



TOWN COUNCIL

MEETING PACKET

July 6, 2020



Town of Johnstown

***Town Council
Agenda
Monday, July 6, 2020
450 S. Parish
7:00 PM***

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

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) 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.

- 1) CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) ROLL CALL**
- 3) AGENDA APPROVAL**
- 4) RECOGNITIONS AND PROCLAMATIONS**
- 5) PUBLIC COMMENT (three-minute limit per speaker)**

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.

- 6) CONSENT AGENDA**
 - A) Council Meeting Minutes - June 15, 2020
 - B) Council Special Meeting Minutes – June 29, 2020
 - C) List of Bills
 - D) Water and Sewer Service Agreement – WDG Johnstown, LLC.
 - E) Resolution 2020-19 Energy Impact Grant
- 7) TOWN MANAGER REPORT**
- 8) TOWN ATTORNEY REPORT**

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9) OLD BUSINESS

10) NEW BUSINESS

- A. Consider Request and Proposed Amendments to Subdivision Development and Improvement Agreements For Thompson River Ranch Filings 5, 6, and 10
- B. Public Hearing – Final Subdivision Plat for Thompson River Ranch Filing No. 7
 - 1. Resolution 2020-20
- C. Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 7
- D. Water and Sewer Service Agreement – Thompson River Ranch Filing No. 7
- E. 2020 Slurry Seal Bid Award - A-1 Chipseal
- F. Approve Purchase of a Columbarium
- G. Final Design of Highway 60 and I-25 Overpass Project Aesthetics

11) COUNCIL REPORTS AND COMMENTS

12) MAYOR'S COMMENTS

13) ADJOURN



NOTICE OF ACCOMMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 6A – 6 E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Manager, Finance Director, Town Clerk

AGENDA ITEM DESCRIPTION: The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

- A) Meeting Minutes June 15, 2020
- B) Meeting Minutes June 29, 2020
- C) List of Bills
- D) *Water and Sewer Service Agreement – WDG Johnstown, LLC
- E) **Resolution 2020-19 Energy Impact Grant

** Enclosed for Council's review and approval is a Water and Sewer Service Agreement for a single story 4,500 square foot paint store located in 2534 on Lot 2 of the Amended Plat of Lot 1 Block 2 2534 Filing No. 4. The potable and non-potable irrigation water supplies will be provided through the 2534 Water Bank. The agreement was compiled by town engineers and attorneys, and is in full compliance with Town code.*

*** The resolution presented will allow the Town to submit an application for the August 1 DOLA Energy Impact Grant Cycle. The project we are requesting funding in the amount of \$1,000,000 is to address storm water improvements in the old part of Johnstown. The total project costs are estimated at \$2.6 million. The area is generally Greeley Ave. east to the Hillsborough Ditch and bounded to the north by N 2nd and the south by Charlotte. This is the area in old Town that is prone to flooding and the current environment consists of swales and in-street drainage capacity which doesn't work due to impervious surface volumes. This project scope is to install storm pipe consisting of 130 LF of 18" RCP, 120 LF of 24" RCP, 250 LF of 30" RCP, 720 LF of 36" RCP and 650 LF of 42" RCP. Along with piping, five new manholes, 3 new 5 ft type R inlets, 3 new 10ft type R inlets, 3 new 15ft Type R inlets and 4 type C. Along with the Storm water system approximately 4200 SY of new asphalt*

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street will also be resurfaced with an enhanced crown for containment of surface water. Finally, replacement 2750 LF of curb and gutter, 1400 SY of inverted cross pans, 1200 SY of sidewalk as well as 34 new ADA ramps will also be included. The result of this project is redirect storm water underground through the pipe and inlet system to help prevent surface water surges and damage to residential and public properties caused by flooding.

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Staff, with design creation led by BHA based on Council feedback. BHA has taken the guidance provided by Council and we may have a final design for Council's consideration.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTIONS:

For Approval: I move to approve the Consent Agenda.

Town Manager

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Council Minutes

The Town Council of the Town of Johnstown met on Monday, June 15, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those answering present were: Councilmembers Berg, Lemasters, Mellon and Young

Those absent were: Councilmembers Molinar Jr. and Tallent

The following staff members were also present: Avi Rocklin, Town Attorney, Matt LeCerb, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

Agenda Approval

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

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Consent Agenda with the following items included:

- May 26, 2020 Special Council Meeting Minutes
- June 1, 2020 Regular Council Meeting Minutes
- June 2, 2020 Special Council Meeting Minutes
- May Financial Statements
- 2nd Reading of Ordinance 2020-180, an Ordinance Approving I-25 Gateway Center Filing No. 4 PUD Amendment #3
- Water and Sewer Service Agreement Liberty Development Lot 5

Motion carried with a roll call vote.

New Business

A. Public Hearing – Transfer of Ownership – Hotel and Restaurant Liquor License #35-31699-0000 from Ajuua Junior, LLC to Los Dos Garcia's, LLC – This is a request from the owners of Los Dos Garcia's Mexican Restaurant to transfer the Hotel & Restaurant License from Ajuua Junior, LLC to Los Dos Garcias, LLC.

Mayor Lebsack opened the public hearing at 7:09. The applicant Jesus and Jessica Garcia were present to answer questions. Having no public comments, the public hearing closed at 7:18 p.m.

Councilmember Mellon made a motion seconded by Councilmember Young to approve the application for a Transfer of Ownership for the Hotel and Restaurant License from Ajuua Junior, LLC to Los Dos Garcias LLC. Motion carried with a roll call vote.

B. I-25 East Frontage Road 12” Water Line Project – This is a request to allow the Town Manager to execute a contract to hire based on the low bid and qualifications a Contractor to install a 12” waterline on the I-25 East Frontage Road, from Ronald Reagan Blvd. CDOT is funding this project. Resolution 2020-18 authorizes the Town Manager to award a contract for the construction of the waterline improvements referenced in State of Colorado Project IM 0253-255 (21506) to the lowest responsible and qualified bidder. Councilmember Lemasters made a motion seconded by Councilmember Mellon to approve Resolution 2020-18 to permit the Town Manager to execute a contract for the East Frontage waterline project based on the low bid and most qualified contractor for this project not to exceed \$230,000. Motion carried with a roll call vote.

C. COVID19- Update - Town Manager Matt LeCerf updated Council on the CARES Act where the State of Colorado will be receiving federal funds. These funds will be allocated to the numerous counties in Colorado, and the counties will allocate to the various municipalities respectively. Staff is working with Weld and Larimer Counties to draft an IGA for the distribution protocol.

Executive Session

Councilmember Young made a motion seconded by Councilmember Lemasters to recess into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, under C.R.S. Section 24-6-402(4)(e) – Potential 402 Interchange IGA. Motion carried with a roll call vote. Council recessed into Executive Session at 7:53 p.m.

Mayor Lebsack reopened the regular meeting at 8:34 and stated no decisions were made and the only item discussed was what was stated in the motion.

There being no further business to come before Council the meeting adjourned at 8:35 p.m.

Mayor

Town Clerk

Council Minutes
June 29, 2020 Special Meeting

The Town Council of the Town of Johnstown met on Monday, June 29, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those answering present were: Councilmembers Berg, Lemasters, Mellon and Young

Those absent were: Councilmembers Molinar Jr. and Tallent

The following staff members were also present: Matt LeCerf, Town Manager and Jamie Desrosier, Communication Manager

Agenda Approval

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

Manager Report

Matt LeCerf, Town Manager updated the Council on results of the bid opening for the approved 12" waterline project on the I-25 East Frontage Road. After preliminary review, construction costs will be overbudget by \$78,000 and this figure does not include any contingency costs. Mr. LeCerf stated there is approximately \$90,000 available in the budget that was allocated for another waterline project that is not necessary to complete in 2020. Councilmember Lemasters made a motion seconded by Councilmember Mellon to accept the preliminary cost estimate without the contingency for the waterline project. Motion carried with a roll call vote.

New Business

Agreements related to Distribution of CARES Act Funds with Larimer and Weld County – This item considers 2 agreements that were presented to the Town in reference to the distribution of CARES Act funding between Larimer County and the Larimer County municipalities and Weld County and the Weld County municipalities. Johnstown resides in both counties, and will receive distributions from both Weld and Larimer County. The allocation of these funds is based on a pro rata population. Johnstown's allocated amount from Larimer County is \$79,913 and Weld County is \$293,752. These distributions will assist with incurred costs associated with COVID19.

Councilmember Berg made a motion seconded by Councilmember Mellon to approve the Memorandum of Understanding Related to Distribution of CARES Act Funds with Larimer County and the municipalities of Larimer County as presented. Motion carried with a roll call vote.

Councilmember Lemasters made a motion seconded by Councilmember Young to approve the Collaboration Agreement Related to the Distribution of CARES Act Funds with Weld County and the municipalities of Weld County as presented. Motion carried with a roll call vote.

There being no further business to come before Council the meeting adjourned at 6:24 p.m.

Mayor

Town Clerk

List of Bills

Town of Johnstown
List of Bills - May 23, 2020 to June 26, 2020

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	3,039.50
4Rivers Equipment	Supplies	PW	140.88
AAA Auto Parts, Inc	Maintenance	PW	21.11
Ace Hardware	Supplies	PD/PW	1,373.09
Adamson Police Products	Uniforms	PD	121.90
ADT Commercial	YMCA security	YMCA	8,390.40
AED Everywhere, Inc.	YMCA equipment	YMCA	4,575.00
All Copy Products	Copier supplies	ADM	585.90
Alliance Transportation Services	Recreation center construction	YMCA	3,000.00
Anchor Auto Glass	Windshield repair	PD	10.00
AP Mountain States, LLC	Recreation center	YMCA	1,543,925.47
APEX Pavement Solutions	Sealing and striping of lots	PW	12,419.15
Apex Shredding Inc.	Community Shred Event	PD	825.00
Aqua Backflow, Inc.	Mailings	PW	220.00
Arapahoe Rental	Headgate repair at lake	PW	60.42
BHA Design Incorporated	I25/60 design	PW	2,275.00
Big Thompson Apartments, LLC	Return landscape surety	ADM	80,575.00
BPS Tactical, Inc.	Uniforms	PD	522.00
Browns Hill Engineering & Controls	Scada repairs	PW	22,018.39
Canyon Systems	Lift station repairs	PW	968.62
Card Services	Supplies	ALL	10,201.77
Cascade Industries Inc.	Metering supplies for plant	PW	47.50
Caselle, Inc	Business license module, support	ADM	4,192.00
Cassidy's	Grant	ADM	10,000.00
CDPHE, Water Quality Control Division	Testing at Low Point	PW	7,686.00
CDW Government	Vehicle laptops	PD	5,850.00
Central Square Technologies	Software	ADM	35,607.70
Central Weld County Water District	Emergency water purchase WTP flood	PW	3,369.82
CenturyLink	Communications	ALL	485.46
Churchich Recreation LLC	Volleyball net	YMCA	173.00
Cintas	Mat service	PW	1,707.12
Cirsa	Insurance deductible	PW	1,000.00
City of Greeley	Water	PW	3,259.89
City of Loveland	I-25 Capital	PW	25,262.32
CivicPlus	Annual website hosting fee	ADM	4,351.57
Colo. Dept. Of Public Health	CDHPE site app for low point expansion	PW	37,054.00
Colorado Analytical Labs	Lab testing	PW	95.00
Colorado Concrete Construction	Flow line replacement	PW	68,253.25
Colorado Department of Revenue	OJ/W's & Defaults	ADM	240.00
Colorado Department of Transportation	I-25 Agreement w/CDOT	ADM	250,000.00
Colorado Greenbelt Management	Snow removal & lawn care	PW	1,835.00
Colorado Materials, Inc.	Gravel CR3	PW	2,247.12
Community Center Refunds	Community Center refunds	ADM	750.00
Connell Resources, Inc.	CMaR design work; CR 50	PW	82,232.10
Consolidated Home Supply Ditch &	Trace fees	ADM	514.50
Consolidated Home Supply Ditch &	Billbacks	ADM	2,928.54
Coren Printing, Inc	Vehicle tow logs	ADM	322.00
Dana Kepner Co.	Sewer repairs, hydrant repairs	PW	6,677.65

Town of Johnstown
List of Bills - May 23, 2020 to June 26, 2020

DBC Irrigation Supply	Sprinkler/irrigation repairs	PW	385.16
Dell Business Credit	YMCA equipment	YMCA	9,149.95
DES Pipeline Maintenance, LLC	Sewer camera inspections	PW	3,712.50
Discount School Supply	Preschool furniture	YMCA	17,107.37
DPC Industries Inc	Chemicals	PW	32,144.37
Elements	YMCA equipment	YMCA	17,488.36
Envirotech Services, Inc	Ice slicer	PW	8,149.89
Ergomed	Employment screening	ADM	200.00
Ferguson Waterworks	PPE	PW	486.44
First Class Security Systems	YMCA equipment	YMCA	826.63
First National Bank of Omaha	Professional services	ADM	37.45
Flowers For 3 Greenhouse	Downtown flowers	PW	6,805.84
Fort Collins Plastics, Inc.	Plastic screen	PW	1,500.00
Front Range Raynor	Garage door maintenance, pump repair	PW	656.00
Front Range Roofing Systems LLC	Roof repair town hall	PW	1,474.83
Frontier Fertilizer & Chemical	Weed control	PW	155.84
Gamez, Shirley Newsom	Mileage	ADM	65.00
Gardner, Danielle	Council retreat food/water	ADM	129.12
Glacier Construction Co., Inc.	Media project, hydrant meter refund	PW	163,085.50
Glenn A. Jones Library	Hail repair reimb, monthly support	LIB	201,620.93
GMCO Corporation	Mag chloride for CR 3	PW	7,484.40
Grainger, Inc.	Supplies, pump parts	PW	12,129.39
Greeley Lock and Key	Key fobs	PW	41.30
Greeley Tribune	Subscription	ADM	57.20
Green CO2 Systems	YMCA equipment	YMCA	629.45
Greystone Technology Group	Computer support	ALL	1,265.00
Ground Engineering Consultants	Professional services	PW	1,081.25
H & E Equipment Services, Inc.	Lift rental for banners	ADM	1,157.19
H.E.S. Elevator Service	Elevator maintenance	ADM	708.75
Hach Company	WTP sensors	PW	3,593.15
Hawks Signs, Inc.	Playground signs / COVID 19	PW	742.50
Hays Market	Supplies	ALL	111.07
Helton & Williamsen, P.C.	Billback - Engineering Services	ADM	18,705.00
Herbert Instrumentation Services	VFD installation, replacement	PW	11,980.00
Hill & Robbins, PC	Professional services	ADM	1,854.00
Hirschfeld Backhoe & Pipeline, Inc.	Culvert replacement CR14	PW	8,960.00
Home Depot Pro	Office supplies	ALL	27.71
IMEG Corp	Billback - Engineering Services	ADM	6,330.00
IMEG Corp	Engineering services	PW	52,320.00
Infosend, Inc.	Utility bill printing	ADM	2,696.11
Insight North America, LLC	Investment services	ADM	2,909.44
J&S Contractors Supply Co.	Design & observation services, supplies	PW	17,859.72
John Deere Financial	Repair	PW	23.91
Johnstown Breeze	Publications	ADM	162.00
J-U-B Engineers, Inc.	New water tank design	PW	26,060.56
Kelly Supply Co	Pipe and supplies	PW	408.02
LaCouture, Inc.	Rec Center consulting	YMCA	19,632.00
Larimer Co Clerk & Recorder	Recording escrow	ADM	400.00
Larimer County Sales Tax Administrator	Use tax - reimbursement	ADM	20,589.89

Town of Johnstown
List of Bills - May 23, 2020 to June 26, 2020

Law Office of Avi Rocklin LLC	Legal services	ADM	12,238.00
Little Thompson Water District	Emergency water purchase WTP flood	PW	42,436.68
Logan Simpson	Comp plan	ADM	14,664.00
Lowe's	Supplies	PW	85.74
M & M Construction, Inc.	Staff gauges for lake	PW	602.27
Mac Equipment	Mower parts	PW	16.66
Mac Equipment	Trimmers and supplies	PW	953.76
Mares Auto Inc.	Vehicle repairs	PW	60.00
McDonald Farms Enterprises Inc	Hauling of liquids from LPWWTP	PW	3,250.00
MGS Incorporated	Trailer	PW	12,462.78
Milliken Johnstown Electric	Building repairs	PW	1,076.50
Mountain States Pipe & Supply	Water meters	PW	5,485.79
Municipal Treatment Equipment Inc.	Lift station repairs	PW	149.03
Municode	Agenda management software	ADM	4,881.35
NAB Consruction, LLC	Refund use tax	ADM	148.00
Nalco Company LLC	WTP Chemicals	PW	10,749.13
Napa Auto Parts, Inc	Vehicle supplies	PW	728.43
New Pig	Floor signs - COVID	ADM	540.60
Newco Inc	Electric work	PW	727.83
Northern Filter Media Inc.	Anthracite for media	PW	43,508.85
Northern Safety Co Inc	Gloves for testing	PW	423.96
Northwest Parkway	Tolls	PD	10.85
Office Depot Business Credit	Office supplies	ALL	424.98
Optimum	YMCA equipment	YMCA	2,652.39
Otis & Bedingfield, LLC	JDDA legal	ADM	1,050.00
Perkins+Will, Inc.	Professional services	PW	9,263.57
Poudre Valley REA	Utilities	PW	11,379.35
ProCode Inc.	Building inspection services	ADM	12,750.00
Purchase Power	Postage meter	ADM	507.77
Ramey Environmental Compliance Inc.	ORC Services, float repairs	PW	16,483.26
Reflections Signs and Graphics	Rec Center signs	YMCA	54,695.71
Rhinehart Oil Co., Inc.	Fuel	PW	8,233.73
RoadSafe Traffic Systems	Handicap markings	PW	1,908.62
Rocky Mountain Water Environment	Subscription	PW	35.00
Roosevelt High School	Restitution	ADM	561.70
Rowley's Auto Collision Experts Inc	Auto repairs	PW	1,738.30
Royal-T	Jet services	PW	1,605.50
Safety & Construction Supply, Inc.	Safety supplies	PW	313.16
Sam's Club MC/SYNCB	Supplies	ALL	342.01
Steelock General Fence Contractor	Entry gate repair	PW	300.00
Subway	Grant	ADM	9,000.00
SunRun Installation Services	Refund	ADM	361.76
TDS	Telephones/modem	ALL	1,696.12
Teledyne Instruments, Inc.	Rental equip for sampling	PW	1,677.20
The Home Depot/GECE	Supplies	PW	674.36
Thompson River Pediatrics	Grant	ADM	10,000.00
Traffic Signal Controls Inc	Traffic signal for Rec Center	PW	4,620.00
Tri-Tech Forensics, Inc.	DUI blood kits	PD	123.50
Trugreen Chemlawn	Parks fertilizer	PW	7,573.65

Town of Johnstown
List of Bills - May 23, 2020 to June 26, 2020

Twin Silos, LLC	Reimbursement agreement	ADM	12,000.00
UC Health	Lab testing	PD	159.40
United Power	Street lights, utilities	PW	1,597.20
United States Plastic Corp	Repair supplies	PW	45.98
USA Bluebook	Supplies for WTP & WWTP	PW	1,241.08
Utility Refunds	Utility refunds	ADM	3,352.68
Vector Disease Control	Mosquito spraying	PW	3,306.50
Veris Environmental, LLC	Sludge removal	PW	3,646.54
Verizon Wireless	Cell phones	PD/PW	3,057.97
Veterans Bros.	Grant	ADM	10,000.00
Warehouse Supply Inc	Tools for shop	PW	72.96
Waste Management	Trash services	PW	60,504.62
Waxie Sanitary Supply	Supplies	YMCA	6,688.29
Wazee Electric	Pump repair	PW	11,271.68
Weld County Dept of Public	Lab services	PW	2,409.00
Weld County Public Safety IT	Weld County security token	PD	64.12
Weld County Sheriff	Weld County jail fee	PD	58.56
Windstream	Telephone/Internet	ALL	1,148.15
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	1,530.00
Workwell Occupational Medicine	Professional services	ADM	36.00
WR Investment, LLC	Reimbursement agreement	ADM	124,200.00
Xcel Energy	Utilities	PW	48,847.08
Xerox Corporation	YMCA equipment	YMCA	7,595.00
Yost Cleaning	Monthly cleaning service	ALL	821.00
			<hr/> 3,555,335.99

Water and Sewer Service Agreement

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2020, by and between WDG Johnstown LLC, a Colorado limited liability company (“Developer”), and the Town of Johnstown, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Developer owns an interest in land comprised of approximately 0.967 acres within the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., also known Lot 2 of the Amended Plat of Lot 1, Block 1, 2534 Filing No. 4 and Lot 1 Amended Plat of Lot 2, Block 1, 2534 Filing No. 4 and Lot 1, 2534 Filing No. 4 Second Replat, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed and is to be leased as a 1-story 4,500 square-foot paint store (“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, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (June 4, 2018) for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated June 26, 2018, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.5	0.025
Landscape Irrigation (non-potable)	0.38	0.327
Total	0.88	0.352

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 28.52 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 172.29 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

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 2.82 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.32 acre-feet per year non-potable water supply for landscape irrigation.

4. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the 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. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

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 or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

WDG Johnstown LLC
4201 E Yale Ave, #140
Denver, CO 80222

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

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

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

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

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days 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.

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

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

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

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

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

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

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

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

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

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

Signatures follow on separate pages

WDG JOHNSTOWN LLC

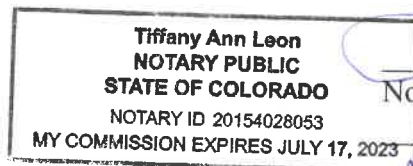
By: [Signature]
Mike Wall

Title: Principal Agent

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 15 day of June, 2020 by
Mike Wall, as the Principal Agent of WDG Johnstown, LLC.

Witness my hand and official seal.



[Signature]
Notary Public

Denver, Colorado
Address

214-966-9981
Telephone

My Commission Expires: July 17, 2023

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A
SUBJECT PROPERTY

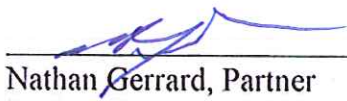
LOT 2, AMENDED PLAT OF LOT 1, BLOCK 1, 2534 FILING NO. 4 AND LOT 1,
AMENDED PLAT OF LOT 2, BLOCK 1, 2534 FILING NO. 4 & LOT 1, 2534 FILING NO. 4
SECOND REPLAT, TOWN OF JOHNSTOWN COUNTY OF LARIMER, STATE OF
COLORADO

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as 2534 Paint Store, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between WDG Johnstown LLC, a Colorado limited liability company, and the Town of Johnstown dated _____, 2020. The amount of such allocated raw water credit is calculated to be 0.5 acre-feet per year for In-Building Use and 0.38 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.


GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

Dated: 6/15/2020

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 6/3/2020

**Resolution
No. 2020-19**

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2020-19

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO.
SUPPORTING THE APPLICATION FOR AN ENERGY IMPACT GRANT FROM THE
STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the Town of Johnstown authorizes the application for the Energy Impact Grant; and

WHEREAS, the purpose of the grant is to improve the drainage in order to minimize the flooding by making critical improvements to the Town's Storm Water infrastructure that will benefit the community from an unimproved condition; and

WHEREAS, this will be a sole capital project for the Town of Johnstown; and

WHEREAS, the total cost of the project is estimated to be \$2,693,750 and the grant request is for \$1,000,000 which is the maximum request permitted.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Johnstown, Colorado that:

Section 1. The Town Council hereby authorizes and supports the application for the Energy Impact Grant in the amount of \$1,000,000.

Section 2. The Town Council hereby commits to appropriate funds for the Old Town Drainage Improvements to fund this project upon award for the grant in the amount requested in FY 2021.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or part 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 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 6TH DAY OF JULY, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____

Diana Seele, Town Clerk

Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: July 6, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 07/06/2020 – Regular Town Council Meeting
 - 07/20/2020 – Regular Town Council Meeting
 - 08/03/2020 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Liquor Licensing* – The owners of The Black Sheep submitted an application to Modify Premises to include the pizza shop known as Dominic's Pizza which they recently purchased.
- *Staffing* – The Planning & Development Department welcomed a new Planner I, Kristin Cote, on June 15. She has nearly 20 years of planning and public administration experience in Minnesota and we're thrilled to have her join us.
- *2019 Audit* – The 2019 Audit is currently in process. The auditors have completed their onsite field work. The final audit documents are expected to be complete the end of July.
- *Comprehensive Plan* – Staff and Logan Simpson hosted a Town Hall meeting to close out the Phase 1 of information gathering and kick-off Phase 2 – this was shown as a Facebook Live event, and that video has been viewed approximately 762 times. We continue to engage the public as we move into Phase 2 of developing statements for the plan's guiding principles and start to identify opportunities in the community.

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- *CentralSquare/Trakit* – Staff completed a week-long intensive training of “Subject Matter Experts” on June 26, and is entering the testing phase for the next 2-3 months to ensure configuration is correct before we launch with real-time projects.
- *Gerrard Rezone COZ20-0004* – The Planning Director, Town Manager, and Mayor attended the Weld County Planning Commission meeting on June 16th to voice the Town’s concerns and opposition to the proposed rezone of 131 acres to I-3 within our GMA area. The Planning Commission vote was 4-4; the project will next be heard by the BOCC at a date to be determined (continued from original the July 22 date).
- *2045 Statewide Transportation Plan DRAFT* – A draft of the 2045 Statewide Transportation Plan is available for public review. Comments are due by July 30. Staff will be reviewing this document as well. To view visit <https://www.codot.gov/programs/your-transportation-priorities/statewide-plan>.
- *Communications Intern (Marketing & Web Design Intern)* – The Communications Department has an intern, as of 6/22/2020. The internship is a 3-month long experience working specifically with the Communications Manager on our website and is for college credit.
- *NOCO Real Estate Summit* – The Town Manager presented during the NOCO Real Estate Summit community development, outlook and future opportunities. Neighboring communities also participated as well. This is believed to be the first time we have participated in this event.
- *Mission, Vision, & Values* – Work continues on the wordsmithing of the Mission and Vision for the organization. Tentatively we hope to provide options for the Council to consider on July 20 based on feedback from the mini-retreat.
- *Micro Grant Program* – To date the Town has issued 23 micro grant awards totaling over \$200,000.

Police Department

Training

- *Evidence Technician Training* – Christina Adair completed several online training courses to receive required certifications. The training included; proper protocol for testing narcotics; arson and crime scene photography basics, key aspects of arson/fire investigation, casting tool marks, and the basics of latent fingerprint lifting.
- *Colorado Open Records Act Training* – Julie Connelly, Lori Howell and Christina Adair completed a class titled “Redacting Records in Colorado What Can and Cannot Be Released.” This training covered: Criminal Records, Juvenile Records, Traffic Records, Personnel Records and related privacy issues.

Public Works Department

Streets, Stormwater, & Parks

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- *Cemetery* – Planning for the new Columbarium will begin after Council consideration of the item. Work includes pouring a foundation pad and landscaping. Completion date should be Fall 2020.
- *Storm* – Design for the Town Storm Project in Old Town is about 90% complete. A DOLA grant is being applied for to help fund for this project with the application deadline of August 1. This project will include multiple inlets and piping in and around the streets of Greeley, Fremont, and Estes. Along with inlets and piping, new construction of roadway will be added to control surface runoff. The storm pipe that was washed out in Pioneer Ridge is being repaired. Crews will fill in all washout areas with new dirt.
- *Streets* – Patching efforts were completed on Charlotte, Wood Duck and Estes. Approximately 60 tons of patching material was used. Crews will continue to repair potholes as needed. Grading continues especially for CR 3 by the Low Point WWTP. The CR 50 project is 25% complete. The road has been shaped and the final remaining driveway culverts are being replaced. Crews are scheduled to start importing 22,000 tons of gravel the week of June 29. Estimated completion for the project is end of August. Crews installed the thermo plastic crosswalk and lighted crossing at Molinar and Parish. We are currently reviewing bids for a non-lighted crosswalk in front of the post office at Herrera and Parish Avenue.
- *Parks* – Due to the early heat wave, we have increased watering time in the parks. Irrigation replacement parts for have been hard to find as suppliers are low due to COVID-19.
- *Inspections* – Staff has been busy proof rolling streets in Thompson River Ranch Filing 7 as well as the CR 50 project.
- *Staffing* – We would like to welcome Tyler Rowley to the Street Department. With his addition, Public Works is now fully staffed. Seasonal workers have started for the summer months.

Water and Wastewater Plants

- *Water plant* – A power surge destroyed two VFD's at the Town Lake. When investigating the damage, it was noted that surge protectors were not installed on the two units. Two new VFD's and new surge protectors have been ordered and will be installed. A power issue at the Lone Tree Pump Station resulted in the # 2 pump tripping. This caused raw water flow to drop. Staff was able to adjust the Town Lake pumps to increase flows while the Lone Tree pump was down. Our contractor installed a used VFD to allow operations to continue until the new unit arrives. Hach was called in to replace the chlorine sensors on our elevated water tank. Staff installed a new air relief valve on the raw water line in the DAF building.
- *Central WWTP* – With the installation of the new bar screen at the CWWTP, maintenance duties have increased. The new screen needs to be cleaned every couple of hours, especially during peak flows to avoid any overflow that may occur. We have adjusted the schedule to make sure we cover high-peak times of day. "Flushable Wipes"

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are the biggest issue we see clogging the screen. The Communications Manager shared another post on our website/social media about what is safe to flush and it does not include the “flushable wipes”.

- *Low Point* – Aqua Engineering continues to assess and design the new expansion for Low Point. They have requested a 14-day sampling of our influent and effluent to assist them in their assessment of our plant for treatment possibilities with the future expansion.
- *Locates* – 360 line locates were dispatched from 811 between June 1-19. Out of those 360 requests, 160 were marked by staff. We are averaging 10.65 locates per day, and this is probably on the low side for this month. Locates are becoming a full-time position.

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 A

SUBJECT: Request from Oakwood Homes for Amendments to prior Subdivision Development and Improvement Agreements for Thompson River Ranch Filings No 5, 6, and 10

ACTION PROPOSED: Consider Request and Proposed Amendments to Subdivision Development and Improvement Agreements for Filings 5, 6, and 10 of Thompson River Ranch

ATTACHMENTS:

1. Oakwood Request for Amendment
2. Proposed Amendment to Subdivision Development and Improvement Agreements for Filings 5, 6, and 10 of Thompson River Ranch

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Oakwood Homes (“Developer”) has requested consideration of amendments to the Subdivision Development and Improvement Agreements for Filings 5, 6, and 10 of Thompson River Ranch. These agreements all contain language in Special Provisions, Exhibits B-3, that requires that High Plains Boulevard/LCR 3 be fully constructed as detailed in the agreements, on or before Developer obtains the 120th building permit for the eastern portion of the development (exclusive of Filings 1, 3, 4 and 9). The request also indicates the intent to include this language with the current consideration of Filing 7 Final Subdivision and agreement.

The attached written request from Oakwood Homes indicates that the impetus for the requested amendment is the need to construct a box culvert crossing over the Hillsborough Ditch as part of this roadway construction project. The ditch company does not permit any construction in or across the ditch during its active season of water delivery, generally April 1st to October 1st. Oakwood is concerned that with their current pace of construction and sales, that this construction restriction will halt their building permits until construction of High Plains Boulevard is complete.

A recent search of building permit records indicates that as of June 5, 2020, the building permit total for the affected filings of Thompson River Ranch is 88 issued (73.3%), of the 120-permit threshold; another six new home permit applications have been received and are in process currently – soon bringing that total to 94 (78.3%). Filing 10 was approved most recently, and contained 40 lots; Filing 7 is on this same agenda and proposes an additional 81 single family lots.

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Agreement Language

Current:

On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.

Oakwood Proposal:

Prior to issuance of the 120th building permit, Developer shall provide a Performance Guarantee in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer, payable to the Town of Johnstown, for any outstanding improvements to High Plains Boulevard/LCR 3 that remain; however, full construction and initial Town acceptance must occur no later than June 30, 2021. After this time no additional permits will be issued until this road is complete and accepted by the Town.

Negotiated Language (Current agreement language + additions in *italics*):

On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.

Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.

This third option is a hybrid which maintains the full intent of the original provision, yet provides the alternative option for Oakwood/Clayton to provide sufficient surety to guaranty the roadway improvements. Staff feels this is an adequate and reasonable accommodation to ensure that the needed improvements are completed by the Developer in a reasonable timeframe, while maintaining continued construction and sales in a successful Johnstown neighborhood. The provision of 110% surety provides motivation for the Developer to complete the project, as well as covers the risk that the Town may need to step in and complete

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that work. The date certain of June 30, 2021, provides adequate time for the Developer to complete the construction work, including that over the Hillsborough Ditch, while extending that time period out judiciously in terms of a hard date by which the Town needs that work completed, given the continued growth and development of Thompson River Ranch. This date also ensures that the road is fully installed prior to the anticipated date of opening for the new Thompson School District pK-8 school in this neighborhood.

The attached Exhibit “Proposed Agreement” details the specific language that the Town Attorney and Staff recommend, if Council chooses to entertain this request and proceed with and approve such amendments.

LEGAL ADVICE:

The Town Attorney prepared the proposed agreement.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION:

Approve the Second Amendment to the Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 5 and 6), and First Amendment to Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 10).

SUGGESTED MOTIONS:

For Approval:

I move to approve the Second Amendment to the Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 5 and 6), and First Amendment to Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 10) and authorize the Mayor to sign.

For Denial:

I move to deny the Second Amendment to the Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 5 and 6), and First Amendment to Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 10) with the following finding(s):

_____.

Reviewed and Approved for Presentation,

Town Manager

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OAKWOOD
HOMES

June 17, 2020

Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

**RE: Thompson River Ranch
Subdivision Development Improvement Agreement Filing 7
Subdivision Development Improvement Agreements 5, 6, and 10 Amendment
Larimer County Road 3 Improvements & Hillsborough Ditch Crossing**

To the Mayor and Council:

On behalf of Oakwood Homes, thank you and the Johnstown community for making Thompson River Ranch the premier master-planned community in Northern Colorado. Projects of this scale and complexity are only possible when approached in a collaborative manner and we are grateful for the continued assistance from the planning and development staff and the on-going support we have received from the greater Johnstown community.

As some of you may know, the Subdivision Development and Improvement Agreements (SDIA) for Thompson River Ranch Filings 5, 6 and 10 require Oakwood Homes to complete defined roadway improvements to CR 3 (High Plains Boulevard) from River Ranch Parkway to County Road 18 prior to the issuance of the 120th building permit in Thompson River Ranch exclusive of Filings 1, 3, 4 and 9. As of the date of this letter, approximately 77 building permits have been issued.

Completion of the CR3 roadway improvements requires a box culvert be constructed in and over the Hillsborough Ditch. The Hillsborough Ditch Company does not permit any construction in the ditch between April 1st and October 1st. We plan to begin construction of the box culvert as soon as reasonably possible after October 1st of this year and weather permitting, we expect to pave by the end of the year.

Based on the number of building permits issued to date, our current sales pace, the construction restriction imposed by the Hillsborough Ditch Company and conversations with Town staff, we kindly request that the following language be included in the Filing 7 SDIA to permit us to continue our sales and development efforts:

“Prior to issuance of the 120th building permit, Developer shall provide a Performance Guarantee in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado and approved by the Town Engineer, payable to the Town of Johnstown, for any outstanding improvements to High Plains Boulevard/LCR 3 that remain; however, full construction and initial Town acceptance must occur no

OAKWOOD HOMES

later than June 30, 2021. After this time no additional permits will be issued until this road is complete and accepted by the Town."

In addition, we kindly request that that the SDIAs listed below be amended with the same language proposed above:

- Filing 5 executed on March 16, 2015. Notice recorded as Reception #20150073115.
- Filing 6 executed on February 22, 2017. Notice recorded as Reception #20170077520.
- Filing 10 executed on November 18, 2019. Reception #20200012146

I would be happy to address any questions or concerns you have. Thank you in advance for your time and consideration of this request.

Sincerely,

Todd Bloom

Todd Bloom
Director of Acquisitions and Entitlements
tbloom@oakwoodhomesco.com
303-596-6591

ATTACHMENT 2

Proposed Agreement:

Second Amendment to the Subdivision development and Improvement Agreement (Thompson River Ranch Filing No. 5 and 6)

And

First Amendment to Subdivision Development and Improvement Agreement (Thompson River Ranch Filing No. 10)

**SECOND AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT
AGREEMENT (THOMPSON RIVER RANCH FILING NOS. 5 AND 6)
AND
FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT
AGREEMENT (THOMPSON RIVER RANCH FILING NO. 10)**

THIS SECOND AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT (THOMPSON RIVER RANCH FILING NOS. 5 AND 6) AND FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT (THOMPSON RIVER RANCH FILING NO. 10) ("Amended Agreement") is entered into this ____ day of July, 2020, by and between the Town of Johnstown, Colorado, a Colorado home rule municipality ("Town"), and Clayton Properties Group II, Inc., a Colorado corporation d/b/a Oakwood Homes ("Developer") (collectively, the "Parties").

WHEREAS, on or about March 16, 2015, the Town and the Developer, or a predecessor to the Developer, entered into a Subdivision Development and Improvement Agreement related to development of property designated as "Thompson River Ranch Filing No. 5" and, on or about February 22, 2017, entered into the First Amendment to such agreement (collectively, "Filing No. 5 Agreement"), with respect to property situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on Exhibit 1, attached hereto and incorporated herein by this reference; and

WHEREAS, on or about February 22, 2017, the Town and the Developer, or a predecessor to the Developer, entered into a Subdivision Development and Improvement Agreement related to development of property designated as "Thompson River Ranch Filing No. 6" and, on or about March 5, 2018, entered into the First Amendment to such agreement (collectively, "Filing No. 6 Agreement"), with respect to property situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on Exhibit 2, attached hereto and incorporated herein by this reference; and

WHEREAS, on or about December 2, 2019, the Town and the Developer entered into a Subdivision Development and Improvement Agreement related to development of property designated as "Thompson River Ranch Filing No. 10" ("Filing No. 10 Agreement") with respect to property situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on Exhibit 3, attached hereto and incorporated herein by this reference; and

WHEREAS, for purposes of this Amended Agreement, the Filing No. 5 Agreement, Filing No. 6 Agreement and Filing No. 10 Agreement are collectively referred to herein as the "Prior Development Agreements;" and

WHEREAS, Exhibit B-3 to the Prior Development Agreements contains Additional Terms, Conditions or Provisions related to the development, including, with slight deviations in each of the Prior Development Agreements, a provision requiring the Developer to complete

construction and improvements to Larimer County Road 3 (High Plains Boulevard) prior to the issuance of the 120th building permit, exclusive of certain filings (“LCR3 Improvements”); and

WHEREAS, Developer agrees and is prepared to construct the LCR3 Improvements, but has requested an extension to construct the portion of the improvement that crosses the Hillsborough Ditch until after the irrigation season; and

WHEREAS, the Town desires to accommodate the Developer’s request on the condition that the Developer provide a Performance Guarantee and complete the LCR 3 Improvements no later than June 30, 2021; and

WHEREAS, to effectuate the foregoing, the parties desire to enter into this Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

1. Recitals. The recitals are incorporated as if fully set forth herein.
2. Exhibit B-3. Paragraph 5 of Exhibit B-3 to the First Amendment to the Filing 5 Agreement, Paragraph 2 of Exhibit B-3 to the First Amendment to the Filing 6 Agreement and Paragraph 2 of Exhibit B-3 to the Filing 10 Agreement are hereby amended to provide:

On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer. Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado, and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.

3. Conflict; Validity of Prior Development Agreements. To the extent of a conflict between Exhibit B-3 to the Prior Development Agreements and this Amended Agreement, this Amended Agreement shall control. Except as expressly modified herein, the Prior Development Agreements shall remain in full force and effect.

By: _____
Gary Lebsack, Mayor

EXHIBIT 1 Legal description - Thompson River Ranch Filing No. 5

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE POINT OF BEGINNING;

THENCE S 84°54'14" E, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°25'35" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 39°54'14" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 39°54'14" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE N 05°05'46" E, A DISTANCE OF 219.57' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 51.65' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'46", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 12°14'40" E, 51.52' TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE 31.10' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 25°09'22" W, 28.06' TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE 33.18' ALONG SAID COMPOUND CURVE HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 13°06'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 76°15'38" W, A CHORD LENGTH OF 33.11';

THENCE N 07°11'02" E, A DISTANCE OF 60.00';

THENCE N 05°05'46" E, A DISTANCE OF 110.14';

THENCE N 74°44'16" E, A DISTANCE OF 191.36';

THENCE S 84°54'14" E, A DISTANCE OF 275.72';

THENCE N 05°05'46" E, A DISTANCE OF 79.10' TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N 89°43'39" E, ALONG SAID NORTH LINE, A DISTANCE OF 904.25';

THENCE S 03°58'21" W, A DISTANCE OF 79.80';

THENCE S 84°54'14" E, A DISTANCE OF 91.49';

THENCE S 15°50'35" E, A DISTANCE OF 114.55' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE 113.67' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 83°29'49", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 22°33'53" E, 103.87' TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'15", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°08'24" W, 46.11';

THENCE S 05°05'46" W, A DISTANCE OF 51.53';

THENCE S 84°54'14" E, A DISTANCE OF 110.00';

THENCE S 05°05'46" W, A DISTANCE OF 300.00';

THENCE S 01°46'08" W, A DISTANCE OF 38.02' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 145.73' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 425.00', A CENTRAL ANGLE OF 19°38'45", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 75°49'30" E, 145.01';

THENCE N 66°00'07" E, A DISTANCE OF 26.10';

THENCE S 21°40'01" E, A DISTANCE OF 100.08';

THENCE S 66°00'07" W, A DISTANCE OF 22.03' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 266.59' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00', A CENTRAL ANGLE OF 29°05'39", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 80°32'57" W, 263.73';

THENCE N 84°54'14" W, A DISTANCE OF 22.44' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 64.00';

THENCE S 05°05'46" W, A DISTANCE OF 162.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 224.62' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 202.23';

THENCE N 84°54'14" W, A DISTANCE OF 375.40' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 20.75' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00', A CENTRAL ANGLE OF 08°18'49", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 80°44'49" W, 20.73';

THENCE N 76°35'25" W, A DISTANCE OF 145.83' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 203.87' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00', A CENTRAL ANGLE OF 81°41'11", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 35°44'49" W, 187.04';

THENCE N 05°05'46" E, A DISTANCE OF 140.41';

THENCE N 84°54'14" W, A DISTANCE OF 64.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°25'35" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 136.80' TO THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N 00°00'58" W, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 100.40' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 1,500,722 SQUARE FEET, 34.45 ACRES, MORE OR LESS.

EXHIBIT 2

THOMPSON RIVER RANCH FILING NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE NORTH RIGHT OF WAY FOR RIVER RANCH PARKWAY; THENCE S 84°54'14" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; THENCE 31.42' CONTINUING ALONG SAID NORTH RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28' **TO THE POINT OF BEGINNING**;

THENCE N 05°05'46" E, A DISTANCE OF 224.75' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'15", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 01°56'51" W, A CHORD LENGTH OF 46.11' TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE 78.01' ALONG THE ARC OF SAID A REVERSE CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 57°18'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 19°39'36" E, A CHORD LENGTH OF 74.80';

THENCE N 41°41'20" W A DISTANCE OF 43.12'; THENCE N 05°05'46" E A DISTANCE OF 105.06'; THENCE S 84°54'14" E A DISTANCE OF 180.00'; THENCE S 77°18'33" E A DISTANCE OF 60.53'; THENCE S 84°54'14" E A DISTANCE OF 300.00'; THENCE N 74°44'16" E A DISTANCE OF 191.36';

THENCE S 84°54'14" E A DISTANCE OF 275.72' TO THE WESTERLY RIGHT OF WAY FOR BIG THOMPSON ROAD;

THENCE S 05°05'46" W, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 90.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 31.42' CONTINUING ALONG SAID WESTERLY RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, A CHORD LENGTH OF 28.28' TO THE NORTHERLY RIGHT OF WAY FOR RIVERWALK CROSSING;

THENCE THE FOLLOWING EIGHT CORSES ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY FOR SAID ALONG SAID RIVERWALK CROSSING:

1. THENCE N 84°54'14" W A DISTANCE OF 189.85' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
2. THENCE 180.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 49°56'19", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 70°07'37" W, A CHORD LENGTH OF 174.76' TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

3. THENCE 24.61', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 70°29'44", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 80°24'20" W, A CHORD LENGTH OF 23.08';
4. THENCE S 38°14'29" W, A DISTANCE OF 62.13' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
5. THENCE 31.10', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 25°09'22" E, A CHORD LENGTH OF 28.06', TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;
6. THENCE 51.65', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'46", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°14'40" W, A CHORD LENGTH OF 51.52';
7. THENCE S 05°05'46" W, A DISTANCE OF 219.57' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
8. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, A CHORD LENGTH OF 28.28' TO THE NORTHERLY RIGHT OF WAY LINE FOR RIVER RANCH PARKWAY;

THENCE THE FOLLOWING SEVEN COURSES ALONG THE NORTHERLY RIGHT OF WAY LINE FOR RIVER RANCH PARKWAY;

1. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
2. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, A CHORD LENGTH OF 28.28';
3. THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
4. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, A CHORD LENGTH OF 28.28';
5. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
6. THENCE 31.42' CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, A CHORD LENGTH OF 28.28';
7. THENCE N 84°25'35" W CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00' TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A GROSS AREA OF 325,924 SQUARE FEET, 7.482 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ASSUMED SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND 2 1/2" ALUMINUM CAP, L.S. 37911 AT THE CENTER-NORTH 1/16 CORNER AND BY A FOUND #6 REBAR WITH A 2 1/2" ALUMINUM CAP, L.S. 12374 AT THE CENTER OF SECTION 23 AS SHOWN HEREON.

EXHIBIT 3

LEGAL DESCRIPTION FILING #10

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

A PARCEL BEING A PORTION OF TRACT A AND B, BLOCK 7 IN THE THOMPSON RIVER RANCH FILING NO. 5 AS RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY AND ALSO BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH AT RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING DESCRIBED AS FOLLOWS.

COMMENCING AT THE CENTER-NORTH 1/16 CORNER OF SAID SECTION 23, THENCE S53°50'31"E, A DISTANCE OF 976.60 FEET TO THE WEST LINE OF THE TRACT A, BLOCK 7 OF SAID THOMPSON RIVER RANCH FILING NO. 5 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WEST LINE, N05°05'46"E, A DISTANCE OF 219.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 202.23 FEET TO THE NORTH LINE OF TRACTS A AND B, BLOCK 17 OF SAID THOMPSON RIVER RANCH FILING NO. 5;

THENCE ALONG SAID NORTH LINE OF TRACT A AND B, BLOCK 17 OF SAID THOMPSON RIVER RANCH FILING NO. 5, S84°54'14"E, A DISTANCE OF 519.70 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62, A CHORD BEARING OF S39°54'14"E WITH A CHORD DISTANCE OF 202.23 FEET TO THE EAST LINE OF TRACT B, BLOCK 17 OF SAID THOMPSON RIVER RANCH FILING NO. 5;

THENCE ALONG SAID EAST LINE OF THE TRACT B, BLOCK 7 OF SAID THOMPSON RIVER RANCH FILING NO. 5, S05°05'46"W, A DISTANCE OF 219.07 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S50°05'46"W WITH A CHORD DISTANCE OF 28.28 FEET TO A POINT ON THE SOUTH LINE OF TRACTS A AND B, BLOCK 17 OF SAID THOMPSON RIVER RANCH FILING NO. 5;

THENCE ALONG SAID SOUTH LINES THE FOLLOWING THREE (3) COURSES:

1. N84°54'14"W, A DISTANCE OF 10.00 FEET;
2. THENCE N84°56'32"W, A DISTANCE OF 745.67 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 10.03 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF

31.42, A CHORD BEARING OF N39°54'14"W WITH A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 299,091 SQUARE FEET OR 6.87 ACRES MORE OR LESS.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 B

SUBJECT: **Public Hearing** Thompson River Ranch Filing No 7 –
Final Subdivision Plat

ACTION PROPOSED: Consider Approval of a Resolution 2020-20 approving the Final
Subdivision Plat for Thompson River Ranch Filing No 7

ATTACHMENTS:

1. Resolution 2020-20
2. Proposed Final Subdivision PZC Memo
3. Thompson River Ranch Filing No. 7 Final Subdivision Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

This 24.6-acre property is located north of Riverwalk Circle, within the Thompson River Ranch subdivision. This filing is adjacent to large open areas south of the Big Thompson River intended to be dedicated to the Metro District as open space. The proposed subdivision would create 81 single family lots, with lot sizes ranging from 6,600 SF to 13,167 SF. Several outlots on span existing utility easements, as well as offer additional access to common open space. Outlots are to be dedicated to the metropolitan district.

Background:

Prior Actions: In 1999, the property was annexed and zoned PUD-MU as part of the WRFG Annexation. Thompson River Ranch Preliminary Subdivision, including the parcels under review, was approved in 2005, along with the Thompson River Ranch Design Guidelines. Configuration and scope of the proposed subdivision is in substantial conformance with prior approvals.

Floodplain: The 1% and 0.2% floodplain boundaries (aka 100-year and 500-year respectively) as recently remapped by FEMA, are shown on the plat, along the northern boundary. The appropriate map revision requests and documentation has been provided to and approved by FEMA, in a Letter of Map Revision (LOMR), for the proposed development area.

Design Standards: Existing Thompson River Ranch design standards and guidelines would apply. Home designs and Development Plans are subject to approval by Town Staff to ensure compliance with the design guidelines as well as the proposed Subdivision Development and Improvement Agreement. Fencing, landscaping, and street lighting will all be installed in conformance with these approved design guidelines.

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Access & High Plains Boulevard (LCR 3): Access to the lots would be provided by local public streets through previous filings. Written into the development agreements of prior filings, as well as the proposed agreement for this filing, is the need to improve High Plains Boulevard /LCR 3 to the Town arterial standard – with an Interim Arterial approved from the ditch crossing south to LCR 18, and the trigger for the improvement being the release of building permit #120 on the east side of the development. A request to amend this condition for Filing 5, 6, and 10 has been received by Staff. Due to the required ditch crossing along this roadway, and the inability to perform construction activities while the ditch is active, Clayton/Oakwood requested a modification to this condition that permits additional building permits, beyond #120, to be issued with the provision of a suitable financial surety/bond of 110% of any remaining outstanding construction at that time, with a date certain to have road improvements completed by June 30, 2021. Staff worked with the Applicant on the wording and details of this proposed amendment to arrive at this staff-supportable solution, and it is reflected in the proposed Subdivision Development and Improvement Agreement (Exhibit B-3) that appears on this same Council agenda.

Water and Sanitary Sewer: Construction plans were approved by the Town in May 2018, with the developer pursuing construction at-risk, without an approval final subdivision and development plan. This area of Thompson River Ranch connects to existing water and sanitary mains constructed based on plans approved with Filing No 5. Capacities and pressures are adequate to serve these additional lots. Wastewater would run to the Low Point Wastewater Treatment Plant. A Water and Sewer Service Agreement is proposed, and appears on this same Council agenda. The existing non-potable irrigation system will be used on any irrigated common areas, as approved.

Storm Drainage: Stormwater runoff from the development would be managed in conformance with Town requirements and the overall Master Drainage Plan for Thompson River Ranch.

Parks and Open Space: The public land dedication requirement for this subdivision would be 2.46 acres, per municipal code. Per the subdivision plat, 5.18 total acres are dedicated, instead, to the Thompson Crossing Metro District #6 as open space and landscape areas for long term maintenance, with use and access provided to the neighborhood and the public.

Emergency Services: Loveland Fire & Rescue Authority (LFRA) has approved the plans and construction drawings. Addressing of lots will be coordinated with LFRA and Loveland Emergency Telecommunications Authority (LETA).

Schools: The property lies within the Thompson School District and the overall development is meeting requirements for either cash-in-lieu or land dedication for a new school. A new PK-8 school is proposed in the immediate area.

Mineral Interests: Under state law, the developer has previously notified all severed mineral interest owners of pending surface development.

Technical Analysis: The application and submittal materials substantially comply with Town codes, standards, and other requirements, requirements of the annexation agreement, and the approved preliminary

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(subdivision) plat and development plan. The proposed single-family residential land use is consistent with the Johnstown Area Comprehensive Plan and Thompson River Ranch Design Guidelines.

Planning & Zoning Commission: On June 10, 2020, the Planning and Zoning Commission (PZC) held a public hearing to consider this Final Subdivision Plat. No public comments were received at or prior to the hearings. No substantive modifications to the plat have occurred since that time.

After deliberations, the Planning and Zoning Commission reviewed and recommended to the Town Council approval of the Thompson River Ranch Filing No. 7 Final Subdivision Plat with the included conditions included in the Suggested Motions herein.

LEGAL ADVICE:

The Town Attorney has prepared a resolution approving the Thompson River Ranch Filing No 7 Final Subdivision Plat.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION:

The Planning and Zoning Commission recommended approval of the Final Subdivision Plat with conditions.

SUGGESTED MOTIONS:

For Approval

I move to approve the Resolution with conditions as presented approving the Thompson River Ranch Filing No 7 Final Subdivision Plat.

For Denial

I move to deny the Thompson River Ranch Filing No 7 Final Subdivision Plat as presented.

Reviewed and Approved for Presentation,

Town Manager

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TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-20

APPROVING THE FINAL PLAT FOR THOMPSON RIVER RANCH FILING NO. 7, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 24.533 ACRES.

WHEREAS, Clayton Properties Group II, a Colorado corporation (“Developer”), submitted an application to the Town of Johnstown for approval of a Final Plat for Thompson River Ranch Filing No. 7, a subdivision of certain lands located in the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 24.533 acres; and

WHEREAS, on June 10, 2020, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Plat for Thompson River Ranch Filing No. 7 with certain conditions; and

WHEREAS, on July 6, 2020, the Town Council held a public hearing concerning approval of the Final Plat for Thompson River Ranch Filing No. 7 and, after considering the Planning and Zoning Commission’s recommendations, reviewing the file, and conducting such hearing, found as follows:

1. The data requirements, design standards and required improvements meet the requirements of the Johnstown Municipal Code Subdivision Regulations; and
2. The Final Plat for Thompson River Ranch Filing No. 7, as submitted, conforms substantially with the Preliminary Plat as approved.

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

Section 1. Final Plat Approval: The Final Plat for Thompson River Ranch Filing No. 7, a subdivision of certain lands located in the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 24.533 acres is hereby approved, subject to the following conditions:

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

3. A subdivision development and improvement agreement and a water and sewer service agreement shall be executed by the Town and the Developer and be recorded concurrently with the Final Plat for Thompson River Ranch Filing No. 7; and
4. The Developer shall pay the storm water system development fee to the Town pursuant to Section 13-136(1) of the Johnstown Municipal Code prior to recordation of the Final Plat for Thompson River Ranch Filing No. 7.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Thompson River Ranch Filing No. 7 and, consistent with the conditions set forth above, have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

ATTACHMENT 2

**PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM**

ITEM: SUB19-0009 Thompson River Ranch Filing 7 – Final Subdivision

DESCRIPTION: Final Subdivision for Thompson River Ranch Subdivision Filing 7 encompasses 24.6-acre and creates 81 single-family lots

LOCATION: West of High Plains Blvd / LCR 3 and South of the Big Thompson River, in Thomson River Ranch

APPLICANT: Clayton Properties Groups II, Inc. (owner)

STAFF: Darryll Wolnik, Planner II

HEARING DATE: June 10, 2020

PROPERTY INFORMATION

The applicant, Clayton Properties Group, Inc. is requesting final subdivision of 24.6 acres of land located on the east side of Thompson River Ranch, south of the river, and west of High Plains Blvd. The proposed subdivision is currently a single undeveloped parcel, historically used for agricultural purposes, which is wholly-owned by the Applicant. *(See Attachment A.)*

This subject property, as well as the surrounding land, is zoned PUD-MU in Johnstown, with approvals as Thompson River Ranch. A Preliminary Plat was approved by the Town in 2005 – see overall plat. This adjacent land to the west is also owned by the applicant and is part of future phases and filings of this development.

Surrounding land uses in the immediate south and east vicinity are residential, consisting exclusively of detached single-family homes. Thompson River Ranch Filing 8, which is currently under review, is east adjacent. Those lands to the north are currently open and are in their natural state, and are labelled as “open space” in the Thompson River Ranch PDP. Land to the west is held in private ownership outside of Thompson River Ranch and is currently used for agricultural purposes. It is not annexed into Town.

History

The subject property was annexed into Town as part of the WRFG annexation in 2000 by way of ordinance #2000-639. PUD-MU zoning was granted on December 18, 2000 by way of ordinance #2000-646. A Preliminary Plat and Development Plan, along with design guidelines, was approved on March 7, 2005 by way of resolution #2005-08. Filings 1-6 and 9-11 have already been approved at various times since approval of the preliminary plat, and are at various stages of development.

NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on May, April 28, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were not mailed to property owners in the 500-ft vicinity, as all those individuals within 500 ft of the actual buildable lots are Thompson River Ranch residents. A community meeting was not held because, in addition to the above reasoning for declining to mail notices, the department does not typically hold these meetings for a subdivision. No comments or concerns from adjacent property owners was received as of the date of publication of this memorandum.

PROJECT OVERVIEW

This proposed subdivision would create 81 single-family lots. (*See Attachment B*) These lots comprise 13.82 acres (56.2%) of the property, and range from 6,600 SF and 13,167 SF with an average area of 8,605 s/f. Six common outlots would be created as part of this plat, constituting 5.17 acres (21%) of open space and stormwater detention areas. No new parks will be created as part of this filing. However, these lots will count towards the 500-unit threshold at which point Oakwood Homes must have completed the community center building and park.

Multiple new roads will be created as part of this subdivision, totaling 5.61 acres (22.8%) of the overall land for this subdivision. These roads will be dedicated to the Town as public rights-of-way. Dedicated rights of way will be 60' wide, measuring 36' TBC (top back of curb) to TBC, and 6' paved sidewalk and 6' park strip on either side. A 10' public utilities easement has been dedicated along all rights-of-way, along with a 5' public utilities easement along rear lot lines.

As proposed, filing 7 has only one point of access, which is not allowed per fire code. As a condition of approval, applicant has agreed to build a 20' unimproved emergency access road starting at Riverwalk Circle and connecting to this filing at the intersection of Satinwood Dr. and Big Thompson Rd. This road is temporary and will become an improved, publicly-owned right-of-way when Thompson River Ranch Filing 8 develops.

It should be noted that much of the infrastructure, including roads, have already been built for this filing. The construction drawings for this filing were approved in 2017 as part of the construction drawings for filings 5 and 6. Additionally, this units in this filing will count towards the 120-unit trigger for completion of improvements to High Plains Blvd. / Larimer County Rd. 3. These improvements are to be completed by the developer per the development agreement for Thompson River Ranch.

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

Filing 7 creates 5.18 acres of open space, with 3.01 acres of landscaped area, outside of the individual lot landscaping. These landscaped areas area comprised wholly of live vegetation areas, of which a minimum must be at least 40%. Irrigated turf accounts for 2 acres (67%), which is within the maximum of 70%

allowed. An additional .57 acres (19%) of the landscaped area is comprised of native seeding. The remaining landscaped areas are a mix of rock (11%) and wood mulches (3%).

The applicant has proposed well above the required number of trees and shrubs. 121 trees will be planted across the subdivision, as will 309 shrubs. It should be noted the applicant proposes to use 1,271 xeric plants, comprising 84% of the plants; this is significantly greater than the required 50%.

This filing does not create any new parks. A single trail connection to this filing is located at the southeast corner of the subdivision at Big Thompson Rd., just south of Lacewood Ln. Said trail connection ties this filing into the trail system created as part of the Thompson River Ranch PDP. These trails will eventually connect the entire development. Johnstown Municipal Code Sec 17-51 requires dedication of a minimum of 10% of the gross land area to the Town as park land, 2.46 acres for this development. In this case, where a residential Metro District (a quasi-governmental special district) is anticipated to own and maintain these open spaces, per Section V.A.2 of the approved Service Plan, and therefore ensure adjacent residents and future developments can interconnect and enjoy the trail network and open spaces, the Town waives the requirement of specific dedication.

Comprehensive Plan Goals

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

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

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

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

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

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

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

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

Staff Analysis

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

The proposed trail connection will tie this area into the overall trail system within Thompson River Ranch. This trail system currently provides outdoor recreation opportunities for all Johnstown residents. Eventually, this trail system will connect to the under-construction K-8 school, the future community recreation center, and will provide trail connections to areas outside of Thompson River Ranch. Such trail

connections will provide amenities to generations of not just Johnstown residents, but Northern Colorado residents as well.

As previously-stated, these units will count towards the final counts for at least two improvement projects. Most importantly, these homes will count towards the 120-building permit threshold for the paving of Larimer County Road 3, which will be known as High Plains Blvd. Future High Plains Blvd. is a regionally-significant north-south arterial and has been designated by CDOT as the I-25 Parallel Arterial project (IPA). The IPA will eventually connect State Highway 66 with U.S. Highway 34, and beyond. Construction of this roadway, in the immediate future, will help facilitate north-south traffic through Johnstown, connecting the southern portion of the Town with Thompson River Ranch and 2534 to the north. This project is not funded by CDOT, Larimer/Weld County, or the Town; it is only possible through development along the corridor.

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

Staff Concerns

Staff have no concerns with this proposed subdivision. The applicant has worked with Town staff and ancillary reviewing agencies to ensure concerns are dealt with. This is especially true of the access issue, which the applicant solved by creating a temporary emergency access road.

RECOMMENDED FINDINGS AND MOTIONS

Based on the application received and the preceding analysis for the proposed Final Subdivision and Final Development Plan for Thompson River Ranch Filing 7, the Planning & Zoning Commission finds:

1. The proposed subdivision and development plans substantially comply with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision and development plans can be served by Town utilities, and the surrounding transportation network is adequate to support this level of development.
3. The proposed subdivision and development plans will advance the goals set forth in the Johnstown Area Comprehensive Plan.
4. The proposed subdivision and development plans are in substantial conformance with all applicable Johnstown regulations, standards, and codes.

and therefore, moves to recommend to the Town Council approval of The Ridge at Johnstown Subdivision Filing 1 Final Subdivision and Final Development Plan, with the following conditions:

1. Applicant work with staff to resolve any outstanding final redlines or comments, until all plans, reports, and drawings are approved by Town Staff and the Town Engineer;
2. The Applicant will continue to work on configuration and construction drawings for Larimer County Road 3 in accordance with Town Staff, Town Engineer, and Larimer County Engineering.

-
3. The Applicant execute an approved Subdivision Development and Improvement Agreement and Water and Sewer Service Agreement with the Town Council, with all obligations, special provisions, and required fees therein.

Alternate Motions

- A. Motion to Approve with No Conditions: "I move that the Commission recommend to Town Council approval of the Thompson River Ranch Filing 7 – Final Subdivision and Final Development Plan as presented."
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Thompson River Ranch Filing 7 – Final Subdivision and Final Development Plan based upon the following..."

Respectfully Submitted,

Planner:



Darryll Wolnik
Planner II

Reviewed by:



Kim Meyer
Planning & Development Director

File Name: S:\PLANNING\2019 Land Use Projects\ SUB19-009 Thompson River Ranch TRR F 7\Hearing – PZC TRR 7 Plat Staff Report 06-01-20.docx

ATTACHMENTS

- A Vicinity Map
- B Application Materials
- C Final Plat, and Final Development Plans Approved
- D Preliminary Plat of Thompson River Ranch

Exhibit A

Vicinity Map

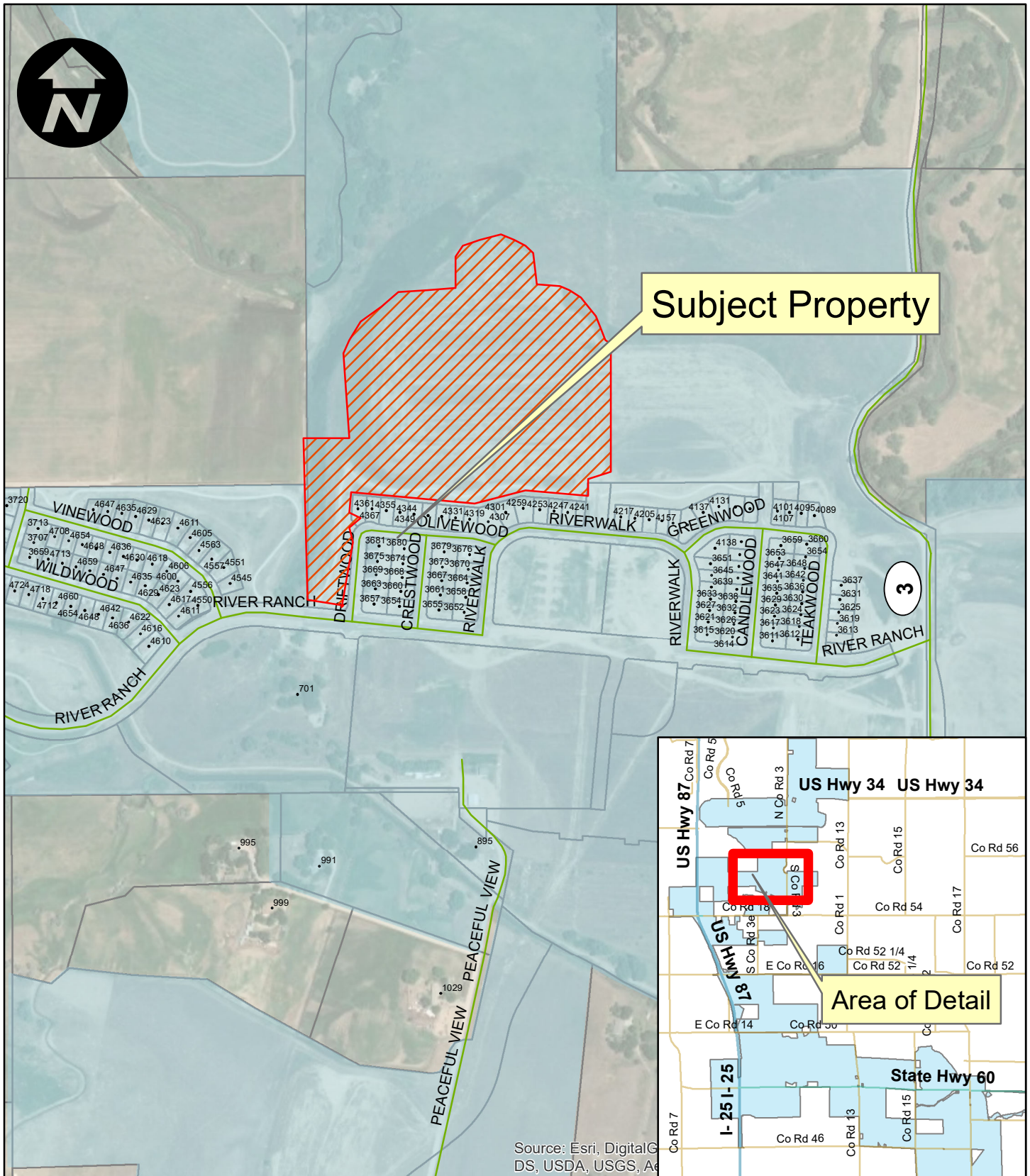


Exhibit B

Application Materials

Town of

Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4664 Fax: 970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: 09/03/2019

Project Name: Thompson River Ranch Filing 7

Application is for: ☐ Annexation ☐ Zoning ☐ Subdivision ☐ USR ☐ Cond. Use ☒ Other Final Development Plan

Landowner: Clayton Properties Group II Inc.

Address: 4908 Tower Road, Denver, CO 80249

Telephone: 303-460-8800 office 303-981-4200 cell

Authorized Representative: LAI Design Group – Rick Haering

Address: 88 inverness Circle East, Building J, Suite 101

Englewood, CO 80112

Telephone: 303-734-1777 ; Fax Number: _____; E-Mail: rhaering@laidesigngroup.com

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

R.M. Sanderman
Signature of Landowner

Signature of Landowner

STATE OF COLORADO)
COUNTY OF DENVER)ss

The foregoing application was subscribed and sworn to before me this 3RD day of SEPTEMBER, A.D.,
2019, by R.M. SANDERMAN.

Witness my hand and official seal.

My commission expires: Aug 13, 2022

Elyse J Ramsey
Notary Public

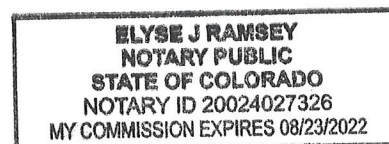


Exhibit C

Thompson River Ranch Filing 7
Final Plat and Final Development Plan (FDP)

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7

BEING LOCATED IN THE NE 1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION:

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

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN COUNTY OF LARIMER, STATE OF COLORADO AND IN THE LANDS CONVEYED TO OAKWOOD HOMES, LLC RECORDED AT RECEPTION NUMBER 20150008592 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY.

BEGINNING AT THE CENTER NORTH 1/16TH CORNER OF THE SAID SECTION 23, THENCE ALONG THE WEST LINE OF THE SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00° 00' 45" EAST A DISTANCE OF 104.95 FEET;

THENCE S89°59'15"E, A DISTANCE OF 280.95 FEET;
THENCE N02°11'43"E, A DISTANCE OF 287.63 FEET;
THENCE N01°51'44"W, A DISTANCE OF 155.41 FEET;
THENCE N11°27'04"E, A DISTANCE OF 102.14 FEET;
THENCE N29°45'08"E, A DISTANCE OF 117.32 FEET;
THENCE N55°27'39"E, A DISTANCE OF 87.73 FEET;
THENCE N57°54'35"E, A DISTANCE OF 81.30 FEET;
THENCE N85°06'41"E, A DISTANCE OF 97.82 FEET;
THENCE N89°43'26"E, A DISTANCE OF 53.13 FEET;
THENCE N10°26'20"E, A DISTANCE OF 127.26 FEET;
THENCE N63°43'12"E, A DISTANCE OF 165.23 FEET;
THENCE S65°52'18"E, A DISTANCE OF 171.27 FEET;
THENCE S09°23'30"E, A DISTANCE OF 128.34 FEET;
THENCE N89°43'26"E, A DISTANCE OF 106.33 FEET;
THENCE S00°16'34"E, A DISTANCE OF 113.92 FEET TO NON-TANGENT POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71, A CHORD BEARING OF S44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;

THENCE N89°43'26"E, A DISTANCE OF 50.61 FEET;

THENCE S00°16'34"E, A DISTANCE OF 568.03 FEET TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING FOUR (4) COURSES:

1. THENCE S89°43'39"W, A DISTANCE OF 134.13 FEET;
2. THENCE S05°05'46"W, A DISTANCE OF 79.10 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 275.72 FEET;
4. THENCE S74°44'16"W, A DISTANCE OF 191.36 FEET TO A POINT ON THE NORTH AND WEST LINES OF THOMPSON RIVER RANCH FILING NO. 6 RECORDED AT RECEPTION NUMBER 20170056004 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N84°54'14"W, A DISTANCE OF 300.00 FEET;
2. THENCE N77°18'33"W, A DISTANCE OF 60.53 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 180.00 FEET;
4. THENCE S05°05'46"W, A DISTANCE OF 105.06 FEET;
5. THENCE S41°41'20"E, A DISTANCE OF 43.12 FEET TO NON-TANGENT POINT OF CURVATURE;
6. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 57°18'09", A DISTANCE OF 78.01, A CHORD BEARING OF S19°39'36"W WITH A CHORD DISTANCE OF 74.80 FEET TO POINT OF REVERSE CURVATURE;
7. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22, A CHORD BEARING OF S01°56'51"E WITH A CHORD DISTANCE OF 46.11 FEET;
8. THENCE S05°05'46"W, A DISTANCE OF 224.75 FEET TO A POINT OF CURVATURE AND TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINES THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S50°05'46"W WITH A CHORD DISTANCE OF 28.28 FEET;
2. THENCE N84°54'14"W, A DISTANCE OF 145.74 FEET THE WEST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ALONG SAID WEST LINE, N00°00'58"W, A DISTANCE OF 525.48 FEET; TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,071,570 SQUARE FEET OR 24.60 ACRES, MORE OR LESS.

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS UNDER THE NAME OF **THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY: _____
DAVID BRACHT
DIVISION PRESIDENT

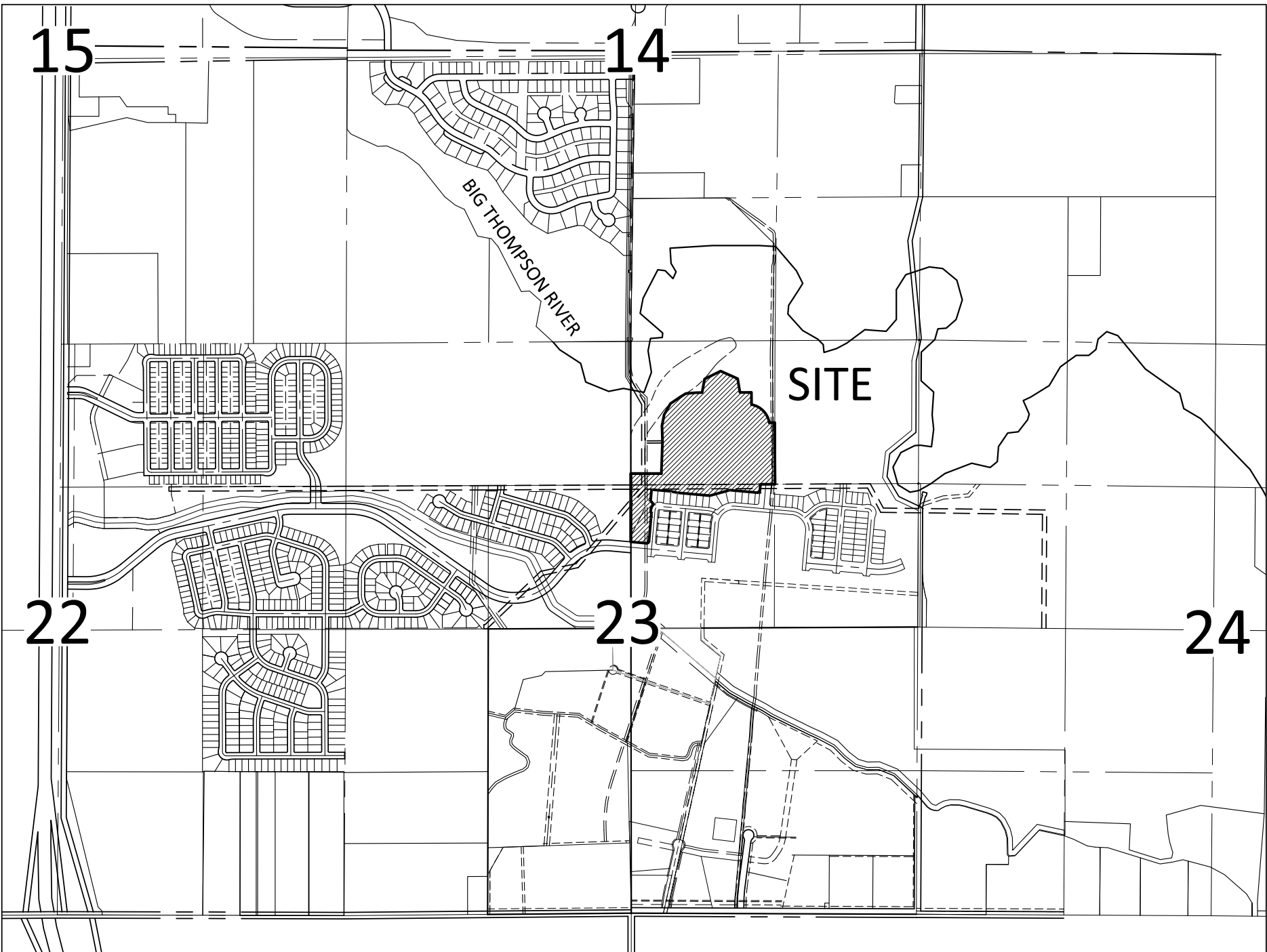
STATE OF COLORADO)
J ss.
COUNTY OF LARIMER)

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NO TO SCALE

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

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

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

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

APPROVALS PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE ____ DAY OF _____.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, 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

NOTES:

1. BASIS OF BEARINGS: ASSUMED NORTH 00°00'45" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "2016-PLS 38517" AT ITS CENTER NORTH 1/16 CORNER AND BY A 2-1/4 PIPE WITH A 2" ALUMINUM CAP, STAMPED "LS 37911" AT THE NORTH QUARTER CORNER OF SECTION 23 AS SHOWN HEREON.

2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-F0456466-017-017, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

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

EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 226); EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500); EXCEPTION 29-PVREA EASEMENT (REC. NO. 90016914); EXCEPTION 30-PVREA EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 1,071,570 SQUARE FEET, 24.60 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

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

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

6. BLANKET EASEMENTS: OUTLOTS A, B, C, D, E AND F ARE DEDICATED AS BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE, AND TRAIL EASEMENTS. ALL BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.

7. OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C, D, E AND F ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT.

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

9. A TEMPORARY ACCESS ROAD SHALL BE REQUIRED TO BE INSTALLED AND ACCEPTED BY THE TOWN AND LFRA AT, OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 31ST BUILDING PERMIT. THIS ACCESS SHALL FOLLOW THE NORTH ROAD (CURRENTLY KNOWN AS SATINWOOD DRIVE AND CANDLEWOOD DRIVE) OF THE FUTURE FILING 8 AND SHALL BE BUILT TO THE TOP OF AGGREGATE BASE COURSE LAYER OF THE APPROVED ROAD SECTION. TEMPORARY BARRICADES THAT CAN BE MOVED IN AN EMERGENCY SITUATION (I.E. TYPE III BARRICADE WITH SANDBAGS) SHALL BE INSTALLED TO DISCOURAGE PUBLIC TRAFFIC. THE TEMPORARY ACCESS ROAD WILL BE REQUIRED TO BE PAVED AND ACCEPTED BY THE TOWN AT, OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 61ST BUILDING PERMIT.

PLAT NOTES

- 1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHERS 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 FORM 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.

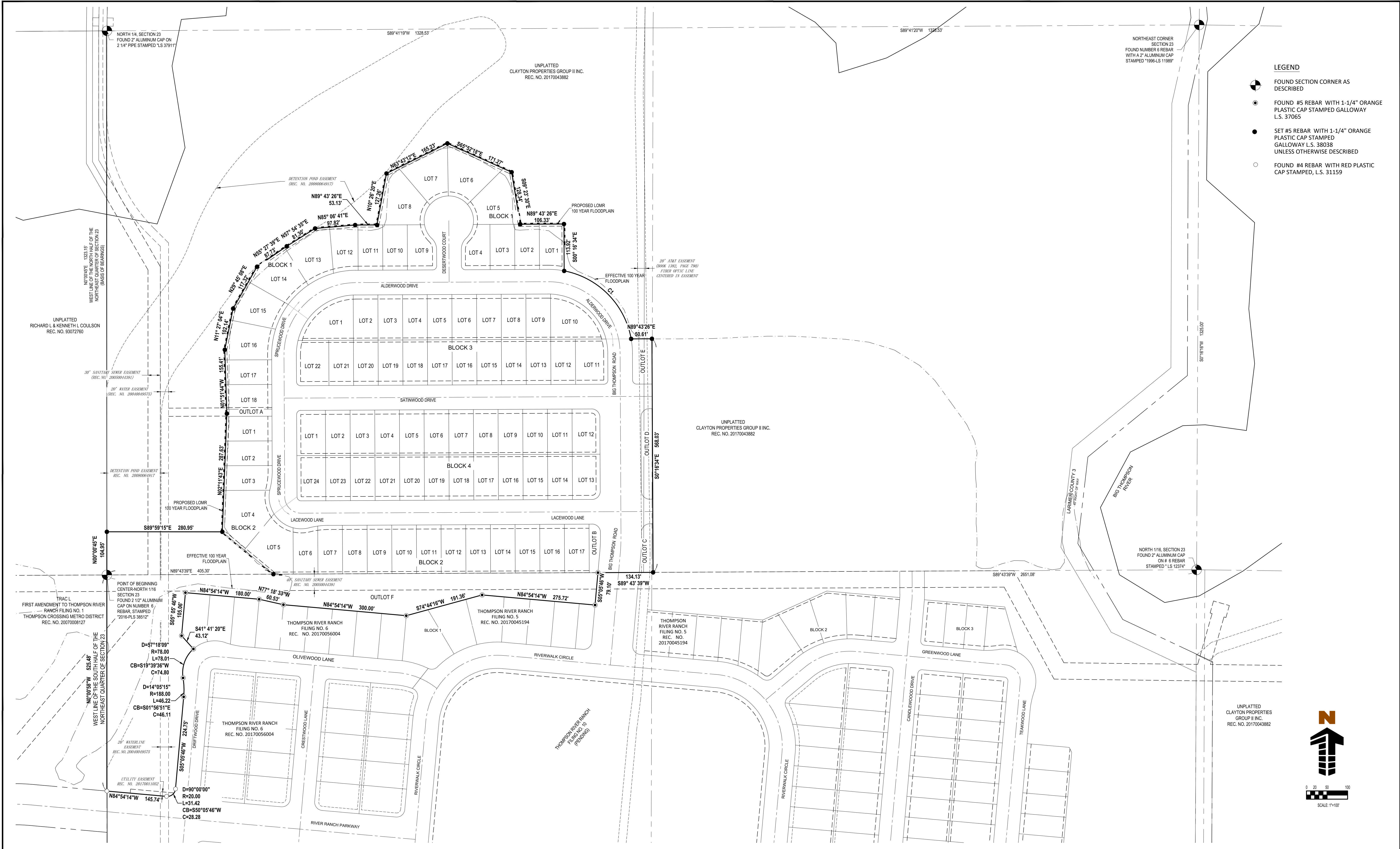
SURVEYOR'S CERTIFICATE:

I, LYLE G. BISSEGGER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS ____ DAY OF _____, 2020.

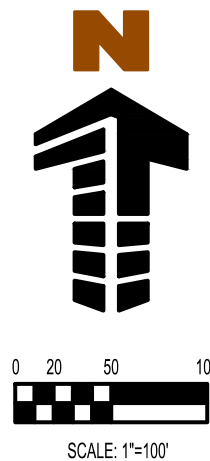
LYLE G. BISSEGGER
COLORADO PROFESSIONAL LAND SURVEYOR #38038
AN EMPLOYEE FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

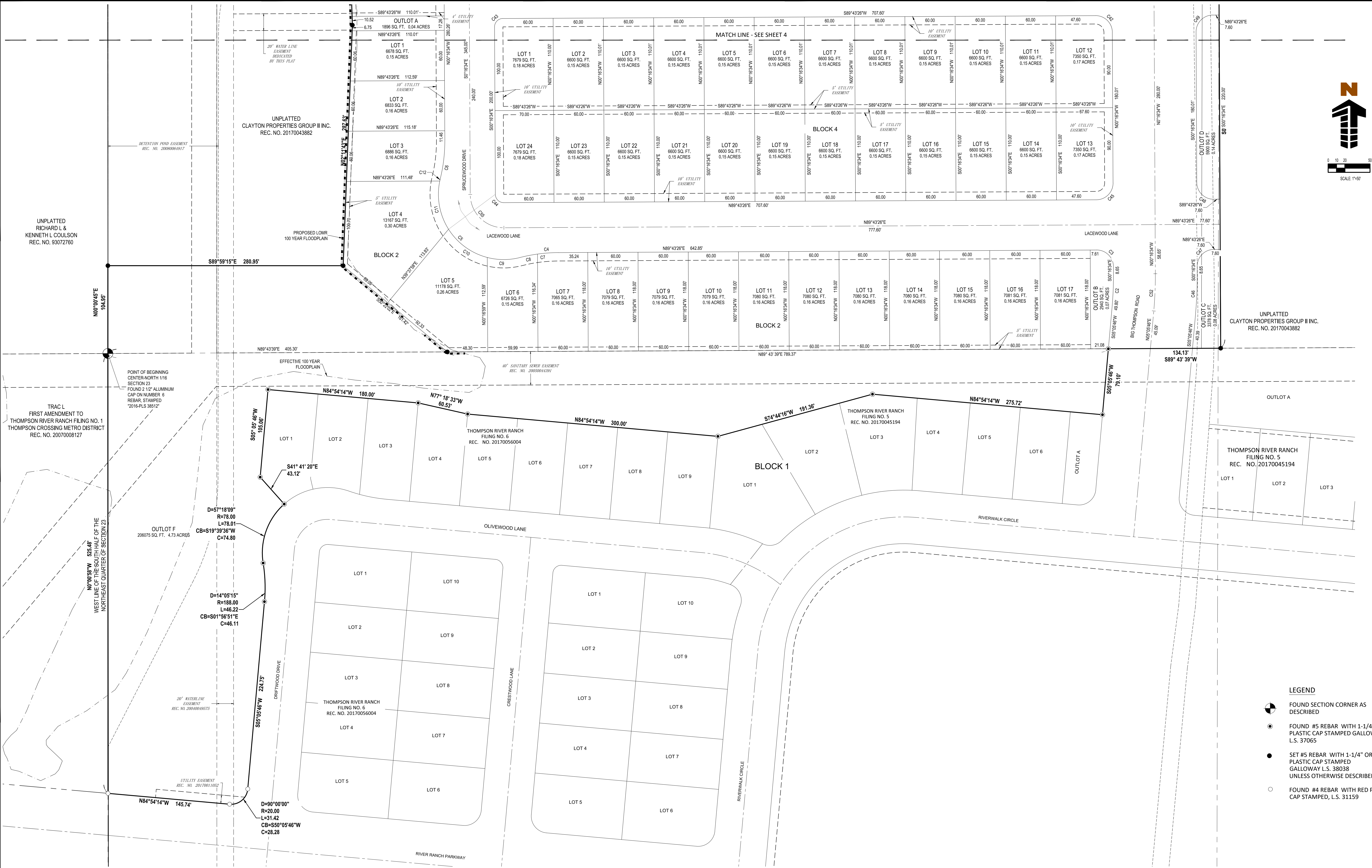


LEGEND


- FOUND SECTION CORNER AS DESCRIBED
- FOUND #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 37065
- SET #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 38038 UNLESS OTHERWISE DESCRIBED
- FOUND #4 REBAR WITH RED PLASTIC CAP STAMPED, L.S. 31159

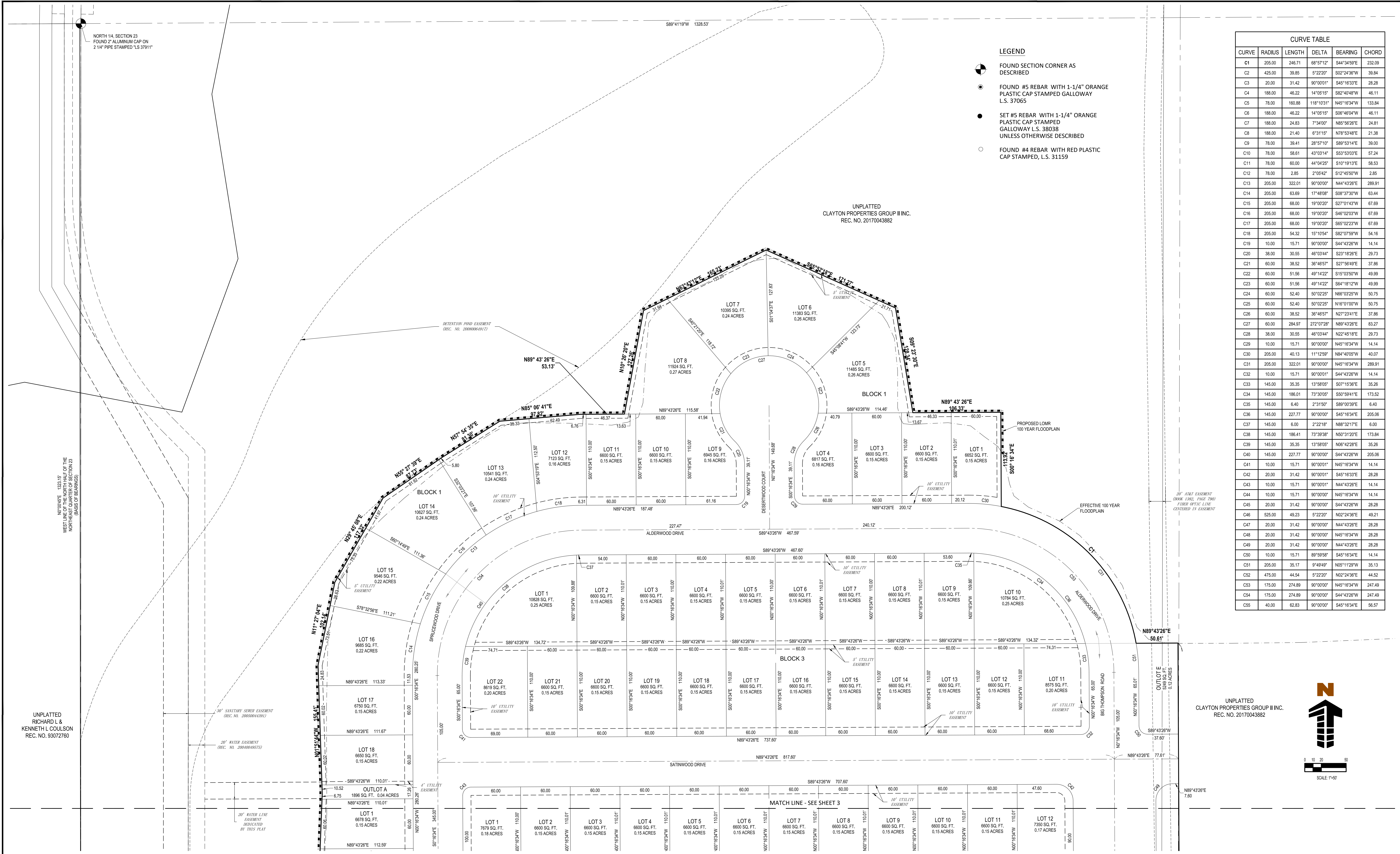


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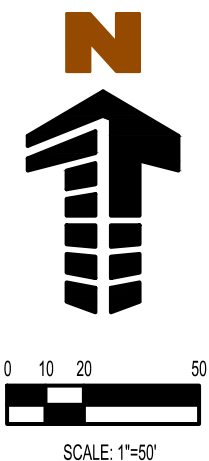



- LEGEND
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 37065
 - SET #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 38038 UNLESS OTHERWISE DESCRIBED
 - FOUND #4 REBAR WITH RED PLASTIC CAP STAMPED, L.S. 31159

<div><p>Planning, Architecture, Engineering.</p><p>5265 E. Ronald Reagan, Suite 210 Johnstown, CO 80534 970.800.3300 www.gallowayUS.com</p><p><small>©2016, Galloway & Company, Inc. All Rights Reserved</small></p></div>	<table><tr><th>#</th><th>DATE</th><th>ISSUE / DESCRIPTION</th><th>INIT.</th></tr><tr><td>1</td><td>1/17/20</td><td>TOWN COMMENTS</td><td>AN</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	#	DATE	ISSUE / DESCRIPTION	INIT.	1	1/17/20	TOWN COMMENTS	AN																													<p>CLAYTON PROPERTIES GROUP II, INC.</p> <p>5000 CLAYTON ROAD MARYVILLE, TN 37804</p>	<p>THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7</p> <p>FINAL PLAT</p>	<p>THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.</p>	<table><tr><td>PROJECT NO:</td><td>OAKLV0001.01</td></tr><tr><td>DRAWN BY:</td><td>AN</td></tr><tr><td>CHECKED BY:</td><td>LOG</td></tr><tr><td>DATE:</td><td>OCTOBER 12, 2017</td></tr></table>	PROJECT NO:	OAKLV0001.01	DRAWN BY:	AN	CHECKED BY:	LOG	DATE:	OCTOBER 12, 2017	<p>SHEET</p> <p>3 OF 4</p>
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DATE:	OCTOBER 12, 2017																																																	



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	205.00	246.71	68°57'12"	S44°34'59"E	232.09
C2	425.00	39.85	5°22'20"	S02°24'36"W	39.84
C3	20.00	31.42	90°00'01"	S45°16'33"E	28.28
C4	188.00	46.22	14°05'15"	S82°40'48"W	46.11
C5	78.00	160.88	118°10'31"	N45°16'34"W	133.84
C6	188.00	46.22	14°05'15"	S08°46'04"W	46.11
C7	188.00	24.83	7°34'00"	N85°56'26"E	24.81
C8	188.00	21.40	6°31'15"	N78°53'48"E	21.38
C9	78.00	39.41	28°57'10"	S89°53'14"E	39.00
C10	78.00	58.61	43°03'14"	S53°53'03"E	57.24
C11	78.00	60.00	44°04'25"	S10°19'13"E	58.53
C12	78.00	2.85	2°05'42"	S12°45'50"W	2.85
C13	205.00	322.01	90°00'00"	N44°43'26"E	289.91
C14	205.00	63.69	17°48'08"	S08°37'30"W	63.44
C15	205.00	68.00	19°00'20"	S27°01'43"W	67.89
C16	205.00	68.00	19°00'20"	S46°02'03"W	67.89
C17	205.00	68.00	19°00'20"	S65°02'23"W	67.89
C18	205.00	54.32	15°10'54"	S82°07'59"W	54.16
C19	10.00	15.71	90°00'00"	S44°43'26"W	14.14
C20	38.00	30.55	46°03'44"	S23°18'26"E	29.73
C21	60.00	38.52	36°46'57"	S27°56'49"E	37.86
C22	60.00	51.56	49°14'22"	S15°03'50"W	49.99
C23	60.00	51.56	49°14'22"	S64°18'12"W	49.99
C24	60.00	52.40	50°02'25"	N86°03'25"W	50.75
C25	60.00	52.40	50°02'25"	N16°01'00"W	50.75
C26	60.00	38.52	36°46'57"	N27°23'41"E	37.86
C27	60.00	284.97	272°07'28"	N89°43'26"E	63.27
C28	38.00	30.55	46°03'44"	N22°45'18"E	29.73
C29	10.00	15.71	90°00'00"	N45°16'34"W	14.14
C30	205.00	40.13	11°12'59"	N84°40'05"W	40.07
C31	205.00	322.01	90°00'00"	N45°16'34"W	289.91
C32	10.00	15.71	90°00'01"	S44°43'26"W	14.14
C33	145.00	35.35	13°58'05"	S07°15'36"E	35.26
C34	145.00	186.01	73°30'05"	S50°59'41"E	173.52
C35	145.00	6.40	2°31'50"	S89°00'39"E	6.40
C36	145.00	227.77	90°00'00"	S45°16'34"E	205.06
C37	145.00	6.00	2°22'18"	N88°32'17"E	6.00
C38	145.00	186.41	73°39'38"	N50°31'20"E	173.84
C39	145.00	35.35	13°58'05"	N06°42'28"E	35.26
C40	145.00	227.77	90°00'00"	S44°43'26"W	205.06
C41	10.00	15.71	90°00'01"	N45°16'34"W	14.14
C42	20.00	31.42	90°00'01"	S45°16'33"E	28.28
C43	10.00	15.71	90°00'01"	N44°43'26"E	14.14
C44	10.00	15.71	90°00'00"	N45°16'34"W	14.14
C45	20.00	31.42	90°00'00"	S44°43'26"W	28.28
C46	525.00	49.23	5°22'20"	N02°24'36"E	49.21
C47	20.00	31.42	90°00'00"	N44°43'26"E	28.28
C48	20.00	31.42	90°00'00"	N45°16'34"W	28.28
C49	20.00	31.42	90°00'00"	N44°43'26"E	28.28
C50	10.00	15.71	89°59'58"	S45°16'34"E	14.14
C51	205.00	35.17	9°49'49"	N05°11'29"W	35.13
C52	475.00	44.54	5°22'20"	N02°24'36"E	44.52
C53	175.00	274.89	90°00'00"	N45°16'34"W	247.49
C54	175.00	274.89	90°00'00"	S44°43'26"W	247.49
C55	40.00	62.83	90°00'00"	S45°16'34"E	56.57





Planning, Architecture, Engineering.

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Johnstown, CO 80534
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#	DATE	ISSUE / DESCRIPTION	INIT.
1	1/17/20	TOWN COMMENTS	AN

CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 7

FINAL PLAT

THIS MAP IS AN INSTRUMENT OF SERVICE
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ENFORCED AND PROSECUTED.

PROJECT NO: OAKLV0001.01
DRAWN BY: AN
CHECKED BY: LGB
DATE: OCTOBER 12, 2017

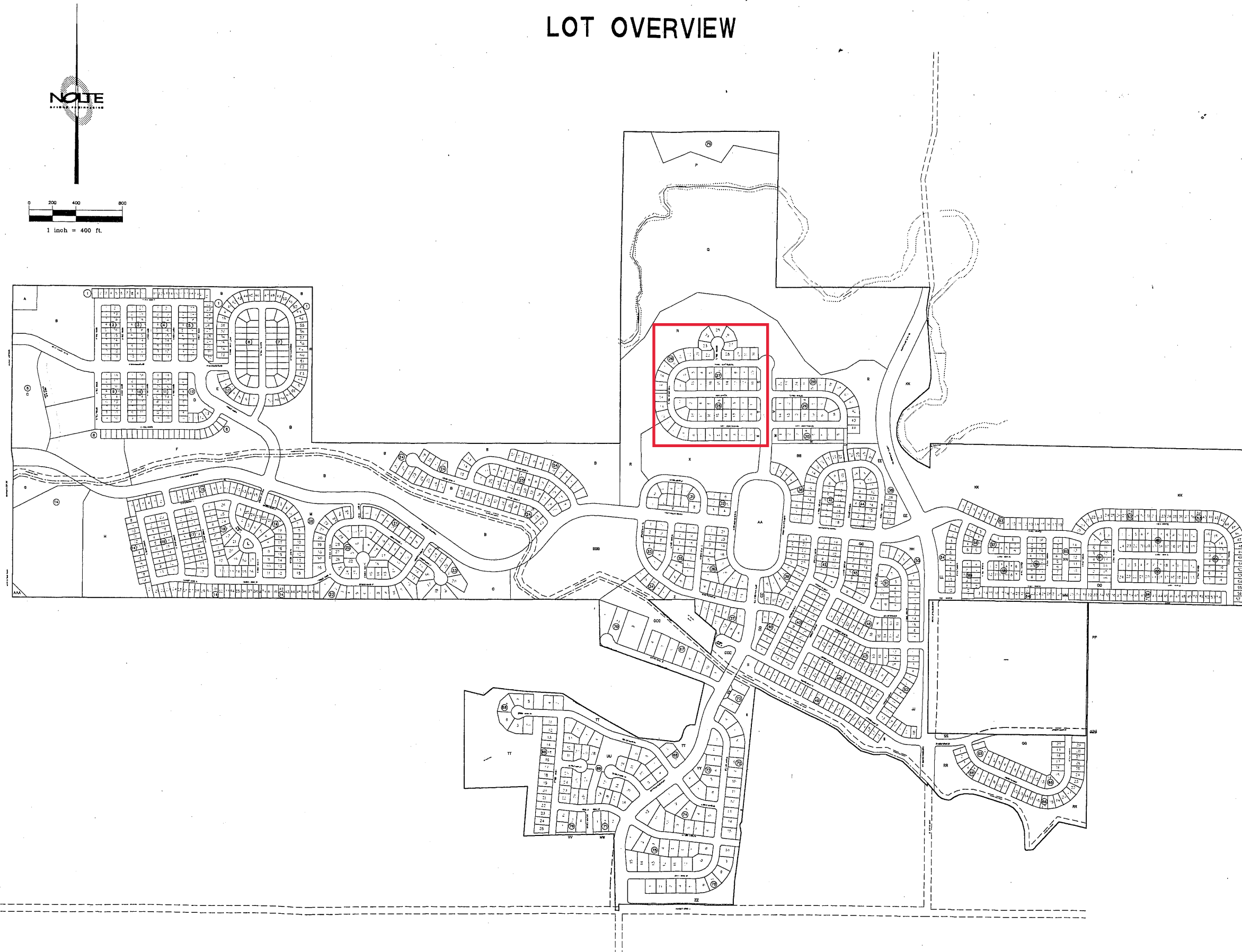
SHEET

4 OF 4

Exhibit D

Thompson River Ranch
Approved Preliminary Plat

LOT OVERVIEW



THOMPSON RIVER RANCH
PRELIMINARY PLAT
JOHNSTOWN, COLORADO

DATE SUBMITTED: 08/03/04

PREPARED FOR: WR DEVELOPMENT, LCC

HELIX

B E Y O N D E N G I N E E R I N G

4901 SHARP POINT DRIVE, SUITE A, FORT COLLINS, CO. 80501
 970.2212400 TEL 970.2212416 FAX WWW.NOLTE.CC

SHEET NUMBER
3
30 SHEETS

SCALE
VERTICAL: 1" = NA
HORIZONTAL: 1" = 400

JOB NUMBER
FC0023101

ATTACHMENT 3

**Thompson River Ranch Filing 7
Final Subdivision Plat**

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7

BEING LOCATED IN THE NE 1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION:

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

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN COUNTY OF LARIMER, STATE OF COLORADO AND IN THE LANDS CONVEYED TO OAKWOOD HOMES, LLC RECORDED AT RECEPTION NUMBER 20150008592 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY.

BEGINNING AT THE CENTER NORTH 1/16TH CORNER OF THE SAID SECTION 23, THENCE ALONG THE WEST LINE OF THE SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00° 00' 45" EAST A DISTANCE OF 104.95 FEET;

THENCE S89°59'15"E, A DISTANCE OF 280.95 FEET;
THENCE N02°11'43"E, A DISTANCE OF 287.63 FEET;
THENCE N01°51'44"W, A DISTANCE OF 155.41 FEET;
THENCE N11°27'04"E, A DISTANCE OF 102.14 FEET;
THENCE N29°45'08"E, A DISTANCE OF 117.32 FEET;
THENCE N55°27'39"E, A DISTANCE OF 87.73 FEET;
THENCE N57°54'35"E, A DISTANCE OF 81.30 FEET;
THENCE N85°06'41"E, A DISTANCE OF 97.82 FEET;
THENCE N89°43'26"E, A DISTANCE OF 53.13 FEET;
THENCE N10°26'20"E, A DISTANCE OF 127.26 FEET;
THENCE N63°43'12"E, A DISTANCE OF 165.23 FEET;
THENCE S65°52'18"E, A DISTANCE OF 171.27 FEET;
THENCE S09°23'30"E, A DISTANCE OF 128.34 FEET;
THENCE N89°43'26"E, A DISTANCE OF 106.33 FEET;
THENCE S00°16'34"E, A DISTANCE OF 113.92 FEET TO NON-TANGENT POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71, A CHORD BEARING OF S44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;

THENCE N89°43'26"E, A DISTANCE OF 50.61 FEET;

THENCE S00°16'34"E, A DISTANCE OF 568.03 FEET TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING FOUR (4) COURSES:

1. THENCE S89°43'39"W, A DISTANCE OF 134.13 FEET;
2. THENCE S05°05'46"W, A DISTANCE OF 79.10 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 275.72 FEET;
4. THENCE S74°44'16"W, A DISTANCE OF 191.36 FEET TO A POINT ON THE NORTH AND WEST LINES OF THOMPSON RIVER RANCH FILING NO. 6 RECORDED AT RECEPTION NUMBER 20170056004 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N84°54'14"W, A DISTANCE OF 300.00 FEET;
2. THENCE N77°18'33"W, A DISTANCE OF 60.53 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 180.00 FEET;
4. THENCE S05°05'46"W, A DISTANCE OF 105.06 FEET;
5. THENCE S41°41'20"E, A DISTANCE OF 43.12 FEET TO NON-TANGENT POINT OF CURVATURE;
6. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 57°18'09", A DISTANCE OF 78.01, A CHORD BEARING OF S19°39'36"W WITH A CHORD DISTANCE OF 74.80 FEET TO POINT OF REVERSE CURVATURE;
7. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22, A CHORD BEARING OF S01°56'51"E WITH A CHORD DISTANCE OF 46.11 FEET;
8. THENCE S05°05'46"W, A DISTANCE OF 224.75 FEET TO A POINT OF CURVATURE AND TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINES THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S50°05'46"W WITH A CHORD DISTANCE OF 28.28 FEET;
2. THENCE N84°54'14"W, A DISTANCE OF 145.74 FEET THE WEST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ALONG SAID WEST LINE, N00°00'58"W, A DISTANCE OF 525.48 FEET; TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,071,570 SQUARE FEET OR 24.60 ACRES, MORE OR LESS.

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS UNDER THE NAME OF **THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY: _____
DAVID BRACHT
DIVISION PRESIDENT

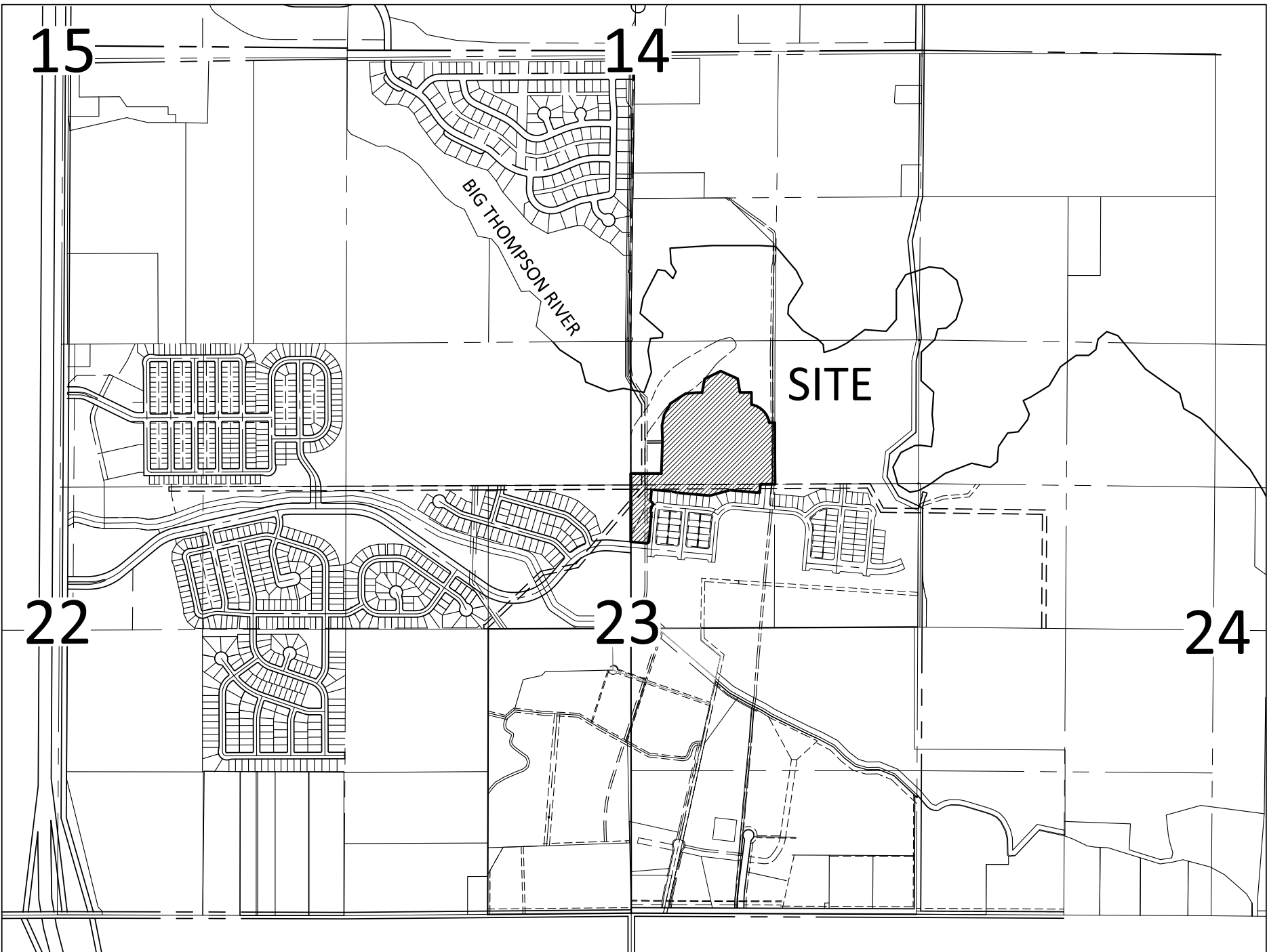
STATE OF COLORADO)
J ss.
COUNTY OF LARIMER)

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NO TO SCALE

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

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

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

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

APPROVALS PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE ____ DAY OF _____.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, 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

NOTES:

1. BASIS OF BEARINGS: ASSUMED NORTH 00°00'45" EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "2016-PLS 38517" S AT ITS CENTER NORTH 1/16 CORNER AND BY A 2-1/4 PIPE WITH A 2" ALUMINUM CAP, STAMPED "LS 37911" AT THE NORTH QUARTER CORNER OF SECTION 23 AS SHOWN HEREON.

2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-F0456466-017-017, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

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

EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 226); EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500); EXCEPTION 29-PVREA EASEMENT (REC. NO. 90016914); EXCEPTION 30-PVREA EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 1,071,570 SQUARE FEET, 24.60 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

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

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

6. BLANKET EASEMENTS: OUTLOTS A, B, C, D, E AND F ARE DEDICATED AS BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE, AND TRAIL EASEMENTS. ALL BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.

7. OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C, D, E AND F ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT.

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

9. A TEMPORARY ACCESS ROAD SHALL BE REQUIRED TO BE INSTALLED AND ACCEPTED BY THE TOWN AND LFRA AT, OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 31ST BUILDING PERMIT. THIS ACCESS SHALL FOLLOW THE NORTH ROAD (CURRENTLY KNOWN AS SATINWOOD DRIVE AND CANDLEWOOD DRIVE) OF THE FUTURE FILING 8 AND SHALL BE BUILT TO THE TOP OF AGGREGATE BASE COURSE LAYER OF THE APPROVED ROAD SECTION. TEMPORARY BARRICADES THAT CAN BE MOVED IN AN EMERGENCY SITUATION (I.E. TYPE III BARRICADE WITH SANDBAGS) SHALL BE INSTALLED TO DISCOURAGE PUBLIC TRAFFIC. THE TEMPORARY ACCESS ROAD WILL BE REQUIRED TO BE PAVED AND ACCEPTED BY THE TOWN AT, OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 61ST BUILDING PERMIT.

PLAT NOTES

- 1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHERS 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 FORM 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.

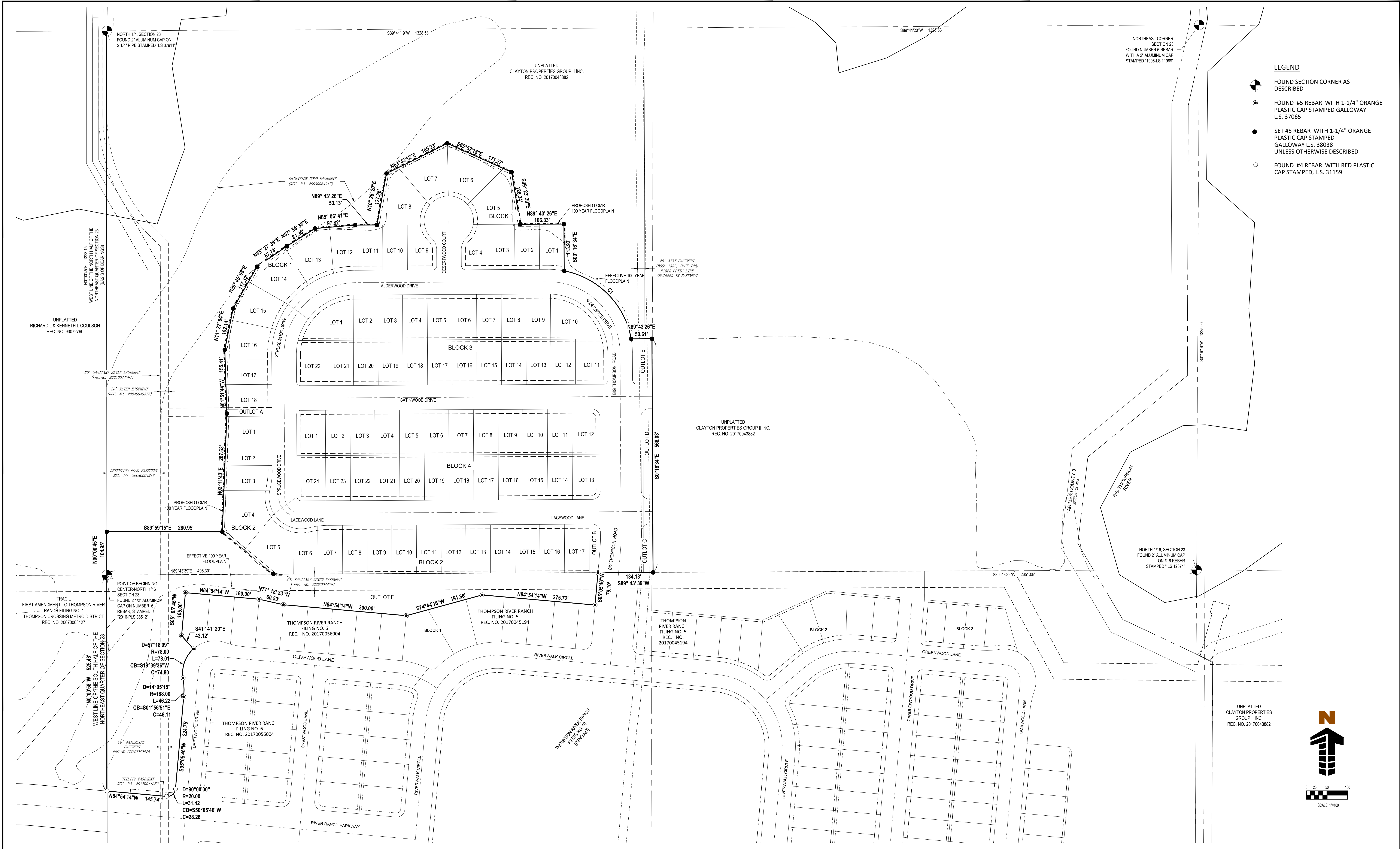
SURVEYOR'S CERTIFICATE:

I, LYLE G. BISSEGGER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

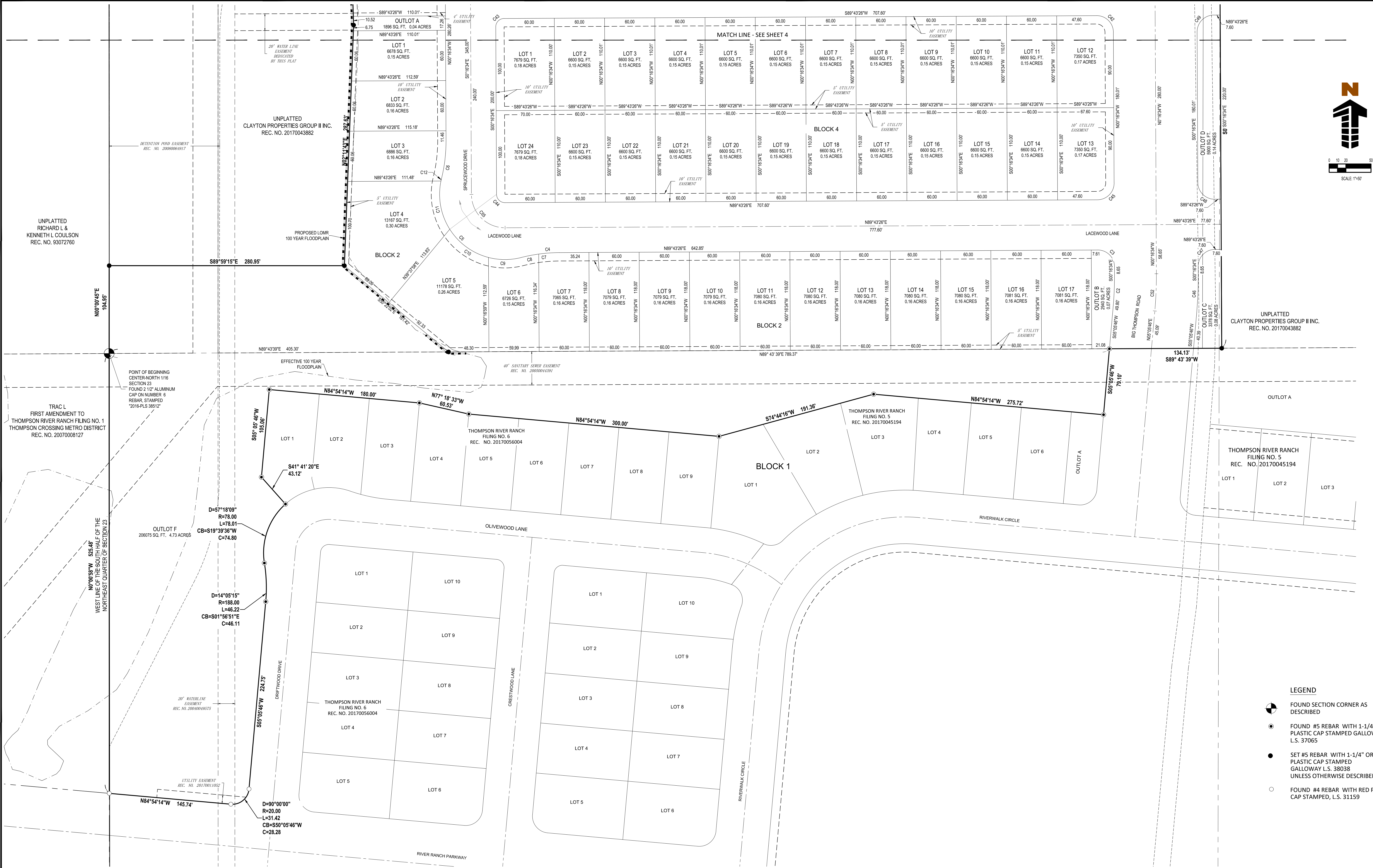
DATED THIS ____ DAY OF _____, 2020.

LYLE G. BISSEGGER
COLORADO PROFESSIONAL LAND SURVEYOR #38038
AN EMPLOYEE FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



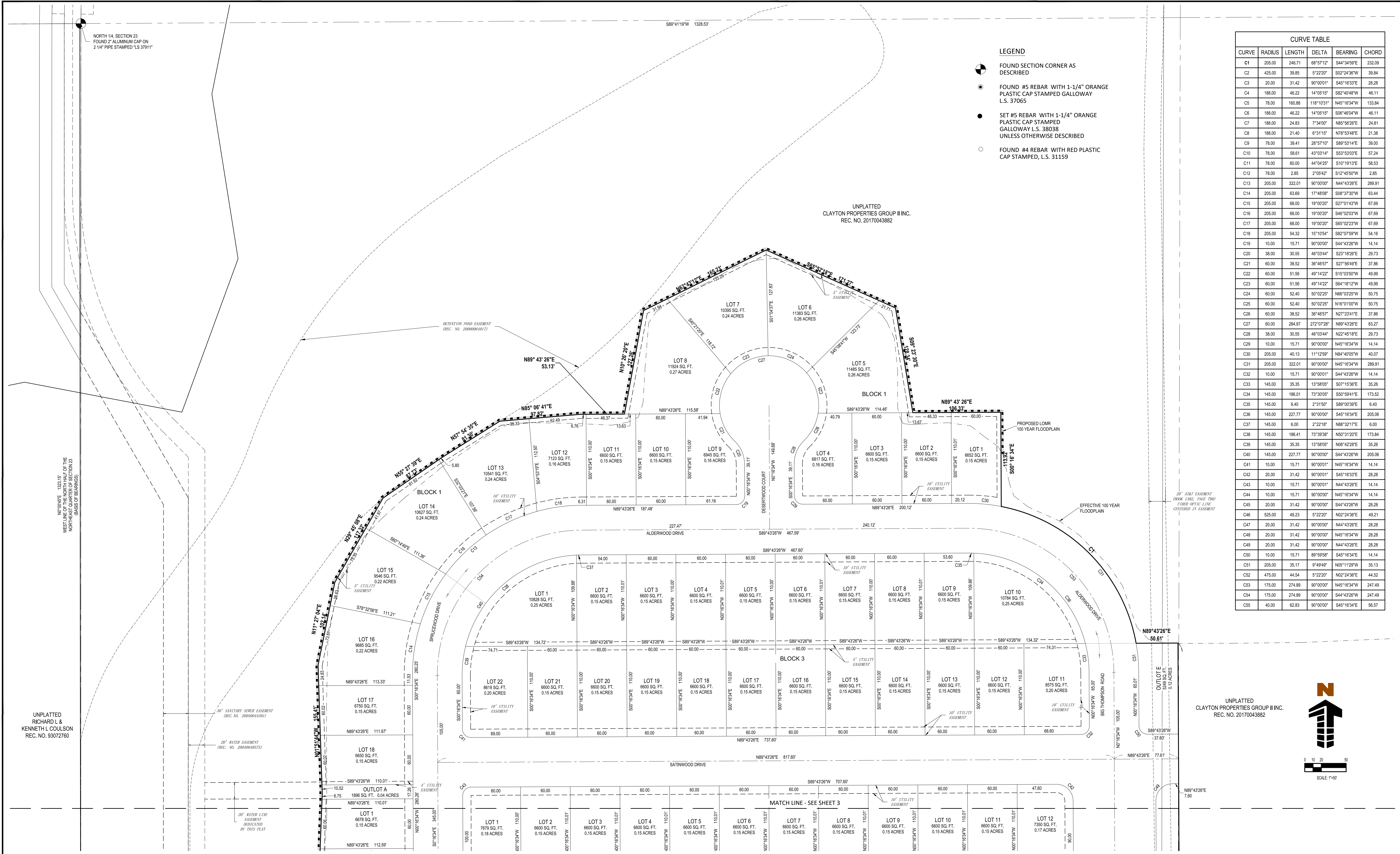
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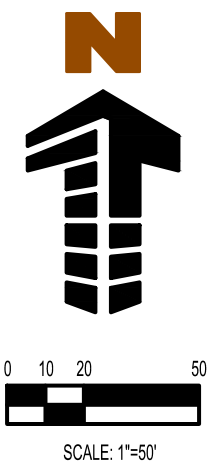
LEGEND


- FOUND SECTION CORNER AS DESCRIBED
- FOUND #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 37065
- SET #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 38038 UNLESS OTHERWISE DESCRIBED
- FOUND #4 REBAR WITH RED PLASTIC CAP STAMPED, L.S. 31159

<div><div><div>Galloway</div><div>Planning, Architecture, Engineering.</div><div>5265 E. Ronald Reagan, Suite 210</div><div>Johnstown, CO 80534</div><div>970.800.3300 O</div><div>www.gallowayUS.com</div><div><small>©2016, Galloway & Company, Inc. All Rights Reserved</small></div></div></div>	<table><tr><th>#</th><th>DATE</th><th>ISSUE / DESCRIPTION</th><th>INIT.</th></tr><tr><td>1</td><td>1/17/20</td><td>TOWN COMMENTS</td><td>AN</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>—</td><td>—</td><td>—</td><td>—</td></tr></table>	#	DATE	ISSUE / DESCRIPTION	INIT.	1	1/17/20	TOWN COMMENTS	AN	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
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THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.																																									
PROJECT NO: OAKLV0001.01 DRAWN BY: AN CHECKED BY: LGB DATE: OCTOBER 12, 2017																																									
SHEET 3 OF 4																																									



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	205.00	246.71	68°57'12"	S44°34'59"E	232.09
C2	425.00	39.85	5°22'20"	S02°24'36"W	39.84
C3	20.00	31.42	90°00'01"	S45°16'33"E	28.28
C4	188.00	46.22	14°05'15"	S82°40'48"W	46.11
C5	78.00	160.88	118°10'31"	N45°16'34"W	133.84
C6	188.00	46.22	14°05'15"	S08°46'04"W	46.11
C7	188.00	24.83	7°34'00"	N85°56'26"E	24.81
C8	188.00	21.40	6°31'15"	N78°53'48"E	21.38
C9	78.00	39.41	28°57'10"	S89°53'14"E	39.00
C10	78.00	58.61	43°03'14"	S53°53'03"E	57.24
C11	78.00	60.00	44°04'25"	S10°19'13"E	58.53
C12	78.00	2.85	2°05'42"	S12°45'50"W	2.85
C13	205.00	322.01	90°00'00"	N44°43'26"E	289.91
C14	205.00	63.69	17°48'08"	S08°37'30"W	63.44
C15	205.00	68.00	19°00'20"	S27°01'43"W	67.89
C16	205.00	68.00	19°00'20"	S46°02'03"W	67.89
C17	205.00	68.00	19°00'20"	S65°02'23"W	67.89
C18	205.00	54.32	15°10'54"	S82°07'59"W	54.16
C19	10.00	15.71	90°00'00"	S44°43'26"W	14.14
C20	38.00	30.55	46°03'44"	S23°18'26"E	29.73
C21	60.00	38.52	36°46'57"	S27°56'49"E	37.86
C22	60.00	51.56	49°14'22"	S15°03'50"W	49.99
C23	60.00	51.56	49°14'22"	S64°18'12"W	49.99
C24	60.00	52.40	50°02'25"	N86°03'25"W	50.75
C25	60.00	52.40	50°02'25"	N16°01'00"W	50.75
C26	60.00	38.52	36°46'57"	N27°23'41"E	37.86
C27	60.00	284.97	272°07'28"	N89°43'26"E	63.27
C28	38.00	30.55	46°03'44"	N22°45'18"E	29.73
C29	10.00	15.71	90°00'00"	N45°16'34"W	14.14
C30	205.00	40.13	11°12'59"	N84°40'05"W	40.07
C31	205.00	322.01	90°00'00"	N45°16'34"W	289.91
C32	10.00	15.71	90°00'01"	S44°43'26"W	14.14
C33	145.00	35.35	13°58'05"	S07°15'36"E	35.26
C34	145.00	186.01	73°30'05"	S50°59'41"E	173.52
C35	145.00	6.40	2°31'50"	S89°00'39"E	6.40
C36	145.00	227.77	90°00'00"	S45°16'34"E	205.06
C37	145.00	6.00	2°22'18"	N88°32'17"E	6.00
C38	145.00	186.41	73°39'38"	N50°31'20"E	173.84
C39	145.00	35.35	13°58'05"	N06°42'28"E	35.26
C40	145.00	227.77	90°00'00"	S44°43'26"W	205.06
C41	10.00	15.71	90°00'01"	N45°16'34"W	14.14
C42	20.00	31.42	90°00'01"	S45°16'33"E	28.28
C43	10.00	15.71	90°00'01"	N44°43'26"E	14.14
C44	10.00	15.71	90°00'00"	N45°16'34"W	14.14
C45	20.00	31.42	90°00'00"	S44°43'26"W	28.28
C46	525.00	49.23	5°22'20"	N02°24'36"E	49.21
C47	20.00	31.42	90°00'00"	N44°43'26"E	28.28
C48	20.00	31.42	90°00'00"	N45°16'34"W	28.28
C49	20.00	31.42	90°00'00"	N44°43'26"E	28.28
C50	10.00	15.71	89°59'58"	S45°16'34"E	14.14
C51	205.00	35.17	9°49'49"	N05°11'29"W	35.13
C52	475.00	44.54	5°22'20"	N02°24'36"E	44.52
C53	175.00	274.89	90°00'00"	N45°16'34"W	247.49
C54	175.00	274.89	90°00'00"	S44°43'26"W	247.49
C55	40.00	62.83	90°00'00"	S45°16'34"E	56.57





Planning, Architecture, Engineering.

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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 7

FINAL PLAT

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PROJECT NO: OAKLV0001.01
DRAWN BY: AN
CHECKED BY: LGB
DATE: OCTOBER 12, 2017

SHEET

4 OF 4



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 C

SUBJECT: Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7, with Clayton Properties, Group, II, Inc.

ACTION PROPOSED: Approve Subdivision Development and Improvement Agreement

ATTACHMENTS: 1. Proposed Subdivision Development and Improvement Agreement – signed by Developer

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and approval is a Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7, with Clayton Properties, Group, II, Inc. Special Provisions to the Agreement (Exhibit B-3) include:

1. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier.
2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer. Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no

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additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.

Item #2 above includes the amended language that would permit Oakwood/Clayton to continue receiving building permits, with appropriate surety posted against the completed construction of High Plains Boulevard / LCR 3, with a date certain of June 30, 2021, beyond which no additional permits would be issued until that road improvement is complete and has received Initial Acceptance by the Town.

LEGAL ADVICE:

The Town Attorney prepared the proposed agreement.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Approve the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7, with Clayton Properties, Group, II, Inc.

SUGGESTED MOTIONS:

For Approval

I move to approve the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7.

For Denial

I move to deny the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7, with the following finding(s): _____.

Reviewed and Approved for Presentation,

Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 7)**

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

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson River Ranch Filing No. 7 (“Development”); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Final Plat”); and

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution No. 2020-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain subdivision improvements to the Property, that Developer is responsible for the costs and expenses of those subdivision improvements unless otherwise provided herein, and that the subdivision improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

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

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

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

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

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

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, and other public facilities and improvements to serve the Development.

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

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

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

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

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

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

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

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

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

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be

conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

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

2.3 Construction Schedule: Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by monthly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 Testing and Inspection: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

2.5 Completion of Construction: Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension.

2.6 Performance Guarantee: If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain of the Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of such uncompleted improvements, which cost shall be certified by Developer's professional engineer,

licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Initial Acceptance of such improvements.

3. **Private Improvements**

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

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

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the

landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by the homeowners.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have

been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to Initial Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between Initial Acceptance and Final Acceptance of the Public Improvements.

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

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

5.5 ***Final Acceptance:*** Two (2) years after the Town's Initial Acceptance of the Public Improvements, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements and the landscaping ("Final Acceptance"). If the Town Engineer determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required and the landscaping is established, the Town Manager shall provide a written certification of completion and Final Acceptance. If the Town Engineer determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required or that the landscaping is not properly established, the Town Manager shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town Manager for a final inspection of the Public Improvements and the landscaping. Failure of the Developer to make a timely request for Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize or operate the Public Improvements as the Town deems appropriate.

5.6 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) unless otherwise agreed by the Town and Developer, the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by a metropolitan or special district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Larimer County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements

for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; and (6) all terms of this Agreement have been faithfully kept by Developer.

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

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.4 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to

exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.7 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.
- B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.
- C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.

- D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall at minimum have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.
- F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided.
- H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

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

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 **Tax Liability:** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such

dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 ***Cost Reimbursement to Town:*** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

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

11.2 If the default arises subsequent to Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money

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

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

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

MISCELLANEOUS

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

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

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

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

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

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

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or email-delivery, but only upon confirmation of receipt of such facsimile or email; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

CLAYTON PROPERTIES GROUP II, INC.
Attention: Brad Lenz, Vice President
Land Acquisition and Entitlement
4908 Tower Road
Denver, CO 80249
Email: BLenz@OakwoodHomesCo.com

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

TO TOWN:

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2020.

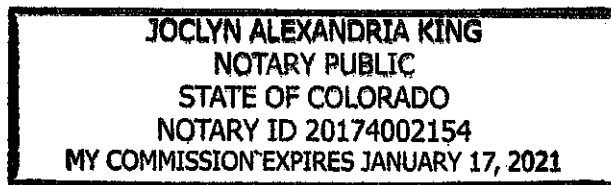
Clayton Properties Group II, Inc.

By: [Signature]
Name: BRUCE RAN
Title: ASSISTANT SECRETARY

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 26 day of June, 2020, by
Bruce Ran, Assistant Secretary, of Clayton
Properties Group II, Inc.

WITNESS my hand and official seal.
My commission expires:



Joclyn Alexandria King
Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Gary Lebsack

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 7)**

EXHIBITS

TABLE OF CONTENTS

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

EXHIBIT A
LEGAL DESCRIPTION
(Property)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN COUNTY OF LARIMER, STATE OF COLORADO.

BEGINNING AT THE CENTER NORTH 1/16TH CORNER OF THE SAID SECTION 23, THENCE ON THE WEST LINE OF THE SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00° 00' 45" EAST A DISTANCE OF 104.95 FEET TO THE BOUNDARY OF THOMPSON RIVER RANCH FILING NUMBER 8 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER ;

THENCE ON THE BOUNDARY OF SAID THOMPSON RIVER RANCH FILING NUMBER 8 FOR THE FOLLOWING 22 COURSES;

- 1) THENCE S89°59'15"E, A DISTANCE OF 280.95 FEET;
- 2) THENCE N02°11'43"E, A DISTANCE OF 287.63 FEET;
- 3) THENCE N01°51'44"W, A DISTANCE OF 155.41 FEET;
- 4) THENCE N11°27'04"E, A DISTANCE OF 102.14 FEET;
- 5) THENCE N29°45'08"E, A DISTANCE OF 117.32 FEET;
- 6) THENCE N55°27'39"E, A DISTANCE OF 87.73 FEET;
- 7) THENCE N57°54'35"E, A DISTANCE OF 81.30 FEET;
- 8) THENCE N85°06'41"E, A DISTANCE OF 97.82 FEET;
- 9) THENCE N89°43'26"E, A DISTANCE OF 53.13 FEET;
- 10) THENCE N10°26'20"E, A DISTANCE OF 127.26 FEET;
- 11) THENCE N63°43'12"E, A DISTANCE OF 165.23 FEET;
- 12) THENCE S65°52'18"E, A DISTANCE OF 171.27 FEET;
- 13) THENCE S09°23'30"E, A DISTANCE OF 128.34 FEET;
- 14) THENCE N89°43'26"E, A DISTANCE OF 106.33 FEET;
- 15) THENCE S00°16'34"E, A DISTANCE OF 113.92 FEET TO NON-TANGENT POINT OF CURVATURE;
- 16) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71, A CHORD BEARING OF S44°34'59"E WITH A CHORD DISTANCE OF 232.09 FEET;
- 17) THENCE N89°43'26"E, A DISTANCE OF 50.61 FEET;
- 18) THENCE S00°16'34"E, A DISTANCE OF 170.00 FEET;
- 19) THENCE S89°43'26"W, A DISTANCE OF 7.60 FEET;
- 20) THENCE S00°16'34"E, A DISTANCE OF 280.00 FEET;

- 21) THENCE N89°43'26"E, A DISTANCE OF 1.00 FEET;
- 22) THENCE S00°16'34"E, A DISTANCE OF 118.03 FEET TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY

THENCE ON SAID NORTH LINES THE FOLLOWING FOUR (4) COURSES:

1. THENCE S89°43'39"W, A DISTANCE OF 127.53 FEET;
2. THENCE S05°05'46"W, A DISTANCE OF 79.10 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 275.72 FEET;
4. THENCE S74°44'16"W, A DISTANCE OF 191.36 FEET TO A POINT ON THE NORTH AND WEST LINES OF THOMPSON RIVER RANCH FILING NO. 6 RECORDED AT RECEPTION NUMBER 20170056004 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ON SAID NORTH LINES THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N84°54'14"W, A DISTANCE OF 300.00 FEET;
2. THENCE N77°18'33"W, A DISTANCE OF 60.53 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 180.00 FEET;
4. THENCE S05°05'46"W, A DISTANCE OF 105.06 FEET;
5. THENCE S41°41'20"E, A DISTANCE OF 43.12 FEET TO NON-TANGENT POINT OF CURVATURE;
6. THENCE ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 57°18'09", A DISTANCE OF 78.01, A CHORD BEARING OF S19°39'36"W WITH A CHORD DISTANCE OF 74.80 FEET TO POINT OF REVERSE CURVATURE;
7. THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22, A CHORD BEARING OF S01°56'51"E WITH A CHORD DISTANCE OF 46.11 FEET;
8. THENCE S05°05'46"W, A DISTANCE OF 224.75 FEET TO A POINT OF CURVATURE AND TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ON SAID NORTHWESTERLY LINES THE FOLLOWING FOUR (2) COURSES:

1. THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S50°05'46"W WITH A CHORD DISTANCE OF 28.28 FEET;
2. THENCE N84°54'14"W, A DISTANCE OF 145.74 FEET THE WEST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°00'58"W, A DISTANCE OF 525.48 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,068,664 SQUARE FEET OR 24.533 ACRES.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7

BEING LOCATED IN THE NE 1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

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

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN COUNTY OF LARIMER, STATE OF COLORADO AND IN THE LANDS CONVEYED TO OAKWOOD HOMES, LLC RECORDED AT RECEPTION NUMBER 2013000592 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY.

BEGINNING AT THE CENTER NORTH 1/2 1/4 CORNER OF THE SAID SECTION 23, THENCE ALONG THE WESTLINE OF THE SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00°00'00"E, EAST A DISTANCE OF 300.95 FEET;

THENCE S89°59'19"E, A DISTANCE OF 280.95 FEET;
THENCE N02°11'14"E, A DISTANCE OF 207.63 FEET;
THENCE N01°51'04"W, A DISTANCE OF 155.41 FEET;
THENCE N11°27'04"E, A DISTANCE OF 102.34 FEET;
THENCE N27°45'08"E, A DISTANCE OF 117.32 FEET;
THENCE N55°27'39"E, A DISTANCE OF 97.73 FEET;
THENCE N57°54'35"E, A DISTANCE OF 81.30 FEET;
THENCE N85°00'04"E, A DISTANCE OF 97.82 FEET;
THENCE N89°43'28"E, A DISTANCE OF 53.13 FEET;
THENCE N107°28'00"E, A DISTANCE OF 127.26 FEET;
THENCE N63°43'12"E, A DISTANCE OF 165.23 FEET;
THENCE S65°52'18"E, A DISTANCE OF 171.27 FEET;
THENCE S08°23'50"E, A DISTANCE OF 128.34 FEET;
THENCE N89°43'28"E, A DISTANCE OF 306.33 FEET;
THENCE S07°16'34"E, A DISTANCE OF 113.92 FEET TO NON-TANGENT POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71, A CHORD BEARING OF S44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;

THENCE N89°43'28"E, A DISTANCE OF 506.61 FEET;

THENCE S07°16'34"E, A DISTANCE OF 568.03 FEET TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 201700045394 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING FOUR (4) COURSES:

1. THENCE S89°43'39"W, A DISTANCE OF 134.13 FEET;
2. THENCE S05°05'48"W, A DISTANCE OF 79.10 FEET;
3. THENCE N84°54'54"W, A DISTANCE OF 275.72 FEET;
4. THENCE S74°04'12"W, A DISTANCE OF 191.36 FEET TO A POINT ON THE NORTH AND WEST LINES OF THOMPSON RIVER RANCH FILING NO. 6 RECORDED AT RECEPTION NUMBER 20170006001 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTH LINES THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N84°54'54"W, A DISTANCE OF 300.00 FEET;
2. THENCE N77°18'33"W, A DISTANCE OF 10.53 FEET;
3. THENCE N84°54'54"W, A DISTANCE OF 380.00 FEET;
4. THENCE S05°05'48"W, A DISTANCE OF 105.06 FEET;
5. THENCE S41°41'20"E, A DISTANCE OF 43.32 FEET TO NON-TANGENT POINT OF CURVATURE;
6. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 7800 FEET, A CENTRAL ANGLE OF 57°38'09", A DISTANCE OF 7801, A CHORD BEARING OF S10°38'58"W WITH A CHORD DISTANCE OF 78.80 FEET TO POINT OF REVERSE CURVATURE;
7. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 18800 FEET, A CENTRAL ANGLE OF 34°05'15", A DISTANCE OF 46.22, A CHORD BEARING OF S01°56'57"E WITH A CHORD DISTANCE OF 46.11 FEET;
8. THENCE S05°05'48"W, A DISTANCE OF 228.75 FEET TO A POINT OF CURVATURE AND TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 201700045394 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINES THE FOLLOWING TWO (2) COURSES:

1. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S80°05'04"W WITH A CHORD DISTANCE OF 28.28 FEET;
2. THENCE N84°54'54"W, A DISTANCE OF 315.74 FEET TO THE WEST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ALONG SAID WEST LINE, NORTH 00°58'W, A DISTANCE OF 525.48 FEET; TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,071,570 SQUARE FEET OR 24.60 ACRES, MORE OR LESS.

AND DO HEREBY SUBMIT THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS OF WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7 AS SHOWN ON THE MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

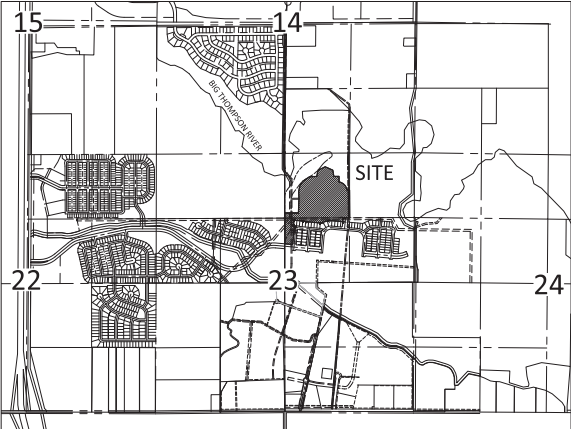
BY: DAVID BRACHT
DIVISION PRESIDENT
STATE OF COLORADO
IN
COUNTY OF LARIMER

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



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

ENGINEER:
GALLOWAY
3780 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LAI DESIGN GROUP
8001 SOUTH PARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY
3780 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

APPROVALS PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2020.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7, 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 _____, 2020.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

NOTES:

1. BASIS OF BEARINGS: ASSUMED NORTH 00°00'00"E EAST, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM., SAID LINE BEING MONUMENTED BY A FOUND NAIL WITH A 2-1/2" ALUMINUM CAP, STAMPED "20016-RS-385225" AT ITS CENTER NORTH 1/2 1/4 CORNER AND BY A 2-1/2" PIPE WITH A 2" ALUMINUM CAP, STAMPED "LS 37911" AT THE NORTH QUARTER CORNER OF SECTION 23 AS SHOWN HEREON.

2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508F0456466107-017, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

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

EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 763, PAGE 236). EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2007, PAGE 500). EXCEPTION 29-PNEA EASEMENT (REC. NO. 90018934). EXCEPTION 30-PNEA EASEMENT (REC. NO. 90018935).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 1,071,570 SQUARE FEET, 24.60 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

4. FLOOD INFORMATION: ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08069C12137, EFFECTIVE DATE DECEMBER 19, 2016 AND LOMR 14608-11589, EFFECTIVE DATE NOVEMBER 16, 2017, THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X, AREAS OF MINIMAL FLOOD HAZARD; SHADED ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE. THE SUBJECT PROPERTY IS ALSO LOCATED IN ZONE AE, WITH BFE OR DEPTH, THE EFFECTIVE FLOOD PLAIN BOUNDARIES ARE GRAPHICALLY SHOWN HEREON.

5. EASEMENTS 30" WIDE PUBLIC UTILITY EASEMENTS ARE DEDICATED ALONG THE PUBLIC RIGHT OF WAY, 5' WIDE PUBLIC UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

6. BLANKET EASEMENTS OUTLOTS A, B, C, D, E AND F ARE DEDICATED AS BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE, AND TRAIL EASEMENTS. ALL BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.

7. OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C, D, E AND F ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT.

8. AN EMERGENCY ACCESS ROAD IS HEREBY TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMPLETION OF THE PROJECT. THE ACCESS SHALL FOLLOW THE ROUTE OF RIVER RANCH PARKWAY, KNOWN AS SATIMWOOD DRIVE AND CANDLEWOOD DRIVE. THE ACCESS SHALL BE BUILT TO THE TOP OF AGGREGATE BASE COURSE LAYER OF THE APPROVED ROAD SECTION. TEMPORARY BARRICADES THAT CAN BE REMOVED IN AN EMERGENCY SITUATION (IE TYPE III BARRICADE WITH SANDBAGS) SHALL BE INSTALLED TO DISCOURAGE PUBLIC TRAFFIC. THE TEMPORARY ACCESS ROAD WILL BE REQUIRED TO BE PAVED AND ACCEPTED BY THE TOWN AT OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 31ST BUILDING PERMIT.

9. A TEMPORARY ACCESS ROAD SHALL BE REQUIRED TO BE INSTALLED AND ACCEPTED BY THE TOWN AND LURA AT, OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 31ST BUILDING PERMIT. THIS ACCESS SHALL FOLLOW THE ROUTE OF RIVER RANCH PARKWAY, KNOWN AS SATIMWOOD DRIVE AND CANDLEWOOD DRIVE. THE ACCESS SHALL BE BUILT TO THE TOP OF AGGREGATE BASE COURSE LAYER OF THE APPROVED ROAD SECTION. TEMPORARY BARRICADES THAT CAN BE REMOVED IN AN EMERGENCY SITUATION (IE TYPE III BARRICADE WITH SANDBAGS) SHALL BE INSTALLED TO DISCOURAGE PUBLIC TRAFFIC. THE TEMPORARY ACCESS ROAD WILL BE REQUIRED TO BE PAVED AND ACCEPTED BY THE TOWN AT OR PRIOR TO, THE TIME OF THE REQUEST FOR THE 31ST BUILDING PERMIT.

PLAT NOTES

- 1) GENERAL OVERLAP 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.

SURVEYOR'S CERTIFICATE:

I, LYLE G. BEISSEGER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 7 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2020.

LYLE G. BEISSEGER
COLORADO PROFESSIONAL LAND SURVEYOR #38038
AN EMPLOYEE FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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 BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

Galloway

Planning, Architecture, Engineering,
3085 E. Foothill Parkway, Suite 210
Johnstown, CO 80534
970.680.3300
www.gallowayllc.com

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#	DATE	ISSUE / DESCRIPTION	INIT.
1	11/7/20	TOWN COMMENTS	AN
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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 7

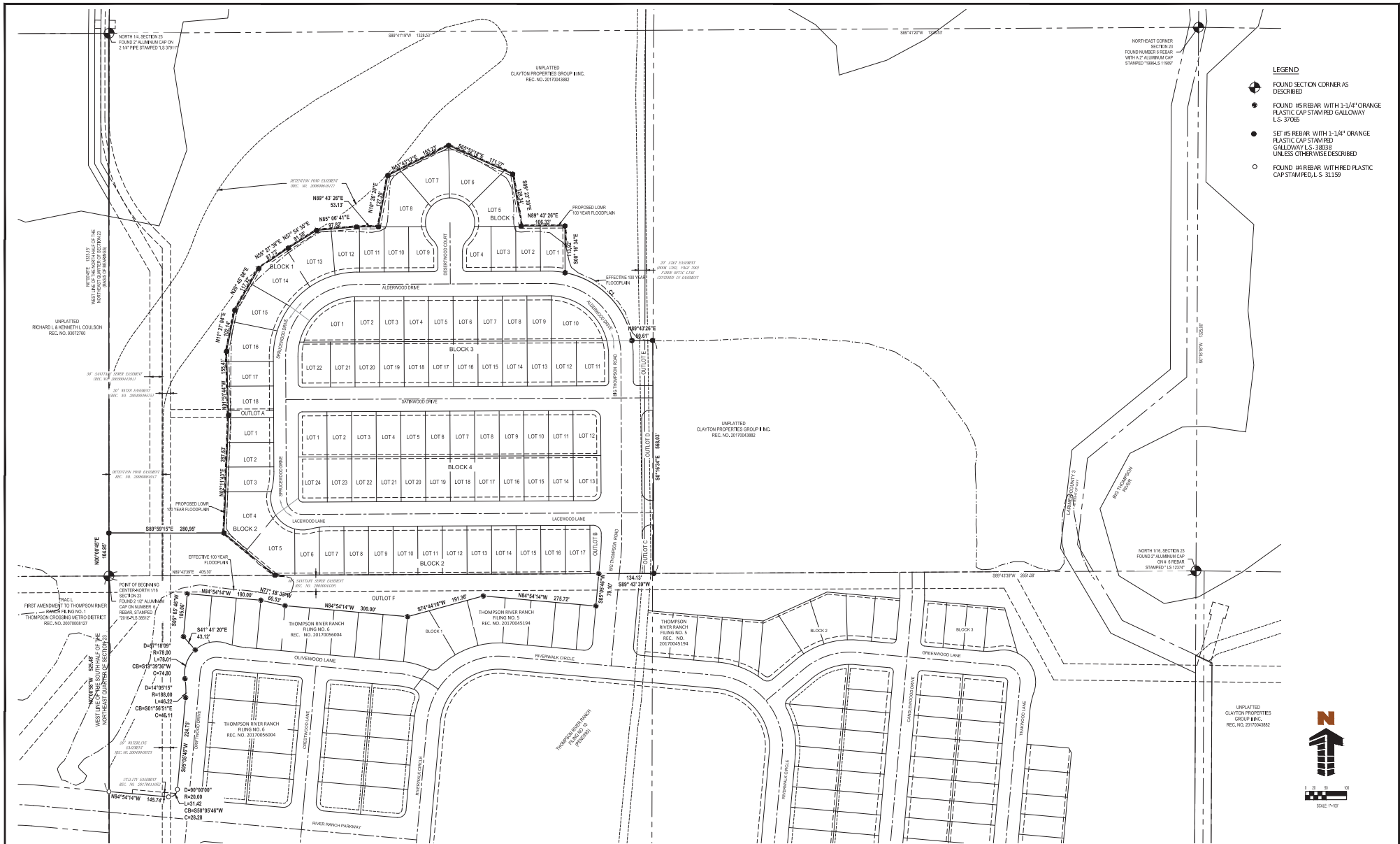
FINAL PLAT

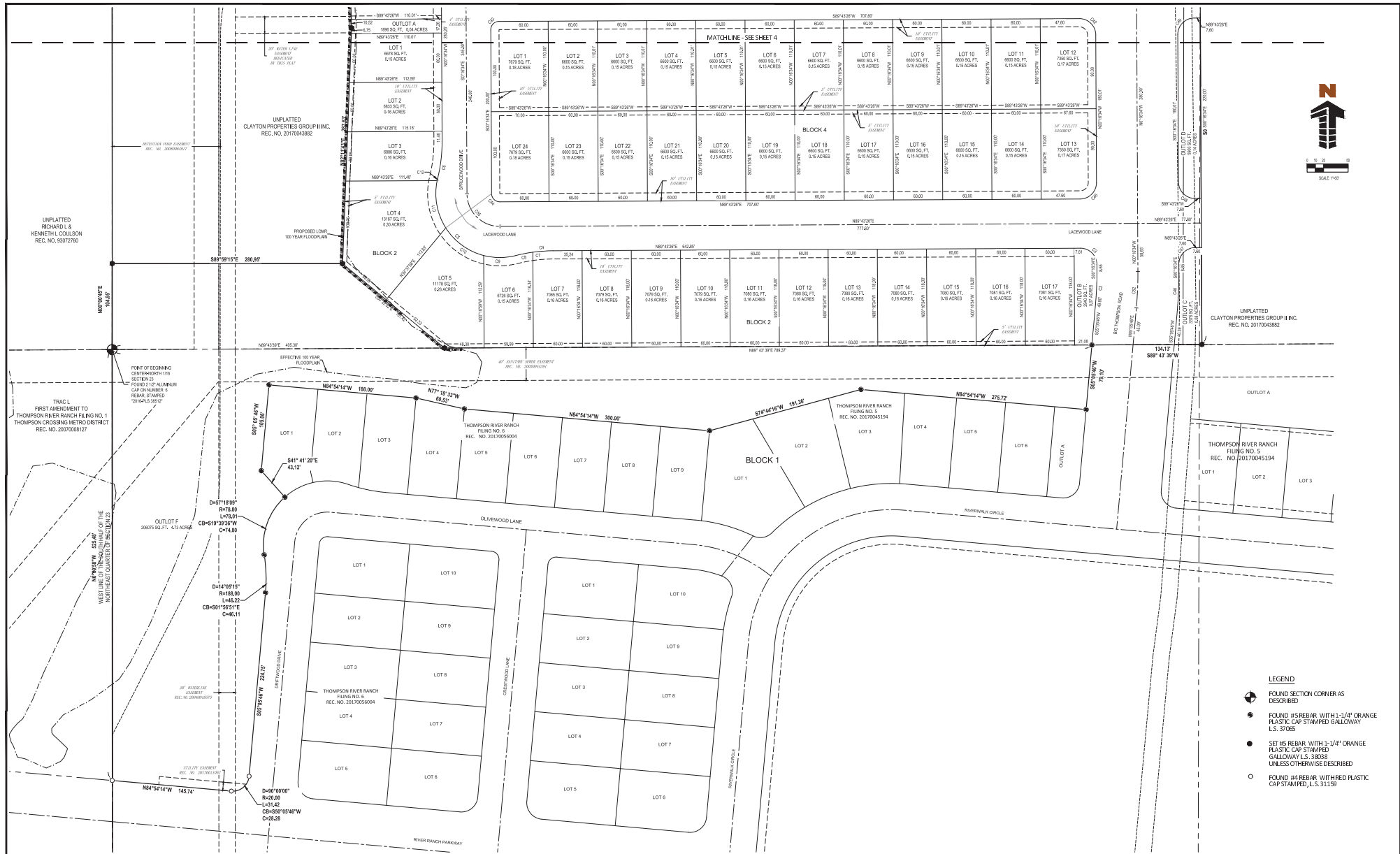
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ANY CHANGES AND AMENDMENTS WILL BE
ENFORCED AND REQUESTED.

PROJECT NO: OAK00000101
DRAWN BY: AN
CHECKED BY: UGB
DATE: OCTOBER 12, 2017

SHEET

1 OF 4





- LEGEND
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND #5 REBAR WITH 1-3/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 37065
 - SET #5 REBAR WITH 1-3/4" ORANGE PLASTIC CAP STAMPED GALLOWAY L.S. 38268 UNLESS OTHERWISE DESCRIBED
 - FOUND #4 REBAR WITH PLASTIC CAP STAMPED, L.S. 31159

Galloway

Planning, Architecture, Engineering,
3085 E. Ronald Reagan, Suite 210
Joplin, MO 64504
670.800.3300
www.galloway-je.com

#	DATE	ISSUE / DESCRIPTION	INIT.
1	11/17/20	TOWN COMMENTS	AN

CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 7

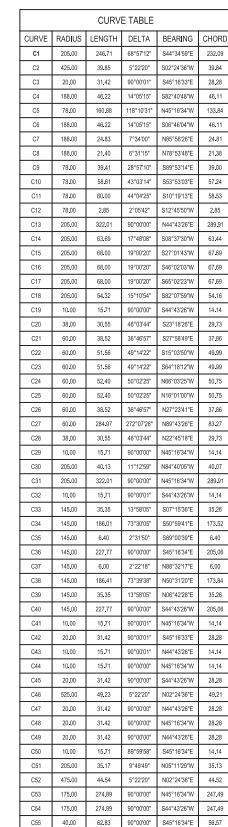
FINAL PLAT

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CONSENT OF THE GALLOWAY.
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ENFORCED AND PROSECUTED.

PROJECT NO: 04060000101
DRAWN BY: AN
CHECKED BY: UGB
DATE: OCTOBER 12, 2017

SHEET

3 OF 4



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4 OF 4

EXHIBIT B-2

RESOLUTION APPROVING PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier.

2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer. Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO.5 - PHASE 7**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Aggregate Base Course (Class 6) (8.5" depth)	Square Yard	16,091	\$ 14.00	\$ 225,274.00
2	Hot Mix Asphalt Pavement (Gr SX)(SP75, PG 64-22) 2.0" depth)	Square Yard	16,091	\$ 12.00	\$ 193,092.00
3	Hot Mix Asphalt Pavement (Gr S)(SP75, PG 64-22) (2.0" depth)	Square Yard	16,091	\$ 12.00	\$ 193,092.00
4	Town of Johnstown Crosspans (6-Foot)	Each	6	\$ 2,200.00	\$ 13,200.00
5	24" Reinforced Concrete Pipe (Class III)	Linear Foot	766	\$ 115.00	\$ 88,090.00
6	19" x 30" HERCP (Class III)	Linear Foot	77	\$ 115.00	\$ 8,855.00
7	24" x 38" HERCP (Class III)	Linear Foot	75	\$ 130.00	\$ 9,750.00
8	4' Dia. Storm Sewer Manhole	Each	2	\$ 3,500.00	\$ 7,000.00
9	5' Dia. Storm Sewer Manhole	Each	2	\$ 4,000.00	\$ 8,000.00
10	6' Dia. Storm Sewer Manhole	Each	1	\$ 6,190.00	\$ 6,190.00
11	Concrete Curb (Pedestrian) Ramp	Each	12	\$ 2,500.00	\$ 30,000.00
12	Concrete Sidewalk (6")	Square Yard	3,759	\$ 5.50	\$ 20,674.50
13	Curb and Gutter, Mountable	Linear Foot	6,200	\$ 21.50	\$ 133,300.00
14	Curb and Gutter, Vertical	Linear Foot	628	\$ 19.50	\$ 12,246.00
15	Curb and Gutter, Island	Linear Foot	653	\$ 19.50	\$ 12,733.50
16	Stop Signs	Each	6	\$ 450.00	\$ 2,700.00
17	Street Name Signs	Each	6	\$ 450.00	\$ 2,700.00
18	8" Sanitary SDR 35 PVC Pipe, (Complete in place)	Linear Foot	4,102	\$ 58.00	\$ 237,916.00

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO.5 - PHASE 7**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
19	8" Underdrain SDR 35 PVC Pipe, (Complete in place)	Linear Foot	4,102	\$ 38.00	\$ 155,876.00
20	4' Dia. Sanitary Sewer Manhole	Each	19	\$ 5,300.00	\$ 100,700.00
21	6' Dia. Sanitary Sewer Manhole w/ Platform	Each	2	\$ 6,500.00	\$ 13,000.00
22	Fire Hydrant Assembly with 6" Gate Valve	Each	5	\$ 9,300.00	\$ 46,500.00
23	8" Water C900 PVC PIPE (Complete in Place)	Linear Foot	4,236	\$ 42.00	\$ 177,912.00
24	8" Gate Valve	Each	16	\$ 2,500.00	\$ 40,000.00
25	8"x8" Cross	Each	2	\$ 1,680.00	\$ 3,360.00
26	6"x8" Tee	Each	7	\$ 1,630.00	\$ 11,410.00
27	Water Main Bends	Each	16	\$ 1,100.00	\$ 17,600.00
28	Sanitary Services	Each	81	\$ 1,000.00	\$ 81,000.00
29	Water Services	Each	81	\$ 2,220.00	\$ 179,820.00
30	Connect to existing Sanitary	Each	2	\$ 2,850.00	\$ 5,700.00
31	Water Main Plug	Each	2	\$ 1,660.00	\$ 3,320.00
				\$	2,037,691.00

EXHIBIT D

FORM - IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK_____

ADDRESS OF ISSUING BANK_____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for _____, dated this day _____ of _____, 20____, between the Town of Johnstown and _____.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20_____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:

Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 D

SUBJECT: Water and Sewer Service Agreement for Thompson River Ranch Filing No 7, with Clayton Properties, Group, II, Inc.

ACTION PROPOSED: Approve Water and Sewer Service Agreement

ATTACHMENTS: 1- Proposed Water and Sewer Service Agreement
2 – Helton & Williamsen Memo (April 27, 2020)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and approval is a Water and Sewer Service Agreement for Thompson River Ranch Filing No 7, with Clayton Properties, Group, II, Inc., for 81 single family lots and 3.39 acres of irrigated areas, to be irrigated with the existing non-potable irrigation system operated by Thompson Crossing Metropolitan District No. 3.

LEGAL ADVICE:

The Town Attorney prepared the proposed agreement.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION:

Approve the Water and Sewer Service Agreement.

SUGGESTED MOTIONS:

For Approval:

I move to approve the Thompson River Ranch Filing No 7 Water and Sewer Service Agreement.

For Denial:

I move to deny the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No 7, as presented.

The Community That Cares

www.TownofJohnstown.com

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

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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

WATER AND SEWER SERVICE AGREEMENT
[Thompson River Ranch Filing No. 7]

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2020, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns land located in the NE1/4 of section 23, T05N, R68W, 6th P.M., Larimer County, Colorado, more particularly on Exhibit A attached hereto and incorporated herein by this reference, containing approximately 24.6 acres ("Subject Property"); and

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

WHEREAS, the Subject Property is being developed by Developer as the "Thompson River Ranch Filing No. 7;" and

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

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("Ordinance"), Developer, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated April 24, 2020. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town's Water Engineer dated April 27, 2020. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in Paragraph 2 will meet the estimated water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building (potable)	26.73	1.34
Residential Irrigation (potable)	11.10	9.43
Other Landscape Irrigation (non-potable)	8.48	7.21
Total (potable and non-potable)	46.31	17.98

2. Water Rights Dedication and Credits.

A. Preexisting Credit.

i. Home Supply. After dedication to satisfy the requirements of the water supply for the Thompson River Ranch Filing No. 10, Developer had a net surplus credit of 99.07 acre-feet of raw water credit from shares of the Consolidated Home Supply Ditch & Reservoir Company.

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

iii. Common Area Landscape. Pursuant to the Water Agreement between the Town and W.R. Investment, LLC ("WRI"), dated on or about May 7, 2018, and the Assignment, Assumption and Bill of Sale from WRI and Exit 223, LLC to the Developer, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation for the Thompson River Ranch Development ("Town Common Area Irrigation Supply"). Prior to the use of water for the Subject Property, the Developer has irrigated 52.18 acres of common area.

B. Credit for the Subject Property.

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

ii. Common Area Landscape. The Parties agree that the Subject Property will contain 3.39 acres of common area irrigation to be used from the Town Common Area Irrigation Supply. The common area irrigation is equivalent to 8.48 acre-feet of water demand.

3. Surplus Dedication Credit.

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

Project. Developer will have a surplus dedication credit with the Town of 61.24 acre-feet of raw water from shares of the Consolidated Home Supply Ditch & Reservoir Company. The credit is calculated as follows:

Existing Credit:	99.07 acre-feet
(municipal, potable)	
LESS: Estimated demand:	<u>37.83 acre-feet</u>
Net current surplus credit:	61.24 acre-feet
(municipal, potable)	

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

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

Total available acreage:	96.00 acres
Less: Prior irrigated acreage:	52.18 acres
Current demand:	<u>3.39 acres</u>
Available acreage credit:	40.43 acres

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

4. Commitment to Serve Water and Sewer. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 24.6 acres described above up to 37.83 acre-feet per year of potable water supply for in-building use together with the corresponding sewer service and for potable residential irrigation as described above. The Town further agrees to provide up to 8.48 acre-feet of non-potable water for 3.39 acres of common area irrigation.

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

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

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

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

TO DEVELOPER:

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

TO THE TOWN:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures follow on separate pages

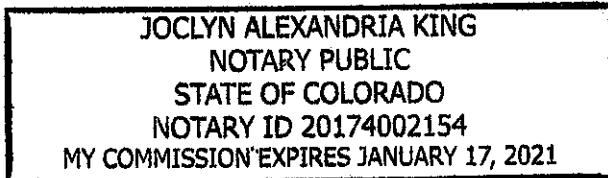
Clayton Properties Group II, Inc.

By: [Signature]
Bruce Rau
Assistant Secretary

STATE OF COLORADO)
) ss
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 26th day of June, 2020, by Bruce Rau of Clayton Properties Group II, Inc.

Witness my hand and official seal.



Joclyn Alexandria King
Notary Public

4908 Tower Rd Denver, CO 80249
Address
720-486-6029
Telephone

My Commission Expires: January 17, 2021

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN COUNTY OF LARIMER, STATE OF COLORADO.

BEGINNING AT THE CENTER NORTH 1/16TH CORNER OF THE SAID SECTION 23, THENCE ON THE WEST LINE OF THE SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00° 00' 45" EAST A DISTANCE OF 104.95 FEET TO THE BOUNDARY OF THOMPSON RIVER RANCH FILING NUMBER 8 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER _____;

THENCE ON THE BOUNDARY OF SAID THOMPSON RIVER RANCH FILING NUMBER 8 FOR THE FOLLOWING 22 COURSES;

- 1) THENCE S89°59'15"E, A DISTANCE OF 280.95 FEET;
- 2) THENCE N02°11'43"E, A DISTANCE OF 287.63 FEET;
- 3) THENCE N01°51'44"W, A DISTANCE OF 155.41 FEET;
- 4) THENCE N11°27'04"E, A DISTANCE OF 102.14 FEET;
- 5) THENCE N29°45'08"E, A DISTANCE OF 117.32 FEET;
- 6) THENCE N55°27'39"E, A DISTANCE OF 87.73 FEET;
- 7) THENCE N57°54'35"E, A DISTANCE OF 81.30 FEET;
- 8) THENCE N85°06'41"E, A DISTANCE OF 97.82 FEET;
- 9) THENCE N89°43'26"E, A DISTANCE OF 53.13 FEET;
- 10) THENCE N10°26'20"E, A DISTANCE OF 127.26 FEET;
- 11) THENCE N63°43'12"E, A DISTANCE OF 165.23 FEET;
- 12) THENCE S65°52'18"E, A DISTANCE OF 171.27 FEET;
- 13) THENCE S09°23'30"E, A DISTANCE OF 128.34 FEET;
- 14) THENCE N89°43'26"E, A DISTANCE OF 106.33 FEET;
- 15) THENCE S00°16'34"E, A DISTANCE OF 113.92 FEET TO NON-TANGENT POINT OF CURVATURE;
- 16) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71, A CHORD BEARING OF S44°34'59"E WITH A CHORD DISTANCE OF 232.09 FEET;
- 17) THENCE N89°43'26"E, A DISTANCE OF 50.61 FEET;
- 18) THENCE S00°16'34"E, A DISTANCE OF 170.00 FEET;

- 19) THENCE S89°43'26"W, A DISTANCE OF 7.60 FEET;
- 20) THENCE S00°16'34"E, A DISTANCE OF 280.00 FEET;
- 21) THENCE N89°43'26"E, A DISTANCE OF 1.00 FEET;
- 22) THENCE S00°16'34"E, A DISTANCE OF 118.03 FEET TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY

THENCE ON SAID NORTH LINES THE FOLLOWING FOUR (4) COURSES:

1. THENCE S89°43'39"W, A DISTANCE OF 127.53 FEET;
2. THENCE S05°05'46"W, A DISTANCE OF 79.10 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 275.72 FEET;
4. THENCE S74°44'16"W, A DISTANCE OF 191.36 FEET TO A POINT ON THE NORTH AND WEST LINES OF THOMPSON RIVER RANCH FILING NO. 6 RECORDED AT RECEPTION NUMBER 20170056004 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ON SAID NORTH LINES THE FOLLOWING EIGHT (8) COURSES:

1. THENCE N84°54'14"W, A DISTANCE OF 300.00 FEET;
2. THENCE N77°18'33"W, A DISTANCE OF 60.53 FEET;
3. THENCE N84°54'14"W, A DISTANCE OF 180.00 FEET;
4. THENCE S05°05'46"W, A DISTANCE OF 105.06 FEET;
5. THENCE S41°41'20"E, A DISTANCE OF 43.12 FEET TO NON-TANGENT POINT OF CURVATURE;
6. THENCE ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 57°18'09", A DISTANCE OF 78.01, A CHORD BEARING OF S19°39'36"W WITH A CHORD DISTANCE OF 74.80 FEET TO POINT OF REVERSE CURVATURE;
7. THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22, A CHORD BEARING OF S01°56'51"E WITH A CHORD DISTANCE OF 46.11 FEET;
8. THENCE S05°05'46"W, A DISTANCE OF 224.75 FEET TO A POINT OF CURVATURE AND TO A POINT ON THE NORTH LINES OF THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NUMBER 20170045194 IN THE CLERK AND RECORDER OFFICE OF LARIMER COUNTY;

THENCE ON SAID NORTHWESTERLY LINES THE FOLLOWING TWO (2) COURSES:

1. THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42, A CHORD BEARING OF S50°05'46"W WITH A CHORD DISTANCE OF 28.28 FEET;
2. THENCE N84°54'14"W, A DISTANCE OF 145.74 FEET THE WEST LINE OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°00'58"W, A DISTANCE OF 525.48 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,068,664 SQUARE FEET OR 24.533 ACRES.

Helton & Williamsen, P.C.
Consulting Engineers in Water Resources
7353 S. Alton Way, Suite A-125
Centennial, Colorado 80112
Phone (303) 792-2161
E-mail: twilliamsen@helton-williamsen.com

MEMORANDUM

April 27, 2020

To: Pete Ampe and Kim Meyer

From: Tom Williamsen

Subject: Water demand estimate – Thompson River Ranch Filing 7

This memorandum summarizes my review of the water demand and consumptive use estimates prepared by Rick Haering on behalf of Oakwood Homes for the Thompson River Ranch Filing 7 dated April 24, 2020. I also reviewed the Final Plat map of Filing 7 prepared by Galloway & Company and the Landscape Plans drawings by LAI Design Group. Thompson River Ranch Filing 7 is located on 24.6 acres in the NE¼ of section 23 T.5N., R.68W. The project includes 81 single-family homes with 4.44 acres of irrigated landscape (average of 2,387 ft² per home) plus 3.39 acres of other irrigated areas. The other irrigated area consists of irrigated landscaping in outlots and other common area and its water supply source is the non-potable irrigation system operated by Thompson Crossing Metropolitan District No. 3.

The annual water demands are estimated as:

Residential in-building	26.73 acre-feet
Residential irrigation	<u>11.10 acre-feet</u>
Total (potable)	37.83 acre-feet

Non-potable irrigation 8.48 acre-feet

The annual consumptive use will be:

Residential in-building	1.34 acre-feet
Residential irrigation	<u>9.43 acre-feet</u>
Total (potable).....	10.77 acre-feet

Other irrigation (non-potable) ... 7.21 acre-feet

Oakwood Homes has conveyed Consolidated Home Supply Ditch and Reservoir Company shares to Johnstown for development purposes in Thompson River Ranch. The 99.07 acre-feet of carryover raw water credit from Filing 10 is available to Filing 7 leaving 61.24 acre-feet of raw water credit for future filings (99.07 – 37.83 = 61.24). The water court transfer fees were paid at the time the shares were assigned to Johnstown. Including the 3.39 acres of irrigated area under the non-potable irrigation system, the

Pete Ampe and Kim Meyer
April 27, 2020
Page 2

current area irrigated by the non-potable irrigation system totals 55.57 acres out of the 96.0 acres allowed under the Water Agreement between Johnstown and W.R. Investment LLC. Enclosed is a copy of the Water Demand Worksheet showing my notes and corrections and the updated water banks for Clayton Properties.

Enclosures

cc: Todd Bloom w/enclosures
Avi Rocklin w/enclosures

c:\2020-04-27 Memo to PAmpe KMeyer re Water Demand Est ThompsonRivRanch 7.doc

TOWN OF JOHNSTOWN

AVERAGE ANNUAL WATER DEMAND WORKSHEET
(Rev. 9/03)

Project Name: Thompson River Ranch - Filing 7

Contact Person: Rick Haering

Telephone: 303-734-1777

THW
4/27/20
24-6 ac per survey by Galloway & Co
Filing 7 Final Plot Drawing 1 of 4
NE 1/4 23, 5N, 68W

Values should be averages for entire project

Lot Usage:

Lot Size: 7,431 SF AVG.

Breakdown:

Building footprint	2,501	sf
Garage	527	sf
Driveway	477	sf
Sidewalks	40	sf
Patios	9	sf
Irrigated landscaping	<i>172 +</i> 2,215	<i>sf = 2387</i>
Other non-irrigated area	1,662	sf
Total	<i>172 +</i> 7,431	<i>sf = 7603</i>

A. Irrigation demand for Residential:

Subtotal:	Total number of single family lots	81 UNITS
X	Average irrigated area per lot (sq. ft.)	2,215 SF <i>2387</i>
		43,560
X		<u>2.5 AF/A</u>
Subtotal:	Attached and Multi-family total : irrigated area (sq. ft.)	
		43,560
X		<u>2.5 AF/A</u>
Total		<u>10.29 AF</u>

4.44 ac

11.10 ac-ft

per H&W/R. Having this should be included in the residential landscape irrigation.
1725 ft/lot - ~~see~~ see page 1

B. Other Usage:	
Irrigated Parks	0.00 Acres
Irrigated Entry features	0.00 Acres
Irrigated Street R.O.W.	0.32 Acres
Other irrigated areas	3.39 Acres
Subtotal	³⁹ 3.71 Acres Non-potable per H&C w/R Having

C. Irrigation demand for other usage:	
Subtotal:	Total acreage ³⁹ 3.71 Acres Non-pot
	X 2.5 A F / A
	= 9.28 Acre Feet
	⁸ 8.48

Total AF from Box A	¹¹⁻¹⁰ 10.29 Acre Feet
Total AF from Box C	^{8.48} 9.28 Acre Feet
Total	⁸ 19.57 Acre Feet

Summary of Average Annual Water Requirements

Type	Units	Unit Requirement	Annual Requirement (acre feet)
A. INSIDE USE			
1. Single - Family Detached	81 LOTS	0.33 A F / lot	26.73 Acre Feet ✓
2. Multi-Family	units	0.29 A F / unit	
3. Commercial	sq. ft	0.10 gpd / sq ft	
4. Office	sq. ft	0.16 gpd / sq ft	
5. Light Industrial	sq. ft	0.06 gpd / sq ft	
6. Other			
	TOTAL INSIDE USE:		26.73 Acre Feet ✓
IRRIGATION			
1. Residential	81 LOTS		10.29 Acre Feet
2. Commercial	acres	2.5 AF / acre	
3. Office	acres	2.5 AF / acre	
4. Light Industrial	acres	2.5 AF / acre	
5. Parks	acres	2.5 AF / acre	
6. Other	3.71 acres	2.5 AF / acre	9.28 8.46
		TOTAL OUTSIDE USE:	19.57 8.46 Acre Feet
		TOTAL	46.3 Acre Feet

Total potable = 11.10 + 26.73 = 37.83 ac-ft

Average Annual Consumptive Use

<u>Inside Use</u>		
Total Demand (AF)	$26.73 \times 0.05 =$	1.34 ✓
<u>Irrigation Use</u>		
Total irrigation demand (AF)	$19.57^8 \times 0.85 =$	16.63 ⁴
	<u>46.31</u>	
TOTAL		17.97 ⁸ AF

APPLICANT: LAI Design Group

By: Rick Haering
(Authorized Representative)

Date: 4/24/2020

*Residential irrigation cu = $11.10 \times .85 = 9.435$ acft
Other irrigation cu = $8.181 \times .85 = 7.21$
16.64*



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 E

SUBJECT: Town of Johnstown 2020 Slurry Seal Bid Award

ACTION PROPOSED: Approve the Bid Award to A-1 Chip Seal

ATTACHMENTS:

1. Bid Estimate
2. Contract
3. Maps

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a bid award request for the 2020 Slurry Seal Project between the Town of Johnstown and A-1 Chip Seal

As we have done for years, we contacted the City of Loveland to be able to piggy back on their bid prices for Chip seal/Slurry seal. We are following section 11 of the Town of Johnstown purchasing policy which addresses the permissive use of this method as listed below:

The Town requires staff to solicit bids for any purchase of goods over \$50,000, per engagement or annually. This requirement may be waived by the Town Manager for ongoing service contracts where the past experience related directly to the Town is a compelling reason to continue a service contract from year to year. Selection of vendors, contractors or consultants may be based on past experience with the Town, knowledge of the Town and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and other such criteria as deemed appropriate for a particular public project. The Town recognizes the following exemptions to the bid guidelines set forth herein:

c. Use of State Bids or Existing Contracts. This Policy shall not apply if the purchasing department is able to piggy-back on a State Bid Award, GSA bid award, or other bid award by a local government entity where a public bid process has taken place on the conditions that appropriate verification of the bid is provided, the cost does not exceed \$100,000, and funds are available in the budget.

The Community That Cares

www.TownofJohnstown.com

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

While it is over the \$100,000 limit for this project, we have historically piggy backed with the City of Loveland to save on administrative costs. A-1 chip seal has been the contractor for the Town of Johnstown for many years providing quality work in our community.

In the past the Town has done chip seal surfaces. Last year we applied a slurry seal instead of crack seal. I feel the application last year has held up well and does not leave the residue that crack sealing does. Slurry seal has more of a liquid base compared to chip seal which has more rock. The Slurry seal application will seal the fine line cracks better than chip seal and allow for a smoother surface. By sealing the fine cracks more effectively, we hope this prevents or minimizes the freeze-thaw cycle underneath the road surface that causes potholes.

The project is done in two phases. The first phase is applying crack seal material to fill in cracks measuring ¼” or bigger and then an application of slurry over the entire surface.

For the 2020 street maintenance program, \$300,000 was budgeted in the Street Maintenance Fund. From this amount, \$87,029 was used for the paving of the northbound lane of WCR 15 from the Little Thompson Bridge north to CR 46. The southbound lane was paved by Johnstown Villages due to improvements in this area they performed.

With the remaining funds, Staff proposes to use \$15,450 for striping of the following roadways:

- North 2nd Street between North Parish Ave & Canal Ave
- Thompson Pkwy. from Hwy 34 South to the Railroad Tracks
- Briarwood Lane between the East Frontage Road and Heatherwood Ct
- River Ranch Pkwy. between the East Frontage Road and Hunterwood Lane
- Striping and directional arrows on roundabout on Thompson Parkway.

Additionally, based on road surface bids received, \$137,607.75 will be allocated to:

- River Ranch Parkway
- Multiple roads in Carlson farms

Pioneer Ridge was also quoted but removed due being over budget. Staff would like to use the remaining \$59,913.25 to improve additional streets as needed with either striping, slurry seal, or both. For a total amount \$197,521. Maps have been included for identification of roadways to be improved

LEGAL ADVICE:

The agreement was reviewed by the Town Attorney

FINANCIAL ADVICE:

Funds for FY 2020 were appropriated at \$300,000, for the street maintenance program.

The Community That Cares

www.TownofJohnstown.com

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

RECOMMENDED ACTION:

Approve the contract as presented providing for the road and striping improvements listed and latitude to address other roadway needs with the remaining balance.

SUGGESTED MOTIONS:

For Approval:

I move to award a contract between the Town of Johnstown and A-1 Chipseal Company for the 2020 Town of Johnstown Street Maintenance Program in the amount not to exceed \$197,521 and authorize the Town Manager to sign the contract as presented.

For Denial:

I move that we deny the contract between the Town of Johnstown and A-1 Chipseal for the 2020 Town of Johnstown Street Maintenance Project and solicit more bids.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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



Customer	Attention	Date
Johnstown, Town of	Don Gardner	06/17/20
P.O. Box 609	(970) 587-4664	Proposal #
Johnstown, CO 80534-	dgardner@townofjohnstown.com	27647
Proposal for	Fax: (970) 587-0141	
Johnstown Slurry Chipseal/Slurry - Various Streets - Johnstown		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 River Ranch Parkway				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	6,400 LBS	\$1.80	\$11,520.00
02	Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.	29,980 SY	\$2.55	\$76,449.00
Accepted_____ Total for Option# 1				\$87,969.00
Option# 2 Carlson Farms				
01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	7,000 LBS	\$1.80	\$12,600.00
02	Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.	14,525 SY	\$2.55	\$37,038.75
Accepted_____ Total for Option# 2				\$49,638.75

Option# 3 Pioneer Ridge

01	Crackseal Clean and fill cracks with hot pour rubberized crack sealer. *Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated. *All cracks 1/4" or greater will be sealed unless otherwise specified. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE. *ALLIGATORED AREAS WILL NOT BE CRACK SEALED.	7,800 LBS	\$1.80	\$14,040.00
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02	Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.	49,860 SY	\$2.55	\$127,143.00
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Accepted_____	Total for Option# 3	\$141,183.00
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Additional Charges If Required :

*This Proposal is based on one Mobilization.
 *Additional mobilizations add \$7,000.00 each.

Notes:

*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
 *This work can be scheduled after receipt of signed contract.
 *The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
 *Pricing for this quotation is applicable for 30 days from date of quote.
 *Final billing will be based on actual field measured quantities installed.
 *Performance and Payment bond. Add 1% to total price if Bond is required.

Exclusions:

*All polymer-modified asphalt.
 *Bonds (add 1%), permits, testing, engineering, surveying, striping, utility adjustments.

See attached terms and conditions

Accepted by: _____	Date: _____	Estimator: <u><i>John Parks</i></u>
		John Parks
Accepted by: _____	Date: _____	(720) 540-8288
Authorized Agent(s)		jparks@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.

5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.

7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.

8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.

11. Any warranty, express or implied, is void if contract is not paid in full.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.

13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.

14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.

15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.

16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.

17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 6th day of July, 2020 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and A-1 Chip Seal a Colorado Corporation. (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through July 6, 2021, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and

Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the contractor's liability policy. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

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

TO THE TOWN:

Town of Johnstown

Attn: Town Clerk

450 S. Parish Avenue

Johnstown, CO 80534

Email: dseele@townofjohnstown.com

TO CONTRACTOR:

Attn: John Parks

A-1 Chip Seal

2505 E. 74th Ave

Denver Co. 80229

jparks@asphaltrepair.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Illegal Aliens. Contractor shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, 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.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.15 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.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

Notary Public

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.

Exhibit A

Proposal for Johnstown Slurry Chipseal/Slurry - Various Streets - Johnstown

Proposal # 27647

DATE 06/17/20

Option# 1 River Ranch Parkway

Crackseal

Clean and fill cracks with hot pour rubberized crack sealer.

*Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise Stated.

*All cracks 1/4" or greater will be sealed unless otherwise specified.

*SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE

*ALLIGATORED AREAS WILL NOT BE CRACK SEALED.

Item#	Qty	Unit Price	Total Price
01	6400 LBS	\$1.80 LBS	\$11,520.00

Slurry Seal 29,980 SY

Type II Slurry in place on existing asphalt pavement.

*All labor, material, equipment, and traffic control necessary shall be furnished.

*All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications.

*Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area

Item#	Qty	Unit Price	Total Price
02	29,980 SY	\$2.55 SY	\$76,449.00

Total for Option# 1

\$87,969.00

Option# 2 Carlson Farms

Crackseal

Clean and fill cracks with hot pour rubberized crack sealer.

*Transition crack seal (concrete to asphalt) joint will not be sealed unless otherwise stated.

*All cracks 1/4" or greater will be sealed unless otherwise specified.

*SETTLING OF CRACK SEAL MATERIAL MAY OCCUR. BUT DOES NOT AFFECT PERFORMANCE.

*ALLIGATORED AREAS WILL NOT BE CRACK SEALED.

Item#	Qty	Unit Price	Total Price
01	7000 LBS	\$1.80	\$12,600.00

Slurry Seal

Type II Slurry in place on existing asphalt pavement.

*All labor, material, equipment, and traffic control necessary shall be furnished.

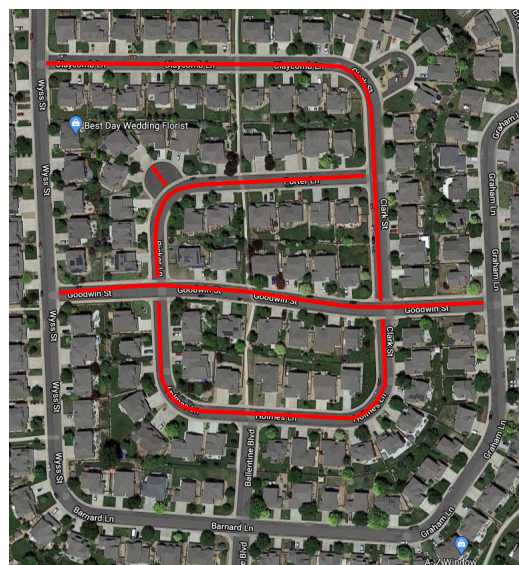
*All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications.

*Slurry is a rigid product this product will have reflective cracking and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.

Item#	Qty	Unit Price	Total Price
02	14,525 SY	\$2.55	\$37,038.75

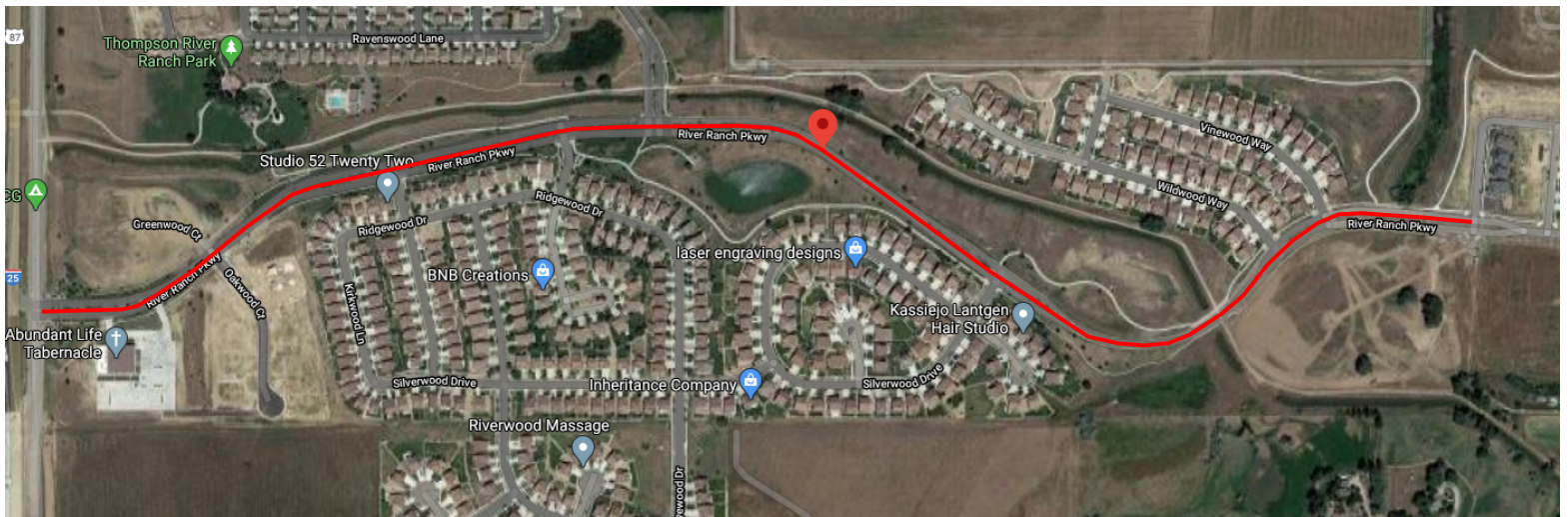
Total for Option# 2	\$49,638.75
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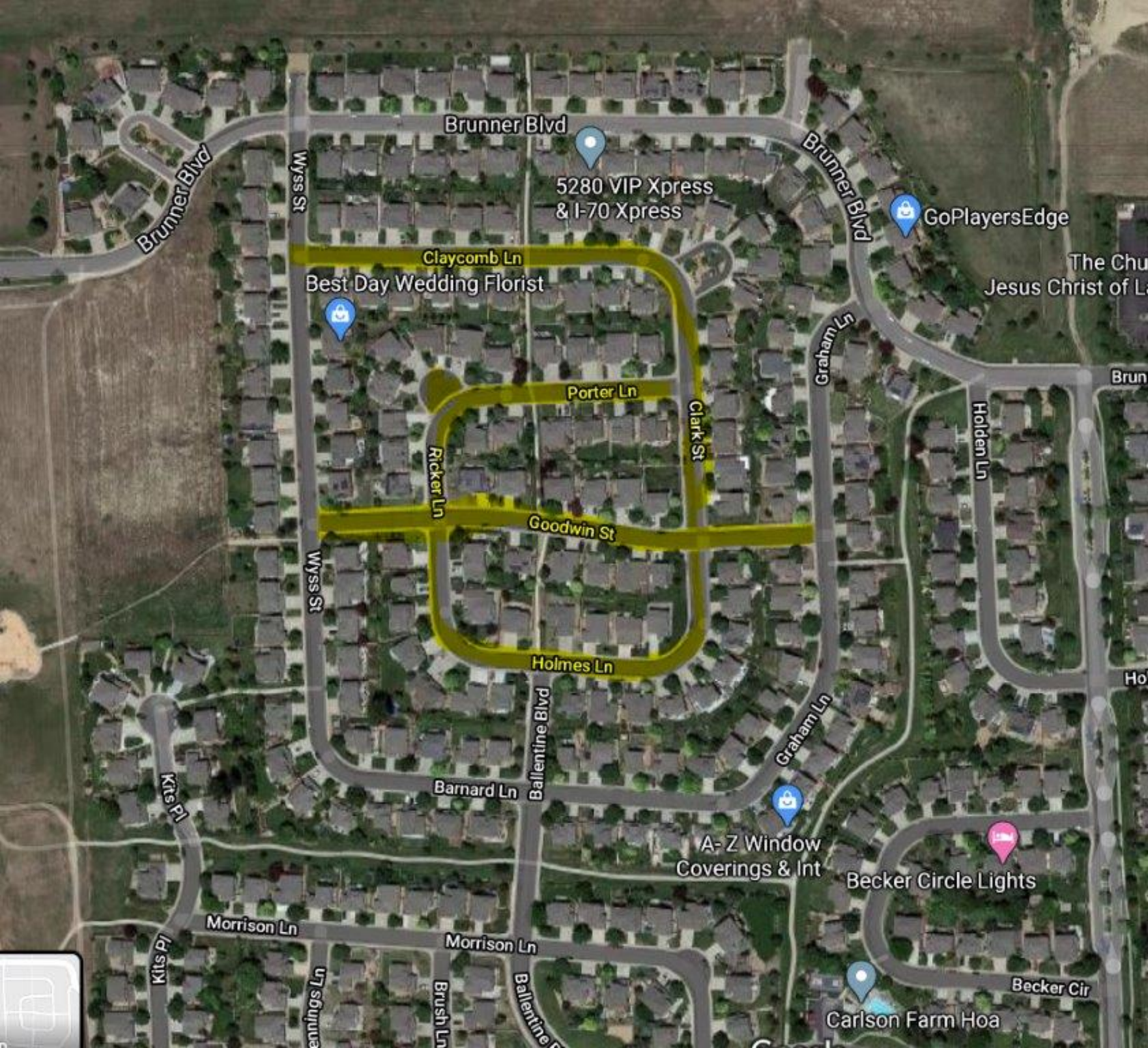
Total for Project	\$137,607.75
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River Ranch Parkway





Brunner Blvd

5280 VIP Xpress
& I-70 Xpress

GoPlayersEdge

The Church of
Jesus Christ of Latter-day Saints

Best Day Wedding Florist

Claycomb Ln

Porter Ln

Clark St

Ricker Ln

Goodwin St

Holmes Ln

Barnard Ln

Ballentine Blvd

Graham Ln

A-Z Window
Coverings & Int

Becker Circle Lights

Carlson Farm Hoa

Becker Cir

Morrison Ln

Morrison Ln

Kits Pl

Jennings Ln

Brush Ln

Ballentine Pl

Brunner Blvd

Graham St

Holden Ln

Brunner Blvd

Holden Ln



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 F

SUBJECT: Columbarium purchase

ACTION PROPOSED: Approve purchase of a Columbarium

ATTACHMENTS: 1. Greeley Monument Quote
2. DS Constructors Quote

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a bid award request for a 72-Niche Columbarium. This project is budgeted for the 2020 fiscal year.

Town Council approved \$75,000 for the purchase of a columbarium and construction of the foundation pad for the 2020 fiscal year. Formal bids were placed on the Rocky Mountain Bid net site at the end of April 2020. Bids were due by May 8, 2020. Bids were received with a few discrepancies and Staff decided to request new bids from the two bidders that had submitted. New bids were returned on June 3, 2020.

The two bids received are as detailed below:

- Greeley Monument - \$44,175.60
- DS Constructors - \$44,346.00

All granite is mined from an American quarry. Color of doors will be Mahogany with Grey outside framing.

A concrete foundation will be installed prior to delivery of the Columbarium. We will be using a concrete vendor licensed in the Town to complete. The goal is to build a pad that will allow two more additional columbariums as needed in the future. Plotting of the grounds is also needed at the SW corner where columbarium will be placed since this has not been completed.

The Community That Cares

www.TownofJohnstown.com

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

Staff is requesting the full amount budgeted to be available to Survey, build this pad and purchase some benches as well as landscaping to beautify the surroundings of the Columbarium site.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

\$75,000 was budgeted for the 2020 fiscal year.

RECOMMENDED ACTION:

Award the bid purchase of a Columbarium to Greeley Monument as presented.

SUGGESTED MOTIONS:

For Approval:

I move to approve the bid award to Greeley Monument in the amount not to exceed \$44,175.60 and authorize the Town Manager to approve the remaining funds for the survey, foundation, benches and landscaping changes. The total project cost shall not exceed the budgeted amount of \$75,000.

For Denial:

I move that we deny the award and solicit more bids.

Reviewed and Approved for Presentation,

Town Manager

Greeley Monument Quote

Request for Proposal
Pre-Assembled Granite Columbarium

The Town of Johnstown is requesting proposals for a pre-assembled granite columbarium to be delivered and installed on a prepared concrete foundation in the Johnstown cemetery located at xxxxxx CR 13 Johnstown CO.80534. The Town is seeking proposals for tow (2) different options regarding number of companion niches.

Proposal are being requested for two sizes:

Proposal size A: Columbarium containing 48 Companion niches.

Proposal size B: Columbarium containing 64 companion niches.

Up to three (3) designs per A & B will be accepted from each proposer.

Specifications and requirements:

- The Town of Johnstown will prepare a foundation based on the vendor supplied specifications.
- These specs will meet all applicable CO building code statutes and requirements.
- Foundation specs will be delivered to the Town of Johnstown Public Works Department as soon as the purchase agreement is finalized.
- Install pre-assembled columbarium with crane or forklift utilizing lift apparatus supplied by columbarium manufacturer.
- Unit will be full Granite or Granite with concrete interior
- Each niche will accommodate two standard sized urns.
- Niche fronts shall be polished granite material 12" x12" x ¾" thick minimum.
- Niche fronts will be flat with parallel sides and shall not be curved or rounded.
- Each granite niche front shall cover one niche opening (no common niche fronts covering multiple niche openings)
- Each niche will have a granite outer front cover with separate inner interior cover.
- The roof shall be a minimum solid granite material 3" thick.
- Base shall be 6" thick minimum granite.
- Three minimum replacement fronts will be included for future use if original niche front is damaged or broken.
- Provide three extra fastening tools for outside niche covers, as appropriate, to the owner and instruct the owner's personnel in the manner of niche cover removal.
- All granite colors will be specified by the town of Johnstown Public Works Department in regards to roof, base doors and trim. Standard options for colors will be supplied to the town of Johnstown. A photo of existing mausoleums will be included in the bid. The vendor will make an effort to match the colors of the columbarium to the existing mausoleum.

Proposals must specify delivery time required after receiving order.

For more information or questions, vendors are encouraged to contact Marco Carani Director of Public Works at 970-587-4664 or mcarani@townofjohnstown.com.

Proposals must be delivered to the office of the Town Clerk, Johnstown Colorado 450 S.Parish Johnstown CO 80534, no later than May 27, 2020 at 1:00pm local time. Faxed or email proposals will not be accepted.

Successful vendor will be required to show proof of adequate insurance.

The successful vendor will be required to obtain a Town of Johnstown Contractors license.

Proposer must return a signed copy of the enclosed "non-Collusive Vendor statement" as part of their proposal package.

Evaluation of proposals:

The Town of Johnstown reserves the right to reject any and all proposals, to waive any irregularities, and to negotiate for the modification of any proposal or to accept that proposal which is deemed most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such proposal may not, on its face, appear to be the lowest best price.

Factors to be considered in the evaluation of the proposal, in the order of importance are:

1. 40% design and how it corresponds with the Cemetery setting.
2. 20% quality of material
3. 40% cost

Town of Johnstown

Invitation to Bid.

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced for bidding:

1. Is authorized to transact in the State of Colorado.
2. Has for one year prior to and through the date advertised
 - A. Filed Colorado income taxes.
 - B. Made payments to the Colorado unemployment insurance fund.
 - C. Maintained a Colorado workers compensation policy in effect.

The Town of Johnstown reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

[Signature] BRAD SOKOLOWSKI
Signature Printed Name

PRESIDENT 6/3/20
Title Date

Company Name BDS 2018 LLC
Address DBA GREELEY MONUMENT WORKS
1015 7TH AVE
GREELEY CO 80631

Subscribed and sworn to before me by Bradley Sokolowski - President
(Affiant) (Title)

Of Greeley Monument Works this 3rd day of June, 20 20.
(Company Name)



Notary Public

My commission expires: 10-12-2022

TIFFANY LANAE HODSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184040202
MY COMMISSION EXPIRES OCT. 12, 2022

Town of Johnstown

Non-Collusive Vendor Statement

Proposal: Pre-Engineered Columbarium

The undersigned vendor, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The proposal has been arrived at the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with , any other vendor of materials, supplies, equipment, or services described in the invitation to propose, designed to limit independent proposing or competition, and
2. The contents of the proposal have not been communicated by the vendor or its employees or agents to any person not any employee or agent of the vendor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

The undersigned vendor further certifies that this statement is executed for purposes of inducing the Town of Johnstown to consider the proposal and make an award in accordance therewith.

BDS 2018 LLC
(DBA) Greeley Monument Works

LEGAL NAME OF VENDOR

1015 7th Ave Greeley CO 80631

BUSINESS ADDRESS

BRADSON (PRESIDENT)

SIGNATURE AND TITLE OF PERSON

6/3/20

DATE



I would like to point out Concrete vs. Granite crush Strength

The crushing strength of concrete, determined by breaking a cube, and often called the cube strength, reaches values of about 6,600lbs per square inch, that of granite 22,000lbs per square inch.

Also I would like to note that no cemeteries in this immediate area are purchasing columbarium on a regular basis. I know this because I do engravings on the Columbarium's in Eaton, Evans, Linn Grove, Windsor and Sunset Memorial Gardens. In the past 3 years none of these cemeteries have needed a new columbarium due to lack of space or any other reason. There is not as high demand in this area at the moment compared to other areas.

If the Columbarium is purchased through Greeley Monument Works, Greeley Monument Works would provide engraving at a rate of \$100.00/ per niche whether it be for full name and dates or just a date. If the columbarium is purchased elsewhere, Greeley Monument Works would provide engraving at a rate of \$180.00/ per niche whether it be for full name and dates or just a date. These fees are in addition to the cost of the columbarium.

All Columbarium will take a minimum of 120-150 days to arrive to the Johnstown Cemetery. It is possible to arrive sooner but is unlikely.

All Granite units will be single door with no security door behind. These units would need to be re-engineered to accommodate for a security door or second granite door behind.

Granite with Concrete units will have a granite niche with a plastic security door behind that will have a liner behind it. (please see photo)



All units will be quoted in a 6in thick base with rock edges, and walls and roof will be 4in thick and polished.

To change the niche color to Barre Grey would be \$35/door

All granite units are sanded interiors 12"x12"x17" and Granite with Concrete are 10.5"x10.5"x 9.625" interior

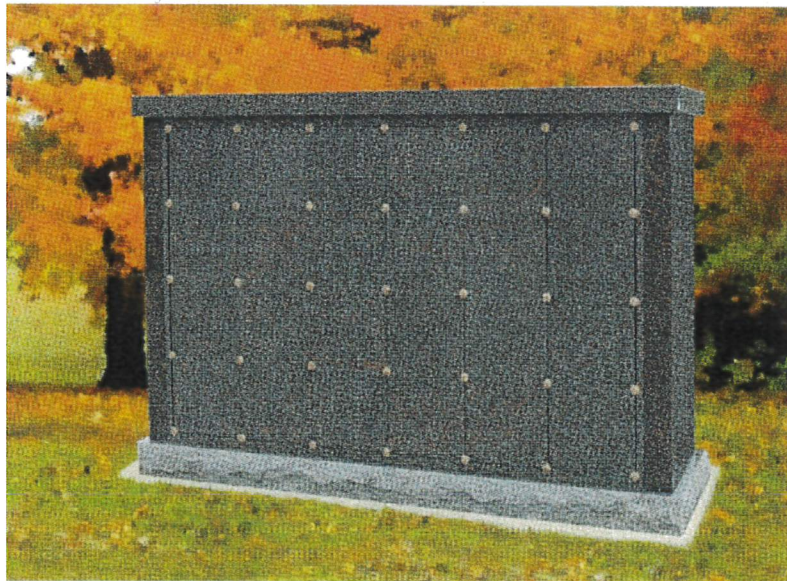
48 Niche

All Granite 6x4 or 8x3 are the same price (niche doors are sanded Mahogany in photo)



All Granite unit in Rushmore is \$40,595 which is \$845.73/niche

Granite with concrete 6x4 or 8x3 are the same price



Sunset Granite unit with Concrete Interior w/Sunset Doors is \$30,778.28 which is 641.21/niche

Sunset Granite Unit with Concrete interior and Barre Doors \$32,458.28 which is 676.21/niche

Barre Grey Unit with Concrete interior and Mahogany Doors \$36,132.28 which is 752.76/Niche

Barre Grey Unit Concrete Interior with Barre Grey Doors \$37,812.28 which is \$787.76/Niche

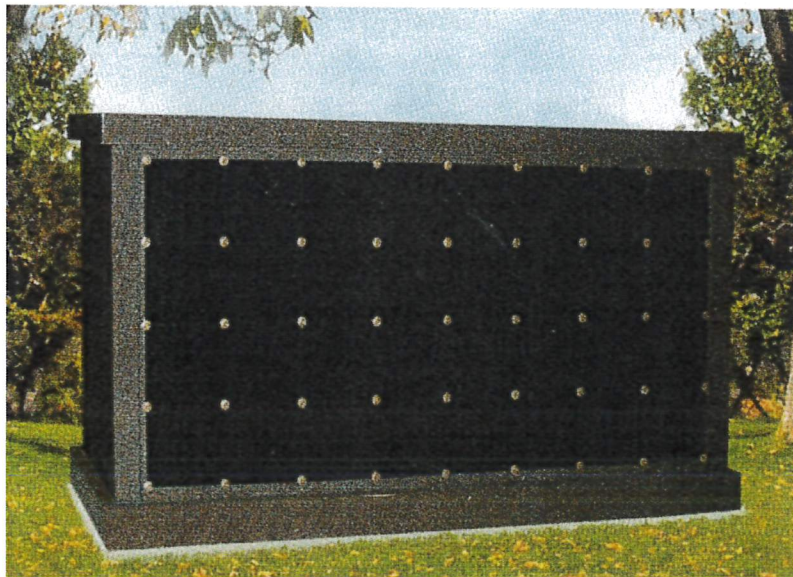
64 Niche

All Granite 4x8 unit (niche doors are sanded Mahogany in Photo)



All Granite unit in Rushmore is \$51,089.60 which is \$798.28/niche

Granite with concrete 4x8 (doors are quoted in Mahogany not black also base will be rock edge)



Sunset Granite unit with Concrete Interior w/Sunset Doors is \$35,697.01 which is 557.77/niche

Sunset Granite Unit with Concrete interior and Barre Doors \$37,937.01 which is \$592.77/niche

Barre Grey Unit with Concrete interior and Mahogany Doors \$40,975.01 which is 640.23/Niche

Barre Grey Unit Concrete Interior with Barre Grey Doors \$43,215.01 which is \$675.23/Niche

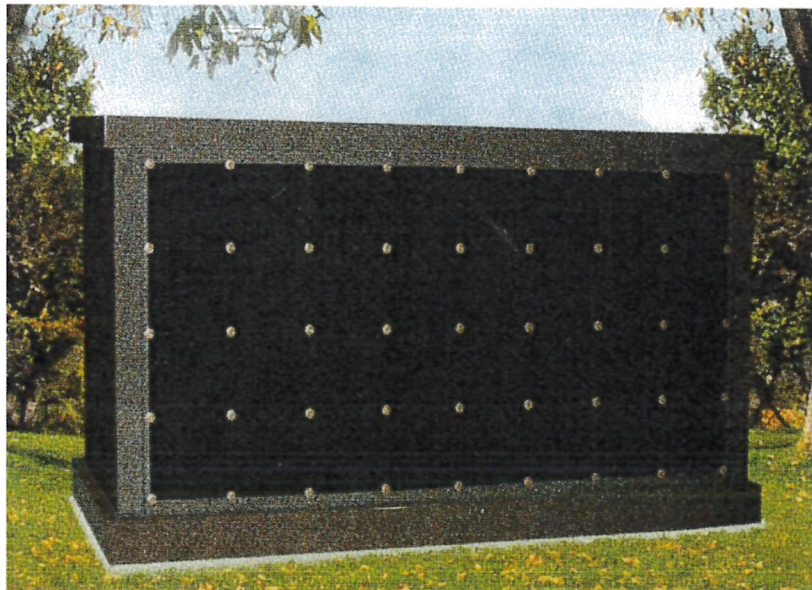
72 Niche

All Granite 6x6 or 9x4 are the same price (niche doors are sanded Mahogany in Photo)



All Granite unit in Rushmore is \$54,772.85 which is 760.73/niche

Granite with Concrete 6x6 or 9x4 are the same price (doors are quoted in Mahogany not black also base will be rock edge)



Sunset Granite unit with Concrete Interior w/Sunset Doors is 38,952.60 which is \$541.01/niche

Sunset Granite Unit with Concrete interior and Barre Doors \$41,472.60 which is \$576.01/niche

Barre Grey Unit with Concrete interior and Mahogany Doors \$44,175.60 which is 613.55/Niche

Barre Grey Unit Concrete Interior with Barre Grey Doors \$46,695.60 which is \$648.55/Niche

DS Constructors Quote



WORKING *TOGETHER* TO BUILD THE FUTURE

- General Contracting
- Design Build
- Construction Management
- CMGC
- Value Engineering
- Estimating

3780 N Garfield Avenue, Suite 206, Loveland, CO 80538 Phone: (970) 635-3534



June 4, 2020

Marco Carani
Director of Public Works
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

RE: Pre-Assembled Granite Columbarium
23101 CR 13, Johnstown, CO 80534

Mr. Marco Carani,

DS Constructors is pleased to submit our proposal for the Columbarium at the Johnstown Cemetery. Please see the below pricing options.

Option 1: 48 Niche Pre-Assembled Columbarium	\$	36,930
Option 2: 64 Niche Pre-Assembled Columbarium	\$	41,968
Option 3: 72 Pre-Assembled Columbarium	\$	44,346

DS Constructors is a full-service design build General Contractor. If the Town of Johnstown would like professional design, engineering or additional construction services for associated site and/or any building work DS Constructors is more than happy to assist with any additional needs.

We thank you for this opportunity and look forward to hearing back from you. Please let me know if you have any questions or comments, (970) 889-0992

Sincerely,
DS Constructors LLC,

James Zack
Vice President
Enclosures: Schedule



3780 N. Garfield Ave., Ste. 206
Loveland, CO 80538
Office: 970.635.3534
Fax: 970.635.3537
www.DSConstructors.com

WORKING TOGETHER TO BUILD THE FUTURE

PRE-ASSEMBLED COLUMBARIUM JOHNSTOWN, CO

1. DS Constructors will subcontract Coldspring to fabricate and ship one of the following pre-assembled columbaria.
 - a. 48 Niche – 8 niches wide x 3 niches high, loading double depth from one side, all single niche fronts
 - b. 64 Niche – 8 niches wide x 4 niches high, loading double depth from one side all single niche fronts.
 - c. 72 Niche – 8 niches wide x 3 niches high, loading two sides, double depth on one side, single depth on the other, all single niche fronts.
2. Interior units are reinforced concrete with a durable polystyrene liner and closure. The cabinet is completely clad in granite.
3. Niche fronts will be polished (narrow range) Carnelian granite and hung with bronze rosette hangers. Each granite front covers one opening.
4. Niche trim will be customer's choice of polish or thermal finish (full range) Rockville White granite.
5. DS Constructors will provide foundation plans and will provide a lifting harness.
6. Unit will be shipped pre-assembled to site. Freight to Johnstown, CO
7. Owner is responsible for foundation
8. DS Constructors will provide crane service and unloading the unit at the site.
9. Manufacturers 10/50 warranty is included. Can be provided once contracted.
10. Site access for semi-trailer and equipment to be provided by owner. Deliveries will be made with a 70' long tractor trailer weighing 80,000 lbs. Route to construction site must be free of obstructions. DS Constructors and our subcontractors are not responsible for damage to roadways or grade required for construction access. However, we will make every effort to avoid unusual damages.
11. Pricing for this project is good for 60 days.
12. **Additional exclusions from this contract:** State and local permits, soil test, memorialization, landscaping and carving/lettering.



WORKING TOGETHER TO BUILD THE FUTURE

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Fax: 970.635.3537
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Schedule

Potential Contract Award: 06/15/2020

Shop Drawings: 2-3 week

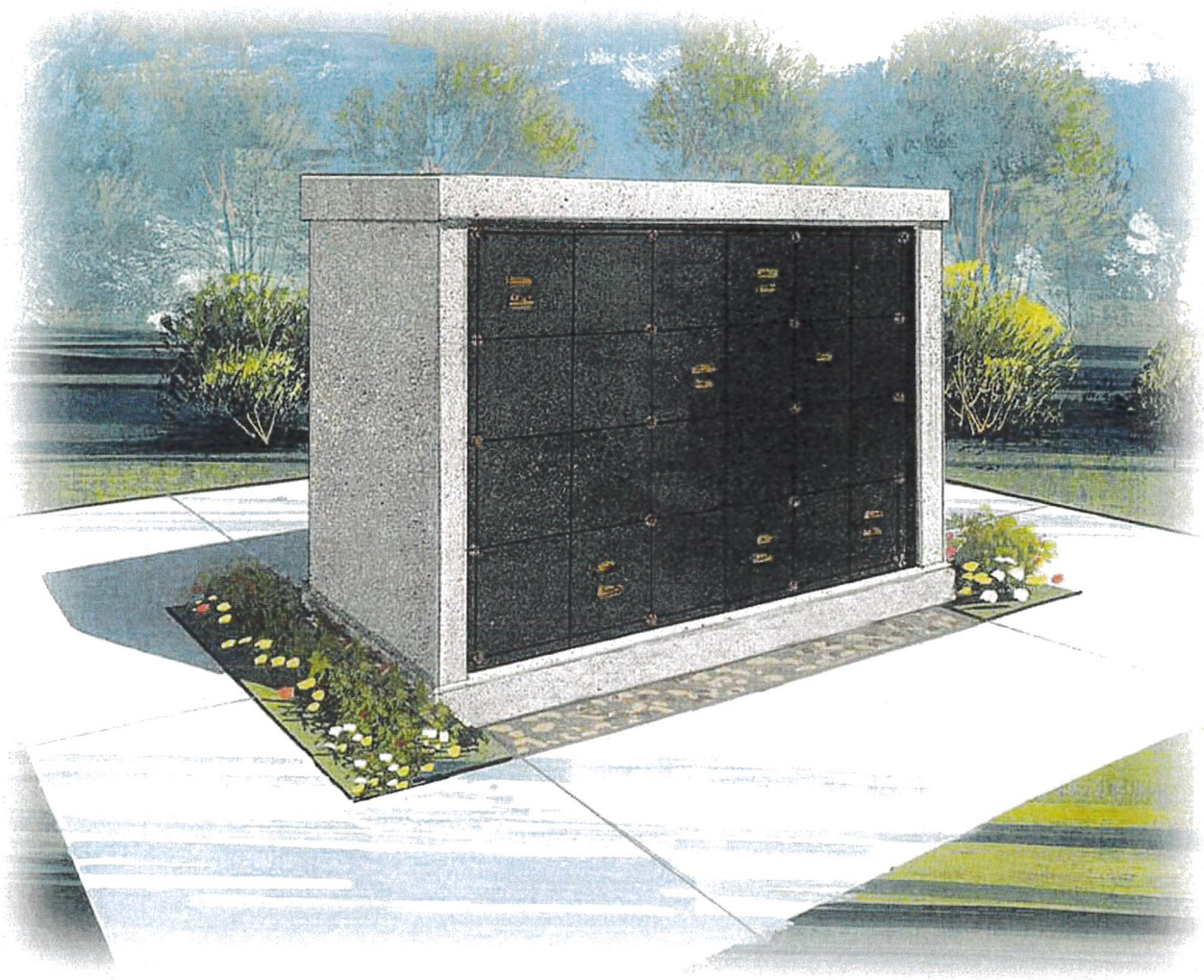
Fabrication & Delivery: 8-10 weeks

***Please note that this might vary dependent on Granite color selection due to Covid-19*

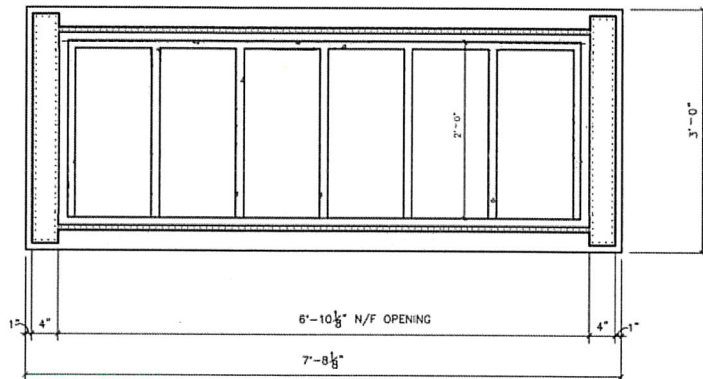
Permit obtained congruently with Fabrication: 4-6 weeks

Install Date: ~September 14, 2020

***Based on times/dates listed above this is approximate, we will strive to meet owners' expectations related to schedule.*



48 NICHE PRE-ASSEMBLED COLUMBARIUM



COLUMBARIUM HEIGHT = 5'- 6 1/4"



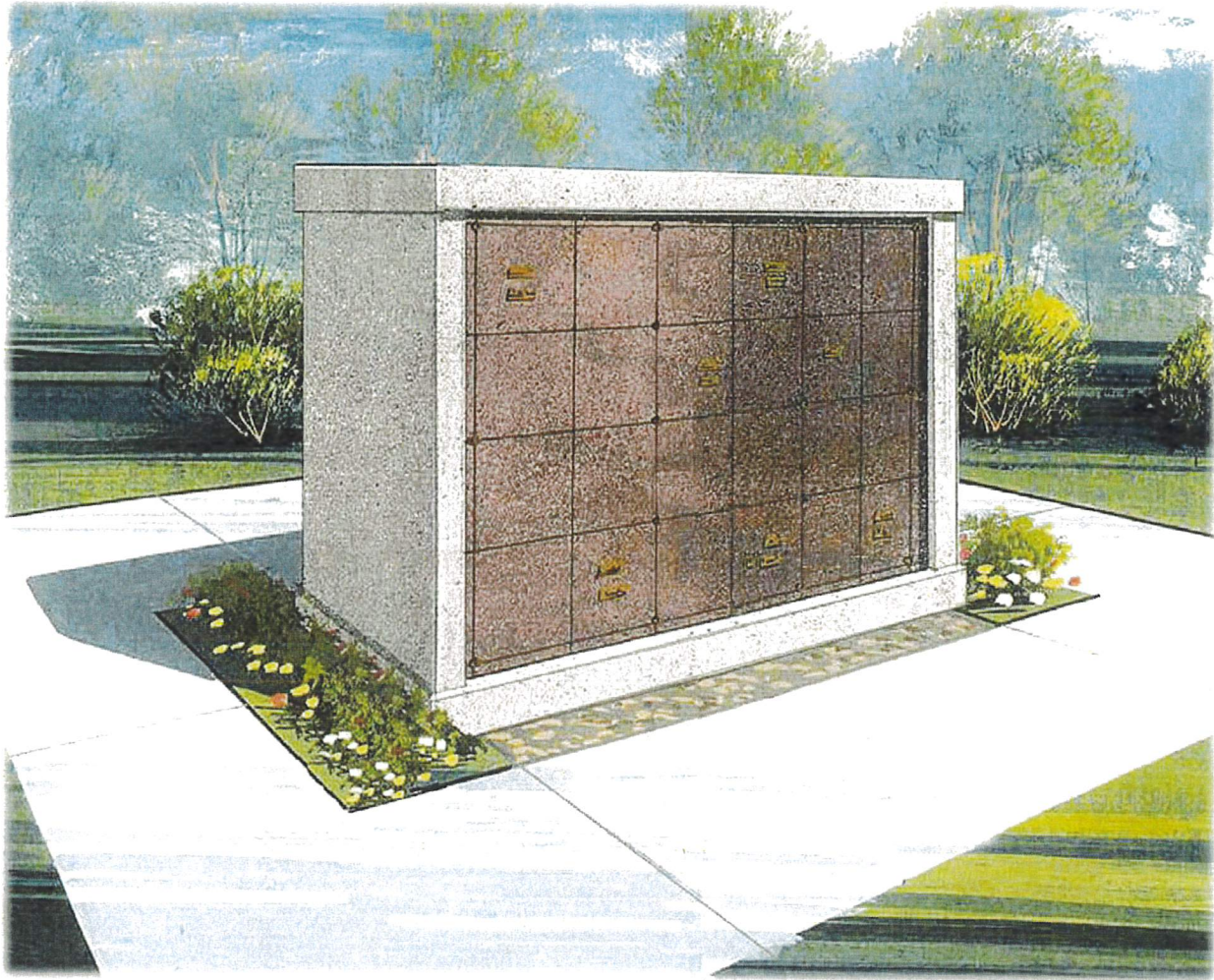
MESABI BLACK, POLISH



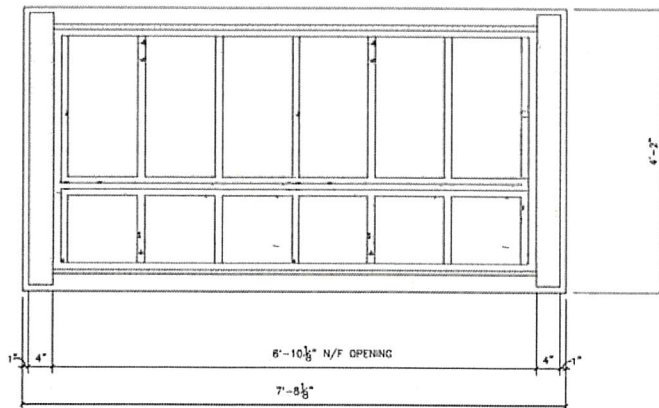
SIERRA WHITE, POLISH



64 Niche Single Fronts



72 NICHE PRE-ASSEMBLED COLUMBARIUM



COLUMBARIUM HEIGHT = 5'-6 3/4"



CARNELIAN, POLISH

MOONLIGHT GRAY, POLISH

GRANIT-BRONZ Mausoleum Division

GRANIT-BRONZ

Dwg 5252-X Scale

1-800-328-5040

This design is property of Cold Spring Granite and protected by applicable copyright laws. Unauthorized use or duplication is prohibited.



Example of bronze
rosettes. All single niche
fronts.

Single Depth Niche Interior



Single Depth Niche Interior



DS Constructors, LLC is recognized for streamlined success that contributes to the local community. Our progressive company is a woman owned and operated general contractor that was established in 2008 by Melinda Denney. Melinda decided to expand upon her experience of over 20 years in the Colorado construction industry and bring together a dynamic team of specialists to improve the local community.

DS Constructors, LLC is more than just a General Contractor; our process simply begins with a trusted relationship between the Owners, Architect, and expands to include the rest of the team. We are here to give answers to questions, options and solutions to problems, and provide our assistance and knowledge to keep your project within budget and on time.

Our professional services range from Pre-Construction Services and Conceptual Estimating through GMP, Design Build, Value Engineering, Life Cycle Evaluation, CMGC, Construction Management and General Contracting. This is depending upon the needs and requirements of our Owners/Clients. In today's market we find that specialized subcontractors are often able to provide these services more economically than we can in house. We evaluate each project to decide which method would be complimentary with the needs and best interest of our Owners/Clients.

DS Constructors, LLC balances design build and hard bid projects in both public and private sectors. This team provides effective guidance and problem solving solutions. Services include expertise in all areas of the project.

We are also well known in the community for our level of safety and professionalism on our job sites. DS Constructors, LLC currently holds a .84 EMR rating and holds the Silver Step Award for safety with Associated Builders and Contractors, Inc.

We believe that quality is built from the inside out ranging from teamwork to relationships. Let us build a strong foundation for your latest project by working **together** to build the future.

Real Comments from Real Owners:

*"I would Highly recommend
DS Constructors, LLC to any
organization and will not
hesitate to use them in the
future."*

Don Wuebker,
City of Longmont

*"It is with great confidence
that I recommend DS
Constructors for any construc-
tion project, and I look
forward to
working with them again."*

Kelly C. Deitman, AIA, LEED AP,
NCARB, President
Halcyon Design LLC

*"Should you decide to do
business with
DS Constructors, I believe
that you will be pleased with
the quality of work, their
commitment to excellence,
and their ability to meet
deadlines."*

Mandy Hydock,
Director of Finance
Weld County School District 6

MELINDA R. DENNEY

Owner/President

30 yrs in construction | 10 yrs as Owner | 6 yrs as Operations Manager | 7 yrs as Project Manager

Profile

Melinda has been in the construction Industry for the last 30 years, she is a knowledgeable and accomplished construction professional who has succeeded through leadership and a high level of communication. Proven ability to establish and cultivate a satellite construction office into a profitable business. Detailed management techniques have been developed over years of successful, profitable projects with extremely high levels of client satisfaction.



Professional Background

- **DS Constructors, LLC**
President / Women Business Owner (WBE)
- **Bryan Construction, NCG**
Project Manager/ Branch Start up Manager
- **The Neenan Company**
Integrated development / design / builder
- **Rhoads Construction Inc.**
Project Manager
- **Hensel Phelps Construction**
Office Engineer, Southern California District Office

Professional References:

Weld County 6 School District	Mandy Hydock	970-348-6111
	Monty Ulmer	970-348-6441
Halcyon Designs LLC	Kelly Deitman	303-906-2617
Olson and Olson	Lance Olson	303-867-2058
Colorado State University	Mike Rush	970-491-0080
Wember	Dan Spykstra	720-382-3795

Certificates and Licenses

- Class A General Contractor for the City of Aurora, CO
- Class A General Contractor for Larimer County
- Class A General Contractor for the City of Brighton
- Class B General Contractor for the City of Boulder, CO
- Class A General Contractor for City of Fort Collins, CO
- Class B General Contractor for the City of Longmont
- Class B General Contractor for the City of Thornton, CO
- Class A General Contractor for City of Loveland, CO
- Class B General Contractor for the City of Louisville, CO

- Class B General Contractor for Town of Windsor, CO
- Class A General Contractor for City and County of Broomfield, CO
- Class A General Contractor for County of Douglas, CO
- Class B General Constructor for The City of Commerce City, CO
- Class A ICC Certification for the City of Denver

Education

- Colorado State University, Fort Collins, Colorado
B.S. Construction Management, May 1990



3780 N. Garfield Ave., Ste. 100
Loveland, CO 80538
Office: 970.635.3534
Fax: 970.635.3537
www.DSConstructors.com

WORKING TOGETHER TO BUILD THE FUTURE

JAMES ZACK

Vice President

22yrs in Construction | 10yrs as a General Contractor

Profile

Commercially astute, strategic leader and creative problem-solver, offering extensive experience in a plethora of trades. James is a results-driven construction manager with over 20 years of expertise as a general contractor and carpenter. James has continually proven to have ample multi project coordination thus maintaining superb owner relationships.



Professional Background

- **DS Constructors, LLC**
Vice President
- **Adroit Building Services**
General Contractor
- **TCC Corporation**
Superintendent
- **Coe Construction**
Carpenter/ Assistant Superintendent

Professional References:

Property Manager	Lori Roland	(970) 218-5752
Loveland Habitat for Humanity	Shelly Flores	(970) 227-9379
Restaurant Owner	Chris Kline	(970) 599-0870

Certificates

- OSHA 10
- CPR Certified
- 1st Aid Certified
- AED certified
- Class A General Contractors License – City of Loveland
- Forklift Certified
- Manlift Certified
- Scissor-lift Certified

Education

- California Polytechnic State University - San Luis Obispo, CA
 - BS in Social Science with a concentration in CJ
 - Minor in Anthropology/Geography



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Fax: 970.635.3537
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WORKING TOGETHER TO BUILD THE FUTURE

JOSEPH MARTINEZ

Superintendent

25yrs in Construction | 16yrs as a Superintendent | 4yrs as an Owner/Operator

Profile

Joseph has several years of superintendent experience and who works effectively with all levels of employees in cross-functional teams. With years of general commercial construction experience, he proves to be a skilled professional well-versed in several trades, aiding him when tackling new projects and opportunities that come his way. His organizational skills have excellent supporting various tasks at the same time, coordination with all parties on the projects.



Professional Background

- **DS Constructors, LLC**
Superintendent
- **McCauley Constructors**
Project Superintendent
- **Crossland Construction**
Superintendent
- **Gilmore Construction**
Construction Superintendent
- **O'Mac Construction**
Project Manager
- **Golden Triangle Construction**
Superintendent

Professional References:

Jeffco Public Schools	Tim Heldenbrand	303-337-3097
Samuel Engineering	Andrew Billings	303-567-7550
Superior Commercial Kitchens	Robert McLaren	303-494-4835

Projects Built:

Denver Transportation Dept. RTD Automatic train wash facility Gold Line,
Chief Metal Building erected



Mini Storage Unit \$5 million Aurora, CO



SkyMark Apts. \$43 million ground up Multi Family

Walmart Pick up and Fuel facility Denver, CO

St. Stephens Southern Baptist Church and day care facility

Denver Mental Health Living Remodeled 3 story facility Denver, CO

Denver Rescue Mission \$8 million-dollar Denver, CO

Creighton Middle School 14 million-dollar Lakewood, CO

Parker Pavilions 48 acres ground up retail strip mall \$8.5 million;

Party America \$300,000; Daisy Nail Salon.

Pea-berry Coffee Shop \$265,000

Allison-Campus a 111-unit senior living facility in Arvada. 4.5-million-dollar mixed use, Main Street Apts. ground up 86 units with retail below.

Brighton Gardens 115-unit senior living facility Lakewood

Certificates

■ OSHA 30

■ CPR/1st Aid/AED



BERTHOUD FIRE PROTECTION DISTRICT

To Serve. To Care. To Support.

To whom it may concern:

In August of 2019 the District awarded a bid for the remodel of Berthoud Fire station 1 to DS Constructors LLC in Loveland. The redesign of our training room, kitchen, community rooms, Chiefs office, and restrooms was bid in excess of a half million dollars and intended to update a twenty year old community center attached to the firehouse.

Joseph Martinez from DS has been the job site foreman/supervisor from the very beginning and has been an absolute pleasure to work with. Invariably, with construction, there were changes that had to be made to the original plan, delays, and oversights but throughout we found Joseph to be flexible, accommodating, friendly and professional. He has taken seriously the stewardship of public monies and been candid and practical when making recommendations to our staff. His experience in construction was instrumental in our decision making processes, and I believe the end result is directly related to his presence on the job. Joseph also proved to be very easy to get along with and his sense of humor was a welcome addition to the fire station.

Should you have any questions about our experience during our remodel, please do not hesitate to contact me. Best of luck!

Robert Stumpf, Operations Chief

October 15, 2018

RE: Letter of Recommendation for DS Constructors

To whom it may concern:

I am writing to recommend DS Constructors as a General Contractor.

I have known and worked with Melinda Denney with DS Constructors for over 20 years. Currently they are working with Wember at the High Plains Library District DSS Expansion Project as the Design Build General Contractor. We are currently at the end of the design development phase. The High Plains Board unanimously selected the team that DS Constructors brought to the table. They have helped guide the design with original ideas and flexibility as additional requests have been presented by the Owner. They have also presented detailed estimates and continue to push the schedule forward.

DS Constructors was selected in part due to the passions and dedication that was shown for this project. DS Constructors provides a team approach to the project and add value with the talented construction professionals they offer.

Please contact me directly if you have further questions regarding DS Constructors.

Sincerely,



Dan Spykstra
Owner's Representative
720-382-3795
dspykstra@wemberinc.com

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced for bidding:

1. Is authorized to transact in the State of Colorado.
2. Has for one year prior to and through the date advertised
 - A. Filed Colorado income taxes.
 - B. Made payments to the Colorado unemployment insurance fund.
 - C. Maintained a Colorado workers compensation policy in effect.

The Town of Johnstown reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Melinda R. Denney Melinda R. Denney
Signature Printed Name

President June 4, 2020
Title Date

Company Name DS Constructors, LLC
Address 3780 N. Garfield Ave
Suite 206
Loveland, CO 80538

Subscribed and sworn to before me by Melinda Denney President
(Affiant) (Title)

Of DS Constructors, LLC this 4th day of June, 20 20.

(Company Name)

Brittany S. Bollar

Notary Public

My commission expires: 10/01/2023

Town of Johnstown

Non-Collusive Vendor Statement

BRITTANY BOLLAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194037537
MY COMMISSION EXPIRES 10/01/2023

Proposal: Pre-Engineered Columbarium

The undersigned vendor, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

1. The proposal has been arrived at the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to propose, designed to limit independent proposing or competition, and
2. The contents of the proposal have not been communicated by the vendor or its employees or agents to any person not any employee or agent of the vendor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

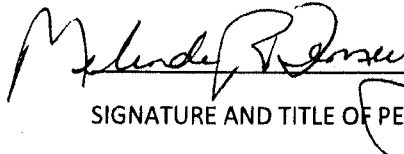
The undersigned vendor further certifies that this statement is executed for purposes of inducing the Town of Johnstown to consider the proposal and make an award in accordance therewith.

DS Constructors, LLC

LEGAL NAME OF VENDOR

3780 N. Garfield Ave.
Suite 206
Loveland, CO 80538

BUSINESS ADDRESS

 President
SIGNATURE AND TITLE OF PERSON

June 4, 2020

DATE



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2020

ITEM NUMBER: 10 G

SUBJECT: Final Design of Highway 60 and I-25 Overpass Project Aesthetics

ACTION PROPOSED: Consider Final Approval on Design of Project Aesthetics

ATTACHMENTS:

1. Various images (7) depicting potential final aesthetic design
2. Font Types

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The Council has been guiding the process of a final aesthetic enhancement planned at the Highway 60 and I-25 Interchange. The process has been facilitated by Staff, with design creation led by BHA based on Council feedback. BHA has taken the guidance provided by Council and we may have a final design for Council's consideration.

Enclosed are seven different images showing various vantage points of the aesthetic enhancements proposed for the Highway 60 and I-25 Interchange. As the design was finalized, one element that came up was the question about how effectively people would be able to read the script on the signage that identifies Johnstown as you travel on I-25. With this potential, it was suggested to BHA that they provide various examples to consider optional font types if the Council desired to change it. A change would make the text more legible. Accordingly, there are several different font types that the Council may want to choose, or they may leave the font type as-is in a script format. This decision lies solely with the Council. Otherwise, Staff believes that the overpass design is complete, meeting the expectation of the Council and would ask the Council for concurrence and approval of final design in order for CDOT and BHA to more finely tune the cost estimate for this project.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE :

Funds have been budgeted for this project in an estimated cost of \$2,000,000.

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RECOMMENDED ACTION:

Approve the aesthetic design as presented.

SUGGESTED MOTIONS:

For Approval

I move that we approve the final aesthetic design as presented with the font type as included in the imagery [or an alternative selected font type].

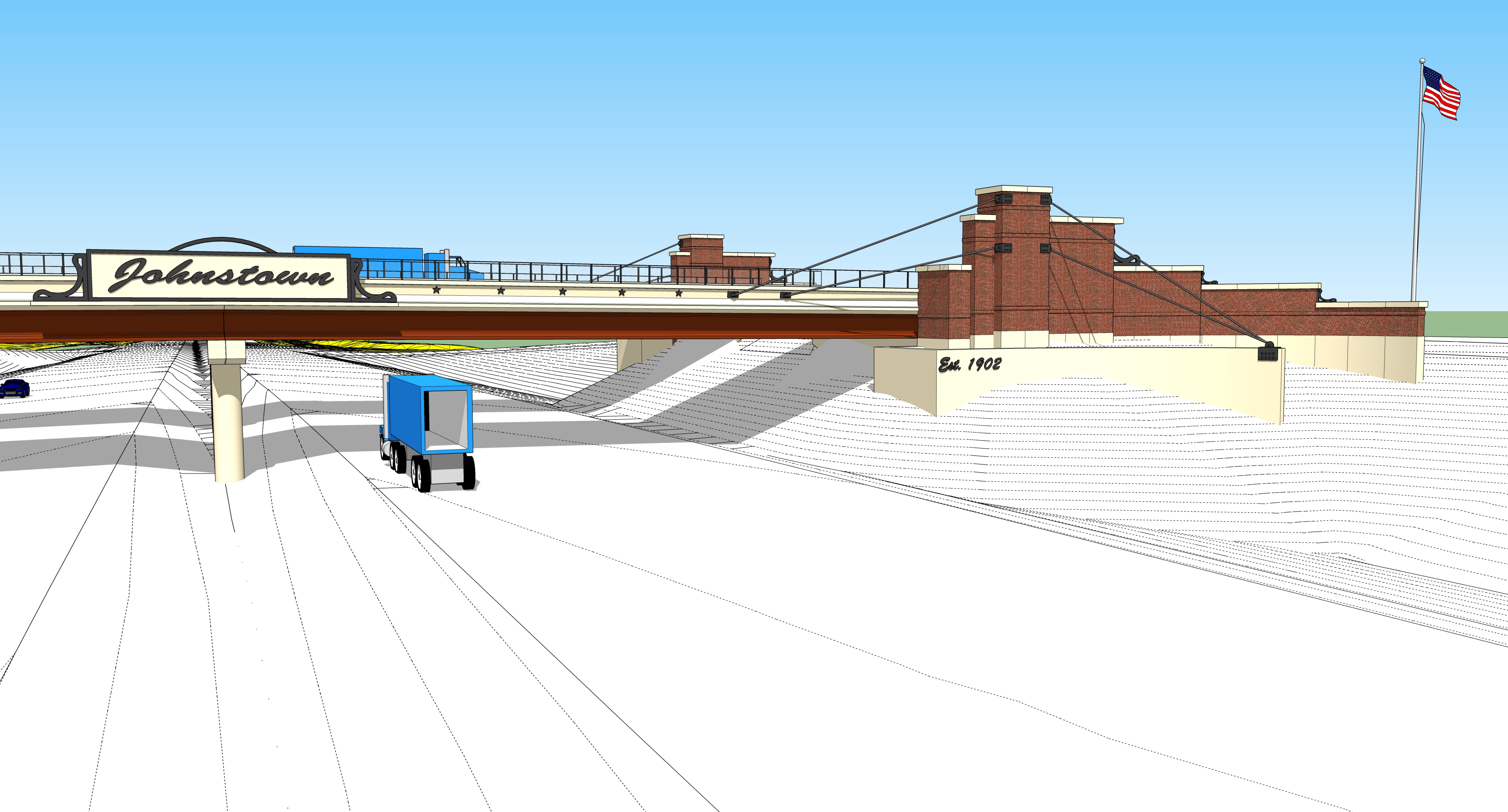
For Denial

I move we deny this final design and ask BHA to come to a future meeting to discuss necessary changes.

Reviewed and Approved for Presentation,

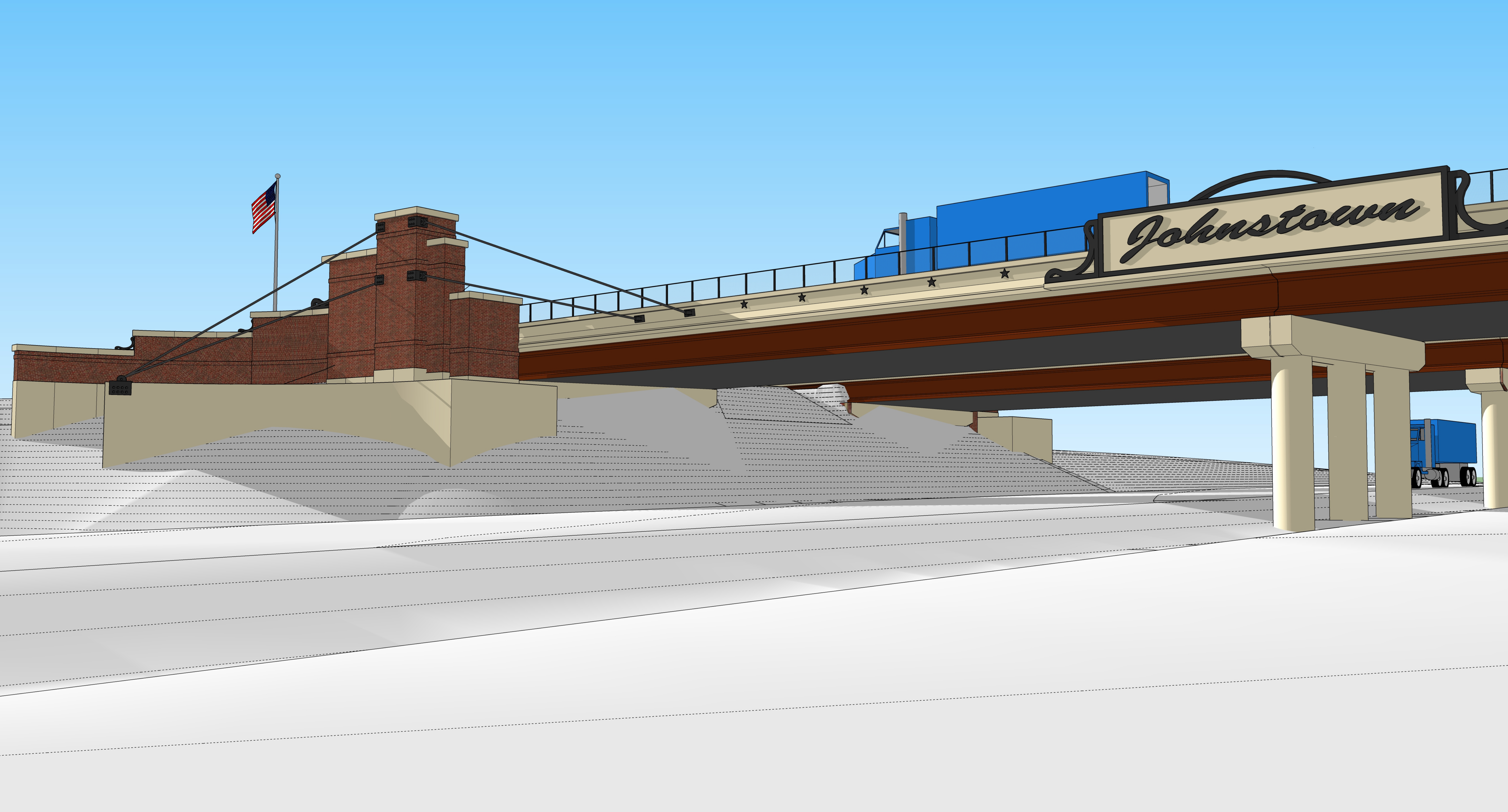
Town Manager

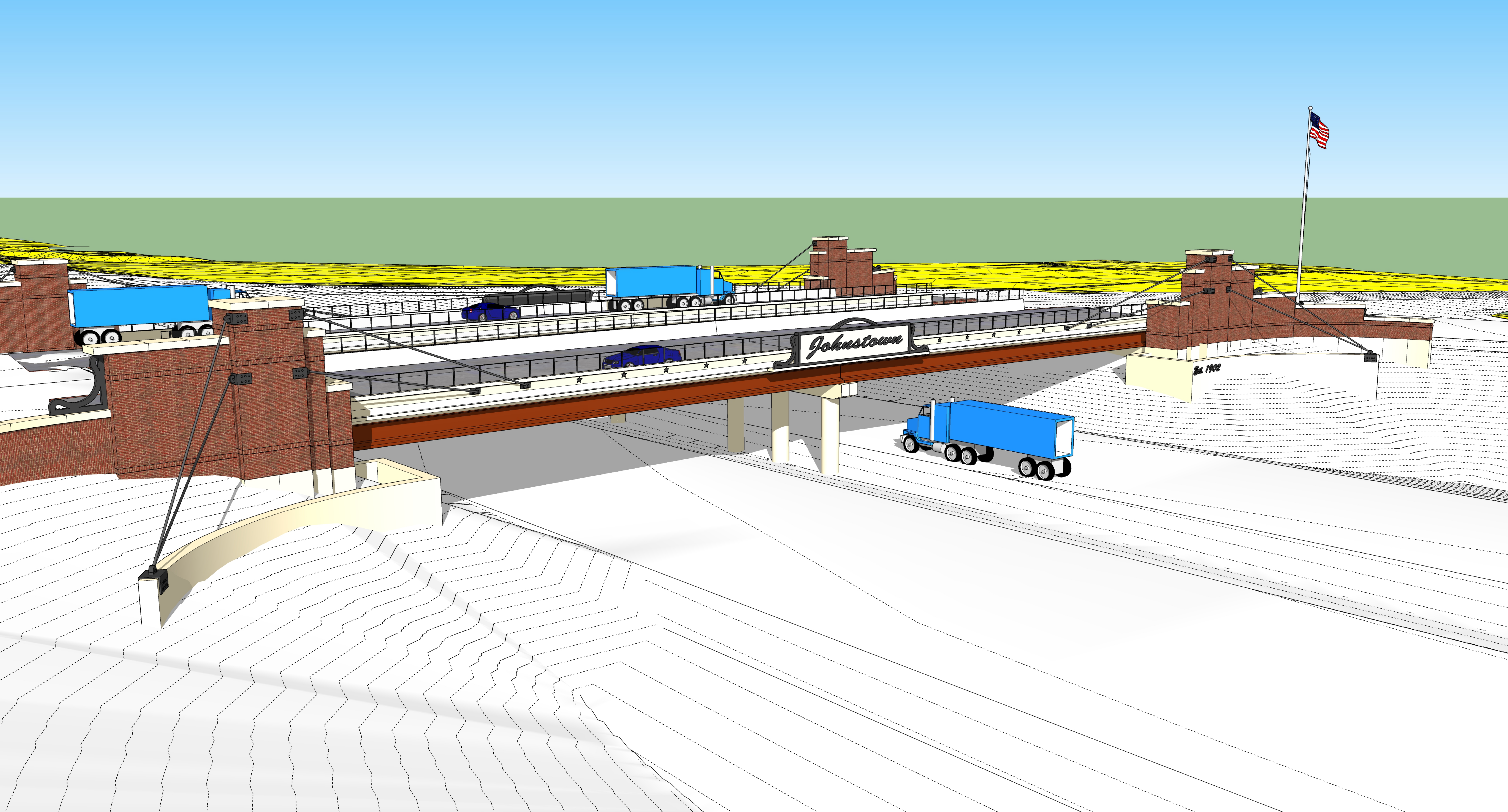


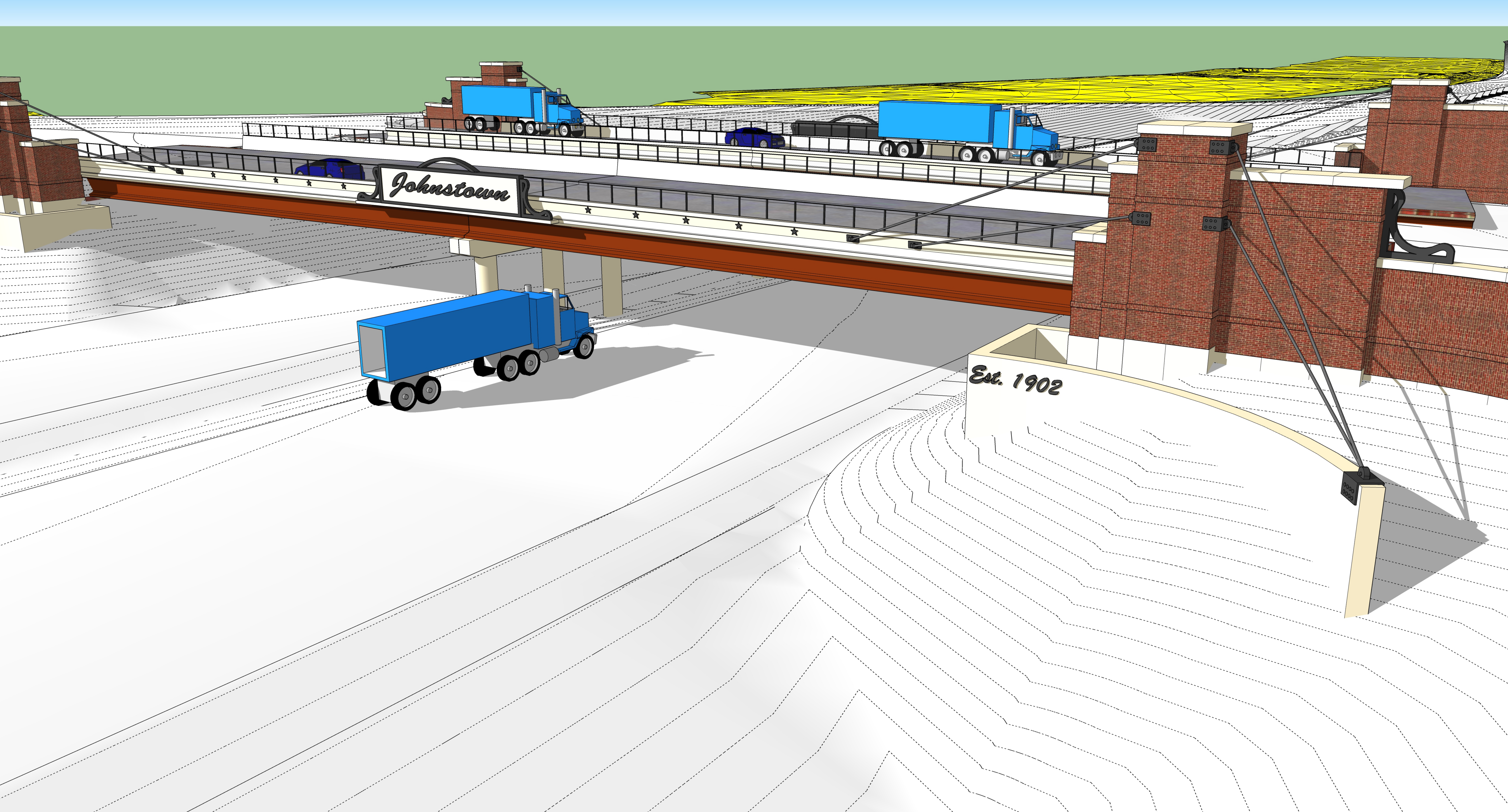












Classic:

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Script:

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

Johnstown Est. 1902

INFORMATIONAL



Town of Johnstown

Building Permit Statistics April 2020

Single Family Residential

Issued ytd	17
Reviewed, ready to issue	
Submitted, in system	<u>0</u>
Total in system	17

Commercial

*New Building Issued ytd	9
Reviewed, ready to issue	
Submitted, in system	<u>2</u>
Total in system	11

Other Residential (basements/alterations/additions)

Issued ytd	58
Reviewed, ready to issue	4
Submitted, waiting to submit	<u>2</u>
Total in system	64

Other Commercial * (tenant finish/alterations/additions)

Issued ytd	7
Reviewed, ready to issue	2
Submitted, waiting to review	<u>3</u>
Total in system	12

Fees collected at permit issuance

	Residential	Commercial
Construction Valuation	(\$5,785,693)	(\$24,348,400)
Building permit fees	\$61,099	\$118,112
F&F or F&F Credit	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$500	\$0
Water & Sewer Reimbursement	\$6,524	\$0
Raw Water Development Fee	\$87,071	\$243,800
Water Meter	\$4,320	\$6,057
Water Tap	\$102,992	\$263,713
Water Certificate	- 0 -	- 0 -
Sewer Tap	\$84,480	\$44,090
Sewer Certificate	- 0 -	- 0 -
Sewer Inspection Fee	\$1,700	\$700
Park	\$8,500	\$126,000
Use Tax	\$88,330	\$326,107
Larimer Use Tax	\$13,361	\$91,583
Open Space Impact Fee	\$20,258	\$254,520
Library Impact Fee	\$19,052	\$221,508
Public Facilities Impact Fee	\$26,789	\$437,797
Police Facilities Impact Fee	\$12,309	\$227,901

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Transportation Facilities Impact Fee	\$46,741	\$1,147,338
Traffic Signal	\$1,115	\$0
School District Fee	(\$5,688)	(\$173,376)
Front Range/Loveland Fire Dist Fee	(\$15,177)	(\$205,995)

TOTAL FEES	\$585,141	\$3,509,226
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Building permits issued for individual dwelling units - 1970 to (date)

Single family, duplex, 4-plex					
year	issued	mo avg	year	issued	mo avg
1970	13	1.08	2000	134	11.92
1971	16	1.33	2001	152	12.67
1972	26	2.17	2002	262	21.92
1973	34	2.83	2003	284	24.17
1974	5	0.42	2004	331	27.67
1975	6	0.50	2005	375	31.33
1976	3	0.25	2006	180	15.75
1977	7	0.58	2007	160	13.42
1978	4	0.33	2008	97	8.00
1979	2	0.17	2009	89	7.42
1980	2	0.17	2010	124	10.33
1981	1	0.08	2011	184	15.34
1982	0	0.00	2012	310	25.84
1983	5	0.42	2013	378	31.50
1984	2	0.17	2014	272	22.67
1985	0	0.00	2015	162	13.50
1986	3	0.25	2016	132	11.00
1987	1	0.08	2017	140	11.67
1988	1	0.08	2018	126	10.50
1989	4	0.33	2019	87	7.25
1990	0	0.00	2020	17	5.66
1991	2	0.17			
1992	5	0.42	Total	4,906	
1993	7	0.75			
1994	47	3.92			
1995	106	8.83			
1996	145	12.00			
1997	143	11.92			
1998	175	14.58			
1999	145	12.08			

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