year has elapsed



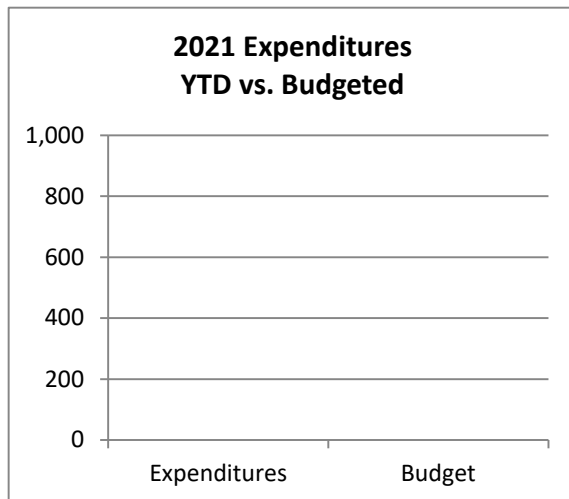
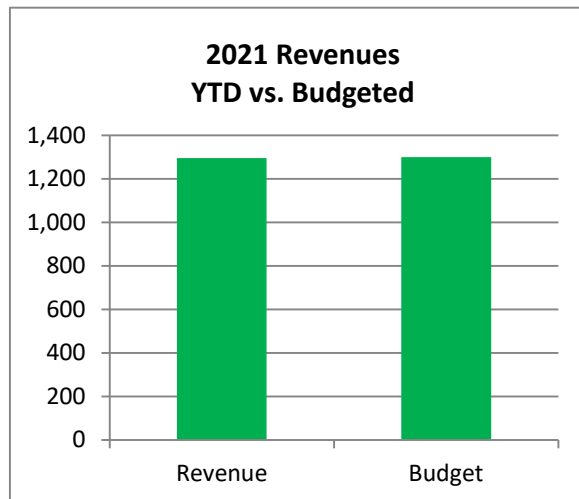
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| Cemetery Perpetual Fund                                                        | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| Beginning Fund Balance                                                         | 147,661                | 147,661                   |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Miscellaneous Revenue                                                          | 1,283                  | 900                       | 142.6%        |
| Earnings on Investment                                                         | 13                     | 400                       | 3.3%          |
| Total Operating Revenues                                                       | 1,296                  | 1,300                     | 99.7%         |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Operations & Maintenance                                                       | -                      | -                         |               |
| Capital Outlay                                                                 | -                      | -                         |               |
| Transfers Out                                                                  | -                      | -                         |               |
| Total Expenditures                                                             | -                      | -                         |               |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>1,296</b>           | <b>1,300</b>              |               |
| <b>Ending Fund Balance*</b>                                                    | <b>148,957</b>         | <b>148,961</b>            |               |

\* - Unaudited

16% of the fiscal year has elapsed



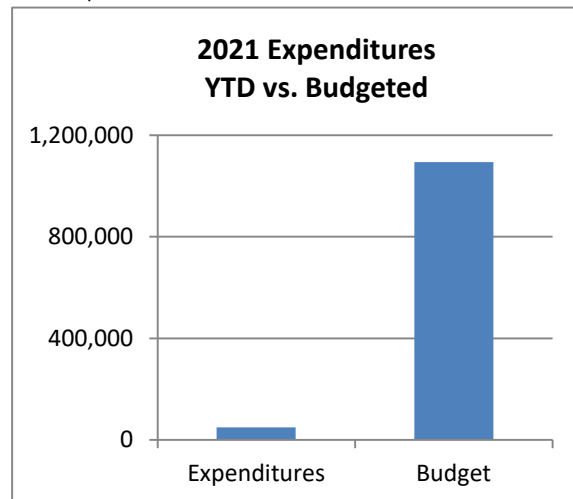
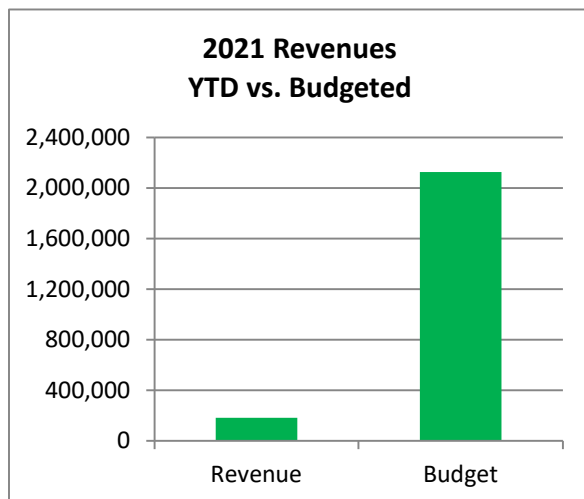
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| Library Fund                                                                   | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %<br>Complete |
|--------------------------------------------------------------------------------|------------------------|---------------------------|---------------|
| Beginning Fund Balance                                                         | 5,252,070              | 5,252,070                 |               |
| <b><u>Revenues:</u></b>                                                        |                        |                           |               |
| Intergovernmental                                                              | 78,470                 | 703,095                   | 11.2%         |
| Miscellaneous Revenue                                                          | -                      | 11,000                    | 0.0%          |
| Capital Investment Fees                                                        | 18,368                 | 215,000                   | 8.5%          |
| Interest                                                                       | 28                     | 60,000                    | 0.0%          |
| <i>Transfers In</i>                                                            | 85,222                 | 1,137,657                 | 7.5%          |
| Total Operating Revenues                                                       | 182,088                | 2,126,752                 | 8.6%          |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |               |
| Operations                                                                     | 49,025                 | 1,094,500                 | 4.5%          |
| Capital Outlay                                                                 | -                      | -                         | 0.0%          |
| Total Expenditures                                                             | 49,025                 | 1,094,500                 | 4.5%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>133,063</b>         | <b>1,032,252</b>          |               |
| <b>Ending Fund Balance*</b>                                                    | <b>5,385,133</b>       | <b>6,284,322</b>          |               |

\* - Unaudited

16% of the fiscal year has elapsed



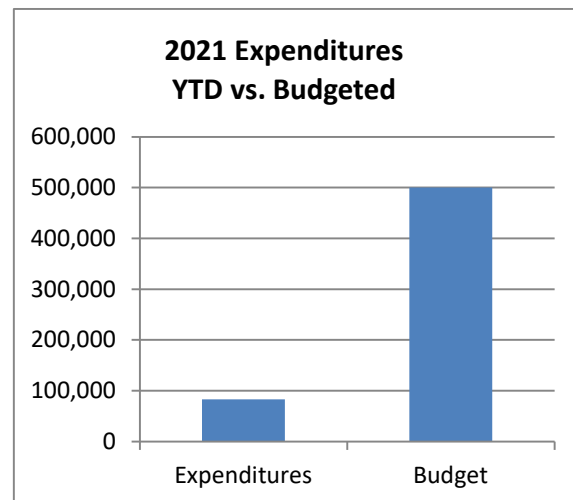
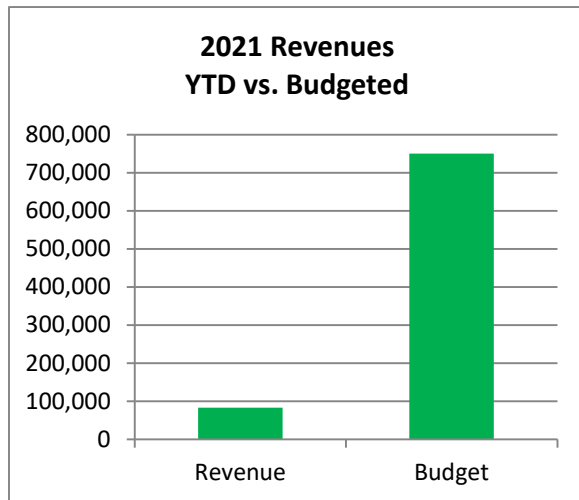
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending February 28, 2021  
Unaudited

Item #4.

| Recreation Center Fund                                                         | 2021<br>Actuals<br>Feb | 2021<br>Adopted<br>Budget | %        |
|--------------------------------------------------------------------------------|------------------------|---------------------------|----------|
|                                                                                |                        |                           | Complete |
| Beginning Fund Balance                                                         | 0                      | 0                         |          |
| <b><u>Revenues:</u></b>                                                        |                        |                           |          |
| Transfers In                                                                   | 83,333                 | 750,000                   | 11.1%    |
| Earnings on Investment                                                         | -                      | -                         |          |
| Total Operating Revenues                                                       | <u>83,333</u>          | <u>750,000</u>            | 11.1%    |
| <b><u>Expenditures:</u></b>                                                    |                        |                           |          |
| Operations & Maintenance                                                       | 83,333                 | 500,000                   | 0.0%     |
| Capital Outlay                                                                 | -                      | -                         |          |
| Total Expenditures                                                             | <u>83,333</u>          | <u>500,000</u>            | 16.7%    |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <u>(0)</u>             | <u>250,000</u>            |          |
| <b>Ending Fund Balance*</b>                                                    | <u><u>(0)</u></u>      | <u><u>250,000</u></u>     |          |

\* - Unaudited

16% of the fiscal year has elapsed







# Town of Johnstown

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

**AGENDA DATE:** March 15, 2021

**SUBJECT:** Water and Sewer Service Agreement – Atlas Storage (3787 Ronald Reagan Blvd.)

**ATTACHMENTS:** 1. Water and Sewer Service Agreement with Exhibits

**PRESENTED BY:** Kim Meyer, Planning and Development Director  
Avi Rocklin, Town Attorney

**ITEM DESCRIPTION:**

The Atlas Storage project is a proposed enclosed RV and Boat storage facility and business (34,504 SF) in the Iron Horse Corridor, 075 and 076.

The project demands anticipated 0.1 AF/Y of indoor demand (potable) and will use non-potable water to irrigate landscaping – which has been dedicated as high xerisc and using non-irrigated grass in much of the landscape area. Non-potable water provided by the 2534 Master Association Water Bank.

Centerra Commercial, LLC, has previously dedicated water, under separate agreement, to the Town to create the Iron Horse Water Bank, with a current credit of 6.4 AF of water. The demand of 0.1 AF has been authorized to be allocated from this Bank for this development, leaving 6.3 AF as the remaining balance. The water court transfer fee was previously paid at the time of dedication.

**LEGAL ADVICE:** The agreement was prepared by the Town Attorney.

**FINANCIAL ADVICE :** N/A

The Community That Cares

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141



# Town of Johnstown

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

---

**AGENDA DATE:** March 15, 2021

**SUBJECT:** Water and Sewer Service Agreement – Atlas Storage (3787 Ronald Reagan Blvd.)

**ATTACHMENTS:** 1. Water and Sewer Service Agreement with Exhibits

**PRESENTED BY:** Kim Meyer, Planning and Development Director

---

### ITEM DESCRIPTION:

The Atlas Storage project is a proposed enclosed RV and Boat storage facility and business (34,504 SF) in the Iron Horse Subdivision on a 2.075 acre parcel.

The project demand is anticipated at 0.1 AF/Yr for indoor demand (potable), and will use non-potable water to irrigate the landscaping – which has been designed as highly xeric and using non-irrigated grasses for much of the landscaped areas. Non-potable water is provided by the 2534 Master Association Water Bank.

Centerra Commercial, LLC, has previously dedicated water, under separate agreement, to the Town to create the Iron Horse Water Bank, with a current credit of 0.12 AF of water. The demand of 0.10 AF has been authorized to be allocated from this Bank for this development, leaving 0.02 AF as the remaining balance. The water court transfer fee was previously paid at the time of dedication.

**LEGAL ADVICE:** The agreement was prepared by the Town Attorney.

**FINANCIAL ADVICE :** N/A

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **LOCKARD DEVELOPMENT GROUP, INC.**, a Colorado corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

### WITNESSETH:

WHEREAS, the Developer owns an interest in land in the N1/2, Section 13, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M, known as Lot 1, Iron Horse Filing 2, Lot 1 Amended Subdivision, Town of Johnstown, County of Larimer, comprising approximately 2.075 acres, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed as the Atlas Garage and Storage facility with a building footprint of 34,504 square-feet, of which approximately 65 square-feet will be restrooms, and there will be a single hydrant with hose bib available to the owner and tenants and approximately 0.295 irrigated acres and an additional 0.23 acre that will be revegetated with native grasses and temporarily irrigated until the vegetation is successfully established at which time the irrigation system for the 0.23 acre will be disconnected (collectively, the “Project”); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the foregoing recitals into the agreement, the Parties hereto agree as follows:

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance in place at the time of this Agreement, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated September 11, 2020 and revised October 29, 2020. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated October 2, 2020 and further modified by memoranda dated November 19, 2020 and December 12, 2020, is hereby accepted by the Town. The analysis provided by Developer, as modified by the Town’s Water Engineer as necessary, addresses the projected water and sewer demands for the Project as follows:

| Development Component              | Demand<br>(AF/YR) | Consumption<br>(AF/YR) |
|------------------------------------|-------------------|------------------------|
| In-Building (potable)              | 0.1               | 0.005                  |
| Landscape Irrigation (non-potable) | 0.738             | 0.627                  |
| Total                              | 0.838             | 0.632                  |

## 2. Water Rights Dedication.

**a. Potable Supply.** As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the Iron Horse Water Bank. Centerra Commercial, LLC has agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

**b. Non-Potable Supply.** As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit C.

**3. Temporary Irrigation of Native Grasses.** Developer agrees to cease irrigating .23 acres of the Property revegetated with native grasses within two years of the date of this Agreement or once the vegetation is successfully established, whichever is earlier, and to disconnect the irrigation system at such time. To irrigate the native grasses, Developer shall install an above ground, temporary irrigation system that can be physically separated from the irrigation system for the remaining portion of the Subject Property.

**4. Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, and the Developer's foregoing agreement, the Town commits to provide to the Project up to 0.1 acre-feet per year of potable water supply together with the corresponding sewer service and up to 0.738 acre-feet per year non-potable water supply for landscape irrigation.

**5. Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

**6. Payment of Water Court Transfer fees.** The Water Court transfer fee for the potable water supply was previously paid to the Town as part of the Iron Horse Bank. The Water Court transfer fee for the non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which

all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

**7. Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered, sent by electronic mail, or mailed postage prepaid, certified mail, return receipt requested, as follows:

**TO DEVELOPER:**

Lockard Development Group, Inc.  
301 Alder Ave, Dean crl  
Johnstown, CO 80534  
Email: \_\_\_\_\_

**TO THE TOWN:**

Town of Johnstown  
c/o Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534  
Email:  
dseele@townofjohnstown.com

**WITH A COPY TO  
THE TOWN ATTORNEYS:**

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, #330  
Loveland, CO 80538  
Email: avi@rocklinlaw.com

Peter J. Ampe  
Hill & Robbins, P.C.  
1660 Lincoln St., Suite 2720  
Denver, CO 80264  
Email: peterampe@hillandrobbsins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

**9. Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This

Agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

**10. Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

**11. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

**12. Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

**13. Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

**14. Non severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

**15. Choice of laws.** This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer County, State of Colorado.

**16. Entire agreement and Authorization.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

**17. No Presumption.** Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

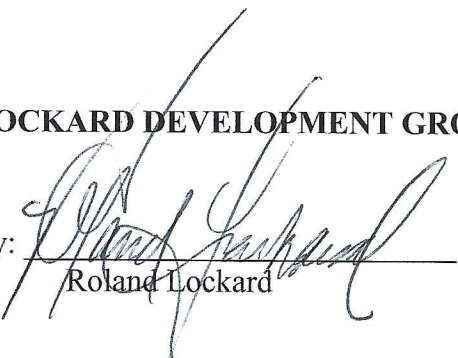
**18. Recordation.** This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be

binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

\*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

*Signatures follow on separate pages*

**LOCKARD DEVELOPMENT GROUP, Inc.**

By: 

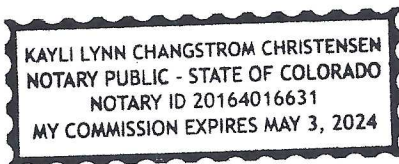
Roland Lockard

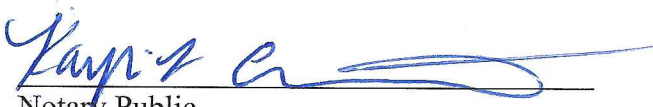
Title: Registered Agent

STATE OF COLORADO )  
 ) ss  
COUNTY OF Larimer )

SUBSCRIBED AND SWORN to before me this 16 day of February, <sup>2021 KC</sup>~~2020~~ by Roland Lockard, registered agent of the Lockard Development Group, Inc.

Witness my hand and official seal.



  
Notary Public

200 E. 7th St.

Lowland, CO 80537

Address

970-622-7444

Telephone

My Commission Expires: May 3, 2024



TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

**ATLAS GARAGE AND STORAGE SITE DEVELOPMENT PLAN**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 1, IRON HORSE FILING TWO AMENDED SUBDIVISION

A PORTION OF LOT 1, IRON HORSE FILING TWO  
LOCATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF JOHNSTOWN, COLORADO

AREA = 2.075 ACRES

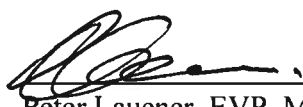
**EXHIBIT B****RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

This is to acknowledge and agree that the Town of Johnstown may allocate raw water from the Iron Horse Water Bank to provide water service to that portion of the development known as Iron Horse, described as follows: Lot 1, IRON HORSE FILING TWO, LOT 1 AMENDED SUBDIVISION, Town of Johnstown, County of Larimer, State of Colorado according to plat recorded August 3, 2020 at Reception No. 20200058477, and any successor occupant of the premises at the same location. pursuant to a Water and Sewer Service Agreement to be executed by and between LOCKARD DEVELOPMENT GROUP INC., a Colorado corporation and the Town of Johnstown. The amount of such allocated raw water credit shall be 0.10 acre-feet per year, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and Johnstown Municipal Code § 13-68(h). No such adjustment shall allow additional water to be used from the Iron Horse Water Bank absent the written consent of Centerra Commercial, LLC, or its successor in interest.

The undersigned certifies that he/she is authorized to execute this Raw Water Allocation Acknowledgment on behalf of Centerra Commercial, LLC.

CENTERRA COMMERCIAL, LLC,  
a Colorado limited liability company

By: McWhinney Real Estate  
Services, Inc., a Colorado  
Corporation, Manager

By:   
Peter Lauener, EVP, Master  
Planned Communities

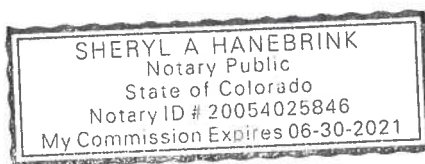
WRES Logo  
Digitally signed by  
Abby Kirkbride  
Date  
2020.11.19  
10:55:42  
-07:00

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

The foregoing instrument was acknowledged before me this 19th day of November, 2020, by Peter Lauener, EVP, Master Planned Communities of McWhinney Real Estate Services, Inc., a Colorado Corporation, as Manager of CENTERRA COMMERCIAL, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 6/30/2021



  
Notary Public

## EXHIBIT C

## RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide permanent non-potable water service to Lockard Development Group, Inc. ("Owner") for the development known as Atlas Garage and Storage (the "Development") and any successor occupant of the premises legally described on Exhibit A hereto and incorporated herein by reference (the "Premises"), pursuant to a Water and Sewer Service Agreement to be executed between the Owner and the Town of Johnstown ("Permanent Non-Potable Service"); and to provide temporary non-potable water service to the Owner for the Development and any successor occupant of the Premises for the temporary irrigation of native grasses on the Premises pursuant to a separate agreement by and between the Owner and the 2534 Master Association, a Colorado nonprofit corporation ("Temporary Non-Potable Service"). The amount of such allocated raw water credit is calculated to be 0.74 acre-feet per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and the Johnstown Municipal Code.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP

  
 Nathan Gerrard, Managing Partner  
 The Gerrard Family Limited Partnership, LLLP

Dated: 3/5/2021

THOMPSON RANCH DEVELOPMENT COMPANY

  
 Todd Williams, Vice President  
 Thompson Ranch Development Company

Dated: 3/5/2021



# Town of Johnstown

## MEMORANDUM

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TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: March 15, 2021

CC: Town Staff  
Local Media

SUBJECT: Town Manager's Report

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Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 04/05/2021 – Regular Town Council Meeting
  - 04/19/2021 – Regular Town Council Meeting
- 

### Administration, Finance, & Planning

- *Sewer Bond Financing* – Council will be presented with information to continue moving forward with the Sewer Bond Financing. The anticipated bond for the sewer capital projects is estimated at \$55M.
- *Broadband RFP* – The Regional Broadband RFP pre-bid was conducted on March 4. It was very well attended by interested parties wanting to present on the project which will evaluate the needs assessment and financial feasibility components.
- *CBT Water Assessment* – Staff is preparing the water allocation information necessary to make a request to Northern Water for the purpose of determining if the Town has additional capacity to increase its number of CBT shares. The last assessment completed by Northern Water was in 2010 and this must be completed if the Town considers purchase of CBT water in the future.
- *DOLA Energy Impact Grant* – Staff prepared a grant application for Tier I funding for the Land Use Code Update planned for 2021.

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- *Economic Development Incentive Policy* – Staff has been working on rewriting the Johnstown Incentive policy with the first draft submitted to the Town Manager for review.
- *Johnstown Economic Development Profile* – The Johnstown Economic Development profile is expected to be completed by end of March and will be used to distribute to potential developers and businesses for business attraction purposes. Staff met with several local/regional ED organizations to better understand the regional needs of the area and active collaboration. Staff also plans to attend the JDDA monthly meetings and meet with local business owners in the coming months.
- *Johnstown Cash* – The Johnstown Cash Program launched for businesses to begin registering. As of March 9, eight businesses have signed up with several additional inquiries about the program. Certificates will begin to be mailed to residents in early April. Staff is coordinating with Communications Dept to ensure strategic marketing of the program.
- *Johnstown Cash Communications* – With the Johnstown Cash program ready to launch officially at the end of March, the communications plan has been prepared to best inform residents and encourage engagement to include: lead story in the newsletter, formal press releases to local news outlets, and social media campaigns encouraging residents to shop local. These initiatives are likely to continue through the summer as we report on the success of the program and continue to encourage shopping local.
- *Website Town News Section* – The Town Office of Communications has been utilizing the “Town News” section of the new website since December to post all types of notices to help inform the public about Town happenings. This is an important section of our website as it acts as a bulletin board of information and is fully searchable. Moving forward, the intention of this part of the site is to provide timely information for residents in article formats that also includes relevant website links (internal or external) for residents to utilize.
- *Municipal Court* – Municipal Court processed 118 summonses in the month of February.
- *Liquor Licensing* – Cassidy’s and Bad Daddy’s Burger Bar renewal licenses have been submitted to the State.

## Police Department

### Community Policing, Outreach & Miscellaneous Items:

- *Information Sharing* – The police department finalized an information-sharing agreement with our records management system and an investigative tool platform. This integration has been a long process that has spanned over the last year and a half. The Johnstown Police Department is now able to share/receive information with approximately 79 other Colorado law enforcement agencies. This investigative tool has been extremely valuable in solving cases that involve criminal elements that commit crimes all along the I-25 corridor.

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- *JPD Selected for Pilot Program*- The JPD was one of the few police departments in the State that was selected to participate in a pilot program with the State of Colorado to begin accepting digital versions of the Colorado driver's licenses, registration, and insurance. This will allow the public to scan our officer's QR code, sending their driver's license, registration and insurance information directly to the officer's computer. This will be safer during the pandemic as officers and citizens won't have to exchange physical driver's licenses and it will make traffic stops run faster. We plan to go live on March 15.

## **Public Works Department**

### ***Streets, Stormwater, & Parks***

- *Streets* – Potholes have increased around Town and with the current freezing and thawing, we expect potholes will continue to appear. Staff has placed 1,300 lbs of cold patch to combat this issue. Street sweeping is in full force with our two sweepers running in tandem around Town. Door hangers are being placed informing residents not to park in the street so operations are more effective.
- *Parks* – Disinfecting of playgrounds continues. Staff continues to spray down equipment, tables, and benches 2-3 times a week. Staff is working on mowers and equipment for the upcoming season and conducting inventory of any damage that may have occurred during the winter months.
- *Concrete & Street Projects* – Projects are being put together for concrete work and street overlays. Staff has been looking at the road survey that was completed by AGW in 2020 and are using the data to plan roadwork for 2021. Staff is also in the process of putting a concrete list together for ADA ramps, curb and gutters, and sidewalks around Town. The main project and focus for concrete will be Hwy. 60 east of Parish. We feel we will be able to complete the improvements needed for the Hwy. 60 corridor.
- *Additional Projects* – Staff is looking at hiring a design engineer for the Charlotte Ave road reconstruction. The boundaries for this project are from Jay Ave to Columbine. Our goal is to replace all underground utilities, all curb and gutters, and all sidewalks along with the new roadway. We anticipate the design will be completed this year with construction starting in 2022. Another project is the bridge on North 2<sup>nd</sup> over the Hillsboro Ditch. Staff is looking to remove the existing bridge and replace with a box culvert. The roadway will also be widened to eliminate the existing bottleneck. Design will be similar to the box culvert on Charlotte. We hope to begin project construction this fall after the Hillborough water season has concluded.

### **Water & Wastewater Plants**

- *CWWTP* – Sludge removal at the Central Plant is almost complete. All that remains is the SE corner of pond 1 where sludge is pumped from the DAF. This area has been in need of sludge removal to keep the lift station from plugging. Pond 2 has been completed. Approximately 3.7 million gallons of sludge was removed. When initially constructed, the ponds were built at 10 ft of depth. When we started this project, there was only approximately 4-5 feet of capacity left in pond. The 3.5-acre pond had 4 ft of sludge

removed and we estimate 8-9 feet capacity is now available following the sludge removal.

- *WTP* – The two storage tanks at the Water Treatment Plant have been drained. Replacement of the south tank roof is scheduled to begin March 10. An inspection of the north storage tank is currently underway and appears the deterioration is worse than first thought. Once cleaning of the interior is completed, Staff will be able to better assess the condition. While the WTP is down, plant staff along with help from the street department have been cleaning the DAF, clear well, and filters. Staff was also able to replace old PVC chemical lines in the plant with stronger more pliable lines. We anticipate having the plant back online within 30-45 days.
- *Personnel* – We would like to welcome Ellen Hilbig to the Town as our new Deputy Director of Public Works. She comes to us from the Town of Longmont and is a professional engineer. We also would like to welcome Derrek Flannery as our new Water and Wastewater Plant Operator.





# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** March 15, 2021

**SUBJECT:** **Public Hearing - First Reading** – Ordinance 2021-194, An Ordinance Repealing and Readopting Article V of Chapter 11 of the Johnstown Municipal Code Concerning Public Parks

**ACTION PROPOSED:** Consider First Reading of Ordinance No. 2021-194

**ATTACHMENTS:**

1. Ordinance No. 2021-194
2. Park Rules and Regulations

**PRESENTED BY:** Diana Seele, Town Clerk  
Avi Rocklin, Town Attorney

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**AGENDA ITEM DESCRIPTION:** Article V of Chapter 11 of the Johnstown Municipal Code (“Code”) concerns public parks. With limited exception, the provisions contained therein were adopted as part of the prior Town Code. To adopt new policies and procedures, omit Town Council’s involvement in issuing permits and replace the right to receive a “3.2% beer permit” in Hays Park with the right to receive a “fermented malt beverages” permit, Town staff recommends that Article V of Chapter 11 of the Code be repealed and readopted.

The revised provisions provide that the Town Manager would have authority to operate and maintain the public parks, which authority may be delegated to duly qualified employees and agents of the Town, and implement rules and regulations governing the public parks that are not inconsistent with the Article. The revisions further provide that the parks would close at 10:00 p.m., rather than 11:00 p.m., and that fees for a beer permit in Hays Park and a fishing permit in Lake Park would be set forth in the Town Fee Schedule.

**LEGAL ADVICE:**

The Town Attorney prepared Ordinance No. 2021-194.

**FINANCIAL ADVICE:**  
N/A

*The Community That Cares*

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**RECOMMENDED ACTION:** Approve Ordinance No. 2021-194

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve Ordinance No. 2021-194, an Ordinance Repealing and Readopting Article V of Chapter 11 of the Johnstown Municipal Code Concerning Public Parks.

**For Denial:** I move to deny approval of Ordinance No. 2021-194, an Ordinance Repealing and Readopting Article V of Chapter 11 of the Johnstown Municipal Code Concerning Public Parks.

*Reviewed and Approved for Presentation,*



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Town Manager

# TOWN OF JOHNSTOWN, COLORADO

## ORDINANCE NO. 2021-194

### AN ORDINANCE REPEALING AND READOPTING ARTICLE V OF CHAPTER 11 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING PUBLIC PARKS

**WHEREAS**, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

**WHEREAS**, the Town Council is vested with authority to administer the affairs of the Town; and

**WHEREAS**, Article V of Chapter 11 of the Johnstown Municipal Code (“Code”) concerns public parks; and

**WHEREAS**, the Town staff recommends that Article V of Chapter 11 of the Code be revised to reflect new policies and procedures and replace the right to receive a “3.2% beer permit” in Hays Park with the right to consume “fermented malt beverages” in Hays Park; and

**WHEREAS**, based on the recommendations of Town staff, Town Council desires to repeal and readopt Article V of Chapter 11 of the Code; and

**WHEREAS**, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:**

**Section 1.** Repeal and Readoption of Article V of Chapter 11. Article V of Chapter 11 of the Johnstown Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

#### **ARTICLE V – Public Parks**

##### **Sec. 11-81. – Public parks.**

For purposes of this Article, the term *public park* or *park* shall mean a park, playground, or any other area in the Town owned or used by the Town for active or passive public recreation.

##### **Sec. 11-82. – Administration.**

The Town Manager is hereby delegated the authority to operate and maintain the public parks, which authority may be delegated to duly qualified employees and agents of the Town, and to

implement rules and regulations governing the public parks that are not inconsistent with the provisions of this Article. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation shall be deemed a violation of this Article.

**Sec. 11-83. - Daily park hours.**

Public parks shall be open daily to the public from 5:00 a.m. until 10:00 p.m. and no person not an employee of the Town on official Town business shall remain in the parks at any other time; provided, however, that the Town may, by permit, extend or limit the time herein specified.

**Sec. 11-84. - Destruction of park property.**

It shall be unlawful to cut, mark, remove, break or climb upon, or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the park facilities, buildings, equipment, fences, bridges or other structures or property within or upon the public parks, or in any other way injure or impair the natural beauty or usefulness of any public park.

**Sec. 11-85. - Erection of structures in park.**

It shall be unlawful to build or place any tent, booth, stand or other structure in or upon any public park except pursuant to written authorization by the Town.

**Sec. 11-86. - Alcohol.**

- (1) Alcoholic beverages prohibited. Except as provided below or pursuant to a special event liquor permit, it shall be unlawful to serve, consume or have an open container of alcoholic beverages in the public parks.
- (2) Hays Park. Upon approval of the Town and execution of a park reservation agreement, the Town may issue a permit for the consumption of fermented malt beverages in Hays Park. The Town shall collect a fee for the permit in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The permit shall not be transferrable and shall be in the permittee's possession while at the park.

**Sec. 11-87. – Lake Park.**

- (1) Persons may fish in Lake Park pursuant to a permit issued by the Town. The Town shall collect a fee for the permit in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The permit issued shall not be transferable and shall be in the permittee's possession while fishing. The Town may, in its discretion, revoke the permit if the permittee fails to comply with the park rules and regulations.
- (2) It shall be unlawful to:
  - (a) Fish in Lake Park except pursuant to a permit;
  - (b) Swim, wade or enter the water at Lake Park;
  - (c) Use a boat or floatation device in Lake Park; and
  - (d) Except for law enforcement, possess firearms at Lake Park.

**Sec. 11-88. – Violation.**

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code.

**Section 2. Severability.** If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

**Section 3. Code revisions.** Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

**Section 4. Publication; Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance shall be available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

## PARK RESERVATION AGREEMENT

Date Requested:\_\_\_\_\_ Time:\_\_\_\_\_am/pm to\_\_\_\_\_am/pm

Name or Organization\_\_\_\_\_

Address:\_\_\_\_\_

Phone/Cell #\_\_\_\_\_

Type of Function ("Event"):\_\_\_\_\_

Number of Participants\_\_\_\_\_(100 or more Special Events Permit required)

Alcohol Requested (Hays Park ONLY) Yes / No \_\_\_\_\_  
(Fermented Malt Beverage Only)

Inflatables Requested Yes / No

Contact person and phone #:\_\_\_\_\_

(office to complete section below)

Park \_\_\_\_\_ Fee: \_\_\_\_\_

Reserved \_\_\_\_\_  
\_\_\_\_\_

Deposit: \_\_\_\_\_

**TOTAL DUE: \_\_\_\_\_**

Deposit check will be cashed. Deposit, or a portion thereof, will be reimbursed subsequent to the Event on the condition that the applicant complied with the provisions contained herein. Charges may be made against deposit for loss, damage, cleaning and/or additional time (additional time charged at 150% of reservation amount).

### **Release of Liability and Agreement to Hold Harmless**

The applicant agrees to use the Park according to the Town's Rules and Regulations, which are attached hereto as Exhibit A. Among other obligations, the applicant agrees to be legally responsible for the conduct and control of both patrons and participants at the Event, to be financially responsible for any damages or injuries incurred arising from the use of the park, and to pay for repair or replacement, at the Town's discretion, for damage to the park property, including but not limited to the landscaping, facilities and equipment.

The applicant hereby agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, for damage or loss of property within the park. The applicant further agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, from and against all liability, claims or demands due to bodily injury, personal injury, sickness, disease or death, including attorney's fees, arising from or in any manner connected with the use of the park.

***THE UNDERSIGNED HAS CAREFULLY READ AND REVIEWED THIS AGREEMENT, UNDERSTANDS THIS AGREEMENT, IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND AGREES TO THE ABOVE STATED CONDITIONS:***

If an individual:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

If an organization:

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### PARK RULES AND REGULATIONS

1. Reservations are available for attendance of 0 – 99 participants. If over 100 participants, a Special Events Permit must be applied for which may include requirements for port-a- potties and/or trash removal. Other events requiring a Special Events Permit include, but are not limited to, events which:
  - barricade or block any roadway
  - obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic
  - the public is invited or admission is charged
  - utilizes amplified sound due to its impact on the surrounding neighbors
  - alcohol is sold or served to the public
2. Deposits checks will be deposited into Town of Johnstown account.
3. Town sponsored or hosted functions are exempt from these fees.
4. The privilege to use the park in the future will be denied to persons and/or groups that fail to comply with the rules of this agreement.
5. During the time the park is being used by the Lessee, the Lessee is responsible for any and all accidents, injuries, damages or loss of property. The Town of Johnstown and its designated representatives shall be held harmless for any and all claims resulting from the use of the park.
6. Lessee shall provide proper supervision, ensuring the protection of persons and property in its care, enforcement of park rules and regulations and restriction of all participants to authorized areas only.
7. Lessee is responsible for proper cleaning of the park being used. This includes all decoration removal, clean up of the trash around the area and proper disposal of trash is required before vacating the premises. If additional cleaning is required, the Town reserves the right to forfeit the Lessee's damage deposit. Any additional charges incurred will be the responsibility of the Lessee.
8. Reservations are not considered complete until all fees or deposits have been paid.
9. Lessee's must be 18 years or older.
10. Lessee shall be held responsible if any person within their party breaks or climbs upon, damage or deface the trees, shrubs, plants, turf or any of the facilities, buildings, equipment or other structures or property within or upon park premises, or in any way injure or impair the natural beauty or usefulness of any park or recreation area.
11. Removal of any Town-owned property from any Town park is strictly prohibited; violators are subject to criminal prosecution.

### PARK RULES

1. No vehicles are to be driven or parked on grass at any time without written permission from the Town.
2. No tents, booths, stands or other structures shall be placed in the parks without pursuant written authorization by the Town. If stakes are to be driven into the ground, please be aware of any irrigation lines present, Lessee will be held liable for any damaged line.
3. Reservations are allowed for areas of the park and/or park shelters. Tot lots and playgrounds cannot be reserved. Please be aware that the park is a public place and



there may be other residents using other areas of the park including the playgrounds and restrooms.

4. Pick up all trash and debris and deposit in a trash receptacle.
5. If plastic or a “dance floor” is laid on the grass, it must be removed in a timely manner to prevent the grass from dying.
6. Parks can be reserved from 5:00 a.m. to 10:00 p.m., 7 days a week.
7. Failure to obey park closing time or allowing unruliness by members of the group will warrant forfeiture of all deposits.
8. Park use permits must be available at the facility during the time of use by the Lessee.



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** March 15, 2021

**SUBJECT:** Thompson River Ranch Filing No. 8 Final Subdivision Plat

**ACTION PROPOSED:** Approve Resolution 2021-08 Approving the Thompson River Ranch Filing No. 8 Final Plat

**ATTACHMENTS:**

1. Vicinity Map
2. Resolution 2021-08
3. Filing No. 8 proposed Subdivision Plat
4. PZC Staff Report

**PRESENTED BY:** Kim Meyer, Planning & Development Director

---

### AGENDA ITEM DESCRIPTION:

The Applicant, Clayton Properties Group, Inc., is requesting final subdivision of 140.945 acres of land located on the east side of Thompson River Ranch, south of the Big Thompson River, and west of High Plains Blvd. (Attachment 1) The property is two existing unplatted parcels that encompass areas intended for single family lots, future residential development and platting, open space that includes the Big Thompson floodplain, and ultimate or half-width (south of River Ranch Parkway) right-of-way to complete the dedication from the eastern portion of the Thompson River Ranch project for High Plains Blvd.

The proposed subdivision plat (Attachment 3) includes 47 single family detached lots. Tract A provides additional residential acreage that will be replatted in the future, with the current "Filing 12" and "Filing 15" projects under current review for this area. Several outlots provide common open spaces, totaling 68.3 acres, that will be owned and maintained by the metropolitan district and contain trails.

This subdivision does include floodplain areas. An additional Conditional Letter of Map Revision (CLOMR) has been submitted to FEMA to further pull back the 1% (100-yr) floodplain, to which the Town regulates and restricts development, to ensure that it is fully contained in outlots and does not encroach on buildable lots.

*The Community That Cares*

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Per Town code, buildings may only be permitted within the floodplain that do meet FEMA criteria for floodproofing or have otherwise been removed from the floodplain, which is the current intention and strong preference of both the Town and the Developer. A Letter of Map Revision (LOMR) cannot be issued by FEMA until final grading is in place, and new elevations have been recorded and provided to FEMA.

A Subdivision Improvement and Development Agreement and a Water and Sewer Service Agreement accompany this item on this same Town Council agenda to ensure completion of needed improvements and document raw water dedications appropriate to the development being proposed.

These lots would count towards the development agreement triggers from this and prior filings that pertain to the improvement of High Plains Boulevard by June 30, 2021, after which time permit issuance will be suspended until that road is complete; as well as the “500<sup>th</sup>” Certificate of Occupancy by which time the community building and pool must be completed. The High Plains Boulevard work includes completing a Hillsborough Ditch crossing that needed to be done prior to irrigation water running in March 2021. The road improvement plans have been reviewed multiple times, and are anticipated to be nearing completion. A Floodplain Development Permit for the road improvements will be required to ensure “no rise” of the base floodplain elevation as a result of the improvements to High Plains Blvd.

This proposed subdivision plat is in substantial compliance with the previously-approved Preliminary Plat, as well as Town and PUD design standards and specs, and serves to complete platting of the common outlots and road dedication for High Plains Boulevard in this area.

The Planning & Zoning Commission held a public hearing on October 14, 2020; no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Final Subdivision plat to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-08 (Attachment 2).

#### **LEGAL ADVICE:**

The Town Attorney drafted the Resolution.

#### **FINANCIAL ADVICE:**

NA

#### **RECOMMENDED ACTION:**

Approve Resolution 2021-08 Approving Thompson River Ranch Filing No. 8 Final Plat with conditions.

#### **SUGGESTED MOTIONS:**

##### **For Approval**

Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-08 Approving Thompson River Ranch Filing No. 8 Final Plat with conditions as stated within that resolution.

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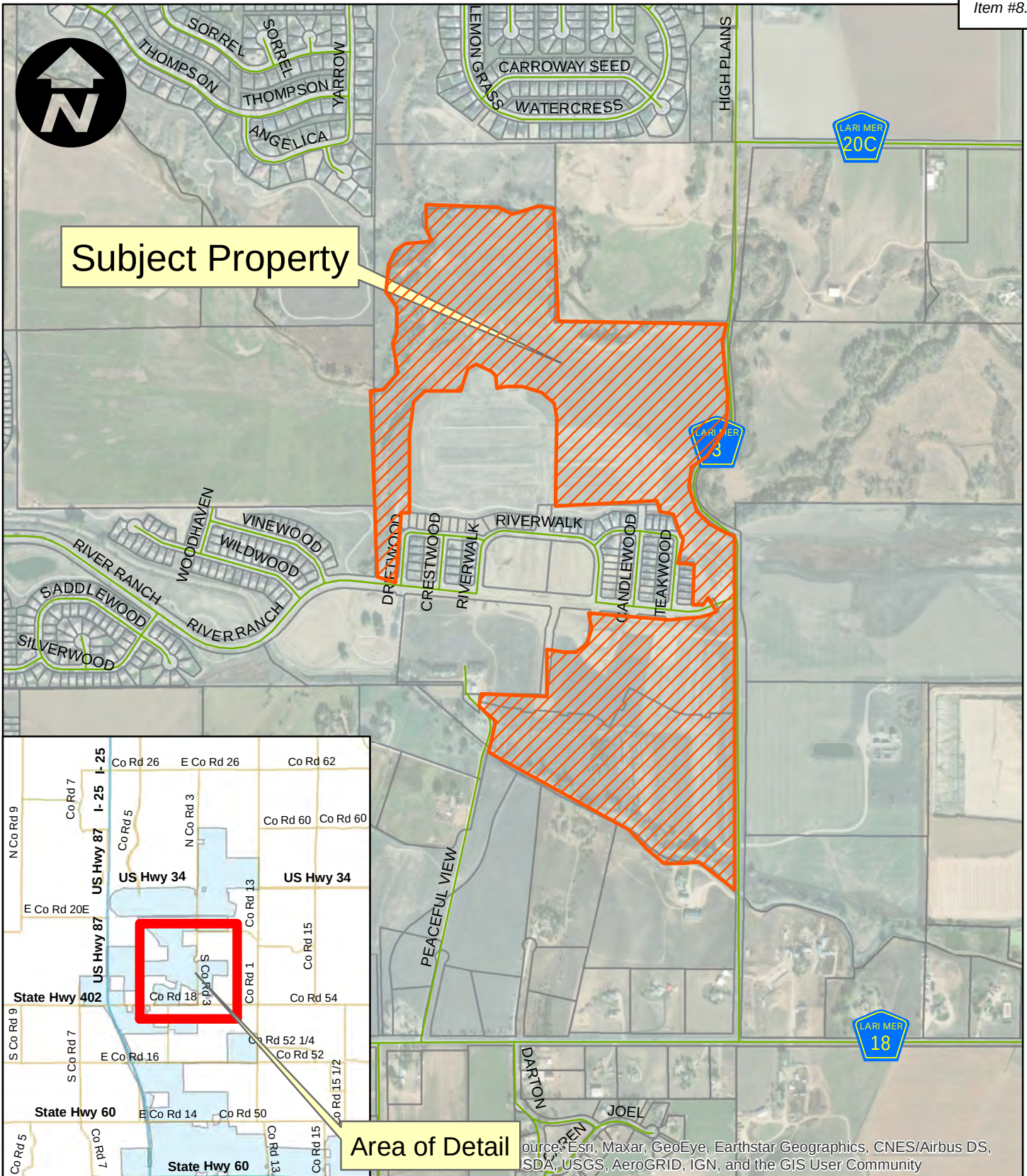
**For Denial**

Based on information presented in this hearing, I move to deny Resolution 2021-08 with the following findings...

***Reviewed and Approved for Presentation,***



Town Manager



SUB20-0005  
Thompson River Ranch Filing 8  
Approx. LCR 3 & River Ranch Pkwy.



**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2021-08**

**APPROVING THE FINAL PLAT FOR THOMPSON RIVER RANCH FILING NO. 8, LOCATED IN PART OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 14 AND PART OF THE UNPLATTED EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 140.945 ACRES.**

**WHEREAS**, Clayton Properties Group II, a Colorado corporation (“Developer”), submitted an application to the Town of Johnstown for approval of a Final Plat for Thompson River Ranch Filing No. 8, a subdivision of certain lands located in part of the unplatted Southeast Quarter of Section 14 and part of the unplatted East Half of Section 23, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 140.945 acres; and

**WHEREAS**, on October 14, 2020, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Plat for Thompson River Ranch Filing No. 8 with certain conditions; and

**WHEREAS**, on March 15, 2021, the Town Council held a public hearing concerning approval of the Final Plat for Thompson River Ranch Filing No. 8 and, after considering the Planning and Zoning Commission’s recommendations, reviewing the file, and conducting such hearing, found as follows:

1. The data requirements, design standards and required improvements meet the requirements of the Johnstown Municipal Code Subdivision Regulations; and
2. The Final Plat for Thompson River Ranch Filing No. 8, as submitted, conforms substantially with the Preliminary Plat as approved.

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

**Section 1. Final Plat Approval:** The Final Plat for Thompson River Ranch Filing No. 8, a subdivision of certain lands located in part of the unplatted Southeast Quarter of Section 14 and part of the unplatted East Half of Section 23, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 140.945 acres, is hereby approved, subject to the following conditions:

1. The Developer shall work with Town Staff to resolve outstanding comments and final revisions, until all plans, reports and drawings are approved by Town Staff and the Town Engineer;
2. The Developer shall continue to work on configuration and construction drawings for Larimer County Road 3 in accordance with the requirements of Town Staff, the Town Engineer and Larimer County Engineering;

3. A subdivision development and improvement agreement and a water and sewer service agreement shall be executed by the Town and the Developer and be recorded concurrently with the Final Plat for Thompson River Ranch Filing No. 8; and
4. The Developer shall pay the storm water system development fee to the Town pursuant to Section 13-136(1) of the Johnstown Municipal Code prior to recordation of the Final Plat for Thompson River Ranch Filing No. 8.

**Section 2. Recording:** The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Thompson River Ranch Filing No. 8 and, consistent with the conditions set forth above, have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

Item #8.

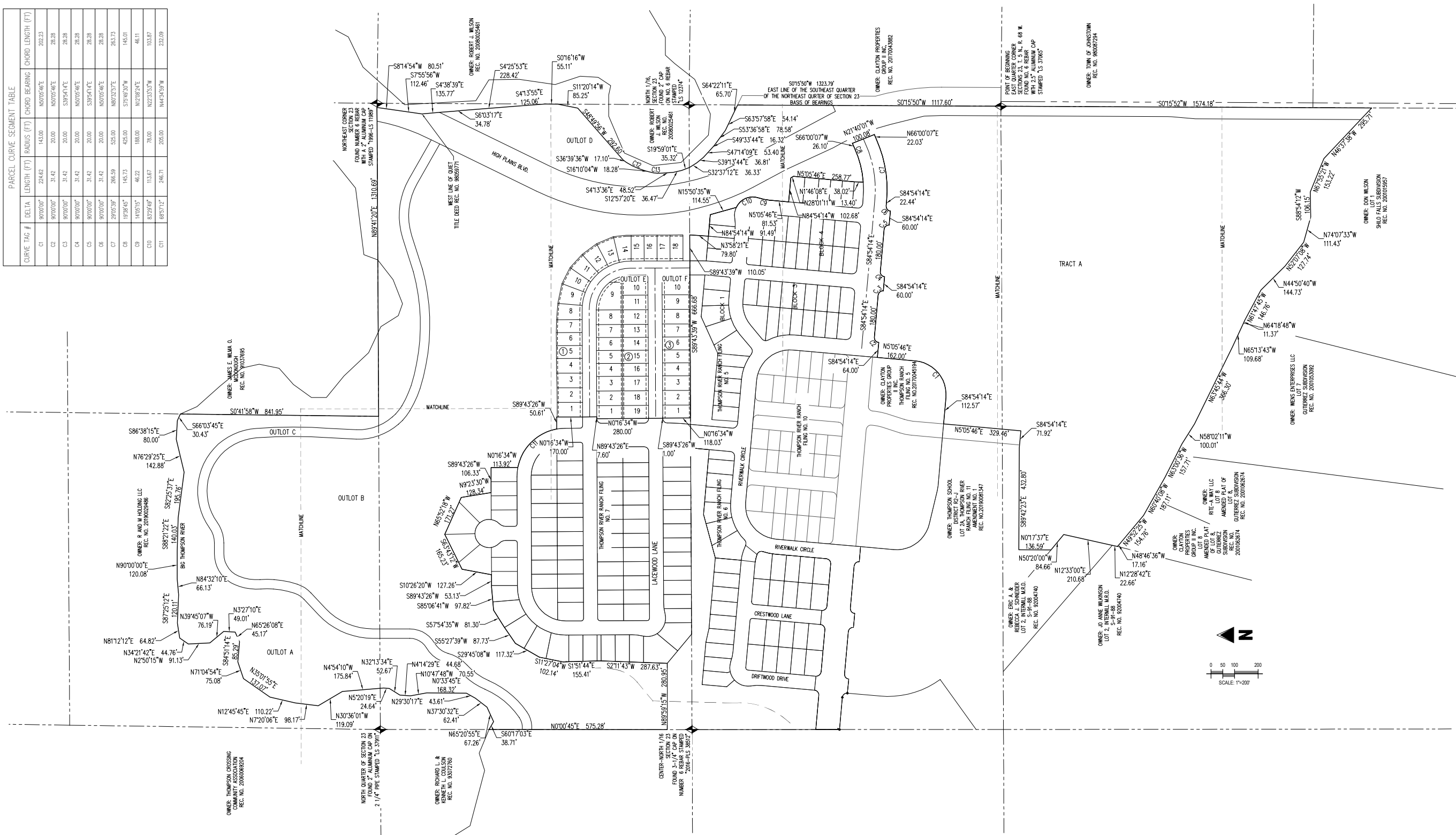
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THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND  
PART OF THE EAST HALF OF SECTION 23,  
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

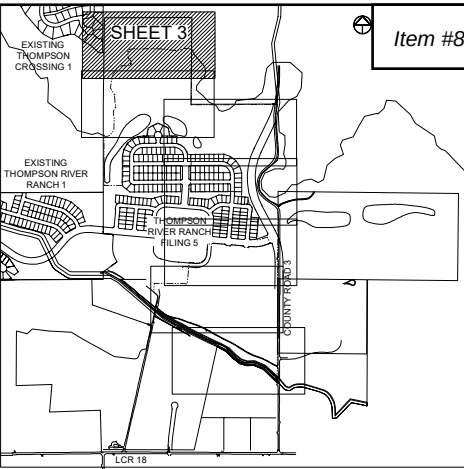
Item #8.

| PARCEL CURVE SEGMENT TABLE |           |             |             |                   |
|----------------------------|-----------|-------------|-------------|-------------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD LENGTH (FT) |
| C1                         | 90°00'00" | 224.62      | 143.00      | 202.23            |
| C2                         | 90°00'00" | 31.42       | 20.00       | 28.28             |
| C3                         | 90°00'00" | 31.42       | 20.00       | 28.28             |
| C4                         | 90°00'00" | 31.42       | 20.00       | 28.28             |
| C5                         | 90°00'00" | 31.42       | 20.00       | 28.28             |
| C6                         | 90°00'00" | 31.42       | 20.00       | 28.28             |
| C7                         | 29°05'39" | 266.59      | 525.00      | 263.73            |
| C8                         | 19°38'45" | 145.73      | 425.00      | 145.01            |
| C9                         | 14°09'55" | 46.22       | 188.00      | 46.11             |
| C10                        | 83°29'49" | 113.67      | 78.00       | 103.87            |
| C11                        | 88°27'12" | 246.71      | 205.00      | 233.09            |



| # | DATE    | ISSUE / DESCRIPTION | INIT. |
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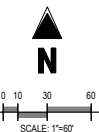
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Item #8.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EXISTING EASEMENT
- LOWR 1% CHANCE (100 YEAR) FLOODPLAIN  
LOWR 16-08-1159F, NOVEMBER 16, 2017
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067\* UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067\* UNLESS OTHERWISE NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 38038"
- FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638"
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37065"
- SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE\*
- REC. NO. RECEPTION NUMBER
- HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



OWNER: THOMPSON CROSSING  
COMMUNITY ASSOCIATION  
REC. NO. 20060069204

OWNER: R AND M HOLDING LLC  
REC. NO. 20190029486

OWNER: JAMES E. WILMA O.  
MCDONOUGH  
REC. NO. 91037695

OUTLOT A  
OPEN SPACE  
NOT BUILDABLE  
679,140 SF  
15.591 AC

OUTLOT C  
165,188 SF  
3.792 AC

OUTLOT B  
OPEN SPACE  
NOT BUILDABLE  
1,873,030 SF  
42.999 AC

-MATCHLINE (SEE SHEET 4)

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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD  
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION  
FILING NO. 8

FINAL PLAT

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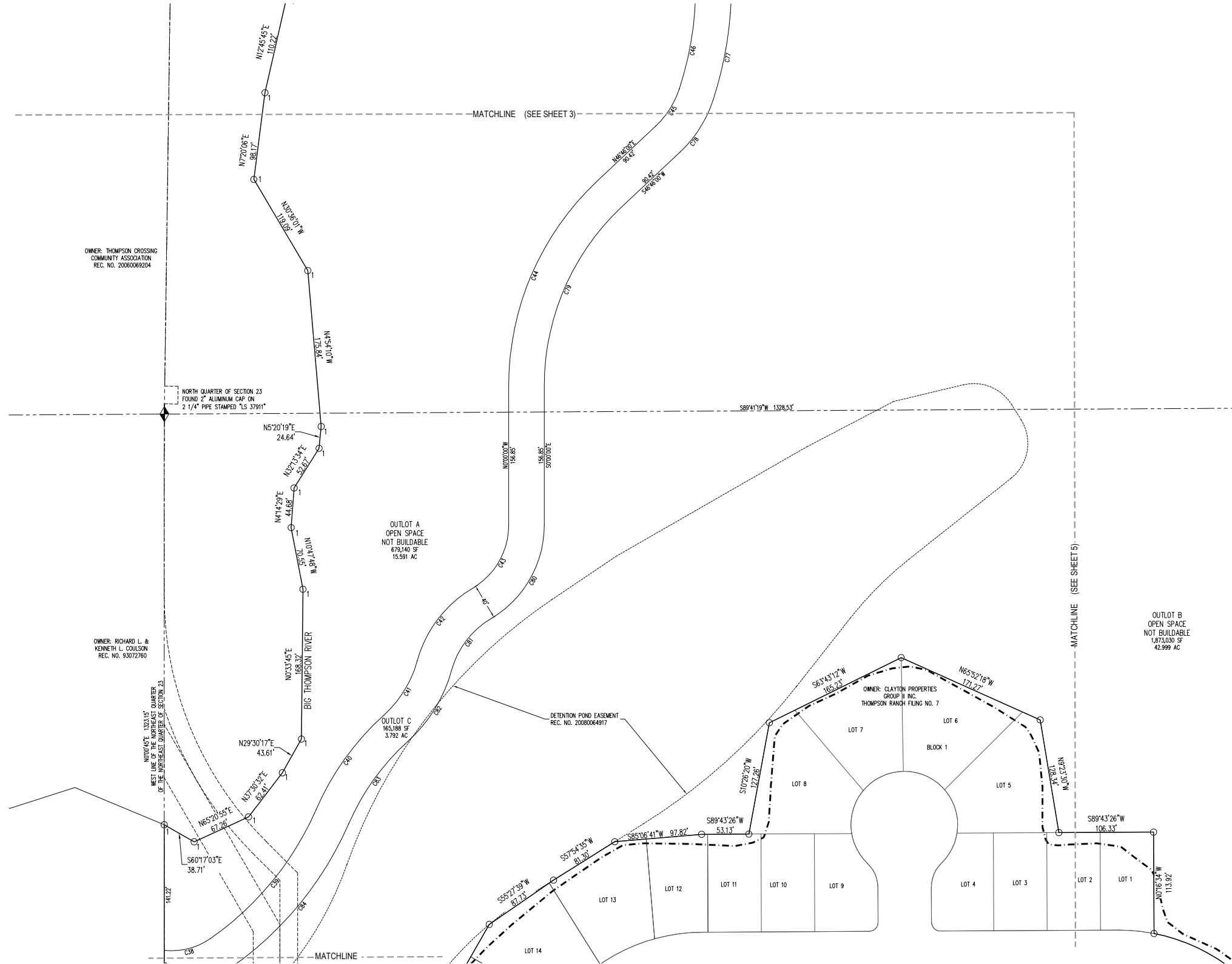
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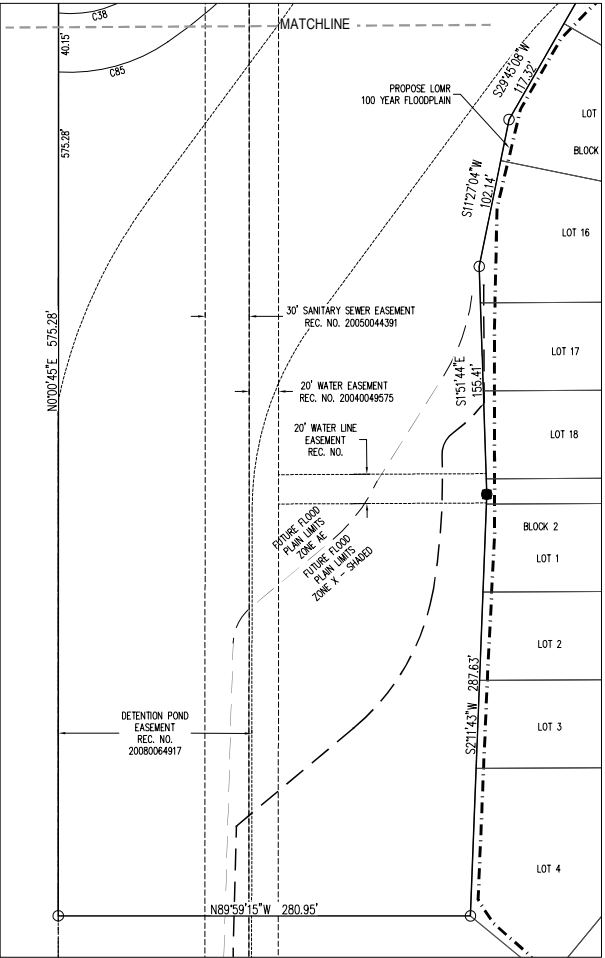
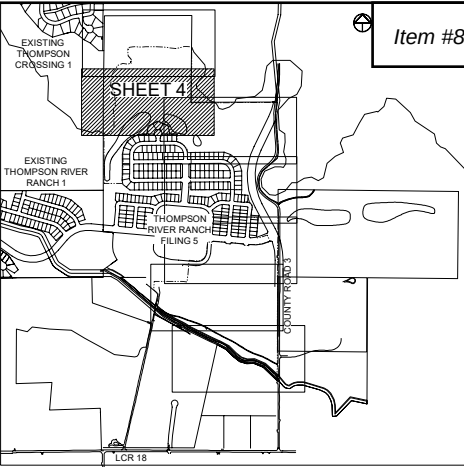
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PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14  
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**LEGEND**

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- PLSS ALIQUOT LINE
- EXISTING EASEMENT
- LOWR 1% CHANCE (100 YEAR) FLOODPLAIN  
LOWR# 16-06-1159P, NOVEMBER 16, 2017
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
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- REC. NO. RECEPTION NUMBER
- HIGH PLAINS BLVD, DEDICATED RIGHT OF WAY



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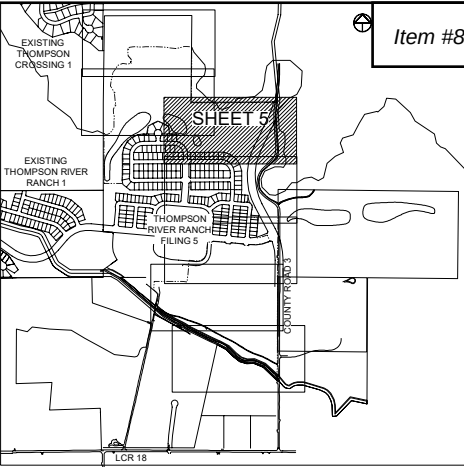
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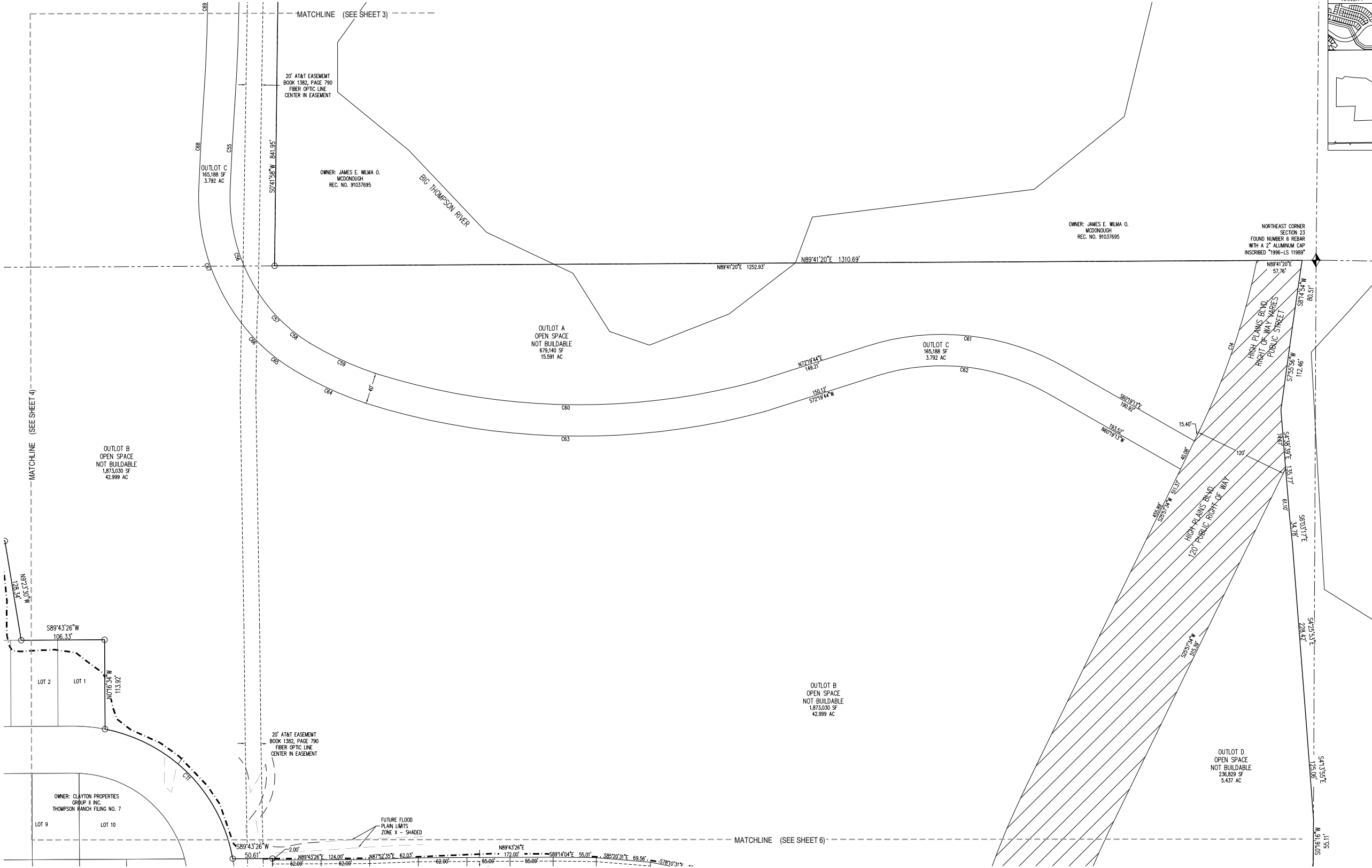
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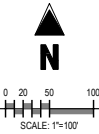
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  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
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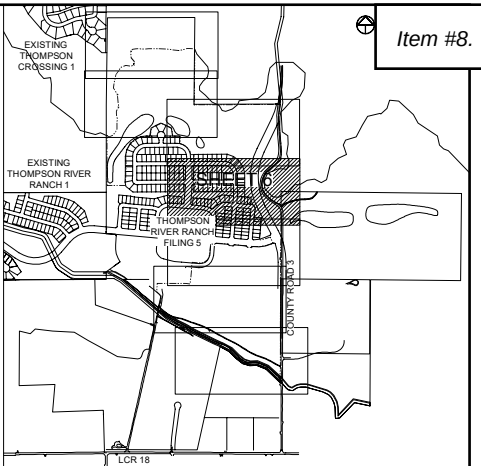
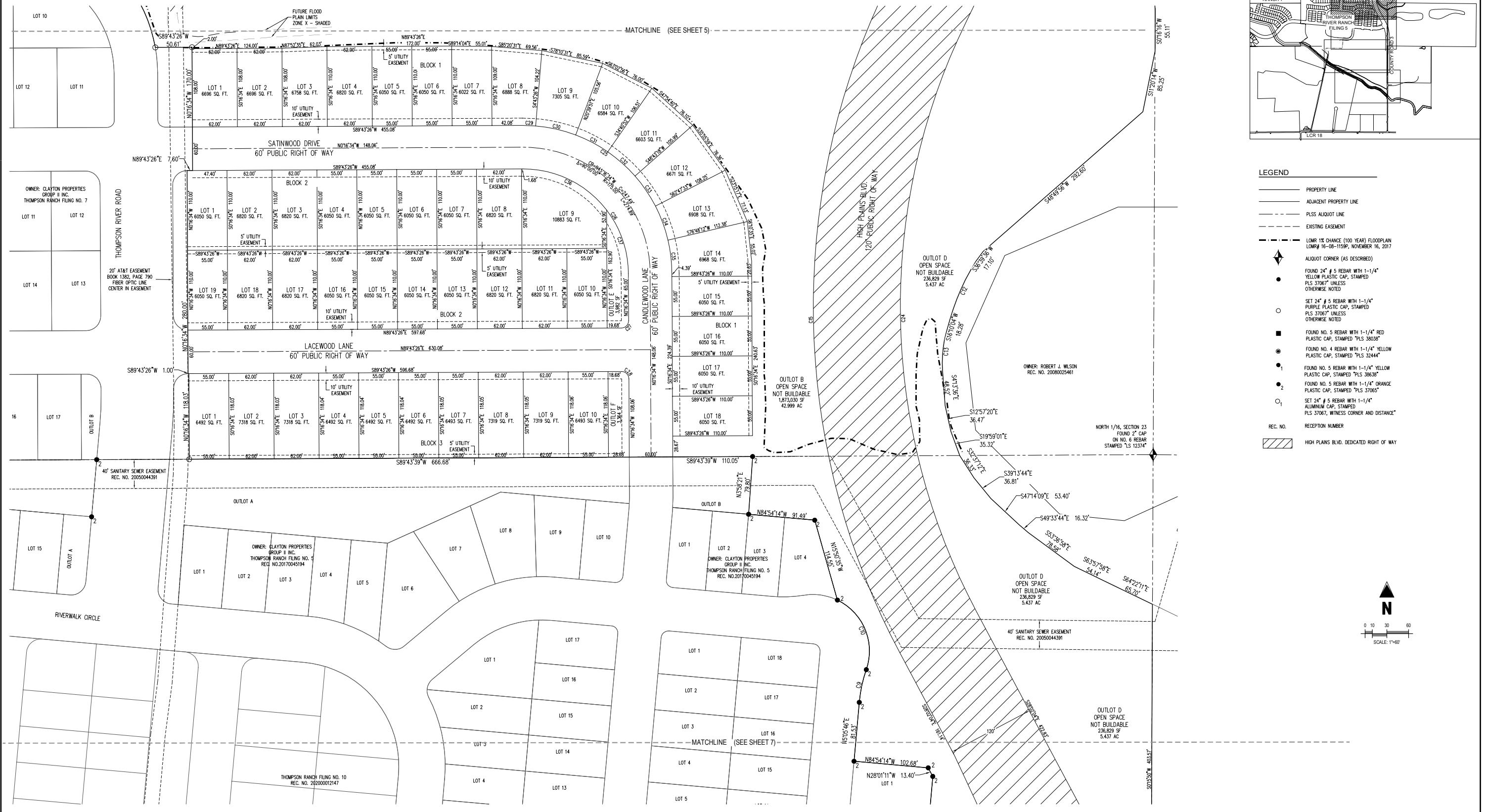
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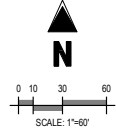
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MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION  
FILING NO. 8  
FINAL PLAT

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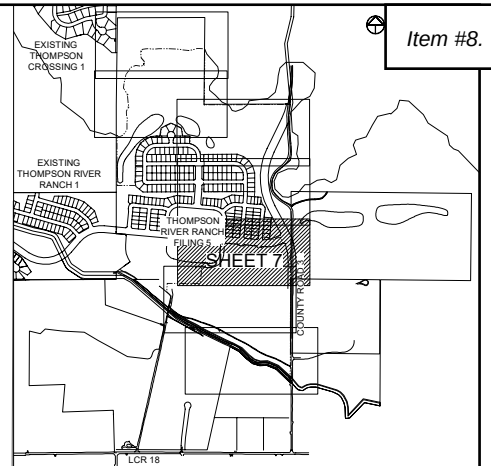
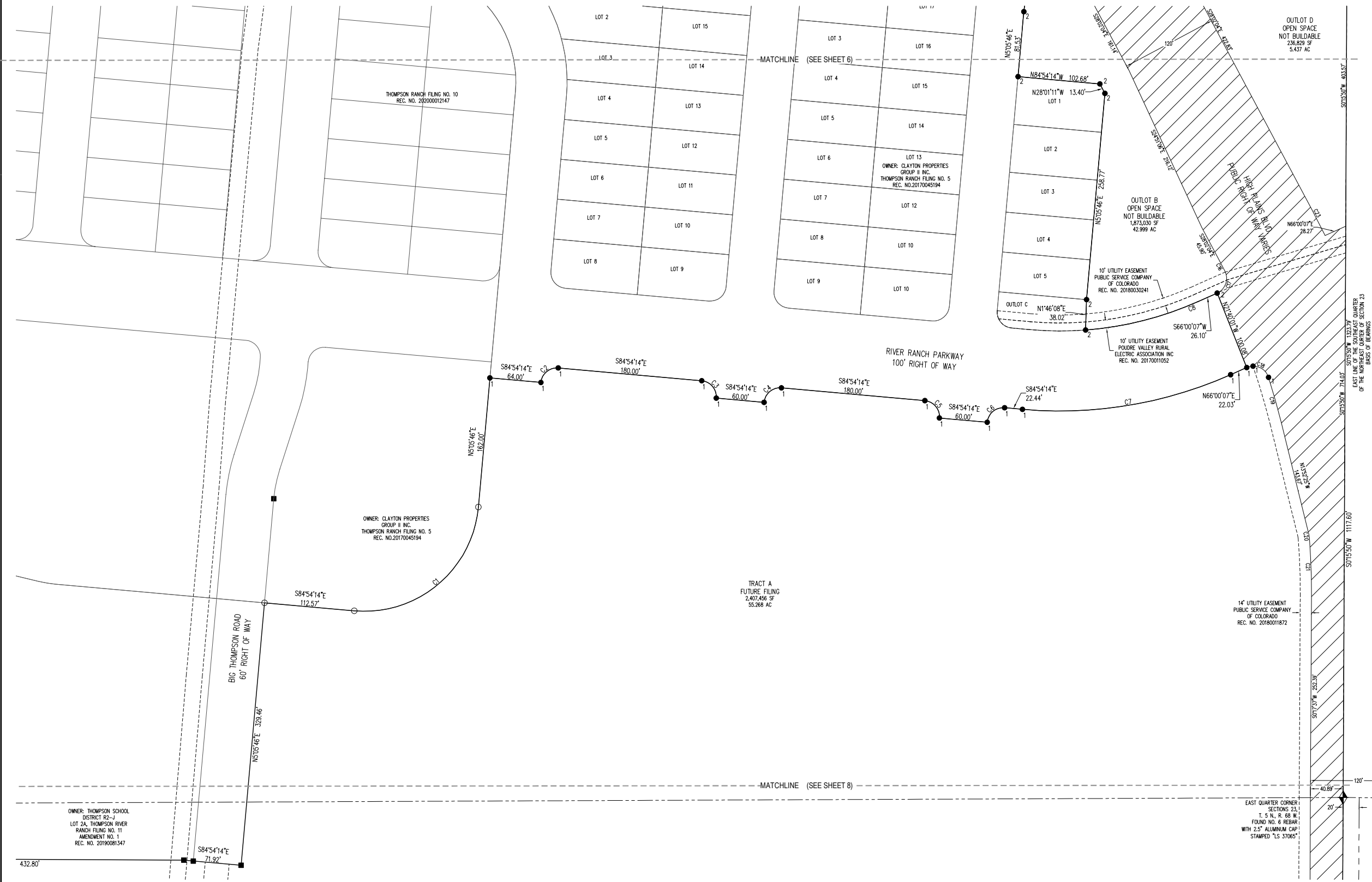
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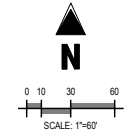
6 OF 9

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THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14  
AND PART OF THE EAST HALF OF SECTION 23,  
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



- LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - PLSS ALIQUOT LINE
  - EXISTING EASEMENT
  - LOMR 1% CHANCE (100 YEAR) FLOODPLAIN LOMR# 16-08-115SP, NOVEMBER 16, 2017
  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
  - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
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  - REC. NO. RECEPTION NUMBER
  - HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



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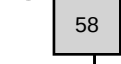
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7 OF 9

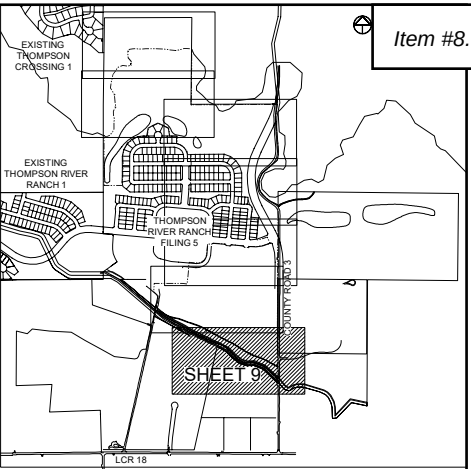
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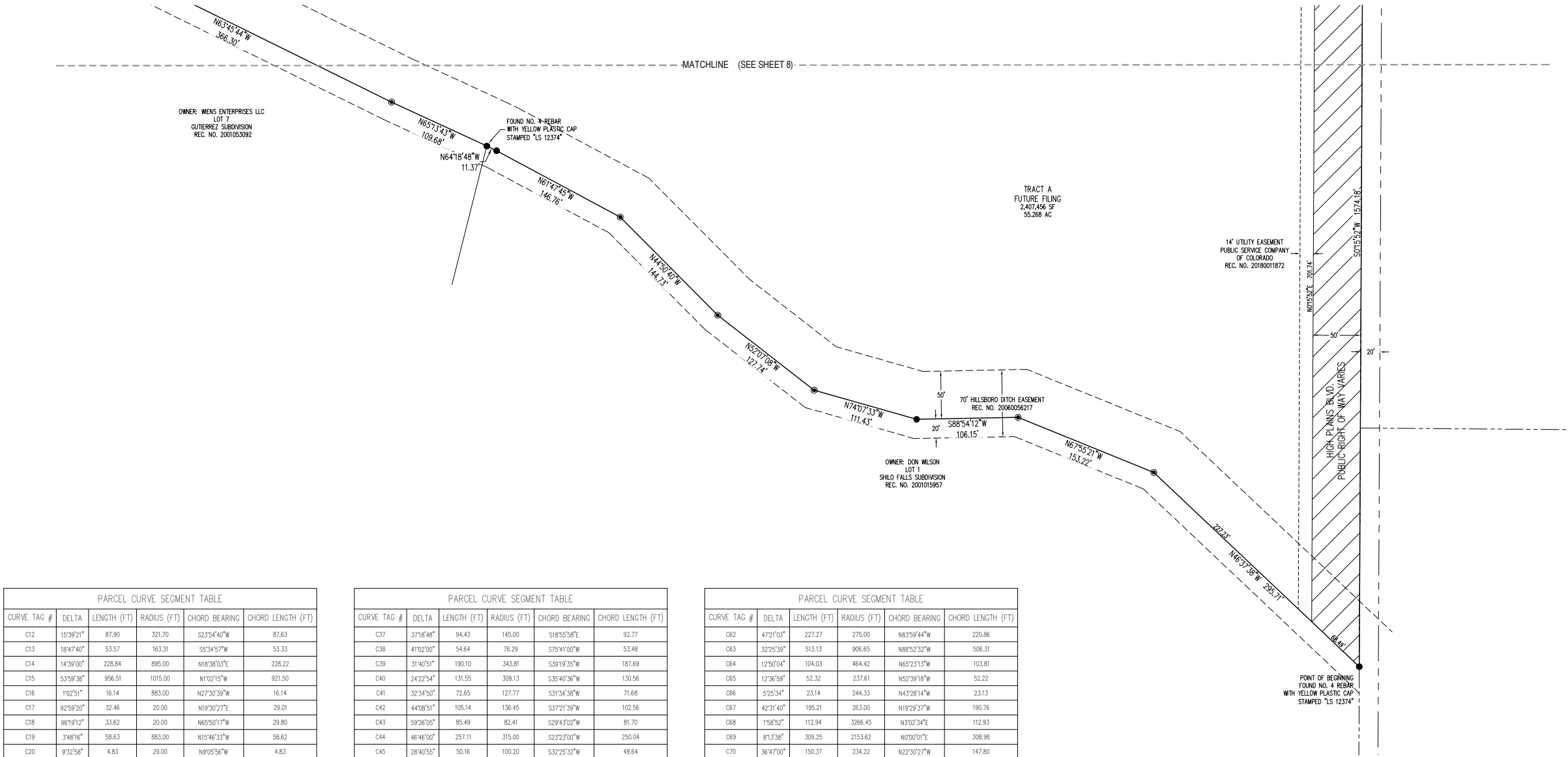
Item #8.



THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
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AND PART OF THE EAST HALF OF SECTION 23,  
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Item #8.

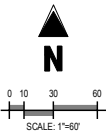


| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C12                        | 15°39'21" | 87.90       | 321.70      | S23°54'40"W   |
| C13                        | 18°47'40" | 53.57       | 163.31      | S5°34'57"W    |
| C14                        | 14°39'00" | 228.84      | 895.00      | N18°38'13"E   |
| C15                        | 53°59'38" | 956.51      | 1015.00     | N1°02'15"W    |
| C16                        | 1°02'51"  | 16.14       | 883.00      | N27°30'39"W   |
| C17                        | 92°59'20" | 32.46       | 20.00       | N19°30'27"E   |
| C18                        | 96°19'12" | 33.62       | 20.00       | N65°50'17"W   |
| C19                        | 3°46'16"  | 58.63       | 883.00      | N15°46'33"W   |
| C20                        | 9°32'56"  | 4.83        | 29.00       | N8°05'56"W    |
| C21                        | 4°37'04"  | 72.14       | 895.00      | N2°00'55"W    |
| C22                        | 0°16'36"  | 15.93       | 2940.00     | N0°26'56"E    |
| C23                        | 2°00'14"  | 35.50       | 1015.00     | S27°01'51"E   |
| C24                        | 53°59'38" | 843.42      | 895.00      | N1°02'15"E    |
| C25                        | 90°00'00" | 322.01      | 205.00      | S45°16'34"E   |
| C26                        | 90°00'00" | 227.77      | 145.00      | N45°16'34"W   |
| C27                        | 90°00'01" | 15.71       | 10.00       | N44°43'26"E   |
| C28                        | 90°00'00" | 15.71       | 10.00       | N45°16'34"W   |
| C29                        | 5°04'40"  | 18.17       | 205.00      | N8°44'14"W    |
| C30                        | 15°50'19" | 56.67       | 205.00      | N77°16'44"W   |
| C31                        | 14°02'27" | 50.24       | 205.00      | N62°20'22"W   |
| C32                        | 14°02'27" | 50.24       | 205.00      | N48°17'52"W   |
| C33                        | 14°02'27" | 50.24       | 205.00      | N34°15'28"W   |
| C34                        | 14°02'27" | 50.24       | 205.00      | N20°13'02"W   |
| C35                        | 12°55'14" | 46.23       | 205.00      | N6°44'11"W    |
| C36                        | 52°41'12" | 133.34      | 145.00      | S63°55'58"E   |

| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C37                        | 37°18'48" | 94.43       | 145.00      | S18°59'58"E   |
| C38                        | 41°02'00" | 54.64       | 76.29       | S75°41'00"W   |
| C39                        | 31°40'51" | 190.10      | 343.81      | S39°19'35"W   |
| C40                        | 24°22'54" | 131.55      | 309.13      | S35°40'36"W   |
| C41                        | 32°34'50" | 72.65       | 127.77      | S31°34'38"W   |
| C42                        | 44°08'51" | 105.14      | 136.45      | S37°21'39"W   |
| C43                        | 59°26'05" | 85.49       | 82.41       | S29°43'02"W   |
| C44                        | 46°46'00" | 257.11      | 315.00      | S23°23'00"W   |
| C45                        | 28°40'55" | 50.16       | 100.20      | S32°25'32"W   |
| C46                        | 13°47'16" | 90.46       | 375.92      | S11°11'26"W   |
| C47                        | 8°35'36"  | 53.43       | 356.22      | S0°00'00"E    |
| C48                        | 27°23'15" | 113.20      | 236.82      | S9°23'49"W    |
| C49                        | 67°00'53" | 166.26      | 142.15      | S56°35'53"W   |
| C50                        | 0°12'39"  | 46.00       | 12504.95    | S90°00'00"W   |
| C51                        | 35°39'48" | 69.18       | 111.14      | S72°03'46"W   |
| C52                        | 83°42'18" | 390.54      | 267.32      | N83°54'59"W   |
| C53                        | 36°52'30" | 176.49      | 274.23      | N22°33'12"W   |
| C54                        | 8°13'36"  | 314.96      | 2193.62     | N0°00'01"W    |
| C55                        | 1°58'10"  | 111.42      | 3226.45     | N3°02'37"E    |
| C56                        | 42°30'13" | 165.43      | 223.00      | N19°30'20"W   |
| C57                        | 5°24'37"  | 19.29       | 204.33      | N43°27'45"W   |
| C58                        | 12°36'00" | 43.45       | 197.59      | N52°39'46"W   |
| C59                        | 12°47'40" | 94.77       | 424.42      | N65°22'01"W   |
| C60                        | 32°20'55" | 489.30      | 866.65      | N88°51'22"W   |
| C61                        | 47°21'03" | 260.33      | 315.00      | N83°59'44"W   |

| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C62                        | 47°21'03" | 227.27      | 275.00      | N83°59'44"W   |
| C63                        | 32°25'39" | 513.13      | 906.65      | N88°52'32"W   |
| C64                        | 12°50'04" | 104.03      | 464.42      | N65°23'13"W   |
| C65                        | 12°36'59" | 52.32       | 237.61      | N52°39'18"W   |
| C66                        | 5°25'54"  | 23.14       | 244.33      | N43°28'14"W   |
| C67                        | 42°31'40" | 195.21      | 263.00      | N19°29'37"W   |
| C68                        | 1°58°52"  | 112.94      | 3266.45     | N3°02'34"E    |
| C69                        | 8°13'38"  | 309.25      | 2153.62     | N0°00'01"E    |
| C70                        | 36°47'00" | 150.37      | 234.22      | N22°30'27"W   |
| C71                        | 83°38'39" | 331.72      | 227.32      | N83°57'48"W   |
| C72                        | 35°39'48" | 94.08       | 151.14      | S72°03'46"W   |
| C73                        | 0°12'39"  | 46.14       | 12544.94    | N90°00'00"W   |
| C74                        | 67°00'53" | 119.48      | 102.15      | S56°35'53"W   |
| C75                        | 27°23'15" | 94.08       | 196.82      | S9°23'49"W    |
| C76                        | 8°35'36"  | 59.43       | 396.22      | S0°00'00"E    |
| C77                        | 13°47'16" | 100.09      | 415.92      | S11°11'26"W   |
| C78                        | 28°40'55" | 70.18       | 140.20      | S32°25'32"W   |
| C79                        | 46°46'00" | 224.46      | 275.00      | S23°23'00"W   |
| C80                        | 59°26'05" | 126.98      | 122.41      | S29°43'02"W   |
| C81                        | 44°08'51" | 74.32       | 96.45       | S37°21'39"W   |
| C82                        | 32°34'50" | 95.40       | 167.77      | S31°34'38"W   |
| C83                        | 24°22'54" | 114.53      | 269.13      | S35°40'36"W   |
| C84                        | 31°40'51" | 212.22      | 383.81      | S39°19'35"W   |
| C85                        | 38°54'02" | 78.96       | 116.29      | S74°37'01"W   |

- LEGEND
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - PLSS ALIQUOT LINE
  - EXISTING EASEMENT
  - LOW 1% CHANCE (100 YEAR) FLOODPLAIN
  - ALIQUOT CORNER (AS DESCRIBED)
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  - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067\* UNLESS OTHERWISE NOTED
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  - REC. NO.
  - RECEPTION NUMBER
  - HIGH PLANS BLVD. DEDICATED RIGHT OF WAY



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9 OF 9

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# Town of Johnstown

## PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

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|                      |                                                                          |
|----------------------|--------------------------------------------------------------------------|
| <b>ITEM:</b>         | <b>SUB20-0005 Thompson River Ranch Filing 8- Final Subdivision</b>       |
| <b>DESCRIPTION:</b>  | Subdivision of 140.945 acres, to include 47 detached single-family lots. |
| <b>LOCATION:</b>     | North or River Ranch Pkwy., West of High Plains Blvd.                    |
| <b>APPLICANT:</b>    | Clayton Properties Group II, Inc – Todd Bloom                            |
| <b>STAFF:</b>        | Darryll Wolnik, Planner II                                               |
| <b>HEARING DATE:</b> | October 14, 2020                                                         |

---

### PROPERTY INFORMATION

The applicant, Clayton Properties Group, Inc. is requesting final subdivision of 140.945 acres of land located on the east side of Thompson River Ranch, south of the Big Thompson River, and west of High Plains Blvd. The proposed subdivision is currently two undeveloped parcels, historically used for agricultural purposes, which is wholly-owned by the Applicant. *(See Attachment A.)*

This subject property is currently zoned PUD-MU. Surrounding properties to the west and southwest, as well as directly across High Plains Blvd., are zoned PUD-MU. Those lands zoned PUD-MU are part of the overall Thompson River Ranch development, and are either open spaces, or future filings. Property across the river to the north is zoned PUD-R and PUD-MU. Lands to the northeast are zoned in Larimer County as FA – Farming, as are lands to the south.

Surrounding land uses to the west are detached single-family and are part of the overall Thompson River Ranch development, more precisely Filings 5, 6, 7, 10, and 11. Filing 11, immediately west of this proposed filing, includes the future site of the Thompson School District Pre-K – 8<sup>th</sup> grade school which is currently under construction. North and across the Big Thompson River is Thompson Crossing II, consisting of additional detached single-family housing. To the northwest is natural lands that have been dedicated into a perpetual conservation easement. Across High Plains Blvd. to the east is future filing 13, and south of that is the Town's Low Point Waste Water Treatment Plant. To the south is the Hillsborough Ditch, and across that is rural residential and agricultural uses. (not needed)

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## HISTORY

The subject property was annexed into Town as part of the WRFG annexation in 2000 by ordinance #2000-639. PUD-MU zoning was granted on December 18, 2000, by ordinance #2000-646. A Preliminary Plat and Development Plan, along with design guidelines, were approved on March 7, 2005, by , resolution #2005-08. Filings 1-7 and 9-11 have already been approved at various times since approval of the preliminary plat, and are at various stages of development.

## NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 24, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to property owners in the 500-ft vicinity. No community meeting was held, as Thompson River Ranch has been an ongoing development for over a decade, with well-established development plans.

## PROJECT OVERVIEW

This proposed subdivision would create 47 single-family lots. *(See Attachment B)* These lots comprise 7.195 acres (5.11%) of the property, and range from 6,050 SF to 10,883 SF with an average area of 6,669 s/f. A single tract, Tract A, is being platted with this filing for future filings of Thompson River Ranch. Tract A will be utilized as Filings 12 (already under review) and 15. Six common outlots would be created as part of this plat, constituting 68.265 acres (48.43%) of open space and stormwater detention areas. Outlot C is being platted for the regional river trail, which is a 10' wide concrete pedestrian trail that will eventually link Johnstown to its neighbors. The lots contained within this filing will count towards the 500-unit threshold at which point Oakwood Homes must have completed the community center building and park.

Filing 8 creates 372,998 square feet of landscape area, or 8.56 acres. Of that landscape area, approximately 277,289 square feet (74%) is native seed. The remaining area is made up of 77,842 square feet (21%) of irrigated turf and 17,867 square feet (5%) of planting beds.

Multiple new roads will be created as part of this subdivision, totaling 2.192 acres (1.56%) of the overall land for this subdivision. These roads will be dedicated to the Town as public rights-of-way. Dedicated rights of way will be 60' wide, measuring 36' TBC (top back of curb) to TBC, and 6' paved sidewalk and 6' park strip on either side. A 10' public utilities easement has been dedicated along all rights-of-way, along with a 5' public utilities easement along rear lot lines. Additionally, applicant is dedicating 8.367 acres (5.94%) to the widening of High Plains Blvd. Said dedication will create the ultimate 120' ROW in those areas north of River Ranch Parkway, and ROW of varying widths to the south.

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Filing 8 has multiple points of access from existing filings of Thompson River Ranch. Candlewood Ln. will run north-south from Filing 5 and turn east-west, becoming Satinwood Dr. Satinwood Dr. will then connect to Filing 7, which was recently approved and is currently under construction. Lacewood Ln. would also run east-west and would connect this proposed filing to Filing 7.

Along those areas of the subdivision where single-family lots will abut outlots or open space, split rail fencing is to be built per the FDP. Said fence will feature masonry pilasters every 100' maximum. In areas where lots abut other lots or other filings, no fencing will be built as part of the FDP. Fencing in these situations may be built by individual lot owners in accordance with Town standards and Thompson River Ranch design guidelines.

This filing does not create any new parks. However, this filing does create a new network of trails. The 10' river trail, stretching from High Plains Blvd. and along the river to the western bounds of this filing, is being constructed as part of this filing. Additional 8' trails are being built to connect the 10' trail to the rest of the trail system within Thompson River Ranch. These trails lead to other trails which in turn lead to developed areas, sidewalks, and the community park being constructed with Thompson River Ranch. Johnstown Municipal Code Sec 17-51 requires dedication of a minimum of 10% of the gross land area to the Town as park land, 2.46 acres for this development. In this case, where a residential Metro District (a quasi-governmental special district) is anticipated to own and maintain these open spaces, per Section V.A.2 of the approved Service Plan, and therefore ensure adjacent residents and future developments can interconnect and enjoy the trail network and open spaces, the Town waives the requirement of specific dedication.

Development plans for Thompson River Ranch are approved at the administrative level. (See Attachment C, for reference only.)

### **Comprehensive Plan Goals**

*Goal CF 1 – New development achieves the community's goals and is consistent with the Town's vision.*

**Fair share of the cost of growth:** The proposed subdivision contributes housing units towards benchmarks for determining when the developer will make improvements to Larimer County Rd. 3/High Plains Blvd.

*Goal CF 3 – An enhanced character of developments and overall image.*

**Pedestrian-friendly environments:** The proposed subdivision contributes well beyond the minimum number of trees and plants while expanding the overall trails plan of Thompson River Ranch, providing walkable areas and access to natural spaces.

*Goal NH 1 – A diversity of housing types to support the housing needs of a diverse population.*

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**Location and proximity:** The proposed subdivision is within walking/biking distance, or a short drive, to the village center and gateway area 2534 and the employment center at Iron Horse.

*Goal PG 1 – Maintain and implement a parks, recreation, open space, and trails plan.*

**Trail system:** The proposed subdivision implements trails that connect to the greater trail system within Thompson River Ranch, including the Big Thompson River Trail.

### **Staff Analysis**

Overall, the Subdivision and Development Plans are in keeping with the preliminary plat and performance standards of Thompson River Ranch, as well as public improvements standards and specs, and the municipal code. The plans have gone through rigorous review by Staff and our ancillary reviewers.

This proposed filing plats a large area of previously-unplatted land. Rather than continue to cut pieces from the lot(s) of record, staff thought it best to plat the entire property to “clean up” the linework and plat. This proposed filing will officially designate those areas to the north of this filing as open space and not buildable. It will also set aside Tract “A” as a future filing.

Additional right-of-way is being dedicated along this filing’s frontage with High Plains Blvd.

Construction of the 10’ trail along the Big Thompson River satisfies the requirements of the Johnstown-Milliken Parks, Trails, and Open Space plan. While it stubs into private unincorporated land at the western edge of this proposed filing, this trail is a portion of the overall trail that will connect Johnstown’s trail system to that of Loveland.

All newly platted lots are outside of the current 1% chance 100-year floodplain, as outlined by Letter of Map Revision (LOMR) 16-08-1159P, dated November 16, 2017. Oakwood Homes has another LOMR in process, which cannot be completed until after the subdivision is graded to approved plans. This revision will move the flood plain further back from platted lots within this filing.

As previous-stated, these units will count towards the final counts for at least two improvement projects. Most importantly, these homes will count towards the 120-building permit threshold for the paving of Larimer County Road 3, which will be known as High Plains Blvd. The full, 14-mile, High Plains Blvd. is a regionally-significant north-south arterial and has been designated by CDOT as the I-25 Parallel Arterial project (IPA). The IPA will eventually connect State Highway 66 with U.S. Highway 34, and beyond. Construction of this roadway, in the immediate future, will help facilitate north-south traffic through Johnstown, connecting the southern portion of the Town with Thompson

River Ranch and 2534 to the north. This project is not funded by CDOT, Larimer/Weld County, or the Town; it is only possible through development along the corridor.

Additionally, units in this proposed subdivision will count towards the 500-certificate of occupancy mark for construction of the Thompson River Ranch community center and park. Construction of this amenity will greatly benefit the Thompson River Ranch community.

### **Staff Concerns**

Staff have no concerns with this proposed subdivision. The applicant has worked with Town staff and ancillary reviewing agencies to ensure concerns are dealt with.

### **RECOMMENDED FINDINGS AND MOTIONS**

Based on the application received and the preceding analysis for the proposed Final Subdivision for Thompson River Ranch Filing 8, the Planning & Zoning Commission finds:

1. The proposed subdivision substantially complies with the Johnstown Municipal Code and all applicable codes, standards, and regulations.
2. The proposed subdivision can be served by Town utilities, and the surrounding transportation network is adequate to support this level of development.
3. The proposed subdivision will advance the goals set forth in the Johnstown Area Comprehensive Plan.
4. The proposed subdivision is in substantial compliance with the Thompson River Ranch preliminary plat dated March 7, 2005.

and therefore, moves to recommend to the Town Council approval Thompson River Ranch Filing 8 Final Subdivision, with the following conditions:

1. Applicant work with staff to resolve any outstanding final redlines or comments, until all plans, reports, and drawings are approved by Town Staff and the Town Engineer;
2. The Applicant will continue to work on configuration and construction drawings for Larimer County Road 3 in accordance with Town Staff, Town Engineer, and Larimer County Engineering.
3. The Applicant execute an approved Subdivision Development and Improvement Agreement and Water and Sewer Service Agreement with the Town Council, with all obligations, special provisions, and required fees therein.

**Alternate Motions**

- A. Motion to Approve with No Conditions: "I move that the Commission recommend to Town Council approval of the Thompson River Ranch Filing 8 – Final Subdivision as presented. "
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Thompson River Ranch Filing 8 – Final Subdivision based upon the following..."

Respectfully Submitted,

Planner:



Darryll Wolnik

Planner II

Reviewed by:



Kim Meyer

Planning & Development Director

*File Name: S:\PLANNING\2020 Land Use Projects\ SUB20-009 TRR 8\Staff Report.docx*

## ATTACHMENTS

- A Vicinity Map
- B Application Materials, Final Plat
- C Final Development Plans (exhibit)
- C Approved Preliminary Plat of Thompson River Ranch



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** March 15, 2021

**SUBJECT:** Subdivision Development and Improvement Agreement – Thompson River Ranch Filing No. 8, Clayton Properties Group II, Inc.

**ATTACHMENTS:** 1. Subdivision Development and Improvement Agreement with Exhibits

**PRESENTED BY:** Kim Meyer, Planning and Development Director  
Avi Rocklin, Town Attorney

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### ITEM DESCRIPTION:

The Developer, Clayton Properties Group II, Inc., dba Oakwood Homes, has received approval of a final subdivision plat for 47 single family home lots. The full plat encompasses approximately 140.9 acres, including common open space and road rights-of-way.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with approved development plans and construction plans. Much of the improvements for this Filing No. 8 were approved previously with Filing No. 5 construction drawings, and have been or are being constructed in accordance with those plans.

Exhibit B-3 enumerates Special Provisions which include, in brief:

1. Developer requirement to complete the community building and swimming pool on or before the issuance of the 500<sup>th</sup> Certificate of Occupancy for certain filings, or no location then June 30, 2023, if earlier.
2. Developer requirement to complete improvements to High Plains Boulevard / LCR 3 to an interim arterial standard prior to June 30, 2021, at the risk of halting additional building permit issuance until such improvements are completed.

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141



3. Obligations of the Developer to remain responsible for all improvements, repairs, and related work that are subject to the two License Agreements with the Consolidated Hillsborough Ditch Company until Final Acceptance by the Town.

**LEGAL ADVICE:**

The agreement was prepared by the Town Attorney.

**FINANCIAL ADVICE :**

N/A

**RECOMMENDED ACTION:**

Approve the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 8, with Clayton Properties Group II, Inc.

**SUGGESTED MOTIONS:**

**For Approval**

I move to approve the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 8.

**For Denial**

I move to deny the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 8, with the following findings...

*Reviewed and Approved for Presentation,*



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
TOWN OF JOHNSTOWN  
(Thompson River Ranch Filing No. 8)**

**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. 8 (“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. 2020-\_\_\_\_, 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 **“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.

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, 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 necessarily 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**.

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

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

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

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

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

1.14 “**Town Official**” shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

## **SUBDIVISION IMPROVEMENTS**

### **2. Public Improvements**

#### **2.1 *Pre- Construction***

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer’s written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of 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. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

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 Initial Acceptance of such improvements.

### 3. **Private Improvements**

3.1 ***Pre-Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan, with the exception of approval of the school bus shelters, which must be approved by the school district. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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 improvements is necessary and warranted over time, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

#### 4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

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

### **ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

5.1 ***Initial Acceptance:*** Developer shall make written application to the Town Manager for initial acceptance of the Public Improvements ("Initial Acceptance"), and for final review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are

satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

**5.2 Maintenance Guarantee.** Prior to Initial 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 Initial Acceptance and Final Acceptance of the Public Improvements.

**5.3 Delivery of Initial Acceptance.** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the 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 Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

**5.5 *Final Acceptance:*** Two (2) years after the Town's Initial Acceptance of the 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 a written certification of completion and Final Acceptance. If the Town Engineer determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required 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 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; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; 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. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 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 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.
  
- D. 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.

- E. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- F. 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.
- G. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- h. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 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 Subdivision 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 Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, 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.

12.2 As set forth in Paragraph 3.5 above, Developer or the homeowner's association, as appropriate, shall be responsible for replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development when replacement is necessary and warranted over time.

### **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: Brad Lenz, Vice President  
 Land Acquisition and Entitlement  
 4908 Tower Road  
 Denver, CO 80249  
 Email: [BLenz@OakwoodHomesCo.com](mailto:BLenz@OakwoodHomesCo.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](mailto:avi@rocklinlaw.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](mailto:mlecerf@townofjohnstown.com)

Notice may also be provided by electronic mail (“e-mail”) communication on the condition that the recipient acknowledges receipt of the e-mail and does not, within one (1) day of receipt, object to the form of notification.

**13.8 *Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town’s reasonable costs and expenses, including attorney’s fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town’s rights and remedies specified elsewhere in the Agreement.

**13.9 *Vested Right.*** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

**13.10 *Warranty of Developer:*** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

**13.11 *Governing Law and Venue.*** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.

**13.12 *No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the

event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 ***Compliance with the Law.*** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

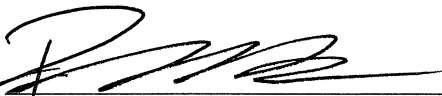
13.15 ***No Third Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire or action or inaction of government authorities.

13.17 ***Headings.*** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

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 February, 2021.

**Clayton Properties Group II, Inc.**

By: 

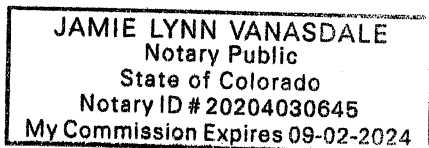
Name: Bruce Rau

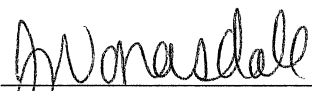
Title: Assistant Secretary

STATE OF COLORADO                    )  
                                                          ) ss.  
COUNTY OF DENVER                    )

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

WITNESS my hand and official seal.  
My commission expires: 9/2/2024



  
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. 8)**

**EXHIBITS**

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**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**(Property)**

BEING PART OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 14, **AND** PART OF THE UNPLATTED EAST HALF OF SECTION 23, ALL IN TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23;

THENCE S00°15'52"W, A DISTANCE OF 1574.18 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 TO THE HILLSBOROUGH DITCH AND THE NORTH LINE OF THE FOLLOWING SUBDIVISIONS; LOT 1, SHILO FALLS SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001015957 AND LOT 7, GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001053092 AND LOT 8, AMENDED PLAT OF GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001062674;

THENCE ALONG SAID NORTH LINES FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N46°37'38"W, A DISTANCE OF 295.71 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 TO THE EAST LINE OF INTERMILL M.R.D. S-91-88 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 92004740;

THENCE ON SAID EAST LINE FOR THE FOLLOWING 3 COURSES;

- 1) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
- 2) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
- 3) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET TO THE EAST LINE OF THOMPSON RIVER RANCH FILING NUMBER 11, AMENDMENT NO. 1, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20190081347;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 11 FOR THE FOLLOWING 4 COURSES;

- 1) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
- 2) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
- 3) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET;
- 4) THENCE N05°05'46"E, A DISTANCE OF 329.46 FEET TO THE SOUTH LINE OF THOMPSON RIVER RANCH FILING NUMBER 5, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194;

THENCE ON THE SOUTH LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 16 COURSES;

- 1) THENCE S84°54'14"E, A DISTANCE OF 112.57 FEET;
- 2) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 202.23 FEET;
- 3) THENCE N05°05'46"E, A DISTANCE OF 162.00 FEET;
- 4) THENCE S84°54'14"E, A DISTANCE OF 64.00 FEET TO A NONTANGENT CURVE;
- 5) THENCE ALONG SAID NONTANGENT 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 180.00 FEET;
- 7) THENCE ALONG 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;
- 8) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;

- 9) THENCE ALONG SAID NONTANGENT 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;
  - 10) THENCE S84°54'14"E, A DISTANCE OF 180.00 FEET;
  - 11) THENCE ALONG 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;
  - 12) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEE TO A NONTANGENT CURVE;
  - 13) THENCE ALONG SAID NONTANGENT 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;
  - 14) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
  - 15) THENCE ALONG 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;
  - 16) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- THENCE ON THE EAST LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 14 COURSES;
- 1) THENCE N21°40'01"W, A DISTANCE OF 100.08 FEET;
  - 2) THENCE S66°00'07"W, A DISTANCE OF 26.10 FEET;
  - 3) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 19°38'45", A DISTANCE OF 145.73 FEET, A CHORD BEARING OF S75°49'30"W WITH A CHORD DISTANCE OF 145.01 FEET;
  - 4) THENCE N01°46'08"E, A DISTANCE OF 38.02 FEET;
  - 5) THENCE N05°05'46"E, A DISTANCE OF 258.77 FEET;
  - 6) THENCE N28°01'11"W, A DISTANCE OF 13.40 FEET;
  - 7) THENCE N84°54'14"W, A DISTANCE OF 102.68 FEET;
  - 8) THENCE N05°05'46"E, A DISTANCE OF 81.53 FEET;
  - 9) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22 FEET, A CHORD BEARING OF N12°08'24"E WITH A CHORD DISTANCE OF 46.11 FEET TO A POINT OF REVERSE CURVATURE;
  - 10) THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 83°29'49", A DISTANCE OF 113.67 FEET, A CHORD BEARING OF N22°33'53"W WITH A CHORD DISTANCE OF 103.87 FEET;
  - 11) THENCE N15°50'35"W, A DISTANCE OF 114.55 FEET;
  - 12) THENCE N84°54'14"W, A DISTANCE OF 91.49 FEET;
  - 13) THENCE N03°58'21"E, A DISTANCE OF 79.80 FEET;
  - 14) THENCE S89°43'39"W, A DISTANCE OF 110.05 FEET TO THE NORTH LINE OF SAID FILING NUMBER 5;
- THENCE S89°43'39"W, A DISTANCE OF 666.68 FEET ON SAID NORTH LINE TO THE EAST LINE OF FUTURE THOMPSON RIVER RANCH FILING NUMBER 7;
- THENCE ON THE EAST, NORTH AND WEST LINE OF SAID FUTURE FILING NUMBER 7 FOR THE FOLLOWING 22 COURSES;
- 1) THENCE N00°16'34"W, A DISTANCE OF 118.03 FEET;
  - 2) THENCE S89°43'26"W, A DISTANCE OF 1.00 FEET;
  - 3) THENCE N00°16'34"W, A DISTANCE OF 280.00 FEET;
  - 4) THENCE N89°43'26"E, A DISTANCE OF 7.60 FEET;
  - 5) THENCE N00°16'34"W, A DISTANCE OF 170.00 FEET;
  - 6) THENCE S89°43'26"W, A DISTANCE OF 50.61 FEET TO A NONTANGENT CURVE;
  - 7) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71 FEET, A CHORD BEARING OF N44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;
  - 8) THENCE N00°16'34"W, A DISTANCE OF 113.92 FEET;
  - 9) THENCE S89°43'26"W, A DISTANCE OF 106.33 FEET;
  - 10) THENCE N09°23'30"W, A DISTANCE OF 128.34 FEET;
  - 11) THENCE N65°52'18"W, A DISTANCE OF 171.27 FEET;
  - 12) THENCE S63°43'12"W, A DISTANCE OF 165.23 FEET;
  - 13) THENCE S10°26'20"W, A DISTANCE OF 127.26 FEET;
  - 14) THENCE S89°43'26"W, A DISTANCE OF 53.13 FEET;
  - 15) THENCE S85°06'41"W, A DISTANCE OF 97.82 FEET;
  - 16) THENCE S57°54'35"W, A DISTANCE OF 81.30 FEET;
  - 17) THENCE S55°27'39"W, A DISTANCE OF 87.73 FEET;
  - 18) THENCE S29°45'08"W, A DISTANCE OF 117.32 FEET;
  - 19) THENCE S11°27'04"W, A DISTANCE OF 102.14 FEET;



- 20) THENCE S01°51'44"E, A DISTANCE OF 155.41 FEET;  
 21) THENCE S02°11'43"W, A DISTANCE OF 287.63 FEET;  
 22) THENCE N89°59'15"W, A DISTANCE OF 280.95 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N00°00'45"E, A DISTANCE OF 756.65 FEET ON SAID WEST LINE TO THE CENTERLINE OF THE BIG THOMPSON RIVER;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING 30 COURSES;

- 1) THENCE S60°17'03"E, A DISTANCE OF 38.71 FEET;
- 2) THENCE N65°20'55"E, A DISTANCE OF 67.26 FEET;
- 3) THENCE N37°30'32"E, A DISTANCE OF 62.41 FEET;
- 4) THENCE N29°30'17"E, A DISTANCE OF 43.61 FEET;
- 5) THENCE N00°33'45"E, A DISTANCE OF 168.32 FEET;
- 6) THENCE N10°47'48"W, A DISTANCE OF 70.55 FEET;
- 7) THENCE N04°14'29"E, A DISTANCE OF 44.68 FEET;
- 8) THENCE N32°13'34"E, A DISTANCE OF 52.67 FEET;
- 9) THENCE N05°20'19"E, A DISTANCE OF 24.64 FEET;
- 10) THENCE N04°54'10"W, A DISTANCE OF 175.84 FEET;
- 11) THENCE N30°36'01"W, A DISTANCE OF 119.09 FEET;
- 12) THENCE N07°20'06"E, A DISTANCE OF 98.17 FEET;
- 13) THENCE N12°45'45"E, A DISTANCE OF 110.22 FEET;
- 14) THENCE N35°01'55"E, A DISTANCE OF 137.07 FEET;
- 15) THENCE N71°04'54"E, A DISTANCE OF 75.08 FEET;
- 16) THENCE S84°51'14"E, A DISTANCE OF 85.29 FEET;
- 17) THENCE N65°26'08"E, A DISTANCE OF 45.17 FEET;
- 18) THENCE N03°27'10"E, A DISTANCE OF 49.01 FEET;
- 19) THENCE N39°45'07"W, A DISTANCE OF 76.19 FEET;
- 20) THENCE N02°50'15"W, A DISTANCE OF 91.13 FEET;
- 21) THENCE N34°21'42"E, A DISTANCE OF 44.76 FEET;
- 22) THENCE N81°12'12"E, A DISTANCE OF 64.82 FEET;
- 23) THENCE S87°25'12"E, A DISTANCE OF 120.11 FEET;
- 24) THENCE N84°32'10"E, A DISTANCE OF 66.13 FEET;
- 25) THENCE N90°00'00"E, A DISTANCE OF 120.08 FEET;
- 26) THENCE S88°21'22"E, A DISTANCE OF 140.03 FEET;
- 27) THENCE S82°25'37"E, A DISTANCE OF 195.76 FEET;
- 28) THENCE N76°29'25"E, A DISTANCE OF 142.88 FEET;
- 29) THENCE S86°38'15"E, A DISTANCE OF 80.00 FEET;
- 30) THENCE S66°03'45"E, A DISTANCE OF 30.43 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE S00°41'58"W, A DISTANCE OF 841.95 FEET ON SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF;

THENCE N89°41'20"E, A DISTANCE OF 1310.69 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO THE WEST LINE OF A QUIET TITLE DEED RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 98059771;

THENCE ON SAID WEST LINE FOR THE FOLLOWING 23 COURSES;

- 1) THENCE S08°14'54"W, A DISTANCE OF 80.51 FEET;
- 2) THENCE S07°55'56"W, A DISTANCE OF 112.46 FEET;
- 3) THENCE S04°38'39"E, A DISTANCE OF 135.77 FEET;
- 4) THENCE S06°03'17"E, A DISTANCE OF 34.78 FEET;
- 5) THENCE S04°25'53"E, A DISTANCE OF 228.42 FEET;
- 6) THENCE S04°13'55"E, A DISTANCE OF 125.06 FEET;
- 7) THENCE S00°16'16"W, A DISTANCE OF 55.11 FEET;
- 8) THENCE S11°20'14"W, A DISTANCE OF 85.25 FEET;
- 9) THENCE S48°49'56"W, A DISTANCE OF 292.60 FEET;
- 10) THENCE S36°39'36"W, A DISTANCE OF 17.10 FEET TO A NONTANGENT CURVE;
- 11) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 321.70 FEET, A CENTRAL ANGLE OF 15°39'21", A DISTANCE OF 87.90 FEET, A CHORD BEARING OF S23°54'40"W WITH A CHORD DISTANCE OF 87.63 FEET;
- 12) THENCE S16°10'04"W, A DISTANCE OF 18.28 FEET TO A NONTANGENT CURVE;
- 13) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 163.31 FEET, A CENTRAL ANGLE OF 18°47'40", A DISTANCE OF 53.57 FEET, A CHORD BEARING OF S05°34'57"W WITH A CHORD DISTANCE OF 53.33 FEET;
- 14) THENCE S04°13'36"E, A DISTANCE OF 48.52 FEET;

- 15) THENCE S12°57'20"E, A DISTANCE OF 36.47 FEET;
  - 16) THENCE S19°59'01"E, A DISTANCE OF 35.32 FEET;
  - 17) THENCE S32°37'12"E, A DISTANCE OF 36.33 FEET;
  - 18) THENCE S39°13'44"E, A DISTANCE OF 36.81 FEET;
  - 19) THENCE S47°14'09"E, A DISTANCE OF 53.40 FEET;
  - 20) THENCE S49°33'44"E, A DISTANCE OF 16.32 FEET;
  - 21) THENCE S53°36'58"E, A DISTANCE OF 78.58 FEET;
  - 22) THENCE S63°57'58"E, A DISTANCE OF 54.14 FEET
  - 23) THENCE S64°22'11"E, A DISTANCE OF 65.70 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
- THENCE S00°15'50"W, A DISTANCE OF 1117.60 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,139,572 SQUARE FEET OR 140.945 ACRES.

APRIL 29, 2020

PLAT DESCRIPTION OF THOMPSON RIVER RANCH FILING NO 8

H:\Clayton Properties Group\CO, Johnstown - CPG000001.01 - Thompson River Ranch\Survey\Documents\TRR 8 PLAT LEGAL

**EXHIBIT B-1**

**PLAT**

(SEE ATTACHED)

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II INC., BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

BEING PART OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 14, AND PART OF THE UNPLATTED EAST HALF OF SECTION 23, ALL IN TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23;

THENCE S00°15'52"W, A DISTANCE OF 1574.18 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 TO THE HILLSBOROUGH DITCH AND THE NORTH LINE OF THE FOLLOWING SUBDIVISIONS; LOT 1, SHILO FALLS SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001015957 AND LOT 7, GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001053092 AND LOT 8, AMENDED PLAT OF GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001062674;

THENCE ALONG SAID NORTH LINES FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N46°37'38"W, A DISTANCE OF 295.71 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 TO THE EAST LINE OF INTERMILL M.R.D. S-91-88 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 92004740;

THENCE ON SAID EAST LINE FOR THE FOLLOWING 3 COURSES

- 1) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
- 2) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
- 3) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET TO THE EAST LINE OF THOMPSON RIVER RANCH FILING NUMBER 11, AMENDMENT NO. 1, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20190081347;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 11 FOR THE FOLLOWING 4 COURSES;

- 1) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
- 2) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
- 3) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET;
- 4) THENCE N05°05'46"E, A DISTANCE OF 329.46 FEET TO THE SOUTH LINE OF THOMPSON RIVER RANCH FILING NUMBER 5, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194;

THENCE ON THE SOUTH LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 16 COURSES;

- 1) THENCE S84°54'14"E, A DISTANCE OF 112.57 FEET;
- 2) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 202.23 FEET;
- 3) THENCE N05°05'46"E, A DISTANCE OF 162.00 FEET;
- 4) THENCE S84°54'14"E, A DISTANCE OF 64.00 FEET TO A NONTANGENT CURVE;
- 5) THENCE ALONG SAID NONTANGENT 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 180.00 FEET;
- 7) THENCE ALONG 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;
- 8) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;
- 9) THENCE ALONG SAID NONTANGENT 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;
- 10) THENCE ALONG 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;
- 11) THENCE ALONG 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;
- 12) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;
- 13) THENCE ALONG SAID NONTANGENT 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;
- 14) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
- 15) THENCE ALONG 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;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- 2) THENCE N21°40'01"W, A DISTANCE OF 100.08 FEET;
- 3) THENCE S66°00'07"W, A DISTANCE OF 26.10 FEET;
- 4) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 19°38'45", A DISTANCE OF 145.73 FEET, A CHORD BEARING OF S75°49'30"W WITH A CHORD DISTANCE OF 145.01 FEET;
- 5) THENCE N01°46'08"E, A DISTANCE OF 38.02 FEET;
- 6) THENCE N05°05'46"E, A DISTANCE OF 258.77 FEET;
- 7) THENCE N28°01'11"W, A DISTANCE OF 13.40 FEET;
- 8) THENCE N84°54'14"W, A DISTANCE OF 102.68 FEET;
- 9) THENCE N05°05'46"E, A DISTANCE OF 81.53 FEET;
- 10) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22 FEET, A CHORD BEARING OF N12°08'24"E WITH A CHORD DISTANCE OF 46.11 FEET TO A POINT OF REVERSE CURVATURE;
- 11) THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 83°29'49", A DISTANCE OF 113.67 FEET, A CHORD BEARING OF N22°33'53"W WITH A CHORD DISTANCE OF 103.87 FEET;
- 12) THENCE N15°50'35"W, A DISTANCE OF 114.55 FEET;
- 13) THENCE N84°54'14"W, A DISTANCE OF 91.49 FEET;
- 14) THENCE N03°58'21"E, A DISTANCE OF 79.80 FEET;
- 15) THENCE S89°43'39"W, A DISTANCE OF 110.05 FEET TO THE NORTH LINE OF SAID FILING NUMBER 5;

THENCE S89°43'39"W, A DISTANCE OF 666.68 FEET ON SAID NORTH LINE TO THE EAST LINE OF FUTURE THOMPSON RIVER RANCH FILING NUMBER 7;

THENCE ON THE EAST, NORTH AND WEST LINE OF SAID FUTURE FILING NUMBER 7 FOR THE FOLLOWING 22 COURSES;

- 1) THENCE N00°16'34"W, A DISTANCE OF 118.03 FEET;
- 2) THENCE S89°43'26"W, A DISTANCE OF 1.00 FEET;
- 3) THENCE N00°16'34"W, A DISTANCE OF 280.00 FEET;
- 4) THENCE N89°43'26"E, A DISTANCE OF 7.60 FEET;
- 5) THENCE N00°16'34"W, A DISTANCE OF 170.00 FEET;
- 6) THENCE S89°43'26"W, A DISTANCE OF 50.61 FEET TO A NONTANGENT CURVE;
- 7) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71 FEET, A CHORD BEARING OF N44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;
- 8) THENCE N00°16'34"W, A DISTANCE OF 113.92 FEET;
- 9) THENCE S89°43'26"W, A DISTANCE OF 106.33 FEET;
- 10) THENCE N09°23'30"W, A DISTANCE OF 128.34 FEET;
- 11) THENCE N65°52'18"W, A DISTANCE OF 171.27 FEET;
- 12) THENCE S63°43'12"W, A DISTANCE OF 165.23 FEET;
- 13) THENCE S10°26'20"W, A DISTANCE OF 127.26 FEET;
- 14) THENCE S89°43'26"W, A DISTANCE OF 53.13 FEET;
- 15) THENCE S85°06'41"W, A DISTANCE OF 97.82 FEET;
- 16) THENCE S57°54'35"W, A DISTANCE OF 81.30 FEET;
- 17) THENCE S55°27'39"W, A DISTANCE OF 87.73 FEET;

# THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

## PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14

## AND PART OF THE EAST HALF OF SECTION 23,

## ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

18) THENCE S29°45'08"W, A DISTANCE OF 117.32 FEET;

19) THENCE S11°27'04"W, A DISTANCE OF 102.14 FEET;

20) THENCE S01°51'44"E, A DISTANCE OF 155.41 FEET;

21) THENCE S02°11'43"W, A DISTANCE OF 287.63 FEET;

22) THENCE N89°59'15"W, A DISTANCE OF 280.95 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N00°00'45"E, A DISTANCE OF 756.65 FEET ON SAID WEST LINE TO THE CENTERLINE OF THE BIG THOMPSON RIVER;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING 30 COURSES;

- 1) THENCE S60°17'03"E, A DISTANCE OF 38.71 FEET;
- 2) THENCE N65°20'55"E, A DISTANCE OF 67.26 FEET;
- 3) THENCE N37°30'32"E, A DISTANCE OF 62.41 FEET;
- 4) THENCE N29°30'17"E, A DISTANCE OF 43.61 FEET;
- 5) THENCE N00°33'45"E, A DISTANCE OF 168.32 FEET;
- 6) THENCE N10°47'48"W, A DISTANCE OF 70.55 FEET;
- 7) THENCE N04°14'29"E, A DISTANCE OF 44.68 FEET;
- 8) THENCE N32°13'34"E, A DISTANCE OF 52.67 FEET;
- 9) THENCE N05°20'19"E, A DISTANCE OF 24.64 FEET;
- 10) THENCE N04°54'10"W, A DISTANCE OF 175.84 FEET;
- 11) THENCE N30°36'01"W, A DISTANCE OF 119.09 FEET;
- 12) THENCE N07°20'06"E, A DISTANCE OF 98.17 FEET;
- 13) THENCE N12°45'45"E, A DISTANCE OF 110.22 FEET;
- 14) THENCE N35°01'55"E, A DISTANCE OF 137.07 FEET;
- 15) THENCE N71°04'54"E, A DISTANCE OF 75.08 FEET;
- 16) THENCE S84°51'14"E, A DISTANCE OF 85.29 FEET;
- 17) THENCE N65°26'08"E, A DISTANCE OF 45.17 FEET;
- 18) THENCE N03°27'10"E, A DISTANCE OF 49.01 FEET;
- 19) THENCE N39°45'07"W, A DISTANCE OF 76.19 FEET;
- 20) THENCE N02°50'15"W, A DISTANCE OF 91.13 FEET;
- 21) THENCE N34°21'42"E, A DISTANCE OF 44.76 FEET;
- 22) THENCE N81°12'12"E, A DISTANCE OF 64.82 FEET;
- 23) THENCE S87°25'12"E, A DISTANCE OF 120.11 FEET;
- 24) THENCE N84°32'10"E, A DISTANCE OF 66.13 FEET;
- 25) THENCE N90°00'00"E, A DISTANCE OF 120.08 FEET;
- 26) THENCE S88°21'22"E, A DISTANCE OF 140.03 FEET;
- 27) THENCE S82°25'37"E, A DISTANCE OF 195.76 FEET;
- 28) THENCE N76°29'25"E, A DISTANCE OF 142.88 FEET;
- 29) THENCE S86°38'15"E, A DISTANCE OF 80.00 FEET;
- 30) THENCE S66°03'45"E, A DISTANCE OF 30.43 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE S00°41'58"W, A DISTANCE OF 841.95 FEET ON SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF;

THENCE N89°41'20"E, A DISTANCE OF 1310.69 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO THE WEST LINE OF A QUIET TITLE DEED RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 98059771;

THENCE ON SAID WEST LINE FOR THE FOLLOWING 23 COURSES;

- 1) THENCE S08°14'54"W, A DISTANCE OF 80.51 FEET;
  - 2) THENCE S07°55'56"W, A DISTANCE OF 112.46 FEET;
  - 3) THENCE S04°38'39"E, A DISTANCE OF 135.77 FEET;
  - 4) THENCE S06°03'17"E, A DISTANCE OF 34.78 FEET;
  - 5) THENCE S04°25'53"E, A DISTANCE OF 125.06 FEET;
  - 6) THENCE S04°13'55"E, A DISTANCE OF 125.06 FEET;
  - 7) THENCE S00°16'16"W, A DISTANCE OF 55.11 FEET;
  - 8) THENCE S11°20'14"W, A DISTANCE OF 85.25 FEET;
  - 9) THENCE S48°49'56"W, A DISTANCE OF 292.60 FEET;
  - 10) THENCE S36°39'36"W, A DISTANCE OF 17.10 FEET TO A NONTANGENT CURVE;
  - 11) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 321.70 FEET, A CENTRAL ANGLE OF 15°39'21", A DISTANCE OF 87.90 FEET, A CHORD BEARING OF S23°54'40"W WITH A CHORD DISTANCE OF 87.63 FEET;
  - 12) THENCE S16°10'04"W, A DISTANCE OF 18.28 FEET TO A NONTANGENT CURVE;
  - 13) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 163.31 FEET, A CENTRAL ANGLE OF 18°47'40", A DISTANCE OF 53.57 FEET, A CHORD BEARING OF S05°34'57"W WITH A CHORD DISTANCE OF 53.33 FEET;
  - 14) THENCE S04°13'36"E, A DISTANCE OF 48.52 FEET;
  - 15) THENCE S12°57'20"E, A DISTANCE OF 36.47 FEET;
  - 16) THENCE S19°59'01"E, A DISTANCE OF 35.32 FEET;
  - 17) THENCE S32°37'12"E, A DISTANCE OF 36.33 FEET;
  - 18) THENCE S39°13'44"E, A DISTANCE OF 36.81 FEET;
  - 19) THENCE S47°14'09"E, A DISTANCE OF 53.40 FEET;
  - 20) THENCE S49°33'44"E, A DISTANCE OF 16.32 FEET;
  - 21) THENCE S53°36'58"E, A DISTANCE OF 78.58 FEET;
  - 22) THENCE S63°57'58"E, A DISTANCE OF 54.14 FEET;
  - 23) THENCE S64°22'11"E, A DISTANCE OF 65.70 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
- THENCE S00°15'50"W, A DISTANCE OF 1117.60 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,139,572 SQUARE FEET OR 140,945 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY DAVID BRACHT  
DIVISION PRESIDENT

STATE OF COLORADO )

)SS.

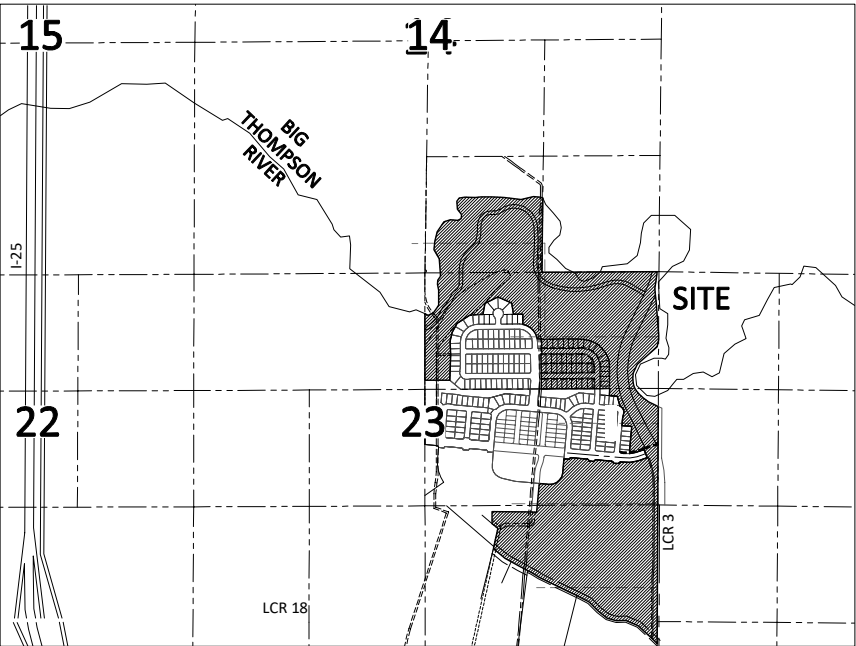
COUNTY OF LARIMER )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY DAVID BRACHT, AS DIVISION PRESIDENT OF CLAYTON PROPERTIES GROUP II, INC.

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



OWNER & DEVELOPER:  
CLAYTON PROPERTIES GROUP II, INC.  
5000 CLAYTON ROAD  
MARYVILLE, TN 37804

ENGINEER:  
GALLOWAY AND COMPANY, INC.  
3760 E. 15TH ST., SUITE 202  
LOVELAND, CO 80538

PLANNER:  
LA DESIGN GROUP  
8201 SOUTH PARK LANE, SUITE 110  
LITTLETON, COLORADO 80120

SURVEYOR:  
GALLOWAY AND COMPANY, INC.  
3760 E. 15TH ST., SUITE 202  
LOVELAND, CO 80538

NOTES:

1. BASIS OF BEARINGS: ASSUMED SOUTH 00°15'50" WEST, A DISTANCE OF 1323.79 ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED AT THE NORTH 1/16 CORNER COMMON WITH SECTION 23 AND 24 BY A 2" ALUMINUM CAP, STAMPED "LS 12374" AT ITS EAST QUARTER CORNER OF SECTION 23 AND BY A FOUND NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 57065" AS SHOWN HEREON.
2. STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. 20000310547, DATED JUNE 5, 2020 AT 5:30 P.M. WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

THE FOLLOWING EASEMENTS LACK SUFFICIENT INFORMATION TO LOCATE ACCURATELY ON THIS PLAT:

EXCEPTION 14-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 226); EXCEPTION 21-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500); EXCEPTION 29-PVREA EASEMENT (REC. NO. 90016914); EXCEPTION 25-PVREA EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 6,139,572 SQUARE FEET, 140,946 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

4. FLOOD INFORMATION: ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08069C1213F, EFFECTIVE DATE DECEMBER 19, 2006 AND LOMR 16-08-1159P, EFFECTIVE DATE NOVEMBER 16, 2017, THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X, AREAS OF MINIMAL FLOOD HAZARD; SHADED ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE. THE SUBJECT PROPERTY IS ALSO LOCATED IN ZONE AE, WITH BFE OR DEPTH. THE EFFECTIVE FLOOD PLAIN BOUNDARIES ARE GRAPHICALLY SHOWN HEREON.

5. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG RIGHT OF WAY, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

6. AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILING 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

### PLAT NOTES

- 1) 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 MAINTAINED 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.
- 2) STORM SYSTEM MAINTENANCE: 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.

### TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8, 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 \_\_\_\_\_, 2020.

BY: \_\_\_\_\_ MAYOR ATTEST: \_\_\_\_\_ TOWN CLERK

### SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

FRANK A. KOHL  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067  
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Item #9.

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| 3. | 9/24/20 | TOWN COMMENTS       | AN    |
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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD  
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION  
FILING NO. 8

FINAL PLAT

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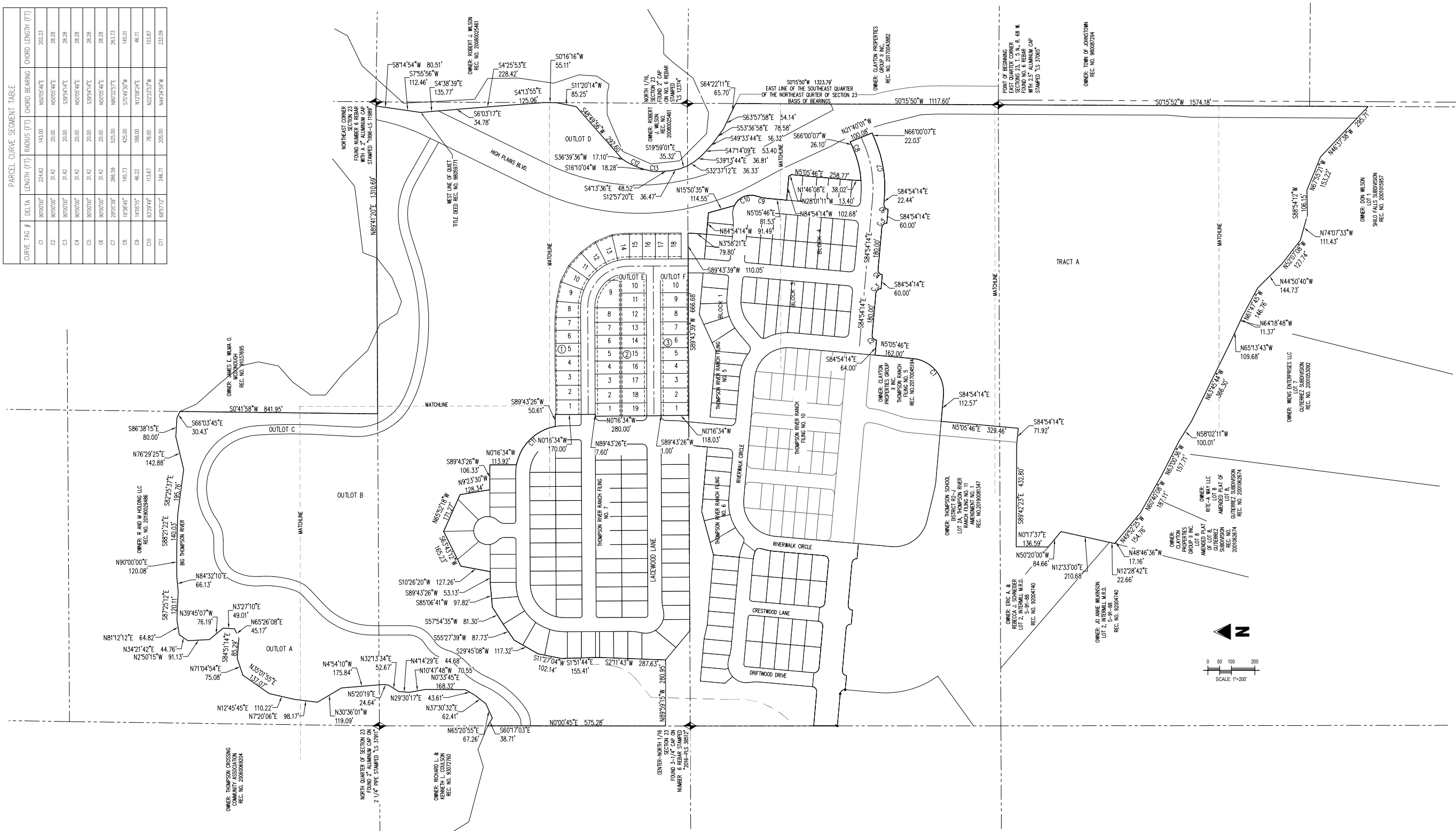
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THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND  
PART OF THE EAST HALF OF SECTION 23,  
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

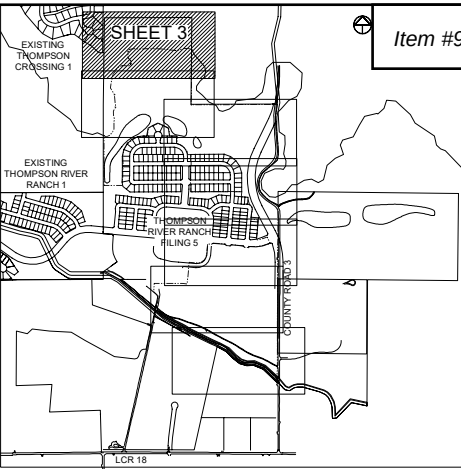
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| PARCEL CURVE SEGMENT TABLE |           |             |             |                    |
|----------------------------|-----------|-------------|-------------|--------------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD LENGTH (FT)  |
| C1                         | 90°00'00" | 224.62      | 143.00      | N82°05'46"E 202.23 |
| C2                         | 90°00'00" | 31.42       | 20.00       | N82°05'46"E 28.28  |
| C3                         | 90°00'00" | 31.42       | 20.00       | S89°54'14"E 28.28  |
| C4                         | 90°00'00" | 31.42       | 20.00       | N82°05'46"E 28.28  |
| C5                         | 90°00'00" | 31.42       | 20.00       | S89°54'14"E 28.28  |
| C6                         | 90°00'00" | 31.42       | 20.00       | N82°05'46"E 28.28  |
| C7                         | 29°05'39" | 266.59      | 525.00      | N82°25'7"E 263.73  |
| C8                         | 19°38'45" | 145.73      | 425.00      | S79°49'30"W 145.01 |
| C9                         | 14°09'55" | 46.22       | 188.00      | N42°08'24"E 46.11  |
| C10                        | 83°29'49" | 113.67      | 78.00       | N22°33'5"W 103.87  |
| C11                        | 88°57'12" | 246.71      | 205.00      | N4°34'59"W 233.09  |



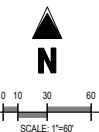
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Item #9.

- LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - PLSS ALIQUOT LINE
  - EXISTING EASEMENT
  - LOWR 1% CHANCE (100 YEAR) FLOODPLAIN  
LOWR 16-08-1159F, NOVEMBER 16, 2017
  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067\* UNLESS OTHERWISE NOTED
  - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067\* UNLESS OTHERWISE NOTED
  - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 38038"
  - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
  - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638"
  - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37065"
  - SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE\*
  - REC. NO. RECEPTION NUMBER
  - HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



OWNER: THOMPSON CROSSING  
COMMUNITY ASSOCIATION  
REC. NO. 20060069204

OWNER: R AND M HOLDING LLC  
REC. NO. 20190029486

OWNER: JAMES E. WILMA O.  
MCDONOUGH  
REC. NO. 91037695

OUTLOT A  
OPEN SPACE  
NOT BUILDABLE  
679,140 SF  
15.591 AC

OUTLOT B  
OPEN SPACE  
NOT BUILDABLE  
1,873,030 SF  
42.999 AC

OUTLOT C  
165,188 SF  
3.792 AC

-MATCHLINE (SEE SHEET 4)

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FINAL PLAT

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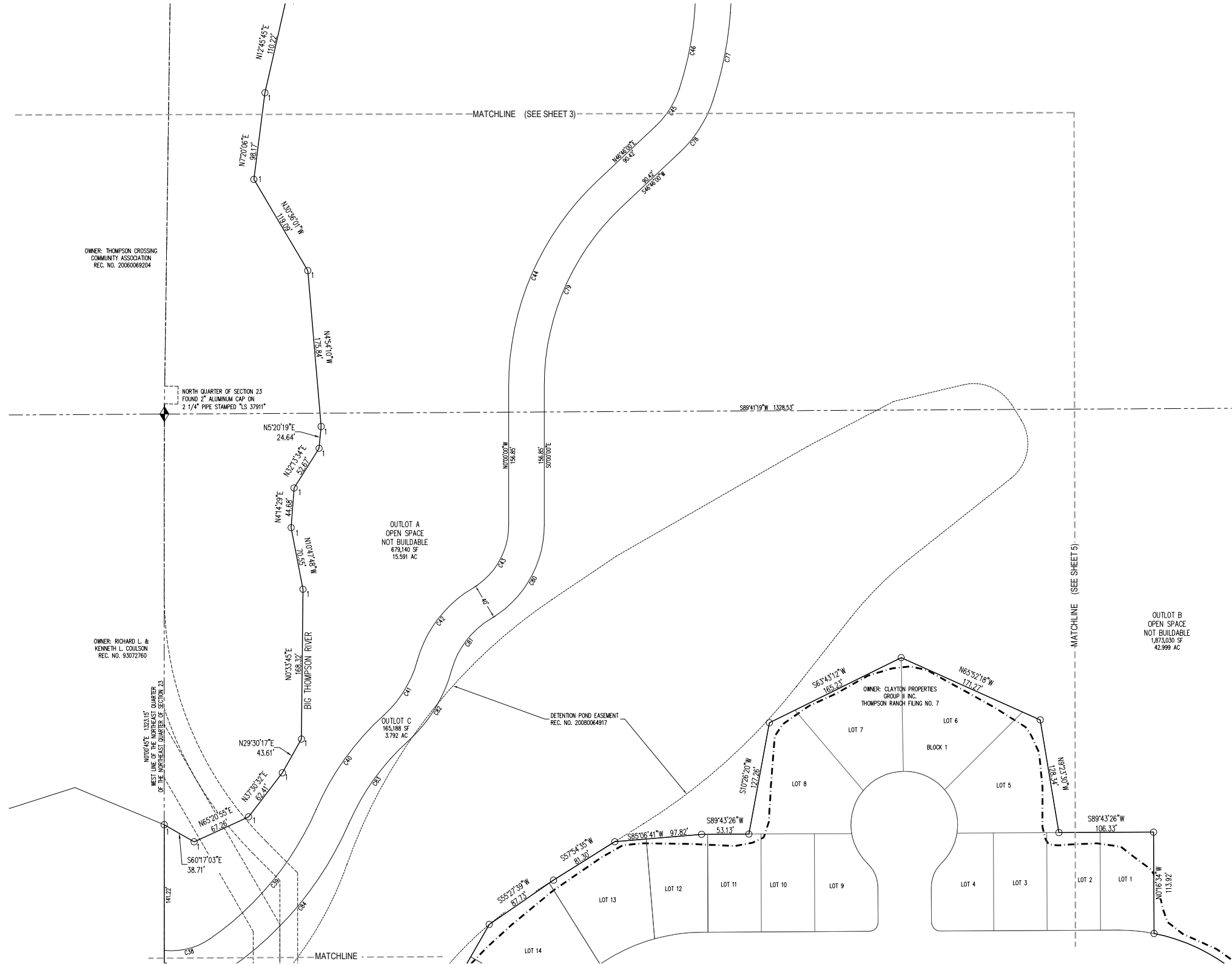
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3 OF 9

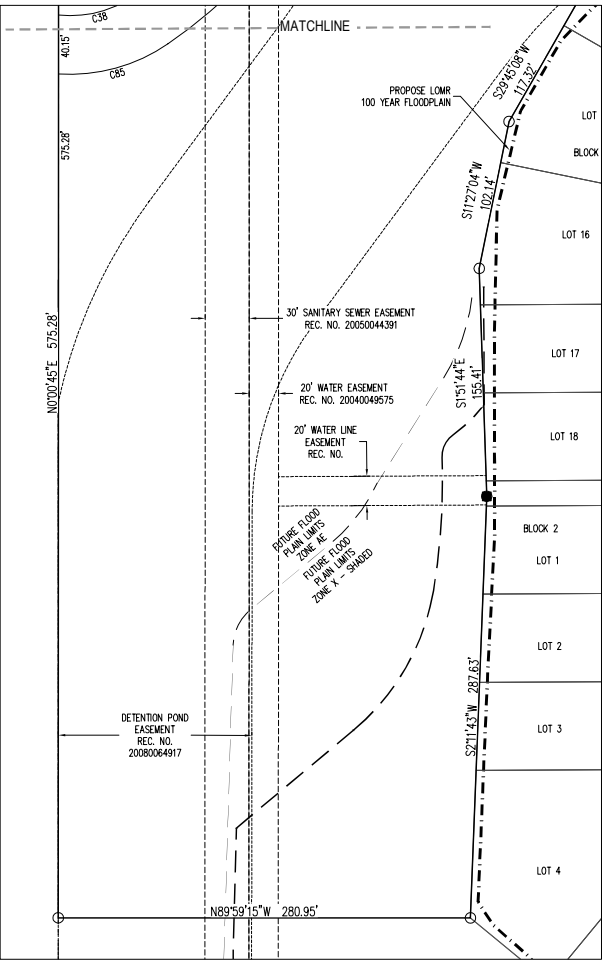
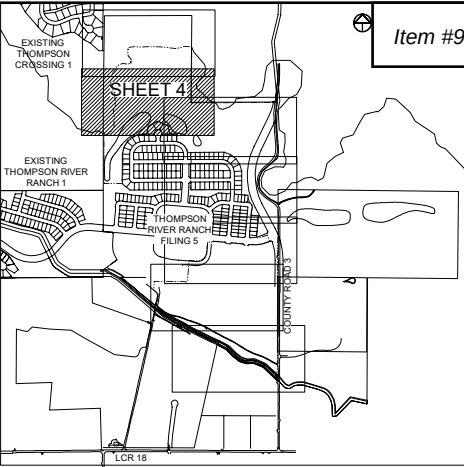
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THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
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LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EXISTING EASEMENT
- LOWR 1% CHANCE (100 YEAR) FLOODPLAIN
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS 38038
- FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32444
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37065
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- RECEPTION NUMBER
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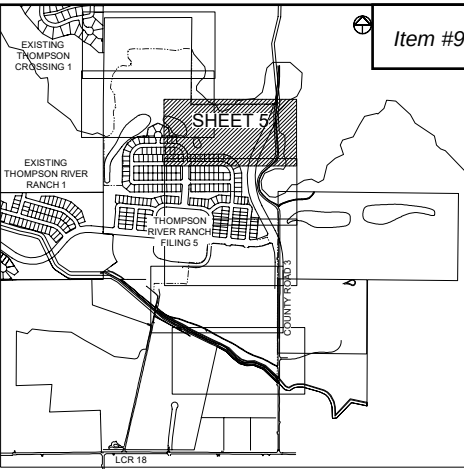
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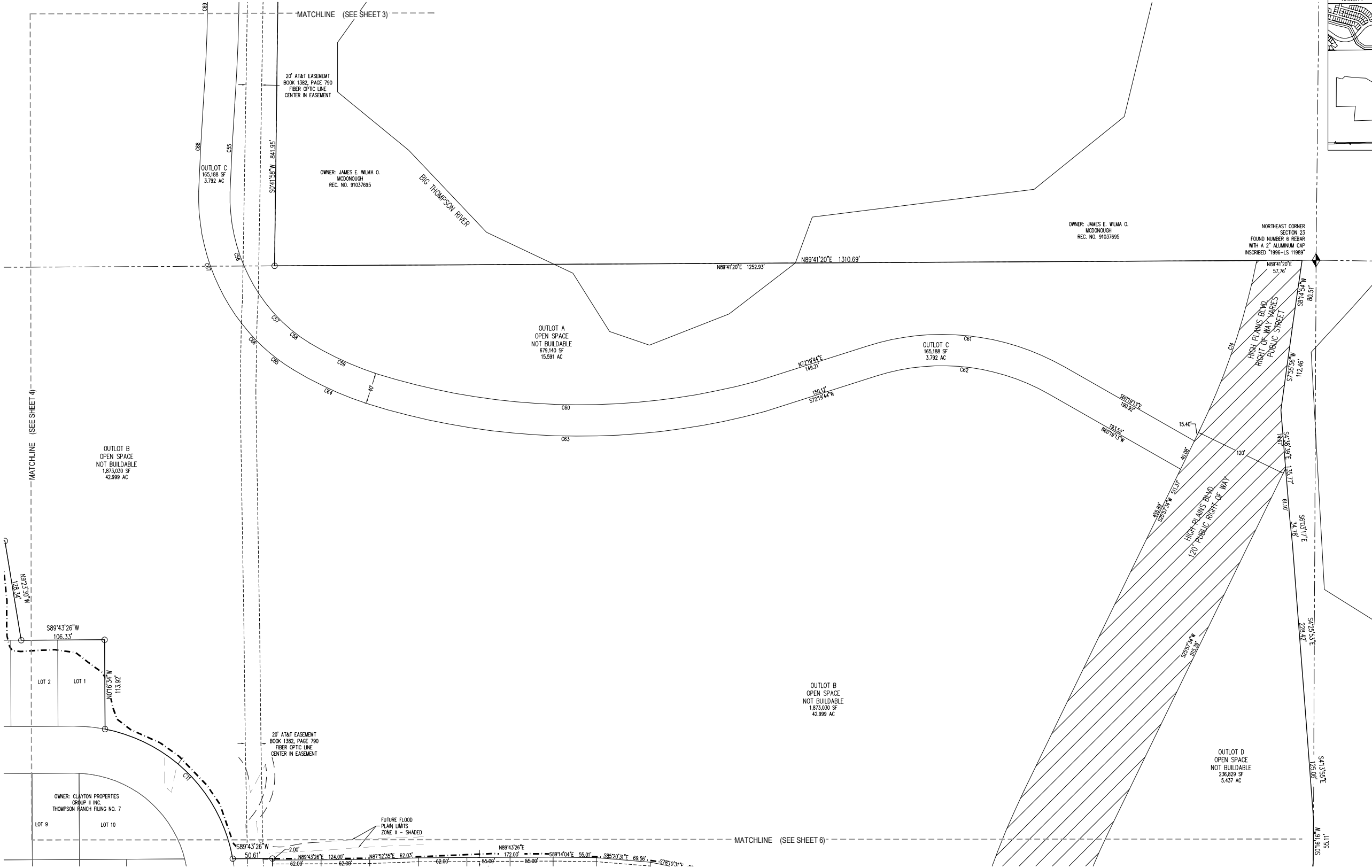
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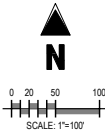
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Item #9.



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  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
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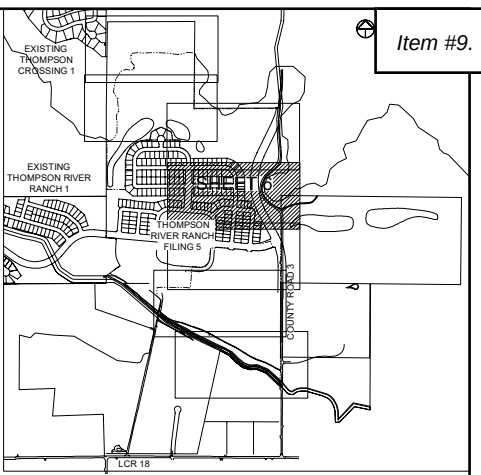
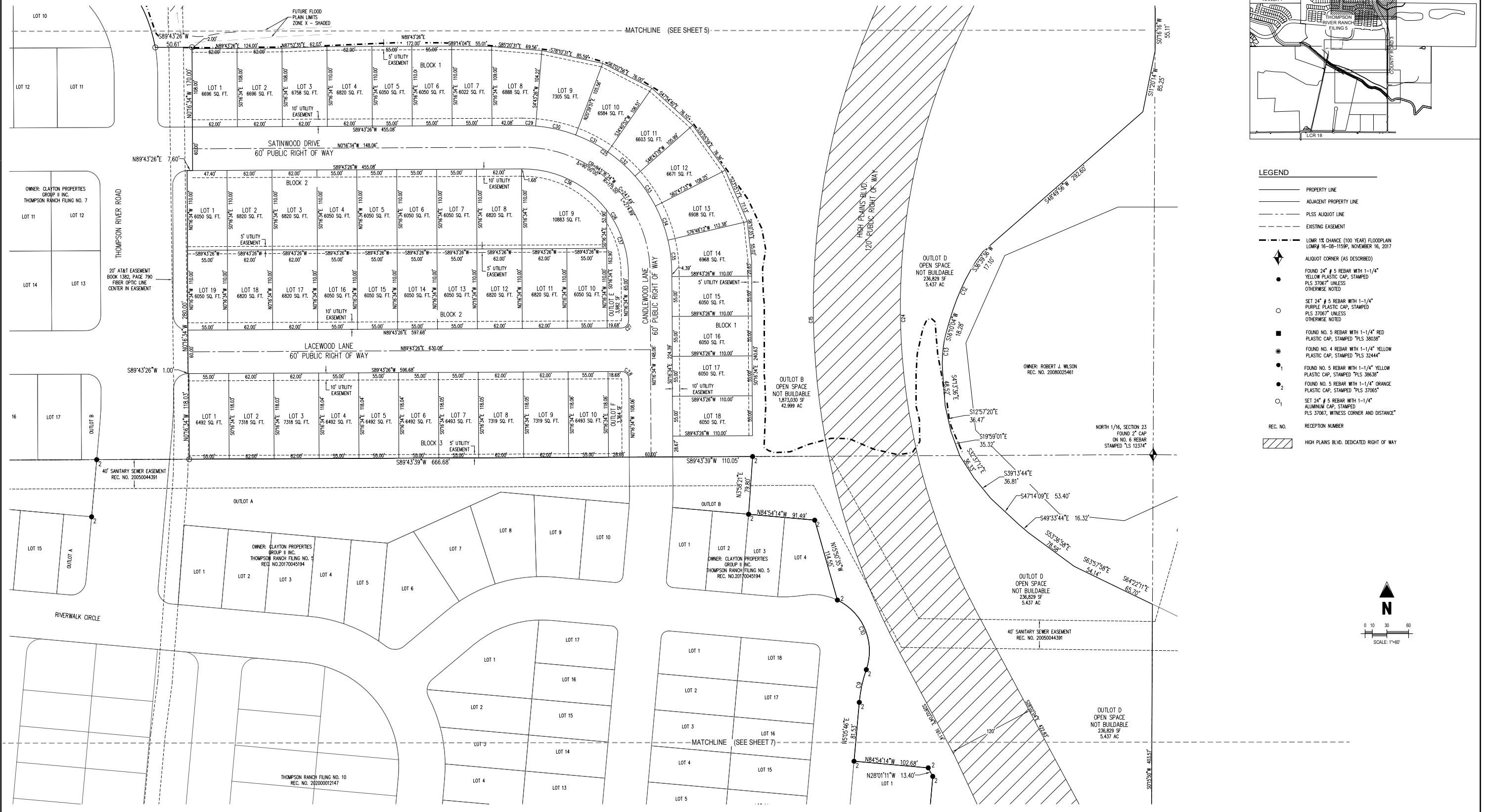
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  - ALIQUOT CORNER (AS DESCRIBED)
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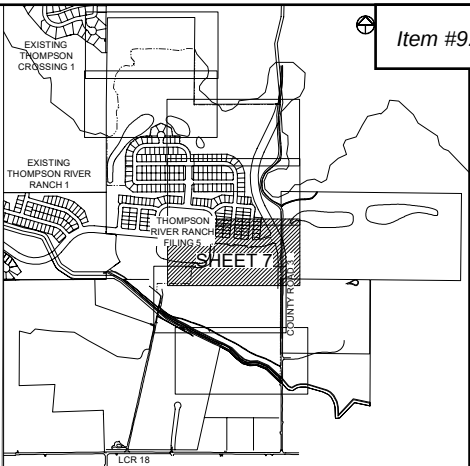
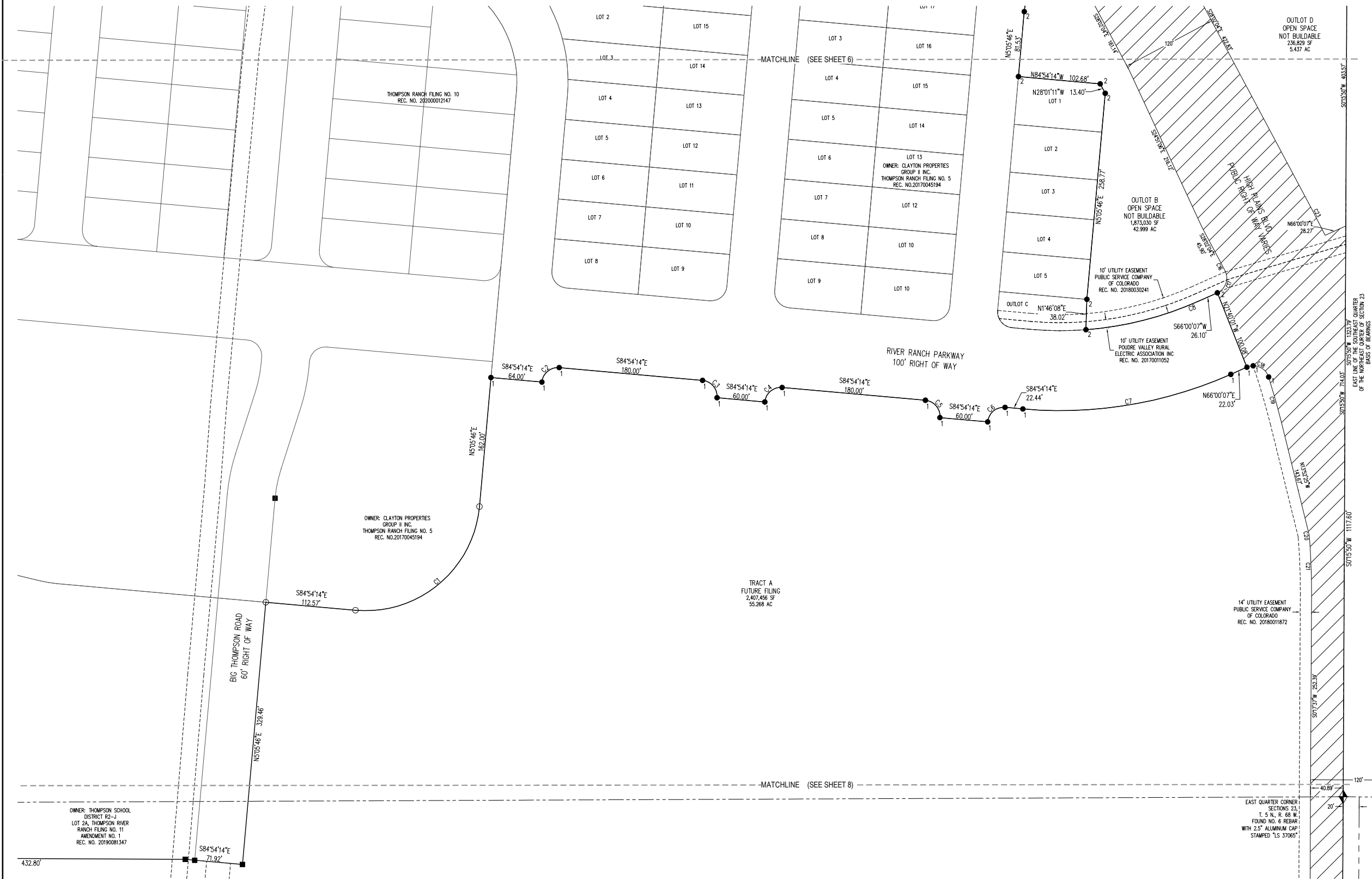
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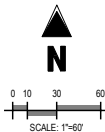
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100

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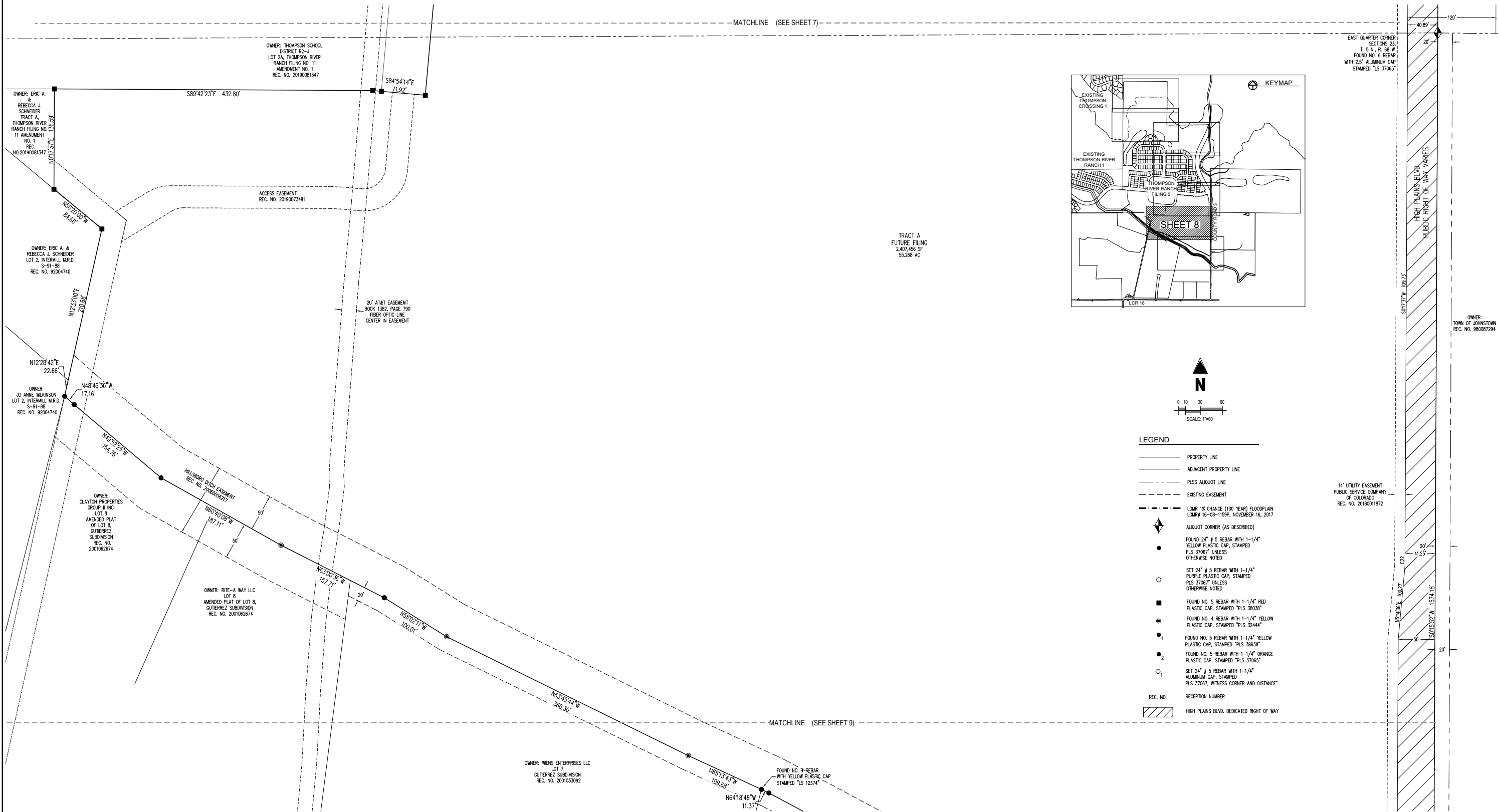
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101

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14  
AND PART OF THE EAST HALF OF SECTION 23,  
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

Item #9.



**Galloway**  
Planning, Architecture, Engineering.  
5265 E. Ronald Reagan, Suite 210  
Johnstown, CO 80534  
970.800.3300 O  
www.gallowayUS.com  
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| # | DATE    | ISSUE / DESCRIPTION | INIT. |
|---|---------|---------------------|-------|
| 1 | 6/11/20 | TOWN COMMENTS       | AN    |
| 2 | 7/31/20 | TOWN COMMENTS       | AN    |
| 3 | 9/24/20 | TOWN COMMENTS       | AN    |
| — | —       | —                   | —     |
| — | —       | —                   | —     |
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CLAYTON PROPERTIES GROUP II, INC.  
  
5000 CLAYTON ROAD  
MARYVILLE, TN 37804

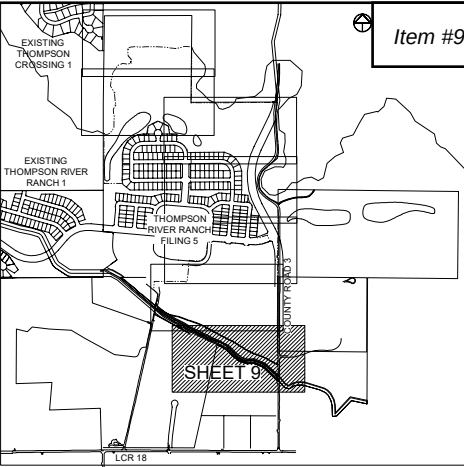
THOMPSON RIVER RANCH SUBDIVISION  
FILING NO. 8  
  
FINAL PLAT

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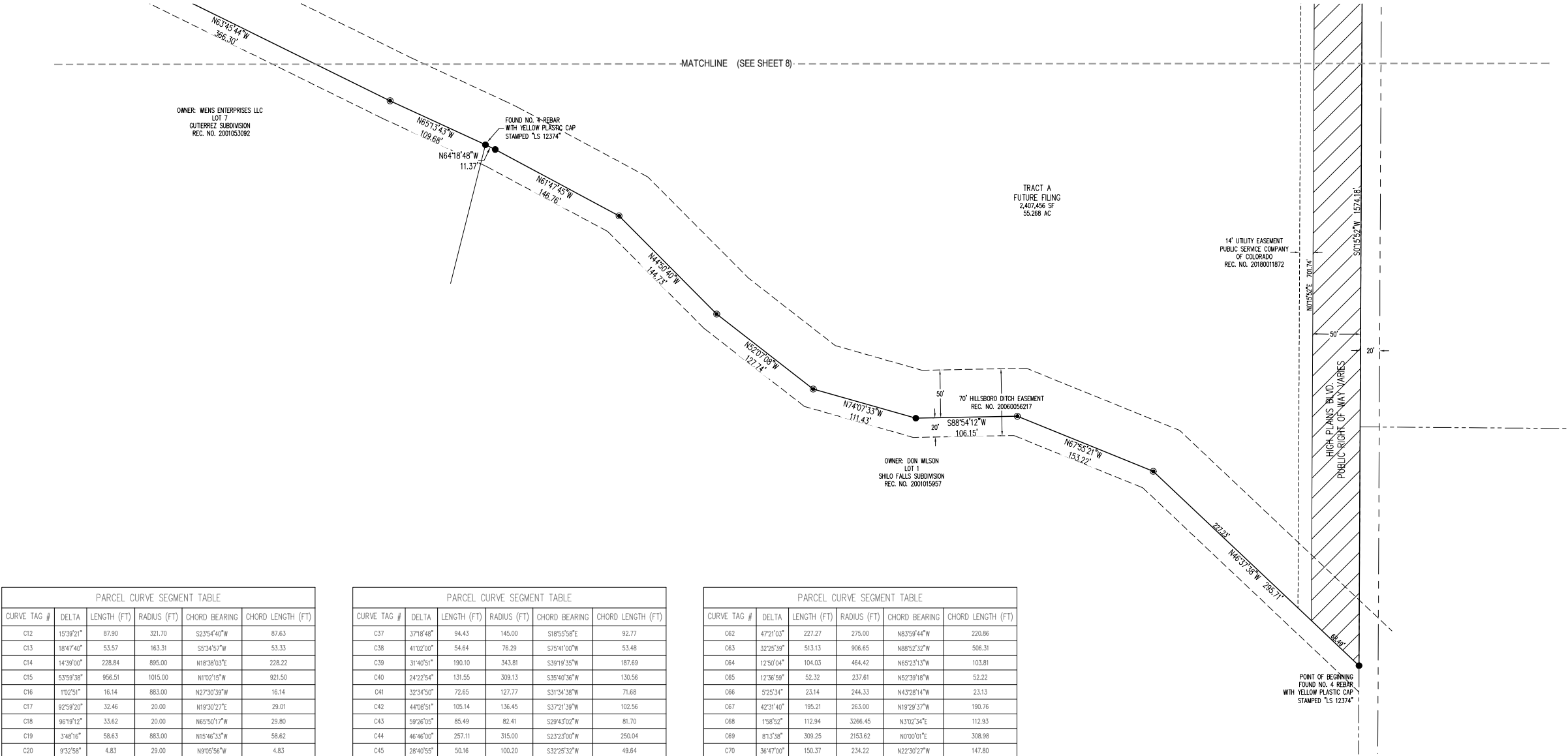
PROJECT NO: OAKLV0002.01  
DRAWN BY: AN  
CHECKED BY: FAK  
DATE: 6/24/2020

SHEET  
  
8 OF 9  
  
102

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8  
PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14  
AND PART OF THE EAST HALF OF SECTION 23,  
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



Item #9.

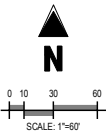


| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C12                        | 15°39'21" | 87.90       | 321.70      | S23°54'40"W   |
| C13                        | 18°47'40" | 53.57       | 163.31      | S5°34'57"W    |
| C14                        | 14°39'00" | 228.84      | 895.00      | N18°38'13"E   |
| C15                        | 53°59'38" | 956.51      | 1015.00     | N1°02'15"W    |
| C16                        | 1°02'51"  | 16.14       | 883.00      | N27°30'39"W   |
| C17                        | 92°59'20" | 32.46       | 20.00       | N19°30'27"E   |
| C18                        | 96°19'12" | 33.62       | 20.00       | N65°50'17"W   |
| C19                        | 3°46'16"  | 58.63       | 883.00      | N15°46'33"W   |
| C20                        | 9°32'56"  | 4.83        | 29.00       | N8°05'56"W    |
| C21                        | 4°37'04"  | 72.14       | 895.00      | N2°00'55"W    |
| C22                        | 0°16'36"  | 15.93       | 2940.00     | N0°26'56"E    |
| C23                        | 2°00'14"  | 35.50       | 1015.00     | S27°01'51"E   |
| C24                        | 53°59'38" | 843.42      | 895.00      | N1°02'15"E    |
| C25                        | 90°00'00" | 322.01      | 205.00      | S45°16'34"E   |
| C26                        | 90°00'00" | 227.77      | 145.00      | N45°16'34"W   |
| C27                        | 90°00'01" | 15.71       | 10.00       | N44°43'26"E   |
| C28                        | 90°00'00" | 15.71       | 10.00       | N45°16'34"W   |
| C29                        | 5°04'40"  | 18.17       | 205.00      | N8°44'14"W    |
| C30                        | 15°50'19" | 56.67       | 205.00      | N7°16'44"W    |
| C31                        | 14°02'27" | 50.24       | 205.00      | N62°20'22"W   |
| C32                        | 14°02'27" | 50.24       | 205.00      | N48°17°52"W   |
| C33                        | 14°02'27" | 50.24       | 205.00      | N34°15'28"W   |
| C34                        | 14°02'27" | 50.24       | 205.00      | N20°13'02"W   |
| C35                        | 12°55'14" | 46.23       | 205.00      | N6°44'11"W    |
| C36                        | 52°41'12" | 133.34      | 145.00      | S63°55'58"E   |

| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C37                        | 37°18'48" | 94.43       | 145.00      | S18°59'58"E   |
| C38                        | 41°02'00" | 54.64       | 76.29       | S75°41'00"W   |
| C39                        | 31°40'51" | 190.10      | 343.81      | S39°19'35"W   |
| C40                        | 24°22'54" | 131.55      | 309.13      | S35°40'36"W   |
| C41                        | 32°34'50" | 72.65       | 127.77      | S31°34'38"W   |
| C42                        | 44°08'51" | 105.14      | 136.45      | S37°21'39"W   |
| C43                        | 59°26'05" | 85.49       | 82.41       | S29°43'02"W   |
| C44                        | 46°46'00" | 257.11      | 315.00      | S23°23'00"W   |
| C45                        | 28°40'55" | 50.16       | 100.20      | S32°25'32"W   |
| C46                        | 13°47'16" | 90.46       | 375.92      | S11°11'26"W   |
| C47                        | 8°35'36"  | 53.43       | 356.22      | S0°00'00"E    |
| C48                        | 27°23'15" | 113.20      | 236.82      | S9°23'49"W    |
| C49                        | 67°00'53" | 166.26      | 142.15      | S56°35'53"W   |
| C50                        | 0°12'39"  | 46.00       | 12504.95    | S90°00'00"W   |
| C51                        | 35°39'48" | 69.18       | 111.14      | S72°03'46"W   |
| C52                        | 83°42'18" | 390.54      | 267.32      | N83°54'59"W   |
| C53                        | 36°52'30" | 176.49      | 274.23      | N22°33'12"W   |
| C54                        | 8°13'36"  | 314.96      | 2193.62     | N0°00'01"W    |
| C55                        | 1°58'43"  | 111.42      | 3226.45     | N3°02'37"E    |
| C56                        | 42°30'13" | 165.43      | 223.00      | N19°30'20"W   |
| C57                        | 5°24'37"  | 19.29       | 204.33      | N43°27'45"W   |
| C58                        | 12°36'00" | 43.45       | 197.59      | N52°39'46"W   |
| C59                        | 12°47'40" | 94.77       | 424.42      | N65°22'01"W   |
| C60                        | 32°20'55" | 489.30      | 866.65      | N88°51'22"W   |
| C61                        | 47°21'03" | 260.33      | 315.00      | N83°59'44"W   |

| PARCEL CURVE SEGMENT TABLE |           |             |             |               |
|----------------------------|-----------|-------------|-------------|---------------|
| CURVE TAG #                | DELTA     | LENGTH (FT) | RADIUS (FT) | CHORD BEARING |
| C62                        | 47°21'03" | 227.27      | 275.00      | N83°59'44"W   |
| C63                        | 32°25'39" | 513.13      | 906.65      | N88°52'32"W   |
| C64                        | 12°50'04" | 104.03      | 464.42      | N65°23'13"W   |
| C65                        | 12°36'59" | 52.32       | 237.61      | N52°39'18"W   |
| C66                        | 5°25'54"  | 23.14       | 244.33      | N43°28'14"W   |
| C67                        | 42°31'40" | 195.21      | 263.00      | N19°29'37"W   |
| C68                        | 1°58°52"  | 112.94      | 3266.45     | N3°02'34"E    |
| C69                        | 8°13'38"  | 309.25      | 2153.62     | N0°00'01"E    |
| C70                        | 36°47'00" | 150.37      | 234.22      | N22°30'27"W   |
| C71                        | 83°38'39" | 331.72      | 227.32      | N83°57'48"W   |
| C72                        | 35°39'48" | 94.08       | 151.14      | S72°03'46"W   |
| C73                        | 0°12'39"  | 46.14       | 12544.94    | N90°00'00"W   |
| C74                        | 67°00'53" | 119.48      | 102.15      | S56°35'53"W   |
| C75                        | 27°23'15" | 94.08       | 196.82      | S9°23'49"W    |
| C76                        | 8°35'36"  | 59.43       | 396.22      | S0°00'00"E    |
| C77                        | 13°47'16" | 100.09      | 415.92      | S11°11'26"W   |
| C78                        | 28°40'55" | 70.18       | 140.20      | S32°25'32"W   |
| C79                        | 46°46'00" | 224.46      | 275.00      | S23°23'00"W   |
| C80                        | 59°26'05" | 126.98      | 122.41      | S29°43'02"W   |
| C81                        | 44°08'51" | 74.32       | 96.45       | S37°21'39"W   |
| C82                        | 32°34'50" | 95.40       | 167.77      | S31°34'38"W   |
| C83                        | 24°22'54" | 114.53      | 269.13      | S35°40'36"W   |
| C84                        | 31°40'51" | 212.22      | 383.81      | S39°19'35"W   |
| C85                        | 38°54'02" | 78.96       | 116.29      | S74°37'01"W   |

- LEGEND
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - PLSS ALIQUOT LINE
  - EXISTING EASEMENT
  - LOW 1% CHANCE (100 YEAR) FLOODPLAIN  
LOW 1% 16-08-1155P, NOVEMBER 16, 2017
  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
  - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
  - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS 38038
  - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32444
  - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638
  - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37065
  - SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE
  - REC. NO.
  - RECEPTION NUMBER
  - HIGH PLANS BLVD. DEDICATED RIGHT OF WAY



| #   | DATE    | ISSUE / DESCRIPTION | INIT. |
|-----|---------|---------------------|-------|
| 1   | 6/11/20 | TOWN COMMENTS       | AN    |
| 2   | 7/31/20 | TOWN COMMENTS       | AN    |
| 3   | 9/24/20 | TOWN COMMENTS       | AN    |
| --- | ---     | ---                 | ---   |
| --- | ---     | ---                 | ---   |
| --- | ---     | ---                 | ---   |

**EXHIBIT B-2**  
**RESOLUTION APPROVING PLAT OR PLAN**  
(SEE ATTACHED)

**EXHIBIT B-3****ADDITIONAL TERMS, CONDITIONS OR PROVISIONS**

1. 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. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer. Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.
3. The Town and Developer recognize and agree that, in connection with the construction and installation of the Larimer County Road 3 improvements described in Paragraph 2 above and the crossing of the Hillsborough Ditch, they have entered into, or anticipate entering into, two License Agreements with the Consolidated Hillsborough Ditch Company: a License Agreement for Crossing (Water Pipeline-Bore) and a License Agreement for Box Culvert (Box-Culvert-Larimer County Road 3-Consolidated Hillsborough Ditch) (collectively, "License Agreements"). To alleviate any ambiguity and confirm and clarify the intent, the Town and Developer affirm and agree that, except for the routine maintenance of the roadway, which shall be undertaken by the Town upon Initial Acceptance, the Developer shall remain responsible for all repairs and related work, to the fullest extent, of Larimer County Road 3 and the improvements and infrastructure that are the subject of the License Agreements until Final Acceptance. Developer shall cause and allow all Town-required and requested inspections of such improvements during the construction and installation and at any time thereafter until the improvements are accepted by the Town.

**EXHIBIT C**  
**SCHEDULE OF PUBLIC IMPROVEMENTS**  
**(ATTACHED)**

ENGINEER'S OPINION OF PROBABLE COST  
THOMPSON RIVER RANCH FILING NO.5 - PHASE 8

| ITEM NO. | DESCRIPTION                                                  | UNITS       | QUANTITY | UNIT PRICE  | COST         |
|----------|--------------------------------------------------------------|-------------|----------|-------------|--------------|
| 1        | Aggregate Base Course (Class 6) (8.5" depth)                 | Square Yard | 6,109    | \$ 14.00    | \$ 85,526.00 |
| 2        | Hot Mix Asphalt Pavement (Gr SX)(SP75, PG 64-22) 2.0" depth) | Square Yard | 6,109    | \$ 12.00    | \$ 73,308.00 |
| 3        | Hot Mix Asphalt Pavement (Gr S)(SP75, PG 64-22) (2.0" depth) | Square Yard | 6,109    | \$ 12.00    | \$ 73,308.00 |
| 4        | Town of Johnstown Crosspans (6-Foot)                         | Each        | 1        | \$ 2,200.00 | \$ 2,200.00  |
| 5        | Concrete Sidewalk (6")                                       | Square Yard | 1,762    | \$ 40.00    | \$ 70,480.00 |
| 6        | Concrete Curb (Pedestrian) Ramp                              | Each        | 2        | \$ 2,500.00 | \$ 5,000.00  |
| 7        | Curb and Gutter, Mountable                                   | Linear Foot | 3,203    | \$ 21.50    | \$ 68,864.50 |
| 8        | Stop Signs                                                   | Each        | 2        | \$ 550.00   | \$ 1,100.00  |
| 9        | Street Name Signs                                            | Each        | 2        | \$ 550.00   | \$ 1,100.00  |
| 10       | 8" Sanitary SDR 35 PVC Pipe, (Complete in place)             | Linear Foot | 904      | \$ 58.00    | \$ 52,432.00 |
| 11       | 8" Underdrain SDR 35 PVC Pipe, (Complete in place)           | Linear Foot | 904      | \$ 38.00    | \$ 34,352.00 |
| 12       | 4' Dia. Sanitary Sewer Manhole                               | Each        | 6        | \$ 5,300.00 | \$ 31,800.00 |
| 13       | Fire Hydrant Assembly with 6" Gate Valve                     | Each        | 2        | \$ 9,300.00 | \$ 18,600.00 |
| 14       | 8" Water C900 PVC PIPE (Complete in Place)                   | Linear Foot | 1,731    | \$ 42.00    | \$ 72,702.00 |
| 15       | 8" Gate Valve                                                | Each        | 9        | \$ 2,500.00 | \$ 22,500.00 |
| 16       | 6"x8" Tee                                                    | Each        | 2        | \$ 1,630.00 | \$ 3,260.00  |
| 17       | Water Main Bends                                             | Each        | 6        | \$ 1,100.00 | \$ 6,600.00  |



ENGINEER'S OPINION OF PROBABLE COST  
THOMPSON RIVER RANCH FILING NO.5 - PHASE 8

| ITEM NO. | DESCRIPTION                  | UNITS | QUANTITY | UNIT PRICE  | COST                     |
|----------|------------------------------|-------|----------|-------------|--------------------------|
| 18       | Sanitary Services            | Each  | 47       | \$ 1,000.00 | \$ 47,000.00             |
| 19       | Water Services               | Each  | 47       | \$ 2,200.00 | \$ 103,400.00            |
| 20       | Connect to existing Sanitary | Each  | 3        | \$ 2,850.00 | \$ 8,550.00              |
|          |                              |       |          | <b>\$</b>   | <b><u>782,082.50</u></b> |

**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



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** March 15, 2021

**SUBJECT:** Water and Sewer Service Agreement – Thompson River Ranch Filing No. 8

**ATTACHMENTS:** 1. Water and Sewer Service Agreement with Exhibits

**PRESENTED BY:** Kim Meyer, Planning and Development Director  
Avi Rocklin, Town Attorney

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**ITEM DESCRIPTION:**

The Developer, Clayton Properties Group II, Inc., dba Oakwood Homes, has received approval of a final subdivision plat for 47 single family home lots. The full plat encompasses approximately 140.9 acres, including common open space and road rights-of-way. The Developer has previously dedicated water, under separate agreement, to the Town with a current credit of 61.24 AF of water.

The total estimated demand for potable water of 20.34 AF has been calculated for this filing of the subdivision, leaving a remaining balance for future filings of 40.90 AF.

The 5.10 acres of common areas to be irrigated are shown on administratively-approved final development plans, and will utilize the non-potable irrigation system maintained and operated by the metropolitan district. That irrigation is anticipated to demand 12.75 AF of non-potable water.

The required water court transfer fee was paid to the Town previously.

**LEGAL ADVICE:**

The agreement was prepared by the Town Attorney.

**FINANCIAL ADVICE :**

N/A

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**RECOMMENDED ACTION:**

Approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 8.

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**SUGGESTED MOTIONS:****For Approval**

I move to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 8.

**For Denial**

I move to deny the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 8 with the following findings...

*Reviewed and Approved for Presentation,*



Town Manager

**WATER AND SEWER SERVICE AGREEMENT**  
**[Thompson River Ranch Filing No. 8]**

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns land located in the SW1/4 SE1/4 of section 14 and the E1/2 of section 23, all in T05N, R68W, 6<sup>th</sup> P.M., Larimer County, Colorado, more particularly on Exhibit A attached hereto and incorporated herein by this reference, containing approximately 140.9 acres (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000; and

WHEREAS, the Subject Property is being developed by Developer as the “Thompson River Ranch Filing No. 8;” and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code (“Ordinance”), Developer, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated April 30, 2020. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town’s Water Engineer dated May 4, 2020. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

| <b>Development Component</b>             | <b>Demand (AF/YR)</b> | <b>Consumption (AF/YR)</b> |
|------------------------------------------|-----------------------|----------------------------|
| Residential In-building (potable)        | 15.51                 | 0.78                       |
| Residential Irrigation (potable)         | 4.83                  | 4.11                       |
| Other Landscape Irrigation (non-potable) | 12.75                 | 10.84                      |
| <b>Total (potable and non-potable)</b>   | <b>33.09</b>          | <b>15.73</b>               |

## **2. Water Rights Dedication and Credits.**

### **A. Preexisting Credit.**

i. Home Supply. After dedication to satisfy the requirements of the water supply for the Thompson River Ranch Filing No. 7, Developer had a net surplus credit of 61.24 acre-feet of raw water credit from shares of the Consolidated Home Supply Ditch & Reservoir Company.

ii. SFE Water Bank. Pursuant to an Assignment, Assumption and Bill of Sale from W.R. Investment, LLC (“WRI”) and Exit 223, LLC to Clayton Properties Group II, Inc. d/b/a Oakwood Homes, dated on or about September 19, 2018, Developer acquired a water bank containing 610 single family equivalent (“SFE”) from WRI.

iii. Common Area Landscape. Pursuant to the Water Agreement between the Town and W.R. Investment, LLC (“WRI”), dated on or about May 7, 2018, and the Assignment, Assumption and Bill of Sale from WRI and Exit 223, LLC to the Developer, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation for the Thompson River Ranch Development (“Town Common Area Irrigation Supply”). Prior to the use of water for the Subject Property, the Developer has irrigated 55.57 acres of common area.

### **B. Credit for the Subject Property.**

i. Residential In-Building and Residential Irrigation. The Parties agree that the credit from Home Supply Share dedications will be applied to meet the residential in-building and residential irrigation water demands of the Subject Property.

ii. Common Area Landscape. The Parties agree that the Subject Property will contain 5.10 acres of common area irrigation to be used from the Town Common Area Irrigation Supply. The common area irrigation is equivalent to 12.75 acre-feet of water demand.

## **3. Surplus Dedication Credit.**

i. Residential In-Building and Residential Irrigation. The use of the prior dedication of water will provide to the Developer water in excess of the demand for the

Project. Developer will have a surplus dedication credit with the Town of 40.90 acre-feet of raw water from shares of the Consolidated Home Supply Ditch & Reservoir Company. The credit is calculated as follows:

|                                                             |                               |
|-------------------------------------------------------------|-------------------------------|
| <b>Existing Raw Water Credit:</b>                           | <b>61.24 acre-feet</b>        |
| <b>LESS: Estimated demand:</b>                              | <b><u>20.34 acre-feet</u></b> |
| <b>Net current surplus credit:<br/>(municipal, potable)</b> | <b>40.90 acre-feet</b>        |

Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Project to offset increased demands, if any, which are not currently projected.

ii. Common Area Landscape. The use of the prior Town Common Area Irrigation Supply will provide the Developer water in excess of the demand for the common area of the Subject Property. The credit is calculated as follows:

|                                       |                          |
|---------------------------------------|--------------------------|
| <b>Total available acreage:</b>       | <b>96.00 acres</b>       |
| <b>Less: Prior irrigated acreage:</b> | <b>55.57 acres</b>       |
| <b>Current demand:</b>                | <b><u>5.10 acres</u></b> |
| <b>Available acreage credit:</b>      | <b>35.33 acres</b>       |

Upon written agreement between the Town and the Developer, the available acreage credit may be used for common area irrigation in the Thompson River Ranch Development.

**4. Commitment to Serve Water and Sewer.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 140.9 acres described above up to 20.34 acre-feet per year of potable water supply for in-building use together with the corresponding sewer service and for potable residential irrigation as described above. The Town further agrees to provide up to 12.75 acre-feet of non-potable water for 5.10 acres of common area irrigation.

**5. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

**6. Payment of Water Court Transfer fees.** The Water Court transfer fee for the Home Supply Share dedications water supply was previously paid to the Town. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is



subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

**7. Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

**TO DEVELOPER:**

Clayton Properties Group II, Inc.  
Attn: Brad Lenz  
Vice President,  
Land Acquisition and Entitlement  
4908 Tower Road  
Denver, CO 80249

**TO THE TOWN:**

Town of Johnstown  
c/o Town Clerk  
P.O. Box 609  
450 S Parish Ave.  
Johnstown, CO 80534

**WITH A COPY TO  
THE TOWN ATTORNEYS:**

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, #330  
Loveland, CO 80538

Peter J. Ampe  
Hill & Robbins, P.C.  
1160 Lincoln St., Suite 2720  
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

**9. Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

**10. Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

**11. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

**12. Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

**13. Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

**14. Non severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

**15. Choice of laws.** This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

**16. Entire agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

**17. Recordation.** This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, shall run with the Subject property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

\*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

*Signatures follow on separate pages*

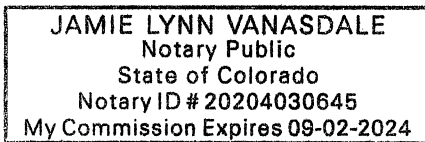
Clayton Properties Group II, Inc.

By:   
 Bruce Rau  
 Assistant Secretary

STATE OF COLORADO     )  
                                           ) ss  
 COUNTY OF DENVER     )

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

Witness my hand and official seal.



  
 Notary Public  
 My Commission Expires: 9/2/2024

TOWN OF JOHNSTOWN, COLORADO,  
 a municipal corporation

By: \_\_\_\_\_  
 Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
 Town Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING PART OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 14, **AND** PART OF THE UNPLATTED EAST HALF OF SECTION 23, ALL IN TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23;

THENCE S00°15'52"W, A DISTANCE OF 1574.18 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 TO THE HILLSBOROUGH DITCH AND THE NORTH LINE OF THE FOLLOWING SUBDIVISIONS; LOT 1, SHILO FALLS SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001015957 AND LOT 7, GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001053092 AND LOT 8, AMENDED PLAT OF GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001062674;

THENCE ALONG SAID NORTH LINES FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N46°37'38"W, A DISTANCE OF 295.71 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 TO THE EAST LINE OF INTERMILL M.R.D. S-91-88 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 92004740;

THENCE ON SAID EAST LINE FOR THE FOLLOWING 3 COURSES;

- 1) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
- 2) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
- 3) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET TO THE EAST LINE OF THOMPSON RIVER RANCH FILING NUMBER 11, AMENDMENT NO. 1, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20190081347;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 11 FOR THE FOLLOWING 4 COURSES;

- 1) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
- 2) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
- 3) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET;
- 4) THENCE N05°05'46"E, A DISTANCE OF 329.46 FEET TO THE SOUTH LINE OF THOMPSON RIVER RANCH FILING NUMBER 5, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194;

THENCE ON THE SOUTH LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 16 COURSES;

- 1) THENCE S84°54'14"E, A DISTANCE OF 112.57 FEET;
- 2) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 202.23 FEET;
- 3) THENCE N05°05'46"E, A DISTANCE OF 162.00 FEET;
- 4) THENCE S84°54'14"E, A DISTANCE OF 64.00 FEET TO A NONTANGENT CURVE;
- 5) THENCE ALONG SAID NONTANGENT 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 180.00 FEET;
- 7) THENCE ALONG 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;
- 8) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;

- 9) THENCE ALONG SAID NONTANGENT 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;
  - 10) THENCE S84°54'14"E, A DISTANCE OF 180.00 FEET;
  - 11) THENCE ALONG 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;
  - 12) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;
  - 13) THENCE ALONG SAID NONTANGENT 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;
  - 14) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
  - 15) THENCE ALONG 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;
  - 16) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- THENCE ON THE EAST LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 14 COURSES;
- 1) THENCE N21°40'01"W, A DISTANCE OF 100.08 FEET;
  - 2) THENCE S66°00'07"W, A DISTANCE OF 26.10 FEET;
  - 3) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 19°38'45", A DISTANCE OF 145.73 FEET, A CHORD BEARING OF S75°49'30"W WITH A CHORD DISTANCE OF 145.01 FEET;
  - 4) THENCE N01°46'08"E, A DISTANCE OF 38.02 FEET;
  - 5) THENCE N05°05'46"E, A DISTANCE OF 258.77 FEET;
  - 6) THENCE N28°01'11"W, A DISTANCE OF 13.40 FEET;
  - 7) THENCE N84°54'14"W, A DISTANCE OF 102.68 FEET;
  - 8) THENCE N05°05'46"E, A DISTANCE OF 81.53 FEET;
  - 9) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22 FEET, A CHORD BEARING OF N12°08'24"E WITH A CHORD DISTANCE OF 46.11 FEET TO A POINT OF REVERSE CURVATURE;
  - 10) THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 83°29'49", A DISTANCE OF 113.67 FEET, A CHORD BEARING OF N22°33'53"W WITH A CHORD DISTANCE OF 103.87 FEET;
  - 11) THENCE N15°50'35"W, A DISTANCE OF 114.55 FEET;
  - 12) THENCE N84°54'14"W, A DISTANCE OF 91.49 FEET;
  - 13) THENCE N03°58'21"E, A DISTANCE OF 79.80 FEET;
  - 14) THENCE S89°43'39"W, A DISTANCE OF 110.05 FEET TO THE NORTH LINE OF SAID FILING NUMBER 5;
- THENCE S89°43'39"W, A DISTANCE OF 666.68 FEET ON SAID NORTH LINE TO THE EAST LINE OF FUTURE THOMPSON RIVER RANCH FILING NUMBER 7;
- THENCE ON THE EAST, NORTH AND WEST LINE OF SAID FUTURE FILING NUMBER 7 FOR THE FOLLOWING 22 COURSES;
- 1) THENCE N00°16'34"W, A DISTANCE OF 118.03 FEET;
  - 2) THENCE S89°43'26"W, A DISTANCE OF 1.00 FEET;
  - 3) THENCE N00°16'34"W, A DISTANCE OF 280.00 FEET;
  - 4) THENCE N89°43'26"E, A DISTANCE OF 7.60 FEET;
  - 5) THENCE N00°16'34"W, A DISTANCE OF 170.00 FEET;
  - 6) THENCE S89°43'26"W, A DISTANCE OF 50.61 FEET TO A NONTANGENT CURVE;
  - 7) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71 FEET, A CHORD BEARING OF N44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;
  - 8) THENCE N00°16'34"W, A DISTANCE OF 113.92 FEET;
  - 9) THENCE S89°43'26"W, A DISTANCE OF 106.33 FEET;
  - 10) THENCE N09°23'30"W, A DISTANCE OF 128.34 FEET;
  - 11) THENCE N65°52'18"W, A DISTANCE OF 171.27 FEET;
  - 12) THENCE S63°43'12"W, A DISTANCE OF 165.23 FEET;
  - 13) THENCE S10°26'20"W, A DISTANCE OF 127.26 FEET;
  - 14) THENCE S89°43'26"W, A DISTANCE OF 53.13 FEET;
  - 15) THENCE S85°06'41"W, A DISTANCE OF 97.82 FEET;
  - 16) THENCE S57°54'35"W, A DISTANCE OF 81.30 FEET;
  - 17) THENCE S55°27'39"W, A DISTANCE OF 87.73 FEET;
  - 18) THENCE S29°45'08"W, A DISTANCE OF 117.32 FEET;
  - 19) THENCE S11°27'04"W, A DISTANCE OF 102.14 FEET;

- 20) THENCE S01°51'44"E, A DISTANCE OF 155.41 FEET;  
 21) THENCE S02°11'43"W, A DISTANCE OF 287.63 FEET;  
 22) THENCE N89°59'15"W, A DISTANCE OF 280.95 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N00°00'45"E, A DISTANCE OF 756.65 FEET ON SAID WEST LINE TO THE CENTERLINE OF THE BIG THOMPSON RIVER;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING 30 COURSES;

- 1) THENCE S60°17'03"E, A DISTANCE OF 38.71 FEET;
- 2) THENCE N65°20'55"E, A DISTANCE OF 67.26 FEET;
- 3) THENCE N37°30'32"E, A DISTANCE OF 62.41 FEET;
- 4) THENCE N29°30'17"E, A DISTANCE OF 43.61 FEET;
- 5) THENCE N00°33'45"E, A DISTANCE OF 168.32 FEET;
- 6) THENCE N10°47'48"W, A DISTANCE OF 70.55 FEET;
- 7) THENCE N04°14'29"E, A DISTANCE OF 44.68 FEET;
- 8) THENCE N32°13'34"E, A DISTANCE OF 52.67 FEET;
- 9) THENCE N05°20'19"E, A DISTANCE OF 24.64 FEET;
- 10) THENCE N04°54'10"W, A DISTANCE OF 175.84 FEET;
- 11) THENCE N30°36'01"W, A DISTANCE OF 119.09 FEET;
- 12) THENCE N07°20'06"E, A DISTANCE OF 98.17 FEET;
- 13) THENCE N12°45'45"E, A DISTANCE OF 110.22 FEET;
- 14) THENCE N35°01'55"E, A DISTANCE OF 137.07 FEET;
- 15) THENCE N71°04'54"E, A DISTANCE OF 75.08 FEET;
- 16) THENCE S84°51'14"E, A DISTANCE OF 85.29 FEET;
- 17) THENCE N65°26'08"E, A DISTANCE OF 45.17 FEET;
- 18) THENCE N03°27'10"E, A DISTANCE OF 49.01 FEET;
- 19) THENCE N39°45'07"W, A DISTANCE OF 76.19 FEET;
- 20) THENCE N02°50'15"W, A DISTANCE OF 91.13 FEET;
- 21) THENCE N34°21'42"E, A DISTANCE OF 44.76 FEET;
- 22) THENCE N81°12'12"E, A DISTANCE OF 64.82 FEET;
- 23) THENCE S87°25'12"E, A DISTANCE OF 120.11 FEET;
- 24) THENCE N84°32'10"E, A DISTANCE OF 66.13 FEET;
- 25) THENCE N90°00'00"E, A DISTANCE OF 120.08 FEET;
- 26) THENCE S88°21'22"E, A DISTANCE OF 140.03 FEET;
- 27) THENCE S82°25'37"E, A DISTANCE OF 195.76 FEET;
- 28) THENCE N76°29'25"E, A DISTANCE OF 142.88 FEET;
- 29) THENCE S86°38'15"E, A DISTANCE OF 80.00 FEET;
- 30) THENCE S66°03'45"E, A DISTANCE OF 30.43 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE S00°41'58"W, A DISTANCE OF 841.95 FEET ON SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF;

THENCE N89°41'20"E, A DISTANCE OF 1310.69 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO THE WEST LINE OF A QUIET TITLE DEED RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 98059771;

THENCE ON SAID WEST LINE FOR THE FOLLOWING 23 COURSES;

- 1) THENCE S08°14'54"W, A DISTANCE OF 80.51 FEET;
- 2) THENCE S07°55'56"W, A DISTANCE OF 112.46 FEET;
- 3) THENCE S04°38'39"E, A DISTANCE OF 135.77 FEET;
- 4) THENCE S06°03'17"E, A DISTANCE OF 34.78 FEET;
- 5) THENCE S04°25'53"E, A DISTANCE OF 228.42 FEET;
- 6) THENCE S04°13'55"E, A DISTANCE OF 125.06 FEET;
- 7) THENCE S00°16'16"W, A DISTANCE OF 55.11 FEET;
- 8) THENCE S11°20'14"W, A DISTANCE OF 85.25 FEET;
- 9) THENCE S48°49'56"W, A DISTANCE OF 292.60 FEET;
- 10) THENCE S36°39'36"W, A DISTANCE OF 17.10 FEET TO A NONTANGENT CURVE;
- 11) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 321.70 FEET, A CENTRAL ANGLE OF 15°39'21", A DISTANCE OF 87.90 FEET, A CHORD BEARING OF S23°54'40"W WITH A CHORD DISTANCE OF 87.63 FEET;
- 12) THENCE S16°10'04"W, A DISTANCE OF 18.28 FEET TO A NONTANGENT CURVE;
- 13) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 163.31 FEET, A CENTRAL ANGLE OF 18°47'40", A DISTANCE OF 53.57 FEET, A CHORD BEARING OF S05°34'57"W WITH A CHORD DISTANCE OF 53.33 FEET;
- 14) THENCE S04°13'36"E, A DISTANCE OF 48.52 FEET;

- 15) THENCE S12°57'20"E, A DISTANCE OF 36.47 FEET;
  - 16) THENCE S19°59'01"E, A DISTANCE OF 35.32 FEET;
  - 17) THENCE S32°37'12"E, A DISTANCE OF 36.33 FEET;
  - 18) THENCE S39°13'44"E, A DISTANCE OF 36.81 FEET;
  - 19) THENCE S47°14'09"E, A DISTANCE OF 53.40 FEET;
  - 20) THENCE S49°33'44"E, A DISTANCE OF 16.32 FEET;
  - 21) THENCE S53°36'58"E, A DISTANCE OF 78.58 FEET;
  - 22) THENCE S63°57'58"E, A DISTANCE OF 54.14 FEET
  - 23) THENCE S64°22'11"E, A DISTANCE OF 65.70 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
- THENCE S00°15'50"W, A DISTANCE OF 1117.60 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,139,572 SQUARE FEET OR 140.945 ACRES.





# Town of Johnstown

## INFORMATIONAL ITEMS ONLY

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These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**Law Office of Avi S. Rocklin, LLC**  
 ATTORNEY AT LAW  
 1437 N. DENVER AVENUE, #330  
 LOVELAND, CO 80538  
 PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

**MEMORANDUM**

TO: Honorable Mayor and Council Members

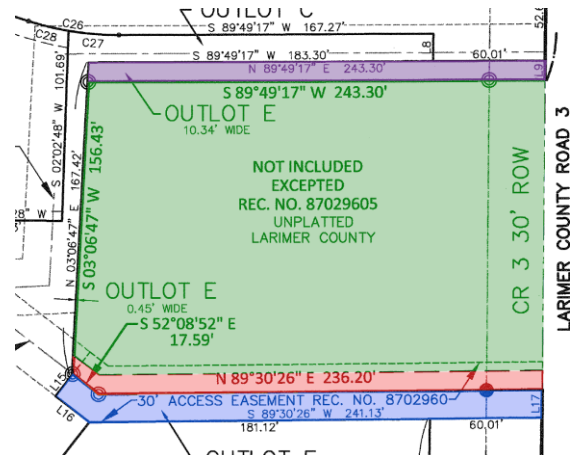
FROM: Law Office of Avi S. Rocklin, LLC <sup>AS</sup>

DATE: February 24, 2021

RE: Coonrad Property – Request for Disconnection

Attached please find a request from property owners, Brittany and Jonathan Coonrad, for disconnection of property from the Town. The property is located at 641 North County Road 3 and is an enclave of the Town. The title and jurisdictional issues are complicated. Based on a conversation with the Coonrads' counsel, this Memorandum provides a brief summary.

A depiction of the property at issue is shown below:



The Coonrads own and have clear title to the purple, green and blue portions of the property. The Coonrads are commencing a quiet title action to clarify their title to the red portion of the property and to create a single parcel and legal description for the entire property. Based on the Maplewood Annexation in 2007, the Town boundaries: (i) do not include green portion of the property; (ii) include the blue portion of the property; and (iii) may include the purple or red portions of the property. If the annexation map is read to include property described by deed, then the red and blue portions of the property were annexed into the Town. If the annexation map is read to include property described by monumentation, then the purple and blue portions were annexed into the Town.

The Coonrads do not want a portion of the property in the Town and a portion outside the boundaries of the Town and are thus requesting that the Town disconnect whatever portion of the property is in the Town. Since the scope of the property in the Town is unclear, the Coonrads are requesting that the Town affirmatively disconnect the purple, red and blue portions of the property.

As an aside, because of unclear title, the Thompson Crossing II developers, rather than resolve the title issues, created Outlot E, which includes the blue and purple portions of the property and only added to the confusion.

To:

Re: Coonrad Property Deannexation

Date: 12/9/2020

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This memo is a description of the state of the properties owned by the Coonrads at 641 North County Rd. 3, Johnstown, Colorado, with particular focus on the annexation of a portion of the properties in 2007. The issues with the property stem from a discrepancy between the legal descriptions in the Coonrads' deed and deeds for easements that were used by developers of the surrounding property that was subdivided and annexed. The Coonrads currently have a property made up of four portions with different statuses as to title and annexation by Johnstown.

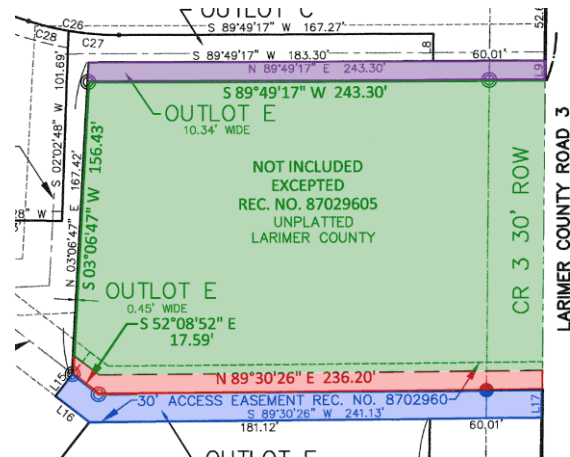


Figure 1 - The portions of the Coonrad Property. From North To South: North Outlot E (Purple), Main Coonrad Lot (Green), South Area of Concern (Red), and South Outlot E (Blue)

From North to South:

1. **North Outlot E** (Purple above) is a 10-foot strip of land that is part of their deeded legal description and was also sold to the Coonrads in a separate deed in 2017, based upon the legal description used by the developers. This property may have been annexed by the town of Johnstown in the Maxfield Annexation 1, recorded with the Larimer County Clerk and Recorder at Reception No. 20070084418.
2. The **Main Coonrad Lot** (Green above) is the main portion of the property, deeded to the Coonrads by Special Warranty deed recorded with the Larimer County Clerk and Recorder on June 25, 2009 at Reception No. 20090042452. This property was excluded from annexation by Johnstown.
3. The **South Area of Concern** (Red above) is a 10-foot strip along the south edge of the Main Coonrad Lot, based upon the Main Coonrad Lot's deeded legal description. However, using the legal description for the easements upon the land, the lot was considered part of the Coonrad Lot by the developers that subdivided the surrounding land. This property may have been annexed by the town of Johnstown and may have been excluded from annexation.
4. **South Outlot E** (Blue above) is a 15-foot strip of land sold to the Coonrads in a separate deed in 2017. This strip is connected to North Outlot E by a narrow band of land running the entire West side of the Main Coonrad Lot that is 0.45 feet wide and 156 feet long. Though the annexation

status of North Outlot E is not clear, South Outlot E was part of the area annexed by Johnstown in 2007.

The Coonrads plan to file an action in District Court in Larimer County to quiet title to the South Area of Concern, vacate various easements upon the lands, define on legal description of all the land, and to deannex those portions of the properties from the Town of Johnstown. As discussed below in depth, in 2007 only some portions of the Coonrad properties were annexed. The bulk of the Coonrad Property was specifically excluded and if any portions were annexed that was a result of discrepancies in legal descriptions and a failure by neighboring developers to correct identified issues.

## Background

### By Deed: Northern Boundary of Coonrad Property defined as 294.77 feet south of quarter corner

Brittany and Jonathan Coonrad, in 2009 acquired title to the property commonly known as 641 North County Rd. 3, Johnstown, Colorado (the “Coonrad Property”) by Special Warranty deed recorded with the Larimer County Clerk and Recorder on June 25, 2009 at Reception No. 20090042452. The Coonrad Property was first defined in an Exemption Plat recorded on July 11, 1979 at Book 1968, Page 0571, which described the northeast corner of the Coonrad Lot as beginning 294.77 feet south of the NE Corner of the SE Quarter of Section 14, Township 5 North, Range 68 West. This northern boundary at 294.77 feet south of the corner continued through to the Coonrad’s deed in 2009.

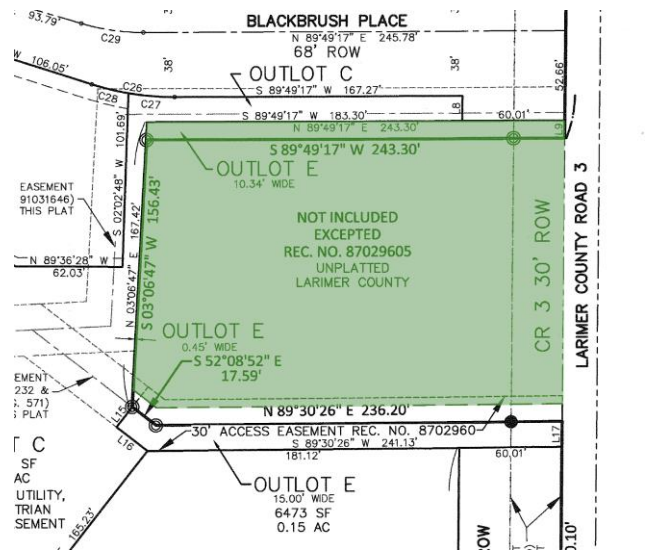


Figure 2- The boundaries of the recorded descriptions, with a Northern Boundary 294.77 feet south of the corner, are approximately the area defined in this map by the green coloring.

### By Easement and by Monument: Northern Boundary of Coonrad Property defined as 305.15 feet south of quarter corner

In 1991, the owners of the surrounding property granted an easement recorded with the Larimer County Clerk and Recorder at Reception No. 91031646, currently No. 19910031646. The center line of the easement was 290.15 feet south of the NE corner of the SE Quarter of Section 14, Township 5 North, Range 68 West, “said line being 15 foot Northerly of the North line of [the Coonrad property] described

at Reception No. 87029605.” This description would put the northern boundary of the Coonrad Property 305.15 feet south of the corner.

Notably, this definition of the Coonrad Property matches survey monuments along the north and south boundaries.

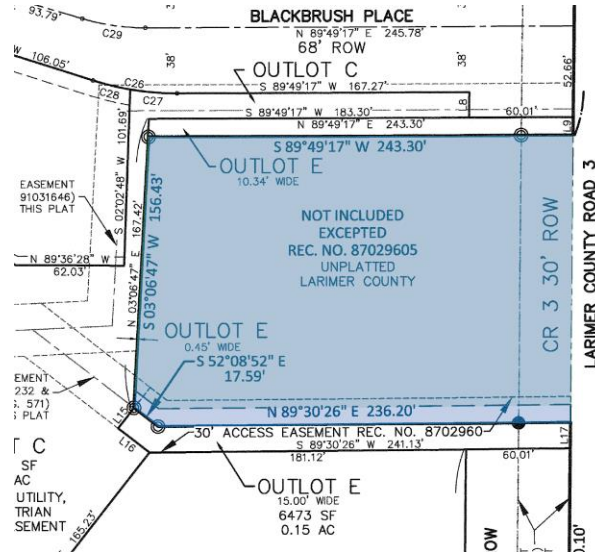


Figure 3 - The boundaries based on the easement's descriptions and the noted monuments, with a Northern Boundary 305.15 feet south of the corner, are approximately the area defined in this map by the blue coloring.

Though the developers identified the discrepancy between the deeded property and the property as defined in the easements and in the monuments in the field, no action was taken by the developers to reconcile the issues. In lieu of addressing the discrepancies, the developers created Outlot E, surrounding the Coonrad's property on the north and south. The property was sold to the Coonrad's neighbors to the south (the Comers), who in turn sold it to the Coonrads by Warranty Deed.

### Development of Thompson Crossing II, creation of Area of Concern and Outlot E, and Annexation

In 2007, Zeiler Enterprises, LLC transferred its interests in the property surrounding the Coonrad Property to TC Phase 2, LLC. That year, the surrounding property was annexed to the Town of Johnstown in the Maxfield Annexation No. 1, recorded with the Larimer County Clerk and Recorder at Reception No. 20070084418. That annexation excluded the Coonrad Property identified by deed (1979 deed at Book 1994 Page 460) and by the same monuments identified above.

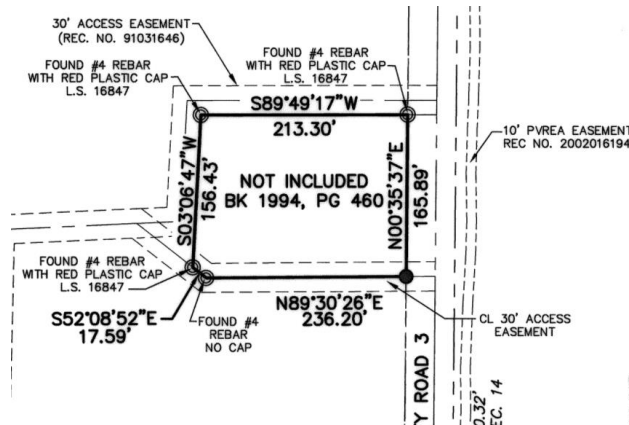


Figure 4 - Portion of 2007 Annexation map, excluding Coonrad Property defined by deed and by monuments.

If the monumentation is to control the 2007 Annexation, the Town of Johnstown annexed a portion of the Coonrad Property (the area also occupied by North Outlot E) and a portion of the Coonrad Property (the Main Coonrad Lot) was left as part of unincorporated Larimer County. Further, the South Area of Concern would have been annexed with this method. If the recorded deeds identified in the 2007 Annexation are controlling, the Town of Johnstown did not annex North Outlot E (the area also occupied by the Coonrad Property based on the deed) but did annex South Outlot E and the South Area of Concern.

## Planned Action

In 2019, the Coonrads engaged March & Olive, LLC to clean up the above issues by court action. We have identified four primary areas that we will be asking the court to act upon: quiet title to the South Area of Concern, vacate easements on all of the properties, combine the properties into one single legal description, and to deannex those portions of the properties from Johnstown.

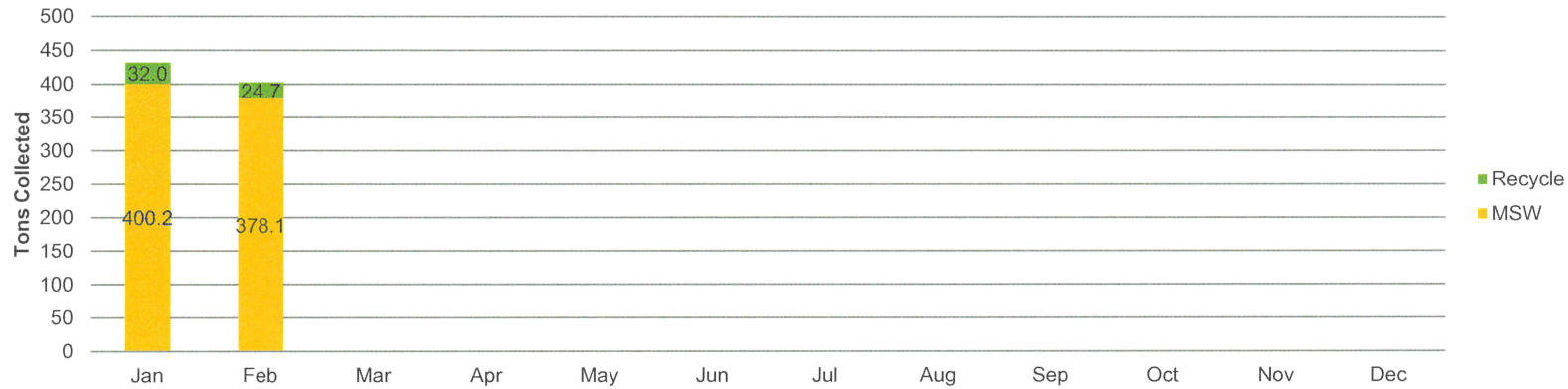
1. The South Area of Concern is a 10-foot strip that is in the Coonrad's property based on the existing monumentation and definitions from various easements, but is excluded from the Coonrad's property based upon their deed. This strip lies between the Main Coonrad Lot and South Outlot E, all of which are owned by the Coonrads by deed. The Coonrad's intent to ask the court to quiet title to this strip based on use by the Coonrads, the monuments in the field, deeds, and plats all identifying this area as belonging to the Coonrads.
2. The Coonrad's property is covered by several easements to the surrounding area, some of which were vacated on neighboring properties. The Coonrads will ask the court to vacate those portions of the easements on their land, excepting one modified easement in negotiation with a neighbor to the south.
3. As noted previously, the Coonrad Property has four portions with varying title, varying legal descriptions, and unmarketable dimensions. The Coonrads will ask the court to consolidate the legal descriptions of all their adjoining properties into one clearly identifiable parcel.
4. Of the four portions of the Coonrad properties, only South Outlot E was clearly annexed by the Town of Johnstown in 2007 and the bulk of the area, the Main Coonrad Lot, was clearly excluded from annexation. North Outlot E and the South Area of Concern may have been annexed and may have been excluded, depending on whether the annexation went by the deeds or by the monuments, both referenced in the annexation plat.



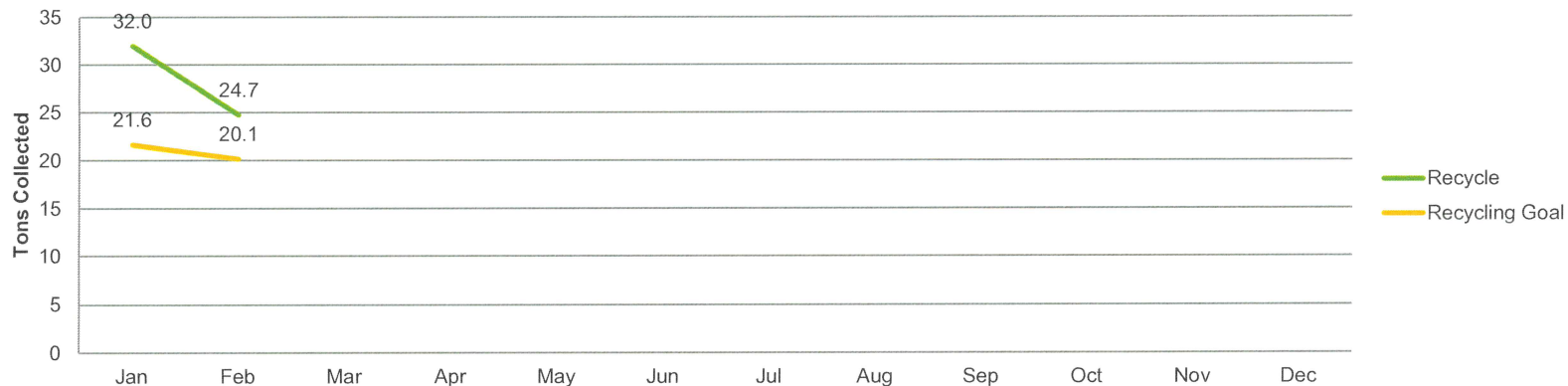
## 2021 YEAR TO DATE DIVERSION REPORT

| Diversion Tons                        |              |              |     |     |     |     |     |     |     |     |     |     |              |
|---------------------------------------|--------------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|
|                                       | Jan          | Feb          | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total        |
| <b>MSW</b>                            | 400.2        | 378.1        |     |     |     |     |     |     |     |     |     |     | 778.2        |
| <b>Recycle</b>                        | 32.0         | 24.7         |     |     |     |     |     |     |     |     |     |     | 56.7         |
| <b>Recycling Goal</b>                 | 21.6         | 20.1         |     |     |     |     |     |     |     |     |     |     | 41.7         |
| <b>Total Combined (MSW &amp; RCY)</b> | <b>432.1</b> | <b>402.8</b> |     |     |     |     |     |     |     |     |     |     | <b>834.9</b> |
| <b>Diversion (Recycling) %</b>        | 7.40%        | 6.14%        |     |     |     |     |     |     |     |     |     |     | 6.79%        |

### Monthly Tonnage Summary 2021



### Recycling Actual Compared to Recycling Goal (5%)



# February 2021 Recycling Benefits for the Town of Johnstown

In February 2021, we recycled 25 tons of cans, bottles, paper, and cardboard.

Recycling these materials will save the following resources:

## 304 Mature Trees

Represents enough saved timber resources to produce 5,160,000 sheets of printing and copy paper!

## 58 Cubic Yards of Landfill Airspace

Enough airspace to fulfill the annual municipal waste disposal needs for 65 people!

## 42,348 Kw-Hrs of Electricity

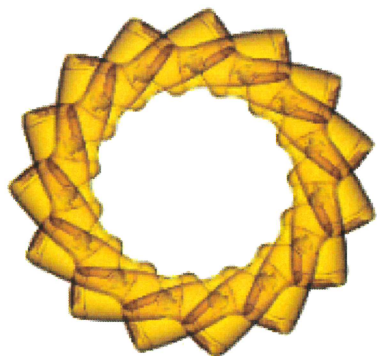
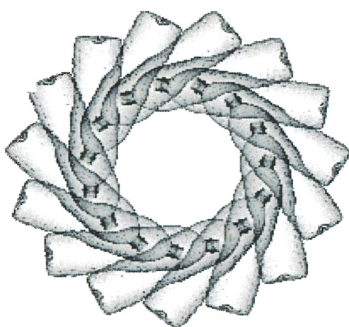
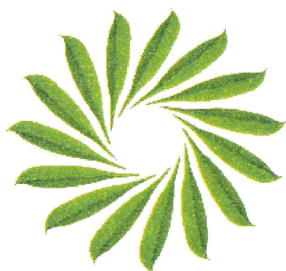
Enough power to fulfill the annual electricity needs of 3 homes!

## Avoided 54 Metric Tons (MTCO<sub>2</sub>E) of GHG Emissions

The recycling of these materials prevented these GHG emissions!

## 103,634 Gallons of Water

Represents enough saved water to meet the daily fresh water needs of 1,381 people!



PREPARED BY WASTE MANAGEMENT

Sources: U.S. Environmental Protection Agency, U.S. Energy Information Administration, Environmental Paper Network-Paper Calculator V4.0, Domtar Paper, Gaylord Corporation, U.S. Forest Products Laboratory, and Waste Management. © Waste Management 2019





**SHARE YOUR CREATION:** WM would love to see what our young WM Fans create using this coloring exercise. Please email us a photo of your child's creation by March 26 to [FourCornersCommunity@wm.com](mailto:FourCornersCommunity@wm.com). (Include a second photo of them working on it or holding it if you like.) We will be awarding a small prize to one area artist each month.

Waste Management - 2021



## RECYCLING FACT



A beverage can  
recycled **TODAY**,  
is back on the  
shelf as a new  
can within  
**60 DAYS.**

SOURCE: Waste Management





## SAFETY TIP

# STEER CLEAR

Give workers collecting trash and recycling on neighborhood roads a WIDE berth.

SOURCE: Waste Management