Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, March 21, 2022 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

SPECIAL PRESENTATIONS

1. Presentation: Commissioner Shadduck-McNally

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. Minutes - March 7, 2021
3. List of Bills - March 2022
4. February 2022 Financial Statements
5. Second Reading Ordinance No. 2022-227 Approving P.U.D. Outline Development Plan for Thompson Ridge Estates, located in the SE 1/4 of Section 14 and the NE 1/4 of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 20.01 acres.
6. Resolution 2022-08 Amending the 2021 Adopted Budget

TOWN MANAGER REPORT

7. Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

8. Resolution 2022-09 Approving the Final Subdivision Plat and Final Development Plans for the Granary Filing 1

NEW BUSINESS

9. Subdivision Improvement and Development Agreement for The Granary Filing 1
10. Water and Sewer Service Agreement for The Granary Filing 1

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

11. For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) to Discuss Town Manager Evaluation
12. An Executive Session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding easement and right of way acquisition.

INFORMATION ITEMS

13. Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2022

SUBJECT: Larimer County Commissioner – Jody Shadduck- McNally

ACTION PROPOSED: Informational Purposes Only

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Commissioner Jody Shadduck-McNally comes to us from Larimer County to facilitate a Commissioner and Community Conversation. Elected by a county wide vote in 2020, Commissioner Shadduck-McNally was elected as Larimer County Commissioner representing District 3, the southern portion of the county. This area encompasses Loveland, Johnstown, Berthoud, Estes Park and surrounding areas. Jody is the first woman to serve in the District 3 seat.

Commissioner Shadduck- McNally would like to formally introduce herself to community members and businesses residing in the Larimer County boundary of Johnstown. The bio from the Larimer County website details the following:

Public Service

- Serving on the NACo Environment Energy Land Use Steering Committee and appointed by Governor Polis to the State Forest Health Council
- Non Profit founder for two non profits in Larimer County
- Elected as the first woman to serve in the D3 seat for Larimer County Commissioner
- Worked with her son and State Legislators in 2014, 2015 on successful legislation for public education
- Led a grassroots movement with Congressman Neguse in 2019, to introduce US HR 473 which was signed into law in 2020 to established the first outdoor monument in Washington D.C. to commemorate the women's suffrage movement and passage of the 19th Amendment
- Worked as one of the leads on the team that advocated for the successful passage by LC voters for Larimer County Behavioral Health Initiative in 2018
- Served on the Loveland Human Services Commissioner 2017-2020
- Served on the LC Office on Aging Advisory Council 2017-2020
- Served on the Thompson School District Master Plan Committee 2016-2020
- Served on the TSD District Accountability Committee 2006-2019, Chair for 3 years

- Served on five different TSD School Accountability Committees 2001-2019
- Served on the TSD Superintendent Advisory Committee 2015-2016
- Served on the Thompson 2 Life Task Force 2014-2018
- Graduate Larimer County 101 ~ 2017
- Volunteer for multiple nonprofits for food insecurity, affordable home building, outdoor trail restoration, river riparian area restoration
- Volunteer EMT & CPR Instructor 1989-1994
- Former Board Member, Treasurer Multnomah Cooperative Preschool 1998-2000

Professional

- Former Exercise Consultant for Inpatient/Outpatient PT & Rehabilitation Hospital, & private clients
- Former Issues Campaign Consultant
- Former small business owner
- Non Profit Founder x 2

Education

- Bachelor of Science, University of Colorado, Boulder
- Masters of Science, University of New Mexico

Personal

- Born & Raised in the Northern Colorado Region
- Married for 27 years with three children
- Owns a small regenerative farm with bees, chickens
- Loves to hike 100 miles a year in Rocky Mountain National Park
- Enjoys running, hiking, camping, mountain biking, photography, and spending time with her family

Reviewed and Approved for Presentation,

Town Manager

Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, March 07, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT
Mayor Gary Lebsack
Councilmember Damien Berg
Councilmember Troy Mellon
Councilmember Bill Stevens
Councilmember Amy Tallent
Councilmember Chad Young

ABSENT
Councilmember Jesse Molinar

Staff present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Kim Meyer, Planning Director, Sarah Crosthwaite, Economic Development Manager, Troy White, Public Works Director, Mitzi McCoy, Finance Director and Chief Brian Phillips.

AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Berg to approve the agenda. Motion carried with a unanimous vote.

SPECIAL PRESENTATIONS

Urban Egg a Daytime Eatery was honored as March Business of the Month.

PUBLIC COMMENT

Pauline Magliore, requested the minutes from the February 7 meeting reflect that she represents the Citizens Climate Lobby, and asked for any updates in reference to her request for Council to move forward with a Sustainability Advisory Board.

Jay Mendoza of Poudre Valley Rural Electric Association informed Council they will be passing onto their customers a rate decrease. With the proposed rate decrease, there will be a cumulative 2.8% decrease over the past 2 years.

CONSENT AGENDA

Motion made by Councilmember Berg, seconded by Councilmember Mellon to approve the consent agenda. Motion carried with a unanimous vote.

- Minutes - February 23, 2022

- Second Reading Ordinance 2022-226 -An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XII, Special Event Permits
- Subdivision Development and Improvement Agreement - Uncle Benny's Marketplace Resubdivision
- Second Amendment to the Franchise Agreement Town of Johnstown, Colorado and TDS Broadband, LLC

NEW BUSINESS

1. Charlotte Street Project for Discussion - Public Works Director Troy White Updated Council on the Charlotte Street Improvement Project.

2. Contract IGA Between Town of Johnstown and Colorado Department of Transportation for CP5 - Highway 60 and I-25 Aesthetic Improvements - Council approved the final design cost for the Highway 60 and I-25 Aesthetic Improvements. As part of this approval, it is necessary for the Town to enter into an Intergovernmental Agreement with the Colorado Department of Transportation to ensure funds are dedicated for the project by the Town and to proceed with the construction. Resolution 2022-07, authorizes the Town contribute funding for the project, in an amount not to exceed $7,628,000 and authorizes the Town Manager to execute the contract on behalf of the Town. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve Resolution 2022-07, Authorizing the Town of Johnstown to enter into a contract with the State of Colorado, for the use and benefit of the Colorado Department of Transportation, for the "CO 60B Johnstown Bridge and Interchange Aesthetics" project referenced as NHHP 0253-275(223019). Motion carried with a unanimous vote.

PUBLIC HEARING

1. Ordinance 2022-227 Approving the Outline Development Plan for Thompson Ridge Estates P.U.D., consisting of approximately 20.01 acres – Mayor Lebsack opened the public hearing at 7:38 p.m. and heard from staff. The applicant, R&M Holdings LLC., is requesting approval of the Thompson Ridge Estates Outline Development Plan (ODP) for approximately 20 acres of land south of Thompson Crossing II subdivision. The ODP amendment is to establish zoning and design standards and guidelines for a proposed large acreage lot homes. Representatives from the developer was present to answer any questions. Mr. Bruce Weber expressed concerns with the road access into Lot 5, stating it will need substantial work done, Mr. Arnie Mills expressed concerns about the existing wildlife in the area and to please give it some serious consideration, Mr. Jeff Engle stated this project does not do anything to enhance the quality of life to the existing residents in the neighborhood. Having no further public comments, the hearing closed at 8:29 p.m. Based on findings and analysis presented at this hearing, a motion was made by Councilmember Berg, seconded by Councilmember Mellon to approve Ordinance 2022-227 Approving the P.U.D. Outline Development Plan for Thompson Ridge Estates on first reading. Motion carried with a consensus vote. Councilmember Stevens voted no.

ADJOURN

The meeting adjourned at 8:38 p.m.

Mayor Town Clerk

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

Vendor	Description	Department	Amount
2534 Retail Phase 1, LLC	4th Qtr 2021 reimb	ADM	76,441.28
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Adamson Police Products	Equipment	PD	802.85
Aqua Backflow, Inc.	Supplies	PW	360.00
Aqua Engineering	CWWTP - design	PW	233,425.03
BearCom	Equipment repair	PD	38.00
Browns Hill Engineering & Controls	Scada	PW	4,222.38
Burns & McDonnell Engineering Co Inc.	WTP expansion	PW	305,804.08
Callyo	Software	PD	3,230.00
Canyon Systems, Inc.	Lift station repairs	PW	3,860.00
Card Services	Travel/training/supplies	ALL	7,902.65
Carrot-Top Industries	Supplies	PW	938.02
CB&I Group Storage Tanks Solutions LLC	South tank materials	PW	375,271.74
CDR Propane Services, LLC	Propane	PW/PD	3,526.00
Central Weld County Water District	Interconnects	PW	742.42
CenturyLink	Telephone	PW/PD	384.31
Cintas	Mat supplies/service	ALL	644.13
City of Fort Collins	Lab testing	PW	6,300.00
CMC Tire	Vehicle supplies	PD	419.90
Colorado Analytical Labs	Lab testing	PW	325.00
Colorado Assoc for Permit Tech	Dues	ADM	25.00
Colorado Greenbelt Management	Snow removal	PW	1,470.00
Connell Resources, Inc.	Central Ph 2 construction	PW	1,117,428.07
Consolidated Hillsborough Ditch Co	Central Ph 2 license agreement	PW	45,000.00
Consolidated Home Supply Ditch &	Water - legal services	PW	1,402.50
DeFALCO Construction Co	Old Town Project/Waterline loop	PW	209,319.30
Denali Water Solutions LLC	Sludge removal	PW	9,291.63
Division of Oil and Public Safety	Tank certification	PW	35.00
Douglas County Sheriff's Office	SOTAR - software renewal	PD	2,000.00
DPC Industries Inc	Chemicals	PW	13,442.70
Ed Cor	Training	PD	320.00
Elite Printing Group, LLC	Supplies	PD	931.00
Envirotech Services, Inc	Ice slicer	PW	20,571.79
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	6,332.50
Ferguson Waterworks	Supplies	PW	1,034.42
Firestone Complete Auto Care	Vehicle maintenance	PD	770.41
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodial services	ALL	1,078.71
Fournier Industries Inc	Sewer plant equipment	PW	18,500.00
Frontier Business Products	Supplies	ADM	31.30
Galls LLC	Uniforms	PD	280.15
Gardner, Kelly	Reimbursement - CDL	PW	1,595.00
Gerrard Family Limited Partnership	Reimbursement agreement	ADM	39.19
Glenn A. Jones Library	Library support	ADM	189,632.24
Go Play Inc.	Playground equipment	PW	36,163.80

Gopher Excavation, Inc.	Repairs for water line break	PW	33,882.39
Gould Evans Inc	Land use code	ADM	9,270.00
Grainger, Inc.	Supplies	PW	585.48
Greeley Monument Works Inc	Engraving columbarium	PW	100.00
Ground Engineering Consultants, Inc.	Sewer plant materials testing	PW	2,143.50
Hays Market Inc	Supplies	PW/ADM	85.52
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	4,732.50
Hill & Robbins, PC	Billback - Legal services	ADM	1,715.50
IMEG Corp	Engineering services sewer plant	ADM	28,565.00
IMEG Corp	Billback - Engineering services	ADM	37,705.00
Infosend, Inc.	Utility bill printing/newsletter	ADM	3,415.53
International Code Council Inc	Dues	ADM	145.00
Interstate Battery of the Rockies	Supplies	PW	129.95
InVision GIS	GIS services	ADM	206.25
J&S Contractors Supply Co.	Supplies	PW	87.10
J&T Consulting, Inc.	Johnstown Reservoir dam repair	PW	18,758.10
J-2 Contracting Co.	Johnstown Reservoir dam repair	PW	355,912.75
Johnstown BBQ Day Committee	BBQ Days 2022	ADM	30,000.00
Johnstown Breeze	Publications	ADM	2,495.88
J-U-B Engineers, Inc.	Engineering services south tank	PW	101,236.47
Kinsco, LLC	Supplies	PD	298.00
L G Everist Inc	Supplies	PW	1,230.48
Language Line Services Inc.	Translation service	PD	21.32
Larimer County Clerk & Recorder	Records	ADM	33.87
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	19,483.92
Larimer Humane Society	Contract billing	PD	1,365.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	15,352.20
Law Office of Avi Rocklin LLC	Legal services	ADM	5,577.00
Lazar, Michael	Municipal Court Judge	ADM	2,400.00
Lewandowski, Mason	Reimbursement - DOT	PW	95.00
Lexis Nexis	Software	PD	572.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Little Thompson Water District	Innerconnects	PW	1,485.12
Logan Simpson	Comprehensive plan	ADM	828.63
Loveland Barricade LLC	Supplies	PW	150.00
Lowe's	Supplies	PW	96.70
Mac Equipment, Inc	Equipment repair	PW	72.40
Mares Auto Inc.	Vehicle repairs	PW	25.00
McGeady Becher P.C.	Billback - Legal services	ADM	6,028.50
Milliken Johnstown Electric	Equipment maintenance	PW	5,044.88
Miracle Recreation Equipment	Playground equip	PW	98.07
Mission Communications, LLC	Equipment maintenance	PD	760.00
Moltz Construction Inc.	Low Point construction	PW	735,332.30
Mountain States Pipe & Supply	Water meters	PW	10,884.37
Napa Auto Parts, Inc	Vehicle supplies	PW	693.86
North Front Range MPO	2022 Dues	ADM	7,487.00
Northern Engineering	Billback - Engineering services	ADM	3,422.25
Northern Water	Water shares	PW	461.25

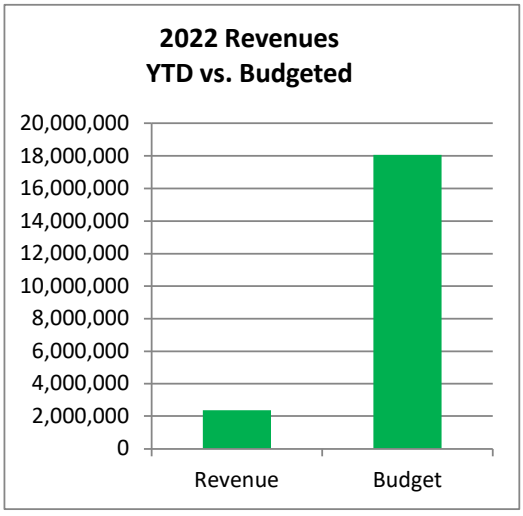
Office Depot Business Credit	Supplies	ALL	954.40
Office Scapes	Supplies	ADM	19.77
Otak	Little T Trail	PW	1,616.75
Peak View Enterprises, LLC	Broadband study	ADM	5,000.00
Post Modern Development, LLC	Easement	ADM	2,275.00
Poudre Valley REA	Utilities	ALL	11,386.49
ProCode Inc.	Inspection services	ADM	15,750.00
Purchase Power	Postage meter	PD/ADM	1,011.65
Ramey Environmental Compliance Inc.	OCR services	PW	17,166.44
Rental Equipment Center - Fort Collins	Equipment rental	PW	995.51
Rhinehart Oil Co., Inc.	Fuel	PW/PD	12,353.51
Roberts Excavation Corporation	Excavation services	PW	3,550.75
Ronald P Stark	Easement	ADM	13,170.00
Royal-T	Sewer inspection	PW	440.00
Sam's Club MC/SYNCB	Supplies	PD	493.87
Sauer South, LLC	Easement	ADM	40,225.00
SHM West, LLC	South tank construction	PW	1,051,415.50
Slocum, Doug	Reimbursement - supplies	PD	142.83
Tait & Associates, Inc.	Old Town drainage & design services	PW	17,356.29
TDS (430 S. Parish)	Telephone	ALL	2,702.03
Thompson Ranch Development	4th Qtr Reimb 2021	ADM	35,844.02
TimberLAN	IT services	ALL	5,500.00
T-Mobile	Cell phone	PD	32.91
USA Bluebook	Lab supplies	PW	137.40
Utility Notification Center of Colorado	Locates	PW	994.50
Utility Refunds	Utility refunds	ADM	7,127.44
Verizon Wireless	Cell phones	PW/PD	3,275.78
Waste Connections of Colorado Inc.	Trash services	ALL	73,614.02
Weld County Sheriff	Guard terminal/jail fees	PD	3,029.71
Weld County Treasurer	Transfer fees	ADM	20.64
Windstream	Telephone/internet	ALL	1,110.51
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	13,016.25
Workwell Occupational Medicine	Drug screen	ADM	42.50
WR Investment, LLC	Reimbursement agreement	ADM	41,400.00
Xcel Energy	Utilities	ALL	32,114.20
			5,568,893.76

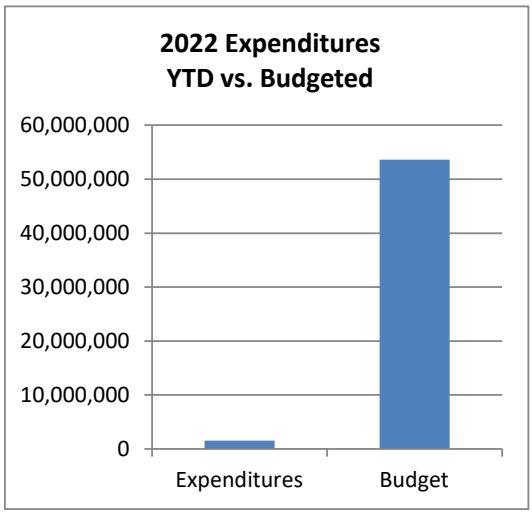
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending February 28, 2022
Unaudited

General Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	68,782,344	68,782,344	
Revenues:			
Taxes & Fees	704,168	16,413,716	4.3%
Licenses & Permits	1,532,621	1,156,650	132.5%
Fines & Forfeitures	33,179	160,500	20.7%
Intergovernmental	11,334	25,000	45.3%
Earnings on Investment	4,096	52,500	7.8%
Miscellaneous Revenue	76,196	253,000	30.1%
Transfers In	-	-	
Total Operating Revenues	2,361,595	18,061,366	13.1%
Expenditures:			
Legislative	192,344	932,500	20.6%
Town Manager	94,181	1,644,593	5.7%
Town Clerk	53,588	509,750	10.5%
Finance	53,210	417,510	12.7%
Planning	86,532	759,878	11.4%
Reimbursements	25,638	300,000	8.5%
Building Inspections	29,539	271,400	10.9%
Police	669,549	4,878,580	13.7%
Public Works	57,257	761,200	7.5%
Buildings	33,299	293,250	11.4%
Transfers Out	189,632	42,837,000	0.4%
Total Expenditures	1,484,769	53,605,661	2.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**876,826**	**(35,544,295)**	
Prior Period Adjustment			
Ending Fund Balance*	**69,659,170**	**33,238,049**	

** - Unaudited*

17% of the fiscal year has elapsed



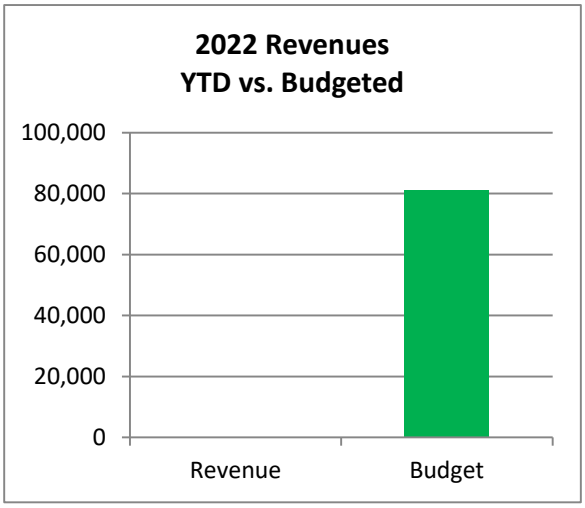


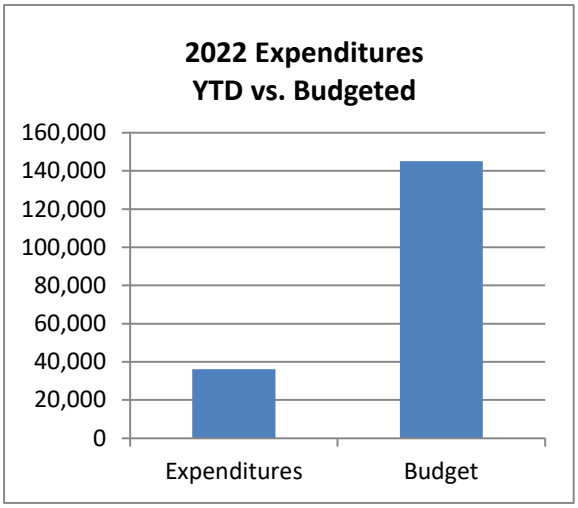
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending February 28, 2022
Unaudited

Conservation Trust Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	100,051	100,051	
Revenues:			
Intergovernmental	-	81,100	0.0%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	-	81,150	0.0%
Expenditures:			
Operations	-	-	
Capital Outlay	36,164	145,000	24.9%
Total Expenditures	36,164	145,000	24.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(36,164)**	**(63,850)**	
Ending Fund Balance*	**63,887**	**36,201**	

** - Unaudited*

17% of the fiscal year has elapsed



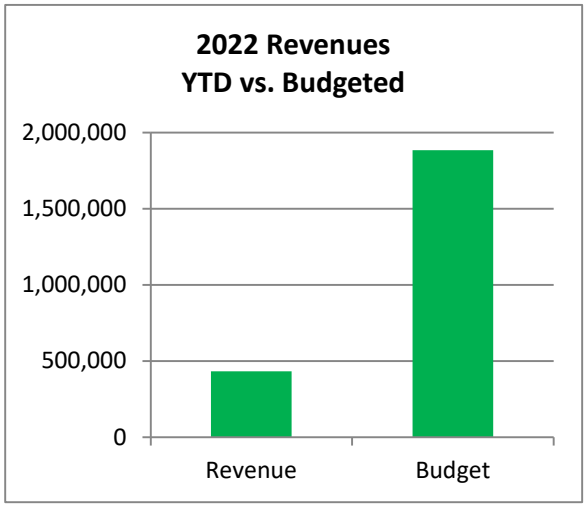


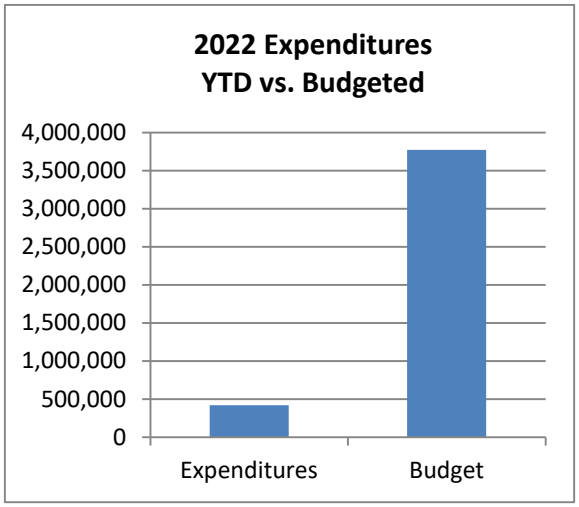
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending February 28, 2022
Unaudited

Parks and Open Space Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	7,672,201	7,672,201	
Revenues:			
Taxes & Fees	415,387	498,150	83.4%
Miscellaneous Revenue	17,073	222,000	7.7%
Transfers In	0	1,162,000	0.0%
Total Operating Revenues	432,844	1,884,650	23.0%
Expenditures:			
Operations	420,036	1,037,550	40.5%
Capital Outlay	-	2,737,000	0.0%
Transfers Out	-	-	
Total Expenditures	420,036	3,774,550	11.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**12,808**	**(1,889,900)**	
Ending Fund Balance*	**7,685,009**	**5,782,301**	

** - Unaudited*

17% of the fiscal year has elapsed



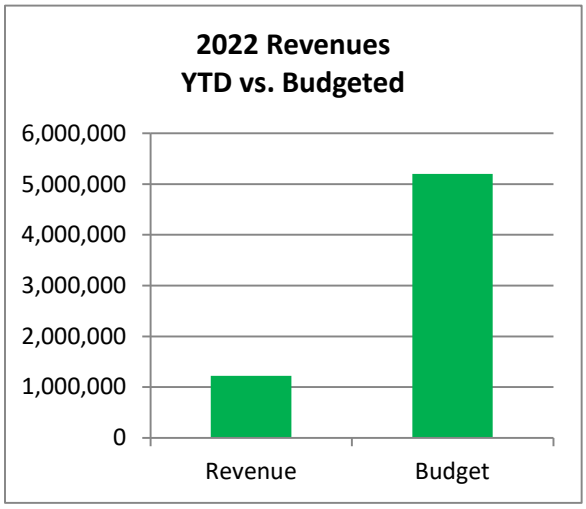


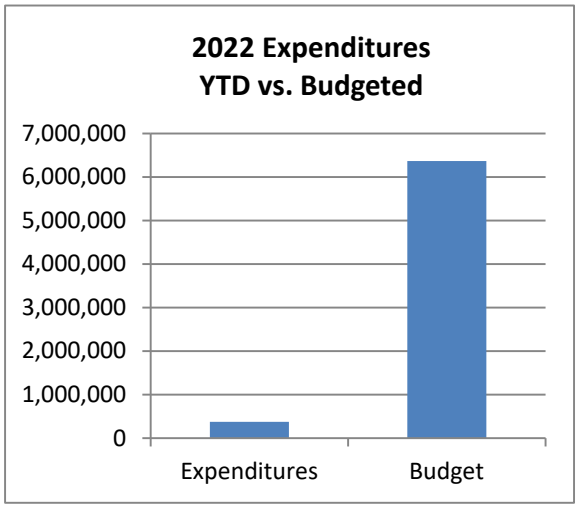
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending February 28, 2022
Unaudited

Street and Alley Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,843,709	14,843,709	
Revenues:			
Taxes & Fees	251,705	3,191,400	7.9%
Intergovernmental	-	707,667	0.0%
Charges for Services	155,723	881,000	17.7%
Capital Investment Fees	817,886	420,550	194.5%
Earnings on Investment	946	2,000	47.3%
Miscellaneous Revenues	-	-	0.0%
Total Operating Revenues	1,226,260	5,202,617	23.6%
Expenditures:			
Operations & Maintenance	192,733	3,599,400	5.4%
Capital	183,674	2,769,000	6.6%
Total Expenditures	376,407	6,368,400	5.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**849,852**	**(1,165,783)**	
Ending Fund Balance*	**15,693,561**	**13,677,926**	

** - Unaudited*

17% of the fiscal year has elapsed



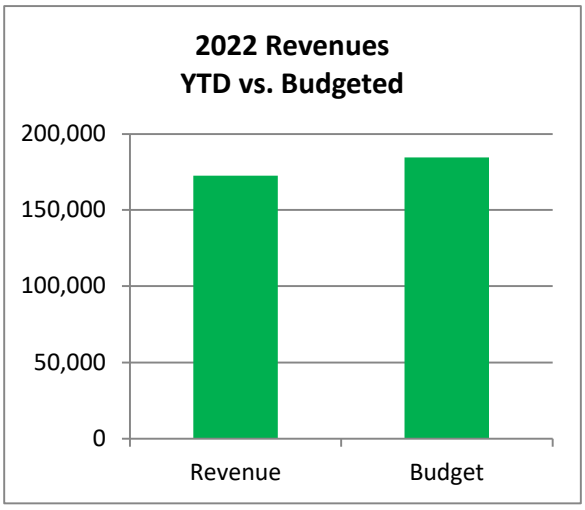


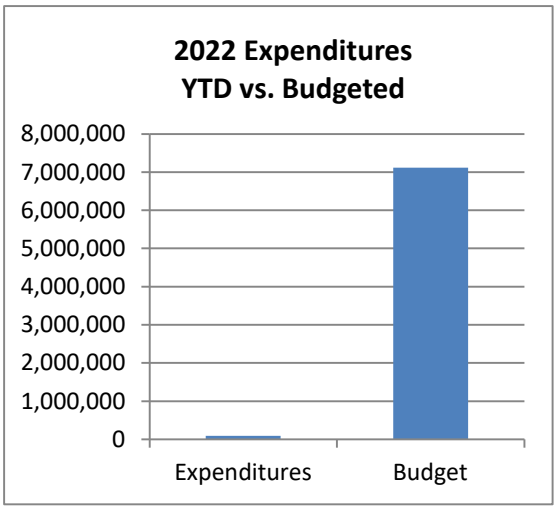
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending February 28, 2022
Unaudited

Capital Projects Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,413,606	14,413,606	
Revenues:			
Taxes and Fees	171,355	240,000	71.4%
Miscellaneous Revenue	-	-	
Interest	1,255	4,500	27.9%
Transfers In	-	(60,000)	0.0%
Total Operating Revenues	172,610	184,500	93.6%
Expenditures:			
Capital Outlay	94,991	7,111,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	94,991	7,111,500	1.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**77,619**	**(6,927,000)**	
Ending Fund Balance*	**14,491,225**	**7,486,606**	

** - Unaudited*

17% of the fiscal year has elapsed



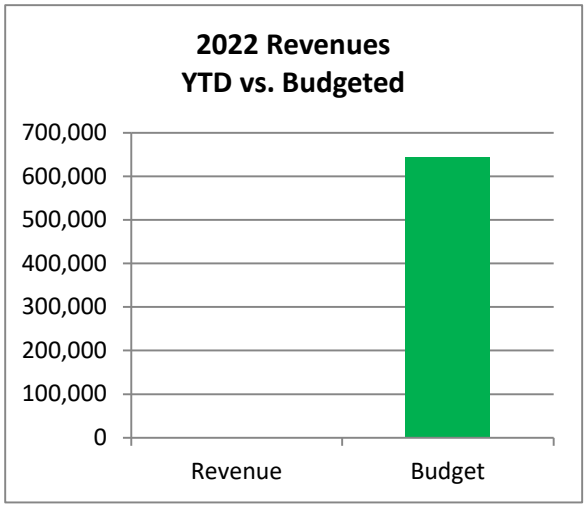


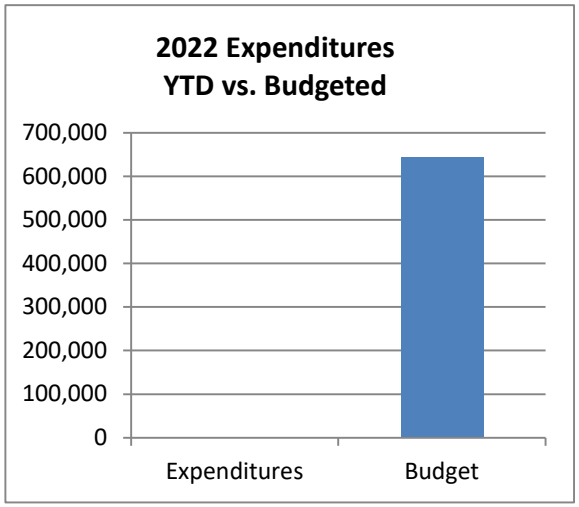
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending February 28, 2022
Unaudited

Tax Allocation Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	95,951	95,951	
Revenues:			
Taxes & Fees	-	645,000	0.0%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	-	645,050	0.0%
Expenditures:			
Miscellaneous	-	645,050	0.0%
Total Expenditures	-	645,050	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**95,951**	**95,951**	

** - Unaudited*

17% of the fiscal year has elapsed



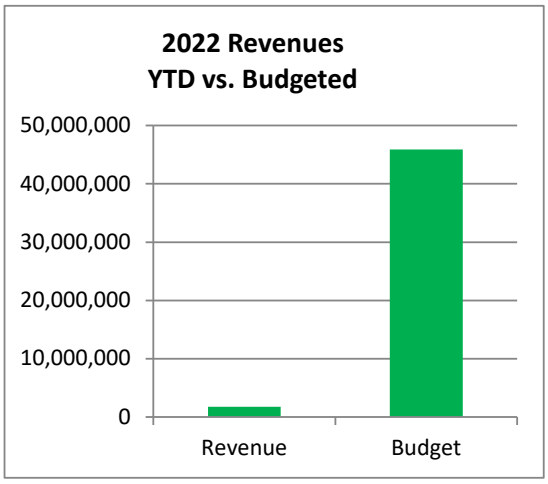


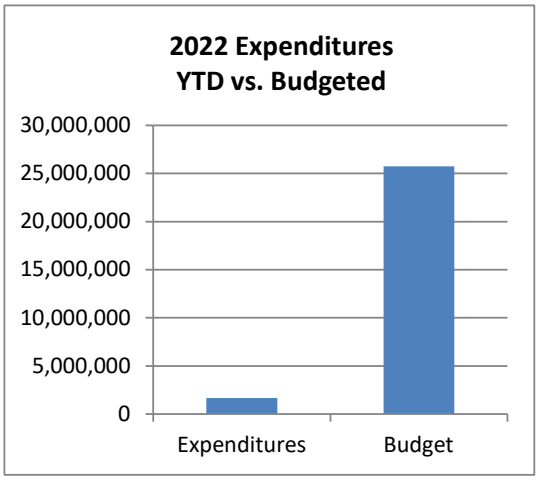
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending February 28, 2022
Unaudited

Water Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Cash Balance*	21,559,607	21,559,607	
Revenues:			
Charges for Services	513,467	3,838,700	13.4%
Total Operating Revenues	513,467	3,838,700	13.4%
Expenses:			
Administration	22,846	428,650	5.3%
Operations	350,642	3,968,650	8.8%
Capital Outlay	1,242,378	20,910,280	5.9%
Depreciation	59,405	425,000	14.0%
Transfers Out	-	-	
Total Operating Expenses	1,675,271	25,732,580	6.5%
Operating Income (Loss)	(1,161,804)	(21,893,880)	
Non-Operating Revenues (Expenses)			
Tap Fees	637,422	1,006,050	63.4%
Capital Investment Fees	568,416	850,650	66.8%
Misc. Revenues	60,032	40,179,550	0.1%
Interest Expense	1,871	6,900	27.1%
Total Non-Operating Revenues (Expenses)	1,267,740	42,043,150	3.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**105,935**	**20,149,270**	
Ending Cash Balance*	**21,665,542**	**41,708,877**	

** - Unaudited*

17% of the fiscal year has elapsed



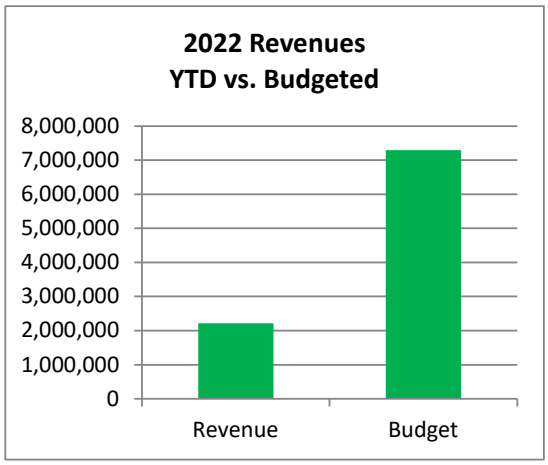


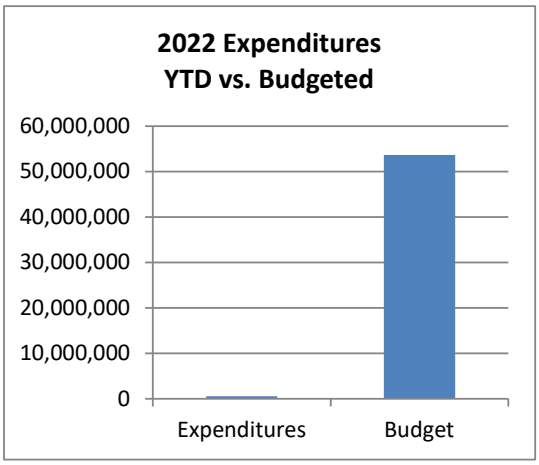
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending February 28, 2022
Unaudited

Sewer Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Cash Balance*	5,341,829	5,341,829	
Revenues:			
Charges for Services	477,815	2,984,000	16.0%
Total Operating Revenues	477,815	2,984,000	16.0%
Expenses:			
Administration	22,656	244,050	9.3%
Operations	189,742	1,991,800	9.5%
Capital Outlay	287,525	49,189,000	0.6%
Depreciation	37,577	245,000	15.3%
Debt Service	-	1,953,150	0.0%
Total Operating Expenses	537,500	53,623,000	1.0%
Operating Income (Loss)	(59,684)	(50,639,000)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,725,802	2,396,740	72.0%
Misc. Revenues	5,900	1,915,000	0.3%
Interest Expense	5,116	1,200	426.4%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	1,736,818	4,312,940	40.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**1,677,134**	**(46,326,060)**	
Ending Cash Balance*	**7,018,963**	**(40,984,231)**	

** - Unaudited*

17% of the fiscal year has elapsed



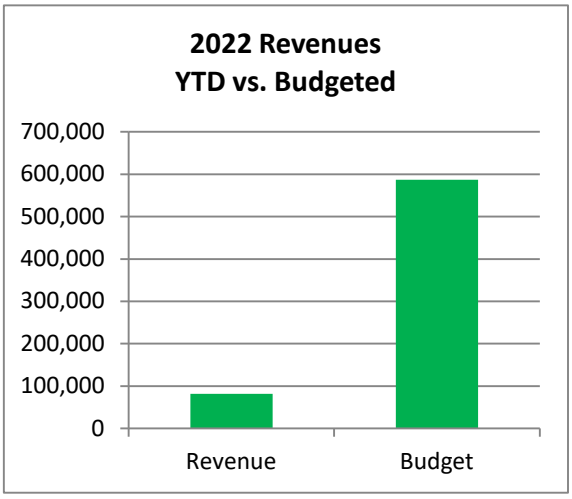


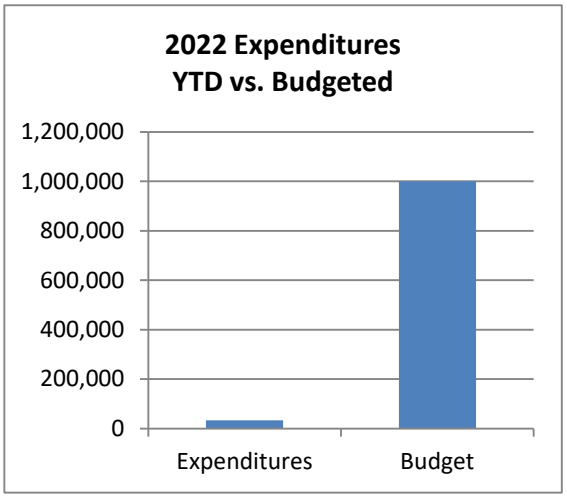
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending February 28, 2022
Unaudited

Drainage Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Cash Balance*	3,732,384	3,732,384	
Revenues:			
Charges for Services	81,484	475,900	17.1%
Total Operating Revenues	81,484	475,900	17.1%
Expenses:			
Administration	14,946	156,765	9.5%
Operations	18,040	364,100	5.0%
Capital Improvements	-	480,000	0.0%
Transfer Out	-	-	
Total Operating Expenses	32,986	1,000,865	3.3%
Operating Income (Loss)	48,498	(524,965)	
Non-Operating Revenues (Expenses)			
Capital Revenues	-	110,000	0.0%
Misc. Revenues	-	-	
Interest Expense	287	1,000	28.7%
Total Non-Operating Revenues (Expenses)	287	111,000	0.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**48,785**	**(413,965)**	
Ending Cash Balance*	**3,781,169**	**3,318,419**	

** - Unaudited*

17% of the fiscal year has elapsed



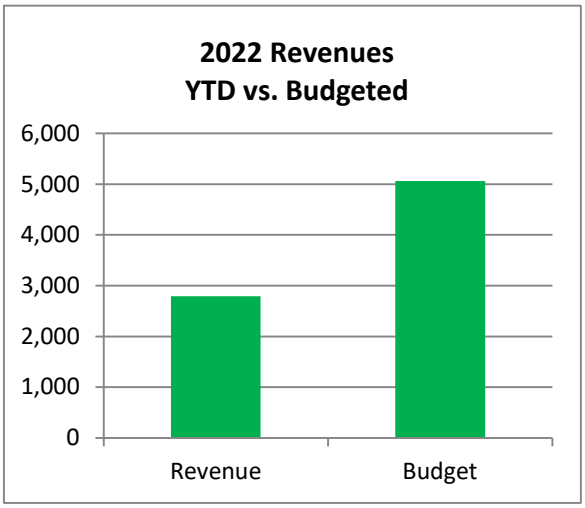


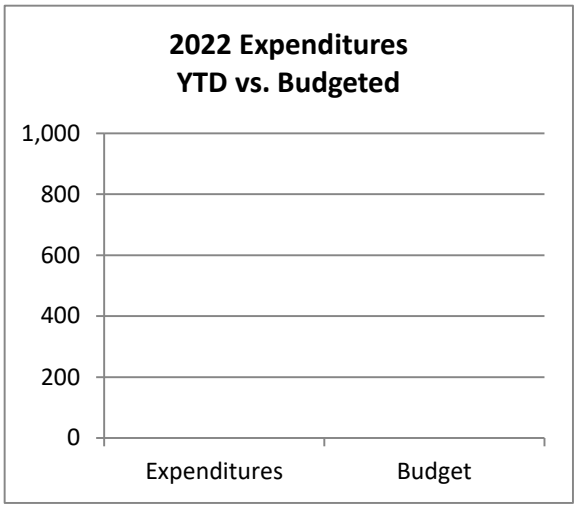
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending February 28, 2022
Unaudited

Cemetery Perpetual Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	153,817	153,817	
Revenues:			
Miscellaneous Revenue	2,774	5,000	55.5%
Earnings on Investment	16	60	26.8%
Total Operating Revenues	2,790	5,060	55.1%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**2,790**	**5,060**	
Ending Fund Balance*	**156,607**	**158,877**	

** - Unaudited*

17% of the fiscal year has elapsed



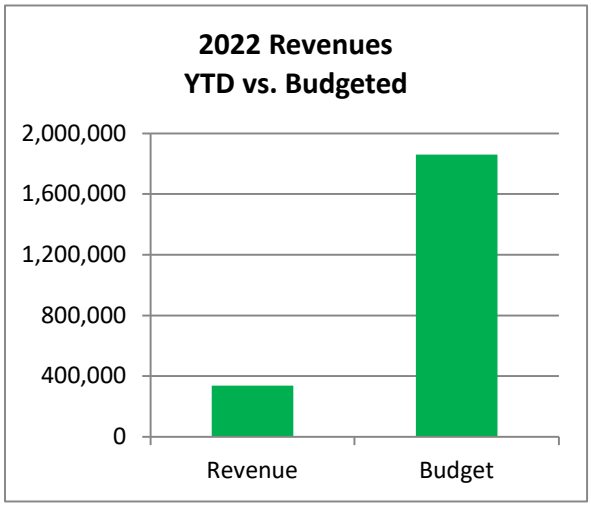


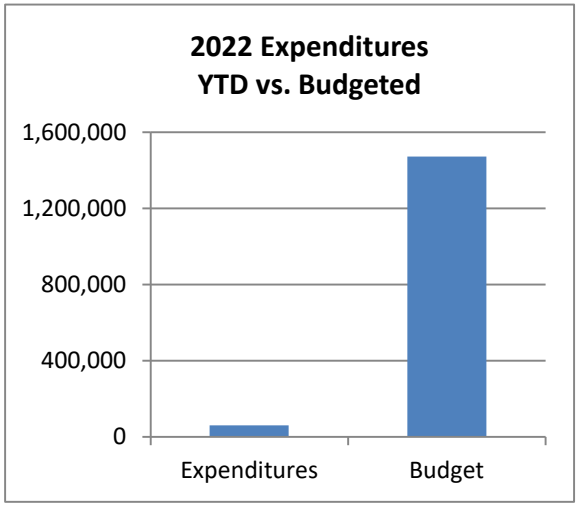
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending Feburary 28, 2022
Unaudited

Library Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	6,613,408	6,613,408	
Revenues:			
Intergovernmental	-	488,959	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	336,944	215,000	156.7%
Interest	40	5,000	0.8%
Transfers In	-	1,140,000	0.0%
Total Operating Revenues	336,984	1,859,959	18.1%
Expenditures:			
Operations	61,170	1,472,000	4.2%
Capital Outlay	-	-	0.0%
Total Expenditures	61,170	1,472,000	4.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**275,814**	**387,959**	
Ending Fund Balance*	**6,889,222**	**7,001,367**	

** - Unaudited*

17% of the fiscal year has elapsed



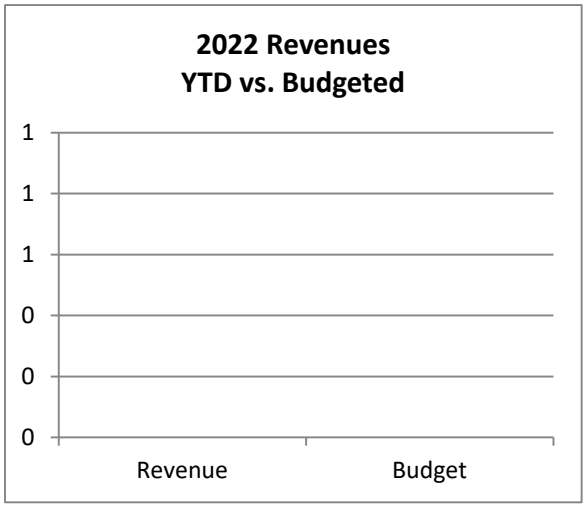


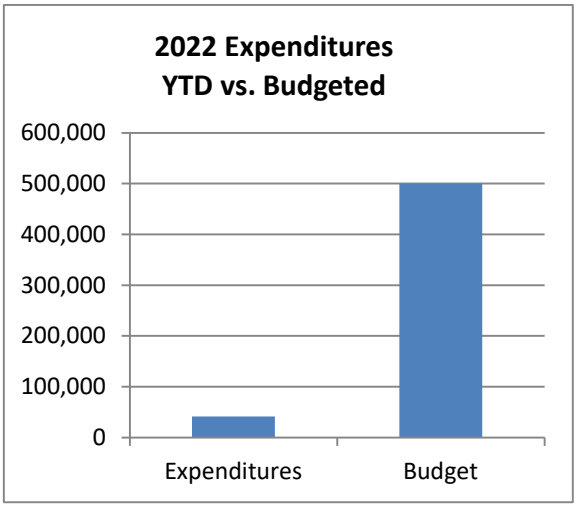
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending February 28, 2022
Unaudited

Recreation Center Fund	2022 Actuals February	2022 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
Revenues:			
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	-	-	
Expenditures:			
Operations & Maintenance	41,667	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	41,667	500,000	8.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(41,667)**	**(500,000)**	
Ending Fund Balance*	**881,071**	**422,738**	

** - Unaudited*

17% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2022

SUBJECT: Ordinance 2022-227 Approving the P.U.D. Outline Development Plan for Thompson Ridge Estates

ACTION PROPOSED: Consider Second Reading of Ordinance 2022-227

ATTACHMENTS: Ordinance 2022-227

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

Council held a public hearing on March 7 and approved Ordinance No. 2022-227 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2022-227 Approving the P.U.D. Outline Development Plan for Thompson Ridge Estates on second reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-227

APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR THOMPSON RIDGE ESTATES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 20.01 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, R&M Holdings, LLC, a Colorado limited liability company, submitted an application to the Town for approval of the Planned Unit Development ("P.U.D.") Outline Development Plan for Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 20.01 acres ("Property"); and

WHEREAS, on February 16, 2022, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for Thompson Ridge Estates; and

WHEREAS, on March 7, 2022, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for Thompson Ridge Estates; and

WHEREAS, after considering the Planning and Zoning Commission's recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for Thompson Ridge Estates is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, Town Council desires to approve the P.U.D. Outline Development Plan for Thompson Ridge Estates.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan for Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal

Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 20.01 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The P.U.D. Outline Development Plan for Thompson Ridge Estates adopted herein shall supersede and replace prior outline development plans, if any, for the Property.

Section 3. 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 and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. 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 7th day of March, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Diana Seele
Diana Seele, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2022

SUBJECT: Resolution 2022-08, Amending the Fiscal Year 2021 Budget

ATTACHMENTS: Resolution 2022-08

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:
Enclosed for review and consideration is Resolution 2022-08, which will modify the 2021 budget recognizing an increase in sales tax revenues, an increase in reimbursement expense associated with sales tax revenues, a transfer of federal grant funding, an increase in operating expenses, and ensure that the Town is in compliance with C.R.S. 29-1-110.

The proposed changes include the following:

General Fund
Sales tax revenues in the 2021 budget were conservatively projected due to the uncertainty associated with the impacts of the coronavirus pandemic. The Town of Johnstown was fortunate and was not negatively impacted by lower sales tax revenues and instead saw sales tax revenues increase. Not only did they increase, but they increased substantially at 44% when compared to 2020. The attached resolution recognizes $4,361,728 in additional sales tax revenues in the General Fund to reflect the actual 2021 collections.

Tax Allocation Fund
Increases in sales tax revenue has a direct impact on the Town's reimbursement expenses as the Town has developer reimbursement agreements that are based on sales tax collections. The attached resolution increases the expenses and appropriations in the Tax Allocation Fund by $175,460 to cover the additional reimbursement costs.

Water Fund

In 2021, the Town received the first of two tranches of funding from the Coronavirus State and Local Recovery Funds from the federal government. The $1.9 million was received by the Town on June 7, 2021 along with preliminary guidance for the use of those funds. None of the grant funds received were expended in 2021 while we waited for the final guidance for the use of the funds to be published. On January 6, 2022 the U.S. Treasury released the Final Rule providing that guidance. The Final Rule states that the funds may only be used for costs incurred between March 3, 2021 with all costs obligated by December 31, 2024. The Final Rule also provides guidance for project eligibility, and establishes the requirements for procurement, audits, contracts, pricing, etc.

The Town has a number of infrastructure projects in the enterprise funds that meet the overall requirements for the use of the funding. Originally, the Town had intended to use the grant funds for projects in the Sewer Fund, however, the timing restrictions, project restrictions, contract requirements and audit requirements posted in the Final Rule resulted in a thorough review of all infrastructure projects to determine which project was most suitable for the grant funding. After completing a review of all of the Town's projects and project timelines, staff believes that the best use of the federal grant funds is for the water distribution line to the south water tank. This project has a number of advantages for the use of federal funds, with project timing being the most obvious one. This project was bid out in 2022, is currently under construction and will be completed in 2022, which eliminates any ambiguity with regards to timelines. Additionally, since the project will be started and completed in the same calendar year, the Town will only be subject to one, single audit, which is still a requirement in the Final Rule and is detailed in CFR §200.501. Other major advantages to using the funding for this project include the fact that it clearly meets the project eligibility requirements as water distribution and water storage are specifically addressed, and this project meets the definition of "necessary" as detailed in the Final Rule, including the adequate level of service, sustainability, and cost-effectiveness requirements.

Recreation Center Fund

The Town has an agreement with the YMCA to operate our recreation facility. That agreement calls for an operational subsidy from the Town in an amount up to $500,000 per year. The 2021 Budget included expense projections of $500,000 to cover the cost of the subsidy. The Town paid all YMCA invoices for 2021 and due to a rounding error on the invoices, expended $.04 more to the YMCA than what was approved by Council. The attached resolution includes and additional expense and appropriation of $1 to cover the rounding error.

LEGAL ADVICE:

The resolution was reviewed by our Town Attorney.

FINANCIAL ADVICE:

The recommended amendments will increase the accuracy of financial information and ensure compliance with state law.

RECOMMENDED ACTION:
Approve Resolution 2022-08 as presented.

Reviewed and Approved for Presentation,

Town Manager

RESOLUTION 2022-08

A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2021 BUDGET

WHEREAS, on December 14, 2020, the Town Council adopted, by Resolution No. 2020-39, the Fiscal Year 2021 Budget ("2021 Budget"); and

WHEREAS, revenues and expenditures have been evaluated and are being adjusted for the 2021 operating budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

WHEREAS, the Town received a grant in the amount of $1,910,007 from the Federal Government; and

WHEREAS, the Town Council agrees to modify revenues and agrees to modify appropriated expenditures for the 2021 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

Revenues

Section 1. General Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 General Fund revenues from sales taxes are hereby increased from $5,896,405 to $10,258,133 to reflect an increase in revenues collected from sales taxes.

Section 2. Water Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 Water Fund federal grant revenues are hereby increased from $0 to $1,910,007, to reflect the receipt of federal grant monies from the Coronavirus State and Local Recovery Funds.

Expenditures

Section 3. Tax Allocation Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 Tax Allocation Fund expenditure appropriations are hereby increased from $440,000 to $615,460 to reflect an increase in sales tax revenue collection and reimbursements for existing agreements.

Section 4. Recreation Center Fund

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 Recreation Center Fund expenditure appropriations are hereby increased from $500,000 to $500,001 to reflect an adjustment for rounding.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 21st DAY OF MARCH, 2022.

TOWN OF JOHNSTOWN

BY:_____
Gary Lebsack, Mayor

ATTEST:

_____
Diana Seele, Town Clerk

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: March 21, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 04/04/2022 – Regular Town Council Meeting
- 04/18/2022 – Regular Town Council Meeting
- 05/02/2022 – Regular Town Council Meeting – Elected Officials Training at 6 p.m.

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – Staff processed 116 Summonses.
- *Liquor Licenses* – Cassidy's Sports Grill renewal application has been submitted to the state for renewal.
- *Customer Service Technician* – Vicki Lovato started her position on Monday, March 7.
- *Hiring* – Our new Planner I started today, a Police Officer, and an Administrative Assistant II are starting for the Police Department.
- *Business of the Month* – Marchs' Business of the Month is Urban Egg Daytime Eatery. They were officially announced during the March 7 Town Council meeting.

- *Downtown Johnstown Branding & Wayfinding Signage Project* – The Town published the RFP on March 7 via Bid Net and the Town's website. Staff also emailed firms a copy of the RFP. The RFP is set to close April 8.
- *Tree City USA* – The Town's Tree City USA application was approved and the Town has regained Tree City USA status.
- *Broadband* – A draft agreement for the broadband deployment by Allo has been passed onto them for review. We hope to move this engagement quickly to facilitate possible fiber in our community in short order.
- *16 N. Parish Ave* – The Town is scheduled to close on the 16 N. Parish Property on March 17.
- *Home Supply Operating Agreement* – The Town and Home Supply met for the second time to discuss a new operating agreement for the future.
- *Highway 60 Corridor* – The Town has engaged for a Highway 60 Concept Layout Analysis with Horrocks Engineers. We hope to have a presentation to Council during a work session sometime in May.

Public Works and Utilities

Water Plant & System

- *Water Plant*
  - Plant offline for pilot testing of pre-treatment process
  - Staff performing routine maintenance while plant is down

Wastewater Plants & System

- *Central*
  - Updating SCADA system at Central
  - Evaluating process improvements for lagoon aeration, effluent pumps, DAF influent valve and headworks bar screen
- *Low Point*
  - Installing alkalinity injection system to assist with water quality
  - Testing generator for planned construction power outage
- *Collection*
  - Lift Station maintenance and communication upgrades

Project Updates

- *Johnstown Reservoir Dam Repair* – Dredging operations are continuing. Contractor is completing construction of the outlet tower structure on east end and is backfilling and reconstructing the dam. Town is anticipating starting to fill the reservoir during the month of April and is in communication with the CDW to restock the lake.
- *South Water Tank* – Contractor is starting the striping and forming of Level 2 of the tower shaft and poured the 3rd dome piece for the roof.

- *South Water Tank Distribution Pipeline* – Project work is focused on Hillsborough Ditch and a Farmers Ditch bore crossings before irrigation season. Contractor is installing waterline through DCP mitigation area on WCR13.
- *Water Treatment Plant Expansion* – The plant has been offline for 2 weeks in order to perform a pilot program to test the pre-treatment options proposed for the new treatment plant.
- *Central Interceptor Phase 1* – Lift Station building is wrapping up and waiting on electrical components due to supply chain delays. New Lift Station start-up and old lift station decommissioning has been delayed until firm shipping date is received.
- *Central Interceptor Phase 2* – Contractor is installing manhole and main from the lift station heading south and is performing the bore work at the Hillsborough Ditch crossing.
- *North Interceptor* – Design Engineer is anticipating CDPHE review and comments by the end of the month to on the lift station at CR50 and will issue final drawings for review and pricing.
- *Low Point Sewer Expansion* – Earthwork construction continuing and crew is working on new structure construction for MBR/SBR and EQ basins adjacent to headworks building.
- *Central Plant Design* – The Bid was opened for the equipment selection for the Central Wastewater Treatment Plant Project and will be brought to council in April. Designer will be submitting 30% plans for review.

Active Development

- *Active Developments* – The Ridge A & B Public Improvements, TRR County Road 3 Improvements, TRR 12 Public Improvements, Johnstown Village (Mallard Ridge) Filing 1 Phase 3, Revere Public Improvements, Mountain View Townhomes, 2534 Site Plans, Crowne Apartments, Johnstown Village Tracts M&N
- *Acceptance* – Johnstown Farms Filing 3 Public Improvements & Johnstown Village Filing 1 Phase 2 and Phase 3A Public Improvements, Johnstown Heights Public Improvements
- *Early Building Permit Requests* – TRR 12, Mountain View Townhomes, Johnstown Village Filing 1 Phase 2 and Phase 3A

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2022

SUBJECT: Resolution 2022-09 Approving the Final Plat and Final Development Plan for The Granary, Filing 1

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-09 Approving the Final Plat and Final Development Plan for The Granary Filing 1, on First Reading

ATTACHMENTS:
1. Vicinity Map
2. Resolution 2022-09
3. The Granary Filing 1 Final Plat
4. The Granary Filing 1 Final Development Plan
5. PZC Staff Report (1/12/22)

PRESENTED BY: Justin Currie, Planner II

AGENDA ITEM DESCRIPTION:

The applicant, Hartford Acquisitions, LLC, is requesting approval of The Granary Filing 1 Final Plat and Development Plan for approximately 155 acres of land located on the northwest corner of Telep Ave. and County Rd. 46, to create 145 single family detached lots, associated outlots, and dedicated rights-of-way. The proposed development is subject to The Granary Outline Development Plan (ODP), which applies to the full 310 acres that is intended for development, and is designed in conformance with that document.

The Planning & Zoning Commission held a public hearing on January 12, 2022. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this memo.

The Developer has acquired approval for “early grading” to assist with the timing of construction of irrigation ditch improvements for the Hillsborough Ditch realignment that is part of this project.

The Commission voted to recommend Approval with Conditions of The Ganary Final Plat and Development Plan to the Town Council, based upon the findings that are contained in the attached staff report (Attachment 5) and reiterated in substance in the proposed resolution (Attachment 2).

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2022-09 Approving the Final Plat and Final Development Plan for The Granary, Filing 1, on First Reading.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2022-09 Approving the Final Plat and Final Development Plan for The Granary, Filing 1, on first reading.

For Approval with Conditions: Based on findings and analysis presented at this hearing, I move to approve Resolution 2022-09 Approving the Final Plat and Final Development Plan for The Granary Filing 1, with the following conditions, to be revised and updated prior to the Second Reading of the Resolution, to include:

a.

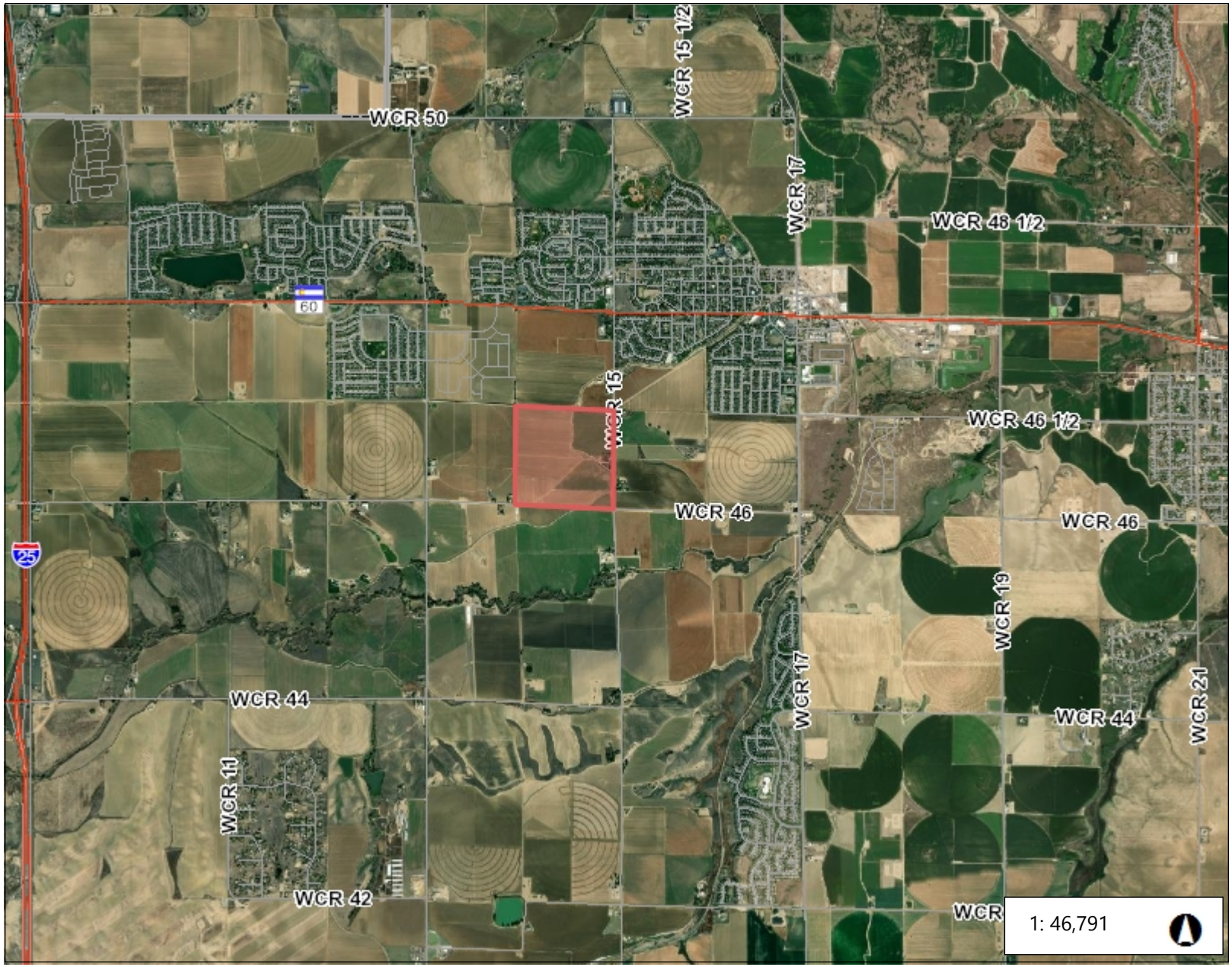
For Denial: Based on information presented in this hearing, I move to deny Resolution 2022-09 as presented.

Reviewed and Approved for Presentation,

_____
Town Manager

Weld County Online Mapping

Project Location



Legend

- Highway
- Road
  - Road
  - Highway
- County Boundary

Notes

7,798.5 0 3,899.23 7,798.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-09

APPROVING THE FINAL SUBDIVISION PLAT AND THE FINAL DEVELOPMENT PLAN FOR THE GRANARY FILING NO. 1, LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 155.690 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, Hartford Acquisitions, LLC, a Colorado corporation, ("Applicant"), submitted an application to the Town for approval of a Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1, located in part of the Southeast Quarter of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 155.690 acres ("Property"); and

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1, with conditions; and

WHEREAS, on March 21, 2022, the Town Council held a public hearing concerning approval of the Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1, satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17.

WHEREAS, based on the foregoing, the Town Council desires to approve the Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Final Subdivision Plat for The Granary Filing No. 1, located in the part of the Southeast Quarter of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 155.690 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Development Plan Approval: The Final Development Plan for The Granary Filing No. 1, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Final Subdivision Plat and the Final Development Plan for The Granary Filing No. 1 are approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. Prior to construction of any public or private development improvements, Town-approval of all required plans, reports and permits shall be obtained, and all necessary agreements with the Town shall be approved, executed and recorded.

2. Prior to construction of any public or private development improvements, the Applicant shall have executed a license agreement(s) with Consolidated Hillsborough Ditch Company, containing, among other matters, approved development plans.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS _____ day of March, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

THE GRANARY FILING ONE

PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT HARTFORD INVESTMENTS LLC, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS, ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

PARCEL CONTAINS 6,781,848 SQUARE FEET OR 155.690 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **THE GRANARY FILING ONE** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

BASIS OF BEARING: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 IS ASSUMED TO BEAR S 00°17'44" W AND DISTANCE OF 2630.99', MONUMENTED AT THE NORTH BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "LS 26606" IN MONUMENT BOX AND AT THE SOUTH BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "PLS 38638" WITH ALL OTHER BEARINGS RELATIVE THERETO.

HARTFORD INVESTMENTS LLC

BY_____

STATE OF _____)
)SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2022 BY _____, AS _____ OF HARTFORD INVESTMENTS LLC

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

GENERAL NOTES

1) THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.

2) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.

4) CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.

5) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).

6) SUBJECT TO PRIOR WRITTEN AGREEMENT BETWEEN OWNER AND HILLSBOROUGH CONSOLIDATED DITCH COMPANY ("DITCH COMPANY") RECORDED AS RECEPTION NUMBER, _____ ON _____, 20__ IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, THAT PORTION OF THE CONSOLIDATED HILLSBOROUGH DITCH RIGHT OF WAY DEPICTED ON THE MAP STATEMENT RECORDED AT BOOK 23, PAGE 510 LOCATED WITHIN THE BOUNDARIES OF THE GRANARY SUBDIVISION AS PLATTED HEREIN IS HEREBY VACATED AND REPLACED WITH THE EASEMENT DESCRIBED IN THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY STATEMENT ABOVE AND AS PARTICULARLY SET FORTH ON THIS PLAT.

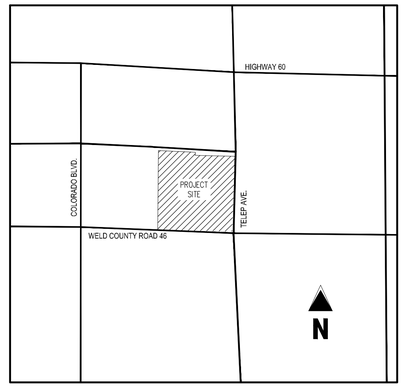
7) NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT AS TO THE DITCH COMPANY USE, OPERATION AND MAINTENANCE, THERE SHALL BE NO PERMITTED, AUTHORIZED OR ALLOWED PUBLIC OR PRIVATE ACCESS OR USE OF ANY TYPE TO OR UPON THE DITCH EASEMENT, EXCEPT AS OTHERWISE AGREED TO BY DITCH COMPANY IN WRITING.

8) CONSTRUCTION OF THE PROPOSED FENCING OF THE HILLSBOROUGH DITCH, MAINTENANCE AND OPERATION EASEMENT SHALL BE COMPLETED AND MAINTAINED ACCORDING TO PRIOR WRITTEN AGREEMENT WITH DITCH COMPANY RECORDED AS RECEPTION NUMBER, _____ ON _____, 20__ IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER

9) ALL FUTURE DEVELOPMENT WITHIN THE GRANARY SUBDIVISION (ALL FILINGS) DIRECTLY INVOLVING OR ADJACENT TO THE DITCH SHALL BE SUBJECT TO PRIOR WRITTEN APPROVAL OF DITCH COMPANY.

10) IT IS UNDERSTOOD THAT THE DITCH EMBANKMENTS ARE UNLINED AND OF EARTHEN CONSTRUCTION; THEREFORE, BREAKS, LEAKS, SEEPAGE AN/OR OVERFLOW FROM THE DITCH MAY OCCUR. OWNER AND ALL OF OWNER'S SUCCESSORS AND ASSIGNS OF THE LANDS WITHIN THE GRANARY SUBDIVISION ASSUME ALL RISKS ASSOCIATED WITH SUCH BREAKS, LEAKS, SEEPAGE AND/OR OVERFLOW AND WAIVE AND DISCLAIM ANY AND ALL CLAIMS, WHETHER EXISTING OR POTENTIAL, AGAINST DITCH COMPANY, ITS AGENTS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL LOSS, DAMAGE OR INJURY (INCLUDING DEATH), RESULTING FROM BREAKS, LEAKAGE, SEEPAGE AND/OR OVERFLOW FROM THE DITCH.

11) THE ABOVE NOTES 6, 7, 8, 9 AND 10 SHALL BE COVENANTS RUNNING WITH ALL LANDS OF THE GRANARY SUBDIVISION (ALL FILINGS) AND SHALL BE EXPRESSLY SET FORTH IN THE SUBDIVISION COVENANTS AND THE DEVELOPMENT AGREEMENT FOR THE GRANARY SUBDIVISION, AND ANY/ALL SUBSEQUENT AMENDMENTS, MODIFICATIONS OR VERSIONS SHALL REQUIRE DITCH COMPANY'S WRITTEN APPROVAL, EVIDENCE BY SIGNATURE ON THE DOCUMENTS.



VICINITY MAP
NOT TO SCALE

PLAT NOTES

1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

3) STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING "NO PARKING/FIRE LANE" SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.

4) FENCING: LOTS THAT BACK TO OR OTHERWISE ABUT OPEN SPACE AREAS ARE RESPONSIBLE FOR CONSTRUCTION OF REQUIRED SPLIT-RAIL FENCING PER THE GRANARY DESIGN GUIDELINES.

5) STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

6) DRIVES. PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)

7) DRAINAGE LIABILITY. THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF A FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.

8) LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

9) SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL AND/OR TREE CANOPIES LOWER THAT 7' ABOVE ADJACENT STREET GRADE OR AS REQUIRED BY CURRENT TOWN CODE OR SPECIFICATIONS.

OWNER AND DEVELOPER

HARTFORD INVESTMENTS, LLC
PATRICK MCMEEKIN
4801 GOODMAN ST.
TIMNATH, CO 80547

SITE ENGINEER

GALLOWAY & COMPANY
JAMES PRELOG
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

SURVEYOR

GALLOWAY & COMPANY
JOSHUA J. MCCABE
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **THE GRANARY FILING ONE,** IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2022.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED AND OR VACATED AS SHOWN ON THIS PLAT

_____
HILLSBOROUGH CONSOLIDATED DITCH COMPANY

MAINTENANCE NOTE:

MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

GENERAL OVERLOT DRAINAGE NOTE:

LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

CONSOLIDATED HILLSBOROUGH DITCH COMPANY STATEMENT:

THE UNDERSIGNED OWNER AND DEVELOPER, ITS SUCCESSORS AND ASSIGNS, ("UNDERSIGNED") DOES HEREBY DEDICATE, GRANT AND CONVEY TO THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY ALL EASEMENTS AS LAID OUT, SHOWN, AND/OR DESIGNATED AS SUCH ON THIS PLAT FOR THE USE, OPERATIONS, MAINTENANCE, INSPECTION, REPAIR, OR REPLACEMENT OF AN IRRIGATION DITCH AND ASSOCIATED OR APPURTENANT MAINTENANCE AREAS, ROADS, EQUIPMENT, STRUCTURES OR FACILITIES, INCLUDING ALL RIGHTS NECESSARY AND INCIDENT TO THE FULL AND COMPLETE USE AND ENJOYMENT OF THE DITCH RIGHT OF WAY AND EASEMENTS FOR THE PURPOSES HEREIN GRANTED ("DITCH"). NO PERMANENT OR TEMPORARY BUILDING, STRUCTURES, IMPROVEMENTS, SIDEWALKS, TREES OR OTHER LANDSCAPING ("OBSTRUCTIONS") SHALL BE INSTALLED, CONSTRUCTED, ALLOWED, OR PERMITTED BY THE UNDERSIGNED ON THE EASEMENTS EXCEPT AS EXPRESSLY APPROVED IN THIS PLAT OR UNDER SEPARATE WRITING EXECUTED BY THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY. THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY SHALL HAVE THE RIGHT TO REMOVE SUCH OBSTRUCTIONS WITHOUT ANY LIABILITY FOR DAMAGES, INJURY, REPAIR, OR REPLACEMENT THEREOF.

THE APPROVAL AND RECORDING OF THIS PLAT SHALL BE CONDITIONED UPON THE PRIOR EXECUTION OF AN AGREEMENT WITH CONSOLIDATED HILLSBOROUGH DITCH COMPANY ALLOWING FOR AND ADDRESSING THE RE-ALIGNMENT OF THE EXISTING IRRIGATION DITCH IN CONFORMANCE WITH THE NEW DITCH AS SET FORTH ON THIS PLAT.

ALL CROSSINGS OF AND/OR ENCROACHMENTS AND/OR ENCUMBRANCES UPON THE DITCH IN CONNECTION WITH THE GRANARY SUBDIVISION SHALL REQUIRE THE EXECUTION OF A CROSSING AGREEMENT WITH CONSOLIDATED HILLSBOROUGH DITCH COMPANY PRIOR TO CONSTRUCTION OF ANY TYPE, MODIFICATION AND/OR INSTALLATION OF SUCH CROSSING.

ANY AND ALL MODIFICATIONS TO THE DITCH MUST BE APPROVED BY CONSOLIDATED HILLSBOROUGH DITCH COMPANY VIA WRITTEN AGREEMENT THAT INCLUDES AN EASEMENT FOR OPERATION AND MAINTENANCE OF THE DITCH BEING A MINIMUM WIDTH OF APPROXIMATELY ONE HUNDRED AND SIXTY (160) FEET, MORE OR LESS.

ANY STORMWATER OR DRAINAGE DISCHARGES INTO THE DITCH THAT EXCEED HISTORIC CONDITIONS, REGARDLESS OF THE STORM EVENT FREQUENCY OR DURATION, MUST BE APPROVED BY CONSOLIDATED HILLSBOROUGH DITCH COMPANY VIA WRITTEN AGREEMENT.

CONSOLIDATED HILLSBOROUGH DITCH COMPANY

_____
BY: AS:

SURVEYOR'S CERTIFICATION:

I, JOSHUA J. MCCABE, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **THE GRANARY FILING ONE** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2022.

_____
JOSHUA J. MCCABE
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38638
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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Johnstown, CO 80534
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THE GRANARY FILING ONE
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	10/15/2021	TOWN COMMENTS	AN
2	12/22/2021	TOWN COMMENTS	AN
3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE

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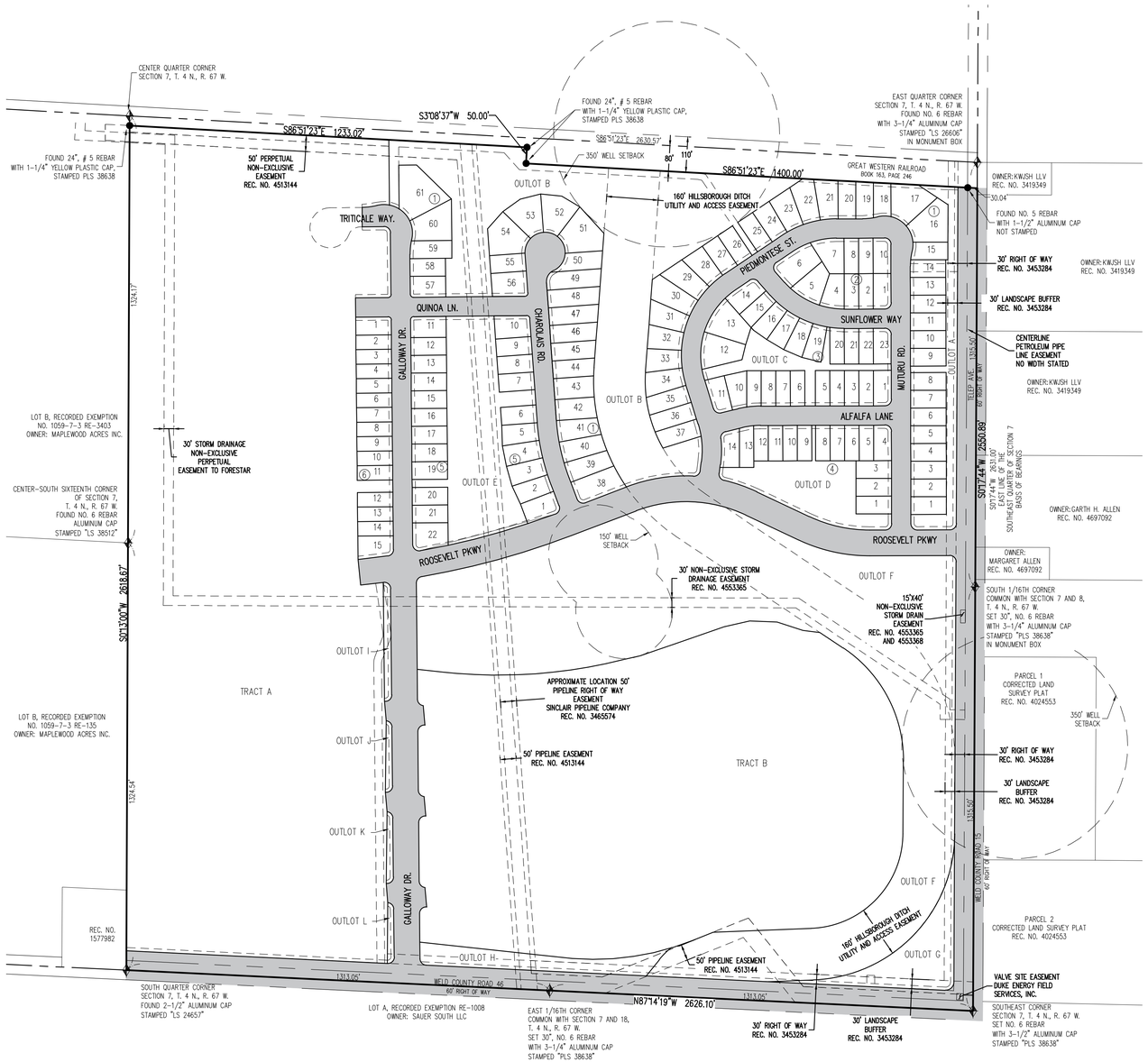
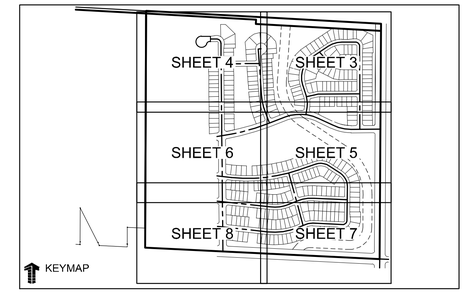
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO





LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALIQUOT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. — RECEPTION NUMBER
- BLOCK NUMBER
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT

N

0 50 100 200

SCALE: 1"=200'

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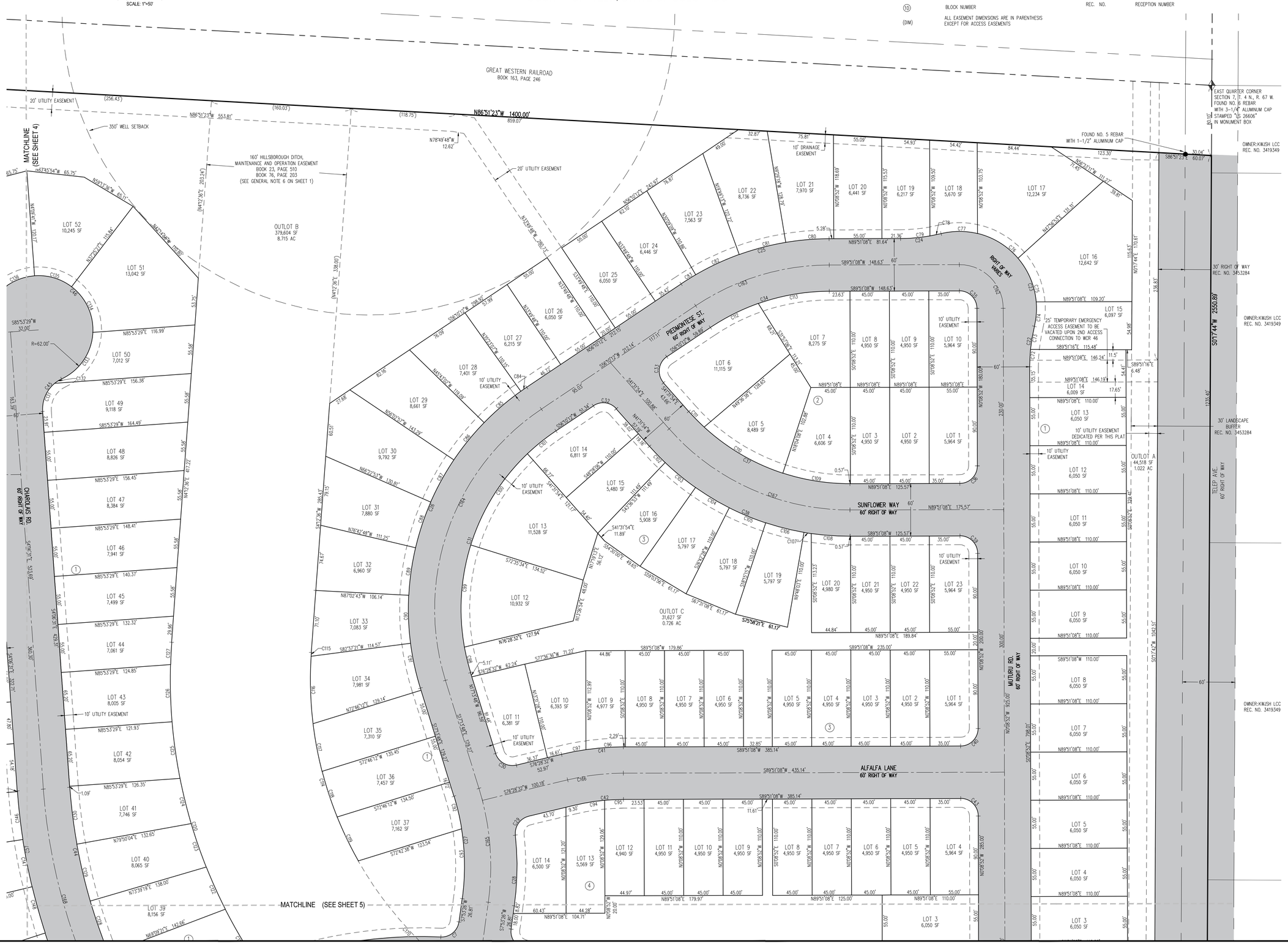
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALIQUOT CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- (10) BLOCK NUMBER
- (DIM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. RECEPTION NUMBER



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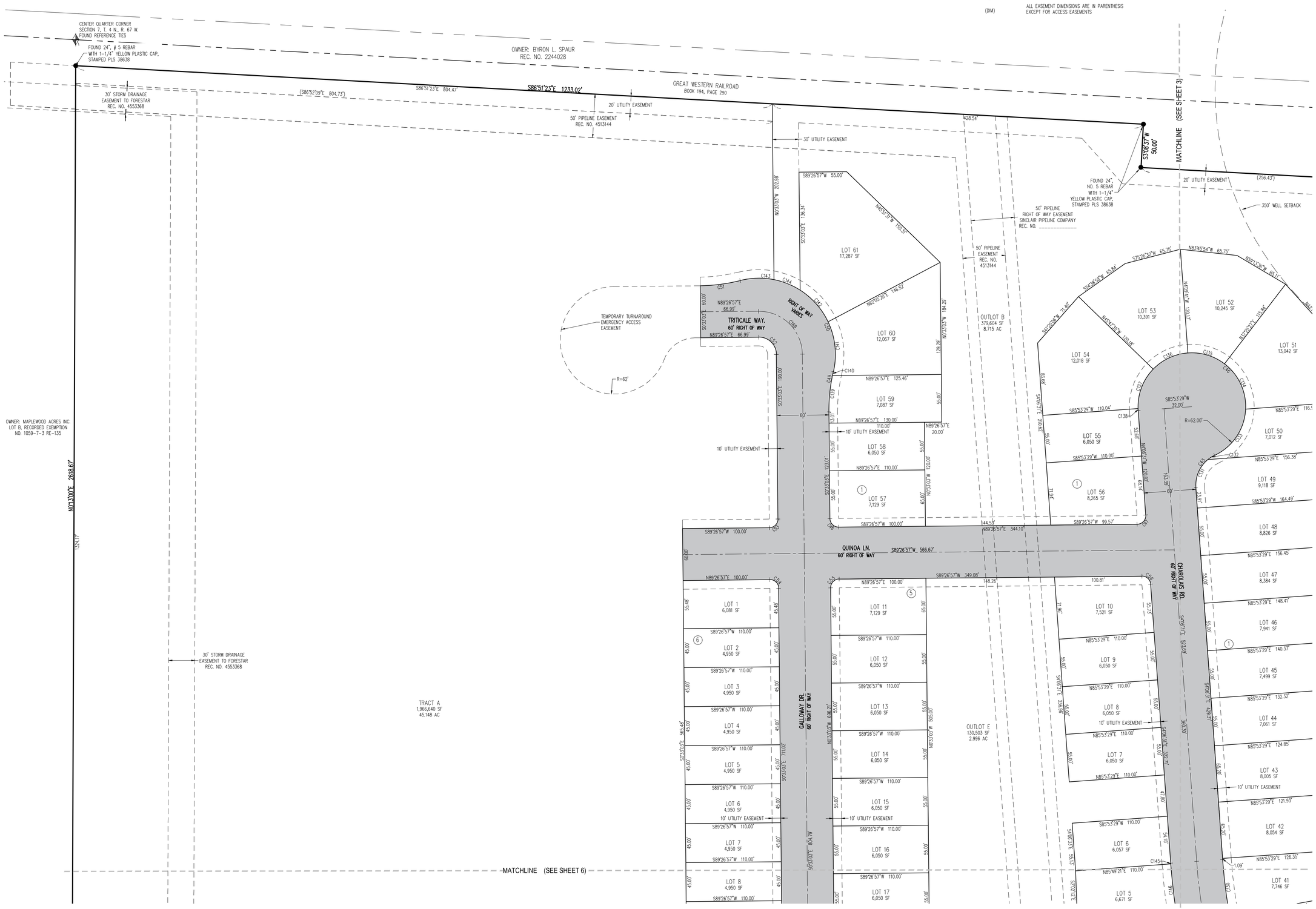
COUNTY OF WELD, STATE OF COLORADO

N

0 10 20 50
SCALE: 1"=50'

LEGEND

●	FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
✦	ALIQUOT CORNER (AS DESCRIBED)
▒	PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
(10)	BLOCK NUMBER
(DIM)	ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS
———	PROPERTY LINE
———	LOT LINE
—·—·—	SECTION LINE
- - - -	EASEMENT LINE
———	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER



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THE GRANARY FILING ONE

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
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SCALE: 1"=50'

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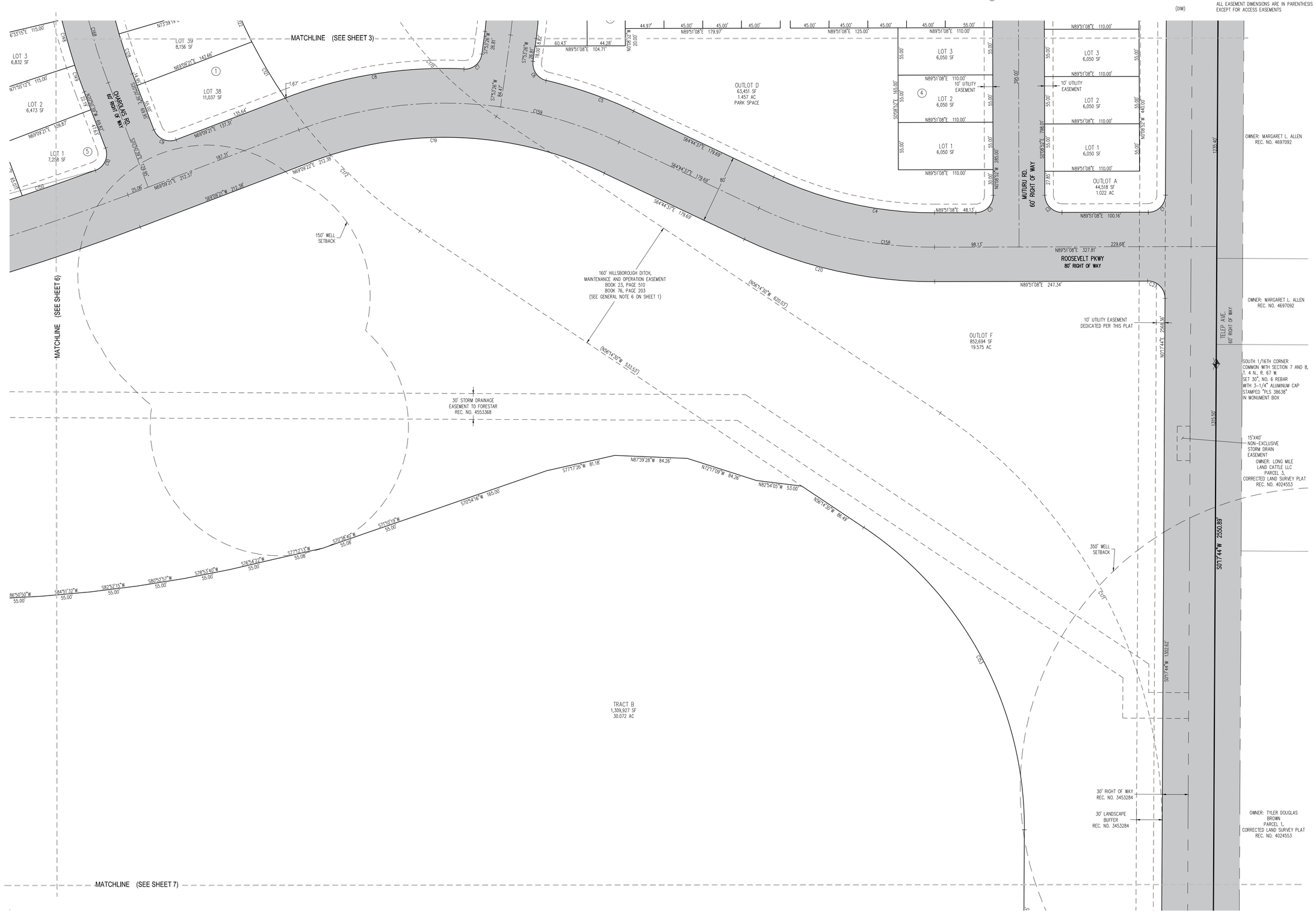

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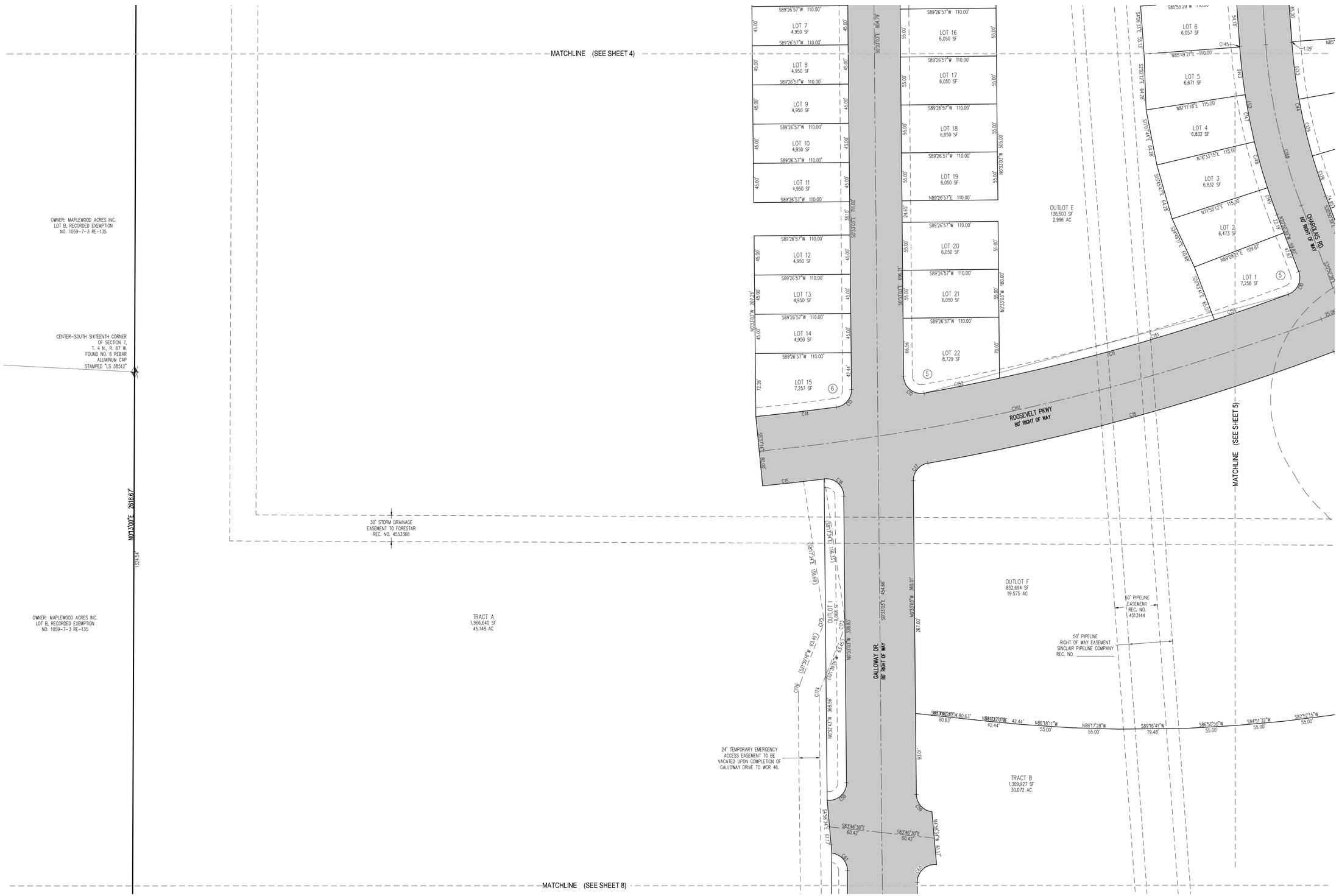

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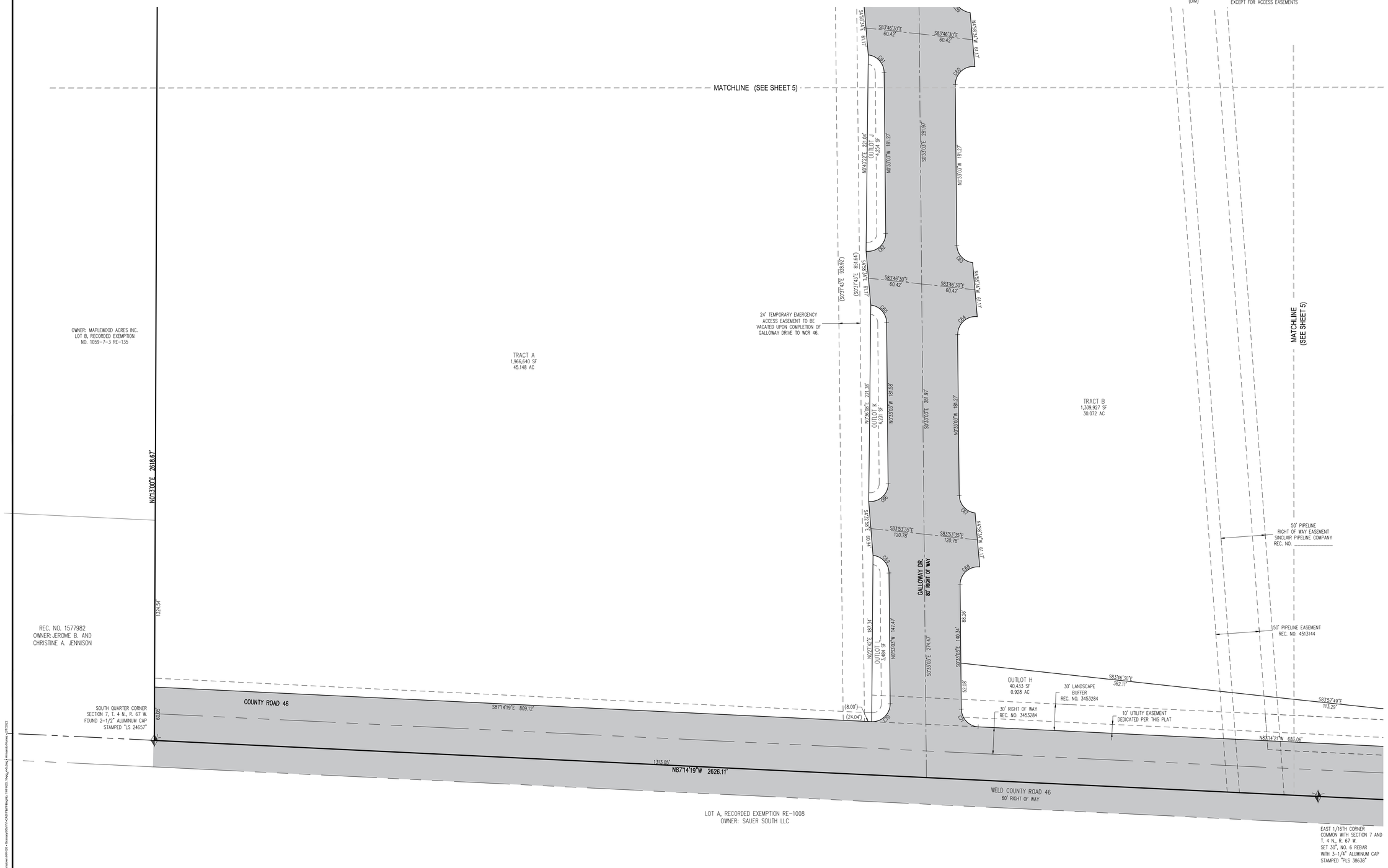

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COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	89°33'24"	31.26	20.00	N45°04'26"E	28.17
C2	90°00'00"	31.42	20.00	S45°08'52"E	28.28
C3	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C4	25°24'15"	192.87	435.00	S77°26'45"E	191.30
C5	12°00'12"	107.89	515.00	S70°44'43"E	107.69
C6	84°38'15"	29.54	20.00	S34°25'41"E	26.93
C7	84°38'15"	29.54	20.00	N50°12'33"E	26.93
C8	23°22'20"	210.08	515.00	N80°50'30"E	208.63
C9	90°00'00"	31.42	20.00	S65°50'39"E	28.28
C10	90°35'08"	31.62	20.00	N24°26'55"E	28.43
C11	10°05'48"	433.50	2460.00	N74°47'23"E	432.94
C12	99°36'41"	34.77	20.00	S50°21'23"E	30.55
C13	82°45'46"	28.89	20.00	N40°49'50"E	26.44
C14	2°10'03"	93.06	2460.00	S83°17'44"W	93.06
C15	1°36'04"	70.98	2540.00	N83°34'44"E	70.98
C16	96°40'15"	33.74	20.00	S48°53'11"E	29.88
C17	80°36'59"	28.14	20.00	S39°45'27"W	25.88
C18	10°54'36"	483.65	2540.00	S74°36'38"W	482.92
C19	46°06'02"	350.00	435.00	N87°47'38"W	340.64
C20	25°24'15"	228.34	515.00	N77°26'45"W	226.48
C21	90°29'56"	31.59	20.00	N44°57'14"W	28.41
C22	13°37'11"	46.71	196.50	N6°39'43"E	46.60
C23	117°14'21"	180.07	88.00	N45°08'52"W	150.26
C24	13°37'11"	46.71	196.50	S83°02'33"W	46.60
C25	33°40'55"	179.30	305.00	S73°00'40"W	176.73
C26	73°24'01"	390.73	305.00	S19°28'12"W	364.55
C27	25°07'14"	118.38	270.00	S4°40'11"E	117.43
C28	14°04'01"	81.02	330.00	S0°51'25"W	80.82
C29	82°39'07"	28.85	20.00	S35°08'58"W	26.41
C30	86°17'40"	30.12	20.00	S60°22'38"E	27.36
C31	73°24'01"	313.86	245.00	S19°28'12"W	292.84
C32	82°17'54"	28.73	20.00	N82°40'51"W	26.32
C33	97°42'06"	34.10	20.00	S7°19'09"W	30.12
C34	33°40'56"	144.03	245.00	N73°00'40"E	141.96
C35	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C36	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C37	48°36'58"	207.89	245.00	N65°50'23"W	201.71
C38	48°36'58"	258.80	305.00	N65°50'23"W	251.10
C39	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C40	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C41	13°22'36"	71.21	305.00	N83°09'50"E	71.05
C42	13°22'36"	57.20	245.00	S83°09'50"W	57.07
C43	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C44	16°44'08"	181.10	620.00	N12°28'35"W	180.45
C45	68°53'59"	45.70	38.00	N30°20'29"E	42.99
C46	248°53'59"	269.34	62.00	N59°39'31"W	102.25
C47	93°33'28"	16.33	10.00	S42°40'13"W	14.57
C48	90°00'00"	15.71	10.00	N45°53'03"W	14.14
C49	13°37'10"	46.71	196.50	N6°15'32"E	46.60
C50	117°14'21"	180.07	88.00	N45°53'03"W	150.26
C51	13°37'10"	46.71	196.50	S82°38'22"W	46.60
C52	90°00'00"	31.42	20.00	S45°33'03"E	28.28
C53	90°00'00"	15.71	10.00	S44°26'57"W	14.14
C54	90°00'00"	15.71	10.00	N45°33'03"W	14.14
C55	90°00'00"	15.71	10.00	S44°26'57"W	14.14
C56	86°26'32"	15.09	10.00	N47°19'47"W	13.70
C57	16°44'08"	198.62	680.00	N12°28'35"W	197.92
C58	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C59	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C60	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C61	83°13'27"	29.05	20.00	N42°09'46"W	26.56
C62	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C63	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C64	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C65	83°13'27"	29.05	20.00	N42°09'46"W	26.56
C66	96°00'41"	33.51	20.00	N47°27'18"E	29.73
C67	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C68	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C69	83°48'49"	29.26	20.00	S42°27'27"E	26.72
C70	93°18'44"	32.57	20.00	S46°06'19"W	29.09
C71	86°41'16"	30.26	20.00	S43°53'41"E	27.46
C72	5°47'13"	19.85	196.50	S2°44'45"W	19.84
C73	7°49'57"	26.86	196.50	N9°33'20"E	26.84
C74	18°19'13"	28.14	88.00	N47°18'42"E	28.02
C75	35°48'36"	55.00	88.00	S22°45'12"E	54.11

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C76	35°48'36"	55.00	88.00	S58°33'47"E	54.11
C77	27°17'57"	41.93	88.00	N89°52'56"E	41.53
C78	3°48'41"	13.07	196.50	N78°08'18"E	13.07
C79	9°48'30"	33.64	196.50	N84°56'53"E	33.60
C80	9°20'26"	49.72	305.00	N85°10'55"E	49.67
C81	10°19'55"	55.00	305.00	N75°20'44"E	54.93
C82	10°19'55"	55.00	305.00	N65°00'49"E	54.93
C83	3°40'39"	19.58	305.00	N58°00'32"E	19.57
C84	1°33'19"	8.28	305.00	S55°23'33"W	8.28
C85	10°19'55"	55.00	305.00	N49°26'56"E	54.93
C86	10°19'55"	55.00	305.00	N39°07'00"E	54.93
C87	10°19'55"	55.00	305.00	N28°47'05"E	54.93
C88	10°19'55"	55.00	305.00	N18°27'10"E	54.93
C89	10°19'55"	55.00	305.00	N8°07'14"E	54.93
C90	10°19'55"	55.00	305.00	N2°12'41"W	54.93
C91	9°51'10"	52.45	305.00	N12°18'13"W	52.38
C92	8°07'22"	38.28	270.00	N13°10'07"W	38.25
C93	16°59'52"	80.10	270.00	N0°36'30"W	79.81
C94	8°21'18"	35.73	245.00	S80°39'10"W	35.69
C95	5°01'19"	21.47	245.00	S87°20'29"W	21.47
C96	8°01'24"	42.71	305.00	N85°50'26"E	42.68
C97	5°21'13"	28.50	305.00	N79°09'08"E	28.49
C98	6°59'53"	29.92	245.00	S13°43'52"E	29.91
C99	27°38'22"	118.19	245.00	S3°35'15"W	117.04
C100	28°57'47"	123.85	245.00	S31°53'20"W	122.53
C101	9°47'59"	41.90	245.00	S51°16'13"W	41.85
C102	4°51'13"	25.84	305.00	N43°57'30"W	25.83
C103	8°27'13"	45.00	305.00	N50°36'43"W	44.96
C104	8°27'13"	45.00	305.00	N59°03'56"W	44.96
C105	8°27'13"	45.00	305.00	N67°31'08"W	44.96
C106	8°27'13"	45.00	305.00	N75°58'21"W	44.96
C107	1°36'09"	8.53	305.00	N81°00'01"W	8.53
C108	8°20'46"	44.43	305.00	N85°58'29"W	44.39
C109	18°13'00"	77.90	245.00	S81°02'22"E	77.57
C110	24°32'50"	104.97	245.00	S59°39'27"E	104.16
C111	5°51'08"	25.02	245.00	S44°27'28"E	25.01
C112	14°22'07"	61.44	245.00	S63°21'16"W	61.28
C113	19°18'49"	82.59	245.00	S80°11'44"W	82.20
C114	33°46'26"	247.57	420.00	S12°40'37"E	244.01
C115	0°34'08"	4.17	420.00	N3°55'32"E	4.17
C116	10°32'42"	77.30	420.00	N1°37'53"W	77.19
C117	7°33'28"	55.40	420.00	N10°40'58"W	55.36
C118	7°30'34"	55.05	420.00	N18°12'59"W	55.01
C119	7°35'34"	55.66	420.00	N25°46'03"W	55.62
C120	38°38'12"	391.11	580.00	N15°06'30"W	383.75
C121	7°31'28"	76.17	580.00	S30°39'52"E	76.12
C122	5°13'24"	52.88	580.00	S24°17'25"E	52.86
C123	5°11'22"	52.53	580.00	S19°05'02"E	52.52
C124	5°15'54"	53.30	580.00	S13°51'24"E	53.28
C125	6°27'32"	65.38	580.00	S7°59'41"E	65.35
C126	6°27'02"	65.30	580.00	S1°32'24"E	65.26
C127	2°31'28"	25.56	580.00	S2°56'52"W	25.55
C128	4°29'59"	48.69	620.00	N18°35'40"W	48.68
C129	6°10'44"	66.86	620.00	N13°15'18"W	66.83
C130	6°03'25"	65.54	620.00	N7°08'14"W	65.51
C131	54°54'02"	36.41	38.00	N23°20'30"E	35.03
C132	13°59'57"	9.28	38.00	N57°47'30"E	9.26
C133	62°13'34"	67.34	62.00	N33°40'41"E	64.07
C134	55°08'27"	59.67	62.00	N25°00'19"W	57.39
C135	41°35'08"	45.00	62.00	N73°22'07"W	44.02
C136	41°35'08"	45.00	62.00	S65°02'45"W	44.02
C137	46°13'18"	50.02	62.00	S21°08'32"W	48.67
C138	2°08'24"	2.32	62.00	S3°02'19"E	2.32
C139	12°20'22"	42.32	196.50	N5°37'08"E	42.24
C140	1°16'49"	4.39	196.50	N12°25'43"E	4.39
C141	38°26'45"	59.05	88.00	N6°09'15"W	57.95
C142	32°00'17"	49.16	88.00	N41°22'46"W	48.52
C143	25°31'10"	39.20	88.00	S88°35'22"W	38.87
C144	21°16'09"	32.67	88.00	N68°00'59"W	32.48
C145	0°04'08"	0.82	680.00	N4°08'35"W	0.82
C146	4°38'03"	55.00	680.00	N6°29'41"W	54.99
C147	4°38'03"	55.00	680.00	N11°07'44"W	54.99
C148	4°38'03"	55.00	680.00	N15°45'47"W	54.99
C149	2°45'51"	32.81	680.00	N19°27'44"W	32.80
C150	2°05'33"	89.84	2460.00	S70°47'15"W	89.83

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C151	5°57'02"	255.48	2460.00	S74°48'32"W	255.37
C152	2°03'14"	88.18	2460.00	S78°48'40"W	88.18
C153	56°32'14"	414.44	420.00	N27°58'23"W	397.83
C154	87°27'57"	450.34	295.00	N44°01'42"E	407.87
C155	13°06'33"	52.62	230.00	N45°29'10"E	52.51
C156	87°27'57"	694.59	455.00	S44°01'42"W	629.08
C157	92°27'57"	40.35	25.00	N46°31'42"E	36.11
C158	25°24'15"	210.61	475.00	S77°26'45"E	208.89
C159	46°06'02"	382.19	475.00	S87°47'38"E	371.96
C161	15°13'25"	664.26	2500.00	N76°46'03"E	662.31
C162	90°00'00"	78.54	50.00	N45°08'52"W	70.71
C163	33°40'56"	161.66	275.00	S73°00'40"W	159.34
C164	73°24'01"	352.30	275.00	S19°28'12"W	328.69
C165	25°07'14"	131.53	300.00	S4°40'11"E	130.48
C166	13°22'36"	64.20	275.00	S83°09'50"W	64.06
C167	48°36'58"	233.34	275.00	S65°50'23"E	226.40
C168	16°44'08"	189.86	650.00	S12°28'35"E	189.19
C169	90°00'00"	78.54	50.00	S45°33'03"E	70.71
C170	26°40'40"	195.56	420.00	N42°54'10"W	193.80
C171	56°32'14"	572.32	580.00	N27°58'23"W	549.38
C172	21°48'54"	220.83	580.00	N45°20'03"W	219.50
C173	29°06'30"	26.42	52.00	S7°06'01"W	26.13
C174	22°16'59"	10.89	28.00	S10°30'46"W	10.82
C175	28°48'14"	14.08	28.00	S7°15'09"W	13.93
C176	22°16'59"	20.22	52.00	S10°30'46"W	20.10

LAND USE SUMMARY						
THE GRANARY FILING ONE						
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE	% OF TOTAL
A	44,518	1.022	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
B	379,604	8.715	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE, HILLSBOROUGH DITCH	
C	31,627	0.726	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE	
E	130,503	2.996	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DETENTION AND DRAINAGE EASEMENT, OPEN SPACE	
F	852,694	19.575	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE, HILLSBOROUGH DITCH	
G	54,318	1.247	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
H	40,433	0.928	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
I	8,068.4	0.185	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
J	4,254	0.098	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
K	4,231	0.097	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
L	3,484	0.080	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
OUTLOTS TOTAL	1,617,186	37.125				23.85%
TRACTS						
A	1,966,640	45.148	METRO DISTRICT	METRO DISTRICT	FUTURE DEVELOPMENT	
B	1,309,927	30.072	METRO DISTRICT	METRO DISTRICT	FUTURE DEVELOPMENT	
TOTAL	3,276,567	75.220				48.31%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
ROAD	AREA (SF)	AREA ACRES				
ROADWAY RIGHT OF WAY	911,800	20.932				13.44%
SINGLE FAMILY LOTS						
LOTS	AREA (SF)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	976,295	22.413	145			14.40%
	TOTAL AREA	155.690	TOTAL PERCENTAGE			100.00%

LAND USE SUMMARY					
THE GRANARY FILING ONE – PARK SPACE					
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE
TOTAL (NOT INCLUDING FUTURE TRACT)	3,505,289	80.470			
PERCENTAGE OF PARK SPACE	1.81%				
THE GRANARY FILING ONE – OPEN SPACE					
OUTLOT A–L	1,617,186	37.125			
TOTAL (NOT INCLUDING FUTURE TRACT)	3,505,289	80.470			
PERCENTAGE OF OPEN SPACE	46%				

Item #8.

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

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THE GRANARY FILING ONE
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

	Date	Issue / Description	Init.
1	10/15/2021	TOWN COMMENTS	AN
2	12/22/2021	TOWN COMMENTS	AN
3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

Owner/Applicant

Hartford Acquisitions
4801 Goodman Rd
Timnath, CO 80547
970.614.4219

Planner

Russell + Mills Studios
506 S College Ave, Unit A
Fort Collins, CO 80524
970.484.8855

Civil Engineer

Galloway
5265 Ronald Reagan Blvd.
Suite 210
Johnstown, CO 80534
970.800.3300

Traffic Engineer

Rollins Consult, LLC
PO Box 1164
Fort Collins, Co 80522
970.213.2393

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.

GENERAL NOTES

1. A metro district shall be established to provide for common area maintenance and financing of the public improvements.
2. The site does not contain any known endangered species.
3. No archaeological or historic areas have been identified on the site.
4. No floodplains, wetlands, or geologic hazards have been identified or mapped on the site.

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS, ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

LAND SUMMARY

Existing zoning: PUD-R

LAND USE SUMMARY						
THE GRANARY FILING ONE						
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE	% OF TOTAL
A	44,518	1.022	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
B	379,604	8.715	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE, HILLSBOROUGH DITCH	
C	31,627	0.726	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE	
E	130,503	2.996	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DETENTION AND DRAINAGE EASEMENT, OPEN SPACE	
F	989,834	22.723	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE, HILLSBOROUGH DITCH	
G	40,210	0.923	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
H	43,603	1.001	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
I	24,707	0.567	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
J	7,424	0.170	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
K	8,068	0.185	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
L	4,254	0.098	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
M	4,231	0.097	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
N	3,484	0.080	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
OUTLOTS	1,775,519	40.760				26.18%
TRACT						
A	1,966,640	45.148	METRO DISTRICT	METRO DISTRICT	FUTURE DEVELOPMENT	29.00%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
ROAD	AREA (SF)	AREA ACRES				
ROADWAY RIGHT OF WAY	1,211,820	27.820				17.87%
SINGLE FAMILY LOTS						
LOTS	AREA (SF)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	1,827,869	41.962	287			26.95%
	TOTAL AREA	155.690	TOTAL PERCENTAGE			100.00%

SHEET INDEX

G001 - Cover
G002 - Design Guidelines

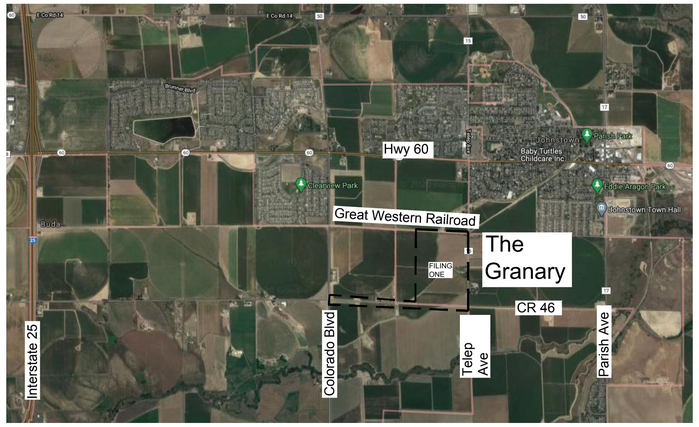
LS100 - Lot and Street Typicals
LS101 - Site Plan
LS102 - Site Plan
LS103 - Site Plan
LS104 - Site Plan
LS105 - Site Plan
LS106 - Site Plan
LS107 - Site Plan
LS401 - Site Enlargement Plan - East Park
LS501 - Site Details

LP100 - Landscape Schedule and Notes
LP101 - Landscape Plan
LP102 - Landscape Plan
LP103 - Landscape Plan
LP104 - Landscape Plan
LP105 - Landscape Plan
LP106 - Landscape Plan
LP401 - Landscape Enlargement Plan - East Park
LP402 - Landscape Enlargement Plan - Entrances
LP501 - Landscape Details

OS100 - Open Space Plan

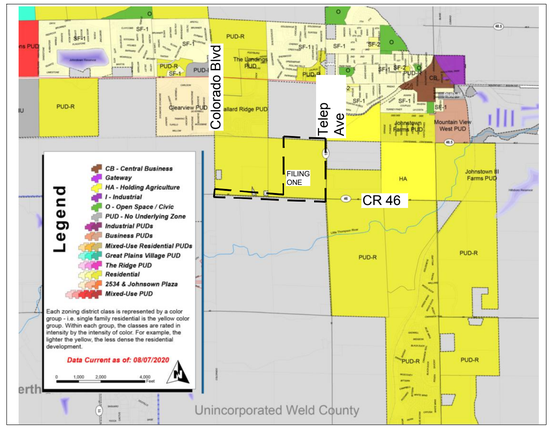
FP101 - Fencing Plan
FP102 - Fencing Plan
FP501 - Fencing Details

A200 - Building Elevations - Christie Farmhouse
A201 - Building Elevations - Christie Farmhouse
A202 - Building Elevations - Christie Craftsman
A203 - Building Elevations - Christie Craftsman
A204 - Building Elevations - Fitzgerald Farmhouse
A205 - Building Elevations - Fitzgerald Farmhouse
A206 - Building Elevations - Fitzgerald Craftsman
A207 - Building Elevations - Fitzgerald Craftsman
A208 - Building Elevations - Hemingway Farmhouse
A209 - Building Elevations - Hemingway Farmhouse
A210 - Building Elevations - Hemingway Craftsman
A211 - Building Elevations - Hemingway Craftsman
A212 - Building Elevations - Rowling Farmhouse
A213 - Building Elevations - Rowling Farmhouse
A214 - Building Elevations - Rowling Craftsman
A215 - Building Elevations - Rowling Craftsman
A216 - Building Elevations - Twain Farmhouse
A217 - Building Elevations - Twain Farmhouse
A218 - Building Elevations - Twain Craftsman
A219 - Building Elevations - Twain Craftsman



Vicinity Map

NORTH



Zoning Map: Existing Zone District PUD-R

NORTH

APPROVALS

TOWN COUNCIL
THIS PLAT, TO BE KNOWN AS THE GRANARY, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ , PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF_____, _____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

HILLSBOROUGH DITCH COMPANY
THIS FINAL PLAT PLAN TO BE KNOWN AS THE GRANARY, WAS APPROVED BY ACTION OF THE HILLSBOROUGH DITCH COMPANY ON THE _____ DAY OF _____, _____.

THE GRANARY
Johnstown, Colorado

NOT FOR CONSTRUCTION

REV.	COMMENT	DATE

FDP
FILING ONE
and
FILING TWO

Date: 02.07.2022
Drawn By: SL
Checked By: CR

Sheet Name
COVER

Sheet
G001

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

DESIGN GUIDELINES

PART 1 - INTRODUCTION

1.1 STATEMENT OF INTENT

The Granary Filing One is a community in the Town of Johnstown located west of Telep Avenue and between the Great Western Railroad and Roosevelt Parkway. Filing One

BUILDING DESIGN STANDARDS

1. Detached Single family lots:
   a. A minimum of 5 home floorplans/styles shall be available within the development. No one floorplan/style may comprise more than 35% of all homes. These can be modified to meet the below requirements.
   b. Similar house elevations shall not be placed within three (3) lots on either side or across the street per Town of Johnstown Design Statndards.
   c. Adjacent elevations shall have at least two distinguishing characteristics. These may include differences in exterior materials, changes in roof lines, and garage placement / orientation.
   d. Model homes shall be allowed within the PUD in the discretion of the developer; however, the architectural provisions of this PUD shall apply equally to all such model homes. Developer shall be allowed early model home(s) provided there is initial acceptance of subdivision improvements in the area of the model homes that will allow access to and of operation of said home(s). A maximum of one(1) of each model will be permitted.
   e. Sheds less than 120 SF shall be allowed on single-family lots.
   f. Minor cosmetic changes such as different paint color, reversing or creating mirror images of the exterior architectural elevations, shutters, decorative brackets, or using different brick or stone color shall not meet the intent of defining a different elevation.
2. Materials:
   a. Acceptable materials include vinyl, cementitious hardboard siding and shingles, stained cedar shingles, painted wood siding, and stucco. Brick and stone (including faux stone) are encouraged but not required.
   b. Siding patterns may include clapboard, shiplap, drop siding, tongue-and-groove (vertical or horizontal), board & batten, and shingle coursing.
   c. Exposed foundations exceeding eight-inch height on the front elevation are not permitted.
3. Building orientation: The primary pedestrian entry and windows shall face a street.
4. Front porches: Homes shall include a covered front porch associated with the entry, or other suitable covered architectural feature to accentuate the entry to the home.
5. Roofs: The maximum length of a continuous street facing roof ridge is 40 feet, unless the roof is punctuated by dormers or intersections with perpendicular roof systems.
6. Garages:
   a. The dwelling units on a block face shall have recessed garages that are a minimum of 4 feet behind either the living area of the home or the front of a covered porch.
   b. Three-car garages, if proposed, shall be:
      i. Third garage shall be recessed by at least two feet from the two-car garage plane; or,
      ii. Separated by a two-foot width masonry column from the two-car garage.
      iii. Tandem configuration

PARKS AND OPEN SPACE

A large portion of the PUD will be open space with a natural character and trail system for more passive recreation. The existing ditch and detention pond areas will be maintained as open space with trails along them. These areas also will provide a natural/native plant palette that will enhance views and areas of use. Three neighborhood parks will be located centrally within the full build out of the development. A playground with play areas for both 2-5 and 5-12 years, shelter, picnic tables, and turf areas will support active recreation needs within the full build out of the development. 30% open space and 10% park space is required for the project site, per Town code.

LANDSCAPE STANDARDS

The design intent for the THE GRANARY PUD is to create a planned community that celebrates the surrounding plains ecosystem. Water conservation through appropriate landscaping techniques and plant species selection will be emphasized for the project.

Entry Point Treatment

Entry points into the THE GRANARY PUD from the east, south and west will be emphasized with more dense landscape areas that create a visual backdrop and entry point definition. Architectural elements such as monument signage, large rock displays etc will be utilized to further define these points of access.

Open Space / Buffer Yard Treatment

Landscape edges along arterial streets will contain a native seed mix with forbes and native perennials. Clusters of drought resistant shrubs (i.e. rabbitbrush, sages, mormon tea, etc) will create a diverse understory with deciduous and evergreen trees (i.e. hackberry, sand cherry, oaks alders, spruce, pine, etc) creating visual interest that is rooted in the context of the upland ecosystem.

Modified Residential Collector Street Treatment

Tree lawns with shade/canopy trees at 40' o.c. shall be located along modified residential collector streets. Trees shall be a minimum 40' from all street lights. Tree lawns shall be drought tolerant species of bluegrass and fescue species.

Single-Family Residential Lot Treatment

Individual lot landscaping will be provided by each homeowner, or the builder at the builder's discretion. Design shall be in accordance with the covenants of the community. One(1) tree per lot shall be required in the front yard, two(2) trees shall be required in the front yard of corner lots, one(1) within the front yard and one(1) in the the side yard facing public R.O.W. A minimum of 30% of each single-family lot shall consist of drip irrigated shrub beds with low to medium water use plants.

Park Treatment

The park playground and activity node areas shall contain irrigated turf areas for field recreation and structured activity uses. Remaining areas shall be landscaped with shrub beds that contain native/drought resistant species. Large shade/canopy trees will be located around areas of congregation to provide shade and structure to the spaces.

Detention Pond Treatment

Native seed mix with species appropriate for more moist conditions shall be utilized within detention and water channel areas. No irrigated turf lawn shall be permitted within these areas. Shrubs and trees along the edges shall be utilized at source points to filter and clean run off water. Forbays shall be created to contain sediment and create easy maintenance of these structures.

IRRIGATION

The site will utilize irrigation through the native seed open areas for a three(3) year establishment period, depending on significant droughts. All native seed areas will have irrigation with the exception of the bottoms of the detention ponds. All trees in within native seed areas will be on a separate drip zone. Turf areas along collector street tree lawns and in park areas will have spray/rotor irrigation. All formal shrub beds within the parks will be provided with drip irrigation. Single-family lots will provide permanent irrigation for both front and rear yards.

SETBACKS

Front Yard	15' Habitable Living Area / 20' to Garage
Side Yard	5' to interior lot line / 15' to R.O.W.
Rear Yard	15'

SETBACK ENCROACHMENTS

Porches may extend into setback area up to 3'
Window wells may extend into setback area up to 3'
Roof overhangs may extend into setback area up to 3'

MAXIMUM BUILDING HEIGHT

The maximum building height is 35 feet (midpoint of highest ridge and eave).

PORCHES

Minimum porch depth to be 6'
Minimum porch area to be 48 SF

FENCING

Fencing shall be located as per Fence Type Location Diagram. Three fencing types shall be provided as per details.
Side yard Fencing shall terminate a minimum of 5' behind front elevation of house.

SIGNAGE

A monument sign identifying the final development name shall be located at all four major development entrances. Materials and character of signage shall reflect the overall theme and character of the development. All lighting shall meet Town of Johnstown standards.

STORAGE

Boats, campers, and trailer vehicles shall only be permitted to be stored within completely closed structures or within areas specifically designated for such storage, provided such areas are behind building setback lines.

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Johnstown, Colorado

HARTFORD HOMES

russell + mills

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Sheet Name

DESIGN GUIDELINES

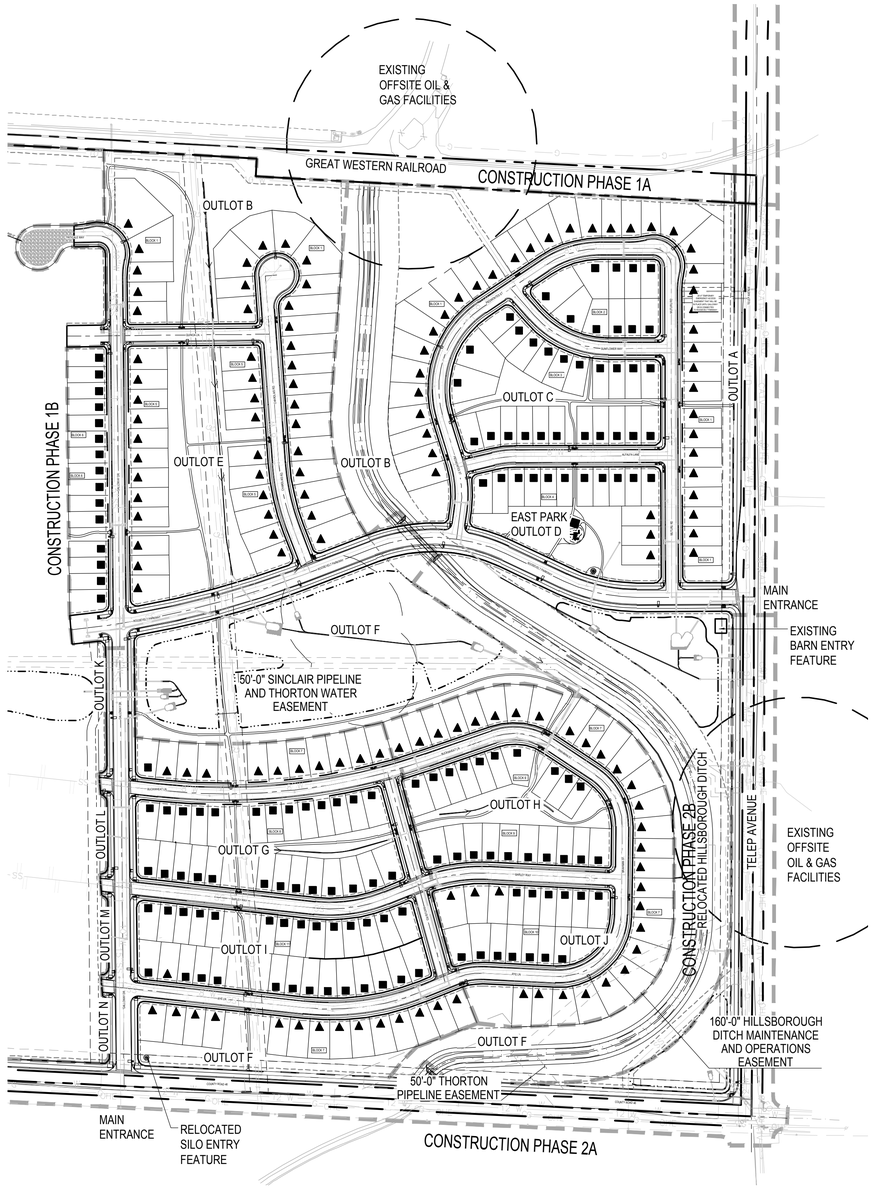
Sheet

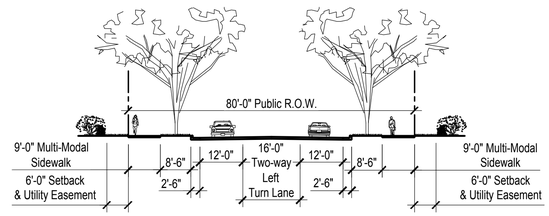
G002

THE GRANARY FILING ONE and FILING TWO

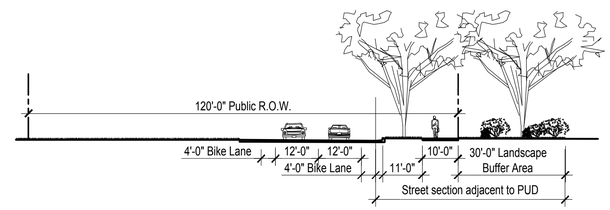
FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



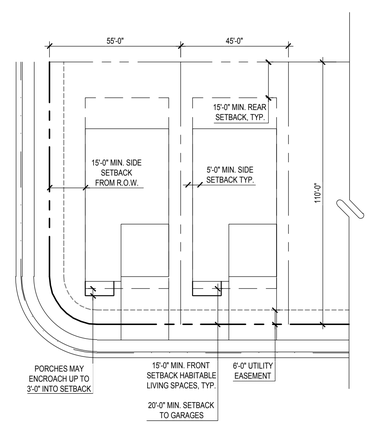


Modified Major Residential Collector



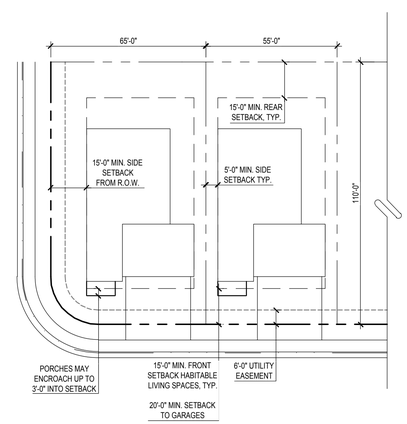
Major Arterial - Interim

Notes:
1. Left and right turn lanes at intersection and accesses as required per Traffic Impact Study.
2. On-street bike lanes.
3. Utilities should be located under the road or sidewalk, where possible.
4. Ultimate Major Arterial Road cross section will be built as determined by Traffic Impact Study and Town of Johnstown.



45' Single-Family Detached Lot Layout

Notes:
1. Refer to Plat for final utility locations.
2. 45' width lots will not have basements.
3. 45' lots will have two car garage option only.



55' Single-Family Detached Lot Layout

Notes:
1. Refer to Plat for final utility locations.
2. 55' width lots will have basement option.
3. 55' lots will have two or three car garage option.

HOUSING TYPE PLAN

LOT TYPE PLAN LEGEND:

- ■ 45' SINGLE-FAMILY DETACHED LOT
- ▲ 55' SINGLE-FAMILY DETACHED LOT
- PHASING LINE

200' 0 200' 400' NORTH

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LOT AND STREET TYPICALS

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LS100

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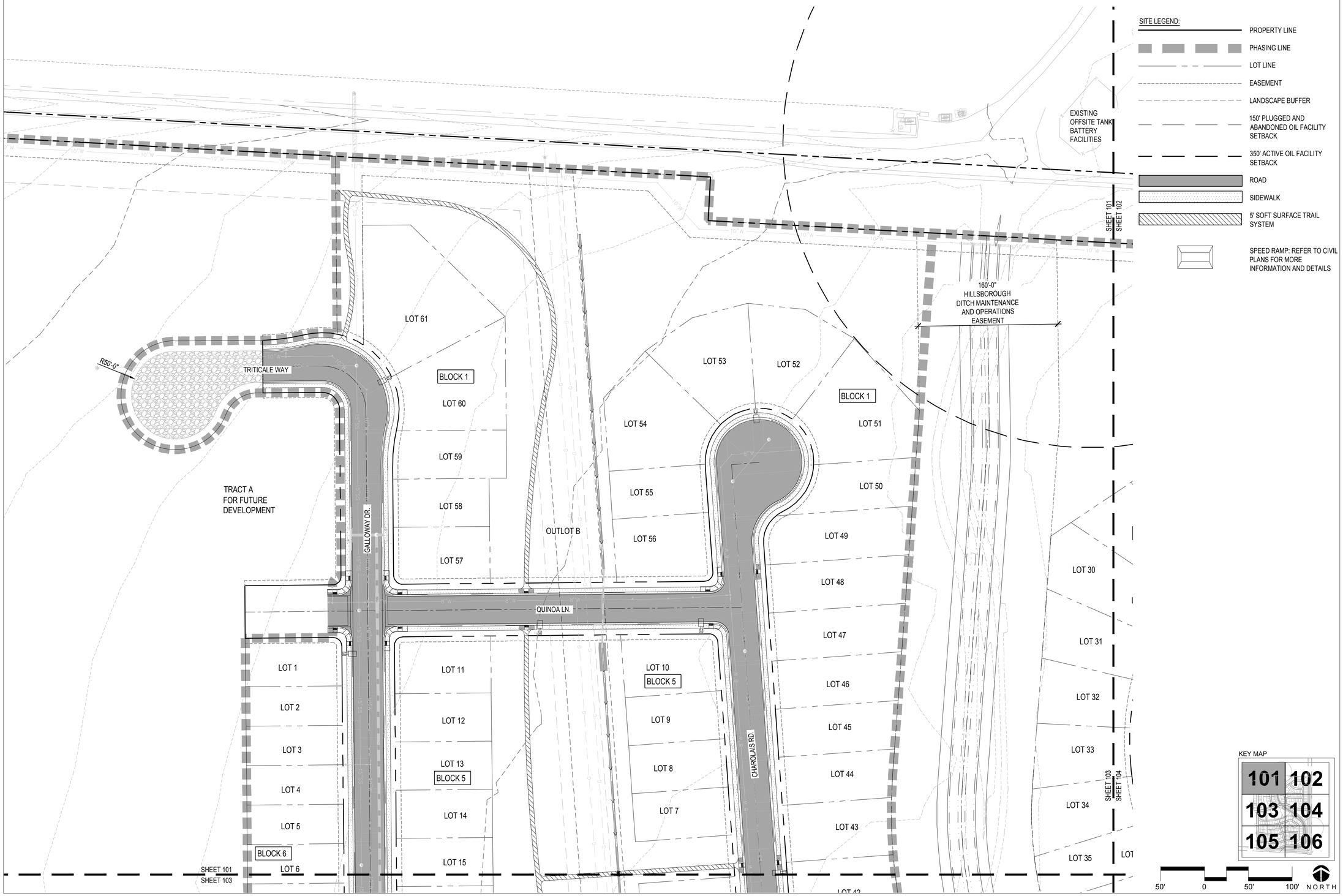
FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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SITE PLAN

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LS101

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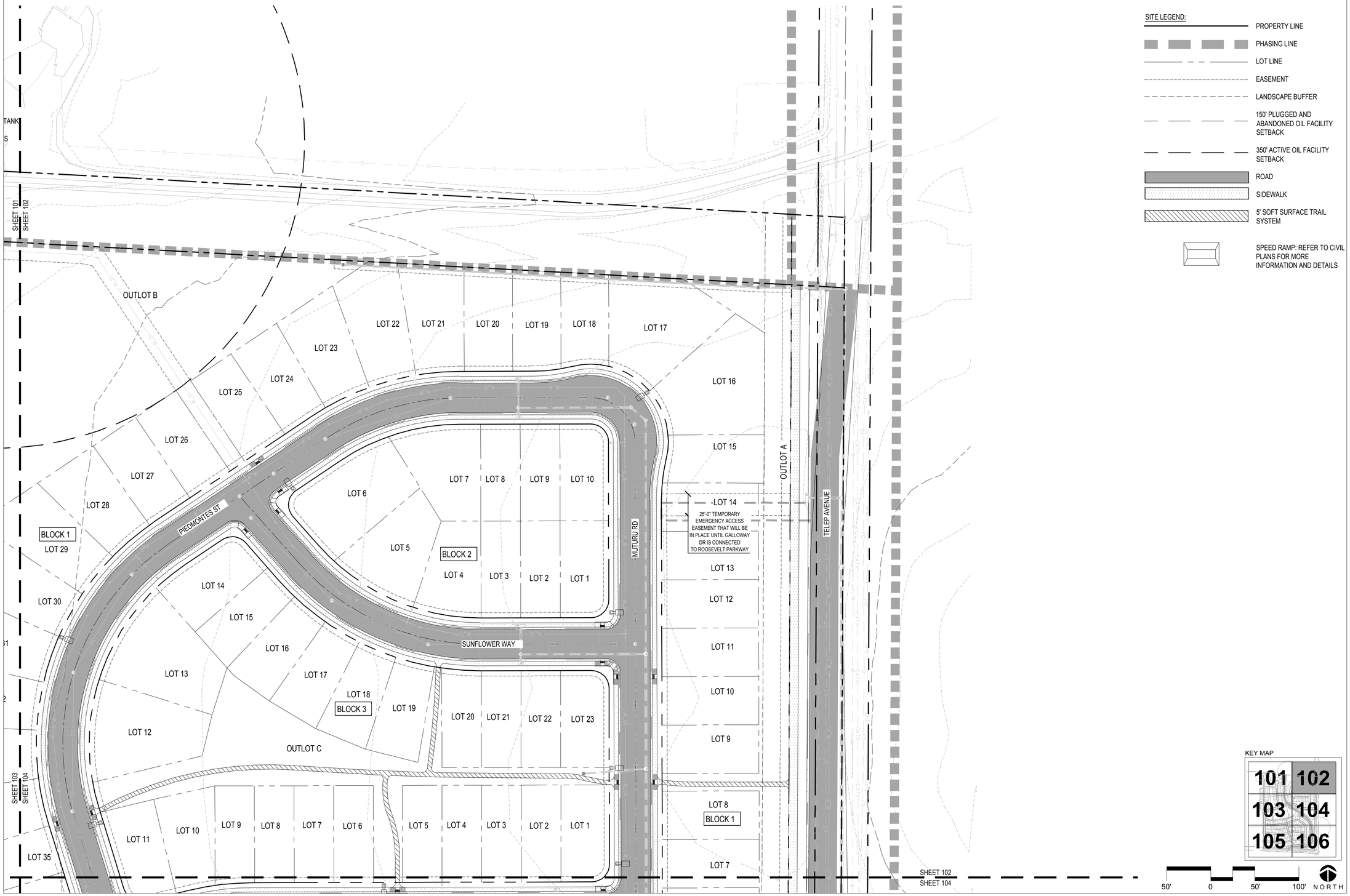
FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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SITE PLAN

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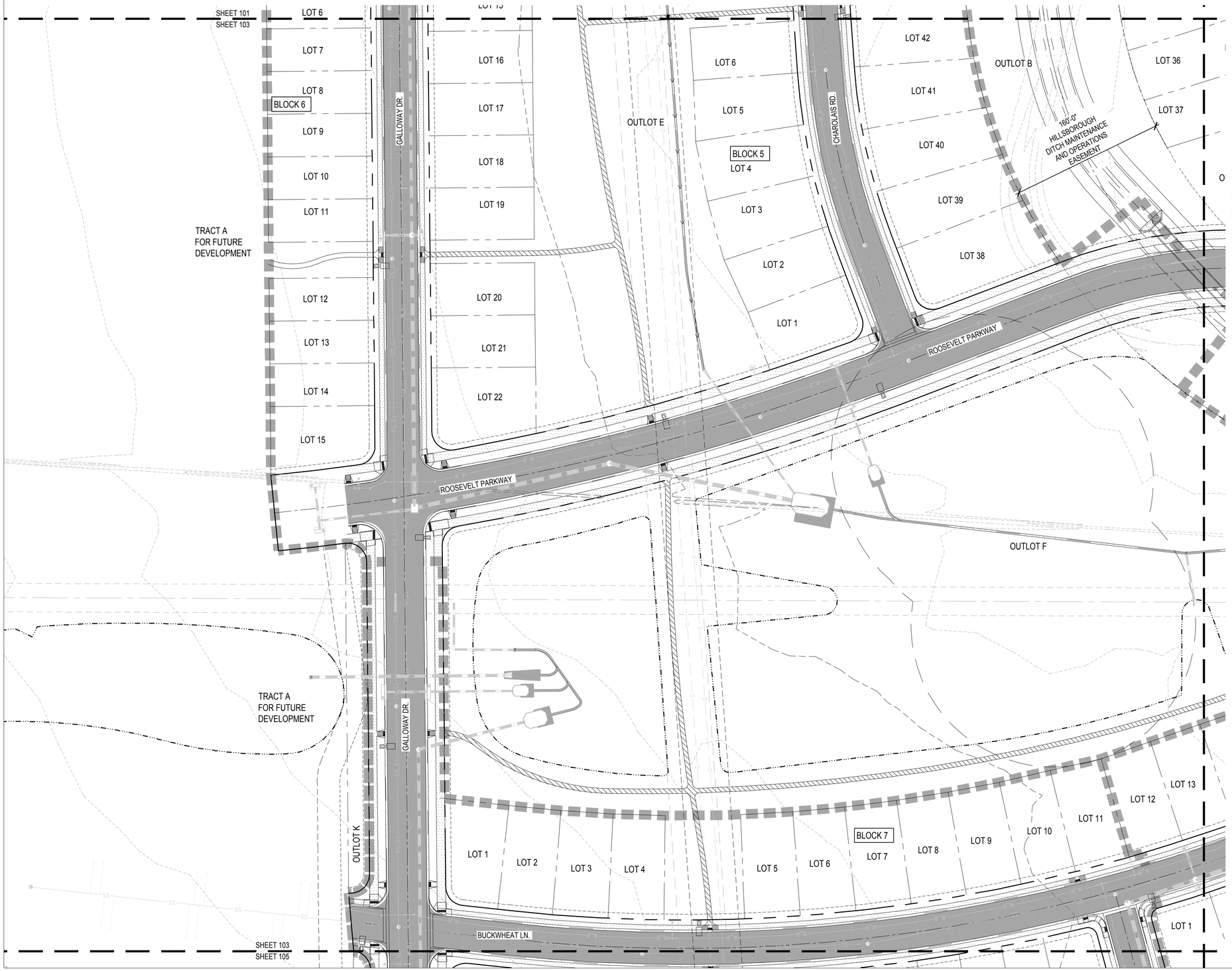
LS102

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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Sheet Name

SITE PLAN

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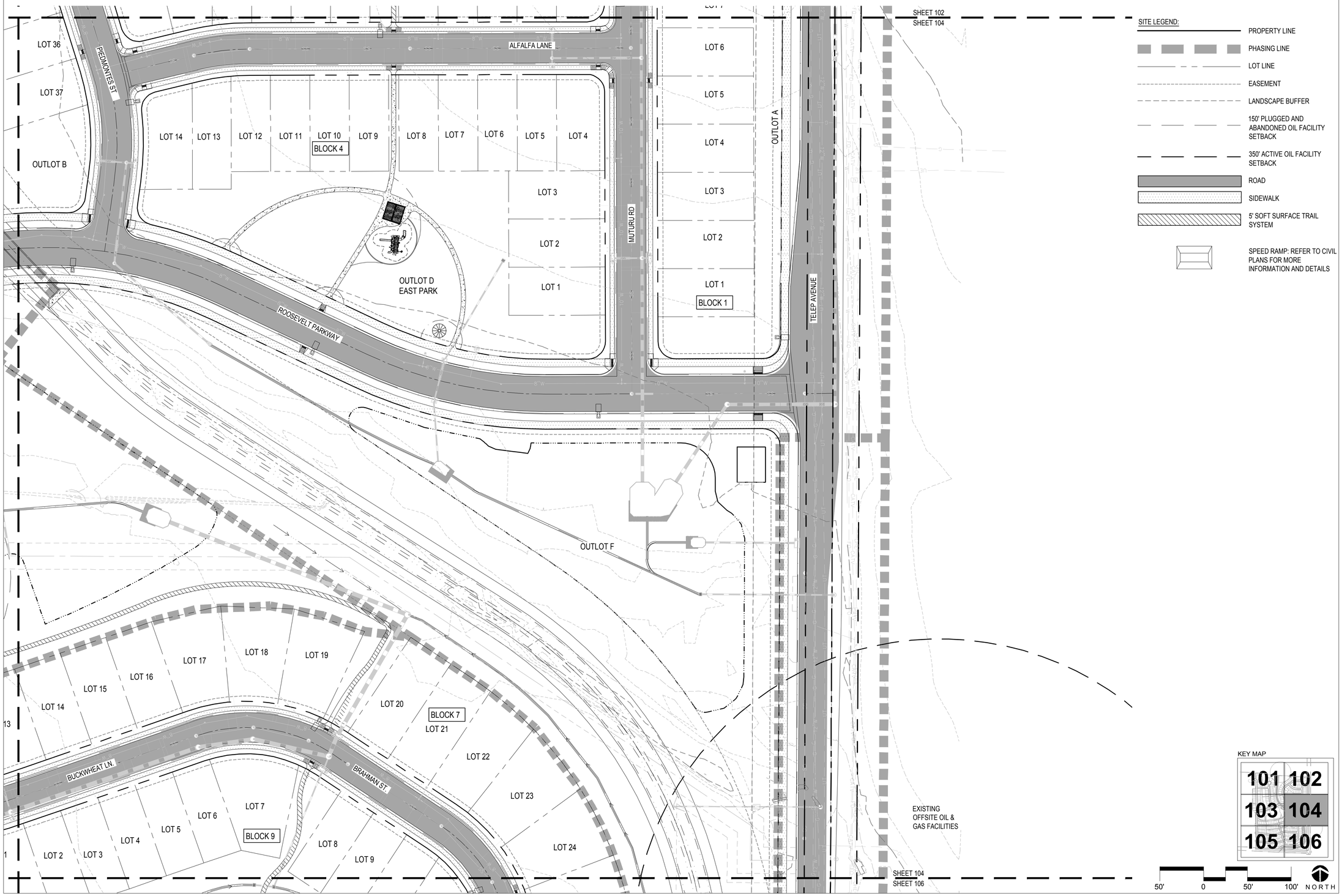
LS103

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



SITE LEGEND:

- PROPERTY LINE
- PHASING LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

KEY MAP

101	102
103	104
105	106

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SITE PLAN

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LS104

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

SITE LEGEND:

- PROPERTY LINE
- PHASING LINE
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- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

KEY MAP

101	102
103	104
105	106

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SITE PLAN

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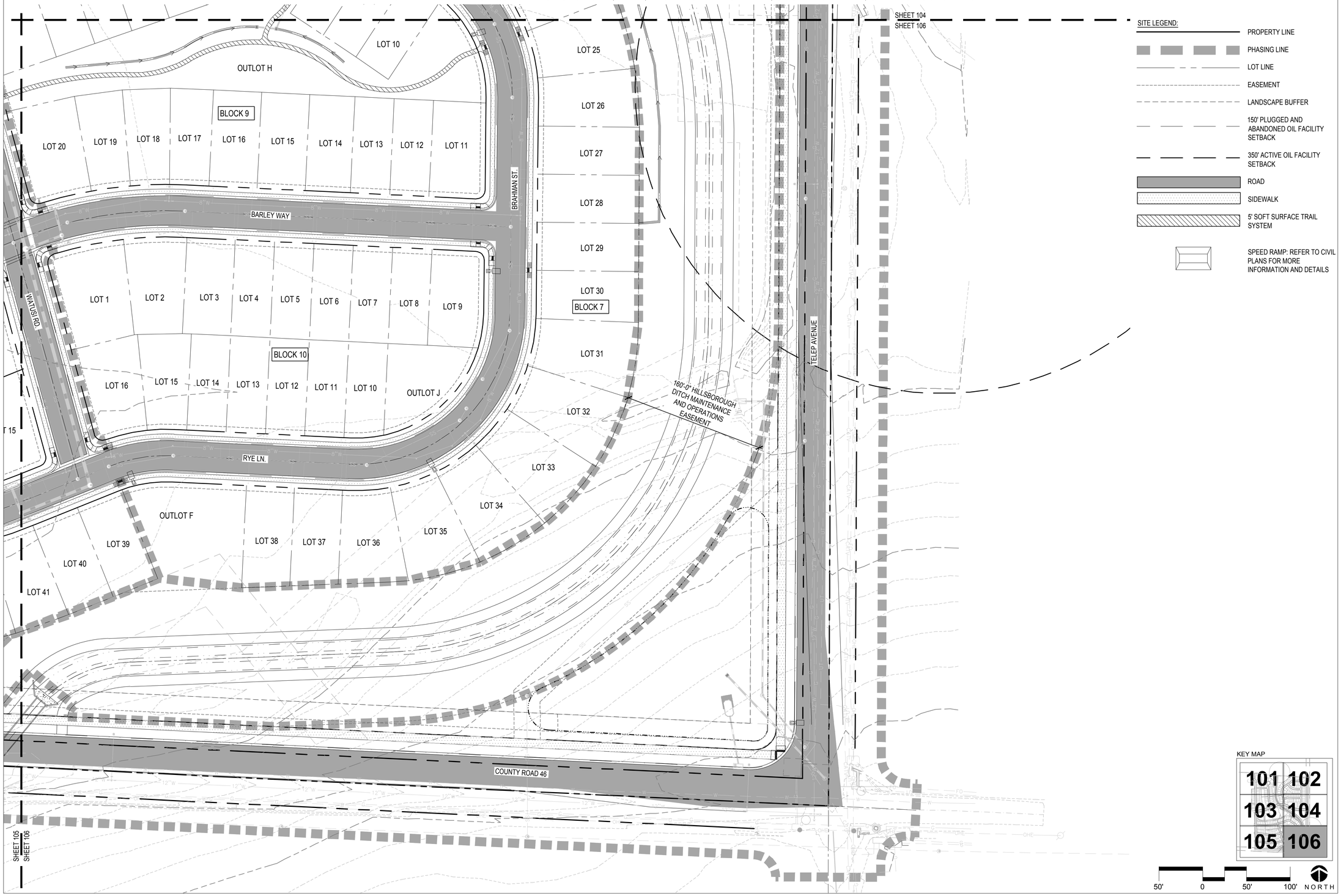
THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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SITE PLAN

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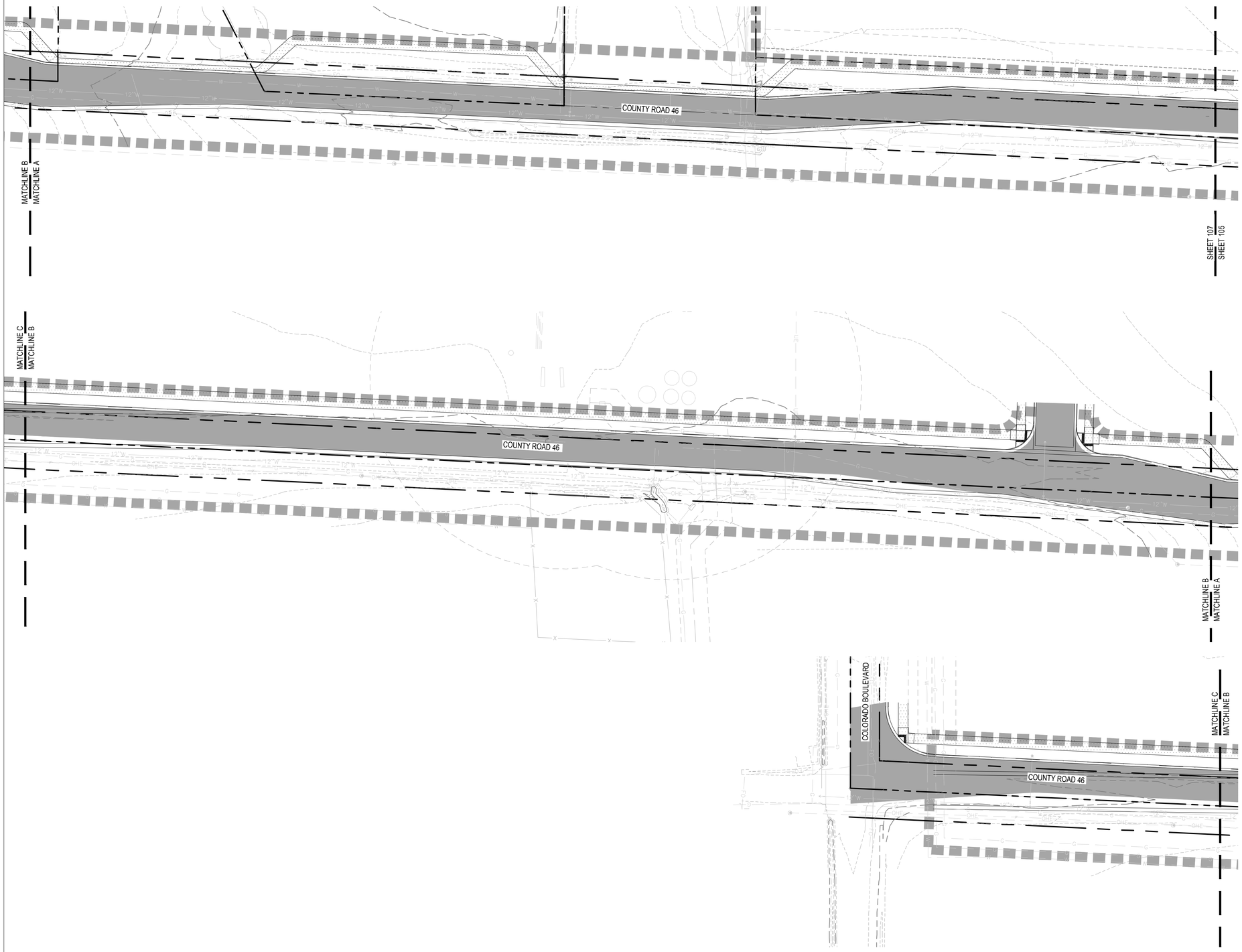
LS106

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



SITE LEGEND:

- PROPERTY LINE
- PHASING LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

KEY MAP

	101	102
	103	104
107	105	106

50' 0 50' 100' NORTH

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SITE PLAN

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LS107

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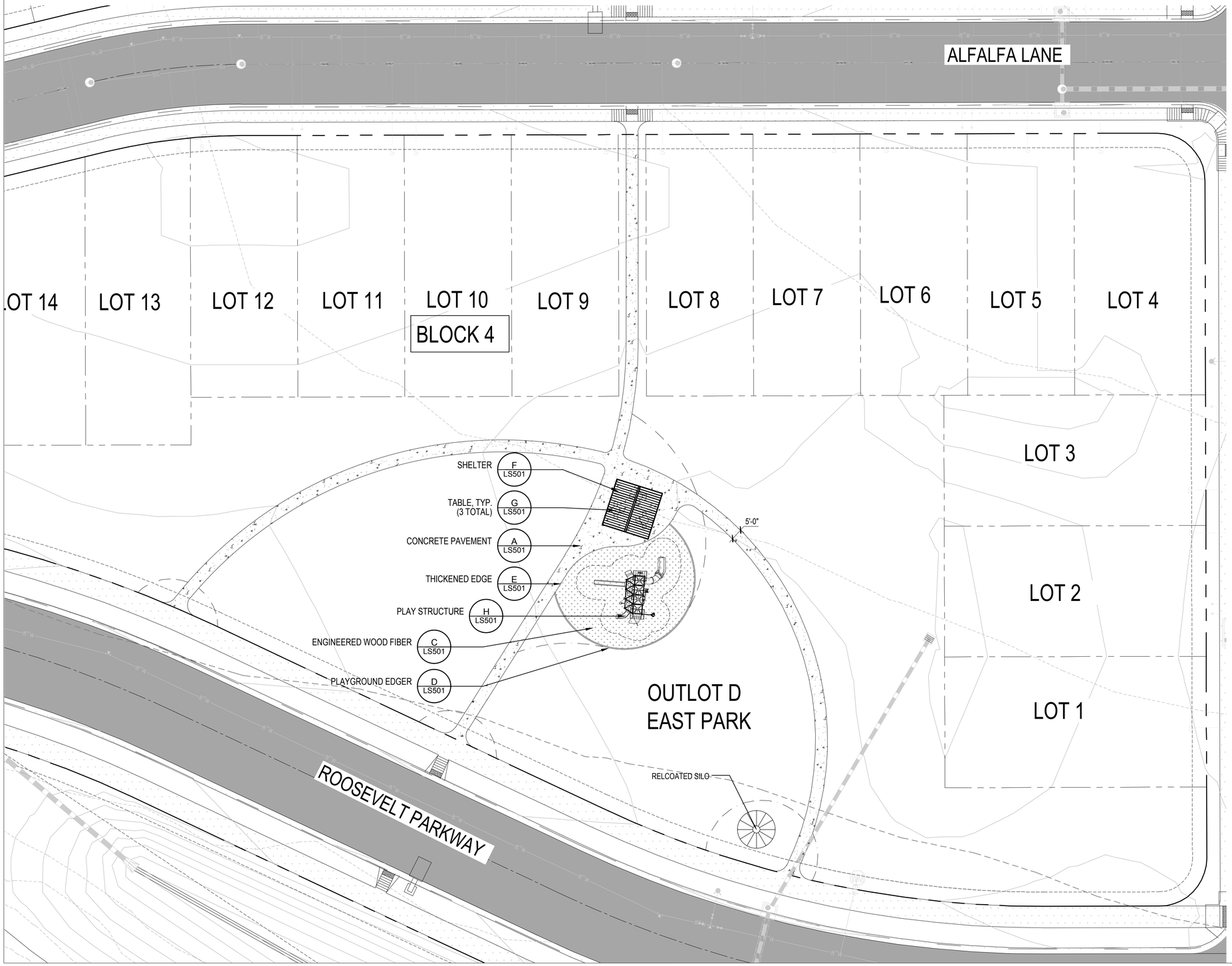
FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



SITE LEGEND:

- PROPERTY LINE
- PHASING LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH

KEY MAP

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SITE ENLARGEMENT PLAN - EAST PARK

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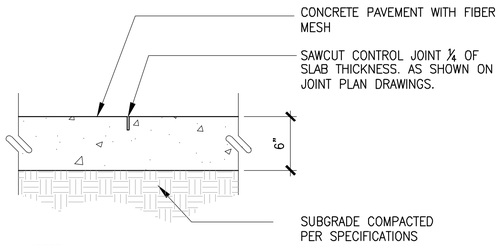
FINAL DEVELOPMENT PLAN

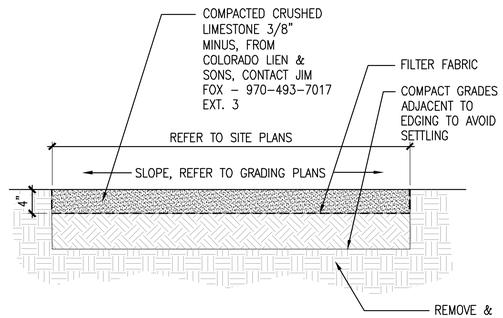
PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



NOTES:
1. EXPANSION JOINTS PLACED PER JOINT PLAN, BUT NO LESS THAN 100' O.C.
2. CONTROL JOINT PLACED PER JOINT PLAN, MAXIMUM SPACING 10'.
3. CONCRETE TO HAVE FINE BROOM FINISH PERPENDICULAR TO CENTERLINE OF PAVING.
4. FINISHED GRADE OF LANDSCAPE AREA TO BE 1" BELOW FINISH GRADE OF CONCRETE (TYPICAL BOTH SIDES).

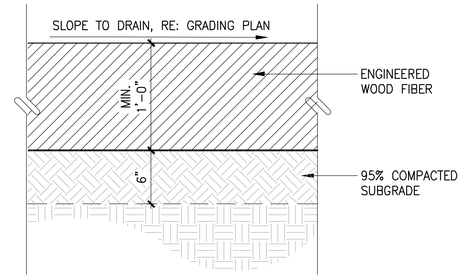
A CONCRETE PAVEMENT

SCALE: N.T.S. DT-PVMT-CONC



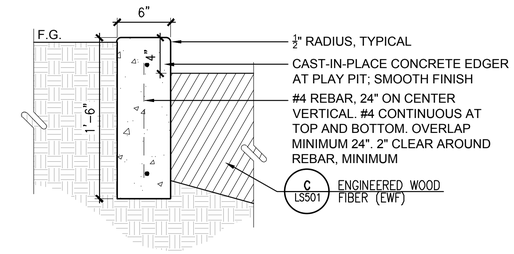
B SOFT SURFACE TRAIL

SCALE: 1"=1'-0" DT-PVMT-CRSH-LIME-STON



C ENGINEERED WOOD FIBER

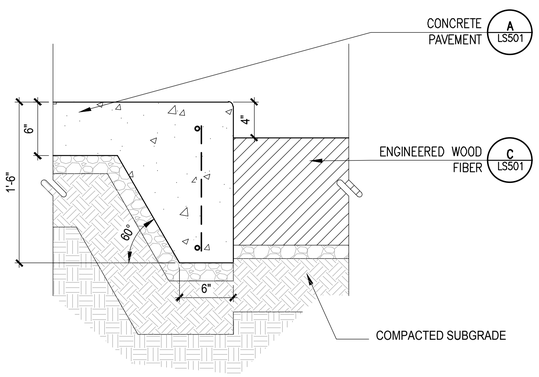
SCALE: 1 1/2" = 1'-0" DT-PVMT-ENG-WOOD-FIBER



NOTES:
JOINT SPACING AT EDGER:
1. SAW CUT CONTROL JOINTS EQUALLY SPACED AT 8' MINIMUM, 10' MAXIMUM AND CONTINUE DOWN ENTIRE FACE OF EDGER
2. EXPANSION JOINTS EQUALLY SPACED AT 80' MINIMUM, 100' MAXIMUM
3. REFER TO SPECIFICATIONS FOR ALL MATERIALS CALLED OUT IN DETAIL

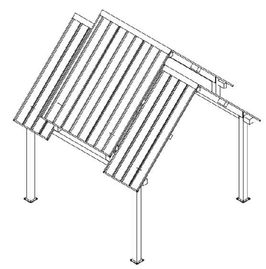
D PLAYGROUND EDGER

SCALE: 1 1/2" = 1'-0" DT-CURB-PLAY



E THICKENED EDGE

SCALE: 1 1/2" = 1'-0" DT-PVMT-CONC-THCK-EDGE



COMPANY: ICON
MODEL: GP20M–P12
SIZE: 20' X 20'
MOUNT: EMBED
ROOF TYPE: STANDING SEAM
ROOF COLOR: TBD
FRAME COLOR: TBD
FRAME FINISH: POWDER COAT
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

F SHELTER

SCALE: NTS DT-FURN-SHEL

COMPANY: MAGLIN
MODEL: 1100 CLUSTER SEATING, BACKLESS SEATS
MOUNT: SURFACE
MATERIAL: METAL
COLOR: TITANIUM
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

G TABLE

SCALE: NTS DT-FURN-TABL

COMPANY: LITTLE TYKES COMMERCIAL (CUSTOM PIECE)
AGE RANGE: EQUIPMENT FOR 5–12 YEAR OLD
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

H PLAY STRUCTURE

SCALE: NTS DT-FURN-PLAY-STRUC-EAST

NOTES:
1. SILOS TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE SILOS SHALL BE PERMITTED.

I SILO ENTRY SIGN

SCALE: NTS DT-FURN-SIGN-ENTR-1-3

POWDERCOATED STEEL LETTERS
FONT: ALHAMBRA
HEIGHT: 24"
BACK LIGHT LETTERS

NOTES:
1. BARN TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE BARN SHALL BE PERMITTED.

J TELEP AVENUE ENTRANCE BARN

SCALE: NTS DT-FURN-SIGN-ENTR-4

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SITE DETAILS

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THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

LANDSCAPE SCHEDULE

QUANTITY	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD
DECIDUOUS TREES						
23		CATALPA SPECIOSA	NORTHERN CATALPA	2" CAL./B&B	50-60'	30-40'
16		CELTIS OCCINDENTALIS	HACKBERRY	2" CAL./B&B	40-60'	40-60'
7		GINKGO BILOBA	GINKGO	2" CAL./B&B	25-50'	25-35'
24		GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEYLOCUST	2" CAL./B&B	40-50'	35-45'
33		GYMNOCLADUS DIOICA 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	2" CAL./B&B	50-60'	30-35'
11		POPULUS ANGUSTIFOLIA	NARROWLEAF COTTONWOOD	2" CAL./B&B	50'	20-30'
22		POPULUS SARGENTII	PLAINS COTTONWOOD	2" CAL./B&B		
28		QUERCUS SHUMARDII	SHUMARD OAK	2" CAL./B&B	40-60'	40-60'
25		QUERCUS MACROCARPA	BUR OAK	2" CAL./B&B	50-60'	35-45'
13		QUERCUS MUEHLENBERGII	CHINKAPIN OAK	2" CAL./B&B	40-50'	40-50'
8		TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2" CAL./B&B	40-60'	25-30'
12		ULMUS 'ACCOLADE'	ACCOLADE ELM	2" CAL./B&B	65-75'	60-70'
20		ULMUS DAVIDIANA VAR. JAPONICA 'DISCOVERY'	DISCOVERY ELM	2" CAL./B&B	30-40'	30-40'
42		ULMUS 'MORTON SELECT'	MORTON SELECT ELM	2" CAL./B&B		
ORNAMENTAL TREES						
15		ACER GRANDIDENTATUM 'ROCKY MOUNTAIN GLOW'	ROCKY MOUNTAIN BIGTOOTH GLOW MAPLE	1.5" CAL.	20-25'	12-15'
12		ACER TATARICUM 'HOT WINGS'	HOT WINGS TATARIAN MAPLE	1.5" CAL.	15-20'	12-15'
2		CRATAEGUS CRUSGALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	1.5" CAL.	15-20'	15-20'
23		MALUS X 'SPRING SNOW'	SPRING SNOW CRABAPPLE	1.5" CAL.	20-25'	20'

QTY	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD
EVERGREEN TREES						
32		PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HT.	80-100'	25-30'
34		PINUS EDULIS	PINYON PINE	6' HT.	12-20'	12-15'
22		PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S LIMBER PINE	6' HT.	20-25'	10-15'
42		PINUS NIGRA	AUSTRIAN PINE	6' HT.	50-60'	20-40'
DECIDUOUS SHRUBS						
65		CHRYSOTHAMNUS NAUSEOSUS 'GRAVEOLENS'	TALL GREEN RABBITBRUSH	5 GAL.	4-6'	6'
122		CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE DOGWOOD	5 GAL.	3-4'	3-4'
7		PHYSOCARPUS MONOGYNUS	MOUNTAIN NINEBARK	5 GAL.	3-4'	3-4'
14		RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL.	2-3'	6-8'
46		RHUS TRILOBATA	AUTUMN AMBER SUMAC	5 GAL.	10-14"	6-8'
35		SAMBUCUS PUBENS	RED FRUITED ELDERBERRY	5 GAL.	10-15'	6-8'
28		VIBURNUM LENTAGO	NANNYBERRY	5 GAL.	12-16'	8-12'
ORNAMENTAL GRASSES						
29		BOUTELOUA GRACILIS 'BLOND AMBITION'	BLOND AMBITION BLUE GRAMA	1 GAL.	20-24"	20-24"
31		CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	1 GAL.	3-4'	3'
71		HESPEROSTIPA NEOMEXICANA	NEW MEXICO FEATHERGRASS	1 GAL.	2-3'	2-3'
56		NASSELLA TENUISSIMA	MEXICAN FEATHERGRASS	1 GAL.	18-24"	18-24"

DETENTION BASIN SEED MIX
(Drill rate: 6-7 lbs / 1,000 SF)

COMMON NAME	SCIENTIFIC NAME	Percentage
Western wheatgrass	Pascopyrum smithii	51.93%
Smooth brome	Bromus inermis	38.79%
Alkaligrass	Puccinellia	4.69%

UPLAND SEED MIX
(Drill rate: 6-7 lbs / 1,000 SF)

COMMON NAME	SCIENTIFIC NAME	Percentage
Ephraim Crested Wheatgrass	Agropyron cristatum	30%
Perennial Ryegrass	Lolium perenne	25%
Sheep Fescue	Festuca ovina	15%
Upland Bluegrass. Drayler	Poa pratensis	15%

LANDSCAPE STANDARDS

THE DESIGN INTENT FOR THE GRAINARY PUD IS TO CREATE A PLANNED COMMUNITY THAT CELEBRATES THE SURROUNDING PLAINS ECOSYSTEM. WATER CONSERVATION THROUGH APPROPRIATE LANDSCAPING TECHNIQUES AND PLANT SPECIES SELECTION WILL BE EMPHASIZED FOR THE PROJECT.

SINGLE-FAMILY RESIDENTIAL LOT TREATMENT

INDIVIDUAL LOT LANDSCAPING WILL BE PROVIDED BY EACH HOMEOWNER, OR THE BUILDER AT THE BUILDER'S DISCRETION. DESIGN SHALL BE IN ACCORDANCE WITH THE COVENANTS OF THE COMMUNITY. ONE(1) TREE PER LOT SHALL BE REQUIRED IN THE FRONT YARD, TWO(2) TREES SHALL BE REQUIRED IN THE FRONT YARD OF CORNER LOTS, ONE(1) WITHIN THE FRONT YARD AND ONE(1) IN THE THE SIDE YARD FACING PUBLIC R.O.W. A MINIMUM OF 30% OF EACH SINGLE-FAMILY LOT SHALL CONSIST OF DRIP IRRIGATED SHRUB BEDS WITH LOW TO MEDIUM WATER USE PLANTS.

GENERAL LANDSCAPE NOTES:

1. ALL LANDSCAPING AND PLANTS TO BE LOCATED NOT TO INTERFERE WITH EXISTING OR PROPOSED UTILITIES CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
2. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
3. PLANT QUANTITIES SHOWN FOR INFORMATION PURPOSES ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES.
4. ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT.
5. PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT.
6. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE, IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
7. SOIL AMENDMENT:
   SOD AREAS - 4 C.Y. PER 1,000 S.F. OF COMPOST TILLED INTO 4" OF EXISTING SOIL. APPLY DIAMONIUM PHOSPHATE (18-46-0) AT ONE HUNDRED (100) POUNDS NITROGEN PER ACRE.
   SHRUB AND PLANTING BEDS - 4" OF COMPOST TILLED INTO 6" OF EXISTING SOIL.

   ACCEPTABLE PRODUCT: CLASS I COMPOST. COMPOSTED MATERIAL SHALL CONSIST OF AGED ORGANIC MATTER, FREE OF WEED OR OTHER NOXIOUS PLANT SEEDS, LUMPS, STONES, OR OTHER FOREIGN CONTAMINANTS HARMFUL TO PLANT LIFE, AND HAVING THE FOLLOWING CHARACTERISTICS BASED ON A NUTRIENT TEST PERFORMED NO LONGER THAN 3 MONTHS PRIOR TO ITS INCORPORATION INTO THE PROJECT:
   A. ORGANIC MATTER: 25% MINIMUM.
   B. SALT CONTENT: 5.0 MMHOS/CM MAXIMUM
   C. PH: 7.5 MAXIMUM.
   D. CARBON TO NITROGEN RATIO OF 10:1 TO 20:1
8. SOD TO BE REPLACED OVER ALL TRENCHED IRRIGATION LINES.
9. INSTALL 4" OF ORGANIC WOOD MULCH IN EXISTING PLANTING BEDS AND TREE PLANTING PITS THAT HAVE BEEN DISTURBED OR ENLARGED. MULCH TO MATCH EXISTING.
10. ALL DAMAGED OR DEAD PLANT MATERIAL TO BE REPLACED WITHIN WARRANTY PERIOD. CONTRACTOR TO PROVIDE WATER THROUGHOUT CONSTRUCTION PERIOD.
11. NO TREES OR SHRUBS ARE TO BE PLANTED WITHIN THE HILLSBOROUGH DITCH EASEMENT.
12. ALL PLANTINGS, OTHER THAN SOD/NATIVE GRASSES, MUST PROVIDE MINIMUM CLEARANCE OF THREE (3) AROUND ANY FIRE HYDRANT, WHEN PLANTING IS AT FULL MATURITY.
13. NO PLANTS (TREES/SHRUBS) OVER 24" IN HEIGHT SHALL BE PLANTED WITHIN SIGHT TRIANGLES.
14. NO TREES OR LARGE SHRUBS (OVER 10' MATURE HEIGHT) SHALL BE PLANTED WITHIN 10' (TREES) / 5' (LARGE SHRUBS) OF ANY WATER, STORM OR SANITARY SEWER LINES.

THE GRANARY
Johnstown, Colorado

HARTFORD HOMES

russell + mills

NOT FOR CONSTRUCTION

REV.	COMMENT	DATE

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and
FILING TWO

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Drawn By: SL

Checked By: CR

Sheet Name
LANDSCAPE SCHEDULE AND NOTES

Sheet
LP100

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

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Sheet Name

LANDSCAPE PLAN

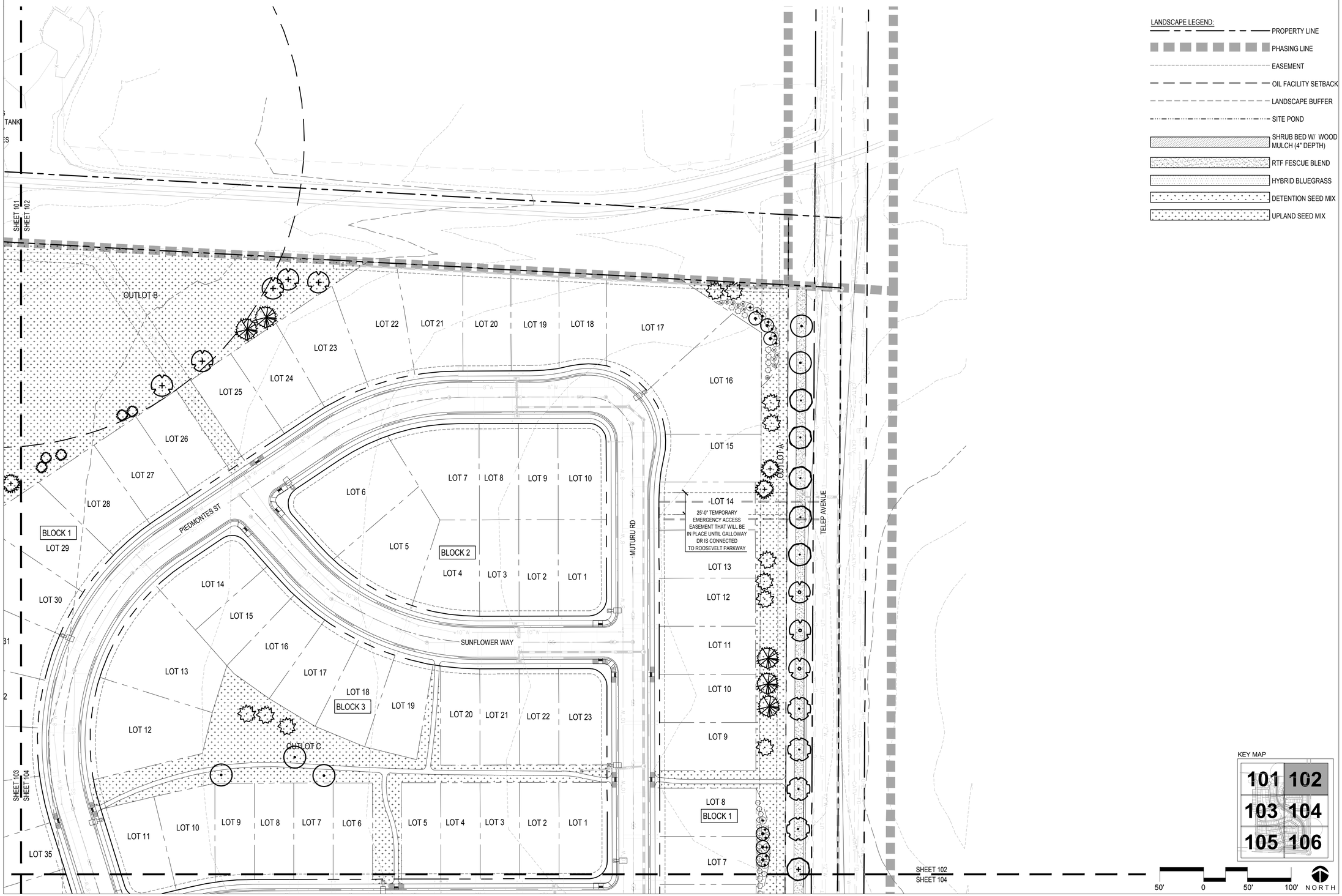
Sheet

LP101

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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LANDSCAPE PLAN

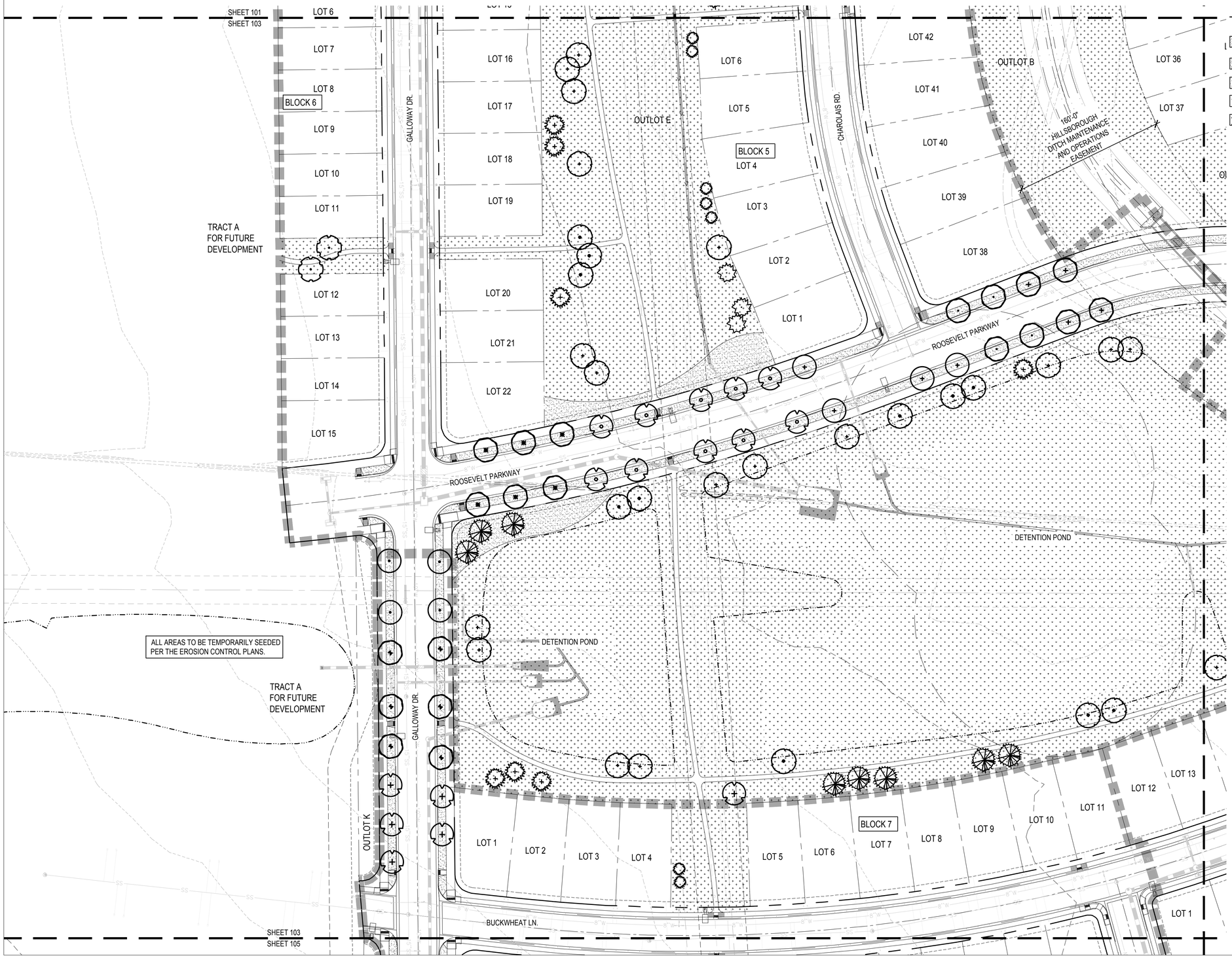
Sheet

LP102

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



LANDSCAPE LEGEND:

- PROPERTY LINE
- PHASING LINE
- EASEMENT
- OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SITE POND
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX

KEY MAP

101	102
103	104
105	106

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Johnstown, Colorado

HARTFORD HOMES

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FILING TWO

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Sheet Name

LANDSCAPE PLAN

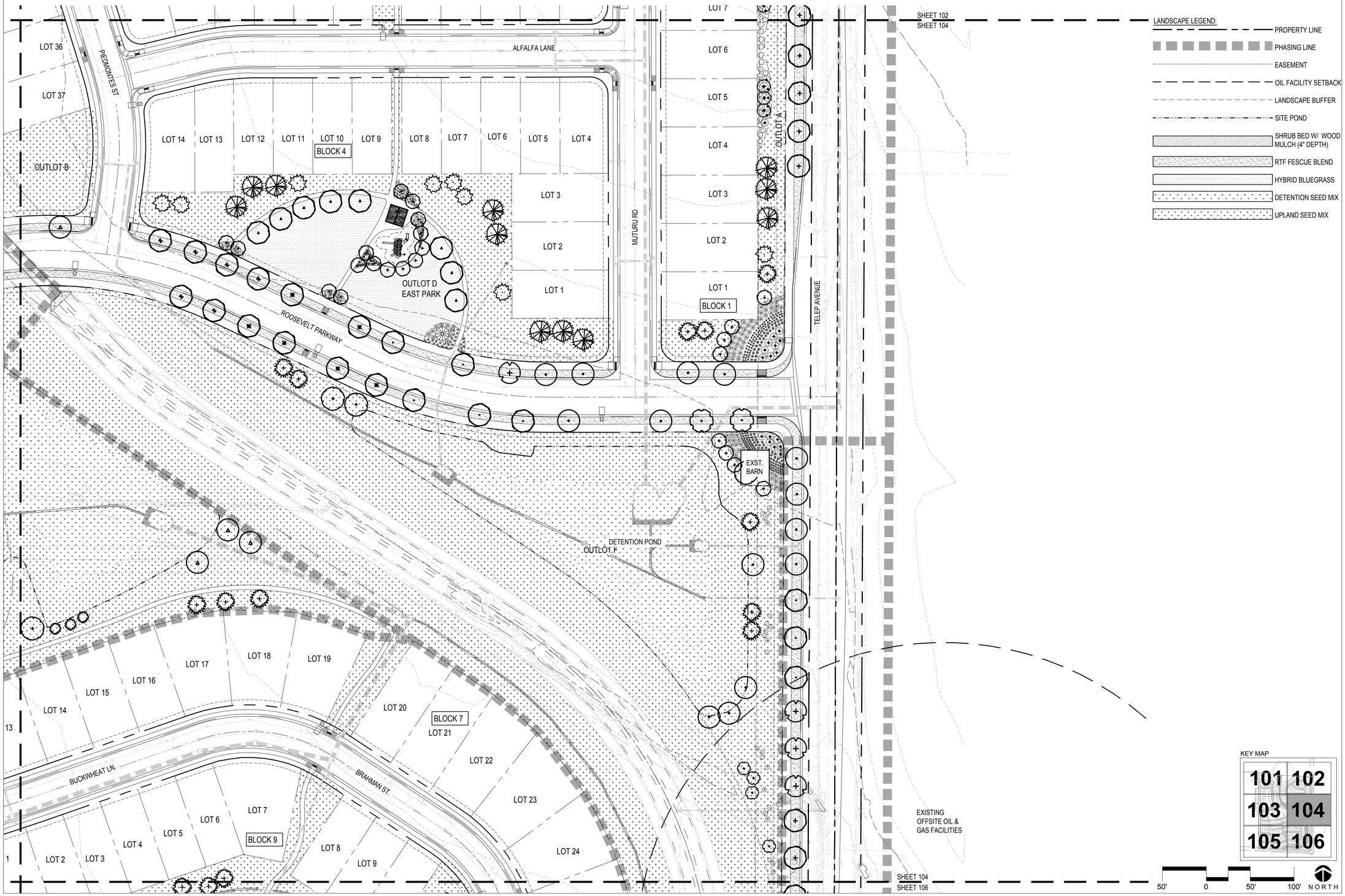
Sheet

LP103

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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Sheet Name

LANDSCAPE PLAN

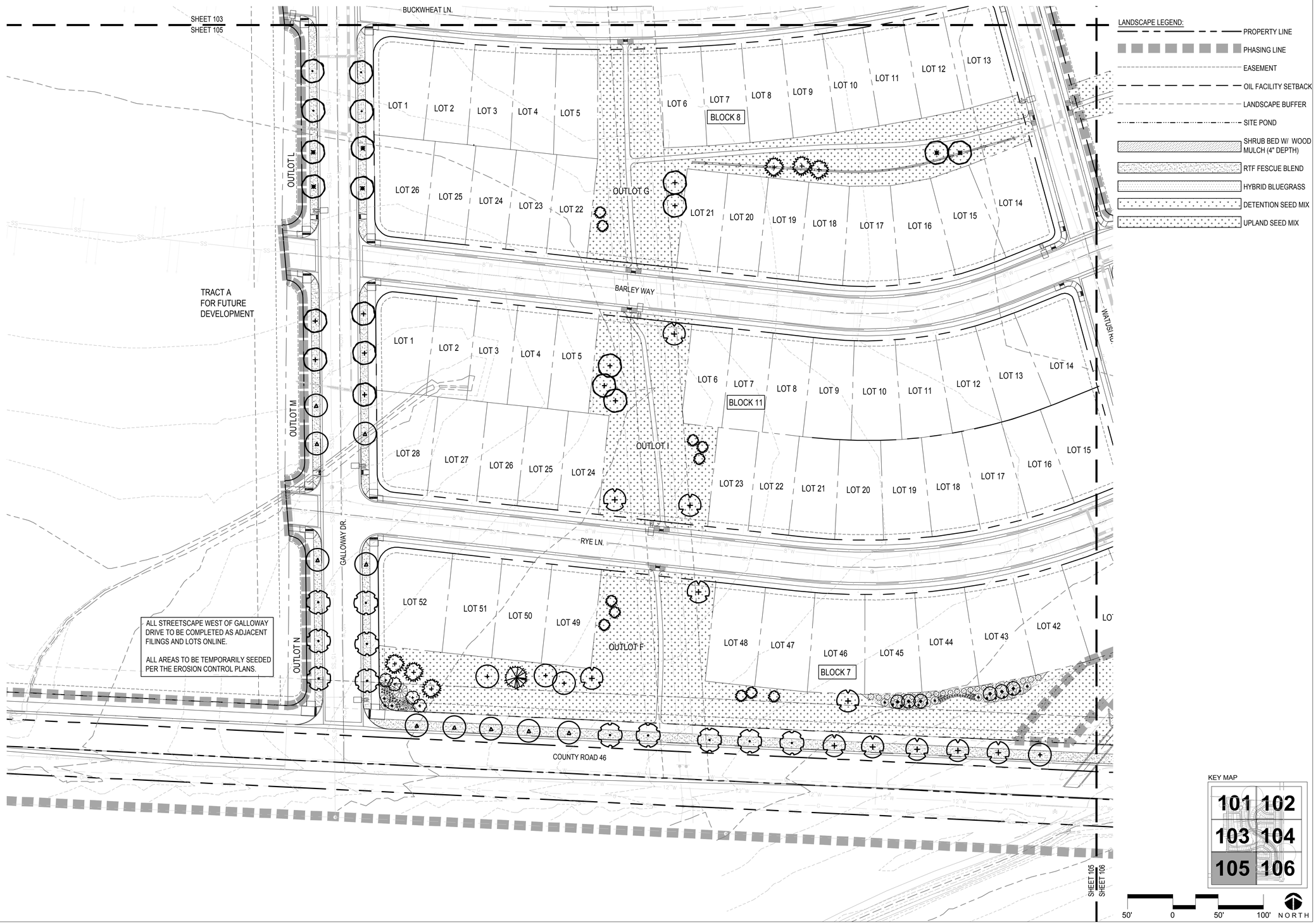
Sheet

LP104

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



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Sheet Name

LANDSCAPE PLAN

Sheet

LP105

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

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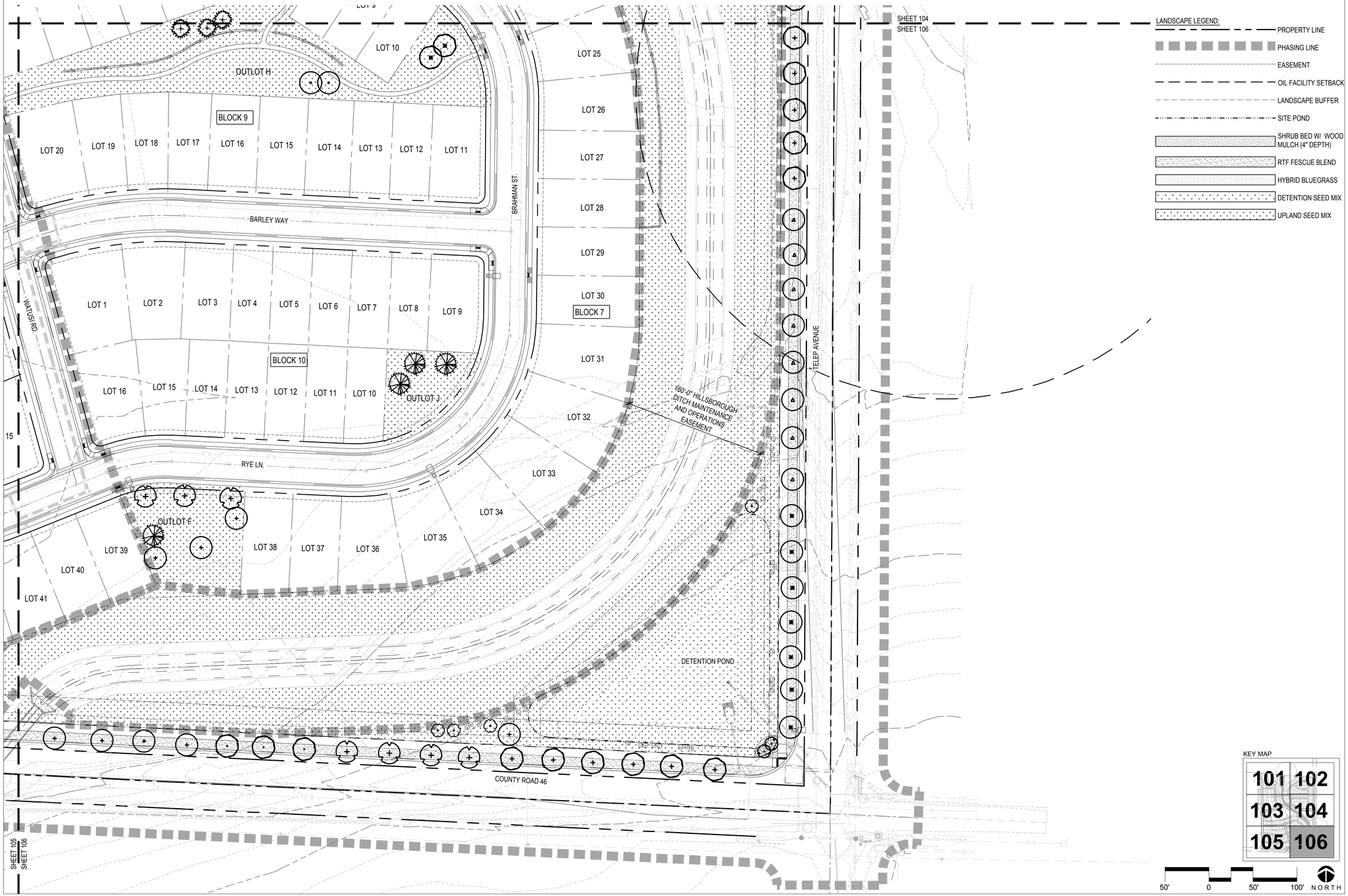

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and
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Date: 02.07.2022

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Sheet Name

LANDSCAPE PLAN

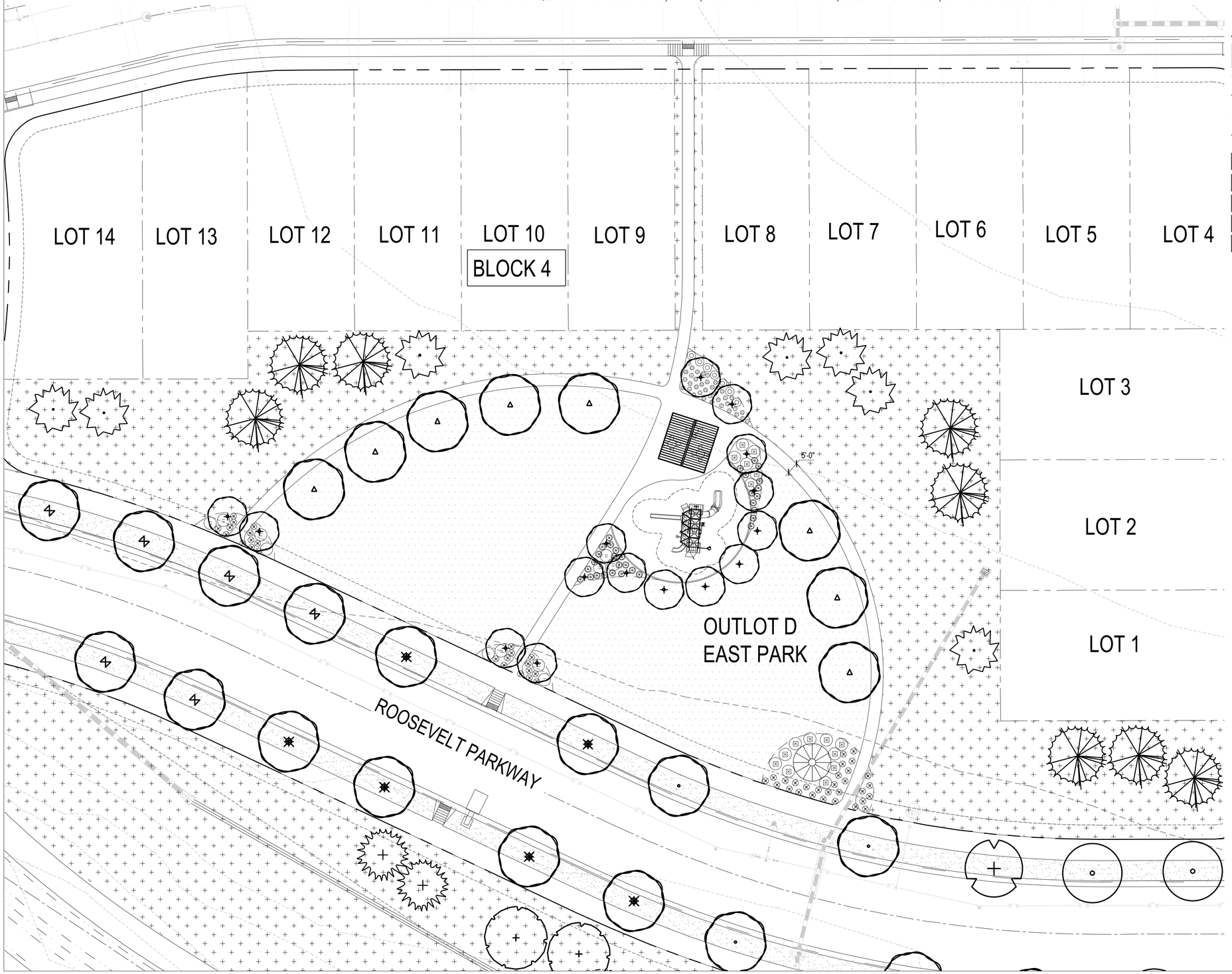
Sheet

LP106

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

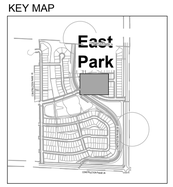
PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



LANDSCAPE LEGEND:

- PROPERTY LINE
- PHASING LINE
- EASEMENT
- OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SITE POND
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX

KEY MAP



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LANDSCAPE ENLARGEMENT - EAST PARK

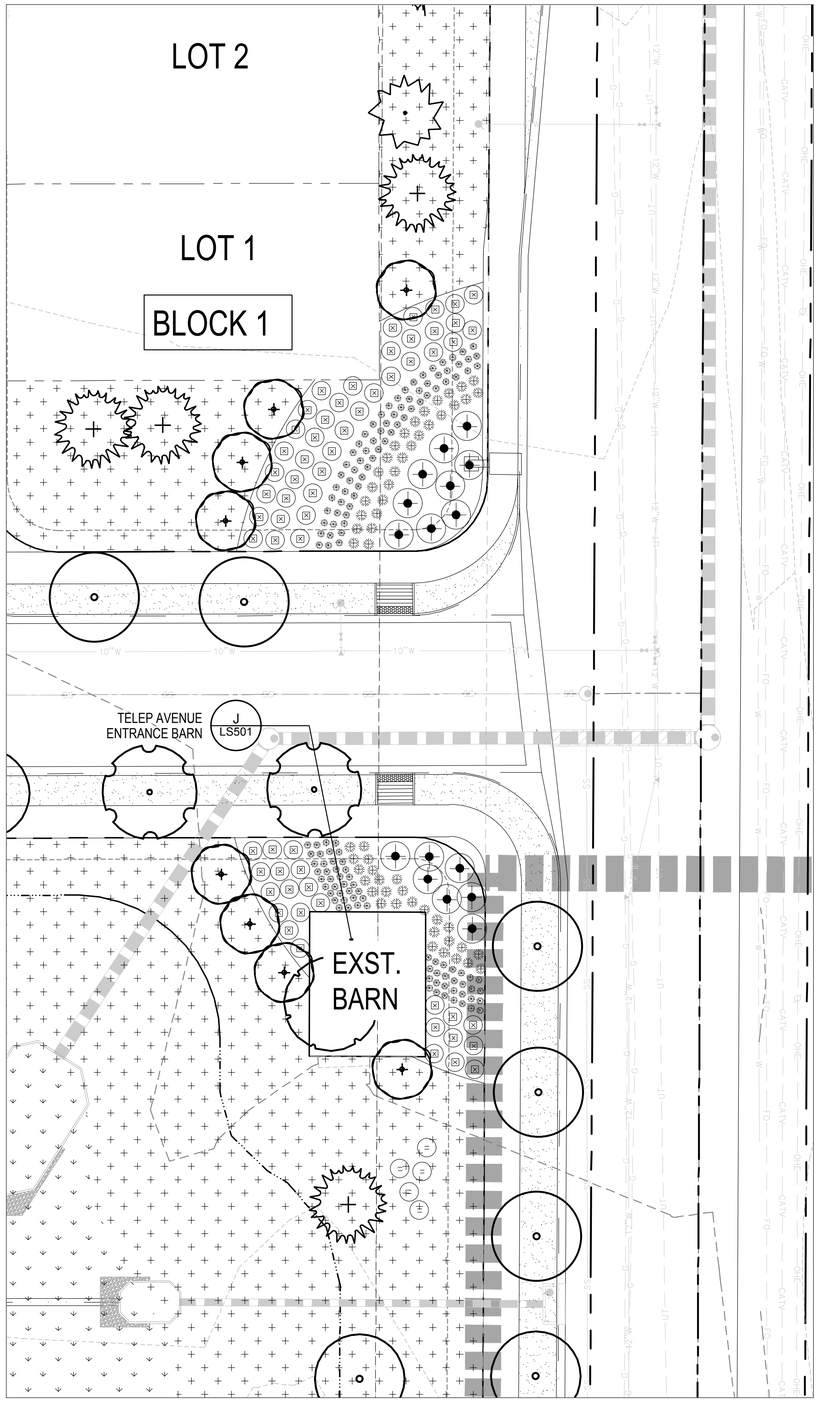
Sheet

LP401

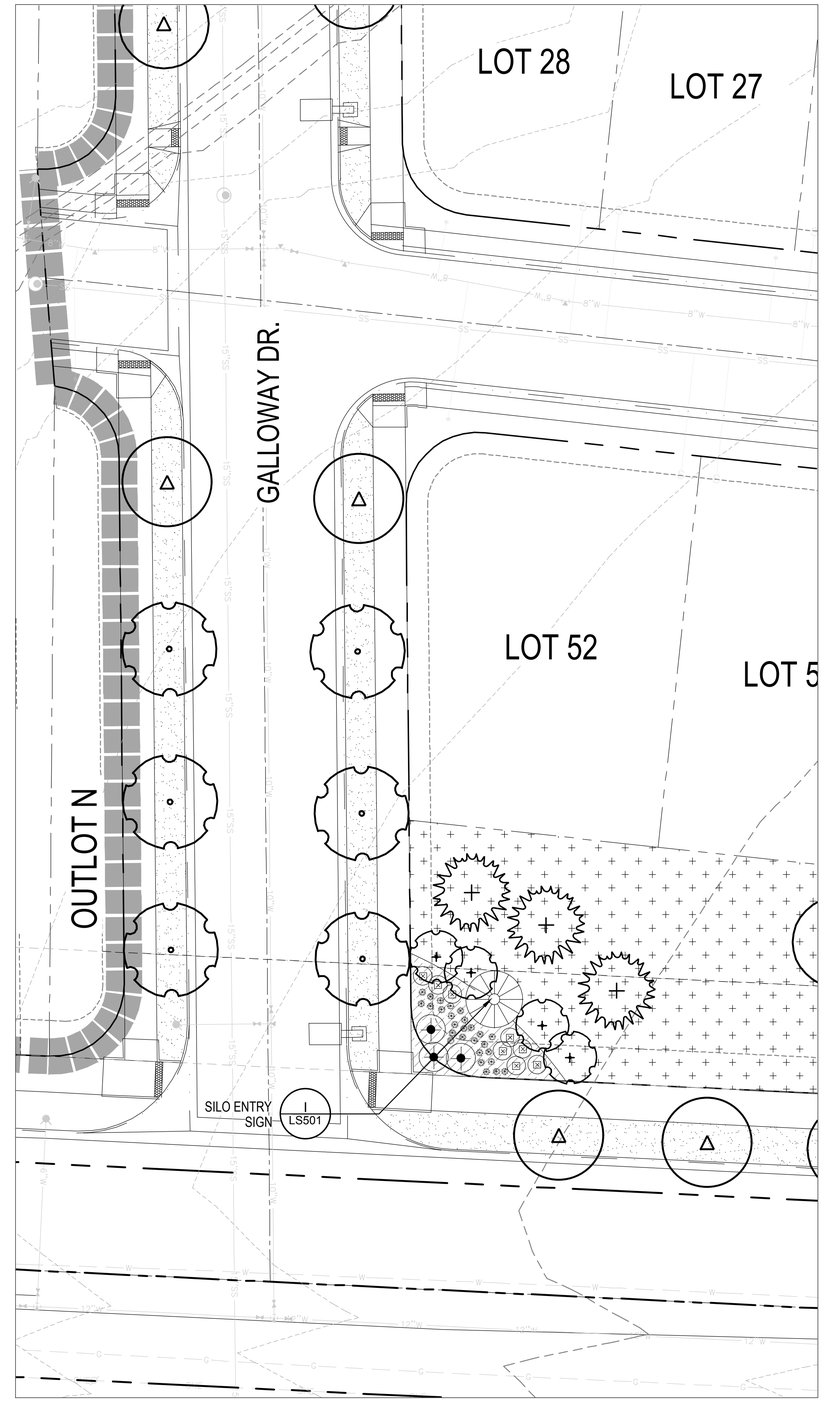
THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



1) TELEP AVENUE ENTRANCE

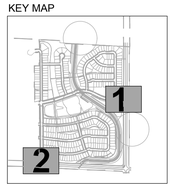


2) EAST ROOSEVELT PARKWAY ENTRANCE

LANDSCAPE LEGEND:

- PROPERTY LINE
- PHASING LINE
- EASEMENT
- OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SITE POND
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX

KEY MAP



20' 0 20' 40' NORTH

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REV.	COMMENT	DATE

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Sheet Name

LANDSCAPE ENLARGEMENT - ENTRANCES

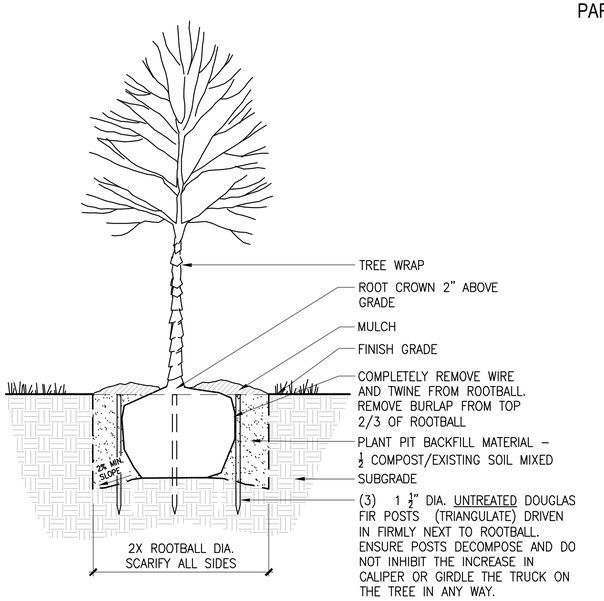
Sheet

LP402

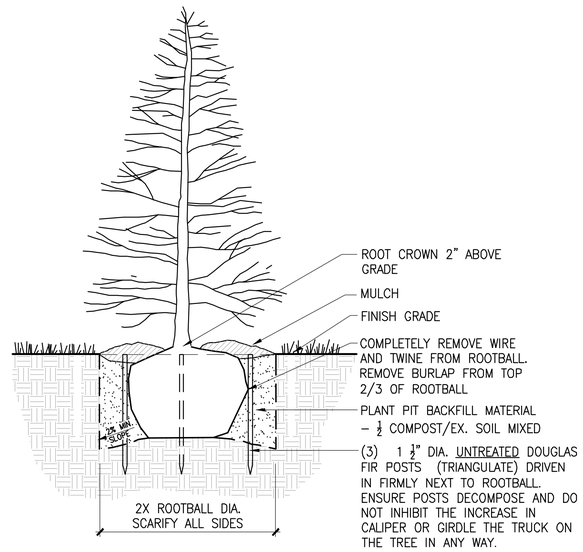
THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

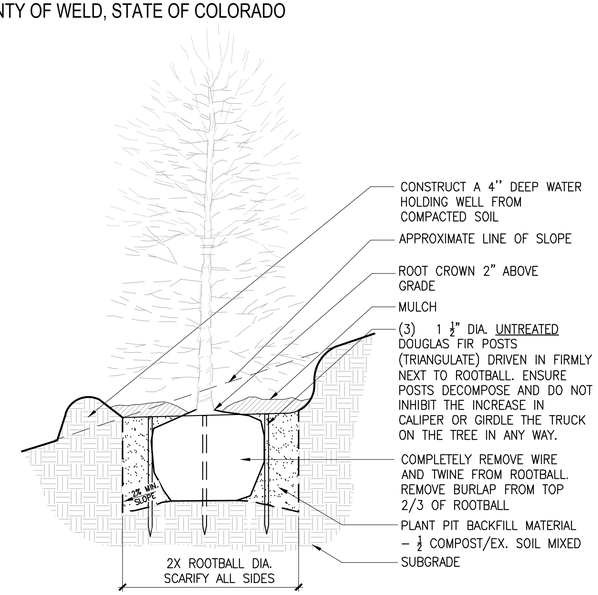
PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



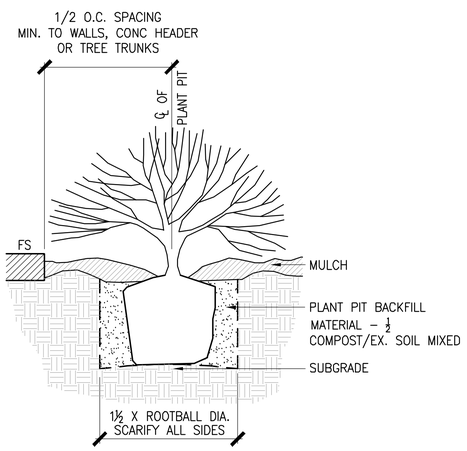
A DECIDUOUS TREE PLANTING
SCALE: NTS
DT-PLNT-TREE-DECI-GRND-STAK



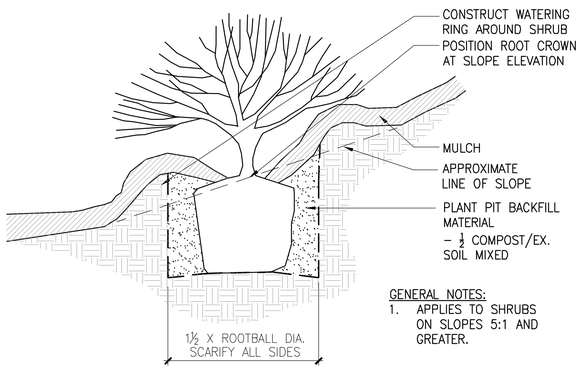
B EVERGREEN TREE PLANTING
SCALE: NTS
DT-PLNT-TREE-EVER-GRND-STAK



C TREE PLANTING ON SLOPE
SCALE: NTS
DT-PLNT-TREE-SLOP

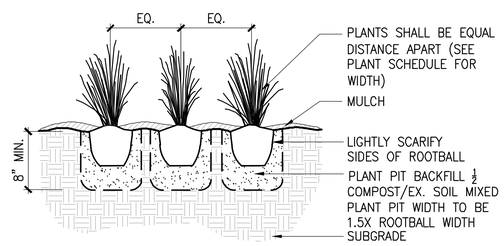


D SHRUB PLANTING
SCALE: NTS

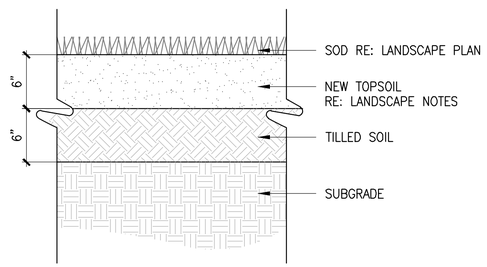


GENERAL NOTES:
1. APPLIES TO SHRUBS ON SLOPES 5:1 AND GREATER.

E SHRUB PLANTING ON SLOPE
SCALE: N.T.S.
DT-PLNT-SHRB-SLOP



F PERENNIAL/GRASS PLANTING
SCALE: NTS



G SOD PLANTING
SCALE: 1 1/2" = 1'-0"

THE GRANARY
Johnstown, Colorado

HARTFORD HOMES

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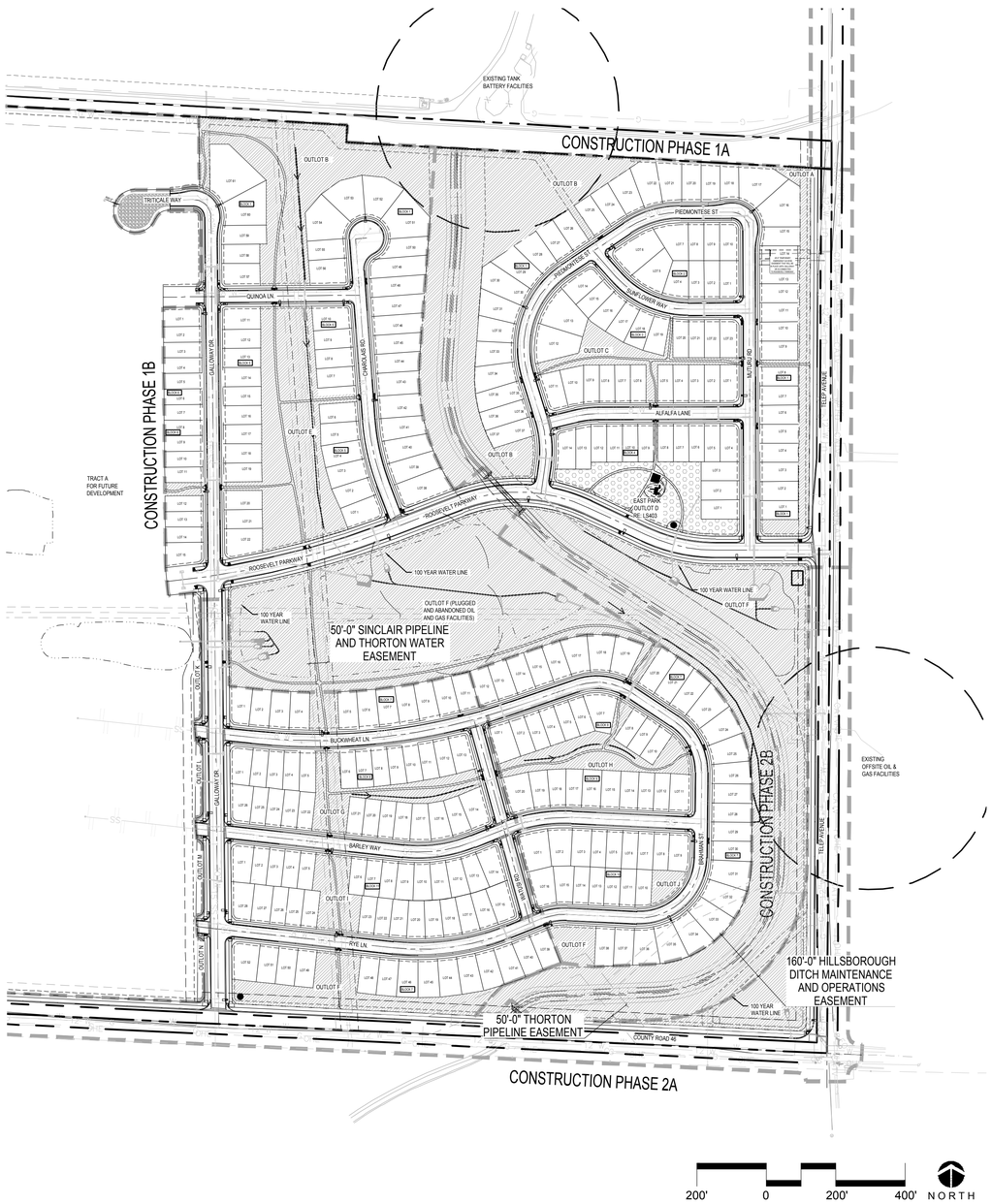
Sheet Name
LANDSCAPE DETAILS

Sheet
LP501

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



OPEN SPACE CHART

LAND USE SUMMARY						
THE GRANARY FILING ONE						
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE	% OF TOTAL
A	44,518	1.022	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
B	379,604	8.715	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE, HILLSBOROUGH DITCH	
C	31,627	0.726	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE	
E	130,503	2.996	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DETENTION AND DRAINAGE EASEMENT, OPEN SPACE	
F	989,834	22.723	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE, HILLSBOROUGH DITCH	
G	40,210	0.923	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
H	43,603	1.001	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
I	24,707	0.567	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
J	7,424	0.170	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
K	8,068	0.185	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
L	4,254	0.098	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
M	4,231	0.097	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
N	3,484	0.080	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
OUTLOTS	1,775,519	40.760				36.87%
TOTAL AREA		110.542	TRACT A (45.148 AC) IS NOT INCLUDED FOR OPEN SPACE CALCULATION AS THE AREA IS DESIGNATED FOR FUTURE DEVELOPMENT			

OPEN SPACE LEGEND:

- PROPERTY LINE
- PHASING LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- OPEN SPACE
- OPEN SPACE - PARK

OIL AND GAS FACILITIES INFORMATION

OUTLOT E
OWNER: PDC ENERGY INC - 69175
NUMBER OF WELLS: 5
NAMES OF WELLS: 7-33 KETO, 7-43 KETO, 7-34 KETO, 7-44 KETO, 3-7J KETO
TYPE OF WELL: DIRECTIONAL, PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

THE GRANARY
Johnstown, Colorado

HARTFORD HOMES

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REV.	COMMENT	DATE

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Sheet Name

OPEN SPACE PLAN

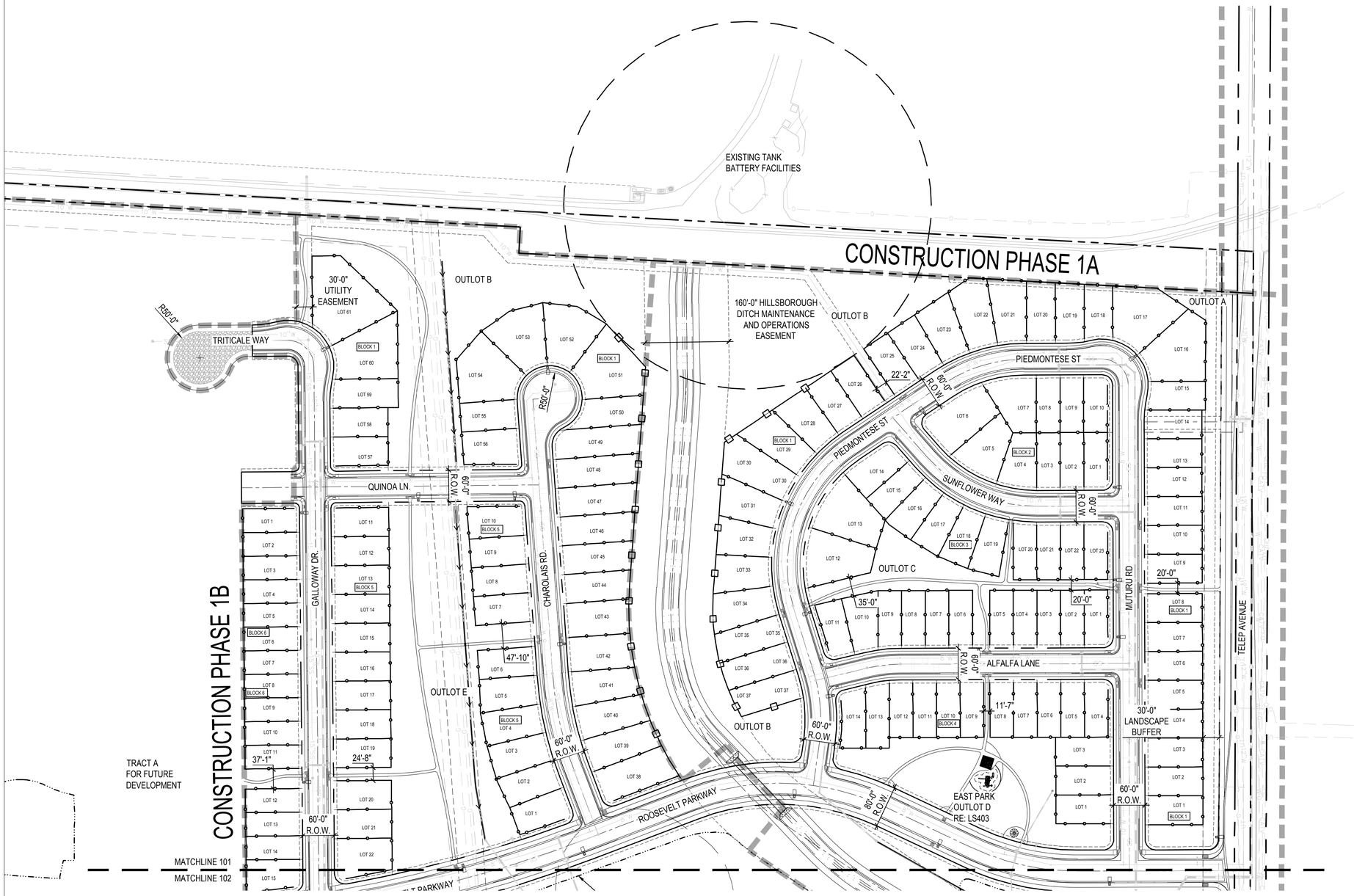
Sheet

OS100

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



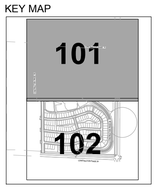
FENCING LEGEND:

- PROPERTY LINE
- PHASING LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- 3 RAIL FENCE
- 4 RAIL FENCE (6' HEIGHT)

FENCING NOTES:

1. 3 RAIL FENCE SHALL BE PROVIDED AS PER DETAILS.
2. ALL SIDE YARD FENCING SHALL TERMINATE A MINIMUM OF 5' BEHIND FRONT ELEVATION OF HOUSE.
3. FENCE SHALL BE LOCATED ON PROPERTY LINES.
4. NO FENCING SHALL BE INSTALLED TO INTERFERE WITH SIGHT TRIANGLES.

KEY MAP



100' 0 100' 200' NORTH

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FENCING PLAN

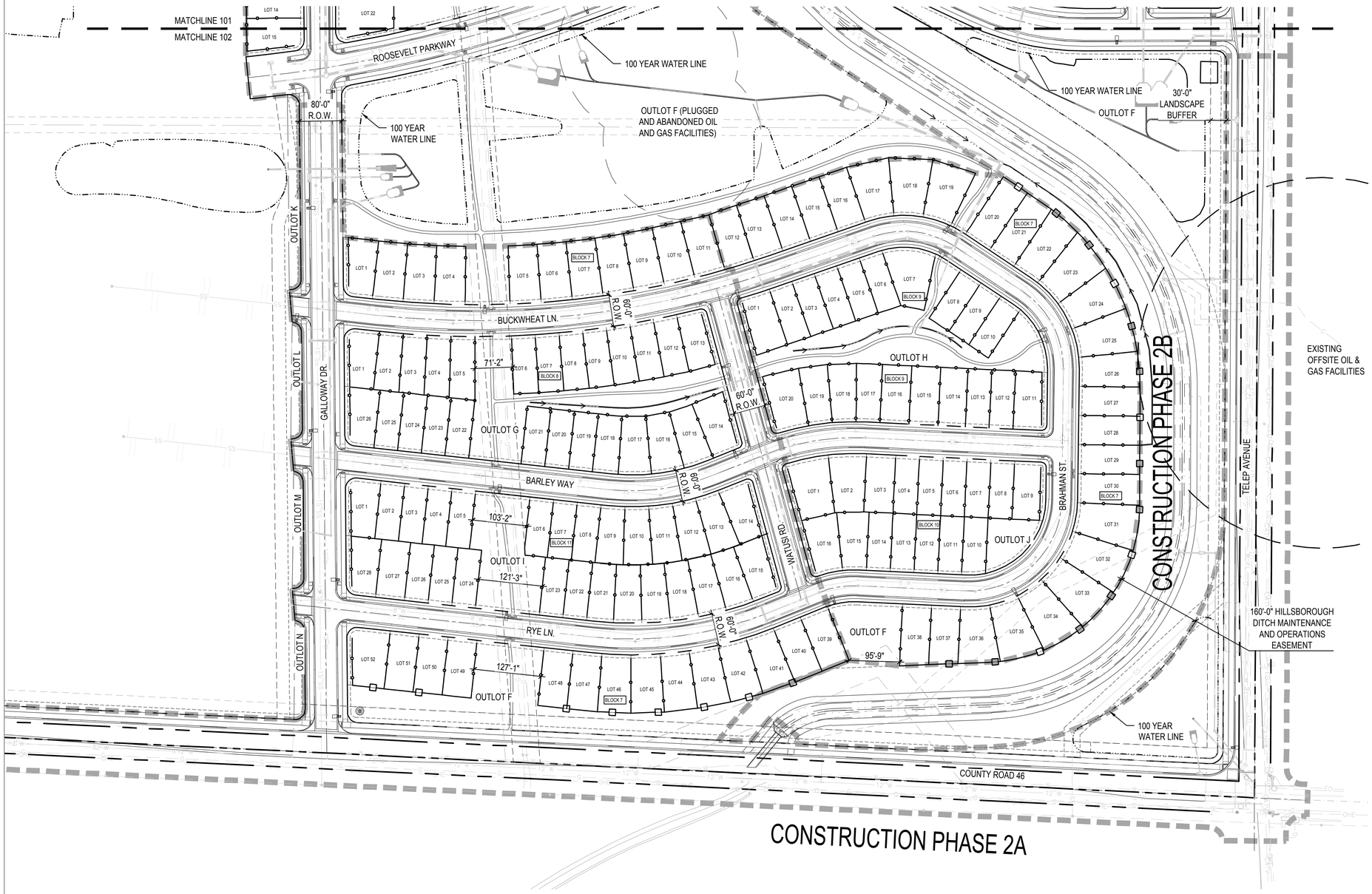
Sheet

FP101

THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



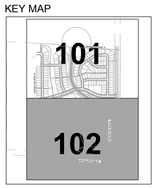
FENCING LEGEND:

- PROPERTY LINE
- PHASING LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- 3 RAIL FENCE
- 4 RAIL FENCE (6' HEIGHT)

FENCING NOTES:

1. 3 RAIL FENCE SHALL BE PROVIDED AS PER DETAILS.
2. ALL SIDE YARD FENCING SHALL TERMINATE A MINIMUM OF 5' BEHIND FRONT ELEVATION OF HOUSE.
3. FENCE SHALL BE LOCATED ON PROPERTY LINES.
4. NO FENCING SHALL BE INSTALLED TO INTERFERE WITH SIGHT TRIANGLES.

KEY MAP



100' 0 100' 200' NORTH

THE GRANARY
Johnstown, Colorado

HARTFORD HOMES

russell + mills

NOT FOR CONSTRUCTION

REV.	COMMENT	DATE

FDP
FILING ONE
and
FILING TWO

Date: 02.07.2022

Drawn By: SL

Checked By: CR

Sheet Name

FENCING PLAN

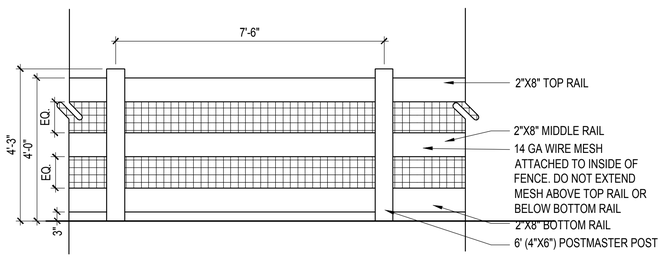
Sheet

FP102

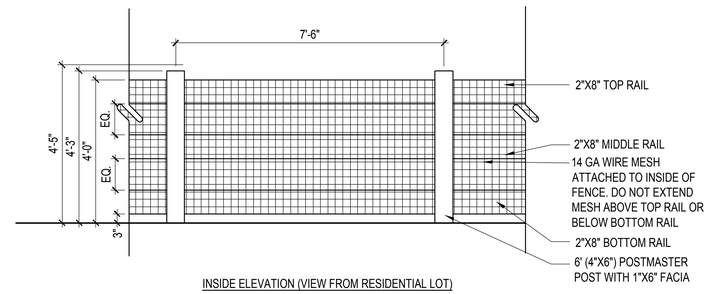
THE GRANARY FILING ONE and FILING TWO

FINAL DEVELOPMENT PLAN

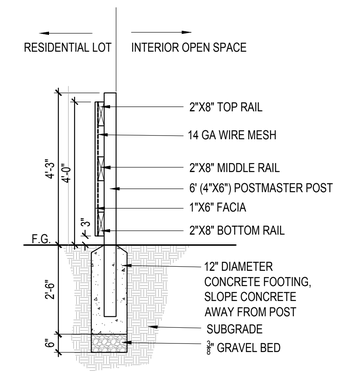
PART OF THE SOUTHEAST QUARTER OF SECTION 7, T 4 N., R. 67 W. OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



OUTSIDE ELEVATION (VIEW FROM OPEN SPACE)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)



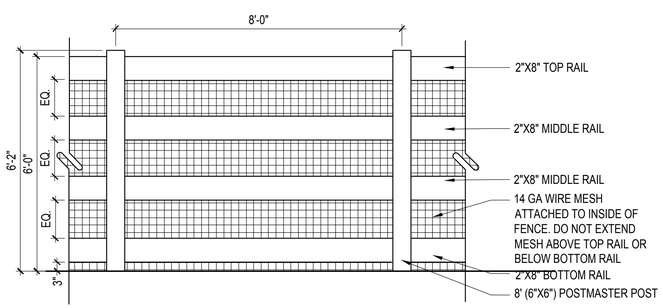
FENCE SECTION

NOTES:
1. ALL FENCING MATERIALS SHALL BE TAN VINYL OR CEDAR PRESSURE TREATED LUMBER #1 GRADE AS DETERMINED BY HOA.
2. DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

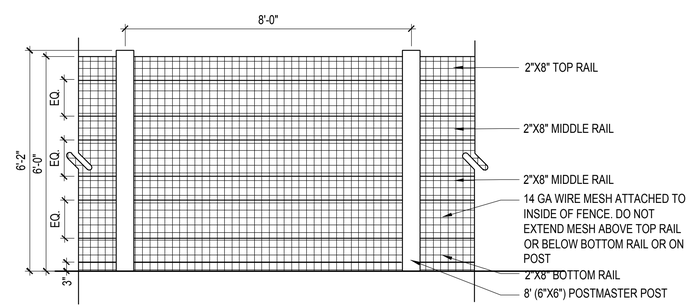
A 3 RAIL FENCE

SCALE: 1/2"=1'-0"

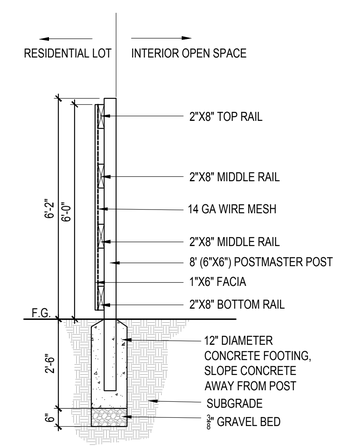
DT-FENC-FILING ONE



OUTSIDE ELEVATION (VIEW FROM OPEN SPACE)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)



FENCE SECTION

NOTES:
1. ALL FENCING MATERIALS SHALL BE TAN VINYL OR CEDAR PRESSURE TREATED LUMBER #1 GRADE AS DETERMINED BY HOA.
2. DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

B 4 RAIL FENCE

SCALE: 1/2"=1'-0"

DT-FENC-FILING ONE

THE GRANARY
Johnstown, Colorado

HARTFORD HOMES

russell + mills

NOT FOR CONSTRUCTION

REV.	COMMENT	DATE

FDP
FILING ONE
and
FILING TWO

Date: 02.07.2022

Drawn By: SL

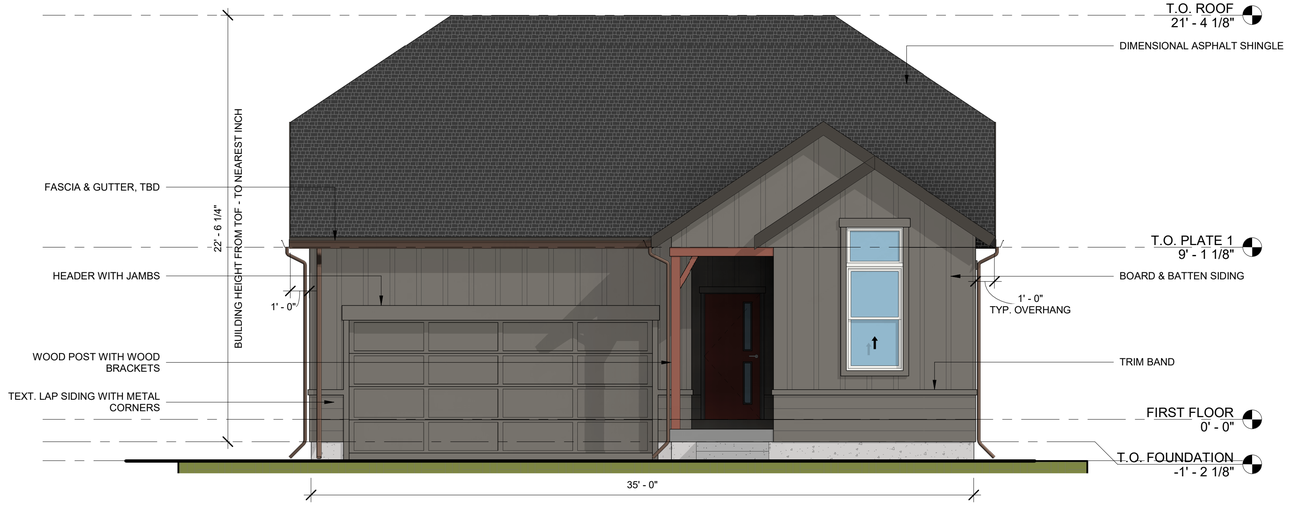
Checked By: CR

Sheet Name

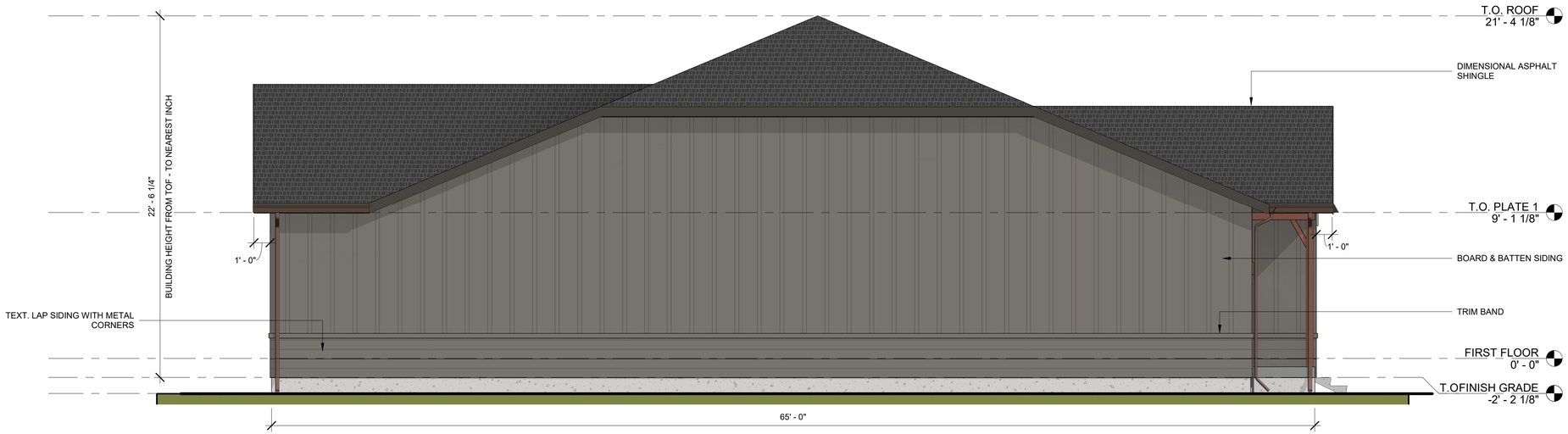
Fencing Details

Sheet

FP501



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 2 - CHRISTIE

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

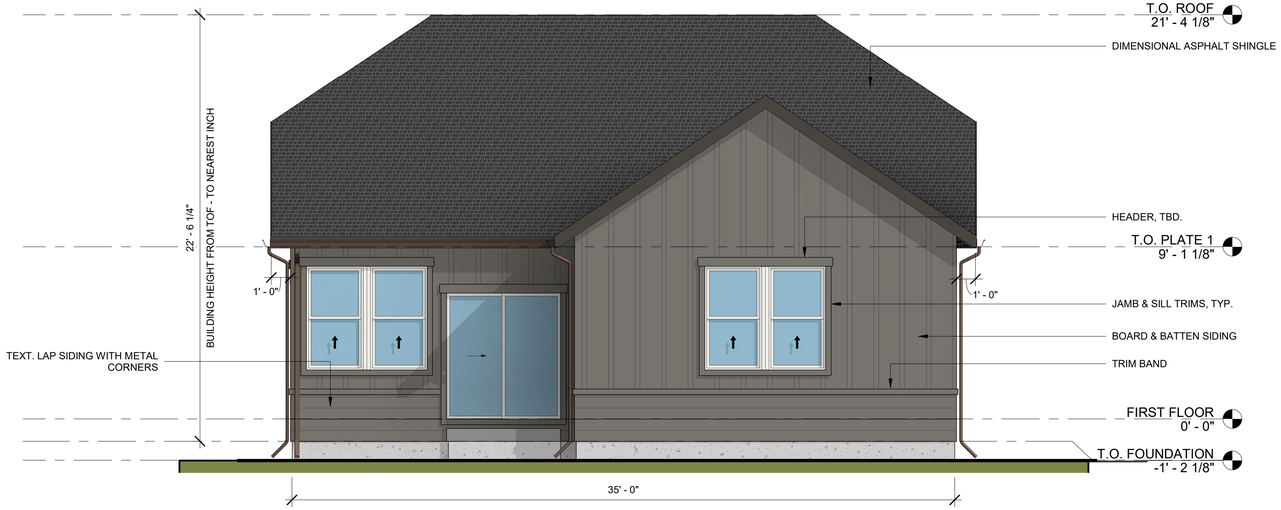
No.	Description	Date

BUILDING ELEVATIONS - CHRISTIE FARMHOUSE

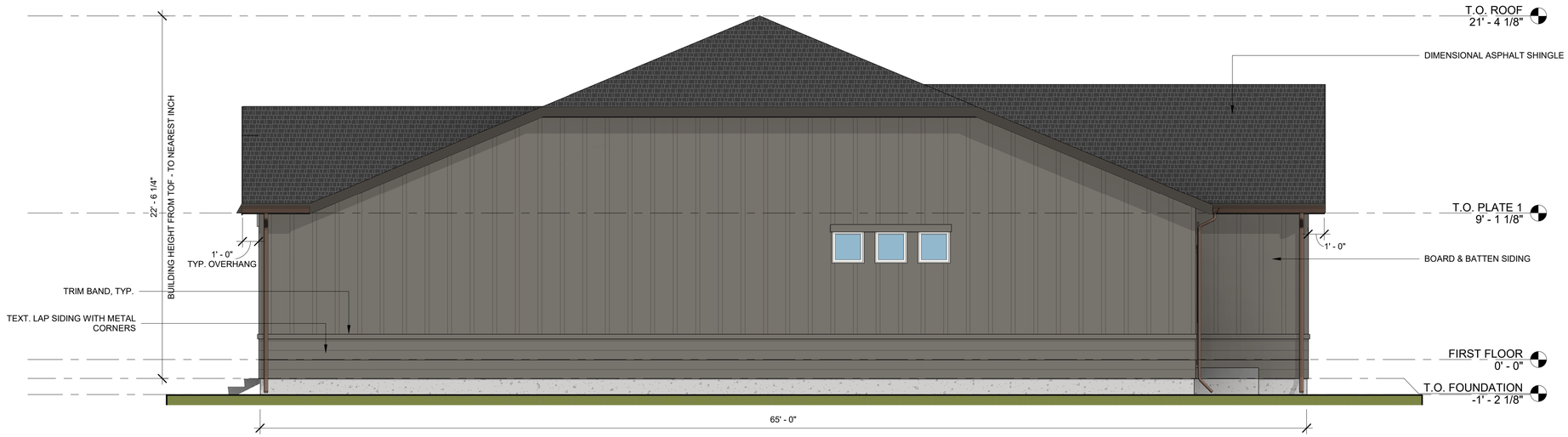
Product Series:	35 FT
Date	10/01/2021
Drawn by	OS
Checked by	AM/DW

A200

Scale	1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 2 - CHRISTIE

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

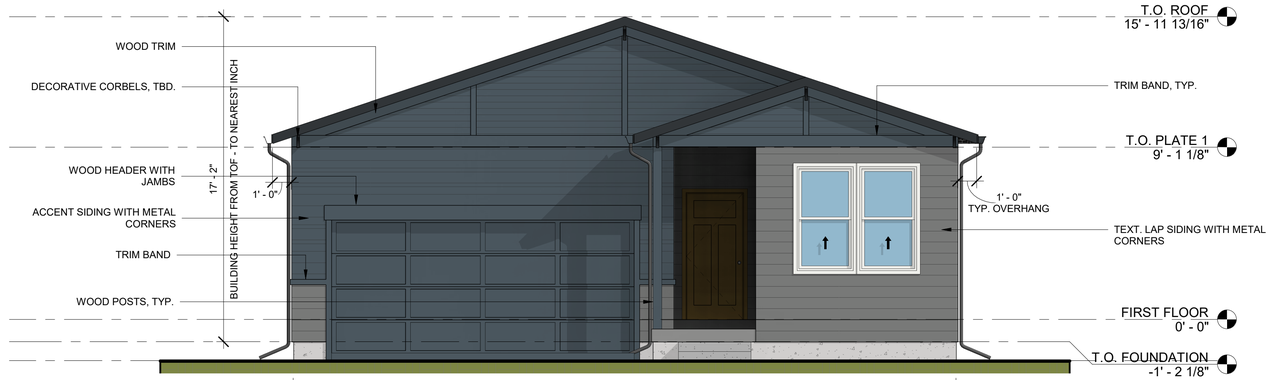
No.	Description	Date

BUILDING ELEVATIONS - CHRISTIE FARMHOUSE

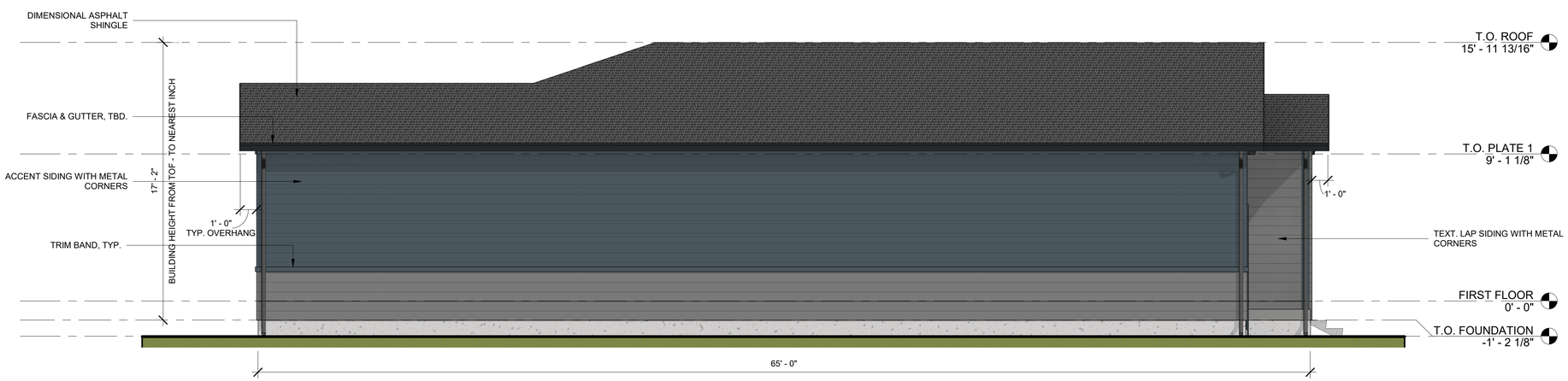
Product Series:	35 FT
Date	10/01/2021
Drawn by	OS
Checked by	AM/DW

A201

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 2 - CHRISTIE

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

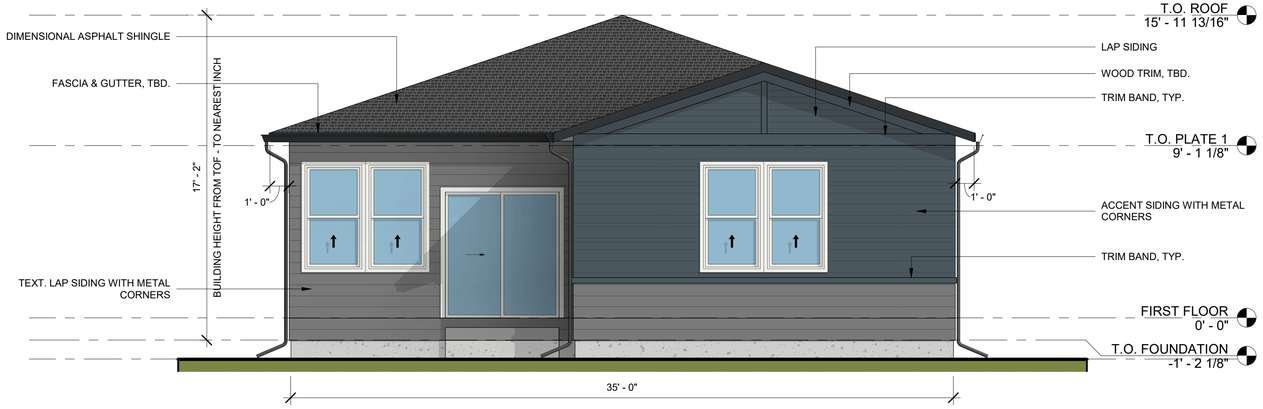
No.	Description	Date

BUILDING ELEVATIONS - CHRISTIE CRAFTSMAN

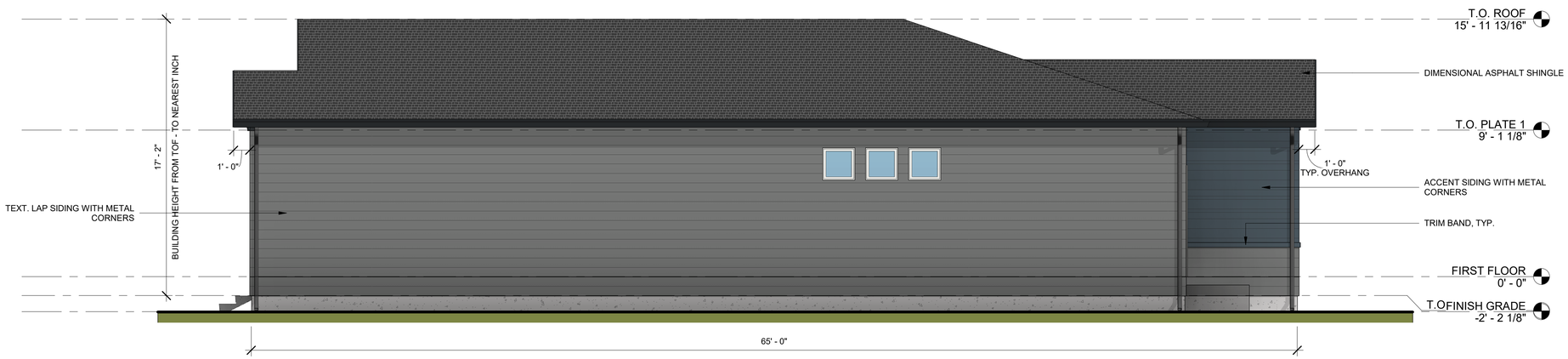
Product Series:	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	AM/DW

A202

Scale 1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 2 - CHRISTIE

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

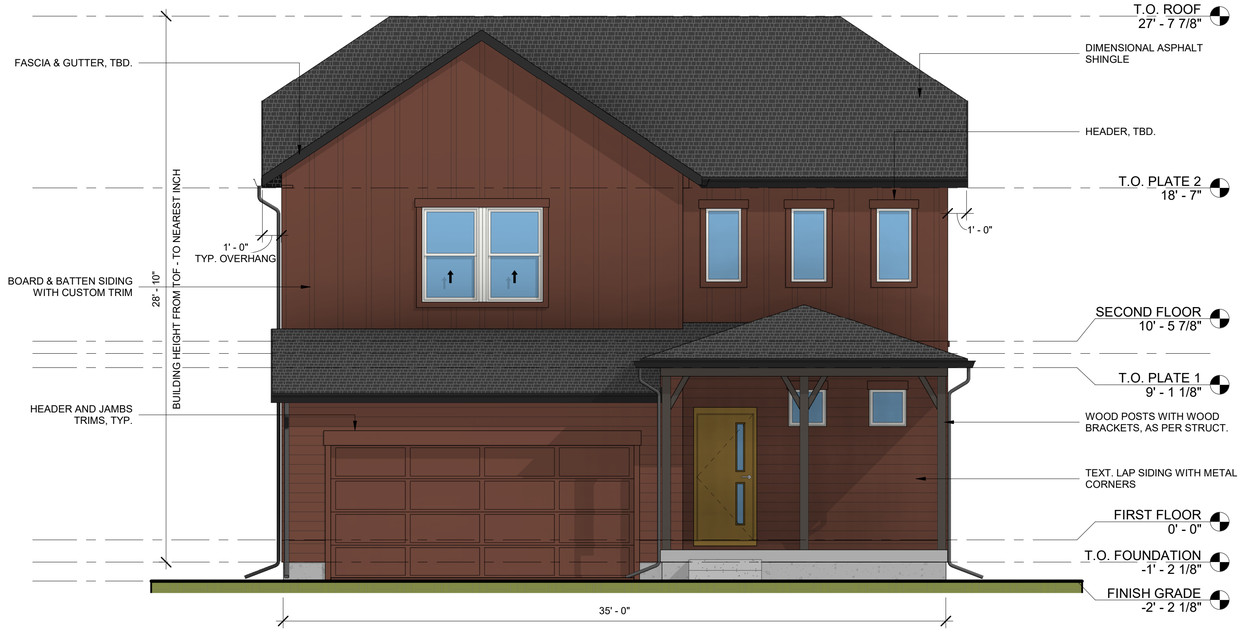
No.	Description	Date

BUILDING ELEVATIONS - CHRISTIE CRAFTSMAN

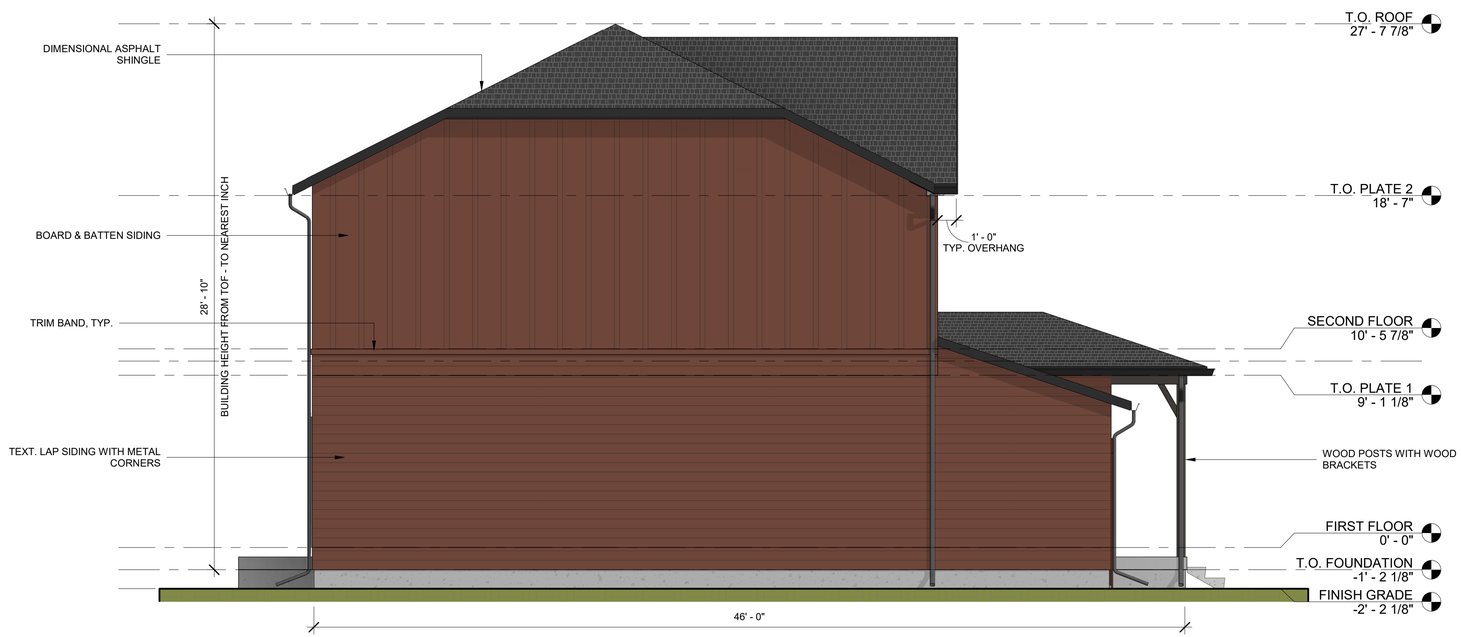
Product Series:	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	AM/DW

A203

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 3 - FITZGERALD

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

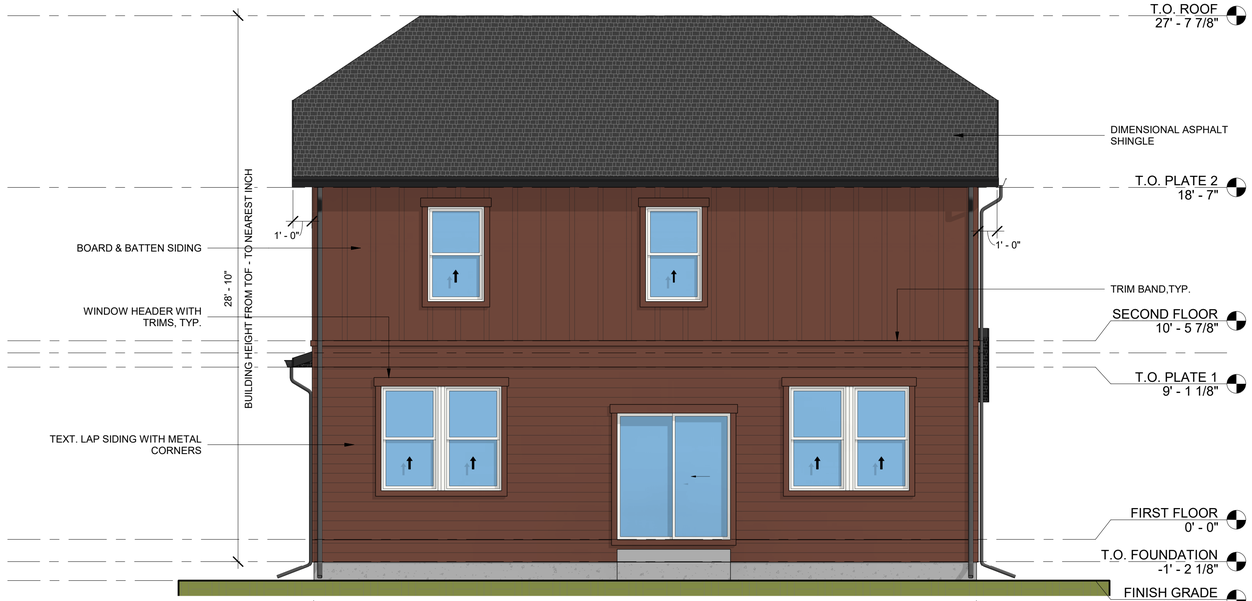
No.	Description	Date

BUILDING ELEVATIONS - FITZGERALD FARMHOUSE

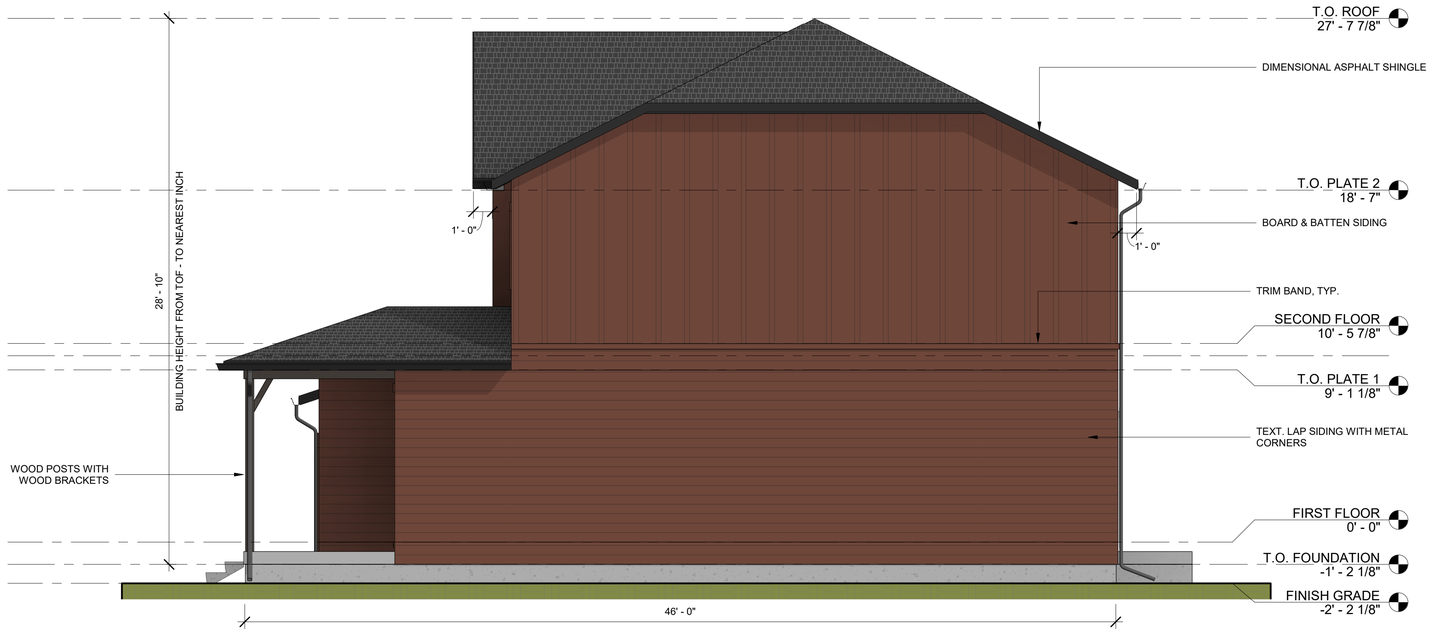
Product Series:	35' SINGLE FAMILY
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A204

Scale	1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 3 - FITZGERALD

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

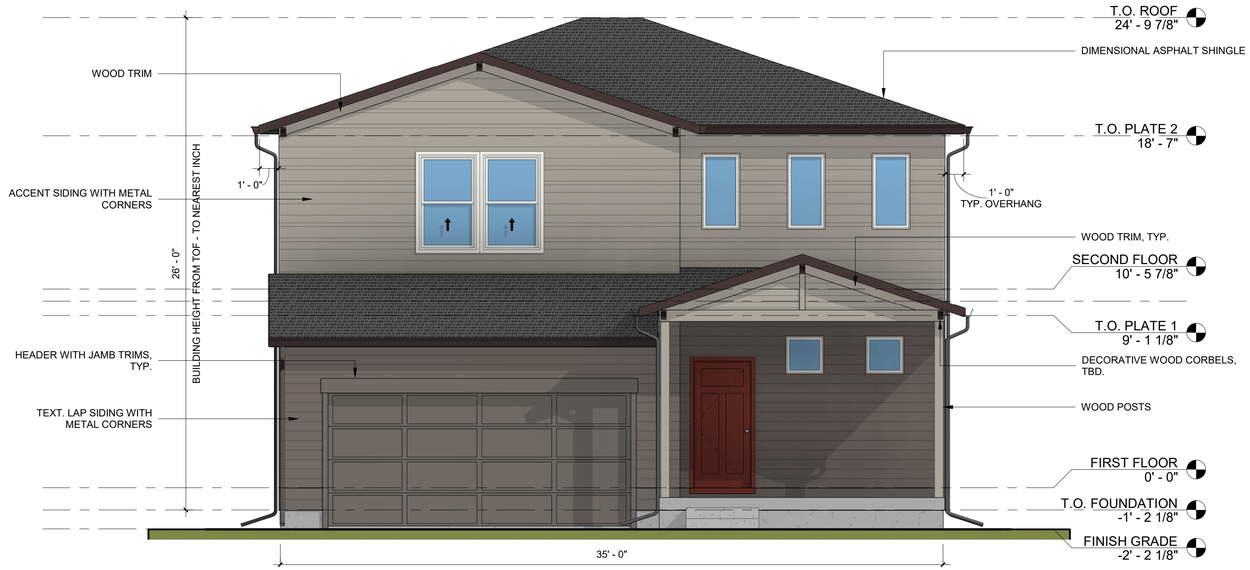
No.	Description	Date

BUILDING ELEVATIONS - FITZGERALD FARMHOUSE

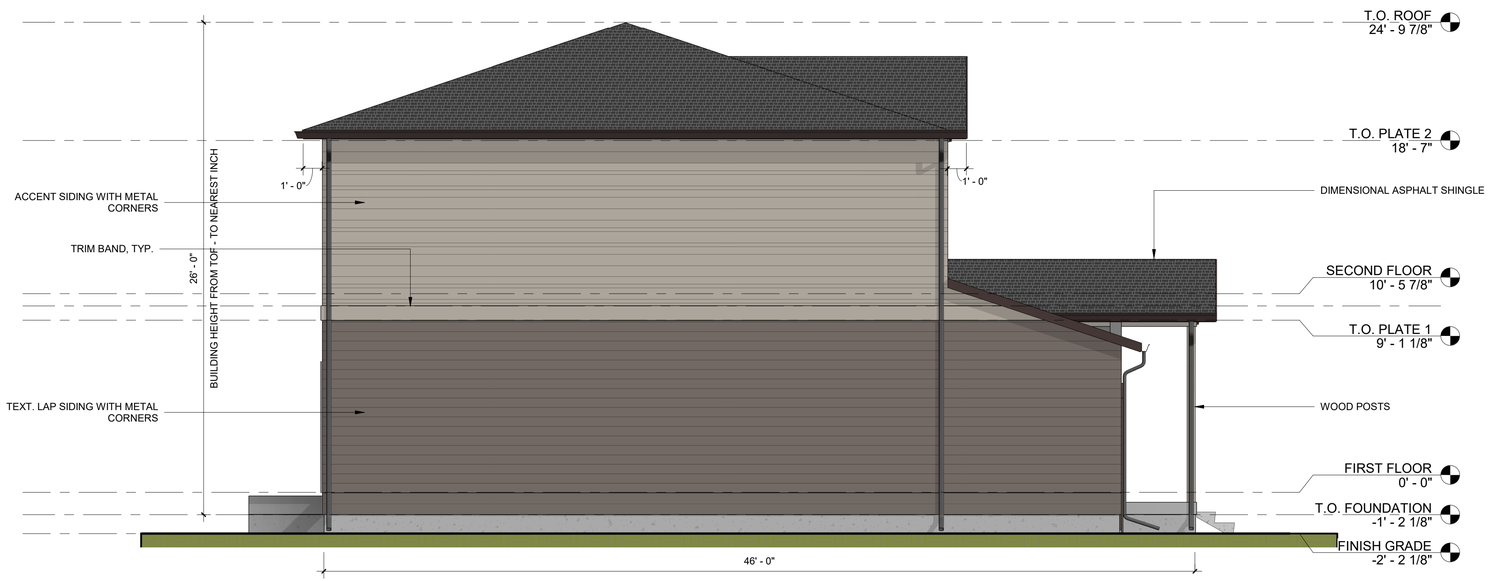
Product Series:	35' SINGLE FAMILY
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A205

Scale 1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 3 - FITZGERALD

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

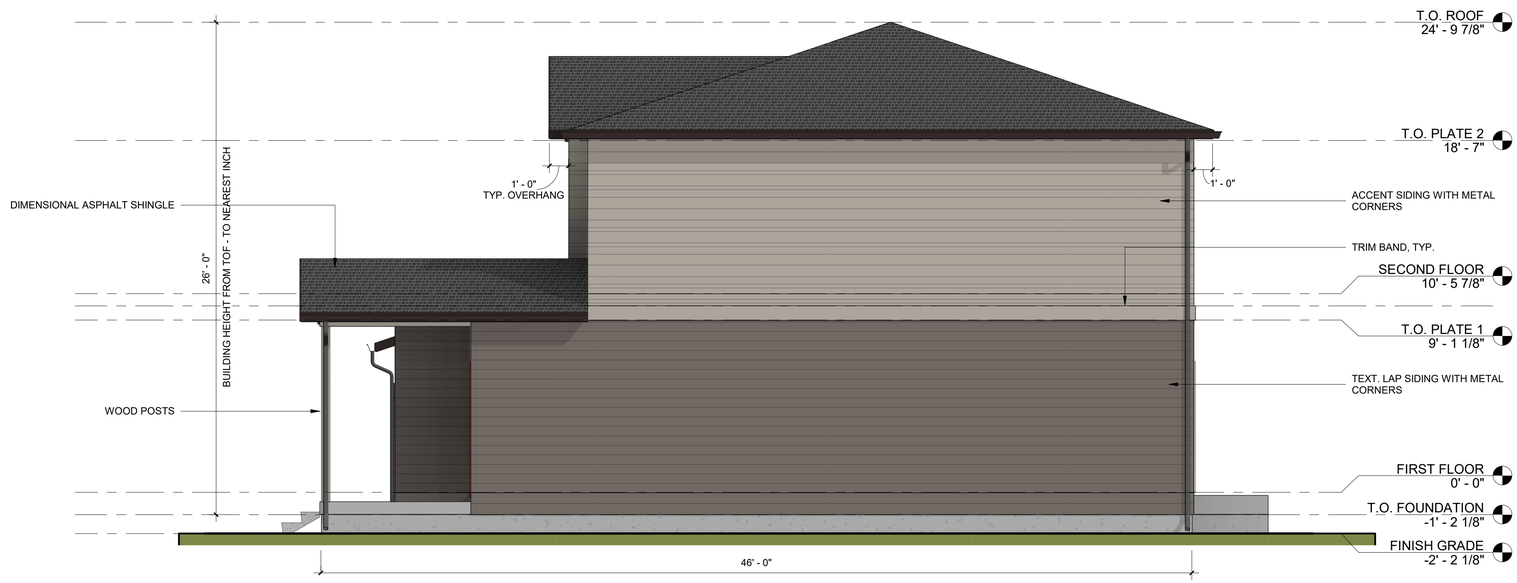
BUILDING ELEVATIONS - FITZGERALD CRAFTSMAN

Product Series:	35' SINGLE FAMILY
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A206

Scale 1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 3 - FITZGERALD

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

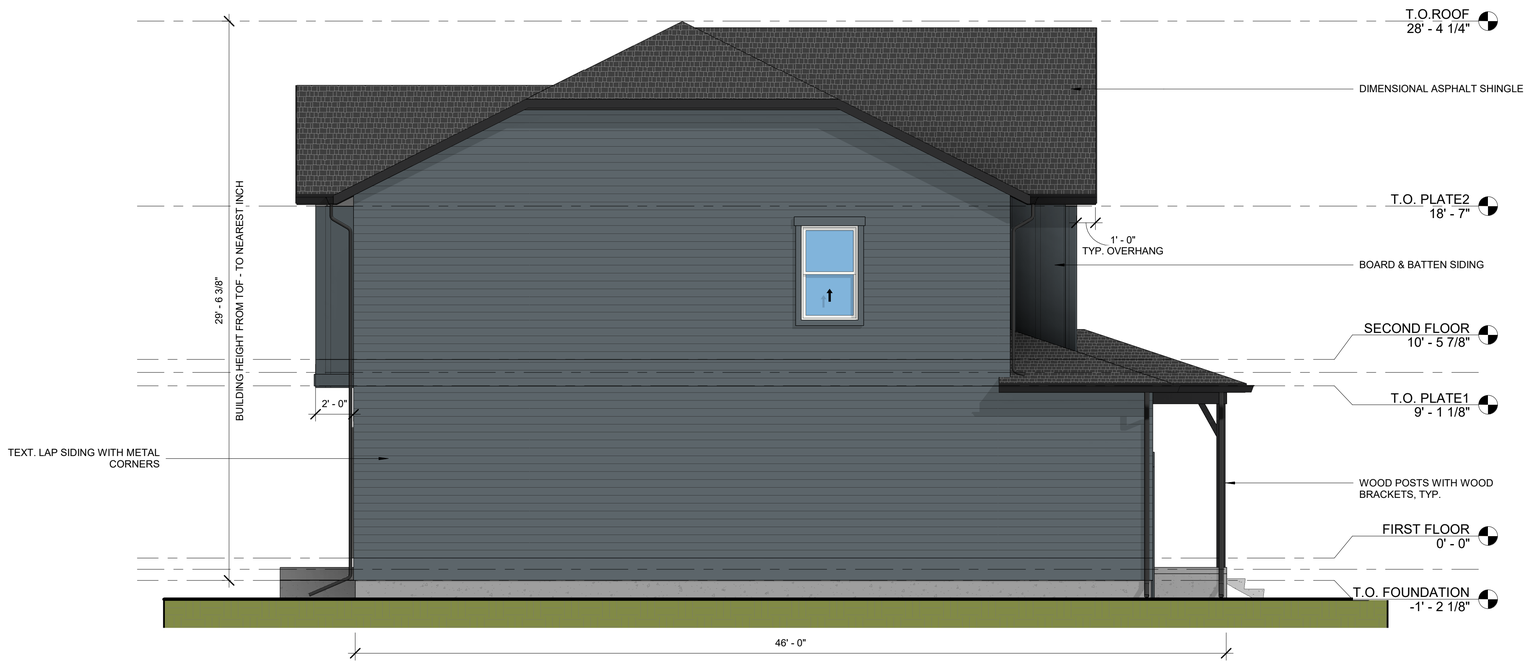
BUILDING ELEVATIONS - FITZGERALD CRAFTSMAN

Product Series:	35' SINGLE FAMILY
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A207

Scale 1/4" = 1'-0"

1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 4 - HEMINGWAY

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date
1		
2		
3		
4		

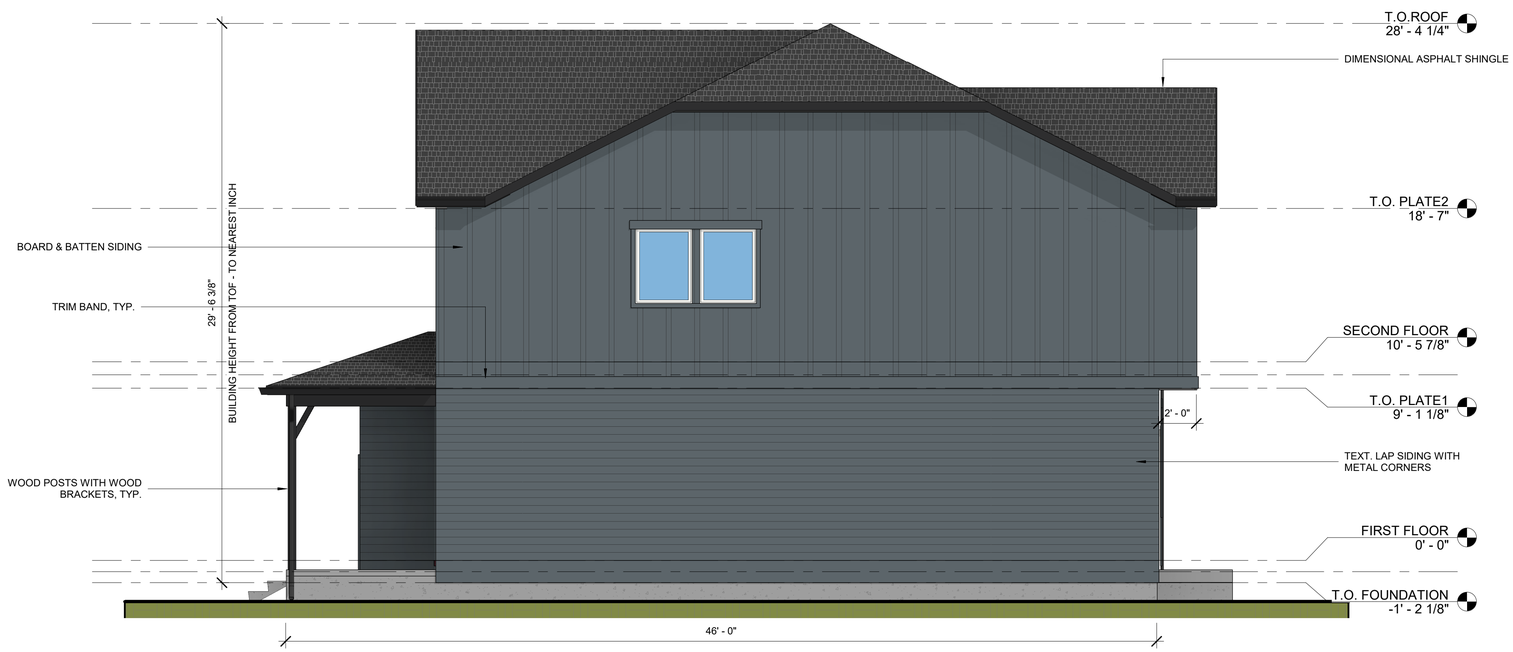
BUILDING ELEVATIONS
-HEMINGWAY
FARMHOUSE

Product Type	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A208

Scale	1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 4 - HEMINGWAY

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

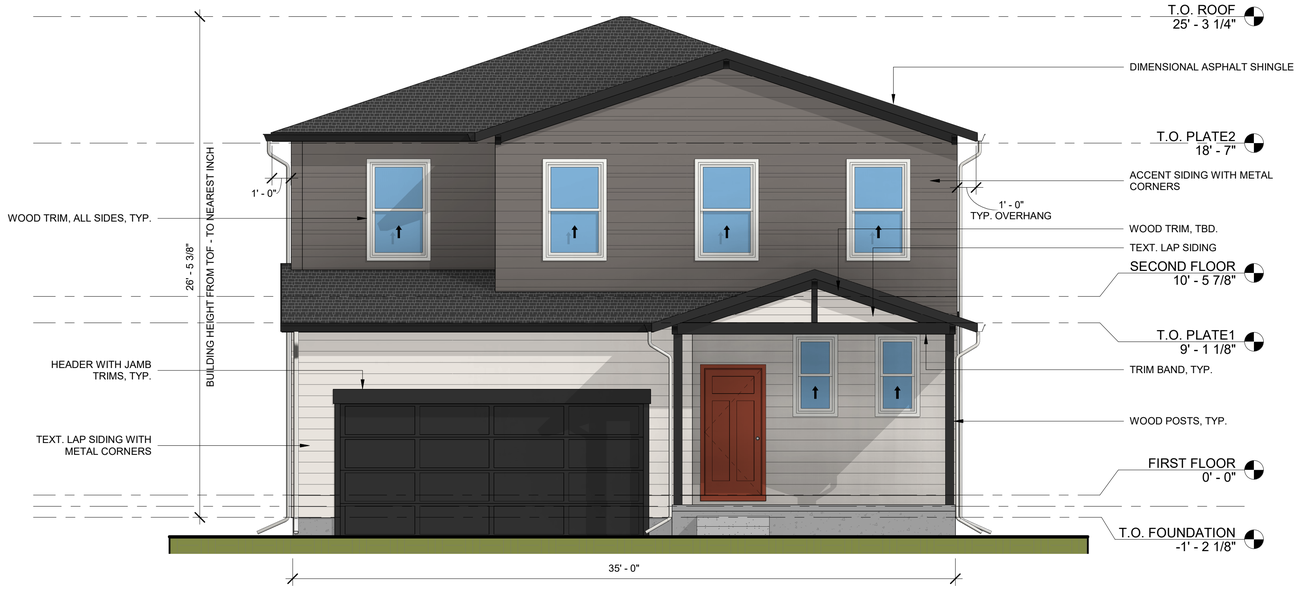
No.	Description	Date
1		
2		
3		
4		

BUILDING ELEVATIONS -HEMINGWAY FARMHOUSE

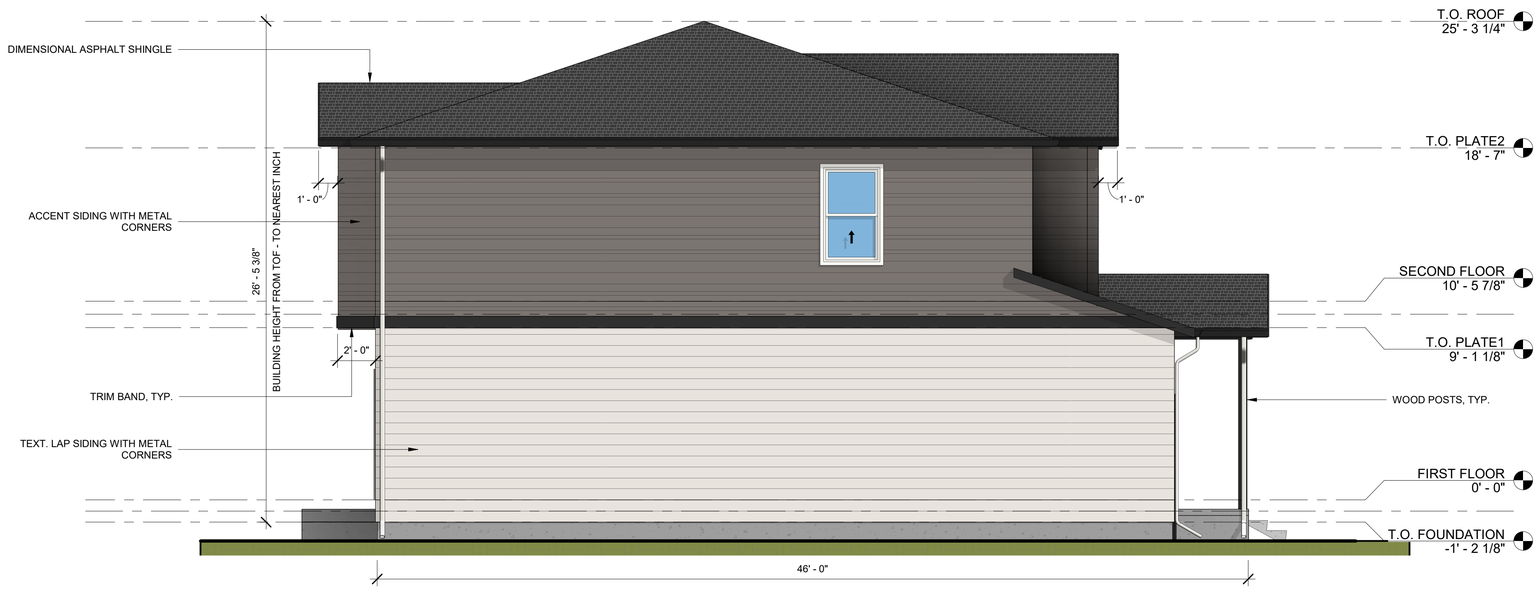
Product Type	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A209

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 4 - HEMINGWAY

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date
1		
2		
3		
4		

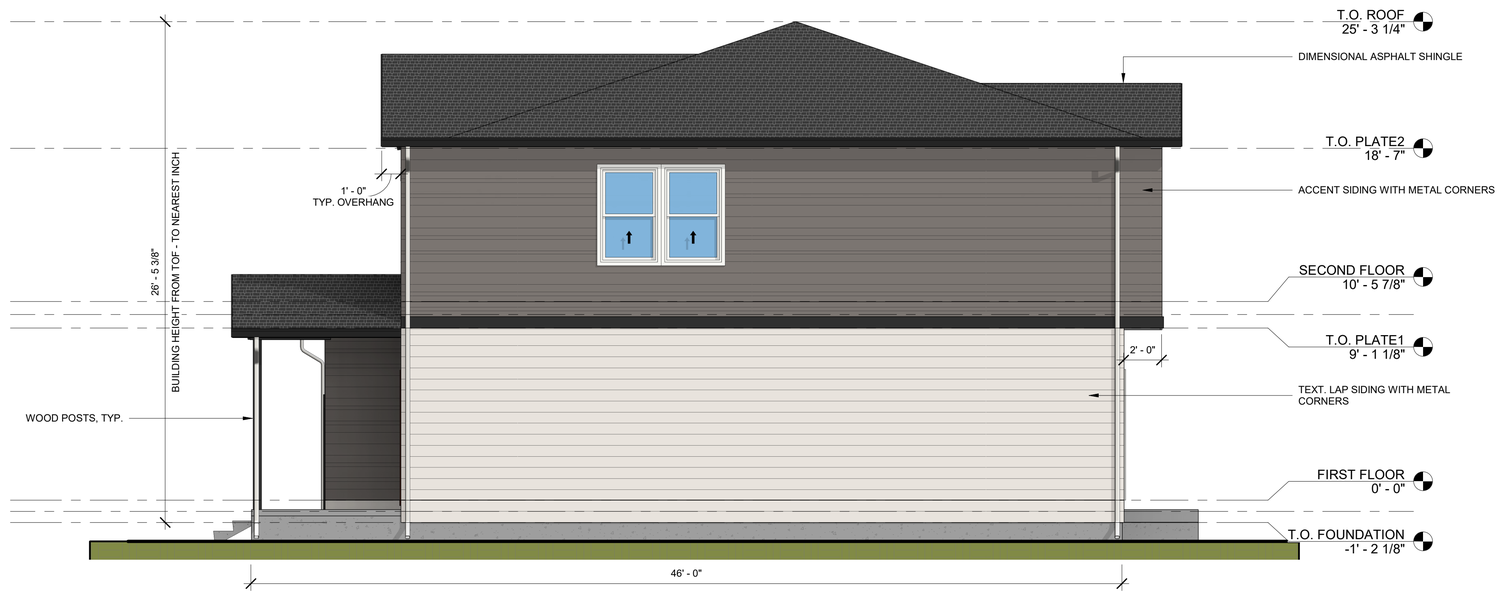
BUILDING ELEVATIONS
-HEMINGWAY
CRAFTSMAN

Product Type	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A210

Scale	1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 4 - HEMINGWAY

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

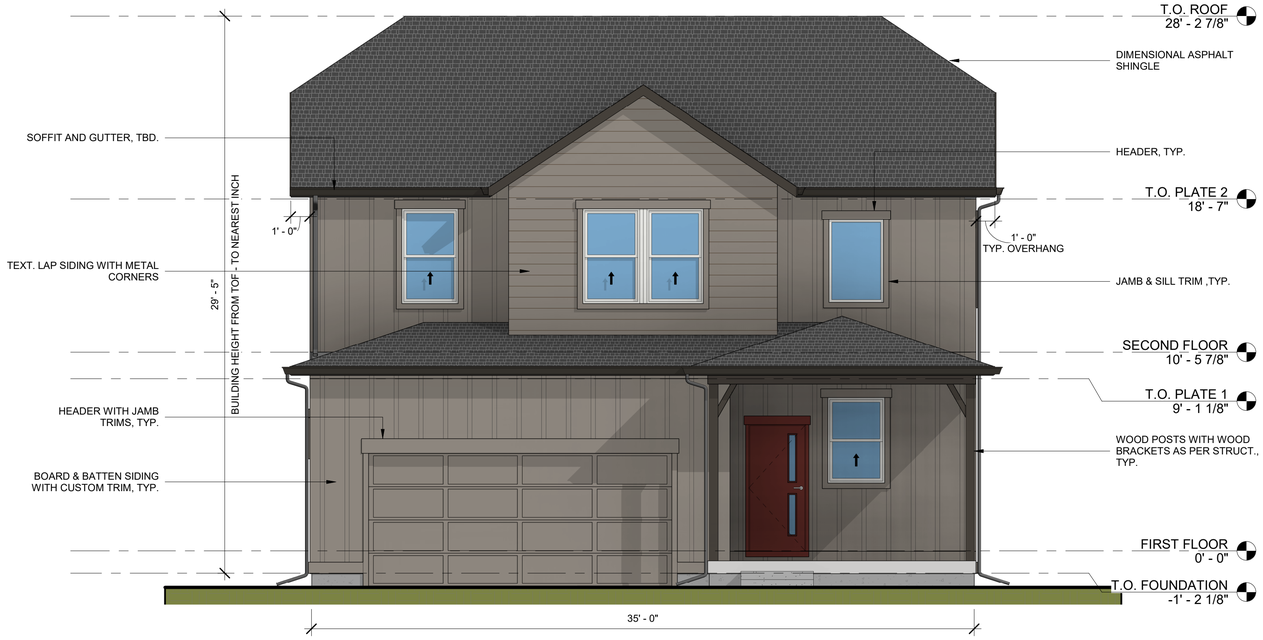
No.	Description	Date
1		
2		
3		
4		

BUILDING ELEVATIONS
-HEMINGWAY
CRAFTSMAN

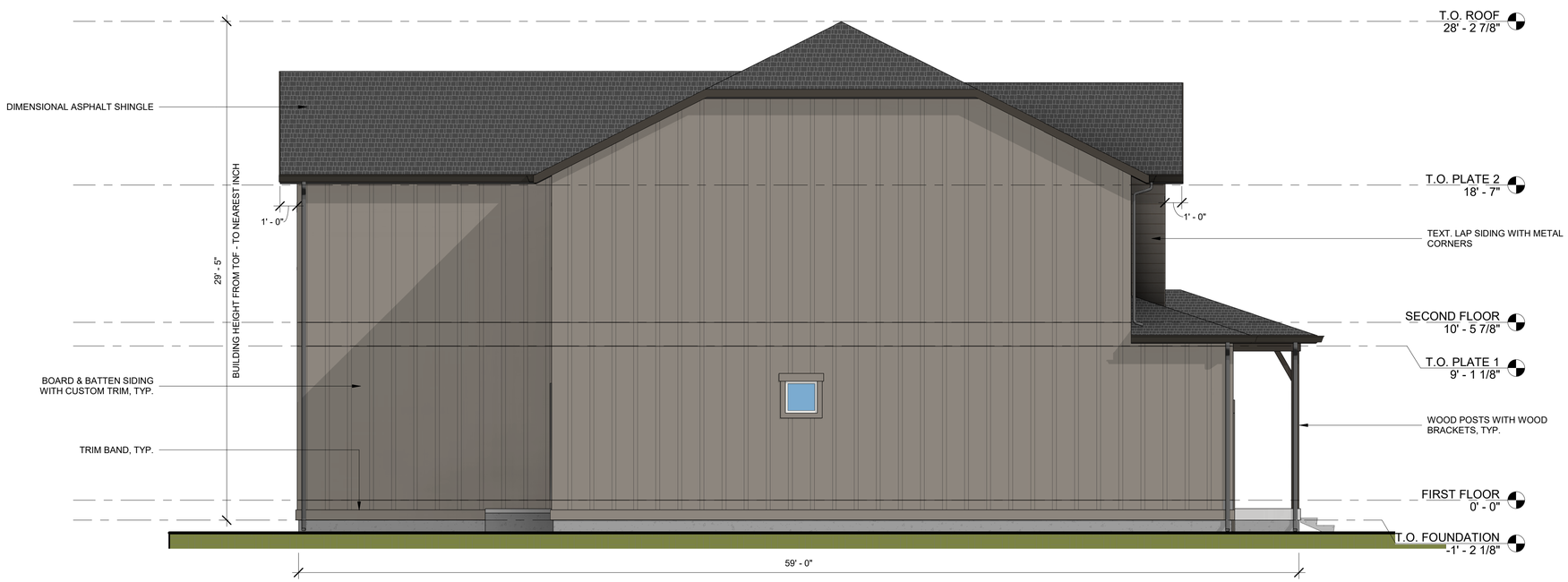
Product Type	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	DW/AM

A211

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 5 - ROWLING

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

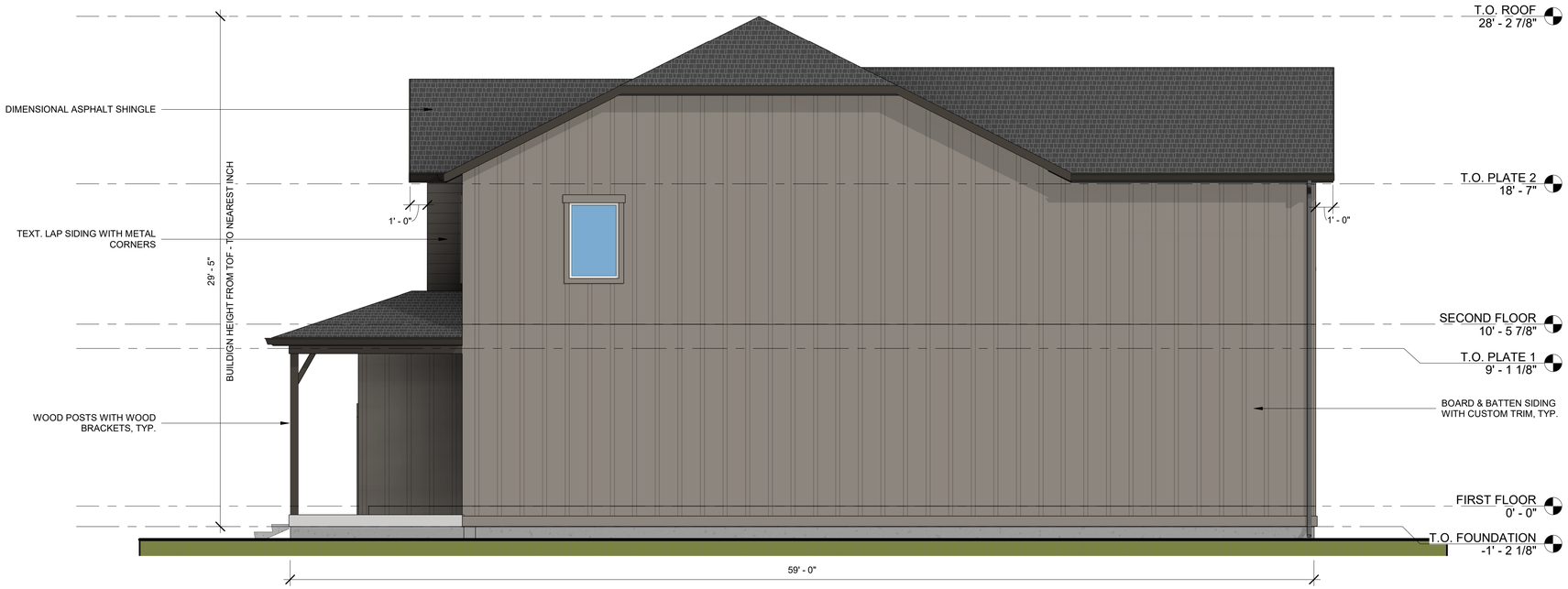
BUILDING ELEVATION -ROWLING FARMHOUSE

Product Type	35 FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A212

Scale	1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 5 - ROWLING

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

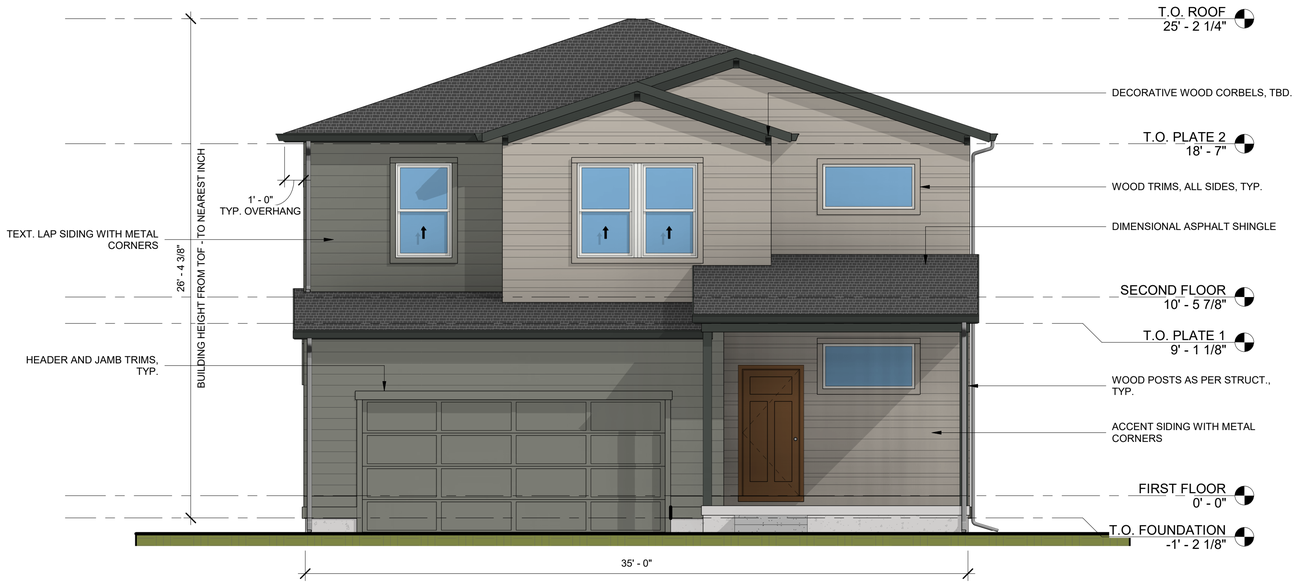
No.	Description	Date

BUILDING ELEVATIONS -ROWLING FARMHOUSE

Product Type	35 FT
Date	10/06/2021
Drawn by	OS
Checked by	AM/DW

A213

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"

2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 5 - ROWLING

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

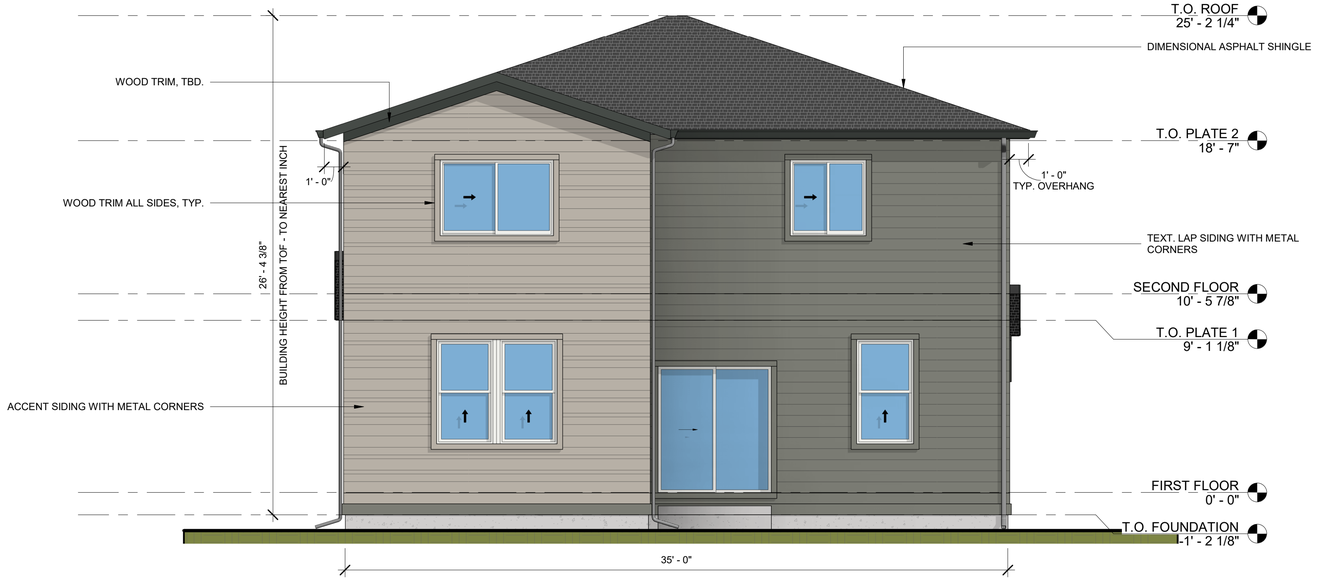
No.	Description	Date

BUILDING ELEVATIONS -ROWLING CRAFTSMAN

Product Type	35FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A214

Scale	1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"

2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 5 - ROWLING

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

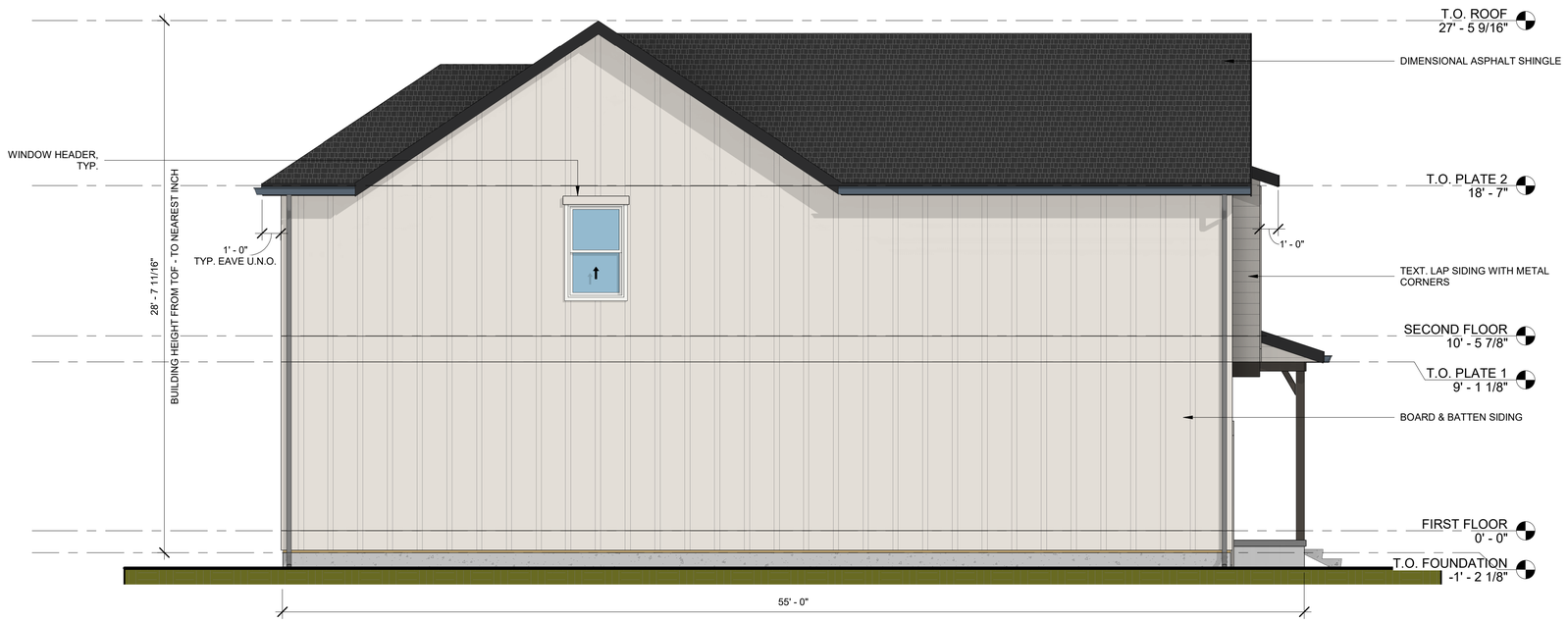
BUILDING ELEVATIONS
-ROWLING CRAFTSMAN

Product Type	35FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A215

Scale	1/4" = 1'-0"

1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 6 - TWAIN

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

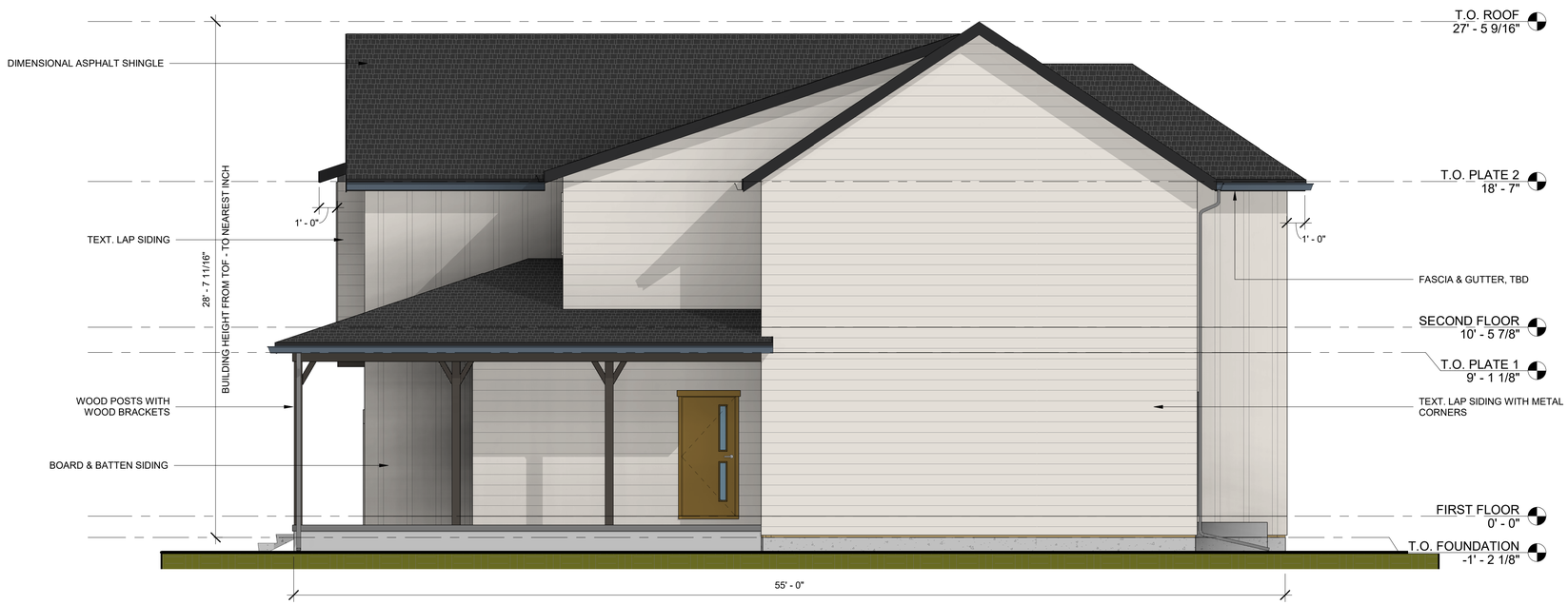
BUILDING ELEVATIONS -TWAIN FARMHOUSE

Product Type	35FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A216

Scale	1/4" = 1'-0"

1 REAR ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 6 - TWAIN

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

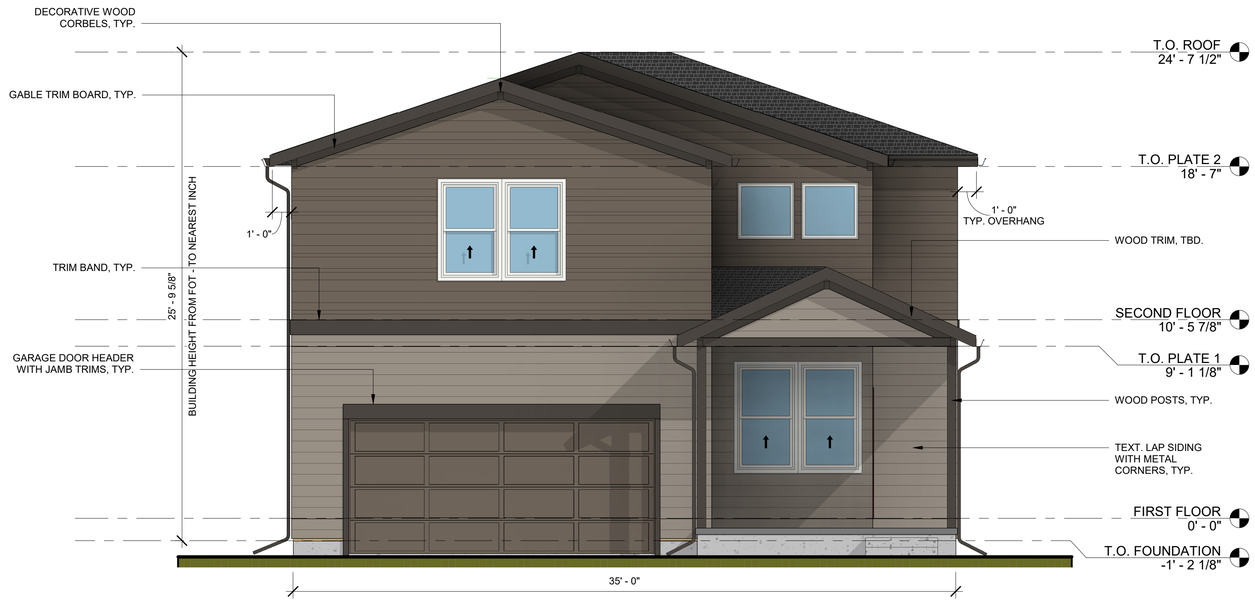
No.	Description	Date

BUILDING ELEVATIONS
-TWAIN FARMHOUSE

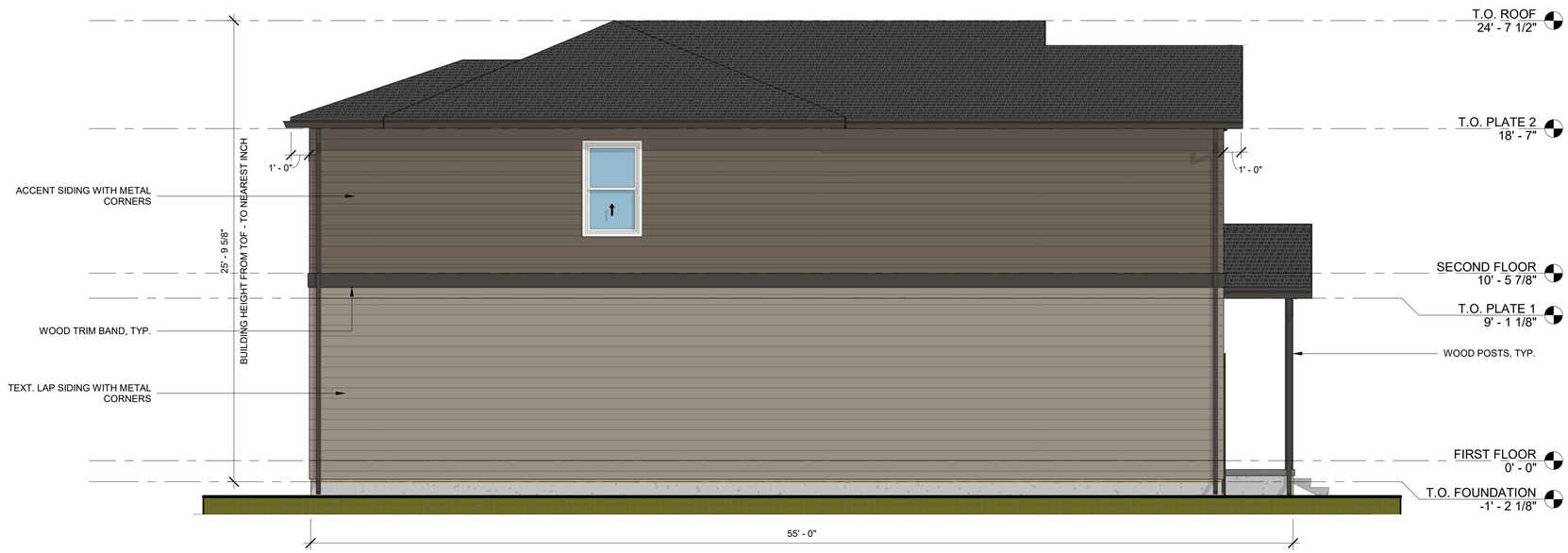
Product Type	35FT
Date	10/06/2021
Drawn by	OS
Checked by	AM/DW

A217

Scale	1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES PLAN 6 - TWAIN

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

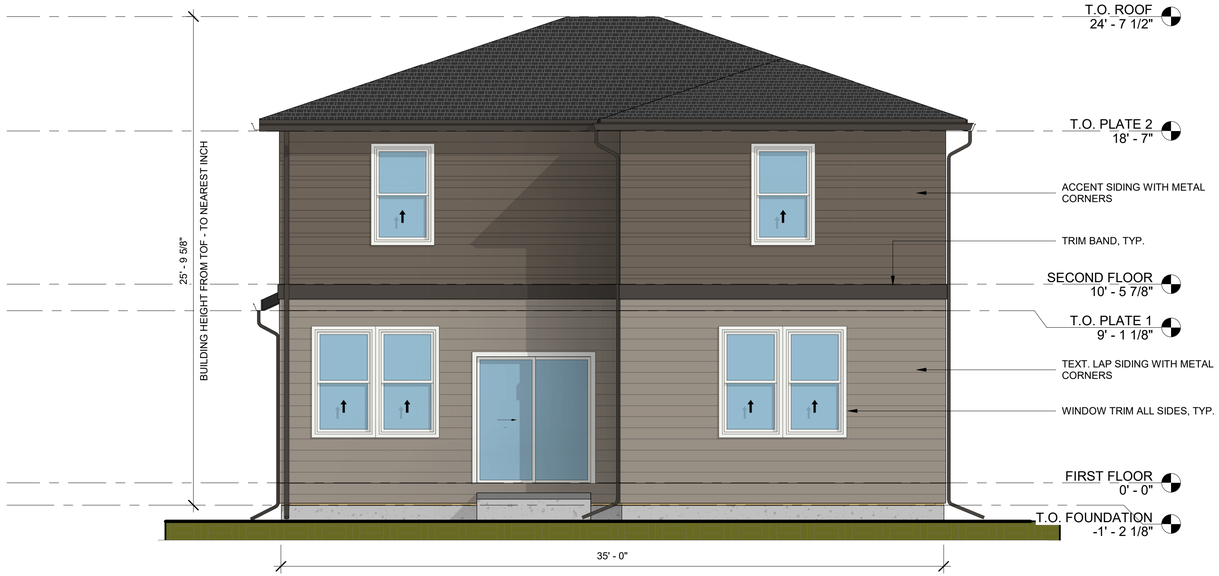
No.	Description	Date

BUILDING ELEVATIONS -TWAIN CRAFTSMAN

Product Type	35FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A218

Scale	1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"

2 RIGHT ELEVATION
1/4" = 1'-0"

HARTFORD HOMES

HARTFORD HOMES
PLAN 6 - TWAIN

NOTE: PRELIMINARY ARCHITECTURAL RENDERINGS - FINAL DESIGN SUBJECT TO CHANGE

No.	Description	Date

BUILDING ELEVATIONS
-TWAIN CRAFTSMAN

Product Type	35FT
Date	10/06/2021
Drawn by	O.S.
Checked by	AM/DW

A219

Scale 1/4" = 1'-0"

Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Public Hearing and Consideration of Final Development Plan and Subdivision Plat of The Granary Subdivision, Filing 1**
DESCRIPTION:	Proposed 287 lot residential subdivision within the overall 925-lot Granary PUD
LOCATION:	West of Telep Ave. and North of Weld CR 46
APPLICANT:	Hartford Acquisitions
STAFF:	Justin Currie, Planner II
HEARING DATE:	January 12, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan

PROJECT SUMMARY

The Granary ODP and Preliminary Development Plan/Plat, approved in 2021, outline a proposed neighborhood of 925 single-family detached units with enhanced east-west multi-modal sidewalks, three community parks and playgrounds as well as significant open space with over 4 1/2 miles of trails. Filing 1, will include 287 lots (31% of proposed total) and a 1.5-acre park area along with a portion of the trail system in the east portion of Granary. The single-family lots are proposed to have the following typical sizes: 152 lots at 45’x110’ (4,950 sf) and 137 lots at 55’x110’ (6,050 sf). Five different floorplans and architectural elevations will create a diverse neighborhood feel. Architectural elevations and plot plans have been provided with the submittal and are currently under review by Town staff to ensure compliance with Town design standards along with the previously approved ODP.

The landscape design intent for The Granary is to create a planned community that incorporates water conservation through appropriate landscaping techniques and plant species selection. The Granary will utilize low water plant species in both the turf areas as well as shrub beds with covenant-enforced landscape restrictions on the single-family lots. Native seed species with comprise the seed mix for the larger open spaces.

Transportation and traffic flow through and around the development includes a modified collector street section allowing for a 9-foot-wide multi-modal detached sidewalk. All homes are served and

accessed by local public streets. Two of the four enhanced entrances, on the east and southeast, will be constructed for access with this first filing. The entry points will re-purpose the existing barn along Telep Ave and relocate one of the existing silos as entry monuments/signage at the south east entrance.

Zoning: PUD-R (Residential)

ADJACENT ZONING & LAND USE

North	Weld Co. 'A': Ag/Undeveloped
East	PUD-R (Remaining Granary PUD land)
South	Weld Co. 'A' - Ag/Undeveloped
West	Weld Co. 'A' – Ag/Undeveloped

PROPERTY LAND USE HISTORY

This property has historically been agricultural use, in Weld County. The property was annexed into the Town in two phases, first the eastern portion with the Keto 161 Annexation in 2006 (Ord. 2006-776) and second the western portion with the Maplewood Acres Annexation in 2009 (Ord. 2009-100). The Granary ODP, which established the underlying zoning, land uses, and some additional design guidelines were approved in January 2021 (Ord. 2021-193)

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, December 23, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. NO public comments have been received by Staff as of the date of publication of this report.

Neighborhood meetings were held in association with the Outline Development Plan, in 2020.

STAFF ANALYSIS

The proposed Preliminary/Final Subdivision Plat and Development Plan meet the development standards of The Granary ODP and meet the Future Land Use goals of the Town of Johnstown 2021 Comprehensive Plan. The Comprehensive Plan calls for this area to be Low Density/Intensity, The Granary Filing 1 meets the intent, desired character and uses of the Comprehensive Plan designation.

Filing 1 will result in Town utilities being constructed to/through this initial phase of the development, as well as complete the adjacent roadway improvements for the project frontages along Telep Ave., and Weld CR 46. Additional improvements and infrastructure will be forthcoming with future phases/filings of the development.

A segment of the Hillsborough Ditch runs north-south through this Filing 1 site, and the ditch will be improved and realigned, to some degree, with improvements proposed by this development. The ditch company has been very involved in plan reviews, and ditch company approval and crossing agreements will be required to be able to proceed with construction. The Town will be a party to the final crossing

agreements, where they affect any public improvements (streets, utilities), and the Town Attorney will be involved with those negotiations.

Town Staff and Staff has no significant outstanding concerns and believes this subdivision will promote the Town's goals of efficient development patterns and extension of infrastructure. Final revisions to plans and reports may still be needed, but overall design issues have largely been resolved.

The Johnstown Review Committee reviewed this submittal multiple times, as revisions have been made. Additional revisions are required, and a recommended condition to this effect is included, but are more technical in nature and are not anticipated to require additional design changes to the overall development plans or plat. External referral agencies included: Front Range Fire and Rescue, The Hillsborough Ditch Co, and Little Thompson Water District. Additional referrals were sent to the school district, and utility providers in this service area.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested development plans and subdivision plat for The Granary Filing 1 Subdivision be approved based upon the following findings:

1. The proposed project is consistent with the Town of Johnstown Comprehensive Plan.

2. The proposed project is in substantial compliance with the Town's codes, regulations, and requirements.

3. The proposed project will allow a more flexible approach to development of the large acreage, while meeting the needs of the community as it develops.

Recommended Motion to Approve with Conditions

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the final subdivision plat for The Granary Filing 1 Subdivision furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval with Conditions based upon the findings as stated above, and the following conditions:

1. Prior to construction of any public or private development improvements, Town-approval of all required plans, reports, and permits shall be obtained, and all necessary agreements with the Town shall be executed, approved, and recorded.

2. Final plans and agreements with the Hillsborough Ditch Company must be finalized prior to any construction occurring with this Development.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of The Granary Filing 1 Subdivision final development plans and subdivision plat based upon the following findings…"

Planner:

Justin Currie, Planner II

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2022

SUBJECT: Subdivision Development and Improvement Agreement – The Granary, Filing 1, Hartford Investments, LLC

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement – The Granary, Filing 1, Hartford Investments, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Justin Currie, Planner II

ITEM DESCRIPTION:
The Developer, Hartford Investments, LLC, has requested approval of a final subdivision plat and development plans for 145 single family detached homes, in The Granary Filing 1 Subdivision, as part of The Granary PUD.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans.

Exhibit B-3 details several substantive obligations of the Developer, including:

- Installation of a 15-inch sanitary sewer main from north to south, to connect to the Town's interceptor proposed in CR 46, with Town reimbursement for pipe oversizing.
- 50% participation in the signal at the future intersection of Roosevelt & Colorado Blvd
- Paving of CR 46, to include a western extension to Colorado Blvd.
- Reimbursement of railroad Crossing License fees
- Hillsborough Ditch realignment – plan approvals and agreements

Staff also notes that the few modifications made to the master template have been included in that Exhibit B-3 to succinctly clarify those changes upon future review and audit of the agreement. These minor proposed revisions are fairly commonplace in our templates, such as permitting some number of model homes as early permitting and addressing future assignment of obligations.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for The Granary Filing 1, with Hartford Investments, LLC.

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement for The Granary Filing 1.

For Denial
I move to deny the Subdivision Development and Improvement Agreement for The Granary Filing 1.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (THE GRANARY FILING ONE)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the "Town") and **Hartford Investments, LLC,** a Colorado limited liability corporation (the "Developer").

WITNESSETH:

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 The Granary Filing One ("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 2022-____, 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.

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 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

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

1.4 **"Code"** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

1.5 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.6 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.7 **"Maintenance Guarantee"** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

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

1.9 "**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.

1.10 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.11 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to

public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

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

1.13 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

1.14 **"Town"** shall mean the Town of Johnstown, Colorado.

1.15 **"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 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.

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. 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 seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 600-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 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town 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:*** 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 furnish to the Town a bond in the form approved by the Town, cash escrow deposited with the Town, or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping 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, 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. For clarity, the Private Improvements referenced herein do not apply to yard improvements, which are anticipated to be installed by homeowners.

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

fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer or the Granary Metropolitan District Nos. 1-9, or any of them (collectively or singularly, 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 bond in the form approved by the Town, cash escrow deposited with the Town, or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. 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. Notice of Final Acceptance and all releases shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***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 or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

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 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 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 or install water meters 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; and (8) 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. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

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.

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. 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 insured 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 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.

10.5 ***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 process and complete the Development.

10.6 ***Colorado Governmental Immunity Act:*** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, its employees, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

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

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever

additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

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

MISCELLANEOUS

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

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

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

13.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home,

the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or 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:
HARTFORD INVESTMENTS, LLC
Attention: Landon Hoover
4801 Goodman Rd.
Timnath, CO 80547
Email: landon@hartfordco.com

TO TOWN:
TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

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

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

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

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

13.12 ***No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

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

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

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

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.

[Remainder of page intentionally left blank.]

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 _____, 2022.

HARTFORD INVESTMENTS, LLC
A COLORADO LIMITED LIABILITY COMPANY

By: HARTFORD HOMES, LLC
A COLORADO LIMITED LIABILITY COMPANY, LLC
ITS: MANAGER

By: _____
Name: Patrick McMeekin
Title: President of Land

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 11th day of March, 2022, by Patrick McMeekin, as the President of Land of Hartford Homes, LLC a Colorado Limited Liability Company, Manager of Hartford Investments, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 1-23-2026

Jennifer Pierce
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20184003996
MY COMMISSION EXPIRES 01/23/2026

Jennifer Pierce
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

The Agreement is approved as to form and as to the agreements and obligations contained therein related to the Granary Metropolitan District Nos. 1-9

GRANARY METROPOLITAN DISTRICT
NOS. 1-9

By: _____
President

Attest:

_____
Secretary

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(THE GRANARY FILING ONE)

EXHIBITS

TABLE OF CONTENTS

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

EXHIBIT A

LEGAL DESCRIPTION
(Property)

The Granary Filing One

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS, ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

THE GRANARY FILING ONE

PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT HARTFORD INVESTMENTS LLC, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS; ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

PARCEL CONTAINS 6,781,848 SQUARE FEET OR 155.690 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF THE GRANARY FILING ONE AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

BASIS OF BEARING: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 IS ASSUMED TO BEAR S 00°17'44" W AND DISTANCE OF 2630.95', MONUMENTED AT THE NORTH BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "LS 26606" IN MONUMENT BOX AND AT THE SOUTH BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "PLS 38638" WITH ALL OTHER BEARINGS RELATIVE THERETO.

HARTFORD INVESTMENTS LLC

BY_____

STATE OF _____)
)SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2022 BY _____, AS _____ OF HARTFORD INVESTMENTS LLC

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:_____

_____
NOTARY PUBLIC

GENERAL NOTES

1) THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.

2) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.

4) CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.

5) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).

6) SUBJECT TO PRIOR WRITTEN AGREEMENT BETWEEN OWNER AND HILLSBOROUGH CONSOLIDATED DITCH COMPANY ('DITCH COMPANY') RECORDED AS RECEPTION NUMBER_____ ON _____, 20__ IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, THAT PORTION OF THE CONSOLIDATED HILLSBOROUGH DITCH RIGHT OF WAY DEPICTED ON THE MAP STATEMENT RECORDED AT BOOK 23, PAGE 510 LOCATED WITHIN THE BOUNDARIES OF THE GRANARY SUBDIVISION AS PLATTED HEREIN IS HEREBY VACATED AND REPLACED WITH THE EASEMENT DESCRIBED IN THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY STATEMENT ABOVE AND AS PARTICULARLY SET FORTH ON THIS PLAT.

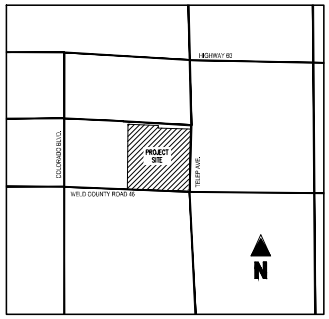
7) NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT AS TO THE DITCH COMPANY USE, OPERATION AND MAINTENANCE, THERE SHALL BE NO PERMITTED, AUTHORIZED OR ALLOWED PUBLIC OR PRIVATE ACCESS OR USE OF ANY TYPE TO OR UPON THE DITCH EASEMENT, EXCEPT AS OTHERWISE AGREED TO BY DITCH COMPANY IN WRITING.

8) CONSTRUCTION OF THE PROPOSED FENCING OF THE HILLSBOROUGH DITCH, MAINTENANCE AND OPERATION EASEMENT SHALL BE COMPLETED AND MAINTAINED ACCORDING TO PRIOR WRITTEN AGREEMENT WITH DITCH COMPANY RECORDED AS RECEPTION NUMBER, _____ ON _____, 20__ IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER

9) ALL FUTURE DEVELOPMENT WITHIN THE GRANARY SUBDIVISION (ALL FILINGS) DIRECTLY INVOLVING OR ADJACENT TO THE DITCH SHALL BE SUBJECT TO PRIOR WRITTEN APPROVAL OF DITCH COMPANY.

10) IT IS UNDERSTOOD THAT THE DITCH EMBANKMENTS ARE UNLINED AND OF EARTHEN CONSTRUCTION; THEREFORE, BREAKS, LEAKS, SEEPAGE AN/OR OVERFLOW FROM THE DITCH MAY OCCUR. OWNER AND ALL OF OWNER'S SUCCESSORS AND ASSIGNS OF THE LANDS WITHIN THE GRANARY SUBDIVISION ASSUME ALL RISKS ASSOCIATED WITH SUCH BREAKS, LEAKS, SEEPAGE AND/OR OVERFLOW AND WAIVE AND DISCLAIM ANY AND ALL CLAIMS, WHETHER EXISTING OR POTENTIAL, AGAINST DITCH COMPANY, ITS AGENTS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL LOSS, DAMAGE OR INJURY (INCLUDING DEATH), RESULTING FROM BREAKS, LEAKAGE, SEEPAGE AND/OR OVERFLOW FROM THE DITCH.

11) THE ABOVE NOTES 6, 7, 8, 9 AND 10 SHALL BE COVENANTS RUNNING WITH ALL LANDS OF THE GRANARY SUBDIVISION (ALL FILINGS) AND SHALL BE EXPRESSLY SET FORTH IN THE SUBDIVISION COVENANTS AND THE DEVELOPMENT AGREEMENT FOR THE GRANARY SUBDIVISION, AND ANY/ALL SUBSEQUENT AMENDMENTS, MODIFICATIONS OR VERSIONS SHALL REQUIRE DITCH COMPANY'S WRITTEN APPROVAL, EVIDENCE BY SIGNATURE ON THE DOCUMENTS.



VICINITY MAP
NOT TO SCALE

PLAT NOTES

1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

3) STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING 'NO PARKING/FIRE LANE' SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.

4) FENCING: LOTS THAT BACK TO OR OTHERWISE ABUT OPEN SPACE AREAS ARE RESPONSIBLE FOR CONSTRUCTION OF REQUIRED SPLIT-RAIL FENCING PER THE GRANARY DESIGN GUIDELINES.

5) STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

6) DRIVES. PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)

7) DRAINAGE LIABILITY. THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT. OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF A FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.

8) LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN. AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

9) SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL AND/OR TREE CANOPIES LOWER THAT 7' ABOVE ADJACENT STREET GRADE OR AS REQUIRED BY CURRENT TOWN CODE OR SPECIFICATIONS.

OWNER AND DEVELOPER

HARTFORD INVESTMENTS, LLC
PATRICK MCMEEKIN
4801 GOODMAN ST.
TIMNATH, CO 80547

SITE ENGINEER

GALLOWAY & COMPANY
JAMES PRELOG
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

SURVEYOR

GALLOWAY & COMPANY
JOSHUA J. MCCABE
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THE GRANARY FILING ONE, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2022.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED AND OR VACATED AS SHOWN ON THIS PLAT

_____
HILLSBOROUGH CONSOLIDATED DITCH COMPANY

MAINTENANCE NOTE:

MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

GENERAL OVERLOT DRAINAGE NOTE:

LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

CONSOLIDATED HILLSBOROUGH DITCH COMPANY STATEMENT:

THE UNDERSIGNED OWNER AND DEVELOPER, ITS SUCCESSORS AND ASSIGNS, ('UNDERSIGNED') DOES HEREBY DEDICATE, GRANT AND CONVEY TO THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY ALL EASEMENTS AS LAID OUT, SHOWN, AND/OR DESIGNATED AS SUCH ON THIS PLAT FOR THE USE, OPERATIONS, MAINTENANCE, INSPECTION, REPAIR, OR REPLACEMENT OF AN IRRIGATION DITCH AND ASSOCIATED OR APPURTENANT MAINTENANCE AREAS, ROADS, EQUIPMENT, STRUCTURES OR FACILITIES, INCLUDING ALL RIGHTS NECESSARY AND INCIDENT TO THE FULL AND COMPLETE USE AND ENJOYMENT OF THE DITCH RIGHT OF WAY AND EASEMENTS FOR THE PURPOSES HEREIN GRANTED ('DITCH'). NO PERMANENT OR TEMPORARY BUILDING, STRUCTURES, IMPROVEMENTS, SIDEWALKS, TREES OR OTHER LANDSCAPING ('OBSTRUCTIONS') SHALL BE INSTALLED, CONSTRUCTED, ALLOWED, OR PERMITTED BY THE UNDERSIGNED ON THE EASEMENTS EXCEPT AS EXPRESSLY APPROVED IN THIS PLAT OR UNDER SEPARATE WRITING EXECUTED BY THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY. THE CONSOLIDATED HILLSBOROUGH DITCH COMPANY SHALL HAVE THE RIGHT TO REMOVE SUCH OBSTRUCTIONS WITHOUT ANY LIABILITY FOR DAMAGES, INJURY, REPAIR, OR REPLACEMENT THEREOF.

THE APPROVAL AND RECORDING OF THIS PLAT SHALL BE CONDITIONED UPON THE PRIOR EXECUTION OF AN AGREEMENT WITH CONSOLIDATED HILLSBOROUGH DITCH COMPANY ALLOWING FOR AND ADDRESSING THE RE-ALIGNMENT OF THE EXISTING IRRIGATION DITCH IN CONFORMANCE WITH THE NEW DITCH AS SET FORTH ON THIS PLAT.

ALL CROSSINGS OF AND/OR ENCROACHMENTS AND/OR ENCUMBRANCES UPON THE DITCH IN CONNECTION WITH THE GRANARY SUBDIVISION SHALL REQUIRE THE EXECUTION OF A CROSSING AGREEMENT WITH CONSOLIDATED HILLSBOROUGH DITCH COMPANY PRIOR TO CONSTRUCTION OF ANY TYPE, MODIFICATION AND/OR INSTALLATION OF SUCH CROSSING.

ANY AND ALL MODIFICATIONS TO THE DITCH MUST BE APPROVED BY CONSOLIDATED HILLSBOROUGH DITCH COMPANY VIA WRITTEN AGREEMENT THAT INCLUDES AN EASEMENT FOR OPERATION AND MAINTENANCE OF THE DITCH BEING A MINIMUM WIDTH OF APPROXIMATELY ONE HUNDRED AND SIXTY (160) FEET, MORE OR LESS.

ANY STORMWATER OR DRAINAGE DISCHARGES INTO THE DITCH THAT EXCEED HISTORIC CONDITIONS, REGARDLESS OF THE STORM EVENT FREQUENCY OR DURATION, MUST BE APPROVED BY CONSOLIDATED HILLSBOROUGH DITCH COMPANY VIA WRITTEN AGREEMENT.

CONSOLIDATED HILLSBOROUGH DITCH COMPANY

_____
BY: AS:

SURVEYOR'S CERTIFICATION:

I, JOSHUA J. MCCABE, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THE GRANARY FILING ONE WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2022.

_____
JOSHUA J. MCCABE
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38638
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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

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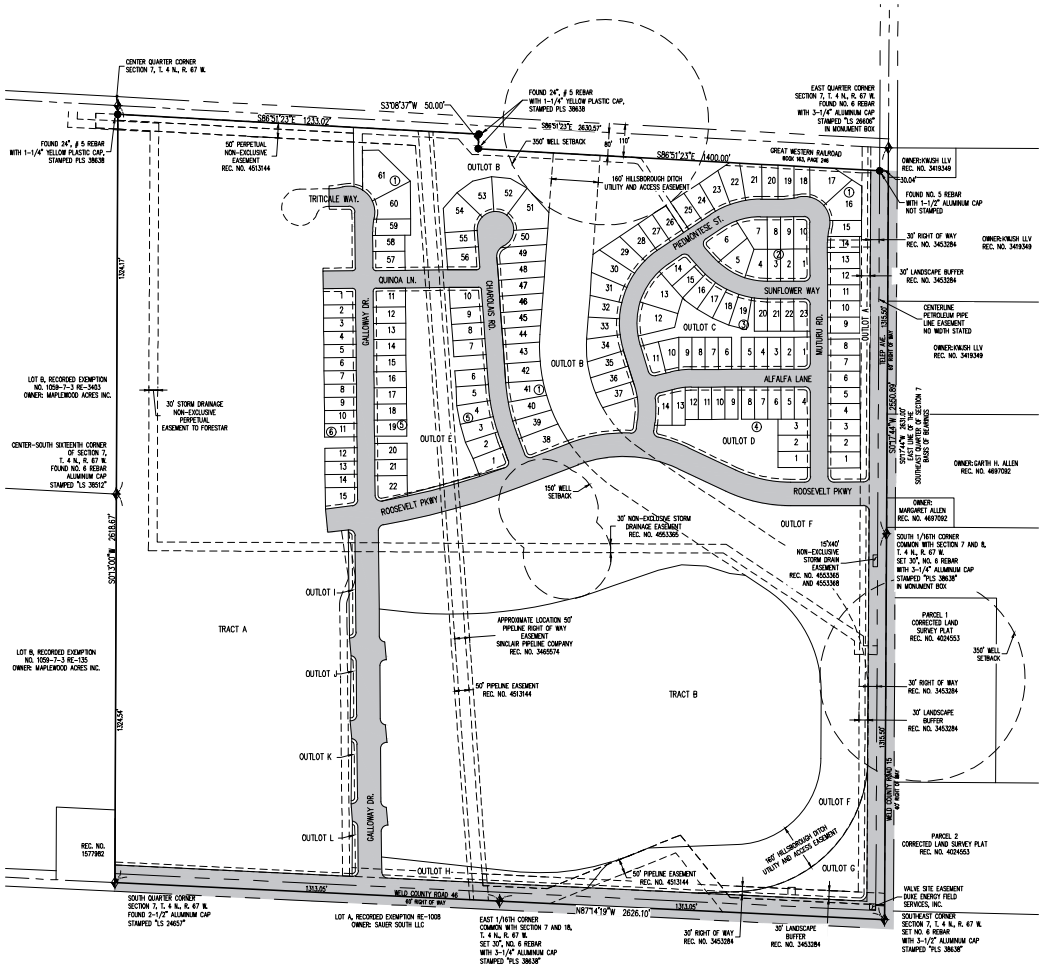
THE GRANARY FILING ONE
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

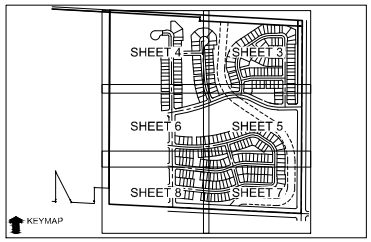
#	Date	Issue / Description	Init.
1	10/13/2021	TOWN COMMENTS	AN
2	12/22/2021	TOWN COMMENTS	AN
3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000225.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE

PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO





LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- AUQIOT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. — RECEPTION NUMBER
- BLOCK NUMBER
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT

N

0 50 100 200
SCALE: 1"=200'

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THE GRANARY FILING ONE

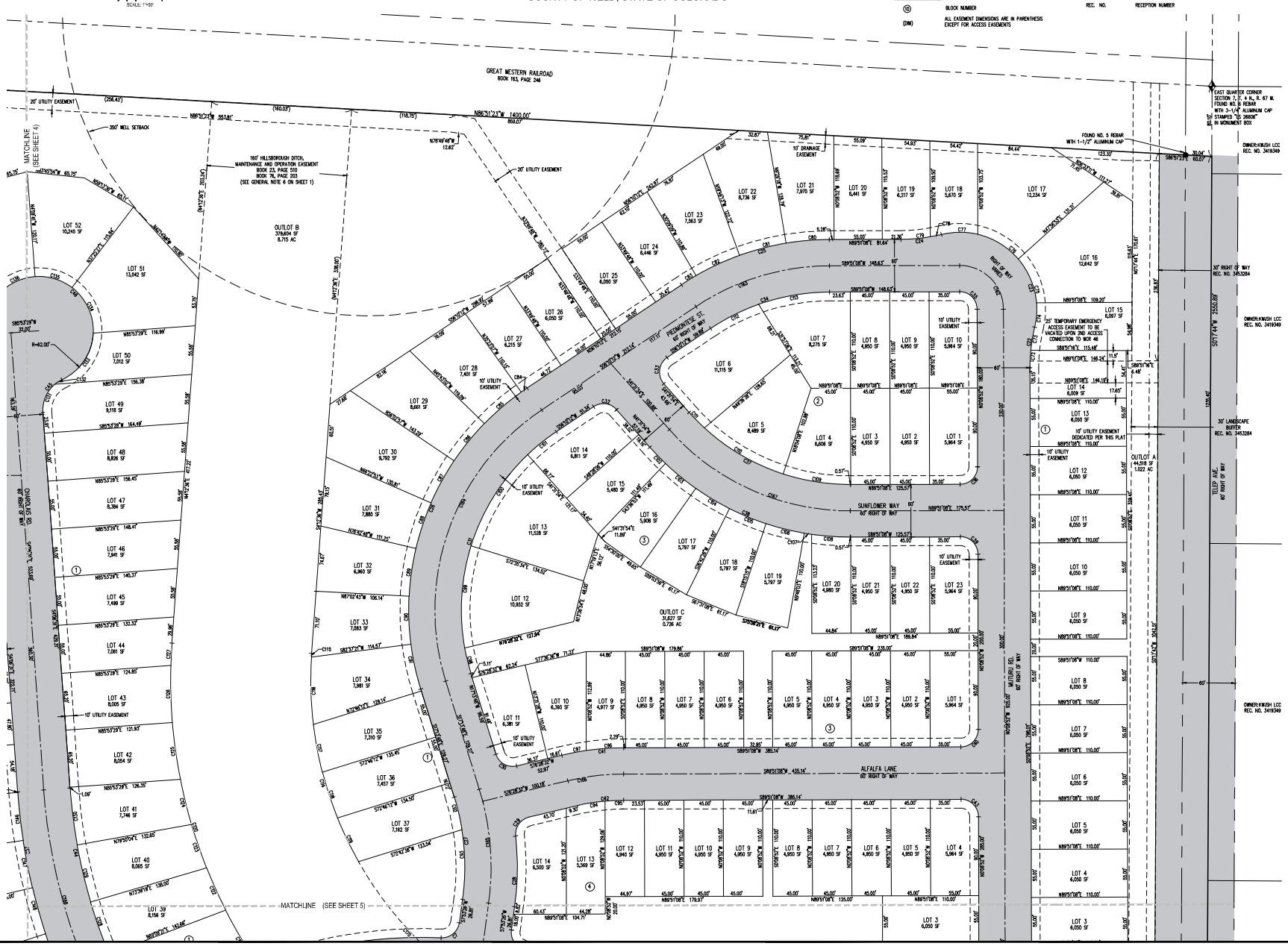
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 29638" UNLESS OTHERWISE NOTED
- AUGUOT CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- (10) BLOCK NUMBER
- (DIM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. RECEPTION NUMBER



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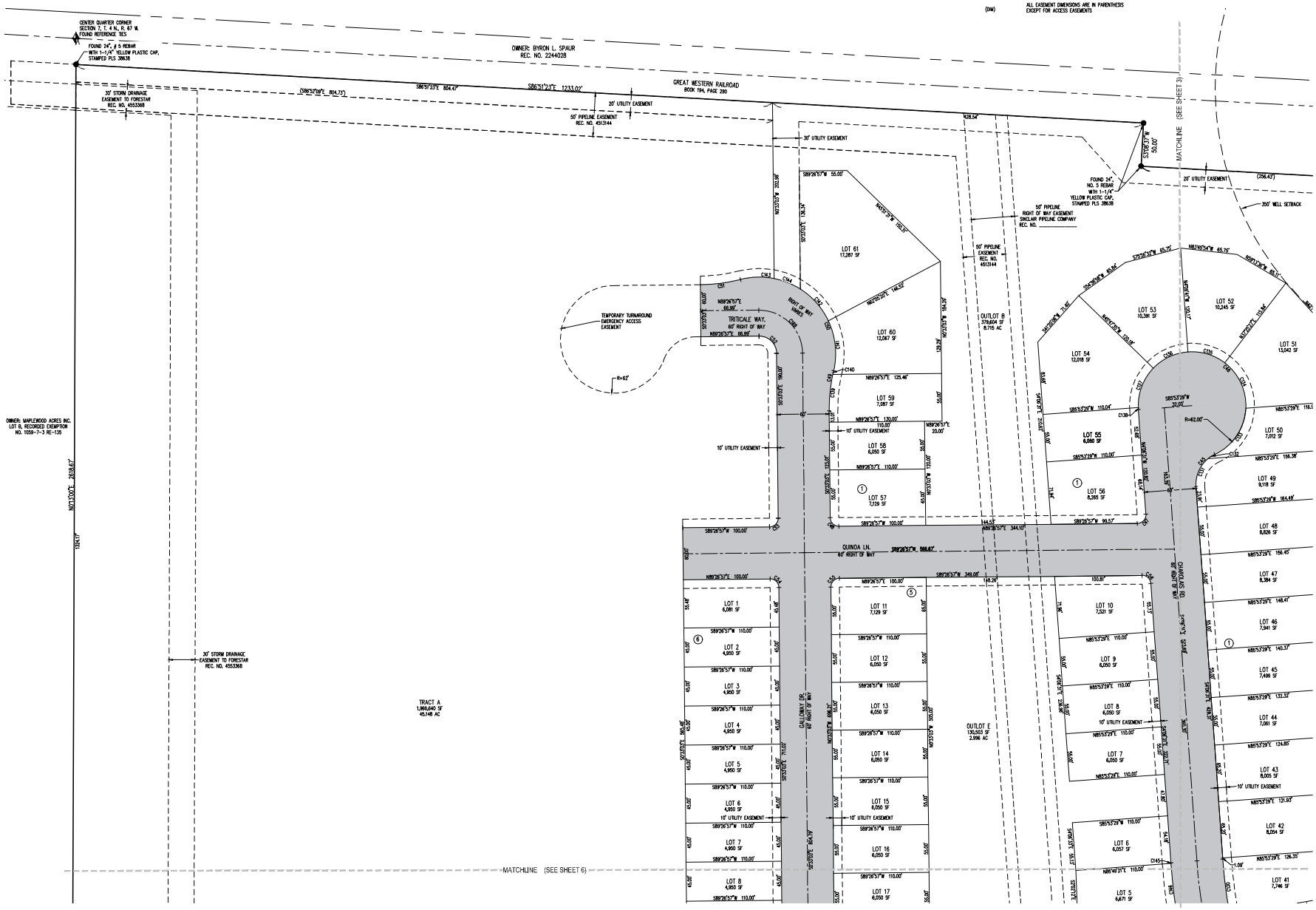
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALIQUOT CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- (10) BLOCK NUMBER
- (DIM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. RECEPTION NUMBER



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THE GRANARY FILING ONE

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	10/13/2021	TOWN COMMENTS	AN
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3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000225.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE

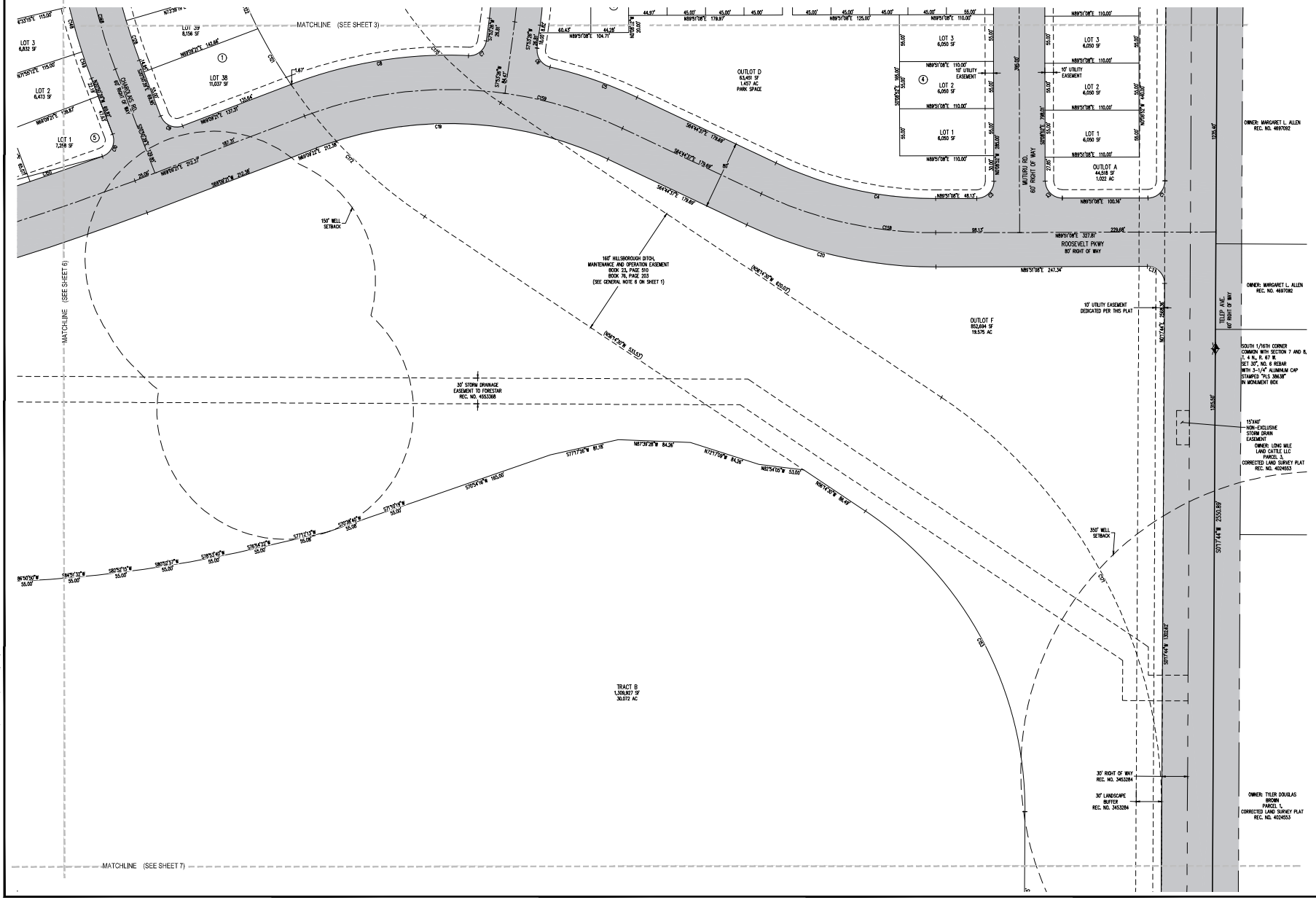
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALIQUOT CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- BLOCK NUMBER
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. — RECEPTION NUMBER
- ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS



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THE GRANARY FILING ONE

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000225.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE

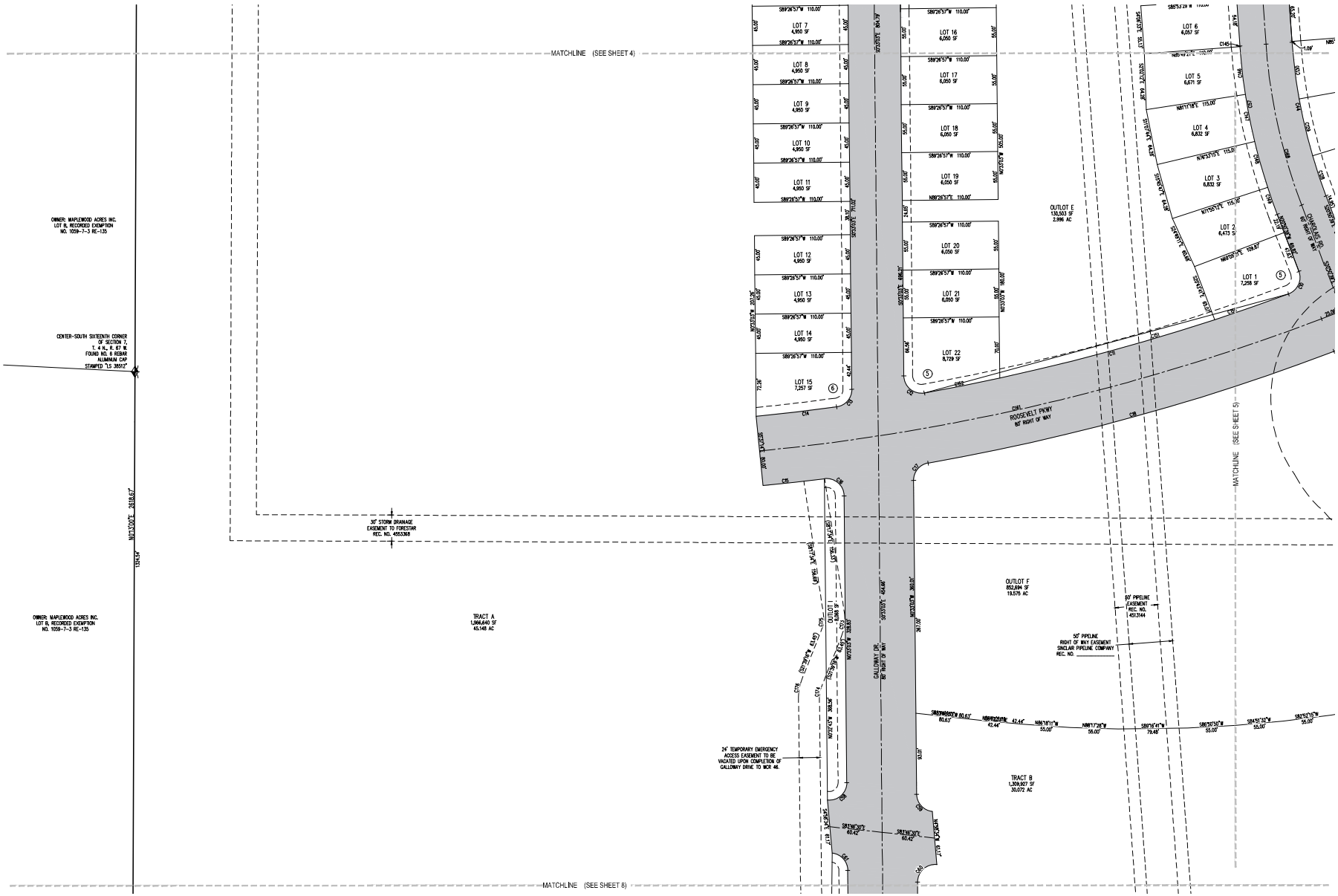
PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

0 10 20 50
SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 30618" UNLESS OTHERWISE NOTED
- ALIQUOT CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- (10) BLOCK NUMBER
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. RECEPTION NUMBER
- (DIM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS



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THE GRANARY FILING ONE

PART OF THE SOUTH HALF OF SECTION 7,
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COUNTY OF WELD, STATE OF COLORADO

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1	10/13/2021	TOWN COMMENTS	AN
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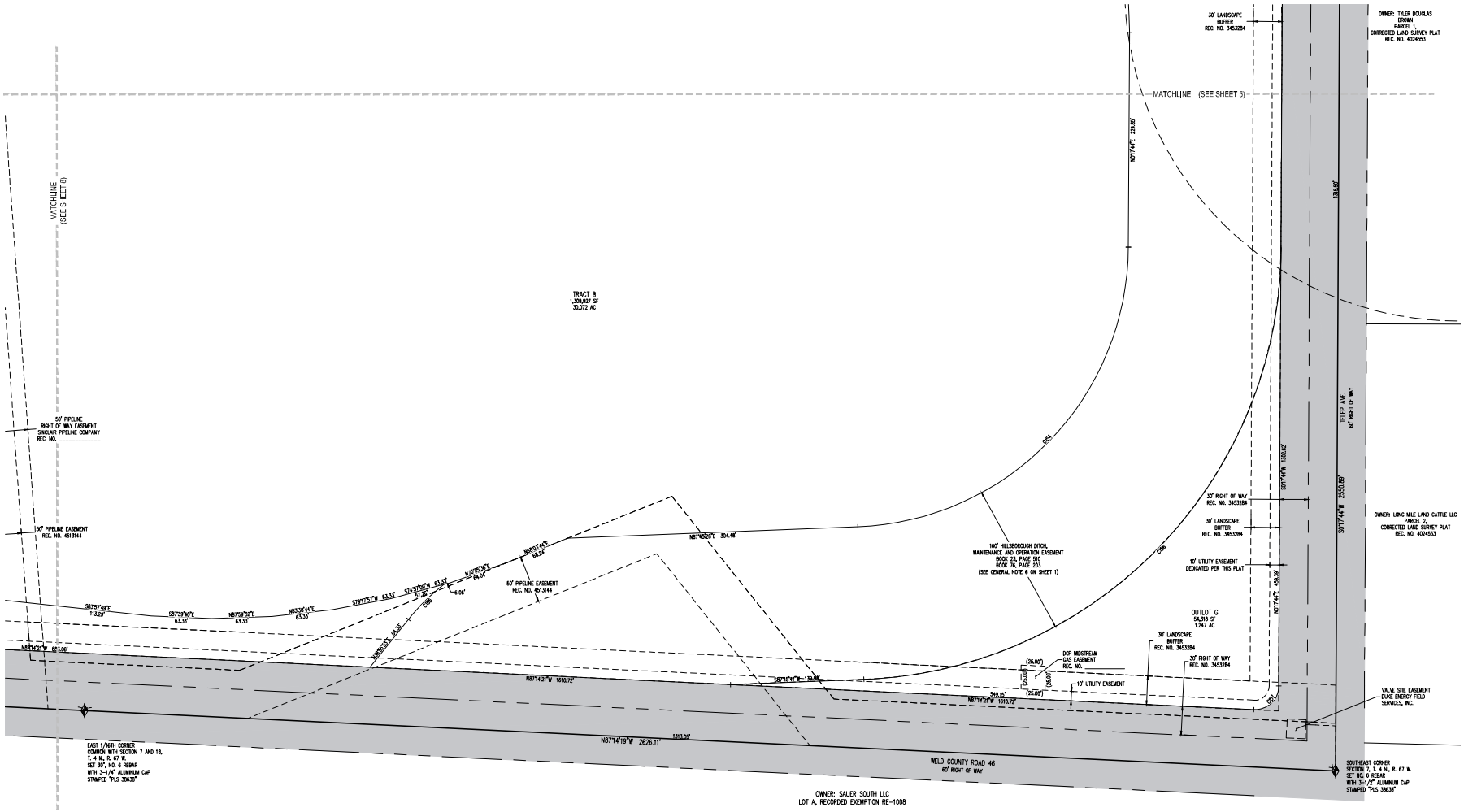
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

N

SCALE: 1"=50'

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- AUGUST CORNER (AS DESCRIBED)
- PUBLIC RIGHT OF WAY DEDICATED WITH THIS PLAT
- BLOCK NUMBER
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RIGHT OF WAY
- REC. NO. RECEPTION NUMBER
- (DIM) ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS EXCEPT FOR ACCESS EASEMENTS



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THE GRANARY FILING ONE

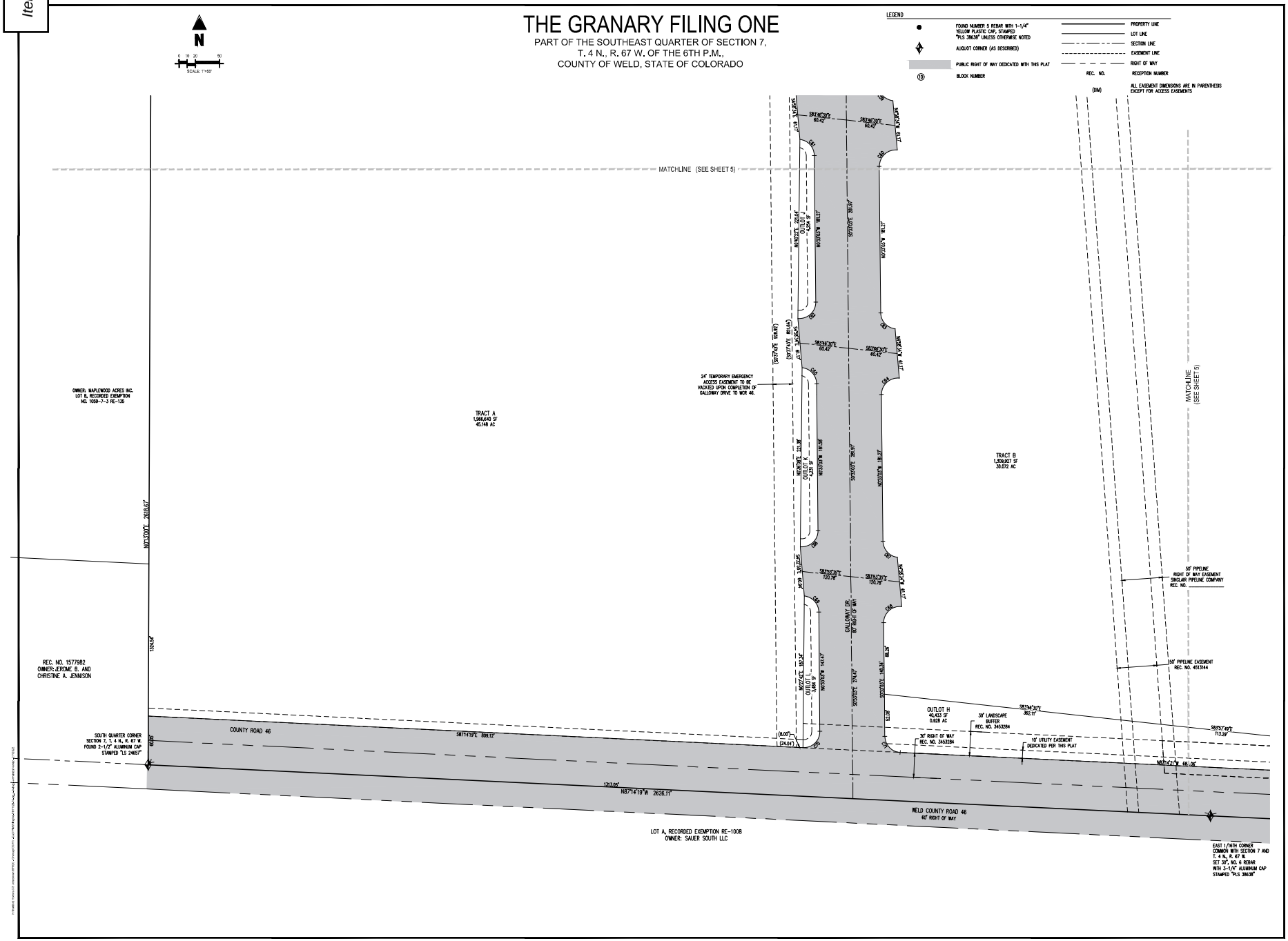
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	10/13/2021	TOWN COMMENTS	AN
2	12/22/2021	TOWN COMMENTS	AN
3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000225.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

THE GRANARY FILING ONE

PART OF THE SOUTHEAST QUARTER OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



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T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	89°33'24"	31.26	20.00	N45°04'26"E	28.17
C2	90°00'00"	31.42	20.00	S45°08'52"E	28.28
C3	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C4	25°24'15"	192.87	435.00	S77°36'46"E	191.30
C5	12°00'13"	107.89	515.00	S70°44'43"E	107.69
C6	84°38'15"	29.54	20.00	S34°25'41"E	26.93
C7	84°38'15"	29.54	20.00	N50°12'33"E	26.93
C8	23°22'30"	210.08	515.00	N80°50'32"E	208.63
C9	90°00'00"	31.42	20.00	S65°50'39"E	28.28
C10	90°35'08"	31.62	20.00	N24°26'55"E	28.43
C11	100°54'48"	433.50	2460.00	N74°47'23"E	432.94
C12	99°36'41"	34.77	20.00	S50°21'23"E	30.55
C13	82°46'46"	28.89	20.00	N40°46'50"E	26.44
C14	270°03"	93.06	2460.00	S83°17'44"W	93.06
C15	1°36'04"	70.98	2540.00	N83°34'44"E	70.98
C16	96°46'15"	33.74	20.00	S48°53'11"E	29.88
C17	80°36'59"	28.14	20.00	S39°46'27"W	25.88
C18	105°41'36"	483.65	2540.00	S74°36'38"W	482.92
C19	46°08'02"	350.00	435.00	N87°47'38"W	340.64
C20	25°24'15"	228.34	515.00	N77°36'46"W	226.48
C21	90°29'56"	31.59	20.00	N44°57'14"W	28.41
C22	123°31'11"	46.71	196.50	N6°39'43"E	46.60
C23	117°14'21"	180.07	88.00	N45°08'52"W	150.26
C24	123°31'11"	46.71	196.50	S83°02'33"W	46.60
C25	33°40'55"	179.30	305.00	S73°00'40"W	176.73
C26	73°24'01"	390.73	305.00	S19°28'13"W	364.55
C27	25°07'14"	118.38	270.00	S4°40'11"E	117.43
C28	14°04'01"	81.02	330.00	S25°12'25"W	80.82
C29	82°39'07"	28.85	20.00	S35°08'58"W	26.41
C30	86°17'40"	30.12	20.00	S60°22'38"E	27.36
C31	73°24'01"	313.86	245.00	S19°28'13"W	292.84
C32	82°17'54"	28.73	20.00	N82°40'51"W	26.32
C33	97°42'06"	34.10	20.00	S71°19'09"W	30.12
C34	33°40'55"	144.03	245.00	N73°00'40"E	141.96
C35	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C36	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C37	48°36'58"	207.89	245.00	N65°50'23"W	201.71
C38	48°36'58"	258.80	305.00	N65°50'23"W	251.10
C39	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C40	90°00'00"	31.42	20.00	N44°51'08"E	28.28
C41	13°22'36"	71.21	305.00	N83°06'50"E	71.05
C42	13°22'36"	57.20	245.00	S83°06'50"W	57.07
C43	90°00'00"	31.42	20.00	N45°08'52"W	28.28
C44	16°46'08"	181.10	620.00	N12°28'35"W	180.45
C45	68°53'59"	45.70	38.00	N30°03'23"E	42.99
C46	246°53'59"	269.34	62.00	N59°36'31"W	102.25
C47	83°33'28"	16.33	10.00	S42°40'13"W	14.57
C48	90°00'00"	15.71	10.00	N45°53'05"W	14.14
C49	13°31'10"	46.71	196.50	N6°15'32"E	46.60
C50	117°14'21"	180.07	88.00	N45°53'05"W	150.26
C51	13°31'10"	46.71	196.50	S83°38'22"W	46.60
C52	90°00'00"	31.42	20.00	S45°53'05"E	28.28
C53	90°00'00"	15.71	10.00	S44°36'57"W	14.14
C54	90°00'00"	15.71	10.00	N45°53'05"W	14.14
C55	90°00'00"	15.71	10.00	S44°36'57"W	14.14
C56	86°26'32"	15.09	10.00	N47°19'47"W	13.70
C57	161°46'08"	198.62	680.00	N12°28'35"W	197.92
C58	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C59	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C60	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C61	83°13'27"	29.05	20.00	N42°09'46"W	26.56
C62	96°46'33"	33.78	20.00	N47°50'14"E	29.91
C63	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C64	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C65	83°13'27"	29.05	20.00	N42°09'46"W	26.56
C66	96°06'41"	33.51	20.00	N47°27'18"E	29.73
C67	83°13'27"	29.05	20.00	S42°09'46"E	26.56
C68	96°46'33"	33.78	20.00	S47°50'14"W	29.91
C69	63°46'49"	29.26	20.00	S42°27'27"E	26.72
C70	93°16'44"	32.57	20.00	S46°06'19"W	29.09
C71	86°41'16"	30.26	20.00	S43°53'41"E	27.46
C72	5°47'13"	19.85	196.50	S2°44'45"W	19.84
C73	7°49'57"	26.86	196.50	N9°33'20"E	26.84
C74	18°19'13"	28.14	88.00	N41°6'42"E	28.02
C75	35°46'36"	55.00	88.00	S22°45'12"E	54.11

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C76	35°46'36"	55.00	88.00	S58°33'47"E	54.11
C77	27°17'57"	41.83	88.00	N89°52'56"E	41.53
C78	3°48'41"	13.07	196.50	N78°08'18"E	13.07
C79	9°48'30"	33.64	196.50	N84°56'53"E	33.60
C80	9°20'26"	49.72	305.00	N85°10'55"E	49.67
C81	10°19'55"	55.00	305.00	N75°20'44"E	54.93
C82	10°19'55"	55.00	305.00	N65°00'49"E	54.93
C83	3°40'39"	19.58	305.00	N58°00'32"E	19.57
C84	1°33'19"	8.28	305.00	S55°23'33"W	8.28
C85	10°19'55"	55.00	305.00	N49°26'56"E	54.93
C86	10°19'55"	55.00	305.00	N39°07'02"E	54.93
C87	10°19'55"	55.00	305.00	N28°47'08"E	54.93
C88	10°19'55"	55.00	305.00	N18°27'15"E	54.93
C89	10°19'55"	55.00	305.00	N8°07'14"E	54.93
C90	10°19'55"	55.00	305.00	N2°12'41"W	54.93
C91	9°51'10"	52.45	305.00	N12°18'13"W	52.38
C92	8°07'22"	38.28	270.00	N13°11'07"W	38.25
C93	16°59'52"	80.10	270.00	N07°36'30"W	79.81
C94	8°27'18"	35.73	245.00	S80°39'10"W	35.69
C95	5°01'18"	21.47	245.00	S87°20'28"W	21.47
C96	8°01'24"	42.71	305.00	N85°50'26"E	42.68
C97	5°21'13"	28.50	305.00	N79°09'08"E	28.49
C98	6°59'53"	29.92	245.00	S13°43'52"E	29.91
C99	27°36'22"	118.19	245.00	S33°51'13"W	117.04
C100	28°57'47"	123.85	245.00	S31°53'20"W	122.53
C101	9°47'59"	41.90	245.00	S51°16'13"W	41.85
C102	4°51'13"	25.84	305.00	N43°57'30"W	25.83
C103	8°27'15"	45.00	305.00	N50°36'43"W	44.96
C104	8°27'15"	45.00	305.00	N59°03'58"W	44.96
C105	8°27'15"	45.00	305.00	N67°31'08"W	44.96
C106	8°27'15"	45.00	305.00	N75°58'21"W	44.96
C107	1°36'06"	8.53	305.00	N81°00'01"W	8.53
C108	8°20'46"	44.43	305.00	N85°36'29"W	44.39
C109	181°10'0"	77.90	245.00	S81°02'23"E	77.57
C110	24°32'50"	104.97	245.00	S59°39'27"E	104.16
C111	5°51'08"	25.02	245.00	S44°27'28"E	25.01
C112	14°22'07"	61.44	245.00	S63°21'16"W	61.28
C113	19°18'49"	82.59	245.00	S80°11'44"W	82.20
C114	33°46'26"	247.57	420.00	S12°40'33"E	244.01
C115	0°34'08"	4.17	420.00	N3°55'33"E	4.17
C116	10°32'42"	77.30	420.00	N13°35'3"W	77.19
C117	7°33'28"	55.40	420.00	N10°40'58"W	55.36
C118	7°30'54"	55.05	420.00	N18°12'59"W	55.01
C119	7°30'54"	55.66	420.00	N25°46'03"W	55.62
C120	38°38'12"	391.11	580.00	N15°06'30"W	383.75
C121	7°31'28"	76.17	580.00	S30°39'52"E	76.12
C122	51°13'4"	52.88	580.00	S24°17'25"E	52.86
C123	51°11'22"	52.53	580.00	S19°55'03"E	52.52
C124	51°5'54"	53.30	580.00	S13°5'24"E	53.28
C125	6°27'32"	65.38	580.00	S75°9'4"E	65.35
C126	6°27'02"	65.30	580.00	S1°32'24"E	65.26
C127	2°31'28"	25.56	580.00	S2°56'52"W	25.55
C128	4°29'59"	48.69	620.00	N18°35'46"W	48.68
C129	6°10'44"	66.86	620.00	N13°15'18"W	66.83
C130	6°03'25"	65.54	620.00	N7°08'14"W	65.51
C131	54°54'02"	36.41	38.00	N23°20'30"E	35.03
C132	139°51'57"	9.28	38.00	N57°47'30"E	9.26
C133	62°13'34"	67.34	62.00	N33°40'41"E	64.07
C134	55°08'23"	59.67	62.00	N25°00'19"W	57.39
C135	41°35'08"	45.00	62.00	N73°22'01"W	44.02
C136	41°35'08"	45.00	62.00	S65°02'45"W	44.02
C137	46°13'18"	50.02	62.00	S21°08'32"W	48.67
C138	2°08'24"	2.32	62.00	S3°02'19"E	2.32
C139	12°20'22"	42.32	196.50	N5°37'08"E	42.24
C140	1°16'49"	4.39	196.50	N12°25'43"E	4.39
C141	38°26'45"	59.05	88.00	N6°09'15"W	57.95
C142	32°05'17"	49.16	88.00	N41°22'46"W	48.52
C143	25°31'10"	39.20	88.00	S88°35'22"W	38.87
C144	21°16'09"	32.67	88.00	N68°00'59"W	32.48
C145	0°01'08"	0.82	680.00	N41°06'35"W	0.82
C146	4°38'03"	55.00	680.00	N6°29'41"W	54.99
C147	4°38'03"	55.00	680.00	N11°07'44"W	54.99
C148	4°38'03"	55.00	680.00	N15°45'47"W	54.99
C149	2°45'51"	32.81	680.00	N19°27'44"W	32.80
C150	2°05'33"	89.84	2460.00	S70°47'15"W	89.83

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C151	5°57'02"	255.48	2460.00	S74°46'32"W	255.37
C152	2°03'14"	88.18	2460.00	S78°48'40"W	88.18
C153	56°32'14"	414.44	420.00	N27°58'23"W	397.83
C154	87°27'57"	450.34	295.00	N44°01'42"E	407.87
C155	13°06'33"	52.42	230.00	N45°39'10"E	52.51
C156	87°27'57"	694.59	455.00	S44°01'42"W	629.08
C157	92°27'57"	40.35	25.00	N46°31'42"E	36.11
C158	25°24'15"	210.61	475.00	S77°36'46"E	208.89
C159	46°06'02"	382.19	475.00	S87°47'38"E	371.96
C161	151°13'25"	664.26	2500.00	N76°46'03"E	662.31
C162	90°00'00"	78.54	50.00	N45°08'52"W	70.71
C163	33°40'56"	161.66	275.00	S73°00'40"W	159.34
C164	73°24'01"	352.30	275.00	S19°28'13"W	328.69
C165	25°07'14"	131.53	300.00	S4°40'11"E	130.48
C166	13°22'36"	64.20	275.00	S83°06'50"W	64.06
C167	48°36'58"	233.34	275.00	S65°50'23"E	226.40
C168	16°46'08"	189.86	650.00	S12°28'35"E	189.19
C169	90°00'00"	78.54	50.00	S45°33'03"E	70.71
C170	26°40'40"	195.96	420.00	N42°54'10"W	193.80
C171	56°32'14"	572.32	580.00	N27°58'23"W	549.38
C172	21°48'54"	220.83	580.00	N45°20'03"W	219.50
C173	29°06'30"	26.42	52.00	S7°06'01"W	26.13
C174	22°16'58"	10.89	28.00	S10°30'46"W	10.82
C175	28°48'14"	14.08	28.00	S7°15'06"W	13.93
C176	22°16'58"	20.22	52.00	S10°30'46"W	20.10

LAND USE SUMMARY						
THE GRANARY FILING ONE						
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE	% OF TOTAL
A	44,518	1.022	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE	
B	379,604	8.715	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE, HILLSBOROUGH DITCH	
C	31,627	0.726	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE	
E	130,503	2.996	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DETENTION AND DRAINAGE EASEMENT, OPEN SPACE	
F	852,694	19.575	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE, HILLSBOROUGH DITCH	
G	54,318	1.247	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
H	40,433	0.928	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT AND OPEN SPACE	
I	8,068.4	0.185	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
J	4,254	0.098	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
K	4,231	0.097	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
L	3,484	0.080	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS AND OPEN SPACE	
OUTLOTS TOTAL	1,617,186	37.125				23.85%
TRACTS						
A	1,966,640	45.148	METRO DISTRICT	METRO DISTRICT	FUTURE DEVELOPMENT	
B	1,309,927	30.072	METRO DISTRICT	METRO DISTRICT	FUTURE DEVELOPMENT	
TOTAL	3,276,567	75.220				48.31%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
ROAD	AREA (SF)	AREA ACRES				
ROADWAY RIGHT OF WAY	911,800	20.932				13.44%
SINGLE FAMILY LOTS						
LOTS	AREA (SF)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	976,295	22.413	145			14.40%
	TOTAL AREA	155.690	TOTAL PERCENTAGE			100.00%

LAND USE SUMMARY					
THE GRANARY FILING ONE – PARK SPACE					
OUTLOTS	AREA (SF)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE
D	63,451	1.457	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT, PARK SPACE
TOTAL (NOT INCLUDING FUTURE TRACT)	3,505,289	80.470			
PERCENTAGE OF PARK SPACE	1.81%				
THE GRANARY FILING ONE – OPEN SPACE					
OUTLOT A–L	1,617,186	37.125			
TOTAL (NOT INCLUDING FUTURE TRACT)	3,505,289	80.470			
PERCENTAGE OF OPEN SPACE	46%				

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THE GRANARY FILING ONE
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	Date	Issue / Description	Init.
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2	12/22/2021	TOWN COMMENTS	AN
3	2/4/2022	REVISED FILING	AN

Project No:	HFH0000225.10
Drawn By:	AN
Checked By:	JJM
Date:	5/7/2021

EXHIBIT B-2

RESOLUTION APPROVING PLAT

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS
(The Granary Filing 1)

Section 1	Regional Sanitary Sewer Interceptor
Section 2	Regional Stormwater Outfall Pipe
Section 3	Intersection of Colorado Boulevard and Roosevelt Parkway
Section 4	Weld CR 46 Paving
Section 5	Future Traffic Analyses
Section 6	Railroad Crossings & Permitting
Section 7	Ditch Crossings & Plans
Section 8	Water – Future PRV
Section 9	Preliminary Plat Expiration
Section 10	Temporary Construction Easement
Section 11	Modifications to Standard Town of Johnstown Development Agreement

Exhibit 1	Sanitary Sewer Pipeline alignment
Exhibit 2	Form of Crossing License
Exhibit 3	Temporary Construction Easement

a. By December 31, 2022, or as otherwise agreed to in writing by the Town, at the Town's sole discretion, Developer shall install a 15-inch main sanitary sewer line approximately 1350-feet north-to-south through the Property, from Galloway Drive south of the Great Western Railroad tracks to Weld County Road 46, as depicted and shown on **Exhibit 1** to this **Exhibit B-3** ("Sanitary Sewer Pipeline"). Developer shall coordinate the construction of the Sanitary Sewer Pipeline with the Town and the Town's contractors to ensure the ability to connect, and compatibility, with the Town's regional sanitary sewer interceptor improvements. If construction of the Sanitary Sewer Pipeline is not complete by December 31, 2022, the Town may, at Developer's expense, complete the construction. In such case, within ten (10) days of issuance of an invoice for the cost from the Town to Developer, Developer shall pay the Town's expenses. If Developer does not pay the Town's expenses as provided herein, the Town may, in addition to other remedies, withhold the issuance of Building Permits in the Development.

a. Developer shall remain responsible for the operations, maintenance and repairs, if any, of the Sanitary Sewer Pipeline until the Town issues a Notice of Final Acceptance of said improvement.

b. Upon completion of the construction and receipt of certified costs and an invoice from Developer, the Town shall, within thirty (30) days of receipt of the invoice, provide payment to the Developer for the cost difference between an 8-inch main sanitary sewer pipe and the required 15-inch pipe size.

b. Prior to the Town's issuance of Notice of Construction Acceptance, Developer shall provide video evidence supporting the integrity of the regional outfall storm pipe in all areas of improvements in the Development. With respect to the storm pipe under the stormwater detention pond on Outlot F (Pond E), Developer shall ensure sufficient soil coverage, in the minimum amount of two feet, to protect against stormwater infiltration.

c. Developer acknowledges and agrees that the Colorado Boulevard and Roosevelt Parkway intersection ("Intersection") is intended to be constructed at a subsequent date and that such intersection will be impacted by traffic generated from the Development and require a traffic signal. As such, upon written request of the Town, Developer shall participate in the configuration and signalization of the Intersection and shall, in an amount required by the Town, pay fifty percent (50%) of the cost of the traffic signal plus interest compounded annually at the statutory rate or at such lesser rate as determined by the Town. Unless otherwise agreed to in writing by the Town, Developer and the developer of any subsequent filing shall be jointly and severally liable to the Town for full amount of the Developer's fifty percent (50%) share, but may, between themselves, share the cost of the traffic signal on a proportional basis. Developer's fifty percent (50%) share shall be due and payable at the earlier of the following: (i) when signal warrants are met as determined by a traffic study associated with future phases or filings of The Granary development; (ii) The Granary development constructs a roadway into the Intersection; or (iii) the issuance of the 500th building permit in the Granary development, however named and characterized at that time.

d. Prior to issuance of Notice of Construction of Acceptance for the second filing of the Development, Developer shall asphalt pave Weld County Road 46 to Town standards, to a minimum two-lane interim standard, from the western edge of the Development to Colorado Boulevard. Notwithstanding the foregoing, Developer shall be entitled to construct model homes as set forth in the Agreement prior to completion of the asphalt paving.

e. Subsequent filings of The Granary development, however named and characterized at that time, shall be required to prepare and submit updated traffic analyses and counts to ensure the necessary incremental improvements to the transportation system adjacent to and affected by the overall development. Based upon those updated traffic analyses, the Town may require additional lanes, reconfigured intersections and/or traffic signalization and financial participation therein.

f. When Developer is required to cross the railroad tracks owned by Great Western Railway of Colorado, L.L.C., a Colorado limited liability company ("GWRR"), to install utility pipelines, Developer shall apply for and obtain a license from GWRR, and, as a part thereof, execute a Crossing License in substantially the same form as attached hereto and incorporated herein by reference as **Exhibit 2** to this **Exhibit B-3**. Upon Final Acceptance of the subject pipeline(s) subsequent to construction, Developer shall assign the Crossing License to the Town. Further, upon application to GWRR for such pipeline Crossing License, in addition to the reimbursement described in the following paragraph, Developer shall reimburse the pre-paid crossing license fee to the Town in the amount of Twenty-Five Thousand Dollars ($25,000) per crossing.

   On or before recordation of the Final Plat, Developer shall pay the Town $50,000 as reimbursement for the two crossing license fees paid by the Town to GWRR for the water pipeline and the sewer that are the subject of Pipeline Crossing License No. 409559 and Pipeline Crossing License No. 409556.

g. Prior to approval of the Civil Engineering Construction Plans, Developer shall obtain approval for improvements to the Hillsborough Ditch from the Consolidated Hillsborough Ditch Company ("Ditch Company") and provide the approved plans to the Town ("Hillsborough Ditch Improvements"). Except for improvements installed in the public right-of-way, the Hillsborough Ditch Improvements shall be Private Improvements and shall be operated and maintained by the Ditch Company or by a metropolitan district. Prior to execution of any agreement between the Developer and the Ditch Company related to or in any manner impacting Public Improvements that will be dedicated to the Town (for example, ditch crossings of streets, walks, and utilities), which agreement will subsequently be assigned, or assigned in part, to the Town upon Final Acceptance, the Developer shall provide the agreement to the Town for review and approval.

h. Developer acknowledges and agrees that, at the Town's sole discretion, based on water modeling and engineering utility plans, subsequent filings of The Granary development, however named and characterized at that time, may require the installation of a pressure reducing valve ("PRV"), or similar improvement, between this Development and the subsequent filings. At the Town's discretion, Developer shall be required to pay for the PRV or similar such improvement.

i. Notwithstanding applicable provisions of the Johnstown Municipal Code, on the condition that development of The Granary subdivision, as a whole, moves through construction phasing in a timing substantially similar to the phasing plan set forth in Town approved Civil Engineering Construction Plans and assuming approximately eighteen (18) months of construction per phase, the Preliminary Plat for The Granary shall not expire. If the Town does not deem this provision to be satisfied and seeks expiration of the Preliminary Plat, the Town shall first provide notice to Developer and an opportunity to cure. If the Developer does not promptly cure the default, as determined by the Town, the Town Council may, by resolution, deem the Preliminary Plat to have expired.

j. On or before March 31, 2022, Developer shall provide a temporary construction easement to the Town along the sanitary sewer easement, in the location shown and depicted on **Exhibit 3** to this **Exhibit B-3**, unless otherwise waived in writing by the Town Manager.

k. Within ninety (90) days of fee ownership of the property known as Maplewood Acres, Developer shall provide a deed of dedication for the thirty (30) feet immediately north of the existing Weld County Road 46 right-of-way that is under the Developer's control, extending west to Colorado Blvd, from the western boundary of this Development.

l. Modification to the Town's standard Development Agreement.

Modifications are shown below in Bold and Italics.

2.6 Completion of Construction: Developer shall complete construction of the Public Improvements no later than eighteen (18) months ***per phase, as documented in the Civil Engineering Construction Plans,*** 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.

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. In its discretion, the Town may also issue ***up to eight (8)*** building permits for the construction of model homes for the purpose of early sales.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense***, utilizing the securities in place to secure completion of the Public Improvements. Should the securities not be sufficient to complete the Subdivision Improvements,*** the Town shall estimate the ***additional*** cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and 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.

13.5 Transfer or Assignments: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has

been approved and executed by the Town. ***Any agreements between the Developer and the purchasers of portions of the property, including agreements on the proportional share of responsibilities between the Developer and any purchaser of the property or the improvements and commitments contained in this Agreement, shall not be required to be approved by the Town unless they modify the agreements herein.***

EXHIBIT 1 TO EXHIBIT B-3

Sanitary Sewer Pipeline Alignment

(ATTACHED)

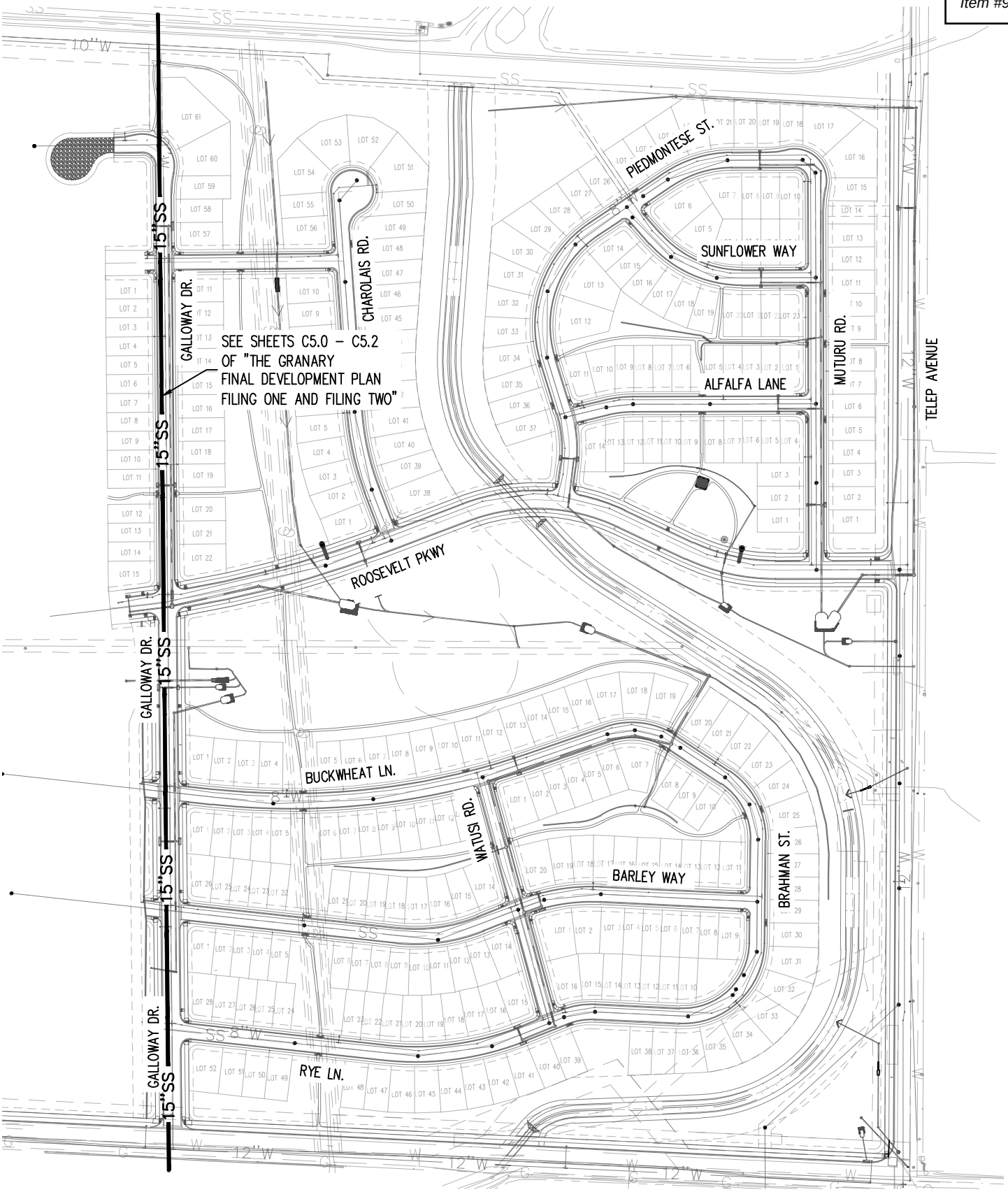


EXHIBIT 1: PROPOSED SANITARY LINE WITHIN GALLOWAY DRIVE R.O.W.

THE GRANARY
HARTFORD HOMES

This information is copyrighted by Galloway & Company, Inc. All rights reserved.

Date: 02.16.2022

Galloway
6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

EXHIBIT 2 TO EXHIBIT B-3

Form of Crossing License

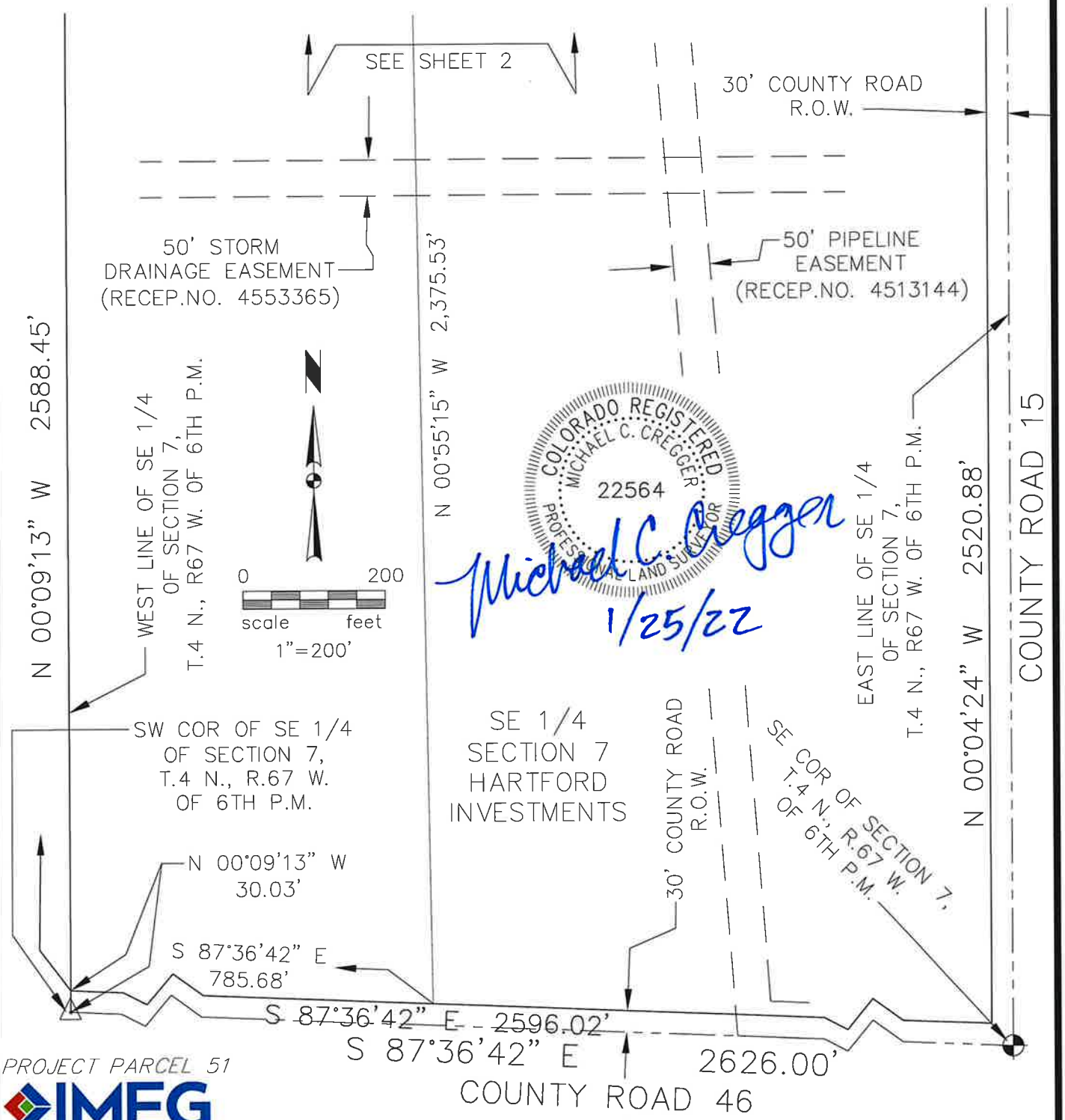
(SEE ATTACHED)

EXHIBIT 3 TO EXHIBIT B-3

Temporary Construction Easement

(SEE ATTACHED)

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



PROJECT PARCEL 51

IMEG

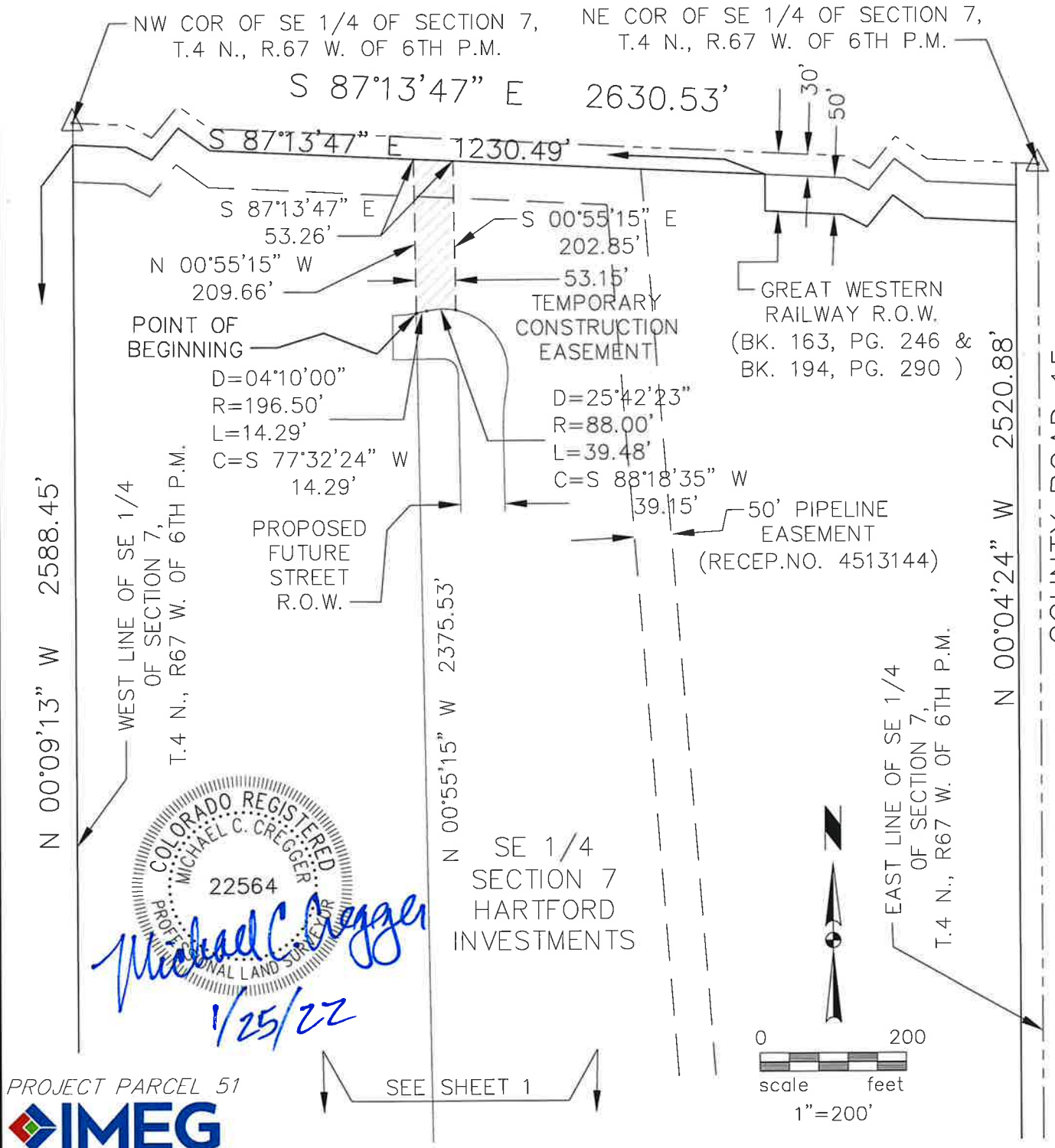
IMEG CORPORATION

SHEET 1 OF 3

FILE NAME: PARCEL 51 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



PROJECT PARCEL 51

IMEG CORPORATION

SHEET 2 OF 3

FILE NAME: PARCEL 51 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A 53.15 FOOT WIDE STRIP OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°36'42"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°09'13"WEST, 30.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°36'42"EAST, 785.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°55'15"WEST, 2375.53 FEET TO THE INTERSECTION WITH THE PROPOSED NORTH RIGHT-OF-WAY LINE OF A FUTURE STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID PROPOSED NORTH RIGHT-OF-WAY LINE, NORTH 00°55'15"WEST, 209.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE GREAT WESTERN RAILWAY, AS CONVEYED IN THE DEED RECORDED IN BOOK 194 AT PAGE 290; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°13'47"EAST, 53.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°55'15"EAST, 202.85 FEET TO SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA OF 25°42'23", A RADIUS OF 88.00 FEET, AN ARC OF 39.48 FEET AND A CHORD WHICH BEARS SOUTH 88°18'35"WEST, 39.15 FEET; 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 04°10'00", A RADIUS OF 196.50 FEET, AN ARC OF 14.29 FEET AND A CHORD WHICH BEARS SOUTH 77°32'24"WEST, 14.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 10,852 SQUARE FEET (0.25 ACRE), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

1/25/2022
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564
FOR AND ON BEHALF OF IMEG CORP

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

PROJECT PARCEL 51

IMEG
IMEG CORPORATION

SHEET 3 OF 3

FILE NAME: PARCEL 51 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS & COST

(SEE ATTACHED)

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

The Granary Filing 1
Engineer's Opinion of Probable Cost

Date February 8, 2022

Group	Activity	Unit	Unit Cost	Qty	Total
Earthwork	Cut Move on Site	Cubic Yard	$ 2.65	399,436	$ 1,058,505
Earthwork	Imported Fill	Cubic Yard	$ 3.00	78,172	$ 234,516
Earthwork	**Earthwork Sub Total**				**$ 1,293,021**
Sanitary	Connect to Existing	Each	$ 3,616.00	3	$ 10,848
Sanitary	Sanitary Sewer Dewatering	Day	$ 977.50	30	$ 29,325
Sanitary	8" Sanitary Sewer	Linear Feet	$ 40.67	6,903	$ 280,745
Sanitary	15" Sanitary Sewer	Linear Feet	$ 110.00	2,750	$ 302,500
Sanitary	4' DIA Sanitary Sewer Manhole	Each	$ 3,498.19	47	$ 164,415
Sanitary	4" Sanitary Service	Each	$ 1,898.00	145	$ 275,210
Sanitary	Jetting / Camera	Linear Feet	$ 4.75	9,653	$ 45,852
Sanitary	**Sanitary Subtotal**				**$ 1,108,895**
Water	Connect to Existing	Each	$ 3,680.00	1	$ 3,680
Water	8" Water Main	Linear Feet	$ 40.58	5,340	$ 216,697
Water	8" Water Main Gate Valve	Each	$ 1,510.00	36	$ 54,360
Water	8" Water Main - 11.25/22.5 Bend	Each	$ 361.00	34	$ 12,274
Water	8" Water Main - 45 Bend	Each	$ 361.00	4	$ 1,444
Water	8" Water Main - 90 Bend	Each	$ 361.00	1	$ 361
Water	10" Water Main - 11.25/22.5 Bend	Each	$ 555.00	6	$ 3,330
Water	10" Water Main - 45 Bend	Each	$ 555.00	5	$ 2,775
Water	10" Water Main - 90 Bend	Each	$ 555.00	1	$ 555
Water	12" Water Main - 11.25/22.5 Bend	Each	$ 1,030.00	4	$ 4,120
Water	10" Water Main	Linear Feet	$ 56.00	4,808	$ 269,248
Water	12" Water Main	Linear Feet	$ 73.00	3,421	$ 249,733
Water	8" x 8" Water Main Tee	Each	$ 641.00	4	$ 2,564
Water	10" x 8" Water Main Tee	Each	$ 758.00	3	$ 2,274
Water	12" x 10" Water Main Tee	Each	$ 1,650.00	2	$ 3,300
Water	10" Water Main Gate Valve	Each	$ 2,360.00	26	$ 61,360
Water	12" Water Main Gate Valve	Each	$ 3,190.00	12	$ 38,280
Water	8" 3/4" Water Service	Each	$ 2,114.22	145	$ 306,562
Water	Fire Hydrant Assembly	Each	$ 5,270.00	23	$ 121,210
Water	10" x 8" Water Main Cross	Each	$ 1,060.00	3	$ 3,180
Water	**Water Subtotal**				**$ 1,357,307**

COLORADO LICENSED
JAMES E. PETERSON
39373
02.08.2022
PROFESSIONAL ENGINEER

The Granary Filing 1

Engineer's Opinion of Probable Cost

Date February 8, 2022

Group	Activity	Unit	Unit Cost	Qty	Total
Storm	12" RCP	Linear Feet	$ 48.80	132	$ 6,442
Storm	18" RCP	Linear Feet	$ 58.96	982	$ 57,899
Storm	24" RCP	Linear Feet	$ 76.14	2,240	$ 170,554
Storm	30" RCP	Linear Feet	$ 109.25	36	$ 3,933
Storm	36" RCP	Linear Feet	$ 126.00	1,357	$ 170,982
Storm	42" RCP	Linear Feet	$ 157.00	486	$ 76,302
Storm	45" RCP	Linear Feet	$ 200.00	873	$ 174,600
Storm	48" RCP	Linear Feet	$ 225.10	695	$ 156,445
Storm	18" RCP FES	Each	$ 900.00	3	$ 2,700
Storm	24" RCP FES	Each	$ 1,200.00	1	$ 1,200
Storm	36" RCP FES	Each	$ 1,920.00	1	$ 1,920
Storm	4' DIA Storm Manhole	Each	$ 4,200.00	12	$ 50,400
Storm	5' DIA Storm Manhole	Each	$ 5,400.00	7	$ 37,800
Storm	6' DIA Storm Manhole	Each	$ 6,500.00	5	$ 32,500
Storm	7' DIA Storm Manhole	Each	$ 11,600.00	2	$ 23,200
Storm	5' Type R Inlet	Each	$ 6,250.00	10	$ 62,500
Storm	10' Type R Inlet	Each	$ 8,600.00	9	$ 77,400
Storm	20' Type R Inlet	Each	$ 12,900.00	2	$ 25,800
Storm	Type C Inlet	Each	$ 3,500.00	9	$ 31,500
Storm	Forebay	Each	$ 5,000.00	5	$ 25,000
Storm	Outlet Structure	Each	$ 11,000.00	5	$ 55,000
Storm	**Storm Subtotal**				**$ 1,244,075**
Concrete	6" Sidewalk	Linear Feet	$ 30.00	15,179	$ 455,370
Concrete	Subgrade Prep	Linear Feet	$ 1.25	15,179	$ 18,974
Concrete	30" Vertical Curb And Gutter	Linear Feet	$ 20.00	5,409	$ 108,180
Concrete	31" Rollover Curb And Gutter	Linear Feet	$ 22.00	10,216	$ 224,752
Concrete	Subgrade Prep, HC Ramps	Each	$ 50.00	60	$ 3,000
Concrete	Handicap Ramps	Each	$ 2,070.00	60	$ 124,200
Concrete	Concrete Crosspan	Square Feet	$ 8.00	3,750	$ 30,000
Concrete	**Concrete Subtotal**				**$ 964,476**
Asphalt	Subgrade Prep	Square Yard	$ 3.00	36,526	$ 109,578
Asphalt	Street and Parking Lot Paving	Square Yard	$ 31.86	36,526	$ 1,163,718
Asphalt	**Asphalt Subtotal**				**$ 1,273,296**
Fence	3 Rail Fence	Linear Feet	$ 17.50	24,030	$ 420,525
Fence	4 Rail Fence	Linear Feet	$ 17.50	1,865	$ 32,638
Trail	Crushed Fines Trail	Square Feet	$ 3.50	18,185	$ 63,648
Open Space	Open Space	Square Feet	$ 3.50	471,080	$ 1,648,780
Parks	Park	Square Feet	$ 3.50	63,100	$ 220,850
Ditch	Ditch Reseeding	Acre	$ 1,500.00	13	$ 19,200
Landscape	**Landscape Subtotal**				**$ 2,405,640**
Signage	Street Signs	Each	$ 775.00	35	$ 27,125
Box Culverts	Box Culverts	Linear Feet	2,800	150	$ 420,000
Misc.	**Miscellaneous Subtotal**				**$ 447,125**
	The Granary Filing 1 Material Cost Estimate				**$ 10,093,836**

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK_____
ADDRESS OF ISSUING BANK_____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of $_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for The Granary Filing One, dated the _____of _____, 20____, between the Town of Johnstown and Hartford Investments, LLC, a Colorado limited liability corporation.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 21, 2021

SUBJECT: Water & Sewer Service Agreement – The Granary, Filing 1, Hartford Investments, LLC

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Justin Currie, Planner II

ITEM DESCRIPTION:
The Developer, Hartford Investments, LLC, has received approval of a final subdivision plat and development plans for 145 single family detached homes, on The Granary PUD.

The annual in-building water demand is estimated at 47.85 acre-feet using a demand rate of 0.33 acre-feet/lot. The annual permanent irrigation water demand is estimated at 24.06 acre-feet, and the annual temporary water irrigation demand is estimated at 29.3 acre-feet. Of the permanent irrigation demand, the residential irrigated area will require 18.50 acre-feet/year and the common area will require 5.56 acre-feet per year. Lastly, the temporarily irrigated area will require 29.30 acre-feet per year for the establishment of native grasses in the revegetated open space.

This demand equates to just under thirteen (13) shares of Consolidated Home Supply Ditch and Reservoir Company, Developer shall also provide an executed and recorded dry-up covenant for the lands previously irrigated by said shares in a form approved by the Town. Because of said dry-up covenant, the Town agrees to provide eight (8) acre-feet of raw water credit per share for purposes of this Agreement. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 2.79 acre-feet.

The Share Certificates and Water Court Transfer fees ($60,600.00) will be due to the Town prior to recordation of the plat.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for The Granary, Filing 1, with Hartford Investments, LLC.

SUGGESTED MOTIONS:

For Approval
I move to approve the Water & Sewer Service Agreement for The Granary, Filing 1.

For Denial
I move to deny the Water & Sewer Service Agreement for The Granary, Filing 1, with the following findings...

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between **HARTFORD INVESTMENTS, LLC**, a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado home-rule municipal corporation ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer owns an interest in land in the SE¼ of Section 7, T04N, R67W, 6th PM, and more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement known as the Keto 161 Annexation dated September 18, 2006; and

WHEREAS, the Subject Property is being developed and will consist of 145 single family detached homes with 7.30 acres of residential irrigated landscape, irrigated open space and common use areas consisting of 1.94 acres of spray-irrigated area and 0.15 acre of drip-irrigated area, and 28.5 acres of native grasses in revegetated areas. After successful establishment of cover, irrigation will be discontinued on the 28.5 acres of revegetated open space. Together the project is known as known as The Granary Filing No. 1 ("Project"); and

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

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

1. Water and Sewer Demand Studies In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project. Said analysis was received by the Town and, as amended, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated February 14, 2022, and thereafter revised on March 3, 2022, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

The annual in-building water demand is estimated at 47.85 acre-feet per year using a demand rate of 0.33 acre-feet/lot. The permanent irrigation water demand is estimated at 24.06 acre-feet per year, and the temporary water irrigation demand is estimated at 29.3 acre-feet per year. Of the permanent irrigation demand, the residential irrigated area will require 18.50 acre-feet per year of raw and the common area will require 5.56 acre-feet per year of raw water. Lastly, the temporary irrigation will require 29.30 acre-feet per year of raw water for the establishment of native grasses in the revegetated open space.

Permanent Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	47.85	2.39
Irrigation	24.06	20.45
Total	71.91	22.84

Temporary Development Component	Demand (AF/YR)	Consumption (AF/YR)
Re-Vegetation Irrigation	29.30	24.91
Total	29.30	24.91

2. Water Rights Dedication.

a. Dedication. Within 30 days of the Effective Date of this Agreement, Developer shall dedicate to the Town 101.21 acre-feet of raw water credit, represented by 13 shares of the Consolidated Home Supply Ditch & Reservoir Company that are included in the pending Case No. 20CW3011 in the District Court, in and for Water Division No. 1. Together with the dedication of said shares, Developer shall also provide an executed and recorded dry-up covenant for the lands previously irrigated by said shares in a form approved by the Town. Because of said dry-up covenant, the Town agrees to provide eight (8) acre-feet of raw water credit per share for purposes of this Agreement. If such dedication and covenant is not provided by Developer within 30 days of the Effective Date, this Agreement will be deemed void without the need of further action by the Town.

b. Temporary Use. Of the 101.21 acre-feet of raw water dedicated to the Town, 29.30 acre-feet will be used to re-vegetate 28.5 acres to native grasses. When the native grasses are established, Developer shall permanently disable the irrigation system(s) used to establish the native grasses and provide written notice to the Town of such act. Upon written notice from the Town that it has accepted the permanent disabling of the irrigation system, Developer may, with the Town's written consent, assign the 29.30 acre-feet to another project or development within the Town's boundaries.

c. Surplus dedication credit. The dedication of the 13 shares of the Consolidated Home Supply Ditch & Reservoir Company described in Paragraph 2.a, above, will provide to Developer raw water credits in excess of the water demand projected for the Project. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 2.79 acre-feet. The credit is calculated as follows:

Dedication Credit:	104.0 acre-feet
LESS Estimated demand:	101.21 acre-feet
Net current surplus credit:	**2.79 acre-feet**

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 47.85 acre-feet per year as a permanent water supply for residential use together with the corresponding sewer service, up to 24.06 acre-feet per year as a permanent water supply for common area irrigation, and up to 29.30 acre-feet per year temporarily for revegetation to native grasses as stated in Paragraph 2.b., above.

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

5. Payment of Water Court Transfer fees. At the time Developer dedicates the water rights and shares as required in Paragraph 2.a., above, Developer will pay to the Town the sum of **Sixty Thousand Six-Hundred dollars ($60,600.00)** as payment of the water court transfer fees required by the Ordinance. This payment is for the dedication of 101.21 acre-feet per year of estimated temporary and permanent water demand (202 SFE) for the Project. This water court transfer fee applies only to the 101.21 acre-feet of water demand and not to any excess water credits described by Paragraph 2.c., above. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

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

TO DEVELOPER:

Hartford Investments, LLC
Attention: Landon Hoover
4801 Goodman Rd.
Timnath, CO 80547

TO THE TOWN:

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

WITH A COPY TO
THE TOWN ATTORNEYS:

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

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

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

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

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

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

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

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

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

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

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

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

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

18. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

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

Signatures follow

HARTFORD INVESTMENTS, LLC
A COLORADO LIMITED LIABILITY COMPANY

By: HARTFORD HOMES, LLC
A COLORADO LIMITED LIABILITY COMPANY, LLC
ITS: MANAGER

By: _____
Name: Patrick McMeekin
Title: President of Land

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 11TH day of March, 2022, by Patrick McMeekin, as the President of Land of Hartford Homes, LLC a Colorado Limited Liability Company, Manager of Hartford Investments, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 1-23-2026

Jennifer Pierce
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20184003996
MY COMMISSION EXPIRES 01/23/2026

Jennifer Pierce
Notary Public

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

The Granary Filing 1

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS, ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

From: treecity@arborday.org
To: Danielle Gardner
Subject: Congratulations your 2021 Tree City USA Application has been Approved!
Date: Thursday, March 3, 2022 6:51:48 AM

Dear Tree City USA Contact,

On behalf of the Arbor Day Foundation, congratulations on earning recognition as a 2021 Tree City USA. Residents of your community should be proud to live in a place that makes the planting and care of trees a priority, and you should be proud of a job well done!

Ready to take it to the next level? If your community has been recognized in the past AND you have not already applied this year, don't forget to apply for a Growth Award. Please go to your Tree City USA profile online to access this application. If this is your first time being recognized, check out the list of Growth Award Activities and consider what you could do to grow your program in the next year.

As a 2021 Tree City, you also have access to the Tree City Center – an online portal with new, customizable Tree City marketing materials, examples of urban forest master plans, and exclusive grant opportunities. Check the Tree City Center out by clicking on the **button on the top right of the Tree City USA website**, and using the below credentials:

Username: Your Email Address
Password: TreeCity2021

A recognition letter and press release will be sent directly to your Mayor when your recognition materials are mailed out. Your recognition materials will be shipped and distributed to you on or before your state's Arbor Day. Please reach out with any questions about when and how you will be receiving your materials.

Again, congratulations on your recognition!

The Tree City USA Team
treecity@arborday.org

March 11, 2022

Matt LeCerf
Town Manager
Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

Subject: Letter of Engagement and Request for Support
100th Anniversary Commemoration of the Johnstown Meteorite Fall, July 6, 2024

Dear Matt and Town Council Members,

Johnstown has had its share of remarkable weather events over the past 120 years since its founding – numerous snowstorms and floods, a devastating tornado, and a meteorite fall that put Johnstown on the map in scientific and academic circles. The latter is the focus of this letter.

The Johnstown Meteorite Fall

It was just after 4:00 P.M. on July 6, 1924 when a funeral procession was nearing the entrance to the Elwell cemetery. From out of nowhere came a sonic boom-like noise, a sound that likely none of the witnesses had ever heard before since jet engines had not yet been invented. The horrific noise ushered in the ellipse that carried the meteorite shower overhead, bringing with it fire and smoke and a chunk of rock that slammed into the ground in front of the pall bearers' car. There's more to the story, and we'd like to share it with the world in two years for the 100th anniversary of the fall.

The Johnstown Historical Society requests the Town's support to assist and engage in the planning and hosting of a world-class event to celebrate and memorialize this rare celestial occurrence.

Next Steps

The JHS imagines a whole-town celebration, much like the community involvement that took place for the 2002 Johnstown Centennial, with numerous activities for residents and neighboring communities to come and enjoy. These activities could start as early as April 2024 before the end of the school year to engage our youngest residents in project-based learning programs that foster awareness of the Johnstown Meteorite. Additional events could follow for BBQ Day, with a final program to occur on Saturday July 6th, the anniversary date of the meteorite fall. The possibilities are endless for drawing attendance from neighboring communities across the northern Front Range and by meteorite enthusiasts from everywhere.

A larger centennial celebration also presents an opportunity for Johnstown businesses to capitalize on the volume of visitors that would attend such an event. With new residential subdivisions already underway and planned commercial development at the I-25 and Hwy 60 corridor, as well as the continued growth at 2534, Johnstown could benefit greatly from its small claim to fame.

Initial Ideas for Meteorite Event Committee Consideration:

- Re-enactment of the meteorite fall at the cemetery in a living history by experienced actors, possibly from regional playhouses and other live theaters.
- Parish Avenue closure – vendors, music, food trucks and restaurant participation, presentations, demonstrations, contests.
- Educational programs in the YMCA's multi-purpose rooms.
- Authentic facsimile of the meteorite rock to give away as prizes.
- Fundraising opportunities for local non-profits.
- Gem and Rock show.
- Potential authentication opportunity for people who think the rock they found is a piece of the meteorite.

A Unique Advantage

In January 2020, the JHS received an email from Richard Binzel, PhD who, at that time, was the Professor of Planetary Science and Joint Professor of Aerospace Engineering at the Massachusetts Institute of Technology. He was in Colorado and hoped to visit the Parish House during his vacation, noting that he was knowledgeable of the Johnstown Meteorite. He arrived with a palm-sized piece of the meteorite, explaining that he had been a meteorite and asteroid researcher for close to 50 years and that he had been studying the Johnstown Meteorite for most of that time. We sat and learned the other part of the meteorite's story – before it entered the Earth's atmosphere.

We also learned that day that Professor Binzel was planning to retire in Lafayette, Colorado, just 30 miles from Johnstown, and he did so this past January. He has committed to serve as an integral part of this project and will be invaluable in the educational draw by fellow scientists and meteorite enthusiasts from across the U.S. and potentially from abroad.

This event is yet to be defined. By starting the conversation now, we have time to plan and prepare for a great event that will be talked about for years to come. In order to stage this type and size of a centennial celebration, it would require the support of the Town of Johnstown and the participation of local businesses and organizations.

We suggest kicking the discussion off with an initial meeting in mid-April. We welcome the Town's input and ideas.

Respectfully submitted,

Billie DeLancey

Billie DeLancey
Museum Director
Historic Parish House and Museum