



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, September 16, 2024 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

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 Public Hearing portion of the agenda. Citizen comments are limited to five (5) 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.

- [1.](#) September 4, 2024 Meeting Minutes
- [2.](#) Ordinance No. 2024-255: Approving The Archdiocese Annexation No. 4-5
- [3.](#) Ordinance No. 2024-256: Approving H-A Zoning for The Archdiocese Annexation No. 4-5
- [4.](#) Annexation Agreement for The Archdiocese Annexation No. 4-5
- [5.](#) August 2024 Financial Statements

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [6.](#) Welty Ridge
 - A. Resolution 2024-42 Approving The Final Subdivision Plat and Final Development Plan for Welty Ridge Filing No. 2
 - B. Subdivision Development and Improvement Agreement for Welty Ridge Filing No. 2

COUNCIL REPORTS AND COMMENTS

The Community that Cares

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

[7.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



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TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Wednesday, September 04, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Duncan called the September 4, 2024 Council meeting to order and invited those able to join in the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Menzies
Councilmember Morris
Mayor Pro Tem Young
Mayor Duncan

Absent:

Councilmember Paranto
Councilmember Molinar, Jr.

AGENDA APPROVAL

Councilmember Menzies moved to approve the agenda amending to include employee introductions.

Councilmember Young seconded and the motion passed.

Councilmember Berg moved to approve the agenda as amended.

Councilmember Morris seconded and the motion passed.

SPECIAL PRESENTATIONS

Doug Gossett, Engineering Director, introduced a new member of the engineering team, Eric Jones, and Lucas Andrusyk, Water & Sewer System Lead, introduced Ruben Chavez, Water & Sewer Operator.

1. Business of the Month

Matt LeCerb, Town Manager, introduced B's Coffee as Business of the Month, noting the new owners purchased the business in late 2023.

2. Suicide Awareness and Prevention Month Proclamation

Councilmember Menzies read the proclamation declaring September 2024 Suicide Awareness and Prevention Month into the record and Front Range Behavioral Health accepted the proclamation.

PUBLIC COMMENT

A comment from Ginger Acierno regarding house purchases on Sandra Drive was read into the record.

A comment from Diane Eneboe regarding the taste of water in Johnstown was read into the record.

Mr. LeCerf noted that the properties in question on Sandra Drive were permitted based on updated engineering studies that provided evidence that with the development the storm water management would be achieved. The lots were platted as part of the original development and were reserved until such evidence that the storm water management could be achieved, however it is clear that the storm water management was not able to be achieved in those areas. It was noted the property purchases are estimated to be about 50% less expensive than any other solutions for this issue.

The water taste and smell was also noted and included details regarding the carbon filter being changed regularly, and the geosmin and MIB levels being below 7, more often than not below 3. It was noted that most palates can taste those elements at 15, and this item is the first compliant recieved all season and information will be put out online.

CONSENT AGENDA

Councilmember Morris moved to approve the consent agenda.

Councilmember Berg seconded and the motion passed.

3. August 19, 2024 Meeting Minutes

4. August 2024 List of Bills

TOWN MANAGER REPORT

5. Town Manager's Report

Mr. LeCerf presented the monthly report, noting the informational packet with an updated ordinance that addresses outdoor refuse burning as prohibited with other items being regulated by other agencies for the most part.

Council asked for follow up on the traffic surrounding the high school. Mr. LeCerf noted there are concerns about fender bender accidents with a 3-way stop signs and staff is waiting for information from the school district.

TOWN ATTORNEY REPORT

6. Town Attorney Report

Avi Rocklin, Town Attorney, noted the attached memo referring to legislation. Several items were noted, including occupancy limits and the recommendation to wait 6 months to pursue a code amendment.

Senate Bill 24-048 referencing Sober Living Homes, being codified as an acceptable use in residential areas.

Council asked if CAR provided any status updates with any Johnstown Sober Living Homes. Ms. Rocklin noted an upcoming seminar put on by CAR. Mr. LeCerf noted the existing sober living housing in Johnstown is required to inform Johnstown of their renewed license.

Council asked about the new bill regarding property tax. Ms. Rocklin noted an expected reduction in assessment rates and property tax, but it is not clear how it will impact Johnstown but staff will follow up with more information.

24-131 was noted regarding carrying firearms in sensitive places including local government areas. There is a provision that Council may adopt a law to opt out regarding concealed carry, in the Town Hall building but an exception would have to be carved out for the days that the Town Hall conducts Municipal Court.

Council requested staff bring forward an ordinance to pursue that opt out option and provide information on retired military carrying.

PUBLIC HEARING

7. Archdiocese Annexation & Zoning

A. Resolution 2024-34 Findings of Fact and Conclusions for The Archdiocese Annexation No. 4 - 5

B. Ordinance 2024-255 Annexing Certain Unincorporated Lands Located in Weld County Known as The Archdiocese Annexation No. 4 - 5

C. Ordinance 2024-256 Approval of H-A (Holding Agriculture) Zoning on the Property Known as The Archdiocese Annexation No. 4 - 5

Mayor Duncan opened the public hearing.

Jeremy Gleim, Planning and Development Director, presented the hearing to Council noting the location of the proposed annexation. A zoning request was submitted as well, with H-A, Holding Agriculture, as no development is currently planned. The Planning and Zoning Commission did fully approve and offer recommendation of the annexation.

Council asked for clarification on Section 4 of the annexation, which Mr. Gleim answered that Section 4 goes to the reservoir but does not go across.

Council also asked for clarification on what the previous annexation of Archdiocese and how many acres the previous annexation is, with what zoning it is. Mr. Gleim did note that annexation does have a solar field close to County Road 19.

Ms. Rocklin noted the previous annexation is zoned H-A and a portion PUD MU.

The attorney for Hillsborough Reservoir noted they are under contract to purchase the north section that will remain in the County and noted they do not represent the Archdiocese, but offered to answer questions from Council.

Mayor Duncan opened public comment for this item of those in favor or those opposed, to which there was none.

Mayor Duncan closed public comment.

Mayor Duncan closed the public hearing.

Councilmember Morris moved to approve Resolution No. 2024-34, Accepting the Findings of Fact and Conclusions for The Archdiocese Annexation No. 4-5

Mayor Pro Tem Young seconded and the motion passed

Councilmember Berg moved to Approve Ordinance No. 2024-255, Approving the Annexation of Approximately 22.21 Acres, Known as The Archdiocese Annexation No. 4-5

Councilmember Morris seconded and the motion passed.

Mayor Pro Tem Young moved to Approve Ordinance No. 2024-256, Approving H-A Zoning for the Property Known as The Archdiocese Annexation No. 4-5

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Menzies asked for clarification regarding Facebook and web live streaming. It was also asked about the tax refund checks, which Mitzi McCoy, Deputy Town Manager, did note checks should be in the mail in the upcoming week.

MAYOR'S COMMENTS

Mayor Duncan expressed gratitude to the Police Department for their work.

INFORMATIONAL ITEMS

8. A revision to the ongoing discussion regarding an ordinance regarding burning items within town limits. The new version addresses the original nexus of the complaint without the need to address the individual exceptions.

EXECUTIVE SESSION

9. An Executive Session to Receive Legal Advice from the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding 2 Jay Avenue

Councilmember Berg moved to recess into An Executive Session to Receive Legal Advice from the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding 2 Jay Avenue and An Executive Session to Discuss the Purchase of Real Property Pursuant to C.R.S. Section 24-6-402(4)(a) - Larimer County Open Space Sales Tax Purchase

Mayor Pro Tem Young seconded and the motion passed.

10. An Executive Session to Discuss the Purchase of Real Property Pursuant to C.R.S. Section 24-6-402(4)(a) - Larimer County Open Space Sales Tax Purchase

This item was moved with the previous.

Council reconvened at 8:18 pm and the Mayor noted no items were discussed outside of those noted in the motion and no action was taken.

ADJOURN

Mayor Duncan adjourned the meeting at 8:18 pm.

Michael P. Duncan, Mayor

Hannah Hill, Town Clerk



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Item #2.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: September 16, 2024

SUBJECT: Ordinance No. 2024-255, Second Reading, Approving the Archdiocese Annexation No. 4-5

ACTION PROPOSED: Approve Ordinance No. 2024-255, Annexing Approximately 22.21 Acres Known as The Archdiocese Annexation No. 4-5

ATTACHMENTS: 1. Ordinance 2024-255

PRESENTED BY: James Shrout, Planner 1

AGENDA ITEM DESCRIPTION:

This ordinance is for the approval of Annexation Case No. ANX24-0001. The subject property currently exists in Weld County and measures approximately 22.21 acres in size. The property is located on the west side of Weld County Road 19 (WCR 19), south of WCR 46 1/2. The property is bisected by the Hillsborough Reservoir and does not include the reservoir.

The first reading of this ordinance was presented to the Town Council at their meeting on September 4, 2024. Staff presented the project, and a public hearing was held. After due consideration of the staff report, public testimony, and discussion among council members, the annexation was approved.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

The Community that Cares

RECOMMENDED ACTION: Approve Ordinance No. 2024-255, Annexing Approximately 22.21
Acres
Known as The Archdiocese Annexation No. 4 -5, on Second Reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-255**

ANNEXING CERTAIN UNINCORPORATED LANDS SITUATED IN A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER SECTION 16, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 22.21 ACRES, AND KNOWN AS THE ARCHDIOCESE ANNEXATION NO. 4-5

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

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

WHEREAS, by Resolution No. 2024-32, the Town Council found a petition for annexation of certain property situated in a Part of the North Half of the Northeast Quarter Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 22.21 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Archdiocese Annexation No. 4-5," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on September 4, 2024, the Town Council held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. The annexation of certain unincorporated property situated in a Part of the North Half of the Northeast Quarter Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 22.21 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. The annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2025.

Section 3. Within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

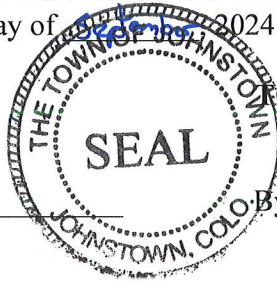
- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 4 day of September, 2024.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO
By: Michael P. Duncan
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION NO. 4**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 581.90 feet to the West line of the Reservoir Property per USR No. 1142, recorded December 9, 1997 at Reception No. 2583509;
 THENCE South 66°13'28" West a distance of 106.64 feet;
 THENCE South 35°24'15" West a distance of 150.14 feet;
 THENCE South 40°31'29" West a distance of 55.52 feet;
 THENCE South 56°34'09" West a distance of 110.97 feet;
 THENCE South 55°44'09" West a distance of 115.44 feet;
 THENCE South 46°39'31" West a distance of 110.28 feet;
 THENCE South 43°59'36" West a distance of 116.62 feet;
 THENCE South 33°40'28" West a distance of 3.96 feet to the West line of the N1/2NE1/4 of said Section 16;
 THENCE North 01°04'34" West along said West line a distance of 512.45 feet to the North Quarter corner of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 3.28 Acres (+/-143,040 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION No. 5**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

COMMENCING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 1164.44 feet to the **POINT OF BEGINNING**.

THENCE continuing South 88°26'46" East along said North line a distance of 577.97 feet to the East line of said Tract 1;

THENCE along the Easterly and Southerly lines of said Tract 1 by the following four (4) courses and distances:

THENCE South 00°00'16" West a distance of 274.14 feet;

THENCE North 90°00'00" West a distance of 376.23 feet;

THENCE South 00°54'49" East a distance of 756.16 feet;

THENCE North 89°01'10" West a distance of 1357.98 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 112.02 feet;

THENCE North 50°47'21" East a distance of 33.79 feet;

THENCE North 56°10'46" East a distance of 104.91 feet;

THENCE North 71°05'50" East a distance of 129.18 feet;

THENCE North 59°05'00" East a distance of 89.02 feet;

THENCE North 49°18'57" East a distance of 76.11 feet;

THENCE North 57°10'54" East a distance of 19.16 feet;

THENCE North 69°01'09" East a distance of 27.94 feet;

THENCE North 82°26'55" East a distance of 104.96 feet;

THENCE North 78°36'39" East a distance of 45.47 feet;

THENCE North 69°16'17" East a distance of 127.36 feet;

THENCE North 72°45'00" East a distance of 31.37 feet;

THENCE North 80°12'24" East a distance of 67.50 feet;

THENCE North 71°29'15" East a distance of 47.72 feet;

THENCE North 55°27'04" East a distance of 34.11 feet;

THENCE North 32°30'51" East a distance of 71.59 feet;

THENCE North 03°07'10" East a distance of 118.79 feet;

THENCE North 32°07'01" East a distance of 34.33 feet;

THENCE North 48°33'16" East a distance of 105.63 feet;

THENCE North 43°31'19" East a distance of 34.46 feet;

THENCE North 35°53'58" East a distance of 164.07 feet;

THENCE North 26°06'30" East a distance of 36.24 feet;

THENCE North 12°51'40" East a distance of 83.86 feet to the North line of the NE1/4 of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 18.93 Acres (+/-824,570 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

Submittal #1_Archdiocese Annexation Nos. 4 & 5_06-24-24



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970.587.4664
JohnstownCO.gov

Item #3.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: September 16, 2024

SUBJECT: Ordinance No. 2024-256, Second Reading, Approving H-A Zoning for The Archdiocese Annexation No. 4-5

ACTION PROPOSED: Approve Ordinance No. 2024-256, Approval of H-A Zoning for the Property Known as The Archdiocese Annexation No. 4-5

ATTACHMENTS: 1. Ordinance No. 2024-256

PRESENTED BY: James Shrout, Planner 1

AGENDA ITEM DESCRIPTION:

This ordinance is for the establishment of H-A zoning for Annexation Case No. ANX24-0001. The subject property currently exists in Weld County and measures approximately 22.21 acres in size. The property is located on the west side of Weld County Road 19 (WCR 19), south of WCR 46 1/2. The property is bisected by the Hillsborough Reservoir and does not include the reservoir. H-A (Holding Agriculture) zoning is consistent with the Very Low Density/Intensity Land Use that overlays the property.

The first reading of this ordinance was presented to the Town Council at their meeting on September 4, 2024. Staff presented the project, and a public hearing was held. After due consideration of the staff report, public testimony, and discussion among council members, the annexation was approved.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed zoning is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

The Community that Cares

RECOMMENDED ACTION: Approve Ordinance No. 2024-256, Approval of H-A Zoning for the Property Known as The Archdiocese Annexation on Second Reading.

Reviewed and Approved for Presentation,

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written over a horizontal line.

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-256

**APPROVAL OF H-A ZONING OF THE PROPERTY KNOWN AS THE
ARCHDIOCESE ANNEXATION NO. 4-5, SITUATED IN A PART OF
THE NORTH HALF OF THE NORTHEAST QUARTER SECTION 16,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY
OF WELD, STATE OF COLORADO, CONSISTING OF
APPROXIMATELY 22.21 ACRES**

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

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

WHEREAS, the Town Council approved the annexation of certain property situated in a Part of the North Half of the Northeast Quarter Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 22.21 acres, known as the Archdiocese Annexation No. 4-5, being more particularly described on Exhibit A; and

WHEREAS, in conjunction with annexation, the Archdiocese of Denver, a Colorado corporation sole, the property owner, applied for Holding Agricultural ("H-A") zoning of the property; and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the property within ninety (90) days; and

WHEREAS, on August 14, 2024, the Town's Planning and Zoning Commission held a hearing and recommended approval of H-A zoning for the property known as the Archdiocese Annexation No. 4-5; and

WHEREAS, on September 4, 2024, the Town Council held a public hearing to determine appropriate zoning for the property and, based upon the recommendation of the Planning and Zoning Commission and the evidence received at the hearing, finds that the requested zoning of the of the property known as the Archdiocese Annexation No. 4-5 to H-A is proper and conforms with the Town's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

1. Zoning. Zoning of the property known as the Archdiocese Annexation No. 4-5, more particularly described on the attached Exhibit A, shall hereby be designated as Holding-Agricultural.

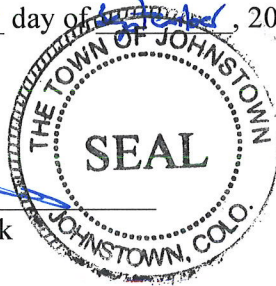
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the property known as the Archdiocese Annexation No. 4-5. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder. Copies of the entire Ordinance are 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 4 day of April, 2024.

ATTEST:

By: Hannah Hill

Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Michael P. Duncan

Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____

Hannah Hill, Town Clerk

By: _____

Michael P. Duncan, Mayor

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION NO. 4**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 581.90 feet to the West line of the Reservoir Property per USR No. 1142, recorded December 9, 1997 at Reception No. 2583509;
 THENCE South 66°13'28" West a distance of 106.64 feet;
 THENCE South 35°24'15" West a distance of 150.14 feet;
 THENCE South 40°31'29" West a distance of 55.52 feet;
 THENCE South 56°34'09" West a distance of 110.97 feet;
 THENCE South 55°44'09" West a distance of 115.44 feet;
 THENCE South 46°39'31" West a distance of 110.28 feet;
 THENCE South 43°59'36" West a distance of 116.62 feet;
 THENCE South 33°40'28" West a distance of 3.96 feet to the West line of the N1/2NE1/4 of said Section 16;
 THENCE North 01°04'34" West along said West line a distance of 512.45 feet to the North Quarter corner of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 3.28 Acres (+/-143,040 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION No. 5**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

COMMENCING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 1164.44 feet to the **POINT OF BEGINNING**.

THENCE continuing South 88°26'46" East along said North line a distance of 577.97 feet to the East line of said Tract 1;

THENCE along the Easterly and Southerly lines of said Tract 1 by the following four (4) courses and distances:

THENCE South 00°00'16" West a distance of 274.14 feet;

THENCE North 90°00'00" West a distance of 376.23 feet;

THENCE South 00°54'49" East a distance of 756.16 feet;

THENCE North 89°01'10" West a distance of 1357.98 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 112.02 feet;

THENCE North 50°47'21" East a distance of 33.79 feet;

THENCE North 56°10'46" East a distance of 104.91 feet;

THENCE North 71°05'50" East a distance of 129.18 feet;

THENCE North 59°05'00" East a distance of 89.02 feet;

THENCE North 49°18'57" East a distance of 76.11 feet;

THENCE North 57°10'54" East a distance of 19.16 feet;

THENCE North 69°01'09" East a distance of 27.94 feet;

THENCE North 82°26'55" East a distance of 104.96 feet;

THENCE North 78°36'39" East a distance of 45.47 feet;

THENCE North 69°16'17" East a distance of 127.36 feet;

THENCE North 72°45'00" East a distance of 31.37 feet;

THENCE North 80°12'24" East a distance of 67.50 feet;

THENCE North 71°29'15" East a distance of 47.72 feet;

THENCE North 55°27'04" East a distance of 34.11 feet;

THENCE North 32°30'51" East a distance of 71.59 feet;

THENCE North 03°07'10" East a distance of 118.79 feet;

THENCE North 32°07'01" East a distance of 34.33 feet;

THENCE North 48°33'16" East a distance of 105.63 feet;

THENCE North 43°31'19" East a distance of 34.46 feet;

THENCE North 35°53'58" East a distance of 164.07 feet;

THENCE North 26°06'30" East a distance of 36.24 feet;

THENCE North 12°51'40" East a distance of 83.86 feet to the North line of the NE1/4 of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 18.93 Acres (+/-824,570 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

Submittal #1_Archdiocese Annexation Nos. 4 & 5_06-24-24



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #4.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: September 16, 2024

SUBJECT: Annexation Agreement for Case No. ANX24-0001 (The Archdiocese Annexation No. 4-5)

ATTACHMENTS: 1. Annexation Agreement

PRESENTED BY: James Shrout, Planner 1

AGENDA ITEM DESCRIPTION:

This annexation agreement (“Agreement”) accompanies Annexation Case No. ANX24-0001 (The Archdiocese Annexation No. 4-5). A public hearing for the Archdiocese Annexation No. 4-5 (“Property”) was held on September 4, 2024, wherein the Town Council considered the project. Concluding the public hearing, the Council voted to approve:

1. Resolution No. 2024-34, accepting the Findings of Fact and Conclusions for the Archdiocese Annexation No. 4-5
2. Ordinance No. 2024-255, approving the Archdiocese Annexation No. 4-5
3. Ordinance No. 2024-256, approving the establishment of H-A zoning for the Archdiocese Annexation No. 4-5

The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. All terms and conditions within the Agreement are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town’s development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, et seq., C.R.S.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

LEGAL ADVICE:

The Community that Cares

The Town Attorney provided the agreement being presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve The Annexation Agreement for The Archdiocese
Annexation No. 4-5.

Reviewed and Approved for Presentation,



Town Manager

**ANNEXATION AGREEMENT
ARCHDIOCESE ANNEXATION NO. 4-5**

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between THE ARCHDIOCESE OF DENVER, a Colorado corporation sole (“Owner”), and the TOWN OF JOHNSTOWN, a Colorado home-rule municipality (“Town”).

RECITALS

WHEREAS, Owner desires to annex real property into the Town, situated in a Part of the North Half of the Northeast Quarter Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 22.21 acres, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference, known as the Archdiocese Annexation Nos. 4-5 (“Property”); and

WHEREAS, Owner executed a Petition for Annexation, dated June 21, 2024, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has requested that the Property be zoned Holding Agricultural (“H-A”); and

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

WHEREAS, Owner acknowledges that the Town of Milliken and the Extension Irrigation Company, which owns and operates the Hillsborough Reservoir (“Reservoir”), Extension Irrigation Ditch (“Ditch”), and related structures and facilities that adjoin portions of the Property and is under contract to acquire the land beneath the Reservoir, Ditch, and related structures and facilities, may, in the future, seek to allow recreational uses of the Reservoir; and

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

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

AGREEMENT

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

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

2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq.*, C.R.S. (the "Act").

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

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

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

6. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses described in the Recitals. Owner shall take all action necessary to permit zoning by Johnstown of the annexed Property within the time prescribed by state statute.

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

8. **Water Rights Dedication.** Owner represents that it does not own the water rights or lateral ditch company rights appurtenant to the Property.

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

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

development agreement, or similar such agreement, for each filing. All overhead utility lines shall be undergrounded.

11. **Roadway Dedication.** If the Town, at its discretion, requires that a portion of the Property be dedicated to the Town for right-of-way purposes, Owner shall dedicate such property to the Town at no cost, in the form set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The Town and Owner agree that any such dedication is directly related to and generated by the development intended to occur at and within the Property and that no taking thereby will occur requiring any compensation.

12. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, mineral interest owned by Owner at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

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

14. **Drainage.** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

15. **Development Fees.** Owner recognizes and agrees that the Property shall be subject to the development fees imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances.

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

17. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event

the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

18. **Special Districts.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner.

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

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

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

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

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

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

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town. In the event the breach or default by Owner is incapable of being cured within this ten-day period, Owner shall not be in default so long as Owner begins action to cure the default within such ten-day period and diligently pursues such cure to completion.

24. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party related to this Agreement, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

25. ***Assignments.*** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee and related contact information of the assignee and/or new owner of the Property. Unless otherwise agreed by the Town, Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

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

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

effective upon confirmation of a read-receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown ATTN: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com
With copy to:	Law Office of Avi S. Rocklin, LLC Town Attorney 1437 N. Denver Avenue #330 Loveland, CO 80538 Email: avi@rocklinlaw.com
Notice to Owner:	The Archdiocese of Denver Attn: Real Estate Department 1300 South Steele Street Denver, CO 80210 Email: Jarrett.Laraway@Archden.org
With copy to:	Edward J. Blieszner, Esq. Welborn Sullivan Meck & Tooley, P.C. 1401 Lawrence Street, Suite 1800 Denver, CO 80202 Email: EBlieszner@wsmtlaw.com

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

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

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

31. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action

for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

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

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

34. **No Repeal of Laws.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

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

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

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

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

39. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be

binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

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

[Remainder of page intentionally left blank.]

ATTEST:

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

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

THE ARCHDIOCESE OF DENVER

By: _____
Name:
Title:

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, by
_____, as the _____ of The Archdiocese of Denver.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A
PROPERTY

EXHIBIT B
DEED OF DEDICATION FOR RIGHT OF WAY
(_____)

KNOW ALL BY THESE PRESENTS, that the Archdiocese of Denver, a Colorado corporation sole (“Grantor”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the Town of Johnstown, Colorado, a Colorado home rule municipality (“Grantee”), and Grantee does hereby accept on behalf of the public, for use as a public right-of-way for street, road and utility purposes, on, over, across, under, along, and within, the real property located in Weld County, State of Colorado, as described on Exhibit 1 attached hereto and incorporated herein by this reference, containing a legal description and a depiction of the real property, with all appurtenances (the “Property”).

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

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

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

IN WITNESS WHEREOF, the parties have executed this document this ____ day of _____, 2024.

GRANTOR: The Archdiocese of Denver

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20____, by _____ as the _____ of The Archdiocese of Denver.

WITNESS my hand and official seal.

My commission expires:

Notary Public

ACCEPTANCE

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

Dated this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO
a Colorado municipality

By: _____
Matthew LeCerf, Town Manager

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT 1

Legal Description

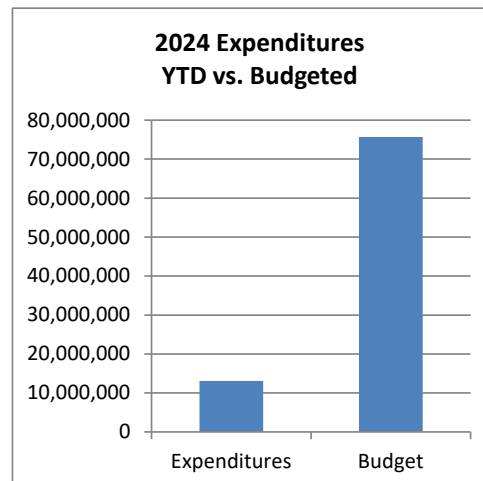
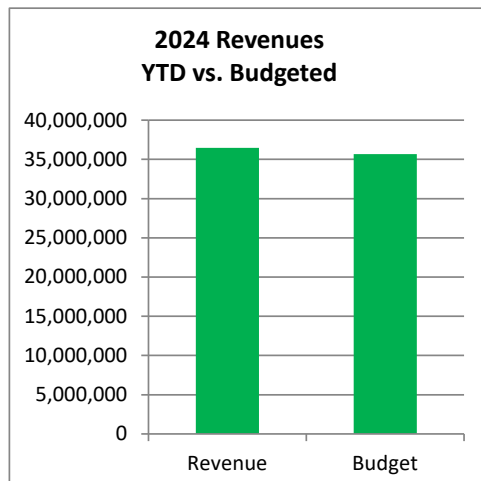
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending August 31, 2024
Unaudited

Item #5.

General Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,349,169	62,349,169	
<u>Revenues:</u>			
Taxes & Fees	29,990,759	32,347,410	92.7%
Licenses & Permits	3,148,680	2,193,300	143.6%
Fines & Forfeitures	212,169	215,000	98.7%
Intergovernmental	65,308	50,000	130.6%
Earnings on Investment	2,042,936	500,000	408.6%
Miscellaneous Revenue	1,001,634	380,000	263.6%
<i>Transfers In</i>	-	-	
Total Operating Revenues	36,461,487	35,685,710	102.2%
<u>Expenditures:</u>			
Legislative	1,038,849	1,925,100	54.0%
Town Manager	1,098,386	2,117,435	51.9%
Town Clerk	300,470	542,300	55.4%
Events	13,477	282,050	4.8%
Finance	474,442	708,120	67.0%
Planning	355,399	696,050	51.1%
Reimbursements	442,749	350,000	126.5%
Engineering	412,228	1,313,495	31.4%
Inspections	222,520	403,400	55.2%
Police	4,290,705	10,265,820	41.8%
Public Works	459,169	686,100	66.9%
Buildings	230,908	1,003,300	23.0%
<i>Transfers Out</i>	3,719,598	55,356,967	6.7%
Total Expenditures	13,058,903	75,650,137	17.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	23,402,584	(39,964,426)	
Prior Period Adjustment			
Ending Fund Balance*	85,751,753	22,384,743	

* - Unaudited

67% of the fiscal year has elapsed



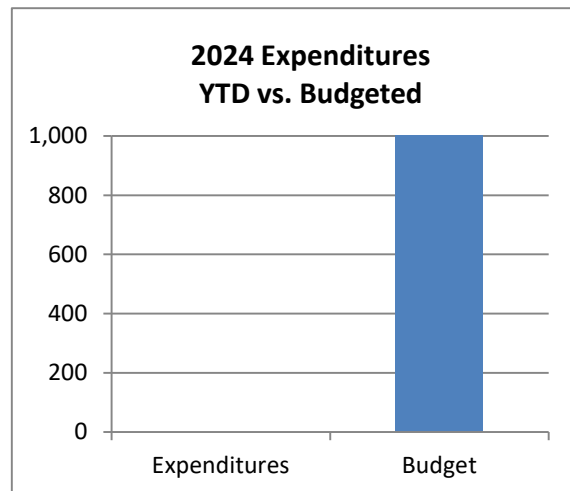
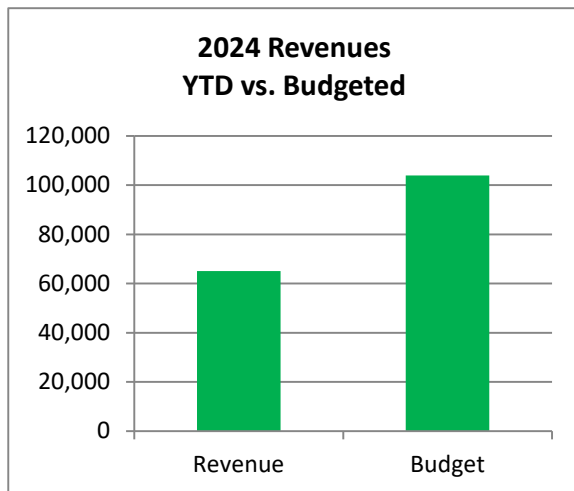
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending August 31, 2024
Unaudited

Item #5.

Conservation Trust Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Fund Balance	264,069	264,069	
<u>Revenues:</u>			
Intergovernmental	60,049	100,000	60.0%
Earnings on Investment	5,041	4,000	126.0%
Total Operating Revenues	65,090	104,000	62.6%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	350,000	0.0%
Total Expenditures	-	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	65,090	(246,000)	
Ending Fund Balance*	329,159	18,069	

* - Unaudited

67% of the fiscal year has elapsed



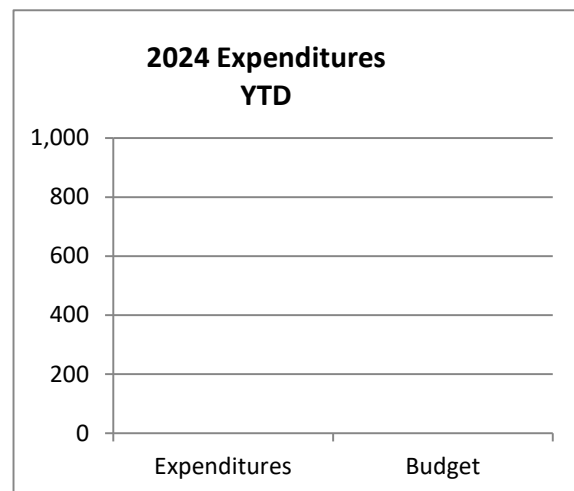
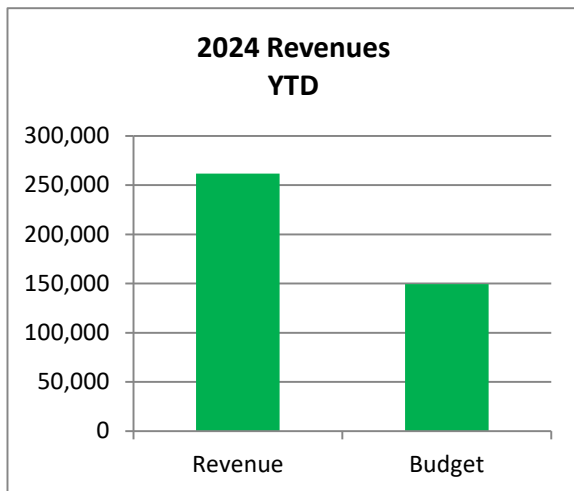
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending August 31, 2024
Unaudited

Item #5.

Arts & Culture Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
<u>Revenues:</u>			
Intergovernmental	261,838	149,580	175.0%
Earnings on Investment	-	-	
Total Operating Revenues	261,838	149,580	
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	261,838	149,580	
Ending Fund Balance*	324,396	212,138	

* - Unaudited

67% of the fiscal year has elapsed



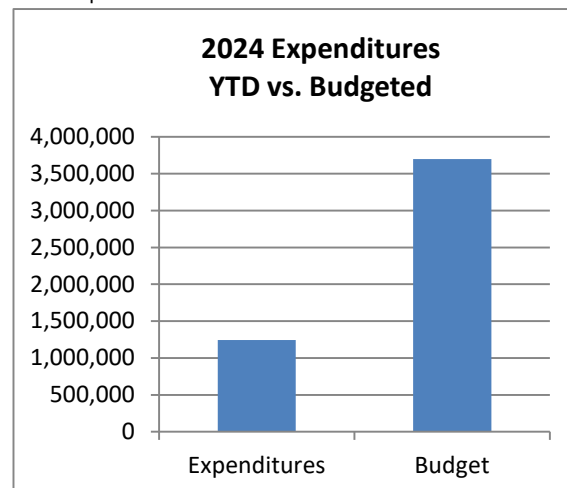
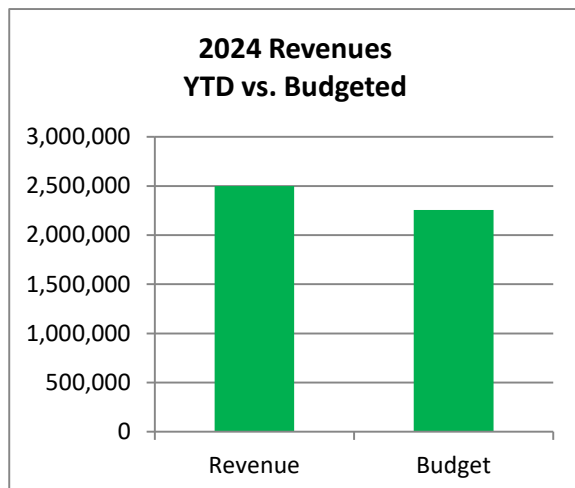
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	8,255,316	8,255,316	
<u>Revenues:</u>			
Taxes & Fees	1,170,173	1,024,950	114.2%
License & Permit	880	500	176.0%
Earnings on Investment	110,674	50,000	221.3%
Miscellaneous Revenue	77,162	41,000	188.2%
<i>Transfers In</i>	<u>1,140,000</u>	<u>1,140,000</u>	100.0%
Total Operating Revenues	<u>2,498,889</u>	<u>2,256,450</u>	110.7%
<u>Expenditures:</u>			
Operations	561,915	1,621,450	34.7%
Capital Outlay	682,682	2,076,000	32.9%
<i>Transfers Out</i>	<u>-</u>	<u>-</u>	
Total Expenditures	<u>1,244,596</u>	<u>3,697,450</u>	33.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,254,292</u>	<u>(1,441,000)</u>	
Ending Fund Balance*	<u>9,509,608</u>	<u>6,814,316</u>	

* - Unaudited

67% of the fiscal year has elapsed



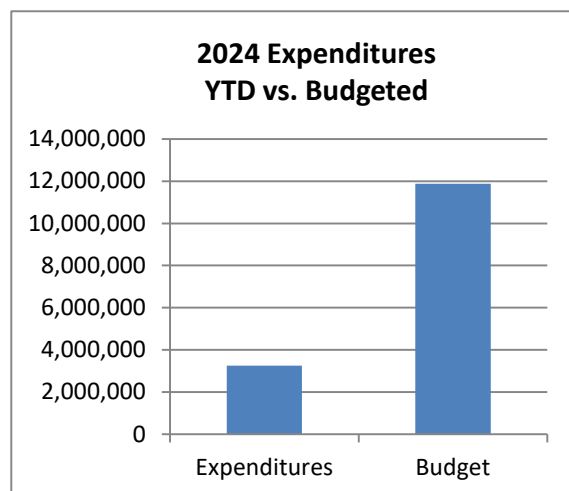
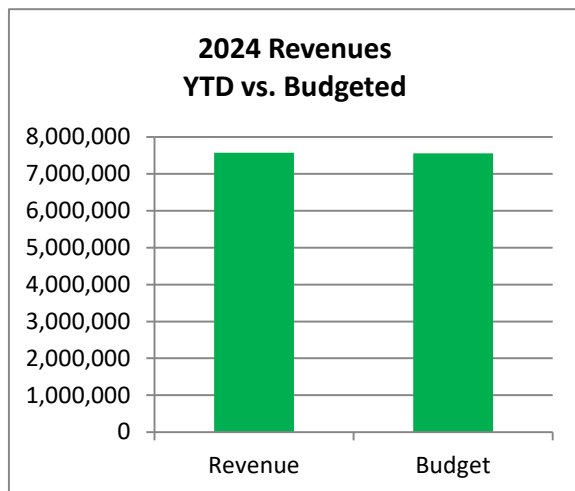
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Street and Alley Fund			
Beginning Fund Balance	20,684,152	20,684,152	
<u>Revenues:</u>			
Taxes & Fees	4,427,895	5,080,000	87.2%
Intergovernmental	337,047	115,000	293.1%
Charges for Services	720,005	985,000	73.1%
Capital Investment Fees	1,818,079	1,276,375	142.4%
Earnings on Investment	272,378	100,000	272.4%
Miscellaneous Revenues	100	1,000	10.0%
Transfers In	-	-	
Total Operating Revenues	<u>7,575,503</u>	<u>7,557,375</u>	100.2%
<u>Expenditures:</u>			
Operations & Maintenance	2,721,201	5,501,250	49.5%
Capital	<u>530,215</u>	<u>6,384,000</u>	8.3%
Total Expenditures	<u>3,251,416</u>	<u>11,885,250</u>	27.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>4,324,087</u>	<u>(4,327,875)</u>	
Ending Fund Balance*	<u>25,008,239</u>	<u>16,356,277</u>	

* - Unaudited

67% of the fiscal year has elapsed

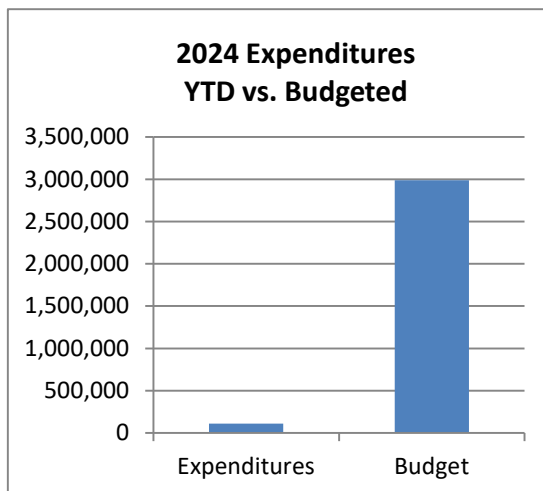
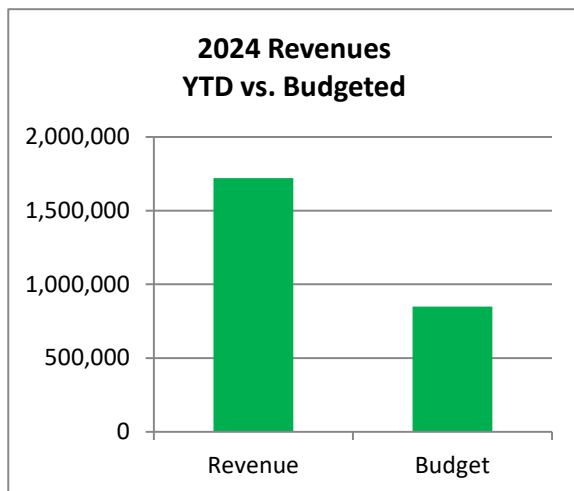


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	11,086,613	11,086,613	
<u>Revenues:</u>			
Taxes and Fees	1,312,372	800,000	164.0%
Miscellaneous Revenue	-	-	
Interest	409,733	100,000	409.7%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	1,722,105	850,000	202.6%
<u>Expenditures:</u>			
Capital Outlay	108,427	2,988,500	3.6%
<i>Transfers Out</i>	-	-	
Total Expenditures	108,427	2,988,500	3.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,613,678	(2,138,500)	
Ending Fund Balance*	12,700,291	8,948,113	

* - Unaudited of the fiscal year has elapsed

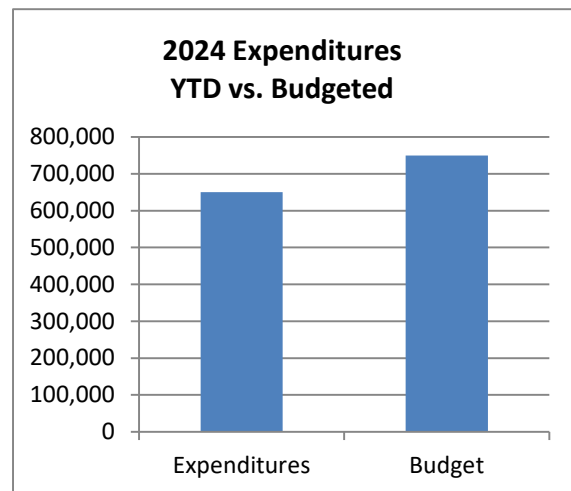
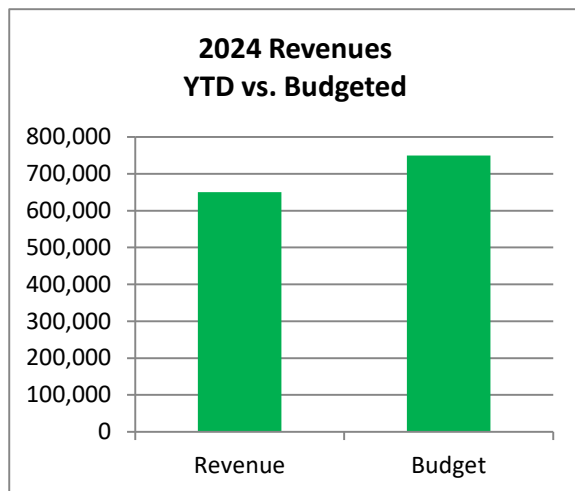


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Tax Allocation Fund			
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	650,061	750,000	86.7%
Earnings on Investment	-	-	
Total Operating Revenues	650,061	750,000	86.7%
<u>Expenditures:</u>			
Miscellaneous	650,061	750,000	86.7%
Total Expenditures	650,061	750,000	86.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	41,435	41,435	

* - *Unaudited* of the fiscal year has elapsed



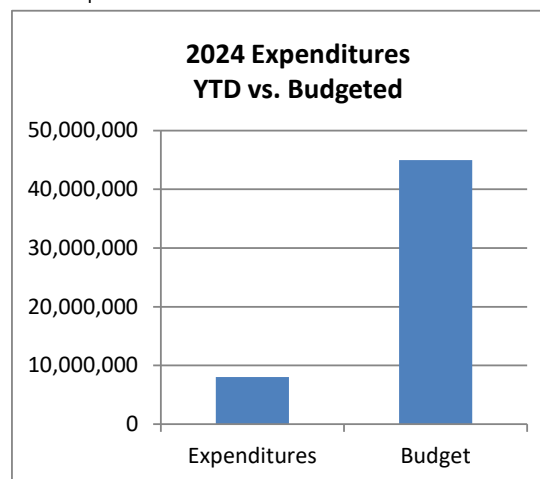
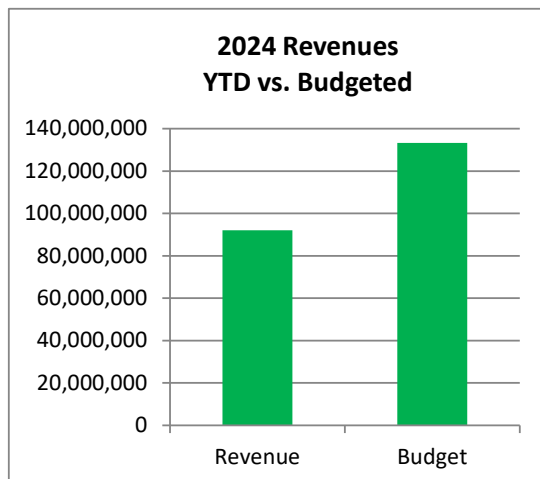
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending August 31, 2024
Unaudited

Item #5.

Water Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,450,653	23,450,653	
<u>Revenues:</u>			
Charges for Services	5,341,466	5,935,000	90.0%
Total Operating Revenues	5,341,466	5,935,000	90.0%
<u>Expenses:</u>			
Administration	194,383	304,100	63.9%
Operations	2,975,476	6,185,450	48.1%
Capital Outlay	4,284,380	37,477,500	11.4%
Depreciation	553,653	994,200	55.7%
Transfers Out	-	-	
Total Operating Expenses	8,007,892	44,961,250	17.8%
Operating Income (Loss)	(2,666,426)	(39,026,250)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	2,787,300	1,397,933	199.4%
Capital Investment Fees	2,748,459	1,100,925	249.6%
Misc. Revenues	8,588,857	52,536,000	16.3%
Interest	612,103	250,000	244.8%
Debt Proceeds	72,000,000	72,000,000	100.0%
Total Non-Operating Revenues (Expenses)	86,736,718	127,284,858	68.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	84,070,292	88,258,608	
Ending Cash Balance*	107,520,945	\$ 111,709,261	

* - Unaudited

67% of the fiscal year has elapsed



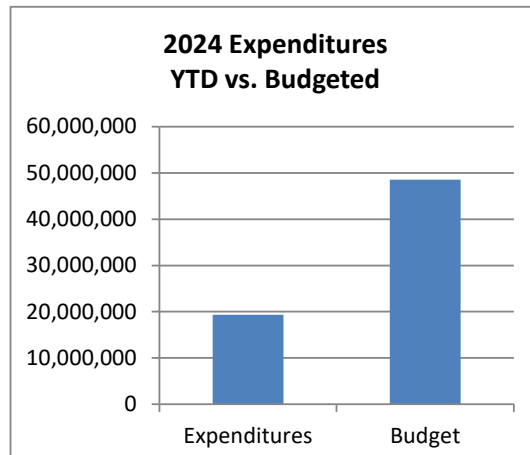
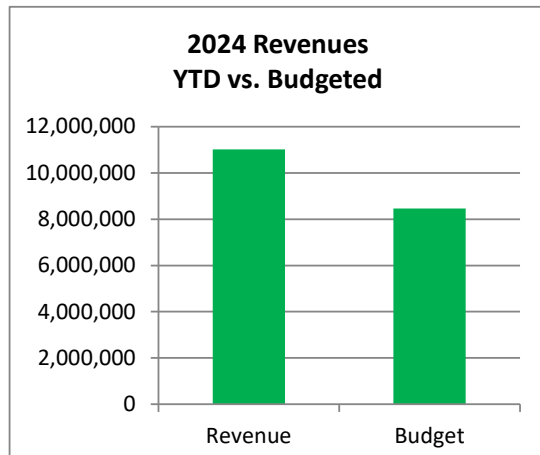
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance*	66,814,600	66,814,600	
<u>Revenues:</u>			
Charges for Services	2,768,950	3,795,000	73.0%
Total Operating Revenues	2,768,950	3,795,000	73.0%
<u>Expenses:</u>			
Administration	182,816	292,100	62.6%
Operations	1,381,013	2,626,440	52.6%
Capital Outlay	15,908,615	41,722,500	38.1%
Depreciation	877,571	1,125,300	78.0%
Debt Service	956,325	2,767,650	34.6%
	-	-	
Total Operating Expenses	19,306,339	48,533,990	39.8%
Operating Income (Loss)	(16,537,390)	(44,738,990)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	5,936,321	4,138,775	143.4%
Misc. Revenues	7,857	25,000	31.4%
Interest	2,303,221	500,000	460.6%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	8,247,400	4,663,775	176.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(8,289,990)	(40,075,215)	
Ending Cash Balance*	58,524,610	26,739,385	

* - Unaudited

67% of the fiscal year has elapsed



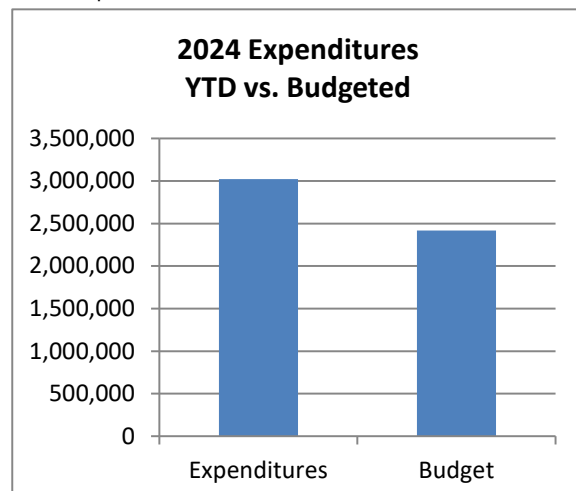
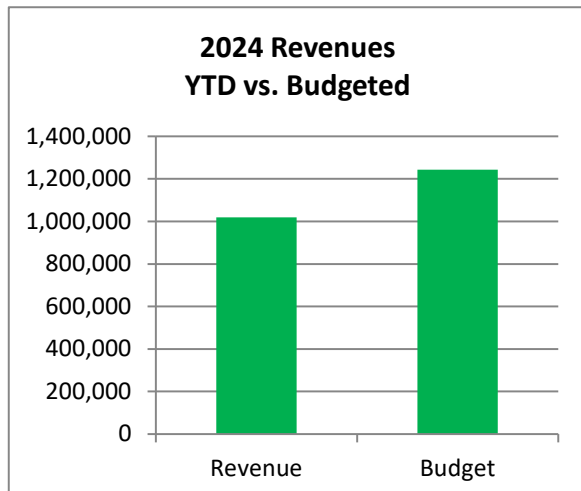
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending August 31, 2024
Unaudited

Item #5.

Drainage Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,384,176	4,384,176	
<u>Revenues:</u>			
Charges for Services	380,359	525,000	72.4%
Total Operating Revenues	380,359	525,000	72.4%
<u>Expenses:</u>			
Administration	97,833	164,390	59.5%
Operations	180,185	1,213,100	14.9%
Capital Improvements	2,745,782	1,038,400	264.4%
Transfer Out	-	-	
Total Operating Expenses	3,023,800	2,415,890	125.2%
Operating Income (Loss)	(2,643,441)	(1,890,890)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	560,547	220,000	254.8%
Misc. Revenues	-	457,560	0.0%
Interest	77,927	40,000	194.8%
Total Non-Operating Revenues (Expenses)	638,473	717,560	89.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(2,004,968)	(1,173,330)	
Ending Cash Balance*	2,379,208	3,210,846	

* - Unaudited

67% of the fiscal year has elapsed



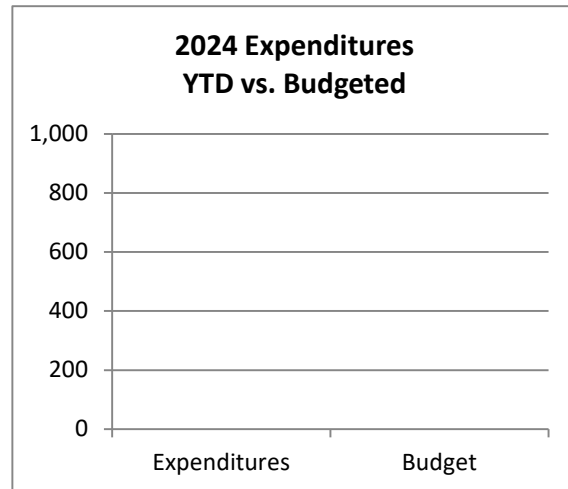
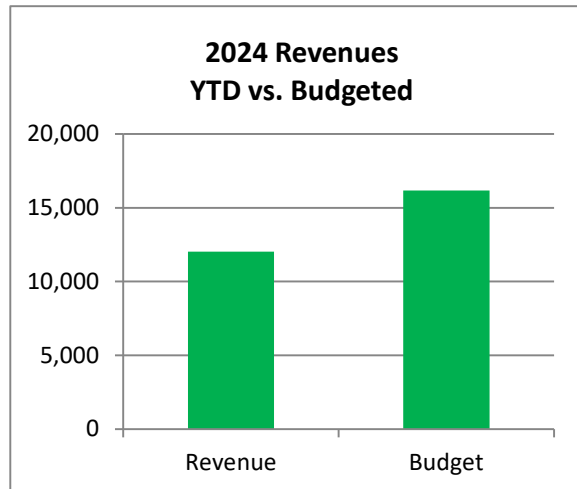
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Cemetery Perpetual Fund			
Beginning Fund Balance*	186,210	186,210	
<u>Revenues:</u>			
Miscellaneous Revenue	7,473	12,560	59.5%
Earnings on Investment	4,557	3,600	126.6%
Total Operating Revenues	12,029	16,160	74.4%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	12,029	16,160	
Ending Fund Balance*	198,239	202,370	

* - Unaudited

67% of the fiscal year has elapsed



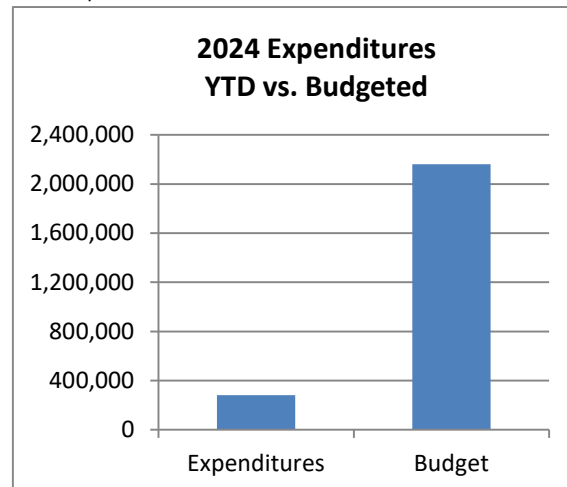
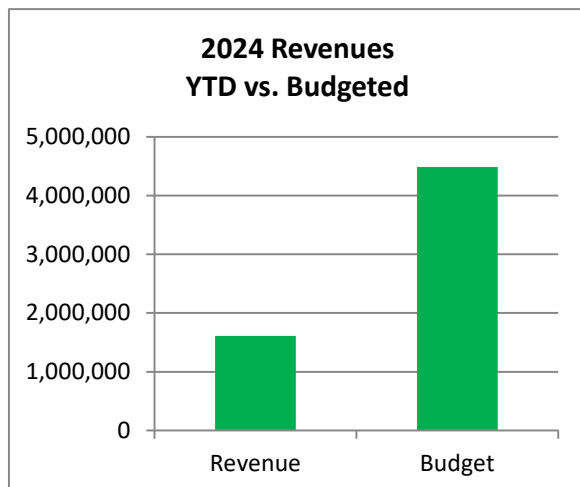
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending August 31, 2024
Unaudited

Item #5.

Library Fund	2024 Actuals August	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,610,421	10,610,421	
<u>Revenues:</u>			
Intergovernmental	175,802	1,292,842	13.6%
Miscellaneous Revenue	1,235	13,500	9.1%
Capital Investment Fees	654,594	373,950	175.0%
Interest	167,587	500,000	33.5%
<i>Transfers In</i>	610,675	2,304,387	26.5%
Total Operating Revenues	1,609,893	4,484,679	35.9%
<u>Expenditures:</u>			
Operations	281,148	2,161,500	13.0%
Capital Outlay	-	-	
Total Expenditures	281,148	2,161,500	13.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,328,745	2,323,179	
Ending Fund Balance*	11,939,166	12,933,600	

* - Unaudited

67% of the fiscal year has elapsed



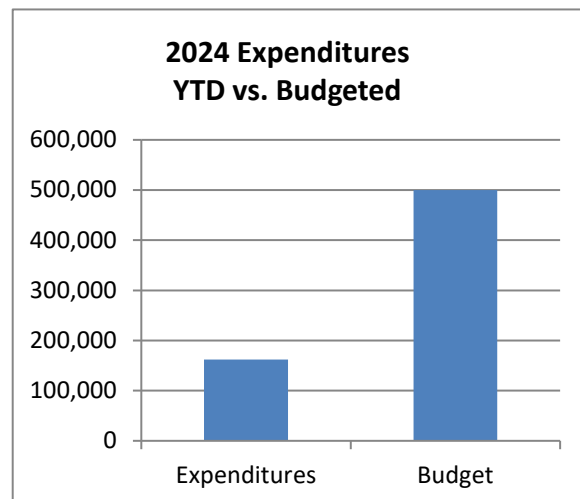
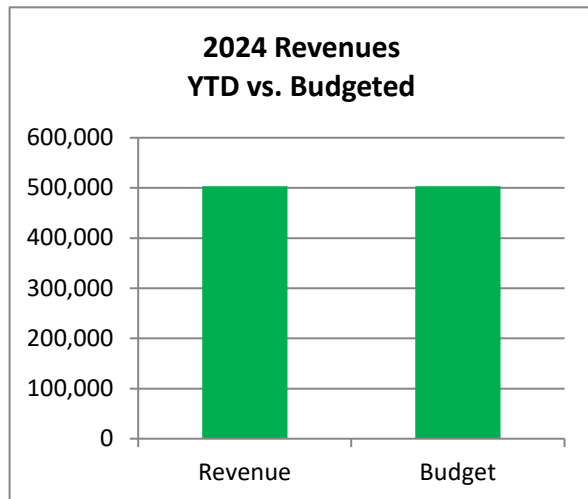
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending August 31, 2024
Unaudited

Item #5.

	2024 Actuals August	2024 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance*	23,587	23,587	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	503,000	503,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	503,000	503,000	
<u>Expenditures:</u>			
Operations & Maintenance	162,220	500,000	32.4%
Capital Outlay	-	-	
Total Expenditures	162,220	500,000	32.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	340,780	3,000	
Ending Fund Balance*	364,367	26,587	

* - Unaudited

67% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #6.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 16, 2024

SUBJECT: Public Hearing – Welty Ridge Filing No. 2 – Case No. SUB23-0010

ACTION PROPOSED:

1. Consideration of Resolution No. 2024-42 Approving the Final Subdivision Plat and Final Development Plan for Welty Ridge Filing No. 2
2. Consideration of a Subdivision Development and Improvement Agreement for Welty Ridge Filing No. 2

ATTACHMENTS:

1. Resolution No. 2024-42
2. Vicinity Map
3. Final Plat
4. Final Development Plan
5. Welty Ridge Outline Development Plan
6. Staff Presentation
7. Applicant Presentation
8. Subdivision Development and Improvement Agreement

ZONING: PUD – Welty Ridge Outline Development Plan

PRESENTED BY: Jeremy Gleim, AICP, Planning and Development Director

EXECUTIVE DESCRIPTION

The Developer, Platte Land & Water, LLC, is requesting approval of a Final Subdivision Plat encompassing approximately 106.7 acres. The subdivision will create eight (8) buildable lots, dedicate right-of-way within internal roadways, establish open space and drainage facilities, and create two (2) large tracts for future development.

The Community that Cares

LOCATION

The project site is located on the west side of Interstate 25 (I-25) and south of Highway 60, immediately south of the Buc-ee's travel center.

HISTORY

The subject property was annexed into Johnstown as part of the Veeman Annexation. It was annexed into the Town by way of Ordinance #2008-800, effective June 12, 2008. Upon annexation, the property was zoned PUD-MU pursuant to Ordinance #2008-801. This property was rezoned in 2021 and is subject to the zoning and associated land uses as outlined in the Welty Ridge Outline Development Plan (Ordinance #2021-211).

Welty Ridge Filing No. 1 (Filing No. 1) comprised the lands which are the subject of the current request, along with additional land that has since been developed. The primary purpose of Filing No. 1 was to create the legal lot for the development of the Buc-ee's travel center.

ZONING & LAND USE

Zoning for the property regulated by the Welty Ridge Outline Development Plan (ODP). As written in the ODP, the intent is to provide overlay zoning to the 140+ acre Welty Ridge property. Welty Ridge is envisioned as a mixed-use development which includes planning areas designated for residential, retail, commercial, light industrial, and office uses. The ODP will guide the overall character of Welty Ridge to ensure the quality and cohesiveness desired in this emerging part of Northern Colorado.

ADJACENT ZONING & LAND USE	
NORTH	I-1 (Gateway) and Welty Ridge ODP (Buc-ee's)
EAST	Interstate 25
SOUTH	Weld County A – Agriculture and GWRR spur
WEST	Weld County A - Agriculture

PROJECT DESCRIPTION & ANALYSIS

The Developer, Platte Land and Water, LLC, is requesting a combined Preliminary/Final Subdivision Plat for 106.7 acres. Approval of this plat would create eight (8) buildable lots ranging in size from 0.74 to 26 acres, as well as two (2) tracts. Tract A, the larger of the two tracts (35.9 acres), will be subdivided in the future with a subsequent subdivision application. Tract B (7.9 acres), located in the southeast portion of the property, is dedicated open space and will include a detention pond that will be maintained by the Metro District.

In addition to the lots and tracts being created with Filing No. 2, there will also be 9.2 acres of public right-of-way dedicated with this plat. This will establish the primary circulation network throughout the project site. The final plat depicts the vacation of certain existing right-of-way for the southern extension of Commerce Drive. This segment of roadway is currently in use as an access point for the Buc-ee's travel center, so it shall remain open and functional until the new

roadway shown on this plat is constructed and accepted. In addition, right-of-way must be vacated by ordinance and cannot be executed simply through the review and approval of a plat.

FINAL DEVELOPMENT PLAN

As described in the Final Development Plan (FDP), this subdivision is designed to meet the intent of the Welty Ridge Outline Development Plan (ODP) and follow any additional requirements from the Town municipal code that are not specified in the ODP. This FDP highlights the planning areas, circulation, and streetscape landscaping for the Welty Ridge subdivision.

Right-of-way landscaping includes full spectrum design, from ground cover to tree selections. The applicant in proposing both irrigated and non-irrigated native seed mixes, along with sod in limited, high visibility areas. Landscaping for the new roundabout is also included in the design plans; said roundabout will be located just west of Commerce Drive. As individual projects develop within the subdivision, they will be required to submit project specific landscaping.

Planning Areas

The proposed subdivision is broken into five (5) planning areas (PA-1 – PA-5). The table below provides a summary of the planning areas and the development phases they are synonymous with.

Planning Area	Size	Zoning	Development Phase
PA-1	20.7 AC	MU-2	1, 2, and 3
PA-2	35.3 AC	MU-1	Buc-ee's
PA-3	11.3 AC	MU-2	2
PA-4	42.6 AC	R-M	4
PA-5	34.5 AC	EMP	2 and 4

The ODP specifies the uses that are permitted in each zoning district. There are also provisions for roadway design, trails and open space plans, grading, and project specific development standards. A brief overview of the vision for each zoning designation is listed below:

- MU-1: Predominantly large commercial and/or light industrial focus. This zone allows for light industrial and warehousing uses along with commercial and multi-family uses.
- MU-2: Predominantly a neighborhood commercial / residential focus. This zone primarily allows for commercial uses along with high density residential.
- R-M: The intent is to allow for single family detached homes and single family attached homes.
- EMP: The intent is to provide areas that will serve as an employment center or office park that can accommodate but not limited to corporate campus, research and development, light industrial, office/flex, retail, commercial, warehouse and distribution.

End users have not been identified for any of the lots and Staff is not currently reviewing any projects for this development site. Utility infrastructure will be extended to the site to provide adequate services for future development. Details specific to the infrastructure demands are memorialized in the Subdivision Development and Improvement Agreement (DA). The FDP is consistent with the approved ODP.

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT

A Subdivision Development and Improvement Agreement (DA) was prepared in conjunction with this proposed final plat. The purpose of the DA is to establish conditions of approval, set forth expectations, and memorialize certain unique obligations for this development. Staff coordinated with the applicant on the preparation of the DA and the applicant has agreed to all the terms and conditions therein. The DA, in its entirety, accompanies this Staff report as Attachment No. 8.

WATER & SERVICE SEWER AGREEMENT

The Town and Developer shall enter into a Water and Sewer Service Agreement (WSSA) 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. Prior to the issuance of any construction permits for the Development, a WSSA shall be approved by the Town Council and 5.13 acre-feet of raw water shall be dedicated to the Town. This amount of water will satisfy the irrigation demands associated with right-of-way landscaping for the project.

PUBLIC NOTICE

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, September 5, 2024. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the subject property. This notice included a vicinity map and the proposed subdivision map.

PLANNING AND ZONING COMMISSION

A public hearing for this project was held before the Planning and Zoning Commission on February 14, 2024. Staff presented the project to the Commission and the applicant followed with a presentation of their own. A member of the public asked about the traffic impacts associated with the proposed project. The applicant responded to the question during the meeting; however, additional information will be provided here for clarity.

Pursuant to the traffic study that was prepared for this project, based on an intensive conceptual land use plan that included mixed commercial facilities (bank, fast food, coffee, service station, car wash, restaurant, and retail), light industrial uses (warehousing), and both single-family and multi-family residential, a total of 13,174 daily weekday trips were projected at project buildout. For comparison, the traffic study that was prepared for the Buc-ee's travel center projected an average daily total of 23,084 weekday trips. The roadway infrastructure that was planned and developed in conjunction with Buc-ee's was sized to accommodate the incremental increases in traffic associated with the subject proposal. In addition to what has already been developed, subsequent improvements will be required on Weld County Road 48, including an additional roundabout west of Commerce Drive.

No additional questions were asked from the public. After due consideration of the staff report, public testimony, and discussion amongst the commissioners, a motion was made to recommend approval of the project. The motion was approved unanimously by the Commission.

STRATEGIC PLAN ALIGNMENT

- Natural & Built Environments
 - *Expect and encourage community-centered design.*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities.*

FINDINGS

1. The proposed subdivision complies with the previously approved Welty Ridge Outline Development Plan.
2. The proposed subdivision is consistent with the goals and policies of the 2021 Johnstown Area Comprehensive Plan.
3. The proposed subdivision is consistent with the goals and policies of the Town of Johnstown Strategic Plan.

LEGAL ADVICE:

The Town Attorney reviewed all documents and prepared the Resolution and Subdivision Development and Improvement Agreement for the project.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: There are two recommended actions associated with this project. The first is to approve Resolution No. 2024-42, Approving the Final Subdivision Plat and Final Development Plan for Welty Ridge Filing No. 2 – Case No. SUB23-0010. The second is to approve the Subdivision Development and Improvement Agreement for Welty Ridge Filing No. 2. Each action should be considered and voted on separately.

SUGGESTED MOTIONS:

FINAL PLAT – WELTY RIDGE FILING NO. 2

For Approval: I move to approve Resolution No. 2024-42, Approving the Final Development Plan and Final Plat for Welty Ridge Filing No. 2.

For Denial: I move to deny Resolution No. 2024-42.

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT – WELTY
RIDGE FILING NO. 2**

For Approval: I move to Approve the Subdivision Development and Improvement Agreement for Welty Ridge Filing No. 2.

For Denial: I move to deny the Subdivision Development and Improvement Agreement for Welty Ridge Filing No. 2.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-42**

APPROVING THE FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR WELTY RIDGE SUBDIVISION FILING NO. 2, BEING A REPLAT OF TRACT A OF WELTY RIDGE SUBDIVISION - FILING NO. 1, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 106.698 ACRES

WHEREAS, the Town of Johnstown, Colorado (the “Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

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

WHEREAS Platte Land & Water, LLC, a Delaware limited liability company, submitted an application to the Town for approval of a Final Plat and Final Development Plan for Welty Ridge Subdivision Filing No. 2, being a Replat of Tract A of Welty Ridge Subdivision - Filing No. 1, situated in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 106.698 acres; and

WHEREAS, on February 14, 2024, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Final Plat; and

WHEREAS, on September 16, 2024, the Town Council held a public hearing concerning approval of the Final Plat and Final Development Plan for the Welty Ridge Subdivision Filing No. 2 and, after reviewing the file and conducting such hearing, found that the Final Plat and Final Development Plan for the Welty Ridge Subdivision Filing No. 2 are substantially consistent with the approved Outline Development Plan for Welty Ridge and the Town’s Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Final Plat and Final Development Plan for the Welty Ridge Subdivision Filing No. 2, with a condition.

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

Section 1. Final Plat Approval: The Final Plat for Welty Ridge Subdivision Filing No. 2, being a Replat of Tract A of Welty Ridge Subdivision - Filing No. 1, situated in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 106.698 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved subject to the following condition:

1. The Final Plat for Welty Ridge Subdivision Filing No. 2, in the form presented at the public hearing on September 16, 2024, shall be revised to omit the vacation of Commerce Drive.

Section 2. Final Development Plan Approval: The Final Development Plan for the Welty Ridge Subdivision Filing No. 2, attached hereto and incorporated herein by reference as Exhibit B, is hereby approved.

Section 3 Recording: Upon submission of the revised Final Plat for Welty Ridge Subdivision Filing No. 2 as required herein and approval of the revised form by Town staff, the Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for the Welty Ridge Subdivision Filing No. 2 and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

WELTY RIDGE SUBDIVISION - FILING NO. 2

State Highway 60

County Road 14

County Rd 7

County Road 48

State Highway 60

County Rd 9

County Road 46

SITE

1-25

NORTH

REVISIONS:	DATE:

SHEET 1 OF 7

APPLICANT: LAND ASSET STRATEGIES, LLC
ATTN: DON GUERRA
619 12TH STREET #31
GOLDEN, CO 80402
PHONE: (303) 905-3496

ENGINEER: JR ENGINEERING, LLC
ATTN: KEVIN J. ROHRBOUGH, PE
7200 S. ALTON WAY, SUITE C400
CENTENNIAL, CO 80112
PHONE: (303) 267-6262

SURVEYOR: KING SURVEYORS
650 GARDEN DRIVE
WINDSOR, CO 80550
PHONE: (970) 686-501

ENGINEER: JR ENGINEERING, LLC
ATTN: KEVIN J. ROHRBOUGH, PE
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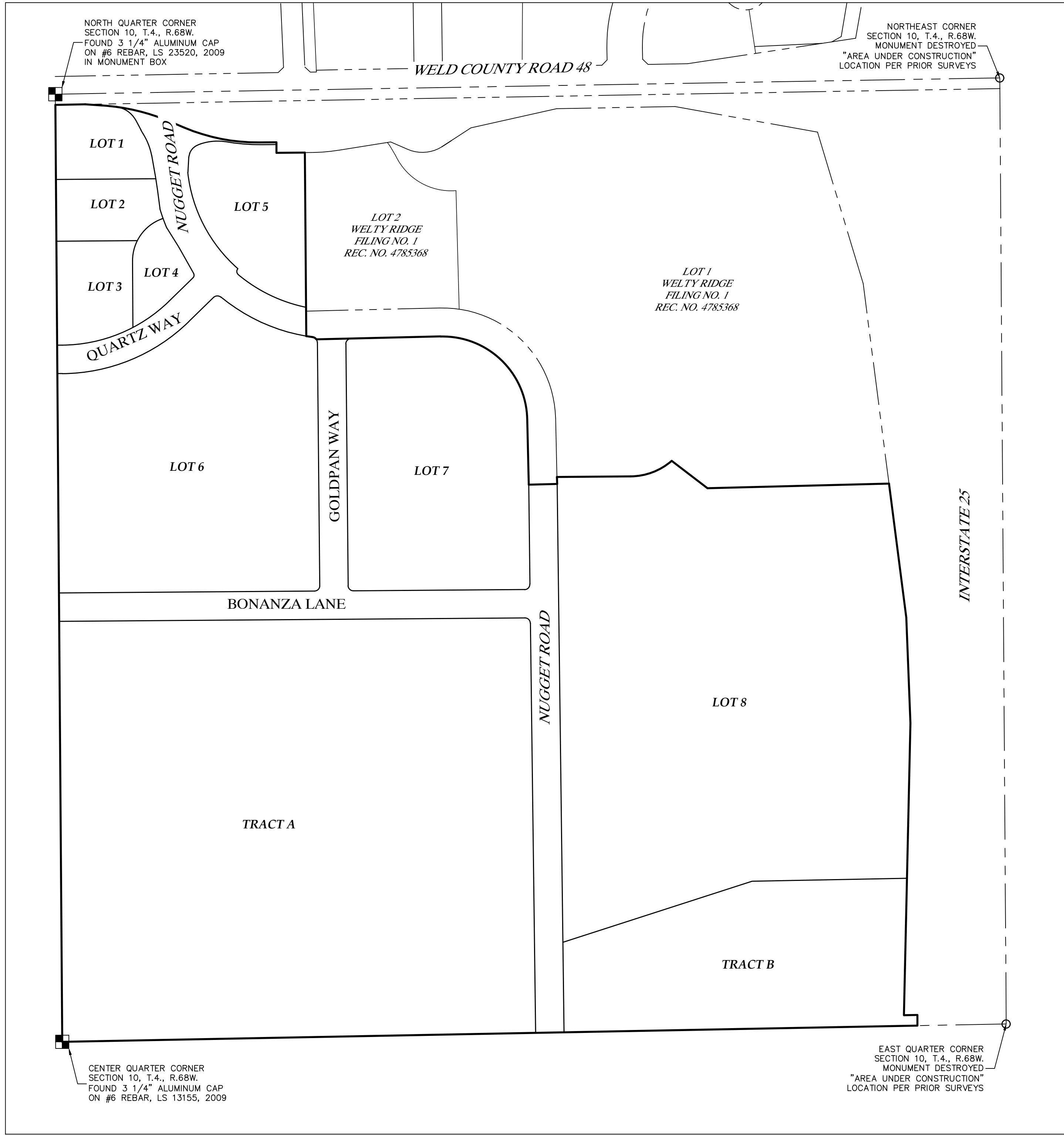
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PHONE: (970) 686-501

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650 GARDEN DRIVE
WINDSOR, CO 80550
PHONE: (970) 686-501

FINAL PLAT
WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

OVERALL LAYOUT



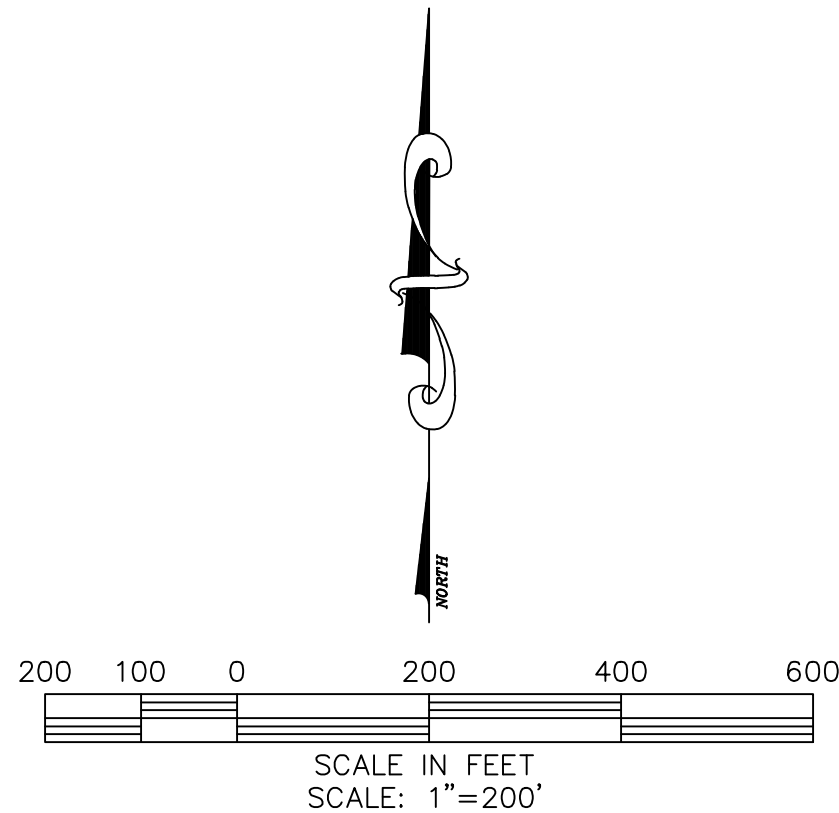
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	195.28'	585.00'	19°07'34"	194.38'	S76°41'09"E
C2	216.48'	530.00'	23°24'09"	214.98'	S78°49'26"E
C3	18.76'	515.00'	2°05'15"	18.76'	S81°17'46"E
C4	12.22'	15.00'	46°39'42"	11.88'	S59°00'32"E
C5	373.85'	238.00'	90°00'00"	336.58'	S46°21'03"E
C6	126.19'	178.50'	40°30'13"	123.57'	N69°18'14"E
C7	240.07'	650.00'	21°09'41"	238.71'	N80°24'33"W
C8	235.44'	650.00'	20°45'13"	234.16'	N80°36'47"W
C9	4.63'	650.00'	0°24'29"	4.63'	N70°01'56"W
C10	171.90'	475.00'	20°44'07"	170.96'	S80°11'45"E
C11	42.14'	585.00'	4°07'39"	42.13'	N84°11'06"W
C12	153.14'	585.00'	14°59'55"	152.70'	N74°37'19"W
C13	28.85'	67.00'	24°40'06"	28.62'	N69°47'13"W
C14	37.30'	75.00'	28°29'43"	36.92'	N43°12'19"W
C15	44.43'	475.00'	5°21'32"	44.41'	S14°08'55"W
C16	753.22'	475.00'	90°51'18"	676.75'	S33°57'30"E
C17	464.36'	475.00'	56°00'42"	446.08'	S16°32'12"E
C18	288.86'	475.00'	34°50'36"	284.43'	S61°57'51"E
C19	99.19'	475.00'	11°57'54"	99.01'	S85°22'06"E
C20	71.86'	475.00'	8°40'04"	71.79'	S83°43'11"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C21	27.33'	475.00'	3°17'50"	27.33'	S89°42'08"E
C22	436.68'	278.00'	90°00'00"	393.15'	N46°21'03"W
C23	31.28'	979.00'	1°49'51"	31.28'	N28°02'31"W
C24	11.37'	121.00'	5°23'04"	11.37'	S29°49'08"E
C25	67.33'	179.00'	21°33'05"	66.93'	N21°44'07"W
C26	11.52'	79.00'	8°21'18"	11.51'	S14°31'12"W
C27	28.89'	39.00'	42°26'12"	28.23'	S39°54'57"W
C28	37.72'	515.00'	4°11'49"	37.72'	S08°37'46"E
C29	5.72'	515.00'	0°38'12"	5.72'	S06°50'58"E
C30	32.00'	515.00'	3°33'37"	32.00'	S08°56'52"E
C31	57.18'	521.00'	6°17'16"	57.15'	S19°45'37"E
C32	28.38'	521.00'	3°07'16"	28.38'	S18°10'37"E
C33	21.94'	15.00'	83°48'13"	20.04'	S87°37'31"W
C34	267.67'	515.00'	29°46'46"	264.67'	S65°21'45"E
C35	9.20'	15.00'	35°07'35"	9.05'	N18°06'54"W
C36	23.35'	15.00'	89°12'03"	21.06'	S44°02'55"W
C37	154.14'	125.00'	70°39'03"	144.55'	S34°56'14"W
C38	95.00'	125.00'	43°32'47"	92.73'	S48°29'22"W
C39	59.13'	125.00'	27°06'15"	58.58'	S13°09'50"W
C40	363.59'	475.00'	43°51'24"	354.77'	N67°39'07"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C41	332.97'	435.00'	43°51'24"	324.90'	N67°39'07"E
C42	125.77'	435.00'	16°33'58"	125.34'	N54°00'24"E
C43	207.19'	435.00'	27°17'26"	205.24'	N75°56'06"E
C44	394.20'	515.00'	43°51'24"	384.65'	N67°39'07"E
C45	14.37'	79.00'	10°25'07"	14.35'	S66°20'37"W
C46	63.18'	149.00'	24°17'49"	62.71'	S83°42'04"W
C47	6.00'	79.00'	4°21'07"	6.00'	N81°58'28"W
C48	312.56'	423.00'	42°20'14"	305.50'	S27°28'52"E
C49	19.02'	12.00'	90°48'46"	17.09'	S04°52'07"E
C50	213.20'	435.00'	28°04'53"	211.07'	S64°18'57"E
C51	23.60'	15.00'	90°07'55"	21.24'	N44°30'51"E
C52	23.53'	15.00'	89°52'05"	21.19'	S45°29'09"E
C53	23.64'	15.00'	90°18'07"	21.27'	N44°25'45"E
C54	23.48'	15.00'	89°41'53"	21.16'	N45°34'15"W
C55	18.37'	135.00'	7°47'49"	18.36'	S66°21'51"W
C56	27.52'	20.00'	78°50'24"	25.40'	S78°06'51"E
C57	48.33'	91.00'	30°25'40"	47.76'	S15°12'50"E
C58	60.46'	111.00'	31°12'38"	59.72'	S15°36'19"E
C59	27.52'	20.00'	78°50'24"	25.40'	N00°43'33"E
C60	93.39'	135.00'	39°38'04"	91.54'	S20°19'43"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C61	15.59'	435.00'	2°03'11"	15.59'	N88°33'13"E
C62	20.04'	435.00'	2°38'21"	20.03'	N86°12'27"E
C63	30.43'	435.00'	4°00'29"	30.42'	S76°21'09"E
C64	31.58'	435.00'	4°09'33"	31.57'	S72°16'09"E
C65	151.19'	435.00'	19°54'52"	150.43'	S60°13'56"E
C66	102.96'	548.00'	10°45'54"	102.81'	S85°10'52"E
C67	61.68'	188.50'	18°44'48"	61.40'	N80°10'57"E
C68	59.91'	238.00'	14°25'18"	59.75'	N84°08'24"W
C69	59.34'	238.00'	14°17'10"	59.19'	N69°47'10"W
C70	12.74'	238.00'	3°04'02"	12.74'	N44°44'22"W
C71	63.04'	238.00'	15°10'37"	62.86'	N35°37'02"W
C72	52.87'	238.00'	12°43'41"	52.76'	N07°42'53"W
C73	82.89'	50.00'	94°58'52"	73.72'	S43°29'58"E
C74	81.17'	50.00'	93°00'38"	72.54'	N42°49'03"E
C75	74.60'	50.00'	85°28'56"	67.87'	S01°21'03"E
C76	27.91'	188.50'	8°28'58"	27.88'	N66°34'04"E
C77	23.30'	188.50'	7°04'53"	23.28'	N58°47'09"E
C78	12.18'	188.50'	3°42'09"	12.18'	N53°23'38"E
C79	57.95'	238.00'	13°57'00"	57.80'	N21°03'14"W
C80	68.00'	238.00'	16°22'12"	67.77'	N54°27'29"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C81	114.50'	423.00'	15°30'34"	114.15'	S14°04'02"E
C82	113.34'	423.00'	15°21'05"	113.00'	S29°29'52"E
C83	76.26'	423.00'	10°19'47"	76.16'	S42°20'18"E
C84	8.46'	423.00'	1°08'47"	8.46'	S48°04'35"E
C85	28.80'	521.00'	3°10'00"	28.79'	S21°19'15"E
C86	11.97'	515.00'	1°19'55"	11.97'	S30°10'18"E
C87	12.46'	9.50'	75°09'14"	11.59'	N08°08'48"E



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°00'37"E	83.99'
L2	S86°14'56"E	48.31'
L3	S67°07'21"E	45.26'
L4	N89°28'30"E	48.62'
L5	S00°25'11"E	29.71'
L6	N89°34'49"E	80.00'
L7	N88°38'57"E	80.00'
L8	N01°21'03"W	19.69'
L9	N88°54'51"E	37.80'
L10	S00°23'17"E	30.00'
L11	N10°07'12"W	60.93'
L12	S70°15'45"W	3.58'
L13	N89°34'49"E	14.42'
L14	S89°34'49"W	14.42'
L15	N89°34'49"E	14.42'
L16	S38°41'39"E	13.04'
L17	S00°00'00"E	49.02'
L18	N00°00'00"E	48.89'
L19	N38°41'39"W	14.41'
L20	N89°35'24"E	14.92'

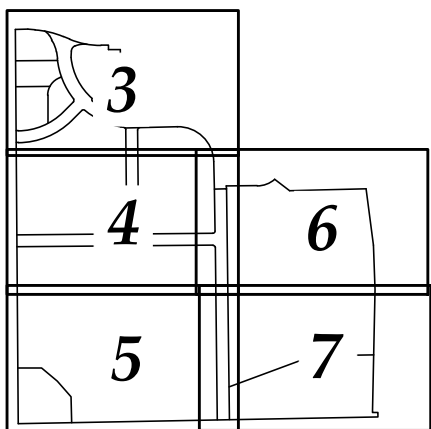
LINE TABLE		
LINE	BEARING	LENGTH
L21	N00°24'36"W	10.00'
L22	S89°35'24"W	14.92'
L23	N89°35'24"E	14.89'
L24	N00°24'36"W	10.00'
L25	S89°35'24"W	14.89'
L26	N00°24'36"W	74.41'
L27	S03°00'10"W	42.32'
L28	S89°26'47"W	42.21'
L29	N90°00'00"E	42.70'
L30	S00°00'00"E	7.88'
L31	S89°00'37"W	101.17'
L32	N90°00'00"W	51.48'
L33	S00°00'00"E	6.66'
L34	N89°34'49"E	12.50'
L35	S00°25'11"E	3.50'
L36	N89°34'49"E	22.19'
L37	S00°25'11"E	8.83'
L38	S89°34'49"W	12.50'
L39	N00°25'11"W	3.50'
L40	S89°34'49"W	22.19'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N00°25'11"W	38.95'
L42	N89°34'49"E	12.50'
L43	S00°25'11"E	3.50'
L44	N89°34'49"E	22.19'
L45	S00°25'11"E	9.30'
L46	S89°34'49"W	25.69'
L47	N89°34'49"E	24.34'
L48	N07°40'14"W	260.01'
L49	S07°40'14"E	260.12'
L50	N89°34'49"E	20.28'
L51	N07°40'14"W	160.74'
L52	S89°00'37"W	50.81'
L53	N87°29'04"E	147.43'
L54	S89°07'14"E	129.93'
L55	N89°13'29"E	198.13'
L56	S61°51'37"E	20.07'
L57	S42°47'56"E	79.96'
L58	S88°50'59"E	59.51'
L59	S87°46'46"E	19.00'
L60	N88°50'59"W	19.62'

LINE TABLE		
LINE	BEARING	LENGTH
L61	N42°47'56"W	65.48'
L62	S89°13'29"W	192.32'
L63	N89°07'14"W	130.69'
L64	S87°29'04"W	133.99'
L65	S00°25'03"E	30.00'
L66	N00°32'09"W	10.21'
L67	N00°32'09"W	60.19'
L68	N89°00'36"E	100.01'
L69	N01°15'51"E	30.02'
L70	N00°25'11"W	29.69'
L71	N89°34'49"E	10.00'
L72	S00°25'11"E	10.00'
L73	S89°59'50"W	75.61'
L74	N89°59'50"E	44.66'
L75	S89°33'21"W	25.66'
L76	S00°25'11"E	10.89'
L77	N00°25'11"W	22.80'
L78	S89°33'21"W	48.38'
L79	S30°10'33"E	131.98'
L80	S29°29'52"E	113.00'

LINE TABLE		
LINE	BEARING	LENGTH
L81	S07°14'50"E	53.55'
L82	S31°56'22"E	59.95'
L83	S29°25'49"E	77.41'

SHEET LAYOUT



DATE:
10/16/2023

FILE NAME:
20230040-SUB

SCALE:
1"=200'

DRAWN BY:
CSK

CHECKED BY:
PG

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

DATE:

REVISIONS:

WELTY RIDGE SUBDIVISION — FILING NO. 2

FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

2

SHEET 2 OF 7

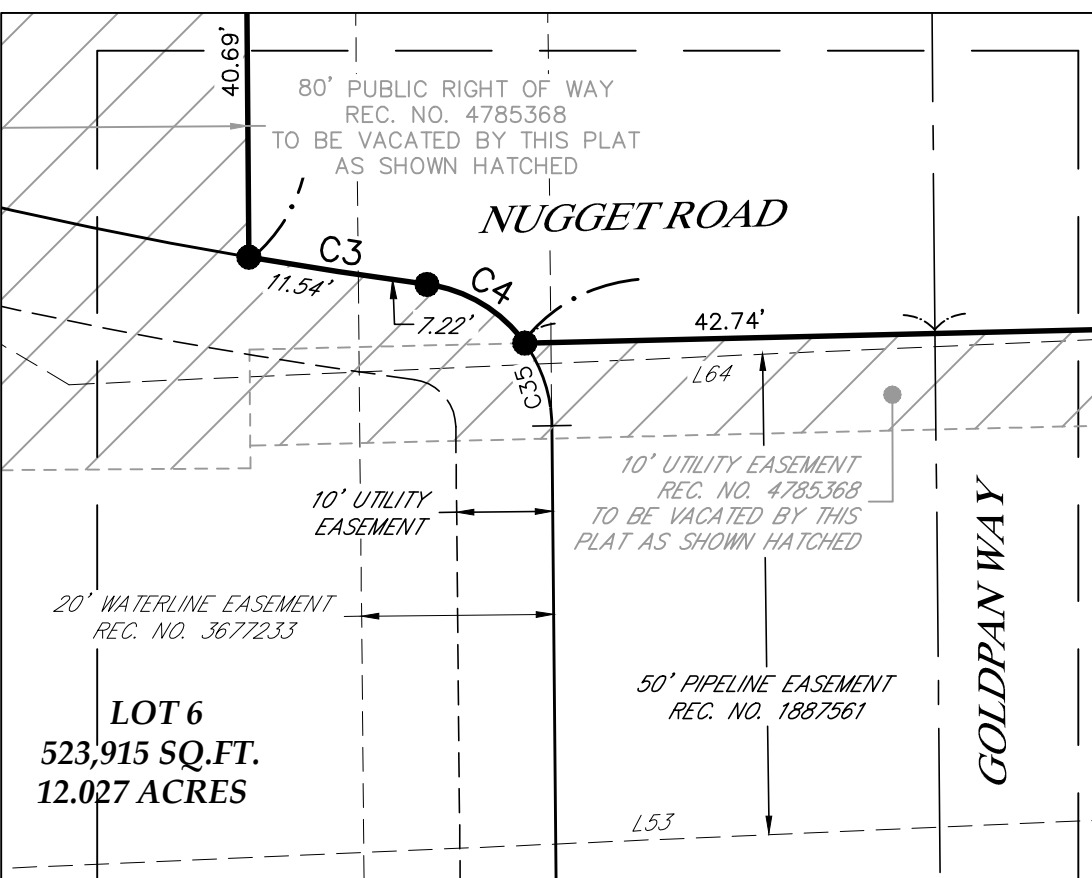
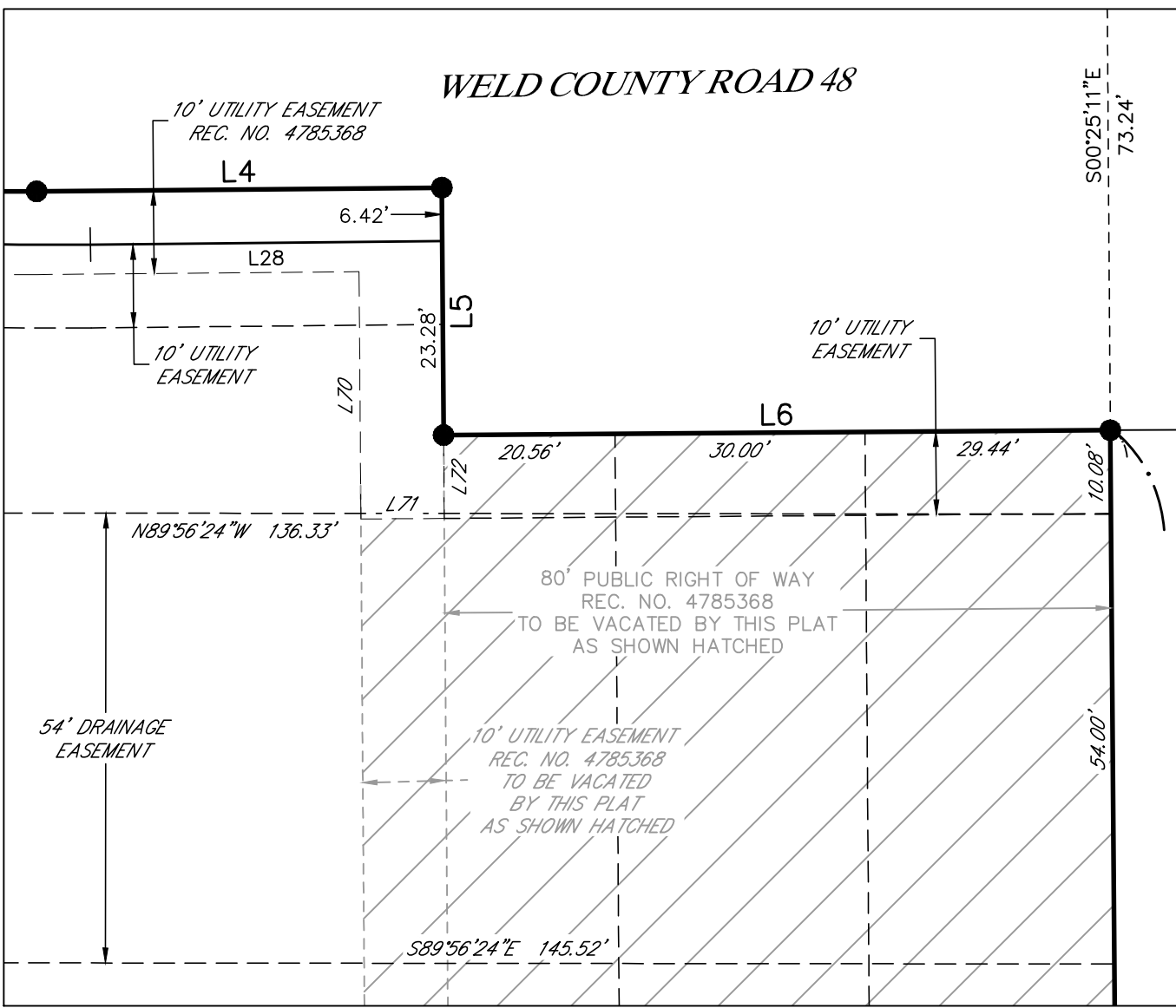
56

PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

FINAL PLAT
WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

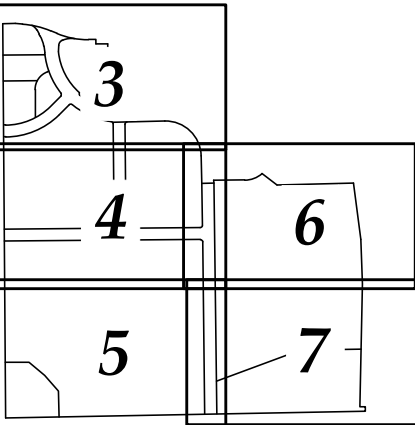


- LEGEND
- EASEMENT LINE
 - CENTERLINE
 - SECTION LINE
 - RIGHT OF WAY LINE
 - BOUNDARY LINE
 - FOUND ALIQUOT CORNER AS DESCRIBED
 - SET ALIQUOT CORNER AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
 - CALCULATED POSITION
 - OIL/GAS WELL PLUGGED & ABANDONED (PA)

PRELIMINARY

Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

SHEET LAYOUT



LOT 1
WELTY RIDGE
FILING NO. 1
REC. NO. 4785368
OWNER: BUC-EES
JOHNSTOWN LLC

LOT 7
351,819 SQ.FT.
8.077 ACRES

LOT 6
523,915 SQ.FT.
12.027 ACRES

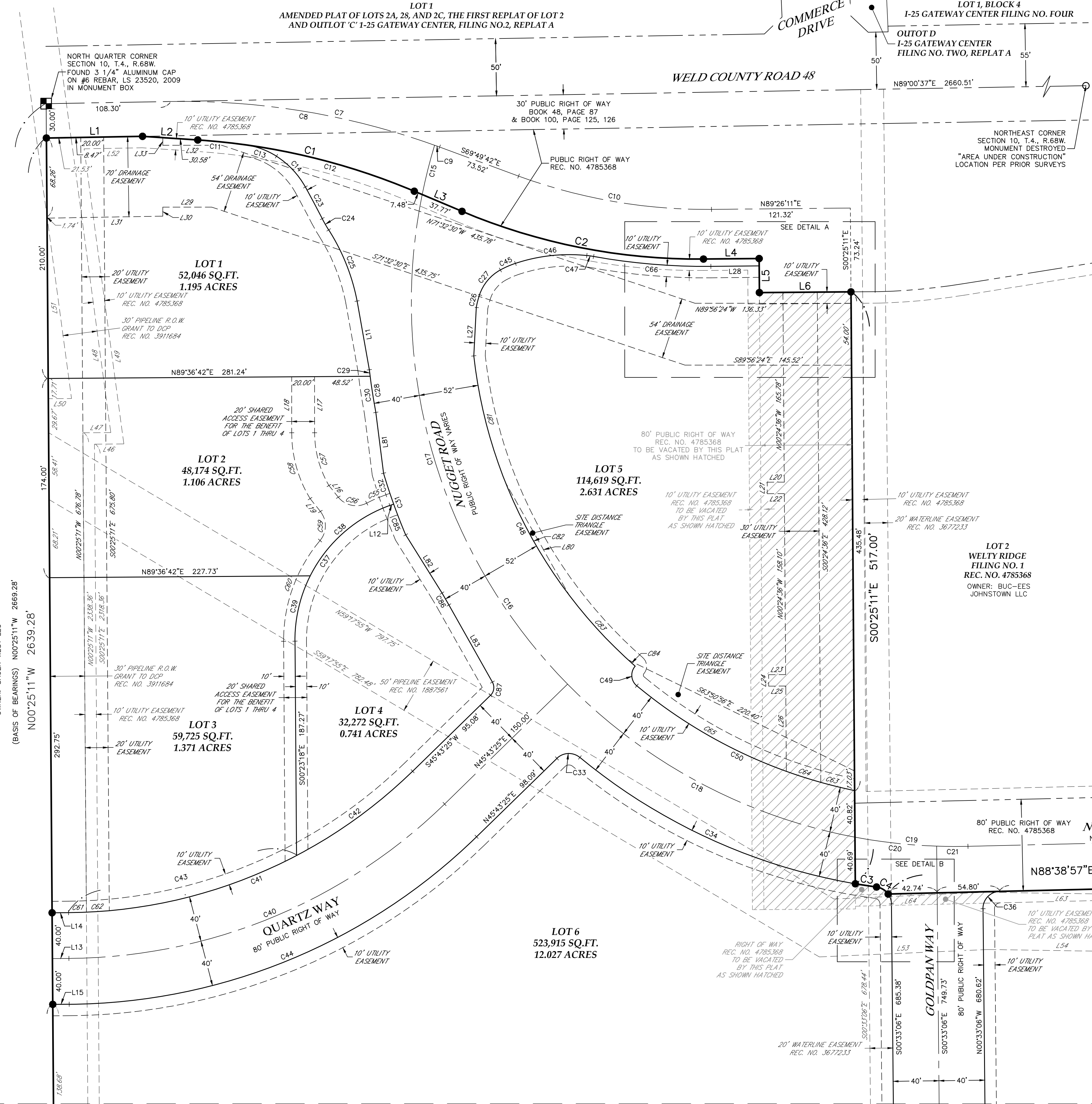
LOT 4
32,272 SQ.FT.
0.741 ACRES

LOT 3
59,725 SQ.FT.
1.371 ACRES

LOT 2
48,174 SQ.FT.
1.106 ACRES

LOT 5
114,619 SQ.FT.
2.631 ACRES

LOT 1
52,046 SQ.FT.
1.195 ACRES



SEE SHEET 4 OF 7

SEE SHEET 4 OF 7

DATE: 10/16/2023

FILE NAME: 20230040-SUB

SCALE: 1"=50'

DRAWN BY: CSK

CHECKED BY: PG

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | email: contact@KingSurveyors.com

DATE:

REVISIONS:

WELTY RIDGE SUBDIVISION - FILING NO. 2

FOR INTERSTATE LAND HOLDING, LLC

212 EAST 4TH STREET

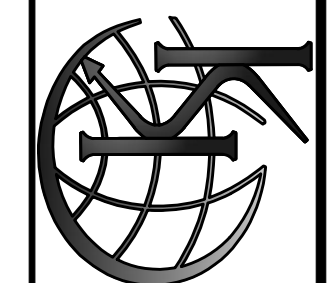
LOVELAND, CO 80537

PROJECT #:

20230040

3

SHEET 3 OF 7

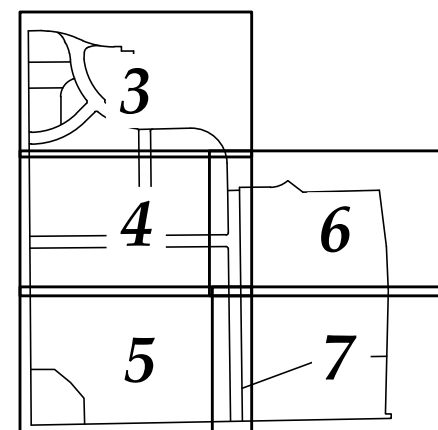


FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situat in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

SHEET LAYOUT



SEE SHEET 3 OF 7

SEE SHEET 3 OF 7

SEE SHEET 6 OF 7

SEE SHEET 6 OF 7

SEE SHEET 5 OF 7

SEE SHEET 5 OF 7

LOT 6
523,915 SQ.FT.
12.027 ACRES

LOT 6
523,915 SQ.FT.
12.027 ACRES

LOT 7
351,819 SQ.FT
8.077 ACRES

LOT 7
351,819 SQ.FT.
8.077 ACRES

LOT 8
0,506 SQ.FT.
182 ACRES

LOT 8
1,140,506 SQ.FT.
26.182 ACRES

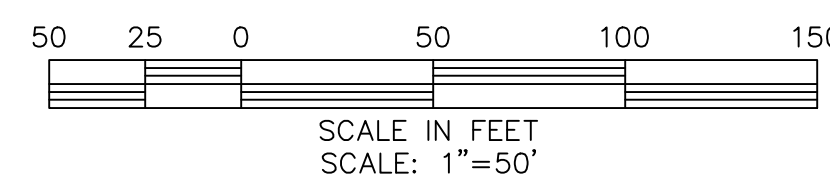
LOT 8
1,140,506 SQ.FT.
26.182 ACRES

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

LEGEND

- | | |
|---|--|
| ---- | EASEMENT LINE |
| ----- | CENTERLINE |
| ----- | SECTION LINE |
| ----- | RIGHT OF WAY LINE |
| ===== | BOUNDARY LINE |
|  | FOUND ALIQUOT CORNER
AS DESCRIBED |
|  | SET ALIQUOT CORNER
AS DESCRIBED |
|  | FOUND MONUMENT
AS DESCRIBED |
|  | SET 24" OF #4 REBAR WITH
BLUE PLASTIC CAP STAMPED
KS, LS 38209 |
|  | CALCULATED POSITION |
|  | OIL/GAS WELL
PLUGGED & ABANDONED (PA) |



UNPLATTED
OWNER: SAUER WEST LLC
(BASIS OF BEARINGS) N00°25'11"W 2669.28'

10' UTILITY EASEMENT
REC. NO. 4785368

30' PIPELINE EASEMENT
REC. NO. 3911679

30' PIPELINE EASEMENT
REC NO. 3911679

20' WATERLINE EASEMENT
REC. NO. 3677233

10' UTILIT.
EASEMEN.

10' UTILITY
EASEMENT

120'X30' TEMPORARY EASEMENT
FOR EMERGENCY TURN AROUND
REC. NO. 4785368
TO BE VACATED BY THIS PLAT
AS SHOWN HATCHED

10' UTILITY
EASEMENT

50' OIL/GAS
SETBACK

OIL/GAS WELL
#123-10119
PA - 8/8/2005

10' UTILITY EASEMENT —
SEC. NO. 1725362

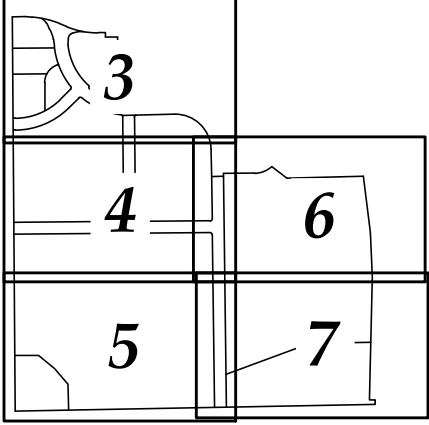
SEE SHEET 3 OF 7

SEE SHEET 6 OF 7

SEE SHEET 5 OF 7

SEE SHEET 5 OF 7

SHEET LAYOUT



SEE SHEET 4 OF 7

FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

SEE SHEET 4 OF 7

DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	
REVISIONS:	

WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

5

SHEET 5 OF 7

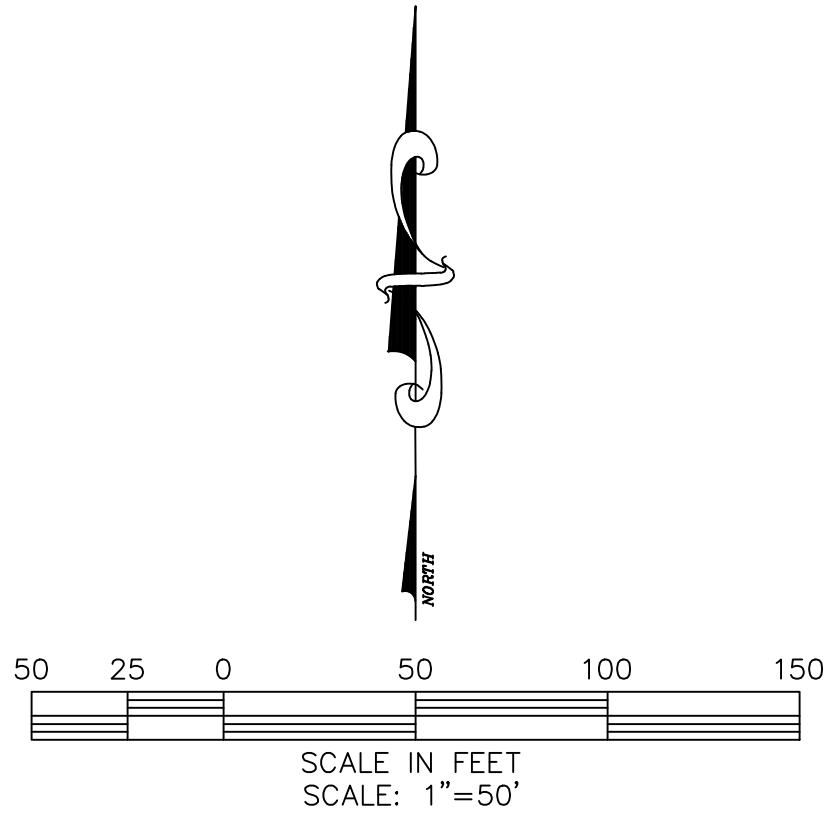
UNPLATTED
OWNER: SAUER WEST LLC
(BASIS OF BEARINGS) N00°25'11"W 2669.28'
N00°25'11"W 2639.28'

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

LOT 8
1,140,506 SQ.FT.
26.182 ACRES
LO1
1,140,506
26.182 /

TRACT B
358,409 SQ.FT.
8.228 ACRES
TRACT B
358,409 SQ.FT.
8.228 ACRES

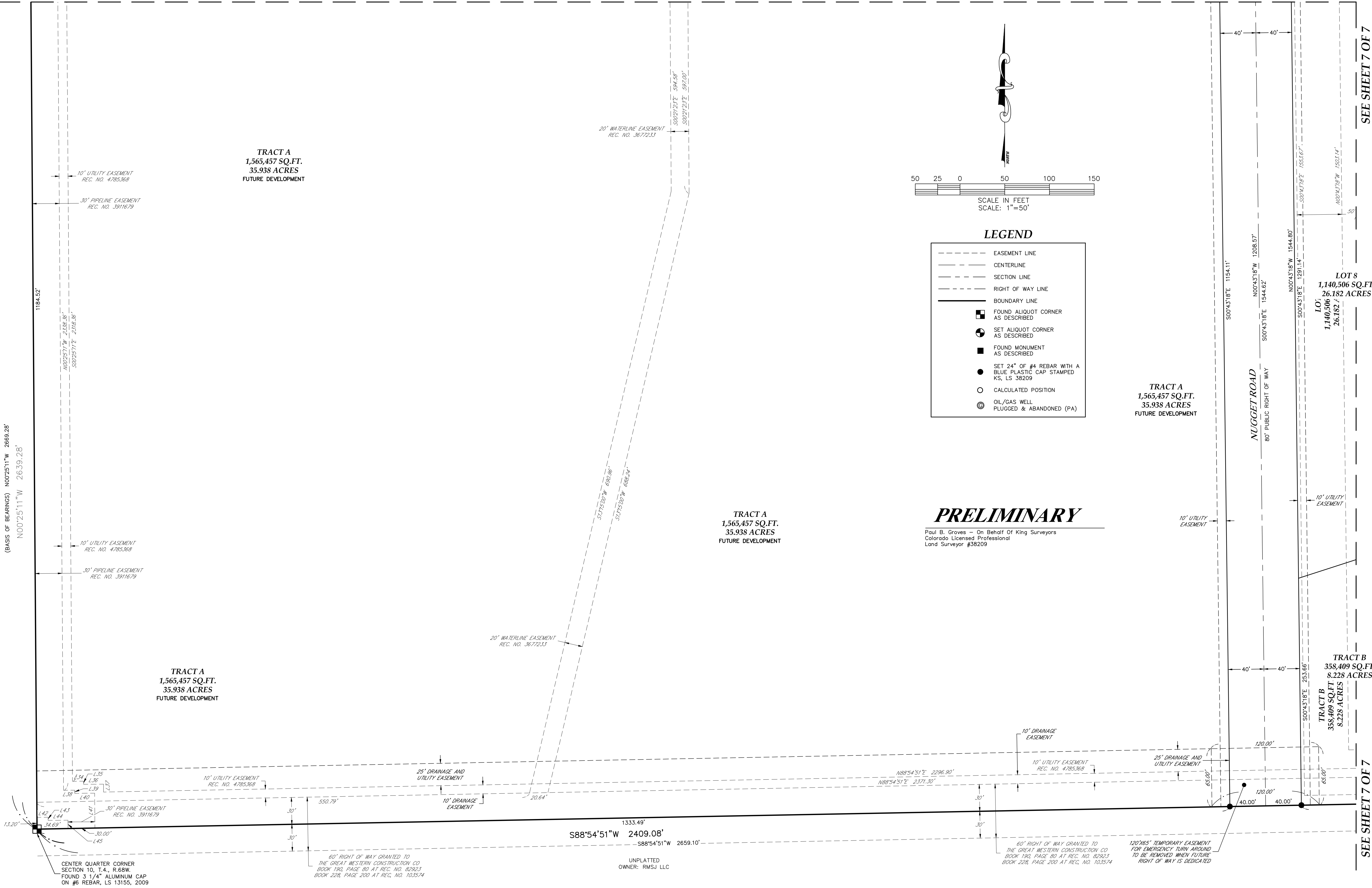


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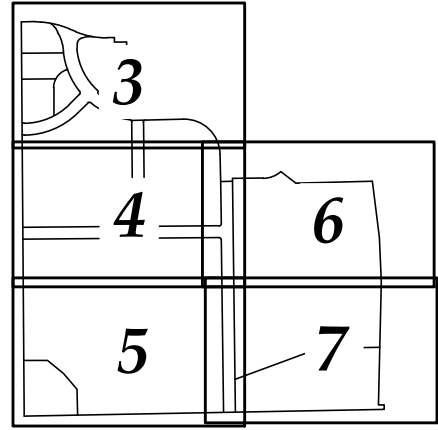
---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
●	SET ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
●	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
○	CALCULATED POSITION
⊙	OIL/GAS WELL PLUGGED & ABANDONED (PA)

PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209



SHEET LAYOUT

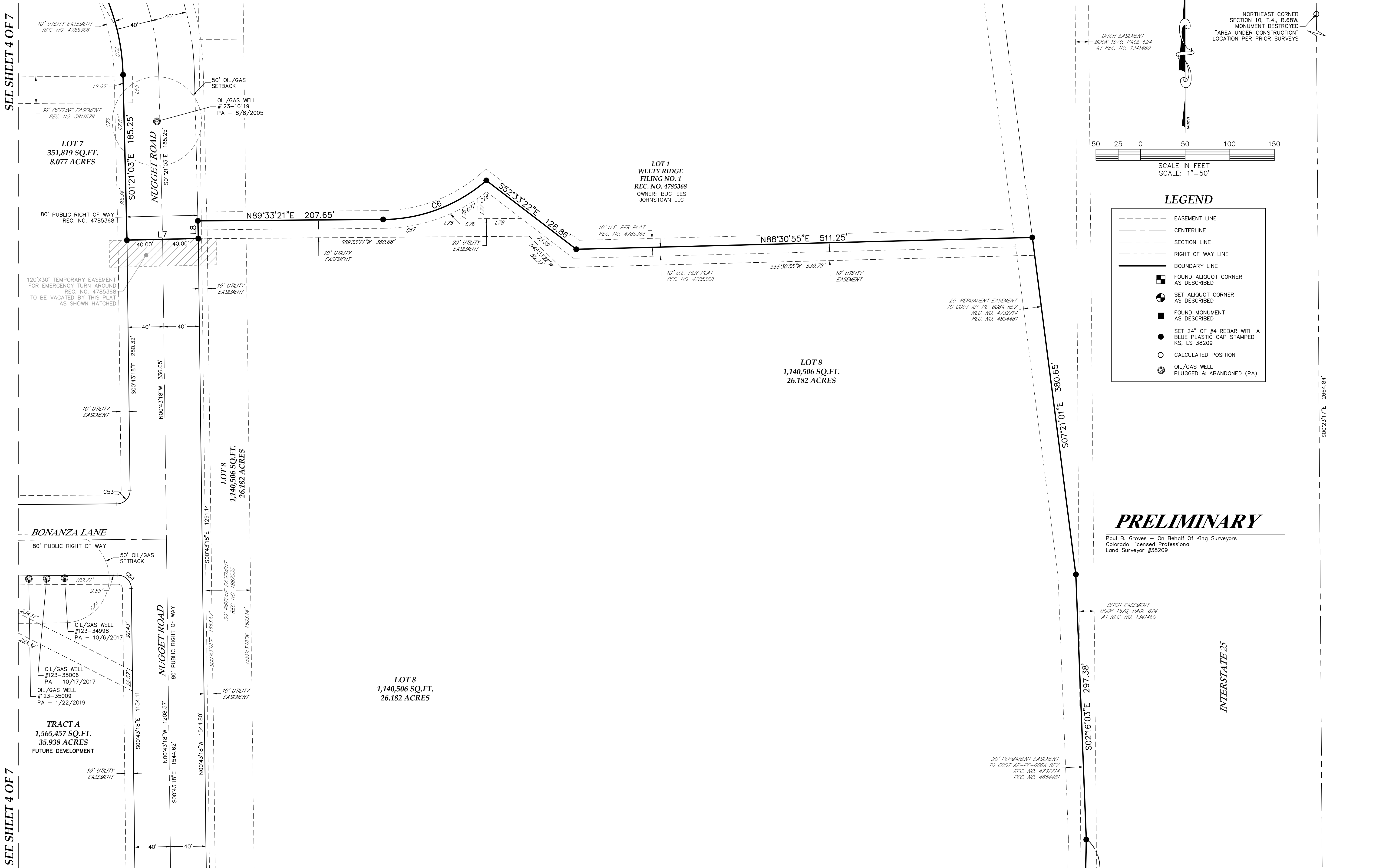


FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

SEE SHEET 4 OF 7



LEGEND

- EASEMENT LINE
- CENTERLINE
- SECTION LINE
- RIGHT OF WAY LINE
- BOUNDARY LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24\"/>

PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

SEE SHEET 4 OF 7

SEE SHEET 7 OF 7

SEE SHEET 7 OF 7

DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



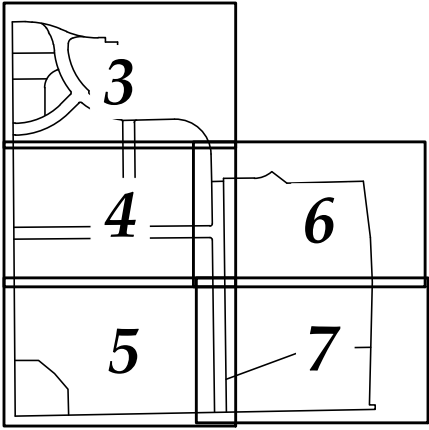
DATE:	
REVISIONS:	

WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

6

SHEET LAYOUT



FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

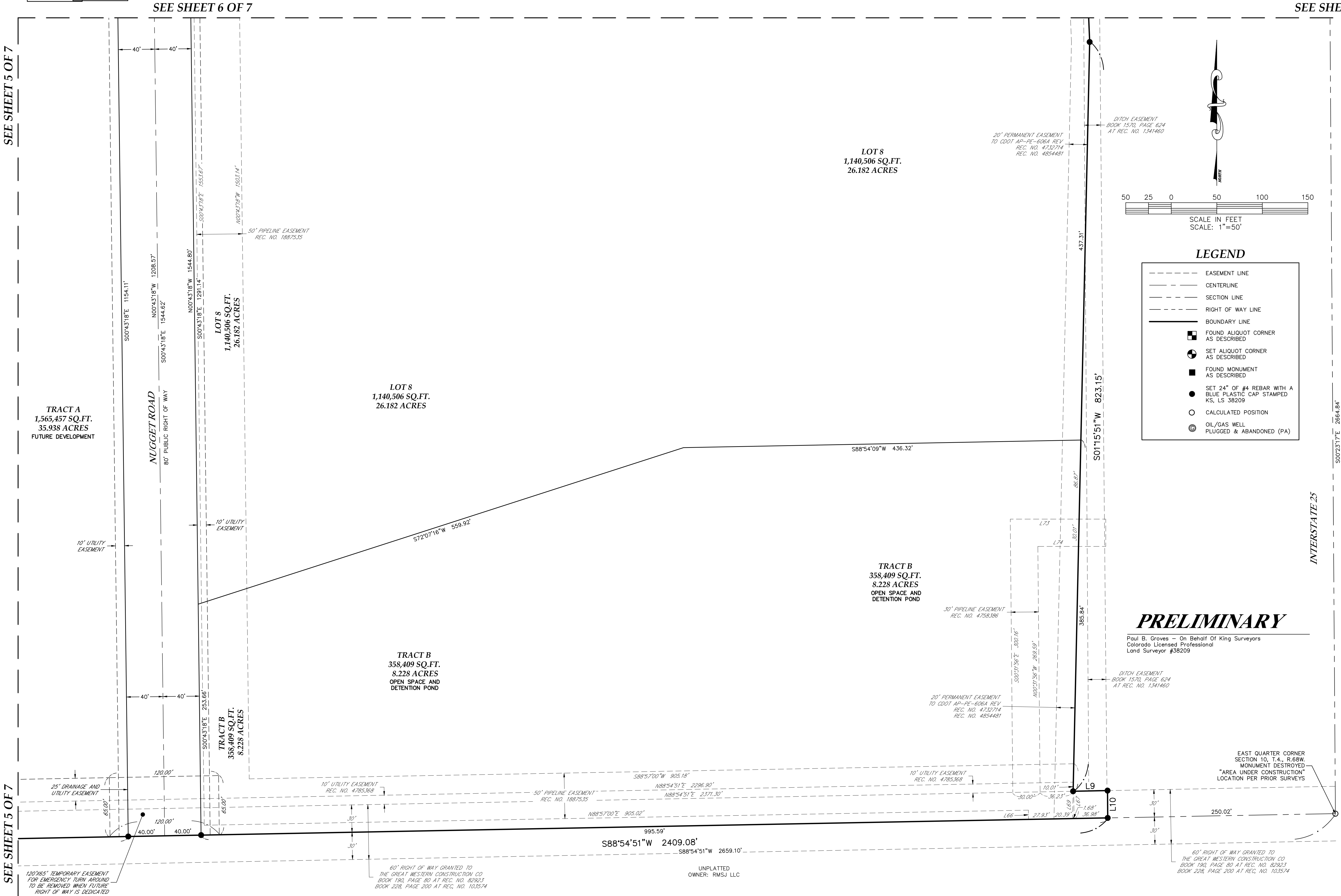


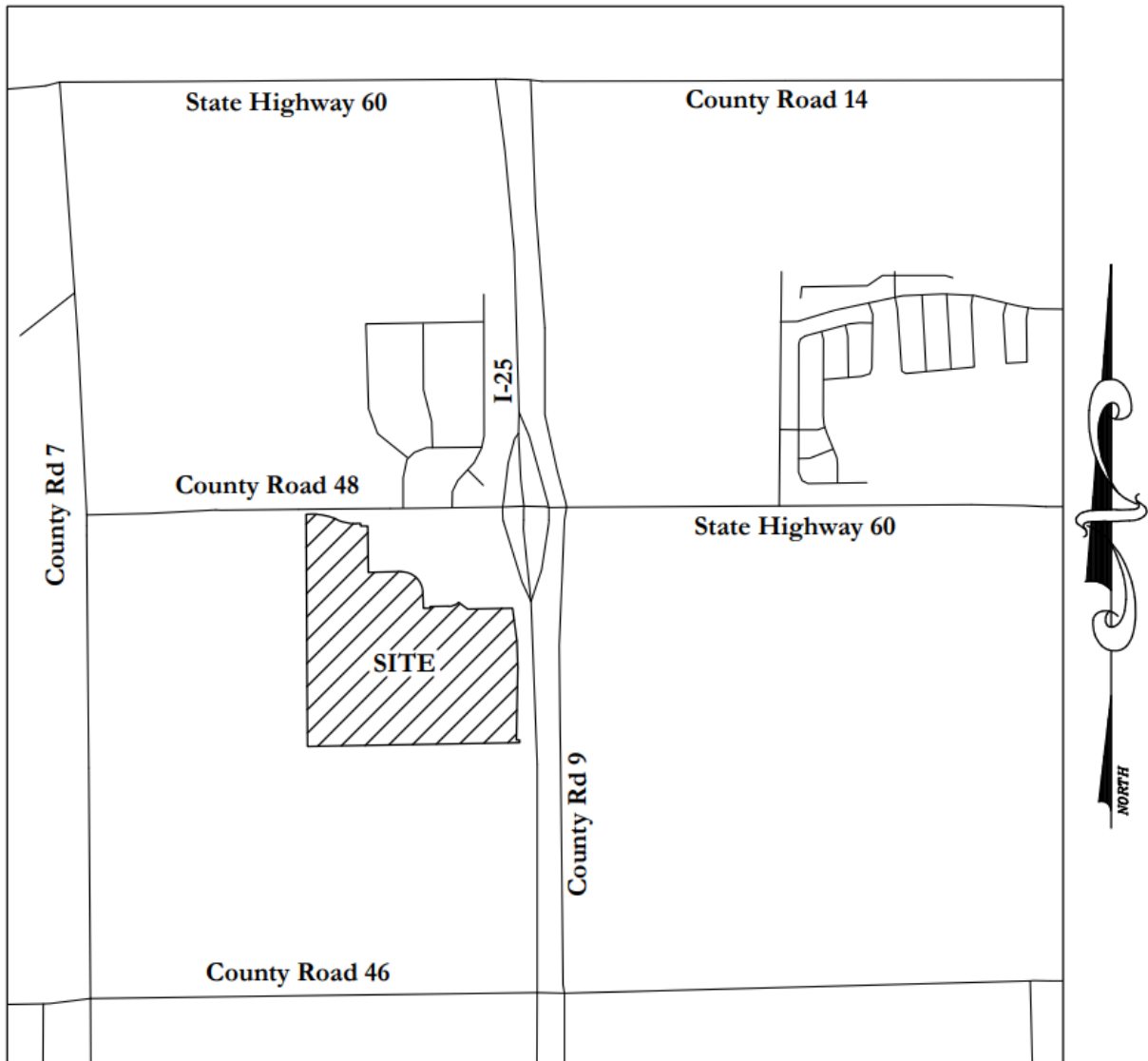
DATE:	
REVISIONS:	

WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

7
SHEET 7 OF 7





VICINITY MAP

SCALE: 1"=2000'

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

SHEET 1 OF 7

FINAL PLAT
WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

OVERALL LAYOUT

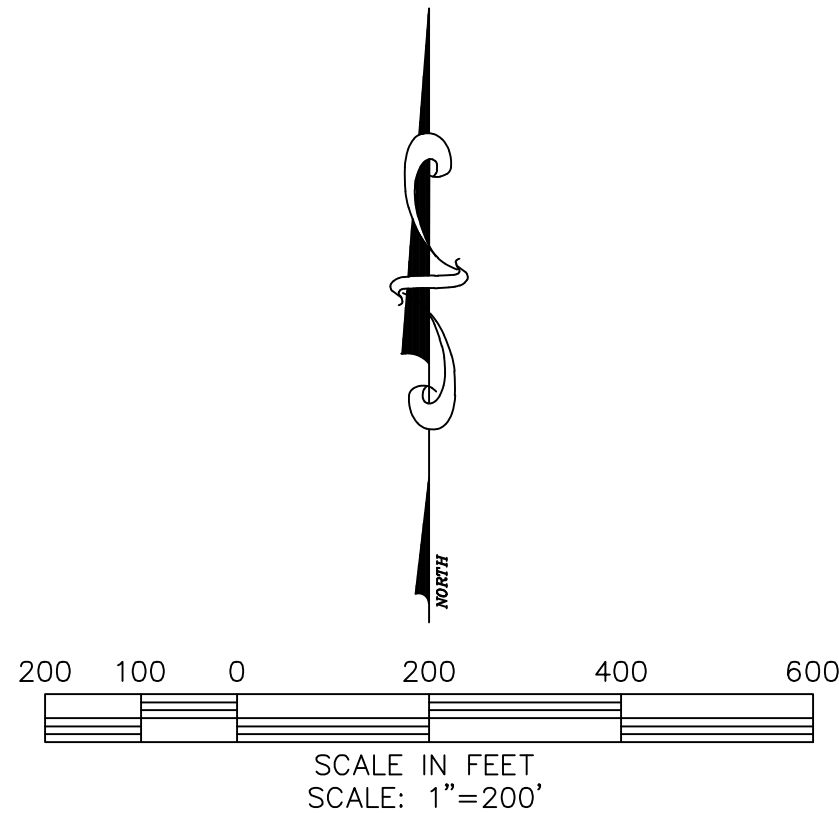
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	195.28'	585.00'	19°07'34"	194.38'	S76°41'09"E
C2	216.48'	530.00'	23°24'09"	214.98'	S78°49'26"E
C3	18.76'	515.00'	2°05'15"	18.76'	S81°17'46"E
C4	12.22'	15.00'	46°39'42"	11.88'	S59°00'32"E
C5	373.85'	238.00'	90°00'00"	336.58'	S46°21'03"E
C6	126.19'	178.50'	40°30'13"	123.57'	N69°18'14"E
C7	240.07'	650.00'	21°09'41"	238.71'	N80°24'33"W
C8	235.44'	650.00'	20°45'13"	234.16'	N80°36'47"W
C9	4.63'	650.00'	0°24'29"	4.63'	N70°01'56"W
C10	171.90'	475.00'	20°44'07"	170.96'	S80°11'45"E
C11	42.14'	585.00'	4°07'39"	42.13'	N84°11'06"W
C12	153.14'	585.00'	14°59'55"	152.70'	N74°37'19"W
C13	28.85'	67.00'	24°40'06"	28.62'	N69°47'13"W
C14	37.30'	75.00'	28°29'43"	36.92'	N43°12'19"W
C15	44.43'	475.00'	5°21'32"	44.41'	S14°08'55"W
C16	753.22'	475.00'	90°51'18"	676.75'	S33°57'30"E
C17	464.36'	475.00'	56°00'42"	446.08'	S16°32'12"E
C18	288.86'	475.00'	34°50'36"	284.43'	S61°57'51"E
C19	99.19'	475.00'	11°57'54"	99.01'	S85°22'06"E
C20	71.86'	475.00'	8°40'04"	71.79'	S83°43'11"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C21	27.33'	475.00'	3°17'50"	27.33'	S89°42'08"E
C22	436.68'	278.00'	90°00'00"	393.15'	N46°21'03"W
C23	31.28'	979.00'	1°49'51"	31.28'	N28°02'31"W
C24	11.37'	121.00'	5°23'04"	11.37'	S29°49'08"E
C25	67.33'	179.00'	21°33'05"	66.93'	N21°44'07"W
C26	11.52'	79.00'	8°21'18"	11.51'	S14°31'12"W
C27	28.89'	39.00'	42°26'12"	28.23'	S39°54'57"W
C28	37.72'	515.00'	4°11'49"	37.72'	S08°37'46"E
C29	5.72'	515.00'	0°38'12"	5.72'	S06°50'58"E
C30	32.00'	515.00'	3°33'37"	32.00'	S08°56'52"E
C31	57.18'	521.00'	6°17'16"	57.15'	S19°45'37"E
C32	28.38'	521.00'	3°07'16"	28.38'	S18°10'37"E
C33	21.94'	15.00'	83°48'13"	20.04'	S87°37'31"W
C34	267.67'	515.00'	29°46'46"	264.67'	S65°21'45"E
C35	9.20'	15.00'	35°07'35"	9.05'	N18°06'54"W
C36	23.35'	15.00'	89°12'03"	21.06'	S44°02'55"W
C37	154.14'	125.00'	70°39'03"	144.55'	S34°56'14"W
C38	95.00'	125.00'	43°32'47"	92.73'	S48°29'22"W
C39	59.13'	125.00'	27°06'15"	58.58'	S13°09'50"W
C40	363.59'	475.00'	43°51'24"	354.77'	N67°39'07"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C41	332.97'	435.00'	43°51'24"	324.90'	N67°39'07"E
C42	125.77'	435.00'	16°33'58"	125.34'	N54°00'24"E
C43	207.19'	435.00'	27°17'26"	205.24'	N75°56'06"E
C44	394.20'	515.00'	43°51'24"	384.65'	N67°39'07"E
C45	14.37'	79.00'	10°25'07"	14.35'	S66°20'37"W
C46	63.18'	149.00'	24°17'49"	62.71'	S83°42'04"W
C47	6.00'	79.00'	4°21'07"	6.00'	N81°58'28"W
C48	312.56'	423.00'	42°20'14"	305.50'	S27°28'52"E
C49	19.02'	12.00'	90°48'46"	17.09'	S04°52'07"E
C50	213.20'	435.00'	28°04'53"	211.07'	S64°18'57"E
C51	23.60'	15.00'	90°07'55"	21.24'	N44°30'51"E
C52	23.53'	15.00'	89°52'05"	21.19'	S45°29'09"E
C53	23.64'	15.00'	90°18'07"	21.27'	N44°25'45"E
C54	23.48'	15.00'	89°41'53"	21.16'	N45°34'15"W
C55	18.37'	135.00'	7°47'49"	18.36'	S66°21'51"W
C56	27.52'	20.00'	78°50'24"	25.40'	S78°06'51"E
C57	48.33'	91.00'	30°25'40"	47.76'	S15°12'50"E
C58	60.46'	111.00'	31°12'38"	59.72'	S15°36'19"E
C59	27.52'	20.00'	78°50'24"	25.40'	N00°43'33"E
C60	93.39'	135.00'	39°38'04"	91.54'	S20°19'43"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C61	15.59'	435.00'	2°03'11"	15.59'	N88°33'13"E
C62	20.04'	435.00'	2°38'21"	20.03'	N86°12'27"E
C63	30.43'	435.00'	4°00'29"	30.42'	S76°21'09"E
C64	31.58'	435.00'	4°09'33"	31.57'	S72°16'09"E
C65	151.19'	435.00'	19°54'52"	150.43'	S60°13'56"E
C66	102.96'	548.00'	10°45'54"	102.81'	S85°10'52"E
C67	61.68'	188.50'	18°44'48"	61.40'	N80°10'57"E
C68	59.91'	238.00'	14°25'18"	59.75'	N84°08'24"W
C69	59.34'	238.00'	14°17'10"	59.19'	N69°47'10"W
C70	12.74'	238.00'	3°04'02"	12.74'	N44°44'22"W
C71	63.04'	238.00'	15°10'37"	62.86'	N35°37'02"W
C72	52.87'	238.00'	12°43'41"	52.76'	N07°42'53"W
C73	82.89'	50.00'	94°58'52"	73.72'	S43°29'58"E
C74	81.17'	50.00'	93°00'38"	72.54'	N42°49'03"E
C75	74.60'	50.00'	85°28'56"	67.87'	S01°21'03"E
C76	27.91'	188.50'	8°28'58"	27.88'	N66°34'04"E
C77	23.30'	188.50'	7°04'53"	23.28'	N58°47'09"E
C78	12.18'	188.50'	3°42'09"	12.18'	N53°23'38"E
C79	57.95'	238.00'	13°57'00"	57.80'	N21°03'14"W
C80	68.00'	238.00'	16°22'12"	67.77'	N54°27'29"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C81	114.50'	423.00'	15°30'34"	114.15'	S14°04'02"E
C82	113.34'	423.00'	15°21'05"	113.00'	S29°29'52"E
C83	76.26'	423.00'	10°19'47"	76.16'	S42°20'18"E
C84	8.46'	423.00'	1°08'47"	8.46'	S48°04'35"E
C85	28.80'	521.00'	3°10'00"	28.79'	S21°19'15"E
C86	11.97'	515.00'	1°19'55"	11.97'	S30°10'18"E
C87	12.46'	9.50'	75°09'14"	11.59'	N08°08'48"E



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°00'37"E	83.99'
L2	S86°14'56"E	48.31'
L3	S67°07'21"E	45.26'
L4	N89°28'30"E	48.82'
L5	S00°25'11"E	29.71'
L6	N89°34'49"E	80.00'
L7	N88°38'57"E	80.00'
L8	N01°21'03"W	19.69'
L9	N88°54'51"E	37.80'
L10	S00°23'17"E	30.00'
L11	N10°07'12"W	60.93'
L12	S70°15'45"W	3.58'
L13	N89°34'49"E	14.42'
L14	S89°34'49"W	14.42'
L15	N89°34'49"E	14.42'
L16	S38°41'39"E	13.04'
L17	S00°00'00"E	49.02'
L18	N00°00'00"E	48.89'
L19	N38°41'39"W	14.41'
L20	N89°35'24"E	14.92'

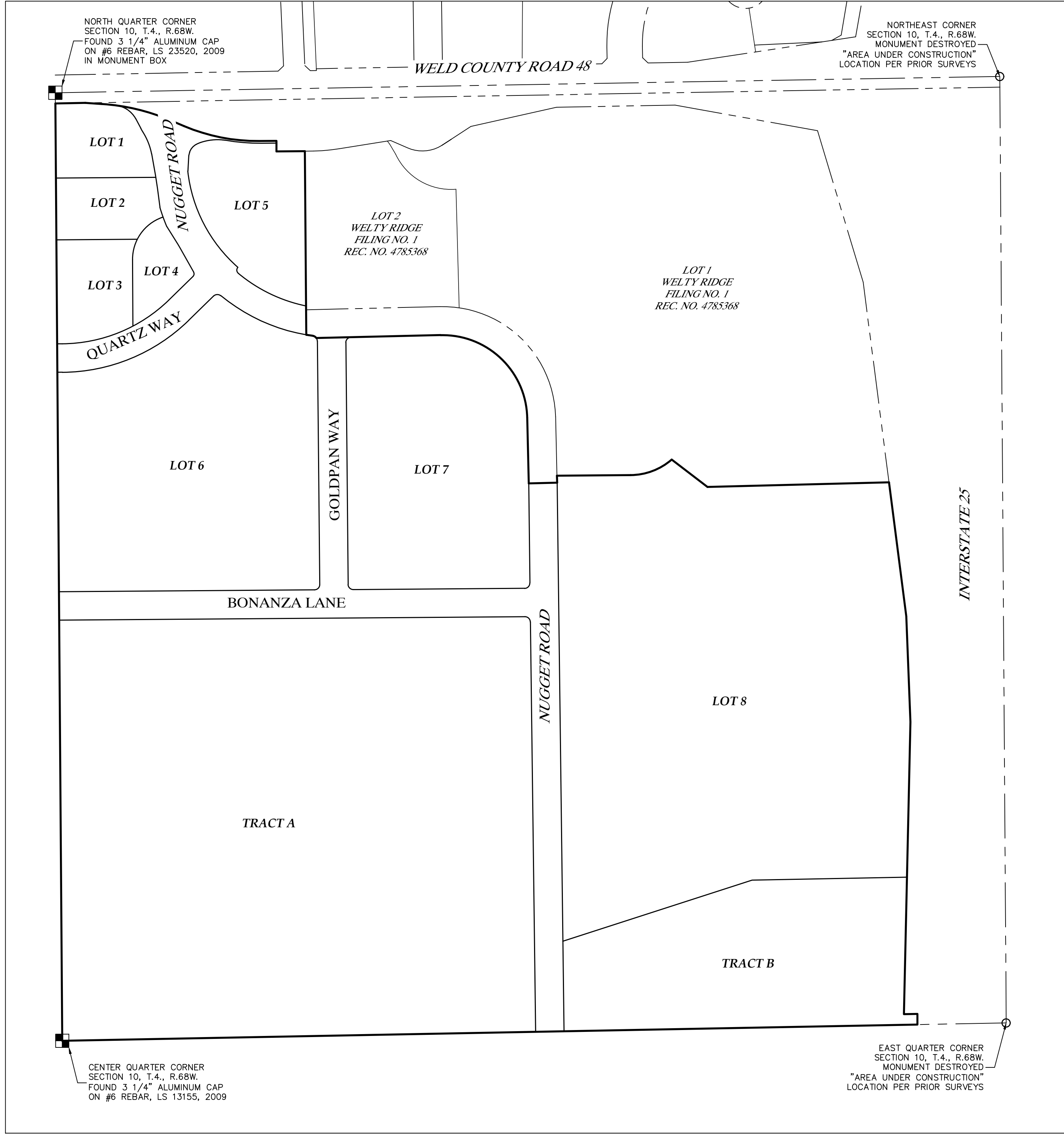
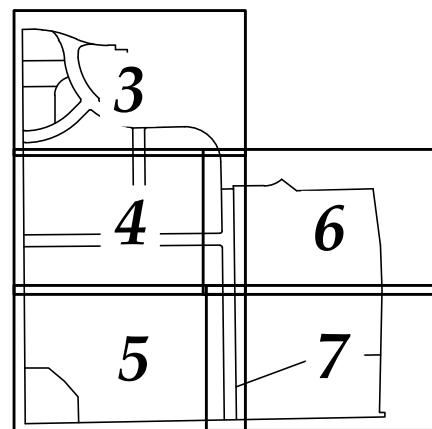
LINE TABLE		
LINE	BEARING	LENGTH
L21	N00°24'36"W	10.00'
L22	S89°35'24"W	14.92'
L23	N89°35'24"E	14.89'
L24	N00°24'36"W	10.00'
L25	S89°35'24"W	14.89'
L26	N00°24'36"W	74.41'
L27	S03°00'10"W	42.32'
L28	S89°26'47"W	42.21'
L29	N90°00'00"E	42.70'
L30	S00°00'00"E	7.88'
L31	S89°00'37"W	101.17'
L32	N90°00'00"W	51.48'
L33	S00°00'00"E	6.66'
L34	N89°34'49"E	12.50'
L35	S00°25'11"E	3.50'
L36	N89°34'49"E	22.19'
L37	S00°25'11"E	8.83'
L38	S89°34'49"W	12.50'
L39	N00°25'11"W	3.50'
L40	S89°34'49"W	22.19'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N00°25'11"W	38.95'
L42	N89°34'49"E	12.50'
L43	S00°25'11"E	3.50'
L44	N89°34'49"E	22.19'
L45	S00°25'11"E	9.30'
L46	S89°34'49"W	25.69'
L47	N89°34'49"E	24.34'
L48	N07°40'14"W	260.01'
L49	S07°40'14"E	260.12'
L50	N89°34'49"E	20.28'
L51	N07°40'14"W	160.74'
L52	S89°00'37"W	50.81'
L53	N87°29'04"E	147.43'
L54	S89°07'14"E	129.93'
L55	N89°13'29"E	198.13'
L56	S61°51'37"E	20.07'
L57	S42°47'56"E	79.96'
L58	S88°50'59"E	59.51'
L59	S87°46'46"E	19.00'
L60	N88°50'59"W	19.62'

LINE TABLE		
LINE	BEARING	LENGTH
L61	N42°47'56"W	65.48'
L62	S89°13'29"W	192.32'
L63	N89°07'14"W	130.69'
L64	S87°29'04"W	133.99'
L65	S00°25'03"E	30.00'
L66	N00°32'09"W	10.21'
L67	N00°32'09"W	60.19'
L68	N89°00'36"E	100.01'
L69	N01°15'51"E	30.02'
L70	N00°25'11"W	29.69'
L71	N89°34'49"E	10.00'
L72	S00°25'11"E	10.00'
L73	S89°59'50"W	75.61'
L74	N89°59'50"E	44.66'
L75	S89°33'21"W	25.66'
L76	S00°25'11"E	10.89'
L77	N00°25'11"W	22.80'
L78	S89°33'21"W	48.38'
L79	S30°10'33"E	131.98'
L80	S29°29'52"E	113.00'

LINE TABLE		
LINE	BEARING	LENGTH
L81	S07°14'50"E	53.55'
L82	S31°56'22"E	59.95'
L83	S29°25'49"E	77.41'

SHEET LAYOUT



PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=200'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	
REVISIONS:	

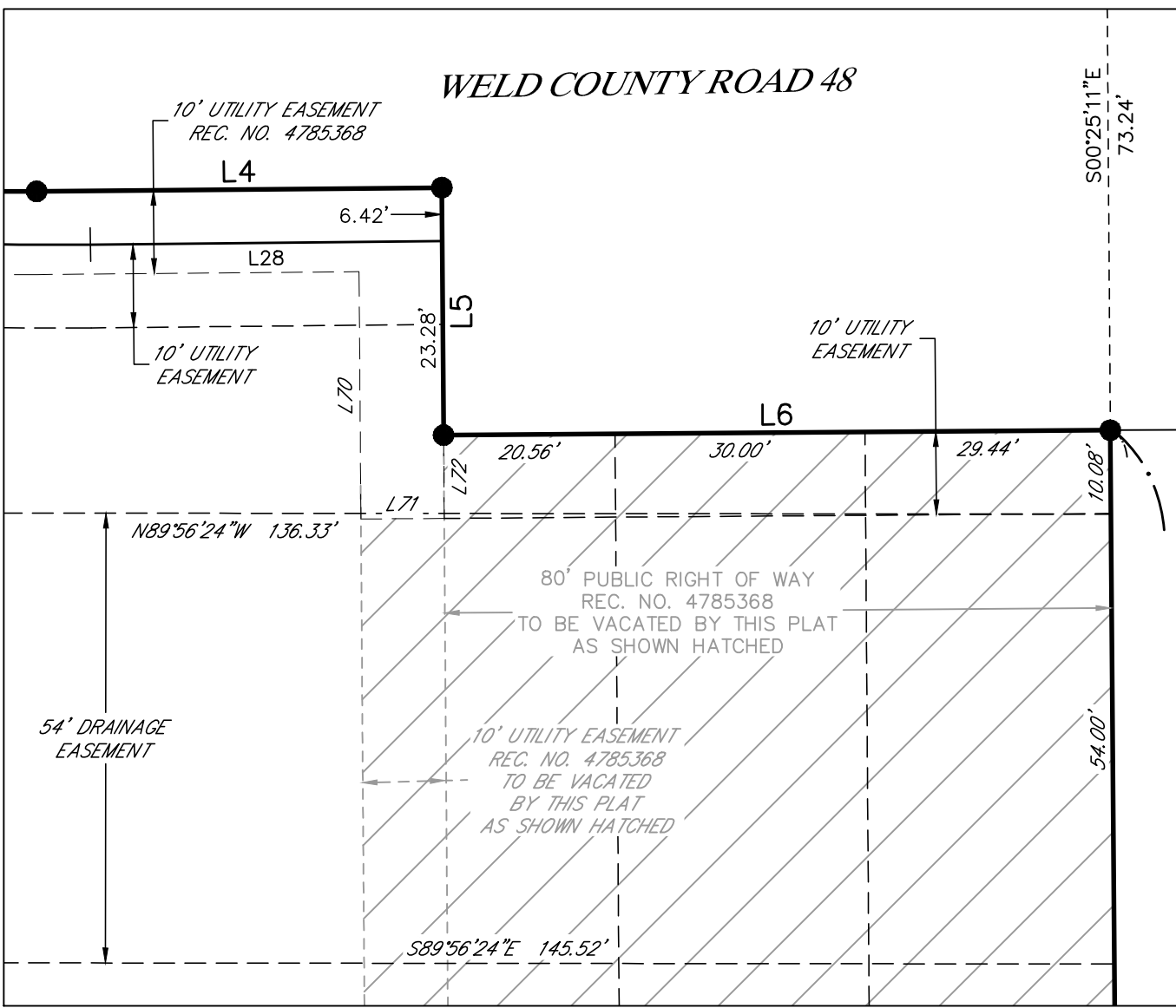
WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

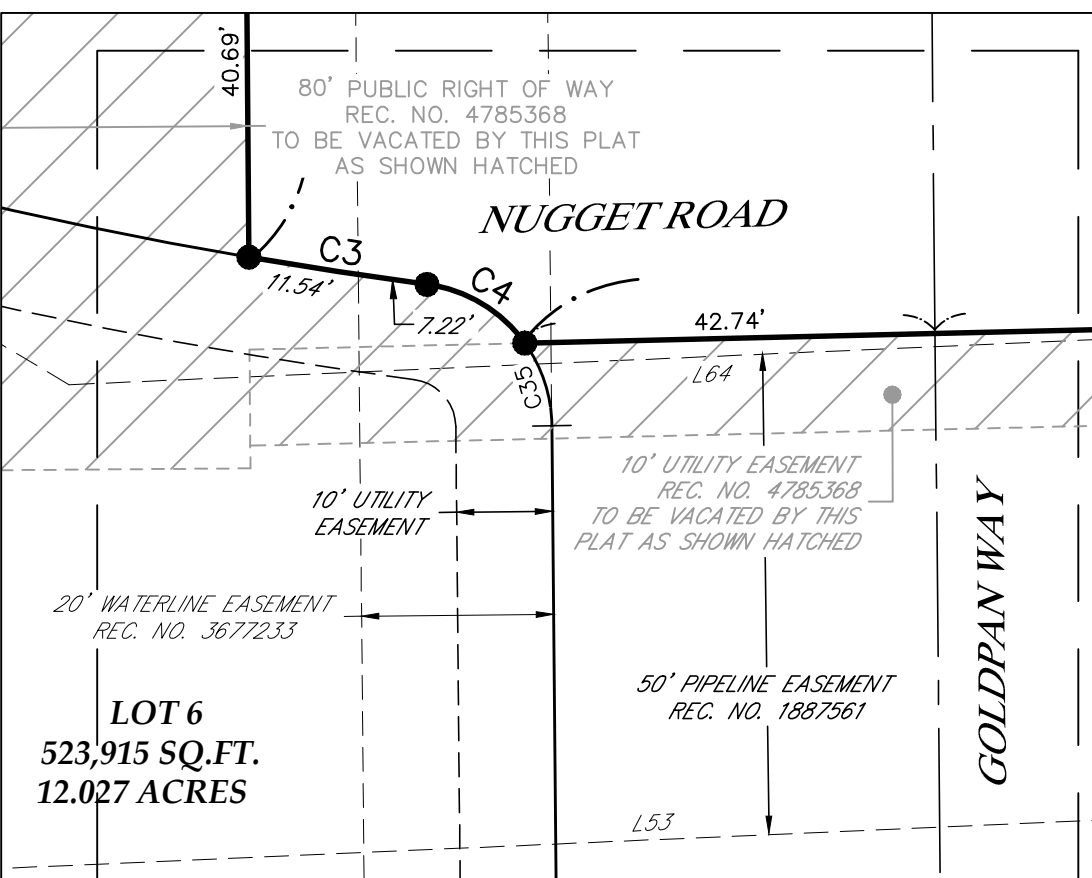
2
SHEET 2 OF 7

FINAL PLAT
WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



DETAIL A
SCALE: 1"=20'



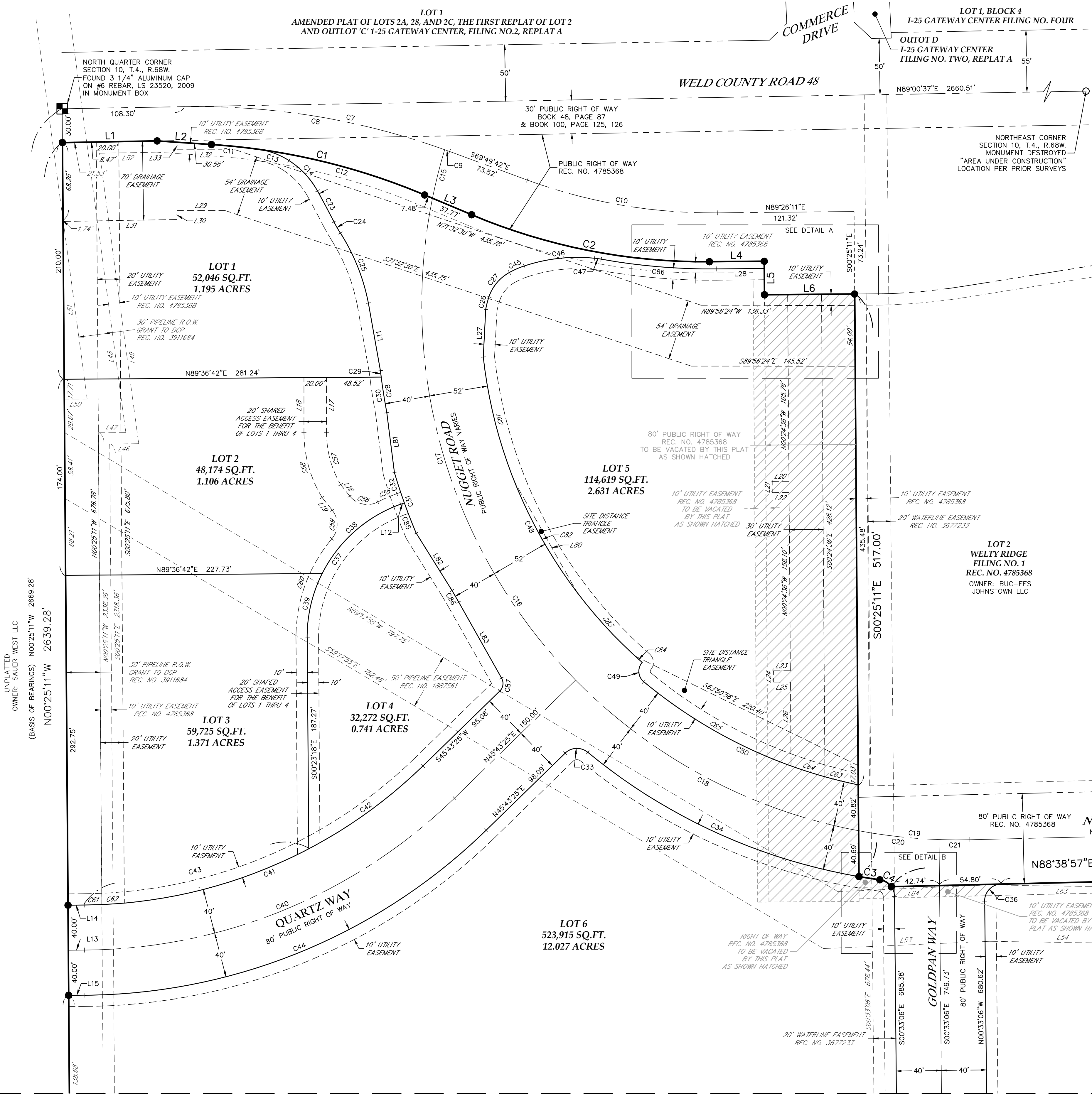
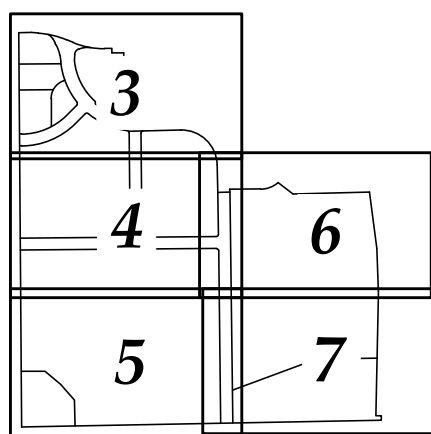
DETAIL B
SCALE: 1"=20'

- LEGEND
- EASEMENT LINE
 - CENTERLINE
 - SECTION LINE
 - RIGHT OF WAY LINE
 - BOUNDARY LINE
 - FOUND ALIQUOT CORNER AS DESCRIBED
 - SET ALIQUOT CORNER AS DESCRIBED
 - FOUND MONUMENT AS DESCRIBED
 - SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED
 - CALCULATED POSITION
 - OIL/GAS WELL PLUGGED & ABANDONED (PA)

PRELIMINARY

Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

SHEET LAYOUT



SEE SHEET 4 OF 7

SEE SHEET 4 OF 7

DATE: 10/16/2023

FILE NAME: 20230040-SUB

SCALE: 1"=50'

DRAWN BY: CSK

CHECKED BY: PG

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | email: contact@KingSurveyors.com

DATE:

REVISIONS:

WELTY RIDGE SUBDIVISION - FILING NO. 2

FOR INTERSTATE LAND HOLDING, LLC

212 EAST 4TH STREET

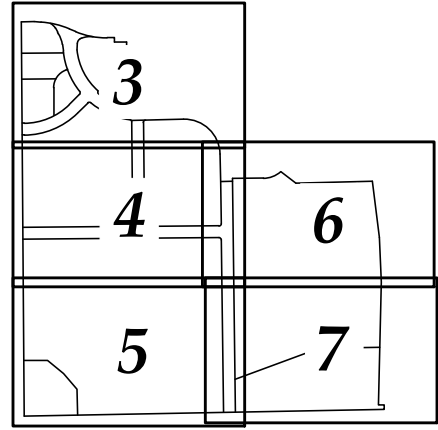
LOVELAND, CO 80537

PROJECT #: 20230040

3

SHEET 3 OF 7

SHEET LAYOUT

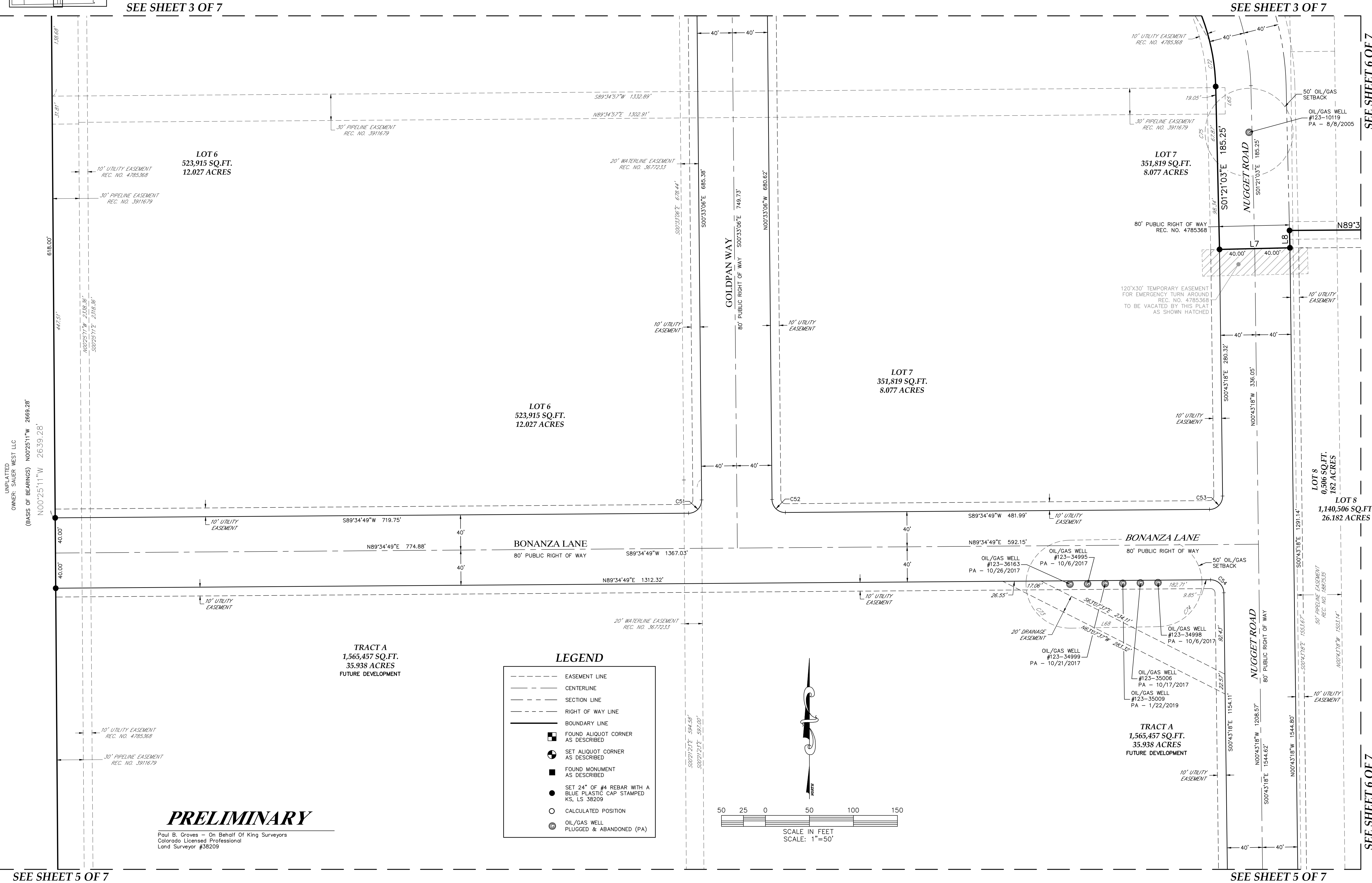


SEE SHEET 3 OF 7

FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

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Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



SEE SHEET 5 OF 7

SEE SHEET 5 OF 7

SEE SHEET 6 OF 7

SEE SHEET 6 OF 7

DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	
REVISIONS:	

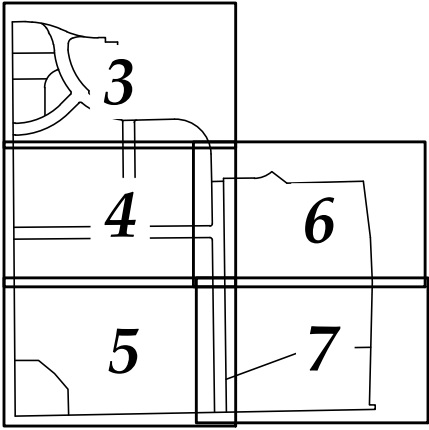
WELTY RIDGE SUBDIVISION - FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

4

SHEET 4 OF 7

SHEET LAYOUT



SEE SHEET 4 OF 7

FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
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Town of Johnstown, County of Weld, State of Colorado

SEE SHEET 4 OF 7

DATE:	10/16/2023
FILE NAME:	20230040-SUB
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DATE:	
REVISIONS:	

WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

5

SHEET 5 OF 7

67

UNPLATTED
OWNER: SAUER WEST LLC
(BASIS OF BEARINGS) N00°25'11"W 2669.28'
N00°25'11"W 2639.28'

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

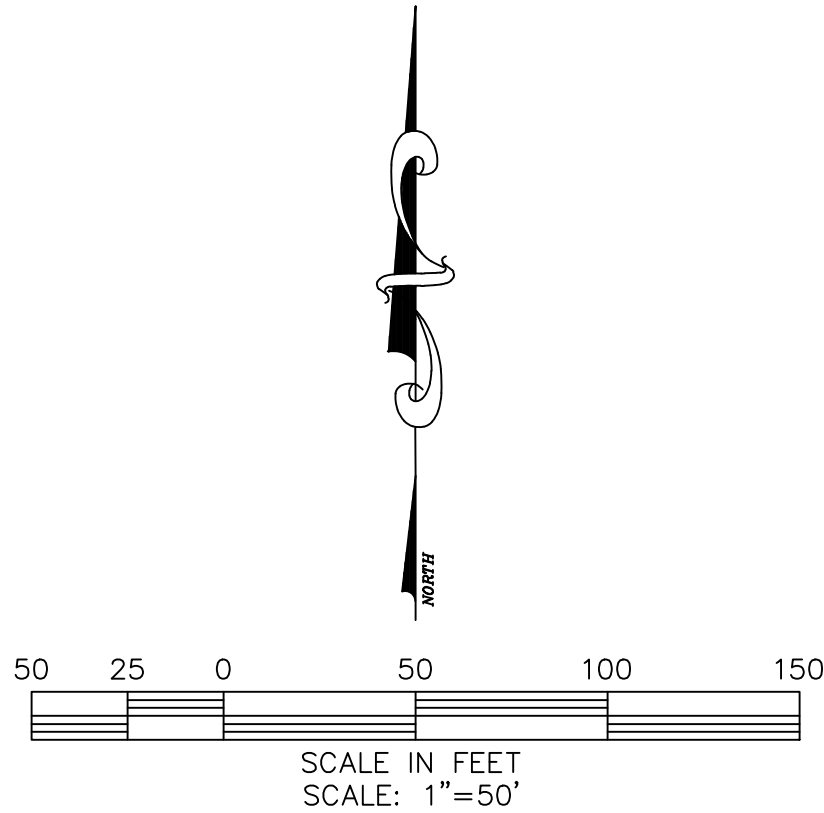
TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

LOT 8
1,140,506 SQ.FT.
26.182 ACRES
LOJ
1,140,506
26.182 /

TRACT B
358,409 SQ.FT.
8.228 ACRES
TRACT B
358,409 SQ.FT.
8.228 ACRES

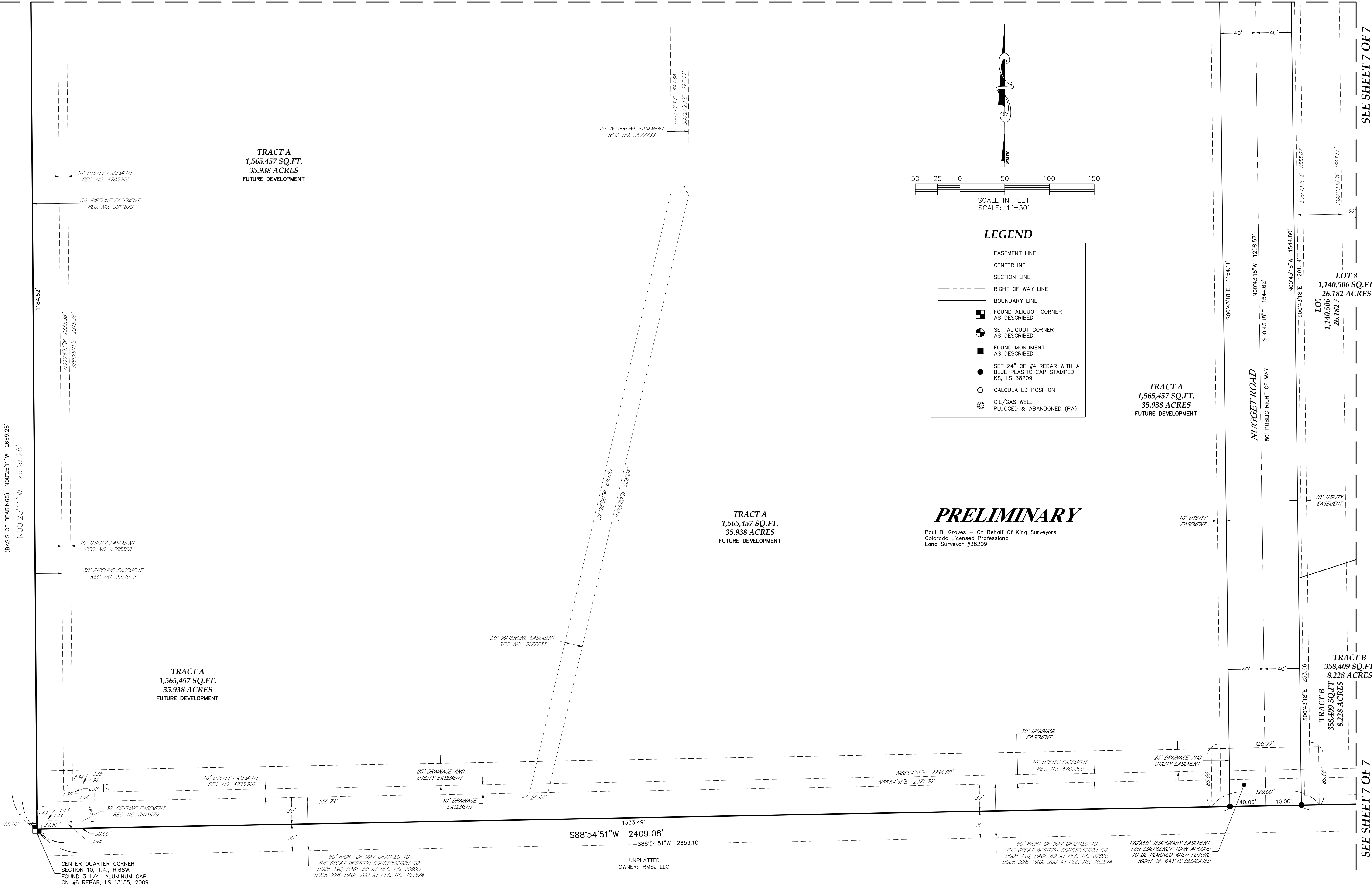


LEGEND

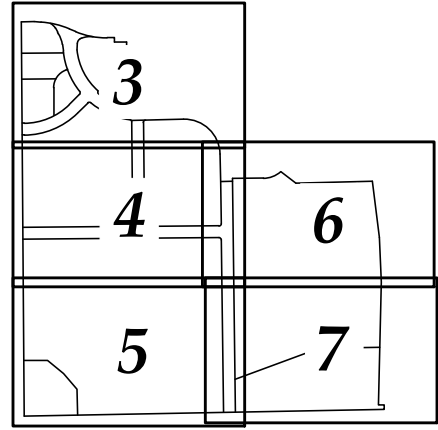
---	EASEMENT LINE
---	CENTERLINE
---	SECTION LINE
---	RIGHT OF WAY LINE
---	BOUNDARY LINE
■	FOUND ALIQUOT CORNER AS DESCRIBED
●	SET ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
●	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
○	CALCULATED POSITION
⊙	OIL/GAS WELL PLUGGED & ABANDONED (PA)

PRELIMINARY

Paul B. Groves — On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209



SHEET LAYOUT



SEE SHEET 4 OF 7

SEE SHEET 4 OF 7

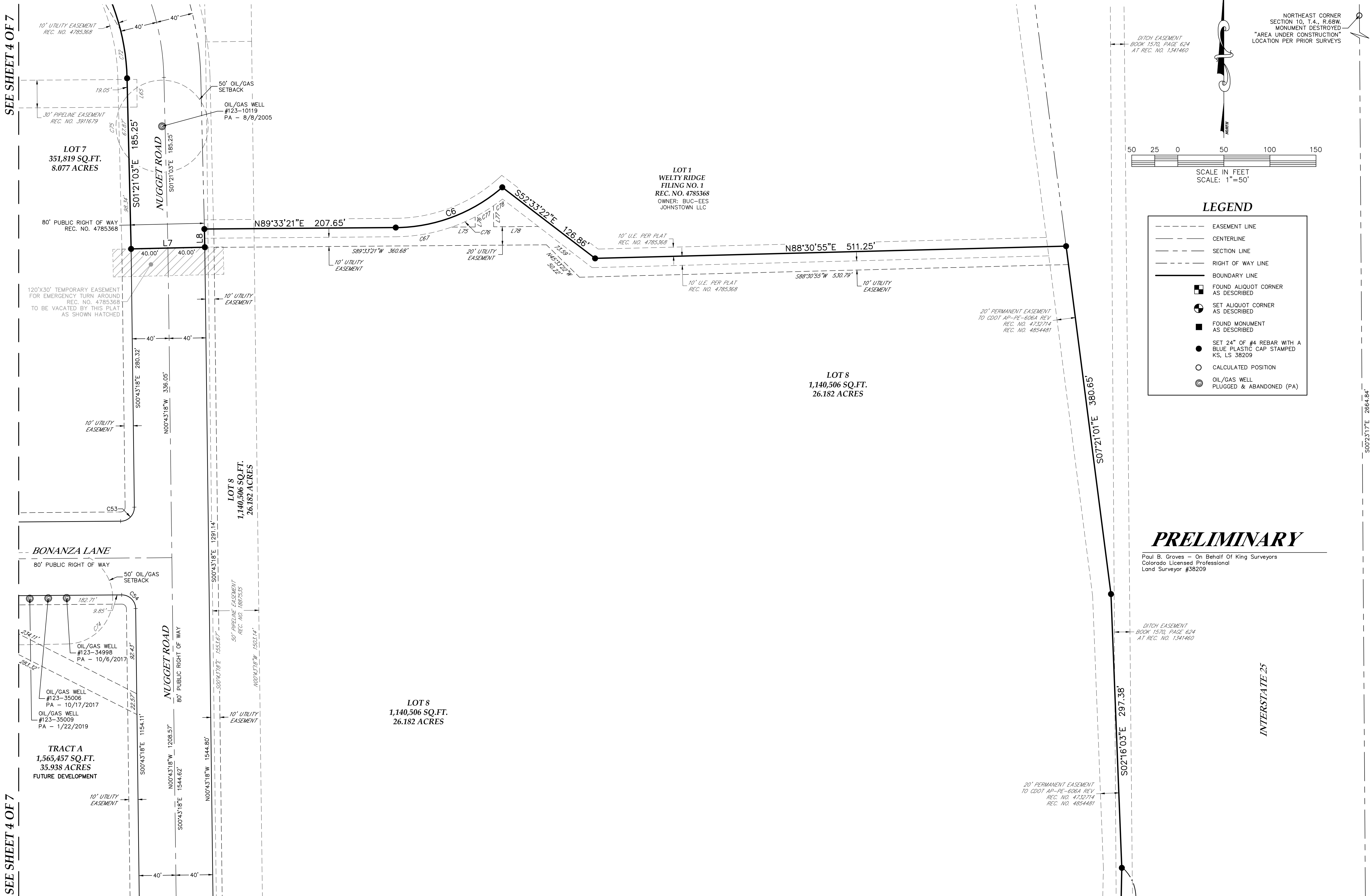
SEE SHEET 7 OF 7

SEE SHEET 7 OF 7

FINAL PLAT

WELTY RIDGE SUBDIVISION - FILING NO. 2

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Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado



DATE:	10/16/2023
FILE NAME:	20230040-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:	
REVISIONS:	

WELTY RIDGE SUBDIVISION — FILING NO. 2
FOR
INTERSTATE LAND HOLDING, LLC
212 EAST 4TH STREET
LOVELAND, CO 80537

PROJECT #:
20230040

6
SHEET 6 OF 7

A 3x3 grid with numbers in various cells, some overlapping:

- Top-left cell: 3
- Middle-left cell: 4
- Middle-right cell: 6
- Bottom-left cell: 5
- Bottom-right cell: 7

WELTY RIDGE SUBDIVISION - FILING NO. 2

A Replat of Tract A of Welty Ridge Subdivision - Filing No. 1 and the Vacation of Commerce Drive,
Situate in the Northeast Quarter of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

SEE SHEET 6 OF 7

SEE SHEET 6 OF 7

SEE SHEET 5 OF 7

SEE SHEET 5 OF 7

TRACT A
1,565,457 SQ.FT.
35.938 ACRES
FUTURE DEVELOPMENT

NUGGET ROAD
30' PUBLIC RIGHT OF WAY

10' UTILITY
EASEMENT

10' UTILITY
EASEMENT

LOT 8
1,140,506 SQ.FT.
26,182 ACRES

LOT 8
1,140,506 SQ.FT.

887535

TRACT B
358,409 SQ.FT.
8.228 ACRES
OPEN SPACE AND
DETENTION POND

TRACT B
58,409 SQ.FT.

LOT 8
1,140,506 SQ.FT
26.182 ACRES

TRACT B
358,409 SQ.FT
8.228 ACRES
OPEN SPACE AND
DETENTION POND

50 25 0 50 100 150

SCALE IN FEET
SCALE: 1"=50'

LEGEND

-----	EASEMENT LINE
-----	CENTERLINE
-----	SECTION LINE
-----	RIGHT OF WAY LINE
-----	BOUNDARY LINE
	FOUND ALIQUOT CORNER AS DESCRIBED
	SET ALIQUOT CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED KS, LS 38209
	CALCULATED POSITION
	OIL/GAS WELL PLUGGED & ABANDONED (PA)

PRELIMINARY

Paul B. Groves – On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

DITCH EASEMENT
- BOOK 1570, PAGE 624
AT REC. NO. 1341460

EAST QUARTER CORNER
SECTION 10, T.4., R.68W.
MONUMENT DESTROYED
AREA UNDER CONSTRUCTION
LOCATION PER PRIOR SURVEYS

60' RIGHT OF WAY GRANTED TO
THE GREAT WESTERN CONSTRUCTION CO
BOOK 190, PAGE 80 AT REC. NO. 82923
BOOK 228, PAGE 200 AT REC. NO. 103574

UNPLATTED
OWNER: RMSJ LLC

WELTY RIDGE SUBDIVISION - FILING NO. 2

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

NOT FOR CONSTRUCTION

PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE WELTY RIDGE OUTLINE DEVELOPMENT PLAN (ODP) AND FOLLOW ANY ADDITIONAL REQUIREMENTS FROM THE TOWN MUNICIPAL CODE THAT ARE NOT SPECIFIED IN THE ODP. THIS FINAL DEVELOPMENT PLAN (FDP) HIGHLIGHTS THE PLANNING AREAS, CIRCULATION, AND STREETSCAPE LANDSCAPING FOR THE WELTY RIDGE SUBDIVISION. WELTY RIDGE IS A MIXED-USE DEVELOPMENT, WHICH MAY INCLUDE COMMERCIAL, MULTI-FAMILY RESIDENTIAL, SINGLE FAMILY DETACHED RESIDENTIAL, AND INDUSTRIAL USES. THIS SUBDIVISION WILL MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. A FINAL PLAT HAS BEEN SUBMITTED IN TANDEM WITH THIS FDP, WHICH DEFINES THE FIRST COMMERCIAL LOTS OF THE DEVELOPMENT. FINAL CONSTRUCTION DOCUMENTS HAVE ALSO BEEN SUBMITTED TO ESTABLISH THE FINAL ROAD DESIGN, OVERLOT GRADING, AND UTILITY DESIGN FOR THE DEVELOPMENT.

LEGAL DESCRIPTION

TRACT A OF WELTY RIDGE SUBDIVISION - FILING NO. 1 RECORDED DECEMBER 15, 2001 AS RECEPTION NO. 4785368 OF THE RECORDS OF WELD COUNTY, AND ALONG WITH COMMERCE DRIVE RIGHT OF WAY AS DEDICATED BY WELTY RIDGE SUBDIVISION - FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TEN (10), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

TOGETHER WITH A PORTION OF NUGGET ROAD RIGHT OF WAY AS DEDICATED BY WELTY RIDGE SUBDIVISION - FILING NO. 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

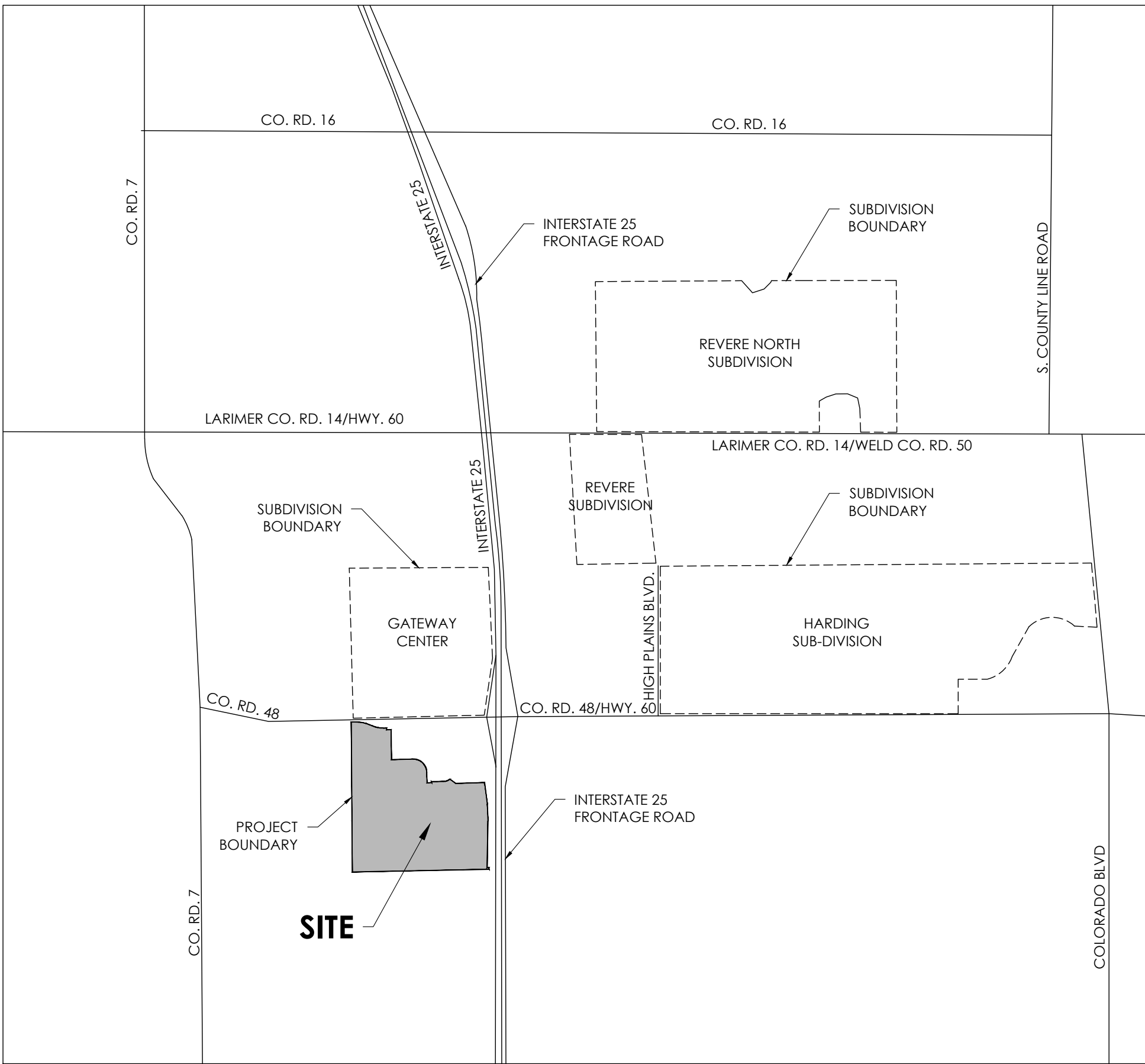
BEGINNING AT THE SOUTHWEST CORNER OF SAID NUGGET ROAD RIGHT OF WAY AND ASSUMING THE WEST LINE OF SAID NORTHEAST QUARTER AS BEARING NORTH 00°23'18" WEST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2669.73 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°25'12" WEST ALONG THE WEST LINE OF SAID RIGHT OF WAY A DISTANCE OF 9.37 FEET TO THE BEGINNING POINT OF A CURVE, NON-TANGENT THIS LINE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT A DISTANCE OF 18.76 FEET, SAID CURVE HAS A RADIUS OF 515.00 FEET, A DELTA OF 02°05'12" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 81°19'03" EAST A DISTANCE OF 18.75 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT A DISTANCE OF 11.91 FEET, SAID CURVE HAS A RADIUS OF 15.00 FEET, A DELTA OF 45°30'31" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 59°36'23" EAST A DISTANCE OF 11.60 FEET TO A LINE NON-TANGENT TO THIS CURVE AND TO THE SOUTH LINE OF SAID RIGHT OF WAY;
THENCE SOUTH 88°39'28" WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 28.49 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 106.756 ACRES, MORE OR LESS (±).

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD (OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS) DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.



VICINITY MAP

1" = 2000'

APPROVALS

TOWN COUNCIL

THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS WELTY RIDGE FDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20_____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

WELTY GENERAL NOTES

- A. ALL PROPERTY WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- B. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- C. NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- D. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.



Know what's below.
Call before you dig.



PROJECT NAME

WELTY RIDGE SUBDIVISION
FILING NO. 2
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

08-11-2023

REVISION DATE:

10-19-2023

12-11-2023

02-01-2024

SHEET TITLE

COVER

SHEET NUMBER

C.0

SHEET 1 OF 21

OWNER

PLATTE LAND & WATER, LLC
210 UNIVERSITY BLVD.
SUITE 710
DENVER, CO 80206
303-263-2105

APPLICANT

DON GUERRA
LAND ASSET STRATEGIES, LLC
619 12TH STREET #31
GOLDEN, CO 80402
303-905-3496
don.guerra@landassetstrategies.com

ENGINEER

KEVIN ROHRBOUGH
JR ENGINEERING
7200 S ALTON WAY
C400
CENTENNIAL, CO 80112
303-740-9393
krohrbough@jrengineering.com

PLANNER

JEFF MARCK
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BUILDING A, SUITE 314
DENVER, CO 80231
303-632-8867
jmarck@terracinadesign.com

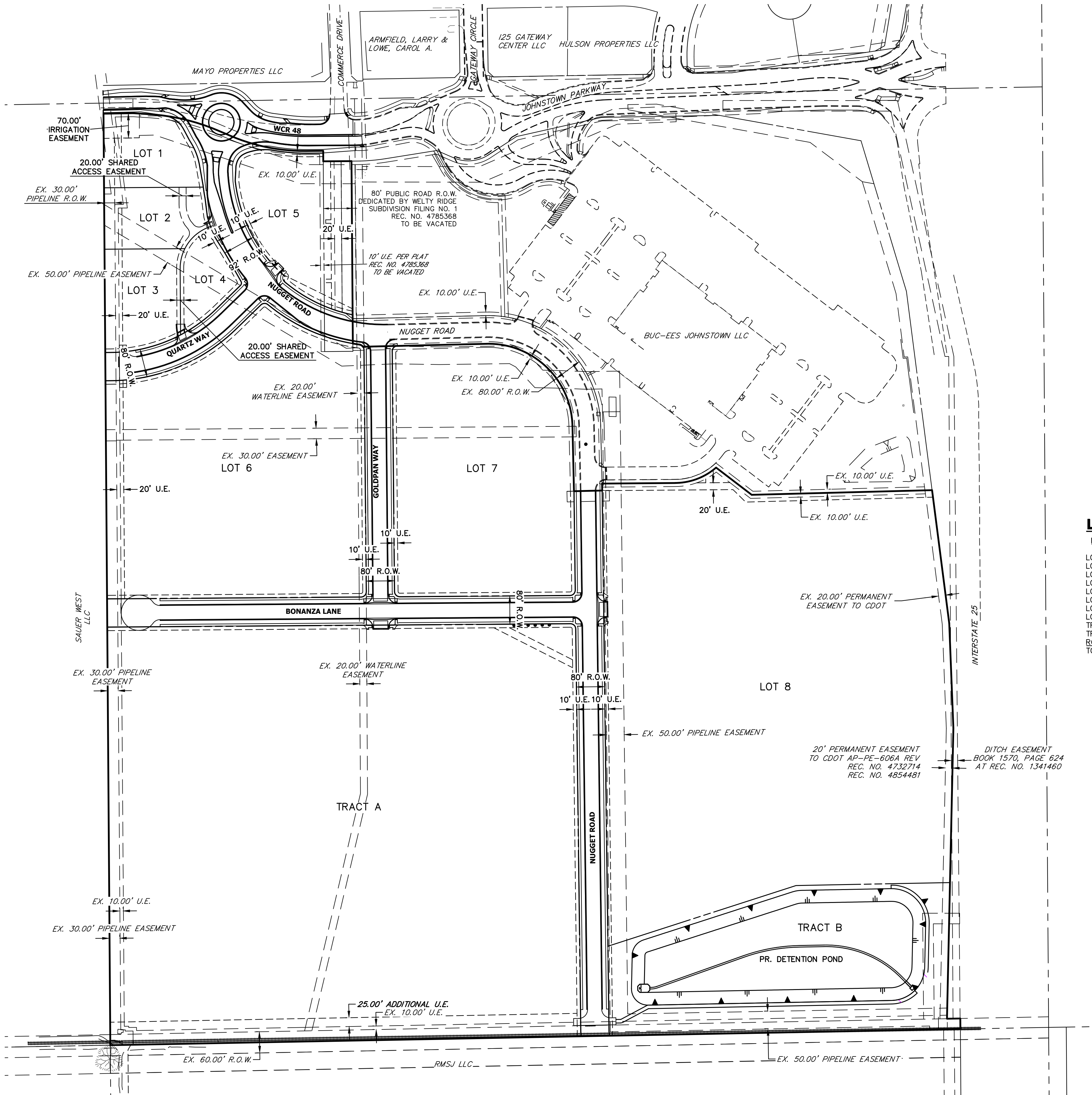
SURVEYOR

CAROL KUHLMAN
KING SURVEYORS
650 EAST GARDEN DRIVE
WINDSOR, CO 80550
970-686-5011
carolk@kingsurveyors.com

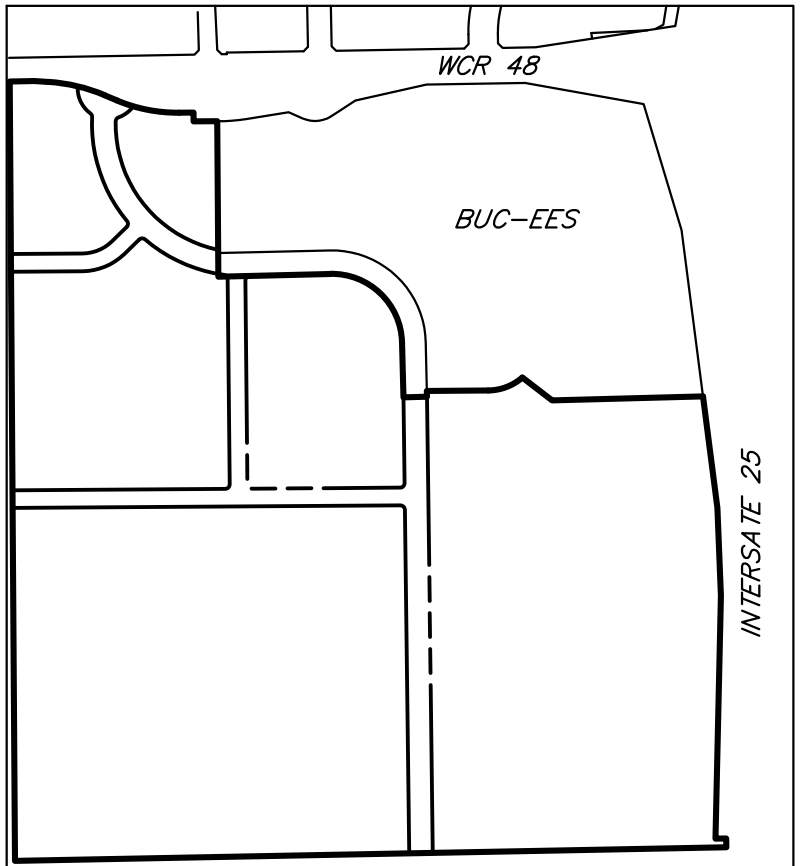
SHEET INDEX

1	C.0	COVER
2-7	C.1 - C.6	SITE PLANS
8	SD.1	SIGHT DISTANCE PLAN
9	LP.1	OVERALL LANDSCAPE PLAN
10-16	LP.2 - LP.8	LANDSCAPE PLANS
17	LN.1	LANDSCAPE NOTES
18	LD.1	LANDSCAPE DETAILS
19	CP.1	CIRCULATION PLAN
20	PA.1	ODP PLANNING AREA PLAN
21	PH.1	PHASING PLAN

WELTY RIDGE SUBDIVISION - FILING NO. 2
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



NOT FOR CONSTRUCTION



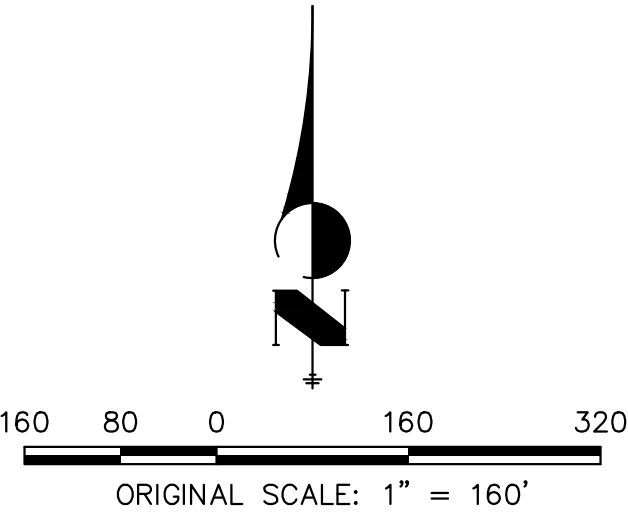
KEY MAP
SCALE 1"=650'

NOTES:

1. SEE SHEET 1 FOR GENERAL ABBREVIATIONS, GENERAL NOTES, AND LEGAL DESCRIPTION.
2. ALL CURB RETURNS LABELS ARE TO FLOW LINE.
3. ALL OIL & GAS FACILITIES SHALL BE PROPERLY REMOVED, PLUGGED, AND/OR ABANDONED IN PLACE PRIOR TO OVERLOT GRADING OF THE DEVELOPMENT.

LAND USE DATA

NAME	AREA (AC)	AREA (SF)	PURPOSE	OWNERSHIP & MAINTENANCE
LOT 1	52,046 SF	1.195 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 2	48,174 SF	1.106 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 3	59,725 SF	1.371 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 4	32,272 SF	0.741 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 5	114,619 SF	2.631 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 6	523,915 SF	12.027 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 7	351,819 SF	8.077 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
LOT 8	1,140,506 SF	26.182 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
TRACT A	1,565,457 SF	35.938 AC	FUTURE DEVELOPMENT	PROPERTY OWNER
TRACT B	358,409 SF	8.227 AC	OPEN SPACE & DETENTION POND	METRO DISTRICT
ROW	400,810 SF	9.201 AC	PUBLIC RIGHT OF WAY	TOWN OF JOHNSTOWN
TOTAL	4,647,753 SF	106.697 AC		



PROJECT NAME

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10-19-2023

12-11-2023

02-01-2024

SHEET TITLE

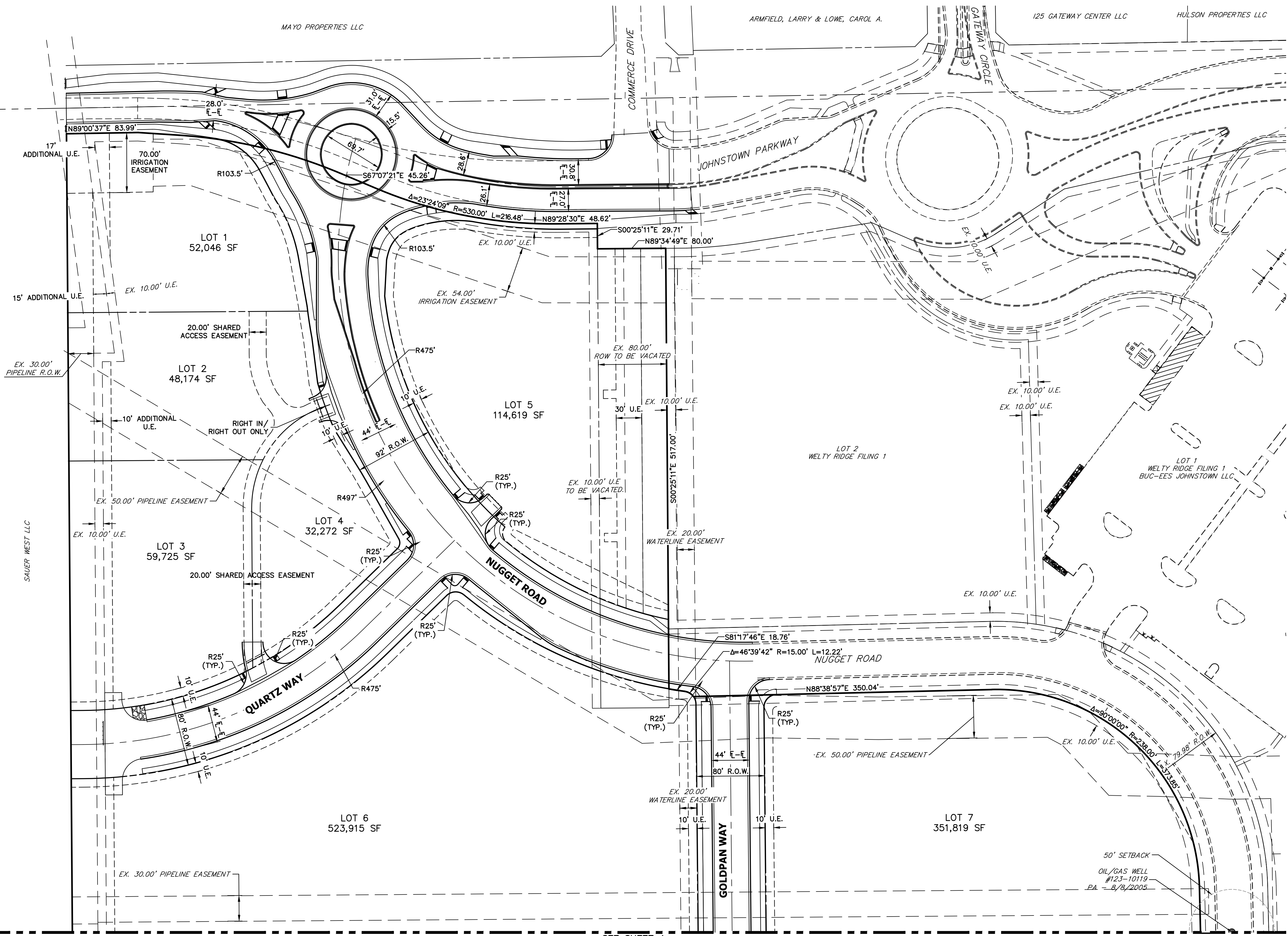
OVERALL SITE PLAN

SHEET NUMBER

C1.1

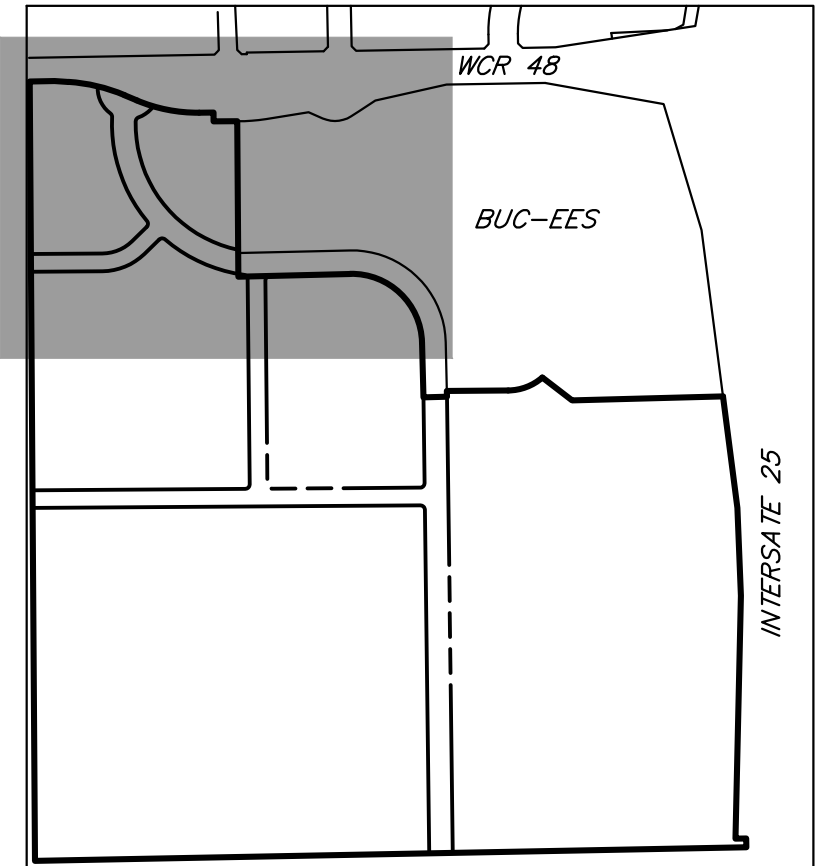
SHEET 2 OF 21

WELTY RIDGE SUBDIVISION - FILING NO. 2
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TOWN OF JOHNSTOWN, COLORADO



SEE SHEET 4

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KEY MAP
SCALE 1"=650'

NOTES:

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For Calls: 877-481-0282 • www.jrengineering.com

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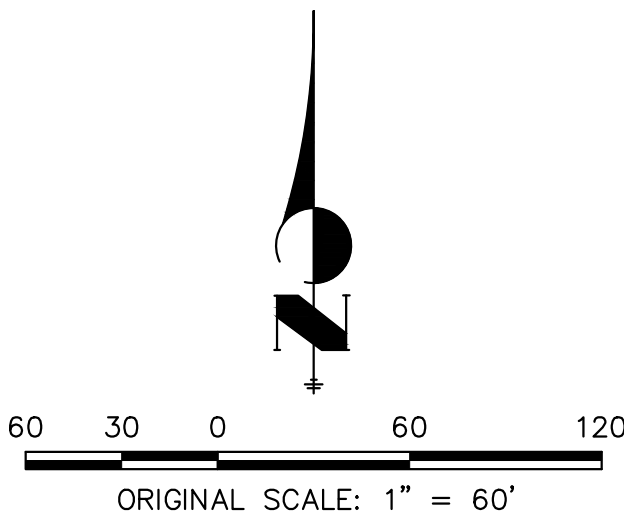
SHEET TITLE

SITE PLAN

SHEET NUMBER

C.2

SHEET 3 OF 21



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J-R ENGINEERING
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Centennial 303-740-0000 • Colorado Springs 719-500-2500
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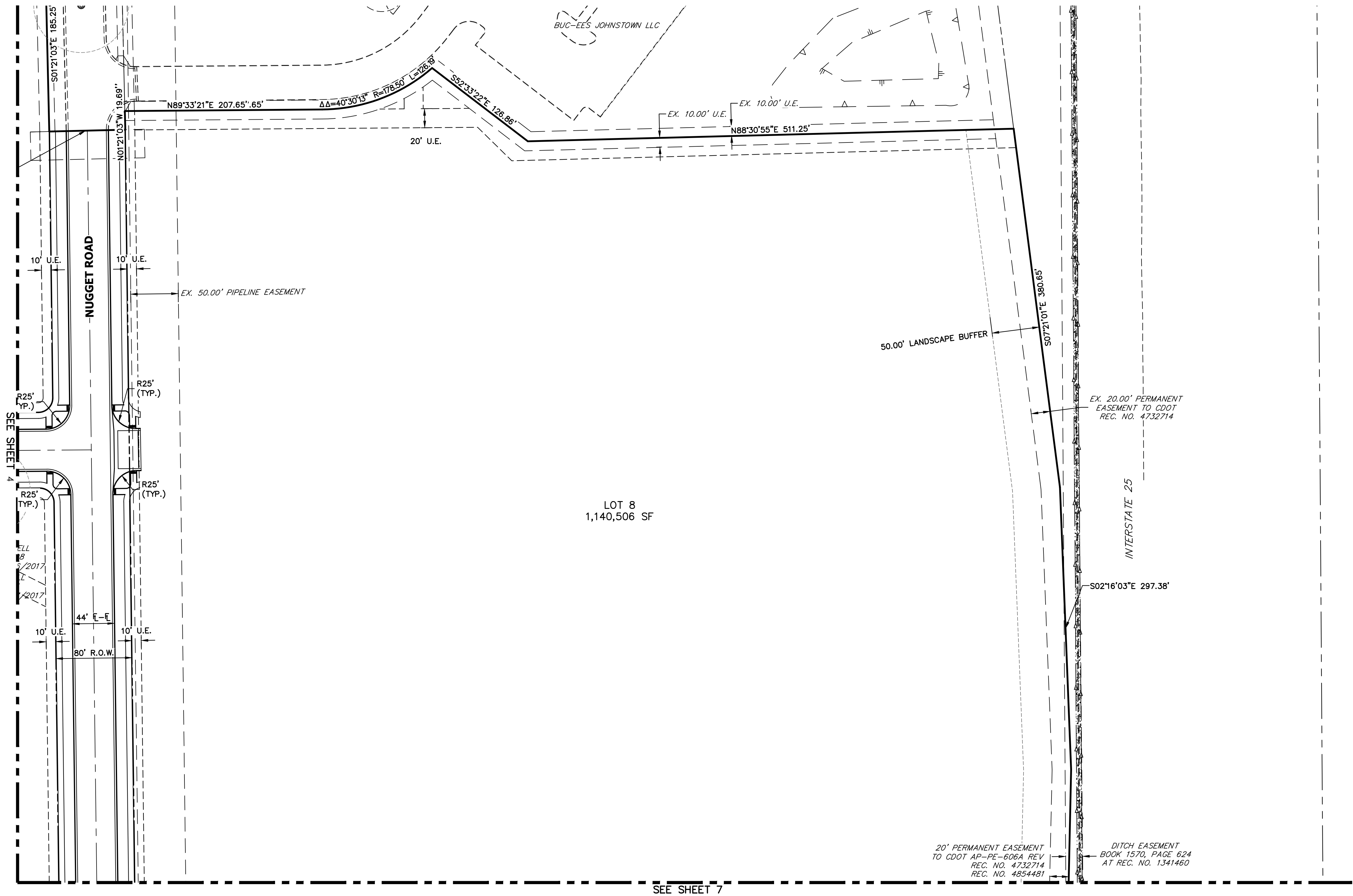
SHEET 4 OF 21



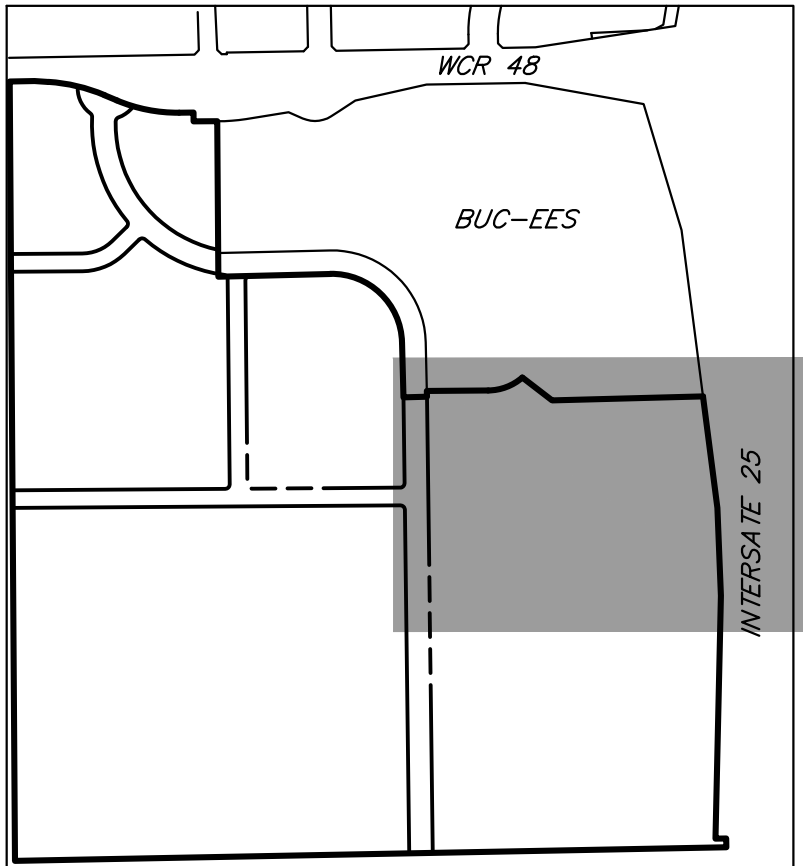
1. SEE SHEET 1 FOR GENERAL ABBREVIATIONS
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GRADING OF THE DEVELOPMENT.



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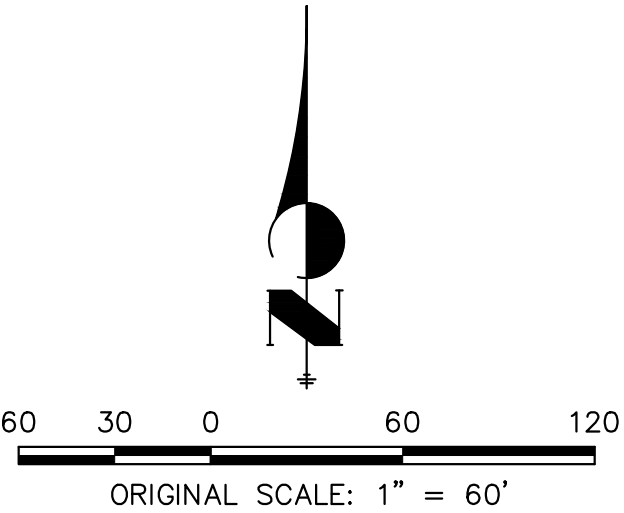


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SHEET TITLE

SITE PLAN

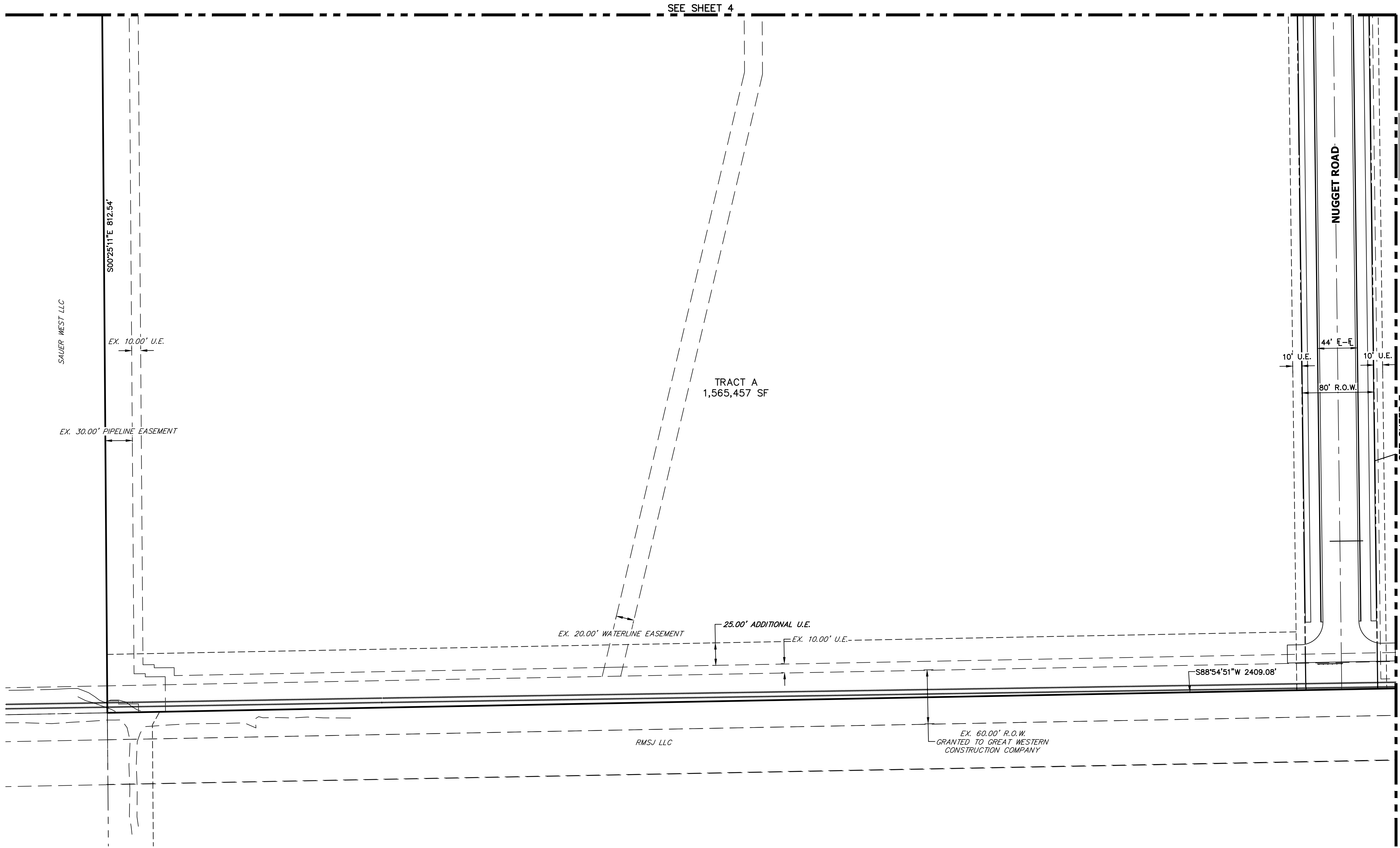
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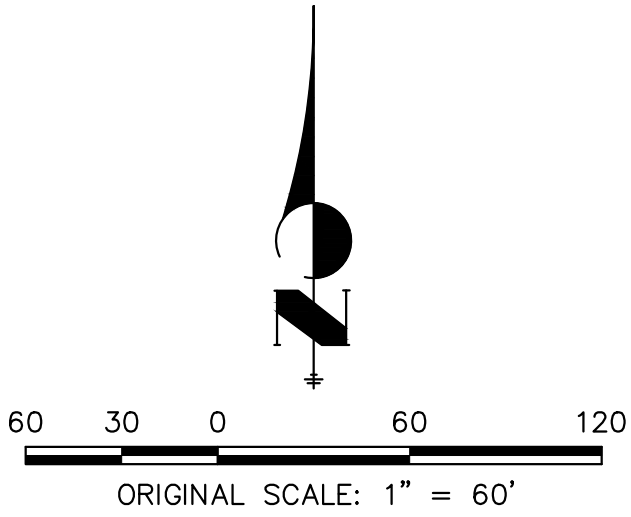
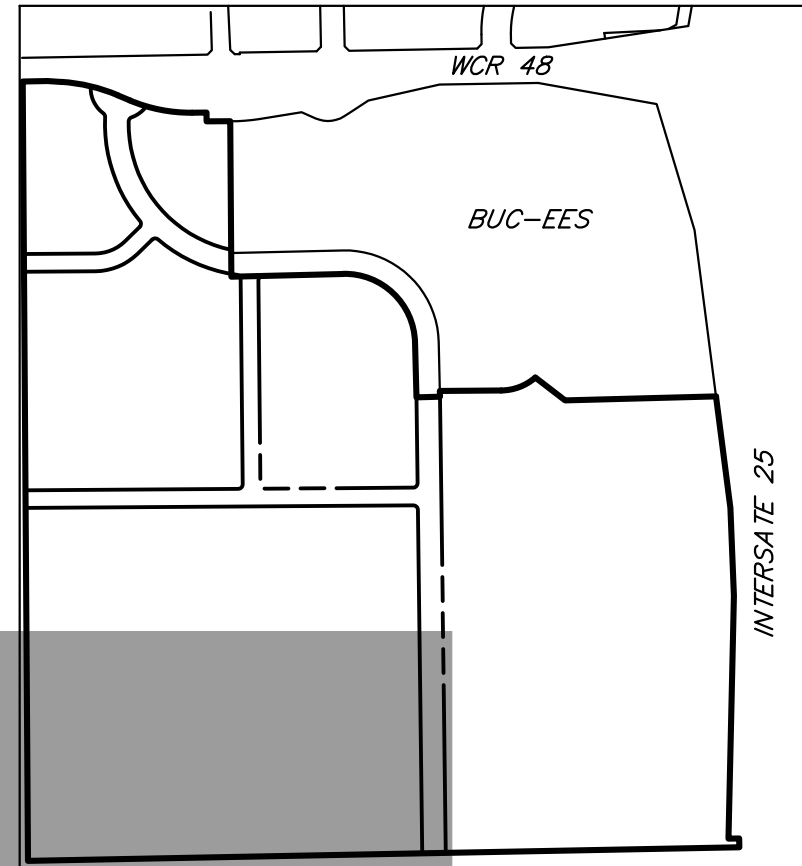
SHEET 5 OF 21

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- NOTES:**
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SHEET TITLE

SITE PLAN

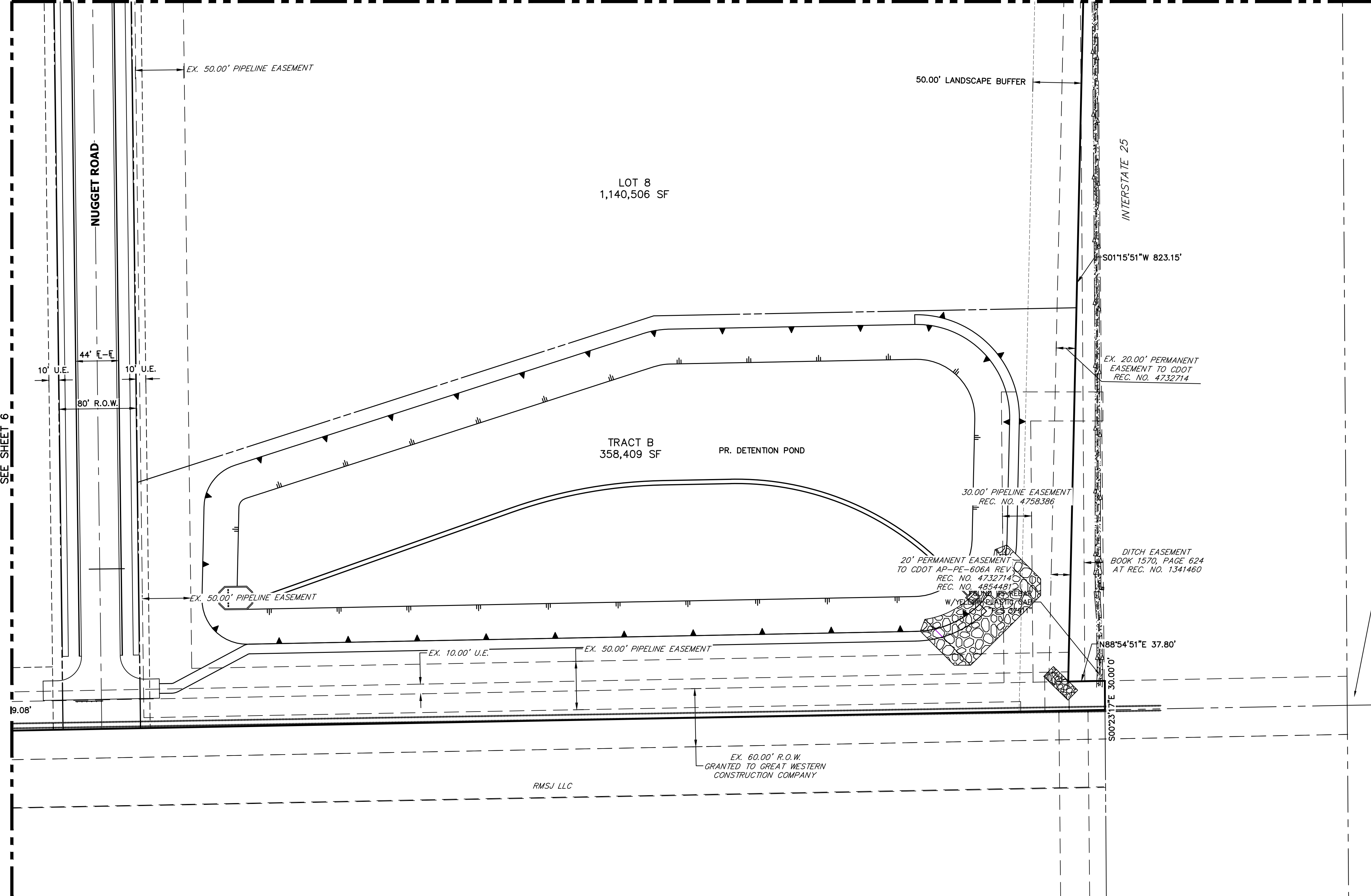
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C.5

SHEET 6 OF 21

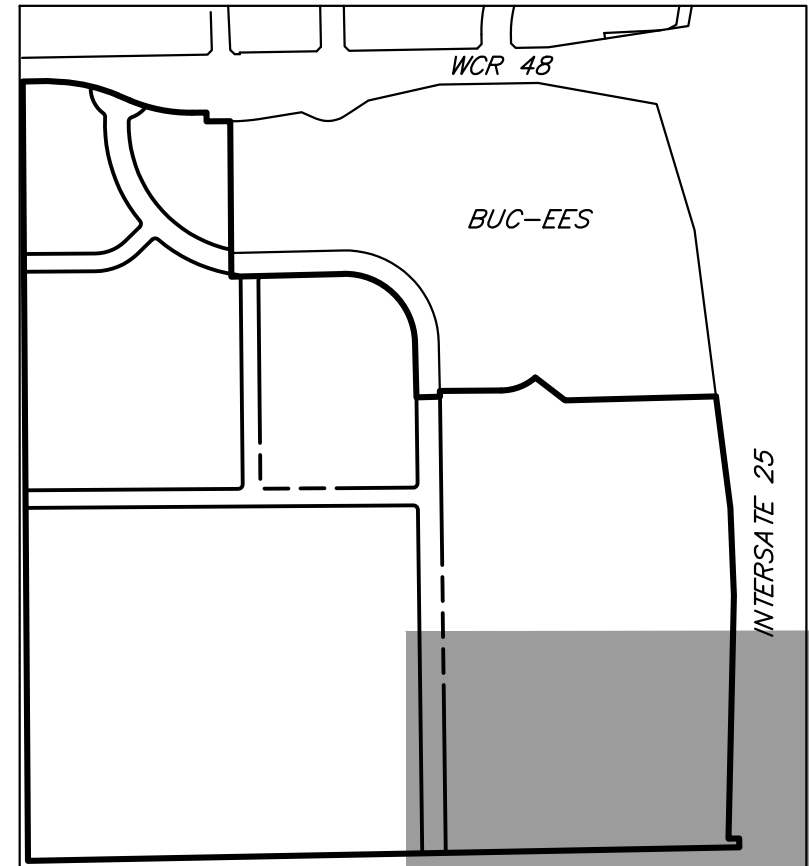
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SEE SHEET 5



SEE SHEET 6

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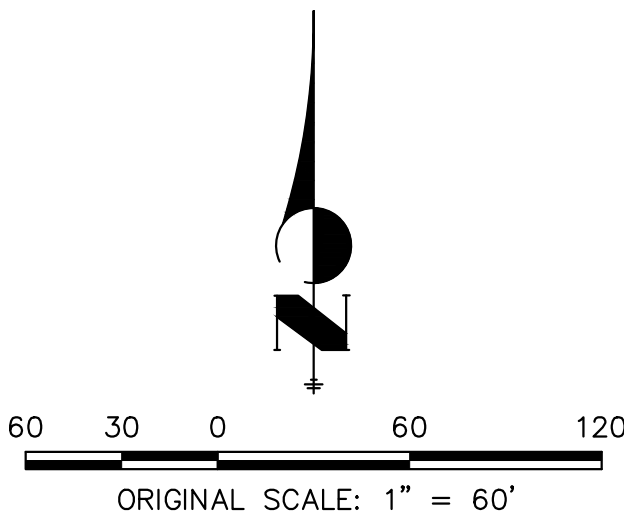
SHEET TITLE

SITE PLAN

SHEET NUMBER

C.6

SHEET 7 OF 21



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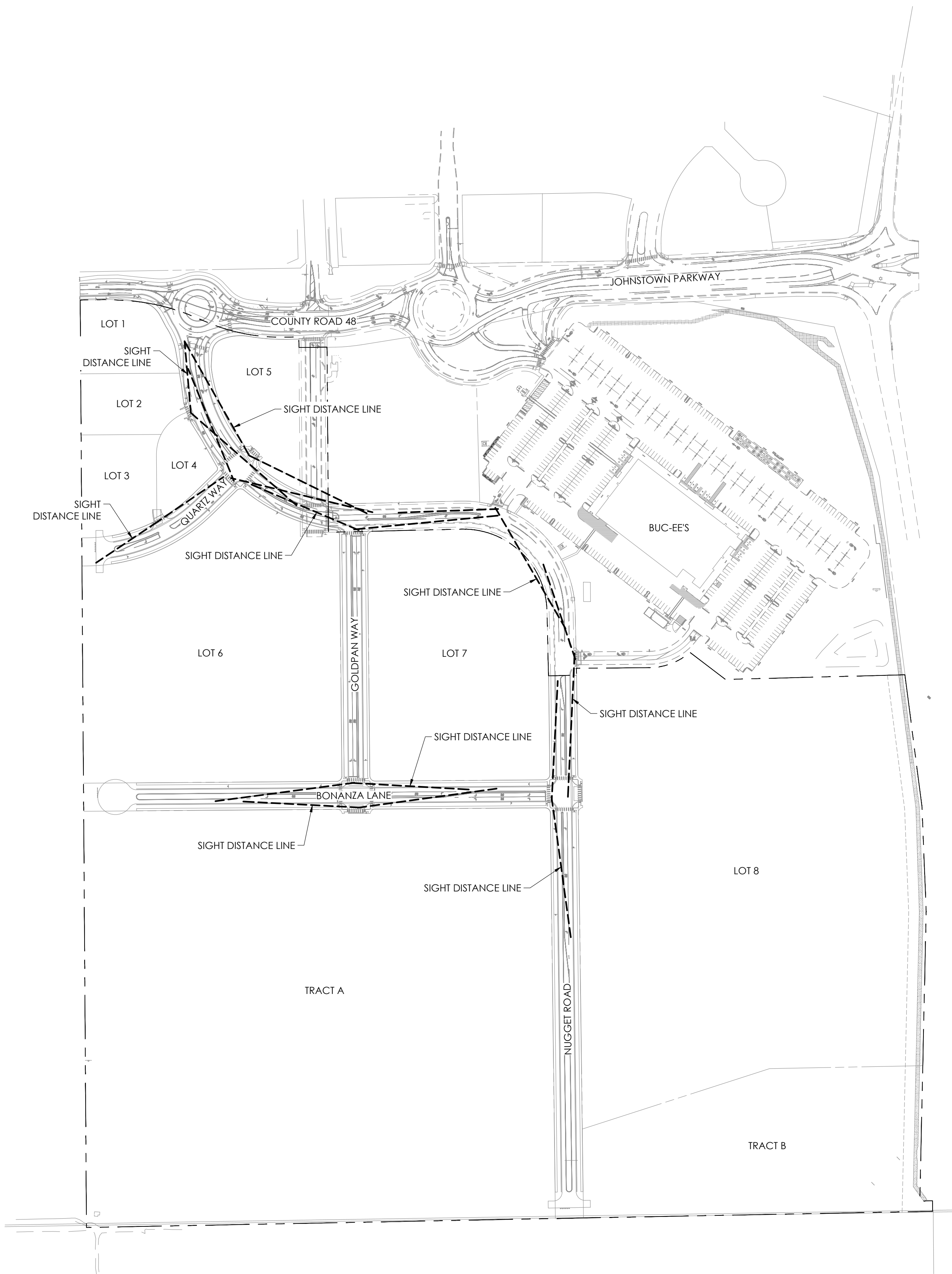
SHEET TITLE

SIGHT DISTANCE
PLAN

SHEET NUMBER

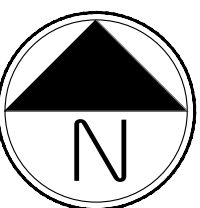
SD.1

SHEET 8 OF 21

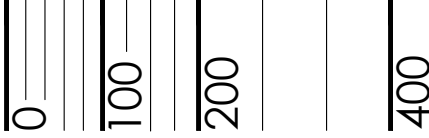


LEGEND

----- SIGHT DISTANCE LINE



Scale: 1"= 200'-0"



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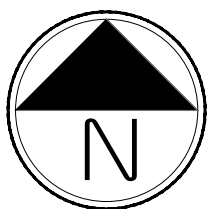
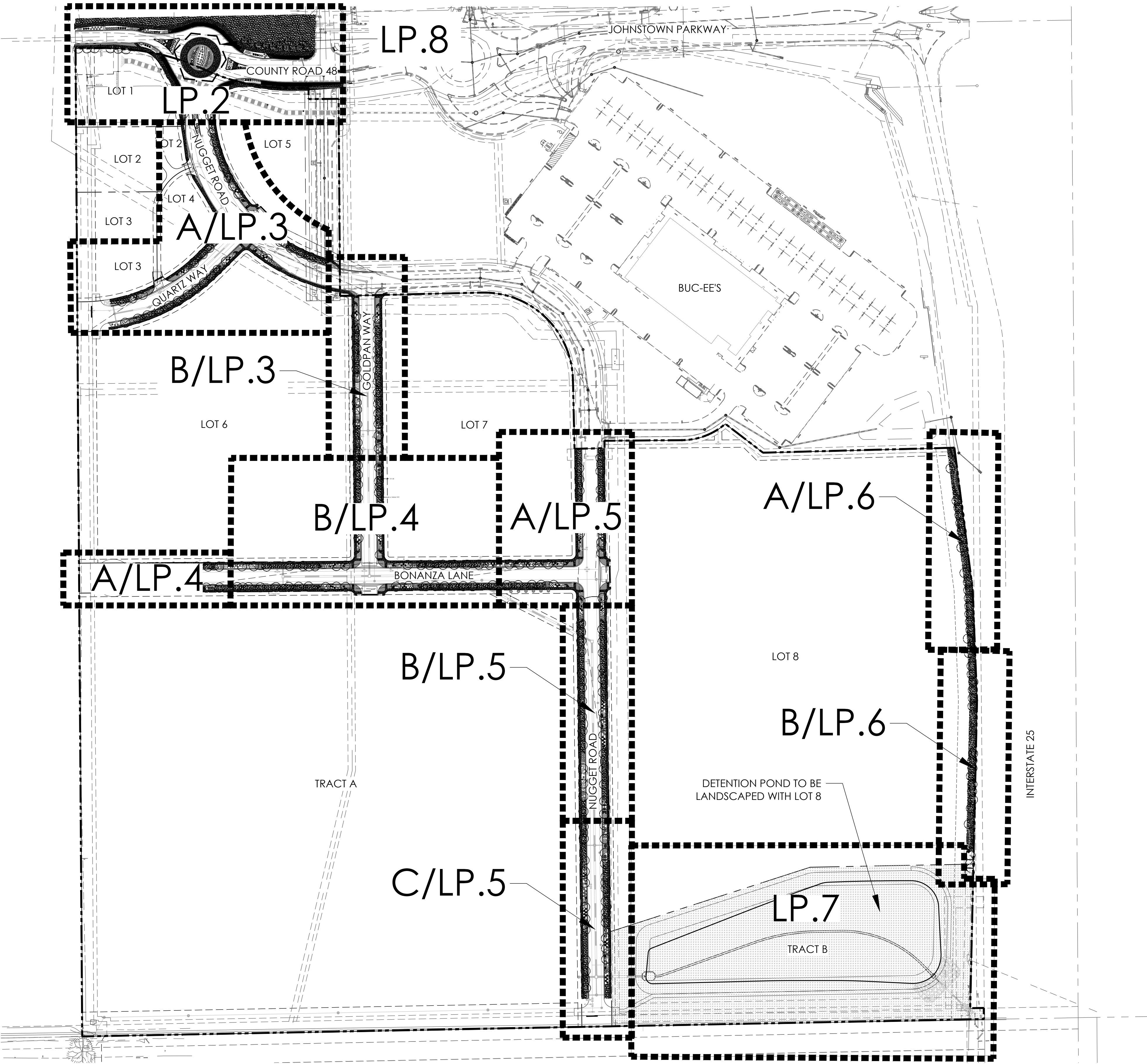
SHEET TITLE

OVERALL
LANDSCAPE PLAN

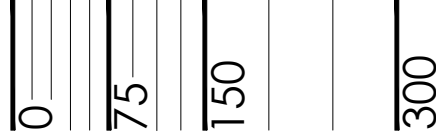
SHEET NUMBER

LP.1

SHEET 9 OF 21



Scale: 1"= 150'-0"



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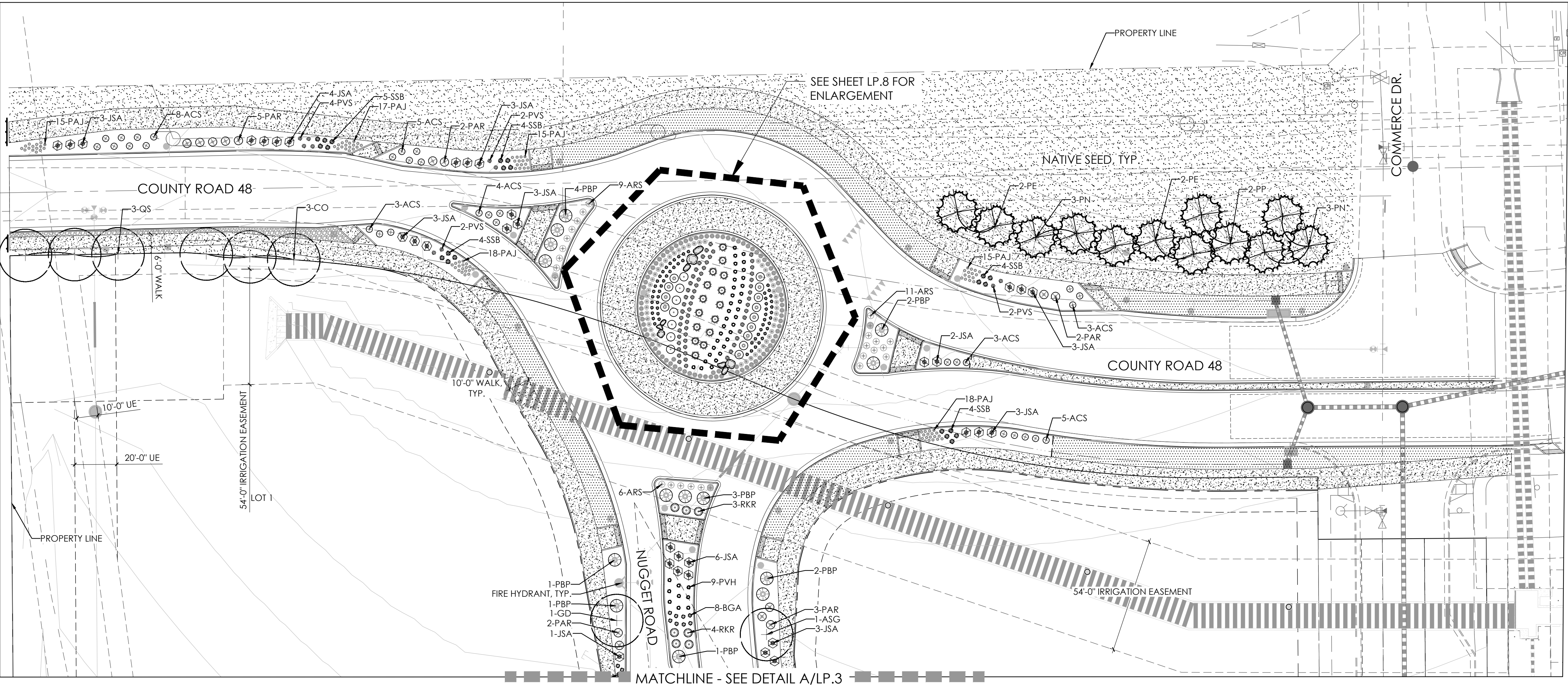
SHEET TITLE

LANDSCAPE PLAN

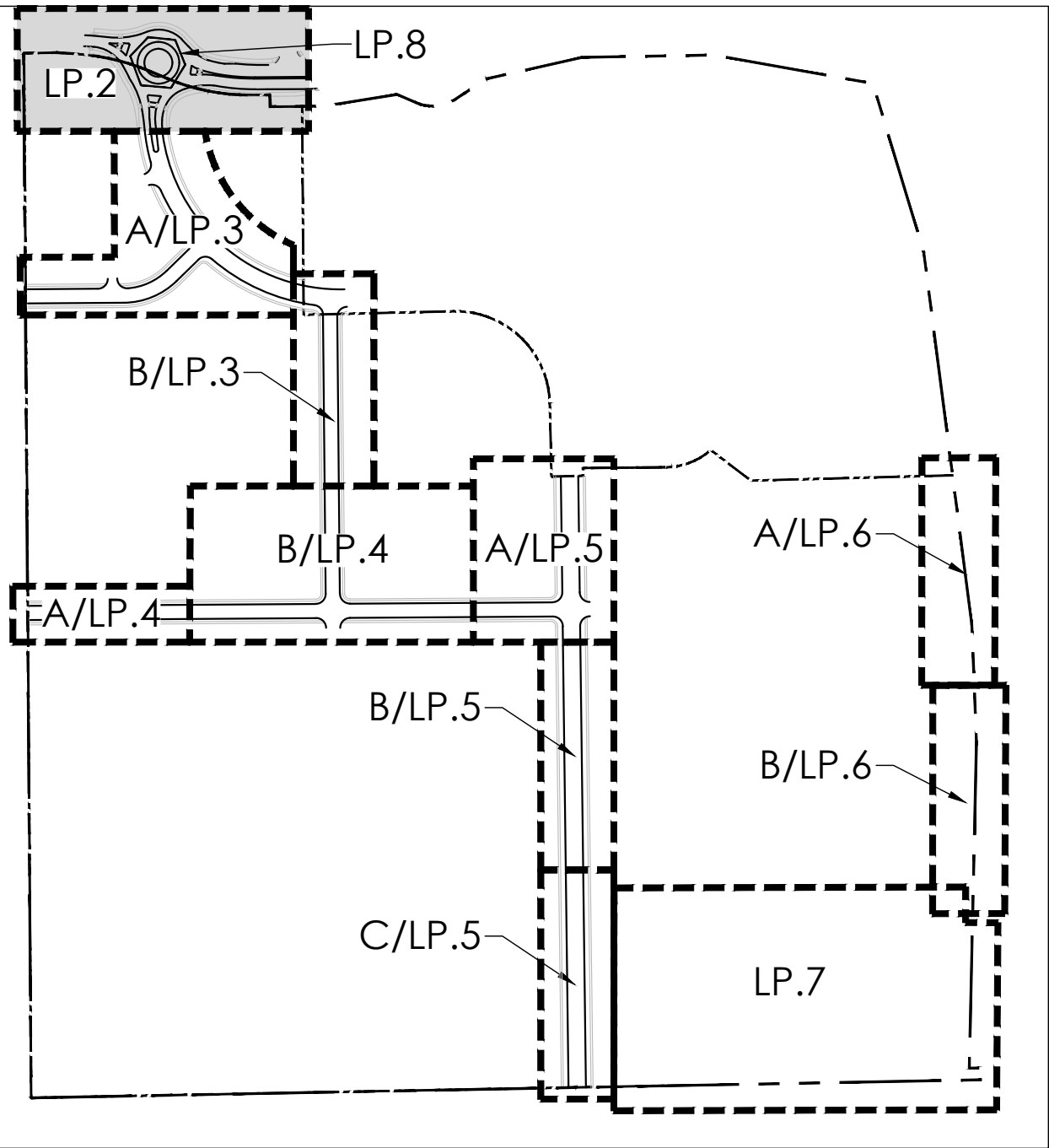
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LP.2

SHEET 10 OF 21

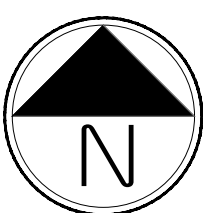


KEYMAP



LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 30'-0"



WELTY RIDGE SUBDIVISION - FILING NO. 2
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SHEET TITLE

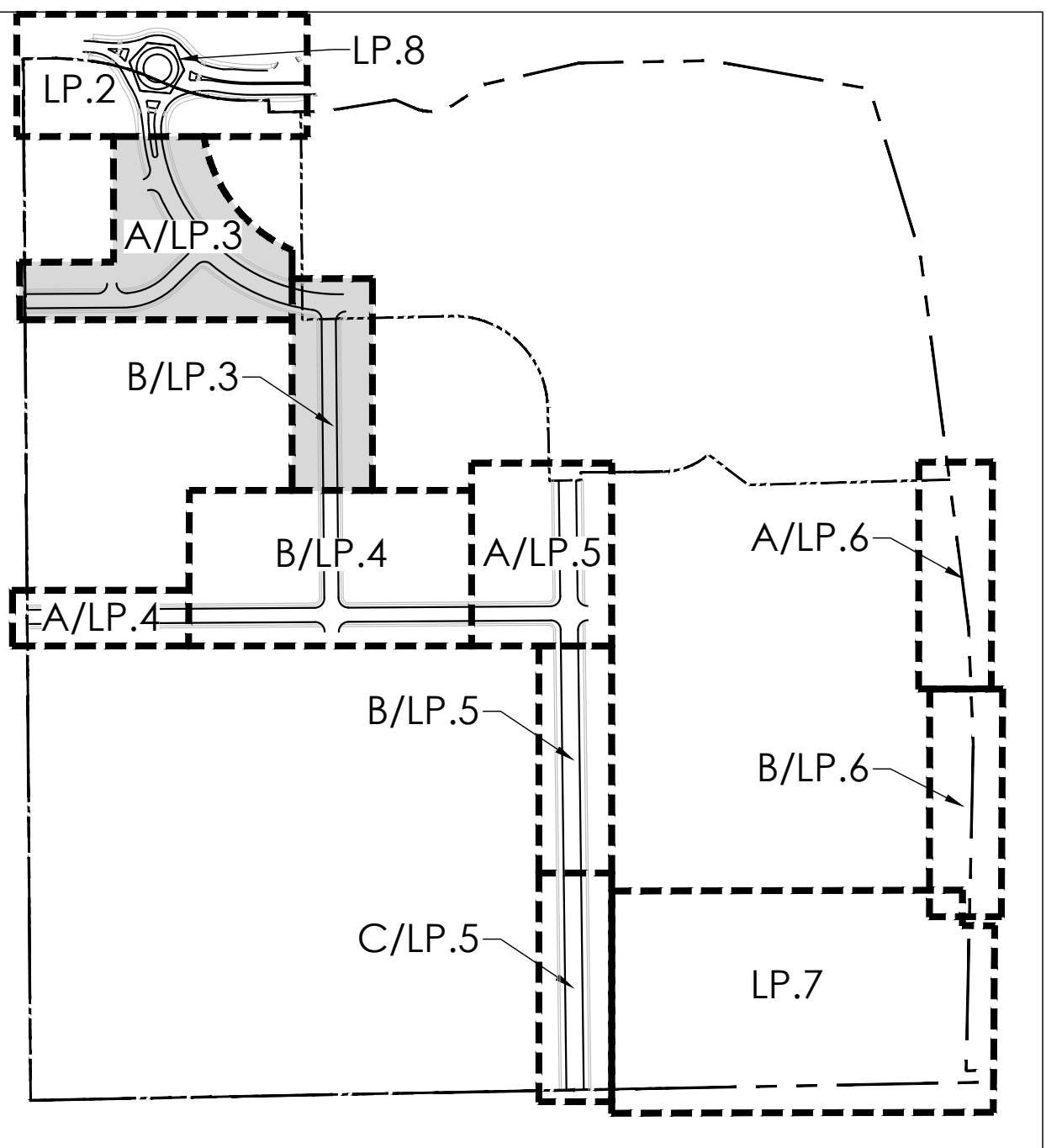
LANDSCAPE PLAN

SHEET NUMBER

LP.3

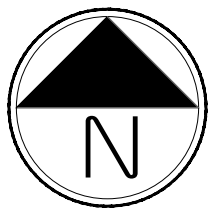
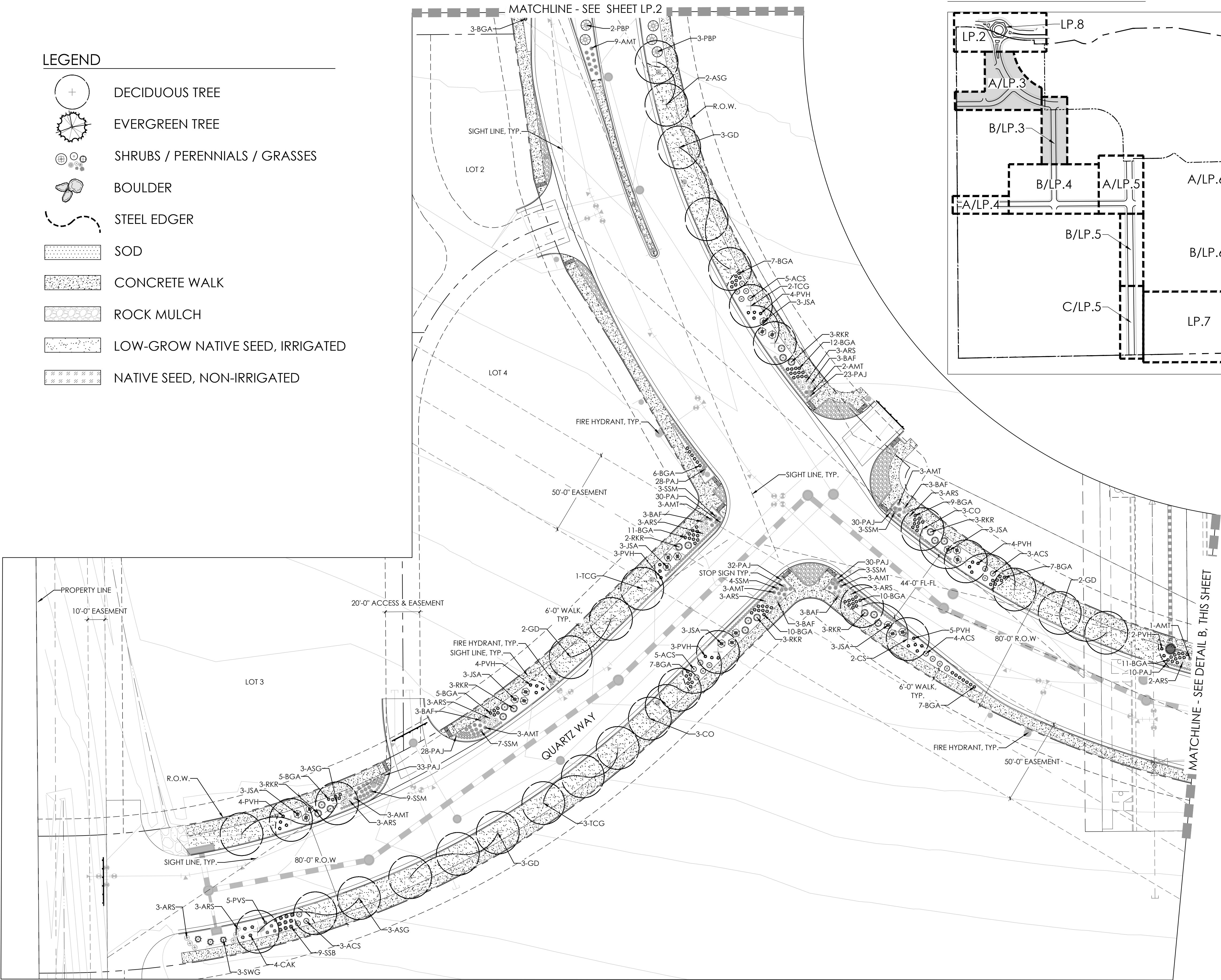
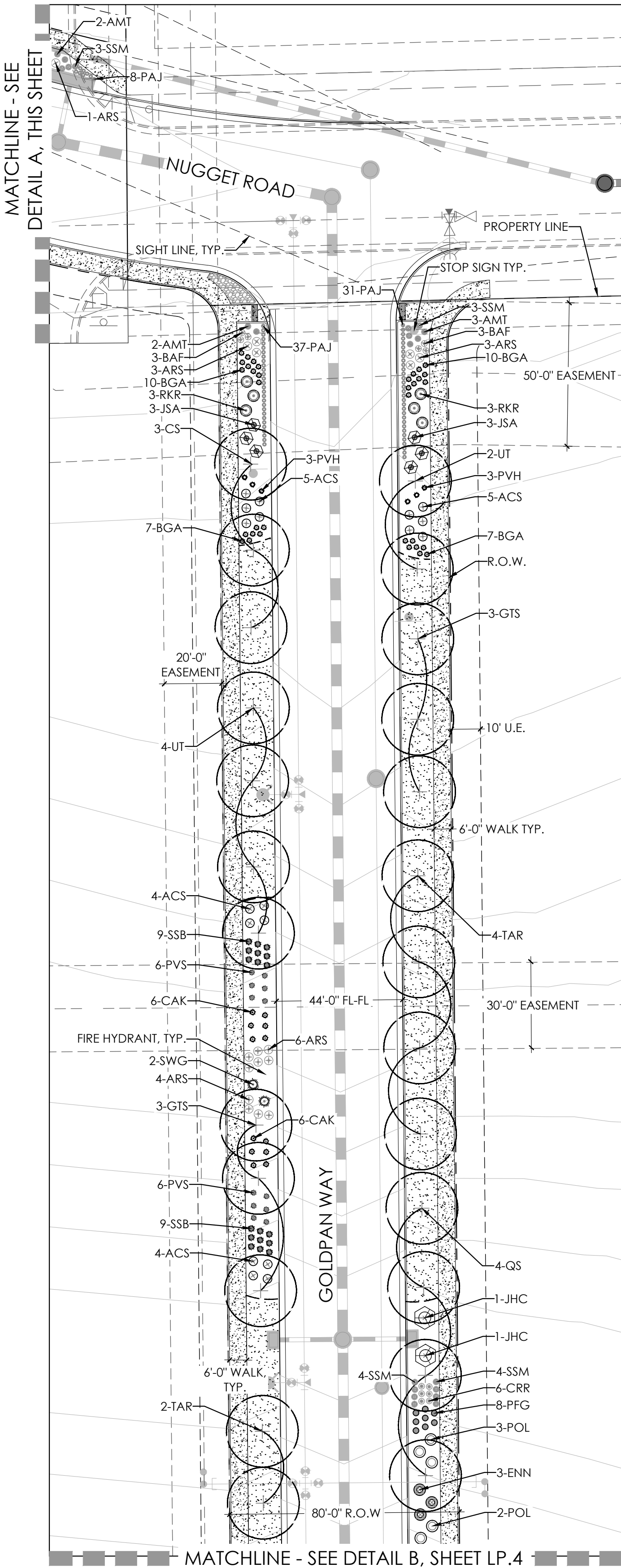
SHEET 11 OF 21

KEYMAP

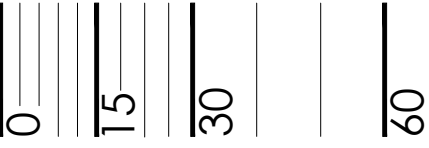


LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 30'-0"



B

A

WELTY RIDGE SUBDIVISION - FILING NO. 2

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

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SHEET TITLE

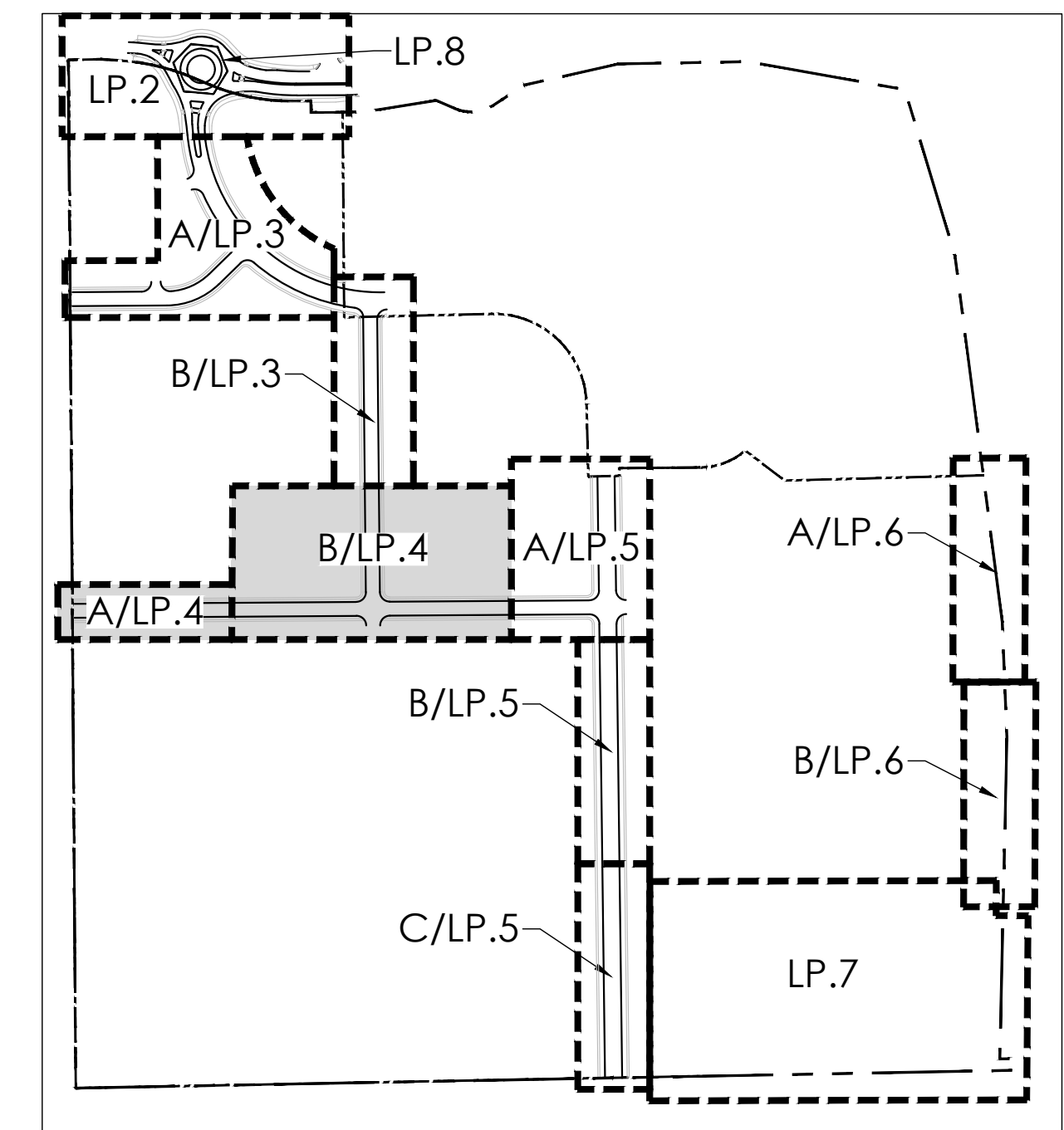
LANDSCAPE PLAN

SHEET NUMBER

LP.4

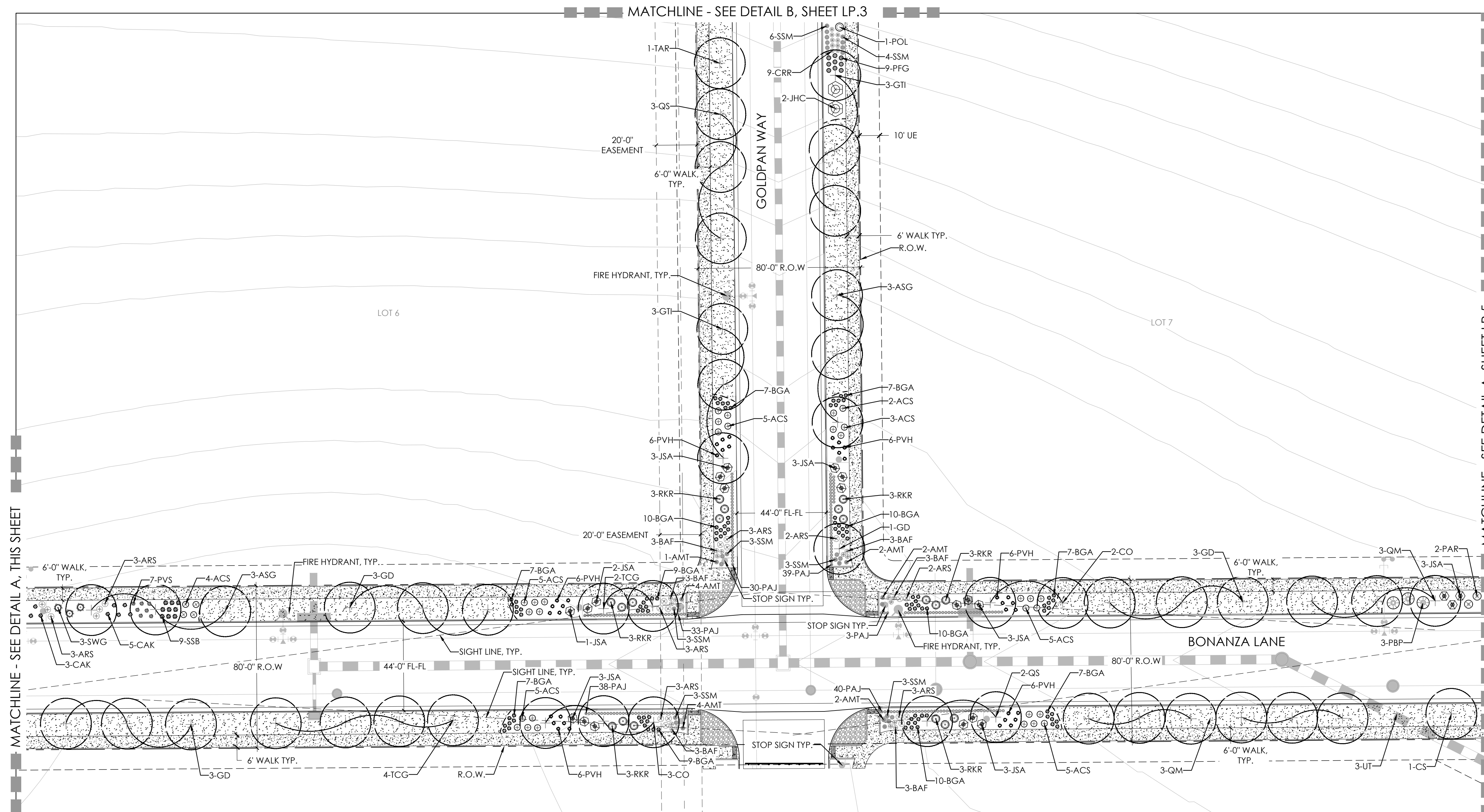
SHEET 12 OF 21

KEYMAP

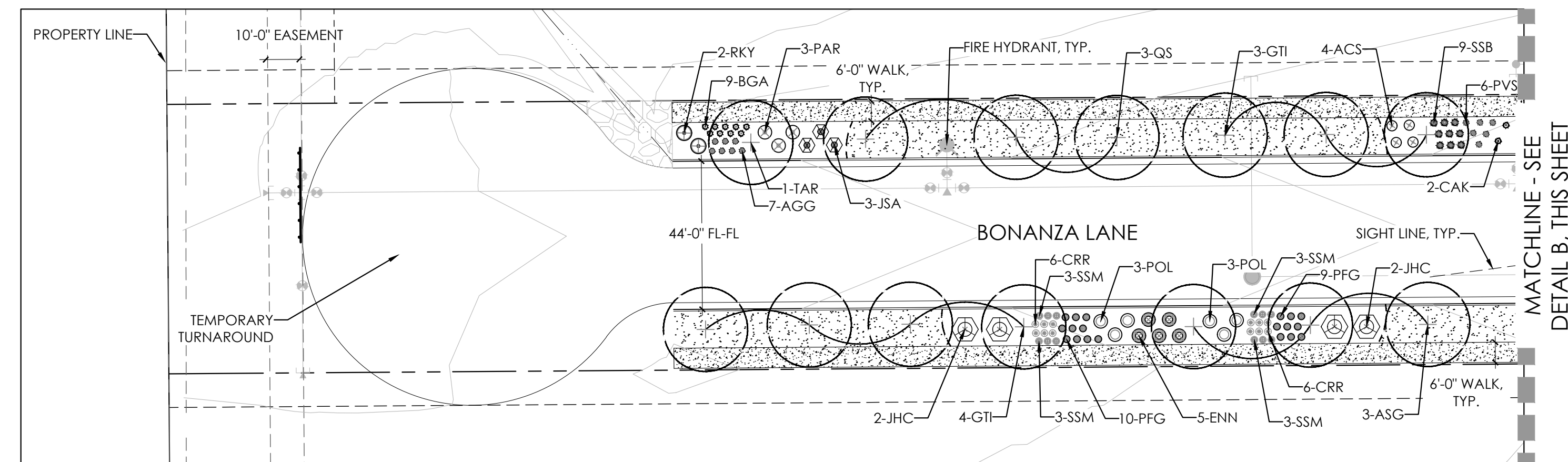


LEGEND

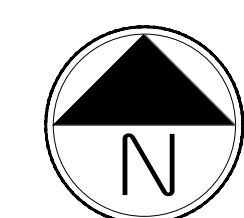
- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



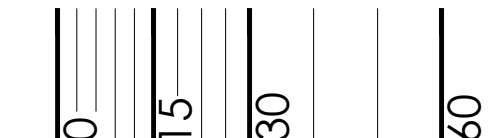
B



A



Scale: 1"= 30'-0"



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FINAL DEVELOPMENT PLAN

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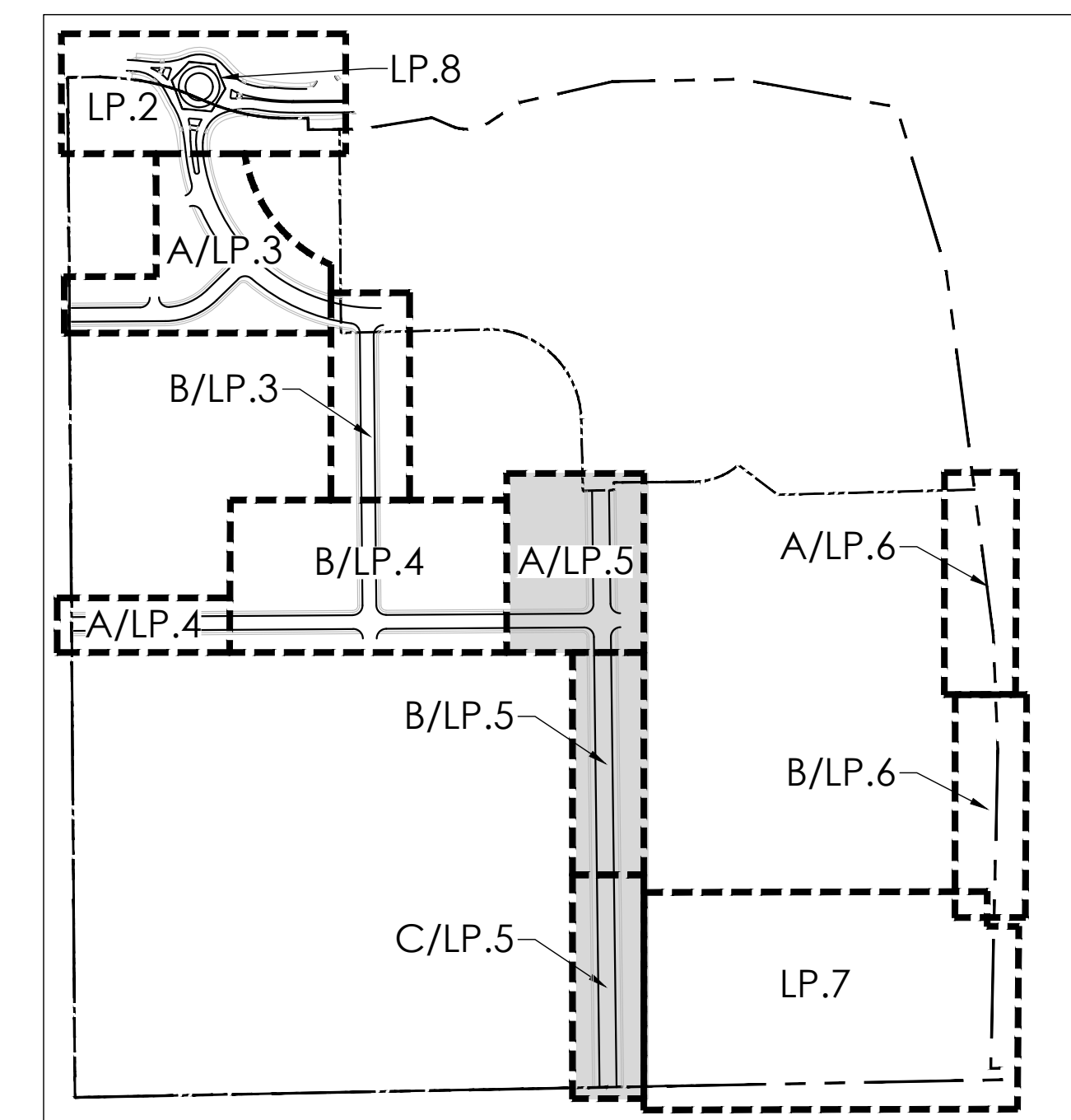
LANDSCAPE PLAN

SHEET NUMBER

LP.5

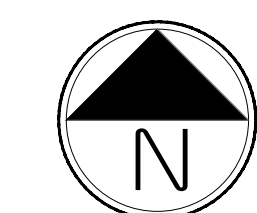
SHEET 13 OF 21

KEYMAP

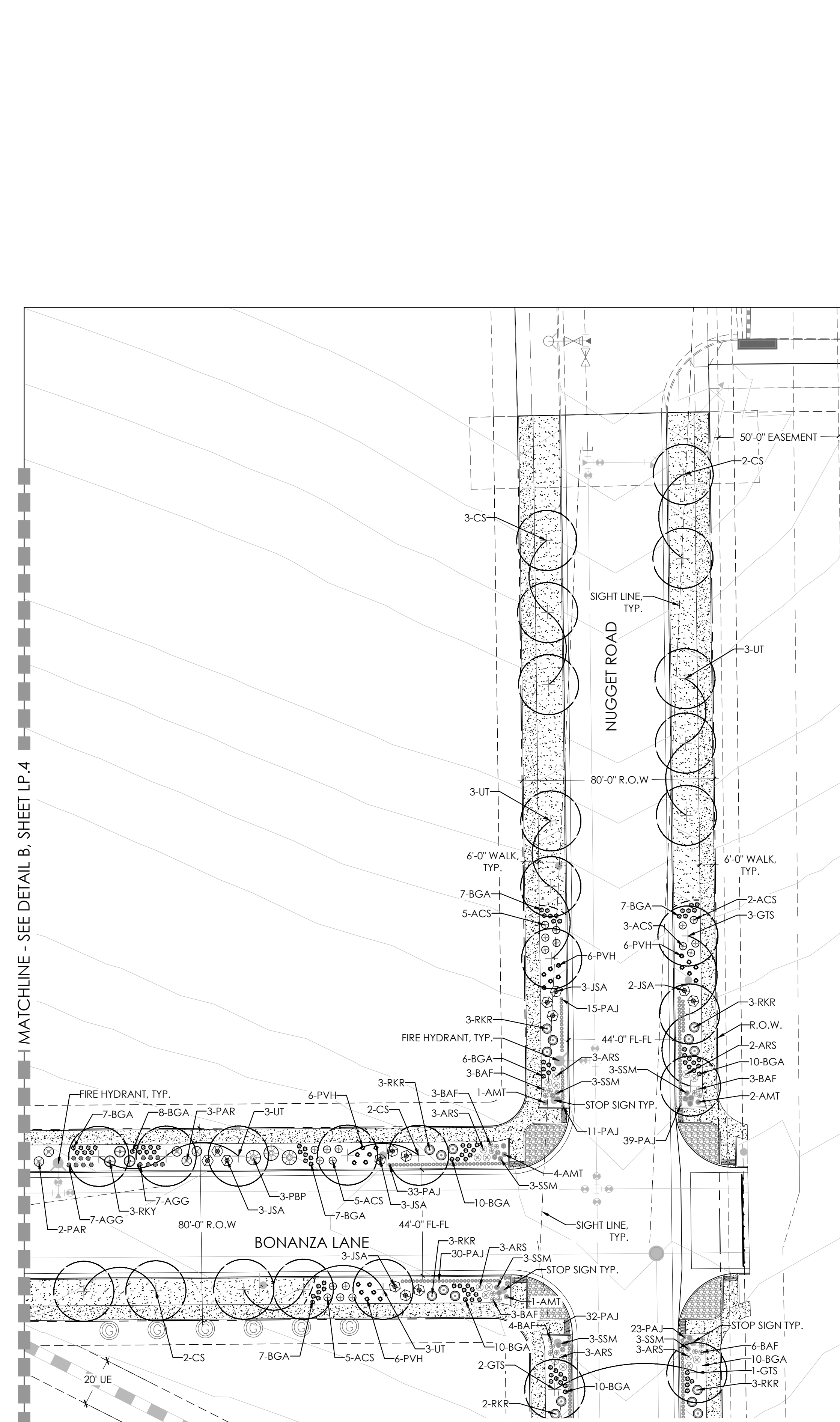
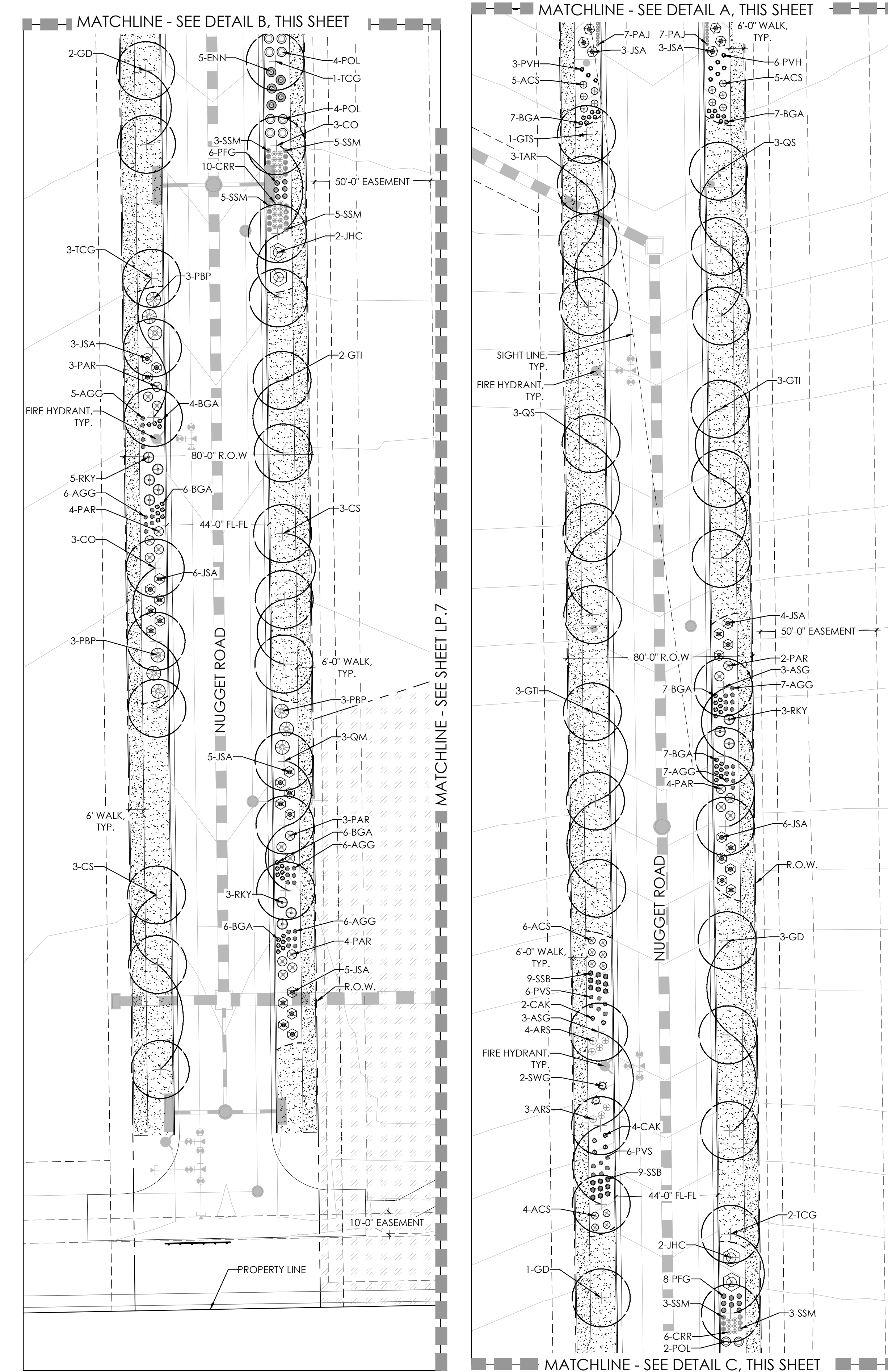
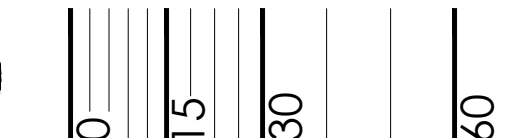


LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 30'-0"



C

A

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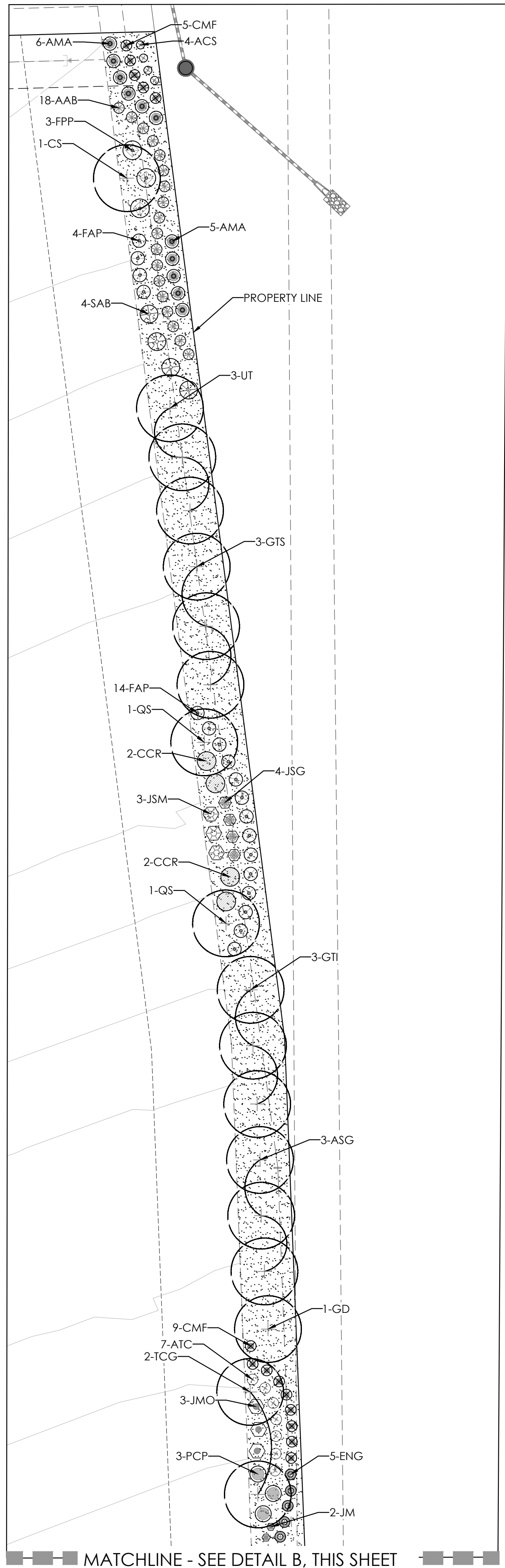
SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

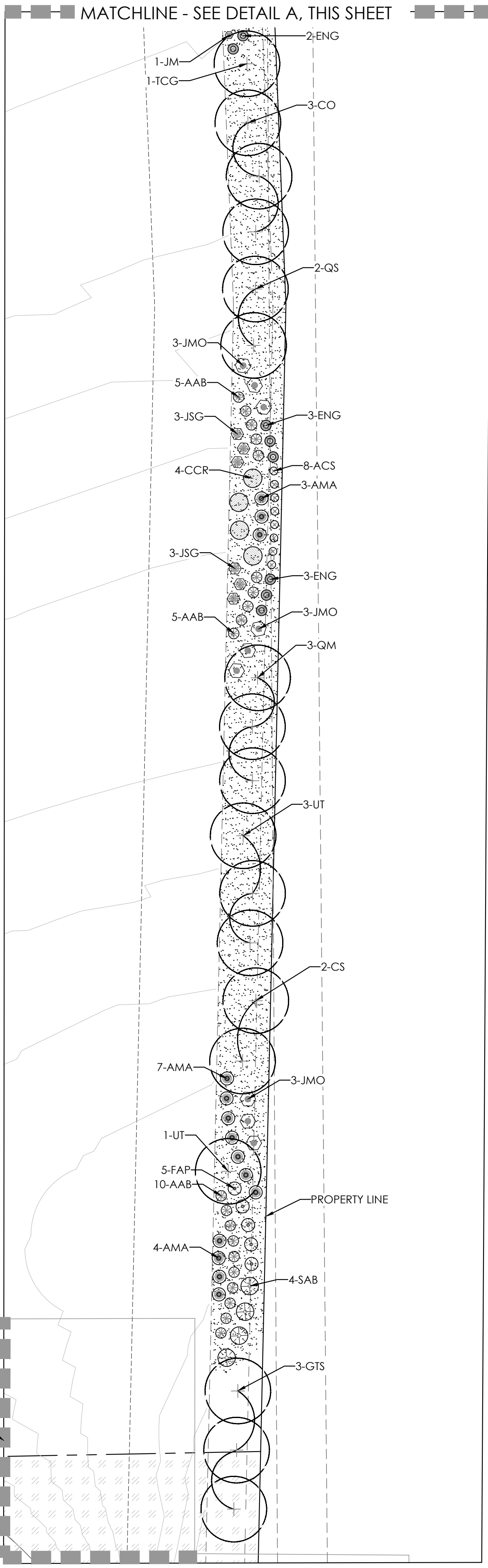
LP.6

SHEET 14 OF 21



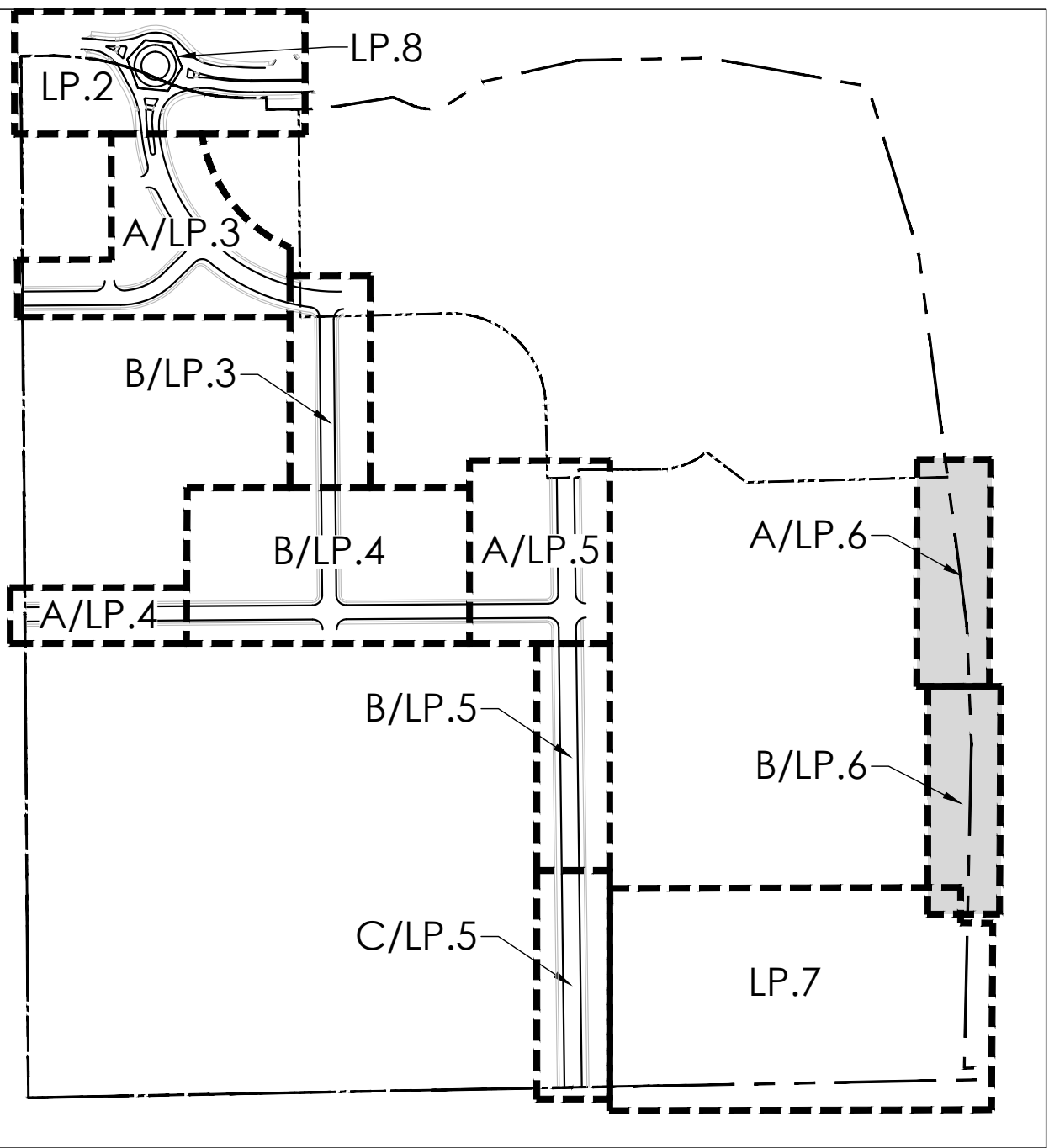
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MATCHLINE - SEE SHEET LP.7



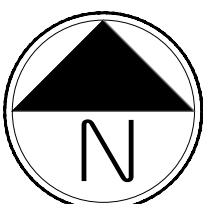
B

KEYMAP



LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 30'-0"



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SHEET TITLE

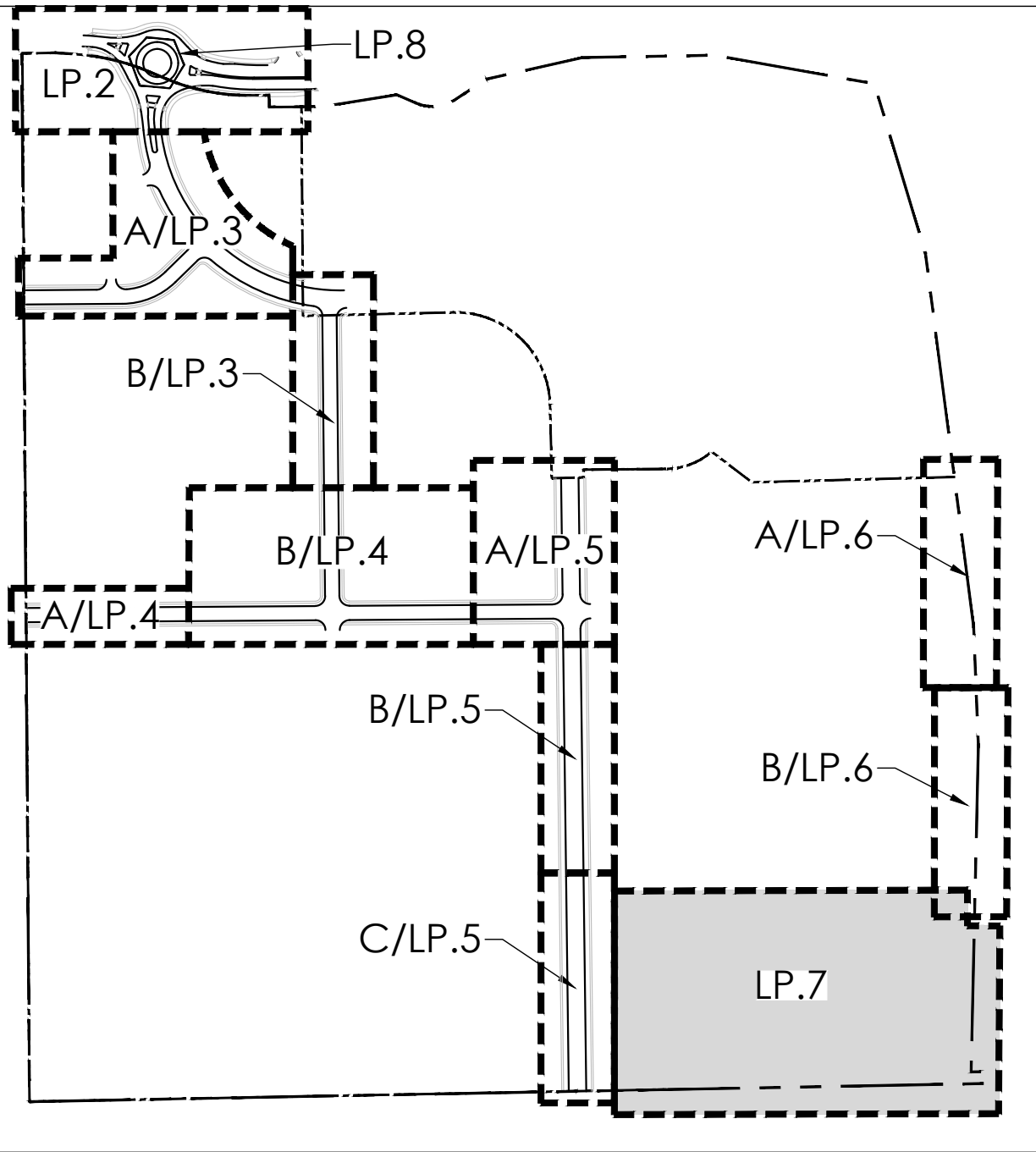
LANDSCAPE PLAN

SHEET NUMBER

LP.7

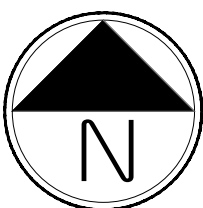
SHEET 15 OF 21

KEYMAP

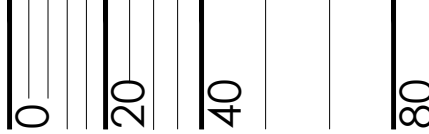


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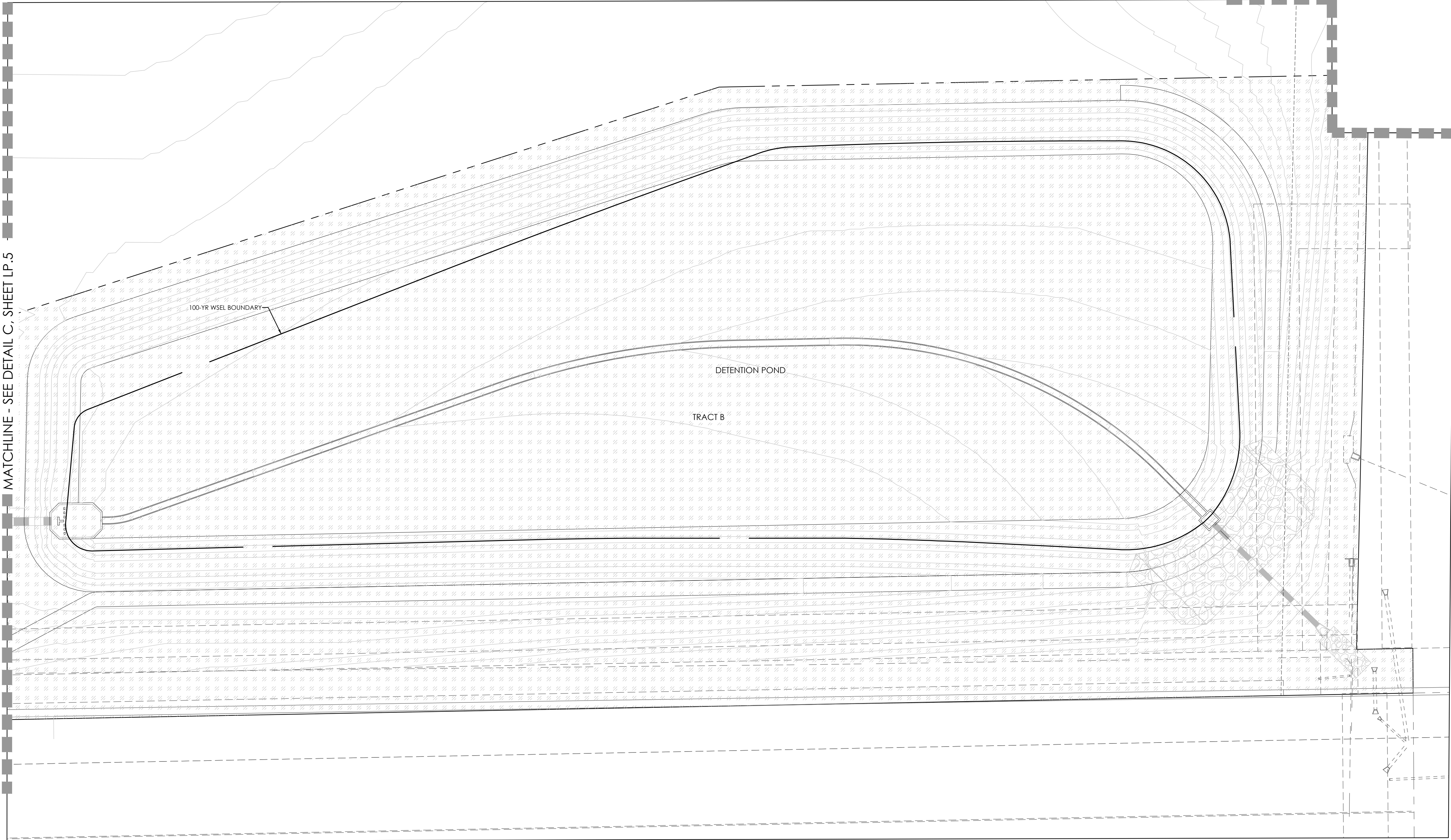
- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 40'-0"



MATCHLINE - SEE DETAIL B, SHEET LP.6



MATCHLINE - SEE DETAIL C, SHEET LP.5

100-YR WSEL BOUNDARY

DETENTION POND

TRACT B

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02-01-2024

SHEET TITLE

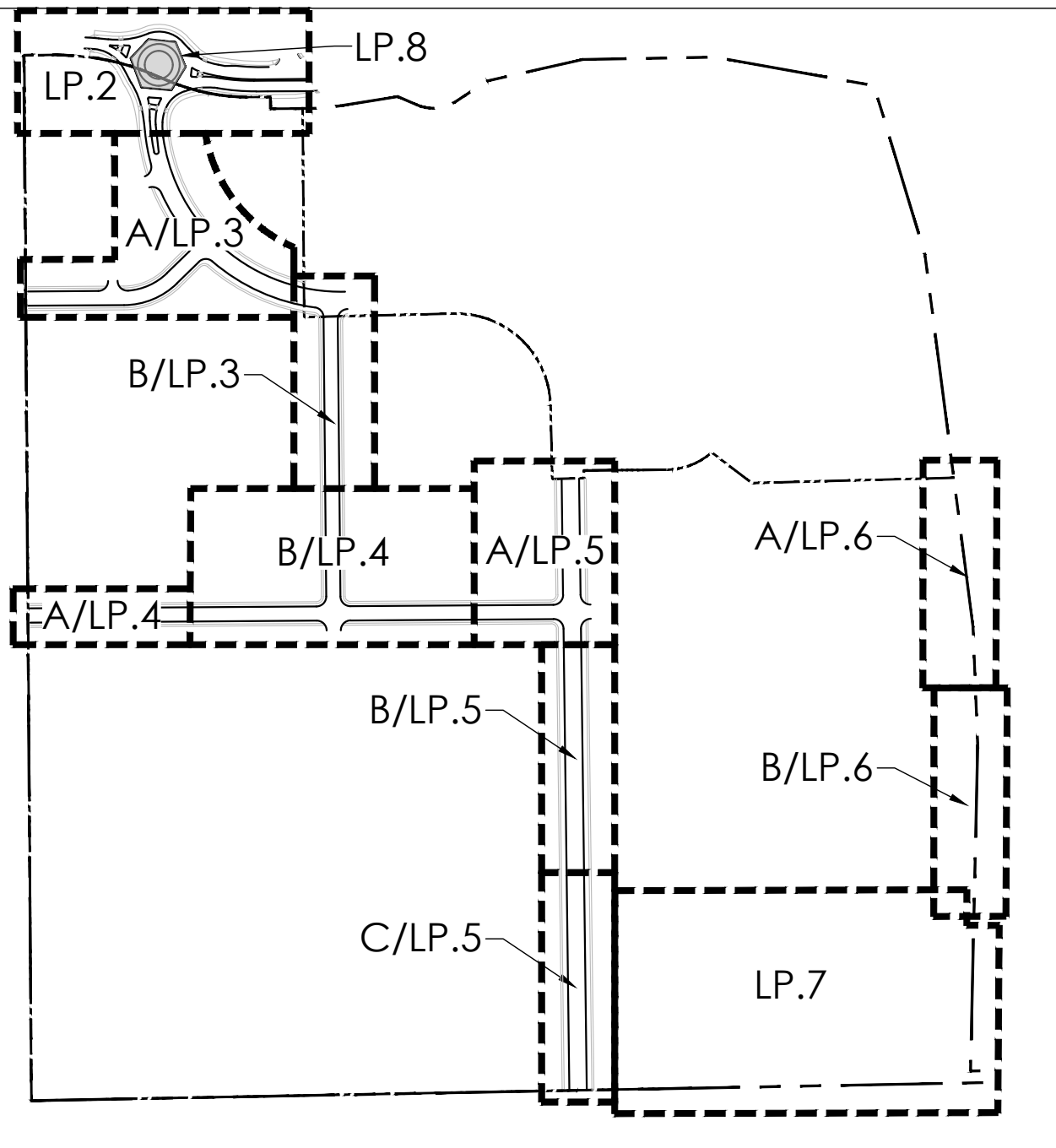
LANDSCAPE PLAN

SHEET NUMBER

LP.8

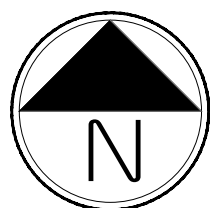
SHEET 16 OF 21

KEYMAP

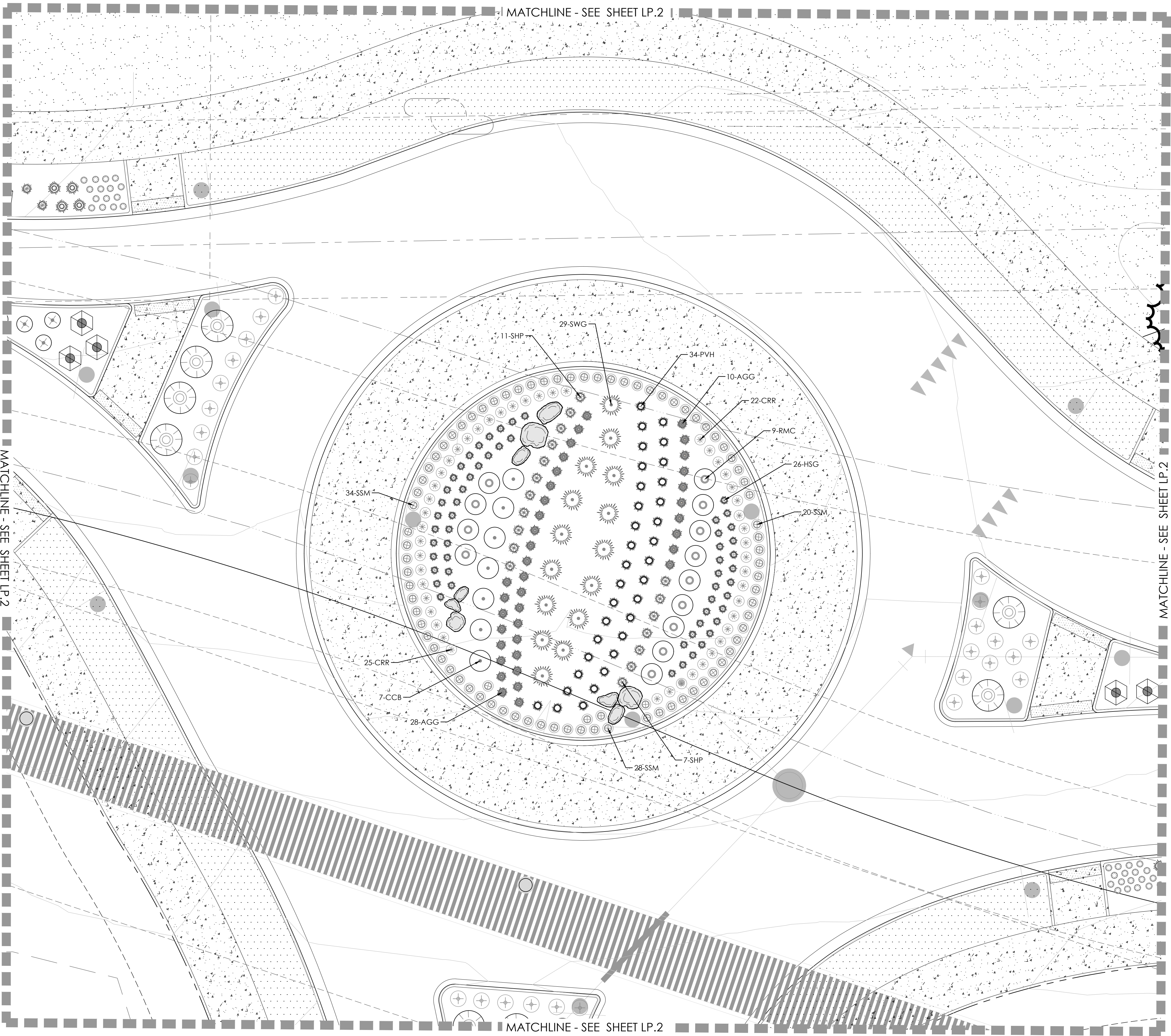
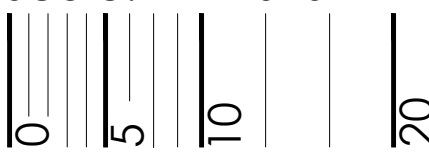


LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS / PERENNIALS / GRASSES
- BOULDER
- STEEL EDGER
- SOD
- CONCRETE WALK
- ROCK MULCH
- LOW-GROW NATIVE SEED, IRRIGATED
- NATIVE SEED, NON-IRRIGATED



Scale: 1"= 10'-0"



WELTY RIDGE SUBDIVISION - FILING NO. 2

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

NOT FOR CONSTRUCTION



Know what's below.
Call before you dig.



PROJECT NAME

WELTY RIDGE SUBDIVISION
FILING NO. 2
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

08-11-2023

REVISION DATE:

10-19-2023

12-11-2023

02-01-2024

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

LN.1

SHEET 17 OF 21

LANDSCAPE DESIGN INTENT STATEMENT

THE LANDSCAPE DESIGN FOR WELTY RIDGE SUBDIVISION - FILING NO.2 IS INTENDED TO ESTABLISH A UNIQUE SENSE OF PLACE, WHICH REFLECTS THE CHARACTER AND QUALITIES OF THE COLORADO PLAINS. NATIVE AND XERIC PLANT SPECIES HAVE BEEN SELECTED TO FULFILL THIS INTENT. PLANT MATERIAL AND LANDSCAPE FEATURES ARE ARRANGED FOR MAXIMUM VISUAL IMPACT WITH MINIMAL WATER WASTE AND SIMPLE MAINTENANCE.

LANDSCAPE NOTES

- THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO WELTY RIDGE SUBDIVISION - FILING NO.2. STANDARDS FOR FUTURE FILINGS MAY VARY.
- LOW AND MODERATE WATER-CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
- TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS. NO TREE OR SHRUBS WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
- SIGHT DISTANCE TRIANGLES SHALL BE PROVIDED PER LCUASS FIG. 7-16.
- SIGHT TRIANGLE MUST FALL WITHIN PUBLIC R.O.W., OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLES. DECIDUOUS TREES WITHIN SIGHT TRIANGLES SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS A MINIMUM OF 7' ABOVE THE ADJACENT GRADE.
- NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
- PLANT MATERIAL CONDITIONS AND QUANTITIES WILL CONFORM TO THE REQUIREMENTS OF THE WELTY RIDGE ODP. THEY WILL BE REVIEWED IN CONJUNCTION WITH THE FINAL PLATS AND FINAL DEVELOPMENT PLANS.
- DECIDUOUS STREET TREES SHALL NOT BE WITHIN 25' OF STREET LIGHTS.
- ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND AASHTO GUIDELINES.
- NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS OF ANY DRAINAGE SWALE OR CHANNEL, NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.
- SOIL AMENDMENTS SHALL MEET TOWN OF JOHNSTOWN LANDSCAPE REQUIREMENTS.
- NO LANDSCAPING OTHER THAN TURF GRASS SHALL BE INSTALLED WITHIN THREE (3) FEET OF A FIRE HYDRANT, INCLUDING OVERHEAD. THIS RESTRICTION INCLUDES ROCKS, FENCES, TREES, SHRUBS OR OTHER OBJECTS THAT MAY INTERFERE WITH FIREFIGHTER ACCESS TO EFFECTIVELY OPERATE THE FIRE HYDRANT.
- ANY LANDSCAPE IRRIGATION SYSTEM TO THE PUBLIC WATER SYSTEM MUST BE MADE WITH STANDARD SERVICE TAP, CURB STOP, WATER METER, AND RP BACKFLOW PREVENTER LOCATED WITHIN 5' DOWNSTREAM OF THE WATER METER. THE CURB STOP, WATER METER, AND BACKFLOW PREVENTER SHALL BE LOCATED WITHIN THE PUBLIC R.O.W. OR WITHIN A WATER EASEMENT DEDICATED TO THE TOWN.

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
DECIDUOUS SHADE TREES				
ASG	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR, GREEN MOUNTAIN	2.5" CAL	B&B
CO	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2.5" CAL	B&B
CS	CATALPA SPECIOSA	CATALPA, WESTERN	2.5" CAL	B&B
GD	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5" CAL	B&B
GII	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2.5" CAL	B&B
GTS	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	HONEYLOCUST, SKYLINE	2.5" CAL	B&B
QM	QUERCUS MACROCARPA	OAK, BUR	2.5" CAL	B&B
QS	QUERCUS SHUMARDII	OAK, SHUMARD	2.5" CAL	B&B
TAR	TILIA AMERICANA 'REDMOND'	LINDEN, REDMOND	2.5" CAL	B&B
TCG	TILIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2.5" CAL	B&B
UT	ULMUS X TRIUMPH	ELM, TRIUMPH	2.5" CAL	B&B
EVERGREEN TREES				
PE	PINUS EDULIS	PINE, PINON	6' HT.	B&B
PN	PINUS NIGRA	PINE, AUSTRIAN	6' HT.	B&B
PP	PINUS PONDEROSA	PINE, PONDEROSA	6' HT.	B&B
EVERGREEN SHRUBS				
JHC	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	JUNIPER, BLUE CHIP	#5	CONT.
JSA	JUNIPERUS SABINA 'ARCADIA'	JUNIPER, ARCADIA	#5	CONT.
JSG	JUNIPERUS SCOPULORUM 'GRAY GLEAM'	JUNIPER, GRAY GLEAM	#7	CONT.
JM	JUNIPERUS MEDORA	JUNIPER, MEDORA	#7	CONT.
JSM	JUNIPERUS SCOPULORUM 'MOONGLOW'	JUNIPER, MOONGLOW	#7	CONT.
JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5	CONT.
DECIDUOUS SHRUBS				
AAB	ARONIA ARBUTIFOLIA 'BRILLANTISSIMA'	CHOKEBERRY, BRILLIANT RED	#5	CONT.
AMA	ARONIA MELANOCARPA 'AUTUMN MAGIC'	CHOKEBERRY, AUTUMN MAGIC BLACK	#5	CONT.
ACS	ARTEMISIA CANA	SAGEBRUSH, SILVER	#5	CONT.
ATC	ATRIPLEX CANESCENS	FOUR-WING SALTBRUSH	#5	CONT.
CCB	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	SPIREA, BLUE MIST	#5	CONT.
CMF	CHAMAEBATIARIA MILLEFOLIUM	FERNBUSH	#5	CONT.
CCR	COTINUS COGGYGRIA 'ROYAL PURPLE'	SMOKE TREE, ROYAL PURPLE	#5	CONT.
ENG	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. GLABRATA	RABBITBRUSH, TALL GREEN	#5	CONT.
ENN	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, DWARF BLUE	#5	CONT.
FAP	FALLUGIA PARADOXA	APACHE PLUME	#5	CONT.
FPP	FORESTIERA PUBESCENS VAR. PUBESCENS	PRIVET, NEW MEXICO	#5	CONT.
PAR	PEROVSKIA ATRIPLICIFOLIA	SAGE, RUSSIAN	#5	CONT.
PBP	PRUNUS PUMILA BESSEYI 'PAWNEE BUTTES'	CHERRY, CREEPING WESTERN SAND	#5	CONT.
PCP	PRUNUS X CISTENA	PLUM, PURPLE LEAF	#5	CONT.
POL	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL'	NINEBARK, LITTLE DEVIL	#5	CONT.
PFG	POTENTILLA FRUTICOSA 'GOLD STAR'	POTENTILLA, GOLD STAR	#5	CONT.
RKR	ROSA 'DOUBLE KNOCK OUT'	ROSE, DOUBLE KNOCK OUT	#5	CONT.
RKY	ROSA 'SUNNY KNOCK OUT'	ROSE, SUNNY KNOCK OUT	#5	CONT.
RMC	ROSA 'MEIDILAND CORAL'	ROSE, CORAL MEIDILAND	#5	CONT.
SAB	SHEPHERDIA ARGENTEA	SILBER BUFFALOBERRY	#5	CONT.
PERENNIALS				
AMT	ACHILLEA MILLEFOLIUM 'TERRA COTTA'	YARROW, TERRA COTTA	#1	CONT.
ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	#1	CONT.
BAF	BAPTISIA AUSTRALIS	FALSE INDIGO	#1	CONT.
CRR	CENTRANTHUS RUBER	VALERIAN, RED	#1	CONT.
PAJ	PAPAVER ORIENTALE 'PRINCE OF ORANGE'	POPPY, ORANGE ORIENTAL	#1	CONT.
SSM	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT PURPLE SALVIA	#1	CONT.
ORNAMENTAL GRASSES				
AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1	CONT.
BGA	BOUTELOUA GRACILIS 'BLOND AMBITION' PP 22048	BLOND AMBITION GRAMA GRASS	#1	CONT.
CAK	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	#1	CONT.
HSO	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1	CONT.
PVH	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	#1	CONT.
PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH RED SWITCH GRASS	#1	CONT.
SSB	SCHIZACHYRIUM SCOPARIUM (THE BLUES)	LITTLE BLUESTEM GRASS, THE BLUES	#1	CONT.
SHP	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED GRASS	#1	CONT.
SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1	CONT.

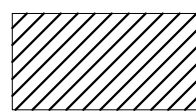
PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRIUM SCOPARIUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*

PBSI LOW GROW SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
7.5	AGROPYRON CRISTATUM	EPHRAIM CRESTED WHEATGRASS
6.25	FESTUCA OVINA	SHEEP FESCUE
5	LOLIUM PERENNE	PERENNIAL RYE
3.75	FESTUCA RUBRA	CHEWINGS FESCUE
2.5	POA COMPRESSA	CANADA BLUEGRASS
TOTAL:25		
*ALWAYS INCLUDE THESE KEY SPECIES, MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX.		
**1/4 LBS MIN. PER SPECIES ORDER		

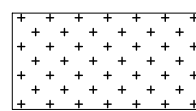
LANDSCAPE AREA LEGEND



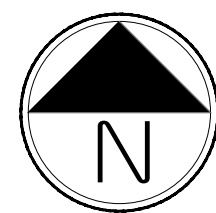
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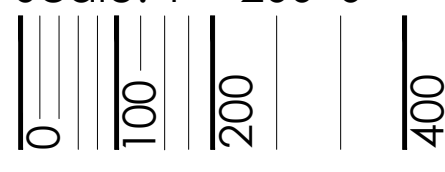
STREETSCAPE



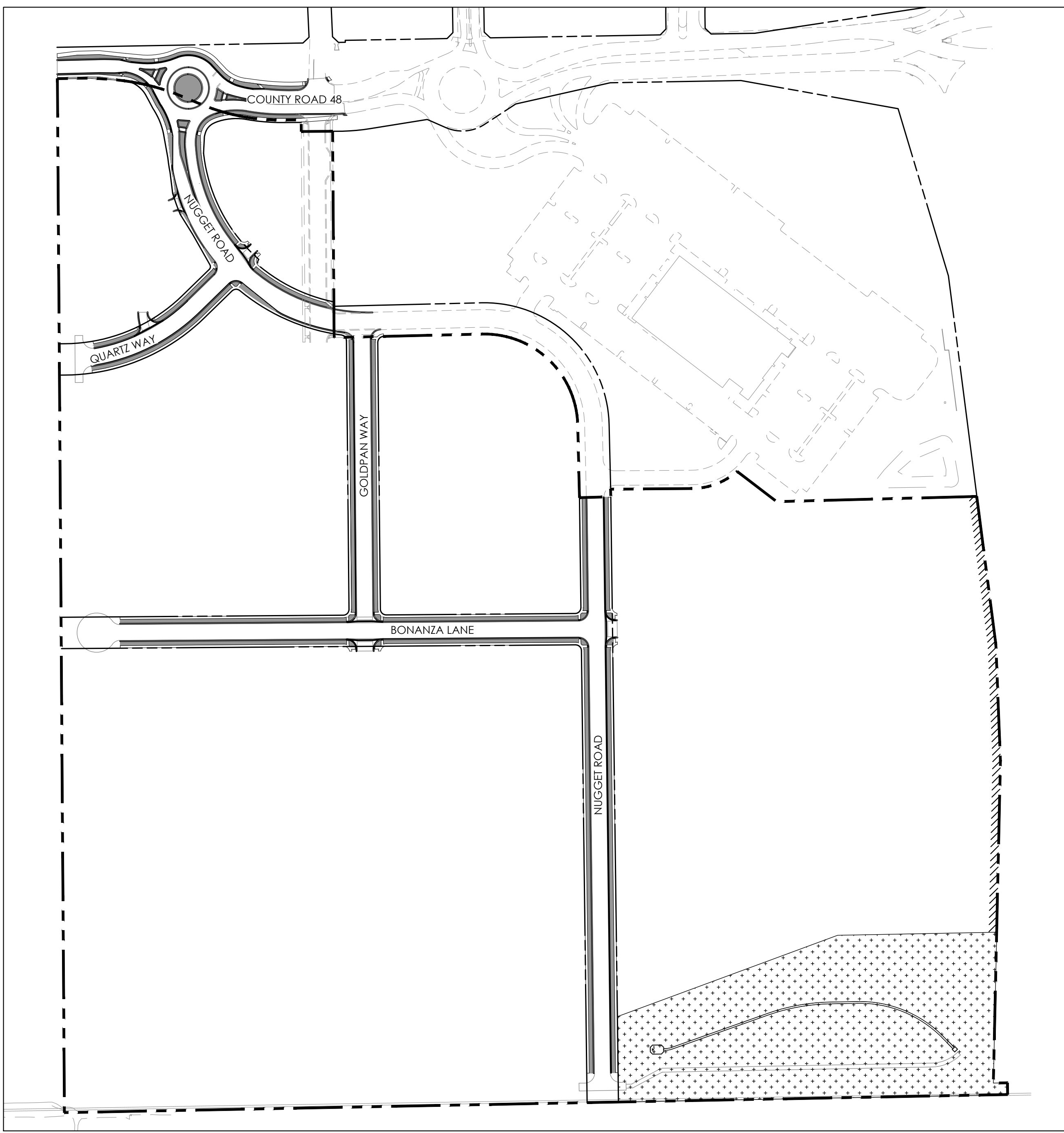
DETENTION POND



Scale: 1"= 200'-0"



LANDSCAPE AREA MAP



WELTY RIDGE SUBDIVISION - FILING NO. 2

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

NOT FOR CONSTRUCTION

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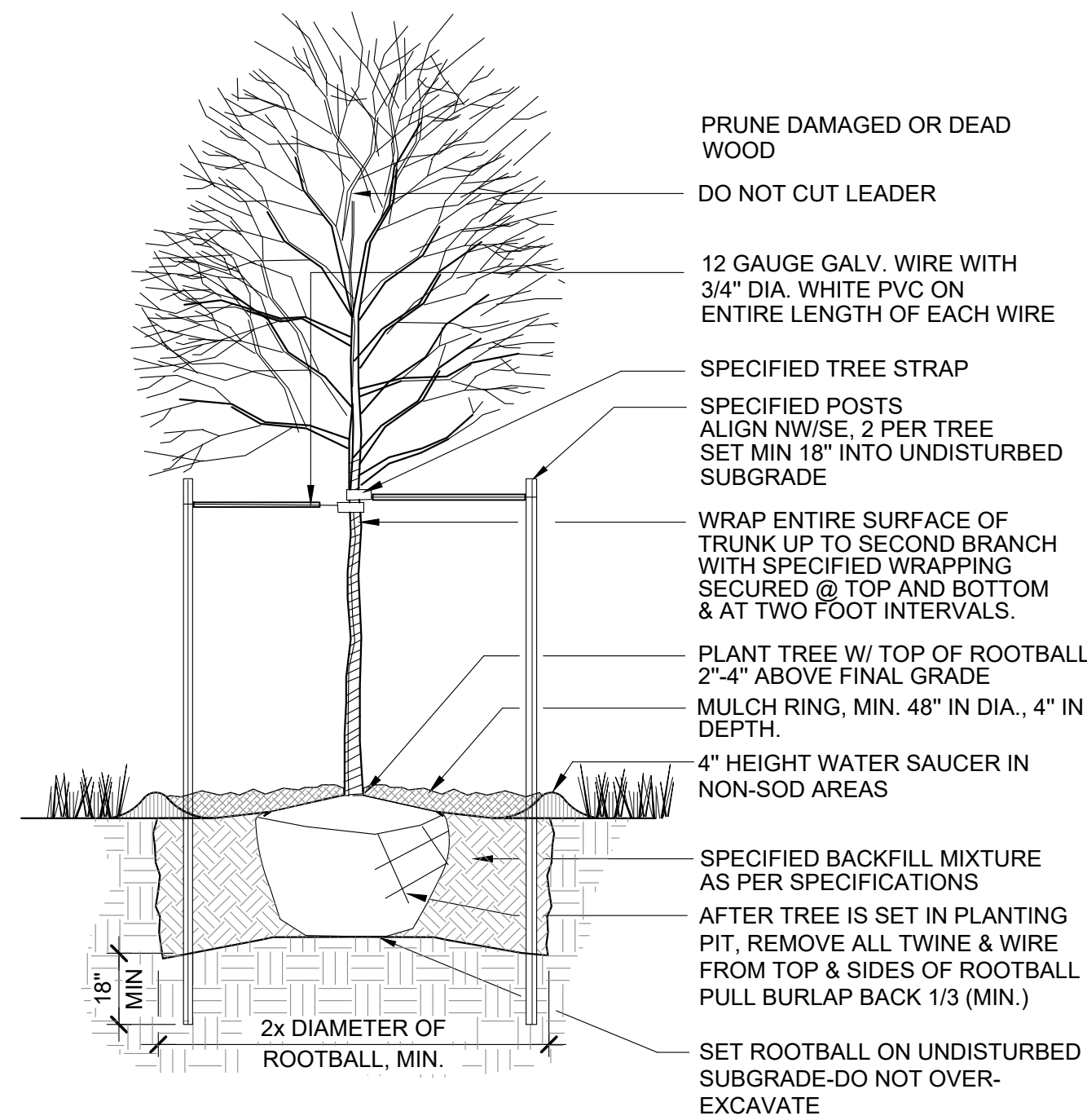
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LANDSCAPE
DETAILS

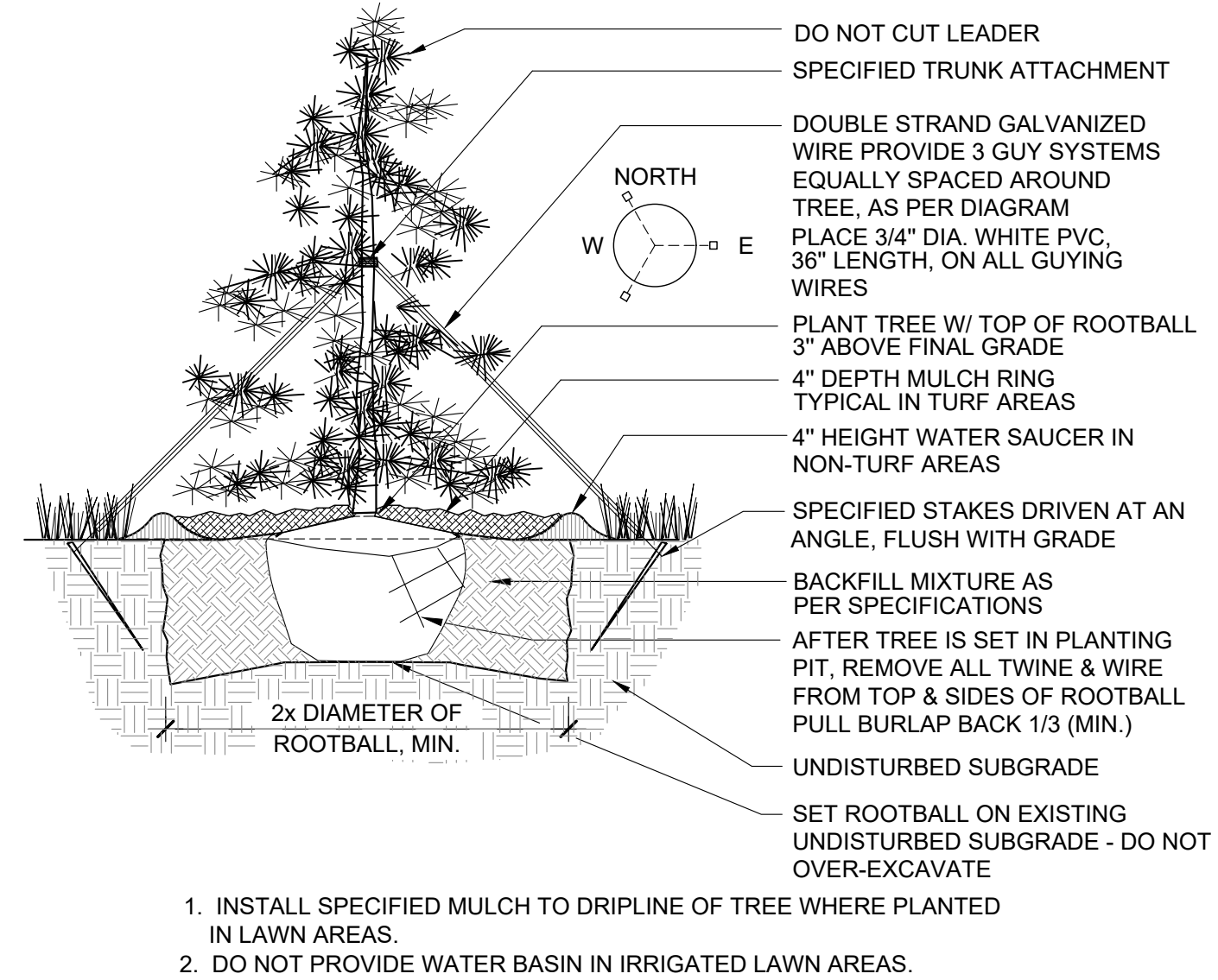
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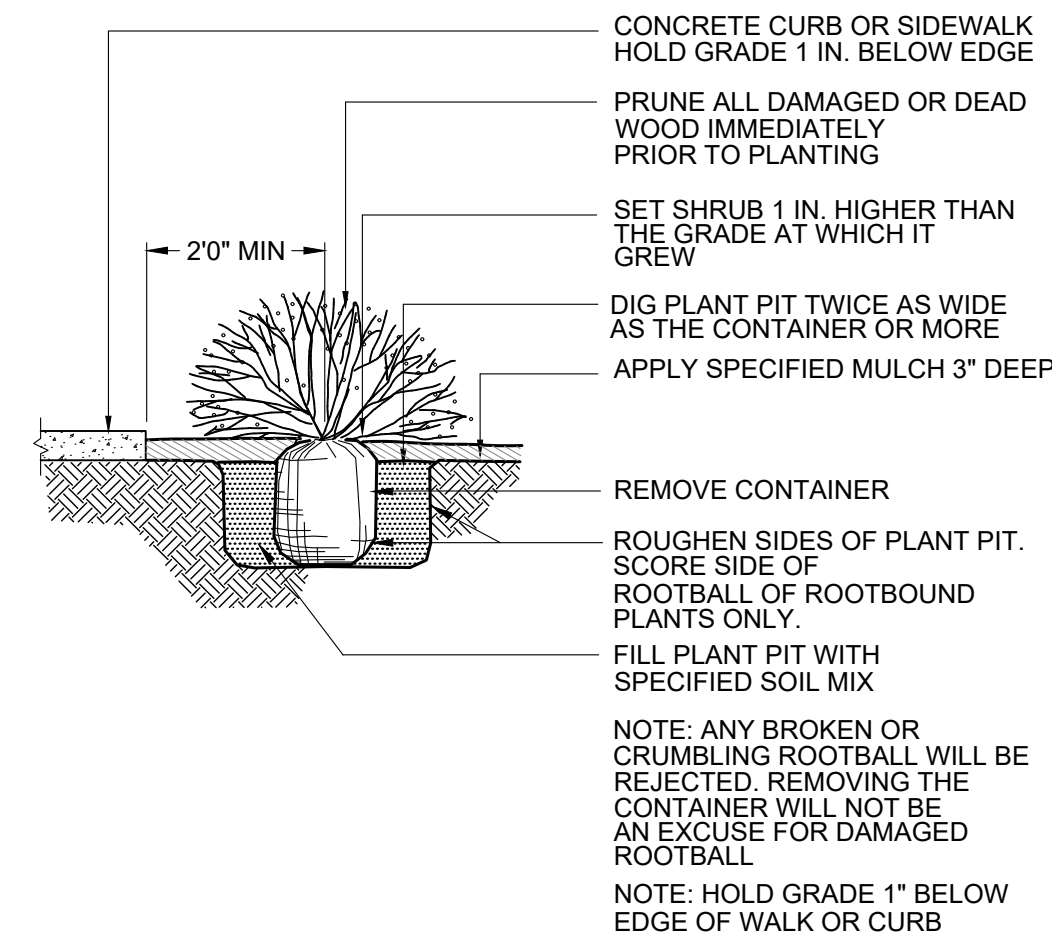
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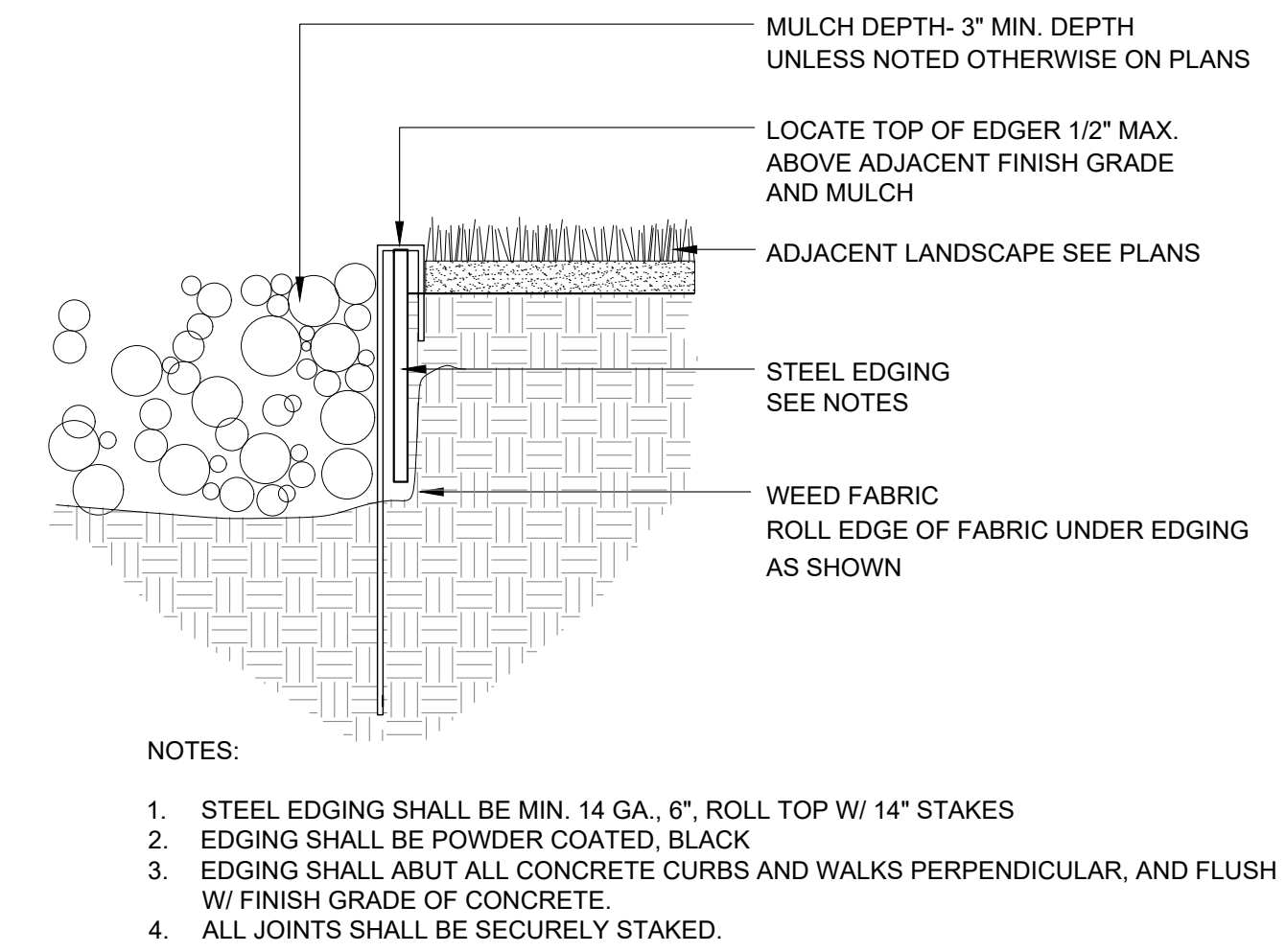
1 DECIDUOUS TREE PLANTING
NTS



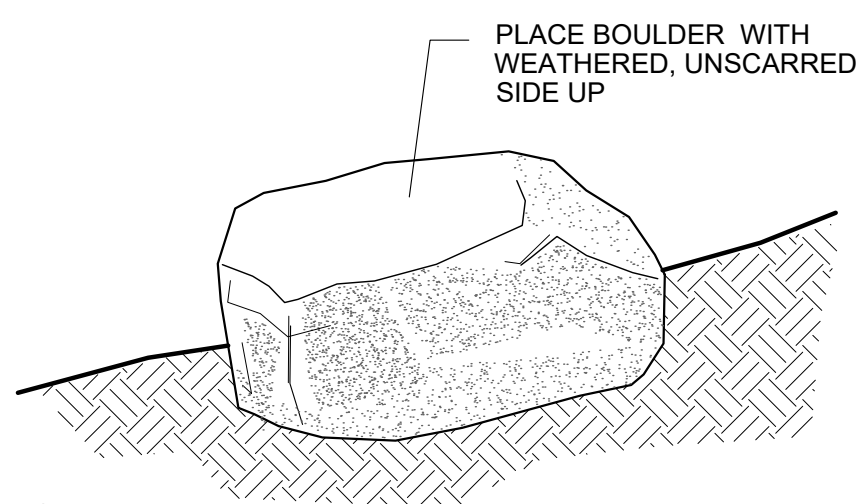
2 EVERGREEN TREE PLANTING
NTS



3 TYPICAL SHRUB PLANTING
NTS



4 STEEL EDGER
NTS



NOTES

1. PLACE BOULDERS TO CONFIGURATIONS AND LOCATIONS AS SHOWN ON PLAN.
2. BURY ROCK 1/3 OF TOTAL DEPTH.
3. WASH OFF ROCKS COMPLETELY AFTER PLACEMENT.
4. ROCKS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLACEMENT.
5. DO NOT FRACTURE ROCK DURING PLACEMENT, SUCH ACTION WILL BE CAUSE FOR REJECTION.
6. CHOOSE AND PLACE ROCKS SO THAT A MINIMUM OF EXCAVATION SCARS ARE VISIBLE.
7. BOULDERS SHALL BE COLORADO GRANITE WITH EXPOSED SIDES FREE OF DAMAGE, CHIPS, OR SCARING. SIZES SHALL BE 3'W X 4'L X 3'H (± 6" IN ANY DIMENSION).

5 BOULDER
NTS

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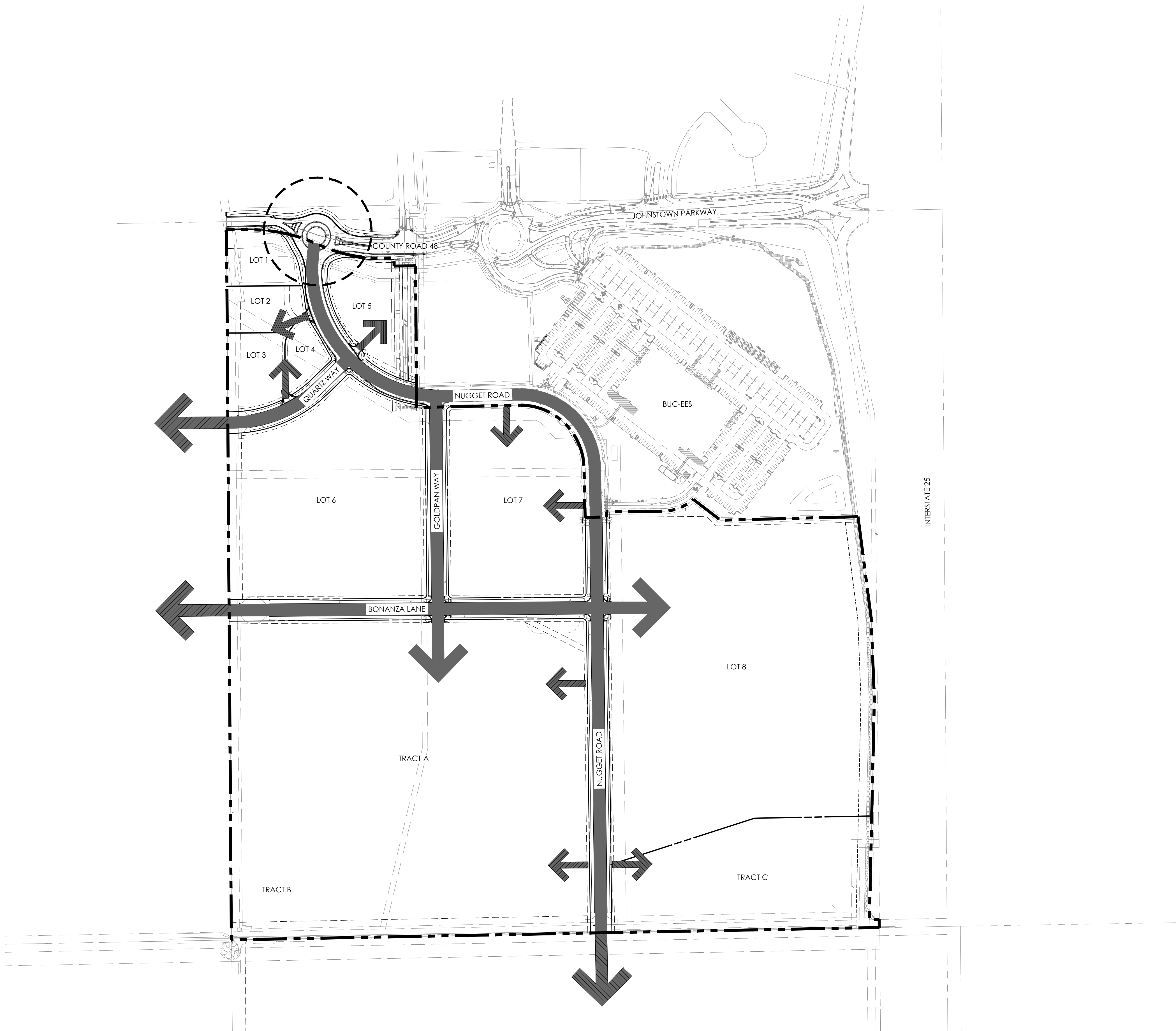
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CIRCULATION
PLAN

SHEET NUMBER

CP.1

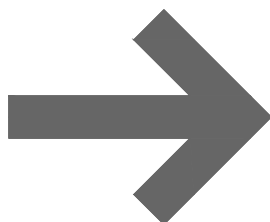
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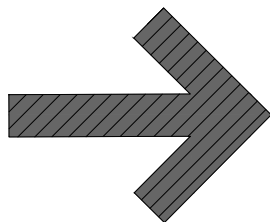
LEGEND



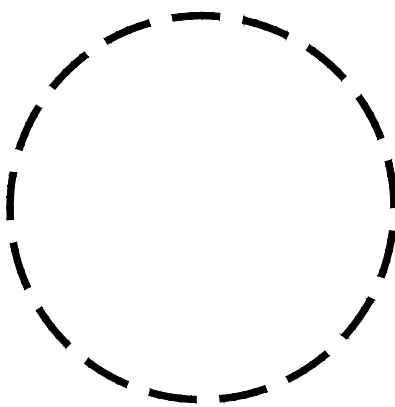
COLLECTOR



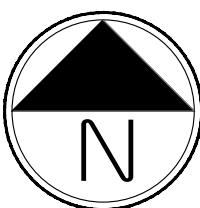
PLANNED FUTURE ACCESS
(AS DEVELOPMENT MAY
OCCUR)



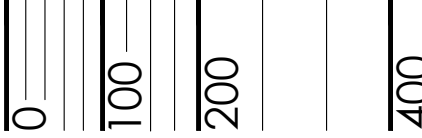
POTENTIAL FUTURE ACCESS
(BY OTHERS)



FULL MOVEMENT
INTERSECTION



Scale: 1"= 200'-0"



NOTE: SEE CIVIL ENGINEERING CONSTRUCTION PLANS FOR FINAL STREET SECTIONS.

WELTY RIDGE SUBDIVISION - FILING NO. 2
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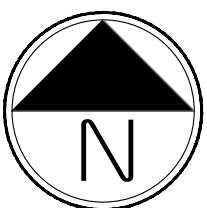
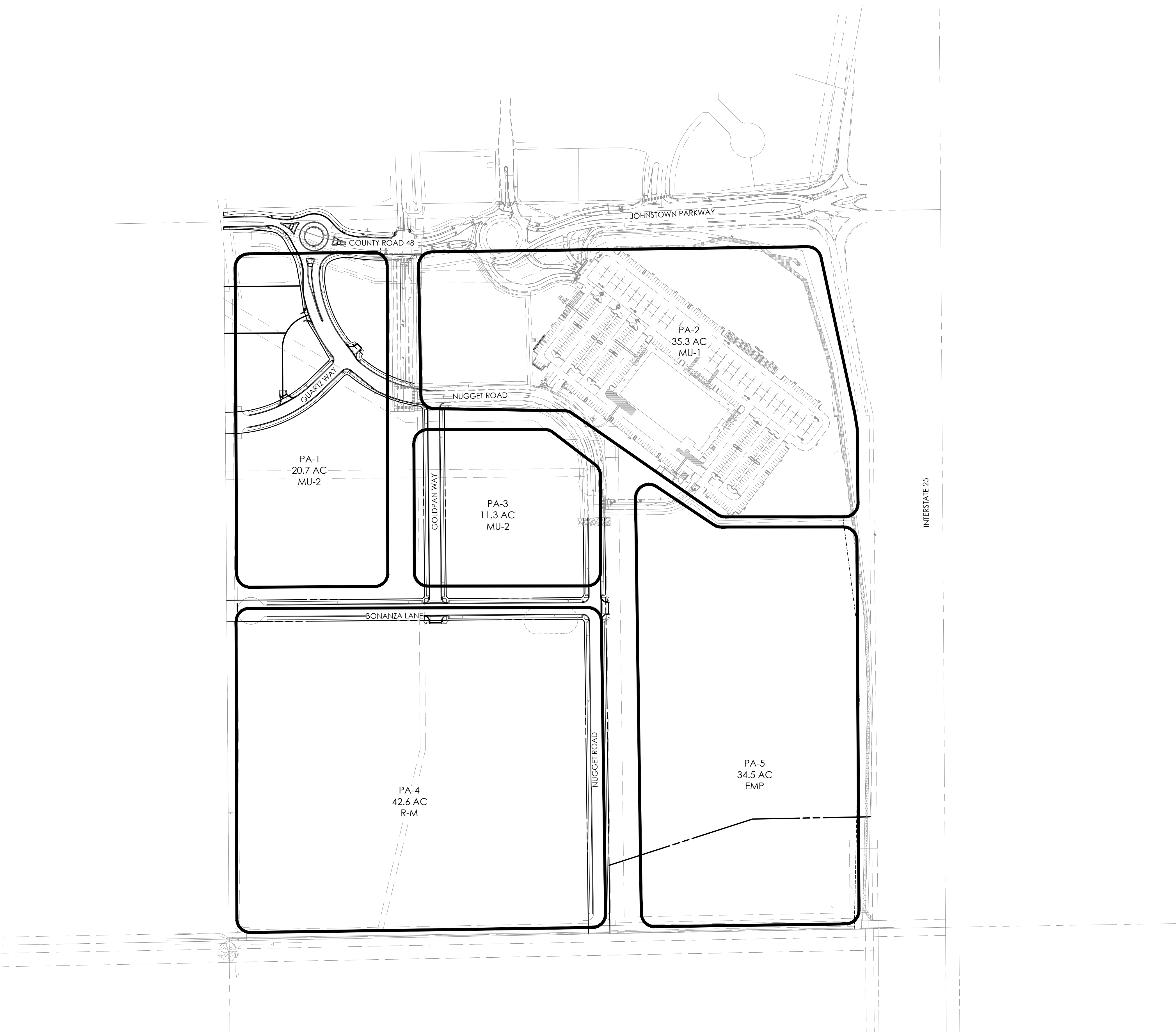
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ODP PLANNING
AREA PLAN

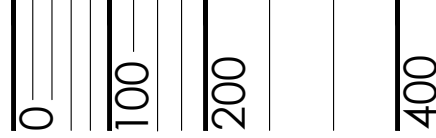
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PA.1

SHEET 20 OF 21



Scale: 1"= 200'-0"



WELTY RIDGE SUBDIVISION - FILING NO. 2
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

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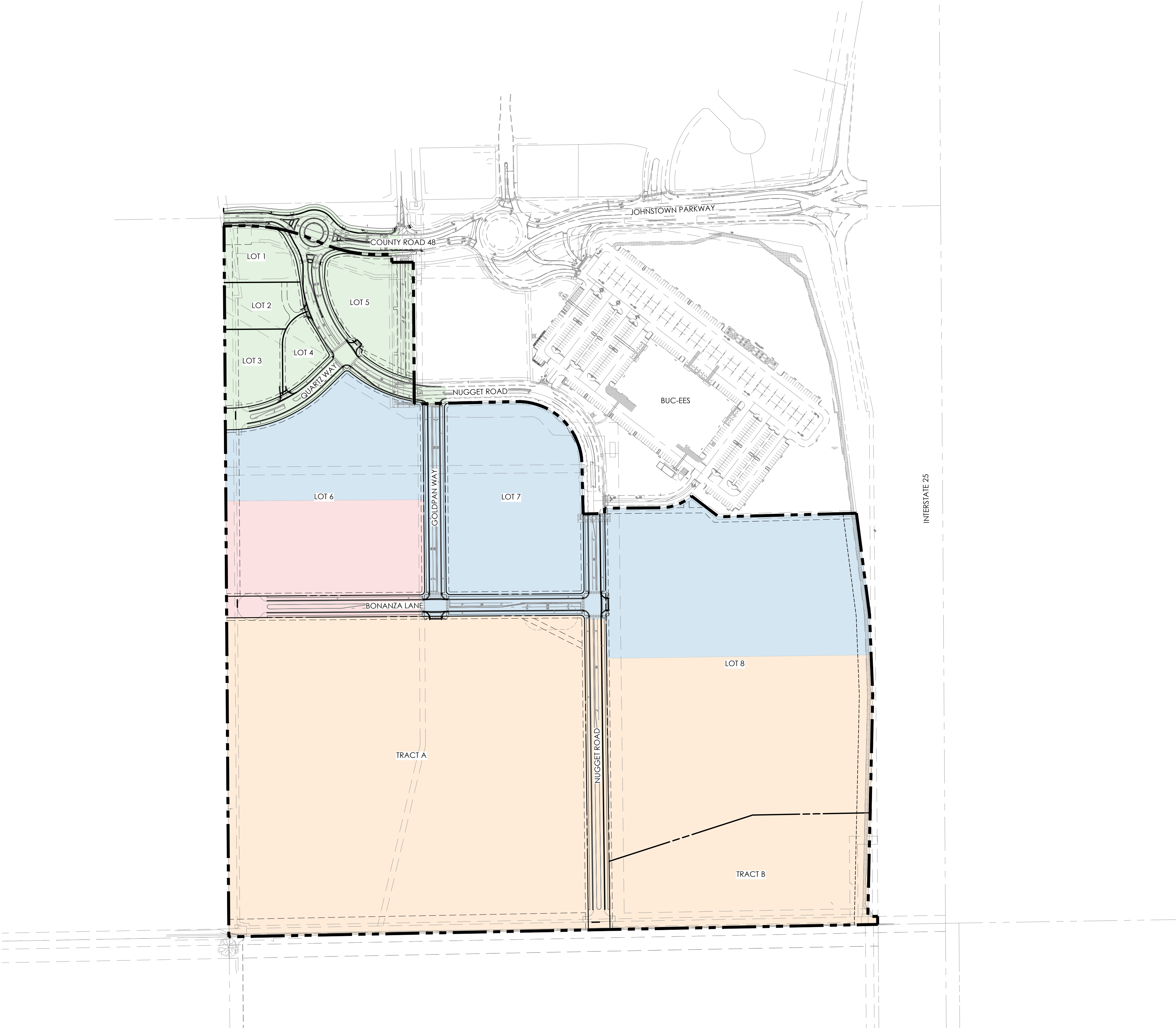
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SHEET TITLE

PHASING PLAN

SHEET NUMBER

PH.1

SHEET 21 OF 21



LEGEND

PHASE 1

PHASE 2

PHASE 3

PHASE 4

N

Scale: 1"= 200'-0"

0

100

200

400

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

ODP REVISION 02/23/2021
Kimley»Horn



#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
COVER

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
1 OF 12

PROJECT INTENT

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE OVERLAY ZONING TO THE 140+ ACRE WELTY RIDGE PROPERTY. WELTY RIDGE IS ENVISIONED AS A MIXED USE DEVELOPMENT WHICH INCLUDES PLANNING AREAS DESIGNATED FOR RESIDENTIAL, RETAIL, COMMERCIAL, LIGHT INDUSTRIAL, AND OFFICE USES. THIS DOCUMENT WILL GUIDE THE OVERALL CHARACTER OF WELTY RIDGE TO ENSURE THE QUALITY AND COHESIVENESS DESIRED IN THIS EMERGING PART OF NORTHERN COLORADO.

LEGAL DESCRIPTION

THE NE ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN BOOK 1570 AT PAGE 620.

GENERAL NOTES

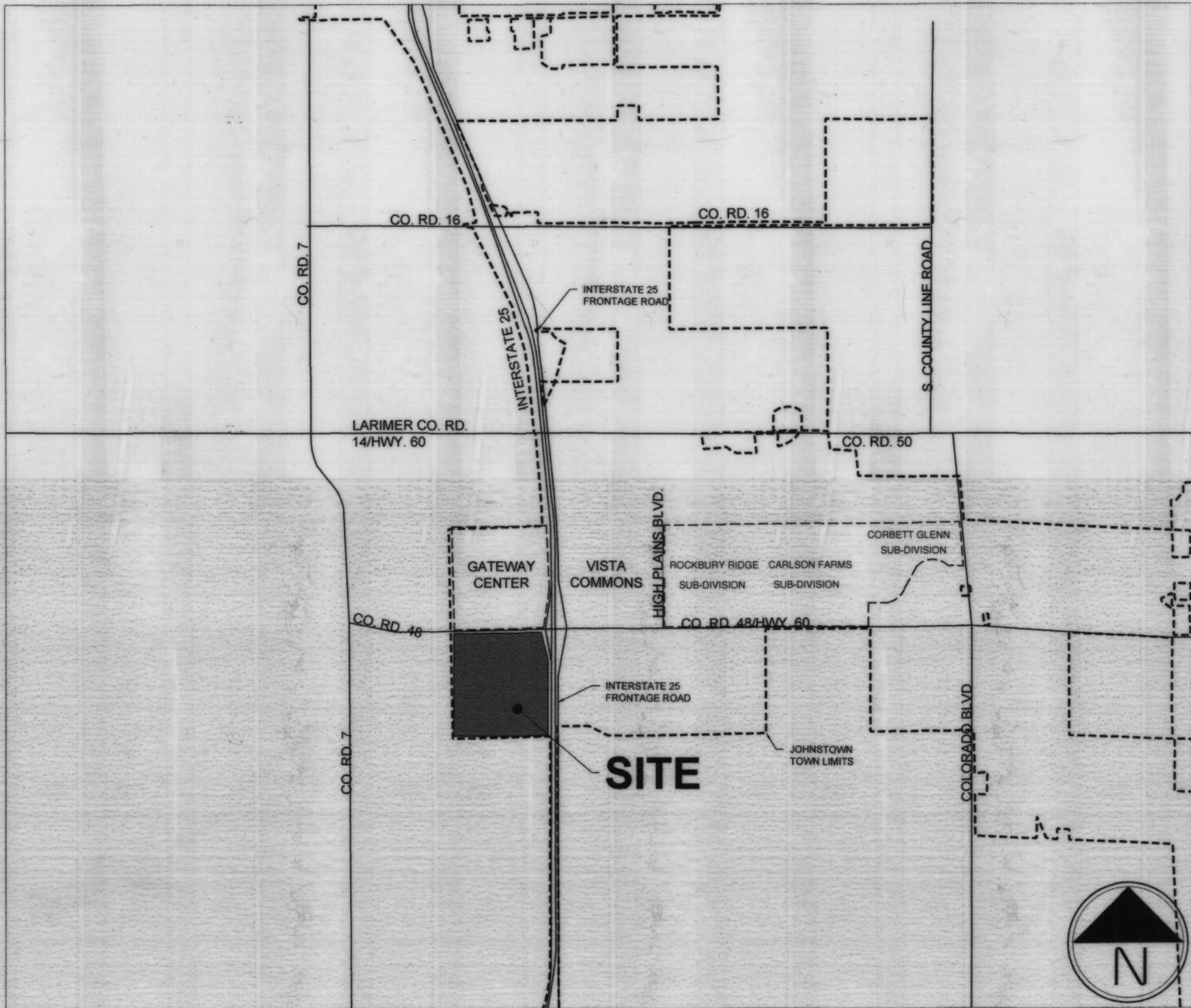
- A. COMMERCIAL, OFFICE OR MULTI-FAMILY DEVELOPMENTS CAN OCCUPY THE SAME LOT, MIXED HORIZONTALLY OR VERTICALLY.
- B. ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- C. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER-FORMULATED DESIGN STANDARDS MUST RECEIVE TOWN APPROVAL PRIOR TO IMPLEMENTATION.
- D. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED IN WRITING BY PLANNING AND DEVELOPMENT DIRECTOR TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
- E. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

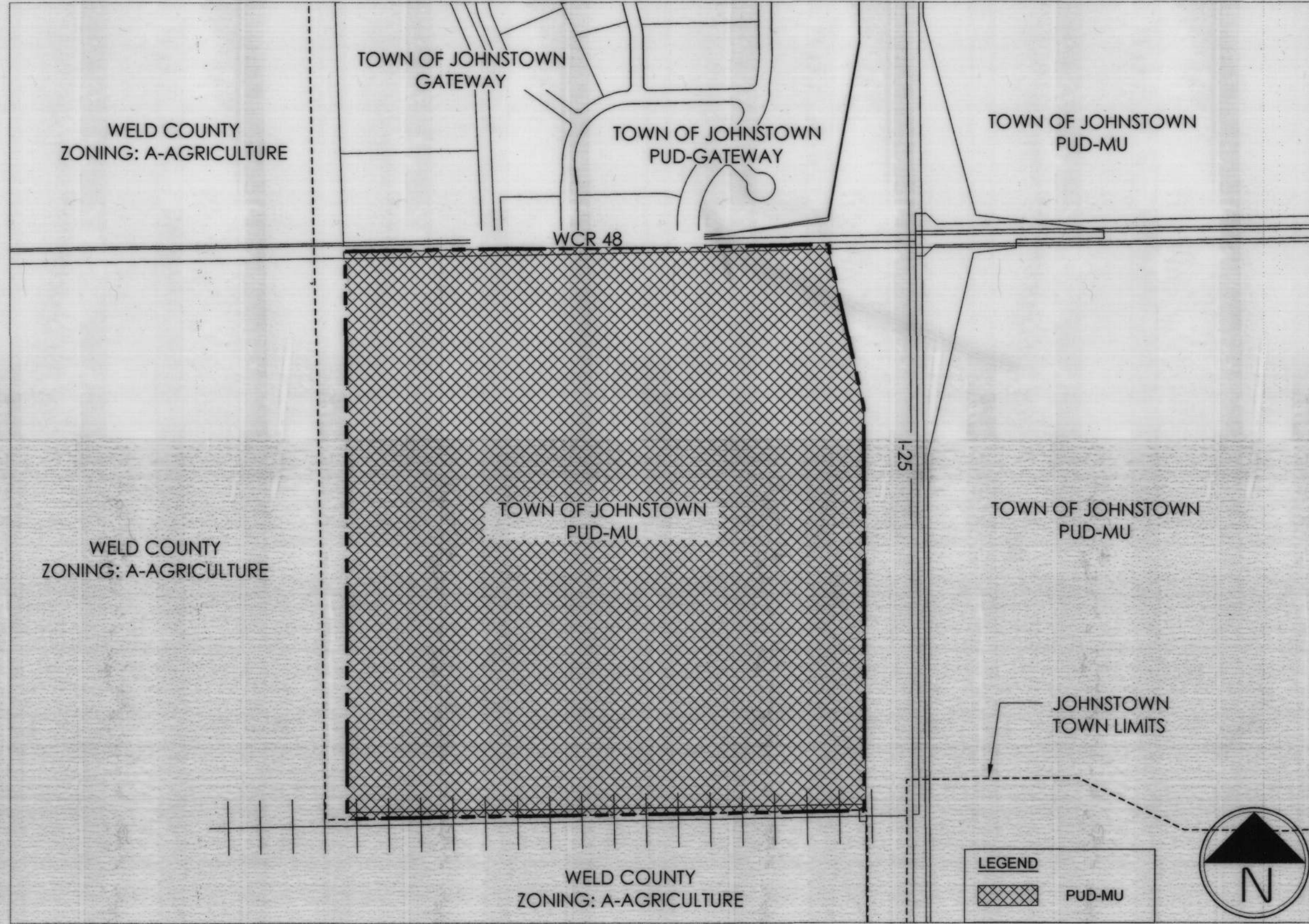
RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD - OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.



VICINITY MAP

1"=3000'



EXISTING ZONING

1"=500'

APPROVALS

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS WELTY RIDGE ODP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2020-169 PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 10th DAY OF January, 2020.

BY: [Signature]
MAYOR

ATTEST: [Signature]
TOWN CLERK

AMENDMENT 1

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS AMENDMENT 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2021-24 PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 18th DAY OF November, 2021.

BY: [Signature]
MAYOR

ATTEST: [Signature]
TOWN CLERK

SHEET INDEX ☐ = Sheets being amended

- 1 COVER
- 2 LAND USE PLAN
- 3-4 LAND USE MATRIX
- 5 CIRCULATION PLAN
- 6 STREET SECTIONS
- 7 TRAILS & OPEN SPACE PLAN
- 8 CONCEPTUAL UTILITY PLAN
- 9 CONCEPTUAL GRADING PLAN
- 10 DEVELOPMENT STANDARDS
- 11-12 DESIGN GUIDELINES

OWNER

PLATTE LAND & WATER, LLC
210 UNIVERSITY BLVD.
SUITE 710
DENVER, CO 80206
303-263-2105

PROJECT MANAGER

ERIK HALVERSON
LAND ASSET STRATEGIES, LLC
15400 WEST 64TH AVENUE
UNIT E9-123
ARVADA, CO 80007
970-319-5836
ehalverson@landassetstrategies.com

ENGINEER

KEVIN ROHRBOUGH
CORE CONSULTANTS
1950 W LITTLETON BLVD.
SUITE 109
LITTLETON, CO 80120
303-703-4444
rohrbough@corecivil.com

PLANNER

JEFF MARCK
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BLDG. A, SUITE 314
DENVER, CO 80231
303-632-8867
jmarck@terracinadesign.com

AMENDMENT ENGINEER

KYLE WATSON
KIMLEY-HORN & ASSOCIATES
4582 S ULSTER STREET
ST. 1500
DENVER, CO 80210
720-943-5665
kyle.watson@kimley-horn.com

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

A. INTRODUCTION

THE PURPOSE OF THIS SECTION IS TO ESTABLISH GENERAL PROVISIONS AND CLARIFY STANDARDS AND REQUIREMENTS FOR DEVELOPMENT WITHIN THE WELTY RIDGE PUD. DUE TO THE SIZE OF LAND AREA CONTAINED WITHIN THIS PUD AND THE CORRESPONDING LONG TERM BUILD OUT THAT IS ANTICIPATED, A RATHER BROAD RANGE OF DENSITIES AND/OR SQUARE FOOTAGES HAVE BEEN PROPOSED FOR EACH LAND USE PARCEL. THESE RANGES WILL ALLOW A VARIETY OF COMMERCIAL, LIGHT INDUSTRIAL, AND HOUSING PRODUCTS. IN ADDITION TO PROMOTING LAND USE AND DENSITY FLEXIBILITY, RANGES WILL ACCOMMODATE HOUSING PRODUCT, LAND PLANNING, MARKET AND TECHNOLOGICAL CHANGES INTO THE FUTURE. REFER TO THE PLANNING AREA SUMMARY FOR SPECIFIC DENSITIES AND SQUARE FOOTAGES.

B. DENSITY RANGES

RESIDENTIAL DENSITY RANGES ARE SPECIFIED WITHIN EACH ZONE AS LABELED ON THE LAND USE PLAN (REFER TO THE PLANNING AREA SUMMARY WITHIN THIS DOCUMENT FOR DENSITY RANGES). THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL MUST BE WITHIN 10% THE SPECIFIED DENSITY RANGE INDICATED FOR THAT PLANNING AREA. THE FINAL AVERAGE DENSITY OF A PLANNING AREA SHALL BE BASED ON ALL RESIDENTIAL UNITS APPROVED THROUGH THE FINAL PLAT PROCESS WITHIN THE PLANNING AREA, WHETHER APPROVED AS A SINGLE PLAT OR AS MULTIPLE PLATS.

C. MAXIMUM RESIDENTIAL UNITS PER AREA

TRANSFER(S) OF RESIDENTIAL UNITS FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF UNITS MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX UNITS PER AREA) MAY BE PERMITTED BY THE DEVELOPER WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE TOTAL RESIDENTIAL UNITS WITHIN THIS PUD EXCEED 850 WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.

D. RESIDENTIAL UNITS TRANFERS

ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL DENSITY/UNITS DESIGNATED ON THE PUD ZONE DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.

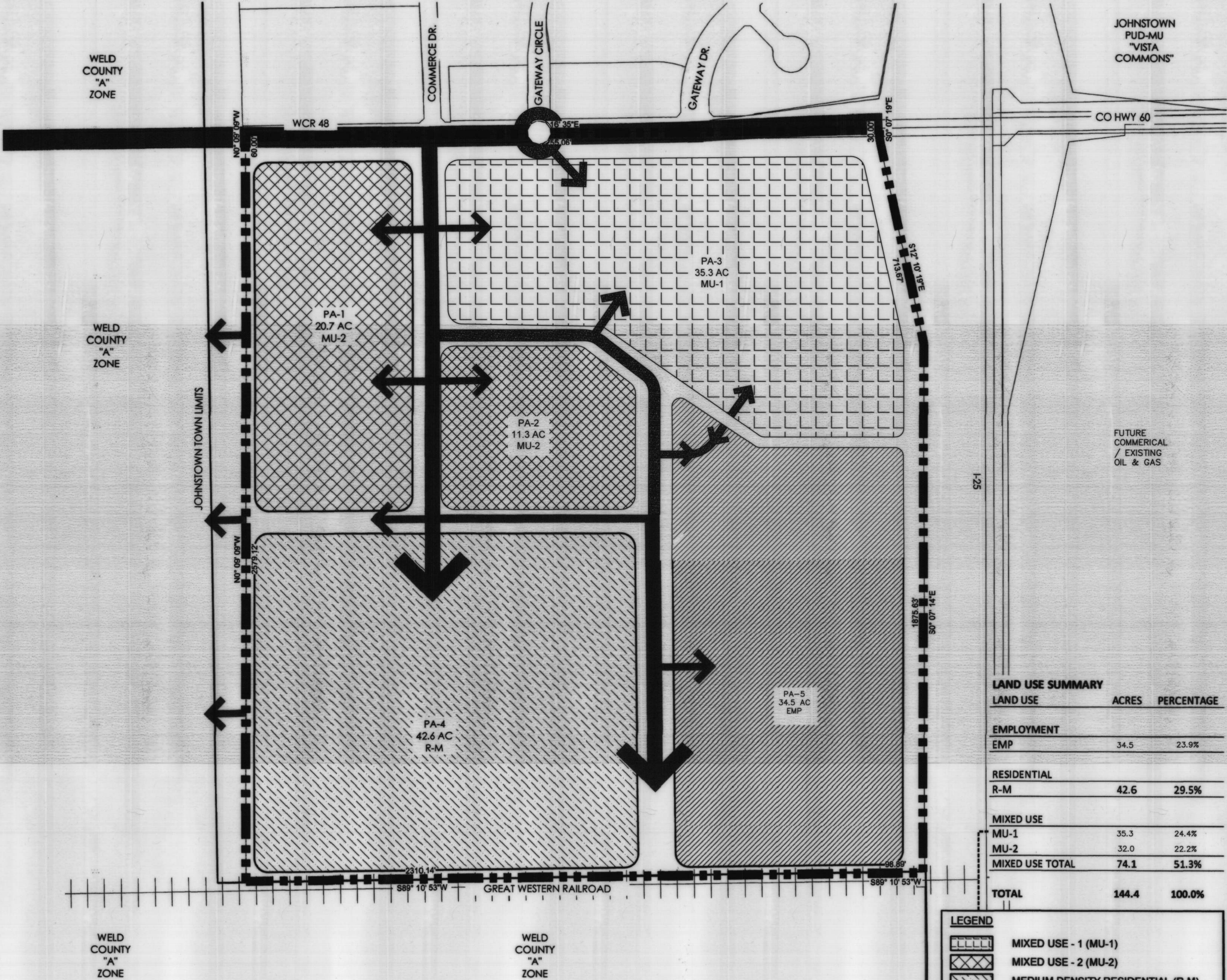
E. PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 30% WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SUCH CHANGES WILL RESULT IN CORRESPONDING CHANGES TO THE MAX SQ. FT./AREA OR MAX UNITS/AREA SHOWN IN THE PLANNING AREA SUMMARY.

IF PLANNING AREA CHANGES ARE MADE, ALL STREET CLASSIFICATIONS (AS SHOWN ON SHEET 6) ARE SUBJECT TO CHANGE.

F. MAXIMUM COMMERCIAL SQUARE FOOTAGE PER AREA

TRANSFER(S) OF COMMERCIAL SQUARE FOOTAGE FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF SQUARE FOOTAGE MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX SQ. FT. PER AREA) MAY BE PERMITTED WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SQUARE FOOTAGE TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE OVERALL PUD COMMERCIAL SQUARE FOOTAGE EXCEED 700,000 SQUARE FEET WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.

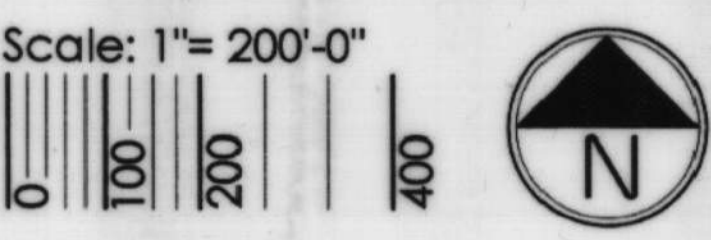


LAND USE SUMMARY		
LAND USE	ACRES	PERCENTAGE
EMPLOYMENT		
EMP	34.5	23.9%
RESIDENTIAL		
R-M	42.6	29.5%
MIXED USE		
MU-1	35.3	24.4%
MU-2	32.0	22.2%
MIXED USE TOTAL	74.1	51.3%
TOTAL	144.4	100.0%

LEGEND	
	MIXED USE - 1 (MU-1)
	MIXED USE - 2 (MU-2)
	MEDIUM DENSITY RESIDENTIAL (R-M)
	EMPLOYMENT (EMP)

PLANNING AREA SUMMARY						
PLANNING AREA	LAND USE	APPROX. ACRES	COMMERCIAL MAX SQ.FT./AREA	MIN. DU /ACRE	MAX. DU /ACRE	MAX UNITS/AREA
PA-1	MIXED USE-2	20.7	270508.00	3	15	311
PA-2	MIXED USE-2	11.3	147668.00	3	15	170
PA-3	MIXED USE-1	35.3	461301.00			243
PA-4	MEDIUM DENSITY RESIDENTIAL	42.6		3	6	256
PA-5	EMPLOYMENT	34.5	450846.00			

DENSITY TRANSFER TRACKING CHART				
PLANNING AREA	APPROVED DENSITY PRIOR TO TRANSFER		APPROVED DENSITY AFTER TRANSFER	
	ACRES	RESIDENTIAL UNITS	DENSITY TRANSFER	RESIDENTIAL UNITS
X				
Y				
Z				
TOTAL				



Kimley»Horn

terra design

PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
LAND USE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
2 OF 12

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OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
		MU-1	MU-2	EMP	R-M
AGRICULTURAL USES					
Agriculture or Ranch Use	Agriculture	X	X	X	X
	Community Gardens	X	X	X	X
Accessory Structures	Accessory Structures for Agriculture/ Ranching Operations	X	X	X	X
Animals / Livestock	Farm or Ranch Animal Center*	C	-	C	-
	Rodeos*	-	-	C	-
	Commercial Stables*	-	-	C	-
	Private Stables*	-	-	C	-
Horticulture and Nurseries	Outdoor Nursery / Tree Production	C	-	X	-
	Greenhouse/nursery/tree production	C	-	X	-
Markets	Farmers Markets	X	X	X	C
COMMERCIAL USES		MU-1	MU-2	EMP	R-M
Animal Services	Animal boarding (indoor) and training**	C	C	C	C
	Veterinary offices or clinics	X	X	X	-
Vehicle Parking	Vehicle parking lot	A	A	C	A
	Private park & ride lot, car pool lot or equivalent	X	X	X	-
Building Materials & Services (Retail)	Landscape equipment, hardscape materials (with outdoor storage)	C	-	C	-
Eating and Drinking Establishments	Bar, Tavern/Pub, Beer Tasting/Tap Room	X	X	X	-
	Catering services	X	X	X	-
	Restaurant with or without drive-thru / up	X	X	X	-
Office	Business or professional office (including medical / dental office / clinics)	X	X	X	-
	Call Centers	X	-	X	-
	Courier services	X	X	X	-
	Home Occupations	X	X	-	A
	Temporary Construction offices	X	X	X	X
	Temporary Sales Offices	X	X	X	X
Personal Services	Instructional services, studios, photography, salons/spas	X	X	X	-

*ANIMAL/LIVESTOCK USES ARE CONDITIONAL USES IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT ARE PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.
**ANIMAL BOARDING AND TRAINING IS A CONDITIONAL USE IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT IS A PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.

LEGEND

- X PRINCIPAL PERMITTED USE
- A ACCESSORY USE
- EXCLUDED USE
- C CONDITIONAL USE

LAND USE

MIXED USE 1 (MU-1)
MIXED USE 2 (MU-2)
MEDIUM DENSITY RESIDENTIAL (R-M)
EMPLOYMENT (EMP)

MIXED USE 1 (MU-1): PREDOMINANTLY A LARGE COMMERCIAL/LIGHT INDUSTRIAL FOCUS. THIS ZONE ALLOWS FOR LIGHT INDUSTRIAL AND WAREHOUSING USES ALONG WITH COMMERCIAL AND MULTI-FAMILY USES.

MIXED USE 2 (MU-2): PREDOMINANTLY A NEIGHBORHOOD COMMERCIAL / RESIDENTIAL FOCUS. THIS ZONE PRIMARILY ALLOWS FOR COMMERCIAL USES ALONG WITH HIGH DENSITY RESIDENTIAL.

MEDIUM DENSITY RESIDENTIAL (R-M): THE INTENT IS TO ALLOW FOR SINGLE FAMILY DETACHED HOMES AND SINGLE FAMILY ATTACHED HOMES.

EMPLOYMENT (EMP): THE INTENT IS TO PROVIDE AREAS THAT WILL SERVE AS AN EMPLOYMENT CENTER OR OFFICE PARK THAT CAN ACCOMMODATE BUT NOT LIMITED TO CORPORATE CAMPUS, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, OFFICE/FLEX, RETAIL, COMMERCIAL, WAREHOUSE AND DISTRIBUTION.

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
		MU-1	MU-2	EMP	R-M
COMMERCIAL USES					
Recreation / Amusement Facilities	Permanent or Seasonal Amusement Parks	C	-	X	-
	Entertainment - Indoor	X	X	X	-
	Entertainment - Outdoor	X	X	X	-
	Movie theaters or Drive-in Theater	C	-	X	-
	Health clubs	X	X	X	-
	Parks and dog parks	X	X	X	X
	Public and Private Golf Courses and Related Facilities	X	X	X	X
	Outdoor Skateboard Parks	X	X	X	C
	Community / Neighborhood Recreation Center	X	X	X	X
	Small Theaters (Outdoor Performances)	X	X	X	X
Retail	Convenience store / grocery store *** (with or without gas)	X	X	X	-
	Ground floor retail with office or residential on upper levels	X	X	-	-
	Retail	X	X	X	-
Repair Services (Not Including Vehicles)	Furniture or major household appliance or electronics repair	X	-	X	-
	Machinery, excluding truck trailers, heavy equipment, and farm machinery	-	-	X	-
Vehicle / Equipment Sales and Services	Vehicle rentals with lot	C	-	C	-
	Auto Sales and Repair (equal to or less than 4 repair bays)	X	-	X	-
	Auto Sales and Repair (more than 4 repair bays)	C	-	X	-
	Car Wash	X	X	X	-
	RV's, Trailer, Camper, and Limited Equipment (U-Haul type business) rentals	C	-	C	-
	Major vehicle/equipment repair with outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	C	-
	Major vehicle/equipment repair without outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	X	-
	Motor vehicle dealer / sales, new and used RV's, trailers, and campers)	C	-	C	-
	Automotive service stations	X	X	X	-
Visitor Accommodations	Hotel or motel lodging establishments	X	X	X	-
	Overnight Campground with RV parking	C	-	C	-
*** the 5,000 SF limitation has been removed in the convenience store/gas station land use table					

DEFINITIONS:

1. LIGHT INDUSTRIAL - LABOR-INTENSIVE OPERATIONS THAT TYPICALLY PRODUCE PRODUCTS THAT ARE TARGETED TOWARD END CONSUMERS RATHER THAN OTHER BUSINESSES (I.E. CONSUMER ELECTRONICS, CLOTHING MANUFACTURING, ETC.)
2. CLUSTER HOMES - ANY RESIDENTIAL GROUPING OF AT LEAST TWO HOMES WHICH ACCESS OFF A COMMON/SHARED DRIVE OR ALLEY.
3. MOTOR COURT - A TYPE OF CLUSTER HOME WITH A SHARED DRIVEWAY IN WHICH SOME OR ALL FRONT DOORS ACCESS OFF SHARED DRIVEWAY.
4. GREEN COURT - A TYPE OF CLUSTER HOME WITH SHARED DRIVEWAY AND COMMON OPEN AREA.
5. OPEN AREA - A PRIVATELY OR PUBLICLY OWNED AND MAINTAINED LAND AREA OR BODY OF WATER OR BOTH WITHIN A DEVELOPMENT UPON WHICH THERE ARE NO STRUCTURES, PARKING AREAS, OR DRIVEWAYS. OPEN AREA MAY BE A LANDSCAPED AREA, PLAZA, RECREATIONAL AREA, SIDEWALKS, OR SUCH OTHER AREAS. LANDSCAPE AND WALKS LOCATED IN RIGHT-OF-WAY CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.
6. USABLE OPEN AREA - A PARCEL OF LAND OWNED AND MAINTAINED BY A TOWN, METRO DISTRICT, OR HOME OWNERS' ASSOCIATION WHICH MEETS THE CRITERIA OF OPEN AREA AND IS PROGRAMMED AS AN ACTIVE OR PASSIVE AREA IN WHICH RESIDENTS CAN UTILIZE THE SPACE FOR, BUT IS NOT LIMITED TO, SEATING, SPORTS, PARKS, TRAILS, OR GARDENS.
7. A LIVE/WORK UNIT IS DEFINED AS A SINGLE UNIT CONSISTING OF BOTH A COMMERCIAL/OFFICE AND A RESIDENTIAL (PRIMARY DWELLING) COMPONENT THAT IS OCCUPIED BY THE SAME RESIDENT.

ODP REVISION 02/23/2021

Kimley»Horn



#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
LAND USE MATRIX

DESIGNED BY: JM
DRAWN BY: JM
CHECKED BY: JM

AMENDED
SHEET
3 OF 12

OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
LAND USE MATRIX

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
4 OF 12

LAND USE CLASSIFICATION	SPECIFIC USE TYPE	MU-1	MU-2	EMP	R-M
INDUSTRIAL USES					
Auction House or Yard	Auction house (indoor)	X	-	X	-
	Building, developing, general contracting (Office)	X	-	X	-
	Contractor's shop with outdoor storage (less than or equal to 2 acres)	-	-	C	-
	Contractor's shop without outdoor storage	X	-	X	-
	Special Trade contractors without outdoor storage	X	-	X	-
Manufacturing, Food	Food manufacturing and processing (<15,000 sq. ft.)	X	-	X	-
	Food manufacturing and processing (>15,000 sq. ft.)	-	-	X	-
	Microbrewery, micro-distillery, and micro-winery	X	X	X	-
Motion Picture and Video Industry	Motion picture and video industry studios	-	-	X	-
Outdoor Storage, Equipment	Above-ground storage tanks of propane < 10,000 cubic feet capacity	-	-	X	-
	Outdoor storage of vehicles (RV's, boats, or buses)****	C	-	C	-
Printing and Publishing	Printing, publishing, and related support activities	X	-	X	-
Research and Development Services	Solar panel, production and distribution	-	-	X	-
Warehousing & Distribution, Indoor	Mini-storage and warehouse without outdoor storage	X	C	X	-
	Produce storage and warehousing	-	-	X	-
	Retail sales in conjunction with warehouse establishment	X		X	
	Warehousing without retail sales	-	-	X	-

****OUTDOOR STORAGE, AS A PRIMARY USE, MUST BE SETBACK A MINIMUM OF 300 FEET FROM ANY ARTERIAL OR INTERSTATE RIGHT-OF-WAY. THE ENHANCED SETBACKS DO NOT APPLY TO OUTDOOR STORAGE THAT IS CONSIDERED ACCESSORY TO A PRIMARY BUSINESS.

LAND USE CLASSIFICATION	SPECIFIC USE TYPE	MU-1	MU-2	EMP	R-M
PUBLIC, INSTITUTIONAL & CIVIC USES					
Ambulance Service	Garage and office for ambulance service	X	X	X	-
Clubs and Lodges	Private lodge or club (excluding guns)	X	X	X	-
Event/Conference Centers	Event and conference center less than 15,000 sq. ft.	X	X	-	-
	Event and conference center greater than 15,000 sq. ft.	X	-	X	-
Day Care Facilities, Adult or Child	Child or adult day care center	X	X	X	X
Fire	Fire Stations	X	X	X	X
	Hospital	X	-	X	-
	Urgent care clinics	X	X	X	-
Hospitals	Outpatient surgical centers	X	-	X	-
	Church or religious institution	X	X	X	X
	Public Schools	X	X	X	X
Religious Institutions	Community College and similar trade schools	X	X	X	-
	Commercial schools	X	X	X	-
Educational Facilities	Transportation Terminals / Parking (Indoor)	X	-	X	-
	Transportation Terminals / Parking (Outdoor)	C	-	C	-
Transportation Facilities	Electrical Substations	X	X	X	X
	Public Utility Office	X	X	X	-
	Solar Fields	X	-	X	-
	Water Treatment / Storage	X	X	X	X
	Water Storage (Reservoirs)	X	X	X	X
	Water Wells	X	X	X	X
	Water Storage Tanks	X	X	X	X
	Small Wind Energy Conversion Systems (Less than 100Kw)	X	X	X	-
RESIDENTIAL USES					
Single Family Attached	Townhomes & Duplex (Up to 8 Connected Units)	-	X	-	X
Single Family Detached	Single Family Detached Homes	-	X***	-	X
Cluster Homes	Cluster Homes	-	X	-	X
Multi - Family	Multi-family including rental and for sale units	X	X	-	-
	Live / Work Units	X	X	-	-
Senior Housing	Assisted Living Facilities	X	X	-	X
	Independent/Limited Care Facilities	X	X	-	X
Accessory Structures	Detached Garage	A	A	-	A
	Carport	-	-	-	-
	Storage Shed	A	A	-	A

***SINGLE FAMILY DETACHED HOMES ARE NOT PERMITTED WITHIN 300 FEET OF AN ARTERIAL ROAD.

LEGEND
X PRINCIPAL PERMITTED USE
A ACCESSORY USE
- EXCLUDED USE
C CONDITIONAL USE
LAND USE
MIXED USE 1 (MU-1)
MIXED USE 2 (MU-2)
MEDIUM DENSITY RESIDENTIAL (R-M)
EMPLOYMENT (EMP)

MIXED USE 1 (MU-1): PREDOMINANTLY A LARGE COMMERCIAL/LIGHT INDUSTRIAL FOCUS. THIS ZONE ALLOWS FOR LIGHT INDUSTRIAL AND WAREHOUSING USES ALONG WITH COMMERCIAL AND MULTI-FAMILY USES.

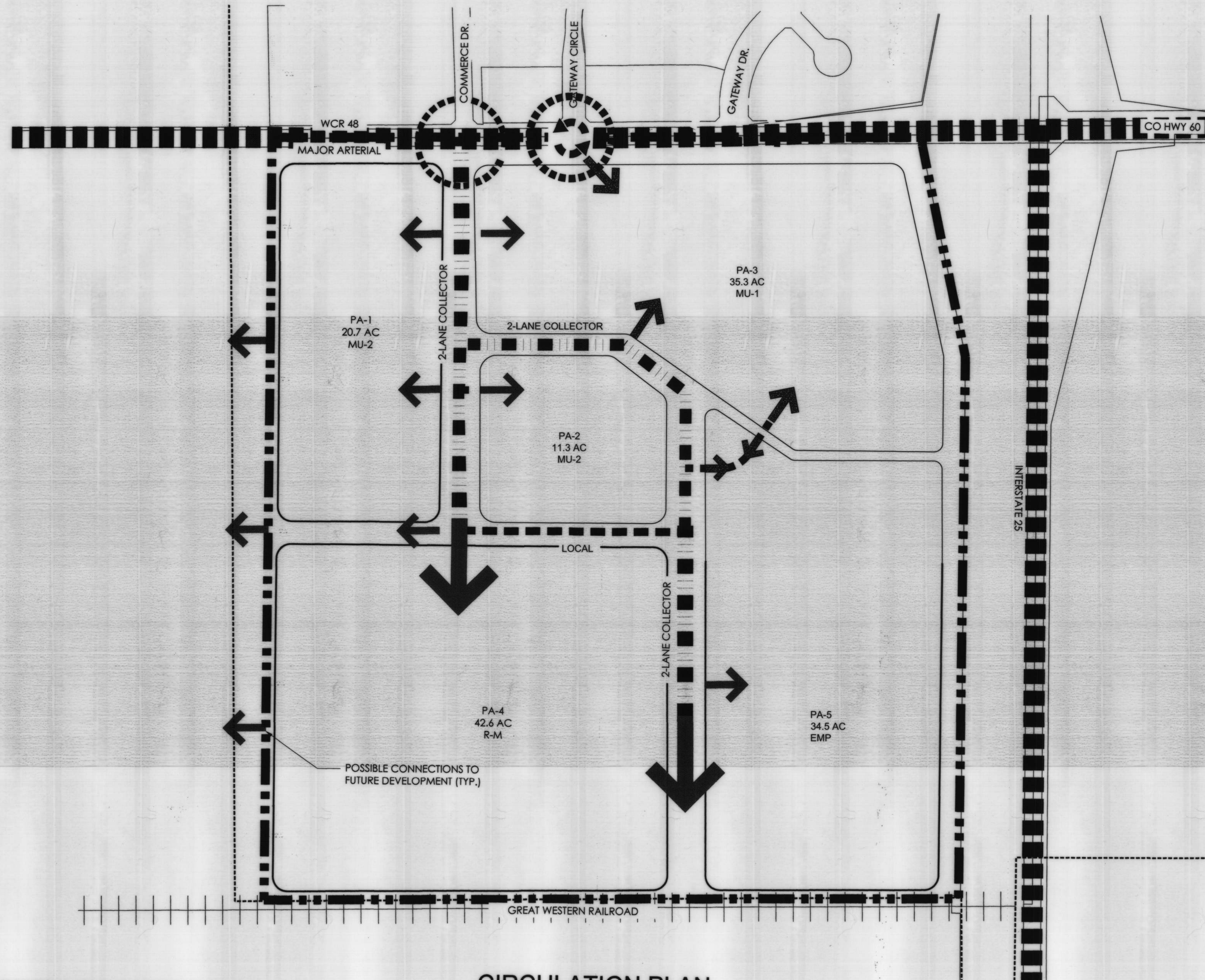
MIXED USE 2 (MU-2): PREDOMINANTLY A NEIGHBORHOOD COMMERCIAL / RESIDENTIAL FOCUS. THIS ZONE PRIMARILY ALLOWS FOR COMMERCIAL USES ALONG WITH HIGH DENSITY RESIDENTIAL.

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OUTLINE DEVELOPMENT PLAN AMENDMENT 1 WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



CIRCULATION PLAN

Scale: 1"= 200'-0"



LEGEND

- COLLECTOR (2-LANE & 4-LANE)
- MAJOR ARTERIAL/HIGHWAY
- LOCAL
- PROPOSED* FULL MOVEMENT INTERSECTION
- POTENTIAL ACCESS
- PROPOSED ROUNDABOUT

ALL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE PLANS ARE INCLUDED TO ILLUSTRATE THE OVERALL CONCEPTS ONLY.

*DEPENDENT ON TRAFFIC IMPACT STUDY AT TIME OF INDIVIDUAL DEVELOPMENT APPROVALS

ODP REVISION 02/23/2021

Kimley»Horn

terraclina
design
PLATTE
LAND & WATER, LLC
CORE
CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

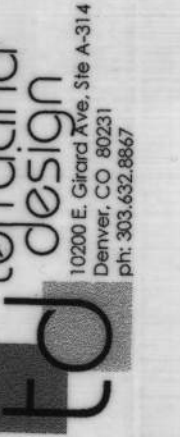
OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
5 OF 12

OUTLINE DEVELOPMENT PLAN WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

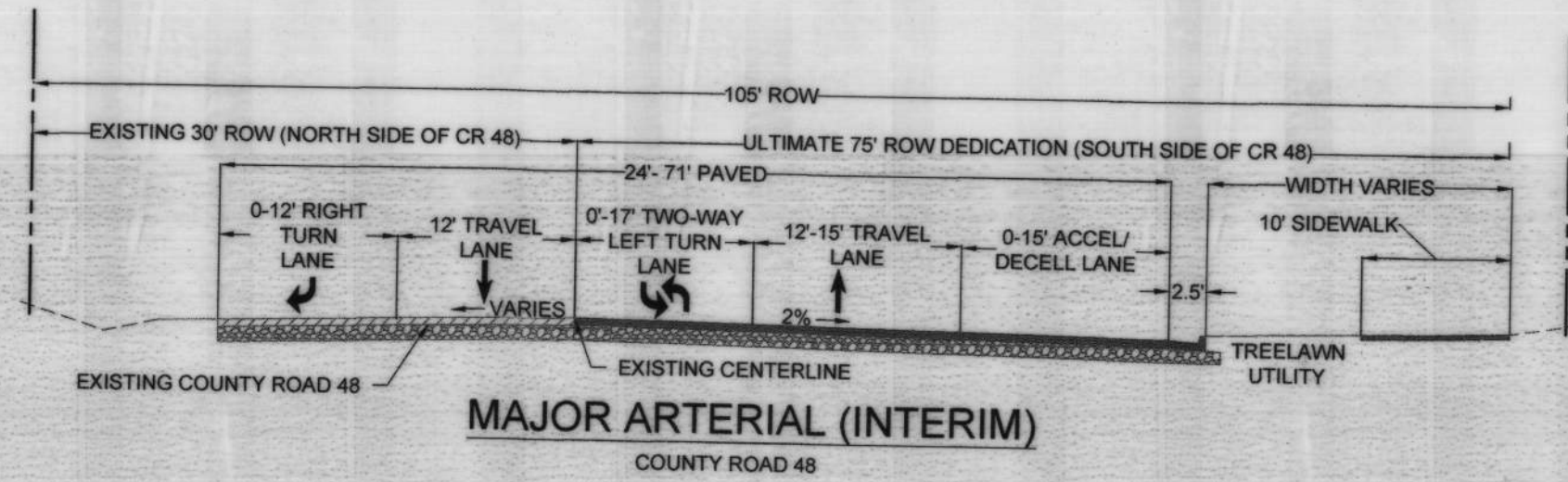


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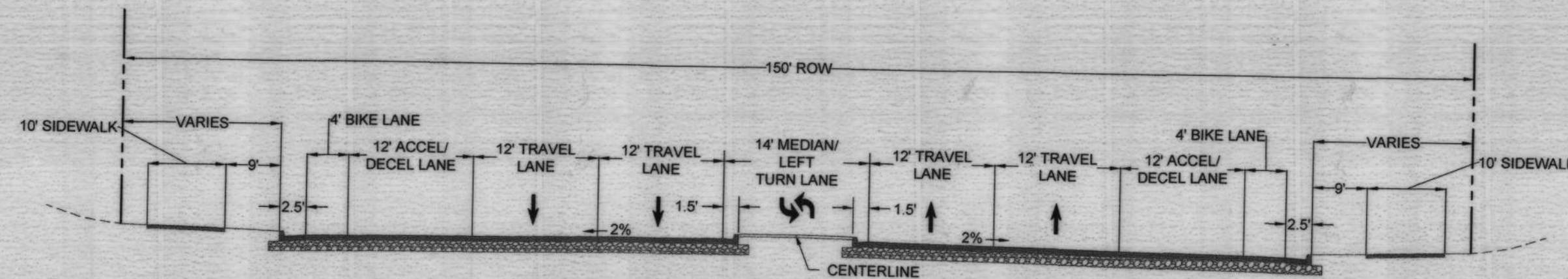
WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
CONCEPTUAL STREET SECTIONS

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

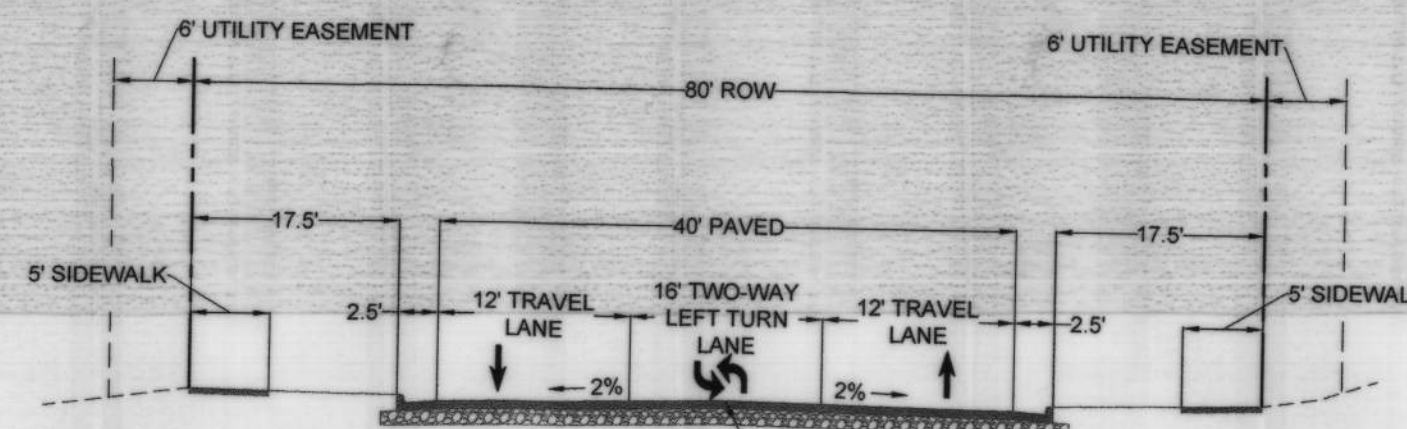
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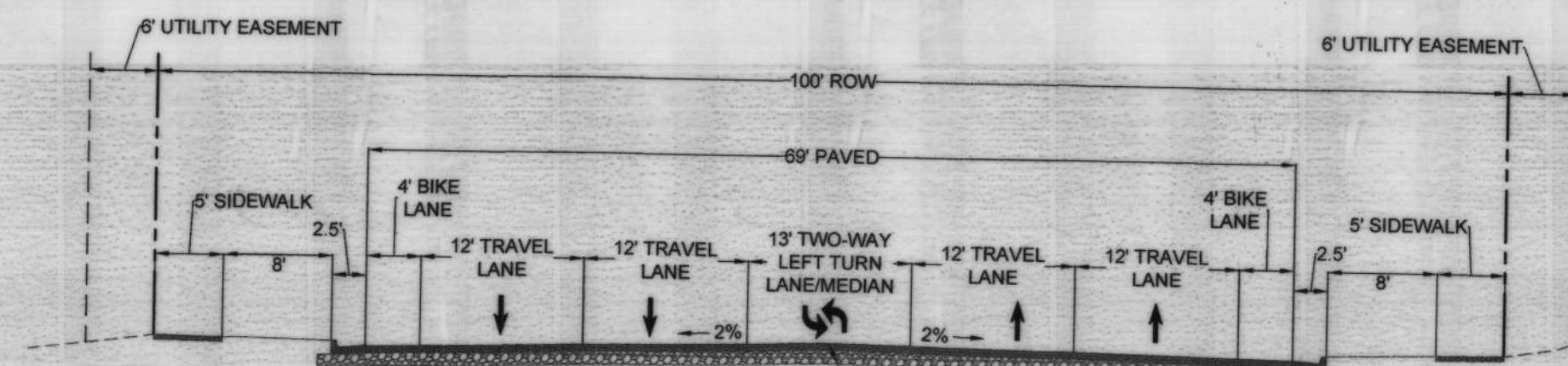
MAJOR ARTERIAL (INTERIM)
COUNTY ROAD 48



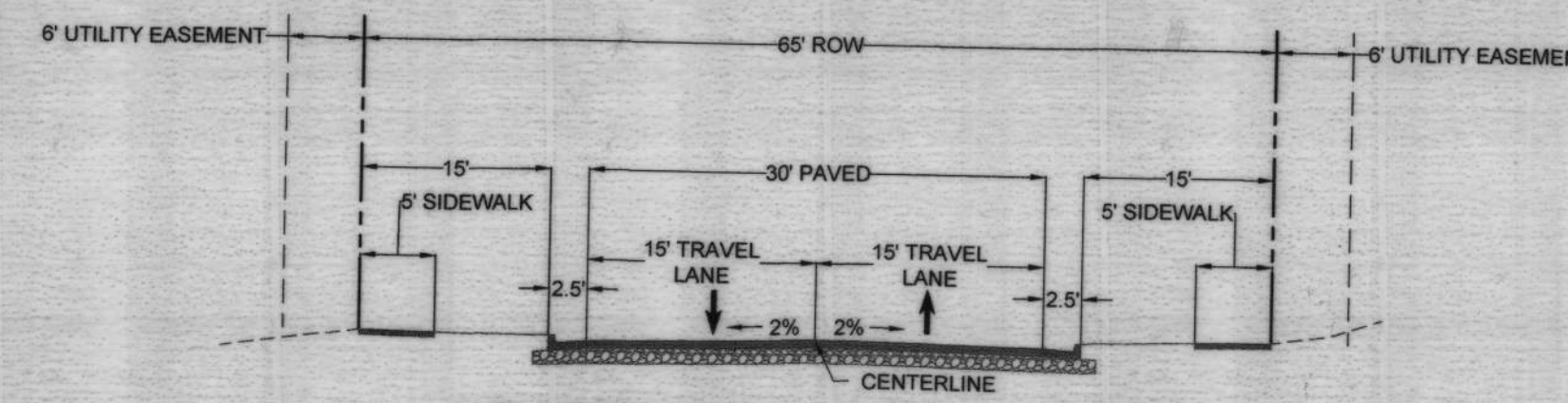
FUTURE MAJOR ARTERIAL (ULTIMATE)
COUNTY ROAD 48



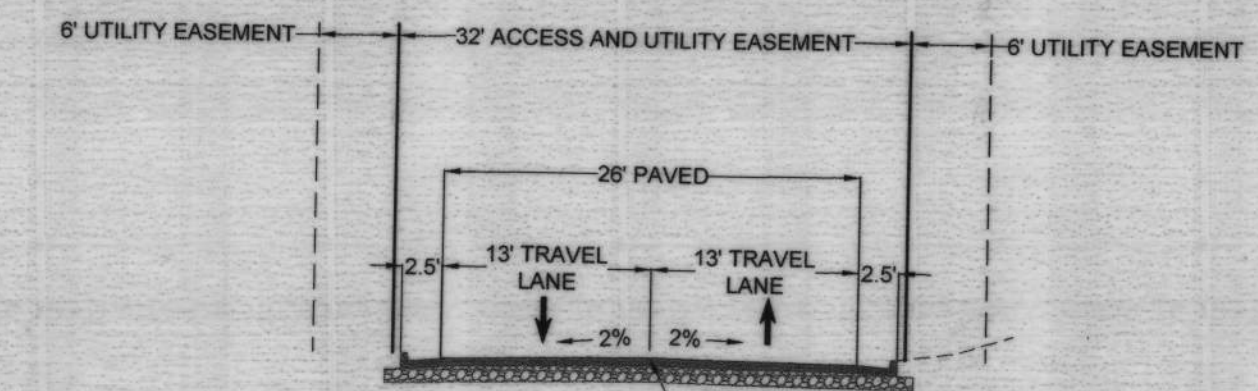
2-LANE COLLECTOR WITH FLUSH MEDIAN



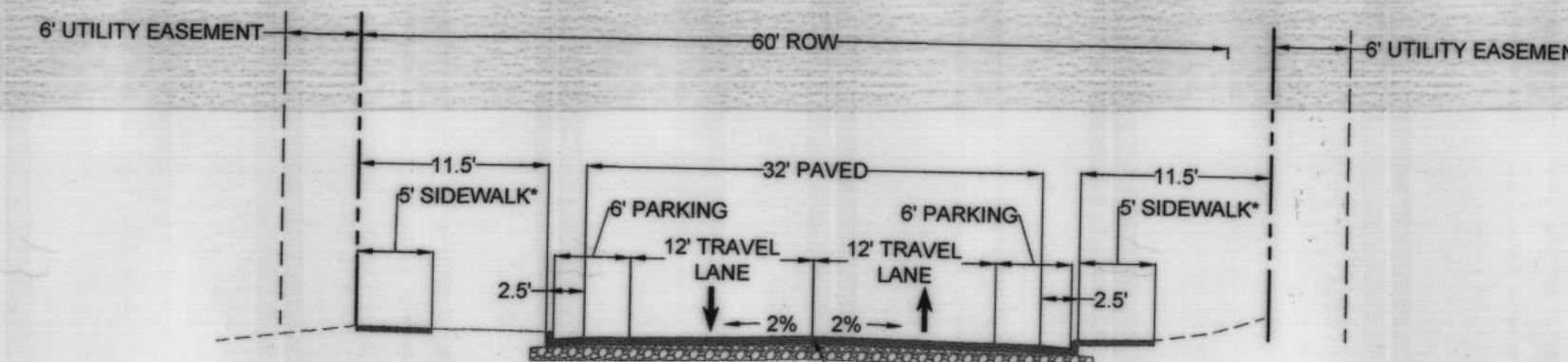
4-LANE COLLECTOR



NON-RESIDENTIAL LOCAL STREET



PRIVATE ROAD



RESIDENTIAL LOCAL STREET
* ATTACHED OR DETACHED WALK AT DISCRETION OF DEVELOPER

CONCEPTUAL STREET SECTIONS

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

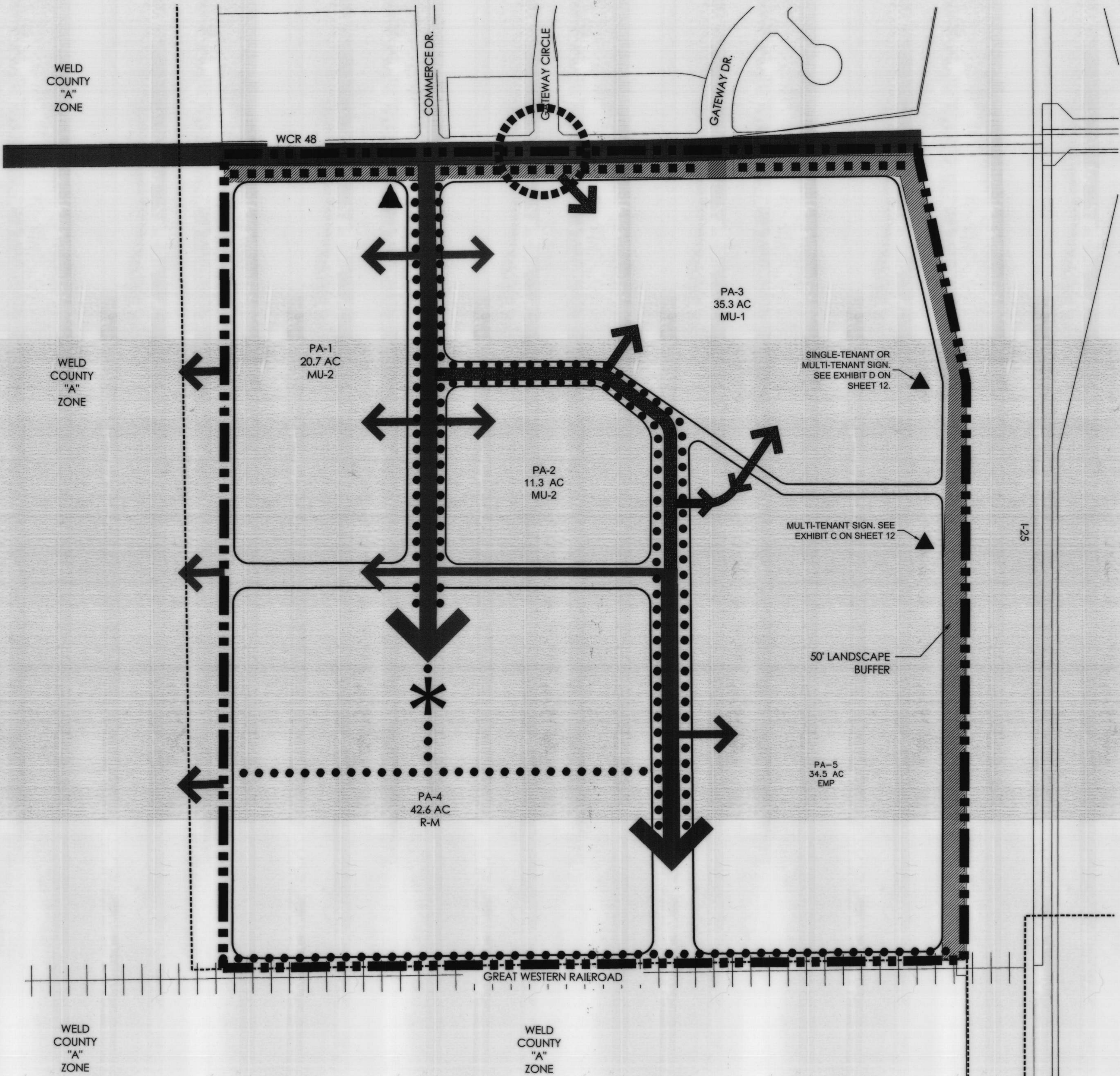
LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

OPEN AREA

- A. FOR THE PURPOSES OF THIS PUD, "OPEN SPACE OR LANDSCAPE AREA" IS REFERRED TO AS "OPEN AREA."
- B. OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL LANDSCAPE AREA, OPEN SPACE AREA, OR SIMILAR AREAS REQUIRED PER THE JOHNSTOWN CODE REQUIREMENTS.
- C. SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA.
- D. MULTI-FAMILY RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM OF 30% OPEN AREA.
- E. COMMERCIAL AND LIGHT INDUSTRIAL DEVELOPMENT WILL REQUIRE A MINIMUM 20% OPEN AREA.
- F. OPEN AREA REQUIREMENTS WILL BE CALCULATED ON A NET BASIS EXCLUDING PUBLIC RIGHT OF WAY.
- G. LANDSCAPE BUFFERS AND DETENTION PONDS CAN COUNT TOWARDS OPEN AREA REQUIREMENT. OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING A LARGER AND MORE FUNCTIONAL OPEN AREA) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPER DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH PRELIMINARY AND FINAL DEVELOPMENT PLAN THAT IS CONTRIBUTING TO THAT OPEN AREA.
- H. OPEN SPACE LOCATED WITHIN A SINGLE FAMILY DETACHED OR SINGLE FAMILY ATTACHED LOT CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.
- I. USABLE OPEN AREA CAN COUNT TOWARDS OPEN AREA REQUIREMENT.

USABLE OPEN AREA

- A. WELTY RIDGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS.
- B. USABLE OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL DEDICATED OPEN SPACE REQUIREMENTS PER THE JOHNSTOWN CODE.
- C. USABLE OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING AT LARGER AND MORE FUNCTIONAL PARK OR SIMILAR USES) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED USEABLE OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH FINAL PLAT THAT IS CONTRIBUTING TO THAT AREA.
- D. A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED.
- E. USABLE OPEN AREA MAY OWNED BY THE TOWN, METRO DISTRICT, OR HOA. OWNERSHIP TO BE DETERMINED AT THE TIME OF PRELIMINARY AND FINAL DEVELOPMENT PLANS
- F. WHERE PRACTICAL USABLE OPEN AREA SHOULD BE CONTIGUOUS.
- G. DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS.



LEGEND

- 5' PEDESTRIAN WALK
- 10' PEDESTRIAN WALK
- PARK
- PRIMARY MONUMENTATION
- LANDSCAPE BUFFER

ALL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE PLANS ARE INCLUDED TO ILLUSTRATE THE OVERALL CONCEPTS ONLY.

TRAILS & OPEN SPACE PLAN

Scale: 1"= 200'-0"

0 100 200 400

N

ODP REVISION 02/23/2021
Kimley»Horn

terracing
design
10000 E. Grand Ave., Ste. A-314
Denver, CO 80231
PA 1000000000

PLATTE
LAND & WATER, LLC

CORE
CONSULTANTS

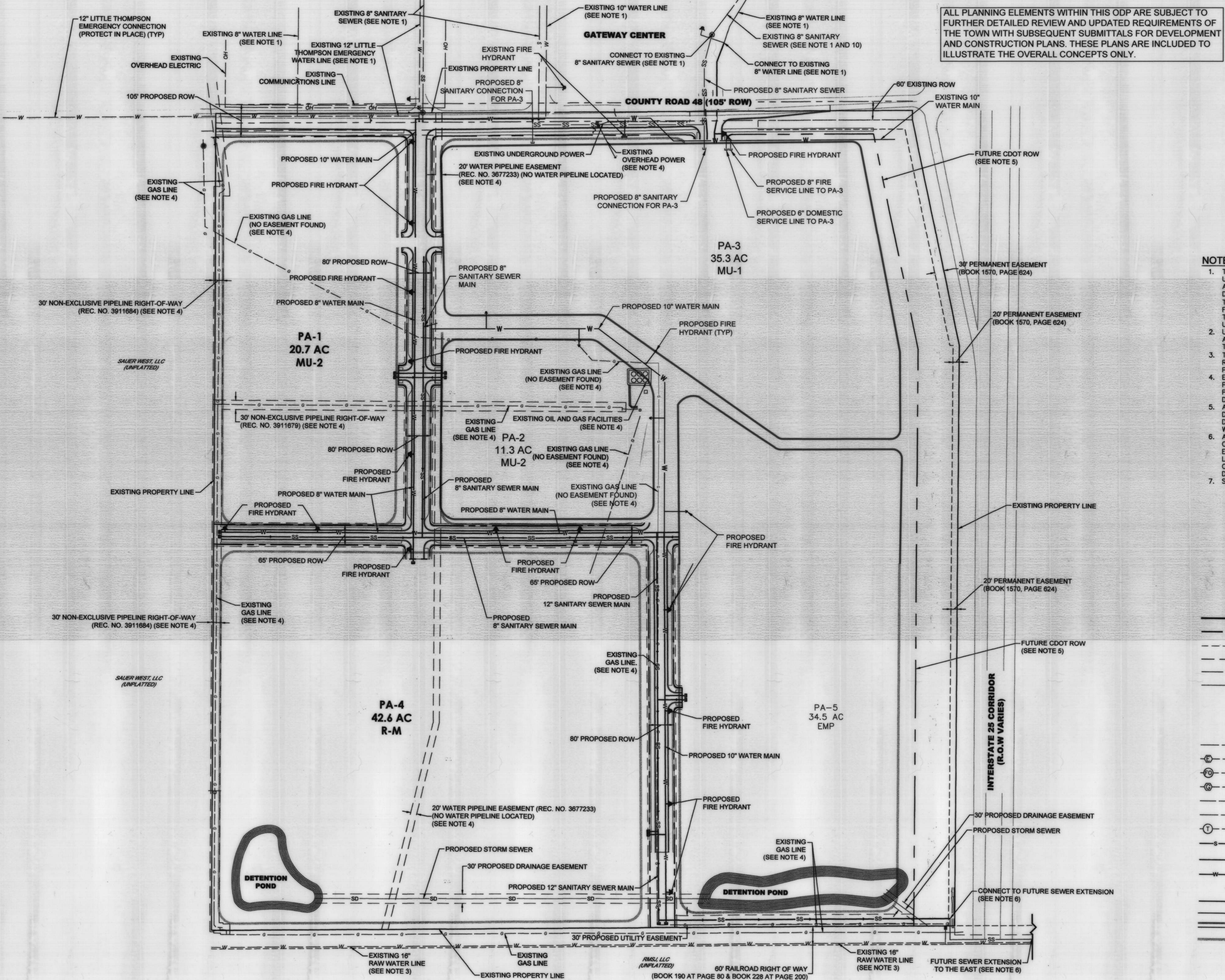
#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
TRAILS & OPEN SPACE PLAN

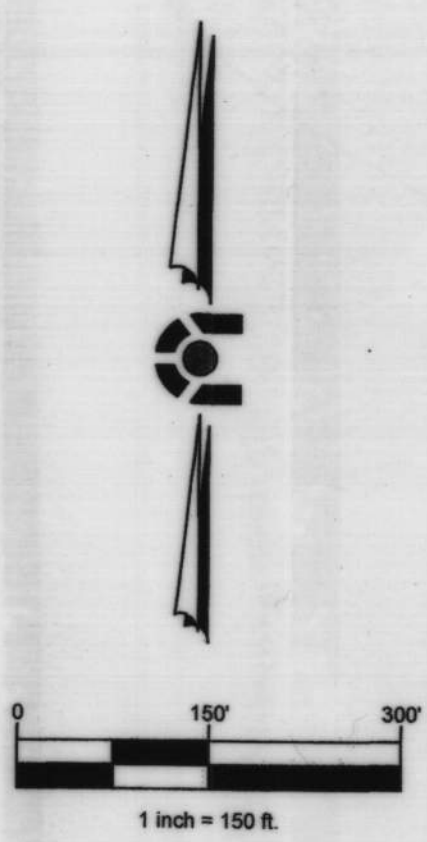
DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM
AMENDED
SHEET
7 OF 12

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



ALL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE PLANS ARE INCLUDED TO ILLUSTRATE THE OVERALL CONCEPTS ONLY.



NOTES

1. THE SIZE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AND BASED OFF THE BEST AVAILABLE INFORMATION WHEN SHOWN ON THESE DRAWINGS. EXACT LOCATION OF EXISTING UTILITIES AND TIE-IN POINTS SHALL BE DETERMINED/CONFIRMED DURING FINAL DESIGN. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNKNOWN UTILITIES.
2. UTILITY MAINS AND SERVICES ARE SHOWN SCHEMATICALLY AND FINAL PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
3. THE 16" RAW WATER LINE TO THE SOUTH OF THE WELTY RIDGE PROPERTY IS NON-POTABLE AND WILL NOT PROVIDE A LOOPED CONNECTION TO THE SITE.
4. EXISTING EASEMENTS AND UTILITIES IN CONFLICT WITH PROPOSED DESIGN SHALL BE VACATED AND REMOVED PRIOR TO CONSTRUCTION. EXACT LIMITS WILL BE DETERMINED DURING FINAL DESIGN.
5. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I-25 WIDENING PROJECT.
6. AN OFFSET SEWER MAIN IS REQUIRED TO BE CONSTRUCTED TO THE EAST THAT CONNECTS INTO THE EXISTING JOHNSTOWN SANITARY SEWER SYSTEM. SEWER LINE BELOW I-25 SHALL BE BORED AND PERMITTED WITH CDOT. EXACT SIZE AND LOCATION SHALL BE DETERMINED DURING FINAL DESIGN.
7. SEE SHEET 6 FOR ROADWAY CROSS SECTIONS.

LEGEND

- PROPERTY LINE
- PROPOSED ROW
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- EXISTING ROW
- EXISTING SWALE
- EX. / PR. LIGHT POLE
- EX. / PR. SIGNS
- EX. POWER POLE
- CABLE TV
- ELECTRIC & METER
- FIBER OPTIC LINE & MH
- GAS LINE & METER
- IRRIGATION
- OVERHEAD POWER
- TELEPHONE LINE & MH
- PROPOSED SANITARY MAIN W/ FLOW ARROW
- PROPOSED SANITARY STUB
- PROPOSED WATER MAIN
- FIRE HYDRANT ASSEMBLY
- PROPOSED WATER STUB
- PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- PLANNING AREA DELINEATION

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#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

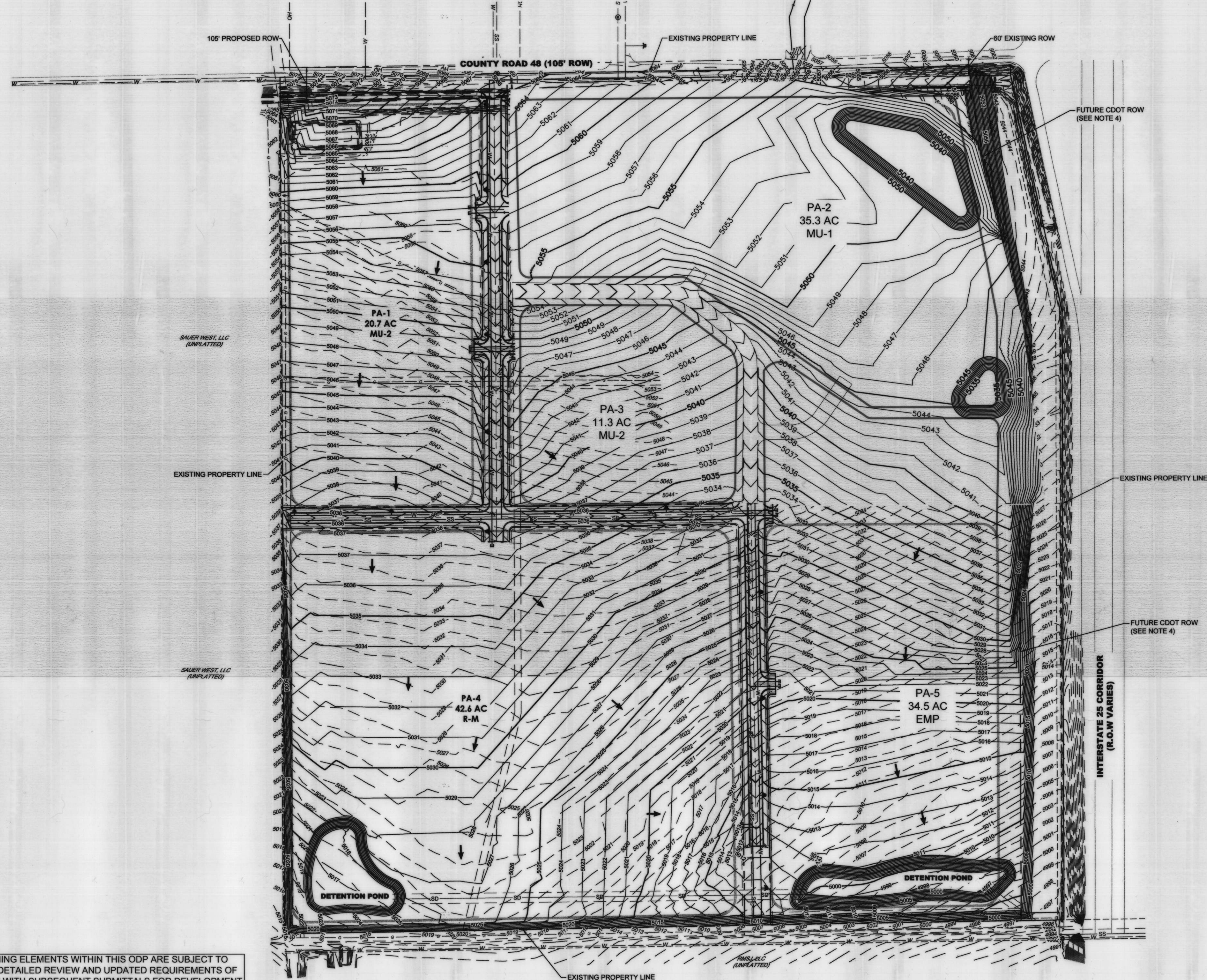
WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
CONCEPTUAL UTILITY PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

AMENDED
SHEET
8 OF 12

OUTLINE DEVELOPMENT PLAN AMENDMENT 1 WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



NOTES

1. DETENTION POND SIZING AND LOCATIONS ARE CONCEPTUAL AND WILL BE DETERMINED DURING THE PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
2. THE TOPOGRAPHIC SURVEY AND BOUNDARY SHOWN ARE BASED ON THE FIELD SURVEY WORK OF PLS GROUP (PROJECT #18042.001). FIELD SURVEY WAS COMPLETED ON OR AROUND MAY 22, 2018.
3. SEE SHEET 8 FOR ROADWAY CROSS SECTIONS.
4. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I-25 WIDENING PROJECT.

LEGEND

- PROPERTY LINE
- PROPOSED CURB & GUTTER
- PROPOSED R.O.W.
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PLANNING AREA DELINEATION
- FLOW ARROW

ALL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE PLANS ARE INCLUDED TO ILLUSTRATE THE OVERALL CONCEPTS ONLY.

terracedesign
LAND & WATER, LLC
1000 E. CO. RD. 200
JOHNSTOWN, CO 80420
PH: 303.632.8667

PLATTE
LAND & WATER, LLC

CORE
CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

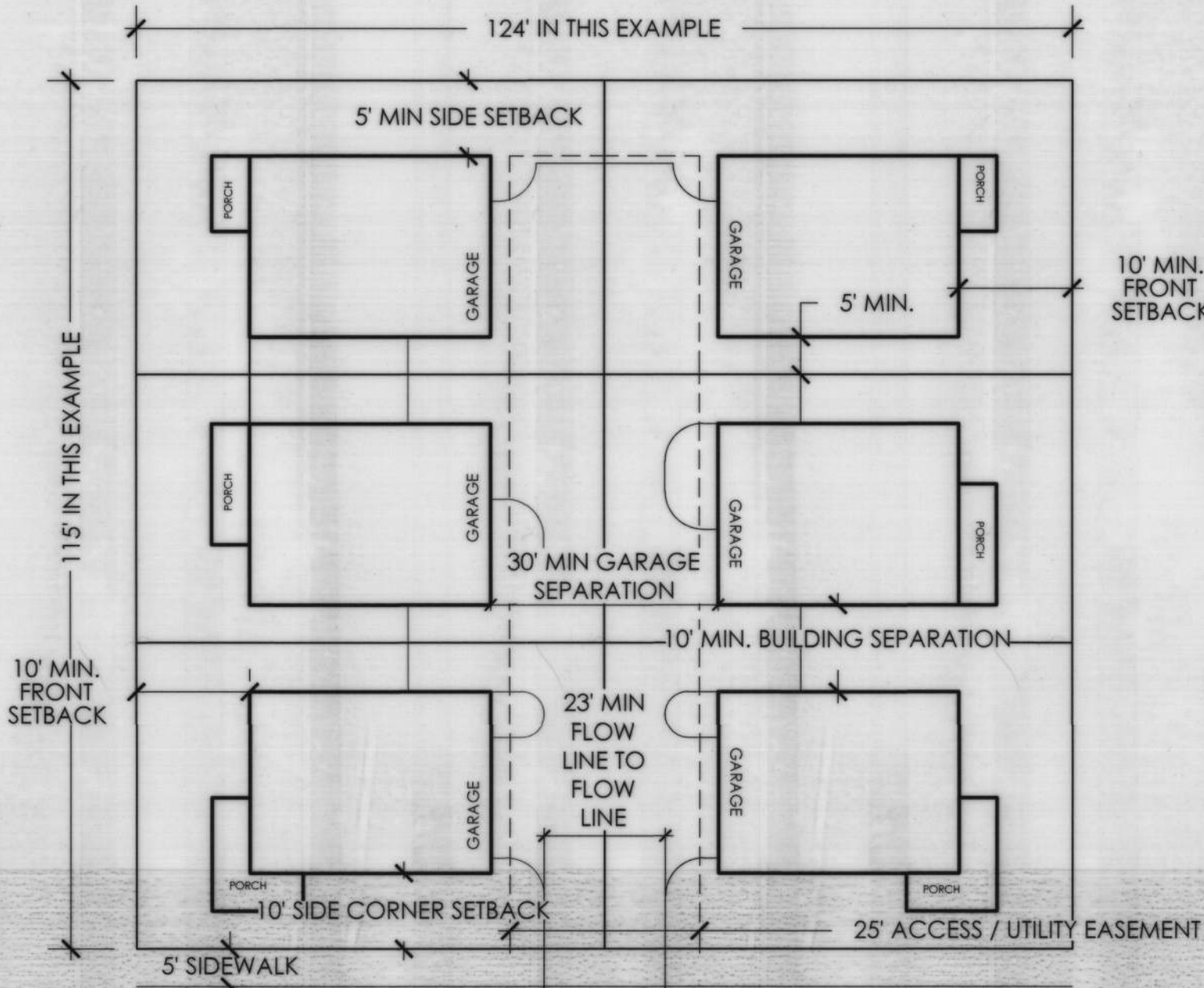
AMENDED
SHEET
9 OF 12

OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

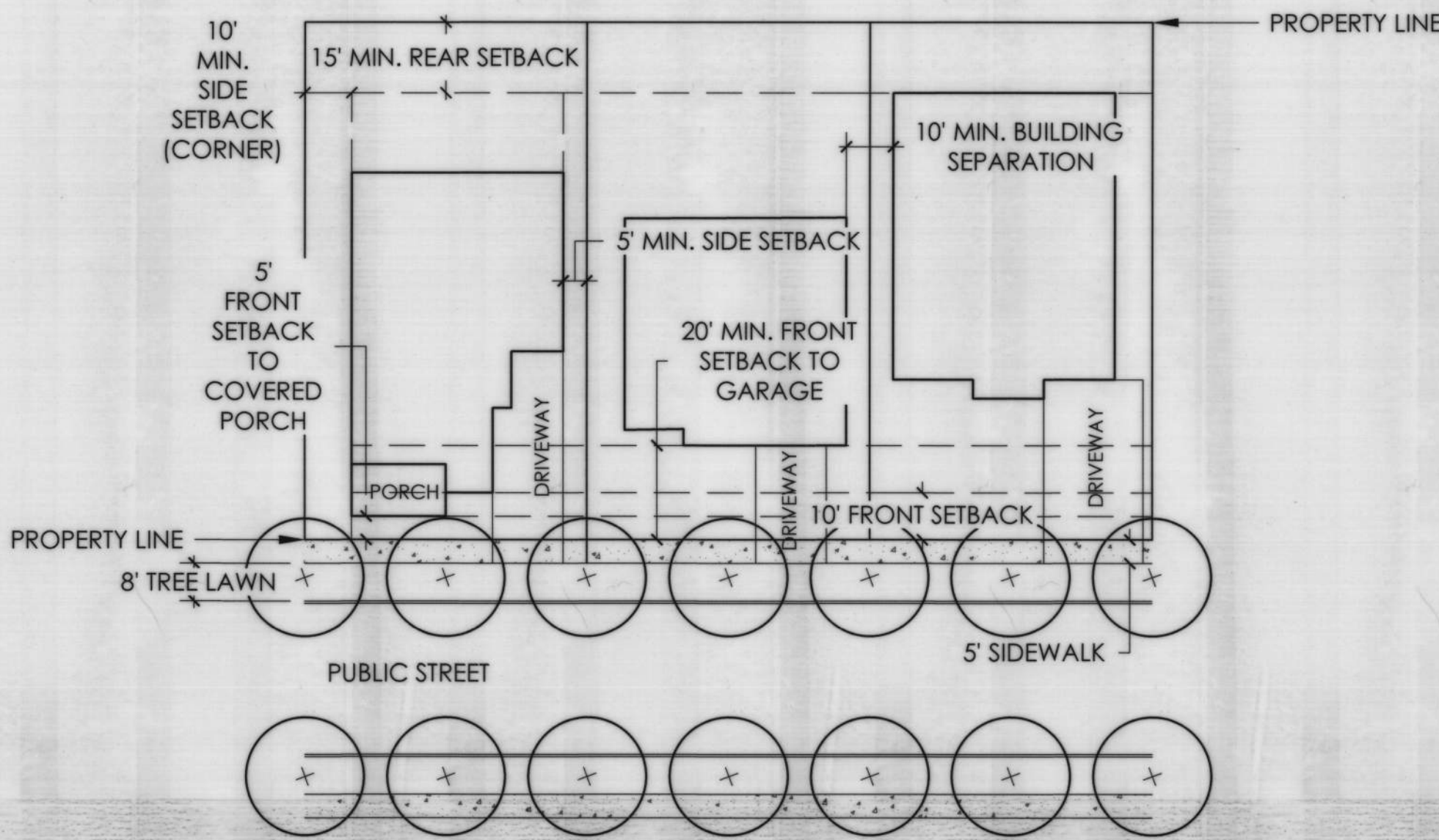
LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DEVELOPMENT STANDARDS

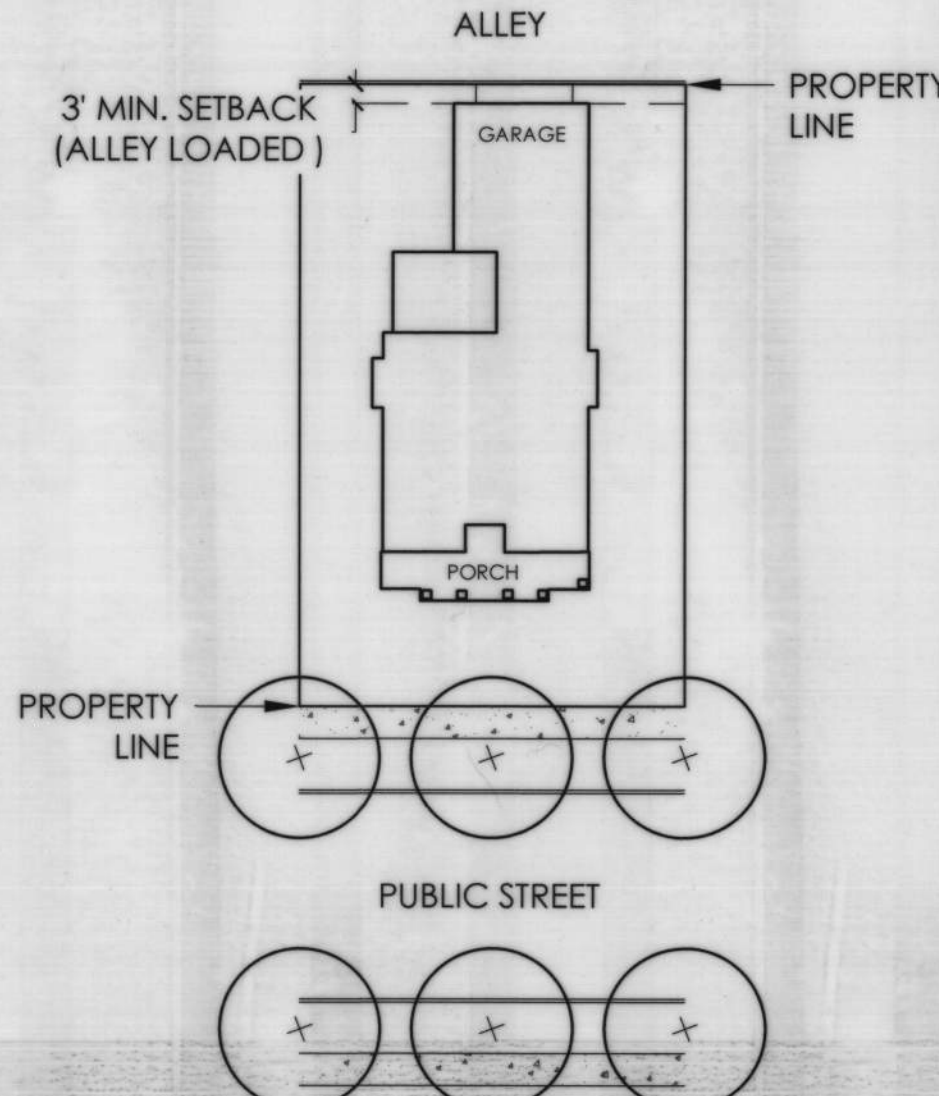
- A. ARCHITECTURAL ELEMENTS SUCH AS ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SEPARATIONS. NO PORTION OF THE STRUCTURE ABOVE GROUND MAY ENCROACH INTO THE THREE-FOOT BUILDING TO PROPERTY LINE SETBACK WITHOUT MODIFICATION AND BUILDING DEPARTMENT REVIEW AND APPROVAL. OTHER SUBSURFACE ARCHITECTURAL ELEMENTS INCLUDING STRUCTURAL ELEMENTS OF THE BUILDING FOUNDATION MAY ENCROACH INTO BUILDING SEPARATIONS OR SETBACKS PROVIDED THAT SUCH ELEMENTS REMAIN ENTIRELY WITHIN THE LOT UPON WHICH THEY ORIGINATED. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. A ZERO LOT LINE MAY BE UTILIZED WHEN A MAINTENANCE EASEMENT AND SIDEYARD EASEMENTS ARE EXECUTED SUBJECT TO I.B.C. REQUIREMENTS.
- C. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY STRUCTURE AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
- D. SINGLE FAMILY DETACHED (SFD) AND SINGLE FAMILY ATTACHED (SFA) FRONT LOADED GARAGES REQUIRE A MINIMUM 18' DRIVEWAY FROM THE GARAGE FACE TO THE BACK OF WALK.
- E. ANY LAND USE OF A LOWER DENSITY MAY BE DEVELOPED WITHIN A HIGHER DENSITY PARCEL AS LONG AS IT FOLLOWS STANDARDS OF THE LOWER DENSITY LISTED IN THE TABLES.
- F. ALLEY LOADED SINGLE FAMILY RESIDENTIAL MAY FRONT ON AN ARTERIAL STREET WITH APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.



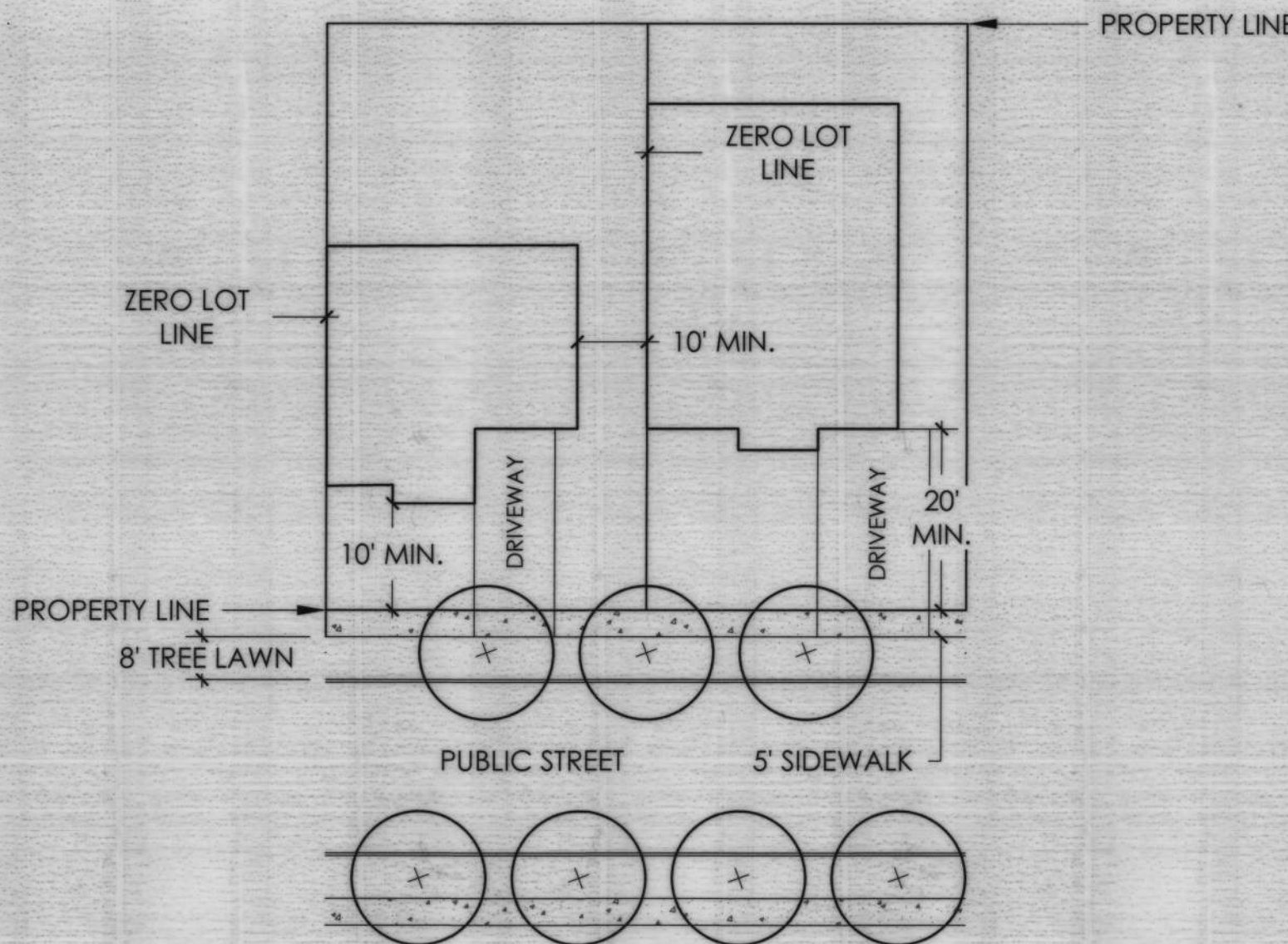
CLUSTER HOME EXAMPLE A - GREEN COURT



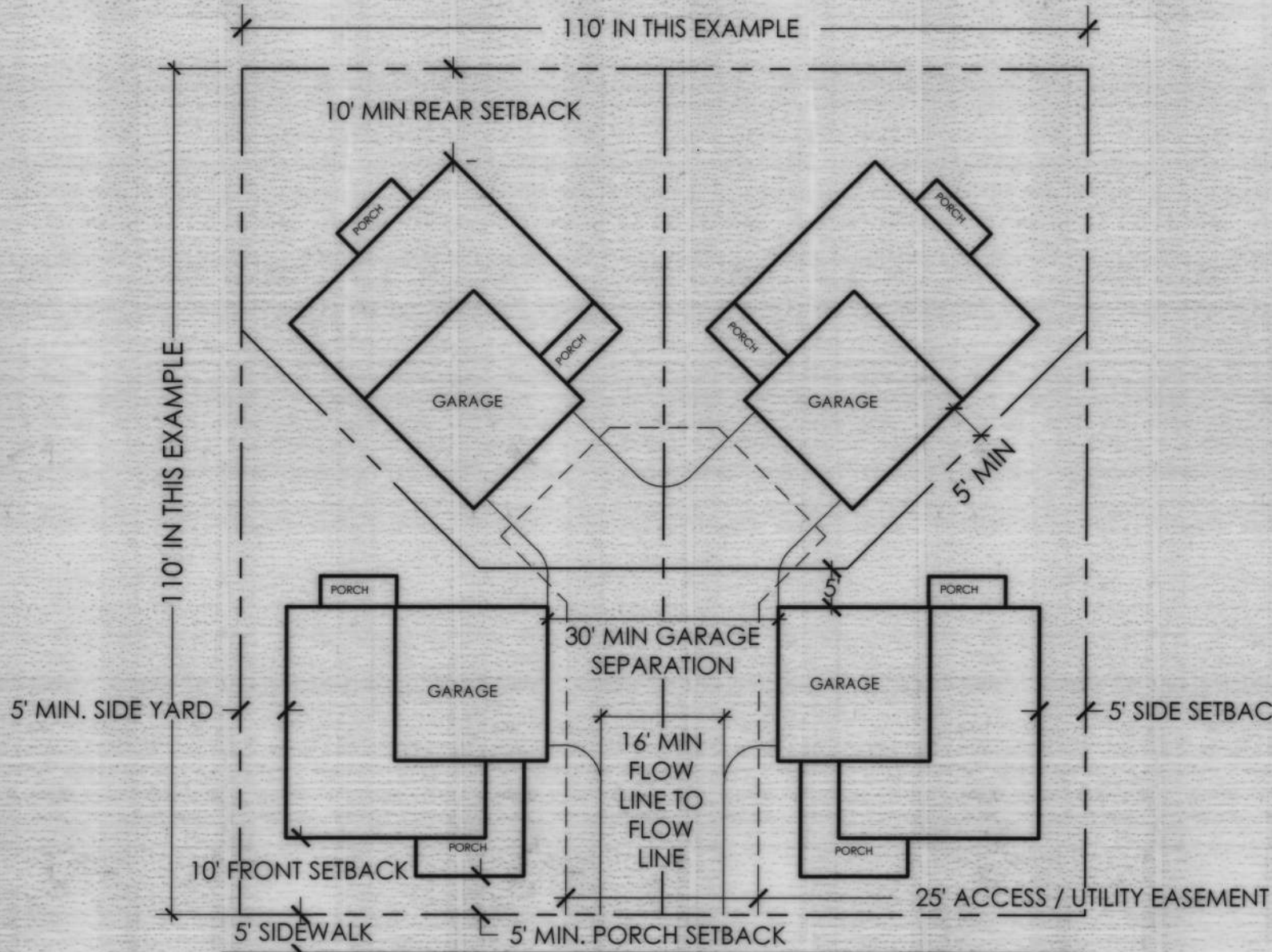
FRONT LOAD SINGLE FAMILY DETACHED TYPICAL



ALLEY LOAD SINGLE FAMILY DETACHED TYPICAL



ZERO LOT LINE TYPICAL



CLUSTER HOME EXAMPLE B - MOTOR COURT

LAND USE DEVELOPMENT STANDARDS MATRIX			
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
SINGLE FAMILY DETACHED (SFD)			
STANDARDS	R-M	MU-2	
MINIMUM LOT SIZE	3,200	3,200	
MINIMUM CLUSTER LOT SIZE	2,000	2,000	
PARKING REQUIREMENT	CODE	CODE	
MAXIMUM HEIGHT	35'	35'	
PRINCIPAL USE			
	R-M	MU-2	
FRONT SETBACK TO BUILDING	10'	10'	
FRONT SETBACK TO COVERED PORCH	5'	5'	
FRONT SETBACK TO GARAGE	20'	18'	
FRONT SETBACK TO SIDE LOADED GARAGE	10'	10'	
SIDE SETBACK MINIMUM	0'	0'	
*BUILDING SEPARATION	10'	10'	
REAR SETBACK - FRONT LOAD	15'	15'	
REAR SETBACK - CLUSTER	10'	5'	
REAR SETBACK - ALLEY LOAD	3'	3'	
SIDE (CORNER) SETBACK	10'	10'	
ACCESSORY USE			
	R-M	MU-2	
MAXIMUM HEIGHT	15'	15'	
FRONT SETBACK	20'	20'	
SIDE SETBACK	3'*	0'	
REAR SETBACK	5'	0'	
REAR SETBACK (ALLEY LOAD GARAGE)	3'	3'	
SIDE (CORNER) SETBACK	15'	5'	

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

LAND USE DEVELOPMENT STANDARDS MATRIX			
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
MULTI-FAMILY AND SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL			
STANDARDS	R-M	MU-2	MU-1
MINIMUM LOT SIZE	1200	1200	1200
MAXIMUM HEIGHT	35'	50'	50'
PRINCIPAL USE			
	R-M	MU-2	MU-1
FRONT SETBACK TO BUILDING FACE	15'	5'	5'
FRONT SETBACK TO COVERED PORCH	10'	0'	0'
SIDE SETBACK MINIMUM	0'	0'	0'
SIDE SETBACK WITH EASEMENT	15'	10'	10'
*BUILDING SEPARATION	10'	10'	10'
REAR SETBACK	15'	10'	10'
REAR SETBACK - ALLEY LOAD GARAGE	3'*	3'*	3'*
SIDE (CORNER) SETBACK	15'	5'	5'
ACCESSORY USE			
	R-M	MU-2	MU-1
MAXIMUM HEIGHT	15'	15'	15'
FRONT SETBACK	20'	20'	20'
SIDE SETBACK	5'	5'	5'
REAR SETBACK - NON GARAGE	10'	10'	10'
REAR SETBACK (ALLEY LOAD GARAGE)	3'*	3'*	3'*
SIDE (CORNER) SETBACK	15'	0'	0'

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

LAND USE DEVELOPMENT STANDARDS MATRIX			
NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
STANDARDS	MU-1	MU-2	EMP
MINIMUM LOT SIZE	0.5 AC	0.5 AC	0.5 AC
MAXIMUM LOT COVERAGE	60%	60%	60%
PRINCIPAL USE			
HEIGHT	75'	50'	75'
SETBACK FROM ARTERIAL	25'	25'	30'
SETBACK FROM COLLECTOR ROAD	10'	10'	15'
SETBACK FROM LOCAL ROAD	10'	10'	20'
SETBACK FROM PARKING	10'	10'	10'
*BUILDING SEPARATION	0'	0'	20'
BUILDING SETBACK FROM SFD STRUCTURE	20'	20'	50'
BUILDING SETBACK FROM SFA STRUCTURE	20'	20'	50'
SETBACK FROM MULTI-FAMILY (SEPARATE BUILDINGS)	0'	0'	20'
ACCESSORY USE			
HEIGHT	35'	35'	35'
STRUCTURE SETBACK FROM ARTERIAL	30'	30'	30'
PARKING SETBACK FROM ARTERIAL	15'	15'	15'
SETBACK FROM LOCAL ROAD	10'	10'	15'
SETBACK FROM PARKING	10'	10'	10'
SETBACK FROM PROPERTY LINE	5'	5'	5'

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)
** ACCESSORY USE BUILDING HEIGHT TO BE LESS THAN PRIMARY BUILDING HEIGHT.



#	REVISION DESCRIPTION	DATE	BY	#
1	APPROVED ODP	JANUARY 22, 2020		

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
DEVELOPMENT STANDARDS

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
10 OF 12

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PART 4 - COMMERCIAL, OFFICE AND LIGHT INDUSTRIAL
ARCHITECTURAL STANDARDS

4.1 GENERAL

THESE DESIGN STANDARDS APPLY TO THE CREATION OF AND IMPROVEMENTS TO HIGH VISIBILITY, NEIGHBORHOOD, COMMUNITY AND REGIONAL-SCALE COMMERCIAL AREAS. REQUIREMENTS APPLICABLE TO THE OVERALL NATURE OF THE PUD CAN BE FOUND IN THE GENERAL DESIGN GUIDELINES (PART 2) AND SHOULD BE VIEWED AS COMPLEMENTARY.

4.1.1 CONTEXT/SCALE

IN ORDER TO ACHIEVE COHESIVE DESIGNS WITHIN EACH AREA OF DEVELOPMENT, ATTENTION MUST BE PAID TO BUILDINGS AND FEATURES SURROUNDING THE PROPOSED IMPROVEMENT.

THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES, SHALL EMPLOY, ALONG A MINIMUM OF FORTY (40) PERCENT OF THE FACADE, AT LEAST TWO OF THE FOLLOWING IN AN EFFORT TO FORM COHESIVE DEVELOPMENT, DEFINE THE SPACES, AND TO BRING A PEDESTRIAN SCALE TO THE FACADES. THIS REQUIREMENT IS FOR ALL ELEVATIONS (360° DESIGN)

1. SIMILAR WINDOWS AND PATTERNS
2. REPETITION OF ROOF LINES
3. SIMILAR BUILDING MATERIALS AND TEXTURES
4. SHADING DEVICES (INCLUDING ARCADES, AWNINGS AND ARBORS)
5. SIMILAR PROPORTIONS OF ELEMENTS

4.1.2 ARTICULATION

WALL DESIGN FOR ALL FACADES SHALL VARY AT LEAST EVERY FIFTY (50) HORIZONTAL FEET BY USE OF AT LEAST TWO (2) OF THE FOLLOWING:

1. CHANGES IN COLOR, TEXTURE, OR MATERIALS.
2. CHANGES IN WALL PLANE PROJECTIONS, REVEALS, ENTRANCES, AND RECESSES WITH A MINIMUM CHANGE OF ONE FOOT.
3. CHANGE IN GLAZING / CURTAIN WALL
4. VARIETY IN ROOFS: SUCH AS PITCH, HEIGHT, AND STYLE.
5. ENHANCED ARTICULATION ALONG PEDESTRIAN PATHS

4.1.3 BUILDING ENTRANCES

PUBLIC BUILDING ENTRANCES SHOULD BE CLEARLY DEFINED AND FEATURE AT LEAST TWO (2) OF THE FOLLOWING ELEMENTS:

1. CANOPIES OR PORTICOS
2. OVERHANGS OR RECESSES OR PROJECTIONS
3. ARCADES
4. ARCHES
5. DISPLAY WINDOWS ALONG SIDEWALKS
6. INTEGRAL PLANTERS OR WING WALLS WITH INCORPORATED LANDSCAPE AREAS AND/OR PLACES FOR SITTING
7. DISTINCTIVE ROOF FORMS
8. AWNINGS
9. COLUMNS, TILE WORK, MOLDINGS, AND STONE INTEGRATED INTO THE DESIGN OF THE BUILDING

4.1.4 MECHANICAL EQUIPMENT, LOADING AREA, AND OUTDOOR STORAGE

ALL LOADING DOCKS, ACCESSORY OUTDOOR STORAGE AND SERVICE YARDS SHALL BE LOCATED TO THE SIDE AND REAR YARDS OF BUILDINGS.

ALL OUTDOOR STORAGE YARDS, LOADING DOCKS, SERVICE AREAS AND MECHANICAL EQUIPMENT SHALL BE CONCEALED FROM VIEW FROM RESIDENTIAL USES AND PUBLIC ROW BY A COMBINATION OF SCREENS AND SCREENING MATERIAL (PLANTS) AT LEAST AS HIGH AS THE EQUIPMENT OR AREAS THEY HIDE. THEY SHALL BE DESIGNED WITH COLORS AND MATERIALS SIMILAR TO THOSE USED ON THE BUILDING ARCHITECTURE. PLANTS USED IN COMBINATION WITH SCREENS/FENCING SHALL BE EVERGREEN.

THE OUTDOOR STORAGE REQUIREMENT DOES NOT PROHIBIT THE USE OF THE EXTERIOR SALES SUCH AS GRILLS, FIRE-PITS, ETC. EXTERIOR SALE ITEMS SHALL NOT BE REQUIRED TO BE CONCEALED FROM VIEW.

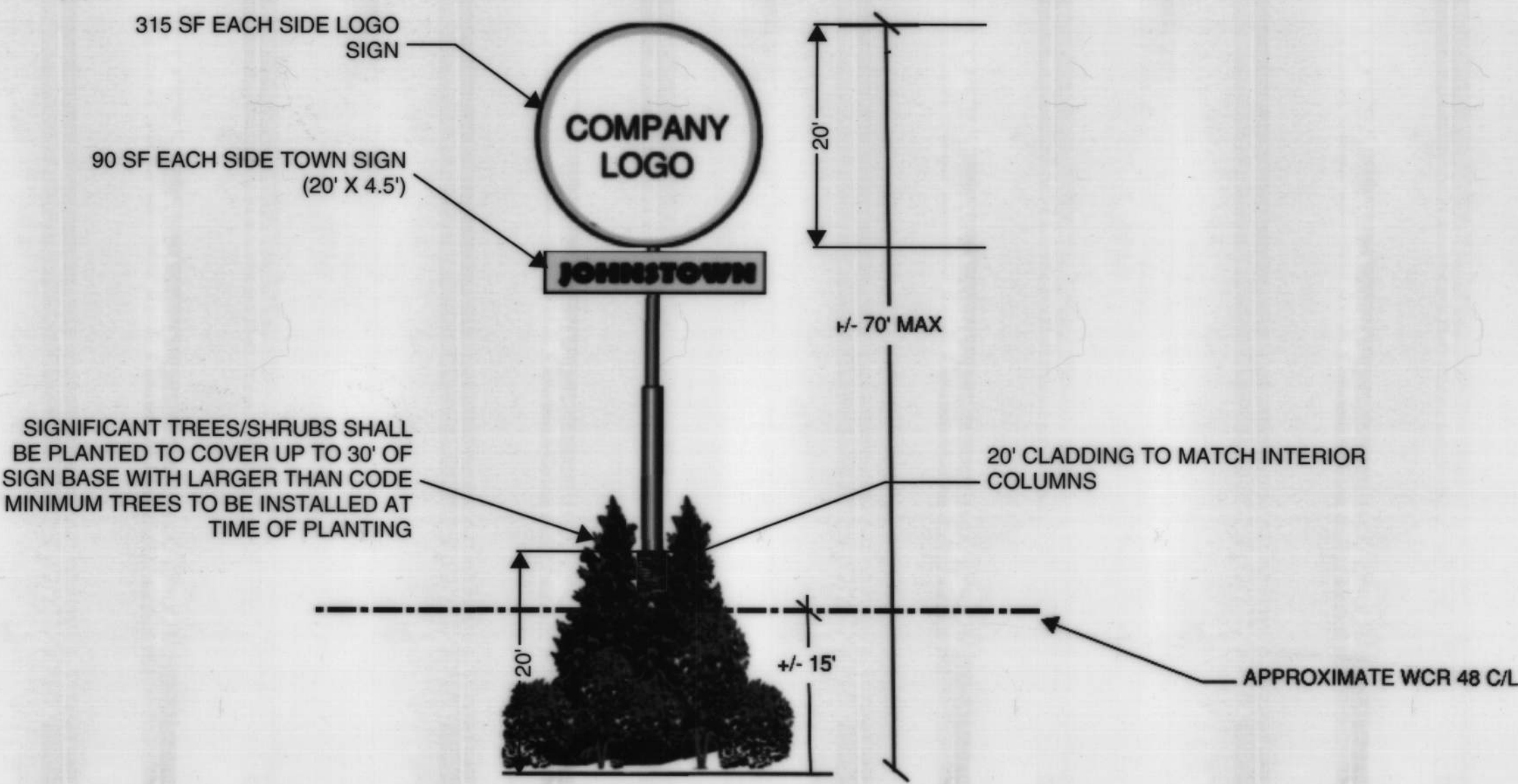
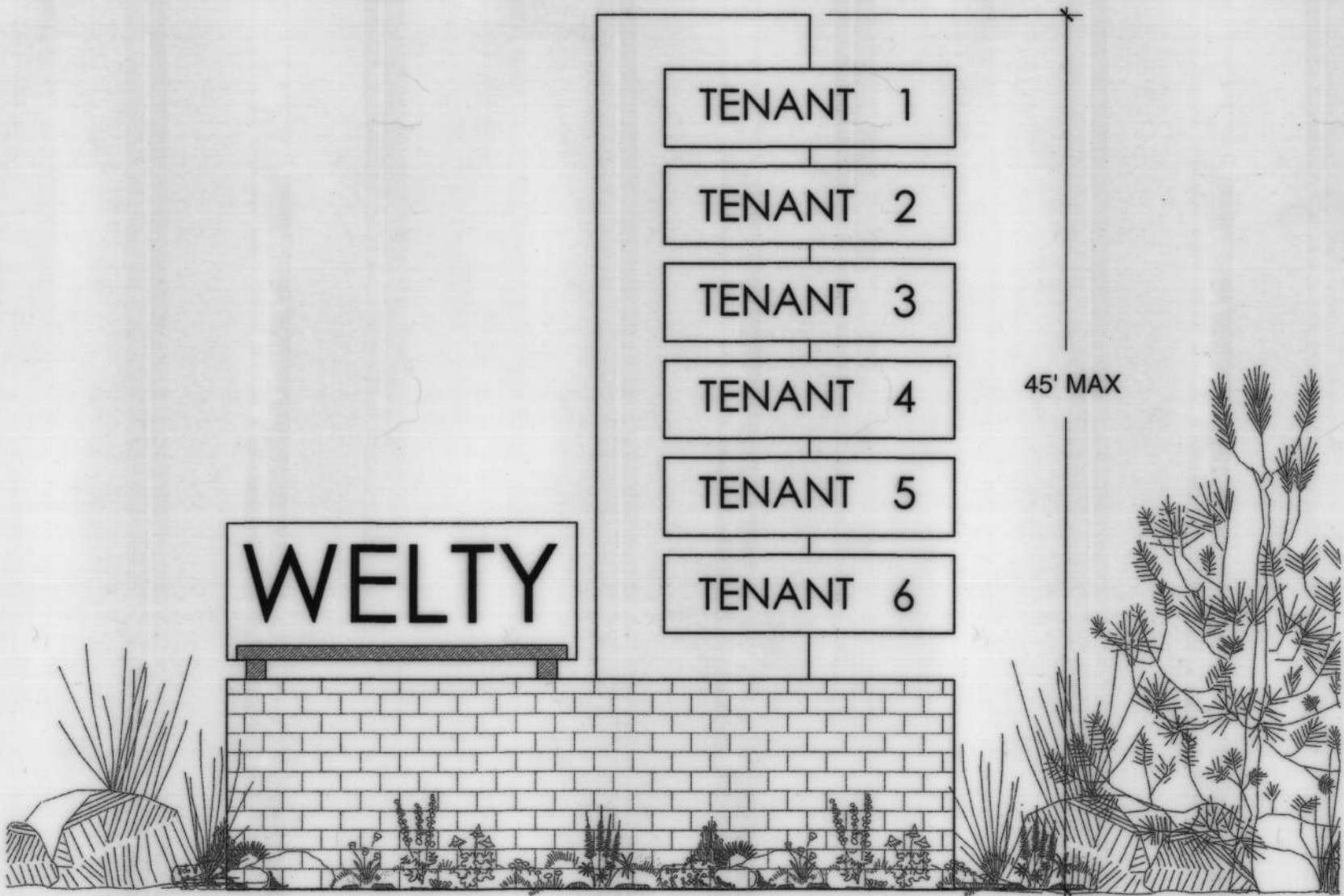
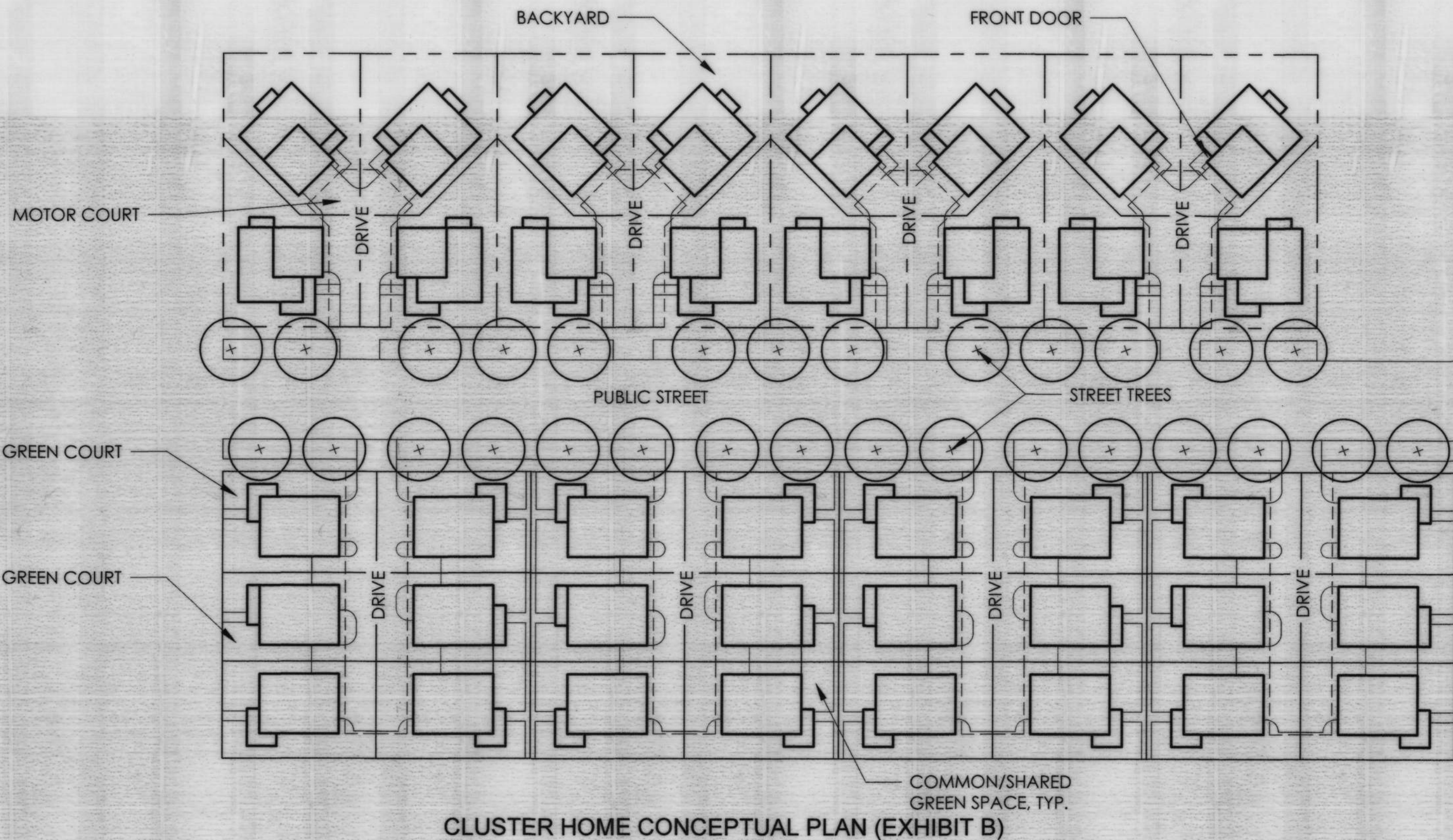
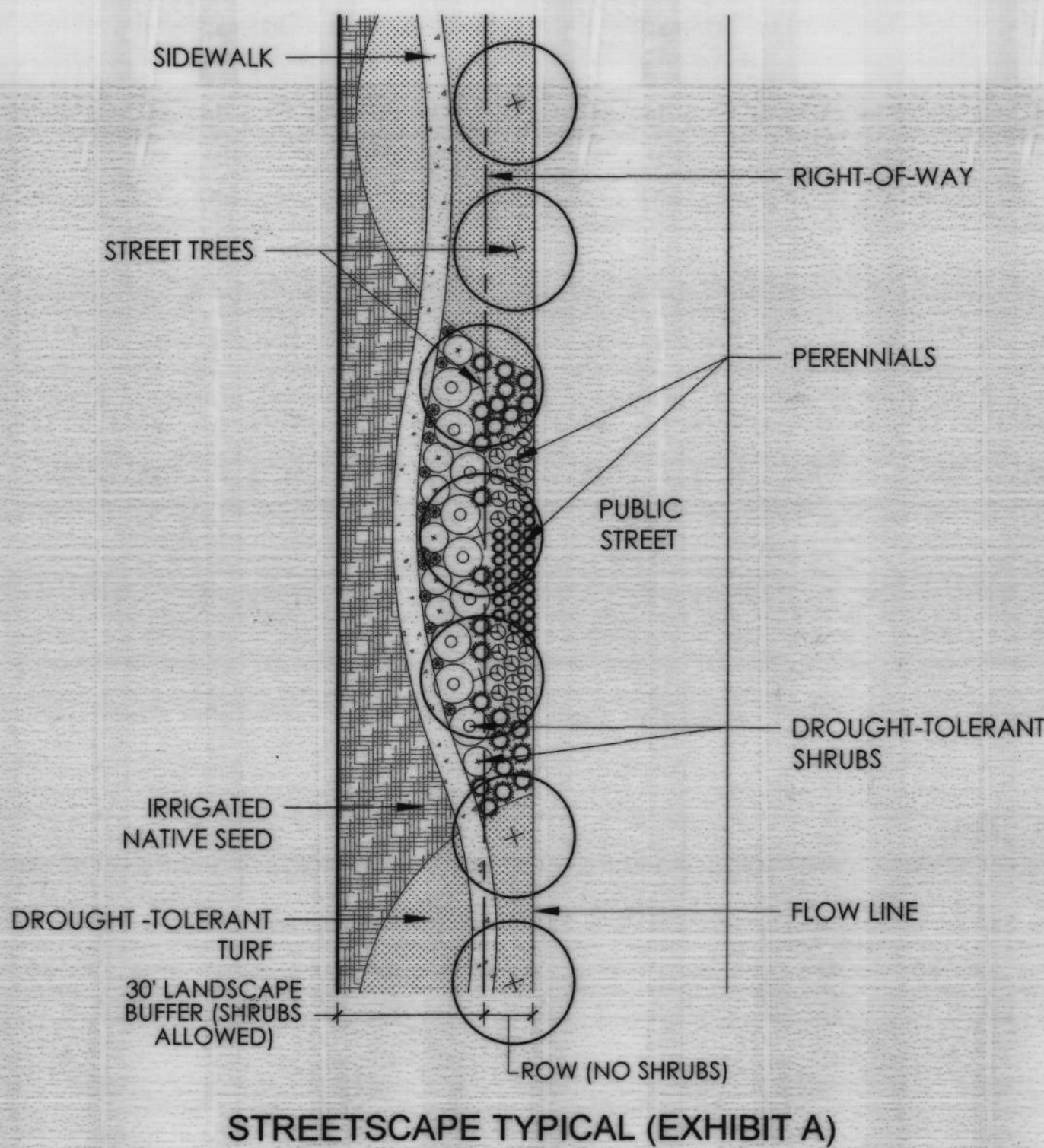
4.1.5 FENCES

ALL FENCING SHALL CONSIST OF WOODEN, STAKE, PARCEL PICKET, SPLIT RAIL, VINYL, WROUGHT IRON, AND/OR MASONRY. CHAIN LINK WILL ONLY BE ACCEPTED IN "EMP" AREAS FOR INDUSTRIAL USES.

EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, BUFFER, AND ANCHOR MATERIALS.

4.1.6 RETAINING WALLS

ANY PORTION OF CONCRETE OR MASONRY RETAINING WALLS VISIBLE FROM PUBLIC STREETS WILL BE COVERED WITH DECORATIVE MATERIALS SUCH AS STONE, BRICK OR STUCCO.



MULTI-TENANT HIGHWAY SIGN EXAMPLE (EXHIBIT C)

SINGLE-TENANT FREESTANDING SIGN EXAMPLE (EXHIBIT D)

Note: The proposed signage package for PA-3 shall be submitted as a master sign plan under separate cover

ODP REVISION 02/23/2021
Kimley»Horn

terracing
design
10200 E. Grand Ave., Ste. A-314
Denver, CO 80231
303.755.0000

PLATTE
LAND & WATER, LLC

CORE
CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
DESIGN GUIDELINES

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

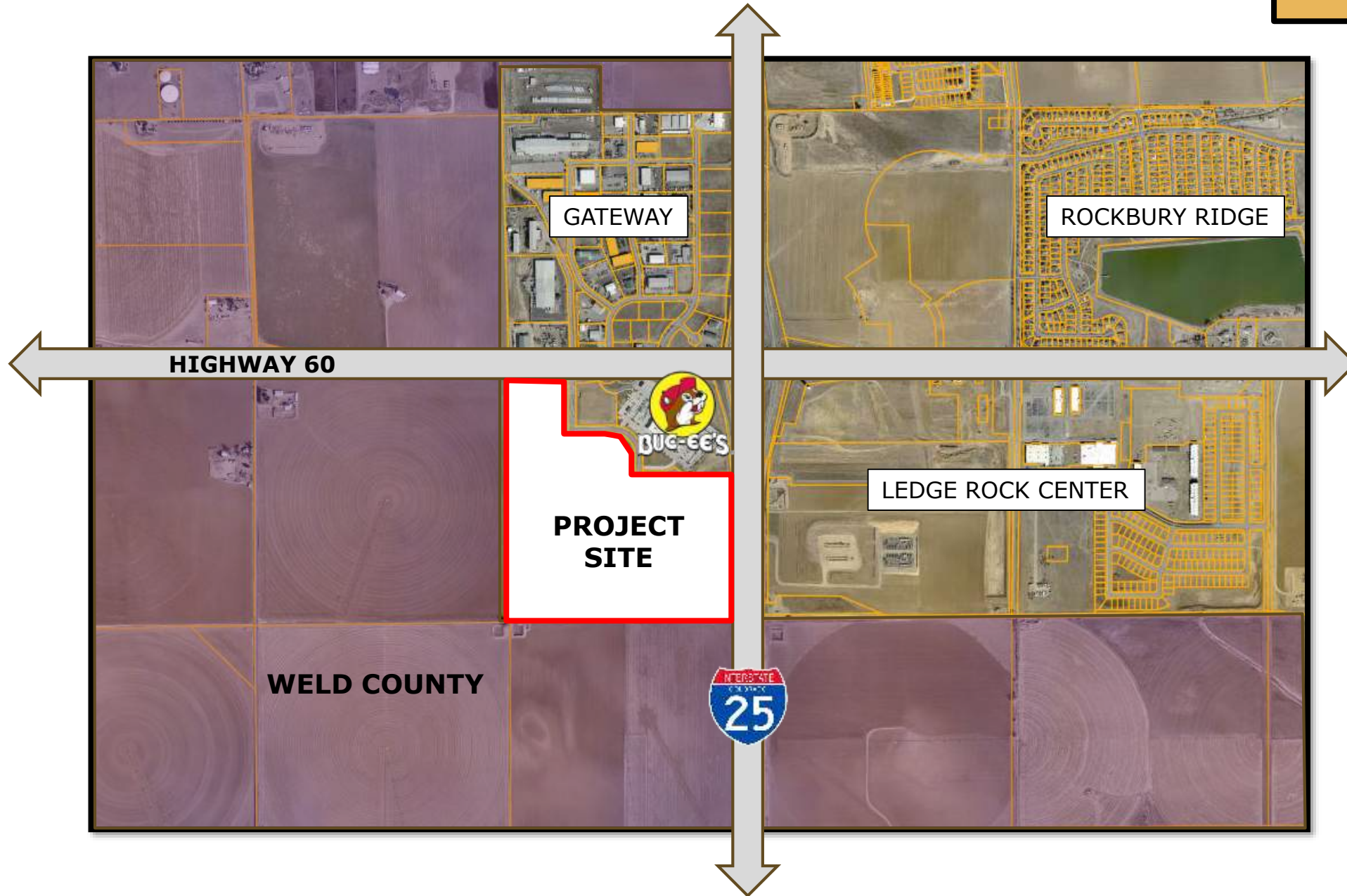
AMENDED
SHEET
12 OF 12

FINAL PLAT & FINAL DEVELOPMENT PLAN WELTY RIDGE FILING No. 2

CASE NO. SUB23-0010

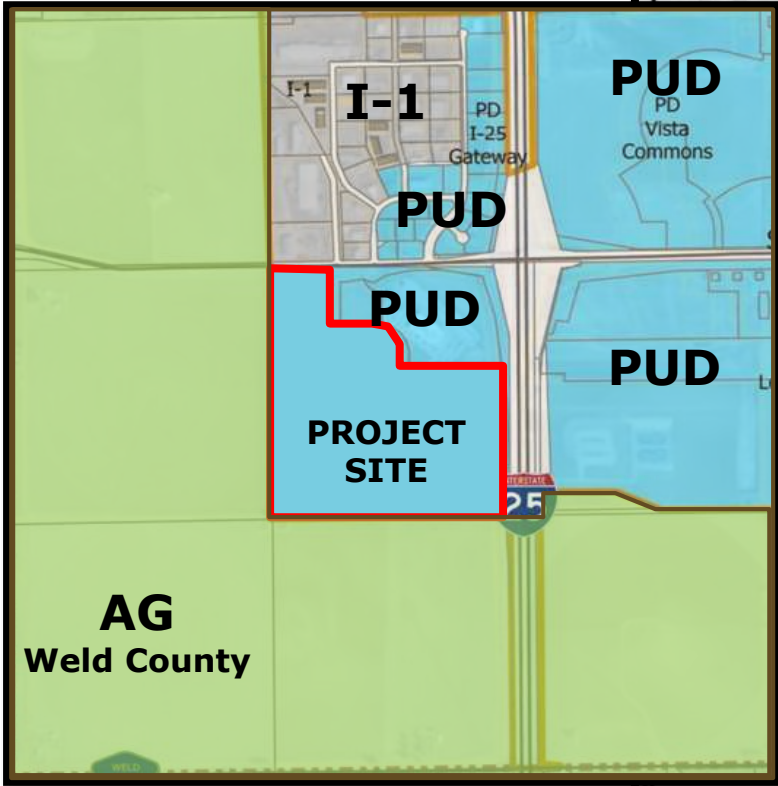
TOWN COUNCIL

September 16, 2024

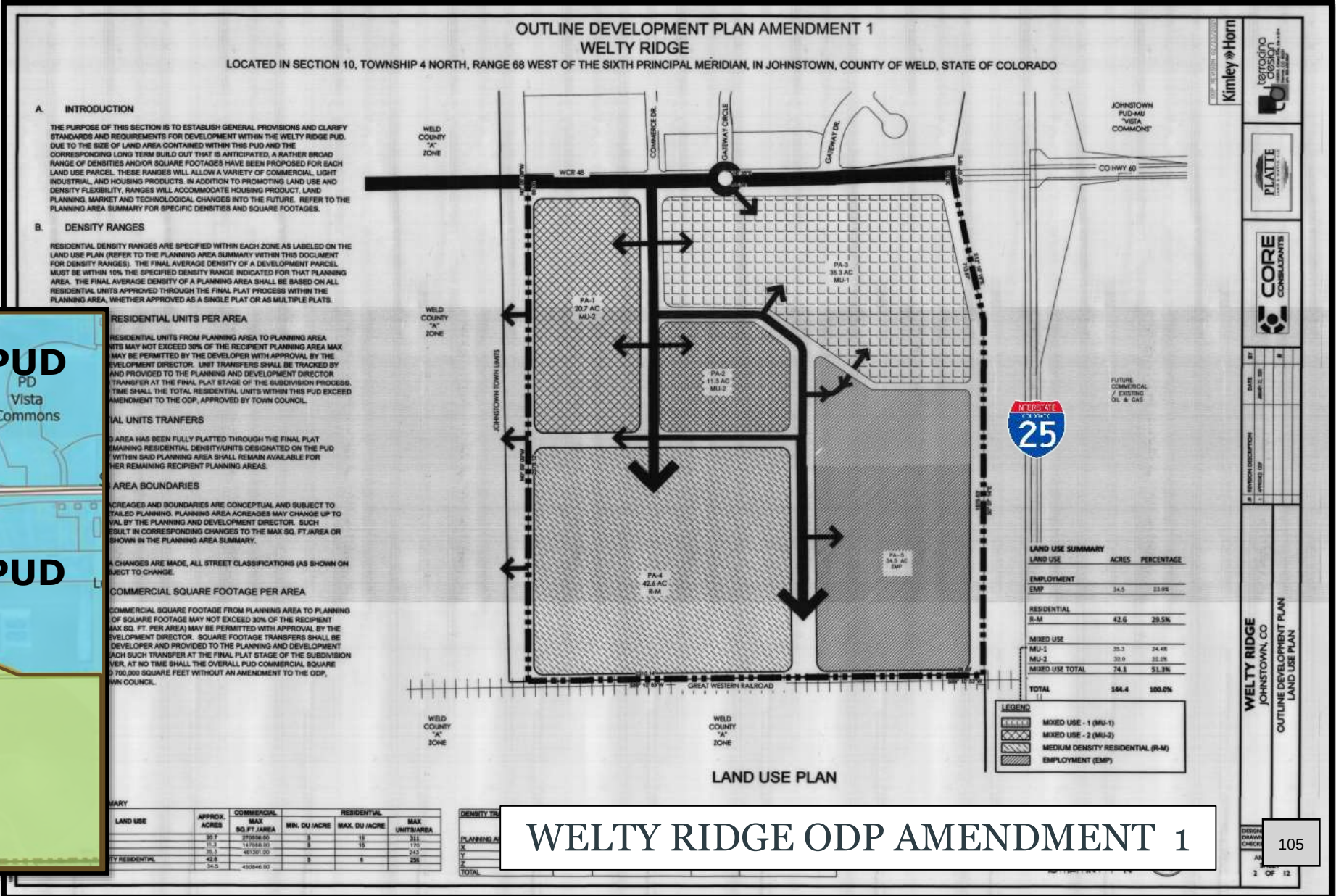


Approved in 2021
(Ordinance 2021-211)

- Established
- Planning Areas
 - Circulation
 - Development Standards
 - Land Uses
 - Street Designs



BACKGROUND

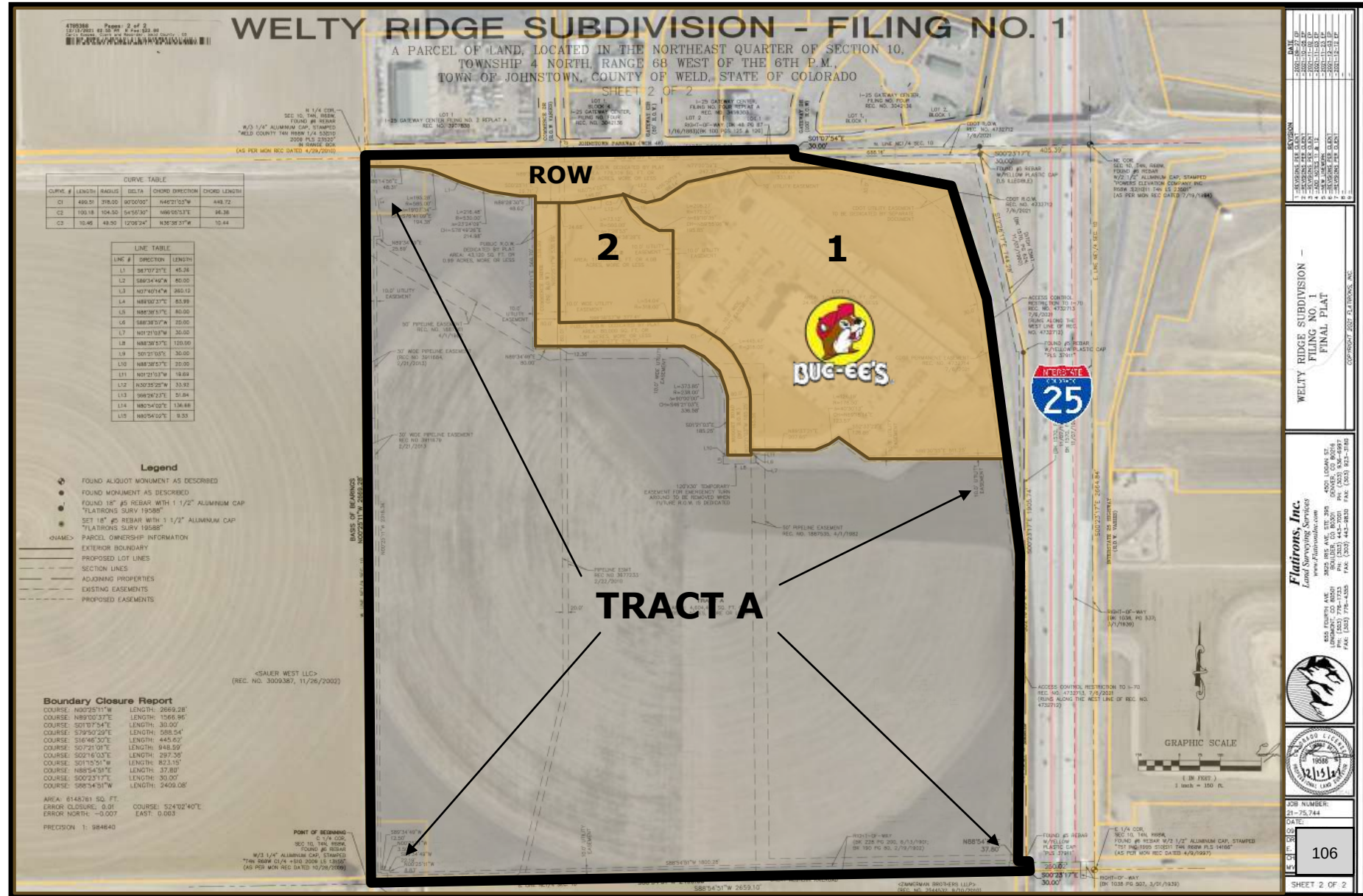


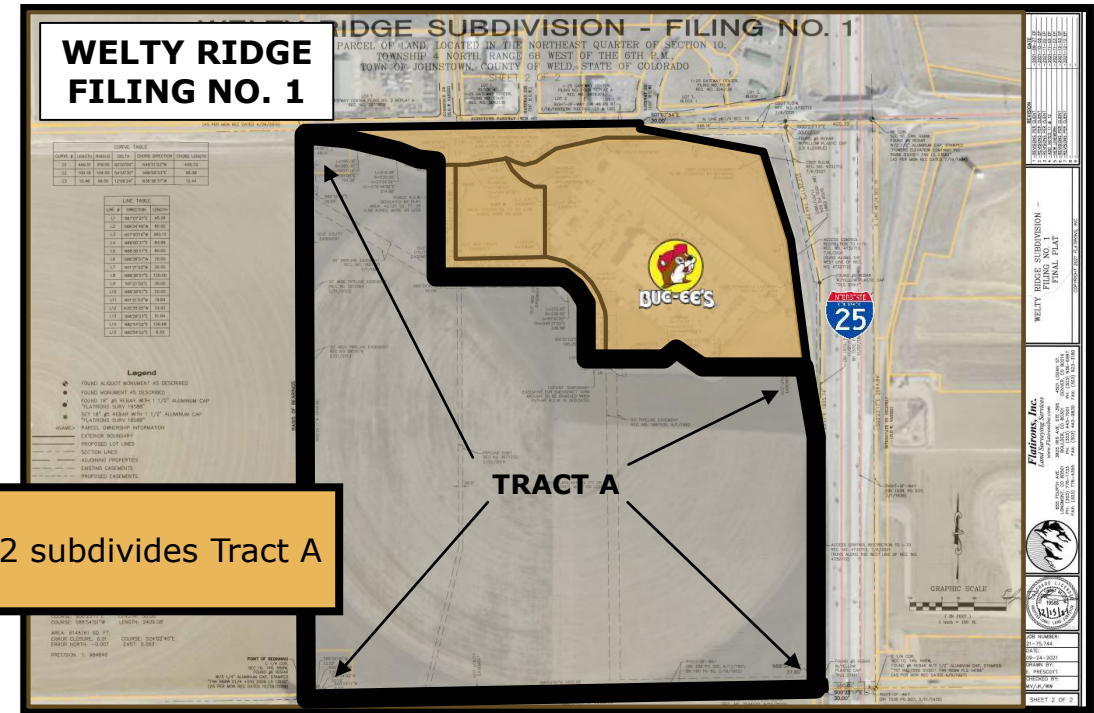
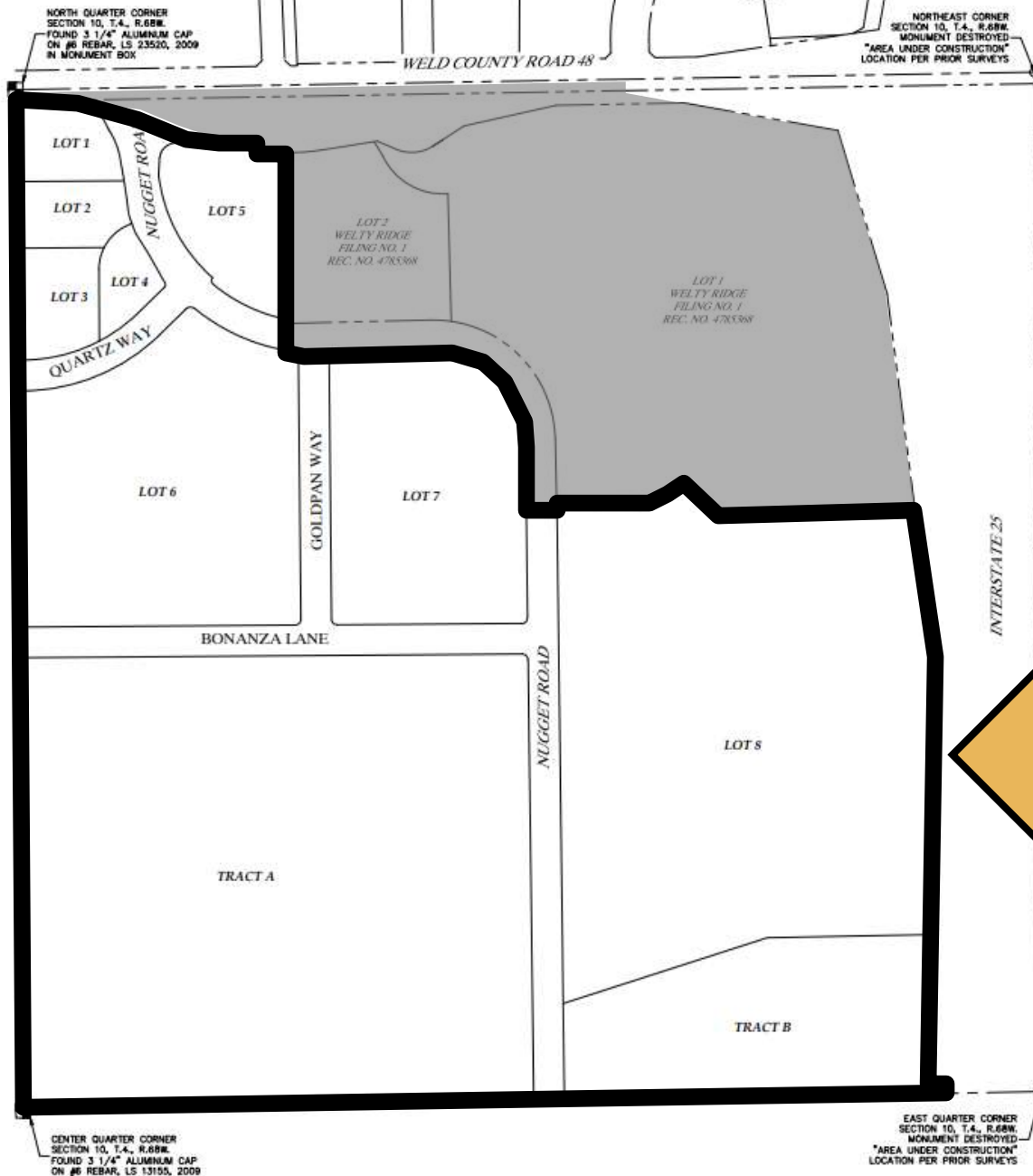
BACKGROUND

Approved in 2021
(Resolution 2021-50)

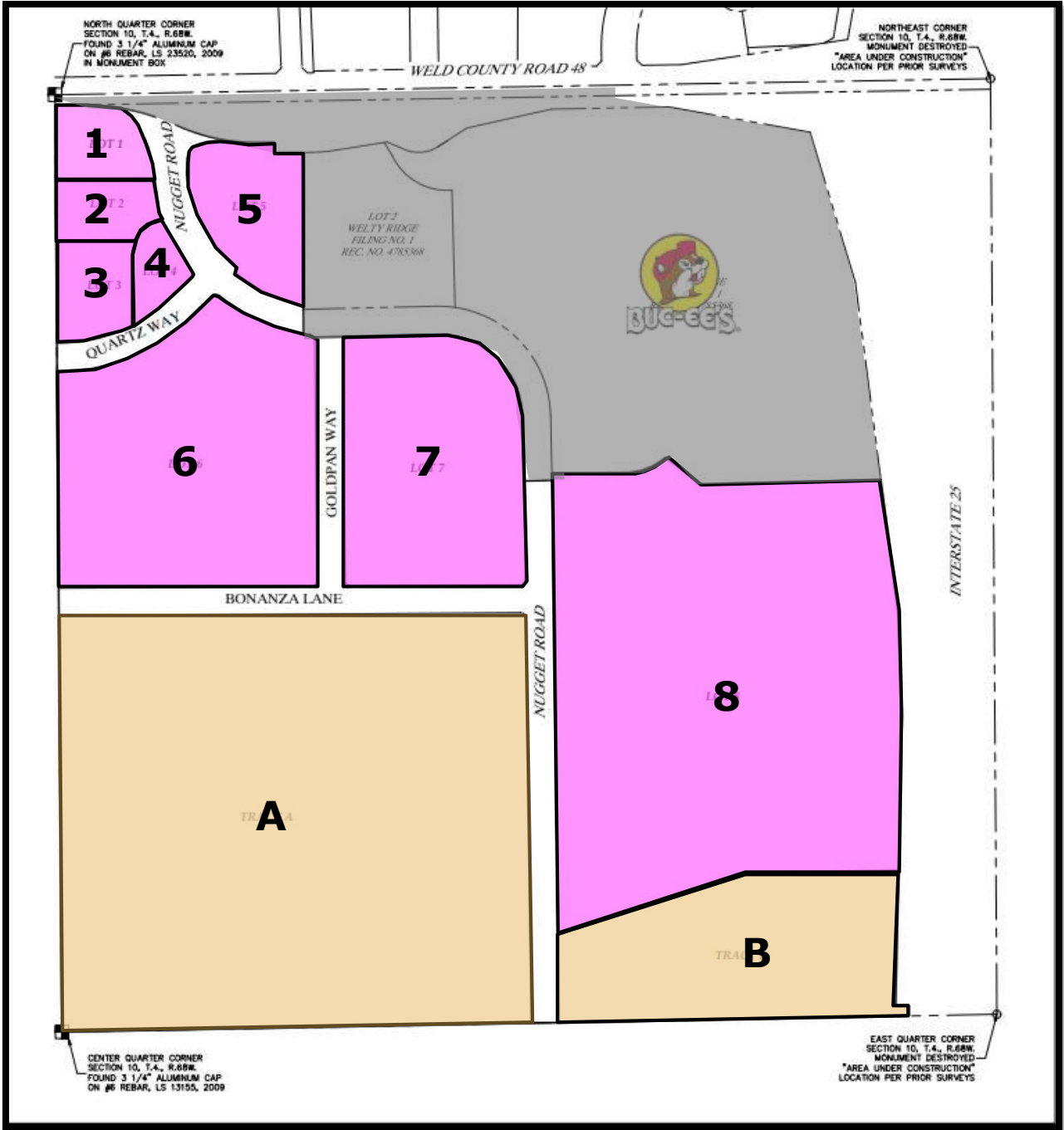
Established

- Lot for Buc-ee's Travel Center
- Right-of-way
- Tract A for future subdivision





Filing No. 2 subdivides Tract A



FILING NO. 2 FINAL PL

Item #6.

	AREA (S.F.)	AREA (ACRES)
LOT 1	52,046	1.195
LOT 2	48,174	1.106
LOT 3	59,725	1.371
LOT 4	32,272	0.741
LOT 5	114,619	2.631
LOT 6	523,915	12.027
LOT 7	351,819	8.077
LOT 8	1,140,506	26.182
TOTAL	2,323,076	53.33
TRACT A	1,565,457	35.938
TRACT B	358,409	8.228
TOTAL	1,923,866	44.17
ROW	400,809	9.202

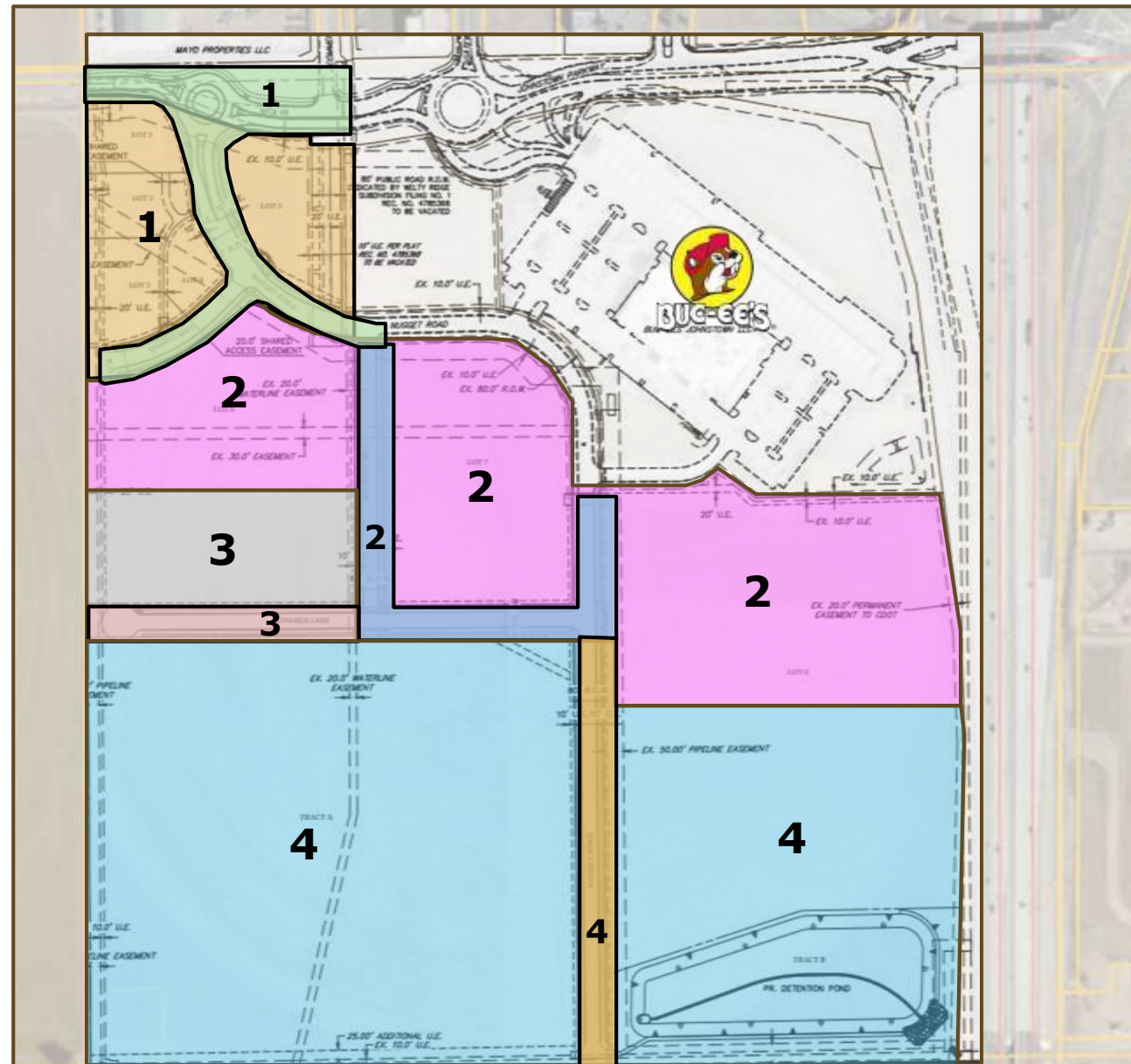
PHASING PLAN

LEGEND INFRASTRUCTURE

- | | |
|--|---|
|  | PHASE 1 (OVERLOT GRADING, ROADWAY IMPROVEMENTS, WATER, SANITARY SEWER, STORM SEWER, DETENTION POND) |
|  | PHASE 2 (ROADWAY IMPROVEMENTS, WATER) |
|  | PHASE 3 (ROADWAY IMPROVEMENTS, WATER) |
|  | PHASE 4 (ROADWAY IMPROVEMENTS, WATER) |

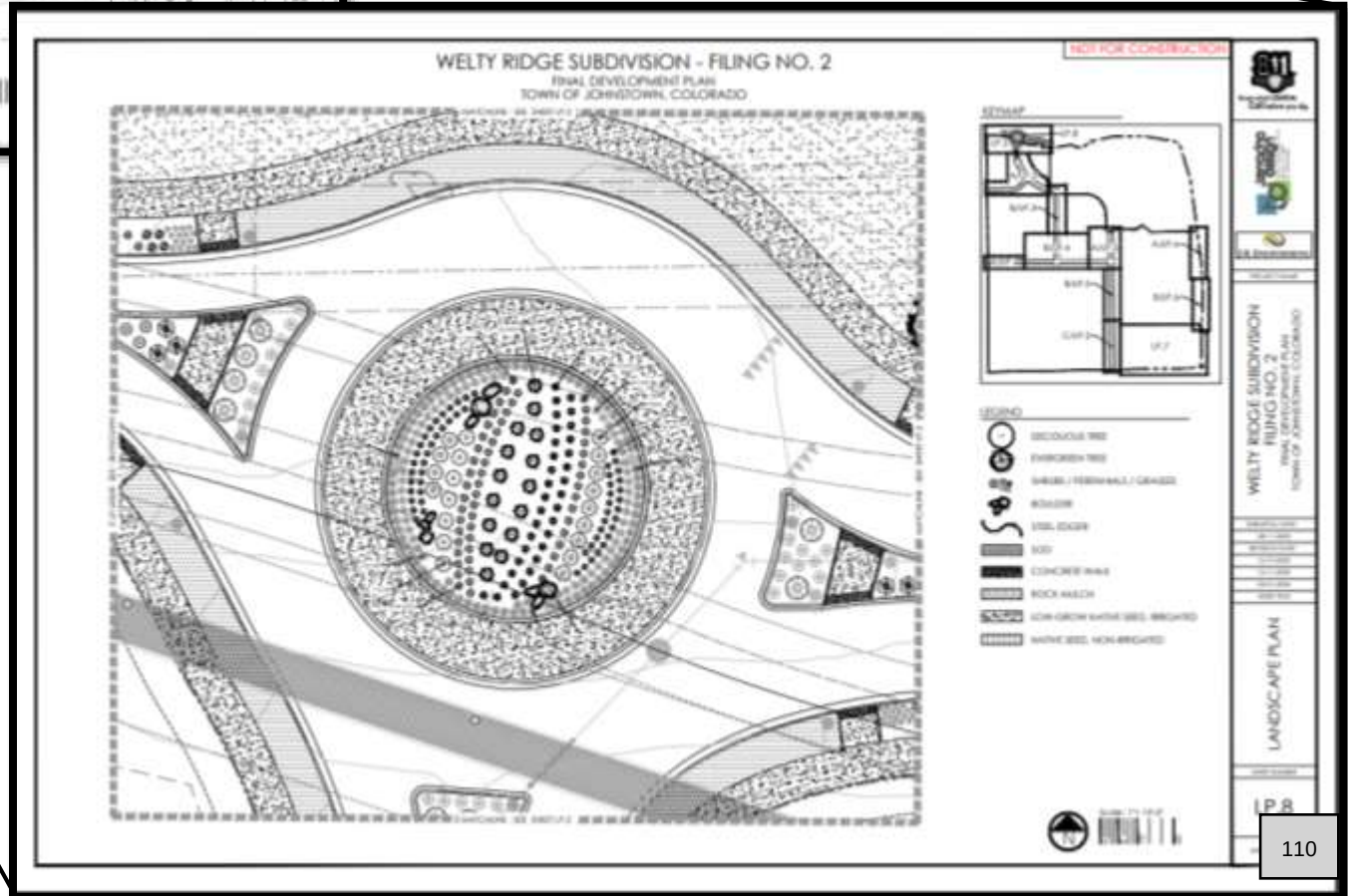
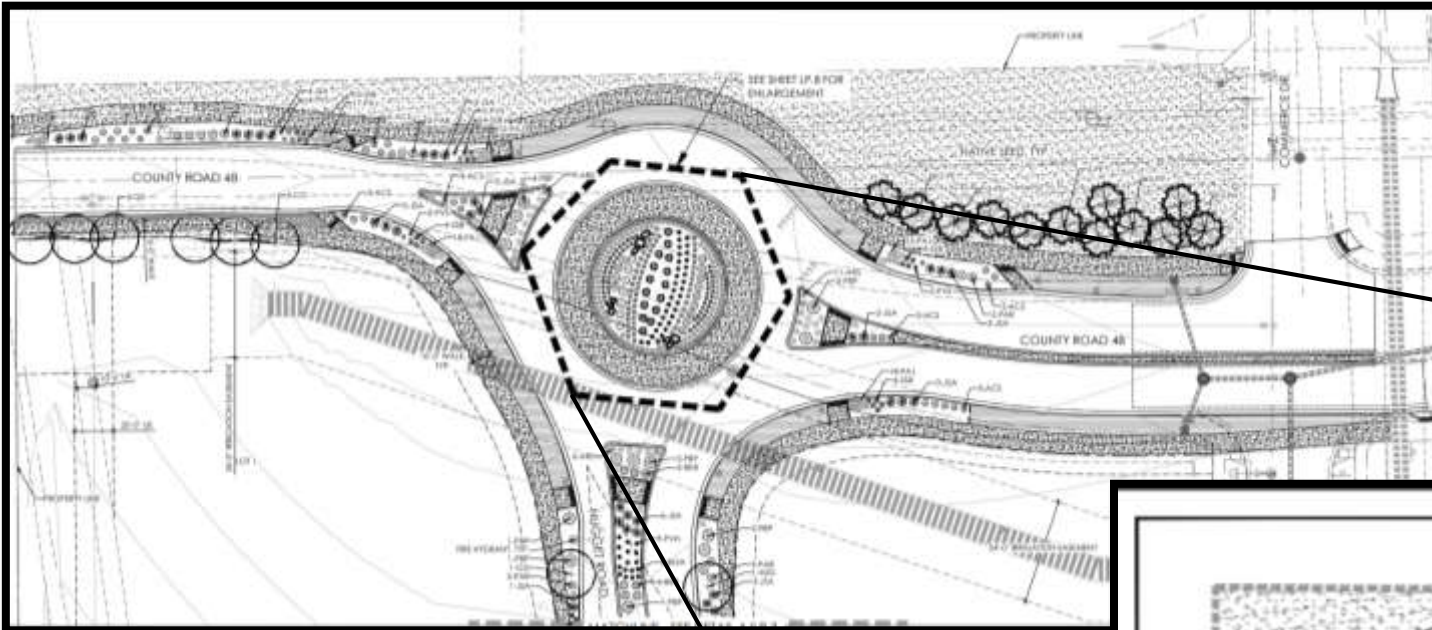
LEGEND **DEVELOPMENT**

- 
- PHASE 1**
- PAHSE 2**
- PHASE 3**
- PHASE 4**



FINAL DEVELOPMENT PLAN

Item #6.



WELTY RIDGE

TOWN COUNCIL

TEAM

Item #6.

OWNER

PLATTE LAND AND WATER

PROJECT REPRESENTATIVE

LAND ASSET STRATAGIES, LLC

SURVEYOR

KING SURVERYORS

PLANNER AND LANDSCAPE ARCHITECT

TERRACINA DESIGN

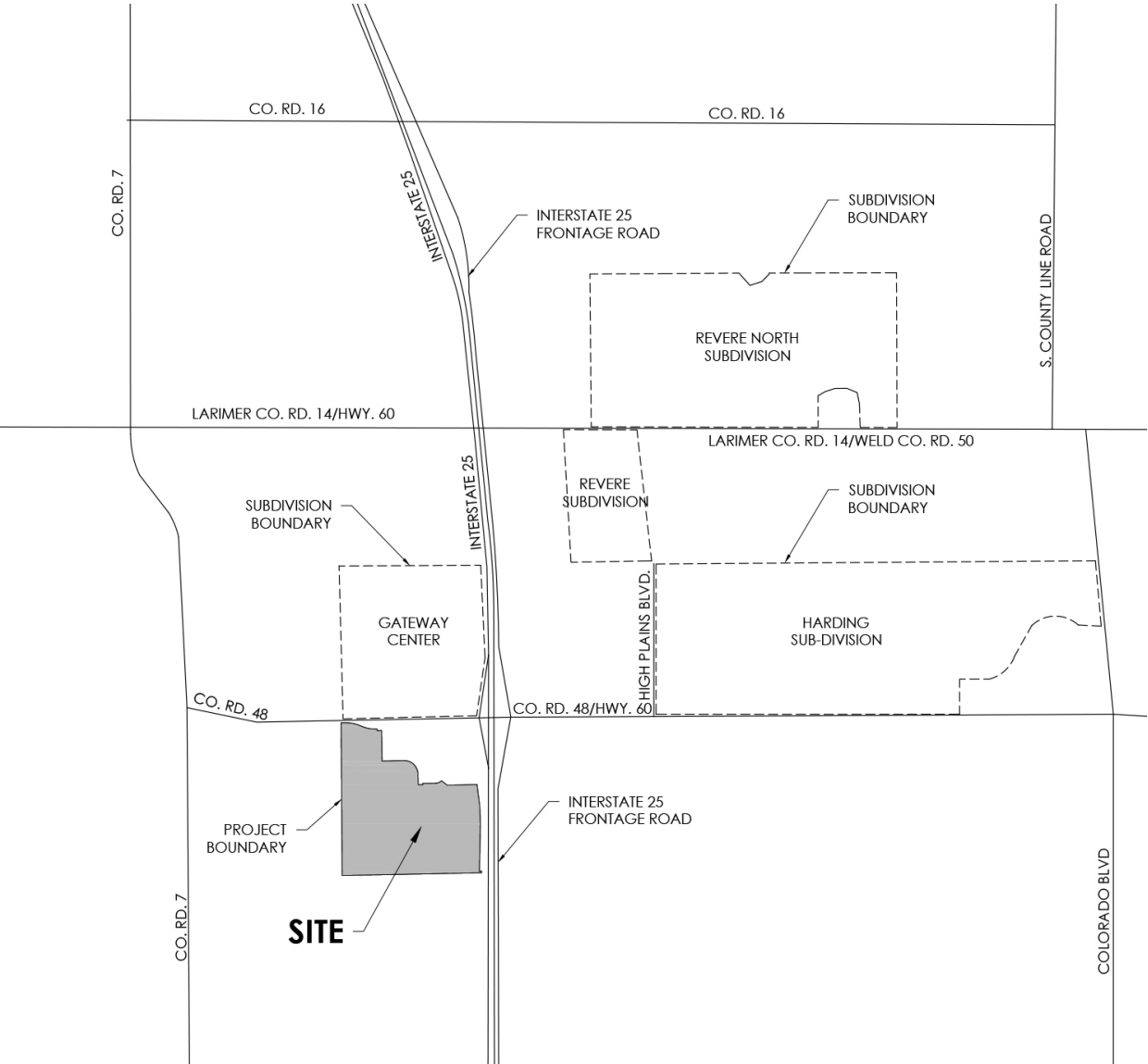
CIVIL ENGINEER

JR ENGINEERING

TRAFFIC & TRANSPORTATION ENGINEER

DELICH ASSOCIATES

VICINITY MAP

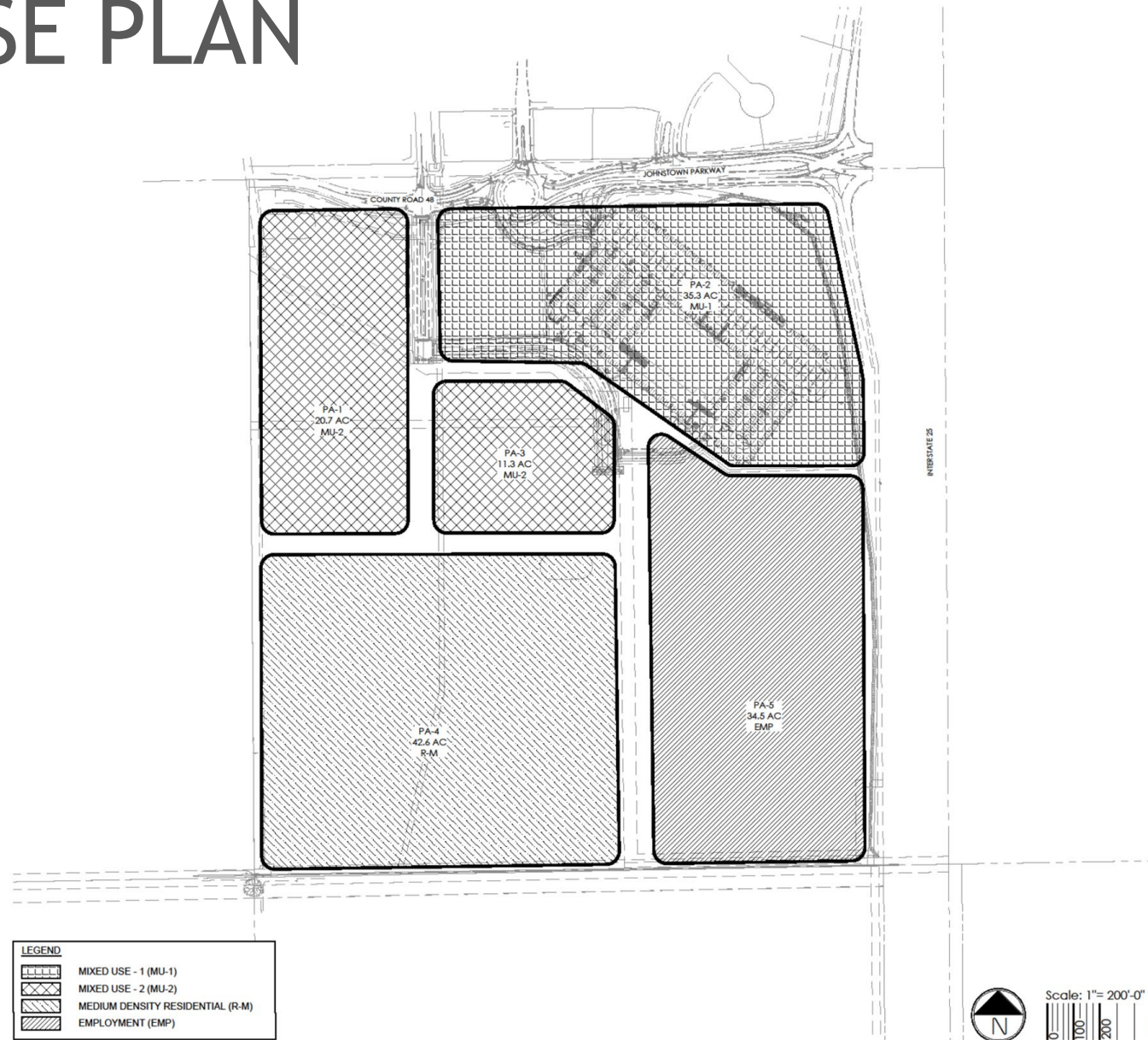


NOT TO SCALE



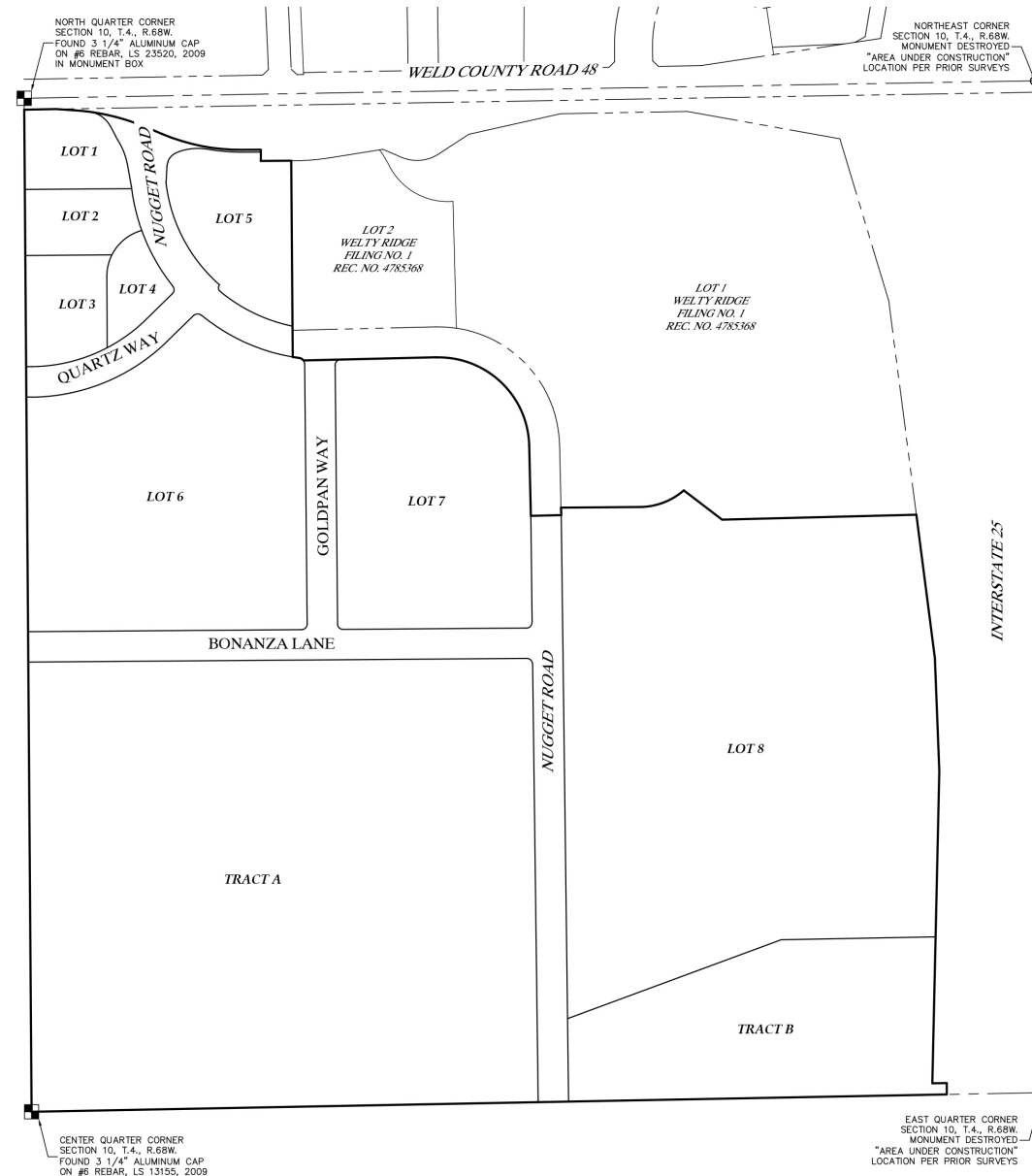
OUTLINE DEVELOPMENT PLAN LAND USE PLAN

Item #6.



OVERALL PLAT

Item #6.



NOT TO SCALE



SITE ILLUSTRATIVE

Item #6.

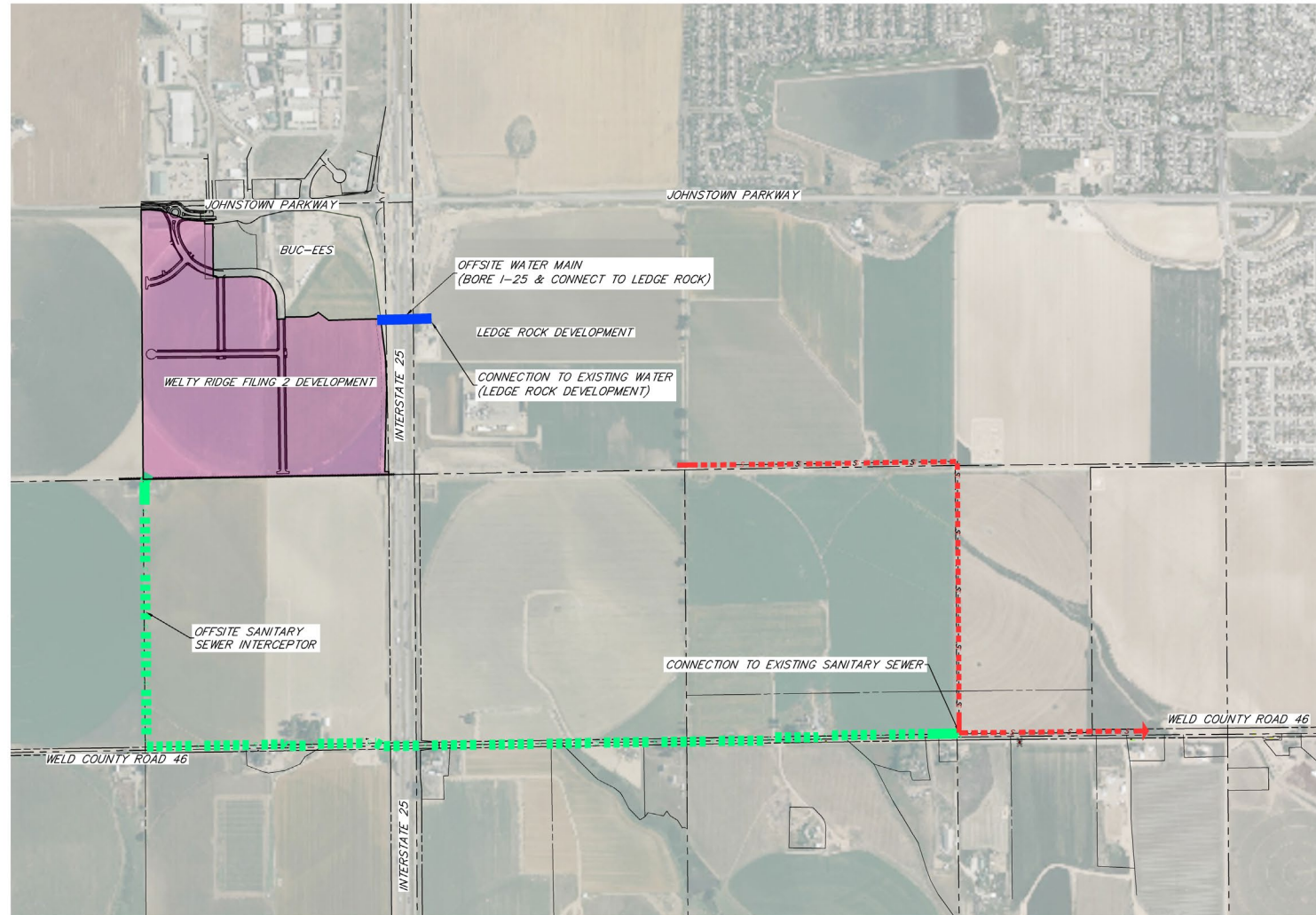


DISCLAIMER: THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.
RENDERINGS AND CONCEPTS MAY VARY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOT TO SCALE

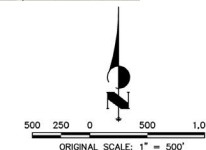


REGIONAL OFF-SITE IMPROVEMENTS



LEGEND

- WELTY RIDGE FILING 2
- PROPOSED REGIONAL SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED WATER MAIN (BORE 1-25)



OFFSITE REGIONAL
IMPROVEMENTS
WELTY RIDGE FILING 2
JOB NO. 39818.00
9/4/24
SHEET 1 OF 1

J-R ENGINEERING
A Westman Company

Central 303-740-9330 • Colorado Springs 719-593-2583
Fort Collins 970-491-9888 • www.jrengineering.com

PLATTE
LAND & WATER, LLC

THANK YOU!

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Welty Ridge Subdivision, Filing No. 2)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality corporation (the “Town”), and **Platte Land & Water, LLC**, a Delaware limited liability company (“Developer”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Welty Ridge Subdivision, Filing No. 2 (“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 intends to approve, the Final Plat by passage of Resolution 2024-____, 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 (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

1.3 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **“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**.

1.5 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

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

1.7 **“District”** shall mean Welty Ridge Metropolitan District No. 1 and/or Welty Ridge Metropolitan District No. 2, their successors and assigns.

1.8 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.

1.9 **“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.

1.10 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.11 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.12 **“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, parks, open space, trails and postal service boxes. Private Improvements may, at the sole discretion of the Developer and in conformance with Colorado Revised Statute Title 32 , be financed, constructed, conveyed to, owned and maintained by the District.

1.13 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on the Engineer’s Opinion of Cost included herein as **Exhibit C**. Public Improvements may, at the sole discretion of the Developer and in conformance with Colorado Revised Statute Title 32, be financed and constructed by the District, however Public Improvements shall be dedicated to the Town subject to the dedication and acceptance provisions herein.

1.14 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.15 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.

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

1.17 **“Town Manager”** shall include the Town Manager and such person’s 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 design, 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 for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town 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. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town. An approved phasing plan is attached hereto and incorporated herein by reference as **Exhibit B-4**.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** 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. Unless otherwise agreed by the Town in writing, all such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

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

b. At least fourteen (14) days prior to the commencement of construction, Developer shall provide written notice to all property owners within an 800-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing:*** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, 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.

2.5 ***Inspection:*** 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.

2.6 ***Completion of Construction:*** Subject to the provisions of the approved Phasing of Public Improvements defined herein, 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's written consent to the extension.

2.7 ***Performance Guarantee:*** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall, prior to the commencement of any Phase of Public Improvements, furnish to the Town a cash escrow deposited with the Town,

a bond in the form approved by the Town or an irrevocable letter of credit wherein the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of the improvements associated with the commenced Phase of Public Improvements, which cost shall be certified by Developer’s professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

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

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

3.3 ***Inspection:*** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer’s cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer’s expense and to the satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town and subject to the provisions of the approved Phasing of Private Improvements defined herein, 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’s written consent to the

extension. The Town may, at 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 is provided to the Town.

3.5 Replacement of Private Improvements: As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, an owner's association or the District. The Town shall not be responsible for replacement of the Private Improvements.

4. Dry-Utilities

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 Notice of Construction Acceptance: Developer shall make written application to the Town for acceptance of the Public Improvements and for 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, among other documents that may be required by the Town, 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 requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use

reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 *Maintenance Guarantee.* Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form wherein 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 and subject to the approved phasing included herein. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 *Delivery of Notice of Construction Acceptance.* Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town’s discretion, 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, Developer shall warrant 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, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 *Final Acceptance:* Two (2) years after the Town’s issuance of the Notice of Construction Acceptance, which time period may be extended at the Town’s discretion due to

remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town.

5.6 Owners Association or Metropolitan District: Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots in the Development, Developer shall establish an owners' association for the Development or shall delegate covenant enforcement and design review services to the District. If an owners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the owners' association shall thereafter be deemed to be established.

5.7 Dedication and Maintenance of Subdivision Improvements: Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the owner's association or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the owners' association, 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.

6.1a The Water Demand Estimate identifies 3.54 acres of right-of-way landscaping for the Development. The annual right-of-way irrigation water demand is estimated as 5.13 acre-feet. The Developer shall provide raw water to meet the total annual water demand of 5.13 acre-feet, and any share that are dedicated to the Town shall be accompanied by the

share certificate number and history of ownership. This water shall be provided prior to the issuance of any construction permits for the Development.

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The owners' association or the District shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer or the District shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established an owners' association or delegated covenant enforcement and design review services to the District as set forth in Paragraph 5.6 above; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and 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 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development. If, at the Town's sole determination, Developer does not control the weeds in or properly mow the Property, the Town may provide Developer with three (3) days written notice to cure the breach, which time period may be extended in writing by the Town Manager for good cause. If the breach is not cured, at the Town's sole determination, the Town shall issue a stop work order on all construction in the Development. The Town or Developer shall thereafter mitigate the nuisance by taking measures to control the weeds or mow the Property. If the Town mitigates the nuisance, upon fifteen (15) days of receipt of an invoice from the Town, Developer shall pay the invoice for services rendered, which will include the actual costs and a ten percent (10%) administrative fee. The stop order will be released, if one had been issued, upon Developer's payment of the invoice. If the Developer mitigates the nuisance, the stop order will be released upon a Town inspection and determination the nuisance has been mitigated.

8.3 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.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, 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 Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. 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 and any other duly executed 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 the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the District unless otherwise authorized, in writing, by the Town. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, 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. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, 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 within a public right-of-way 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.

10.5 Use Tax: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.6 Cost Reimbursement to Town: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to complete the processing and approval of the Approved Plans and complete inspection and acceptance of the Subdivision Improvements.

10.7 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, its employees, or agents, or any other person acting on behalf of the Town and, in particular, the 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 pertaining to this Agreement. 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 Performance Guarantee or Maintenance Guarantee.

11.2 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. If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. 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 in connection with any Subdivision Improvements, the Town may, at its discretion, complete or remove such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of undertaking such work and give notice to Developer to pay such cost estimate. The Town shall use such payment for construction or removal of 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 be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, 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.

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 electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:**PLATTE LAND & WATER, LLC**

Attention: Tod Matuga
 210 University Blvd., Suite 710
 Denver, CO 80206

Email: Tod@platteassets.com

TO TOWN:**TOWN OF JOHNSTOWN**

Attention: TOWN MANAGER
 450 South Parish Avenue
 P. O. Box 609
 Johnstown, CO 80534
 Email: notices@JohnstownCO.gov

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole reasonable discretion, said plat may be vacated by action of the Town subject to thirty (30) days' prior written notice to the Developer.

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 the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of 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 concerning the subject matter contained herein and supersedes all prior agreements or understandings concerning such subject matter. 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 buyers, 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, pandemic or epidemic 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.

13.18 ***Responsible Agency Comments and Conditions.*** Any mutually agreed upon written comment and/or condition received from any responsible agency who participated in the review of this project shall be made part of the approval of this Agreement. Any mutually agreed upon comments/conditions that have not been satisfied at the time of this Agreement shall be fully approved/remedied prior to the issuance of any construction permits for the Development. Responsible agencies include, but are not limited to, the following:

- a. Front Range Fire Rescue
- b. Town Review Engineers - IMEG
- c. Town Traffic Engineers – FHU
- d. Town Water Modeling Engineers – JUB
- e. Town Water Engineers – Helton & Williamsen
- f. Little Thompson Water District
- g. Larimer County
- h. CDOT

[Signatures follow on next page]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of _____, 2024.

PLATTE LAND & WATER, LLC,
a Delaware limited liability company

By: _____
Name: Timothy B. Walsh
Title: President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Timothy B. Walsh, as President of Platte Land & Water, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

WITH RESPECT TO THE DISTRICT'S OBLIGATIONS SET FORTH IN THE AGREEMENT, WELTY RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2 HEREBY APPROVE AND AGREE:

**WELTY RIDGE METROPOLITAN DISTRICT
NO. 1**

By: _____
Tod Matuga, President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024
by _____ as the _____ of Welty Ridge Metropolitan District No. 1.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**WELTY RIDGE METROPOLITAN DISTRICT
NO. 2**

By: _____
Tod Matuga, President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024
by _____ as the _____ of Welty Ridge Metropolitan District No. 2.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Welty Ridge Subdivision, Filing No. 2)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT B-4:	Phasing Plan
EXHIBIT C:	Engineer's Opinion of Cost
EXHIBIT D:	Welty Ridge Offsite Water Line Bore

EXHIBIT A

LEGAL DESCRIPTION (Property)

Tract A of Welty Ridge Subdivision – Filing No. 1 recorded December 15, 2001 as Reception No. 4785368 of the Records of Weld County, and along with Commerce Drive Right of Way as dedicated by Welty Ridge Subdivision – Filing No. 1, located in the Northeast Quarter (NE1/4) of Section Ten (10), Township Four North (T.4N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

TOGETHER WITH a portion of Nugget Road Right of Way as dedicated by Welty Ridge Subdivision - Filing No. 1 and being more particularly described as follows:

BEGINNING at the Southwest corner of said Nugget Road Right of Way and assuming the West line of said Northeast Quarter as bearing North 00°23'18" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2669.73 feet with all other bearings contained herein relative thereto;

THENCE North 00°25'12" West along the West line of said Right of Way a distance of 9.37 feet to the beginning point of a curve, non-tangent this line;

THENCE along the arc of a curve concave to the left a distance of 18.76 feet, said curve has a Radius of 515.00 feet, a Delta of 02°05'12" and is subtended by a Chord that bears South 81°19'03" East a distance of 18.75 feet to a Point of Reverse Curvature;

THENCE along the arc of a curve concave to the right a distance of 11.91 feet, said curve has a Radius of 15.00 feet, a Delta of 45°30'31" and is subtended by a Chord that bears South 59°36'23" East a distance of 11.60 feet to a line non-tangent to this curve and to the South line of said Right of Way;

THENCE South 88°39'28" West along the South line of said Right of Way a distance of 28.49 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 106.756 Acres, more or less (±).

EXHIBIT B-1

PLAT

(SEE ATTACHED)

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Water & Sewer Service Agreement (WSSA):** The raw water demand estimate identifies 3.54 acres of right-of-way landscaping for Phase 1 of the Development. The annual right-of-way irrigation water demand for Phase 1 is estimated as 5.13 acre-feet. The Developer shall execute a WSSA and dedicate raw water to meet the total annual water demand of 5.13 acre-feet prior to any pre-construction meetings for the Development, as noted in Section 2d of this Agreement. The Town shall not issue building permits for subsequent phases of development until the Town and Developer execute other WSSAs, and the amount of water necessary for the applicable phase of the Development has been dedicated to the Town.

2. **I-25 Water Main Extension:** A 12-inch water main shall be extended from Welty Ridge, under Interstate 25 (“I-25”), and looped into the water system at Ledge Rock Center on the east side of I-25 (“**I-25 Water Main Extension**” – see Exhibit D). Plans for the I-25 Water Main Extension shall receive approval from the Colorado Department of Transportation (CDOT) prior to the Town’s approval of the I-25 Water Main Extension improvement plans. Construction of the water main bore under I-25 shall be completed as part of the second phase of development, regardless of the phase number identified in Exhibit B-4 of this Agreement, and no building permits for vertical construction within the second phase of development shall be received prior to the Town’s issuance of a notice of construction acceptance of the I-25 Water Main Extension. The Town agrees that Developer is entitled to reimbursement for the I-25 Water Main Extension improvements in the form of Sales and Use Tax Reimbursements generated within the Development. The details and processing of the reimbursement are set forth in Paragraph 6 of this Exhibit B-3.

3. **Off-Site Sanitary Sewer:** The off-site sanitary sewer plans submitted with the application packet (the “**Off-Site Sanitary Sewer**”) shall be fully approved and executed prior to issuance of any building permits for the Development. Plans for the sanitary sewer trench or bore under I-25 shall receive approval from CDOT prior to the Town’s approval of the Off-Site Sanitary Sewer improvement plans. The Developer has agreed to upsize the Off-Site Sanitary Sewer to accommodate future downstream developments. The Town agrees that Developer is entitled to reimbursement for the Off-Site Sanitary Sewer improvements in the form of Sales and Use Tax Reimbursements generated within the Development. The details and processing of the reimbursement are set forth in Paragraph 6 of this Exhibit B-3.

4. **Johnstown Parkway Improvements:** Developer shall fund the construction necessary to widen and improve the section of Weld County Road 48 (“**Johnstown Parkway**”) as more specifically shown in the plans submitted with the application packet. The improvements to the northern half of Johnstown Parkway (the “**North Half Improvements**”), while being funded and constructed by Developer, is a regional improvement. The Town agrees that Developer is entitled to reimbursement for the North Half Improvements in the form of Sales and Use Tax Reimbursements generated within the Development. The details and processing of the reimbursement are set forth in Paragraph 6 of this Exhibit B-3.

5. **Other Property Reimbursements:** In addition to the Sales and Use Tax reimbursements specified in Paragraphs 2, 3, 4 and 6 of this Exhibit B-3, reimbursement of the costs associated with the I-25 Water Main Extension, Off-Site Sanitary Sewer and North Half Parkway Improvements (collectively the “**Regional Improvements**”) may be eligible for reimbursement by other land owners and/or developers whose properties benefit from the Regional Improvements (the “**Benefitted Owners**”). Upon completion of the construction, submittal of the certified costs to the Town, which costs are subject to review and approval by the Town’s Engineering Director, and any other documentation or information required by the Town, the Town and the Developer shall enter into a separate reimbursement agreement setting forth the terms and conditions by which Developer may receive reimbursement from the Benefitted Owners. The Town agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Developer, in connection with the development of any other property connecting to or otherwise making use of any Regional Improvements, and, if appropriate, coordinate the execution and delivery of necessary reimbursement agreements among the Town, the Developer, and the owner/developer of any other such property in order to obtain such reimbursement for Developer. Any reimbursement arrangements referred to in this Paragraph 5 are in addition to any arrangements for any tax reimbursement payments pursuant to Paragraphs 2, 3, 4, and 6 of this Exhibit B-3, except that Developer shall not be reimbursed twice for the same improvement.

6. **Sales and Use Tax Reimbursements:** Pursuant to that certain Veeman Annexation Agreement, approved by the Town on or around March 17, 2008 (Recordation No. 3560161), the Town shall provide the following sales and use tax reimbursements to Developer for the commercial development on the Development (“Sales and Use Tax Reimbursements”):

- a) Taxes Collected and Applied to Regional Improvements: The Town shall set-aside one percent (1.00%) of sales and use taxes collected within the commercial area of the Development for the purpose of reimbursing the Developer for the cost of the Regional Improvements. Such sales and use taxes shall be separately accrued and identified in the Town records so that the location of origin, date of receipt, and source of taxation may be determined for application of reimbursement payments as described herein. The Town’s obligation to reimburse the Developer from such sales and use taxes shall expire twenty (20) years after the issuance of the first certificate of occupancy for commercial development in the Development
- b) Certified Cost: Upon completion of the Regional Improvements, the Developer shall provide the certified costs of the Regional Improvements to the Town, which costs are subject to review and approval by the Town’s Engineering Director, and the Town shall, on a monthly basis, disburse the Sales and Use Tax Reimbursements to Developer until the costs of the Regional Improvements are reimbursed in full, if at all, prior to the expiration of the Sales and Use Tax Reimbursement period. The Developer shall be obligated to provide documentation to the Town evidencing the reimbursement received for the Regional Improvements, if at all, as provided in Paragraph 5 of this Exhibit B-3. The Town shall make the payments to the Developer unless the Developer, in writing, requests that the Town make such payments to a third party.

- c) Interest: All costs incurred by the Developer that are eligible for reimbursement pursuant to this Paragraph 6 shall also include interest accruing from the date of completion and acceptance of the eligible improvement, but interest shall accrue only for a period of seven (7) years from the date of completion. The rate of the interest shall be equal to the interest rate received by the Town on its investments over the twelve-month period preceding the date such interest commences to accrue. The interest shall be compounded annually.
- d) Administrative Fee: The Town shall be entitled to charge Developer a reasonable administrative fee for the administration of the separate sales and use tax reimbursement fund.

This Paragraph 6 of Exhibit B-3 to the Agreement shall supersede and replace Paragraph 29(c) of the Veeman Annexation Agreement and the Developer's right to the Sales and Use Tax Reimbursements shall be governed solely by this Agreement and not by the Veeman Annexation Agreement.

7. ***Landscape Verification***: The landscaping associated with the Final Development Plan (the "***Landscaping***") shall be inspected and verified, upon completion, by the landscape professional(s) who created the plan. A letter from said professional shall be submitted to the Town verifying that the Landscaping and irrigation was installed pursuant to the approved landscape plan. Landscaping for each development phase shall be completed prior to the issuance of the first building permit for each applicable development phase, unless the completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the written approval of the extension from the Town's Planning Director. Should Developer be unable to complete the Landscaping due to weather or seasonal planning considerations as determined solely by the Town's Planning Director, Developer may defer completion of the Landscaping until such time as the Landscaping can reasonably be completed. If the design professional(s) who created the landscape plan is no longer in business at the time of landscape installation, Developer shall contract with a licensed landscape architect to complete the inspection and submit the verification letter.

8. ***Veeman Annexation Agreement***: Except as modified herein, this Development shall conform with the provisions set forth in the Veeman Annexation Agreement, approved by the Town of Johnstown Town Council on March 17, 2008, and recorded by Weld County on June 12, 2008 (Recordation No. 3560161), as may be amended in the future in accordance with its terms.

9. ***Welty Ridge Outline Development Plan (ODP)***: Except as modified herein, this Development shall conform with the provisions set forth in the Welty Ridge ODP, approved on January 6, 2020 by Town Ordinance 2020-169, and recorded by Weld County on March 16, 2020 (Recordation No. 4575191), as may be amended in the future as approved by the Town.

EXHIBIT B-4
PHASING PLAN
(SEE ATTACHED)

EXHIBIT C
ENGINEER'S OPINION OF COST
(ATTACHED)

EXHIBIT D

WELTY RIDGE OFFSITE WATER LINE BORE
(SEE ATTACHED)



STATE OF COLORADO

Office of the Governor
Colorado Energy Office

Page 1 of

Item #7.

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFAA,202500000237	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	9/10/24					
Description:	CAC Grant					
Effective Date: 09/10/24		BILL TO Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Expiration Date: 05/31/25						
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR						
TOWN OF JOHNSTOWN Operating Account PO BOX 609 JOHNSTOWN, CO 80534-0609		SHIPPING INSTRUCTIONS Delivery/Install Date: FOB:				
Contact: Devon Mccarty						
Phone: 970-587-4664						
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein. Contact Info: Mika Burdette: mika.burdette@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	\$37,500.00	☐
Description: Grant Commodity						
Service From: 09/10/24			Service To: 05/31/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$37,500.00						

I. Project Title: Charge Ahead Colorado

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Charge Ahead Colorado Program's Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to the Town of Johnstown (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Charge Ahead Colorado is a program administered by the Colorado Energy Office (CEO) to encourage use of electric vehicles because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing:

- (2) two 19 kW+ charging ports at 450 S Parish Ave, Johnstown, CO 80534
- (2) two 19 kW+ charging ports at 165 Settlers Way, Johnstown, CO 80534
- (2) two 19 kW+ charging ports at 120 E Charlotte St, Johnstown, CO 80534

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CEO:

- i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud networking at all times. See additional requirements in Section V. Reporting.
- ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.
- iii. Construct foundation, if necessary.
- iv. Dedicate one (1) parking space for EV charging per funded charging port.
 1. Accessible design standards must be incorporated, where feasible, as detailed by the [U.S. Access Board](#) and the [Charge Ahead Colorado Application Guide](#).
 - a. Accessible design standards require that 5%, but no fewer than one (1) stall at each awarded address must be accessible and that Grantee must incorporate the accessible design standards into the parking stall(s) serving the highest power output charging port(s) at each awarded address.
 - b. Failure to incorporate accessible design standards, where feasible, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if Grantee fails to complete this aspect of the Agreement.
 - c. If accessible design standards are determined not to be feasible, written documentation from CEO reflecting such is required.
 - d. Determination of feasibility of the incorporation of accessible design standards is solely at the discretion of the Colorado Energy Office.
- v. Provide CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).

- vi. Submit final documentation required as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CEO to reimburse eligible costs on the project:
 - 1. Final Reporting Form
 - 2. Summary Invoice / Reimbursement Request Form
 - 3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
 - 4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
 - 5. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use.
 - 6. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
 - a. Photographs must demonstrate proof of incorporation of accessible design (unless otherwise waived by CEO) as detailed in Section IV. (iv)(1). Photographs should be from a perspective that clearly shows adherence to the accessibility standards, including wider spacing and a path of travel to the charging station(s), where feasible. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
 - 7. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#).
 - 8. Read-only and downloadable data access granted to CEO for five (5) years, per Section VII. Charging Station Utilization Reporting outlined herein.
- vii. All deliverables shall be adjusted to the final approval and discretion of the CEO.

V. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CEO if the project experiences significant changes or delays in the schedule via email.

VI. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under Charge Ahead Colorado and by the project match (20% project cost match per unit).

VII. Charging Station Utilization Reporting

Upon the installation of the charging station(s), the CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. By accepting funding through the Charge Ahead Colorado program, Grantee agrees to provide all information requested within this Agreement. Furthermore, by accepting funding for the charging station(s) through the Charge Ahead Colorado program, Grantee is required to provide read-only and downloadable data access to the charger(s) network dashboard to CEO. The Grantee shall report data to

CEO for a minimum of five (5) years on all charging station(s) metrics as required by CEO. CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CEO or with anyone requesting such data.

VIII. Budget

CEO will pay the Grantee the lesser of \$37,500 (not to exceed \$ 6,250 per new 19.2KW L2 charging port) or up to 80% of allowable project costs for the charging station installation(s). Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to CEO.

IX. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final documentation required as outlined in Section IV. (vi). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CEO shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CEO, including verification that the station(s) is operational and available for use. CEO shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by May 31, 2025, CEO is under no obligation to pay the Grantee.

X. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CEO if they are installed, operational, and available for use by May 31, 2025. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and Budget explaining why funding should be denied or reduced. The two Directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

XI. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CEO shall be \$37,500, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CEO's obligation to compensate the Grantee. The CEO shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on May 31, 2025, unless sooner terminated or further extended as specified elsewhere herein.