



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

## TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO  
Monday, May 06, 2024 at 7:00 PM

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

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### AGENDA

#### CALL TO ORDER

Pledge of Allegiance

#### ROLL CALL

#### AGENDA APPROVAL

#### SPECIAL PRESENTATIONS

1. Business of the Month
2. Employee Introductions
3. Proclamation - Mental Health Month
4. Foster Care Awareness Month Proclamation

#### PUBLIC COMMENT

*Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to five (5) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.*

#### CONSENT AGENDA

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

5. April 15, 2024 7:00 pm Meeting Minutes
6. April 15, 2024 7:45 pm Meeting Minutes
7. Ordinance No. 2024-250: Annexing Certain Unincorporated Lands Located in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 5.7 Acres and Known as the Yellow Roof Annexation
8. Ordinance No. 2024-251 Approval of Industrial Light (I-1) Zoning of the Property Known as the Yellow Roof Annexation, Located in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 5.7 Acres



- [9.](#) Yellow Roof Annexation Agreement
- [10.](#) Resolution No. 2024-20 Amending the Fiscal Year 2023 Budget
- [11.](#) April 2024 List of Bills

**TOWN MANAGER REPORT**

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

**TOWN ATTORNEY REPORT**

**NEW BUSINESS**

- [13.](#) Agreement Between the Town of Johnstown and D2C Architects for the Design Services of a Development Services Building
- [14.](#) Playground Equipment Replacement for Eddie Aragon Park and West Lake Park
- [15.](#) Contract Amendment with Burns & McDonnell Engineering Company, Inc. for the Water Treatment Plant Design Contract for Work Authorization 1 & 2 Engineering Construction Services
- [16.](#) Downtown Masterplan Project Overview
- [17.](#) Downtown Façade Grant Program Proposed Boundary Change
- [18.](#) Termination of the Downtown Sign Project Contract

**PUBLIC HEARING**

- [19.](#) Public Hearing – New Tavern License Application for Mirror Image Brewpub Group LLC
- [20.](#) Ordinance No. 2024-247: Establishing R-2 Zoning On The Property Known As The Blue Spruce Ridge Annexation on Second Reading
- [21.](#) Revere North Filing No. 1 & 2 Subdivision
  - A. Public Hearing - Resolution 2024-23: Consideration of Final Subdivision Plat/Development Plan for Revere North Filing No. 1 & 2
  - B. Water Sewer Service Agreement: Revere North Filing No. 1
  - C. Water Sewer Service Agreement: Revere North Filing No. 2
  - D. Development Agreement: Revere North Filing No. 1 and No. 2
- [22.](#) Southridge Subdivision
  - A. Public Hearing - Resolution 2024-24: Consideration of Final Subdivision Plat for Southridge
  - B. Water Sewer Service Agreement: Southridge Subdivision
  - C. Development Agreement: Southridge Subdivision

**COUNCIL REPORTS AND COMMENTS**

**MAYOR’S COMMENTS**

**EXECUTIVE SESSION**

- 23. An Executive Session to Discuss the Purchase of Real Property Pursuant to C.R.S. Section 24-6-402(4)(a) - Sandra Drive Drainage Improvements .

**ADJOURN**

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## AMERICANS WITH DISABILITIES ACT NOTICE

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

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

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# PROCLAMATION

## MENTAL HEALTH CARE MONTH

- WHEREAS,** Now, more than ever, we must understand that the health of our minds is as important as physical health; and
- WHEREAS,** One in every four people are affected by mental illness, with more Weld and Larimer County residents having reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and
- WHEREAS,** Johnstown residents can find recovery through a variety of outpatient, residential, and critical walk-in crisis support options through Weld County’s community mental health center, North Range Behavioral Health; and
- WHEREAS,** Johnstown residents are healthier because of North Range’s commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and
- WHEREAS,** National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness.

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

*The Town Council of the Town of Johnstown declares the Month of May Mental Health Month and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health and understanding the need for appropriate and accessible services for all citizens*

Signed this 6th day of May 2024

TOWN OF JOHNSTOWN, COLORADO

By: \_\_\_\_\_  
Michael P. Duncan, Mayor



## *PROCLAMATION*

### FOSTER CARE MONTH

- WHEREAS,** children are key to Colorado’s future success, prosperity and quality of life where they have a right to thrive, learn and grow in a safe environment; and
- WHEREAS,** foster parents provide the care, safety and stability for children and youth in foster care whose parents need time to learn new skills to become the parents their kids need them to be; and
- WHEREAS,** each day in Colorado, approximately 8 children and youth enter foster care while a child’s parent(s) or caregiver(s) address safety concerns in the home; and
- WHEREAS,** Colorado foster parents are caring for more than 3,500 children and youth in out- of-home placement today; and
- WHEREAS,** Colorado is experiencing a shortage of foster parents in every community and is in need of families willing to care for teens, children with complex behavioral and mental health needs, sibling groups and children whose first language is not English; and
- WHEREAS,** we must recognize the important role foster parents play in caring for children who have experienced abuse and neglect, supporting family reunification and building strong communities; and
- WHEREAS,** we all play a role in ensuring Colorado’s children are healthy and safe, and are able to reach their full potential; and

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

*I, Michael P. Duncan, Mayor of the Town of Johnstown, Colorado on the 6<sup>th</sup> of May, 2024, do hereby proclaim May Foster Care Month in Johnstown*

By: \_\_\_\_\_  
Michael P. Duncan, Mayor



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## TOWN COUNCIL REGULAR MEETING

450 S. Parish Ave, Johnstown, CO  
Monday, April 15, 2024 at 7:00 PM

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### MINUTES

#### CALL TO ORDER

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

#### Pledge of Allegiance

#### ROLL CALL

Present:

Councilmember Berg  
Councilmember Morris  
Councilmember Molinar  
Councilmember Paranto  
Councilmember Young  
Mayor Mellon

#### AGENDA APPROVAL

Councilmember Morris asked to remove Item 3, Ordinance No. 2024-247 from the consent agenda.

*Councilmember Berg Moved To Approve The Agenda as amended*

Councilmember Paranto seconded and the motion passed.

#### SPECIAL PRESENTATIONS

#### PUBLIC COMMENT

Susan Woods - Spoke to Blue Spruce Annexation spoke to the area being a heavily ag-centric area and spoke to the zoning map and density.

Mark Manning - Spoke to Blue Spruce Ridge Annexation and the Planning and Zoning Commission recommendations and asked Council to revisit the zoning.

Paul Herman - Spoke to the water guidelines on the Council's agenda and asked Council to revisit the water infrastructure.

Cathy Hull- made a presentation of Meteorite Coins to Council and noted current work and interaction with local schools. Ms. Hull invited Council to attend all the upcoming events related to the Meteorite 100th year celebration.

#### CONSENT AGENDA

*Councilmember Paranto Moved To Approve The Consent Agenda as Amended*

Councilmember Young seconded and the motion passed.

1. April 1, 2024 Meeting Minutes
2. Ordinance No. 2024 - 246: Annexing Certain Unincorporated Lands Located in Larimer County, Consisting of 41.1 Acres, Known as the Blue Spruce Ridge Annexation Second Reading
3. This item was pulled from the consent agenda: Ordinance No. 2024 - 247: Approval of Mixed Density Neighborhood (R-2) Zoning of the Property Known as the Blue Spruce Ridge Annexation, Located in the County Of Larimer, Consisting of Approximately 41.1 Acres on Second Reading
4. Consideration of Annexation Agreement for Blue Spruce Ridge Annexation
5. Ordinance 2024-248: Amending Article III of Chapter 13 of the Johnstown Municipal Code to add Section 13-86 Establishing a Special Fee Concerning Regional Water Storage Tank Improvements to be Paid by Benefitted Properties in the Subject Area and Remitted to the Water Utility Enterprise
6. Resolution 2024-19 Amending the Town of Johnstown Fee Schedule
7. March 2024 Financials

### **TOWN MANAGER REPORT**

Matt LeCerf, Town Manager, noted no specific report and expressed appreciation for the work Mayor Mellon has done for the Town of Johnstown.

### **TOWN ATTORNEY REPORT**

Avi Rocklin, Town Attorney expressed appreciation for the work of Mayor Mellon over the course of his career.

### **COUNCIL REPORTS AND COMMENTS**

#### **OLD BUSINESS**

3. This item was pulled from the consent agenda: Ordinance No. 2024 - 247: Approval of Mixed Density Neighborhood (R-2) Zoning of the Property Known as the Blue Spruce Ridge Annexation, Located in the County Of Larimer, Consisting of Approximately 41.1 Acres on Second Reading

Council expressed that questions were noted, and Councilmember Morris noted the Planning and Zoning Commission recommendation and referenced the public concerns related to density.

There was no further discussion of the ordinance.

*Councilmember Young moved to reconsider on first reading*

Councilmember Paranto seconded and the motion passed, 4-1.

ABSTAIN: Molinar

NO VOTE: Mellon

Mayor Mellon opened the public hearing.

Ms. Rocklin noted that due to the Council election, Council could open the hearing to a date certain or the incoming Councilmembers could review the first hearing and state they've reviewed.

Council recessed at 7:24 pm.

Council reconvened at 7:32 pm.

Ms. Rocklin noted the first motion was not necessary, and the applicant expressed the desire to conduct the public hearing for the second reading at the current meeting.

*Councilmember Morris moved to reopen the public hearing on a date certain of May 6, 2024, Ordinance No. 2024-247, second reading continuance of the public hearing*

Councilmember Berg seconded and the motion passed.

### **COUNCIL REPORTS:**

Councilmember Morris expressed appreciation for Mayor Mellon's service to the Town.

Councilmember Young noted the Library Board and Historical Society Board's upcoming meetings.

Councilmember Paranto expressed appreciation for working with Mayor Mellon.

Councilmember Berg noted the Memorial Day ceremony at the Johnstown Cemetery on May 27, 2024.

### **MAYOR'S COMMENTS**

Mayor Mellon noted recent legislative bills and Northern Water Conservation District increases; the high school's "You're a Good Man Charlie Brown" play was complimented.

Mayor Mellon noted the 22 years of service to the Town on the Board of Trustees and Town Council. Mayor Mellon noted the future board is entrusted with policy of a Town that is rapidly growing and encouraged Council to look 50 years ahead.

Mayor Pro Tem Berg read into the record a proclamation recognizing Tory D. Mellon for his service to the Town.

### **INFORMATIONAL ITEMS**

Informational Items were included in the packet.

8. Informational Items

### **ADJOURN**

Mayor Mellon adjourned the April 15, 2024 meeting at 7:59 pm.

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Michael P. Duncan, Mayor

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Hannah Hill, Town Clerk





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**TOWN COUNCIL REGULAR MEETING**  
**450 S. Parish, Johnstown, CO**  
**Monday, April 15, 2024 at 7:45 PM**

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**MINUTES**

**CALL TO ORDER**

1. Administer Oath of Office - Newly Elected Council Members and Mayor

Hannah Hill, Town Clerk, administered the Oath of Office for the following newly elected officials:

- Mayor Michael P. Duncan, term ending April 2028
- Councilmember Chad Young, term ending April 2028
- Councilmember Damien Berg, term ending April 2028
- Councilmember Dee Anne Menzies, term ending April 2028
- Councilmember Andrew Paranto, term ending April 2026

Mayor Duncan called the meeting to order at 8:14 pm and led the Pledge of Allegiance.

**Pledge of Allegiance**

**ROLL CALL**

- Present:
- Councilmember Berg
  - Councilmember Menzies
  - Councilmember Morris
  - Councilmember Molinar
  - Councilmember Paranto
  - Councilmember Young
  - Mayor Duncan

**AGENDA APPROVAL**

Councilmember Morris moved to amend the agenda to include discussion of termination of the signage project and reallocation of those funds to a more immediate need as item 5A.

Councilmember Berg seconded and the motion passed.

*Councilmember Berg Moved To Approve The Agenda as amended*

Councilmember Paranto seconded and the motion passed.

**PUBLIC COMMENT**

A written comment from Shawn York was read into the record regarding procedure and reasons Council was elected.

Jay Baldwin spoke to an outdated animal at large Municipal Code and frustration with neighborhood cats.

Tammy Baldwin spoke to frustration of neighboring cat issues.

### **TOWN MANAGER REPORT**

Matt LeCerf, Town Manager, expressed congratulations to those who were newly elected.

### **TOWN ATTORNEY REPORT**

Avi Rocklin, Town Attorney, expressed congratulations to those newly elected.

### **NEW BUSINESS**

#### 2. Appoint Mayor Pro Tem

*Councilmember Morris moved to appoint Chad Young as Mayor Pro Tem*

Councilmember Menzies seconded the motion.

*Councilmember Molinar moved to appoint Damien Berg as Mayor Pro Tem*

Councilmember Paranto seconded the motion and a secret ballot was cast.

Chad Young received the majority of votes and was appointed Mayor Pro Tem.

#### 3. Appoint Municipal Judge

*Councilmember Berg moved to appoint Mike Lazar as Municipal Judge*

Mayor Pro Tem Young seconded and the motion passed.

#### 4. Memorandum of Understanding of the Town of Johnstown and the Town of Milliken – Application to Change the Use of Shares of the Consolidated Hillsborough Ditch Company

Mr. LeCerf presented this item, noting this agreement outlines the distribution of how the cost will be distributed. Mr. LeCerf noted several details are still being worked out, with exactly who would be included in the change case as several shareholders are still making the decision if they'd like to join. As such Staff asks for administration finalization when all those details are complete.

Council noted administrative spelling errors in Exhibit A, and asked for clarification if the MOU is new or continuing. Mr. LeCerf noted this is a new MOU, with this being the Town's first change case with Hillsborough.

Council asked if there was a time frame for allowing the shareholders to decide if they'd like to be included in the case. Mr. LeCerf expressed hope that in the next thirty days all items would be final.

*Councilmember Molinar moved to Approve the MOU as Presented and Authorize the Town Manager to*

*Finalize the Affiliation of Shares for Equitable Cost Distribution in Exhibit A.*

Councilmember Berg seconded and the motion passed.

#### 5. Resolution 2024-20: Adoption of Level 2 Drought Condition Water Conservation Measures

Ellen Hilbig, Utilities Director, presented the resolution to Council and noted that the Town's water portfolio is in a healthy position, but that the existing plant cannot treat the water fast enough to meet seasonal demand. The construction of the new water treatment plant will move the Town into 12 MGD, but noted that plant would not be complete for several years.

Ms. Hilbig noted the restrictions in drought level 2 measures and is recommending that residents stick with the schedule that they've had the past three years of watering 3 days a week. This approach should mitigate a lower snowpack than average and an increase in water leaving the Water Plant. This item is meant to be a proactive approach and encourage water conservation. Council expressed concern about hand-watering plants on the assigned watering day and asked if there would be amendments to allow hand watering as needed for potted plants, hanging baskets, or raised beds.

Ms. Rocklin noted the resolution notes irrigation of lawns, and hand watering would be allowed. It was noted Council could approve the resolution pending modification of clarification in the resolution.

Council asked for information on the enforcement of this issue. Chief Oglesby noted Enforcement Officers issue violations as they're out during the day and see offenders.

Council noted the wording of "drought" and requested the wording be updated to note "watering schedule."

Mr. LeCerf noted that water conservation is what the Town is trying to promote. Staff is looking to revisit this area of the code and review what is allocated for residents. Staff recommends making those adjustments after the summer season while emphasizing the intent of water conservation with the watering schedule.

*Councilmember Menzies moved to Approve Resolution 2024-20, adoption of Level 2 Drought Condition Water Conservation Measures.*

Councilmember Morris seconded and the motion passed.

#### 5A. Termination and Reallocation of Funds from the Signage Project

Council noted the signage project was on pause. Mr. LeCerf noted the funding for this project is currently in the Capital Improvements Fund. The columnar sign is paused indefinitely, or until direction from Council is given. The funds for the "J" and the curved sign were allocated in the 2023 budget. Phase II was bid out but not awarded. It was noted if Council wants to allocate the funding for something else, Staff would ask for clear direction on what those funds should be spent on.

Council asked if any of the funds were received from grants and Mr. LeCerf noted those funds were generated from 1% of Use Tax, which is collected from building permits.

Council asked if there were legal issues with ending the contract, which Mr. LeCerf noted the contract would have a termination clause. Council asked if there was a time that they could discuss where the where the funding could go to, which Mr. LeCerf noted a work session would be appropriate.

Council inquired about changing the project as opposed to eliminating it immediately, and if there was a time that Council could look at other options as well. Mr. LeCerf noted Phase I in its current form is completed, with the columnar sign not being completed and not moving forward at this time.

Council asked for a survey to be sent to the public related to where the funding could go, and signage opinions.

Council directed to have a work session related to this item.

### **PUBLIC HEARING**

#### 6. Yellow Roof Annexation – Case No. ANX23-0002

A. Resolution 2024-18: Accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation

B. Ordinance 2024-250: Approving the Annexation of Certain Unincorporated Lands Located in Larimer County Known as the Yellow Roof Annexation

C. Ordinance 2024-251: Approving the Establishment of I-1 (Industrial, Light) Zoning on the Property Known as the Yellow Roof Annexation

Mayor Duncan opened the public hearing.

Jeremy Gleim, Planning and Development Director, presented the item to Council, reviewing the history of the project.

Council asked what is allowed in light industrial zoning. Mr. Gleim noted items such as gas stations or convenience marts would be appropriate.

The applicant Tracey Letzring noted appreciation of annexation into the Town.

Council asked who would be developing the area, which the applicant noted there was no intent to sell at this time.

Mayor Duncan opened public comment for the hearing, for those in favor or opposed, to which there was none.

Mayor Duncan closed the public hearing.

*Councilmember Paranto moved to Approve Resolution No. 2024-18 accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation*

Mayor Pro Tem Young seconded and the motion passed.

*Councilmember Berg moved to Approve Ordinance No. 2024-250 Approving Annexation of Approximately 5.7 Acres, Known as the Yellow Roof Annexation*

Councilmember Morris seconded and the motion passed.

*Councilmember Berg moved to Approve Ordinance No. 2024-251 Approving I-1 Zoning for the Property Known as the Yellow Roof Annexation*

Councilmember Molinar seconded and the motion passed.

## **COUNCIL REPORTS AND COMMENTS**

Councilmember Menzies reminded everyone of Roosevelt's High blood drive on May 1, 2024 and it was also noted April 27, 2024 is the track dedication at Roosevelt High. Birthday wishes were extended to Mayor Duncan.

Mayor Pro Tem Young requested work sessions for a summit with Milliken, Fire District, School Board, YMCA.

Councilmember Morris expressed congratulations to all newly elected officials.

Councilmember Paranto expressed thanks for residents coming out and voting.

## **MAYOR'S COMMENTS**

Mayor Duncan expressed thanks for patience for the first Council meeting and the residents for coming to the meeting.

## **INFORMATIONAL ITEMS**

Informational items were included in the packet.

7. Informational Items

## **ADJOURN**

Mayor Duncan adjourned the meeting April 15, 2024, at 9:34 pm.

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Michael P. Duncan, Mayor

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Hannah Hill, Town Clerk



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Item #7.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Ordinance No. 2024-250 Approving the Yellow Roof Annexation on Second Reading

**ACTION PROPOSED:** Approve Ordinance No. 2024-250 to Annex Approximately 5.7 Acres of Land Known as the Yellow Roof Annexation on Second Reading

**ATTACHMENTS:** 1. Ordinance No. 2024-250

**PRESENTED BY:** Jeremy Gleim, AICP, Planning & Development Director

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### AGENDA ITEM DESCRIPTION:

The Council held a public hearing on April 15, 2024, and approved Ordinance No. 2024-250 on first reading.

This ordinance is for the approval of Annexation Case No. ANX23-0002. The subject property currently exists in Larimer County and measures approximately 5.7 acres in size. The project is located on the north side of Larimer County Road 16, just west of Interstate 25.

### STRATEGIC PLAN ALIGNMENT:

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

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

### LEGAL ADVICE:

The Town Attorney provided the ordinance presented for consideration.

### FINANCIAL ADVICE:

NA

*The Community that Cares*

**RECOMMENDED ACTION:** Approve Ordinance No. 2024-250 to Annex Approximately 5.7 Acres of Land Known As The Yellow Roof Annexation on Second Reading

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*Reviewed and Approved for Presentation,*



\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-250**

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE  
68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER,  
STATE OF COLORADO, CONSISTING OF APPROXIMATELY 5.7 ACRES  
AND KNOWN AS THE YELLOW ROOF ANNEXATION**

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

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

**WHEREAS**, by Resolution No. 2024-10, the Town Council found a petition for annexation of certain property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the “Yellow Roof Annexation,” to be in substantial compliance with C.R.S. § 31-12-107(1); and

**WHEREAS**, after notice pursuant to C.R.S. § 31-12-108, on April 15, 2024, the Town Council held a public hearing concerning the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

**Section 1.** The annexation of certain unincorporated property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

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

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



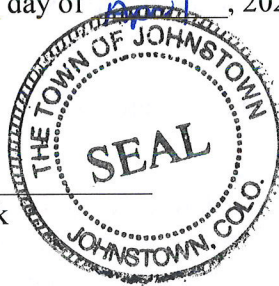
- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

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

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 15 day of April, 2024.

**ATTEST:**

By: Hannah Hill  
Hannah Hill, Town Clerk



**TOWN OF JOHNSTOWN, COLORADO**

By: Michael P. Duncan  
Michael P. Duncan, Mayor

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

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Michael P. Duncan, Mayor

**Legal Description:**

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of  $75^{\circ}27'30''$  to the right a distance of 531.2 feet; thence on an angle of  $104^{\circ}32'30''$  ( $104^{\circ}12'30''$  record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of  $75^{\circ}27'30''$  to the right along said right of way line a distance of 442.59 feet; thence on an angle of  $93^{\circ}51'30''$  to the right a distance of 333.2 feet; thence on an angle of  $79^{\circ}19'00''$  to the left a distance of 24.0 feet to the Point of Beginning.



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Item #8.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Ordinance No. 2024-251 Approving I-1 Zoning for The Yellow Roof Annexation on Second Reading

**ACTION PROPOSED:** Approve Ordinance No. 2024-251 to Establish I-1 Zoning for the Yellow Roof Annexation on Second Reading

**ATTACHMENTS:** 1. Ordinance No. 2024-251

**PRESENTED BY:** Jeremy Gleim, AICP, Planning & Development Director

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### AGENDA ITEM DESCRIPTION:

The Council held a public hearing on April 15, 2024, and approved Ordinance No. 2024-251 on first reading.

This ordinance is for the establishment of I-1 zoning for Annexation Case No. ANX23-0002. The subject property currently exists in Larimer County and measures approximately 5.7 acres in size. The project is located on the north side of Larimer County Road 16, just west of Interstate 25. I-1 (Industrial, Light) zoning is consistent with the High Density/Intensity Land Use that overlays the property.

### STRATEGIC PLAN ALIGNMENT:

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

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

### LEGAL ADVICE:

The Town Attorney provided the ordinance presented for consideration.

### FINANCIAL ADVICE:

The Community that Cares

NA

**RECOMMENDED ACTION:** Approve Ordinance No. 2024-251, Second Reading, To Establish I-1 Zoning for The Yellow Roof Annexation

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*Reviewed and Approved for Presentation,*



\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-251**

**APPROVAL OF INDUSTRIAL LIGHT (I-1) ZONING OF THE PROPERTY KNOWN AS THE YELLOW ROOF ANNEXATION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 5.7 ACRES**

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

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

**WHEREAS**, the Town Council approved annexation of certain property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Yellow Roof Annexation (“Property”); and

**WHEREAS**, the property owners applied for Industrial Light (I-1) zoning of the Property in conjunction with annexation; and

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

**WHEREAS**, the Town’s Planning and Zoning Commission held a hearing and recommended approval of Industrial Light (I-1) for the Property; and

**WHEREAS**, on April 15, 2024, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to Industrial Light (I-1) conforms to the Town’s Comprehensive Plan.

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

1. Zoning Approval. Zoning of the Property known as the Yellow Roof Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Industrial Light (I-1).
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be

authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Larimer County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 15 day of April, 2024.

**ATTEST:**

By: Hannah Hill  
Hannah Hill, Town Clerk



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

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

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Michael P. Duncan, Mayor

**Legal Description:**

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of  $75^{\circ}27'30''$  to the right a distance of 531.2 feet; thence on an angle of  $104^{\circ}32'30''$  ( $104^{\circ}12'30''$  record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of  $75^{\circ}27'30''$  to the right along said right of way line a distance of 442.59 feet; thence on an angle of  $93^{\circ}51'30''$  to the right a distance of 333.2 feet; thence on an angle of  $79^{\circ}19'00''$  to the left a distance of 24.0 feet to the Point of Beginning.





## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Annexation Agreement for Case No. ANX23-0002 (Yellow Roof Annexation)

**ATTACHMENTS:** 1. Annexation Agreement

**PRESENTED BY:** Jeremy Gleim, AICP, Planning & Development Director

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### AGENDA ITEM DESCRIPTION:

This annexation agreement (“Agreement”) accompanies Annexation Case No. ANX23-0002 (Yellow Roof Annexation). A public hearing for the Yellow Roof Annexation (“Property”) was held on April 15, 2024, wherein the Town Council considered the project. Concluding the public hearing, the Council voted to approve:

1. Resolution No. 2024-18, accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation
2. Ordinance No. 2024-250, approving the Yellow Roof Annexation
3. Ordinance No. 2024-251, approving the establishment of I-1 zoning for the Yellow Roof Annexation

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

### STRATEGIC PLAN ALIGNMENT:

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

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

### LEGAL ADVICE:

*The Community that Cares*

The Town Attorney provided the agreement being presented for consideration.

**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Approve the annexation agreement for the Yellow Roof Annexation.

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*Reviewed and Approved for Presentation,*



\_\_\_\_\_  
Town Manager

**ANNEXATION AGREEMENT  
YELLOW ROOF DEVELOPMENT ANNEXATION**

**THIS AGREEMENT** is made and entered into this \_\_day of \_\_\_\_\_, 2024, by and between **Yellow Roof Development, LLC**, a California limited liability company (“Owner”), and the **Town of Johnstown**, a home-rule municipality of the State of Colorado (“Town”).

**RECITALS**

**WHEREAS**, Owner desires to annex real property into the Town, situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

**WHEREAS**, Owner executed a Petition for Annexation, dated on or about January 8, 2024, a copy of which petition is on file with the Town Clerk; and

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

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

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

**AGREEMENT**

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

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

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

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

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

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

6. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in I-1 (Industrial Light). Owner shall take all action necessary to permit the Town to zone the annexed Property within the time prescribed by state statute.

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

8. **Water Rights Dedication.** There are no water rights appurtenant to the Property. The existing structure is served by Little Thompson Water District ("LTWD") and will continue to be served by LTWD until such a time as Town infrastructure capable of delivering water service is within close proximity to the Property, as determined by the Town, or until additional water services are needed on the Property, whichever occurs first. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any water rights appurtenant to the Property without the prior written approval of the Town.

9. **Municipal Services.** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services. Notwithstanding the foregoing, the existing 1½-inch LTWD service will continue serving the Property until Town infrastructure capable of delivering water service is within close proximity to the Property, as determined by the Town, or until additional water services are needed on the Property, whichever occurs first

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

and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a site plan development agreement, or similar such agreement, for each filing.

11. **Roadway Dedication.** Prior to approval of a Site Plan for the Property, Owner shall dedicate approximately fifty-five (55) feet of land adjacent to Larimer County Road 16 to the Town for right of way by deed of dedication in the form set forth on **Exhibit C** attached hereto and incorporated herein by this reference, which deed of dedication, at the time of execution, shall also include a legal description of the property subject to the right of way dedication. If required by the Town during review of a site plan or any other land use approval process, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

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

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

Notwithstanding the foregoing, the annexation, which is the subject of this Agreement, does not in itself demand the construction of any water or wastewater improvements; however, when Town infrastructure capable of delivering water service is within close proximity to the Property, as determined by the Town, or when development, redevelopment, and/or the expansion or intensification of uses on the Property occurs, whichever occurs first, infrastructure related to water and waste water shall be extended to the Property pursuant to Town policies and regulations. This may include, but is not limited to, the extension of infrastructure under Interstate 25 to serve the Property.

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

15. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

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

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

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

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

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

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

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

(IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

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

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

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

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



recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town: Town of Johnstown  
ATTN: Town Manager  
450 S. Parish Avenue  
P. O. Box 609  
Johnstown, CO 80534  
Email: [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

Notice to Owner: Yellow Roof Development, LLC  
320 N. Lincoln Avenue  
Loveland, CO 80538  
Email: [tletzring@tait.com](mailto:tletzring@tait.com), [ahoime@tait.com](mailto:ahoime@tait.com)

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

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

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

31. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer County, Colorado.

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

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

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

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

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

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

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

39. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property.

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

41. **Pylon Sign.** The existing pylon sign may be replaced with a digital advertising sign at the same general location without obstructing or limiting typical signage associated with development of a use consistent with proposed zoning and in compliance with the Town of Johnstown Land Use Development Code.

[Remainder of page intentionally left blank.]

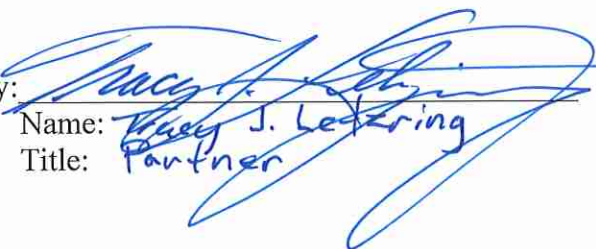
**TOWN OF JOHNSTOWN, COLORADO,  
A MUNICIPAL CORPORATION**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Michael Duncan, Mayor

**YELLOW ROOF DEVELOPMENT, LLC**

By:   
Name: Tracy J. Letzring  
Title: Partner

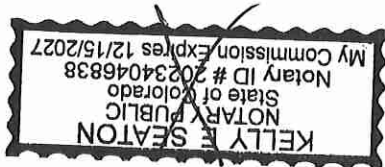
STATE OF Colorado )  
 )ss.  
COUNTY OF Larimer )

SUBSCRIBED AND SWORN to before me this 17 day of April, 2024, by  
Tracy Letzring, as the Partner of Yellow Roof Development, LLC.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: 12/15/2027



**EXHIBIT A**  
**PROPERTY**

**EXHIBIT 1**

**Legal Description**

**EXHIBIT A**  
**RIGHT-OF-WAY EASEMENT**

A portion of the Southeast Quarter (SE1/4) of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, being also a portion of that land as conveyed to Yellow Roof Development LLC by Quitclaim Deed recorded December 27, 2006, at Reception No. 20060097963, Official Records of said County, described as follows:

**COMMENCING** at the Southeast corner of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian and assuming the South line of the Southeast Quarter of said Section 27 as bearing North 89° 47' 30" West with all bearings contained herein relative thereto;

Thence North 89° 47' 30" West a distance of 1247.90 feet to an angle point on the Southerly line of said parcel of land as conveyed to Yellow Roof Development LLC by Quitclaim Deen recorded at Reception No. 20060097963, said point being the **POINT OF BEGINNING**;

Thence continuing along said Southerly line of the Southeast Quarter of said Section 27 and along the Southerly line of said land described at Reception No. 20060097963 North 89° 47' 30" West a distance of 170.00 feet;

Thence departing said Southerly line of the Southeast Quarter of said Section 27, along the Westerly line of said land described at Reception No. 20060097963 North 14° 20' 00" West a distance of 56.82 feet;

Thence departing said Westerly line, along a line parallel with and distant 55.00 feet North of said Southerly line of the Southeast Quarter of said Section 27 South 89° 47' 30" East a distance of 348.59 feet to a point on said Southerly line of said land described at Reception No. 20060097963;

Thence along last said Southerly line the following two (2) courses:

1. South 79° 31' 30" West a distance of 167.22 feet;
2. South 00° 12' 30" West a distance of 24.00 feet to the **POINT OF BEGINNING**;

Said parcel contains an area of 812,289 square feet, (0.282 acres) more or less.



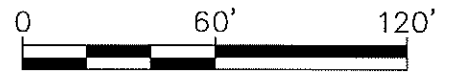
Vladislav Skrejev, PLS 38705

# RIGHT-OF-WAY EASEMENT

Item #9.



## GRAPHIC SCALE



SCALE: 1" = 60'  
(U.S. SURVEY FEET)

A PORTION OF SE1(1/4)  
SEC.27, T5N, R68W, 6TH P.M.

YELLOW ROOF  
DEVELOPMENT LLC REC.  
#20060097963  
248,282 SQ. FT.  
5.70 ACRES

ROW EASEMENT  
12289 SF  
0.282 AC

20' WATERLINE EASEMENT  
BOOK 1356, PAGE 283

S 89°47'30" E 348.59'

COLORADO DEPARTMENT  
OF TRANSPORTATION  
BOOK 1128, PAGE 3

167.22'  
S 79°31'30" W

N89°47'30"W 1247.90' DEED  
(BASIS OF BEARINGS)

N 89°47'30" W 170.00'  
COUNTY ROAD 16

POINT OF BEGINNING

POINT OF COMMENCEMENT  
SE CORNER  
SEC. 27 T5N R68W

S1/4 CORNER  
SEC. 27 T5N R68W

### LINE TABLE

NUMBER	BEARING	LENGTH
L1	N14° 20' 00"W	56.82
L2	S0° 12' 30"W	24.00

Apr 17, 2024 - 11:26am by wkreiv K:\Drawings\CO\CO11360 - Yellow Roof - Loveland, CO\Survey 858\Office\Easements\CO11360\_ROW.dwg

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1





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

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Resolution No. 2024-20, Amending the Fiscal Year 2023 Budget

**ATTACHMENTS:** 1. Resolution No. 2024-20

**PRESENTED BY:** Devon McCarty, Finance Director

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### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution No. 2024-20, which will modify the 2023 budget recognizing an increase in expenses in the General Fund, the Capital Projects Fund, and the Recreation Center Fund, ensuring the Town is in compliance with C.R.S. 29-1-110.

The proposed changes include the following:

#### General Fund

On September 18, 2023, Town Council approved Resolution No. 2023-41 for the Town to purchase property from Richard and Kathi Crooks. The purchase price of this property was \$475,000. The attached resolution increases the expenses and appropriations in the General Fund by \$686,000 to cover the purchase of this property and for the transfer to the Recreation Fund as detailed below.

#### Capital Projects Fund

The I-25 and Highway 60 interchange project to improve aesthetics, is in collaboration with the Colorado Department of Transportation, and it spans several fiscal years. The expenditures in 2023 exceeded the 2023 appropriation. The attached resolution increases the expenses and appropriations in the Capital Projects Fund by \$31,000.

Recreation Fund

The Recreation Center incurred unexpected repairs including the natatorium, steam room, and sauna. The attached resolution transfers \$211,000 from the General Fund to the Recreation Fund. It also increases the expenses and appropriations in the Recreation Fund by \$211,000.

**STRATEGIC PLAN ALIGNMENT:**

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Quality Infrastructure & Facilities
  - *Repair and maintain existing infrastructure, facilities and equipment*

**LEGAL ADVICE:**

The Town Attorney drafted the Resolution.

**FINANCIAL ADVICE:**

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

**RECOMMENDED ACTION:** Staff supports approval of Resolution No. 2024-20 as presented.



*Reviewed and Approved for Presentation,*



Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION 2024-20**

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,  
AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2023  
BUDGET**

**WHEREAS**, on December 12, 2022, the Town Council adopted, by Resolution No. 2022-50, the Fiscal Year 2023 Budget (“2023 Budget”); and

**WHEREAS**, revenues and expenditures have been evaluated and are being adjusted for the 2023 operating budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

**WHEREAS**, the Town Council agrees to modify appropriated expenditures for the 2022 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

**Revenues**

Section 1. Recreation Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2023 Recreation Fund revenues are hereby increased from \$77,262 to \$288,262 to reflect an increase in revenues transferred from the General Fund.

**Expenditures**

Section 2. General Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2023 General Fund expenditure appropriations are hereby increased by \$686,000 to reflect an increase in expenditures in the acquired properties and a transfer to the Recreation Fund.

Section 3. Capital Projects Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2023 Capital Projects Fund expenditure appropriations are hereby increased by \$31,000 to reflect an increase in expenditures for the I-25 and State Highway 60 aesthetic improvements in the Capital Projects Fund.

Section 4. Recreation Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2023 Recreation Fund expenditure appropriations are hereby increased by \$211,000 to reflect an increase in expenditures for facility repairs in the Recreation Fund.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

BY: \_\_\_\_\_  
Hannah Hill, Town Clerk

BY: \_\_\_\_\_  
Michael P. Duncan, Mayor

**Town of Johnstown**  
**List of Bills - March 20, 2024 - April 17, 2024**

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement of sales tax	ADM	86,375.86
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire - Loveland	Supplies	PW	1,011.74
Aardvark	Swat equipment	PD	3,975.00
Ace Hardware	Supplies	PW	1,568.52
Ad Light Group	Wayfinding sign project	ADM	970.00
Adamson Police Products	Uniforms	PD	1,962.51
AJ'S Backflow Testing LLC	Backflow testing	PW	300.00
All Copy Products, Inc	Copier supplies	PD	180.71
Anser Advisory Management	Property survey	PW	1,165.50
APWA Colorado	Training	PW	1,800.00
Aqua Backflow, Inc.	Backflow testing	PW	30.00
Aqua Engineering	Low Point expansion	PW	10,570.00
Arrowhead Scientific Inc.	Lab equipment	PD	285.45
Benesch	Hwy 60/roundabouts/drainage projects	PW	124,951.31
BHA Design Incorporated	Downtown alley project	PW	13,316.88
Blackburn MFG	Supplies	PW	1,241.82
Bludot Technologies Inc.	CRM	ADM	195.00
Bobcat of the Rockies	Equipment maintenance	PW	1,212.25
Browns Hill Engineering & Controls	Equipment maintenance	PW	19,337.48
Bruce Gillam	Easement	ADM	9,800.00
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	198,200.07
CB&I Group Storage Tanks Solutions LLC	South Tank project	PW	295,236.23
Central Square Technologies, LLC	Software	PW	1,800.00
Central Weld County Water District	Interconnects	PW	1,276.08
CenturyLink	Phone/internet	PW	1,100.87
Cindy L Franapfel	Election Judge	ADM	485.00
Cintas	Mat supplies/service	ALL	756.17
CivicPlus	Website design	ADM	1,600.00
Civil Resources	Raw water line project	PW	67,623.50
CMC Tire	Supplies	PW	2,866.90
Colorado Analytical Labs	Lab testing	PW	937.00
Colorado Greenbelt Management	Snow removal	PW	400.00
Colorado Rural Water Assoc.	Dues	PW	960.00
Colorado Tree Coalition	Arbor Day trees	ADM	2,000.00
Community Center Refund	Community Center refunds	ADM	1,390.00
Connell Resources, Inc.	Water line repair	PW	6,335.88
Consolidated Home Supply Ditch	Water legal	PW	10,975.98
Core & Main	Equipment maintenance	PW	14,850.85
Coren Printing, Inc	Supplies	ADM	85.00
Costar Realty	Software	ADM	860.00
Crash Champions - Loveland	Vehicle repair	PD	7,691.16
D2C Architects	Police department design	PD	12,842.87
DataShield Corporation	Shredding	ADM	100.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Denali Water Solutions LLC	Sludge removal	PW	4,027.60
DES Pipeline Maintenance, LLC	Equipment maintenance	PW	1,237.50
Dietze and Davis P.C.	Billback - Legal services	ADM	31.50
Ditesco LLC	Little Thompson Trail project	PW	4,974.11
Donald G Salazar	Election Judge	ADM	540.00
E-470 Public Highway Authority	Travel	PD	11.93
Election Systems & Software	Election equipment	ADM	8,203.00
Employee Reimbursement	Training/travel/supplies	ADM	895.02
Environmental Syst. Research I, Inc	GIS	PW	15,682.50
Envirotech Services, Inc	Chemicals	PW	4,110.84
Equidox Software Company	Software	ADM	3,000.00
FedEx	Postage	ADM	22.13
Ferguson Waterworks	Supplies	PW	3,571.74
First Class Security Systems	Fire system monitoring	ADM	833.30
First National Bank	Custodial fees	ADM	900.37
Frontier Business Products	Equipment maintenance	ADM	163.18
Frontier Fertilizer & Chemical	Chemicals	PW	976.50
Frontier Precision	Software	PW	2,275.00
Frontier Self Storage	Storage	PW	280.00
Galls LLC	Supplies	PD	3,031.34
Gene E Schleiger	Election Judge	ADM	540.00
Glenn A. Jones Library	Library support	ADM	202,662.06
Grainger, Inc.	Supplies	PW	2,005.19
Greeley Lock and Key	Building maintenance	PW	1,984.34
Greeley Monument Works Inc	Engraving	PW	200.00
Ground Engineering Consultants, Inc.	Materials testing	PW	6,357.50
Hach Company	Chemicals	PW	1,674.50
Helton & Williamsen, P.C.	Billback - Legal services	ADM	3,848.65
Helton & Williamsen, P.C.	Water legal	PW	31,390.65
Hill & Robbins, PC	Billback - Legal services	ADM	269.50
Hill & Robbins, PC	Water legal	ADM	14,811.70
Holland Supply, Inc	Cemetery supplies	PW	2,306.64
Horizon View Homes	Permit refund	ADM	396.00
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	ADM	2,393.00
IMEG Corp	Billback - Engineering services	ADM	10,436.56
IMEG Corp	Engineering services	PW	37,335.00
Indigo Water Group	Training	PW	350.00
Insight North America LLC	Investment services	ADM	2,810.38
Interstate Battery of the Rockies	Supplies	PW	698.80
ION Developer LLC	Permit refund	ADM	202.94
J&D Creations	Uniforms	ALL	1,876.15
J-2 Contracting Co.	Generator	PW	25,284.25
Joe Johnson Equipment LLC	Supplies	PW	2,130.90
John Deere Financial	Supplies	PW	806.57
Johnstown Breeze	Publications	ADM	2,124.36
Joni A Mangeris	Election Judge	ADM	540.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
J-U-B Engineers, Inc.	Billbacks- Engineering services	ADM	8,016.00
Kangaroo Express of Longmont, Inc	Lab testing	PW	110.00
Kelly Supply Co	Supplies	PW	84.11
Ken Garff Ford Greeley	Vehicle - 2024 Ford F250	PW	63,922.00
Kimley - Horn and Associates	Downtown masterplan	ADM	3,656.40
Kinsco, LLC	Supplies	PW	961.87
L G Everist Inc	Chemicals	PW	2,357.23
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	21,644.29
Laser Technology	Equipment	PD	2,174.55
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	26,393.00
Law Office of Avi Rocklin LLC	Legal services	ADM	17,790.00
Lawson Products Inc	Supplies	PW	1,414.07
Lazar, Michael	Municipal Court Judge	ADM	1,650.00
Lion Home Service	JHS meteorite memorial	PW	814.00
Loveland Barricade LLC	Safety services	PW	730.00
Lowe's	Supplies	PW	118.69
M.D. Heating & Air Inc	Building maintenance	PW	740.00
Mac Equipment, Inc	Supplies	PW	537.42
Mark Young Construction, LLC	YMCA steam room	ADM	36,031.00
Mary's Mountain Cookies	Reimbursement of sales tax	ADM	411.40
McGeady Becher P.C.	Billback - Legal services	ADM	1,759.92
Medicine for Business and Industry	Lab testing	ADM	77.04
Mile High Elevator LLC	Building maintenance	PW	226.80
Milliken Johnstown Electric	Building maintenance	PW	150.00
Moltz Construction Inc.	Central expansion project	PW	757,607.67
Motorola Solutions, Inc.	Supplies	PD	1,510.64
NAGC	Dues	ADM	160.00
Nalco Company LLC	Chemicals	PW	3,466.37
Napa Auto Parts, Inc	Vehicle supplies	ALL	2,361.45
Office Depot Business Credit	Supplies	ALL	227.24
Ohlson Lavoie Corporation	Pool feasibility study	ADM	3,000.00
Original Equipment Auto Glass	Equipment maintenance	PD	1,386.48
Parkland USA Corp	Fuel	PW	12,148.53
Paul's Plumbing & Heating	Jetting services	PW	7,500.00
Pederson Toyota	Vehicle - 2024 Toyota Rav4	ADM	33,384.00
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	150.00
Poudre Valley REA	Utilities	PW	26,798.63
Premier Environmental LLC	Abatement	PW	9,540.00
Productive Electric	Electric services	PW	11,724.10
PVS DX, INC	Chemicals	PW	14,614.48
Quality of Life & Safety Designs LLC	Fire system monitoring	PW	175.00
Ram Waste Systems	Trash services	PW	699.42
Red Wing Business Advantage Acct	Uniforms	PW	2,484.98
Roger L Snyder	Election Judge	ADM	630.00
SAFEBuilt LLC	Inspection services	PW	50,000.00
Sam's Club MC/SYNCB	Supplies	ALL	767.69

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Sanderson Stewart	CO Blvd & SH60 project	PW	3,951.05
Security Central, Inc	Alarm monitoring	PW	260.73
Sendas Communications LLC	Translation services	ADM	154.30
Simon Construction	Pavement maintenance	PW	42,020.79
Summit Data Protection LLC	IT backup	ADM	5,070.00
Tait & Associates, Inc.	Charlotte Street project	PW	987.50
TDS	Phone/internet	ALL	3,643.64
Terminix	Building maintenance	PW	122.00
The Home Depot/GECF	Supplies	PW	292.71
The Jamar Company	Equipment maintenance	PW	789.82
Thompson Ranch Development	Reimbursement of sales tax	ADM	52,907.34
Tier One Networking, LLC	Computers - 6 units	ADM	14,541.00
TimberLAN	IT services	ALL	7,532.00
Timberline Mechanical Systems	YMCA repairs	ADM	8,643.71
T-Mobile	Phone/internet	PD	25.00
Treatment Technology Holding	Chemicals	PW	4,482.40
United Power, Inc	Utilities	PW	804.18
USA Bluebook	Supplies	PW	5,252.47
Utility Notification Center of Colorado	Locates	PW	2,920.56
Utility Refund	Utility refunds	ADM	24,537.41
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Phone/internet	ALL	4,869.87
Waste Connections of Colorado Inc.	Trash services	PW	175,539.40
Weld County Dept of Public Health	Lab services	PW	884.50
Weld County Sheriff	Jail fees	PD	18.92
Western Fire Extinguisher	Safety services	PW	300.00
White Range	Easement	ADM	9,800.00
Whiteside's Greeley	Uniforms	PW	1,479.96
World Water Works, Inc.	Supplies	PW	667.38
Xcel Energy	Utilities	PW	147,687.87
Yost Cleaning	Cleaning service	PW	3,362.66
Yvonne LaRaque Dawdy	Election Judge	ADM	740.00
Zephyr Roofing Systems, LLC	Equipment maintenance	PW	1,452.76
			<u>2,980,434.19</u>





# TOWN MANAGER'S REPORT



*May 2024*

[johnstownco.gov](http://johnstownco.gov)



# Administration, Finance, Planning, and Human Resources

## Upcoming Council Meetings & Work Sessions

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

- 05/06/2024 - Regular Council Meeting
- 05/20/2024 - Regular Council Meeting (Cancelled)

## Senior Center

Via has let Staff know Johnstown is the highest user of their services. Staff are excited to continue spreading the word about this great resource. A small increase in participants in the twice monthly Bingo and weekly exercise classes as well as the success of the Resource Fair are being celebrated for April! Looking into May for the start of our summery activities, some areas of interest are:

- Weekly walking club
- Rockies game trips
- Excursion to a nurse for spring planting

April activities and participation are as below, outside of the staples of exercise classes, yoga, and the Tai Chi Chih class:

- Ukulele Lessons with Linda - 12
- Diamond Dot participants - 17
- Monthly Blackhawk Trip - 10
- Rockies Game - 11
- Footcare with Advanced Footcare - 4
- Breakfast and lunch trips - 14
- Friendly Fork meals - 184
- Annual Resource Fair - 75

## Liquor Licensing

Staff have received an application from Mirror Image Brewpub dba Mirror Image @ Woods for a Tavern license located at 4320 Ledge Rock Lane and expect a Public Hearing at the May 6, 2024, Council meeting. A Change in Manger application was received from Bad Daddy's Burger Bar. A new license for a Hotel & Restaurant License was received by Sexy Sammie's at 4904 Larimer Parkway Unit 4, which will have a hearing at the June 3, 2024, Council meeting.

## Biz Walk

Staff met with Frontier Fertilizer in April as part of our ongoing monthly business walks. Staff plans to meet with Anchor Roofing in May.

## Murdoch's Ribbon Cutting

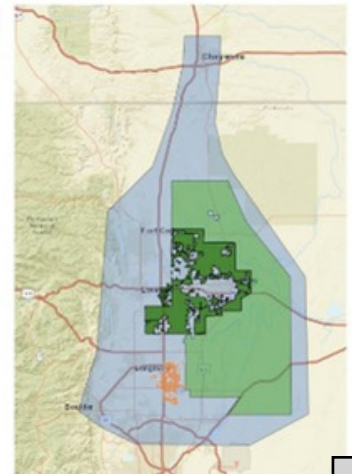
Town Council and staff participated in the Ribbon Cutting for Murdoch's Home and Ranch Supply store. The store is the first retailer to open at Ledge Rock Center and leases about 84,000 SF of space including an outdoor "garden center".

## PARATRANSIT SERVICE AREA

**Unduplicated registered riders that have taken trips:**

- Ault - 2
- Fort Lupton - 13
- Johnstown - 44
- La Salle - 3
- Kersey - 2
- Gilcrest - 2
- Hudson - 4
- Keenesburg - 3
- Nunn - 3
- Platteville - 4
- Parts of unincorporated Weld County - 8

- Legend
- NFRMPO Via including LaSalle
  - UFR TPR VIA Pick Up Area
  - NoCo Via Drop Off Area
  - Carbon Valley Via Service



## ICSC

Town Council and staff will be traveling to Las Vegas at the end of May for the annual International Council of Shopping Centers mission trip. The trip will focus on attracting developers and key retailers to Johnstown.

## Colorado Brownfield Conference

Town Staff will be participating in a discussion panel at the CO Brownfield Conference in Aurora. The panel discussion will focus on Johnstown's partnership with Downtown Colorado Inc. and its Community Challenge program which focused on developing strategies for hard to develop sites and buildings within our downtown corridor.

## Tree Voucher Program

The tree voucher program was a huge success this year. Residents redeemed 164 out of the 171 vouchers issued. From the remaining 7 trees, 3 were given to the YMCA to replace dead trees on the property, and the remaining 4 will be planted by Public Works in our Town Parks.

## Recreation Center Fund

A budget amendment to the 2023 budget is necessary to defray the costs incurred to repair the sauna and steam room. Without the amendment, the Fund is showing a negative fund balance.

## Budget Book

The 2024 Budget Book is now posted on the Town website. This provides residents with more information on the goals and direction for 2024.

## Municipal Court

April 2024 Court data is broken down for Council's review below, with a total of 221 cases being processed:

- Code Violations: 7
- Traffic Violations: 144
- Theft: 29
- Other Criminal Cases: 5
- Parking - 36

## Hiring

We recently welcomed a new Wastewater Operator I and Construction Inspector to our team. The Town is currently searching for two Civil Engineers. We have several Police Officer applicants who have passed interviews and are in the background process. We also plan to welcome on board in the next several weeks a Planner I, two Parks Maintenance I workers, and a Civil Engineer I.

## Police Chief Finalist Community Meet and Greet

Thursday, May 9 from 5:30 - 7:00 pm we are hosting a community meet and greet for the five finalists in the Chief of Police application process. This event is open to the public and will be held at the YMCA.

## Election

For the April 2, 2024, election:

- 2,066 ballots were received, which is a 14.97% vote rate. Comparatively, April 2022's election had a vote rate of 13.8%.
- Ballots returned were 909, or 6.5%. In Johnstown's 2022 election 6.4% of ballots were returned to sender.

## Website Accessibility

The Communications team continues to work on compliance with WCAG 2.1 AA accessibility requirements. A new PDF remediation tool has been launched to ensure PDF compliance with WCAG 2.1 AA requirements. Staff has received training and work has started to convert all online PDFs to accessibility standards. We have reviewed our current site's compliance with the accessibility rules released in February and the site has reached the following milestones:

- Accessibility - 83.75% (Please note the change in percentage is due to modification of policies to WCAG 2.1 AA. Previously, our tools were calibrated for WCAG 2.1 A standards).
- Quality Assurance - 96.93% (includes links, spelling, and images. This is also a result of changes in policy standards).

## Police Department

### Stats

Stats - Statistical data was gathered during the period of March 20- April 20.

- Officers responded to 1336 calls for service.
- Top incident types:
  - Suspicious Activity (82)
  - Code Violations (108)
  - Check Wellbeing (48)
  - Traffic Accidents (41)
  - Thefts (58)
  - Follow Up (169)
  - Meets (117)
- 284 Citations
- 101 Arrests (Includes Cited/Summoned/Referred arrest types)
- Top arrest types - Theft, Warrants, Controlled Substance

## Communications Tools

The Town maintains social media, website, and email communications. We have captured the following trends for the first quarter of 2024 for our various social media channels.



### Case of Interest

Officers arrested an individual who was involved in a large nationwide fraud scheme involving the US Postal Service. The individual traveled across the United States buying hundreds of thousands of dollars' worth of stamps, using forged US documents, and selling the stamps on the black market.

### Colorado Auto Theft Investigators Conference

Sergeant Perry and Officer Olds attended the Colorado Auto Theft Investigators Conference in Grand Junction. Auto theft has plagued Colorado, including Johnstown. Officers attended a multitude of classes specific to auto theft investigations.



## Firearms Training

All officers P.O.S.T qualified with their duty weapons, rifles, and off duty weapons. Officer Morgan and Officer Olds, our in-house firearms instructors, also completed instruction throughout the training.

## Swat School

Officer Jaramillo attended SWAT school as a member of the Larimer County multi-jurisdictional SWAT team.

## Graduation from FTO

Officer Brinkerhoff and Officer Brady completed their 14-week Field Training Officer programs with the department and are officially out on their own. The department is currently down 3 officers.

## Hygiene Kits

Officer Farris has put together hygiene kits that include soap, toothpaste, and other hygiene related items for school aged children to take with them on summer break.

## Mallard Ridge Easter Egg Hunt

Interim Chief Oglesby attended the Mallard Ridge Easter Egg Hunt to speak to the citizens about how the Mallard Ridge's Neighborhood Watch Program was going. He also got to take a picture with the Easter Bunny and a fellow red head.

## Intox Certification

Officer Brady, Officer Brinkerhoff, and Officer Kelley attended Intox Certification classes so that they can operate the intoxilyzer instrument to measure blood alcohol from breath.

## FTO Conference

·Sergeant Rashid attended a FTO Conference. Sergeant Rashid is the FTO supervisor, and this was an opportunity for him to learn how to make our FTO program better.  
Community Policing, Outreach

## Oral Boards

We interviewed seven (7) individuals for the open police officer positions. Five (5) of those individuals are moving forward in the process to background investigations.



## Public Works Department

### Work Orders

Crews completed 125 work orders this review period consisting of snowplowing, street sweeping, gravel road grading, road sign repair, funerals, and a variety of other street and grounds-related work. Completed 54 storm water and street construction inspections.

### Buc-ee's

CR 48 has been completed. A mill and overlay is planned for early June.

### Ledge Rock

Carson Lane has been completed from High Plains Blvd East to Payton Dr. Payton Drive has been completed from Carson Lane to the ROW at SH 60.

### Paulter Farms

Punch list item repairs have started and should be completed by the end of June.

### Charlotte Street

Colorado Paving has started working on Phase 1 of punch list items, which includes repairing the landscaping and irrigation systems from Jay Avenue and moving East to Estes Avenue. Once this phase is complete, we will move on to Phase 2, which will be from Estes Avenue and moving East to Columbine Avenue.



Charlotte Street Landscaping Repairs





## 2024 Concrete Repair

The project has started in The Landings subdivision replacing damaged concrete pans and ADA ramps.



## Johnstown Clean Up Days

Public Works Staff, with support from Utilities Staff, hosted the 2024 Johnstown Clean Up Day on April 20. Waste Connections provided roll off dumpers and a support crew to help with the event, with over 350 vehicles passing through.



## Utilities Department

### Treatment - Water Treatment Plant

- Average Daily Flows: 1.350 MGD
- Critical potable and raw water main tie-ins for the new Water Treatment Plant project are completed to allow summer building construction.
- Hosted tours on the new raw water Zeta analyzer and chemical dosing system for Fort Collins, Westminster, Louisville, Englewood, and Carter Lake.
- Regulatory water tank inspections for the North and South tanks are completed.

### Treatment - Low Point Wastewater Treatment Plant

- Average Daily Flows: 0.415 MGD
- Ribbon Cutting Ceremony for new plant is scheduled for May 1 at 2 PM.
- The Contractor is wrapping up landscaping and irrigation including grass seed and composting.
- The newly purchased forklift is being utilized daily now that Moltz Construction has moved all heavy equipment offsite.

## Treatment - Central Wastewater Treatment Plant

- Average Daily Flows: 0.723 MGD
- Annual preventative maintenance was performed on critical aeration equipment.
- Operations rebuilt the blower that makes the micro bubbles for the DAF treatment process.
- The Contractor is very close to completing the new sewer effluent line.

## Inspections

- 4,600' water main and fire lines installed and tested
- 2,112' sewer main installed and tested
- 121 water/sewer inspections

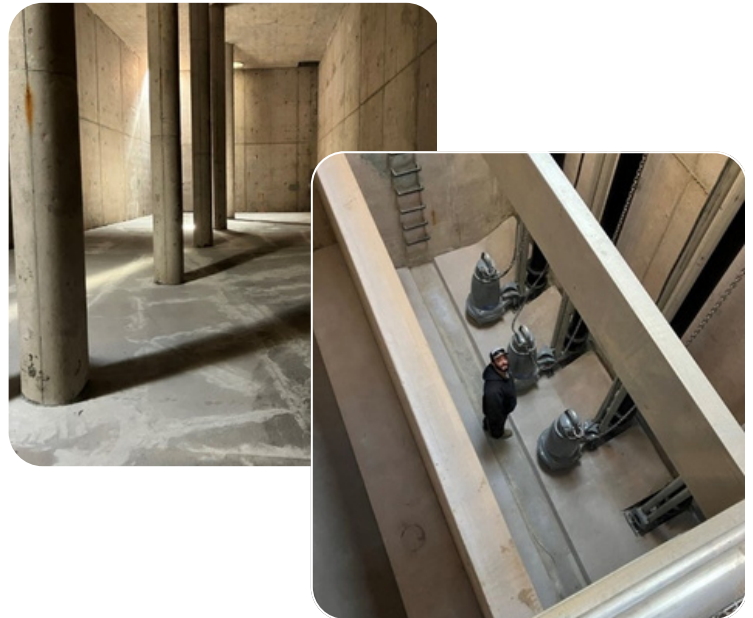
## GIS

- The Public Works department has started to work on the implementation of GIS in their department workflow.
- Work on the Utilities elements of GIS are wrapping up and all that is left is to tie up some loose ends.
- A map showing the proposed boundary for a facade grant for the downtown area was created.



## Sewer Collection & Water Distribution

- Locates: 1,607
- Meters: 76 new installs, 65-meter replacements
- The odor control unit at the Central Lift Station was repaired.
- Meetings have begun to discuss the replacement of the bulk water fill station at the Public Works shop.
- Operational training on the new Lift Station on the North Sewer Interceptor has begun.



## Water Treatment Plant Expansion

The Design Engineer is working on addressing all of the comments that they received on the 90% construction drawings. CDPHE is reviewing the 90% plans and comments are anticipated in the next several weeks. The Design Engineer and the Town are working on obtaining all necessary permits including the Town's site plan, building plan, and fire department approvals. The contractor has completed several critical tie-ins that were necessary to occur during low demand. A few more tie-ins will occur in May before demand increases.



## North Interceptor

The contractor has substantially completed the lift station including obtaining the certificate of occupancy from Weld County. Town Staff, the design engineer, and the contractor inspected the lift station and provided the contractor with a punch list of items that need to be completed prior to commissioning. The contractor continues to install mainline along Colorado Boulevard and will then be mobilizing to CR48.5 to install the final section of mainline. The project is currently scheduled to be completed in the third quarter of this year at which time the Town will be able to decommission the Corbet Glen Lift Station.

## Central Wastewater Treatment Plant

Construction of the MBR building, the secondary process basins (photo below to the right), and the headworks (photo below to the left) are ongoing. Throughout most of the spring, concrete work will continue. In addition, the Contractor is working on the plant influent lift station that will take flows from the new North Interceptor to the new headworks. This will be commissioned as part of the completion of the North Interceptor project with a temporary discharge to the existing lagoons.



Central Wastewater Treatment Plant



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

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 06, 2024

**SUBJECT:** Standard Form of Agreement Between the Town and D2C Architects for the Design of a Development Services Building

**ACTION PROPOSED:** Consider Approval of the Agreement Between the Town and D2C Architects

**ATTACHMENTS:** 1. AIA Standard Form of Agreement Between Owner and Architect

**PRESENTED BY:** Matt LeCerf, Town Manager

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### AGENDA ITEM DESCRIPTION:

For your review and consideration is an agreement for design services between the Town and D2C Architect, Inc.

Included in the FY 2024 budget were funds included in the Building Fund for the purposes of remodeling the old library building owned by the Town of Johnstown, located at 1011 Jay Avenue. The initial plan, as included in the budget, was to remodel this building and utilize it for the purposes of both the Engineering and Planning Departments respectively. The vision would be to create a Development Services building that would meet not only the needs of our community now and into the future, but also the development community in the Town.

As Staff continued to evaluate this site, it was determined that the total square footage of the facility was roughly 2300 square feet and had substantial limitations associated with its long-term viability to meet the needs of the community and our organization. In fact, it was estimated that in less than five years, the facility would no longer meet the needs of the organization, and we would be forced to evaluate new alternatives in the future.

These issues and challenges were communicated to the Town Council. As an alternative, Town Staff presented to Town Council an opportunity to purchase a greenfield and construct a new facility to house the Engineering and Planning Departments. The facility would meet the needs of the community and the organization for 30-50 years. In March 2024, the Town acquired 1.75 acres

known as Lot 1 of Johnstown Farms, Filing 1, 3<sup>rd</sup> Amendment to meet this essential need. The property is also commonly referred to as 201 Centennial Drive.

To facilitate development of this project, for your review and consideration is a Design Services Agreement with D2C Architects. The contract and proposal have been negotiated and is in compliance with our financial policies. An item worth noting, the Town is currently working with D2C Architects on our Police Department Expansion. The contract services provided in the proposal totals \$498,821 and will create a full, turnkey approach to designing the site and the building facility. The Town intends to use a Construction Manager/General Contractor (CM/GC) method for construction. The CM/GC method of delivery will create a guaranteed maximum price (GMP) for the project with an open book method for costs of services. Currently, appropriated funds for this project are \$500,000 for design.

**STRATEGIC PLAN ALIGNMENT:**

- Quality Infrastructure & Facilities
  - o *Establish and maintain levels of service*
  - o *Ensure future viability of infrastructure and facilities*

**LEGAL ADVICE:**

The Town Attorney reviewed the agreement as presented.

**FINANCIAL ADVICE:**

Funds are allocated in FY 2024 for the design services.

**RECOMMENDED ACTION:** Staff recommend approval of the Design Services Agreement Between the Town and D2C Architects as presented.


---

**SUGGESTED MOTIONS:**

**For Approval:** I Move to Approve the Standard Form of Agreement Between the Town and D2C Architects for the Design of a Development Services Building.

**For Denial:** I move to deny the Standard Form of Agreement Between the Town and D2C Architects for the Design of a Development Services Building.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the [ ] day of **May** in the year **2024**  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Town of Johnstown  
450 S Parish Ave  
Johnstown, CO 80534

and the Architect:  
(Name, legal status, address and other information)

D2C Architects, Inc.  
1212 S Broadway, Suite 250  
Denver, CO 80210

for the following Project:  
(Name, location and detailed description)

Town of Johnstown – Development Services Building  
201 Centennial Drive  
Johnstown, CO 80534

This project entails the design and construction of a new Development Services Building to house the Town of Johnstown Planning & Engineering Departments. The project primary consists of administrative office function and spaces (offices, conference rooms, break area, restrooms and ancillary/supporting spaces).

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« See Exhibit A »

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The current site is a green field lot consisting of approximately 1.75 acres in size. A new office building will be constructed consisting of approximately 6,000 square feet in size, 2 stories, and associated and need parking spaces for the facility and its visitors. The delivery method will be through a Construction Management at Risk (CMAR). The CMAR shall be responsible for cost estimating of the project throughout the design phases. (For purposes of this Agreement, the term "Contractor" and "CMAR" shall be synonymous.) The Town shall provide necessary Environmental Site Assessment (ESA), Traffic Study and Impact Study if necessary.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To Be Determined

§ 1.1.4 The anticipated design and construction milestone dates are to be determined as the project proceeds.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

CMAR

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

Not Applicable. The Owner has no sustainable objective for this project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Town of Johnstown  
Matt LeCerf, Town Manager  
450 S Parish Ave  
Johnstown, CO 80534  
Email: MLeCerf@johnstownco.gov

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Jeremy Gleim  
Planning & Development Director  
[jgleim@johnstownco.gov](mailto:jgleim@johnstownco.gov)

Doug Gossett  
Engineering Director  
[dgossett@johnstownco.gov](mailto:dgossett@johnstownco.gov)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 NA
- .2 NA

- .3 Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

Environmental, Traffic Impact Study (TIS), Traffic Survey, CMAR Contractor, 3<sup>rd</sup> Party Cost Estimators/Opinions (if desired)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:



*(List name, address, and other contact information.)*

D2C Architects, Inc.  
Eric Combs, Vice President  
1212 S Broadway, Suite 250  
Denver, CO 80210  
Email: ECombs@D2CArchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Corbel Engineers  
301 Boardwalk Driver #273353  
Fort Collins, CO 80527

.2 Mechanical Engineer:

PKMR  
1550 Wewatta Street, Suite 200  
Denver, CO 80202

.3 Electrical Engineer:

PKMR  
1550 Wewatta Street, Suite 200  
Denver, CO 80202

§ 1.1.11.2 Consultants retained under Supplemental Services:

Landscape and Civil Engineering

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in Colorado under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** for each occurrence and **Two Million Dollars (\$ 2,000,000 )** in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000 )** each accident, **One Million Dollars (\$ 1,000,000 )** each employee, and **One Million Dollars (\$ 1,000,000 )** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per claim and **Two Million Dollars (\$ 2,000,000 )** in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The additional insured endorsement shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Architect shall be solely responsible for any deductible losses under each of the policies required.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to Owner. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

§ 2.5.9 Failure on the part of the Architect to procure or maintain policies providing the required coverages,



conditions, and minimum limits shall constitute a material breach of the Agreement upon which the Owner may terminate this Agreement.

§ 2.6 The Architect agrees to remedy any design defects arising from the Architect's performance of, or failure to perform this Agreement that constitute a breach of the professional standard of care.

§ 2.7 The Architect shall furnish all services as described herein, required in connection with the Project, and shall be responsible to the Owner for the employment of properly trained, qualified and competent persons in such regard as is consistent with the applicable professional standard of care in Colorado.

§ 2.8. The Architect shall not specify that asbestos containing building materials be used as a building material in any construction document for the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, plumbing, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall review the Owner hired CMAR's estimate of the Cost of the Work prepared.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall review the Owner hired CMAR's estimate of the Cost of the Work prepared

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the review of (1) procurement information that describes the time, place, and conditions of bidding, including the bidding or proposal forms created by the Owner; (2) the form of agreement between the Owner and Contractor; and (3) the

Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall compile and or review Owner furnished documentation that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall review the Owner hired CMAR's estimate for the Cost of the Work prepared.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the CMAR's estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 Construction drawings and specifications, or other construction documents or construction contract documents submitted by Architect to Owner for approval or to any contractors for bidding or negotiation shall be complete and unambiguous as is consistent with the applicable Colorado professional standard of care. Contractor or Owner shall seek clarification from Architect regarding any questions or concerns they may have regarding the construction documents. Architect agrees that Architect will inform Owner of any tests, studies, analyses or reports which Architect believes are necessary or advisable to be performed by or for Owner when appropriate.

§ 3.4.7 Owner's approval of Construction Documents shall be limited to approval as to general layout of the Project. In the event of design failure constituting a breach of the applicable Colorado professional standard of care or this Agreement, Owner's approval of Construction Documents shall not be used as a defense against Architect's breach of this Agreement.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the electronic distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction as defined within the proposal, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in general accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts requested by the Contractor and shall process payment applications. The Architect's review for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount requested. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous observations or on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.



§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site observation to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final site observation indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s site observation shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to check the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, and prepare a warranty punch list for items of work to be completed by the Contractor. The Architect shall conduct observations related to each warranty punch list item.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as mutually agreed between the Owner and the Architect in writing. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect will provide Owner with a written request to perform Supplemental Services, proposing a lump sum, a not-to-exceed amount or other price, for Owner’s written approval prior to commencing performance of the Supplemental Services under this section.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect during design phase only
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner / Not Provided by Architect
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed As-Built drawings	CMAR
§ 4.1.1.17 Post-occupancy evaluation	Architect as noted in Proposal
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Included
§ 4.1.1.21 Telecommunications/data design	Not Provided – Optional Service provided in Proposal
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Furniture Concepts / Test Fits Only
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	N/A

### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

None

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement upon written agreement of Owner and Architect. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:



- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Upon to ten ( « 10 » ) visits to the site by the Architect during construction
- .3 One ( « 1 » ) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( « 1 » ) observation for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services or Architect may elect to terminate the Agreement and decline to provide any additional services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Architect shall similarly provide prompt written notice to Owner if Architect becomes aware of any defect in the Project or non-conformance under the Contract Documents. The Architect shall have the right to cure any errors, omissions or inconsistencies ("EOI") in the Architect's Instruments of Service within ten (days) after receiving notice of such EOI, unless a different cure time is agreed to by Owner and the Architect.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the

Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11, excepting those sums disputed by Owner in good faith. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect terminates this Agreement based on Owner's failure to pay undisputed sums due hereunder, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service in a manner inconsistent with this Agreement, the Owner shall, remove and/or redact any reference to the Architect and the Architect's consultant(s) from the Instruments of Service and release the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 Notwithstanding the foregoing provisions of Article 7, the Owner may disclose Instruments of Service, or any other information, if required by law.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify, save and hold harmless Owner, Owner's officials and, employees from damages, including but not limited to reasonable attorneys' fees, to the extent and for an amount caused by the percentage negligence or fault attributable to Architect or Architect's Consultants, sub-consultants or assignees, as determined by adjudication or by mutual agreement of the Parties. The Consultant's indemnification obligations and any other liability under this Agreement shall be limited to the amount of applicable and available Liability insurance policies required under this Agreement.

§ 8.1.4 The Architect and Owner mutually waive any claim for consequential damages, but reserve their respective rights to pursue all claims for direct damages.

§ 8.1.5 Except in instances of fraud or intentional misconduct, the Architect and Owner mutually waive all claims arising from this Agreement against each other's individual employees, officers, owners, managers, or directors, reserving instead the right to bring claims against the municipal or corporate entity of Owner or Architect.

§ 8.1.6 Notwithstanding any other clause in this Agreement, in the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted as provided in Section 8.2 below. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the state courts of Weld, Colorado. No such action shall be removed to any other court or jurisdiction.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the Judicial Arbitrator Group or JAMS in Denver, Colorado or another mutually agreeable mediator or mediation group. A request for

mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of commencement of a legal action for a period of 60 days from the date of such notice.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally and the parties shall be responsible for their own associated attorney's fees. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

«N/A »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 [Intentionally omitted]

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect's services. The time schedules for the Architect's remaining services will be equitably adjusted as agreed to by the Owner and the Architect and, if warranted by circumstances arising from the Owner's suspension of the Project, the Architect's fees for the remaining services will be equitably adjusted as agreed to by the Owner and the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.



§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable as Architect does not issue a release of use of Architect's Instruments of Service, except as use of the Instruments of Service are permitted herein.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment, none of Architect's rights or obligations are materially changed, and notice is provided to Architect prior to such lender assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall

survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after three (3) business days’ notice to the other party when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute including disclosure to legal, financial, tax or insurance professionals of the receiving party. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

« »

- .2 Percentage Basis  
(Insert percentage value)

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

Lump Sum in the amount of \$498,821.00

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed upon by Owner and Architect in writing prior to commencement of Supplemental Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

As mutually agreed upon by Owner and Architect in writing prior to commencement of Additional Services

§ 11.4 Intentionally omitted.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Based on then currently hourly rates or as negotiated

Employee or Category	Rate (\$0.00)

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Fifteen percent ( 15 %) of the expenses incurred.



**§ 11.10 Payments to the Architect****§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of **Zero** (\$ **0.00** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed amounts unpaid **Thirty** (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

**18 % Annually**

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Appropriation of Funds:

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

Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, Owner has appropriated the money necessary to fund this Project and compensate the Architect as set forth herein. No change order or other form of directive shall be issued by Owner requiring additional compensable work to be performed by Architect, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the Architect is given written assurance by Owner that lawful appropriations have been made by Owner to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

Governmental Immunity: Nothing herein shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, Owner under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended.

Except for fraud, intentional torts or corporate improprieties that would support a piercing of the corporate veil, Owner and Architect waive all claims arising under this Agreement or the Project, against each other's employees, officers, owners, directors or others in their individual capacity, while expressly reserving the right to bring all claims against the political subdivision entity or corporate entity of the Owner or Architect.

**ARTICLE 13 SCOPE OF THE AGREEMENT**


**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect related to the subject matter contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

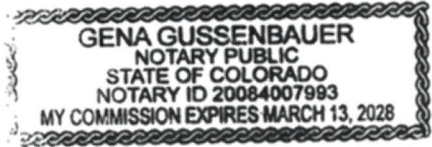
**§ 13.2** This Agreement is comprised of the following documents identified below:



WITNESS my hand and official seal.

My commission expires: March 13, 2028

  
Notary Public





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

## TOWN COUNCIL AGENDA COMMUNICATIONS

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- AGENDA DATE:** May 6, 2024
- SUBJECT:** Playground Equipment Replacement for Eddie Aragon Park and West Lake Park
- ACTION PROPOSED:** Consider Approving the Replacement of Playground Equipment For Eddie Aragon Park and West Lake Park
- ATTACHMENTS:**
1. Professional Services Agreement
  2. Eddie Aragon Park Options
  3. West Lake Park Options
- PRESENTED BY:** Jason Elkins, Public Works Director
- 

### AGENDA ITEM DESCRIPTION:

Johnstown is home to seven public parks maintained by the Public Works Department (PWD). Several of those parks contain playground equipment that has surpassed its expected service life and is in need of replacement with new, modern equipment that meets current safety and design standards. Eddie Aragon Park and West Lake Park have been identified as high priorities due to frequent maintenance requirements and aging equipment.

#### **Eddie Aragon Park**

Staff, in collaboration with a local playground designer, Go Play Inc., have developed three design options for Eddie Aragon Park. Each option has its own set of advantages and disadvantages, as outlined in the comparison matrix below:

Eddie Aragon Park  
Option Comparison

Option 1	Option 2	Option 3
Total project \$276,400	Total project \$311,920	Total project \$ 492,446
Under budget.	Under budget.	Over budget.
Offers more equipment of similar size than existing playground.	Offers more equipment of similar size than the existing playground.	Offers much more play equipment of a larger size than the existing playground.
Both swing frames have an 8' pivot. Total of (2) belts, (2) buckets and (2) ADA seats.	Swing frame has 8' pivot with (2) belts, (2) buckets and (2) ADA seats.	More belt swing seats ( 4) in the 5-12 swing option, with a 10' pivot height. 2-5 swing has 8' pivot, (2) buckets and (2) ADA seats.
More traditional equipment. 5-12 structure has modern style shade roof.	More contemporary equipment with modern free-play unit for older children and barrel dome shade roof on structure.	On trend equipment with Tower Structure and active play unit for older children, as well as a large climbing net for a more active experience.
One overhead ladder event, a variety of slides at varying heights (3' - 6') and a wide variety of climbers.	Two overhead ladder events, a variety of slides at varying heights (3' - 5'), a wide variety of climbers and (2) Spinners.	Two overhead events, a variety of slides at varying heights (3' - 12'), a wide variety of climbers and (1) Spinner.
Design is similar to existing footprint of playground.	Design is similar to existing footprint of playground.	Design is larger and more spacious than existing footprint of playground.
Design is ADA compliant and meets or exceeds all ASTM / CPSC Safety Standards.	Design is ADA compliant and meets or exceeds all ASTM / CPSC Safety Standards.	Design is ADA compliant and meets or exceeds all ASTM / CPSC Safety Standards.
Non-slip, rubber poured-in-place surfacing throughout.	Non-slip, rubber poured-in-place surfacing throughout.	Non-slip, rubber poured-in-place surfacing throughout.

After careful consideration, Staff recommends that Council consider Option 3 for the renovation of Eddie Aragon Park playground equipment. While this option exceeds the budget allocation of \$350,000, it offers significant potential for transforming Eddie Aragon Park into a premier recreational area for Johnstown. Option 3 not only addresses the need for modernized equipment, but also compliments the park's appeal with existing amenities such as the basketball court, hockey rink, skate park, and ample open space with a park shelter. Selecting Option 3 for Eddie Aragon Park not only addresses the immediate need for equipment replacement, but also positions the park as a defining asset for the Town. Staff believes the long-term benefits of this investment will far outweigh the initial costs, enhancing the quality of life for residents and fostering community engagement.

Option 3 for the playground equipment replacement of Eddie Aragon Park comes with a total cost of \$492,446.41, exceeding the allocated budget of \$350,000 from the Parks & Open Space Fund by \$142,446.41. While this presents a financial challenge, Staff will work to manage the overrun within the 2024 Adopted Budget, however, a future budget amendment may be necessary. Alternatively, as discussed during the May 3 Work Session with Town Council and the Town Manager, the Capital Improvement Fund may provide for a feasible option to secure the necessary funds should Council opt for this course of action.

**West Lake Park**

Staff, in collaboration with Go Play Inc., have developed two design options for West Lake Park. Each option has its own set of advantages and disadvantages, as outlined in the comparison matrix below:

West Lake Park  
Option Comparison

Option 1	Option 2
Total project \$367,354 Slightly over budget.	Total project \$395,987 Over budget.
Offers more equipment than existing playground in park.	Geared toward 5-12 year-old age group with few toddler/ younger child activities. There's a 48" slide and Tea Cup Spinner for ages 2-5 and full-bucket swing seats for toddlers.
Multiple slides of varying heights up to 8'.	Multiple slides of varying heights up to 10'.
Innovative / contemporary net climber	Ascent Net Climbers and a custom tower structure.
Geared toward 5-12 year-old age group with few toddler/ younger child activities.	All ages playground for ages 2-12 years-old
Multiple overhead ladder events, offering more than existing playground.	Wide varitey of play events, many more than existing and Option 1.
Separate swing structures to allow for 2-bay belt swing with a 10' pivot height.	One swing structure with variety of swing options save space, but all swings have an 8' pivot height.
Design is ADA complaint and meets or exceeds all ASTM / CPSC Safety Standards.	Design is ADA complaint and meets or exceeds all ASTM / CPSC Safety Standards.
Non-slip, rubber poured-in-place surfacing throughout.	Non-slip, rubber poured-in-place surfacing throughout.

After careful consideration, Staff recommends that Council consider Option 2 for the renovation of West Lake Park playground equipment. While this option exceeds the budget allocation of \$350,000, it delivers a safe and inclusive recreational space for all residents of Johnstown who like to frequent Johnstown Lake. Option 2 stands out by incorporating features such as a net



climbing structure and a custom tower with climbing elements. This design caters to children of all ages and fosters active play experiences enhancing the overall park experience for visitors.

Option 2 for the playground equipment replacement of West Lake Park comes with a total cost of \$395,986.97, exceeding the allocated budget of \$350,000 from the Conservation Trust Fund by \$45,986.97. It is important to note that the Conservation Trust Fund is unlikely to have sufficient fund balance to cover this extra expense, necessitating a budget amendment sourced from a different fund. As discussed during the May 3 Work Session with Town Council and the Town Manager, the Capital Improvement Fund presents a feasible option for securing the additional funds should Council opt for this course of action.

The playground equipment in all of the options presented to Council are sourced from a BuyBoard National Purchasing Cooperative vendor. BuyBoard vendors have been awarded contracts for products and services through a competitive bid procurement process, with a minimum discount of 12%. The playground equipment purchasing options presented to Council meet or exceed the minimum discount.

**STRATEGIC PLAN ALIGNMENT:**

- Safe & Welcoming Community
  - *Grow an open, inclusive environment where all residents have the opportunity to flourish*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
  - *Expect and encourage community centered design*
- Quality Infrastructure & Facilities
  - *Establish and maintain levels of service*
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities and equipment*

**LEGAL ADVICE:**

N/A

**FINANCIAL ADVICE:**

The contract amounts for Option #3 at \$492,446.41 and Option #2 at \$395,986.97 exceed the allocated budget amount of \$350,000 each. A future budget amendment may be necessary for each unless Council authorizes the use of the Capital Improvements Funds for completion of the two projects based on Staff’s recommendation.



**RECOMMENDED ACTION:** Staff supports awarding the contract to Go Play Inc.

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**SUGGESTED MOTIONS:**

**For Approval:** I Move to Approve Awarding the Contract, with Option 3 for Eddie Aragon Park and Option 2 for West Lake Park, to Go Play Inc. as Presented and Authorize the Town Manager to Sign the Contract.

**Alternative For Approval:** I Move to Approve Awarding the Contract, with Option 3 for Eddie Aragon Park and Option 2 for West Lake Park, to Go Play Inc. as Presented With a Not to Exceed Cost of \$500,000 and \$400,000 Respectively Utilizing Available Additional Funds from the Capital Improvement Fund, and Authorize the Town Manager to Sign the Contract.

**For Denial:** I Move to Deny Awarding the Contract as Presented.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Go Play, Inc, a Colorado corporation (“Contractor”) (collectively, the “Parties”).

**RECITALS**

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

**WHEREAS**, the Parties wish to memorialize their contractual relationship.

**AGREEMENT**

**NOW, THEREFORE**, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is 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 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.

**SECTION 2: SERVICES, COMPENSATION AND TERM**

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

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town

without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2024, and shall not extend beyond that date absent the written approval of the Town.

### **SECTION 3: OPERATIONS**

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town.

### **SECTION 4: INSURANCE AND INDEMNITY PROVISIONS**

#### **4.01 Insurance**

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages

listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

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

## **SECTION 5: TERMINATION**

5.01 Termination. The Town 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 required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail (“email”) return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:  
Town of Johnstown  
Attn: Jason Elkins, Public Works Director  
450 S. Parish Avenue  
P.O. Box 609  
Johnstown, CO 80534  
Email: notices@johnstownco.gov

TO CONTRACTOR:  
Go Play, Inc  
Attn: Jennifer VanWormer, Owner  
9916 County Road 48 1/2  
Milliken, CO 80543  
Email: jennifer@goplayplaygrounds.com

**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, the financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

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 the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

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 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 the Town to or of any breach or default by Contractor in the performance by Contractor 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 Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town 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.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

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 an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 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.

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

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

8.14 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.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

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.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor 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 Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. 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 Contractor.

[Remainder of page intentionally left blank.]





**EXHIBIT A  
SERVICES**











Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 3**  
**Eddie Aragon**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	PAGE 1
Date	4/17/2024
Order No.	SRP279492
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
<b>PLAYGROUND EQUIPMENT</b>			
1	Superior FXT-5000 tower structure, 5" OD posts, ages 5-12 	\$147,170.00	\$ 147,170.00
1	Superior PS3-72778 structure, 3.5" OD posts, ages 2-5 	\$31,885.00	\$ 31,885.00
1	PA5-72677 Active Course 	\$14,335.00	\$ 14,335.00
1	Superior Playgrounds set of (5) Lily Pad steppers 	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds 2-bay Tri-Pod swing frame with 10' pivot, (4) belt seats 	\$3,281.00	\$ 3,281.00
1	Superior Playgrounds 2-Bay 5" OD Arch Swing frame with (2) full-bucket seats and (2) ADA seats, 8' pivot 	\$8,995.00	\$ 8,995.00
1	Superior Playgrounds Ascend Peak 14' Net RC-802SR 	\$18,050.00	\$ 18,050.00
2	Superior Amenities 6' Regal bench with back, 3/4" #9 expanded metal design, inground mount 	\$740.00	\$ 1,480.00
	<b>Go Play Local Discount valid on equipment as quoted above only. May not be combined with any other discounts or promotions.</b>	<b>30%</b>	<b>\$ (68,024.10)</b>
<b>INSTALLATION</b>			
1	Complete removal and disposal of existing playground equipment, wood fiber surfacing material and concrete borders.	\$15,950.00	\$ 15,950.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.		\$ 76,076.51
<i>Notes- Pricing above is for the playground equipment and installation only and does not include safety surfacing (see page 2 for surfacing and project total). Current lead time on custom playground orders runs about 20 weeks and may vary without further notice. Colors shown in illustrations if for example only. Customer selects preferred colors at time of order.</i>			

Approved proposal and PO or 50% deposit required to proceed.

SubTotal	\$ 250,749.41
Freight	\$ 15,965.00
Tax Rate(s)	N/A exempt
<b>Page 1 Total</b>	<b>\$ 266,714.41</b>

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	Contact : Go Play Phone (970) 420-6796 Go Play email jennifer@goplayplaygrounds.com		

Thank you for your consideration! Pricing is valid for 30 days.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**Option 3**  
**SURFACING**  
**Eddie Aragon**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	PAGE 2
Date	4/17/2024
Order No.	BSTTPIP1
Rep	JWW
FOB	

Qty	Description	Unit Price	TOTAL
	<b>SITE PREPARAION</b> <i>(Removal and disposal of existing playground equipment, wood fiber surfacing and borders is quoted on page 1 of the proposal.)</i>		
1	Concrete curbing- form and finish 460 lf of 8" x 8" grey concrete curb with 3" notch (sub-surface) to accept PIP, (2) bench pads and (1) 30' L x 6' wide sidewalk (connecting to existing shelter) a 4" thick with grey broom finish, includes pump truck.	\$37,630.00	\$ 37,630.00
8815	sf Supply, install and compact 4" depth of stable aggregate base for poured-in-place surfacing, includes materials, delivery, installation and compaction.	\$2.35	\$ 20,715.25
	<b>POURED-IN-PLACE SURFACING</b>		
8815	Surface America PlayBound poured-in-place surfacing, 50% black/ 50% color speckle mix, variable fall height attenuation 8' - 12', standard binder, includes materials, delivery and installation.	\$18.45	\$ 162,636.75
1	Graphic add-on- incorporate Johnstown "J" logo ino surfacing with 100% green / 100% yellow, approximately 400 sf overall size.		\$ 4,750.00
	<b>Notes-</b> See page 1 of proposal for playground equipment / installation. No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, fencing, security, drainage, locating or repairing existing private utilities or sprinkler lines, exceptional digging conditions, nor site restoration included. Poured-in-place surfacing and concrete installation are weather dependent and is not typically scheduled between the months of December-Februrary. No cold weather blankets or chemicals included with concrete pricing (can be added for additional fee). Forms can leave voids in concrete after removal. It is typical for concrete to crack and it does not effect the integrity of the concrete. Control joints will be cut to attempt to direct cracking, and cracks outside of control joints can be chased and sealed within 30 days of needed. Go Play is not responsible for any cracking due to expansive soils or settling. Pricing assumes adequate access to site for large installation machinery (minimum 6' wide access path needed).		

Approved proposal and PO or 50% deposit required to proceed.

SubTotal	\$ 225,732.00
Page 1 total	\$ 266,714.41
Tax Rate(s)	N/A exempt
<b>PROJECT TOTAL</b>	<b>\$ 492,446.41</b>

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p>Contact : Go Play Phone (970) 420-6796 Go Play email <a href="mailto:jennifer@goplayplaygrounds.com">jennifer@goplayplaygrounds.com</a></p>		
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Thank you for your consideration! Pricing is valid for 30 days.



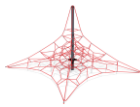








Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 2**  
**West Lake Park**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	
Date	4/10/2024
Order No.	SRP279423
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
<b>PLAYGROUND EQUIPMENT</b>			
1	Superior FXT-50025 Tower structure, 5" OD posts, ages 5-12. 	\$60,860.00	\$ 60,860.00
1	Superior Ascend 13' Tower RC-101SR 	\$13,410.00	\$ 13,410.00
1	Superior Playgrounds PS5-72777 ages 5-12 	\$97,160.00	\$ 97,160.00
1	Superior Playgrounds 3-Bay 5" OD Arch Swing frame 8' pivot height, with (2) belt seats, (2) full-bucket seats and (2) inclusive ADA seats. 	\$11,830.00	\$ 11,830.00
1	Superior Playground Rockface Climber 	\$4,910.00	\$ 4,910.00
1	Superior Playgrounds set of (5) Lily Pad Steppers 	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds Zig Zag Balance Beam 	\$722.00	\$ 722.00
	<b>Go Play Local Discount</b> valid on equipment as quoted above only. May not be combined with any other discounts or promotions.	<b>28%</b>	<b>\$ (53,324.04)</b>
<b>INSTALLATION</b>			
1	Complete removal and disposal of existing playground equipment and 6951 sf of wood fiber surfacing material up to 12" depth.	\$22,925.00	\$ 22,925.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.		\$ 64,096.19
<b>SURFACING - Poured-In-Place</b>			
6951	sf supply, install and compact 9" compacted depth of stable base material for poured-in-place surfacing, compacted in 4" lifts.	\$5.12	\$ 35,589.12
6951	sf Surface America PlayBound poured-in-place surfacing, 50% black / 50% color speckle mix, standard binder, variable 6' - 10' fall height attenuation, includes materials, delivery and installation.	\$17.70	\$ 123,032.70
<i>Notes: No permits, licenses, taxes, bonding, nor associated fees are included (if applicable). No turf protection, locating or repairing existing private utilities or sprinkler lines, fencing, security, off-site disposal of spoils, unusual digging conditons, nor site restoration are included (if needed). Assumes adequate access to site for large installation machinery (minimum 6' wide access path required). Current lead time on playground equipment production is running 20 weeks on custom equipment and 12 weeks on standard, but may vary without further notice.</i>			

Approved proposal and PO or 50% deposit required to proceed.

SubTotal	\$ 382,761.97
Freight	\$ 13,225.00
Tax Rate(s)	N/A exempt
<b>TOTAL</b>	<b>\$ 395,986.97</b>

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only



Contact : Go Play Phone (970) 420-6796  
Go Play email jennifer@goplayplaygrounds.com



Thank you for your consideration! Pricing is valid for 30 days.

# EDDIE ARAGON PARK PLAYGROUND OPTION #1

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 1  
Eddie Aragon  
PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	
Date	2/21/2024
Order No.	SRP278766
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
	<b>PLAYGROUND EQUIPMENT</b>		
1	Superior PS3-71375 structure, 3.5" OD posts ages 2-5	\$35,224.00	\$ 35,224.00
1	Superior PS3-72174 sturcture, 3.5" OD posts ages 5-12	\$42,135.00	\$ 42,135.00
2	Superior Playgrounds Spring Riders (1) Frog and (1) Whale	\$1,161.00	\$ 2,322.00
1	Superior Playgrounds 4-panel Bubble Wall Climber	\$5,785.00	\$ 5,562.00
1	Superior Playgrounds Rockface Climber	\$6,132.00	\$ 6,132.00
1	Superior Playgrounds 1-Bay 5" OD Arch Swing frame with (2) full-bucket seats, 8' pivot	\$3,296.00	\$ 3,296.00
1	Superior Playgrounds 2-Bay 5" OD Arch Swing frame with (2) belt seats and (2) ADA seats, 8' pivot	\$6,359.00	\$ 6,359.00
1	Superior Playgrounds set of (5) Lily Pad steppers	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds 6' straight balance beam	\$621.00	\$ 621.00
2	Superior Amenities Modern Classic bench with back, contoured seat and armrests, inground mount	\$1,726.00	\$ 3,452.00
	<b>Go Play Local Discount</b> valid on equipment as quoted above only. May not be combined with any other discounts or promotions.	<b>20%</b>	<b>\$ (21,330.80)</b>
	<b>INSTALLATION</b>		
1	Complete removal and disposal of existing playground equipment, wood fiber surfacing material and concrete borders.	\$15,950.00	\$ 15,950.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.	\$36,520.00	\$ 36,520.00
	<i>Notes- Pricing above is for the playground equipment and installation only and does not include safety surfacing (see separate proposal). No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, locating or repairing existing private utilities or sprinkler lines, fencing, security, off-site disposal of spoils, nor site restoration are included (if needed). Assumes adequate access to site for large installation machinery (minimum 6' wide access path required). Current lead time on playground equipment production is running 16 weeks.</i>		

**Approved proposal and PO or 50% deposit required to proceed.**

SubTotal	\$ 137,793.20
Freight	\$ 6,650.00
Tax Rate(s)	N/A exempt
<b>TOTAL</b>	<b>\$ 144,443.20</b>

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email <a href="mailto:jennifer@goplayplaygrounds.com">jennifer@goplayplaygrounds.com</a></b></p>		
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Thank you for your consideration! Pricing is valid for 30 days.

# EDDIE ARAGON PARK PLAYGROUND OPTION #1

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**SURFACING  
Eddie Aragon  
PROPOSAL**

Customer	
Name	Town of Johnstown
Address	450 S Parish Ave
City	Johnstown State CO ZIP 80534
Phone	(970)481-9252

Misc	
Date	2/21/2024
Order No.	BSTTPIP1U
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
	<b><u>SITE PREPARAION</u></b> <i>(Removal and disposal of existing playground equipment, wood fiber surfacing and borders is quoted on the playground equipment proposal.)</i>		
1	Concrete curbing- form and finish 332 lf of 8" x 8" grey concrete curb with 3" notch (sub-surface) to accept PIP, includes materials and pump truck	\$20,565.00	\$ 20,565.00
1	Concrete flatwork- Form and pour (2) 8' x 6' bench pads and (1) 30' L x 6' wide sidewalk (connecting to existing shelter) at 4" thickness, grey with broom finish.	\$2,125.00	\$ 5,125.00
5520	Supply, install and compact 4" depth of stable aggregate base for poured-in-place surfacing, includes materials, delivery, installation and compaction.	\$2.50	\$ 13,800.00
	<b><u>POURED-IN-PLACE SURFACING</u></b>		
5520	Surface America PlayBound poured-in-place surfacing, 50% black/ 50% color speckle mix, variable fall height attenuation 5' - 8', standard binder, includes materials, delievery and installation.	\$16.75	\$ 92,460.00
	<i><b>Notes-</b> Pricing above is for the playground surfacing and preparation only and does not include playground equipment (see separate proposal). No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, fencing, security, drainage, nor site restoration included (if needed). Poured-in-place surfacing and concrete installation are weather dependent and is not typically scheduled between the months of December-Februrary. No cold weather blankets or chemicals included with concrete pricing (can be added for additional fee). Forms can leave voids in concrete after removal. It is typical for concrete to crack and it does not effect the integrity of the concrete. Control joints will be cut to attempt to direct cracking, and cracks outside of control joints can be chased and sealed within 30 days of needed. Go Play is not responsible for any cracking due to expansive soils or settling. Pricing assumes adequate access to site for large installation machinery (minimum 6' wide access path needed).</i>		
		<b>SubTotal</b>	<b>\$ 131,950.00</b>
		Freight	N/A
		Tax Rate(s)	N/A exempt
		<b>TOTAL</b>	<b>\$ 131,950.00</b>

*Approved proposal and PO or 50% deposit required to proceed.*

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email <a href="mailto:jennifer@goplayplaygrounds.com">jennifer@goplayplaygrounds.com</a></b></p>		
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*Thank you for your consideration! Pricing is valid for 30 days.*



EDDIE ARAGON PARK  
PLAYGROUND OPTION #1



Town of Johnstown Eddie Aragon Park

STRUCTURE SP072023-051 • QUOTE QUO0267040

Design is for illustration purposes only and colors may vary.

Color Key

Post: Beige  
Post Cap: Spring Green  
Metal: Brown  
Plastic: Spring Green

Panel: Blue  
San. Panel: Blue/White  
Deck: Brown  
Fabric: Rivergum Green



EDDIE ARAGON PARK  
PLAYGROUND OPTION #1



Town of Johnstown Eddie Aragon Park

STRUCTURE SP072023-051 • QUOTE QUO0267040

Design is for illustration purposes only and colors may vary.

Color Key

Post: Beige  
Post Cap: Spring Green  
Metal: Brown  
Plastic: Spring Green

Panel: Blue  
San. Panel: Blue/White  
Deck: Brown  
Fabric: Rivergum Green



# EDDIE ARAGON PARK PLAYGROUND OPTION #2

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 2**  
**Eddie Aragon**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO
Phone	(970)481-9252	ZIP	80534

Misc	
Date	2/21/2024
Order No.	SRP278768
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
	<b>PLAYGROUND EQUIPMENT</b>		
1	Superior PS3-71816 structure, 3.5" OD posts ages 2-12	\$71,720.00	\$ 71,720.00
1	Superior PA5-29292 Active Course ages 5-12	\$18,985.00	\$ 18,985.00
1	Superior Playgrounds 1-seat Motorcycle Spring Rider	\$287.00	\$ 2,287.00
1	Superior Playgrounds 1-seat Rocket Spring Rider	\$3,351.00	\$ 3,351.00
1	Superior Playgrounds Vertical Spider Net Climber	\$7,694.00	\$ 7,694.00
1	Superior Playgrounds Orbit Spinner	\$14,222.00	\$ 14,222.00
1	Superior Playgrounds 3-Bay 5" OD Arch Swing frame with (2) belt seats, (2) ADA seats, (2) full-bucket seats, 8' pivot height	\$11,830.00	\$ 11,830.00
1	Superior Playgrounds set of (5) Lily Pad Steppers	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds 6' straight balance beam	\$621.00	\$ 621.00
2	Superior Amenities Metro bench with back, one piece slatted steel design, surface mount	\$1,976.00	\$ 3,952.00
	<b>Go Play Local Discount valid on equipment as quoted above only. May not be combined with any other discounts or promotions.</b>	<b>20%</b>	<b>\$ (27,242.60)</b>
	<b>INSTALLATION</b>		
1	Complete removal and disposal of existing playground equipment, wood fiber surfacing material and concrete borders.	\$15,950.00	\$ 15,950.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.	\$4.00	\$ 46,200.29
	<b>Notes-</b> Pricing above is for the playground equipment and installation only and does not include safety surfacing (see separate proposal). No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, locating or repairing existing private utilities or sprinkler lines, fencing, security, off-site disposal of spoils, nor site restoration are included (if needed). Current lead time on playground equipment production is running about 16 weeks.		

**Approved proposal and PO or 50% deposit required to proceed.**

SubTotal	\$ 171,120.69
Freight	\$ 8,845.00
Tax Rate(s)	N/A exempt
<b>TOTAL</b>	<b>\$ 179,965.69</b>

Date \_\_\_\_\_  
Authorizing Signature \_\_\_\_\_

Tax Rate(s)

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email jennifer@goplayplaygrounds.com</b></p>		
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Thank you for your consideration! Pricing is valid for 30 days.

# EDDIE ARAGON PARK PLAYGROUND OPTION #2

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**SURFACING  
Eddie Aragon  
PROPOSAL**

Customer	
Name	Town of Johnstown
Address	450 S Parish Ave
City	Johnstown State CO ZIP 80534
Phone	(970)481-9252

Misc	
Date	2/21/2024
Order No.	BSTTPIP1U
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
	<b><u>SITE PREPARAION</u></b> <i>(Removal and disposal of existing playground equipment, wood fiber surfacing and borders is quoted on the playground equipment proposal.)</i>		
1	Concrete curbing- form and finish 332 lf of 8" x 8" grey concrete curb with 3" notch (sub-surface) to accept PIP, includes materials and pump truck	\$20,565.00	\$ 20,565.00
1	Concrete flatwork- Form and pour (2) 8' x 6' bench pads and (1) 30' L x 6' wide sidewalk (connecting to existing shelter) at 4" thickness, grey with broom finish.	\$2,125.00	\$ 5,125.00
5520	Supply, install and compact 4" depth of stable aggregate base for poured-in-place surfacing, includes materials, delivery, installation and compaction.	\$2.50	\$ 13,800.00
	<b><u>POURED-IN-PLACE SURFACING</u></b>		
5520	Surface America PlayBound poured-in-place surfacing, 50% black/ 50% color speckle mix, variable fall height attenuation 5' - 8', standard binder, includes materials, delievery and installation.	\$16.75	\$ 92,460.00
	<i><b>Notes-</b> Pricing above is for the playground surfacing and preparation only and does not include playground equipment (see separate proposal). No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, fencing, security, drainage, nor site restoration included (if needed). Poured-in-place surfacing and concrete installation are weather dependent and is not typically scheduled between the months of December-Februrary. No cold weather blankets or chemicals included with concrete pricing (can be added for additional fee). Forms can leave voids in concrete after removal. It is typical for concrete to crack and it does not effect the integrity of the concrete. Control joints will be cut to attempt to direct cracking, and cracks outside of control joints can be chased and sealed within 30 days of needed. Go Play is not responsible for any cracking due to expansive soils or settling. Pricing assumes adequate access to site for large installation machinery (minimum 6' wide access path needed).</i>		
		<b>SubTotal</b>	<b>\$ 131,950.00</b>
		Freight	N/A
		Tax Rate(s)	N/A exempt
		<b>TOTAL</b>	<b>\$ 131,950.00</b>

*Approved proposal and PO or 50% deposit required to proceed.*

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email <a href="mailto:jennifer@goplayplaygrounds.com">jennifer@goplayplaygrounds.com</a></b></p>		
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*Thank you for your consideration! Pricing is valid for 30 days.*



EDDIE ARAGON PARK  
PLAYGROUND OPTION #2



Town of Johnstown Eddie Aragon Park Opt.  
2

STRUCTURE SP072023-056 • QUOTE QU00267044

**Color Key**

Post: Sky Blue  
Post Cap: White  
Metal: Spring Green  
Plastic: Orange

Panel: Spring Green  
San. Panel: Spr Grn/White  
Deck: Brown  
Fabric: Rivergum Green

Proudly Presented By:





EDDIE ARAGON PARK  
PLAYGROUND OPTION #2



Town of Johnstown Eddie Aragon Park Opt.  
2

STRUCTURE SP072023-056 • QUOTE QU00267044

**Color Key**

Post: Sky Blue  
Post Cap: White  
Metal: Spring Green  
Plastic: Orange

Panel: Spring Green  
San. Panel: Spr Grn/White  
Deck: Brown  
Fabric: Rivergum Green

Proudly Presented By:





# EDDIE ARAGON PARK PLAYGROUND OPTION #3

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 3**  
**Eddie Aragon**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	PAGE 1
Date	4/17/2024
Order No.	SRP279492
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
<b>PLAYGROUND EQUIPMENT</b>			
1	Superior FXT-5000 tower structure, 5" OD posts, ages 5-12	\$147,170.00	\$ 147,170.00
1	Superior PS3-72778 structure, 3.5" OD posts, ages 2-5	\$31,885.00	\$ 31,885.00
1	PA5-72677 Active Course	\$14,335.00	\$ 14,335.00
1	Superior Playgrounds set of (5) Lily Pad steppers	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds 2-bay Tri-Pod swing frame with 10' pivot, (4) belt seats	\$3,281.00	\$ 3,281.00
1	Superior Playgrounds 2-Bay 5" OD Arch Swing frame with (2) full-bucket seats and (2) ADA seats, 8' pivot	\$8,995.00	\$ 8,995.00
1	Superior Playgrounds Ascend Peak 14' Net RC-802SR	\$18,050.00	\$ 18,050.00
2	Superior Amenities 6' Regal bench with back, 3/4" #9 expanded metal design, inground mount	\$740.00	\$ 1,480.00
	<b>Go Play Local Discount valid on equipment as quoted above only. May not be combined with any other discounts or promotions.</b>	<b>30%</b>	<b>\$ (68,024.10)</b>
<b>INSTALLATION</b>			
1	Complete removal and disposal of existing playground equipment, wood fiber surfacing material and concrete borders.	\$15,950.00	\$ 15,950.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.		\$ 76,076.51
<i>Notes- Pricing above is for the playground equipment and installation only and does not include safety surfacing (see page 2 for surfacing and project total). Current lead time on custom playground orders runs about 20 weeks and may vary without further notice. Colors shown in illustrations if for example only. Customer selects preferred colors at time of order.</i>			

<b>Approved proposal and PO or 50% deposit required to proceed.</b>	SubTotal	\$ 250,749.41
	Freight	\$ 15,965.00
Date _____	Tax Rate(s)	N/A exempt
	<b>Page 1 Total</b>	<b>\$ 266,714.41</b>

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email jennifer@goplayplaygrounds.com</b></p>		
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Thank you for your consideration! Pricing is valid for 30 days.

# EDDIE ARAGON PARK PLAYGROUND OPTION #3

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**Option 3  
SURFACING  
Eddie Aragon  
PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	
	PAGE 2
Date	4/17/2024
Order No.	BSTTPIP1
Rep	JWW
FOB	

Qty	Description	Unit Price	TOTAL
	<b>SITE PREPARAION</b> <i>(Removal and disposal of existing playground equipment, wood fiber surfacing and borders is quoted on page 1 of the proposal.)</i>		
1	Concrete curbing- form and finish 460 lf of 8" x 8" grey concrete curb with 3" notch (sub-surface) to accept PIP, (2) bench pads and (1) 30' L x 6' wide sidewalk (connecting to existing shelter) a 4" thick with grey broom finish, includes pump truck.	\$37,630.00	\$ 37,630.00
8815	sf Supply, install and compact 4" depth of stable aggregate base for poured-in-place surfacing, includes materials, delivery, installation and compaction.	\$2.35	\$ 20,715.25
	<b>POURED-IN-PLACE SURFACING</b>		
8815	Surface America PlayBound poured-in-place surfacing, 50% black/ 50% color speckle mix, variable fall height attenuation 8' - 12', standard binder, includes materials, delivery and installation.	\$18.45	\$ 162,636.75
1	Graphic add-on- incorporate Johnstown "J" logo ino surfacing with 100% green / 100% yellow, approximately 400 sf overall size.		\$ 4,750.00
	<b>Notes-</b> See page 1 of proposal for playground equipment / installation. No permits, licenses, taxes, bonding, or associated fees are included. No turf protection, fencing, security, drainage, locating or repairing existing private utilities or sprinkler lines, exceptional digging conditions, nor site restoration included. Poured-in-place surfacing and concrete installation are weather dependent and is not typically scheduled between the months of December-Februrary. No cold weather blankets or chemicals included with concrete pricing (can be added for additional fee). Forms can leave voids in concrete after removal. It is typical for concrete to crack and it does not effect the integrity of the concrete. Control joints will be cut to attempt to direct cracking, and cracks outside of control joints can be chased and sealed within 30 days of needed. Go Play is not responsible for any cracking due to expansive soils or settling. Pricing assumes adequate access to site for large installation machinery (minimum 6' wide access path needed).		

**Approved proposal and PO or 50% deposit required to proceed.**

SubTotal	\$ 225,732.00
Page 1 total	\$ 266,714.41
Tax Rate(s)	N/A exempt
<b>PROJECT TOTAL</b>	<b>\$ 492,446.41</b>

Date \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

**Contact : Go Play Phone (970) 420-6796**  
**Go Play email [jennifer@goplayplaygrounds.com](mailto:jennifer@goplayplaygrounds.com)**

Thank you for your consideration! Pricing is valid for 30 days.



EDDIE ARAGON PARK  
PLAYGROUND OPTION #3

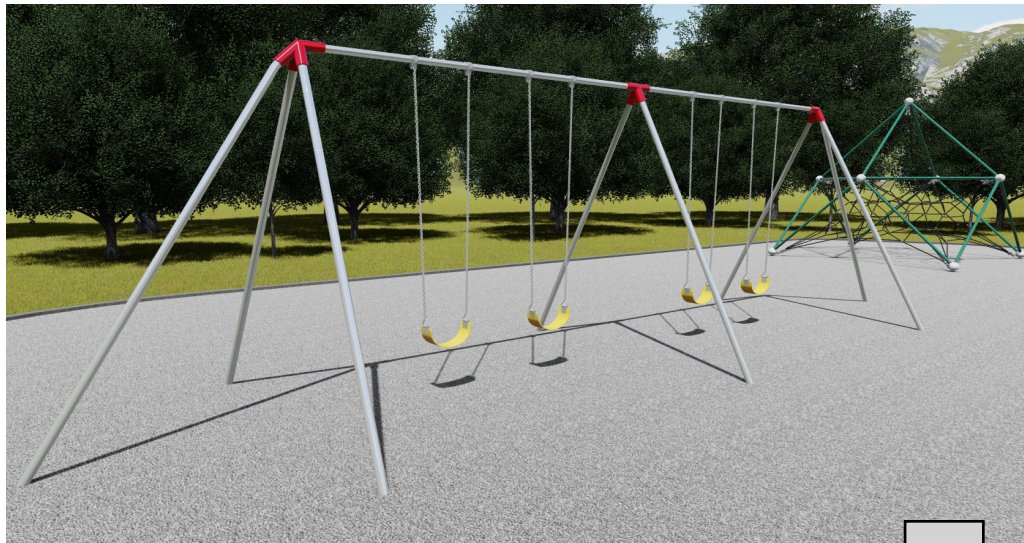
Item #14.





EDDIE ARAGON PARK  
PLAYGROUND OPTION #3

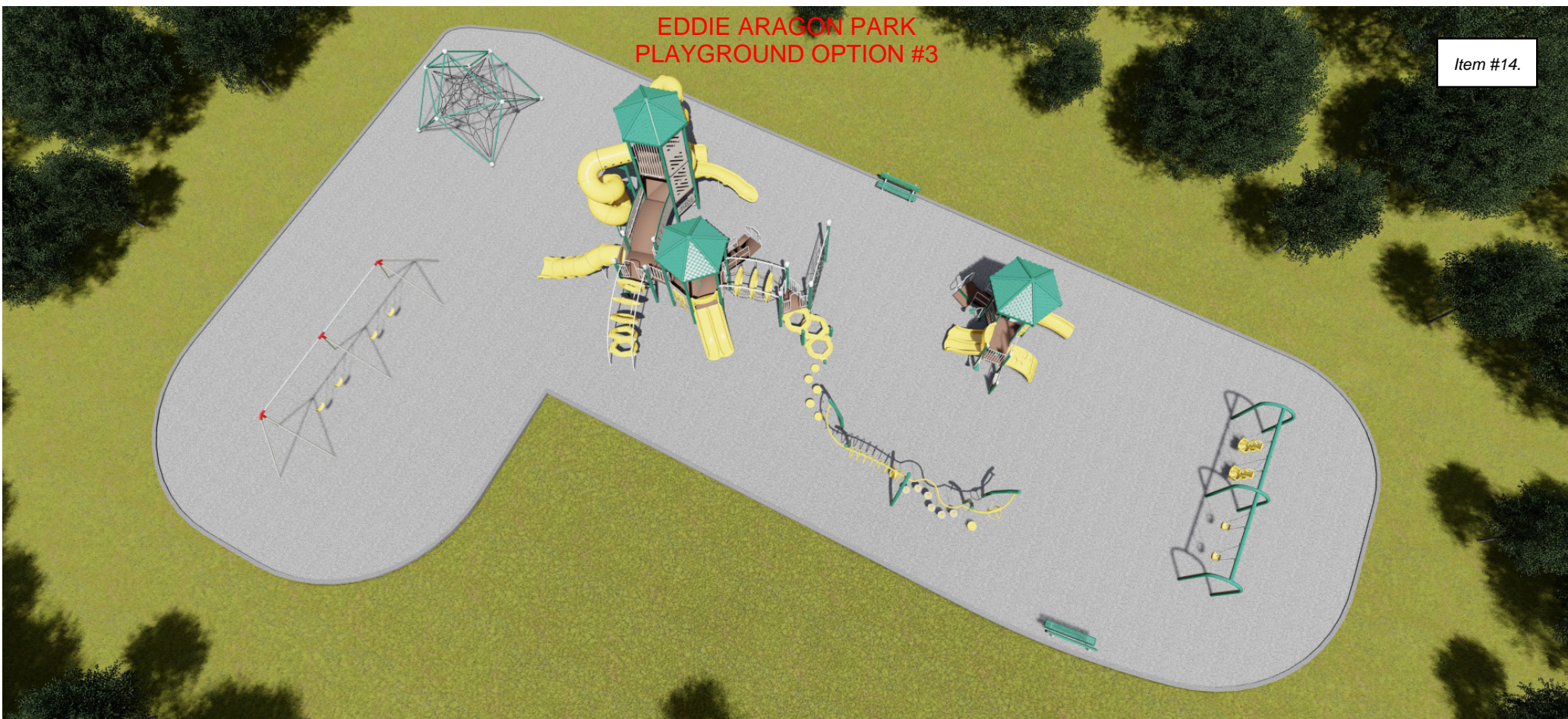
Item #14.





EDDIE ARAGON PARK  
PLAYGROUND OPTION #3

Item #14.





# WEST LAKE PARK PLAYGROUND OPTION #1

Item #14.








Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 1  
West Lake Park  
PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	
Date	3/11/2024
Order No.	SRP279378
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
<b>PLAYGROUND EQUIPMENT</b>			
1	Superior PS5-72000 structure, 5" OD posts, ages 5-12 	\$137,102.00	\$ 137,102.00
1	Superior Ascend Peak 14' Net RC-802SR 	\$18,050.00	\$ 18,050.00
1	Superior Playgrounds Tea Cup Spinner 	\$3,033.00	\$ 3,033.00
1	Superior Playgrounds 1-Bay Tri-Pod Swing Frame with 10' pivot and (2) belt seats. 	\$2,025.00	\$ 2,025.00
1	Superior Playgrounds 2-Bay Bi-Pod Swing frame with 8' pivot height, (2) full-bucket seats and (2) inclusive ADA seats. 	\$4,630.00	\$ 4,630.00
	<b>Go Play Local Discount</b> valid on equipment as quoted above only. May not be combined with any other discounts or promotions.	<b>28%</b>	<b>\$ (46,155.20)</b>
<b>INSTALLATION</b>			
1	Complete removal and disposal of existing playground equipment and 6951 sf of wood fiber surfacing material up to 12" depth.	\$22,925.00	\$ 22,925.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.		\$ 55,647.20
<b>SURFACING - Poured-In-Place</b>			
6951	sf supply, install and compact 9" compacted depth of stable base material for poured-in-place surfacing, compacted in 4" lifts.	\$5.12	\$ 35,589.12
6951	sf Surface America PlayBound poured-in-place surfacing, 50% black / 50% color speckle mix, standard binder, 8' fall height attenuation, includes materials, delivery and installation.	\$17.70	\$ 123,032.70
<b>Notes-</b> No permits, licenses, taxes, bonding, nor associated fees are included (if applicable). No turf protection, locating or repairing existing private utilities or sprinkler lines, fencing, security, off-site disposal of spoils, unusual digging conditions, nor site restoration are included (if needed). Assumes adequate access to site for large installation machinery (minimum 6' wide access path required). Current lead time on playground equipment production is running 12 weeks. (16 weeks on Ascend Climbers) and may vary without further notice.			

Approved proposal and PO or 50% deposit required to proceed.

SubTotal	\$ 355,878.82
Freight	\$ 11,475.00
Tax Rate(s)	N/A exempt
<b>TOTAL</b>	<b>\$ 367,353.82</b>

Date \_\_\_\_\_

Tax Rate(s)

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only



Contact : Go Play Phone (970) 420-6796  
Go Play email jennifer@goplayplaygrounds.com



Thank you for your consideration! Pricing is valid for 30 days.





## Town of Johnstown West Lake Park-Opt 1

STRUCTURE SP022024-108 • QUOTE QU00279378

*Design is for illustration purposes only and colors may vary.*

Proudly Presented By:

**GoPlay**  
PARKS & PLAYGROUNDS





## Town of Johnstown West Lake Park-Opt 1

STRUCTURE SP022024-108 • QUOTE QU00279378

*Design is for illustration purposes only and colors may vary.*

Proudly Presented By:

**GoPlay**  
PARKS & PLAYGROUNDS



# WEST LAKE PARK PLAYGROUND OPTION #2

Item #14.



Go Play, Inc.  
9916 County Road 48 1/2  
Milliken, CO 80543

**OPTION 2**  
**West Lake Park**  
**PROPOSAL**

Customer			
Name	Town of Johnstown		
Address	450 S Parish Ave		
City	Johnstown	State	CO ZIP 80534
Phone	(970)481-9252		

Misc	
Date	4/10/2024
Order No.	SRP279423
Rep	JVW
FOB	

Qty	Description	Unit Price	TOTAL
<b>PLAYGROUND EQUIPMENT</b>			
1	Superior FXT-50025 Tower structure, 5" OD posts, ages 5-12.	\$60,860.00	\$ 60,860.00
1	Superior Ascend 13' Tower RC-101SR	\$13,410.00	\$ 13,410.00
1	Superior Playgrounds PS5-72777 ages 5-12	\$97,160.00	\$ 97,160.00
1	Superior Playgrounds 3-Bay 5" OD Arch Swing frame 8' pivot height, with (2) belt seats, (2) full-bucket seats and (2) inclusive ADA seats.	\$11,830.00	\$ 11,830.00
1	Superior Playground Rockface Climber	\$4,910.00	\$ 4,910.00
1	Superior Playgrounds set of (5) Lily Pad Steppers	\$1,551.00	\$ 1,551.00
1	Superior Playgrounds Zig Zag Balance Beam	\$722.00	\$ 722.00
	<b>Go Play Local Discount</b> valid on equipment as quoted above only. May not be combined with any other discounts or promotions.	<b>28%</b>	<b>\$ (53,324.04)</b>
<b>INSTALLATION</b>			
1	Complete removal and disposal of existing playground equipment and 6951 sf of wood fiber surfacing material up to 12" depth.	\$22,925.00	\$ 22,925.00
1	Complete installation of equipment listed above by CPSI certified installer including one mobilization to the site.		\$ 64,096.19
<b>SURFACING - Poured-In-Place</b>			
6951	sf supply, install and compact 9" compacted depth of stable base material for poured-in-place surfacing, compacted in 4" lifts.	\$5.12	\$ 35,589.12
6951	sf Surface America PlayBound poured-in-place surfacing, 50% black / 50% color speckle mix, standard binder, variable 6' - 10' fall height attenuation, includes materials, delivery and installation.	\$17.70	\$ 123,032.70
<i><b>Notes:</b> No permits, licenses, taxes, bonding, nor associated fees are included (if applicable). No turf protection, locating or repairing existing private utilities or sprinkler lines, fencing, security, off-site disposal of spoils, unusual digging conditons, nor site restoration are included (if needed). Assumes adequate access to site for large installation machinery (minimum 6' wide access path required). Current lead time on playground equipment production is running 20 weeks on custom equipment and 12 weeks on standard, but may vary without further notice.</i>			

**Approved proposal and PO or 50% deposit required to proceed.**

SubTotal	\$ 382,761.97
Freight	\$ 13,225.00
Tax Rate(s)	N/A exempt
<b>TOTAL</b>	<b>\$ 395,986.97</b>

Date \_\_\_\_\_

Tax Rate(s) \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Tax Exempt # 98-03492

Office Use Only

	<p><b>Contact : Go Play Phone (970) 420-6796</b> <b>Go Play email <a href="mailto:jennifer@goplayplaygrounds.com">jennifer@goplayplaygrounds.com</a></b></p>		
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Thank you for your consideration! Pricing is valid for 30 days.



WEST LAKE PARK  
PLAYGROUND OPTION #2

Item #14.





WEST LAKE PARK  
PLAYGROUND OPTION #2

Item #14.



Structure: FXT-50025  
Age: 5-12 / Series: Tower / Access: Transfer / Fall Height: 10ft

Preliminary Concept 116 jn

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

WEST LAKE PARK  
PLAYGROUND OPTION #2

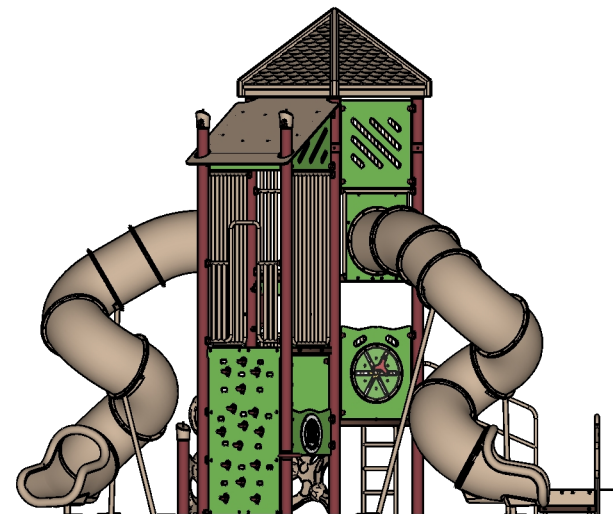
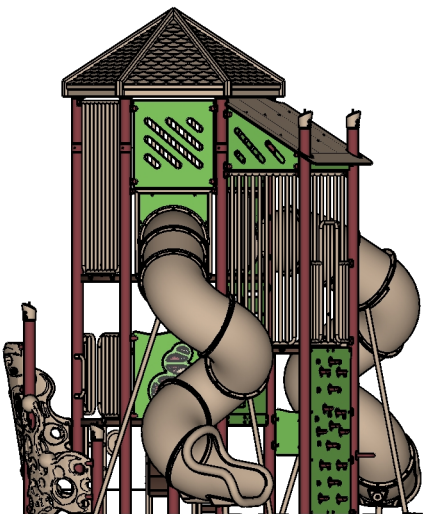
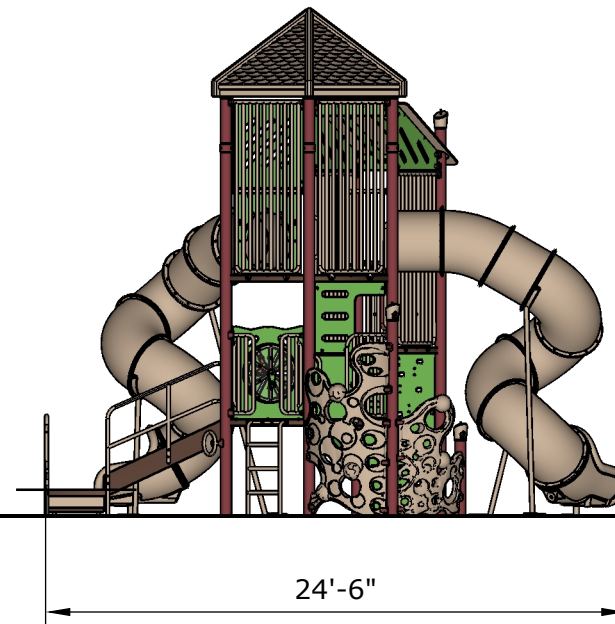
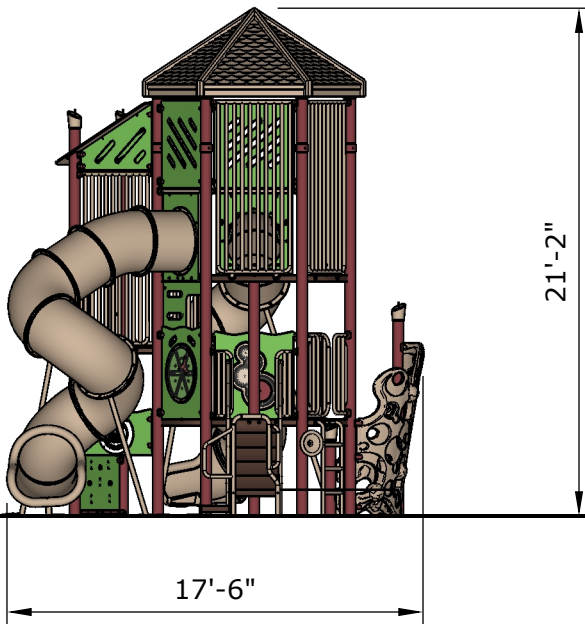
Item #14.





WEST LAKE PARK  
PLAYGROUND OPTION #2

Item #14.



All Elevations from Finished Surfacing

Ages	Capacity	Use Zone	Max Deck Height	Actual Size	Timber Count	Elevated Activities
5-12	62	37'x30'	10'	25'x18'	29	7

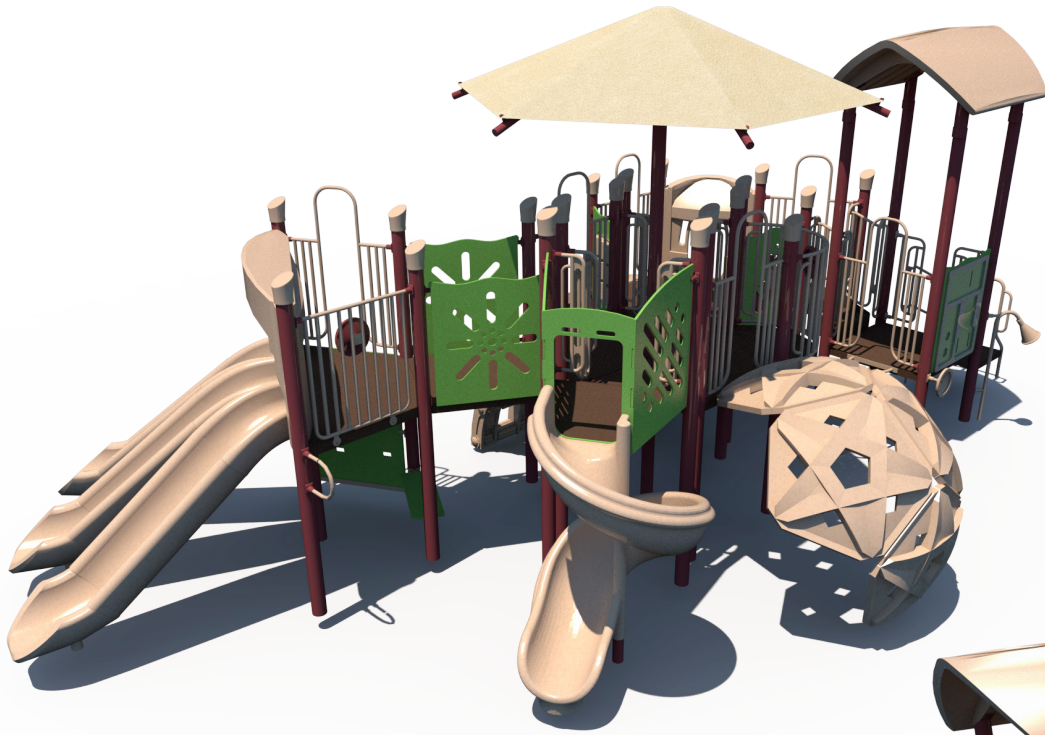
Scale: 1/8" = 1'



	Ground-Level Play Components on Accessible Route	Types of Ground Level Play Components on Accessible Route
Required	3	3
Provided	3	3

WEST LAKE PARK  
PLAYGROUND OPTION #2

Item #14.



Structure: PS5-72777  
Age: 2-12 / Series: 5" Steel / Access: Transfer / Fall Height: 72"

Preliminary Concept 119 jn

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion



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

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Contract Amendment with Burns & McDonnell Engineering Company, Inc., Water Treatment Plant Design Contract for Work Authorization 1 & 2 Engineering Construction Services

**ACTION PROPOSED:** Consider Approving the Contract Amendment With Burns & McDonnell Engineering Company, Inc.

**ATTACHMENTS:** 1. Contract Amendment No. 6 Engineering Construction Services

**PRESENTED BY:** Ellen Hilbig, Utilities Director

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### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to approve a Contract Amendment in the amount of \$882,022 with the Town’s Design Engineer, Burns & McDonnell (B&M) Engineering Company, Inc., for the performance of Engineering Construction Services on the awarded Water Treatment Plant early construction Work Authorizations 1 and 2.

At the October 16, 2023, Town Council meeting, the Town awarded two early work packages, Work Authorization 1 (\$9,807,537) for early construction activities and Work Authorization (\$22,543,126) for early equipment procurement packages. The goal in issuing these two early work packages ahead of the full construction amount was to allow for the Contractor to start critical construction work in the low water usage season in advance of receiving the final design and pricing.

The approval of the Work Authorizations also identified a need to approve additional scope of work for the Town’s Design Engineer on the project, Burns & McDonnell, to review submittals, respond to RFI’s, and support the Contractor during construction/procurement of Work Authorizations 1 and 2. The scope of the engineering construction services involves quality assurance/quality control, construction/contract administration, and an onsite resident project representative.

Below is a summary of total project expenses to date. The Town anticipates additional funds will need to be allocated for the following items: contract for final construction package with MWH Constructors, contract for engineering construction services for the final construction package with Burns & McDonnell, contract with Xcel for onsite electrical & transformer, contract for materials testing services, contract for additional SCADA services and owners contingency.

**Project Expenses to Date:**

B&M Engineering Design (9-8-21)	\$3,495,382
B&M Pilot Study (9-8-21)	\$831,280
Owners Representative Contract (7-6-22)	\$460,700
MWH CMAr Services (2-6-23)	\$229,080
Membrane Equipment Selection (2-13-23)	\$130,000
MWH Early Construction WA1(10-16-23)	\$9,807,537
MWH Early Construction WA2 (10-16-23)	\$22,543,126
XCEL Offsite Improvements (3-18-24)	\$571,434
B&M Eng Construction Services WA1 & 2	<u>\$882,022</u>
Total	\$38,950,561

**STRATEGIC PLAN ALIGNMENT:**

- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities, and equipment*

**LEGAL ADVICE:**

Contract Amendment template approved by Town Attorney

**FINANCIAL ADVICE:**

The Town budgeted \$30 million in 2024 for the Water Treatment Plant project and will be required to appropriate project funding to cover total project costs in budget years 2025 & 2026.

**RECOMMENDED ACTION:** Staff supports approval of the Contract Amendment for Engineering Construction Services with Burns & McDonnell Engineering Company, Inc. in the amount of \$882,022.

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**SUGGESTED MOTIONS:**

**For Approval:** I Move to Approve the Contract Amendment for Work Authorization 1 & 2 Engineering Construction Services with Burns & McDonnell Engineering Company, Inc. in the Amount of \$882,022.

**For Denial:** I Move to Deny the Contract Amendment for Engineering Construction Services

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager



This is **EXHIBIT K**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 17, 2021.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 06**

The Effective Date of this Amendment is: April 3, 2024.

**Background Data**

Effective Date of Owner-Engineer Agreement: September 9, 2021

Owner: Town of Johnstown, Colorado

Engineer: Burns & McDonnell Engineering Company, Inc.

Project: Johnstown Water Treatment Plant Design

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

**Scope of Services**

The following tasks summarize the scope of services for engineering construction phase services for the Water Treatment Plant expansion.

The scope of services is based on the construction agreement between the Town (Owner) and MWH Constructors Inc. (Contractor), as presented to Town Council on October 16, 2023. The schedule is based on that provided by MWH Constructions dated March 15, 2024:

- Notice to Proceed, Work Authorization 1 – December 8, 2023
- Substantial Completion – December 28, 2026
- Construction Duration – 159 weeks (38 months)

The scope of services shall be completed within 38 months and are based on the Contractor achieving Substantial Completion in that timeframe. If the Contractor does not achieve Substantial Completion and the Engineer has performed the scope of services, this shall be considered as additional services, and Engineer will request additional time/cost for completion.

### **TASK SERIES 2000 – CONSTRUCTION ADMINISTRATION SERVICES**

The Scope of Services described herein represents the Engineer's professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer's construction administration services will in no way relieve the Contractor(s) of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of Contractor, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of Contractor to perform the work in accordance with their Contract Documents. Notwithstanding the foregoing, if Engineer becomes aware of any deficiencies or defects in the work, or any lack of conformity of the work to the drawings and specifications, Engineer will bring such deficiencies, defects, or lack of conformity to Owner's attention.

Insofar as job site safety is concerned, Engineer is only responsible for its employees' activities on the job site, and this shall not be construed to relieve Owner or any Contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the Contractors are solely responsible for job site safety, and this intent shall be made evident in Owner's agreement with all Contractors. Owner and Engineer shall be made additional insureds under the Contractors' general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the design documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the design documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Engineer does thereby represent that, based on Engineer’s evaluation of the work and the data comprising the Contractor’s Application for Payment, that, to the best of Engineer’s knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the design documents, that the Contractor is entitled to payment in the amount certified by Contractor, and that Engineer knows of no legitimate reason that such payment or any part thereof may or should be withheld.

Construction will be administered through three (3) Work Authorizations (WA):

- 1. WA1 – Early Site Work: Includes mobilization, site preparation, stormwater control and dewatering. Includes relocation of existing raw and treated piping during low water demand season 2023/2024 to create construction areas for proposed facilities on the project’s critical path (i.e., the new Treatment Building). Includes deep foundations for proposed Treatment Building (Membrane Feed Pump Station Wet Well).

Issued for Construction documents:	December 2023
Completion of Yard Pipe and Site Work:	August 2024
Completion of Concrete/Structural:	October 2024

- 2. WA2 – Early Procurement Supply Packages: Includes membrane filtration system, GAC system, vertical turbine pumps, emergency generators, and electrical switchgear.

Issued for procurement specifications:	December and January 2024
Submittal review:	January to October 2024
Notice to proceed for equipment packages:	January to October 2024

- 3. WA3 – Balance of Work: Includes supply, installation, startup and testing of the remaining project scope.

Issued for Construction documents:	May 2024
Mobilization with WA1 above.	
Start-up and testing:	April 2026
Substantial Completion:	December 2026

This scope of services covers WA1 and WA2 only, starting in December 2023 and ending October 31, 2024. This represents forty-seven (47) weeks of the total construction duration of one hundred fifty-nine (159) weeks.

A separate scope of services for WA3 will be submitted once the Owner and Contractor reach agreement on the balance of work.

#### **Task 2001 – Overall Project and Construction Administration**

This task includes office administrative tasks to be performed throughout the construction phase, including:

- Receive and review submittals provided by the Contractor in accordance with the Issued for Construction design documents. Maintain and transmit reviewed documents to the Owner's project manager.
- Provide the Owner's project manager with observations regarding defects or deficiencies in the Contractor's work relating to compliance with Issued for Construction design documents.
- Preparation of Engineer's monthly invoices and cover sheet.

This represents forty-seven (47) weeks of the total construction duration of one hundred fifty-nine (159) weeks.

#### **Task 2002 – Pre-Construction Conference**

Engineer will prepare the pre-construction conference agenda, attend, and run the meeting, and take, prepare, and distribute meeting minutes. It is anticipated that the pre-construction meeting will be in-person and attended by the Owner, the Contractor's project manager and the Engineer's project manager, process engineer, and resident project representative.

#### **Task 2003 – Construction Progress Meetings**

Engineer will attend meetings for 47-weeks construction period for WA1 and WA2 on a weekly basis. It is anticipated that the construction meetings will be attended by the Owner's project manager, the Contractor's project manager, the Engineer's project manager, the Engineer's project engineer, and the Engineer's resident project representative. The Engineer's project manager will attend 25% of the meetings in-person and 75% remotely. The Engineer's project engineer will attend all meetings remotely. The Engineer's resident project representative will attend the meetings in-person. The resident project representative hours are included in Task 2101. The level of effort assumes that every other meeting may also be attended by one (1) of the Engineer's support disciplines remotely. Labor assumptions for project manager, project engineer, and support disciplines are a total of two (2) hours per remote meeting. Labor assumptions assume that the in-person meetings for the project manager will coincide with Task 2004.



**Task 2004 – Periodic Site visits by Project Manager or Project Engineer**

This includes one (1) site visit per month for one (1) discipline engineer and two (2) site visits per month for either the project manager or engineer for the first 47 weeks of the 159-week construction period. Each site visit is assumed to be eight (8) hours in duration, including travel.

**Task 2005 – Answer Contractor’s Question through written RFI Process**

Engineer will provide formal written responses to RFI’s to the Contractor and the Owner. This includes written response to fifty (50) RFI’s with a review, determination, and response time of approximately four (4) hours per RFI.

**Task 2006 – Submittal and Resubmittal Reviews**

Engineer will review submittals for the project and provide a response and status for each submittal. This task assumes one hundred (100) different submittals from the Contractor, exclusive of those included in the early procurement task (Task Series 700). This task assumes each submittal will require an average of two (2) hours review and response time for the first submittal and one (1) hour for resubmittals (one resubmittal per submittal).

**Task 2007 – Change Management**

At the request of the Owner’s project manager, Engineer will review Contractor’s requests for Contract Amendments, Work Authorizations, Change Order, Work Change Directive or Field Orders and provide a summary of their review and/or recommendations to the Owner. The Engineer’s review will be focused on whether or not the scope associated with the change order should have been originally contemplated and included in the Contractor’s scope. This task assumes one (1) Contract Amendment, one (1) Work Authorizations (in addition to the existing WA1 and WA2), ten (10) total Change Orders and Work Change Directives and sixteen (16) Field Orders. Labor estimates are based on an average review and response time of forty (40) hours per Contract Amendment and Work Authorization and twenty (20) hours per Change Order, Work Change Directive and Field Order.

**Task 2008 – Applications for Payment**

Engineer will review Contractor’s monthly applications for payment. Task includes a cursory review of supporting documents against worksite progress, coordination with Contractor and approval by Owner. This task assumes a total eleven (11) pay applications for the duration of the project at an average review time of four (4) hours each, based on a review of a Schedule of Values in a lump sum compensation method. More effort will be required if the project remains open book and does not convert to a lump sum.

**Task 2009 – Substantial Completion Inspection and Punchlist**

Excluded from this scope of work for WA1 and WA2 only.

**Task 2010 – Final Completion Inspection and Punchlist**

Excluded from this scope of work for WA1 and WA2 only.

## TASK SERIES 2100 – RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES

### Task 2101 – Full-Time Resident Project Representative

Engineer will provide a Resident Project Representative (RPR) or field engineer to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. It is estimated that the RPR or field engineer will be on site for one hundred twenty-one (121) of the one hundred fifty-nine (159) week construction period. The RPR is not required for the first twelve (12) weeks as the contractor prepares to mobilize and works on procurement and subcontracting items.

- Phase 1 – Part Time (March 1 to June 30, 2024): The RPR or field engineer will be onsite for an estimated 2-days per week for the next seventeen (17) weeks during work included in WA1 to witness work that will be buried. Exposed work that will not be buried, as work progresses, will be observed by the RPR when onsite during phase.
- Phase 2 – Full Time (July 1, 2024, to October 31, 2024): The RPR or field engineer increases time to 5-days per week starting with the preparation of the subgrade for the Membrane Feed Pump Station wet well for seventeen (17) weeks.
- Phase 3 – Part Time: Excluded from this scope of work for WA1 and WA2 only.

It is assumed the RPR or field engineer effort is 8 hours each day, including travel time. The effort is based on a 5-day work week.

The RPR will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Examine and review delivered and on-site materials for conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the Owner on a weekly basis.
- Provide construction photos of construction activities.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Participate with Contractor and Owner regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.

- Advise Project Engineer and Contractor immediately of any work requiring shop drawing review prior to work commencement.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is accurately documenting field changes to the work in a common set of drawings/specifications.
- Conduct special inspections of the following:
  - Reinforced steel
  - Anchors cast in concrete
  - Anchors post installed in concrete
  - Concrete mix design
  - Concrete placement
  - Inspection of formwork
  - Subgrade preparation
  - Welding
  - Masonry construction
  - Mortar and grout placement
  - Open web steel joist installation
- The following special inspections will be provided by the Contractor and are not the responsibility of Engineer:
  - Fabricate specimens for strength, perform slump, air content and temperature.
  - Verification and inspection of soils by the geotech.
  - Verification of f'm
  - Verifications of grout and mortar are in compliance with the specifications
  - Structural steel welding

#### **Task 2102 – Start-Up Coordination Meetings**

Excluded from this scope of work for WA1 and WA2 only.

#### **Task 2103 – Start-up Assistance**

Excluded from this scope of work for WA1 and WA2 only.

#### **Task 2104 – Equipment Operations Training Assistance**

Excluded from this scope of work for WA1 and WA2 only.

**TASK 2200 SERIES – PROJECT CLOSE OUT**

**Task 2201 – Compile O&M Manual**

Excluded from this scope of work for WA1 and WA2 only.

**Task 2202 – Prepare and Furnish Conforming to Construction Records**

Excluded from this scope of work for WA1 and WA2 only.

**Task 2203 – Project Closeout**

Excluded from this scope of work for WA1 and WA2 only.

**Task 2204 – Warranty Period Support**

Excluded from this scope of work for WA1 and WA2 only.

**Task 2205 – Correction Period Site Walks**

Excluded from this scope of work for WA1 and WA2 only.

Agreement Summary (Basic Services):

Original Agreement:	\$2,059,442
Net Change for Prior Amendments:	\$1,435,940
This Amendment Amount:	\$ 882,022
Adjusted Agreement Amount:	\$4,377,404*
Change in Time of Services	147 days
(Days or Date, As Applicable):	October 31, 2024

\* Basic Services only. Excludes approved Additional Services of \$831,280.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.



Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER:

ENGINEER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Town of Johnstown  
Water Treatment Plant Expansion from 5 to 12.0 mgd

Amendment 06 - Work Breakdown Structure and Fee Schedule - Construction Phase Services

Activity	Project Manager	Quality Control	Project Engineer	Asst. Project Engineer	Structural	Architectural	Civil	Mechanical	Electrical, Instrumentation & Controls	Construction	CAD / Designer	Fire Protection	Field Representation	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Pugh	Schaefer	Huth	Wetz	Kienholz	Dalglish Lang	Strobel Lee	Olsen	Patwari Elliott	Kuntz Waddell	Mimiaga	Ginsburg DeGroff	Thompson	Hours	Cost	Direct	Cost	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
<b>TASK SERIES 2000 - Construction Administration Services</b>																		
2001 - Overall Project and Construction Administration	100		100											200	\$58,170	\$2,330		\$ 60,500
2002 - Pre-Construction Conference	6		4	4									4	18	\$4,918	\$283		\$ 5,201
2003 - Progress Meetings (Weekly)	120		60	30	20	16	24		30					300	\$83,557	\$9,571		\$ 93,128
2004 - Periodic Site Visits by PM or PE	100		50	50	30	20	10	10	50			20		340	\$93,587	\$8,548		\$ 102,135
2005 - Answer Contractor Questions Through Written RFI Process	24		40	60	20	10	40	10	24					198	\$51,393	\$2,060		\$ 53,453
2006 - Submittal and Resubmittal Review	20		30	60	40	40	40	20	50			20		320	\$84,137	\$3,370		\$ 87,507
2007 - Change Management	40		80	90	60	20	20	20	90		40	20		480	\$123,113	\$4,920		\$ 128,033
2008 - Pay Applications	20		20											40	\$11,634	\$470		\$ 12,104
2009 - Substantial Completion Inspection & Punchlist														0	\$0	\$0		\$ -
2010 - Final Completion Inspection & Punchlist														0	\$0	\$0		\$ -
<b>Sub-Total Series 2000</b>	<b>430</b>	<b>0</b>	<b>384</b>	<b>294</b>	<b>170</b>	<b>106</b>	<b>104</b>	<b>60</b>	<b>244</b>	<b>0</b>	<b>40</b>	<b>60</b>	<b>4</b>	<b>1,896</b>	<b>\$510,508</b>	<b>\$31,552</b>	<b>\$0</b>	<b>\$542,060</b>
<b>TASK SERIES 2100 - Resident Project Representative &amp; Start Up Services</b>																		
2101 - Resident Project Representative x 8 hour days																		
Phase 1 - Part Time (2 days per week for 26 weeks)													280	280	\$79,240	\$10,462		\$ 89,702
Phase 2 - Full Time (5 days per week for 87 weeks)													700	700	\$198,100	\$52,160		\$ 250,260
Phase 3 - Part Time (2 days per week for 18 weeks)													0	0	\$0	\$0		\$ -
2102 - Start Up Coordination Meetings														0	\$0	\$0		\$ -
2103 - Start-Up Assistance																		
1 - DAF Start Up Support														0	\$0	\$0		\$ -
2 - Ultrafiltration Start Up Support														0	\$0	\$0		\$ -
3 - GAC Start Up Support														0	\$0	\$0		\$ -
4 - Pumping Systems Start Up Support														0	\$0	\$0		\$ -
5 - Electrical Power Systems Start Up Support														0	\$0	\$0		\$ -
6 - Control Systems Start Up Support														0	\$0	\$0		\$ -
7 - Chemical Systems														0	\$0	\$0		\$ -
2104 - Equipment Operations & Training Assistance														0	\$0	\$0		\$ -
<b>Sub-Total Series 2100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>980</b>	<b>980</b>	<b>\$277,340</b>	<b>\$62,622</b>	<b>\$0</b>	<b>\$339,962</b>
<b>TASK SERIES 2200 - Project Close Out</b>																		
2201 - Compile O&M Manual														0	\$0	\$0		\$ -
2202 - Conforming to Construction Drawings														0	\$0	\$0		\$ -
2203 - Project Close Out														0	\$0	\$0		\$ -
2204 - Warranty Period Support														0	\$0	\$0		\$ -
2205 - Correction Period Site Walks														0	\$0	\$0		\$ -
<b>Sub-Total Series 2200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Project Subtotals</b>	<b>430</b>	<b>0</b>	<b>384</b>	<b>294</b>	<b>170</b>	<b>106</b>	<b>104</b>	<b>60</b>	<b>244</b>	<b>0</b>	<b>40</b>	<b>60</b>	<b>984</b>	<b>2876</b>	<b>\$787,848</b>	<b>\$94,174</b>	<b>\$0</b>	<b>\$882,022</b>
<b>Project Total</b>																		<b>\$882,022</b>

- Notes:**
- Expected active construction period is expected to last 38 months, per MWH Constructor's schedule dated March 15, 2024.
  - Refer to the attached scope of work for phased RPR and office staff site visits.
  - Construction document control through MWH Constructor's web interface. Construction document control software charges are excluded.
  - For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
  - The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
  - The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.































































































































# Downtown Masterplan Project

Town Council Meeting | May 6, 2024



# Purpose of the Project

- ▶ The Town of Johnstown and Kimley-Horn will facilitate a community planning process that culminates in the development of a master plan for Downtown Johnstown
- ▶ Our adopted 2021 Comprehensive Plan states “expand the extents of downtown as development and redevelopment near the current core area is proposed, utilizing more urban design standards to encourage an active streetscape and mix of uses”.
  - ▶ *Pg. 65, Strategy W2.2. The creation and adoption of a masterplan is a goal/strategy as recommended in the Comp. Plan*
- ▶ The masterplan will focus on several identified issues and opportunities in the downtown. However, since this is a community led effort, we expect to adjust the list as community feedback is received.

# Project Timeline

- ▶ RFP issued by Town Staff on Thursday, December 14, 2023
- ▶ RFP closed on Thursday, January 18, 2024
  - ▶ A total of 8 RFP's were received
- ▶ Town Council awarded the contract to Kimley-Horn on February 5, 2024
  - ▶ Total contract award amount not to exceed \$100,000, as was budgeted and approved in the 2024 Town Budget
- ▶ Town Staff is currently working with Kimley-Horn on developing several concept plans to show to the community and Council. Plans and general high-level concepts are planned to be shared with the Council to gain feedback and support prior to introducing concepts to the Community to ensure internal support of the general concepts and ideas.



# What The Downtown Masterplan Will Address

## Issues

- ▶ Need for a unified vision for downtown that incorporates the newly adopted downtown brand and wayfinding signage
- ▶ Physical expansion of downtown, including incremental redevelopment of industrial park and development of newly annexed parcels
- ▶ Parking system management
- ▶ Aging streetscape / streetscapes not conducive to downtown expansion
- ▶ Lack of public gathering spaces downtown & outdoor dining
- ▶ Lack of pedestrian safety and connectivity
- ▶ Event management
- ▶ Attraction of retail and entertainment-based businesses that activate the corridor for daytime and nighttime use
- ▶ Improvements to East Parish Avenue alleyway
- ▶ Consider creating a traffic detour to minimize heavy vehicle traffic on Parish Avenue

## Opportunities

- ▶ Incorporate Downtown Colorado Inc.'s Challenge Program work, which focused on developing strategies for existing brownfield sites in downtown, to ensure alignment of future redevelopment in the corridor.
- ▶ Planning for future uses and redevelopment in this area is a high priority for the Town since potential development projects are being contemplated which include the Held & Reider properties.



# Thank you

Questions?





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

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 6, 2024

**SUBJECT:** Downtown Façade Grant Program

**ACTION PROPOSED:** Consider adopting the proposed downtown boundary for the Downtown Façade Grant Program

**ATTACHMENTS:**

1. Exhibit Depicting Existing Boundary vs. Proposed Boundary
2. Downtown Façade Grant Program Description
3. Downtown Façade Grant Program Application

**PRESENTED BY:** Sarah Crosthwaite, Economic Development Manager

---

### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to update the existing downtown boundary that is utilized to determine eligibility for the Downtown Façade Grant Program. The current and proposed boundary modification are shown in the attached exhibit.

The newly proposed boundary extends further west to S. Denver Street, minimizes the northern boundary to N. 2<sup>nd</sup> Street, and minimizes the southern boundary to Molinar Street. The purpose for updating the boundary is to include existing commercial sites on Charlotte Street that are not a part of the current boundary such as the “Little House” restaurant. Additionally, the new boundary ensures consistency with the program rules which outline eligibility for only existing buildings. The current boundary included areas within the downtown corridor that do not have existing buildings and therefore would not be eligible for the façade grant. The new proposed boundary encompasses a total of 76.9 acres. No additional changes to the Façade Grant Program are being proposed currently. The proposed new boundary as previously mentioned is shown in the attached exhibit.

### LEGAL ADVICE:

*The Community that Cares*



N/A

**FINANCIAL ADVICE:**

N/A

**RECOMMENDED ACTION:** Staff supports approval of the newly proposed boundary and subsequent update to the Downtown Façade Grant program.

---

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the newly proposed downtown boundary for the Downtown Façade Grant Program.

**For Denial:** I move to deny the newly proposed downtown boundary for the Downtown Façade Grant Program.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager



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### DOWNTOWN FAÇADE GRANT PROGRAM CURRENT BOUNDARY VS. PROPOSED

Current Boundary



Proposed Boundary



The Community that Cares



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## DOWNTOWN FAÇADE GRANT PROGRAM DESCRIPTION

### PURPOSE

The Façade Grant Program is a reimbursement grant program provided to a business and/or property owner for the improvement of existing commercial buildings throughout the Downtown corridor (refer to blue boundary area map). The grant program is intended to serve as a catalyst for significant aesthetic improvements to eligible commercial properties in Downtown Johnstown. Eligible properties must be designated by the Weld County Assessor’s Office as “Commercial” prior to applying for the grant program and commercial use of the property must be permitted per the Town’s current Land Use Code.

The Town encourages and will prioritize catalytic façade improvements and renovation projects that include a combination of several of the following: structural façade improvements, paint, awnings, signs, addition of architectural detail to façade, façade tile or stone accents, decorative entry walkway area, outside dining with decorative fencing, outside decorative lighting, and new energy efficient windows. Larger projects that include multiple structures, owners, and businesses may also be prioritized.



### WHAT YOU NEED TO KNOW

- Façade grants are awarded on a 50/50 matching basis, with a maximum of \$10,000 per building/façade. A single building can only apply every 10 years for façade improvements that have been previously improved through grant funds.
- Signage grants are awarded on a 50/50 matching basis, with a maximum of \$1,000 per business. A single business can only apply once for the lifetime of the business.
- Owners of vacant buildings shall be eligible if the owner’s purpose is to rehabilitate the building to attract new commercial tenants.
- Façade and signage grant projects, including submission for proof of payment must be completed within 6 months or by December 31<sup>st</sup> of the same calendar year; whichever comes first. Extensions may be granted on a case-by-case basis. It is the responsibility of the applicant to request an extension. The Town aims to fund as many projects as



possible and will not earmark funds with applicants who are not completing their projects within the stated timeframe.

- If applicable, business must have a current business license on file prior to submitting a grant application. Grant applications WILL NOT be accepted without a business license on file with the Town Clerk office.
- All real property taxes must be paid in full.

## HOW TO APPLY

The applicant will complete and sign the application and submit all supporting documentation to the Economic Development Department at [scrosthwaite@johnstownco.gov](mailto:scrosthwaite@johnstownco.gov). PDF or digital scans of documents are preferred. Incomplete or partial submissions WILL NOT be accepted.

Submitting an application is not a guarantee of a grant award and the Town may terminate the Program at any time, for any reason, or when available funds are depleted. Please do not apply for the façade and/or signage grant if you plan to close or sell the business/property.

## REQUIRED DOCUMENTS

Please keep in mind each project is unique and additional documentation or details may be requested to assist Town Staff in reviewing your proposed project and application. At minimum, the following is required:

- Signed and completed application form
- Current W-9
- Plans, drawings, or renderings (as appropriate) of proposed renovations (scaled with dimensions)
- Color photographs of the existing conditions of the building; including the area for improvement
- Contractor and/or material bids (no more than 30 days old)

## REVIEW & AWARD PROCESS

The Town will review completed applications on a first-come, first-serve basis and award applicants at the sole discretion of the Town, based on the submitted documentation and any other factors the Town deems to be relevant. If an applicant is awarded grant funds, they will receive a grant award determination letter. The applicant may begin the project once a grant award determination letter and required Town permits and approvals have been issued. The Town may, but is not required to, provide a reason for any denial of an application or for the determination of the amount of the grant award. Grants are subject to availability of Town funds, based on the annual approved budget, and prior grant awards. Awarded applicants will have demonstrated the following in their submission:

- ✓ Improvements to the exterior appearance of a building

- ✓ Historical preservation that is appropriate and in compliance with the Downtown Design Guidelines
- ✓ Individual elements (i.e.- awning, signage, painting) may be deemed eligible, but more holistic and permanent façade, or building rehabilitation projects will be prioritized for funding (refer to program purpose)
- ✓ All projects must meet Town codes, standards, and regulations, and receive appropriate permits and approvals prior to commencement of the project.

## **ELIGIBLE & INELIGIBLE IMPROVEMENTS**

Eligible improvements include costs associated with the physical rehabilitation of the front facing exterior of the property. Exceptions regarding “front facing” can be made on a case-by-case basis. All renovation and rehabilitation projects must comply with and meet the intent of the Downtown Design Guidelines. Applicants interested in learning about the history of their building are encouraged to contact the Historic Parish House Museum via email at [jhscomuseum@gmail.com](mailto:jhscomuseum@gmail.com).

### ***Eligible Improvements:***

- Removal of false fronts and restoration of original storefronts (provide photos of historic storefront)
- Repair of cornices, soffits, and trim
- Repair or replacement of windows and doors with historically-compatible materials and design (preference will be given to energy efficiency upgrades)
- Repair of historically-appropriate façade materials
- Repair and stabilization of foundations, if related to façade improvements
- Installation or replacement of gutters
- Masonry repointing
- Repair or replacement of roofing with historically-appropriate materials
- New cloth or metal awnings
- Exterior painting of full façade(s)
- Demolition of non-historic or incompatible elements
- Alley entrances and façades, where the entrance is for public access
- New permanent signage that enhances Downtown character and streetscape
- Creation of outdoor space/patio
- Murals, if they are professionally done, provide an important aesthetic improvement, and DO NOT advertise and/or promote a specific business or service.
- Creation of ADA accessible customer entrances, not intended for private entrances or residences.
- Labor costs performed by a licensed contractor/business

***Ineligible Improvements:***

- Work undertaken due to normal wear and tear, including but not limited to: painting of doors, sills, or trim (unless part of a larger rehabilitation project), or roof replacement with asphalt shingles
- Routine or periodic maintenance; such as cleaning, touch-up painting, minor repairs, redecorating or purely cosmetic changes that do not enhance the property's character
- Soft costs and permit fees; such as appraisals, architectural, engineering or design fees, legal, accounting or realtor fees, loan fees, or sales and marketing
- Labor costs that are performed by the applicant
- New additions or enlargements, except as required by building or fire codes and/or outdoor spaces/patios.
- Outbuildings
- Skylights
- Security features
- Any work completed prior to grant award determination

**AWARD PAYMENT**

The applicant is responsible for contacting the Economic Development Department once the project is complete. The project, including submission for proof of payment must be completed within 6 months of the project date approval. The applicant must provide proof of payment (i.e., stamped paid invoices, cancelled checks, receipt of purchase) for all eligible improvements listed on the grant application. All improvements must fully follow the plans and renderings approved by the Town, and pass all applicable permit and other inspections by Town Staff. The applicant must also submit colored "after" photos of the improvements completed. If improvements are deemed in compliance, the applicant will receive a reimbursement check. Grant awards will only be revised if costs of improvements are less than what was awarded.





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**DOWNTOWN FAÇADE GRANT PROGRAM APPLICATION**

**REQUIRED DOCUMENTS** *(incomplete or partial submissions will not be accepted)*

- Signed and completed Program Application & W-9
- Color photos of existing conditions
- Plans/drawings/renderings, to scale with dimensions
- Contractor bids (no more than 30 days old)

**PROPERTY INFORMATION**

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

Business Name: \_\_\_\_\_ Business Open Date: \_\_\_\_\_

**APPLICANT INFORMATION**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PROPERTY OWNER INFORMATION** *(if different)*

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PROJECT**

I am applying for the following grant(s):       Façade Improvements       Signage

Please provide a short description of the proposed project and improvements:

---



---



---



---



---

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

*Project must be completed within 6 months of the project start date approval or by December 31<sup>st</sup> of the same calendar year; whichever comes first.*

**ITEMIZATION OF PROJECT COSTS (please attached additional sheets if needed)**

Description of cost	Cost estimate
<b>Total</b>	<b>\$</b>

**GRANT REQUEST**

Total cost of façade improvements (*attach bids*) \$ \_\_\_\_\_

**Grant amount requested** (*max 50% of total cost/ \$10,000*) \$ \_\_\_\_\_

Total cost of signage (*attach bids*) \$ \_\_\_\_\_

**Grant amount requested** (*max 50% of total cost / \$1,000*) \$ \_\_\_\_\_

**APPLICANT AND OWNER AUTHORIZATION**

*I hereby acknowledge that I have read the Program Description and meet the eligibility requirements. I understand my participation in the façade improvement grant program is contingent upon my full compliance with all requirements. I understand that I am responsible to provide matching funds for at least 50% of the total project costs and that awarded grant funds are paid following completion of the work and submission of verified receipts and/or invoices. I understand that I must adhere to all Town codes and design standards and receive required permits and approvals from the Town prior to commencement of the project. I also certify that if I am not the property owner that I have obtained approval from the property owner to complete the project improvements.*

**Applicant Signature:** \_\_\_\_\_

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

*I hereby authorize the applicant to carry out the improvements as detailed in the grant application form and contractor bids on my property.*

**Property Owner Signature (if different):** \_\_\_\_\_

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



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## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 6, 2024

**SUBJECT:** Termination of the Downtown Sign Project Contract

**ACTION PROPOSED:** Consider Termination of the Downtown Sign Project Contract

**ATTACHMENTS:** None

**PRESENTED BY:** Matt LeCerf, Town Manager

---

### AGENDA ITEM DESCRIPTION:

On July 3, 2023, the Town entered into an agreement with Apex Sign Co., a limited liability company, d/b/a Ad Light Group. The contract between the two parties called for the construction of three (3) signs in the Downtown. Two of the three signs were completed at which time the Town Council paused the project. It is important to note that the project was paused, not for performance, but based on community feedback.

Section 5 of the contract between the Town of Johnstown and Ad Light Group provides for termination as follows:

#### SECTION 5: TERMINATION

5.01 Termination. The Town 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.

At its discretion, the Town Council may vote to terminate the contract and Staff will work to formally notify the contractor of the termination of the agreement.



The Downtown Signage Project was a multi-phase project. The above information pertains to only Phase I of the project. Phase II was issued for bid and the bids were opened this year. The project was not awarded based on the fact that the Town Council paused the project to reevaluate the project. Staff would appreciate feedback from Town Council regarding, subject to the cancellation of Phase I, Staff would like guidance related to Phase II. Finally, beyond the Downtown Master Plan, are there other initiatives and projects Council would like to see emphasized in the Downtown?

**STRATEGIC PLAN ALIGNMENT:**

- Organizational Excellence & Public Trust
  - *Engage, inform and involve the community*

**LEGAL ADVICE:**

The Town Attorney drafted the Professional Service Agreement Contract that provides for the termination notice.

**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Staff will support the direction provided by Town Council.

**SUGGESTED MOTIONS:**

**For Approval:** I Move to Approve the Termination of the Agreement with Ad Light Group in Compliance with Section 5 of the Agreement Between the Two Parties.

**For Denial:** I Move to Deny Terminate the Agreement with Ad Light Group in Compliance with Section 5 of the Agreement Between the Two Parties.

*Reviewed and Approved for Presentation,*



Town Manager



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Johnstown, CO 80534  
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Item #19.

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 6, 2024

**SUBJECT:** Public Hearing – New Tavern License Application for Mirror Image Brewpub Group LLC

**ACTION PROPOSED:** Consider the Liquor License Application

**ATTACHMENTS:**

1. Application for a New Tavern License
2. Results of the Needs and Desires Petition
3. Report from Police Department
4. Order Granting Tavern License
5. Vicinity Map
6. Preliminary Findings
7. Affidavit of Posting
8. Control Plan

**PRESENTED BY:** Hannah Hill, Town Clerk

---

### AGENDA ITEM DESCRIPTION:

This item is a public hearing to receive comments regarding the proposed Tavern License for Mirror Image Brewpub Group Inc dba Mirror Image @ Woods, located at 4320 Ledge Rock Lane. When approving or deny an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

Staff received the application on March 25, 2024, which is included in Council’s packet. Also included from the Applicant is a control plan that describes the type of service Mirror Image @ Woods intends to have. The application is a concurrent review and there have been no concerns noted from the State Department of Revenue. The Needs and Desires Petition was received from the Applicant on April 17, 2024 and Council can review the report in Attachment 2. Staff does want to note after verifying the petition, 61 total signatures were returned:

- 54 signatures were found to be valid in favor
- 3 signatures did not list an age and were eliminated
- 2 did not list an address and were eliminated

*The Community that Cares*

- 1 listed an address outside of the boundary provided and was eliminated
- 1 did not list a date signed and was eliminated

Should Council approve the license, Staff will continue working with the Department of Revenue and various Town departments to ensure all approvals and permits are met prior to the Applicant receiving the license.

**STRATEGIC PLAN ALIGNMENT:**

Healthy & Resilient Economy

- *Drive projects and initiatives that promote Johnstown as a premier destination for business*
- *Cultivate local and regional partnerships that ensure the long-term success and growth of Northern Colorado*
- *Support the local labor market and work with partners to grow diverse employment opportunities*

**LEGAL ADVICE:**

The Town Attorney has reviewed the documents submitted and prepared the order attached to this item.

**FINANCIAL ADVICE:**

N/A

**RECOMMENDED ACTION:** Consider issuing a Tavern Liquor License to Mirror Image Brewpub Group Inc dba Mirror Image @ Woods.

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Tavern License to Mirror Image Brewpub Group Inc dba Mirror Image @ Woods.

**For Denial:** I move to deny the Tavern License to Mirror Image Brewpub Group Inc dba Mirror Image @ Woods.

*Reviewed and Approved for Presentation,*



Town Manager



# Colorado Liquor Retail License Application

\* Note that the Division will not accept cash  Paid by check  Paid online Uploaded to  Date   
 Moved on

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

• All answers must be printed in black ink or typewritten  
 • Applicant must check the appropriate box(es)  
 • Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation  
 Mirror Image Brewpub Group, Inc. FEIN Number  
93-2836360

2a. Trade Name of Establishment (DBA) State Sales Tax Number  
 Mirror Image @ Woods 96-031769 Business Telephone  
831-402-0289

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 4320 Ledge Rock Lane

City Johnstown	County Weld	State CO	ZIP Code 80534
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4. Mailing Address (Number and Street) 5969 Iris Parkway Unit C,	City or Town Frederick	State CO	ZIP Code 80504
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5. Email Address  
 cheryl@cherylaragonconsulting.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA) N/A	Present State License Number N/A	Present Class of License N/A	Present Expiration Date N/A
--	-------------------------------------	---------------------------------	--------------------------------

<b>Section A Nonrefundable Application Fees*</b>	<b>Section B (Cont.) Liquor License Fees*</b>
--	---

<input type="checkbox"/> Application Fee for New License.....\$1,100.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,200.00 <input type="checkbox"/> Application Fee for Transfer .....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00
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<b>Section B Liquor License Fees*</b>	
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) .....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50	<input type="checkbox"/> Manager Registration - H & R.....\$30.00 <input type="checkbox"/> Manager Registration - Tavern .....\$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$30.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County) .....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) .....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County) .....\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County) .....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

**Do not write in this space - For Department of Revenue use only**

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: <u>N/A</u>				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> <i>N/A</i>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> <i>N/A</i>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident? <i>N/A</i>		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <i>See Attached</i>		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord Woods Super Market, Inc.	Tenant Mirror Image Brewpub Group, L.L.C.	Expires 1/25/2029		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? <i>N/A</i>		<input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. <i>N/A</i>				



Name	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:  
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?    
**If "yes" a copy of license must be attached.** *N/A*

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No  
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?    
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 c. How long has the club been incorporated?  
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?   *N/A*

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: *N/A*  
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

22. Campus Liquor Complex applicants answer the following: *N/A*  
 a. Is the applicant an institution of higher education?    
 b. Is the applicant a person who contracts with the institution of higher education to provide food services?    
**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

23. For all on-premises applicants.  
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager Schirmer	First Name of Manager Steven
----------------------------------	---------------------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:    
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?  
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.  
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.  
 b. Designated Manager for Related Facility- Campus Liquor Complex *N/A*

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No  
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?    
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Teresa Schirmer	[REDACTED]	[REDACTED]	Member	51
Steven Schirmer	[REDACTED]	[REDACTED]	Member	49
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

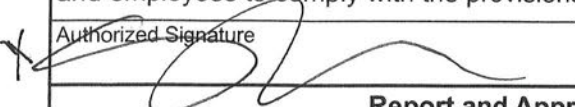


Name	Type of License	Account Number
------	-----------------	----------------

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.  
 \*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:  
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

**Oath Of Applicant**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Steven Schirner Vice President	Date 3/6/24
--	--	----------------

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority 3/25/2024	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) May 6 2024
--	--

**For Transfer Applications Only** - Is the license being transferred valid? Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date \_\_\_\_\_
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?

**NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
-------------------------------	------------------	--

Signature	Print	Title	Date
Signature	Print	Title	Date

Page 3 – Question 14.

Echo Brewing Company      Frederick, CO

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Steven Schirmer

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Mirror Image Brewpub Group, Inc.

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.



Name (Individual/Business)

Mirror Image @ Woods

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

[REDACTED]

Street Address

4320 Ledge Rock Lane

City

Johnstown

State

CO

ZIP Code

80534

Printed name of person signing on behalf of the Applicant/Licensee

Steven Schirner

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

3/06/24

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mirror Image Brewpub Group Inc.

is a

Corporation

formed or registered on 07/29/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20231797687 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/04/2024 that have been posted, and by documents delivered to this office electronically through 03/05/2024 @ 19:33:47 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/05/2024 @ 19:33:47 in accordance with applicable law. This certificate is assigned Confirmation Number 15816180 .

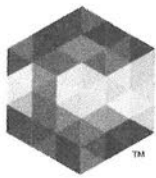


*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**Articles of Incorporation for a Profit Corporation**

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the corporation is** Mirror Image Brewpub Group Inc.

**The principal office street address is** 4320 Ledge Rock Drive  
Johnstown CO 80534  
US

**The principal office mailing address is** 4320 Ledge Rock Drive  
Johnstown CO 80534  
US

**The name of the registered agent is** Steven Schirner

**The registered agent's street address is** 11406 Charles Street  
Firestone CO 80504  
US

**The registered agent's mailing address is** 11406 Charles Street  
Firestone CO 80504  
US

The person above has agreed to be appointed as the registered agent for this entity.

**The name(s) and address(es) of the incorporator(s)**

Steven Schirner  
4320 Ledge Rock Drive  
Johnstown CO 80534  
US

Theresa Schirner  
4320 Ledge Rock Drive  
Johnstown CO 80534  
US

**The classes of shares and number of shares of each class that the corporation is authorized to issue are**

The corporation is authorized to issue:  
Common shares - 10000

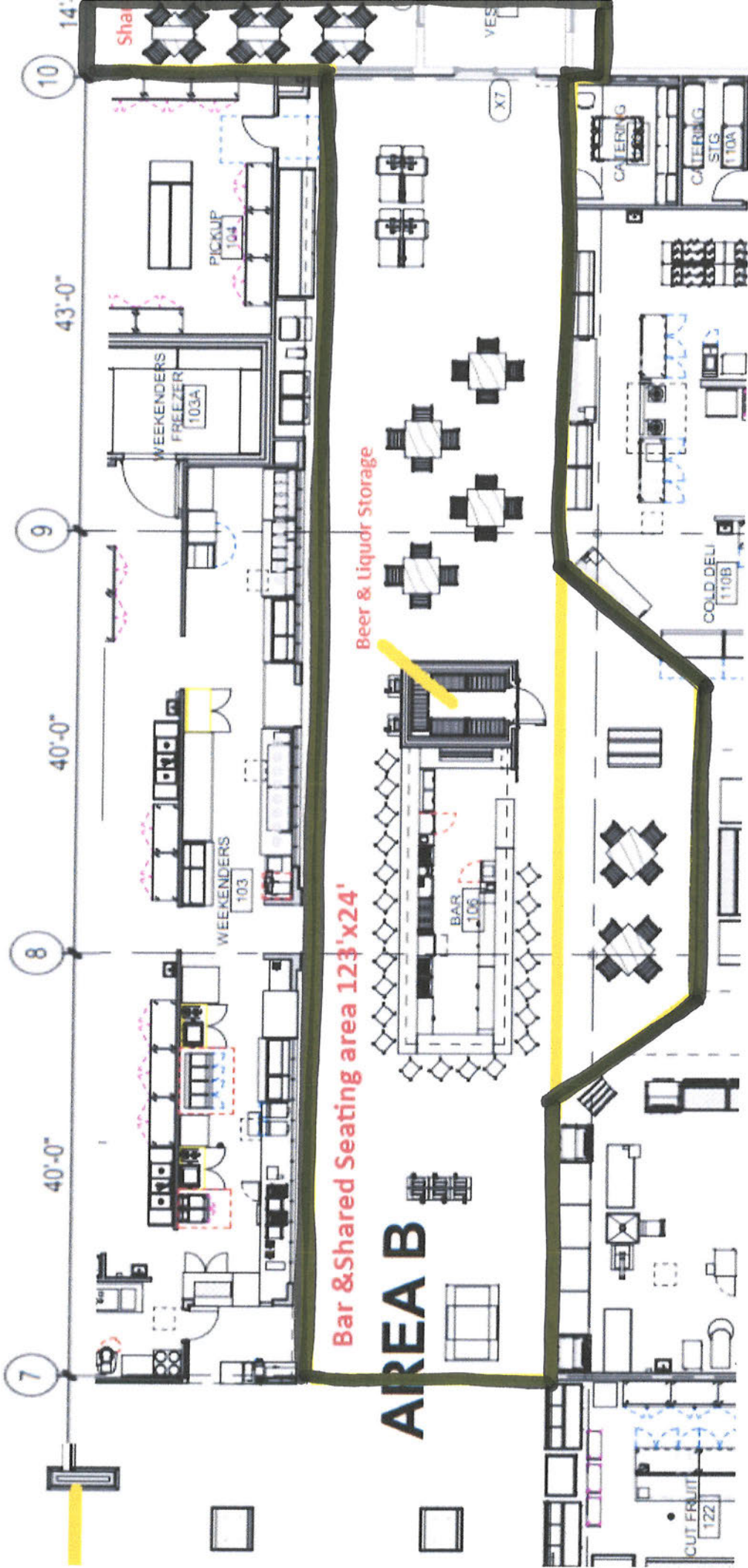
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.



**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Cheyenne Moseley  
101 N. Brand Blvd., 11th Floor  
Glendale CA 91203  
US



04/17/2024  
TO: Johnstown City Clerk  
450 S. Parish,  
Johnstown, CO 80534

REF: Needs & Desires Petition - New Liquor License

**Survey Overview**

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:  
Tavern Liquor License

Applicant:  
Mirror Image Brewpub Group d.b.a. Mirror Image @ Woods  
Applicant's Licensed Premises Location:  
4320 Ledge Rock Drive  
Johnstown, CO 80534

**Survey Methodology**

The circulator was over 21 years old.  
Each circulator wore "Mirror Image Brewing" apparel and introduced himself identifying his name and the company. Each circulator also had a clipboard with the following:  
1. A map of the designated area provided by the Johnstown City Clerk describing the boundaries of the defined neighborhood.  
2. A tally sheet to record the results of those who did not sign.  
People were shown the petition form, asked to read the form, and verbally told of the license type being applied for and the site location/address.  
Each person who signed the petition indicated they were either an owner/manager of a business or resident located within designated area and were 21 years or older. Each signature was freely and voluntarily given without any influence of the circulator.

**Survey Circulators and Dates**

Circulators conducted the survey on the following dates:  
1 Circulator 4/9/24 – Business sector (West of I-25)  
1 Circulator 4/11/24 – Neighborhoods North of HWY 60 & Location (East of I-25)  
1 Circulator 4/13/24 – Neighborhood East of Proposed Location

**Summary of Signatures Obtained**

Businesses ..... 5  
Residences..... 56  
**Total 61**



## Details of Signatures Obtained

### Needs & Desire Work Sheet

	9-Apr	Knock	Answer	No Answer/Access	Abstain	Favor	Opposed
Loaf & Jug		1	1			1	
Ice Company		1			1	0	
Falcon Technology		1			1	0	
Rayman Electric		1			1	0	
Arnold Machinery		1			1 (No Manager)	0	
Pioneer		1	1			1	
Arapahoe Rental		1	1			1	
Murdock's		1	1			2	
		<b>8</b>	<b>4</b>		<b>3</b>	<b>1</b>	<b>5</b>
	11-Apr						
		<b>60</b>	<b>28</b>		<b>25</b>	<b>7</b>	<b>29</b>
	13-Apr						
		<b>38</b>	<b>27</b>		<b>9</b>	<b>2</b>	<b>26</b>
	Total	<b>106</b>	<b>59</b>		<b>37</b>	<b>10</b>	<b>60</b>

## Of Signatures Received

Percentage in Favor	98.4%
Percentage Opposed	1.6%

## Details of Opposition

Reason  
"Do Not Drink"

## Details of Contact Attempts

Signature Attempts: 106  
Signatures Obtained : 61  
Not at Home/No Answer: 37  
Not Willing To Sign: 9  
Owner/Manager Not Available: 1

Signatures Obtained	61	57.5%
Not at Home/No Answer	37	34.9%
Not Willing To Sign	9	8.5%
Owner/Manager Not Available	1	0.9%

**Reason for Contacts Not Willing To Sign (Abstain)**

No Opinion 4  
Not Interested 3  
Too Busy 2  
**Total 9**

**Final Analysis**

The final analysis of the "Needs and Desires" is **98.4%** of the people who signed the petition are in favor of the issuance of the new liquor license.

**Report Attachments**

Included in this report are the following:

1. A copy of the map provided by Johnstown City Clerk for the designated area.
2. A copy of the map indicating the area where circulator petitioned.
3. A copy of the petitions where signatures were obtained in support or opposition of Tavern Liquor License.
4. Affidavits of Circulators for signatures obtained.

Report Prepared and Submitted by:

---

Steven Schirner

Vice President

Mirror Image Brewpub Group

Neighborhood Needs & Desires Petition

Name of Applicant:	Mirror Image Brew Pub Group	DBA:	Mirror Image @ Woods
Address of Business Proposed for License:	4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)		
Liquor License Type being applied for:	Tavern	Public Hearing Date/Location:	05/06/2024 7pm 450 S. Parish, Johnstown CO 80534

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION

Date	Printed Name	Business Name (If Applicable) Street Address	AGE	Mark One "x"		Reason:
				Favor	Opposed	
4/9	Scott	1530 S DAWN DR	47	X		(CIRCLE ONE) Owner/Manager/Resident
4/9	Stacy Scott	MILLIKEN CO 80534				
4/9	Bin C Woods	188 Gateway Circle				
4/9	Brian Woods	Berthoud, CO 80513	57	X		(CIRCLE ONE) Owner/Manager/Resident
4/9	Tanner Shemon	142 Gateway Cir	21	X		
4/9	Chris Jones	Berthoud, 80513				
4/9	Chris Jones	4450 Ledge Rock Dr				
4/9	Ashley Combs	Johnstown, CO 80534	38	X		(CIRCLE ONE) Owner/Manager/Resident
4/9	AMUCO	4450 Ledge Rock				
4/11	Elera Fayas	DR. Johnstown, CO 80534	27	X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Elera Fayas	Johnstone Un. CO 80534				
4/11	Christophe Williams	146 Hekuska Way				
4/11	Christophe Williams	Johnstone Un. CO 80534	43	X		(CIRCLE ONE) Owner/Manager/Resident



Neighborhood Needs & Desires Petition

Name of Applicant:		Mirror Image Brew Pub Group		DBA:	Mirror Image @ Woods	
Address of Business Proposed		4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)				
Liquor License Type being		Public Hearing Date/Location:				
THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION		05/06/2024 7pm 450 S. Parish, Johnstown CO 80534				
Date	Printed Name	Business Name (If Applicable)	AGE	Mark One "X"		Reason:
	Signature	Street Address		Favor	Opposed	
4/11	Mike Keary	218 Alabaster Way	84	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4-11	Kobe Duen	228 Alabaster Way	57	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Tracy Staruck	230 Alabaster Way	44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Ashley Barber	338 Granite Way	37	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Sharon Murray	4307 cobblestone Ln	34	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Tevin Gallatin	4307 Cobblestone Ln	29	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Christina Hoyt	1102 N. 3rd St. Johnstown	86	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	URSULA			<input type="checkbox"/>	<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	RICHARD GRANESTAD	349 GRANITEWAY	66	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/11	Johnstown Co	Johnstown Co 80534		<input type="checkbox"/>	<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident





Neighborhood Needs & Desires Petition

Name of Applicant: **Mirror Image Brew Pub Group** DBA: **Mirror Image @ Woods**  
 Address of Business Proposed: **4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)**  
 Liquor License Type being applied for: **Tavern** Public Hearing Date/Location: **05/06/2024 7pm 450 S. Parish, Johnstown CO 80534**

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION

Date	Printed Name Signature	Business Name (If Applicable) Street Address	AGE	Mark One "x"		Reason:
				Favor	Opposed	
4/11	Richard Dwyer	259 SLOAN PR	64	X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Richard DUNNICK					
4/11	Frederick B... Jawinth	192 Glenky Dr	77	X		(CIRCLE ONE) Owner/Manager/Resident
4/11	N MARTIN	167 THEATER DR		X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Nick Martin	1				
4/11	Jesse Lopez	186 Tartan DR	63	X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Larry Wilson					
4/11	Doug Wh	210 Tartan Dr				(CIRCLE ONE) Owner/Manager/Resident
4/11	Eddie Ramirez	2937 Holden Ln		X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Doug Gordon	Johnstown 337 Sloan	74	X		(CIRCLE ONE) Owner/Manager/Resident
4/11	Douglas Cord	Johnstown				(CIRCLE ONE) Owner/Manager/Resident

out



Neighborhood Needs & Desires Petition

Name of Applicant:		DBA:		Mark One "x"		Reason:	
Address of Business Proposed		Business Name (If Applicable)		Favor	Opposed		
Liquor License Type being		Street Address		AGE			
Public Hearing Date/Location:		Business Name (If Applicable)		AGE			
THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION							
Date	Printed Name	Signature	Street Address	AGE	Favor	Opposed	Reason:
4/1/24	Jean Delaney	<i>Jean Delaney</i>	324 Kirkland Lane	63	<input checked="" type="checkbox"/>		Sands Fini
4/1/24	Diana Hochstetler	<i>Diana Hochstetler</i>	Johnstown Co	Owner 21		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24	Gene Walters	<i>Gene Walters</i>	318 Kirkland Ln	86		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24	Brett Hallam	<i>Brett Hallam</i>	Johnstown, CO	35		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24	Natalie Sciano	<i>Natalie Sciano</i>	Johnstown, CO	35		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24	Katy Girson	<i>Katy Girson</i>	407 Glen Way	37		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24	Karley Jang	<i>Karley Jang</i>	702 Sycamore Ave	Owner 21		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident
4/1/24			212 Sycamore Ave	Owner 21		<input checked="" type="checkbox"/>	(CIRCLE ONE) Owner/Manager/Resident

Neighborhood Needs & Desires Petition

Name of Applicant: **Mirror Image Brew Pub Group** DBA: **Mirror Image @ Woods**

Address of Business Proposed: **4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)**

Liquor License Type being applied for: **Tavern** Public Hearing Date/Location: **05/06/2024 7pm 450 S. Parish, Johnstown CO 80534**

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION

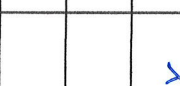


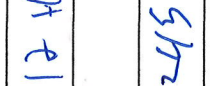
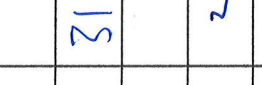


Date	Printed Name	Business Name (if Applicable) Street Address	AGE	Mark One "x"		Reason:
				Favor	Opposed	
4/18/23	Vicki Maher <i>Vicki Maher</i>	313 Sycamore Ave Johnstown	69	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	Bob Maher <i>Bob Maher</i>	313 Sycamore Ave Johnstown, CO	64	X		(CIRCLE ONE) Owner/Manager/Resident
4/18/24	Courtney Leeper <i>Courtney Leeper</i>	325 Sycamore Ave Johnstown, CO	72	X		(CIRCLE ONE) Owner/Manager/Resident
4/18/24	CASEY BLAIR <i>CASEY BLAIR</i>	325 Sycamore Ave Johnstown CO	44	X		(CIRCLE ONE) Owner/Manager/Resident
4/18/24	John Bradenbach <i>John Bradenbach</i>	3320 Tyrol Johnstown	55	X		(CIRCLE ONE) Owner/Manager/Resident
4-17-24	Kyle Smith <i>Kyle Smith</i>	3324 Tyrol Ln Johnstown, CO 80534	40	X		(CIRCLE ONE) Owner/Manager/Resident
4/	Mike Dorsey <i>Mike Dorsey</i>	3312 Tyrol Ln Johnstown, CO	60	X		(CIRCLE ONE) Owner/Manager/Resident



Neighborhood Needs & Desires Petition

Name of Applicant:	Mirror Image Brew Pub Group	DBA:	Mirror Image @ Woods
Address of Business Proposed for Licensure:	4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)		
Liquor License Type being applied for: Tavern	Public Hearing Date/Location:	05/06/2024 7pm 450 S. Parish, Johnstown CO 80534	

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION

Date	Printed Name	Business Name (if Applicable) Street Address	AGE	Mark One "x"		Reason:
				Favor	Opposed	
4/13	Kevin Burnett 	3233 Tupelo Ln Johnstown	33	X		community development
4/13	Daniel Harsh 	2232 Tamarac Ln Johnstown	411	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	Louis Gartrell 	3260 Tamarac lane Johnstown CO	38	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	Febie 	3378 Radbush st Johnstown CO	38	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	Mildred 	245 Silverpelt Dr	56	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	BRAD mother way 	317 Honeysuckle way	37	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	Jaime Antone 	245 Honeysuckle	33	X		(CIRCLE ONE) Owner/Manager/Resident



Neighborhood Needs & Desires Petition

Name of Applicant: **Mirror Image Brew Pub Group** DBA: **Mirror Image @ Woods**

Address of Business Proposed: **4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)**

Liquor License Type being Public Hearing Date/Location: **05/06/2024 7pm 450 S. Parish, Johnstown CO 80534**

**THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION**

Date	Printed Name Signature	Business Name (If Applicable) Street Address	AGE	Mark One "X"		Reason:
				Favor	Opposed	
4/13/24	Jessie Wilks	3368 Hackberry Ln Johnstown CO	35	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13/24	Jose Roberk	3368 Hackberry Ln Johnstown CO	42	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13	Jess Miller	337 Hackberry	65	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13	Luz Montanez	211 Honeysuckle Way	43	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13	Sam Wilson	3897 Butternut Ln Johnston	39	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13	Kathleen Siehr	3390 Bayberry Ln	77	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident
4/13	GARY JOHNSMEIER	3390 BAYBERRY LN	66	<input checked="" type="checkbox"/>		(CIRCLE ONE) Owner/Manager/Resident

Neighborhood Needs & Desires Petition

Name of Applicant: **Mirror Image Brew Pub Group** DBA: **Mirror Image @ Woods**  
 Address of Business Proposed for Licensure: **4320 Ledge Rock Dr Johnstown, CO 80534 (Located inside Woods grocery)**  
 Liquor License Type being applied for: **Tavern** Public Hearing Date/Location: **05/06/2024 7pm 450 S. Parish, Johnstown CO 80534**

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE EITHER IN FAVOR OF OR OPPOSED TO THE APPROVAL AND ISSUANCE OF A LIQUOR LICENSE AT THIS LOCATION

Date	Printed Name	Signature	Business Name (If Applicable) Street Address	AGE	Mark One "x"		Reason:
					Favor	Opposed	
4/13	<del>Anthony Maldonado</del> Anthony Maldonado		342 River Rock Dr. Johnstown, CO	31	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	<del>Kessy Maldonado</del> Daniel King		342 River Rock Drive Johnstown, CO 80534	31	X		(CIRCLE ONE) Owner/Manager/Resident
4/13	<del>Molly King</del> Molly King		223 Alabaster Way Johnstown, CO 80534	35	X		(CIRCLE ONE) Owner/Manager/Resident
			223 Alabaster Way Johnstown, CO 80534	35	X		(CIRCLE ONE) Owner/Manager/Resident
							(CIRCLE ONE) Owner/Manager/Resident
							(CIRCLE ONE) Owner/Manager/Resident
							(CIRCLE ONE) Owner/Manager/Resident
							(CIRCLE ONE) Owner/Manager/Resident
							(CIRCLE ONE) Owner/Manager/Resident







### Affidavit of Circulator

STATE OF COLORADO  
COUNTY OF Weld

I, Steven Schirner, personally circulated the Neighborhood Needs & Desires Petition and obtained signatures from business owners/managers and residents of the one-mile radius neighborhood of the site proposed for liquor licensure for which the petition was circulated.

Dated this 17<sup>th</sup> day of April, 2024.

[Signature]  
Signature of Petition Circulator

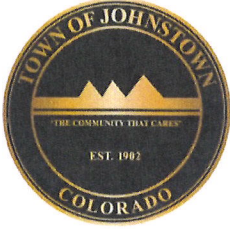
Sworn to and subscribed before me this 17<sup>th</sup> day of April, 2024.

[Signature]  
Notary Public

My commission expires:

04/10/2028

**MEENA GURAGAIN KHATIWADA**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20244012572**  
**MY COMMISSION EXPIRES 04/10/2028**



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

TOWN COUNCIL HEARING DATE: May 6, 2024

**TOWN OF JOHNSTOWN POLICE DEPARTMENT**

**Information Liquor Application**

- Name and address of Applicant} Mirror Image Brewpub Group  
5969 Iris Parkway Unit C  
Frederick CO 80504
  
- 1. Trade Name and Address} Mirror Image @ Woods  
4320 Ledge Rock Lane  
Johnstown CO 80534
  
- 2. Date of Application: March 25, 2024
  
- 3. Type of Application: Tavern License (city)
- 4. Documents Accompanying Application
  - A. Local and State License Fees} Submitted with application
  - B. Evidence of Correct Zoning} Submitted with application
  - C. Building Plans and or Sketch of Interior} Submitted with application
  - D. Distance from School as per State} N/A
  - E. Deed or Lease or Assignment of Lease or Ownership} Lease, expires 2029
  
- 5. Evidence of Public Notice
  - A. Posting of Premises} Posted at least ten days prior to hearing
- 6. Legal Publication } Johnstown Breeze published April 25, 2024
- 7. Investigation: Police Department Case#}
  - A. Applicant has made application for a new Tavern License.
  - B. Background Investigation: – CBI and FBI have processed the background investigation  
There is nothing in the background that would prohibit issuance of the liquor license
  
- 8. Findings of fact:
  - A. The required fees were submitted.
  - B. It is my recommendation the Tavern License be approved.

  
\_\_\_\_\_  
CHIEF OF POLICE

03/27/2024  
\_\_\_\_\_  
DATE

The Community that Cares

<p><b>TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY</b> 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664</p> <hr/> <p><b>IN THE MATTER OF:</b></p> <p><b>MIRROR IMAGE BREWPUB GROUP, INC.</b> 4320 Ledge Rock Lane Johnstown, CO 80534</p>	<p style="text-align: center;">Δ AUTHORITY USE ONLY Δ</p> <hr/>
<p style="text-align: center;"><b>ORDER GRANTING TAVERN LICENSE TO MIRROR IMAGE BREWPUB GROUP, INC.</b></p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on the Application of Mirror Image Brewpub Group, Inc., a Colorado corporation (“Applicant”), for a Tavern License for a premises located at 4320 Ledge Rock Lane, Johnstown, Colorado 80534 (“Application”).

The Authority, having conducted a public hearing on May 6, 2024, after due notice, reviewed the Application and considered the evidence adduced by Town staff’s investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby FINDS AS FOLLOWS:

1. The Applicant paid the appropriate fees;
2. The Applicant is entitled to possession of the premises where the tavern license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the tavern license;
4. The location of the premises complies with the Town of Johnstown zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the tavern license.



Based on the foregoing, the Authority hereby ORDERS that Mirror Image Brewpub Group, Inc.'s application for a Tavern License is GRANTED.

Done and dated this \_\_\_ day of May, 2024.

BY THE AUTHORITY:

\_\_\_\_\_  
Michael P. Duncan  
Mayor, Town of Johnstown  
Chairperson, Liquor Licensing Authority

ATTEST:

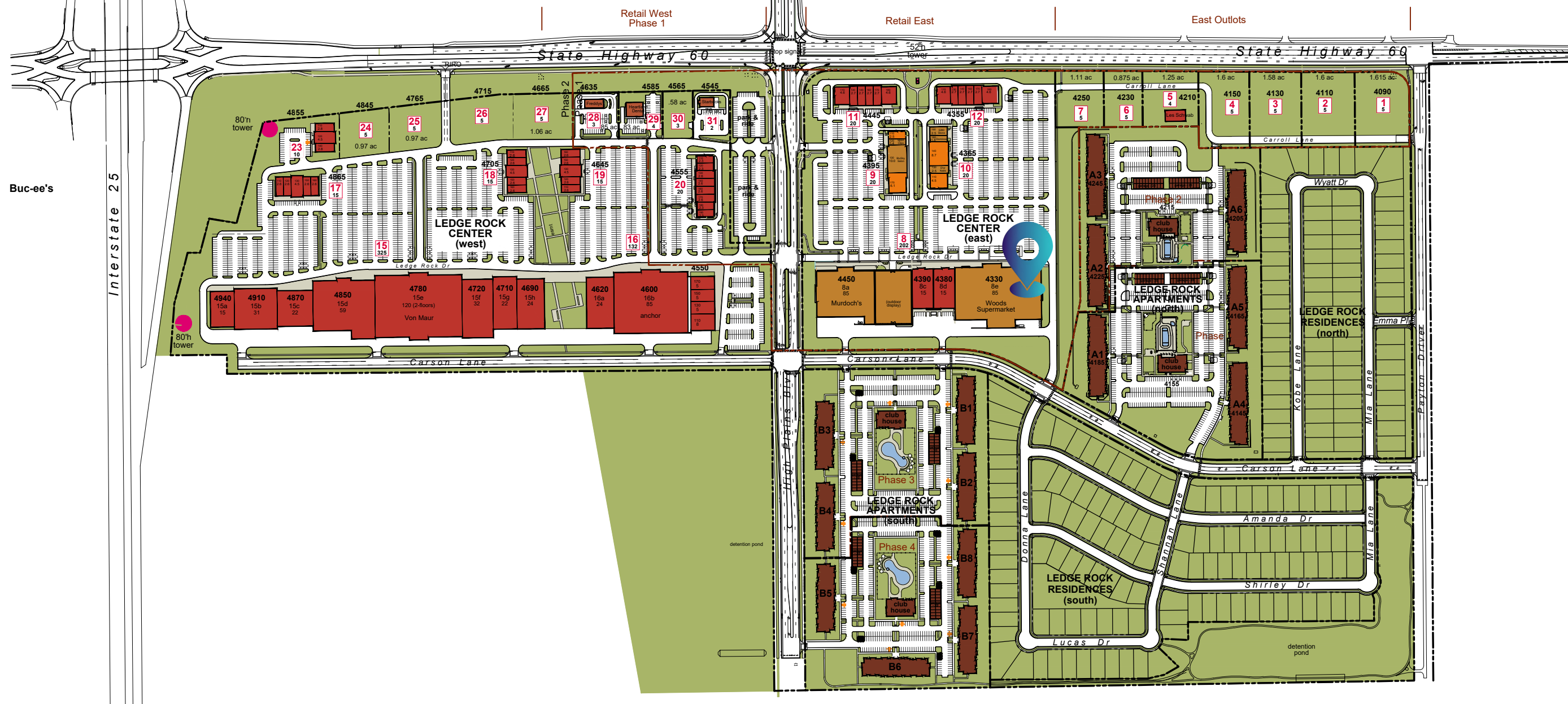
\_\_\_\_\_  
Hannah Hill, Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 2024, a true and correct copy of the foregoing Order was sent by certified mail to:

Mirror Image Brewpub Group, Inc.  
5969 Iris Parkway, Unit C  
Frederick, CO 80504

\_\_\_\_\_  
Hannah Hill



- LEGEND:**
- OPEN SHOPS
  - EXISTING - AVAILABLE
  - EXISTING - SIGNED LEASE
  - FUTURE - SIGNED LEASE
  - FUTURE - AVAILABLE
  - APARTMENTS

# Ledge Rock Center

SEC of State Hwy 60 & I-25, Johnstown, Colorado



450 S. Parish Ave Item #19.  
Johnstown, CO 80534  
970.587.4664  
JohnstownCO.gov

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO APRIL 18, 2024  
PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A TAVERN LIQUOR LICENSE FOR  
MIRROR IMAGE BREW PUB GROUP DBA MIRROR IMAGE @ WOODS LOCATED AT 4320 LEDGE ROCK DR

---

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;


Pursuant to Colorado Revised Statutes Section 44-3-312, as amended, you are hereby advised that with regard to your application for a Tavern Liquor License, a preliminary investigation has been made, and based on the results thereof the following has been determined:

- 1) The application was filed on March 25, 2024.
- 2) The Notice of Public Hearing on this matter was or will be published in the Johnstown Breeze on April 25, 2024. The applicant shall or has posted for 10 consecutive days the notice of public hearing beginning no later than April 9, 2024. Both postings and publishing were within the manner prescribed by state law.
- 3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.
- 4) A criminal history background investigation was conducted and approved.
- 5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.
- 7) A public hearing on the application will be held May 6, 2024 at 7:00 pm. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory
- 9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at [Colorado.gov/enforcement/liquor](https://colorado.gov/enforcement/liquor)

Please feel free to contact me directly at 970-578-9600 if you have any questions that I can help to answer.

---

 *Hannah Hill*  
Hannah Hill  
Town Clerk, Town of Johnstown





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

Item #19.

AFFIDAVIT OF POSTING

Date of posting: April 8, 2024

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, Mirror Image Brew Pub Group Inc posted a Notice of Public Hearing poster on the premises at \_\_\_\_\_ on the above date, and **continuously thereafter for at least 10 days before the hearing**, notifying the public that a hearing will be held May 6, 2024 on an application for a Tavern License to dispense malt, vinous and spirituous beverages by the drink for consumption on the premises.

A photograph of the Notice as posted on the premises is attached.

Darryl Aragon Contra of Cheryl Aragon Consulting and Mirror Image Brew Pub Group Inc.  
Printed Name and Title of Person Posting

Darryl Aragon  
Signature of person posting

STATE OF COLORADO )  
COUNTY OF WELD ) SS  
TOWN OF JOHNSTOWN )

Subscribed and sworn before me by Darryl Aragon this 12<sup>th</sup>  
day of April, 2024.

SEAL

Jerry Harvey Notary Signature

JERRY HARVEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20224032935  
MY COMMISSION EXPIRES AUGUST 22, 2026

The Community that Cares

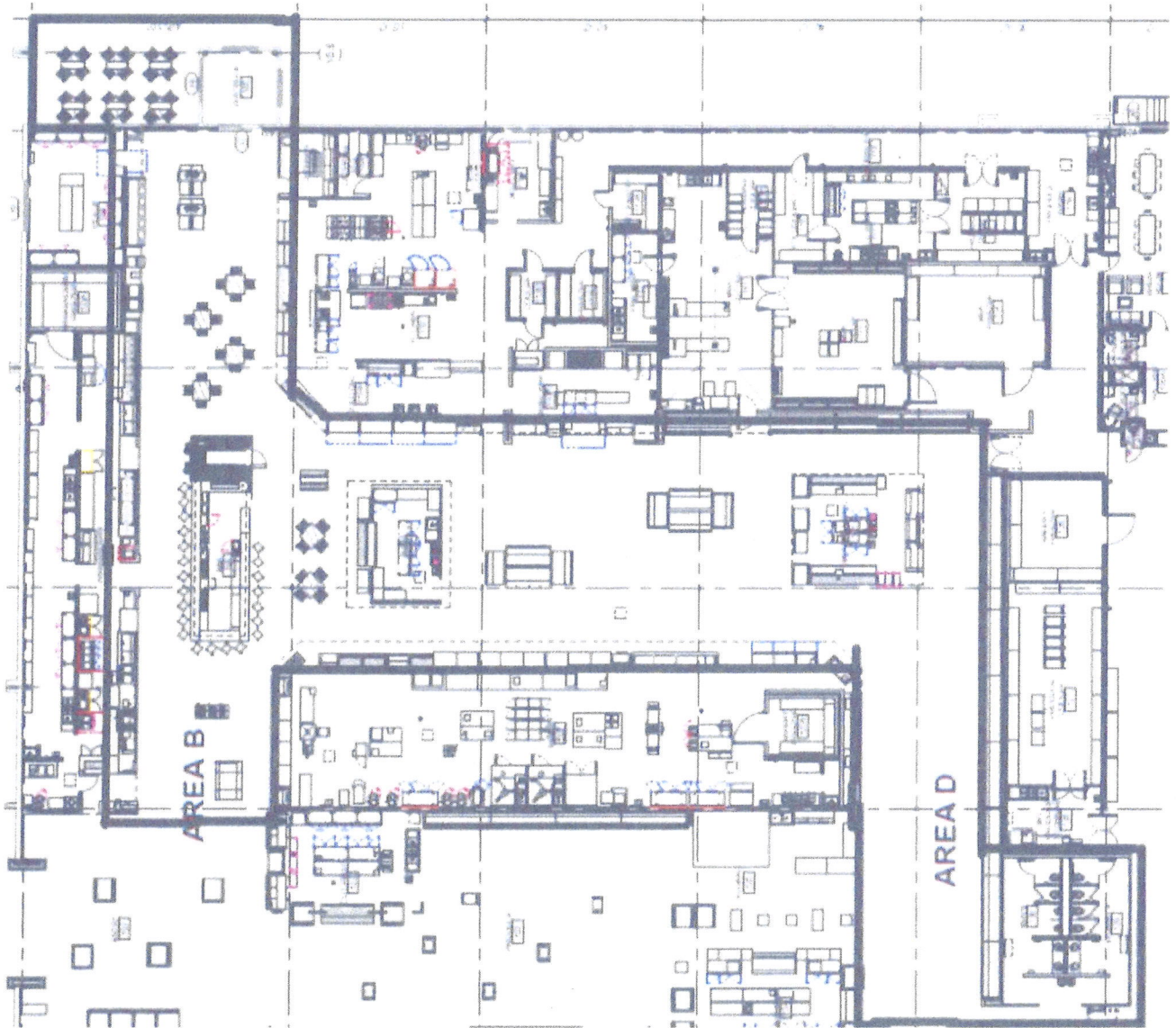
WORDING OF POSTING :

NOTICE

YOU ARE HEREBY GIVEN NOTICE THAT THE LOCAL LICENSING AUTHORITY HAS RECEIVED AN APPLICATION FOR A LIQUOR LICENSE IN THE NAME OF **MIRROR IMAGE BREWPUB GROUP IN DBA MIRROR IMAGE @ WOODS** WHICH INTENDS TO SELL **MALT, VINOUS & SPIRITUOUS LIQUOR UNDER A TAVERN LICENSE**. PROTESTS RELATING TO THE PERMIT SHALL BE FILED IN THE OFFICE OF THE TOWN CLERK, 450 S PARISH, JOHNSTOWN, COLORADO, NOT LATER THAN **5:00 P.M. APRIL 19, 2024**.

THE LOCAL LICENSING AUTHORITY SHALL HEAR THE APPLICATION AT **MAY 6, 2024 AT 7:00 P.M.** ANY PERSON FILING A PROTEST WITHIN THE REQUIRED TIME MUST APPEAR BEFORE THE AUTHORITY ON **MAY 6, 2024 AT 7:00 PM** AT 450 S PARISH, JOHNSTOWN, WHEN THE APPLICATION IS BEING CONSIDERED.

JERRY HARVEY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 502540324  
MISSION EXPIRES AUGUST 22, 2025



Square footages :

Bar + shared Seating = 4,000

Patio = 686

Open Space + Bathroom access = 6,000

total Square footage = 10,686



Written Control Plan

## Mirror Image @ Woods:

This new application is a part of a larger food-court type of concept. While the individual food providers will not be seeking liquor licensure, this application will service alcohol to any patron who will be partaking in food from any one of the food service providers and then utilizing any of the shared seating spaces available within the licensed premises.

The entire area will include heavy and repetitive signage at entry and exit points, as well as at food service counters, bar area, and other places through the licensed space that will alert patrons to the legal and allowed spaces alcohol can be taken to and that alcohol cannot be brought onto or removed from that designated space. Additionally, all staff of the Licensee, if approved, will be trained to monitor and control where alcohol is served and consumed. Table and seating areas will also provide a natural border to assist with that.



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

Item #20.

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 6, 2024

**SUBJECT:** Blue Spruce Ridge Annexation & Zoning – Case No. ANX23-0001

**ACTION PROPOSED:** Public Hearing – Consideration Ordinance No. 2024-247 Establishing R-2 Zoning on The Property Known as the Blue Spruce Ridge Annexation on Second Reading

**ATTACHMENTS:**

1. Council TAC – April 1, 2024
2. Resolution 2024-17-Findings of Fact and Conclusions
3. Ordinance 2024-246- Blue Spruce Ridge Annexation
4. Ordinance 2024-247-Blue Spruce Ridge Zoning
5. Annexation Agreement
6. Blue Spruce Ridge - Annexation Petition
7. Vicinity Map
8. Annexation Map
9. Zoning Map
10. Annexation Impact Report
11. Planning and Zoning Commission Staff Report
12. Blue Spruce Ridge Annexation – Staff Presentation
13. Blue Spruce Ridge Annexation – Applicant Presentation

**PRESENTED BY:** Jeremy Gleim, AICP, Planning Director

---

**AGENDA ITEM DESCRIPTION:**

In November of 2023, Blue Spruce Ridge ManageCo, LLC (“Applicant”), submitted a Petition for Annexation (Attachment 5) along with concurrent R-2 Zoning, for approximately 41.114 acres of land in Larimer County. The subject property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M. More specifically, it is located east of Larimer County Road 3E. The property is presently zoned Rural Residential (RR-2) in Unincorporated Larimer County and the property is currently being used for agricultural purposes. It is partially bordered by incorporated areas of Johnstown to the North and West, know as the Ridge at Johnstown Subdivision and vacant land to the west which is currently under review for subdivision development (Case No. SUB22-0012). The annexation map includes this parcel as well as the adjacent right-of-way for Larimer County Road 3E.

*The Community that Cares*

**TOWN COUNCIL ACTION**

At the regular Town Council meeting on April 1, 2024, a public hearing was opened and this item was introduced for consideration. Based upon the Staff report, presentation, public testimony, and discussion amongst Town Council, the project was approved.

At the regular Town Council meeting on April 15, 2023, Ordinance 2024-247 was pulled from the consent agenda, on second reading, for further discussion. Town Council discussed the project, which resulted in a motion to re-open the public hearing, continuing the item to the May 6, 2024 regular meeting.

**ZONING**

The purpose of zoning, or zoning districts, is to establish the character of specific areas, development patterns and context, and the type or intensity of uses and buildings. Zoning is established in conjunction with the Land Use Map in the Town’s Comprehensive Plan.

Pursuant to Section 17-2-12(D)(3)(b), the Town shall consider zoning such newly annexed areas under the appropriate zoning category as follows: Requests for zoning districts other than the H-A (Holding Agriculture) District may be considered by the Town Council in conjunction with the annexation and based on the submittal of all applicable requirements for a rezoning application. The Town Council shall place the newly annexed property into the most appropriate zoning district, considering the goals and objectives of the Town's Comprehensive Plan and the applicant's future development plans.

**How the Comprehensive Plan relates to Zoning Districts**

The Comprehensive Plan (Comp Plan) provides high-level direction for the future of the 48-square mile Growth Management Area. This Plan is designed for Town leaders to guide, and for community members to understand, the future development and redevelopment considerations for the Johnstown area from now into the next 20 years. The Comp Plan is comprised of overarching policies, goals, and implementation strategies, which are the foundational policies that help guide decision making. In addition, the Comp Plan includes a Land Use Map, which helps direct desired growth patterns by identifying the characteristics of land use categories and where those categories are distributed across the Town’s 48-square mile growth management area. As described in the Comp Plan, When the Planning and Zoning Commission and Town Council are presented with land use decisions for residential and commercial development, subdivision of land, or zoning changes, the following land use categories bulleted below should be discussed and applied.

- High Density/Intensity (HDI)
- Medium Density/Intensity (MDI)
- Low Density/Intensity (LDI)
- Very Low Density/Intensity (VLDI)

Each of the land use categories listed above are fully described in the Comp Plan, along with other overlays such as: Greenways, Activity Centers, Agricultural Preservataion, and Gateways. There are four major land use categories; however, there are ten (10) zoning districts listed in the Land Use Development Code (LUDC).



H-A	Holding / Agriculture	RESIDENTIAL
R-E	Rural Estate	
R-1	Single-Family Neighborhood	
R-2	Mixed-Density Neighborhood	
R-3	High Density Neighborhood	
MU-NC	Neighborhood Commercial	COMMERCIAL
MU-DT	Downtown	
MU-RC	Regional Commercial	
I-1	Industrial Light	INDUSTRIAL
I-2	Industrial Heavy	

Acknowledging the fact that there are ten zoning districts, but only four land use categories, it stands to reason that multiple zoning districts must fit into each land use category. The way to determine the appropriateness of a specific zoning district relative to the overarching land use category is to start with the intent of said land use category, as defined in the Comp Plan.

Regarding the subject annexation, the land use category is shown as Low Density/Intensity (LDI). As written in the Comp Plan (pg. 50):

A Low Density/Intensity area (LDI) will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower density townhomes or duplex/patio homes. Commercial will be less prominent and focused on neighborhood-level services such as a convenience store, gas station, dance/karate studio, auto shop, salon, or restaurant, and civic uses (parks, library, schools).

Low Density/Intensity areas will occur along collector and local street corridors, and are likely to be adjacent to MDI and HDI areas, which serve to buffer LDIs from major street corridors and busier commercial areas. LDI’s will strive to offer complete neighborhoods with easy access to neighborhood services, parks, schools, and be connected to adjacent neighborhoods and multi-modal corridors with trails and walks.

Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. An LDI neighborhood may utilize winding internal streets and cul-de-sac configurations; perimeter fencing and landscaping for buffers, pocket parks and playgrounds within neighborhoods, connected to a trail system. These provide another great solution for integrating a range of lifestyles, incomes, and ages into a neighborhood.

The above information provides the fundamental core for identifying a zoning district that will support the vision. The next step in the process is to review the intentions of the zoning districts, identify the street networks that serve the property, and analyze adjacent zoning designation, developments, and land uses.

**BLUE SPRUCE RIDGE – ANNEXATION AND ZONING ANALYSIS**

Based upon the above information regarding the annexation process, the Comp Plan, and the ten zoning districts listed in the LUDC, the following analysis applies specifically to the subject proposal.

**Annexation Analysis**

The subject property is currently located in unincorporated Larimer County and also in the Town’s GMA. The subject property is bounded by lands within the Town’s corporate boundary on the north and west, and is bounded by unincorporated lands in Larimer County on the east and south. The property meets the State’s eligibility requirements for annexation, which is memorialized in Resolution 2024-17 (Attachment No. 2).

**Zoning Analysis**

This property is in the Low Density/Intensity (LDI) land use category, as depicted on the Town’s Land Use Map. The intent of the LDI land use category has been fully described at the top of this page.

**Street Network**

The subject property is primarily served by Larimer County Road 3e (LCR 3e), which is positioned along its western property line. The property also lies adjacent to Larimer County Road 3 (High Plains Boulevard) to the east. Pursuant to the Town’s adopted Transportation Master Plan, LCR 3e is listed as a Minor Arterial roadway, and High Plains Blvd. is listed as a Regionally Significant Corridor and Major Arterial. Pursuant to the intent of the LDI land use category, LDI areas “will occur along collector and local street corridors, and are likely to be adjacent to MDI and HDI areas, which serve to buffer LDIs from major street corridors and busier commercial areas.”

**Adjacent Zoning**

Zoning designations for the properties immediately adjacent to the subject property are listed in the table below:

North	PUD – Residential Town of Johnstown – Ridge at Johnstown Subdivision
East	RR-2 – Unincorporated Larimer County – Rural Residential
South	RR-2 – Unincorporated Larimer County – Rural Residential
West	PUD – Residential Town of Johnstown – South Ridge Subdivision

The property to the north of the subject property is zoned PUD (Planned Unit Development) and was regulated by The Villages at Johnstown Performance Standards when it was approved for development. Pursuant to the Performance Standards, the property immediately north of the subject property was zoned for single-family residential development.

The property to the west of the subject property is zoned PUD. An Outline Development Plan (ODP) was approved in 2022 upon annexation of that land into the Town. The ODP specifies single-family residential development for that property.

**Adjacent Land Use**

Single-family residential development exists on the land to the immediate north. Case No. SUB22-0012, a proposal for single-family residential development, has been submitted and will be considered for the property to the west. Unincorporated lands to the south and east have been used historically for farming purposes. There is also an oil and gas facility on the property to the immediate east.

***Article 3. Subdivision, Development, and Community Design (LUDC)***

Article 3 of the LUDC is dedicated entirely to subdivision design. The Council has not had the benefit of reviewing a project that is subject to these requirement, because the LUDC was adopted in 2023 and a new subdivision project has not yet been submitted. Upon annexation, this property would be subject to Article 3.

***Article 5. Residential Development and Design (LUDC)***

Article 5 of the LUDC is dedicated entirely to residential design. Again, the Council has not had the benefit of reviewing a project that is subject to these requirement, because the LUDC was adopted in 2023 and a new subdivision project has not yet been submitted. Upon annexation, this property would be subject to Article 5.

These two articles (Articles 3 and 5, respectively) would create the framework and guidelines for future development on the site, and they provide extremely detailed requirements for street layouts, block and lot sizes, open space, residential building types, and neighborhood design. It is important to note, while the base zone provides for the types of housing and other uses that would be permitted on an individual lot, there are extensive guidelines that dictate neighborhood design. The following section provides a summary of the intent of residential development, pursuant to the LUDC.

Section 17-5-1(A) provides that residential development standards have the following intent:

1. Provide housing variety within neighborhoods and among different neighborhoods and ensure compatible transitions between different residential building types.
2. Improve the appearance and livability of neighborhoods with good civic design.
3. Design and locate parks, trails, and other open spaces as focal points that shape neighborhood character.
4. Design neighborhoods with slow-speed streetscapes, well-connected sidewalks and trails, and shade, and enclosure provided by street trees.
5. Reinforce the distinct character of different neighborhoods based on their context:
  - a. Prioritize housing and walkable neighborhoods with convenient access to services, amenities, and destinations.
  - b. Promote lower-density rural neighborhoods with access to large, contiguous open spaces and natural areas.
6. Orient all buildings and lots to the public street or to common open spaces, and locate active social spaces along the streetscape.
7. Design buildings with human-scale details such as entry features, windows and doors, massing elements, and ornamental features, particularly where these features create compatibility among a mix of building types.



8. Promote lasting and sustained investment in neighborhoods with quality design.

Although premature based on the current application, it is important to understand that any future subdivision on the subject property would have to comply with the above intentions. Moreover, any future subdivision would be reviewed pursuant to the strict guidelines listed in Articles 3 and 5 of the LUDC, along with all other applicable regulations. The subject request for annexation and zoning is only the first step in development. When a subdivision is proposed, it will flow back through the review process, which will require a neighborhood meeting, Planning & Zoning Commission hearing, and ultimately, a public hearing before the Town Council.

### **Zoning Conclusion**

1. Pursuant to the Land Use Map, this property is in an LDI area.
2. Pursuant to the Transportation Master Plan, this property is positioned between two arterial roadways, suggesting that higher volumes of traffic are meant to flow through past the property.
3. Pursuant to the Comp Plan, LDI areas will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower density townhomes or duplex/patio homes.
4. Pursuant to Table 4-2 in Section 17-4-2 of the LUDC, the R-1 zone prohibits attached one-unit and multi-unit dwellings.
5. Pursuant to Table 4-2 in Section 17-4-2 of the LUDC, The R-2 zone provides the opportunity for one-unit detached, one-unit attached, and limited multi-unit dwellings.
6. Pursuant to Section 17-5-1(A)(1), residential developments should provide housing variety within neighborhoods and among different neighborhoods and ensure compatible transitions between different residential building types.

### **CONCLUSION**

The Comp Plan provides guidance for the development of the Town, including visioning for land use decisions. LDI areas are intended to provide multiple housing options in low-density formats, including townhouses and duplex/patio houses. The R-2 zone provides the baseline for this type of development, creating opportunities for housing diversity while maintaining a low-density look and feel to the neighborhood. Any future subdivision project will be reviewed for compliance with the intent of the LDI land use category, the strict application of the LUDC (specifically, Articles 3 and 5), and the context of neighboring developments.

### **COMPREHENSIVE PLAN ALIGNMENT:**

The Johnstown Comprehensive Plan (Comp Plan) creates a long-term vision for the future development of the Town. The Comp Plan identifies the Town's Growth Management Area (GMA), which includes incorporated lands within the current Town limits, as well as certain unincorporated lands within Larimer and Weld counties. The GMA can be likened to a growth boundary, which represents the logical expansion of the Town over time. The property which is the subject of this annexation is contiguous to lands within the corporate boundary of Johnstown and exists within the GMA. Staff finds that the proposed annexation represents a logical expansion of Johnstown's corporate boundary, in alignment with the goals and strategies of the Johnstown Comp Plan.

GOAL L1 | Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents.

Establishing zoning that would support the development of various housing types is one way to help achieve this goal. Staff finds that the R-2 zone would best support the goals and objectives of the Town's Comprehensive Plan and the applicant's future development plans.

**STRATEGIC PLAN ALIGNMENT:**

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

**LEGAL ADVICE:**

The Town Attorney drafted the Resolution and Ordinances associated with this agenda item.

**FINANCIAL ADVICE:**

N/A

**RECOMMENDED ACTION:** Approve Ordinance No. 2024-247, establishing R-2 zoning for approximately 41.1 acres, known as the Blue Spruce Ridge.

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**SUGGESTED MOTIONS:**

**ORDINANCE 2024-247:**

**For Approval:** I Move to Approve Ordinance No. 2024-247, Establishing R-2 Zoning for Blue Spruce Ridge, Case No. ANX23-0001

**For Denial:** I Move to Deny Ordinance No. 2024-247.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager



## TOWN COUNCIL AGENDA COMMUNICATIONS

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- AGENDA DATE:** April 1, 2024
- SUBJECT:** Blue Spruce Ridge - Annexation and Establish Zoning
- ACTION PROPOSED:**
1. Public Hearing - Consideration of Resolution 2024-17: Findings of Facts and Conclusions Based Thereon with Respect to the Blue Spruce Ridge Annexation.
  2. First Reading of Ordinance 2024 – 246: Annexing Certain Unincorporated Lands Located in Larimer County, Consisting of 41.1 Acres, Known as the Blue Spruce Ridge Annexation.
  3. First Reading of Ordinance 2024 – 247: Approval of Mixed Density Neighborhood (R-2) Zoning of the Property Known as the Blue Spruce Ridge Annexation, Located in the County of Larimer, Consisting of Approximately 41.1 Acres
- ATTACHMENTS:**
1. Resolution 2024-17-Findings of Fact and Conclusions
  2. Ordinance 2024-246- Blue Spruce Ridge Annexation
  3. Ordinance 2024-247-Blue Spruce Ridge Zoning
  4. Annexation Agreement
  5. Blue Spruce Ridge - Annexation Petition
  6. Vicinity Map
  7. Annexation Map
  8. Zoning Map
  9. Annexation Impact Report
  10. Planning and Zoning Commission Staff Report
  11. Blue Spruce Ridge Annexation – Staff Presentation
  12. Blue Spruce Ridge Annexation – Applicant Presentation
- PRESENTED BY:** Tyler Smith, Planner II

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### AGENDA ITEM DESCRIPTION:

In November of 2023, Blue Spruce Ridge ManageCo, LLC (“Applicant”), submitted a Petition for Annexation (Attachment 5) along with concurrent R-2 Zoning, for approximately 41.114 acres of land in Larimer County. The subject property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., More specifically, it is located east of Larimer County Road 3E. The property is presently zoned Rural Residential (RR-2) in Unincorporated



Larimer County and the property is currently being used for agricultural purposes. It is partially bordered by incorporated areas of Johnstown to the North and West, know as the Ridge at Johnstown Subdivision and Future South Ridge to the west. The annexation map includes this parcel as well as the adjacent right-of-way for Larimer County Road 3E.

**SURROUNDING ZONING & LAND USE**

- North: PUD – Residential Town of Johnstown – Ridge at Johnstown Subdivision
- South: RR-2 – Unincorporated Larimer County – Rural Residential
- East: RR-2 – Unincorporated Larimer County – Rural Residential
- West: PUD – Residential Town of Johnstown – South Ridge Subdivision

**LAND USE HISTORY**

Historically, this property has been used for agriculture and will continue as agriculture until future development is proposed.

**PROJECT DESCRIPTION & ANALYSIS**

**Annexation:** This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

This proposed annexation meets the eligibility and contiguity requirements pursuant to C.R.S. § 31-12-104 and C.R.S. § 31-12-105 and is bordered by Johnstown along the northern and western boundaries. A Resolution to this effect was approved by Council on February 21, 2024, to set annexation proceedings and set a meeting for April 1, 2024.

**PUBLIC NOTICE & AGENCY REFERRALS**

The first reading for this annexation was republished for four consecutive weeks in the local paper, the Johnstown Breeze, starting on Thursday, February 29, 2024. The notice provided the date, time, and location of the hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property. This notice included a map of the proposed annexation and R-2 zoning.

Pursuant to C.R.S. § 31-12-108.5, Staff sent the annexation packet to the Larimer County Board of County Commissioners (“BOCC”) on March 7, 2024, via certified mail.

**PLANNING COMMISSION SUMMARY**

A public hearing before the Planning Commission was held on March 13, 2024. Notices for said meeting were mailed to all property owners within 800 feet of the property. This notice included a map of the proposed annexation and R-2 zoning. Notices were sent out on March 1, 2024.

At the Planning & Zoning Commission meeting, Staff provided an overview of the proposed annexation and R-2 zoning request and answered questions from the Commission and members of the public.

Multiple members of the public spoke about the project, asking questions and citing various concerns, which are summarized below:

- More information was requested, specifically regarding the number of lots being created, the housing types and locations, heights of structures, and view protection.
- There was opposition to the proposed R-2 zoning and questions as to why the R-1 zone was not being proposed.
- A request was made to reschedule the meeting so additional information could be had.
- Questions about drainage, flood plain, and oil & gas issues.
- Safety concerns regarding the irrigation ditch and pedestrian activity around them.
- A comment was made regarding the unavailability of the project information on the Town's website due to issues with web links.

Commissioner Urban thanked the public for their comments and applauded their participation. Chair Greutz informed the public that it was a bit premature to answer many of the design related questions, because the subject applications were only for annexation and the establishment of zoning. Therefore, questions regarding the number of lots, product types, drainage patterns, etc. could not be answered. He further stated that when a project was proposed for this site, after the annexation, it would again be presented at a public hearing before the Planning Commission and Town Council. Staff added that a future subdivision project would also require a neighborhood meeting prior to any public hearings, to give interested parties an opportunity to review and comment on the project early in the review process.

Regarding the comments related to the unavailability of project information, Commissioner Flores stated that the links were active and working on the Town's website, and that he was able to access the packet from his phone at that moment.

The Commission asked about the zoning, citing that the project site exists in the Low-Density zone pursuant to the Future Land Use Map in the Town's Comprehensive Plan. They discussed the project's location and how the zoning correlates with the land use map. Commissioners felt that the R-1 zone would be appropriate given the location. Chair Greutz discussed the project site being adjacent to High Plains Blvd. and how that street is a major arterial within the community. He stated that the R-2 zone seemed logical in the context of the circulation network.

Upon closing the public hearing, the Commission discussed the project, including the comments from the public. Based upon the materials submitted, analysis, findings, and the discussion at the meeting, the Commission made the following motions:

1. Motion by Commissioner Flores, Second by Commissioner Hayward to recommend Town Council approval of this annexation request. Motion passed 5 – 0.

2. Motion by Commissioner Hayward, Second by Commissioner Flores to recommend to Town Council approval of R-1 zoning for the project site. Motion passed 4 – 1, with Chair Grentz opposed.

### **ADDITIONAL ZONING ANALYSIS**

After the Planning & Zoning Commission hearing, and based upon the discussion that occurred, Staff conducted additional analysis of the zoning related to this project site. The Commission was correct in their observation that the subject property is in a land use area classified as low-density. Pursuant to the Town's Comprehensive Plan,

*Low Density (LDI) areas should generally be characterized by single-family detached homes, with some lower density townhomes or duplex/patio homes. LDI neighborhoods will occur along collector and local street corridors. Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. These provide another great solution for integrating a range of lifestyles, incomes, and ages into a neighborhood.*

Density in LDI areas ranges from 4 – 10 dwelling units per acre (du/ac). The land use balance for LDI areas is 80 – 85% residential, with the balance being non-residential. Pursuant to Table 5-1 in the Town's Land Use & Development Code, the R-1 zone does not allow any type of attached residential product. The R-2 zone provides more flexibility in housing, allowing a range of large lot detached product to row houses. The full range of attached products in the R-2 zone comprises duplex/multi-unit projects (2 – 6 units), row houses (3 – 8 units), and small lot apartments (3 – 12 units). For the small lot apartments, they must be positioned along Collector or Arterial streets.

For comparative purposes, Medium Density (MDI) areas are more typically positioned along arterial roadways and major corridors and allow densities between 5 – 16 du/ac. Recognizing that the subject property is in an LDI area, and not an MDI area, it is still important to note that a major arterial (High Plains Blvd) abuts the project site.

### **CONCLUSION**

The Planning Commission voted to approve R-1 zoning in conjunction with the annexation request. The proposal from the applicant was for a zoning designation of R-2. Zoning designations from the Town's Land Use & Development Code do not translate explicitly to the Land Use Map in the Comprehensive Plan. For example, a property located in an LDI area could very well support an R-1 or R-2 zoning designation, depending on the site and context of the surroundings. Additionally, a property in an MDI area could support an R-2 or R-3 zoning designation, based upon the context of the site.

Given the location of the project site along a major arterial roadway, and the intent of LDI areas to provide multiple housing and lifestyle options, the R-2 zone is an appropriate designation for the site. The R-2 zone provides more flexibility in housing options while still limiting overall densities to 4 – 10 du/ac. If the property was not located along a major arterial roadway, the R-1 zone would be a better fit.



**COMPREHENSIVE PLAN ALIGNMENT:**

The Johnstown Comprehensive Plan (Comp Plan) creates a long-term vision for the future development of the town. The Comp Plan identifies the Town’s Growth Management Area (GMA), which includes incorporated lands within the current Town limits, as well as certain unincorporated lands within Larimer and Weld counties. The GMA can be likened to a growth boundary, which represents the logical expansion of the Town over time. The property which is the subject of this annexation is contiguous to lands within the corporate boundary of Johnstown and exists within the GMA. Staff finds that the proposed annexation represents a logical expansion of Johnstown’s corporate boundary, in alignment with the goals and strategies of the Johnstown Comp Plan.

GOAL L1 | Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents.

Establishing zoning that would support the development of various housing types is one way to help achieve this goal.

**STRATEGIC PLAN ALIGNMENT:**

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

While Planning Commission voted to approve R-1 zoning in conjunction with the annexation request; Staff finds that the proposed annexation and R-2 zoning is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Comprehensive and Strategic Plans. As is customary, Ordinance 2024-247 which establishes zoning of the property is presented in its original form as a proposed zoning of R-2.

**LEGAL ADVICE:**

The Town Attorney drafted the Resolution and Ordinances associated with this agenda item.

**FINANCIAL ADVICE:**

N/A

**RECOMMENDED ACTION:**

Approve Resolution 2024-17 accepting the Findings of Facts and conclusions for the Blue Spruce Ridge Annexation

Approve Ordinance 2024-246, annexing approximately 41.1 acres, known as the Blue Spruce Ridge Annexation, on First Reading.

Approve Ordinance No. 2024-247, establishing R-2 zoning for approximately 41.1 acres, known as the Blue Spruce Ridge, on First Reading.

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**SUGGESTED MOTIONS:**

**RESOLUTION 2024-17:**

**For Approval:** I move to approve Resolution No. 2024-17, Accepting the Findings of the Facts and Conclusions for the Blue Spruce Ridge Annexation.

**For Denial:** I move to deny Resolution No. 2024-17.

**ORDINANCE 2024-246:**

**For Approval:** I move to approve Ordinance No. 2024-246, Annexing Approximately 41.1 Acres, Known as the Blue Spruce Ridge Annexation, on First Reading.

**For Denial:** I move to deny Ordinance No. 2024-246.

**ORDINANCE 2024-247:**

**For Approval:** I move to approve Ordinance No. 2024-247, Establishing R-2 Zoning for Approximately 41.1 Acres, Known as the Blue Spruce Ridge, on First Reading.

**For Denial:** I move to deny Ordinance No. 2024-247.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2024-017**

**FINDINGS OF FACT AND CONCLUSIONS BASED THEREON  
WITH RESPECT TO THE BLUE SPRUCE RIDGE ANNEXATION**

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

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

**WHEREAS**, Blue Spruce Ridge HoldCo, LLC, a Colorado limited liability company, submitted a Petition for Annexation for real property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, and known as the “Blue Spruce Ridge Annexation;” and

**WHEREAS**, on February 21, 2024, by Resolution No. 2024-08, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

**WHEREAS**, on April 1, 2024, after due notice, the Town Council conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Blue Spruce Ridge Annexation.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Blue Spruce Ridge Annexation.

**FINDINGS OF FACT**

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105 have been met including the following:
  - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.
  - B. A community of interest exists between the area proposed to be annexed and the Town due to the proximity of the area to the Town, the desires of the owner to annex and the fact that it is within the planning area contemplated in the Johnstown Area Comprehensive Plan.
  - C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.
  - D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the landowners of the area proposed for annexation plan to



convert the area to urban uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town is able to provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any school district.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

- 2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.
- 3. The Town Council has determined that additional terms and conditions will not be imposed.
- 4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
- 5. Notice of the hearing has been given as required by C.R.S. § 31-12-108.
- 6. An Annexation Impact Report was submitted to the Larimer County Board of County Commissioners and County Attorney pursuant to C.R.S. § 31-12-108.5.

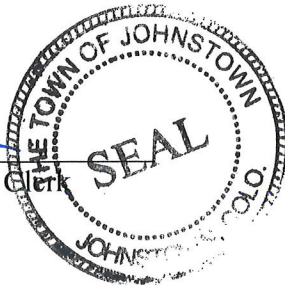
**CONCLUSIONS**

- 1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.
- 2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.
- 3. Said Blue Spruce Ridge Annexation may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 1 day of April, 2024.

ATTEST:

By: Hannah Hill  
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Troy D. Mellon  
Troy D. Mellon, Mayor

**EXHIBIT "A"**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING: thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

## WATER RIGHTS DESCRIPTION

### Blue Spruce Ridge

#### HARRY LATERAL DITCH COMPANY

Applicant, Blue Spruce Ridge Holdco, LLC is the owner of 1.5 shares of Harry Lateral Ditch Stock, by Bargain and Sale Deed (Water Rights). A copy of the Bargain and Sale Deed is attached as Exhibit "A".

By agreement with the Town of Johnstown and Applicant, Stock Certificate No. 460 has been assigned directly to the Town of Johnstown as part of the annexation of Blue Spruce Ridge.

There are no other water rights associated with Blue Spruce Ridge. The Applicant or its successor-in-interest, will dedicate water to the Town of Johnstown for the development of Blue Spruce as part of the design and development approval process with the Town.



**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-246**

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,  
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE  
OF COLORADO, CONSISTING OF APPROXIMATELY 41.114 ACRES  
AND KNOWN AS THE BLUE SPRUCE RIDGE ANNEXATION**

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

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

**WHEREAS**, by Resolution No. 2024-08, the Town Council found a petition for annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the “Blue Spruce Ridge Annexation,” to be in substantial compliance with C.R.S. § 31-12-107(1); and

**WHEREAS**, after notice pursuant to C.R.S. § 31-12-108, on April 1, 2024, the Town Council held a public hearing concerning the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

**Section 1.** The annexation of certain unincorporated property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

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

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

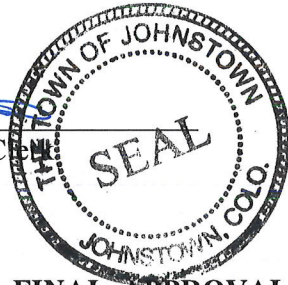
- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

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

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 1 day of April, 2024.

**ATTEST:**

By: Hannah Hill  
Hannah Hill, Town Clerk



**TOWN OF JOHNSTOWN, COLORADO**

By: Troy D. Mellon  
Troy D. Mellon, Mayor

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

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

**EXHIBIT "A"**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING; thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING



## WATER RIGHTS DESCRIPTION

### Blue Spruce Ridge

#### HARRY LATERAL DITCH COMPANY

Applicant, Blue Spruce Ridge Holdco, LLC is the owner of 1.5 shares of Harry Lateral Ditch Stock, by Bargain and Sale Deed (Water Rights). A copy of the Bargain and Sale Deed is attached as Exhibit "A".

By agreement with the Town of Johnstown and Applicant, Stock Certificate No. 460 has been assigned directly to the Town of Johnstown as part of the annexation of Blue Spruce Ridge.

There are no other water rights associated with Blue Spruce Ridge. The Applicant or its successor-in-interest, will dedicate water to the Town of Johnstown for the development of Blue Spruce as part of the design and development approval process with the Town.

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-247**

**APPROVAL OF MIXED DENSITY NEIGHBORHOOD (R-2) ZONING OF  
THE PROPERTY KNOWN AS THE BLUE SPRUCE RIDGE  
ANNEXATION, LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH  
P.M., COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING  
OF APPROXIMATELY 41.114 ACRES**

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

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

**WHEREAS**, the Town Council approved annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Blue Spruce Ridge Annexation (“Property”); and

**WHEREAS**, the property owners applied for Mixed Density Neighborhood (R-2) zoning of the Property in conjunction with annexation; and

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

**WHEREAS**, the Town’s Planning and Zoning Commission held a hearing and recommended approval of Mixed Density Neighborhood (R-2) for the Property; and

**WHEREAS**, on April 1, 2024, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to Mixed Density Neighborhood (R-2) conforms to the Town’s Comprehensive Plan.

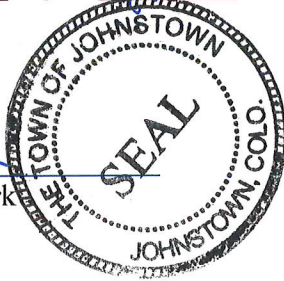
**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:**

1. Zoning Approval. Zoning of the Property known as the Blue Spruce Ridge Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Mixed Density Neighborhood (R-2).
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be

authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Larimer County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 1 day of April, 2024.

**ATTEST:**  
By: Hannah Hill  
Hannah Hill, Town Clerk



**TOWN OF JOHNSTOWN, COLORADO**  
By: Troy D. Mellon  
Troy D. Mellon, Mayor

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

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**  
By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor



**EXHIBIT "A"**

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## **WATER RIGHTS DESCRIPTION**

### **Blue Spruce Ridge**

#### **HARRY LATERAL DITCH COMPANY**

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By agreement with the Town of Johnstown and Applicant, Stock Certificate No. 460 has been assigned directly to the Town of Johnstown as part of the annexation of Blue Spruce Ridge.

There are no other water rights associated with Blue Spruce Ridge. The Applicant or its successor-in-interest, will dedicate water to the Town of Johnstown for the development of Blue Spruce as part of the design and development approval process with the Town.

**ANNEXATION AGREEMENT  
BLUE SPRUCE RIDGE ANNEXATION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Blue Spruce Ridge HoldCo, LLC**, a Colorado limited liability company (“Owner”), and the **Town of Johnstown**, a home-rule municipality of the State of Colorado (“Town”).

**RECITALS**

**WHEREAS**, Owner desires to annex real property into the Town, situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

**WHEREAS**, Owner executed a Petition for Annexation, dated September 20, 2023, a copy of which petition is on file with the Town Clerk; and

**WHEREAS**, Owner prepared a zoning map identifying and illustrating its request for Mixed Density Neighborhood (R-2) zoning; and

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

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

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

**AGREEMENT**

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

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

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town’s development regulations and



Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq.*, C.R.S. (the “Act”).

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

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

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

6. **Zoning and Land Use.** Owner shall take all action necessary to permit the Town to zone the annexed Property within the time prescribed by state statute.

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

8. **Water Rights Dedication.** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are described on **Exhibit B** attached hereto and incorporated herein by reference. Owner shall dedicate all such water rights and lateral ditch company rights to the Town no later than \_\_\_\_\_ [the date of approval of the final plat of the first phase of development of the Property]. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any water rights appurtenant to the Property without the prior written approval of the Town.

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

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

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

11. **Roadway Dedication.** On or before \_\_\_\_\_, 202\_\_, Owner shall dedicate approximately \_\_\_\_\_ (\_\_\_) feet of land adjacent to \_\_\_\_\_ to the Town for right of way by deed of dedication in the form set forth on **Exhibit C** attached hereto and incorporated herein by this reference, which deed of dedication also includes a legal description of the property subject to the right of way dedication. If required by the Town, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

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

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

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

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

16. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations

including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

17. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner’s request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

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

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

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

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

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

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

- (I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;
- (II) A demand that the security given for the completion of the public improvements be paid or honored;



- (III) The refusal to consider further development plans within the Property;  
and/or
- (IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

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

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

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

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

All notices by electronic mail shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown ATTN: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: <a href="mailto:mlecerf@townofjohnstown.com">mlecerf@townofjohnstown.com</a> (automatically updated to current Town Manager)
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Notice to Owner:	Blue Spruce Ridge HoldCo, LLC Attention: Roy Bade 8901 E Mountain View Road, # 150 Scottsdale, AZ 85258 Email: <a href="mailto:Roy.Bade@caliberco.com">Roy.Bade@caliberco.com</a>
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28. **Voluntary Annexation; Election.** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

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

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

31. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer or Weld County, Colorado.

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

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

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

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

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

37. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner’s expense.

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

39. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the Larimer County Clerk and Recorder, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property.

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

[Remainder of page intentionally left blank.]





**EXHIBIT A**  
**PROPERTY**

**EXHIBIT B**  
WATER RIGHTS





**ACCEPTANCE**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF JOHNSTOWN, COLORADO  
a Colorado municipality

By: \_\_\_\_\_  
Matthew LeCerf, Town Manager

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

**EXHIBIT 1**

**Legal Description**





**PETITION FOR ANNEXATION**  
**To the Town of Johnstown**  
(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petitions the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Blue Spruce Ridge, and in support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

- (2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.
- (3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.
- (4) The territory proposed to be annexed is urban or will be urbanized in the near future;
- (5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;
- (6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;
- (7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;
  - (b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.
- (8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

- (9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-108.5, CRS, as amended, is required.
- (10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Fire District (to be excluded), Front Range Fire Rescue Fire Protection District (to be included), Aims Junior College District, and no others;
- (11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;
- (12) Accompanying this Petition are five (5) prints of the area proposed to be following information:
  - (a) A written legal description of the boundaries of the area proposed to be annexed;
  - (b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;
  - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;
  - (d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;
  - (e) The dimensions of the contiguous boundaries are shown on the map.
- (13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;
- (14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:
  - (a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any

water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

- (b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;
- (c) The undersigned hereby waive any and all “vested rights” previously created pursuant to Section 24-68-103, CRS, as amended.
- (d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.

A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required \$100.00 for publication costs.



**APPLICANT:**

**Blue Spruce Ridge HoldCo, LLC  
a Colorado limited liability company**

By: Blue Spruce Ridge ManageCo, LLC  
a Colorado limited liability company  
Its: Manager

By: Caliber Services, LLC  
an Arizona limited liability company  
Its: Manager

By: Caliber Companies, LLC  
an Arizona limited liability company  
Its: Managing Member

By: CaliberCos Inc.  
a Delaware corporation  
Its: Manager

By:   
Name: Jennifer Schrader  
Its: President


STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2023, by Jennifer Schrader, authorized signer, Blue Spruce Ridge HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027



  
\_\_\_\_\_  
Notary Public

**MAILING ADDRESSES:**

Blue Spruce Ridge HoldCo, LLC  
Attention: Roy Bade  
Copy: Courtney Crump  
8901 E Mountain View Road, # 150  
Scottsdale, AZ 85258

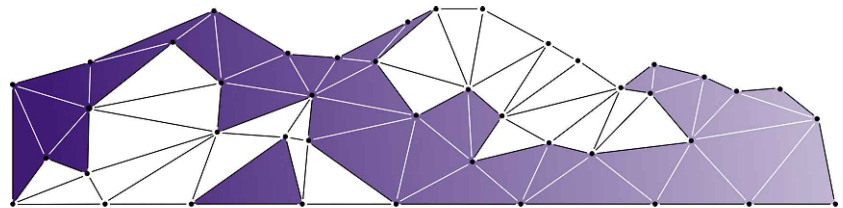
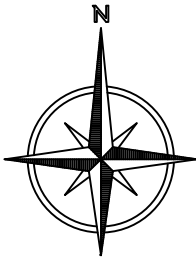
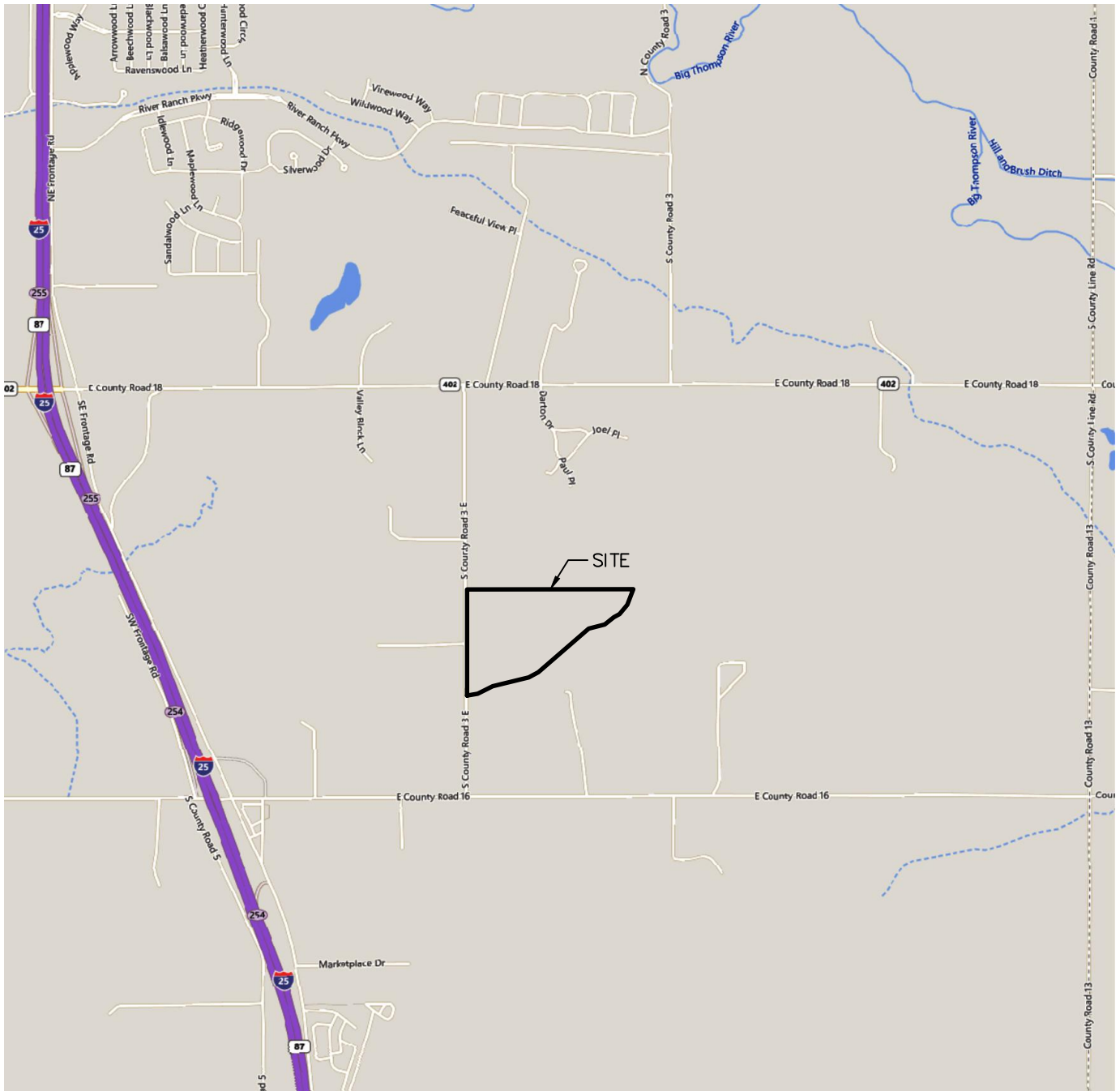
**EXHIBIT "A"**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING; thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

# VICINITY MAP

Item #20.



## MAJESTIC SURVEYING

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 the certification shown hereon. (CRS 13-80-105)

PROJECT NO: 2022266-A  
DATE: 8-28-2023

CLIENT: CALIBER  
SCALE: 1"=2000'

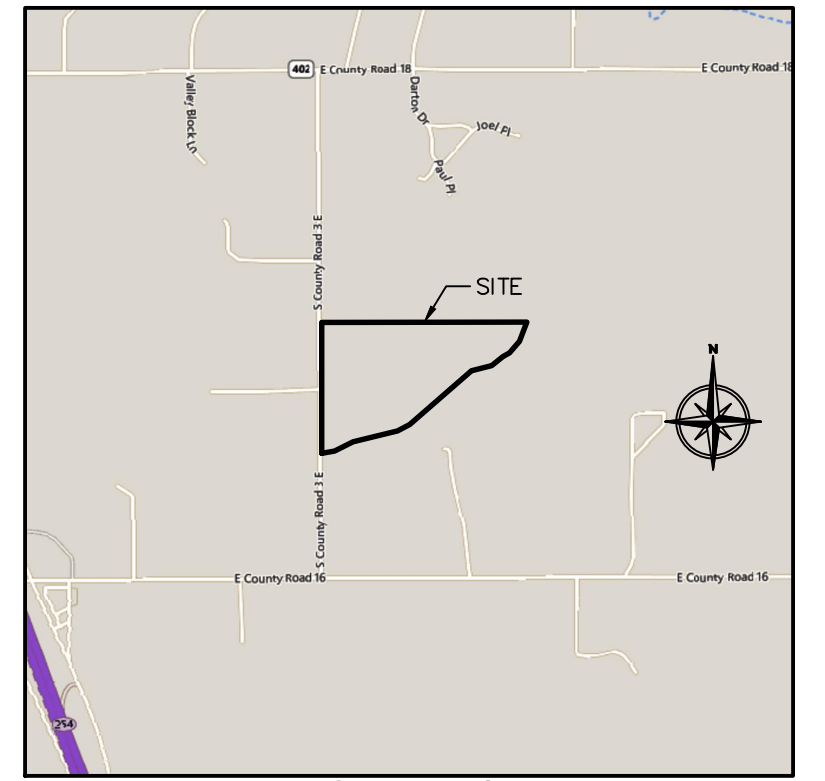




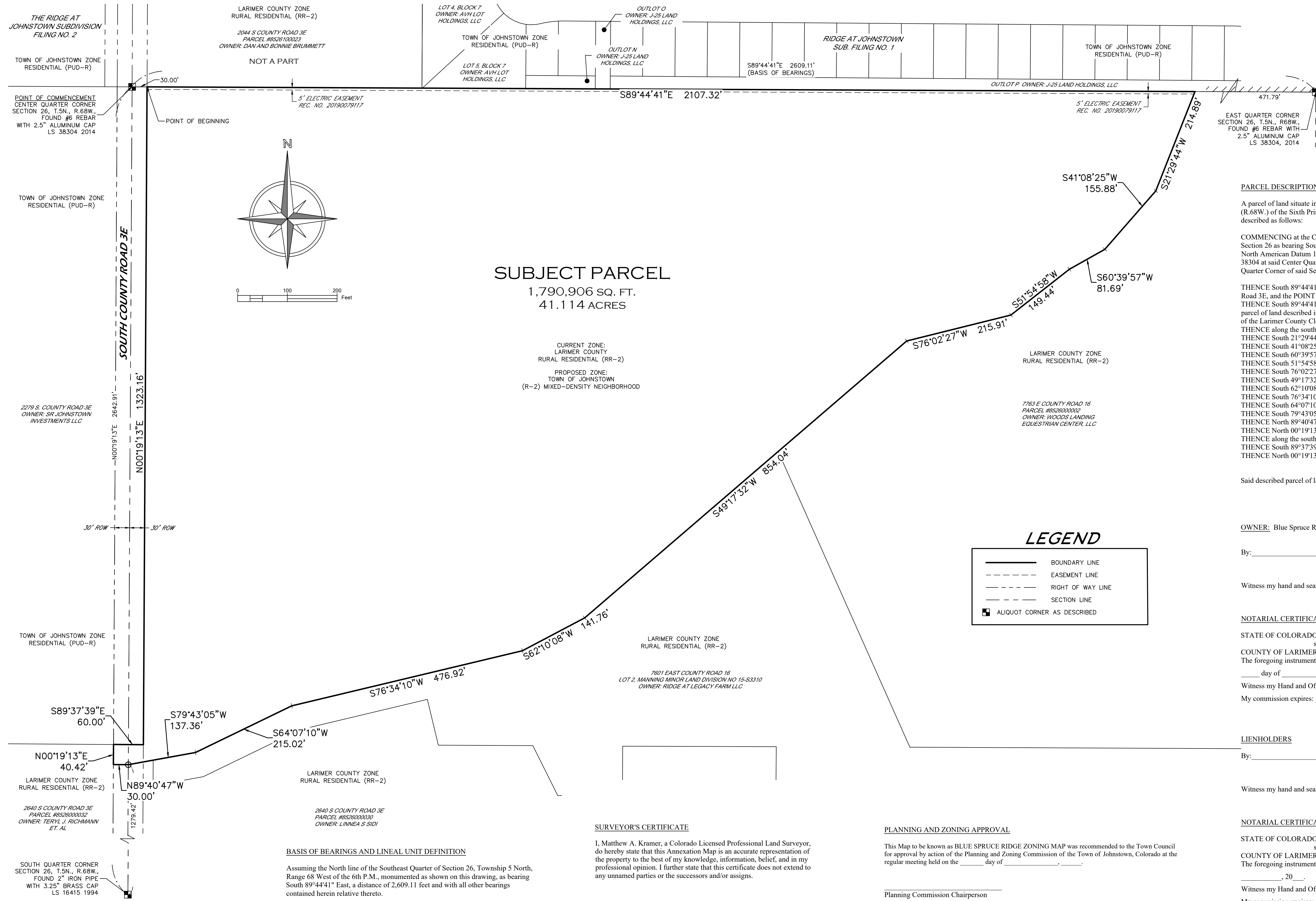


# BLUE SPRUCE RIDGE ZONING MAP

## SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP  
SCALE: 1" = 2000'



**SUBJECT PARCEL**  
1,790,906 SQ. FT.  
41.114 ACRES

CURRENT ZONE:  
LARIMER COUNTY  
RURAL RESIDENTIAL (RR-2)  
  
PROPOSED ZONE:  
TOWN OF JOHNSTOWN  
(R-2) MIXED-DENSITY NEIGHBORHOOD

### LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- ALIQUOT CORNER AS DESCRIBED

### PARCEL DESCRIPTION:

A parcel of land situate in the South Half of Section Twenty-six (26), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 26 and assuming the north line of the Southeast Quarter of said Section 26 as bearing South 89°44'41" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,609.11 feet, monumented by a #6 rebar with 2.5" aluminum cap stamped LS 38304 at said Center Quarter Corner and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 38304 at the East Quarter Corner of said Section 26 and with all other bearings contained herein relative thereto;

THENCE South 89°44'41" East, along said north line, a distance of 30.00 feet to the east Right-of-Way line of South County Road 3E, and the POINT OF BEGINNING;

THENCE South 89°44'41" East, continuing along said north line, a distance of 2,107.32 feet, to the northeast corner of that parcel of land described in Special Warranty Deed recorded March 17, 2023, as reception number 20230010204 of the records of the Larimer County Clerk and Recorder;

THENCE along the southerly line of said reception number 20230010204 the following ten (10) courses;

THENCE South 21°29'44" West a distance of 214.89 feet;

THENCE South 41°08'25" West a distance of 155.88 feet;

THENCE South 60°39'57" West a distance of 81.69 feet;

THENCE South 51°54'58" West a distance of 149.44 feet;

THENCE South 76°02'27" West a distance of 215.91 feet;

THENCE South 49°17'32" West a distance of 854.04 feet;

THENCE South 62°10'08" West a distance of 141.76 feet;

THENCE South 76°34'10" West a distance of 476.92 feet;

THENCE South 64°07'10" West a distance of 215.02 feet;

THENCE South 79°43'05" West a distance of 137.36 feet to the west line of said Southeast Quarter;

THENCE North 89°40'47" West a distance of 30.00 feet to the west Right-of-Way line of South County Road 3E;

THENCE North 00°19'13" East, along said west line, a distance of 40.42 feet, to the south line of said South Ridge Annexation;

THENCE along the south and east lines of South Ridge Annexation the following two courses;

THENCE South 89°37'39" East a distance of 60.00 feet to the east Right-of-Way line of South County Road 3E;

THENCE North 00°19'13" East, along said east line, a distance of 1,323.16 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,790,906 Square Feet or 41.114 Acres, more or less (±).

OWNER: Blue Spruce Ridge HoldCO LLC

By: \_\_\_\_\_ As: \_\_\_\_\_

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### NOTARIAL CERTIFICATE

STATE OF COLORADO )  
 ) ss  
 COUNTY OF LARIMER )  
 The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my Hand and Official Seal.  
 My commission expires: \_\_\_\_\_.

### LIENHOLDERS

By: \_\_\_\_\_ As: \_\_\_\_\_

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### NOTARIAL CERTIFICATE

STATE OF COLORADO )  
 ) ss  
 COUNTY OF LARIMER )  
 The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this \_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_.

Witness my Hand and Official Seal.  
 My commission expires: \_\_\_\_\_.

### SURVEYOR'S CERTIFICATE

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certificate does not extend to any unnamed parties or the successors and/or assigns.

### PLANNING AND ZONING APPROVAL

This Map to be known as BLUE SPRUCE RIDGE ZONING MAP was recommended to the Town Council for approval by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at the regular meeting held on the \_\_\_\_ day of \_\_\_\_\_.

Planning Commission Chairperson \_\_\_\_\_

### BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing South 89°44'41" East, a distance of 2,609.11 feet and with all other bearings contained herein relative thereto.

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

### TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-HS0823182-414, dated August 28, 2023, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

### 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 the certification shown hereon. (13-80-105 C.R.S. 2012)

# PRELIMINARY

Matthew A. Kramer - On Behalf of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #38844  
mattk@majesticsurveying.com



PROJ. NO: 2022266-A	PROJECT NAME: BLUE SPRUCE	REVISIONS:	DATE:
DATE: 2-8-2024	CLIENT: H & G	REDLINES:	1-4-24
DRAWN BY: MAK	FILE NAME: 2022266-A_ZONE		
CHECKED BY: MF	SCALE: 1" = 100'		



**Blue Spruce Ridge**

Parcel approximately 41.114 acres

This Annexation Impact Report is provided in compliance with Johnstown Land Use and Development Code sec. 17-2-12.C.8 and C.R.S. 31-12-108.5, which requires:

1. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

**The Town of Johnstown has adopted the *Johnstown Area Comprehensive Plan (January 2023)* and the *Transportation Master Plan (February 2008)* which includes framework for land use, transportation and public infrastructure planning; e.g. sanitary sewer mains and treatment facilities, stormwater facilities, as well as road maintenance, police protection, parks and recreation and library services to the area proposed for annexation, which is within the Johnstown Planning Area.**

2. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

**The Developer, Blue Spruce Ridge HoldCo, LLC, will finance municipal services to the proposed annexation area in the same or similar method as The Ridge at Johnstown. Developer will finance the municipal services through subdivision improvement requirements and impact fees required by the Town as described in the Development Agreement, capital improvement programs sponsored by the Developer, and municipal bond financing by The Villages at Johnstown Metro District Nos. 3-8 when Blue Spruce is included in the District.**

3. A statement identifying existing tax districts within the area to be annexed;

According to the Larimer County Assessor, the following tax districts are within the area to be annexed:

- **Thompson R2-J General Fund**
- **Thompson R2-J Bond Payment**
- **Larimer County**
- **Loveland Fire District (Petition for Exclusion to be filed)**
- **Front Range Fire Rescue (Petition for Inclusion to be filed)**
- **Thompson Valley Health Service District**
- **Northern Colorado Water Conservancy District**
- **Larimer County Pest Control District**

**- Little Thompson Water District**

4. A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

**Applicant will inquire about the impacts to the R2-J district of approximately 280 single-family and multi-family homes in Blue Spruce Ridge. At the time of this submittal, Applicant does not have calculations from the R2-J District and will submit when provided. It is anticipated that Blue Spruce Ridge school age children will attend Riverview PK-8 and existing high schools within the R2-J District. Developer will review cash-in-lieu contribution to the R2-J District to satisfy its requirements.**

5. A map (or maps) of the municipality and adjacent territory to show the following information:

a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

**Maps for this annexation are being submitted concurrently with this application.**

b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation (from Town master plans);

**The Parcel is vacant and is contiguous to The Ridge at Johnstown to the North, and to South Ridge to the west, and is surrounded by private property in Larimer County to the east and south, as shown in the Zoning and Annexation Maps. The recent upgrades to CR3e, CR 16, and CR 18 will be adequate to service the proposed annexation. Sanitary is in the Parcel and is shared with South Ridge to the West, and the Ridge to the North. Water will be obtained from an existing 20" watermain in CR 3e. Utility infrastructure will be supplied from CR3e, in coordination with The Ridge and South Ridge. Once a proposal for development has been submitted, the required infrastructure upgrades will be identified.**

c. The existing and proposed land use pattern in the areas to be annexed.

**Existing zoning is RR2, Rural Residential, in Larimer County. The land was historically used for agricultural farming. The contiguous parcel to the north, The Ridge at Johnstown was annexed in to the Town by annexation plat recorded at reception no. 20020060112 ("The Ridge"). The property to the west, across CR3e, South Ridge was annexed into the Town by annexation plat recorded at reception no. 20220027126 ("South Ridge"). Both The Ridge and South Ridge are zoned Planned Unit Development Residential District ("PUD-R"). Blue Spruce Ridge is sought to be annexed as R-2 Mixed-density Neighborhood, which is consistent with the existing surrounding land use pattern within the Town of Johnstown and will coordinate with The Ridge and**



**South Ridge as single family residential development as to infrastructure, development and traffic control.**





# Town of Johnstown

## PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

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**HEARING DATE:** March 13, 2024 at 7:00PM

**SUBJECT:** Blue Spruce Ridge Annexation, Establishment of R-2 Zoning

**ACTION PROPOSED:** Public hearing considering the Blue Spruce Ridge Annexation and proposed R-2 Zoning designation

**LOCATION:** A portion of adjoined Larimer County Road 3E right-of-way, and 41.114 acres of land situated in the Southeast quarter of section 26, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., County of Larimer, State of Colorado. (*Larimer County Parcel Number: 8526000031*)

**APPLICANT:** South Ridge Holdco LLC.

**ATTACHMENTS:**

1. Resolution 2024-08 - Setting annexation proceedings
2. Blue Spruce Ridge Annexation Petition
3. Vicinity Map
4. Annexation Map
5. Zoning Map

**PRESENTED BY:** Tyler Smith, Planner II

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### BACKGROUND & SUMMARY

The applicant, South Ridge Holdco LLC, submitted a Petition for Annexation along with concurrent R-2 Zoning, for approximately 41.114 acres of land in Larimer County. The property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., More specifically, it is located east of Larimer County Road 3E, south of the existing Ridge at Johnstown Subdivision.

The subject property is presently zoned Rural Residential (RR-2) in Unincorporated Larimer County and the property is currently being used for agricultural purposes. It is partially bordered by incorporated areas of Johnstown to the North and West, with the Ridge at Johnstown Subdivision to the north and west.

The Community That Cares

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

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

**SURROUNDING ZONING & LAND USE**

North: PUD – Residential Town of Johnstown – Ridge at Johnstown Subdivision  
South: RR-2 – Unincorporated Larimer County – Rural Residential  
East: RR-2 – Unincorporated Larimer County – Rural Residential  
West: PUD – Residential Town of Johnstown – South Ridge Subdivision

**LAND USE HISTORY**

Historically, this property has been used for agriculture and will continue as agriculture until future development is proposed.

**PUBLIC NOTICE & AGENCY REFERRALS**

Notice for the Planning & Zoning Commission hearing was republished for four consecutive weeks in the local paper, the Johnstown Breeze, starting on Thursday, February 29, 2024. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property. This notice included a map of the proposed annexation and zoning.

**PROJECT DESCRIPTION & ANALYSIS**

**Annexation:** This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town can provide water, sewer, and police services to the property.
4. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

A resolution finding substantial conformance with C.R.S. requirements was passed by the Town Council on February 21<sup>st</sup>, 2024, and set a public hearing for April 1<sup>st</sup>, 2024.

The annexation map includes this parcel as well as the adjacent right-of-way for Larimer County Road 3E.

**ZONING & DEVELOPMENT STANDARDS**

The current zoning for the property is AG-Agriculture in Unincorporated Larimer County. There are no known conditional uses or uses by special review for the property.

The proposed annexation and zoning will allow for residential development, to follow the proposed Mixed-Density Neighborhood (R-2) zoning standards. Pursuant to Table 4-1: Zoning Districts & Intent, in the Johnstown Land Use & Development Code, the R-2 district provides residential living (range of small-scale residential building types) in compact, walkable neighborhood settings, allowing a mix of housing unit options, and integration or transition to

complementary and supporting non-residential uses. A well-designed public realm provides a focal point to integrate a variety of building types with a consistent neighborhood character. The R-2 zone will complement existing zoning to the north and west (The Ridge and South Ridge, respectively), based upon the details in those PUDs. No residential subdivision plans have been submitted with this annexation, so any future development on this site will come back through the entitlement process later.

**INFRASTRUCTURE**

There is an existing water line located to the east of the property in County Road 15 right-of-way. The entire site is located within the service area boundaries for the Central Wastewater Treatment Plant. At the time of plat, the right-of-way will be dedicated for County Road 3E.

**COMPREHENSIVE PLAN ALIGNMENT:**

The Johnstown Comprehensive Plan (Comp Plan) creates a long-term vision for the development of the town. The Comp Plan identifies the Town’s Growth Management Area (GMA), which includes incorporated lands within the current town limits, as well as certain unincorporated lands within Larimer and Weld counties. The GMA can be likened to a growth boundary, which represents the logical expansion of the town over time. The property which is the subject of this annexation is contiguous to lands within the corporate boundary of Johnstown and exists within the GMA. Staff finds that the proposed annexation represents a logical expansion of Johnstown’s corporate boundary, in alignment with the goals and strategies of the Johnstown Comp Plan.

**STRATEGIC PLAN ALIGNMENT:**

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

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

**RECOMMENDED ACTION:** There are two actions associated with this project and each one must be voted on separately. The first is consideration of the annexation, and the second is consideration of the zoning.





**SUGGESTED MOTIONS:**

**ANNEXATION**

**For Approval:** I move to approve the Blue Spruce Ridge Annexation

**For Denial:** I move to deny the Blue Spruce Ridge Annexation.

**ZONING**

**For Approval:** I move to approve R-2 zoning for the Blue Spruce Ridge Annexation

**For Denial:** I move to deny R-2 zoning for the Blue Spruce Ridge Annexation



# Blue Spruce Ridge Annexation & Zoning CASE ANX23-0001

Town Council Meeting

EST 1892  
May 6, 2024

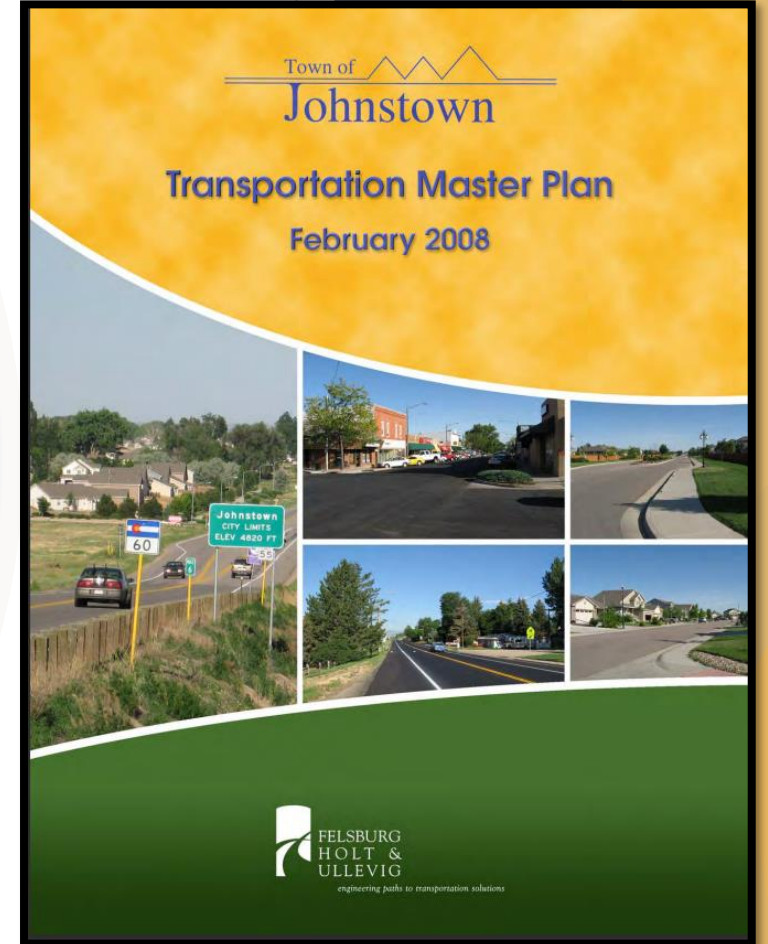
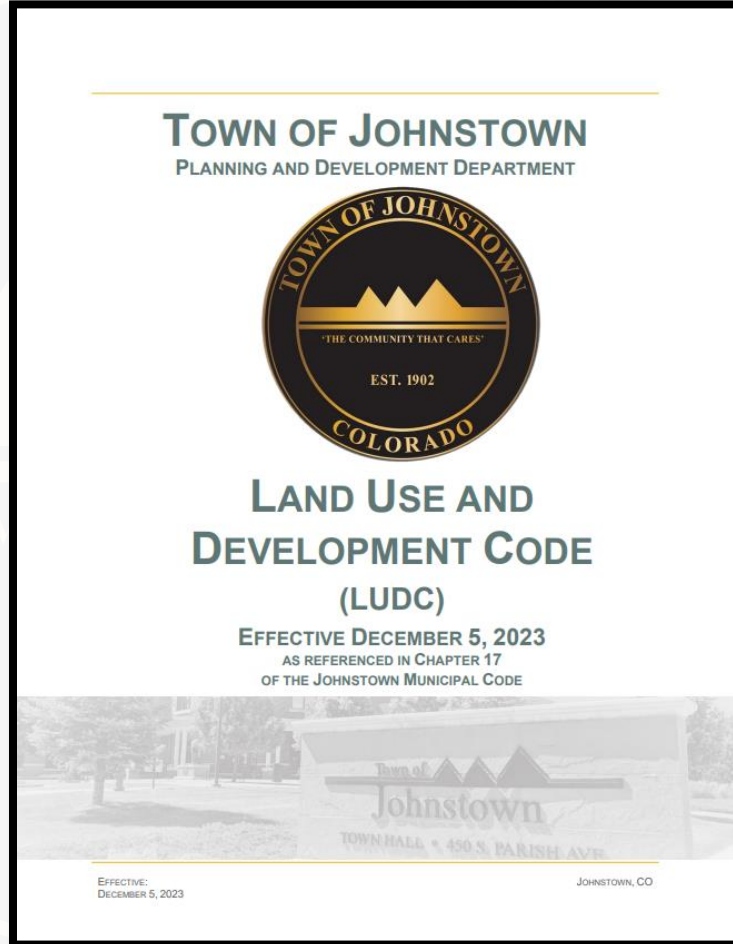
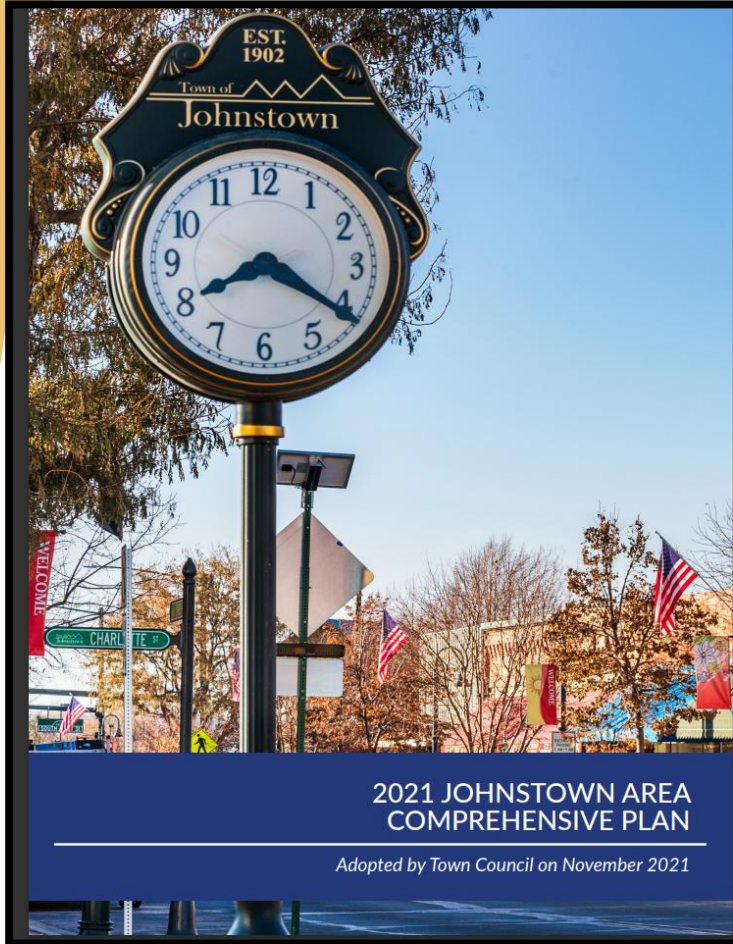
*The Community that Cares*



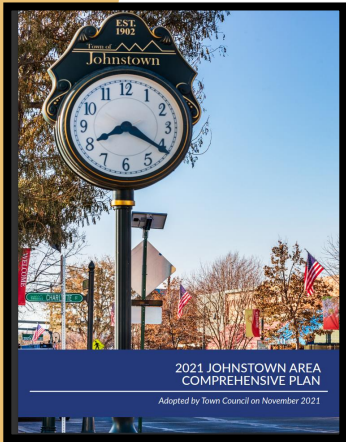


# ZONING ANALYSIS

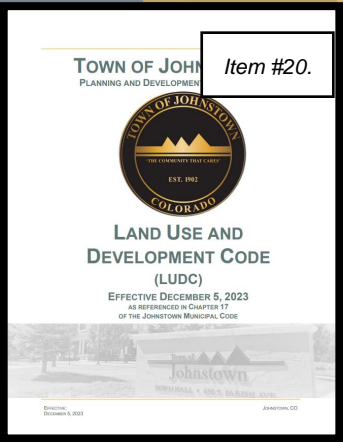
Item #20.



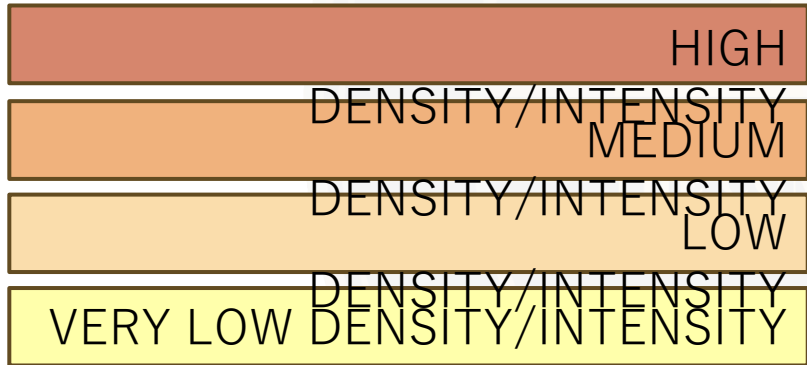




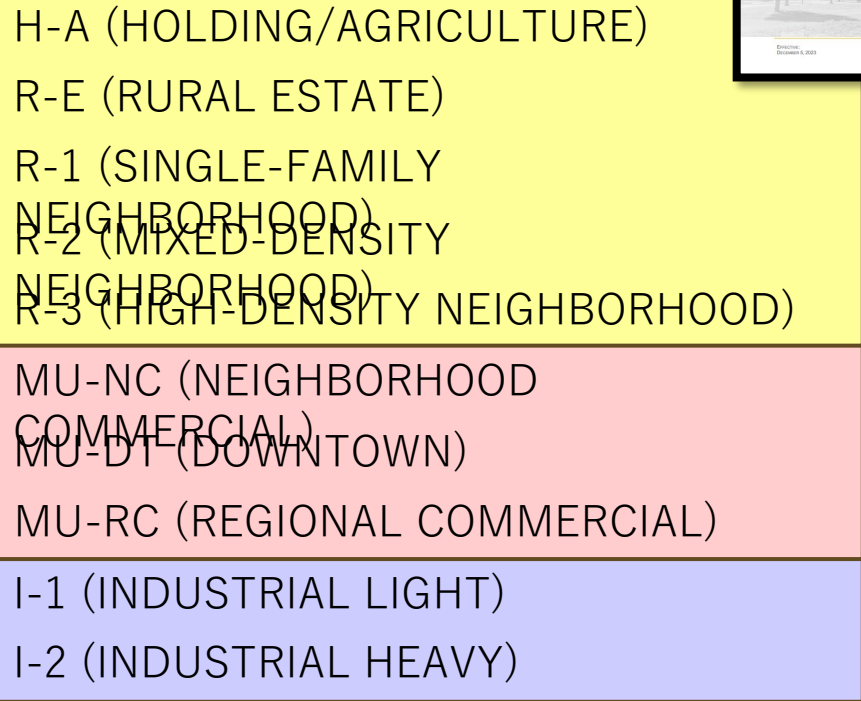
# LAND USE v ZONING



## LAND USE CATEGORIES (COMP PLAN)



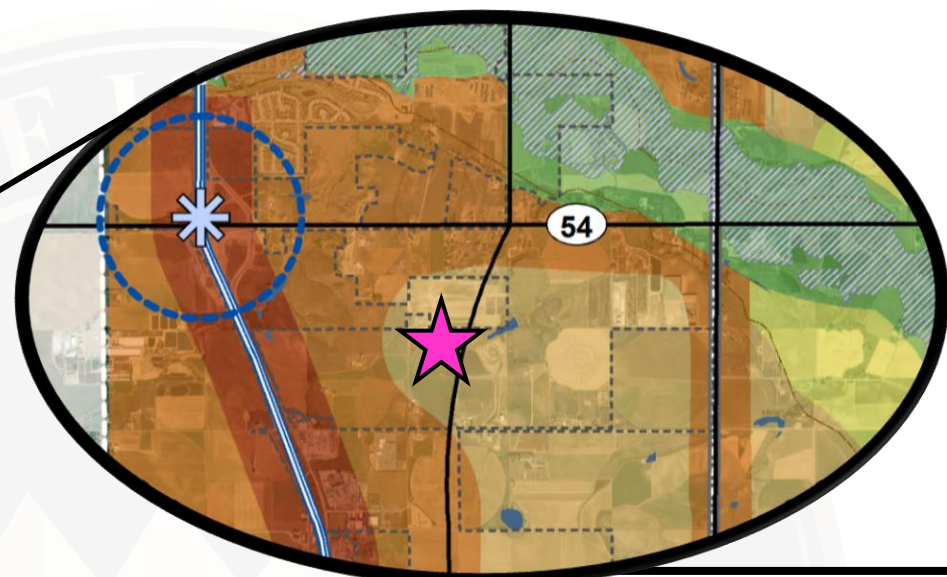
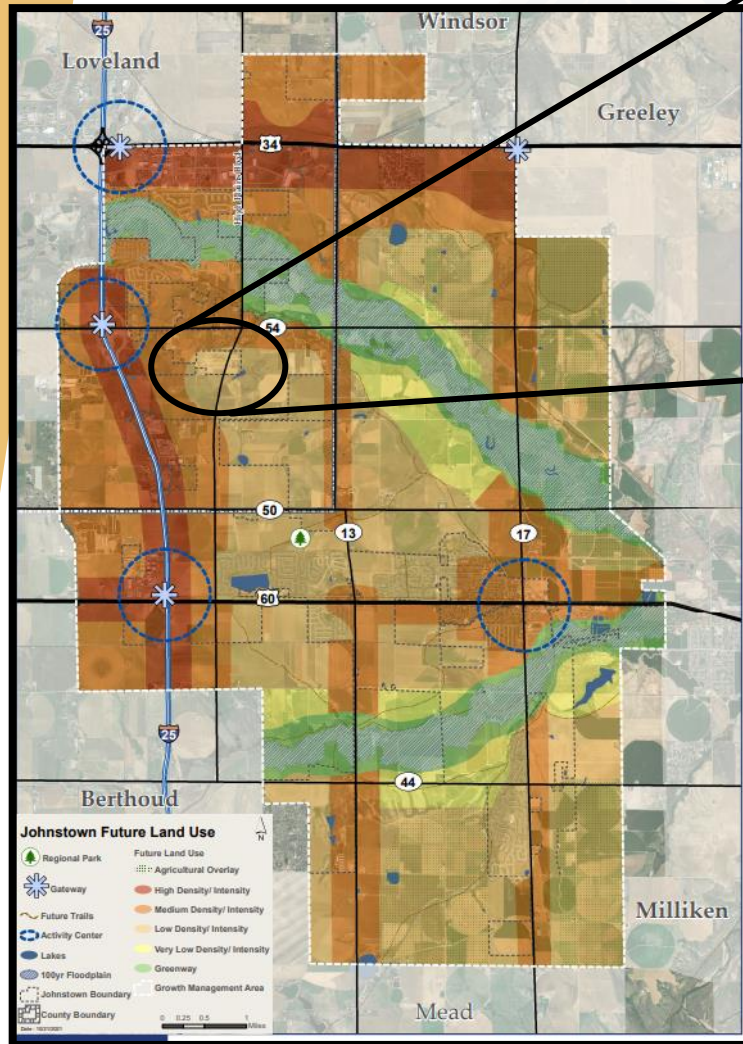
## ZONING CATEGORIES (LUDC)



**Land Use:** Characteristic of the typical development or activity that occurs on the land.

Land Use Regulation (and **Zoning**): the municipal or local laws or regulations that indicate the permitted use of the property in accordance with the Town's regulations and guidelines.

# ZONING COMPREHENSIVE PLAN



- High Density/ Intensity
- Medium Density/ Intensity
- Low Density/ Intensity
- Very Low Density/ Intensity

### LOW DENSITY/INTENSITY (LDI)

#### INTENT & DESIRED CHARACTER

A Low Density/Intensity area (LDI) will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower-density townhomes or duplex/patio homes. Commercial will be less prominent and focused on neighborhood-level services such as a convenience store, gas station, dance/karate studio, auto shop, salon, or restaurant, and civic uses (parks, library, schools).

Low Density/Intensity areas will occur along collector and local street corridors, and are likely to be adjacent to MDI and HDI areas, which serve to buffer LDIs from major street corridors and busier commercial areas. LDIs will strive to offer complete neighborhoods with easy access to neighborhood services, parks, schools, and be connected to adjacent neighborhoods and multi-modal corridors with trails and walks.

Commercial areas in LDIs will feature smaller building footprints (3,000-30,000 SF), and be focused on providing smaller-scale retailers and services aimed at serving the immediate neighborhood and community, with more walkability and attractive landscaping that helps slow traffic and break-up parking areas, and enjoyable outdoor spaces to gather. Sidewalk patios and plazas offer patrons enjoyable places to meet and eat, gather and chat with neighbors. The commercial uses may occur in small commercial centers with multiple businesses, with cumulative commercial areas of around 100,000 SF.

Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. An LDI neighborhood may utilize winding internal streets and cul-de-sac configurations; perimeter fencing and landscaping for buffers, pocket parks and playgrounds within neighborhoods, connected to a trail system. These provide another great solution for integrating a range of lifestyles, incomes, and ages into a neighborhood.

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### RECOMMENDATIONS

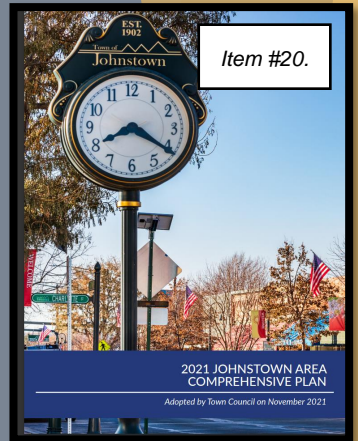
**Uses:**  
Streets and spaces support lower volumes of vehicles and people, with most homes and driveways accessing from local streets.  
Attractive streetscape is presented along major corridors, with a more suburban-style development dominated by residential, but still allowing commercial uses and centers for small-scale uses that directly serve nearby neighborhoods and local residents.  
Signage is pedestrian-scale along walking areas. Along streets, signs are monument-style or master-planned for commercial centers, and/or with adjacent neighborhoods, for consistency and aesthetics.

**Density Range:**  
4-10 DU/Acre

**Intensity:**  
Maximum of 3 stories, 70% lot coverage, 20-foot setbacks from roadways with screened parking areas.

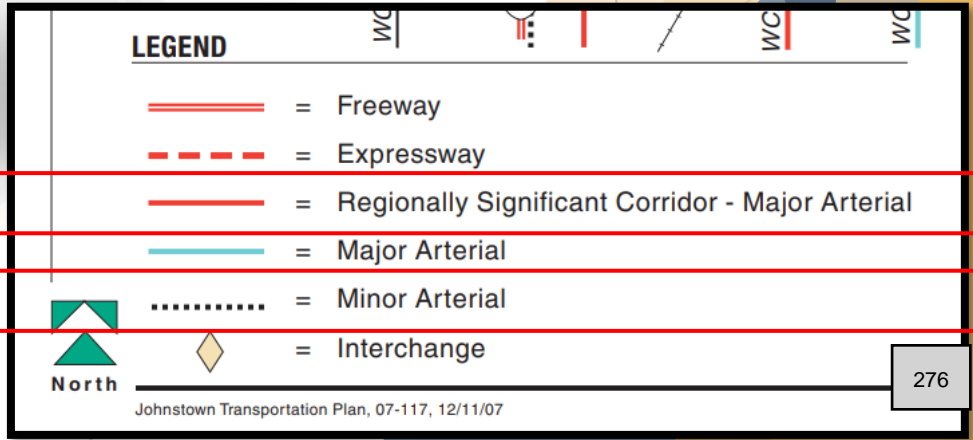
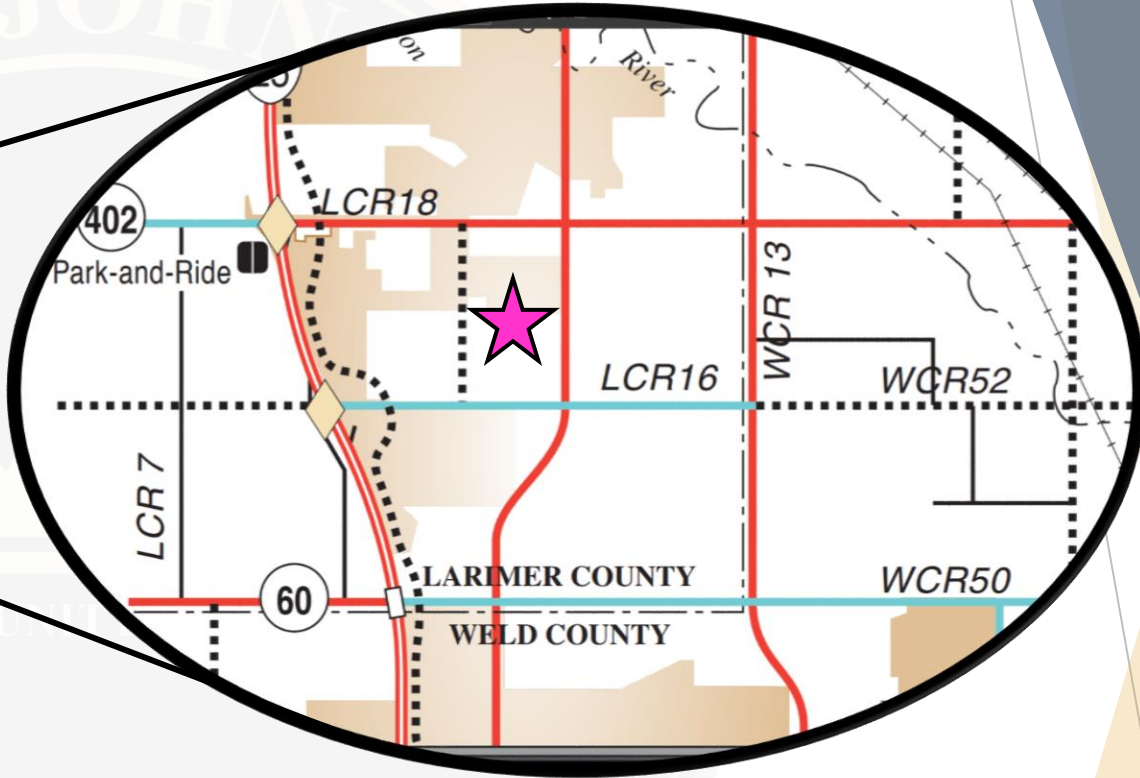
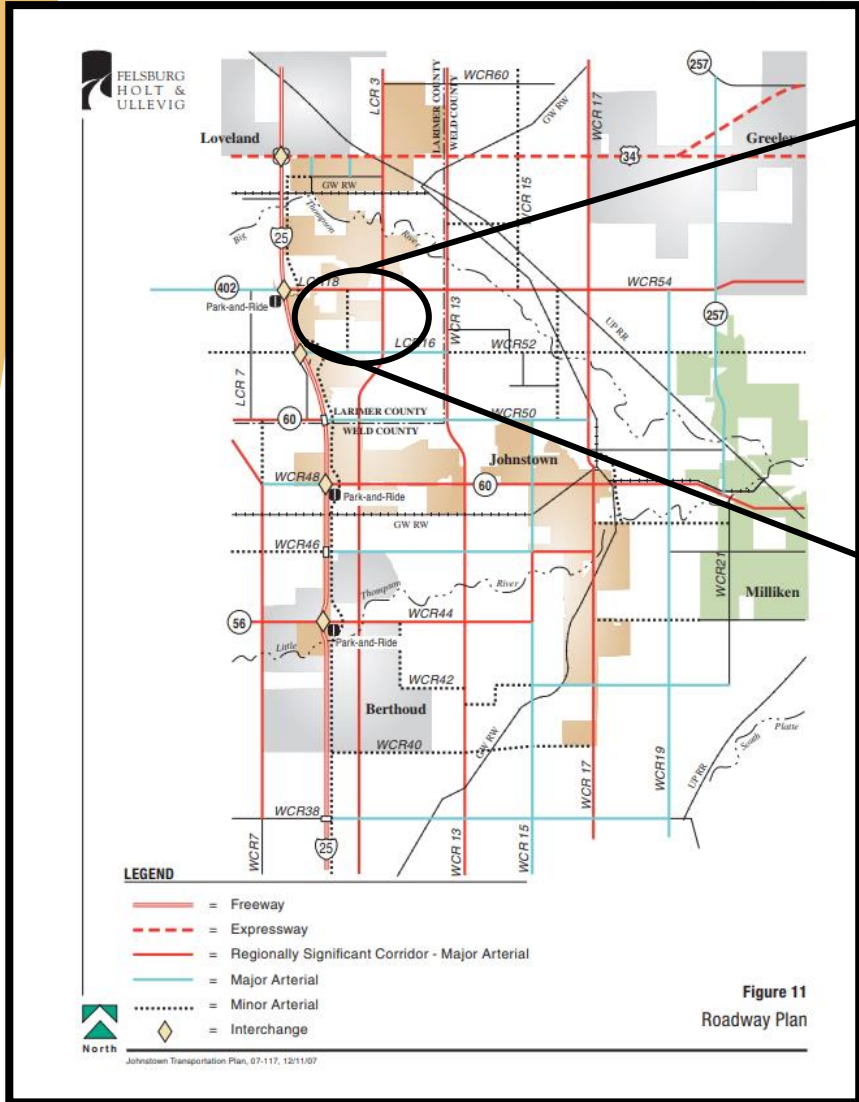
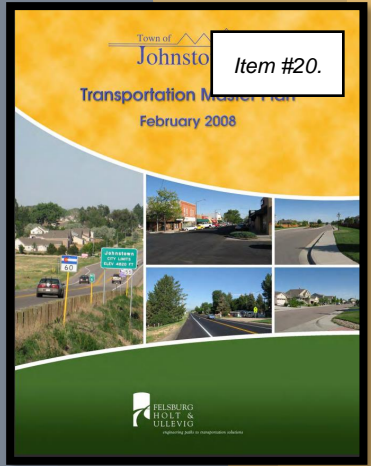
**Approximate Land Use Balance:**  
15-20% non-residential to 80-85% residential uses.

CHAPTER 5: FUTURE LAND USE • 51





# ZONING – TRANSPORTATION MASTER PLAN



The Community that Cares

# ZONING - LUDC

intention given for the character of specific areas, the development patterns and context, and the types or intensity of uses and buildings.

Table 4-1: Zoning Districts & Intent

District & Intent	Relationship to Comprehensive Plan
<p><b>H-A - Holding / Agriculture.</b> The H-A district is intended for agriculture and associated uses, and may include rural residential living with detached houses on acreages or very large "pre-development" lots. Due to the development patterns and inefficiency of providing municipal services, this area receives only limited infrastructure investment. It is used as a "pre-development" district to preserve open and rural lands, or to hold areas until more coordinated, compact, and efficient growth and development can occur.</p>	<p>Limited application as a pre-development area or to preserve agriculture lands in the very low intensity areas.</p> <p>Alternatively, the conservation pattern can be used to cluster development areas served by infrastructure in exchange for preserving large, in-tact areas of open space, natural areas, or agriculture lands.</p>
<p><b>R-E - Rural Estate.</b> The R-E district is intended for very low-density residential living (detached houses) on larger lots. These districts permit limited farming, agriculture and similar, less intense rural uses that are compatible with low density living. Due to the dispersed development intensity, this area receives lower levels of infrastructure investment and public service, unless used in association with planned conservation or agricultural preservation strategies, or in very limited application of estates as part of a border, mixed-density neighborhood pattern.</p>	<p>Limited application on the edges of neighborhoods abutting rural and natural areas, or for rural housing on the very low intensity areas. In these cases, the conservation pattern is recommended to cluster development in areas served by infrastructure in exchange for preserving large, in-tact areas of open space, natural areas, or agriculture lands.</p>
<p><b>R-1 - Single-Family Neighborhood.</b> The R-1 district provides residential living (detached houses) in lower-density suburban or walkable neighborhood settings with access to supporting uses such as schools, churches, parks, and other public facilities.</p>	<p>General application in low and moderate intensity areas, to provide a compatible range of lots in suburban or walkable neighborhoods.</p> <p>Limited applicability in greenbelt areas, where restricting site factors, hazards, or natural features may be properly mitigated and integrated into low density development patterns or coordinated with the conservation pattern.</p>
<p><b>R-2 - Mixed-Density Neighborhood.</b> The R-2 district provides residential living (range of small-scale residential building types) in</p>	<p>General application in moderate and high-intensity areas, as a complementary component</p>

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## ARTICLE 4 – DISTRICTS & USES 17-4-1 ESTABLISHMENT OF ZONING DISTRICTS

Table 4-1: Zoning Districts & Intent

District & Intent	Relationship to Comprehensive Plan
<p>compact, walkable neighborhood settings, allowing a mix of housing unit options, and integration or transition to complementary and supporting non-residential uses. A well-designed public realm provides the focal point to integrate a variety of building types with a consistent neighborhood character.</p>	<p>of connected and walkable neighborhoods or the predominant residential component of downtown, mixed-use areas, and transit-served nodes.</p>
<p><b>R-3 - High Density Neighborhood</b> The R-3 district provides residential living (small- or large-scale residential building types) in a moderate-to-high-density pattern in suburban areas or walkable neighborhoods. This district should be located as a transition between lower-density neighborhoods or more intense non-residential uses, and where a high level of accessibility, public amenity and support services are immediately available.</p>	<p>General application in high-intensity areas, or limited applicability at strategic points and transitions to and within Activity Centers.</p>
<p><b>MU-DT - Downtown.</b> The MU-DT district provides an integrated mix of retail, service, entertainment, and civic uses, and supporting office and residential uses, in a compact and walkable format. This district preserves the historic "main street" scale and small-town character of Johnstown. It is the vibrant heart of the community with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale</p>	<p>General application for Downtown Activity Center.</p>



## LAND USE AND DEVELOPMENT CODE (LUDC)

EFFECTIVE DECEMBER 5, 2023  
AS REFERENCED IN CHAPTER 17  
OF THE JOHNSTOWN MUNICIPAL CODE

## ARTICLE 4 – DISTRICTS & USES

### 17-4-2 PERMITTED USES

Table 4-2: Permitted Principal Land Uses

	H-A	R-E	R-1	R-2	R-3	MU-NC	MU-DT	MU-RC	I-1	I-2	Specific Conditions
<p>P = Permitted, subject to general district standards S = Permitted, by Use by Special Review, a discretionary process = Blank means the use is not permitted</p>											
<b>Residential Uses</b>											
One-unit Dwellings	P	P	P	P	P						Table 5-1
Attached One-Unit / Multi-unit Dwellings				P	P	P	P	P			Table 5-1
Household Living											
Dwellings – Mixed-use					S	P	P	P			17-4-3.B
PD: Mfgd / Small Format Home Community				S	S	S	S				17-5-6
Established Residential (all building types)						P	P	P	P	P	
Group Living											
Group Home – Small	P	P	P	P	P	P	S	S			17-4-3.C
Residential Care – Limited	S	S	S	S	S	P	S	P			17-4-3.D
Residential Care – General					S		S	P			17-4-3.D
Residential Care – Institutional								S	S		



# ZONING – LUDC – ARTICLES 3 & 5



## LAND USE AND DEVELOPMENT CODE (LUDC)

EFFECTIVE DECEMBER 5, 2023

AS REFERENCED IN CHAPTER 17 OF THE JOHNSTOWN MUNICIPAL CODE



### ARTICLE 3 – SUBDIVISION, DEVELOPMENT, & COMMUNITY DESIGN

#### 17-3-1 STREETS

**Table 3-1: Block Sizes & Connectivity**

Planning Context	Block Size	Closed-End Street Ratio
<b>Downtown, Walkable Commercial, &amp; Mixed-Use Neighborhoods</b> Downtown, near downtown areas, walkable commercial areas, primarily in the Activity Centers, high density/medium density areas or other commercial nodes, downtown or mixed-use neighborhood corridors in these areas where walkable patterns and small-block modes are planned.	100 min. 150 max. 4 ac. max.	Per Exceptions 0 to 25%
<b>General Neighborhoods &amp; Non-Residential</b> Walkable mixed-density and suburban neighborhoods and other areas supporting commercial centers or employment areas within walkable corridors, primarily in the Moderate and Low Intensity (Density) areas.	200 min. 300 max. 7 ac. max.	Per Exceptions 0 to 25%
<b>Campus, Rural, or Remote Areas</b> Low-density areas where large-scale uses with internal circulation or low intensity (density) uses with limited circulation needs, where disrupting the development patterns and street network is justified, typically in the Very Low Density (Intensity or Greenway) areas.	200 min. 1,320 max. 15 ac. max.	60% max.

Effective: December 5, 2023 | Chapter 17 | Johnstown Land Use & Development Code | 3-2

### ARTICLE 3 – SUBDIVISION, DEVELOPMENT, & COMMUNITY DESIGN

#### 17-3-1 STREETS

3. **Walkways and Bicycle Routes.** In any case where exceptions for larger blocks apply, or any other area where pedestrian and bicycle connections are important, such as adjacent to schools, parks, trail systems or community centers, the Town may require pedestrian walkways or bicycle routes through blocks or at the end of any closed-end street. Connections shall meet the open space design standards in Section 17-3-2.

4. **External Connections.** Streets shall be planned to provide extension to adjacent areas and parcels at intervals where all resulting blocks meet the standards in Table 3-1, unless justified by an exception in 17-3-1.B.  
a. The Town may require discontinuation of right-of-way and construction of streets extended to the boundary line of the property to be subdivided or approve

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### ARTICLE 3 – SUBDIVISION, DEVELOPMENT, & COMMUNITY DESIGN

#### 17-3-3 BLOCKS & LOTS

**Enhanced Streetscape**

**Size:**  
 □ Gateway features: 100 ft. x 16 ft.  
 □ Pedestrian Landscape Amenity: at least 50% more than required for streets by Section 3.01  
 □ Boulevard Median: 12 collector, 16 arterial

**Service Area:** Abutting lots on same block

**Design Elements & Guidelines**

- Gateway corridors/landscape and ornamental structures at important intersections or at entrances to distinct neighborhoods or districts. Gateways may be located more frequently throughout a neighborhood or district with smaller, subtle treatments at multiple intersections, creating a hierarchy of streetscape elements that define the character of the area.
- Gateway landscape: 1 canopy tree per 35' of street frontage; 1 ornamental tree or evergreen tree per 250 ft. x 13 shrub per 100 ft.
- Pedestrian and landscape amenity areas at least 50% greater than required by the streetscape design in Section 17-3-1 or landscape median of at least 12' or collector streets or 14' on arterial streets, may count to common space open.
- Pedestrian and landscape amenities shall include planting that is at least 50% above the rate required for the street.
- Streetscape enhancements shall generally be located in separate tracts designated on a plat or require additional right-of-way.

**17-3-3 Blocks & Lots**

A. **Intent.** The intent of the blocks and lots standards is to:

1. Ensure the proper arrangement of blocks and lots in relation to the street network and open and civic spaces.
2. Design subdivisions to be coordinated with adjacent development patterns or future development in terms of street networks, open and civic spaces, and block patterns.
3. Arrange blocks and lots in a manner that least disrupts to existing topography and capitalizes on inherent natural characteristics of the land as defining features.
4. Coordinate access and utilities for each lot in association with larger systems of streets and infrastructure.
5. Promote appropriate site, building, and frontage designs in relation to streetscapes and open spaces.
6. Ensure that all lots are buildable according to this code and that all non-developed tracts or other parcels serve community functions in relation to the overall development pattern.

B. **Block & Lot Arrangement**

1. **General Layout.** All blocks shall be laid out to have two tiers of lots fronting streets on opposite sides, unless dictated by existing development patterns outside of the control of the project or by access management on regional transportation routes. In these cases, streetscape standards and open or civic spaces should be used to create buffers and transitions at the rear of lots.
2. **Block Size & Patterns.** The maximum block length shall be based on the street connectivity standards and specific context as identified in Section 17-3-1.
3. **Lot Patterns.**

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### ARTICLE 5 – RESIDENTIAL DEVELOPMENT & DESIGN

#### 17-5-2 RESIDENTIAL BUILDING TYPES

#### 17-5-2 Residential Building Types

A. **Building Types & Development Standards.** The development standards for residential zone districts shall be based on the different building types permitted in each zone district, specified in Table 5-1, Residential District Building & Lot Standards. The design standards in other sections of this Article, or any other adopted design guidelines, may further affect the design and location of each building type in a specific application.

Figure 5-1 Building Types  
 Building types in Table 5-1 are distinguished based on lot size, unit configuration, building footprint, building massing, building placement and frontage design. This diagram illustrates these building types in Table 5-1 applied to a typical lot.

A Lot Size  
 B Width  
 C Open Space  
 D Min. Setback  
 E Height

Effective: December 5, 2023 | Chapter 17 | Johnstown Land Use & Development Code | 5-2

### ARTICLE 5 – RESIDENTIAL DEVELOPMENT & DESIGN

#### 17-5-2 RESIDENTIAL BUILDING TYPES

#### 17-5-3 Neighborhood Design

A. **Frontage Design.** The design of lot frontages establishes the relationship of buildings and lots to the streetscape. Frontage design includes building placement, lot shape, garage extent and location, and entry features. Frontage Types designed according to the standards and design objectives of this sub-section may be used to modify the front setback established in Table 5-1.

1. **Design Objectives.** Frontage types shall be applied to meet the following design objectives:

- a. Enhance the image of neighborhoods by coordinating streetscape investment with private lot and building investment.
- b. Design frontages to the context of the neighborhood, block and street.
- c. Coordinate development across lots, considering the cumulative impacts on streetscapes from access, parking, and landscape design.
- d. Orient all buildings and lot frontages to the streetscape, while still promoting effective transitions from public spaces to private spaces on the lot.
- e. Limit the impact on the neighborhood streetscape from frontages designed for car access, particularly on narrower lots or walkable streets and neighborhoods.
- f. Provide outdoor social spaces that activate the streetscape.
- g. Use front entry features to reinforce neighborhood character, promote unique design, create wide variation in building patterns, and create a consistent, human-scale connection to the streetscape.

2. **Frontage Design Standards.** Frontage types shall be designed according to the standards in Table 5-3, Residential Frontage Types & Design Standards. Sub-sections follows the table provide specific design strategies and techniques to be used to meet these standards. Where multiple frontage types are permitted, the applied frontage should be similar for all lots on the same block face or gradually transition to different building placement and frontage types on adjacent lots. In general, the front building line (FBL) of adjacent buildings shall not differ by more than 5 feet.

Effective: December 5, 2023 | Chapter 17 | Johnstown Land Use & Development Code | 5-4

### ARTICLE 5 – RESIDENTIAL DEVELOPMENT & DESIGN

#### 17-5-3 NEIGHBORHOOD DESIGN

**Table 5-3: Residential Frontage Types & Design Standards**

Frontage Element	Terrace Frontage	Neighborhood Frontage	Suburban Frontage	Buffer Frontage
<b>Restrictive Concept</b>				
<b>Application</b>	R-1 R-2 R-3	■	■	■
<b>Front Building Line (FBL)</b>	10' - 25'	25' - 60'	25' +	35' +
<b>Front Entry Features</b>	Required (Sec 17-5-3)	Required (Sec 17-5-3)	Required (Sec 17-5-3)	Optional
<b>Driveway Width</b>	15% of lot width, up to 20' maximum	20% of lot width, up to 20' maximum	40% of lot width, up to 27' maximum	25% of lot width, up to 36' maximum
<b>Garage Limitations</b>	• 20% of linear ft of front facade • Flush or behind FBL • up to 30% if 12'-behind FBL	• 35% of linear ft of front facade • Flush or behind FBL • up to 40% if 12'-behind FBL	• 50% of linear ft of front facade • 12' in front of FBL, max. • No requirement if set back more than 60' from front lot line and behind FBL	• 45% of linear ft of front facade and • 12' in front of FBL, max. • No requirement if set back more than 60' from front lot line and behind FBL
<b>Frontage &amp; Front Yard Landscaping [1]</b>	• 60% minimum landscape; and • 40% maximum hardscape.	• 75% minimum landscape; and • 25% maximum hardscape.	• 50% minimum landscape; and • 50% maximum hardscape.	• Type I: 5' + buffer on constrained sites or minor streets. • Type II: 15' + buffer generally. • Type III: 30' + buffer on sites over 2 acres or major streets.

[1] Landscaping refers to allocation of space between front lot line and front building line. See Section 17-8.2 Landscape Design. Hardscape includes drives, and walks.

Effective: December 5, 2023 | Chapter 17 | Johnstown Land Use & Development Code | 5-9

### ARTICLE 3 – SUBDIVISION, DEVELOPMENT, & COMMUNITY DESIGN

#### 17-3-3 BLOCKS & LOTS

2. **Exceptions.** Blocks may only exceed the area or block length maximums in Table 3-1, or provide alternative designs and connectivity, based on the following exceptions:

1. **Natural Features.** Open Space, Open Space, Blocks or parcels, including or containing important natural features, topographical constraints, or open space, may be used to justify a deviation from the standards in Table 3-1. Natural features and topography shall be integrated into the public realm design for the area.
2. **Regional Transportation Routes.** Blocks or parcels abutting and developed along regional transportation routes that impede local network connectivity, such as highways or rail right-of-way, may be modified provided the street network and development pattern achieves local connectivity at all other ways possible.
3. **Overlaid Plans.** Towns may, in compliance with these regulations and permit a logical pattern of re-subdivision with minimal disruption of existing or planned buildings, utilities, or other infrastructure.
4. **Overlaid Plans.** Where overlaid parcels are planned for special land uses or development patterns that accommodate large-scale buildings, such as campuses, industrial uses, employment centers, or regional commercial areas, permitted blocks may be larger provided private development maintains the block structure of Table 3-1. Private streetscapes shall meet streetscape and design standards of this section and create logical extensions and connections to the public street network beyond the project.
5. **Overlaid Plans.** In any case where streets are not required to connect by these standards or are justified by these exceptions, alternative designs such as basic, courtyard blocks, or streets are preferred over street ends and side-stacks as shown in Figure 3-3.
6. **Specific Plan.** A specific street network plan approved by the Town through the planned development process in 17-2-4 or similar planning relation for a connected lot network for a significant area beyond individual projects may provide alternative connectivity provided there are sufficient external connections to the surrounding transportation system and the design meets the intent and design objectives of this section.

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### ARTICLE 5 – RESIDENTIAL DEVELOPMENT & DESIGN

#### 17-5-3 NEIGHBORHOOD DESIGN

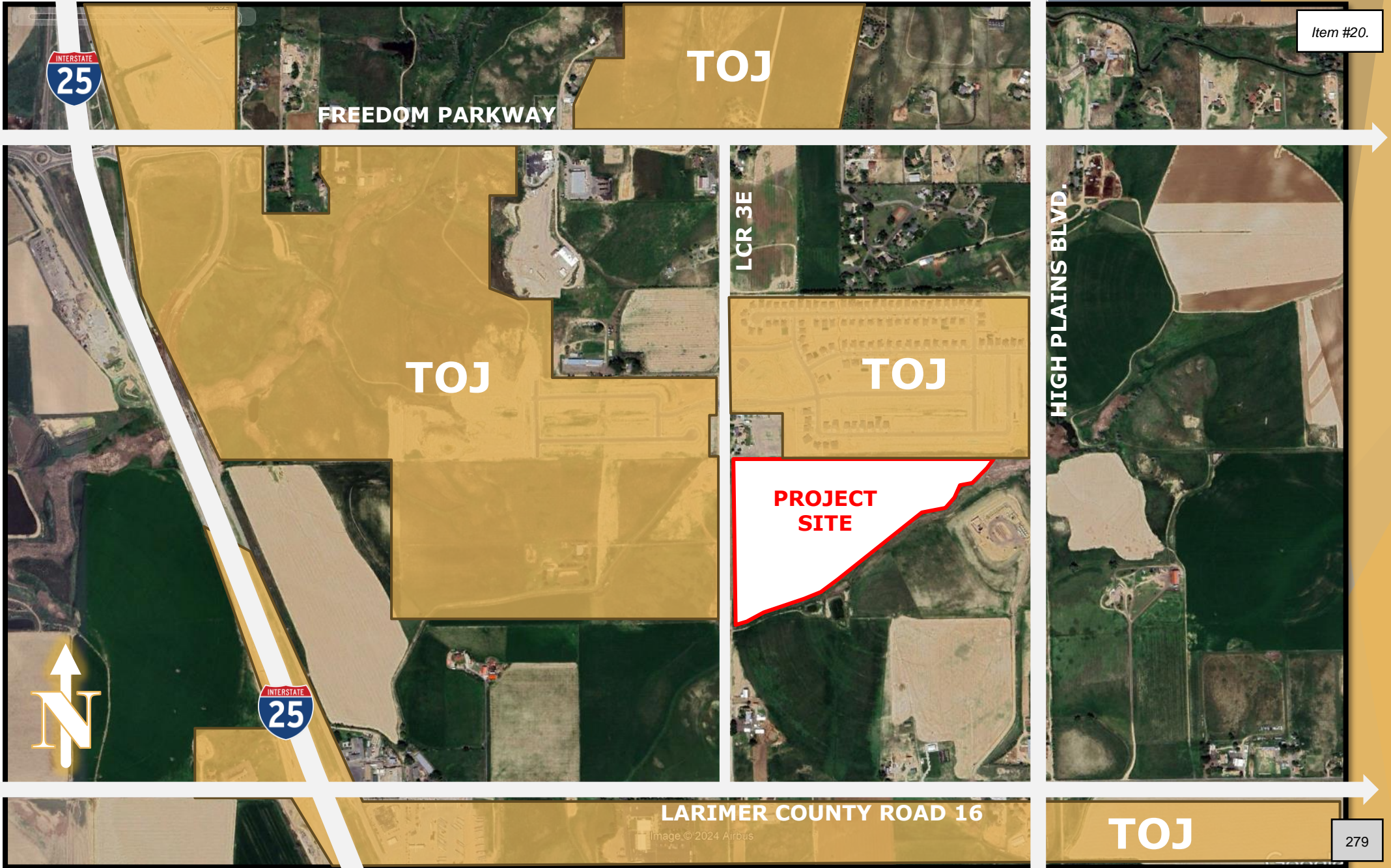
7. **Variations of Buildings.** All projects involving three or more buildings shall provide variations in the elevations from the two buildings on each adjacent side, and the three nearest buildings on the opposite side of a facing block, with at least two of the following:

- a. Variations in the front entry features as indicated in Section 17-5-3.A.3
- b. Variations in the roof forms, including the type of roof, orientation of gables, or other features, such as porches, no. of gables, flat roofs, or no roof.
- c. Different building materials and textures associated with the entry features, such as cantored, offset, or right- or warped, projecting or embedded, and half or full length, or other.
- d. Different ornamentation or architectural styles that lead to distinct building styles within a similar scale or pattern.
- e. Variations in the facade composition, including massing, modulation, window forms and placement, materials, and details, and ornamentation. To the extent that the buildings have a distinct appearance.
- f. Variations in the roof forms, including the type of roof, orientation of gables, or other features, such as porches, no. of gables, flat roofs, or no roof.
- g. Variations of the building type or models of the same type with distinctively different roof plans that use a different massing. Massing includes the same massing and four feet shall not be used to meet the variation requirement.
- h. The use of multiple building forms.
- i. For duplexes / multi-unit houses that are intended to mimic the scale and form of detached houses, a hierarchy of open and entrances shall be used to create the appearance of a single building, and the variation shall apply between units in the building.
- j. For row houses and similar buildings that are clearly designed for multiple units, subtle variations in the materials and entry features shall be used to emphasize different units, and the variation shall apply between units in the building.

Effective: December 5, 2023 | Chapter 17 | Johnstown Land Use & Development Code | 5-18



# VICINITY MAP





# ADJACENT ZONING

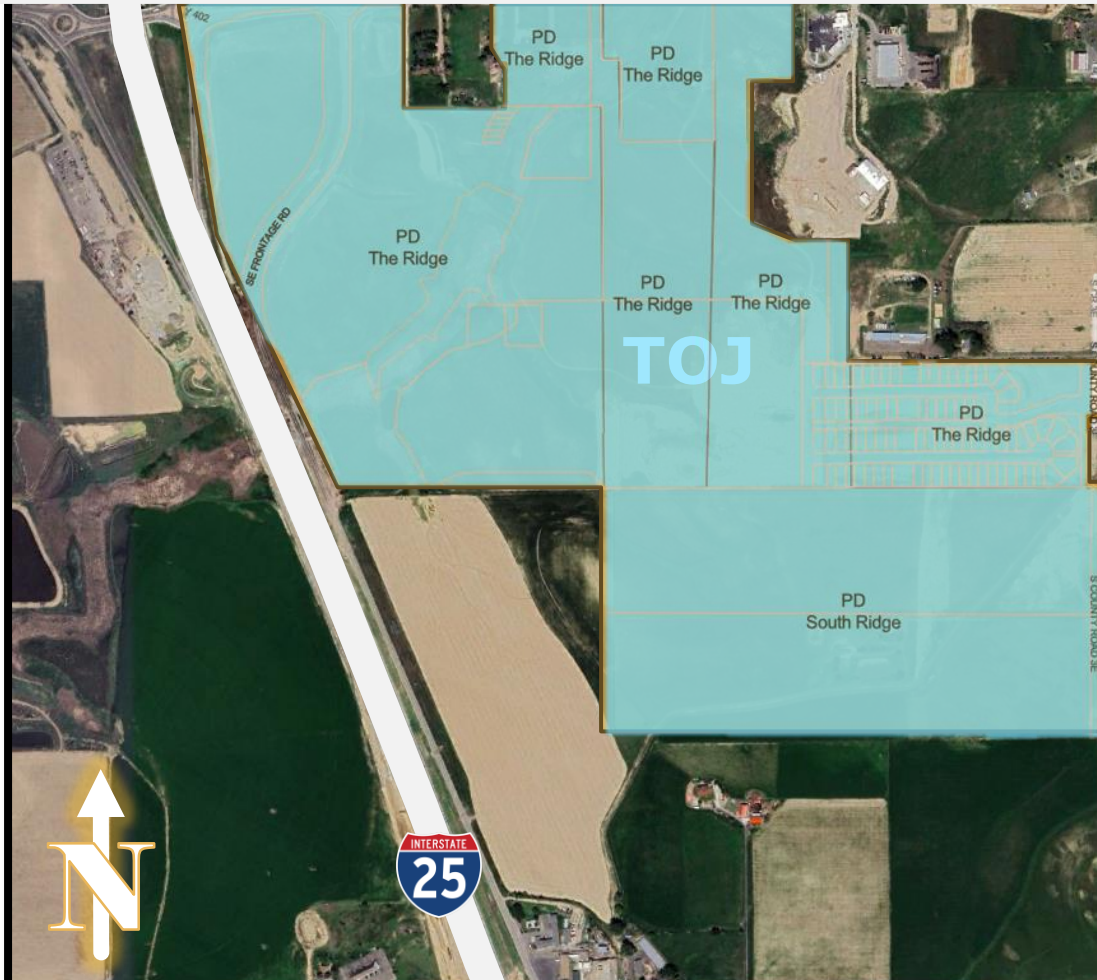
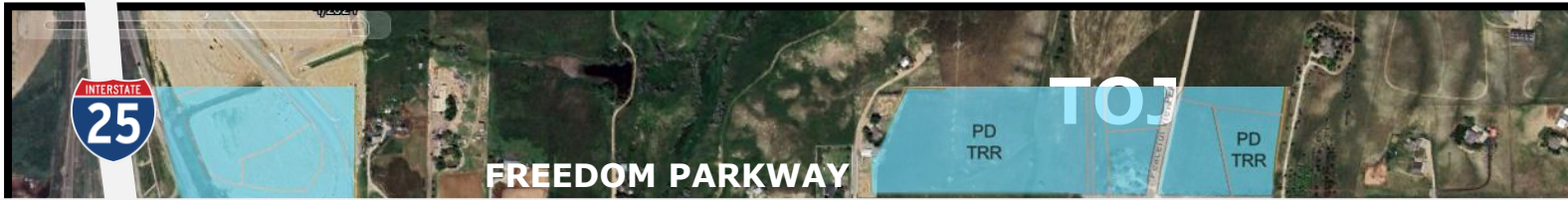


Image © 2024 Airbus

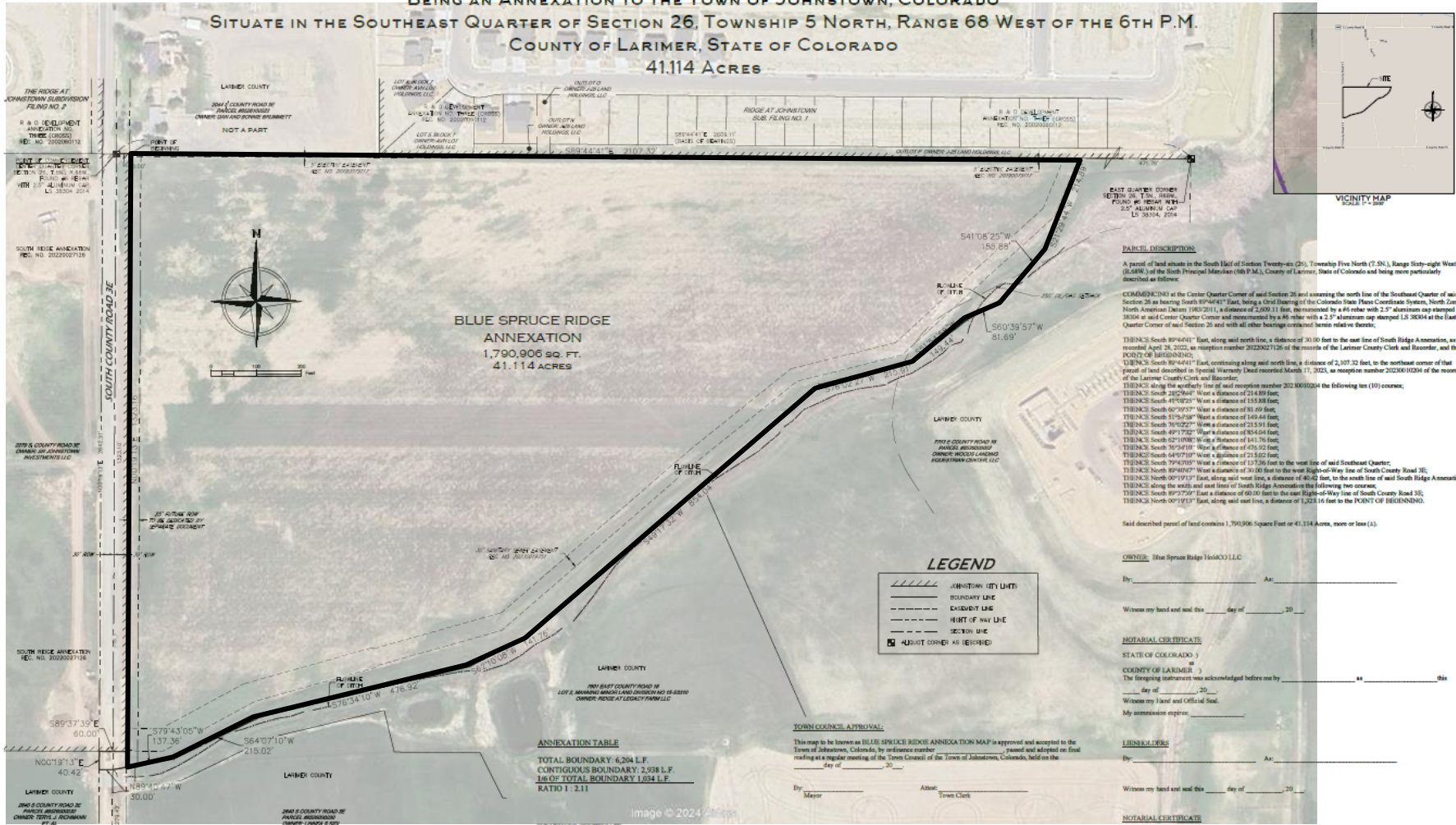


# BLUE SPRUCE RIDGE ANNEXATION MAP

BEING AN ANNEXATION TO THE TOWN OF JOHNSTOWN, COLORADO

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 COUNTY OF LARIMER, STATE OF COLORADO  
 41.114 ACRES

Item #20.



**BLUE SPRUCE RIDGE ANNEXATION**  
 1,790,906 sq. ft.  
 41.114 ACRES

**LEGEND**

- BOUNDARY LINE
- EXISTING LINE
- RIGHT OF WAY LINE
- SECTION LINE
- ADJACENT CORNER AS DEPICTED

**ANNEXATION TABLE**

TOTAL BOUNDARY	6,294 L.F.
CONTIGUOUS BOUNDARY	2,928 L.F.
1/6 OF TOTAL BOUNDARY	1,034 L.F.
RATIO	1:2.11

**PARTS DESCRIPTION:**  
 A part of land situate in the South Half of Section Twenty-six (26), Township Five North (T. 5N.), Range Sixty-eight West (R. 68W.) of the Sixth Principal Meridian (66 P. 6M.), County of Larimer, State of Colorado and being more particularly described as follows:  
 COMMENCE at the Center Quarter Corner of said Section 26 and assuming the north line of the Southeast Quarter of said Section 26 as bearing South 89°44'11" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2,609.11 feet, more or less, by a 46 rebar with a 2.5" aluminum cap stamped L.S. 38044 at the East Quarter Corner of said Section 26 and with all other bearings contained herein relative thereto;  
 THENCE South 89°44'41" East, along said north line, a distance of 30.00 feet to the east line of South Ridge Annexation, as recorded April 28, 2022, as reception number 2022002126 of the records of the Larimer County Clerk and Recorder, and the POINT OF BEGINNING;  
 THENCE South 89°44'41" East, containing along said north line, a distance of 2,307.32 feet, to the northeast corner of that parcel of land described in Special Warranty Deed recorded March 17, 2022, as reception number 2022001024 of the records of the Larimer County Clerk and Recorder;  
 THENCE along the westerly line of said reception number 2022001024 the following ten (10) courses;  
 THENCE South 28°29'40" West a distance of 214.89 feet;  
 THENCE South 41°02'25" West a distance of 133.88 feet;  
 THENCE South 60°39'27" West a distance of 81.69 feet;  
 THENCE South 57°28'28" West a distance of 149.44 feet;  
 THENCE South 79°02'27" West a distance of 215.91 feet;  
 THENCE South 49°17'22" West a distance of 844.04 feet;  
 THENCE South 42°10'08" West a distance of 141.76 feet;  
 THENCE South 70°34'10" West a distance of 475.92 feet;  
 THENCE South 64°07'17" West a distance of 215.62 feet;  
 THENCE North 89°43'03" West a distance of 137.36 feet to the west line of said Southeast Quarter;  
 THENCE North 00°19'13" East, along said west line, a distance of 40.42 feet, to the south line of said South Ridge Annexation;  
 THENCE along the south and east lines of South Ridge Annexation to the following two courses;  
 THENCE South 89°27'59" East a distance of 60.00 feet to the east Right-of-Way line of South County Road 3E;  
 THENCE North 00°19'13" East, along said east line, a distance of 1,233.16 feet to the POINT OF BEGINNING.

Said described parcel of land contains 1,790,906 Square Feet or 41.114 Acres, more or less (±).  
 OWNER: Blue Spruce Ridge 163400 LLC  
 By: \_\_\_\_\_ At: \_\_\_\_\_  
 Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
**NOTARIAL CERTIFICATE**  
 STATE OF COLORADO )  
 COUNTY OF LARIMER )  
 The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Witness my hand and Official Seal.  
 My commission expires: \_\_\_\_\_  
 By: \_\_\_\_\_ At: \_\_\_\_\_  
 Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
**NOTARIAL CERTIFICATE**  
 STATE OF COLORADO )  
 COUNTY OF LARIMER )  
 The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Witness my hand and Official Seal.  
 My commission expires: \_\_\_\_\_

**TOWN COUNCIL APPROVAL:**  
 This map to be known as BLUE SPRUCE RIDGE ANNEXATION MAP is approved and accepted to the Town of Johnstown, Colorado, by ordinance number \_\_\_\_\_ passed and adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 By: \_\_\_\_\_ Mayor Attest: \_\_\_\_\_ Town Clerk

**PLANNING AND ZONING APPROVAL:**  
 This Map to be known as BLUE SPRUCE RIDGE ANNEXATION was recommended by the Town Council for approval by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Planning Commission Chairperson: \_\_\_\_\_

**BASES OF BEARINGS AND LINEAL UNIT DEFINITION**  
 Assuming the North line of the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, as bearing South 89°44'11" East, a distance of 2,609.11 feet and with all other bearings contained herein relative thereto.  
 The lineal distances as contained herein are based upon the "U.S. Survey Foot".

**TITLE COMMITMENT NOTICE**  
 For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-030623182-414, dated August 26, 2023, as prepared by Heritage Title Company to delineate the aforesaid information. This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

**PRELIMINARY**

Matthew A. Eramer - On Staff of Majestic Surveying, LLC  
 Colorado Licensed Professional Land Surveyor #33844  
 math@majesticsurveying.com

 MAJESTIC SURVEYING 81 BISHOP VALLEY DRIVE BOULDER, CO 80504	PROJ. NO: 2022266-A	PROJECT NAME: BLUE SPRUCE	REVISIONS:	DATE:
	DATE: 6-9-2023	CLIENT: H & G	REDLINES:	1-4-24
	DRAWN BY: HAK	FILE NAME: 2022266-A_ANNEX		
	CHECKED BY: MF	SCALE: 1" = 100'		

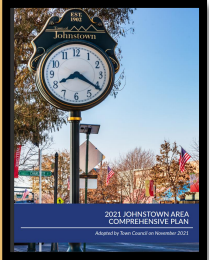


The Community that Cares



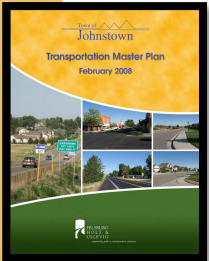


# ZONING - CONCLUSIONS



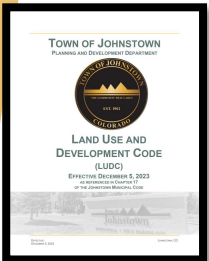
## COMPREHENSIVE PLAN

- The property is located in an LDI land use area.
- LDI areas are intended to provide multiple housing options in low-density formats, including townhomes and duplex/patio houses.
- LDI areas are intended to be served by collector and local streets.



## TRANSPORTATION MASTER PLAN

- The primary street serving the property is a minor arterial.
- A regionally significant major arterial is located immediately east of the property.



## LAND USE & DEVELOPMENT CODE

- The only two zoning designations that allow both single-family detached and single-family attached/multi-unit dwellings is the R-2 and R-3 zones.
- The R-3 zone allows residential uses that are not consistent with LDI areas; therefore, it is not recommended for this property.

Based upon the information presented, R-2 zoning is recommended for this property because it represents the zoning classification best suited to support the goals and objectives of the Town's Comprehensive Plan.

# RECOMMENDATIONS

## **ORDINANCE 2024-247– BLUE SPRUCE RIDGE ZONING**

Based upon the content and findings in the staff report, and the information provided at this hearing, I move to **Approve** Ordinance 2024-247, establishing R-2 zoning for Blue Spruce Ridge, Case No. ANX23-0001



*The Community that Cares*

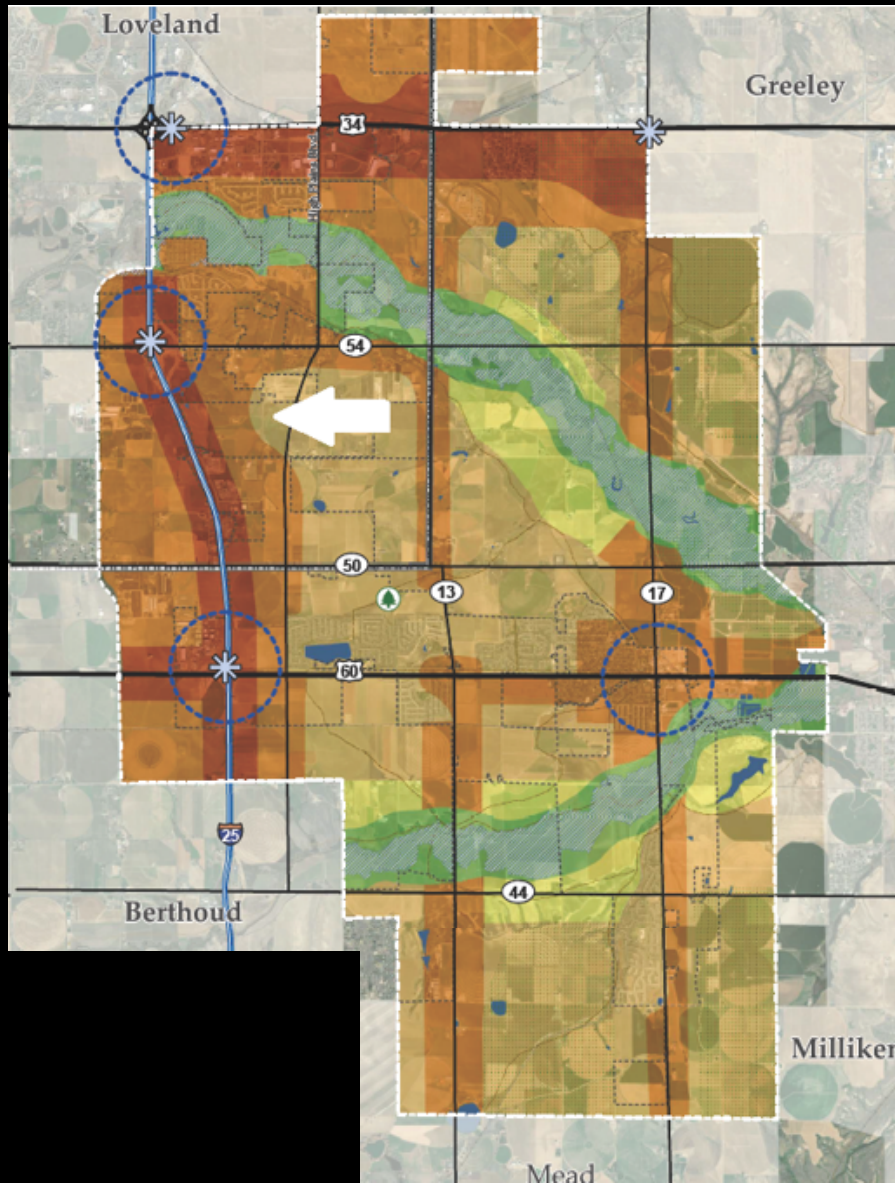


# Blue Spruce Ridge Holdco LLC A Caliber Project

Petition for Annexation and Zoning  
Town of Johnstown

April 1, 2024  
Bob Choate  
Coan, Payton & Payne, LLC







## LOW DENSITY/INTENSITY

### INTENT & DESIRED CHARACTER



“Residential neighborhoods will provide multiple housing and lifestyle options within a more suburban setting. An LDI neighborhood may utilize winding internal streets and cul-de-sac configurations; perimeter fencing and landscaping for buffers, pocket parks and playgrounds within neighborhoods, connected to a trail system. These provide another great solution for integrating a range of lifestyles, incomes, and ages into a neighborhood.”

- Single Family Detached Homes, as well as Townhomes and Duplex/Patio Homes.
- Density Range: 4-10 DU/Acre

## Comprehensive Plan, Chapter 4 – Johnstown Tomorrow – “Where We Live”

“GOAL L1: ENSURE NEIGHBORHOOD CHARACTER AND AMENITIES CONTRIBUTE TO THE HEALTH AND WELLBEING OF DIVERSE RESIDENTS.”

L1.1: “Update land use regulations to... promote creative and diverse housing types and neighborhoods.”

L1.3: “Create a measurable standard to require affordability/attainability, and universal design, in a certain percentage of housing units within new residential developments or seek other techniques to address long term affordability in the community [and] ... promote options and tools to create appropriate housing for senior and low-to-medium income households

**Table 4-1: Zoning Districts & Intent**  
*District & Intent*

“R-2 – Mixed-Density Neighborhood. The R-2 district provides residential living (range of small-scale residential building types) in compact, walkable neighborhood settings, allowing a **mix of housing unit options**, and integration or transition to complementary and supporting non-residential uses. A well-designed public realm provides the focal point to integrate a variety of building types with a consistent neighborhood character.”





**Table 4-1: Zoning Districts & Intent**  
*District & Intent*

“R-1 - Single-Family Neighborhood. The R-1 district provides residential living (**detached houses**) in lower-density suburban or walkable neighborhood settings with access to supporting uses such as schools, churches, parks and other public facilities.”



Zoning Districts							Building / Lot Types	# of Units/ Structure	
H-A	R-E	R-1	R-2	R-3	MU	With PD-M		Principal	Accessory* (ADU)
■	■						<b>Detached House – Farmstead</b>	1	1
	■	■					<b>Detached House – Estate Lot</b>	1	1
		■	■				<b>Detached House – Large Lot</b>	1	1
		■	■	■			<b>Detached House – Standard Lot</b>	1	1
		◊	■	■			<b>Detached House – Small Lot</b>	1	n/a
			◊	◊		■	<b>Detached House – Compact Lot</b>	1	n/a
			■	■			<b>Duplex / Multi-unit House</b>	2 - 6	n/a
			■	■	■		<b>Row House</b>	3 - 8	n/a
			□	■	■		<b>Apartment – Small Lot</b>	3 - 12	n/a
				■	■		<b>Apartment – Medium Lot</b>	13 - 24	n/a
				□	□		<b>Apartment – Large Lot / Complex</b>	25 +	n/a
■	■	■	■	■			<b>Accessory Buildings*</b>	see 17-4-3.B	
						■	<b>Small Format Housing Project</b>		









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

Item #21.

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 06, 2024

**SUBJECT:** Revere North Filing No. 1 & 2 – Case No. SUB23-0015

**ACTION PROPOSED:** Public Hearing – Consideration of Final Subdivision Plat for Revere North Filing No. 1 & 2

**ATTACHMENTS:**

1. Resolution No. 2024-23
2. Vicinity Map
3. Revere North - Filing No. 1 Final Plat
4. Revere North - Filing No. 1 Final Development Plan
5. Revere North - Filing No. 2 Final Plat
6. Revere North - Filing No. 2 Final Development Plan
7. Revere North – Preliminary Plat (Approved 08/23/2023)
8. Architectural Elevations
9. PZC Staff Report (August 23, 2023)
10. Staff Presentation
11. Applicant Presentation
12. Development Agreement Revere North Filing No. 1 & 2
13. WSSA Revere North Filing No. 1
14. WSSA Revere North Filing No. 2
15. Harry Lateral Ditch/Forestar Realignment Agreement

**ZONING:** PUD – Revere North

**PRESENTED BY:** Tyler Smith, Planner II  
Jeremy Gleim, AICP, Planning & Development Director

---

### EXECUTIVE DESCRIPTION

The Applicant, Forestar Real Estate Group, LLC., is requesting approval for a final subdivision within The Great Plains Village PUD. The subdivision will create 253 single-family units and 86 alley-loaded duplexes/paired units, for a total of 339 residential units in the initial two filings. Right-of-way for major street networks will also be platted, along with various utility easements throughout the site to service new lots and community amenities (Attachment 3 & 5).

*The Community that Cares*

**LOCATION**

The subject property is located north of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway), near future High Plains Boulevard alignment (Attachment 2). The subject property encompasses 309.4 acres and is located within the Town of Johnstown limits in Larimer County. The project site is relatively flat and features prominent western views of the mountains. Major vehicular access points are located along Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway).

**HISTORY**

The subject property was annexed into Town of Johnstown in 2005 under the GHB Annexation No. 1 and GHB Annexation No. 2. It was annexed into the Town by way of Ordinance No. 2007-755. Upon annexation, PUD zoning was established, and the Great Plains Village Outline Development Plan (ODP) was later approved in 2019 pursuant to Ordinance No. 2020-168.

**ZONING & LAND USE**

The property is subject to PUD zoning and development is regulated by The Great Plains Village ODP. Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property is split between two land use areas: Medium Density/Intensity on the western area of the site, and Low Density/Intensity on the central and eastern portions of the project site.

<b>ADJACENT ZONING &amp; LAND USE</b>	
NORTH	Larimer County – RR-2 Rural Residential / PUD Johnson’s Corner
EAST	Larimer County – RR-2 Rural Residential
SOUTH	PUD-High Plains Estates / Cito PD / Portions of Larimer County – RR-2 Rural Residential
WEST	PUD – Great Plains Village

**PROJECT DESCRIPTION & ANALYSIS**

The proposed subdivision for Filings 1 and 2 is intended to create 339 developable lots. Twenty-Two (22) outlots will be platted, which will provide open space and other infrastructure needed to serve platted lots. Right-of-way will also be platted and dedicated to the Town to provide the street network and access to new lots and the surrounding area.

The primary function of the proposed filings is to create lots for development, as well as the infrastructure and circulation network that will serve the 339 residential lots. The Preliminary Plat for this project was recommended for approval by the Planning & Zoning Commission on August 23, 2023, and approved by Town Council on December 04, 2023. The Preliminary Plat was approved by way of Resolution No. 2023-43.

Pursuant to Section 17-2-2(D) of the Town’s Land Use & Development Code (LUDC), preliminary plats provide detailed planning review of development patterns, street networks, block and lot layout, civic space, parks, open space and landscaping requirements, and the ability to meet public facility and utility requirements for future development prior to preparation of detailed

construction and engineering plans. In simple terms, the preliminary plat approves the design and layout of the subdivision and the final plat, or filings if a project is phased, simply memorializes what was already approved and creates the legal lots for development. Filings 1 and 2, as presented, are consistent with the Preliminary Plat that was approved by Council on December 4, 2023.

Pursuant to the information listed above, Staff has found that Filings 1 and 2, as presented, comply with the approved preliminary plat, as well as the development standards outlined in the ODP.

**PUBLIC NOTICE**

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, April 18, 2024. This notice provided the date, time, and location of the town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

**COMPREHENSIVE PLAN ALIGNMENT**

The 2021 Comprehensive Plan (Comp Plan) identifies this area as appropriate for both Medium and Low density and intensity development. The eastern portion of this subdivision is planned to support a higher percentage of residential uses with some supporting non-residential uses.

This subdivision is in alignment with the Great Plains Outline Development Plan wherein land use intensities dissipate across the project site from west to east. Staff finds that this project aligns with the adopted Comprehensive Plan and will help create the framework for future development that aligns with the goals and policies listed therein.

**STRATEGIC PLAN ALIGNMENT**

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

**FINDINGS**

1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the approved Preliminary Plat and Great Plains Outline Development Plan.

The proposed subdivision will meet the needs of the community by creating new lots for residential development which is intended to expand the community for its residents, businesses, and visitors alike.

Architectural elevations for the proposed buildings were submitted with the application packet and have been found to comply with the ODP (Attachment 5). The proposed subdivision is compatible with adjacent development and surrounding land uses and will not detract from existing land uses.

**WATER & SERVICE SEWER AGREEMENT**

A Water & Sewer Service Agreement (WSSA) has been submitted in conjunction with the subdivision plats for Filings No. 1 and No. 2. The WSSA requires separate actions for each of the two filings and may only be considered if the filings are approved. The details of the WSSA are described below.

Filing No. 1

The Developer has agreed to dedicate water in the amount of 95.08 acre-feet to the Town to satisfy the demands of Filing No. 1. The figure listed above comprises 93.33 acre-feet of raw water that will stay in the Town permanently, and 1.75 acre-feet of raw water credit for temporary irrigation purposes. The 1.75 acre-feet will be credited back to the Developer upon the establishment of native grasses and proof of disconnection from the service line.

Filing No. 2

The Developer has agreed to dedicate water in the amount of 67.38 acre-feet to the Town to satisfy the demands of Filing No. 2. No temporary water dedication is required for Filing No. 2, so the figure listed above represents a permanent dedication.

**DEVELOPMENT AGREEMENT**

A Development Agreement (DA) has been submitted in conjunction with the subdivision plats for Filings No.1 and No. 2. The DA requires a separate action from the two filings and may only be considered if the filings are approved. The subdivision includes substantial public improvements, which have been detailed in civil engineering plans and reports for this Development. The DA memorializes development expectations and requirements. The proposed agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. Exhibit B-3 details additional substantive obligations of the Developer. (See Attachment 12)

---

**RECOMMENDED ACTION: REVERE FILING NO. 1 & 2**

Staff recommends that the Town Council approve Resolution No. 2024-23, to approve the final subdivision plat for Revere North Subdivision Filings No. 1 & 2 - Case No. SUB23-0015.

**SUGGESTED MOTIONS:**

**For Approval:**

Based upon the Content and Findings in the Staff Report, and the Information Provided at this Hearing, I Move to Approve the Revere North Subdivision Filings No. 1 and 2 – Case No. SUB23-0015.

**For Denial:**

I Move to Deny the Revere North Subdivision Filings No. 1 and 2 – Case No. SUB23-0015, Based upon the Following Findings...



**RECOMMENDED ACTION: WATER & SEWER SERVICE AGREEMENT - REVERE FILING NO. 1**

Staff recommends that the Town Council approve the Water and Sewer Service Agreement for Revere North Filing No. 1.

**SUGGESTED MOTIONS:**

**For Approval**

I Move to Approve the Water and Sewer Service Agreement for Revere North Filing No. 1.

**For Denial**

I Move to Deny the Water and Sewer Service Agreement for Revere North Filing No. 1.

**RECOMMENDED ACTION: WATER & SEWER SERVICE AGREEMENT - REVERE FILING NO. 2**

Staff recommends that the Town Council approve the Water and Sewer Service Agreement for Revere North Filing No. 2.

**SUGGESTED MOTIONS:**

**For Approval**

I Move to Approve the Water and Sewer Service Agreement for Revere North Filing No. 2.

**For Denial**

I Move to Deny the Water and Sewer Service Agreement for Revere North Filing No. 2.

**RECOMMENDED ACTION: DEVELOPMENT AGREEMENT - REVERE FILING NO. 1 & 2**

Staff recommends that the Town Council approve the Subdivision Development and Improvement Agreement with Forestar Real Estate Group, LLC., for the Revere North Filing No. 1 and 2.

**For Approval**

I Move to Approve the Subdivision Development and Improvement Agreement with Forestar Real Estate Group, LLC., for Revere North Filing No. 1 and 2.

**For Approval**

I Move to Deny the Subdivision Development and Improvement Agreement with Forestar Real Estate Group, LLC., for Revere North Filing No. 1 and 2.

---

*Reviewed and Approved for Presentation,*



---

Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2024-23**

**APPROVING THE FINAL PLAT FOR REVERE NORTH FILING NO. 1, A SUBDIVISION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 309.458 ACRES, AND THE FINAL PLAT FOR REVERE NORTH FILING NO. 2, A SUBDIVISION BEING A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 35.588 ACRES**

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

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

**WHEREAS**, Forestar (USA) Real Estate Group Inc., a Delaware corporation, submitted an application to the Town for approval of a Final Plat for Revere Filing No. 1, a subdivision situated in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.458 acres, and a Final Plat for Revere Filing No. 2, a subdivision being a Replat of Tract E, Revere North Filing No. 1, situated in the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 35.588 acres; and

**WHEREAS**, on December 4, 2023, by Resolution No. 2023-43, the Town Council approved the Preliminary Plat for Revere Filing No. 1, which included the real property currently included within Revere Filing No. 2, and the Preliminary Development Plan for Revere Filing No. 1 and Revere Filing No. 2; and

**WHEREAS**, on May 6, 2024, the Town Council held a public hearing concerning approval of the Final Plat for Revere Filing No. 1 and the Final Plat for Revere Filing No. 2 and, after reviewing the file and conducting such hearing, found that the Final Plats are substantially consistent with the Preliminary Plat and the Preliminary Development Plan and the Town’s Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

**WHEREAS**, based on the foregoing, the Town Council desires to approve the Final Plat for Revere Filing No. 1 and the Final Plat for Revere Filing No. 2.

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

**Section 1. Final Plat Approval Revere Filing No. 1:** The Final Plat for Revere Filing No. 1, a subdivision situated in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.458 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

**Section 2. Final Plat Approval Revere Filing No. 2:** The Final Plat for Revere Filing No. 2, a subdivision being a Replat of Tract E, Revere North Filing No. 1, situated in the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 35.588 acres, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

**Section 3. Recording:** The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Revere Filing No. 1 and the Final Plat for Revere Filing No. 2 and thereafter record the Final Plats at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_\_ day of May, 2024.

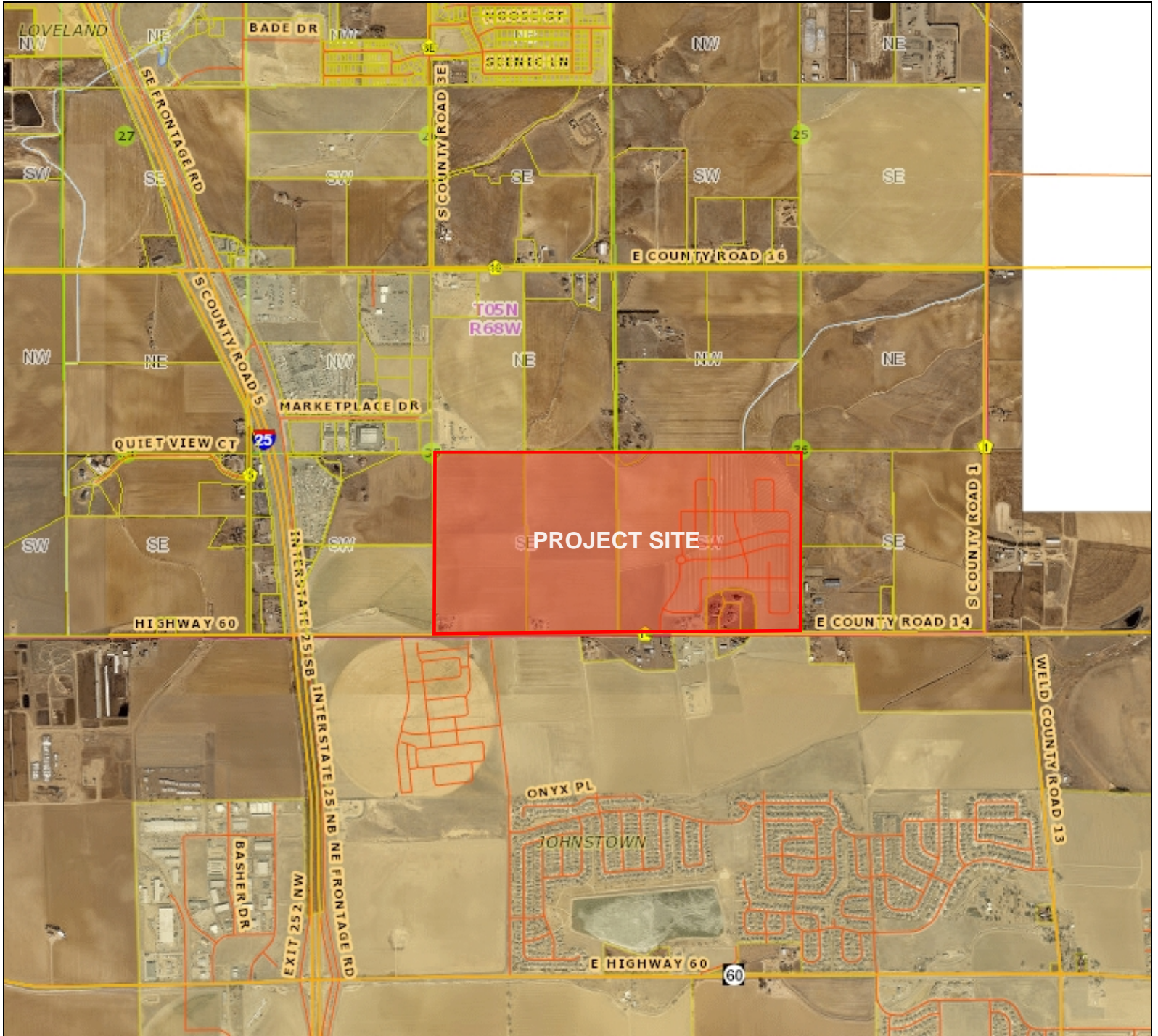
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Michael P. Duncan, Mayor





### Legend

- |                   |                         |                            |
|-------------------|-------------------------|----------------------------|
| Tax Parcels       | Incorporated Areas      | COLARI21-SID-LTD-2INCH.sid |
| Railroads         | PLSS Township and Range | Red: Band_1                |
| Major Road System | PLSS Sections           | Green: Band_2              |
| Road System       | PLSS Quarter Sections   | Blue: Band_3               |
| Lakes and Ponds   | City or Town            | COLARI21-SID-AW-6INCH.sid  |

### Notes

0.3      0      0.3 Miles



Date Prepared: 8/9/2023 3:09:19 PM

Scale  
1: 24,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.



# OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°30'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

HAVE BY THESE PRESETS, CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, BLOCKS, OUTLOTS AND STREET RIGHTS-OF-WAY, TO BE KNOWN AS REVERE NORTH FILING NO. 1, AND DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN, FOREVER HEREAFTER, THE STREET RIGHTS-OF-WAY AND EASEMENTS AS INDICATED HEREON.

WITNESS OUR HANDS AND SEALS \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:  
FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BY \_\_\_\_\_ AS \_\_\_\_\_ OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

## TITLE CERTIFICATION

THIS IS TO CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

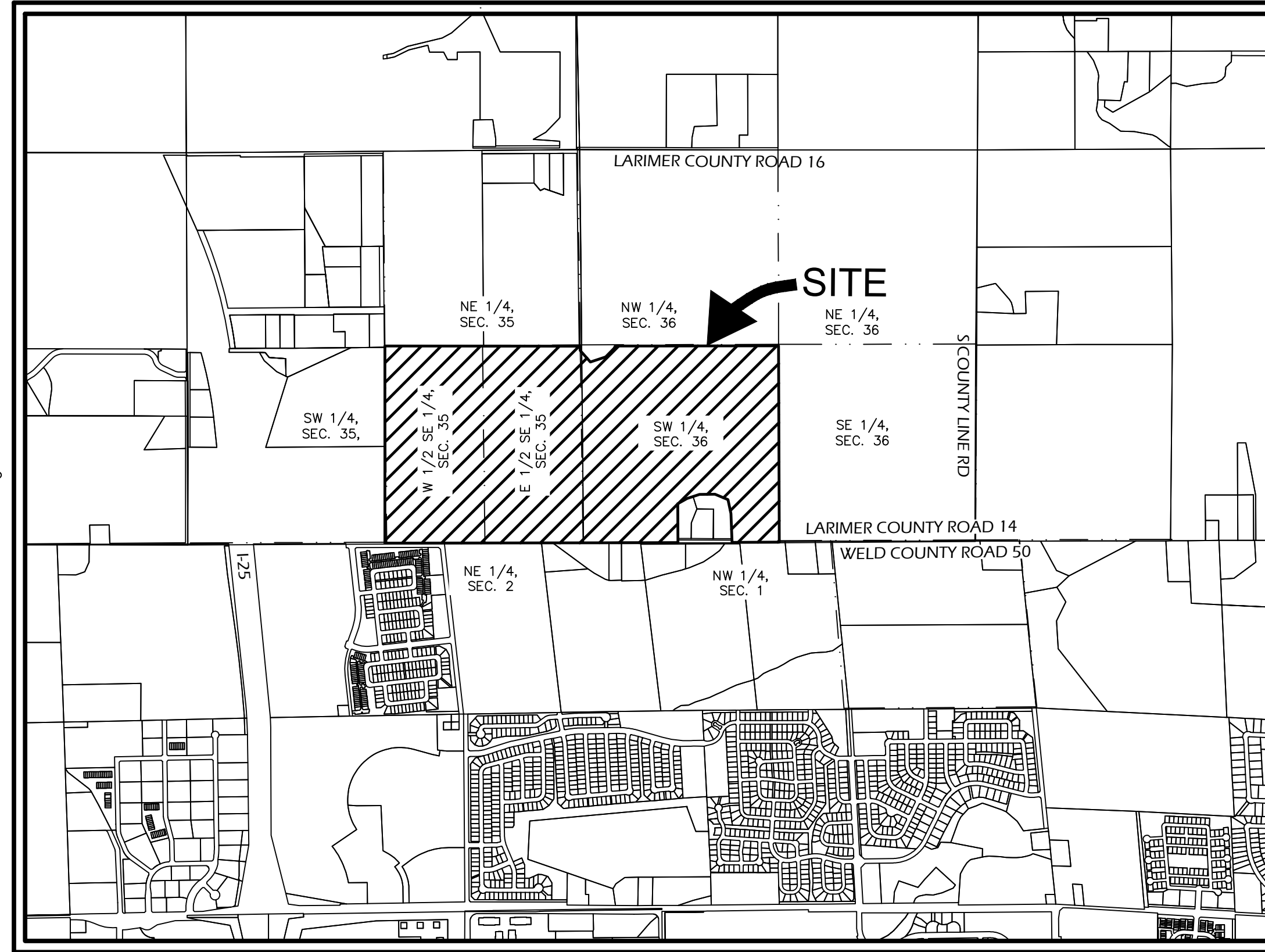
BY: \_\_\_\_\_ OF STEWART TITLE GUARANTY COMPANY

OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SO. FT.	ACRES
OUTLOT A	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	15,747	0.362
OUTLOT B	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	53,071	1.218
OUTLOT C	PRIVATE DRIVE/ACCESS, DRAINAGE, UTILITY	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	8,662	0.199
OUTLOT D	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	13,945	0.320
OUTLOT E	DRAINAGE, LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	80,183	1.841
OUTLOT F	PRIVATE DRIVE/ACCESS, DRAINAGE, UTILITY	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	29,754	0.683
OUTLOT G	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS, UTILITY	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	5,866	0.135
OUTLOT H	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	2,878	0.066
OUTLOT I	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	7,049	0.162
OUTLOT J	PRIVATE DRIVE/ACCESS, DRAINAGE, UTILITY	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	4,180	0.096
OUTLOT K	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	22,082	0.507
OUTLOT L	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	50,374	1.156
OUTLOT M	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	46,776	1.074
OUTLOT N	DETENTION, DRAINAGE	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	534,498	12.270
OUTLOT O	LANDSCAPE, PARK	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	124,467	2.857
OUTLOT P	DETENTION, DRAINAGE	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	66,026	1.516
OUTLOT Q	LANDSCAPE, PEDESTRIAN ACCESS	METROPOLITAN DISTRICT*	METROPOLITAN DISTRICT*	2,966	0.068
			TOTAL AREA	1,068,525	24.530

(\* ) = REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2

# REVERE NORTH FILING NO. 1

**A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO**



VICINITY MAP  
SCALE: 1" = 1500'

## DISTRICT ACCEPTANCE

THE UNDERSIGNED REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AS: \_\_\_\_\_

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS MY HAND AND SEAL:

NOTARY PUBLIC

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

## SHEET INDEX

SHEET NO.	SHEET TITLE
1	COVER
2	OVERALL
3	LOT DETAILS
4	LOT DETAILS
5	LOT DETAILS
6	LOT DETAILS
7	LOT DETAILS
8	LOT DETAILS
9	LOT DETAILS
10	LOT DETAILS
11	EASEMENT DETAILS

## LAND USE TABLE

	LOT NO.	SO. FT.	ACRES	%
LOT AREA - RESIDENTIAL	199	994,878	22.839	7.4%
LOT AREA - AMENITY SITE (BLK 12 LOT 1)	1	197,989	4.545	1.5%
PUBLIC STREET RIGHT OF WAY AREA		1,489,899	34.203	11.1%
TRACT AREA - FUTURE DEVELOPMENTS (A, B, C, D, E)		9,728,690	223.340	72.2%
OUTLOTS - PRIVATE DRIVES (C, F, J)		42,596	0.978	0.3%
OUTLOTS - DETENTION PONDS (N, P)		600,525	13.786	4.5%
OUTLOTS - OPEN SPACE (A, B, D, E, G, H, I, K, L, M, O, Q)		409,648	9.404	3.0%
TOTALS	200	13,479,981	309.458	100%

# GENERAL NOTES

1. 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 THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 23000310053, WITH A COMMITMENT DATE OF JULY 11, 2023 AT 5:30 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5S NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON BOTH ENDS BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN MONUMENT BOX.
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 08069C1405G WITH A MAP REVISED DATE OF JANUARY 15, 2021.
7. STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S), THEIR SUCCESSORS AND/OR ASSIGNS, IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE AS STATED ABOVE.
8. DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNER'S ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)
9. LANDSCAPE MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN AGREE TO THIS RESPONSIBILITY OF TOWN MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
10. SIGHT DISTANCE EASEMENTS ARE PROVIDED PER LCUASS FIGURE 7-16 WITH TRIANGLES EXTENDING OUTSIDE ROW BEING DESIGNATED WITH SIGHT DISTANCE EASEMENTS HEREIN. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.
11. PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NON-EMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.
12. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SUCH 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.
13. 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 LOCATION ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO 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
14. A DRAINAGE EASEMENT IS HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT D, OUTLOT E, AND OUTLOT N.
15. EMERGENCY ACCESS EASEMENTS ARE HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT A, OUTLOT B, AND OUTLOT C.
16. PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR PUBLIC PEDESTRIAN ACCESS.
17. TRACT A; TRACT B; TRACT C; TRACT D ARE RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION FOR THESE TRACTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.
18. THIS FINAL PLAT IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.
19. 10-FOOT WALL EASEMENT DEDICATED TO REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2 FOR CONSTRUCTION, MAINTENANCE AND UPKEEP ACCESS.

## TOWN COUNCIL APPROVAL

THIS PLAT, TO BE KNOWN AS REVERE NORTH FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO.

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_ MAYOR

BY: \_\_\_\_\_ TOWN CLERK

## SURVEYOR'S CERTIFICATE

I DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 20, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN PROVISIONS OF CHAPTER 17 - SUBDIVISIONS OF THE TOWN OF JOHNSTOWN MUNICIPAL CODE.

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

DEREK S. BROWN  
COLORADO PLS NO. 38064  
FOR AND ON BEHALF OF LJA SURVEYING  
1765 WEST 121ST AVENUE, SUITE 300,  
WESTMINSTER, COLORADO 80234



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No.	Rev. Date:	Revision Type:	DSB	Job No.:	Scale Horiz:	Scale Vert:	DSB	Prepared:	Approved:
1				1060-08	N/A			JAV	DSB
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Sheet: 1 of 11  
Date: 7/5/2023

REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT



# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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Revision Type  
No. Rev. Date

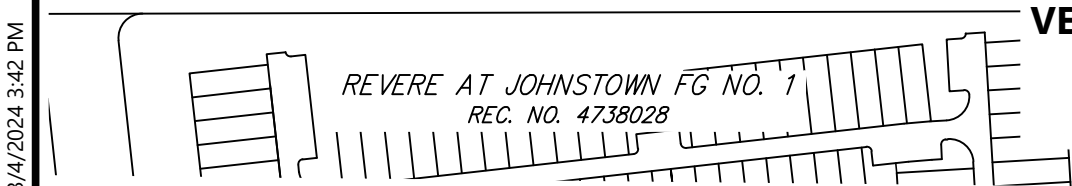
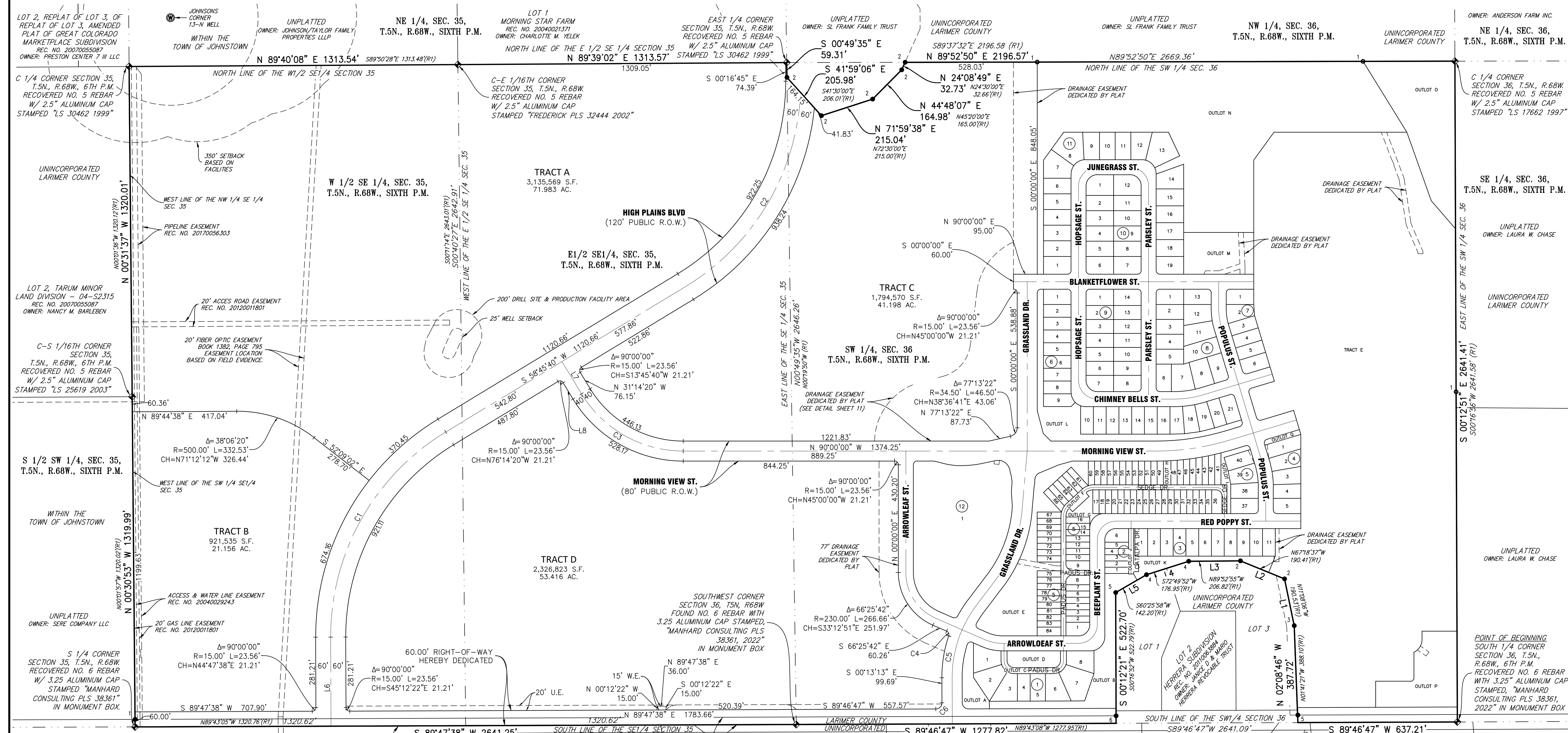
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Date: 7/5/2023

Job No.: 1060-08  
Scale Horiz: N/A

DSR: XXX  
Prepared: DSB

Approved: DSB

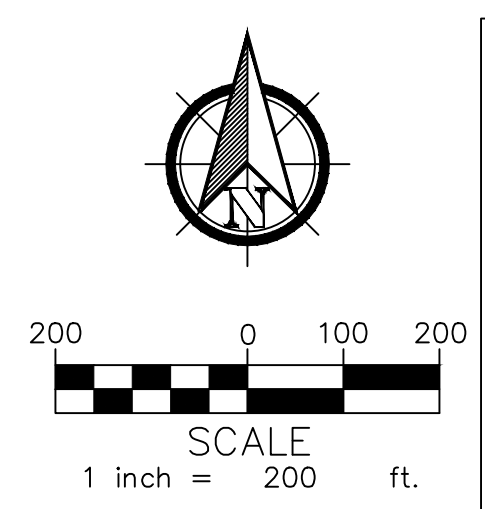
REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT



- MONUMENT SYMBOL LEGEND**
- RECOVERED SECTION CORNER AS NOTED HEREON
  - RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 16847"
  - RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 32444"
  - RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
  - RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
  - RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "KARSTEN 37881"
  - RECOVERED NO. 5 REBAR WITH NO CAP
  - SET 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA PLS 38064" FLUSH WITH GROUND
  - RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 20220035689

LINE TABLE			CURVE TABLE					
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
L1	N 11°38'22" W	190.78'	C1	955.00'	58°58'02"	982.86'	S 29°16'39" W	940.06'
L2	N 67°47'19" W	190.49'	C2	955.00'	56°19'11"	938.73'	N 30°36'05" E	901.39'
L3	S 89°36'34" W	206.85'	C3	475.00'	58°45'40"	487.15'	S 60°37'10" E	466.08'
L4	S 72°19'30" W	176.98'	C4	15.00'	85°08'19"	22.29'	S 23°51'33" E	20.29'
L5	S 59°56'08" W	142.24'	C5	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
L6	S 00°12'22" E	356.27'	C6	25.00'	90°00'00"	39.27'	S 44°46'47" W	35.36'
L7	N 31°14'20" E	151.15'						
L8	S 31°14'20" E	76.15'						

- LEGEND**
- ⊙ = BLOCK NUMBER
  - A.E. = ACCESS EASEMENT HEREBY GRANTED
  - D.E. = DRAINAGE EASEMENT HEREBY GRANTED
  - D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
  - E.A.E. = EMERGENCY ACCESS EASEMENT HEREBY GRANTED
  - I.E. = IRRIGATION EASEMENT
  - S.D.E. = SIGHT DISTANCE EASEMENT HEREBY GRANTED (SEE GENERAL NOTE 10)
  - U.E. = UTILITY EASEMENT HEREBY GRANTED
  - W.E. = WATER EASEMENT HEREBY GRANTED



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF LJA SURVEYING, INC.

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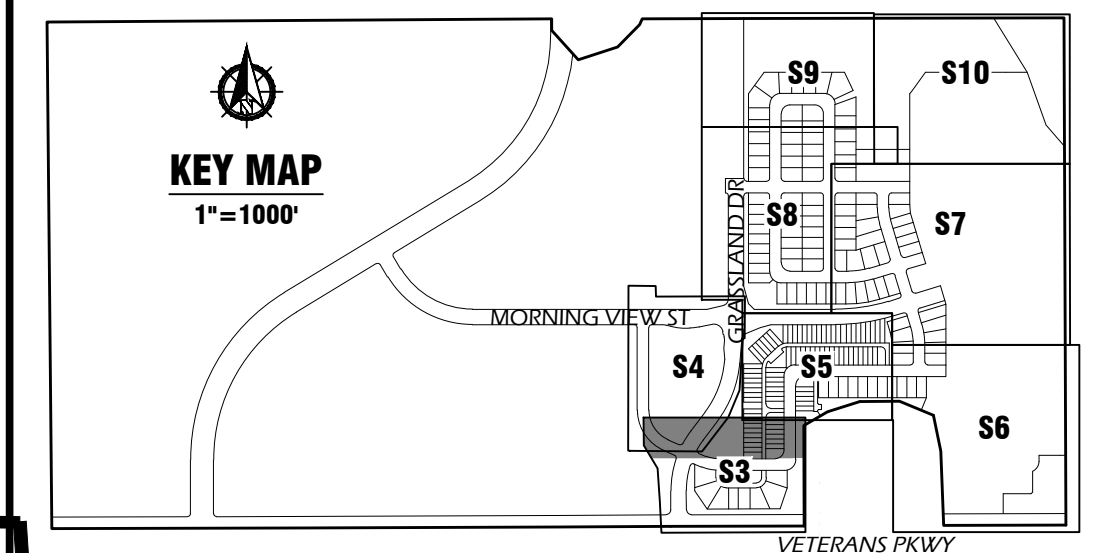
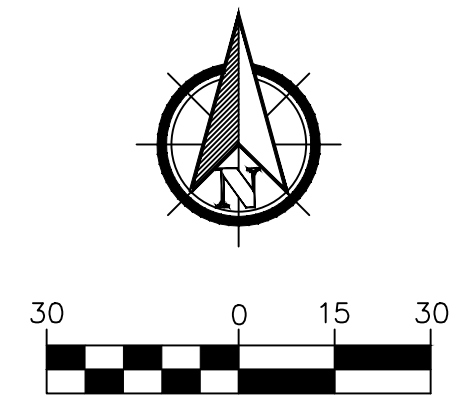


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A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

### LEGEND

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- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
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No.	Rev. Date:	Revision Type:
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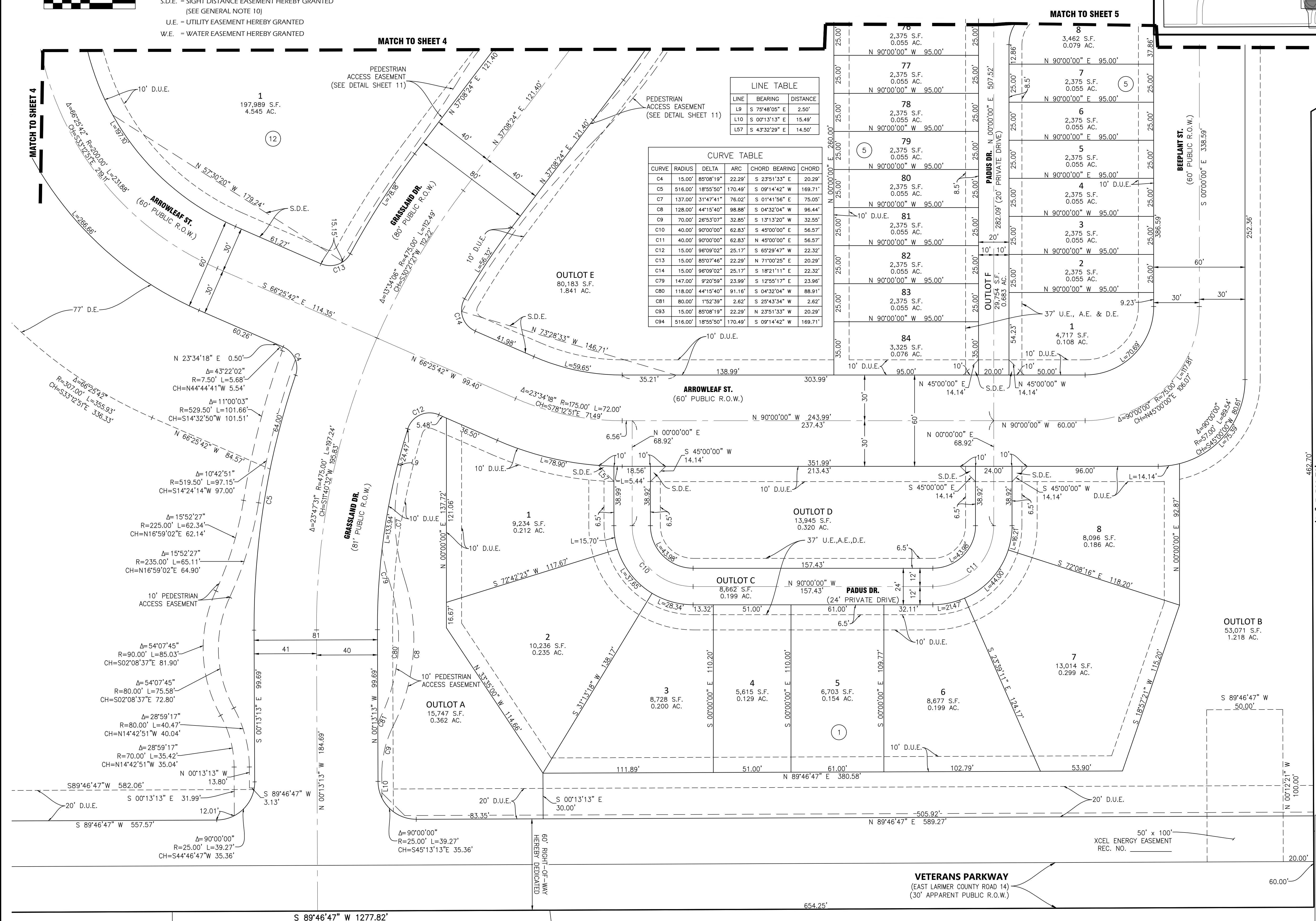
  

Designed: DSB	Job No.: 1060-08	Sheet: 3 of 11	Date: February 8, 2023
Prepared: JAV	Scale Horiz: 1" = 30'		
Approved: DSB			

## REVERE NORTH - FINAL PLAT

Town of Johnstown, Colorado

### Final Plat



#### LINE TABLE

LINE	BEARING	DISTANCE
L8	S 78°48'05" E	2.50'
L10	S 00°13'13" E	15.49'
L57	S 43°32'29" E	14.50'

#### CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C4	15.00'	85°08'19"	22.29'	S 23°51'33" E	20.29'
C5	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C7	137.00'	31°47'41"	76.02'	S 01°41'56" E	75.05'
C8	128.00'	44°15'40"	98.88'	S 04°32'04" W	96.44'
C9	70.00'	26°53'07"	32.85'	S 13°13'20" W	32.55'
C10	40.00'	90°00'00"	62.83'	S 45°00'00" E	56.57'
C11	40.00'	90°00'00"	62.83'	N 45°00'00" E	56.57'
C12	15.00'	96°09'02"	25.17'	S 65°29'47" W	22.32'
C13	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C14	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'
C79	147.00'	9°20'59"	23.99'	S 12°55'17" E	23.96'
C80	118.00'	44°15'40"	91.16'	S 04°32'04" W	88.91'
C81	80.00'	1°52'39"	2.62'	S 25°43'34" W	2.62'
C93	15.00'	85°08'19"	22.29'	N 23°51'33" W	20.29'
C94	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

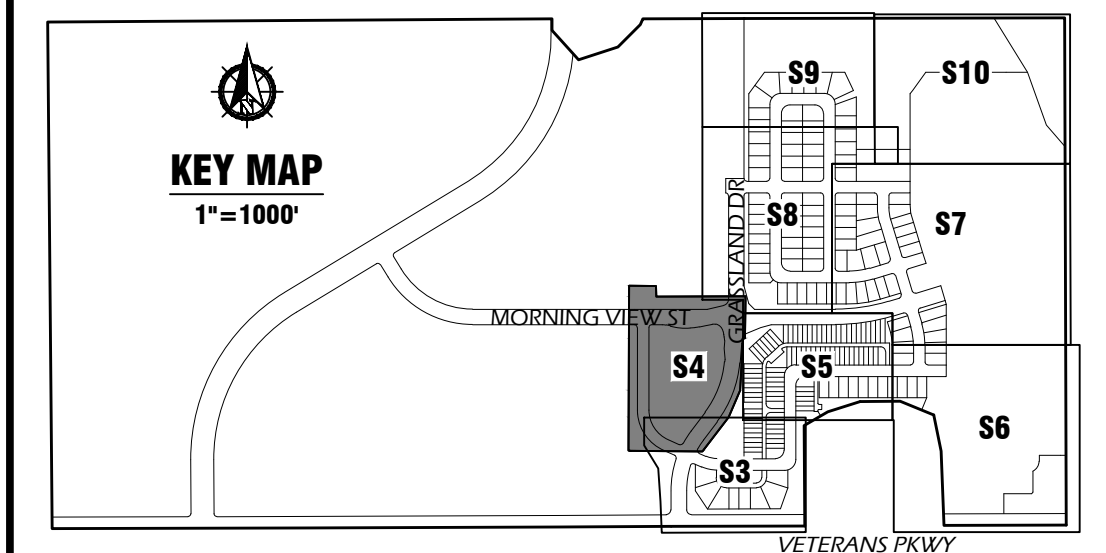
FOR AND ON BEHALF OF LJA SURVEYING, INC.

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No.	Rev. Date:	Revision Type:	Sheet:	Date:
1			4 of 11	February 8, 2023
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3				
4				
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6				

Job No.: 1060-08  
Scale Horiz: 1" = 300.00'

Designed: DSB  
Prepared: JAV  
Approved: DSB

### LEGEND

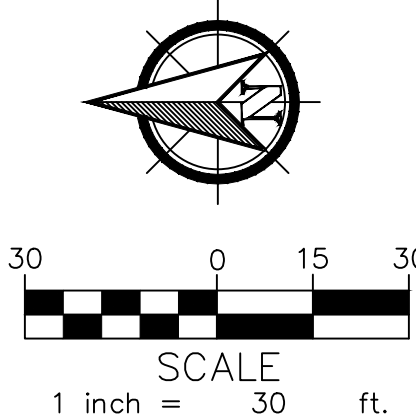
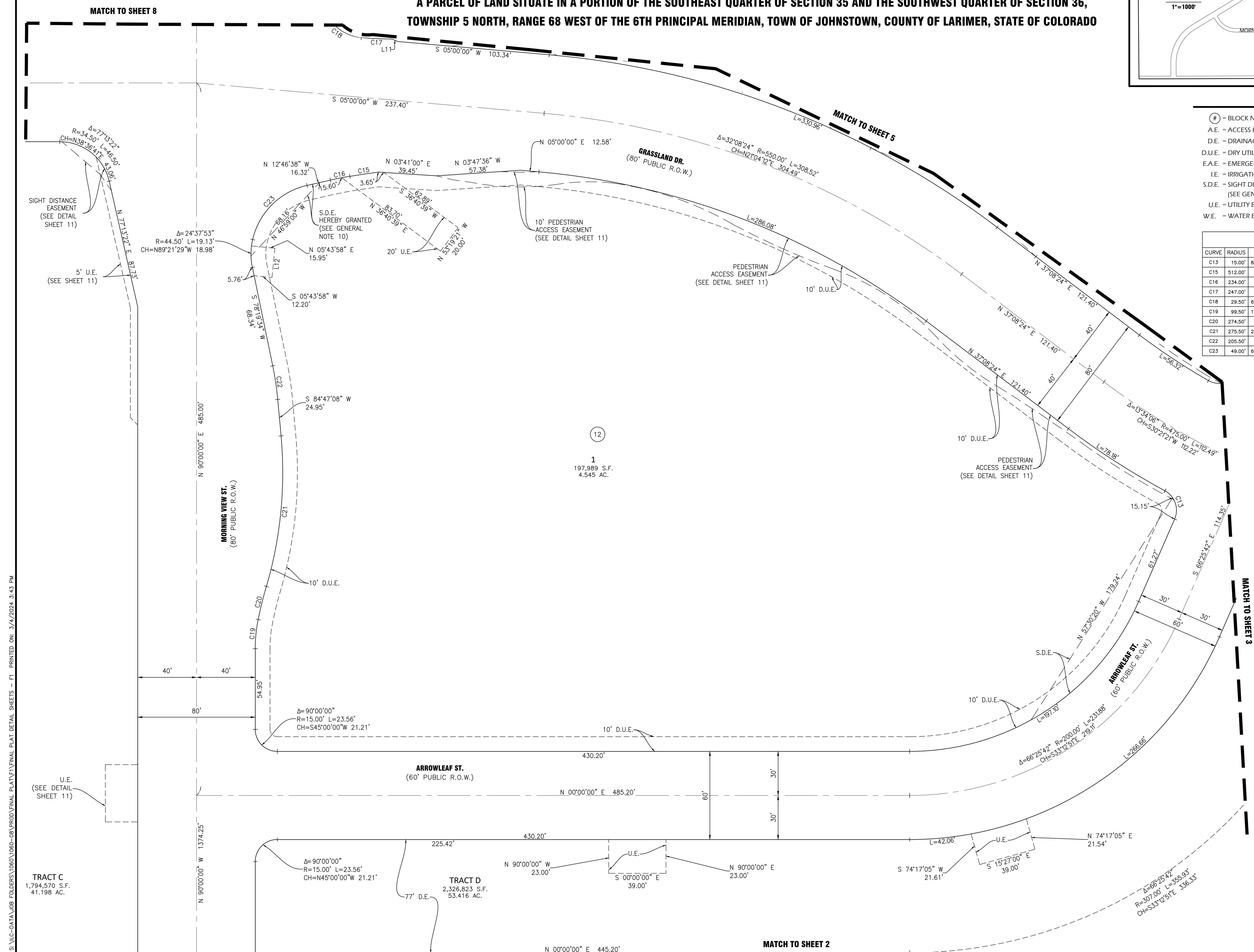
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- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- E.A.E. = EMERGENCY ACCESS EASEMENT HEREBY GRANTED
- I.E. = IRRIGATION EASEMENT
- S.D.E. = SIGHT DISTANCE EASEMENT HEREBY GRANTED (SEE GENERAL NOTE 10)
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- W.E. = WATER EASEMENT HEREBY GRANTED

### CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C13	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C15	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C16	234.00'	3°18'32"	13.51'	N 11°07'22" W	13.51'
C17	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C18	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C19	99.50'	11°28'42"	19.93'	N 84°15'39" W	19.90'
C20	274.50'	4°50'43"	23.21'	N 76°05'56" W	23.21'
C21	275.50'	21°32'17"	103.56'	S 84°26'43" E	102.95'
C22	205.50'	6°27'34"	23.17'	N 81°33'21" E	23.16'
C23	49.00'	64°15'55"	54.96'	N 44°54'35" W	52.12'

### LINE TABLE

LINE	BEARING	DISTANCE
L11	S 23°23'05" W	4.28'
L12	S 84°16'02" E	20.00'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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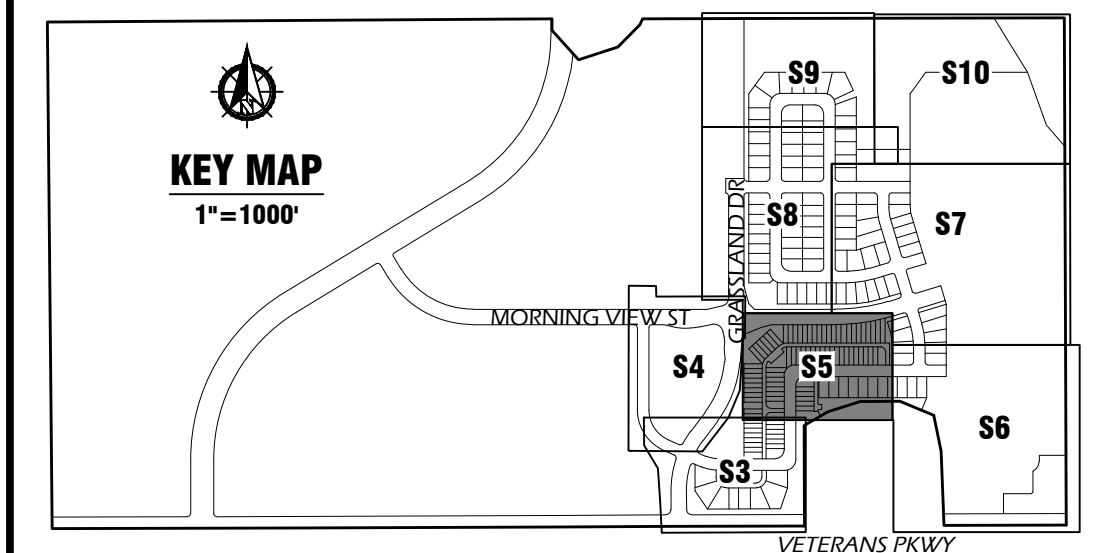
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REVERE NORTH - FINAL PLAT  
Town of Johnstown, Colorado  
Final Plat



# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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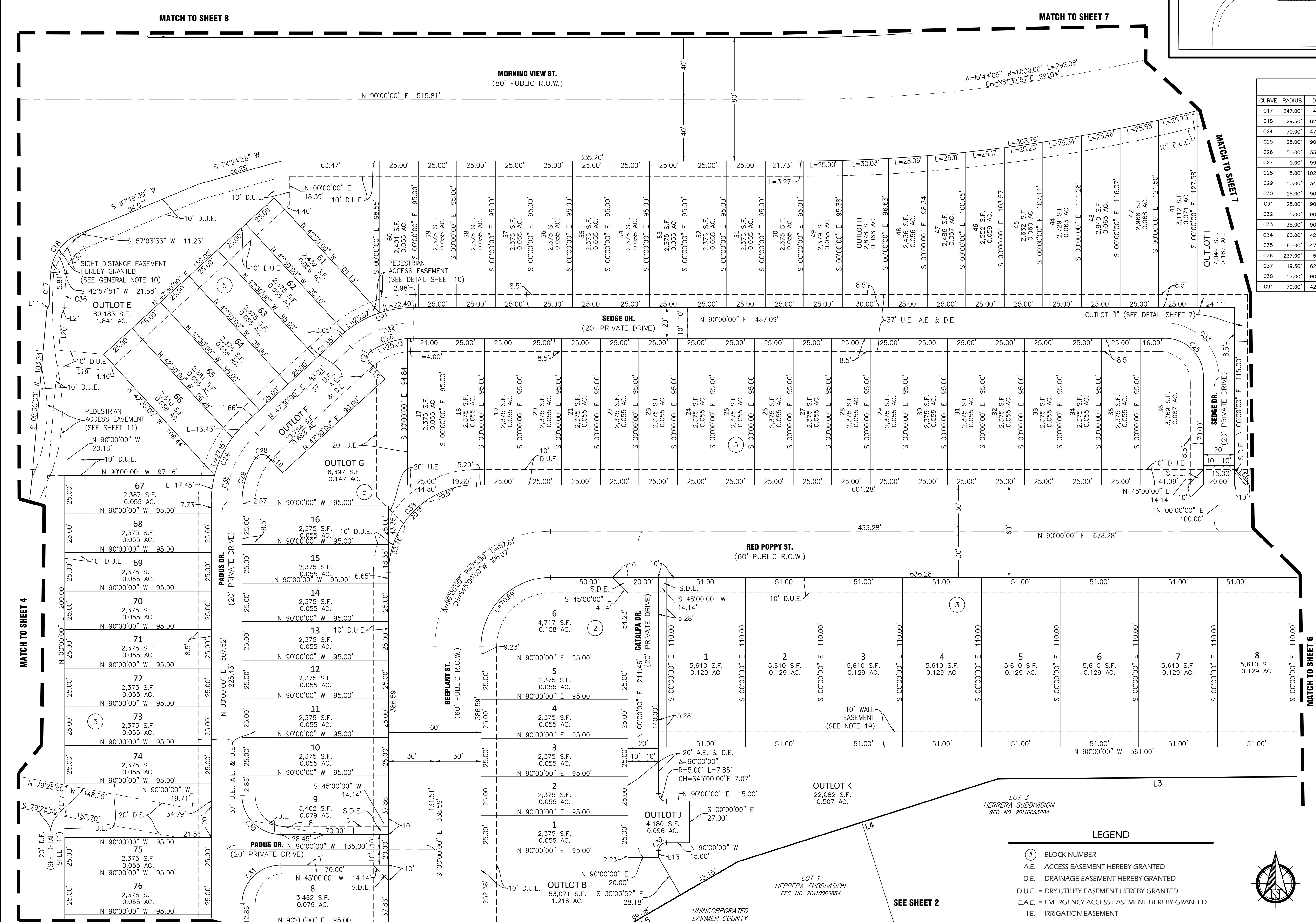
Designed: DSR  
Prepared: JAV  
Approved: DSB

Job No.: 1060-08  
Scale Horiz: 1" = 300'

Sheet: 5 of 11  
Date: February 8, 2023

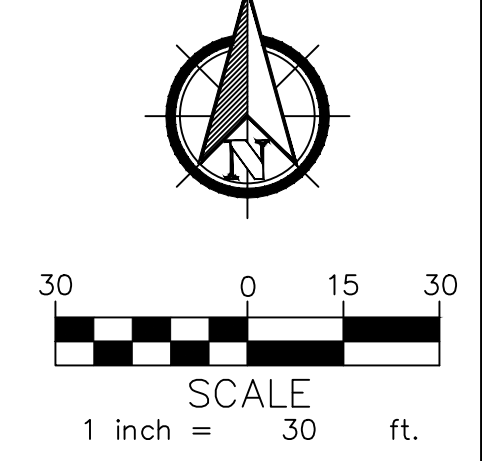
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C17	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C18	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C24	70.00'	47°30'00"	58.03'	S 23°45'00" W	56.38'
C25	25.00'	90°00'00"	39.27'	N 45°00'00" W	35.36'
C26	50.00'	33°16'06"	29.03'	S 73°21'57" W	28.63'
C27	5.00'	99°13'54"	8.66'	S 07°06'57" W	7.62'
C28	5.00'	102°32'49"	8.95'	S 86°13'36" W	7.80'
C29	50.00'	34°57'11"	30.50'	S 17°28'36" W	30.03'
C30	25.00'	90°00'00"	39.27'	S 45°00'00" E	35.36'
C31	25.00'	90°00'00"	39.27'	S 45°00'00" W	35.36'
C32	5.00'	90°00'00"	7.85'	S 45°00'00" W	7.07'
C33	35.00'	90°00'00"	54.98'	N 45°00'00" W	49.50'
C34	60.00'	42°30'00"	44.51'	S 68°45'00" W	43.49'
C35	60.00'	47°30'00"	49.74'	S 23°45'00" W	48.33'
C36	237.00'	52°15'8"	22.20'	S 02°26'05" W	22.19'
C37	19.50'	62°12'26"	21.17'	S 36°13'17" W	20.15'
C38	57.00'	90°00'00"	89.54'	S 45°00'00" W	80.61'
C39	70.00'	42°30'00"	51.92'	N 68°45'00" E	50.74'

LINE	BEARING	DISTANCE
L3	S 89°36'34" W	206.85'
L4	S 72°19'30" W	176.98'
L5	S 59°56'08" W	142.24'
L11	S 23°23'05" W	4.28'
L13	S 07°00'00" W	4.46'
L15	N 42°30'00" W	14.42'
L16	S 42°30'00" E	13.93'
L17	N 00°00'00" E	34.79'
L18	S 79°25'50" E	46.37'
L19	N 85°00'00" W	33.74'
L20	S 05°00'00" W	23.35'
L21	S 23°23'05" W	4.74'
L56	N 45°00'00" W	14.14'



**LEGEND**

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NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

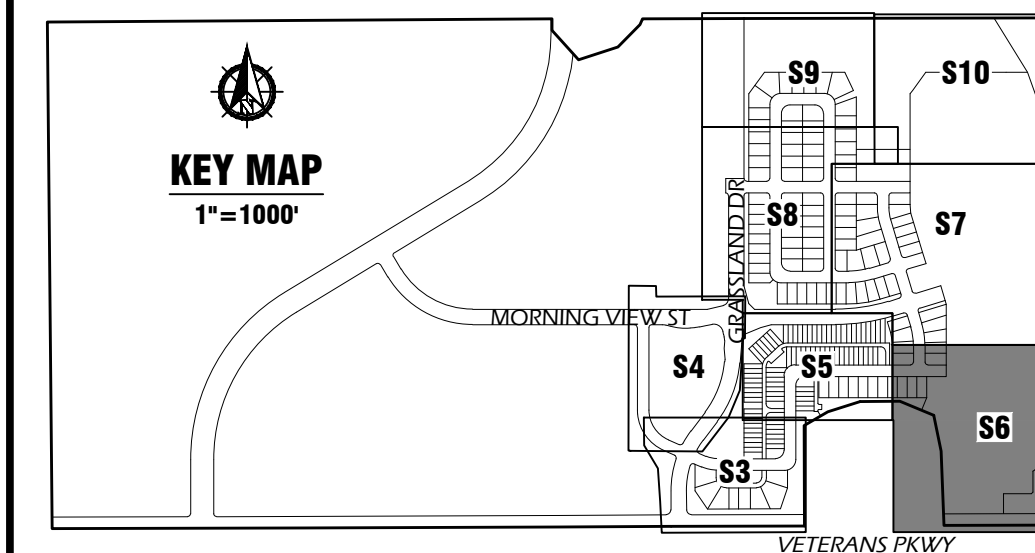
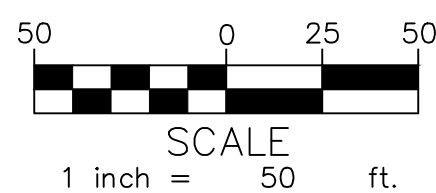
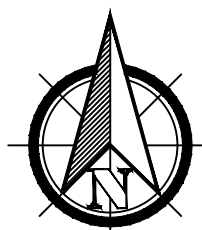
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REVERE NORTH - FINAL PLAT  
Town of Johnstown, Colorado  
Final Plat



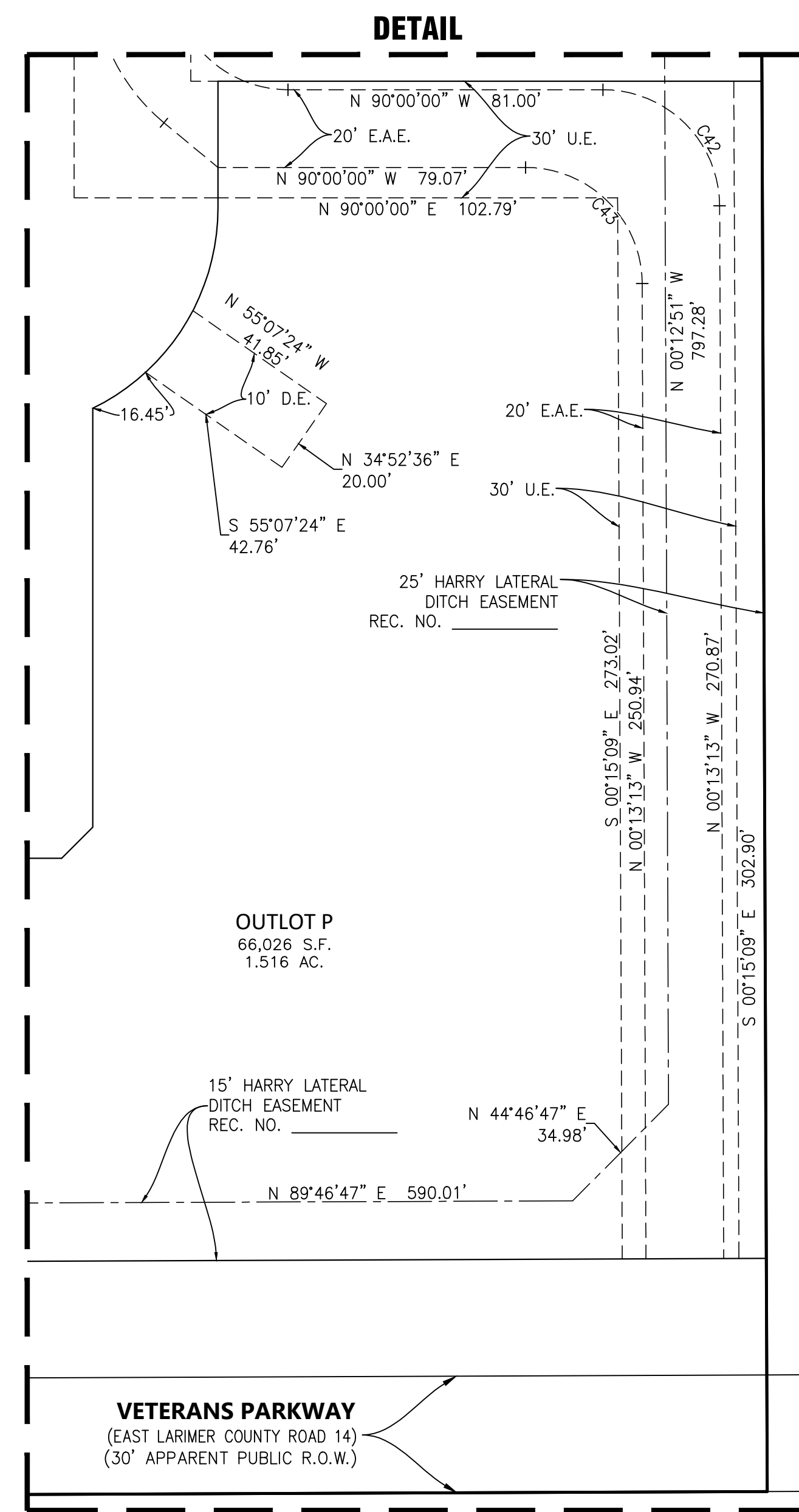
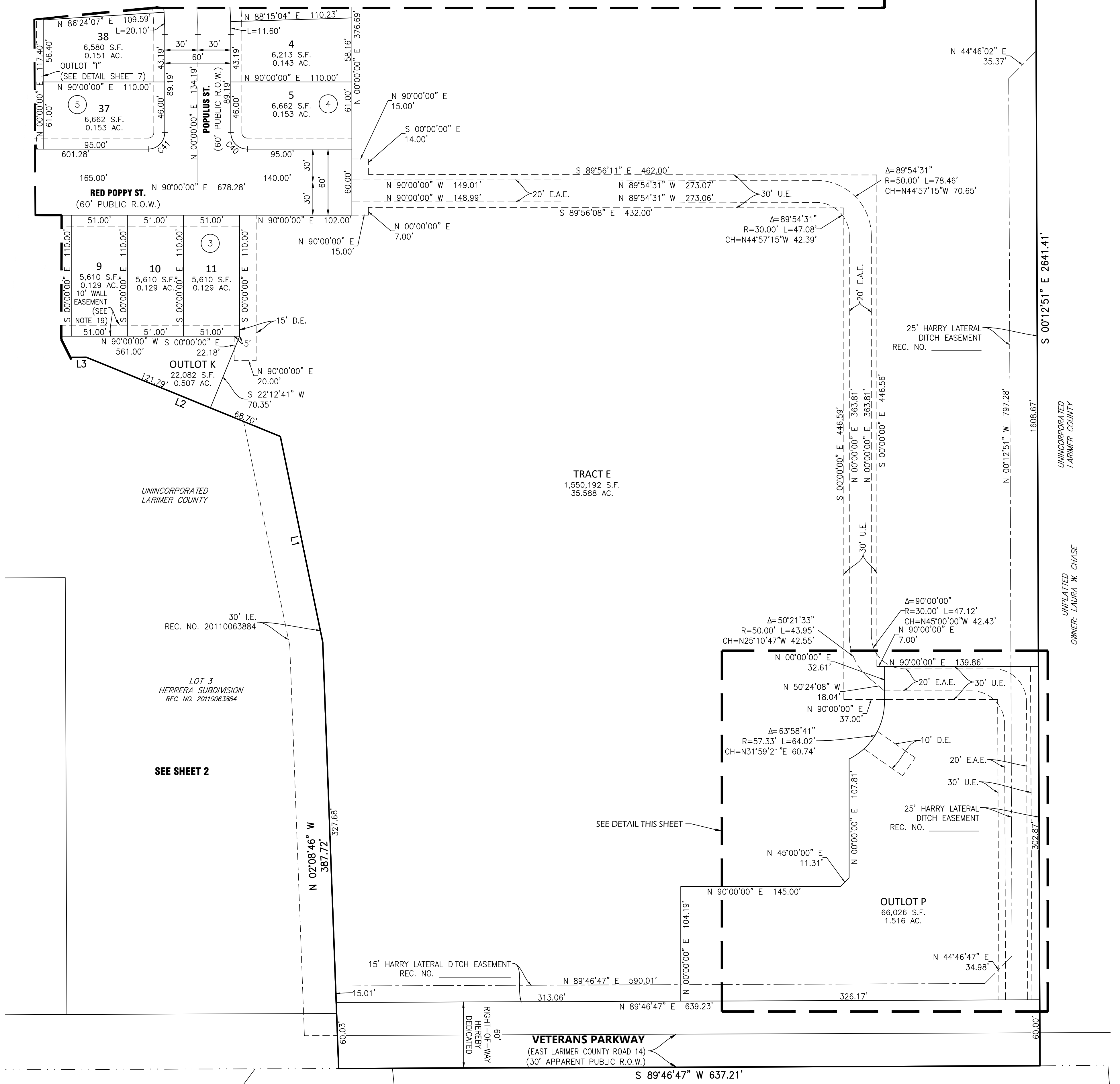
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A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



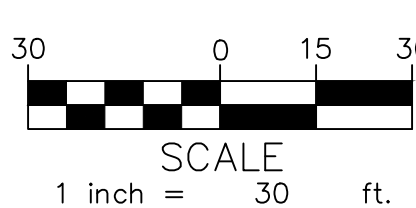
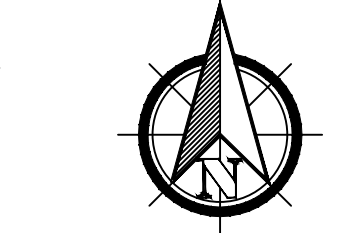
MATCH TO SHEET 5

MATCH TO SHEET 7



### LEGEND

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- S.D.E. = SIGHT DISTANCE EASEMENT HEREBY GRANTED [SEE GENERAL NOTE 10]
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- W.E. = WATER EASEMENT HEREBY GRANTED



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C40	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C41	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C42	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'
C43	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'

LINE	BEARING	DISTANCE
L1	N 11°38'22" W	190.78'
L2	N 67°47'19" W	190.49'

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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Designed: DSB	Job No.: 1060-08	Sheet: 6 of 11
Prepared: JAV	Scale Horiz: N/A	Date: 7/7/2023
Approved: DSB		

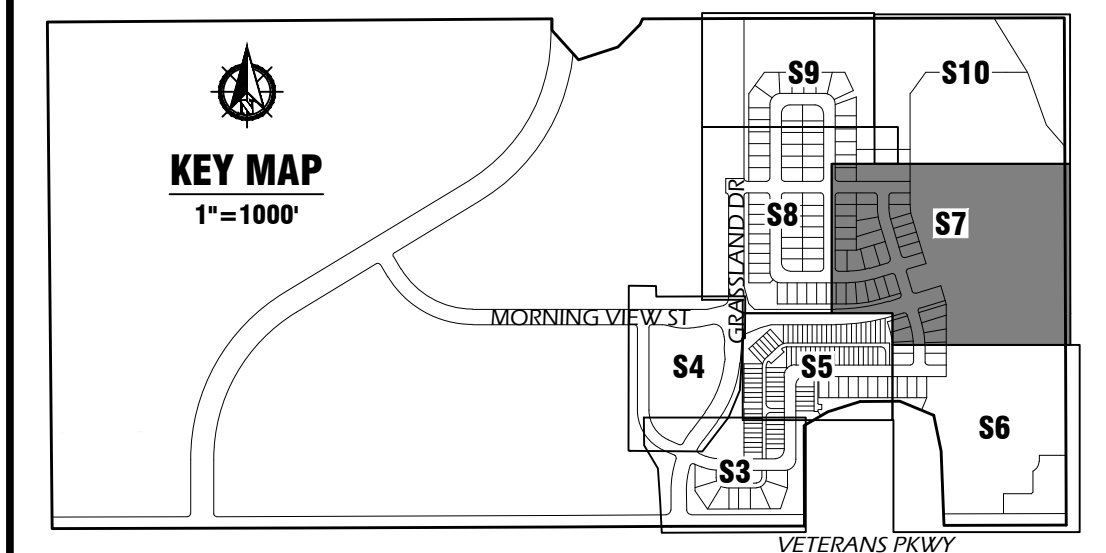
REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT

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# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

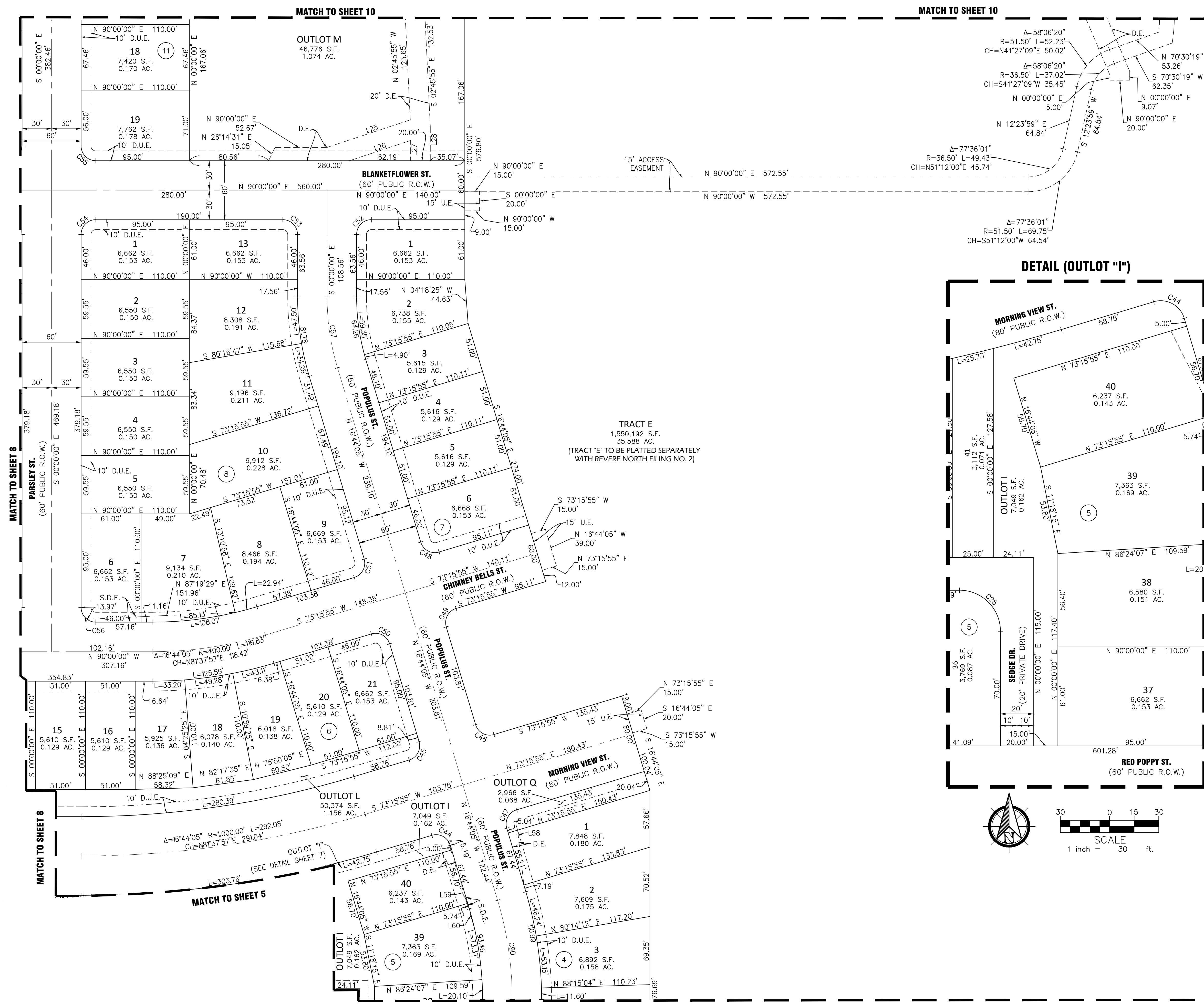


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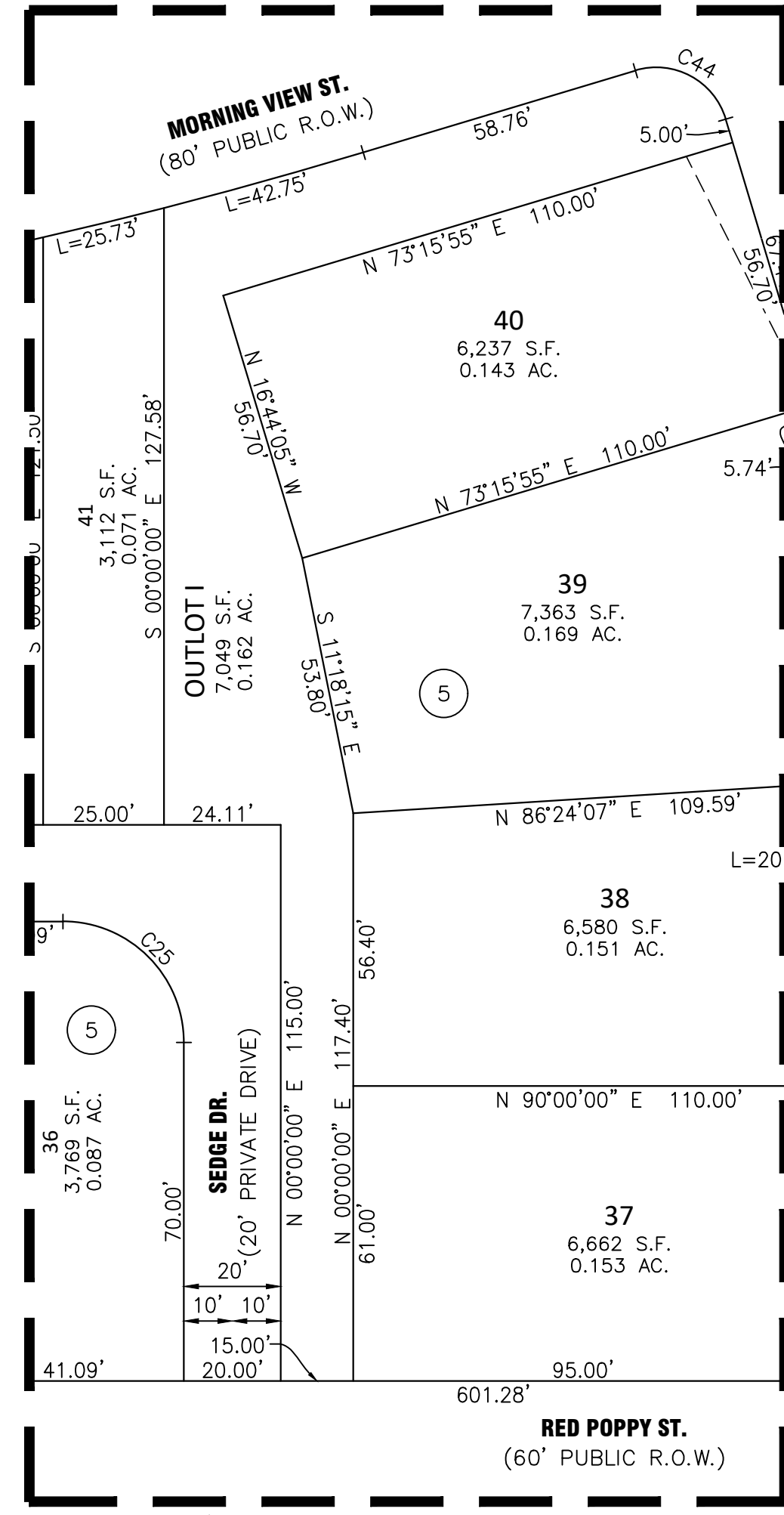
No.	Rev. Date:	Revision Type:
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Job No.: 1060-08  
Scale Horiz: N/A  
Date: 7/17/2023

Designed: DSB  
Prepared: JAV  
Approved: DSB



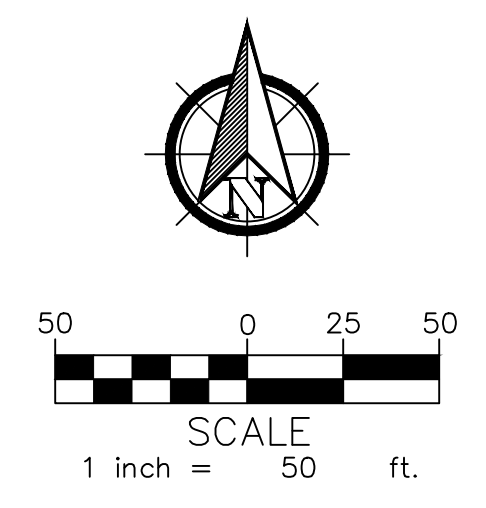
DETAIL (OUTLOT "I")



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C44	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C45	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C46	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C47	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C48	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C49	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C50	15.00'	90°00'00"	23.56'	N 61°44'05" E	21.21'
C51	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C52	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C55	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C56	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C57	250.00'	16°44'05"	73.02'	S 08°22'03" E	72.76'
C90	350.00'	16°44'05"	102.23'	N 08°22'03" W	101.86'

LINE	BEARING	DISTANCE
L25	N 71°40'30" E	89.21'
L26	S 71°40'30" W	65.51'
L27	N 00°00'00" E	20.60'
L28	S 00°00'00" E	34.69'
L58	S 06°28'08" E	56.11'
L59	S 26°44'11" E	57.58'
L60	S 16°52'54" E	92.90'

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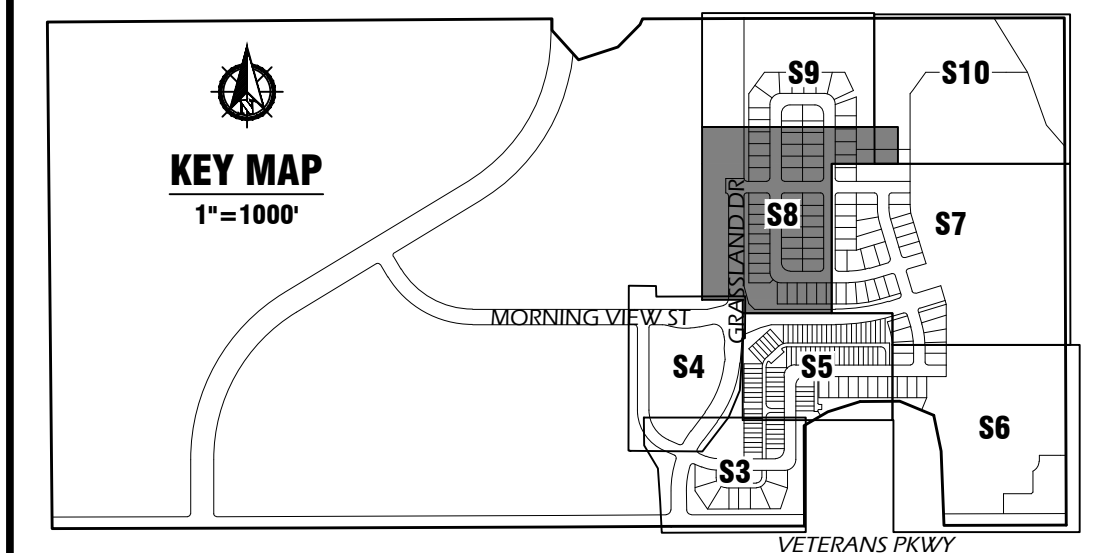
REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT

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# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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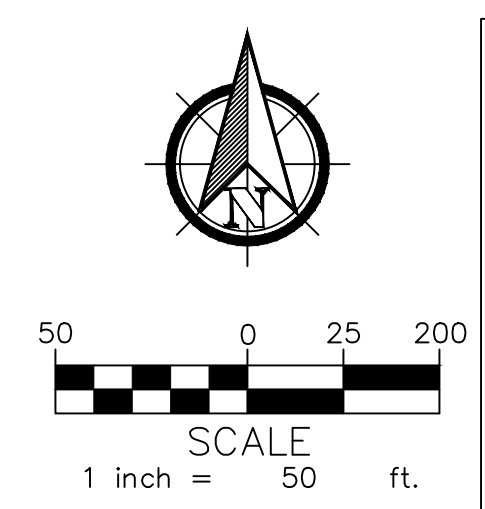
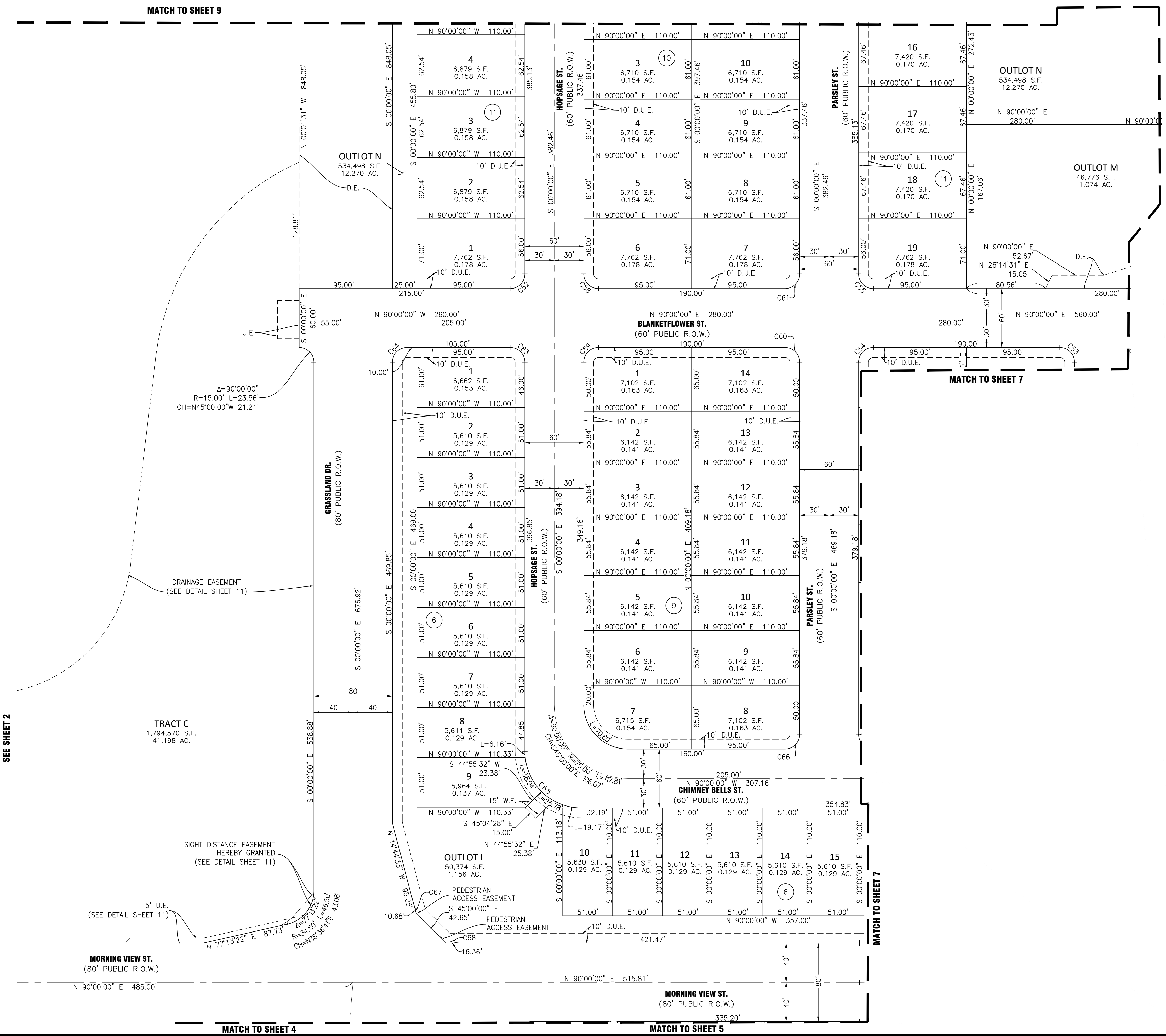
  

Designed: DSB	Job No.: 1060-08	Sheet: 8 of 11
Prepared: JAV	Scale Horiz: N/A	Date: 7/7/2023
Approved: DSB		

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**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C53	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C55	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C58	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C59	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C60	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C61	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C62	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C63	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C64	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C65	57.33'	90°00'00"	90.05'	S 45°00'00" E	81.08'
C66	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C67	39.50'	30°15'27"	20.88'	N 29°52'17" W	20.62'
C68	39.50'	45°00'00"	31.02'	N 67°30'00" W	30.23'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT

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SEE SHEET 2

TRACT C  
1,794,570 S.F.  
41,198 AC.

SIGHT DISTANCE EASEMENT HEREBY GRANTED (SEE DETAIL SHEET 11)

MORNING VIEW ST.  
(80' PUBLIC R.O.W.)

N 90°00'00" E 485.00'

MATCH TO SHEET 4

MATCH TO SHEET 4

MATCH TO SHEET 5

MATCH TO SHEET 5

MATCH TO SHEET 7

MATCH TO SHEET 7

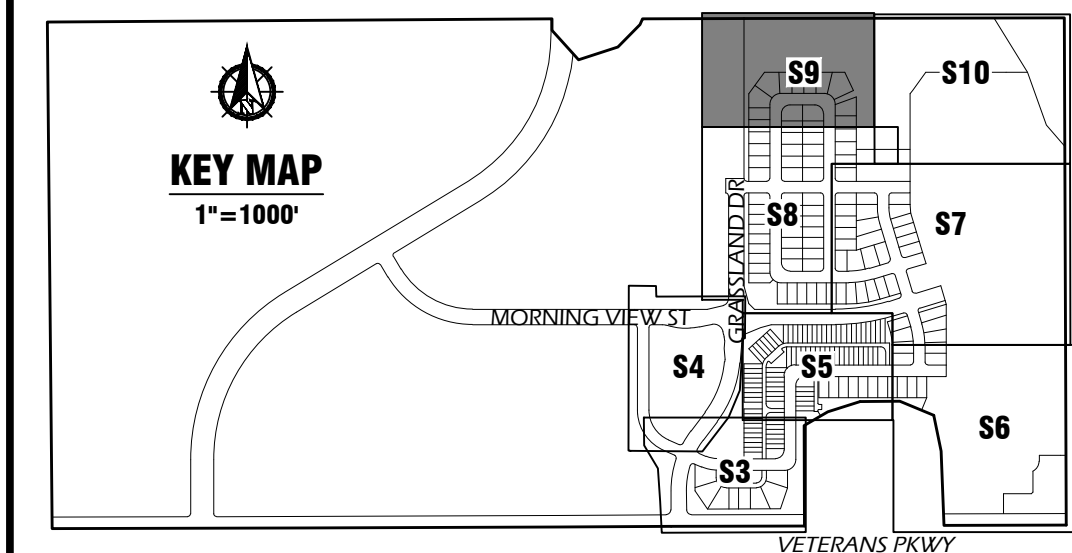
MATCH TO SHEET 9

MATCH TO SHEET 9



# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



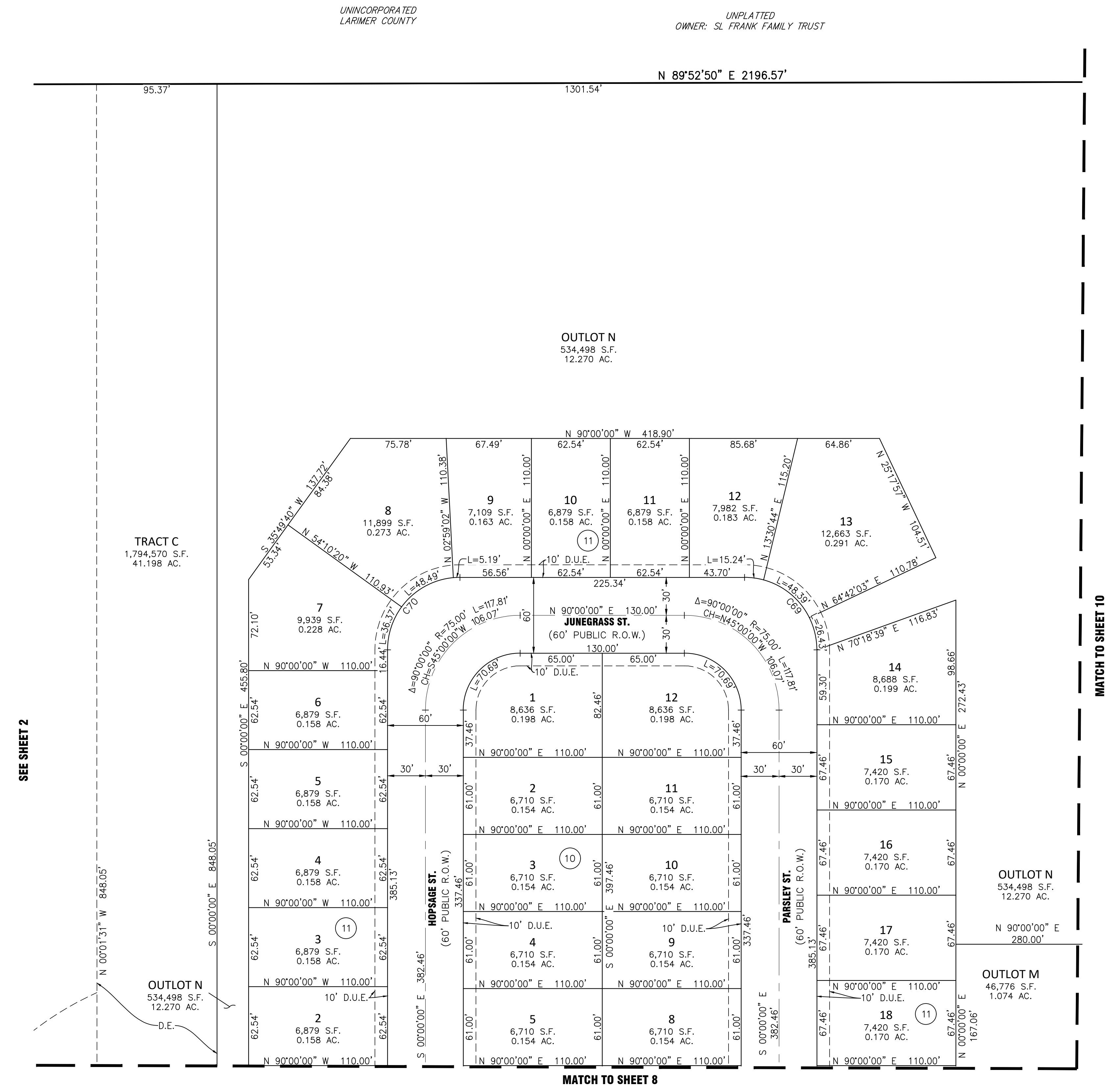
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### LEGEND

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### CURVE TABLE

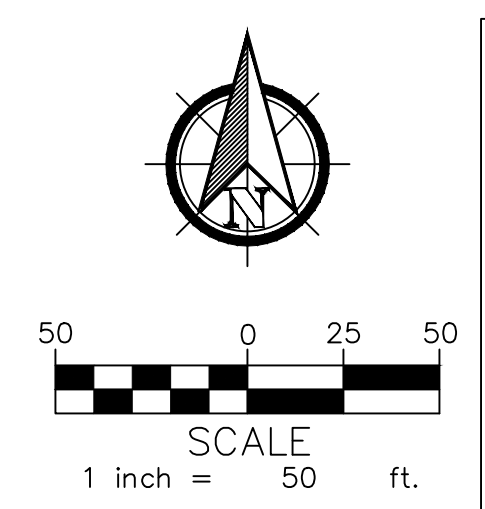
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C69	57.33'	90°00'00"	90.05'	N 45°00'00" W	81.08'
C70	57.33'	90°00'00"	90.05'	S 45°00'00" W	81.08'



SEE SHEET 2

MATCH TO SHEET 10

MATCH TO SHEET 8



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT

No.	Rev. Date	Revision Type
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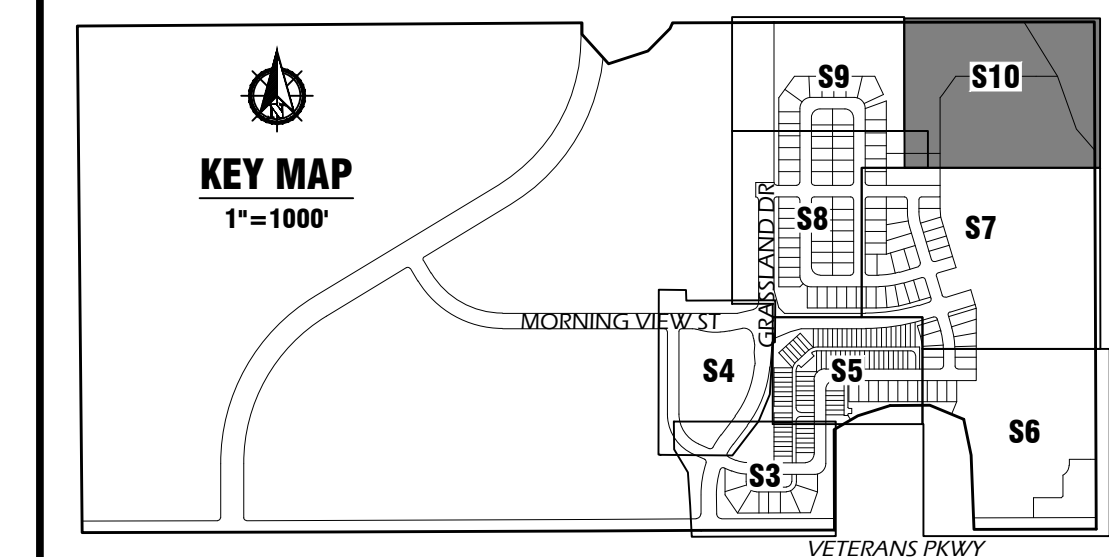
  

Designed: DSB	Job No.: 1060-08	Sheet: 9 of 11
Prepared: JAV	Scale Horiz: N/A	Date: 7/7/2023
Approved: DSB		



# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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No.	Rev. Date:	Revision Type:	Job No.:	Scale Horiz.:	Scale Vert.:	Sheet:	Date:
1			1060-08	N/A		10 of 11	7/7/2023
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- LEGEND**
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  - W.E. = WATER EASEMENT HEREBY GRANTED

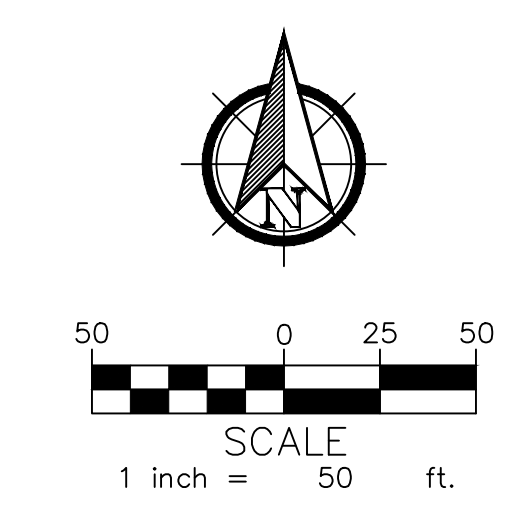
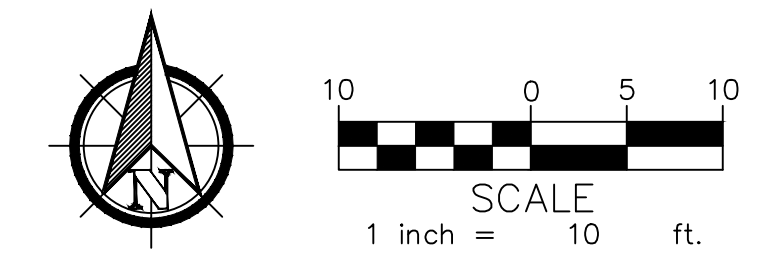
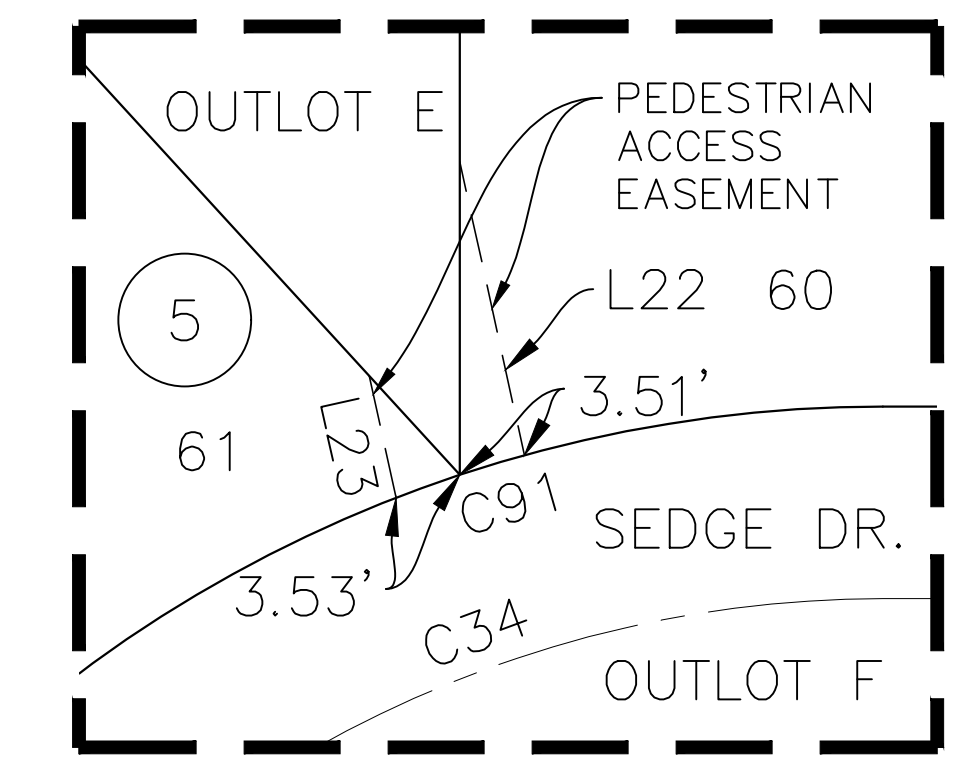
**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C82	402.50'	22°19'52"	156.88'	S 16°56'43" E	155.88'
C83	332.50'	25°09'02"	145.95'	S 18°21'18" E	144.79'
C84	323.39'	7°22'39"	41.64'	S 34°33'32" E	41.61'
C85	152.37'	51°21'19"	136.57'	S 15°52'32" E	132.04'
C86	137.37'	47°55'36"	114.90'	N 17°45'50" W	111.58'
C87	338.39'	7°27'08"	44.01'	N 34°35'51" W	43.98'
C88	347.50'	25°08'58"	152.53'	N 18°21'15" W	151.31'
C89	387.50'	23°31'22"	159.09'	N 17°32'27" W	157.97'

**LINE TABLE**

LINE	BEARING	DISTANCE
L22	N 12°24'34" W	15.63'
L23	N 12°24'34" W	6.49'

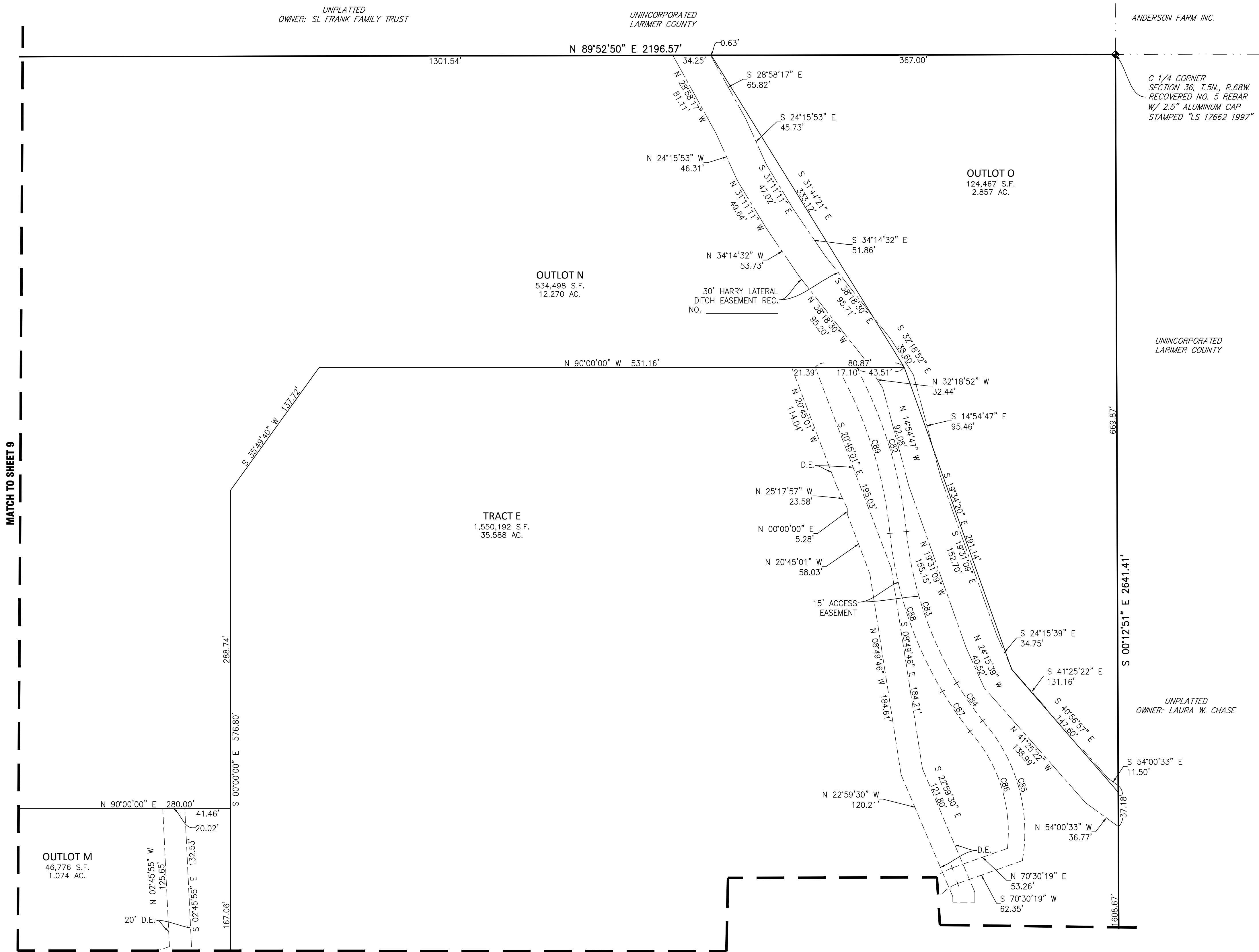
### DETAIL (PEDESTRIAN ACCESS EASEMENT - SHEET 5)



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF LJA SURVEYING, INC.



MATCH TO SHEET 9

MATCH TO SHEET 7

S:\LIC-DATA\JOB FOLDERS\1060-08\PRODD\FINAL PLAT\FINAL PLAT DETAIL SHEETS - FT. PRINTED ON: 3/4/2024 3:44 PM

REVERE NORTH - FINAL PLAT  
TOWN OF JOHNSTOWN, COLORADO  
FINAL PLAT







# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
Call before you dig.



LJA ENGINEERING

PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

REVISION DATE:

SHEET TITLE

COVER

SHEET NUMBER

C.0

SHEET 1 OF 33

NOT FOR CONSTRUCTION

## PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE GREAT PLAINS VILLAGE OUTLINE DEVELOPMENT PLAN (ODP). REVERE NORTH FILING NO. 1 INCLUDES A MIX OF LARGER SINGLE-FAMILY DETACHED LOTS (60' x 110'), SMALLER SINGLE-FAMILY DETACHED LOTS (50' x 110'), AND ALLEY-LOADED DUPLEX LOTS (25' x 90'). THE SUBDIVISION WILL RESULT IN ADDING HOUSING DIVERSITY TO MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. VEHICULAR ACCESS, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIONS MEET THE REQUIREMENTS ESTABLISHED IN THE ODP, AS WELL AS THE TOWN MUNICIPAL CODE AND DESIGN GUIDELINES. FILING NO.1 WILL BE A QUALITY COMMUNITY WITH A METRO DISTRICT RESPONSIBLE FOR MAINTENANCE OF ALL DETENTION PONDS, COMMON AREA LANDSCAPING, PARKS, AND OPEN SPACE. PERIMETER LANDSCAPING WILL ENHANCE THE QUALITY OF THE COMMUNITY AND WILL BE MAINTAINED THROUGHOUT THE DEVELOPMENT.

## LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

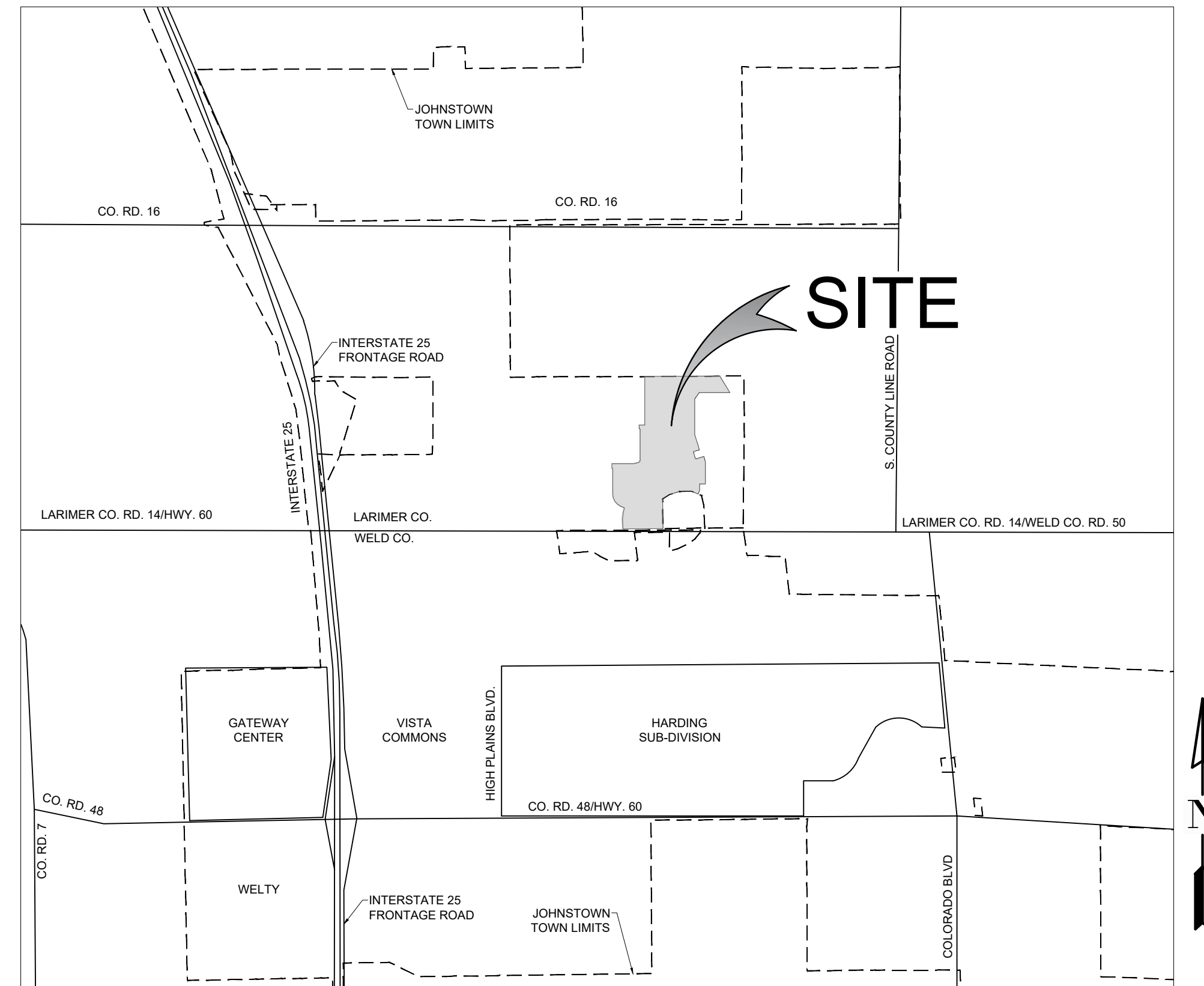
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

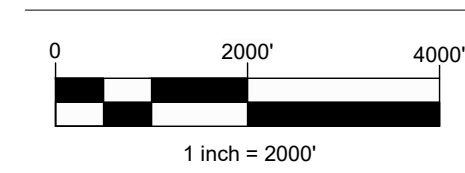
THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;



VICINITY MAP



## APPROVALS

### TOWN COUNCIL

THIS PRELIMINARY/FINAL DEVELOPMENT PLAN, TO BE KNOWN AS REVERE NORTH FILING NO. 1 PDP/FDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

## REVERE NORTH GENERAL NOTES

- ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.
- THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.
- MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- LOT 1/BLOCK 15; LOT 1/BLOCK 17; LOT 1/BLOCK 18 HAVE BEEN RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION AND STORM DRAINAGE IMPACT FEES FOR THESE LOTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.

## RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

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

### OWNER/APPLICANT

JAMES HAYES  
FORESTAR REAL ESTATE GROUP INC  
188 INVERNESS DRIVE WEST  
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303-754-3283  
jameshayes@forestar.com

### ENGINEER

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WESTMINSTER, CO 80234  
303-421-4224  
klovelace@lja.com

### PLANNER

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10200 E. GIRARD AVENUE  
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### SURVEYOR

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SUITE 300  
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303-421-4224  
dbrown@lja.com

## SHEET INDEX

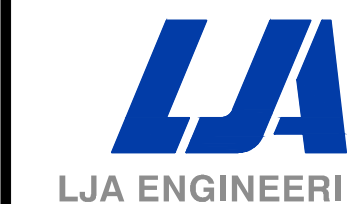
- |       |                                 |
|-------|---------------------------------|
| 1     | COVER                           |
| 2     | HOUSING TYPE PLAN               |
| 3     | LOT TYPICALS                    |
| 4     | TABLES & ABBREVIATIONS          |
| 5     | OVERALL PLAN                    |
| 6-11  | SITE PLANS                      |
| 12-22 | LANDSCAPE PLANS                 |
| 23-25 | LANDSCAPE NOTES & DETAILS       |
| 26    | LOT TYPICALS (LANDSCAPE)        |
| 27-28 | ARCHITECTURAL CHARACTER IMAGERY |
| 29    | OPEN AREA & TRAILS PLAN         |
| 30    | CIRCULATION PLAN                |
| 31    | PARKING PLAN                    |
| 32    | FENCING PLAN                    |
| 33    | PLANNING AREA PLAN              |



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
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PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

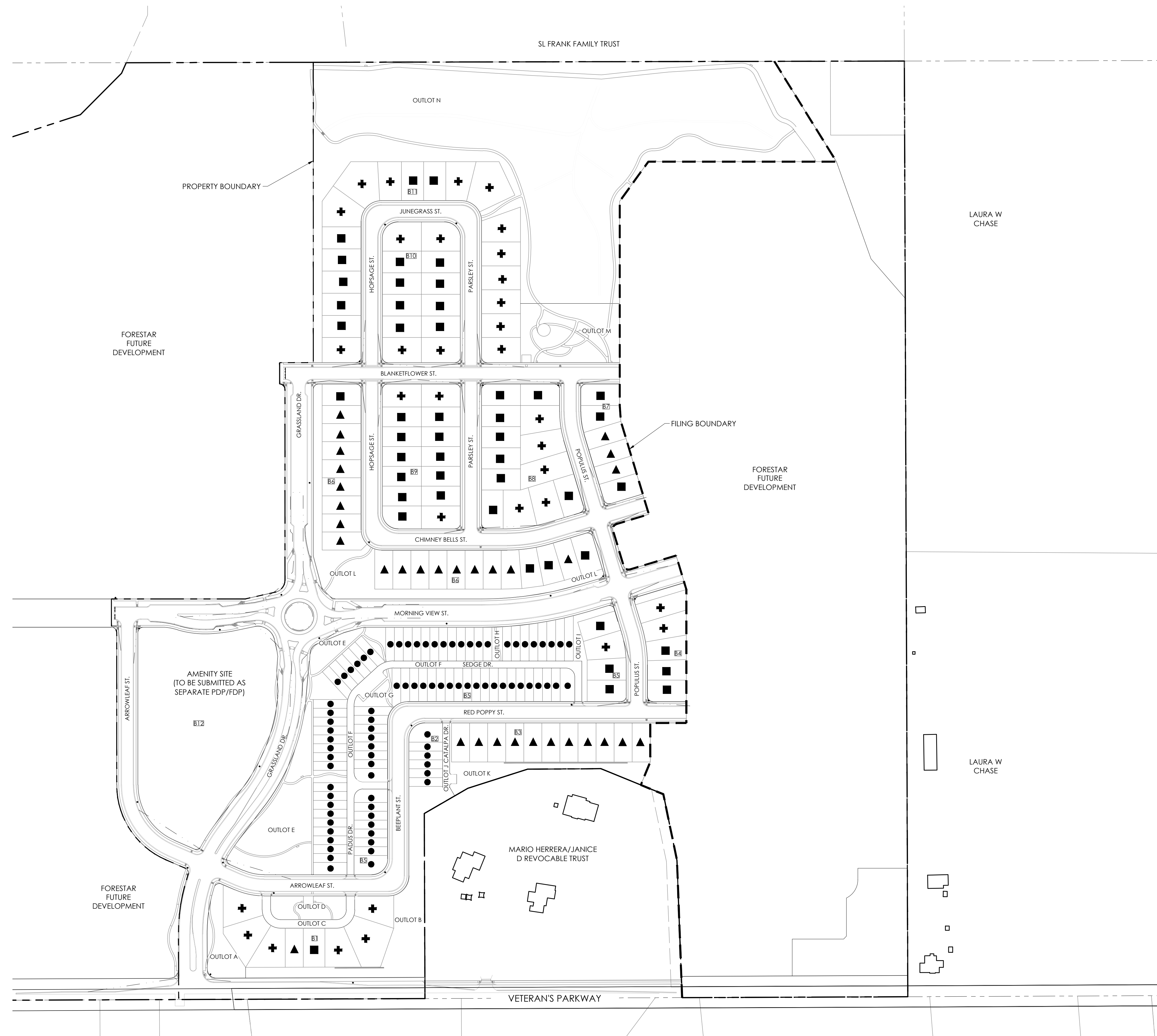
SHEET TITLE

HOUSING TYPE  
PLAN

SHEET NUMBER

C.1

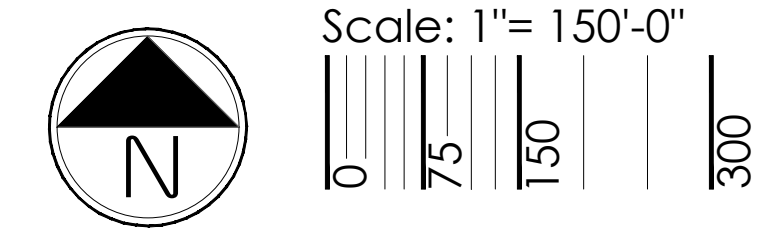
SHEET 2 OF 33



**LEGEND**

- SINGLE FAMILY ATTACHED
- ▲ SINGLE FAMILY DETACHED <6,000 S.F.
- SINGLE FAMILY DETACHED 6,000-7,000 S.F.
- + SINGLE FAMILY DETACHED >7,000 S.F.

RESIDENTIAL LOT TYPE DATA			
FILING 1	HOUSING TYPE	# OF UNITS	% OF UNITS
		SINGLE FAMILY ATTACHED	86
	SINGLE FAMILY DETACHED <6,000 S.F.	32	16.0%
	SINGLE FAMILY DETACHED 6,000-7,000 S.F.	48	24.0%
	SINGLE FAMILY DETACHED >7,000 S.F.	33	16.5%
	AMENITY	1	0.5%
	<b>TOTAL</b>	<b>200</b>	<b>100.0%</b>



NOT FOR CONSTRUCTION

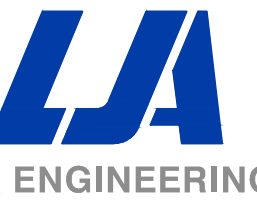
p:\forestar\great plains\revere north filing 1\cad\submittals\7\_fdp submittal #7 2023.09.05\exhibits.dwg



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
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PROJECT NAME

**REVERE NORTH FILING NO. 1**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

**LOT TYPICALS**

SHEET NUMBER

**C.2**

SHEET 3 OF 33

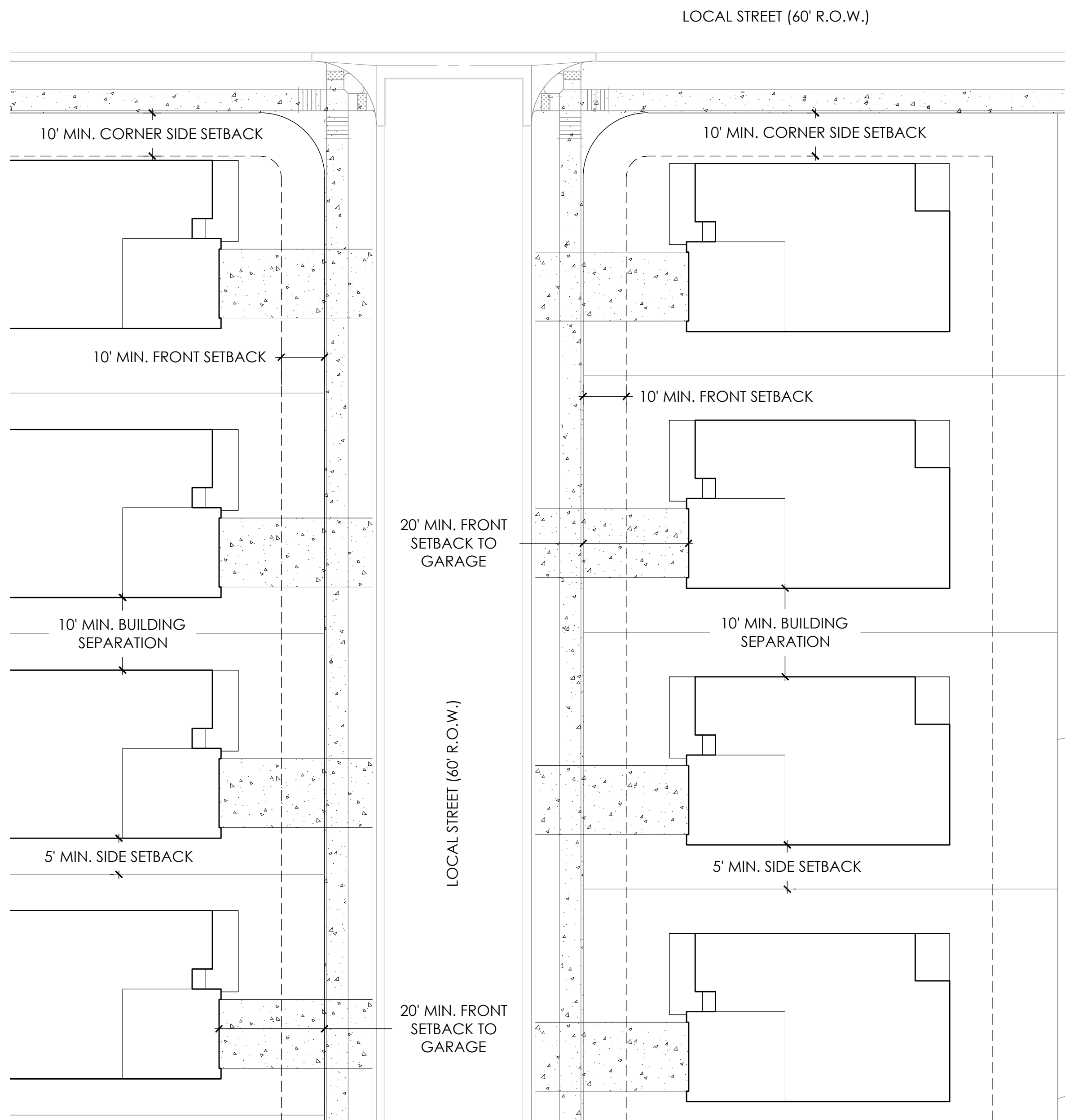


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

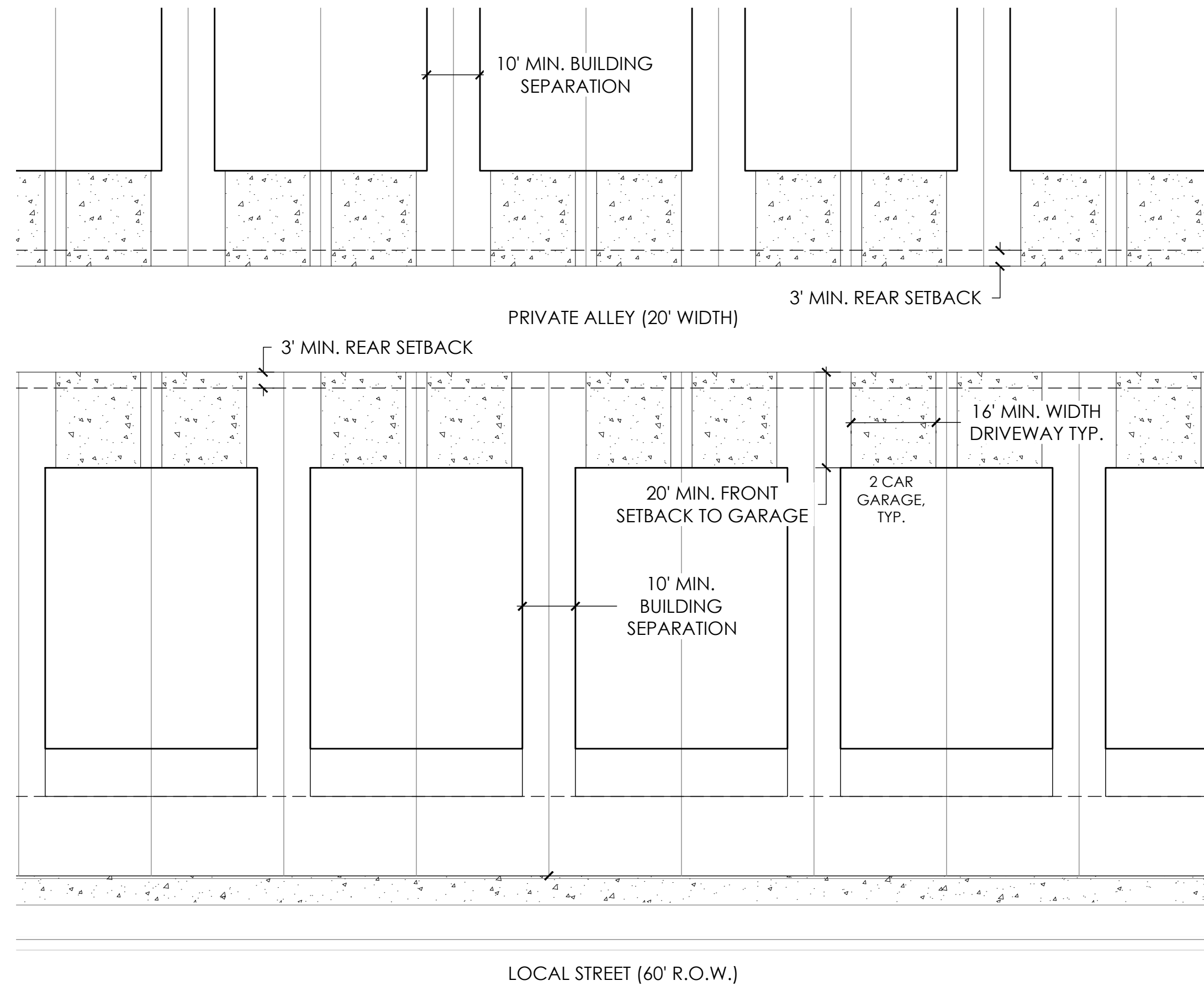
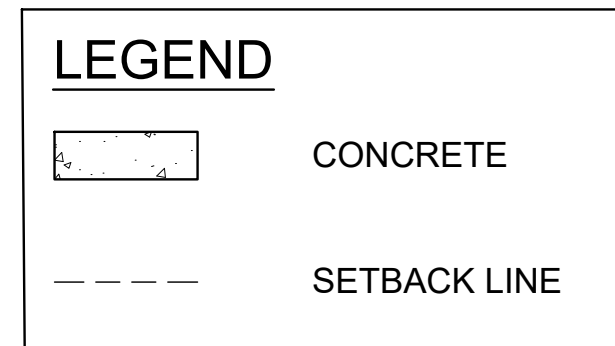


EXHIBIT B - SINGLE FAMILY ATTACHED  
ALLEY-LOADED LOT TYPICAL

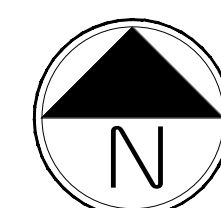
LAND USE DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED (SFD) RESIDENTIAL	
PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO COVERED PORCH	5'
FRONT SETBACK TO GARAGE	20'
SIDE SETBACK MINIMUM	5'
*BUILDING SEPARATION	10'
REAR SETBACK - FRONT LOAD	15'
REAR SETBACK - CLUSTER	10'
REAR SETBACK - ALLEY LOAD	3'
SIDE (CORNER) SETBACK	10'
ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	3'*
REAR SETBACK	5'
REAR SETBACK (ALLEY LOAD GARAGE)	3'
SIDE (CORNER) SETBACK	15'

LAND USE DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL	
PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING FACE	15'
FRONT SETBACK TO COVERED PORCH	10'
SIDE SETBACK MINIMUM	0'
*BUILDING SEPARATION	10'
REAR SETBACK	15'
REAR SETBACK - ALLEY LOAD GARAGE	3'*
SIDE (CORNER) SETBACK	15'
ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	5'
REAR SETBACK - NON GARAGE	10'
REAR SETBACK (ALLEY LOAD GARAGE)	3'*
SIDE (CORNER) SETBACK	15'

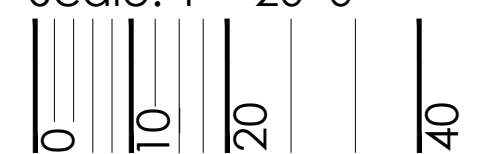
\*OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

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

NOTE: SETBACKS ONLY APPLY TO FILING NO. 1. FUTURE FILINGS ARE SUBJECT TO THE SETBACKS ESTABLISHED IN THE ODP UNLESS AMENDED THROUGH THE PDP/FDP PROCESS.



Scale: 1" = 20'-0"



NOT FOR CONSTRUCTION



# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

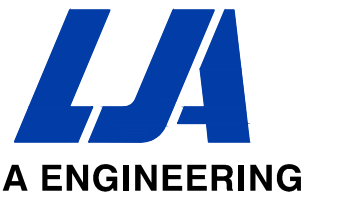
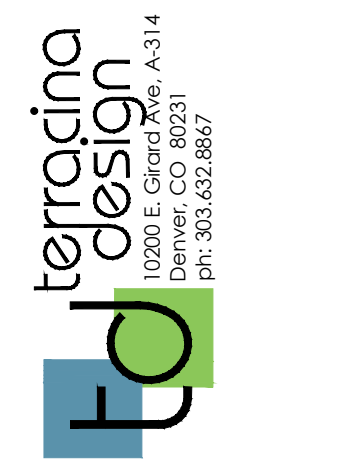
LAND USE TABLE				
	LOT NO.	SQ. FT.	ACRES	%
LOT AREA - RESIDENTIAL	199	994,878	22.839	7.4%
LOT AREA - AMENITY SITE (BLK 15 LOT 1)	1	197,989	4.545	1.5%
RIGHT OF WAY AREA		1,489,899	34.203	11.1%
TRACT AREA - FUTURE DEVELOPMENTS (A, B, C, D, E)		9,728,690	223.340	72.6%
OUTLOTS - PRIVATE DRIVES		42,596	0.978	0.3%
OUTLOTS - DETENTION PONDS (N, P)		600,525	13.786	4.5%
OUTLOTS - OPEN AREAS (A, B, C, D, E, F, G, H, I, J, K, M, O)		343,534	7.886	2.6%
<b>TOTALS</b>	<b>200</b>	<b>13,398,111</b>	<b>307.578</b>	<b>100%</b>

LOT SUMMARY		
	LOT COUNT	LOT SIZE
TOWNHOME LOTS	86	2375 SF - 4717 SF
SINGLE FAMILY HOME LOTS	32	5610 SF - 5999 SF
	68	6000 SF - 7999 SF
	12	8000 SF - 200,000 SF
FUTURE DEVELOPMENT LOTS	1	200,000+ SF
<b>TOTAL LOTS</b>	<b>199</b>	

STREET SUMMARY	
STREET TYPE	NAME
PRIVATE DRIVE - 20'	PADUS DR, SEDGE DR, CATALPA DR, DRIVE B & C DRIVE A
PRIVATE DRIVE - 24'	DRIVE A
RESIDENTIAL LOCAL STREET	BLANKETFLOWER ST, BITTERROOT CT, ARROWLEAD ST, BEEPLANT ST, RED POPPY ST, HOPSAGE ST, CHIMNEY BELLS ST, PARSLEY ST, JUNEGRASS ST, BLUE GAMMA ST, S POPULUS ST
COLLECTOR W/ FLUSH MEDIAN	MORNING VIEW ST
COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ PARALLEL PARKING	MORNING VIEW ST
RESIDENTIAL COLLECTOR W/O PARALLEL PARKING	MORNING VIEW ST
MAJOR ARTERIAL	VETERANS PARKWAY, HIGH PLAINS BLVD
EMERGENCY VEHICLE ACCESS - 20'	EVA

LEGEND	
	Property Line
	Right of Way Line
	Centerline
	Easement Line
	Lot Line
	Site Line
	Sight Distance Line
	Top of Embankment
	100-YR W.S.E.
	Phase Line
	Retaining Wall
	Prop. Asphalt Pavement
	Prop. Asphalt Mill & Overlay
	Prop. Concrete Pavement
	Prop. Concrete Walk
	Prop. Crushed Fines
	Ex. Concrete Walk
	Ex. Asphalt Pavement
	Sight Distance Area
	Pipe Encasement
	Pipe Restraining
	Sanitary Sewer Line
	Water Line
	Storm Sewer Line
	Ex. Sanitary Line
	Ex. Water Line
	Ex. Storm Sewer Line
	Ex. Irrigation Pipe
	Ex. Fiber Optic Line
	Ex. Gas Line
	Ex. Telephone Line
	Ex. Overhead Electric
	Ex. Fence
	Sanitary Service Line
	Water Service Line
	Sanitary Sewer Manhole
	Fire Hydrant
	Thrust Block
	Water Valve
	Water Meter
	Storm Manhole
	Ex. Sanitary Sewer Manhole
	Ex. Water Valve
	Ex. Fire Hydrant
	Ex. Storm Manhole
	Ex. Street Light
	Ex. Sign
	Prop. Street Light
	Prop. Sign
	Proposed Major Contour
	Proposed Minor Contour
	Existing Major Contour

GENERAL ABBREVIATIONS	
A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
BS	BOTTOM ELEVATION OF RISE
B.S.I.	BY SEPARATE INSTRUMENT
CDS	CUL-DE-SAC
CE	CURB EXTENSION
CL	CENTERLINE
CT	CURB TRANSITION
CWN	CROWN
DBO	DESIGN BY OTHERS
DC	MEDIAN CURB & GUTTER
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EOA	EDGE OF ASPHALT
EOP	EDGE OF PAVEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
E.ATT.E.	EXISTING AT&T EASEMENT
E.P.E.	EXISTING PIPELINE EASEMENT
FES	FLARED END SECTION
FGB	FINISHED GROUND AT BOTTOM WALL ELEVATION
FGT	FINISHED GROUND AT TOP WALL ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FV	FIELD VERIFY
G	FINISHED GROUND
G.E.	GAS EASEMENT
G.O.E.	GAS & OIL EASEMENT
GV	GATE VALVE
HP	HIGH POINT
I.E.	IRRIGATION EASEMENT
LL	LOT LINE
LP	LOW POINT
LTWD	LITTLE THOMPSON WATER DISTRICT
MC	MOUNTABLE CURB & GUTTER
MH	MANHOLE
MSE	MECHANICALLY STABILIZED EARTH
P	PAVEMENT
P&P	PLAN & PROFILE
P.A.E.	PUBLIC ACCESS EASEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURB RETURN
PERF.	PREFORATED
PGL	PROFILE GRADE LINE
PI	POINT OF INFLECTION
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
RN	RECORDING NUMBER
S.E.	SANITARY EASEMENT
SEC	SECTION LINE
SL	SANITARY LINE
SS	SANITARY SERVICE
SW	SIDEWALK
SW.E.	SIDEWALK EASEMENT
TB	THRUST BLOCK
TC	TOP OF CURB
T.C.E.	TEMP. CONSTRUCTION EASEMENT
TRANS.	TRANSITION
TR.E.	TRANSPORTATION EASEMENT
TS	TOP ELEVATION OF RISER
UD	UNDERDRAIN
U.E.	UTILITY EASEMENT
U.G.E.	UTILITY & GAS EASEMENT
VC	VERTICAL CURB & GUTTER
W.E.	WATER EASEMENT
WL	WATER LINE
WS	WATER SERVICE
W.S.W.	WATER SURFACE ELEVATION
WV	WATER VALVE



PROJECT NAME

**REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:  
08-15-2023

REVISION DATE:

SHEET TITLE

**TABLES &  
ABBREVIATIONS**

SHEET NUMBER

C.3

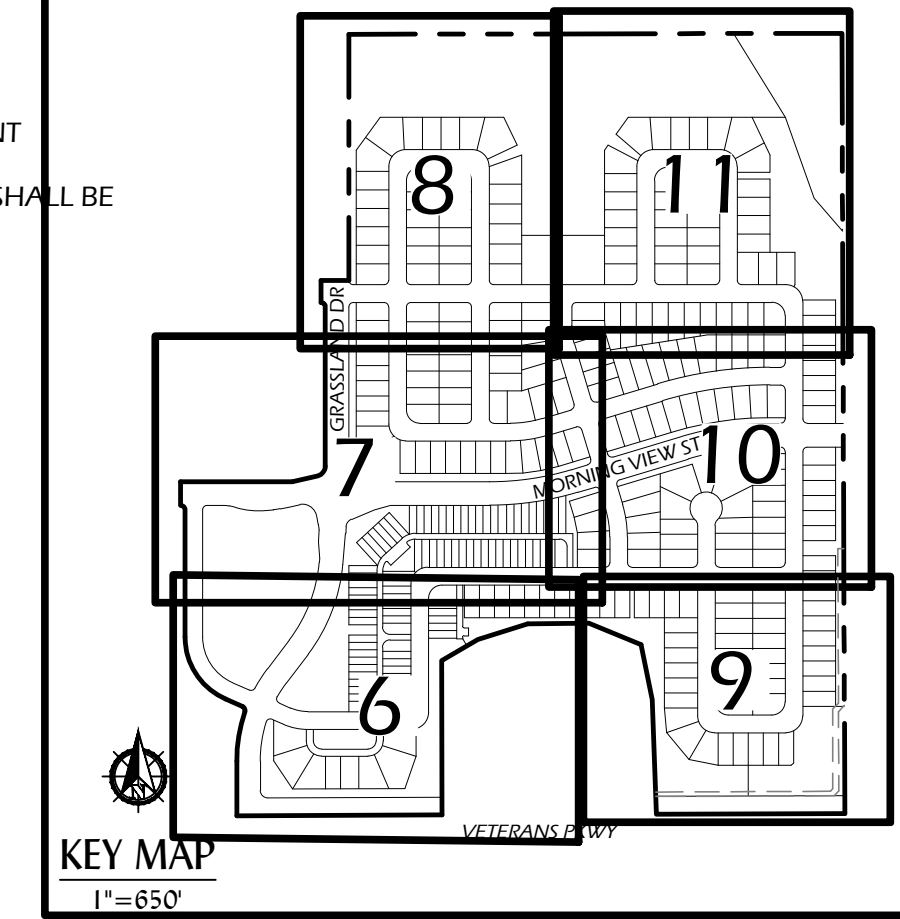
SHEET 4 OF 36



# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

### NOTES:

- SEE SHEET 4 (C.6) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
- ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



Know what's below.  
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PROJECT NAME

REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
08-15-2023

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SHEET TITLE

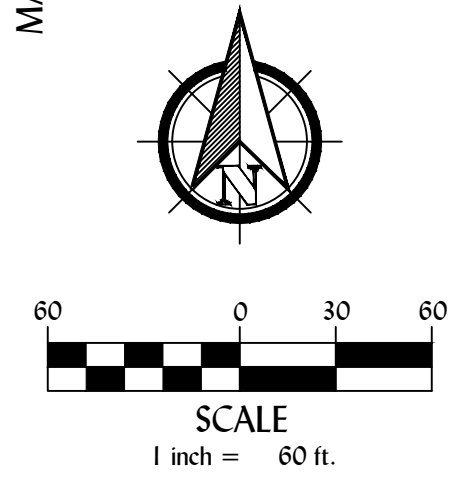
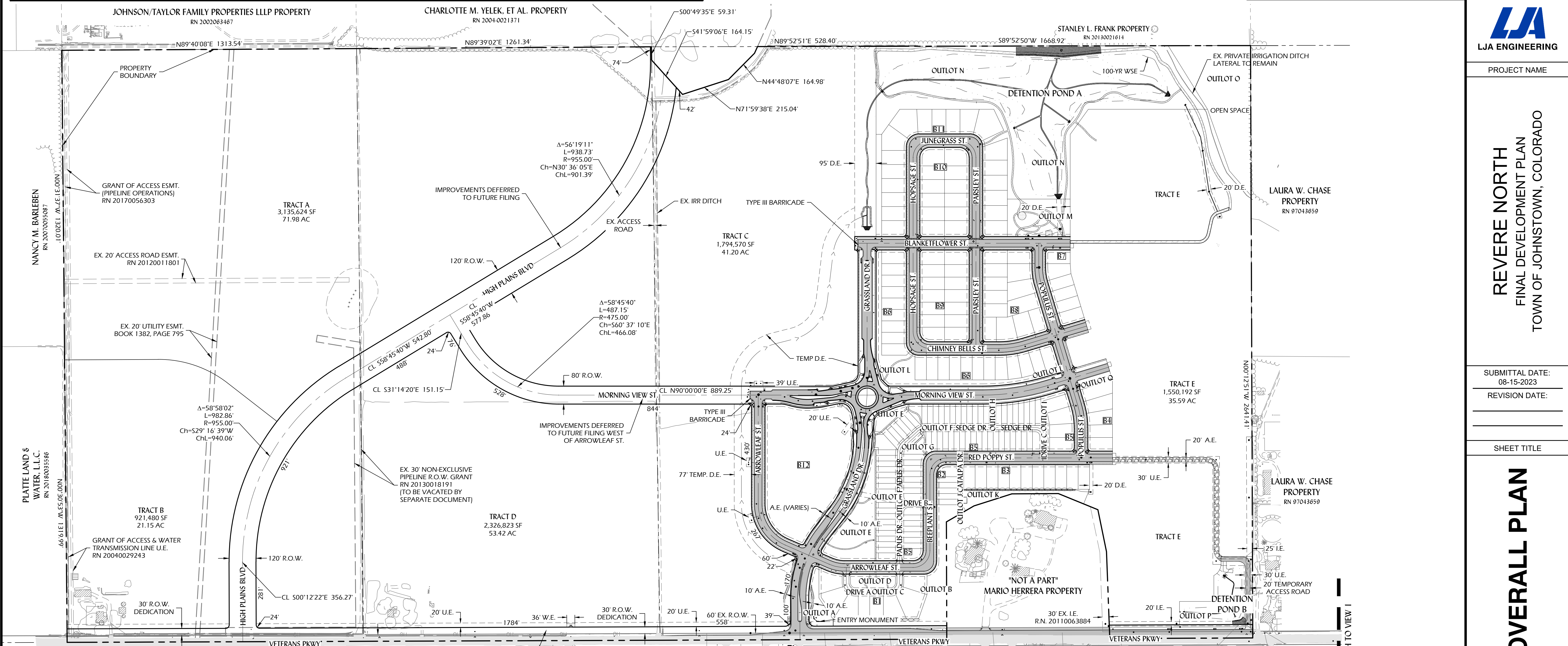
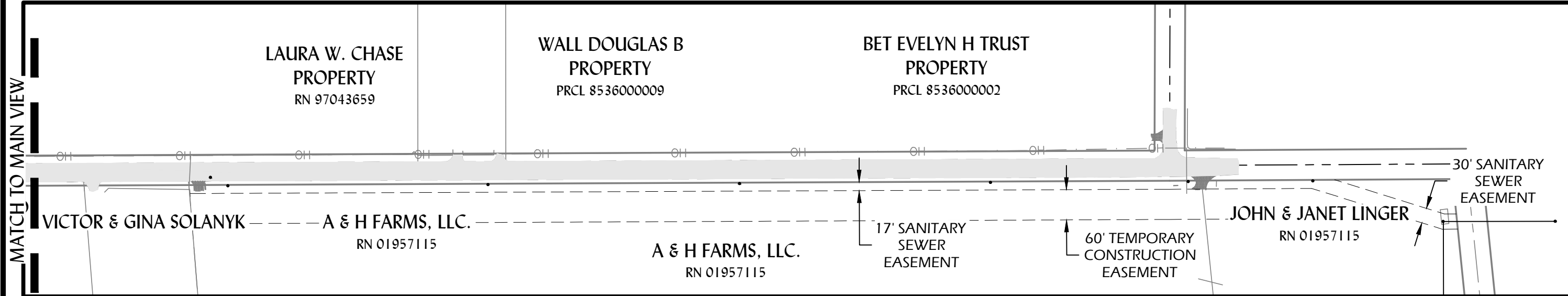
OVERALL PLAN

SHEET NUMBER

C.4

SHEET 5 OF 36

VIEW I  
SCALE - 1" = 200'



**PROJECT BENCHMARK:**  
NGS CONTROL POINT "JOHNSON BEING A" IS A STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. = 5000.64 (NAVD88)

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# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

REVISION DATE:

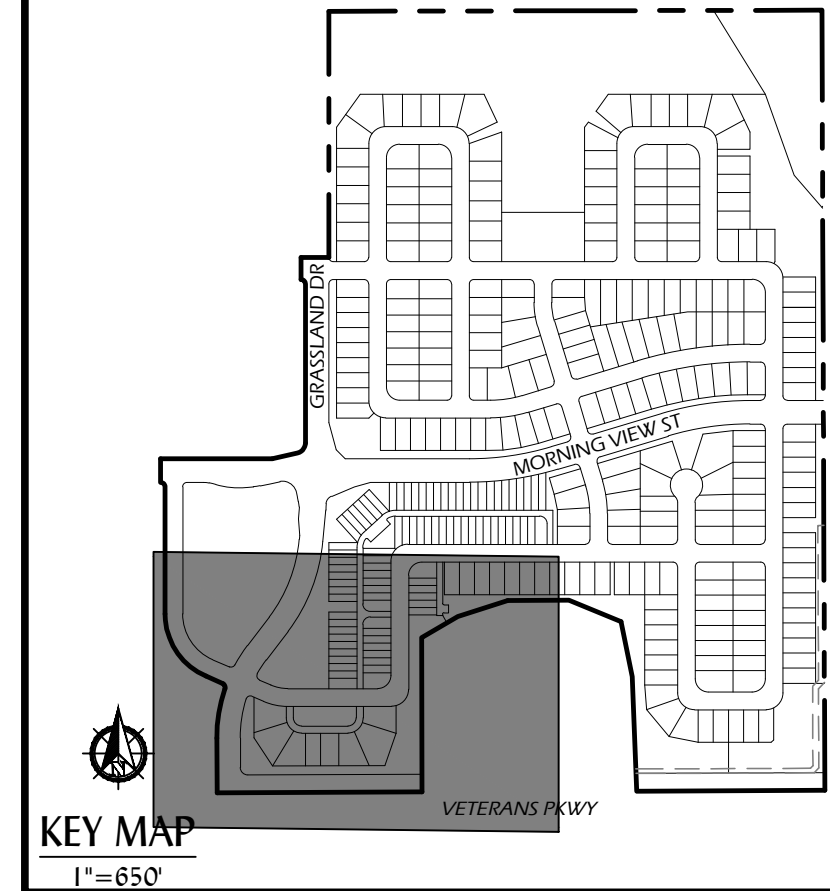
SHEET TITLE

## SITE PLAN

SHEET NUMBER

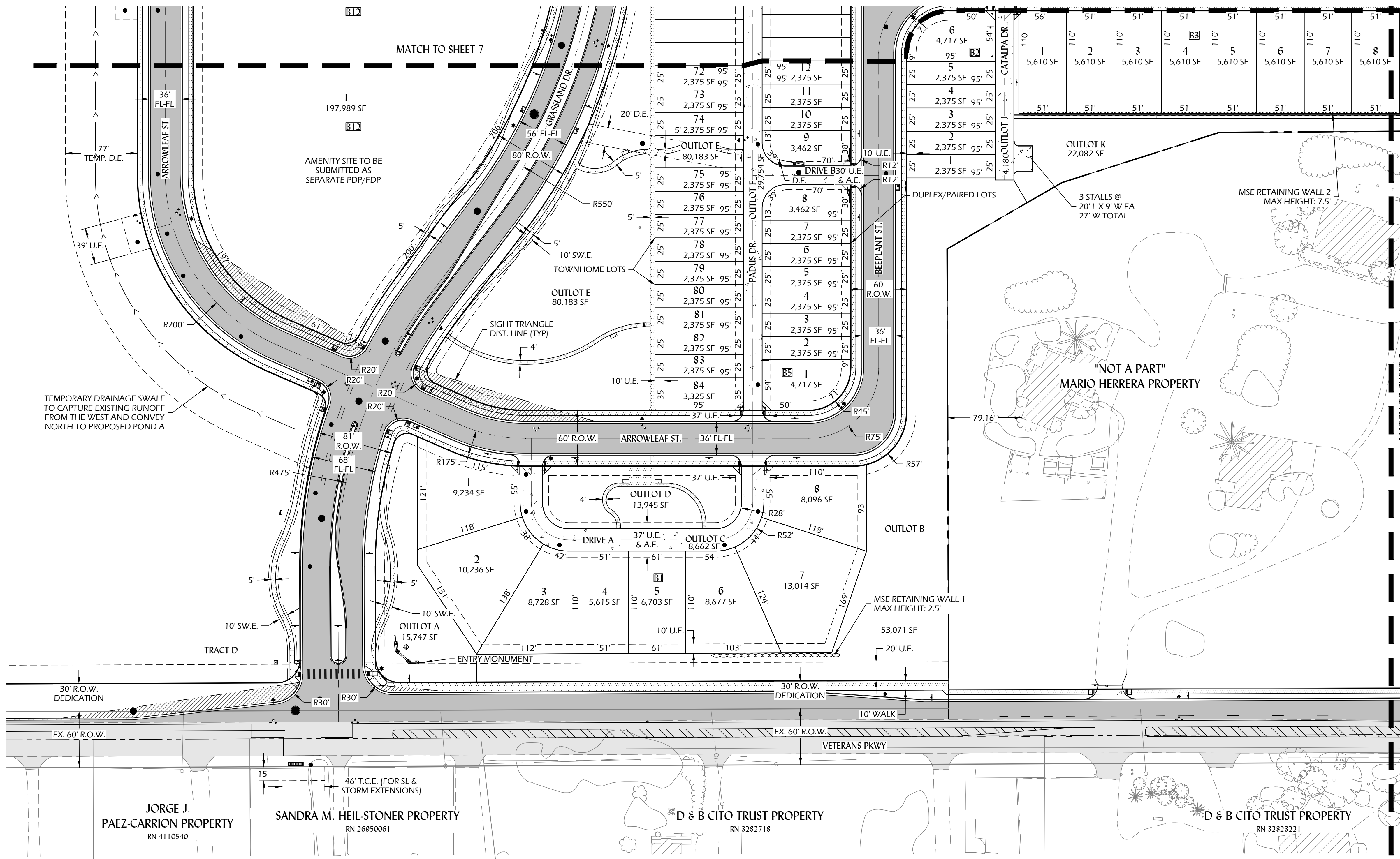
### C.5

SHEET 6 OF 36

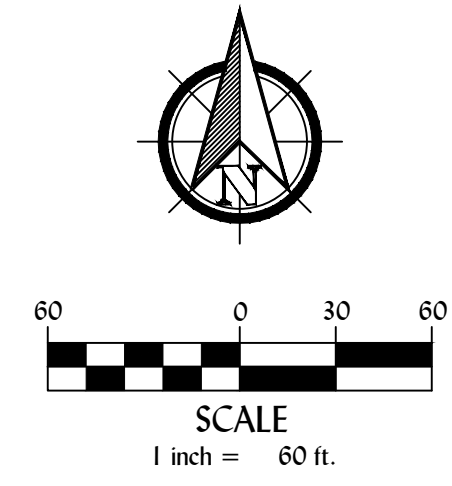


NOTES:

- SEE SHEET 4 (C.6) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
- ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



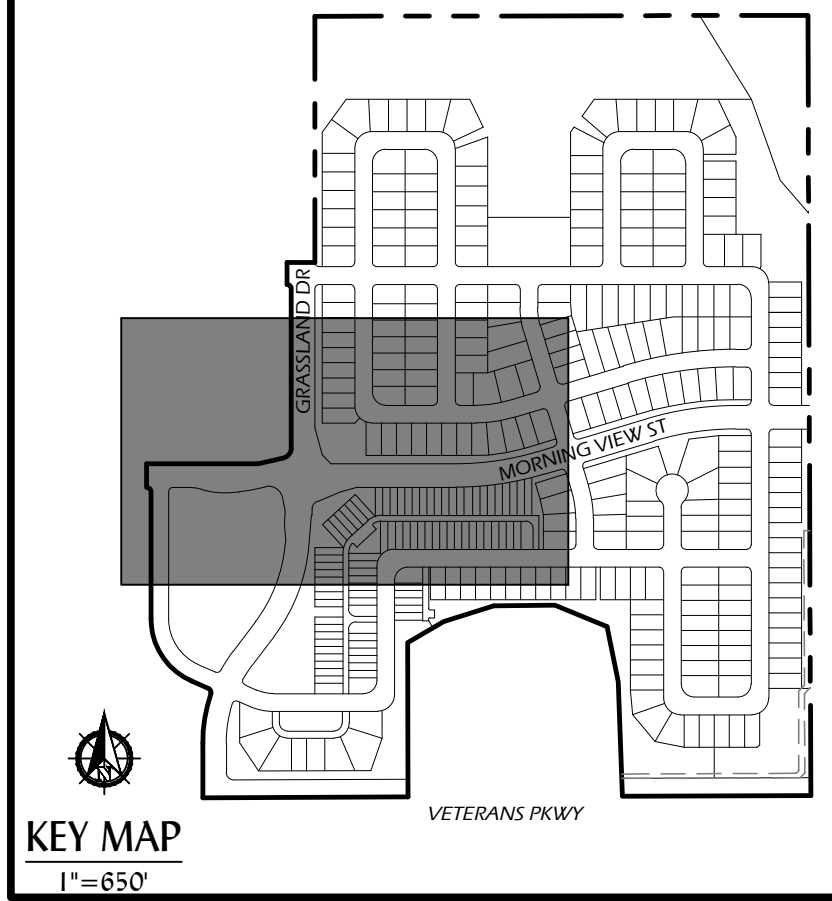
**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)



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# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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LJA ENGINEERING

PROJECT NAME

REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
08-15-2023

REVISION DATE:

SHEET TITLE

SITE PLAN

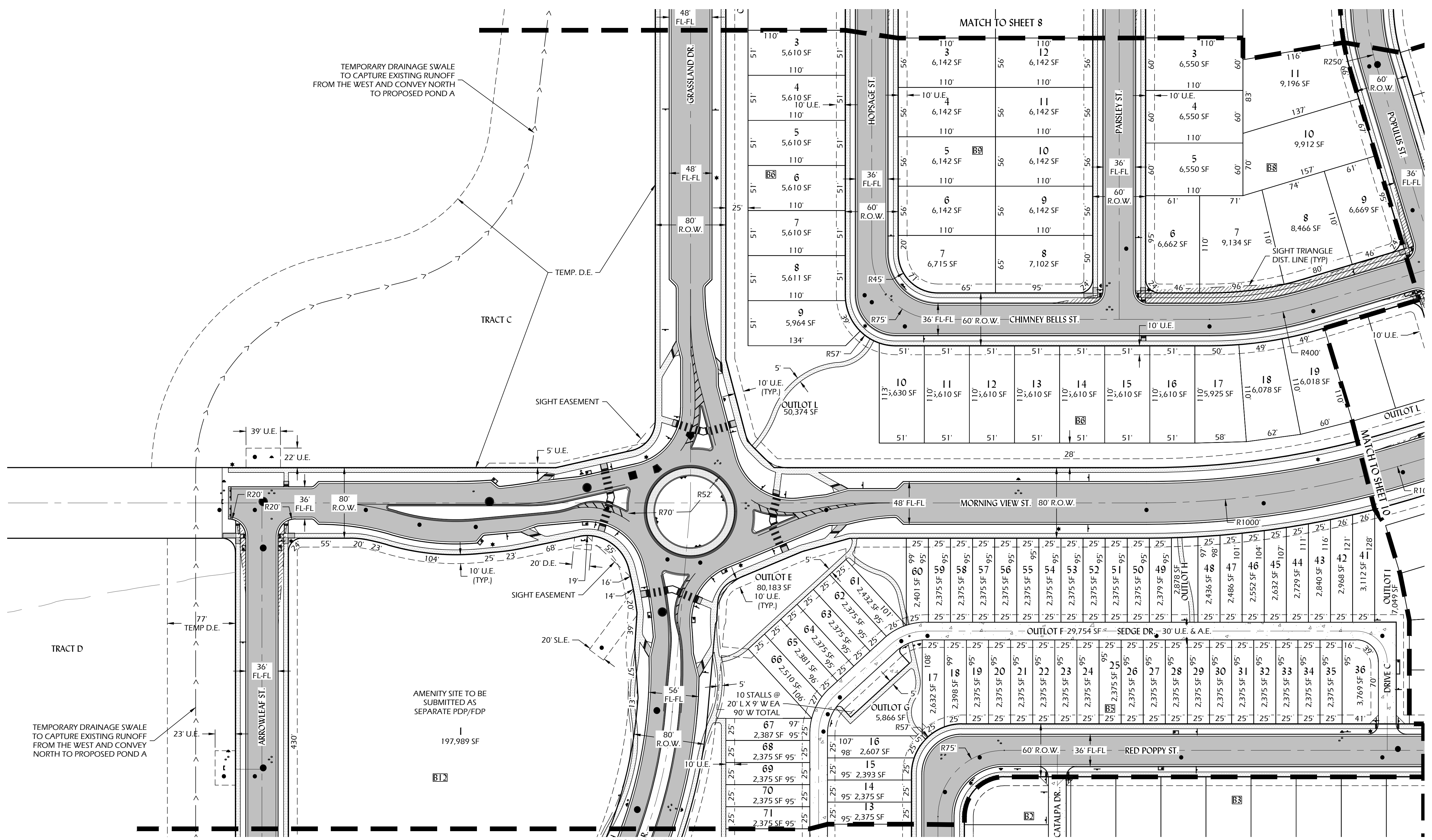
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C.6

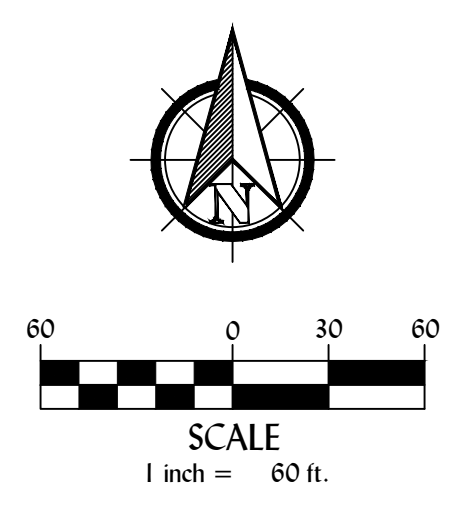
SHEET 7 OF 36

### NOTES:

- SEE SHEET 4 (C.6) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
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**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOYS RV IN JOHNSTOWN'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)

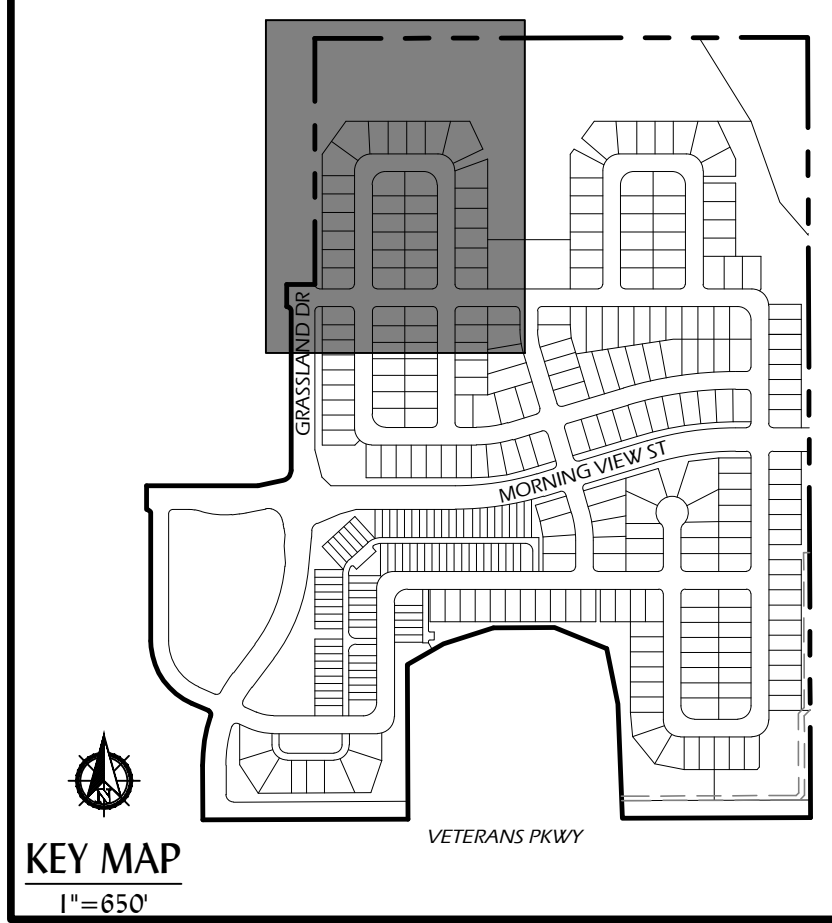
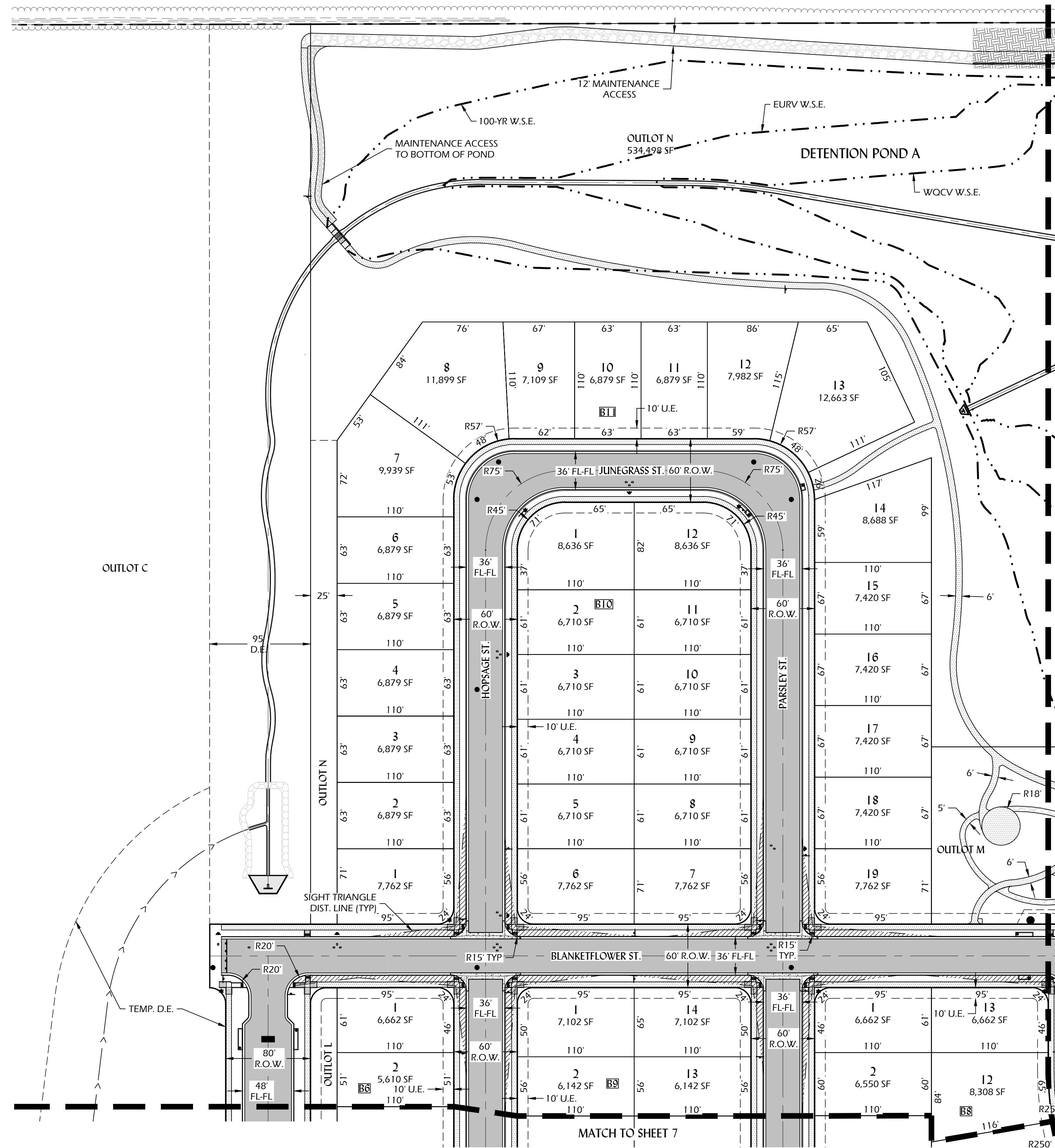


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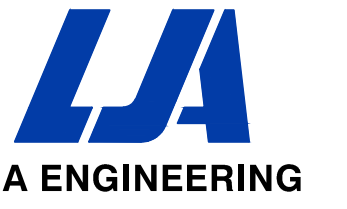
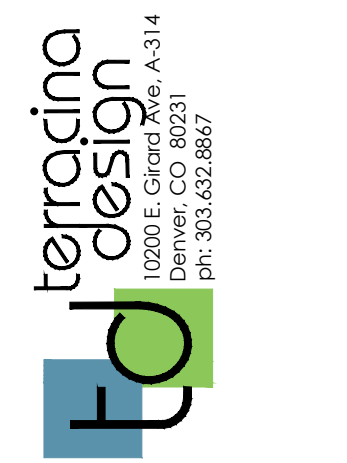


# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

STANLEY L. FRANK PROPERTY  
RN 20130021614



- NOTES:
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REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
08-15-2023

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SHEET TITLE

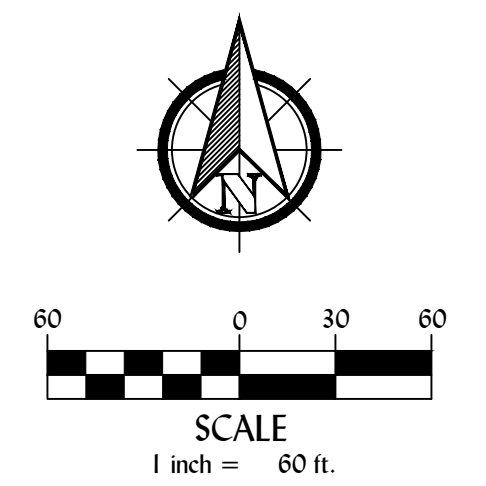
**SITE PLAN**

SHEET NUMBER

**C.7**

SHEET 8 OF 36

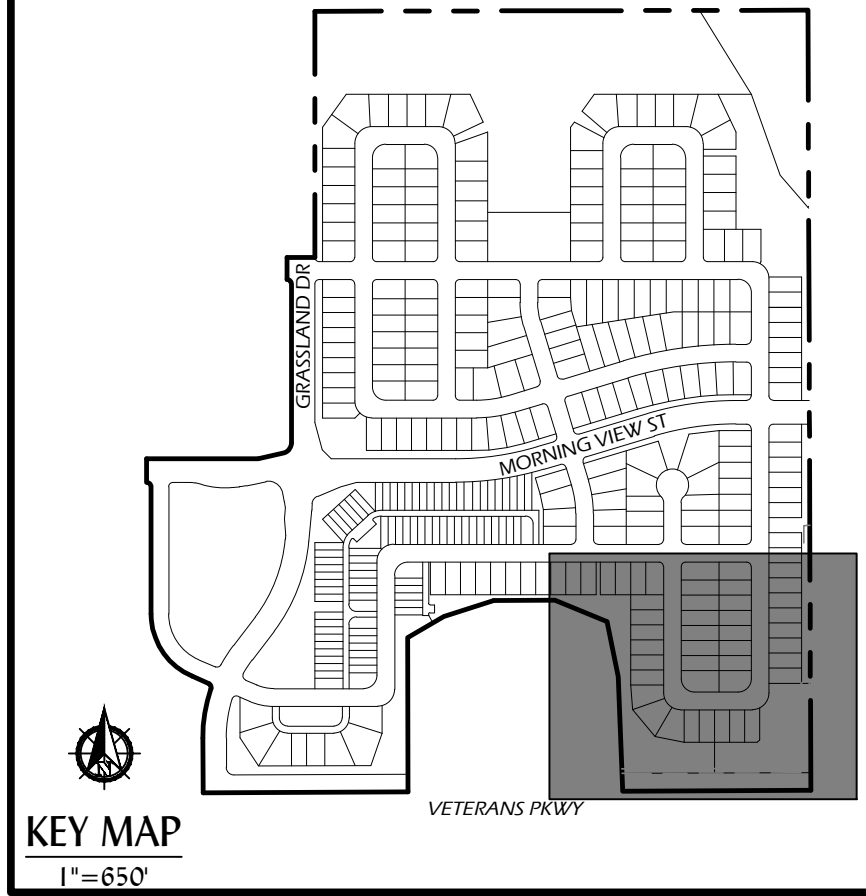
**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)



# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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NOTES:

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FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

08-15-2023

REVISION DATE:

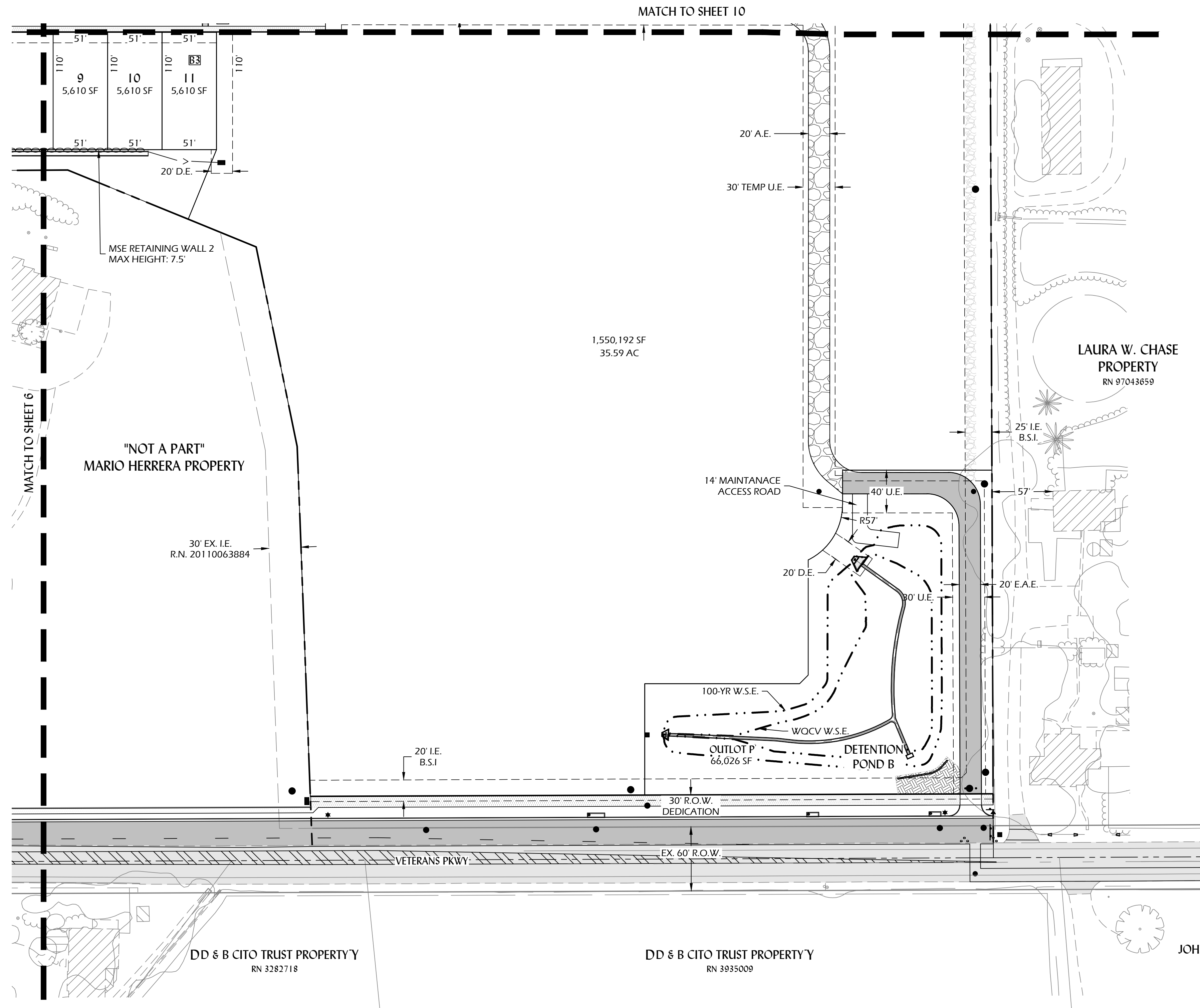
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SITE PLAN

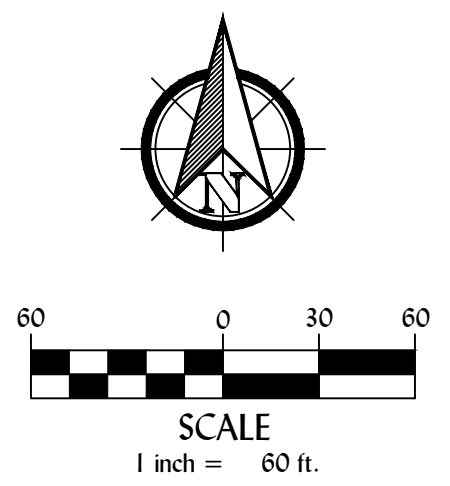
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C.8

SHEET 9 OF 36

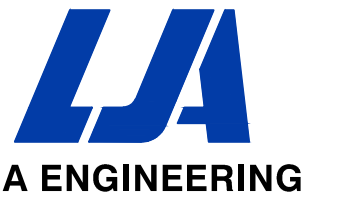
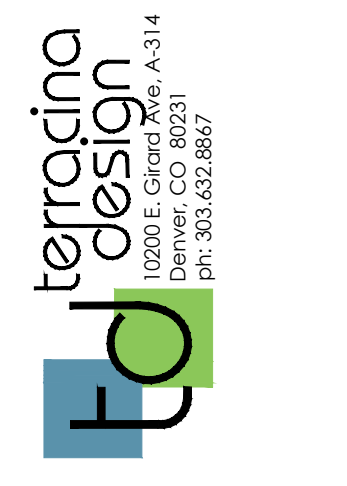
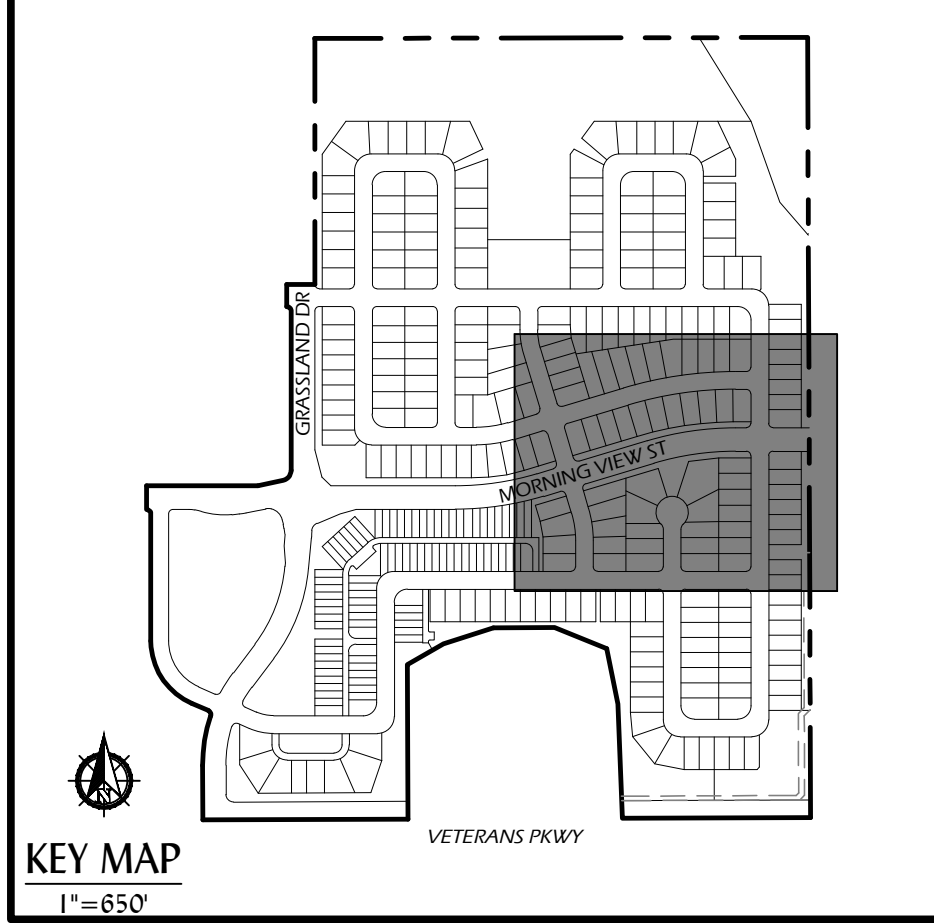


**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)

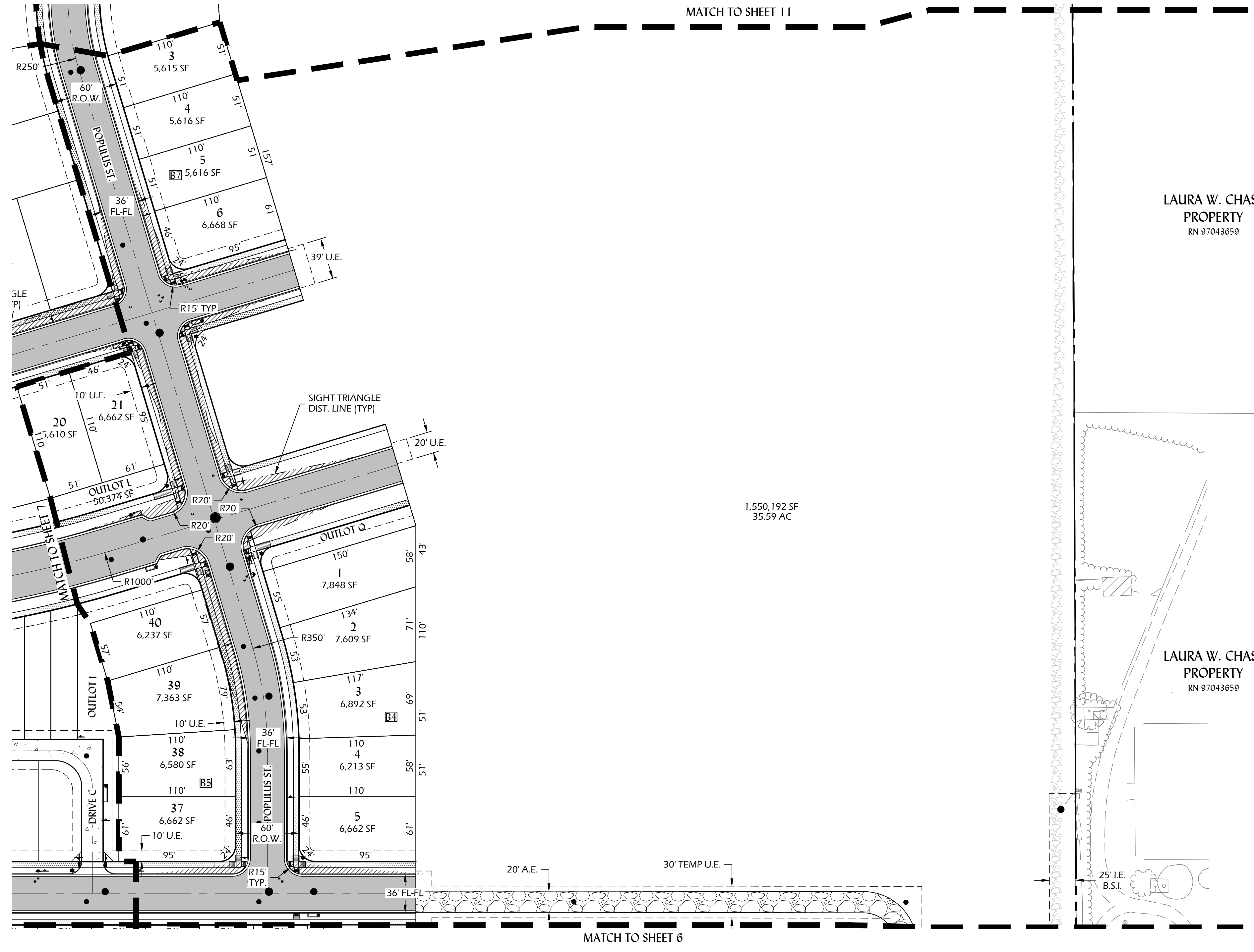




# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
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REVERE NORTH  
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TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
08-15-2023

REVISION DATE:

SHEET TITLE

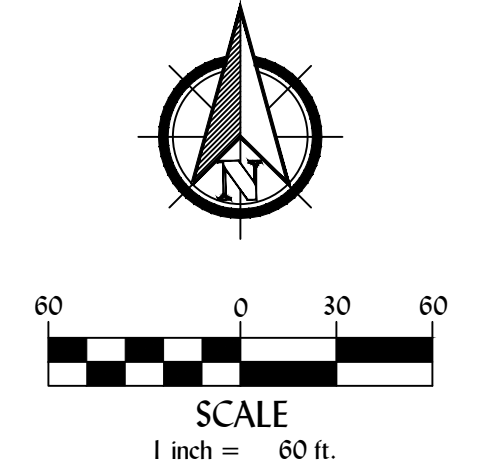
SITE PLAN

SHEET NUMBER

C.9

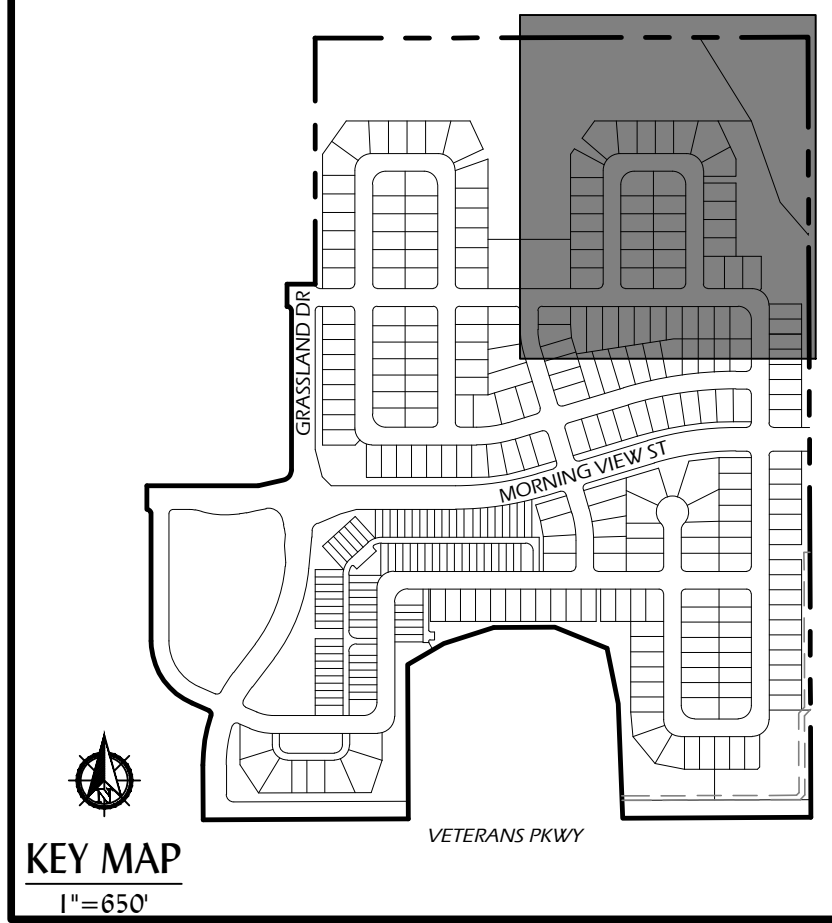
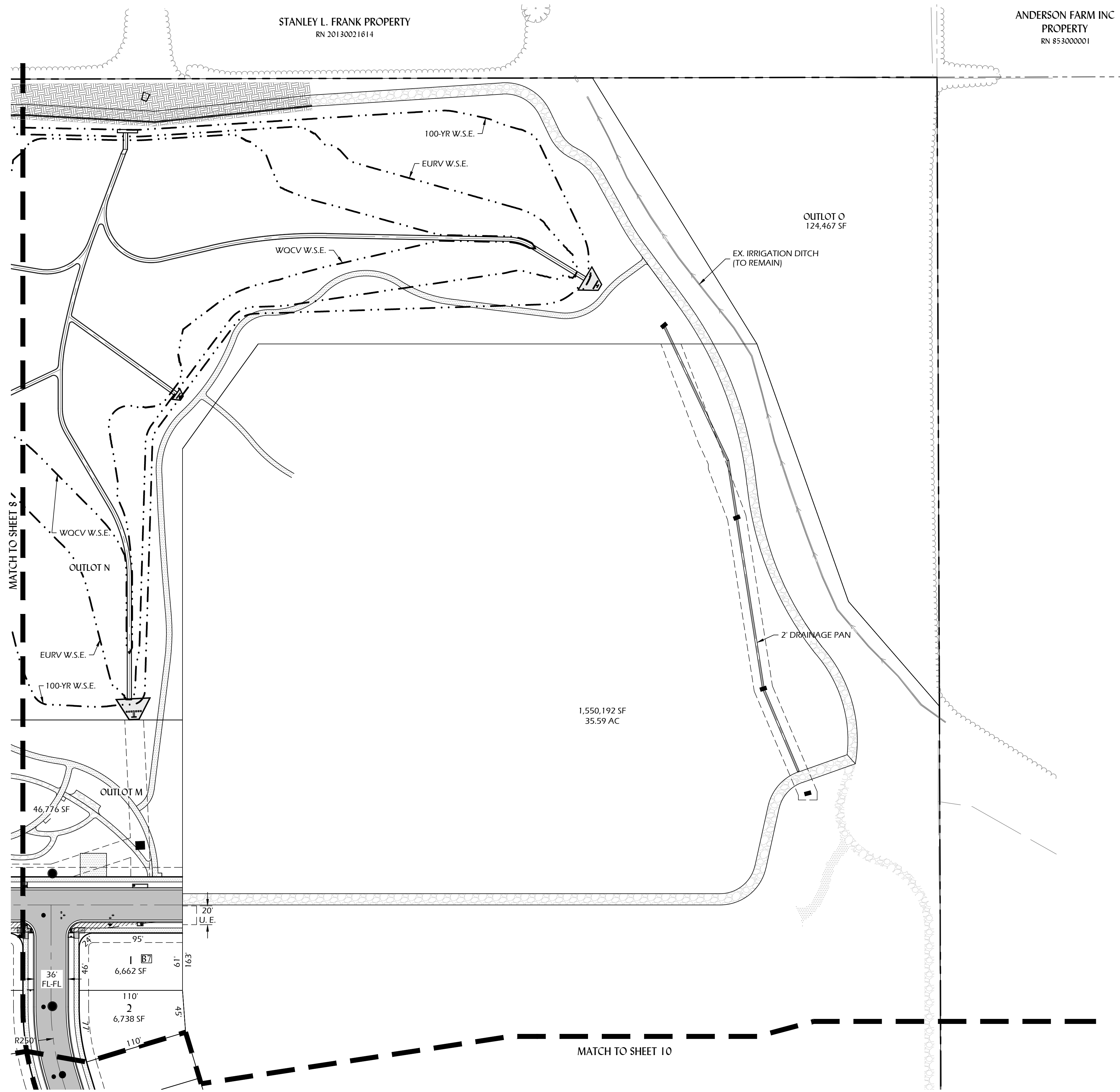
SHEET 10 OF 36

**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOYS RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)

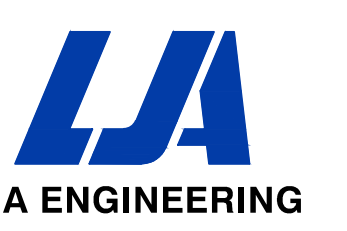
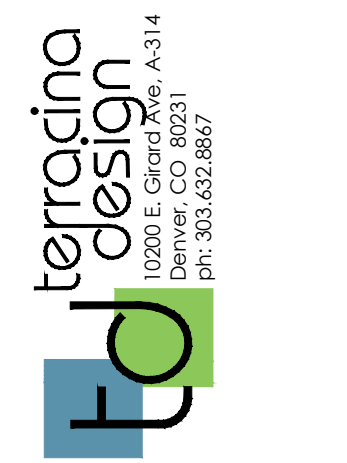




# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
- SEE SHEET 4 (C.6) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
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PROJECT NAME

REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
08-15-2023

REVISION DATE:

SHEET TITLE

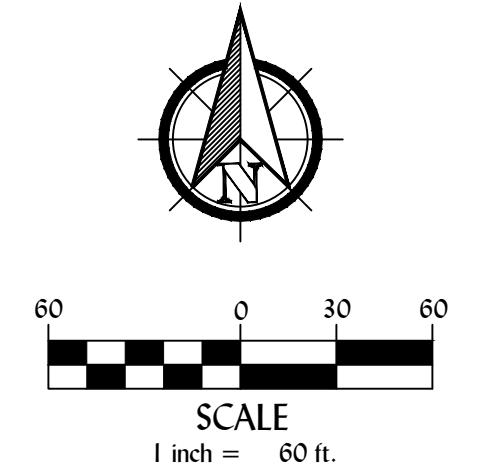
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SHEET NUMBER

## C.10

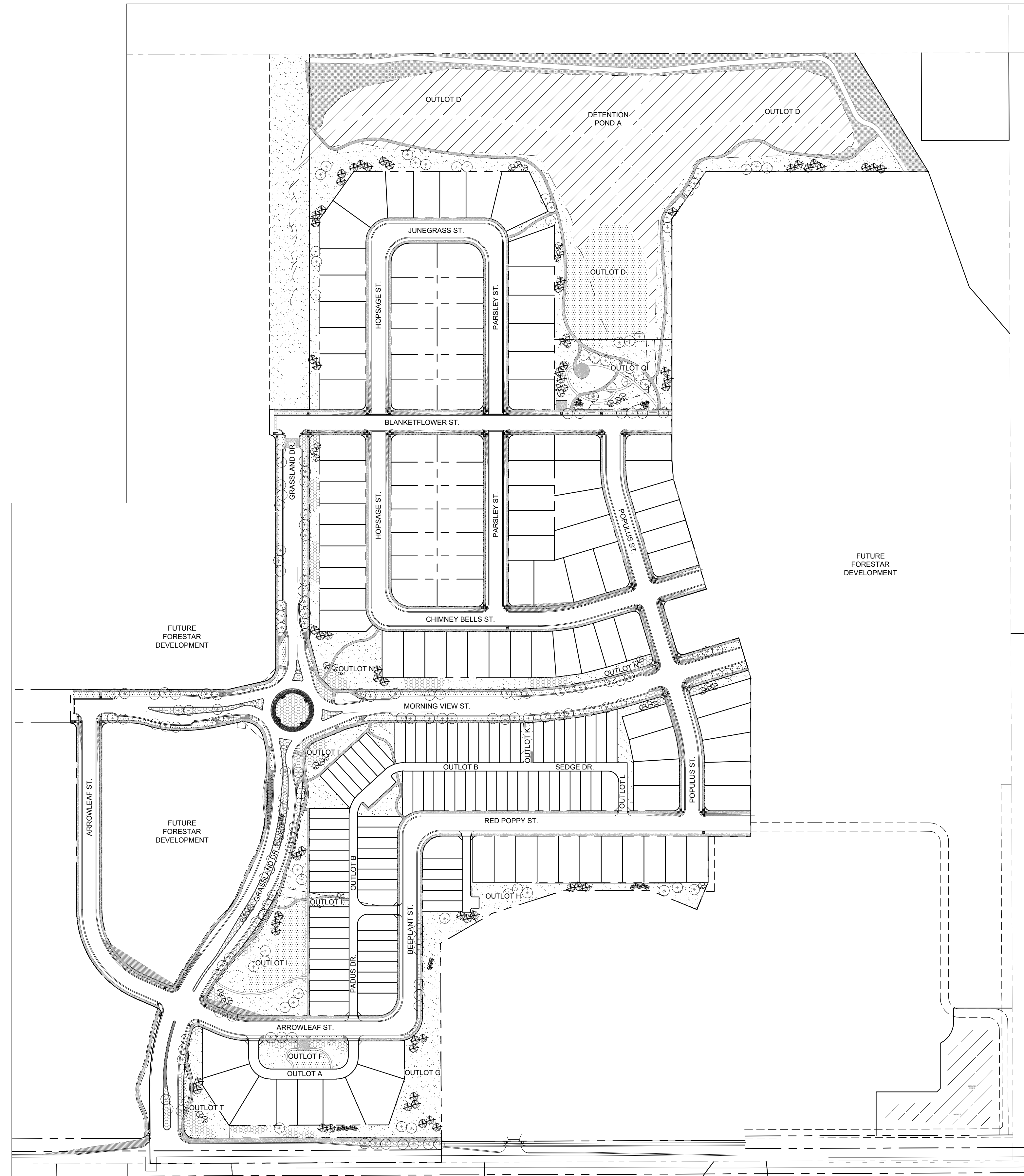
SHEET 11 OF 36

**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)

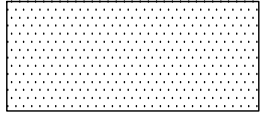
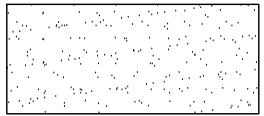
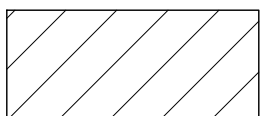

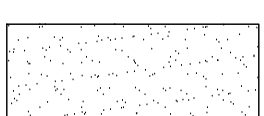
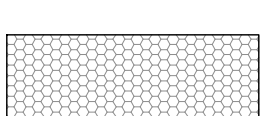
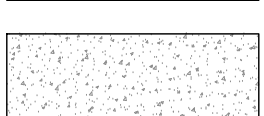
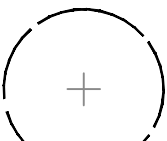
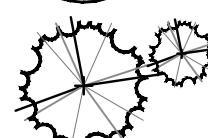





# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

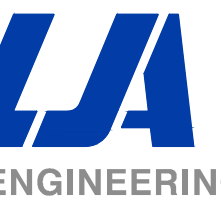


### LEGEND

-  DROUGHT TOLERANT SOD
-  PERMANENT IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  TEMPORARY IRRIGATED NATIVE GRASS
-  CRUSHER FINES
-  SHRUB BED
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES



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PROJECT NAME

**REVERE NORTH FILING NO. 1**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

**OVERALL LANDSCAPE  
PLAN**

SHEET NUMBER

**L.1**

SHEET 12 OF 33

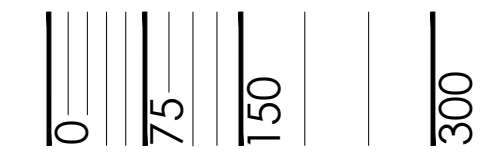
NOT FOR CONSTRUCTION



Know what's below.  
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Scale: 1" = 150'-0"





# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

**REVERE NORTH FILING NO. 1**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

**LANDSCAPE PLANS**

SHEET NUMBER

**L.2**

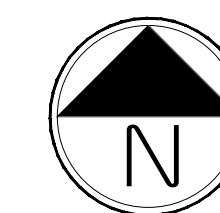
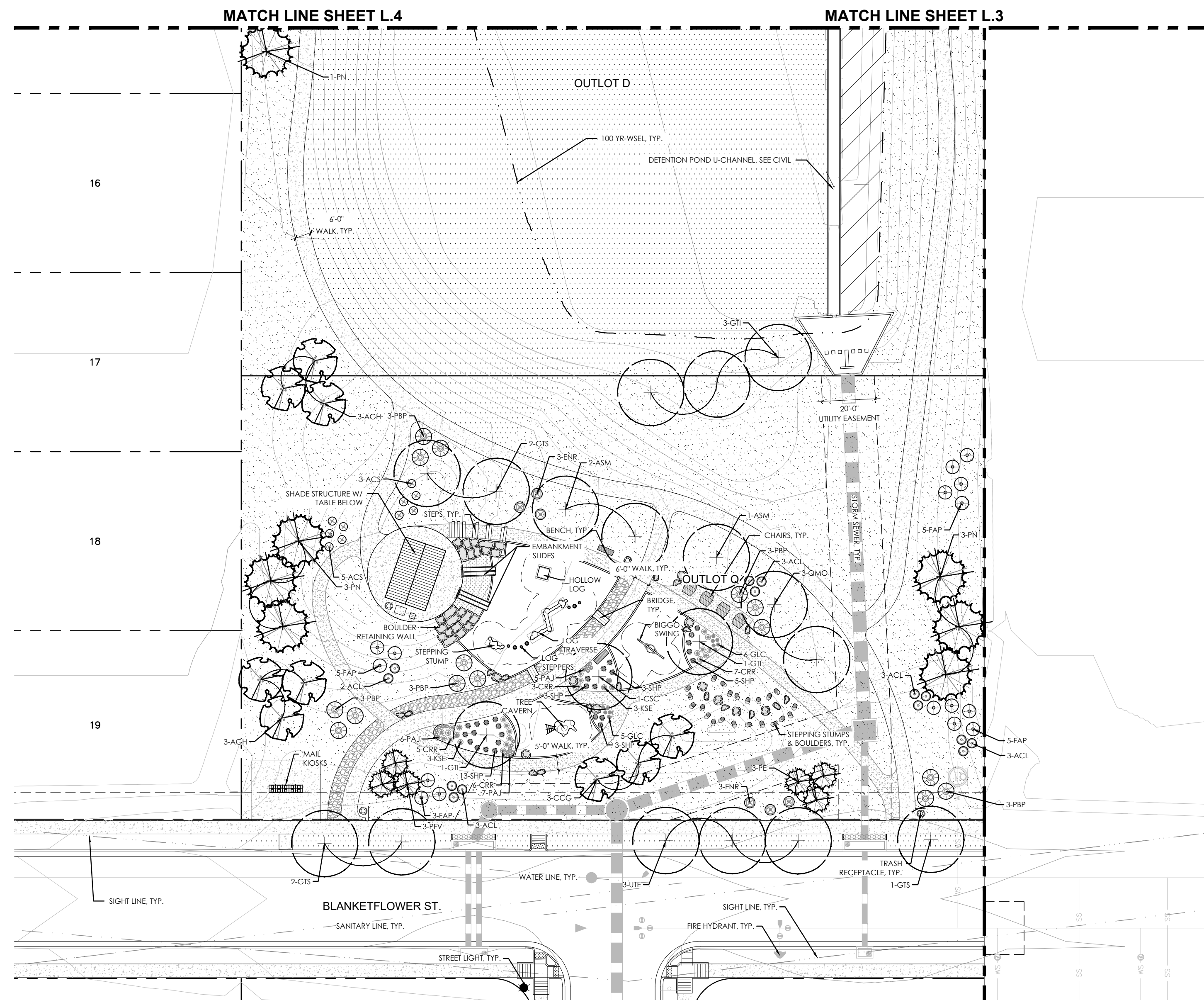
SHEET 13 OF 33



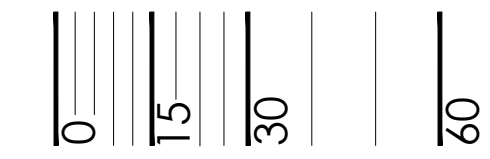
KEY MAP  
SCALE: 1" = 800'

### LEGEND

- DROUGHT TOLERANT SOD
- PERMANENT IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- TEMPORARY IRRIGATED NATIVE GRASS
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS



Scale: 1" = 30'-0"



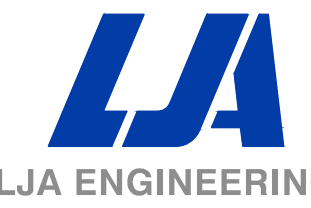
NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
Call before you dig.



PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

09/05/2023

REVISION DATE:

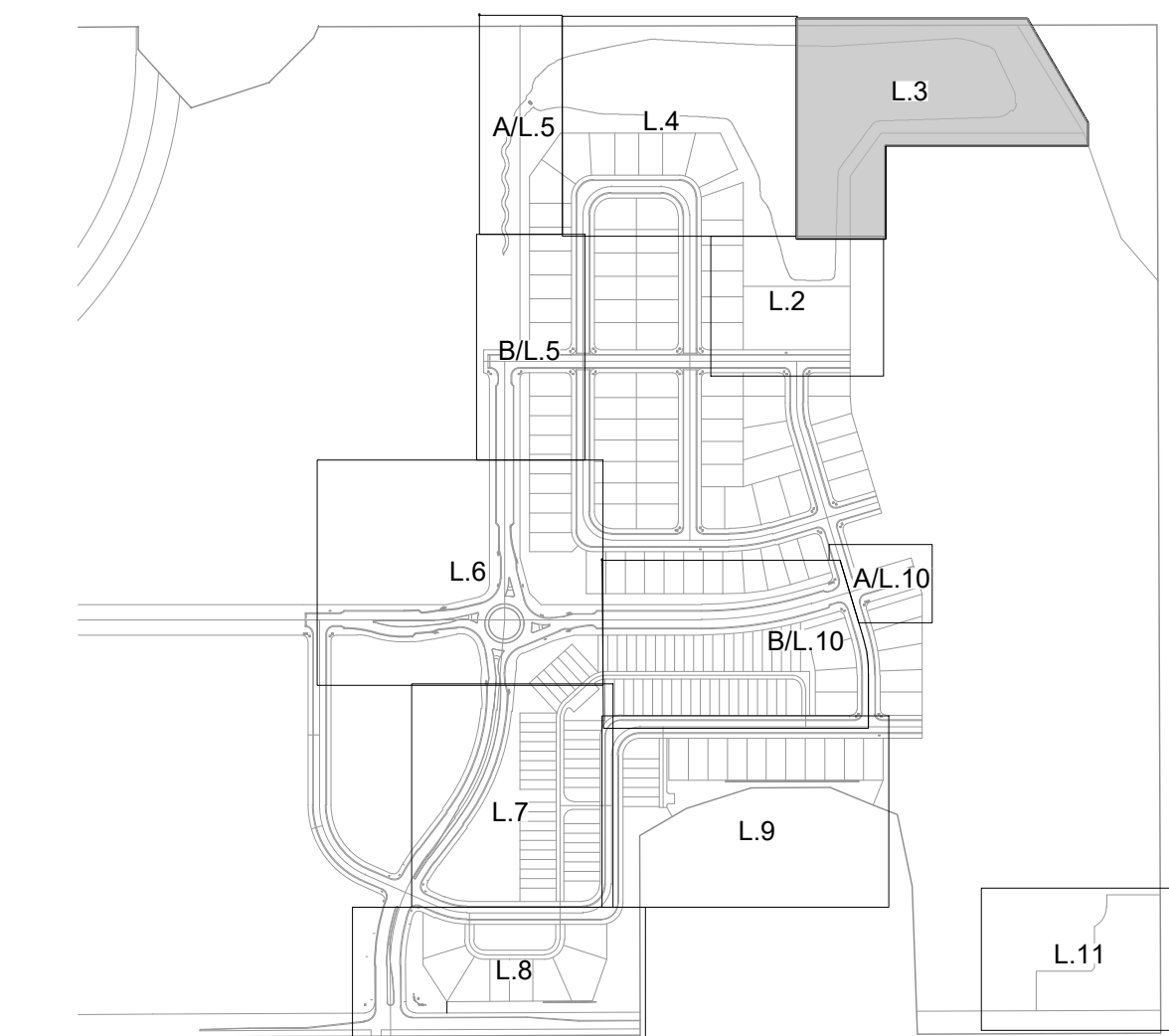
SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.3

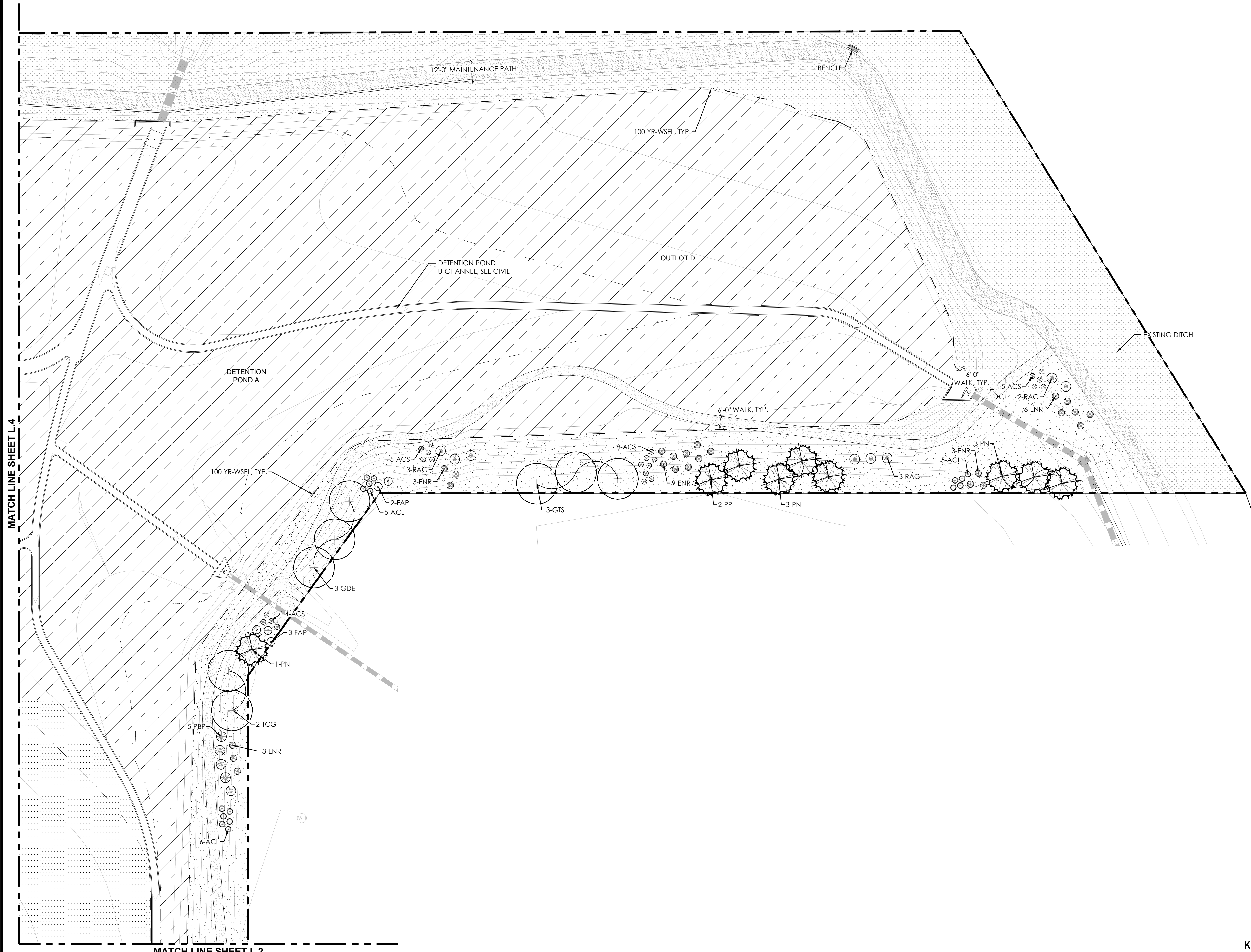
SHEET 14 OF 33



KEY MAP  
SCALE: 1" = 500'

### LEGEND

- DROUGHT TOLERANT SOD
- PERMANENT IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- TEMPORARY IRRIGATED NATIVE GRASS
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS

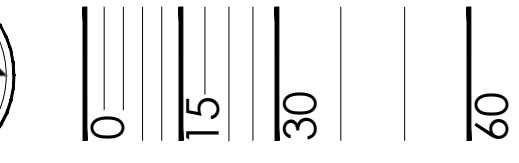


MATCH LINE SHEET L.4

MATCH LINE SHEET L.2



Scale: 1" = 30'-0"



NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP  
SCALE: 1" = 500'

- LEGEND**
- DROUGHT TOLERANT SOD
  - PERMANENT IRRIGATED NATIVE GRASS
  - NON-IRRIGATED NATIVE GRASS
  - TEMPORARY IRRIGATED NATIVE GRASS
  - CRUSHER FINES
  - CONCRETE
  - DECIDUOUS SHADE TREES
  - EVERGREEN TREES
  - ORNAMENTAL TREES
  - SHRUBS



PROJECT NAME

**REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE: 09/05/2023  
REVISION DATE:

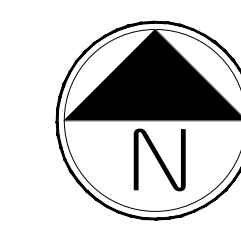
SHEET TITLE

**LANDSCAPE PLANS**

SHEET NUMBER

**L.4**  
SHEET 15 OF 33

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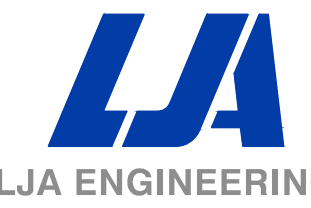




# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

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SUBMITTAL DATE:  
09/05/2023  
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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.6

SHEET 17 OF 33



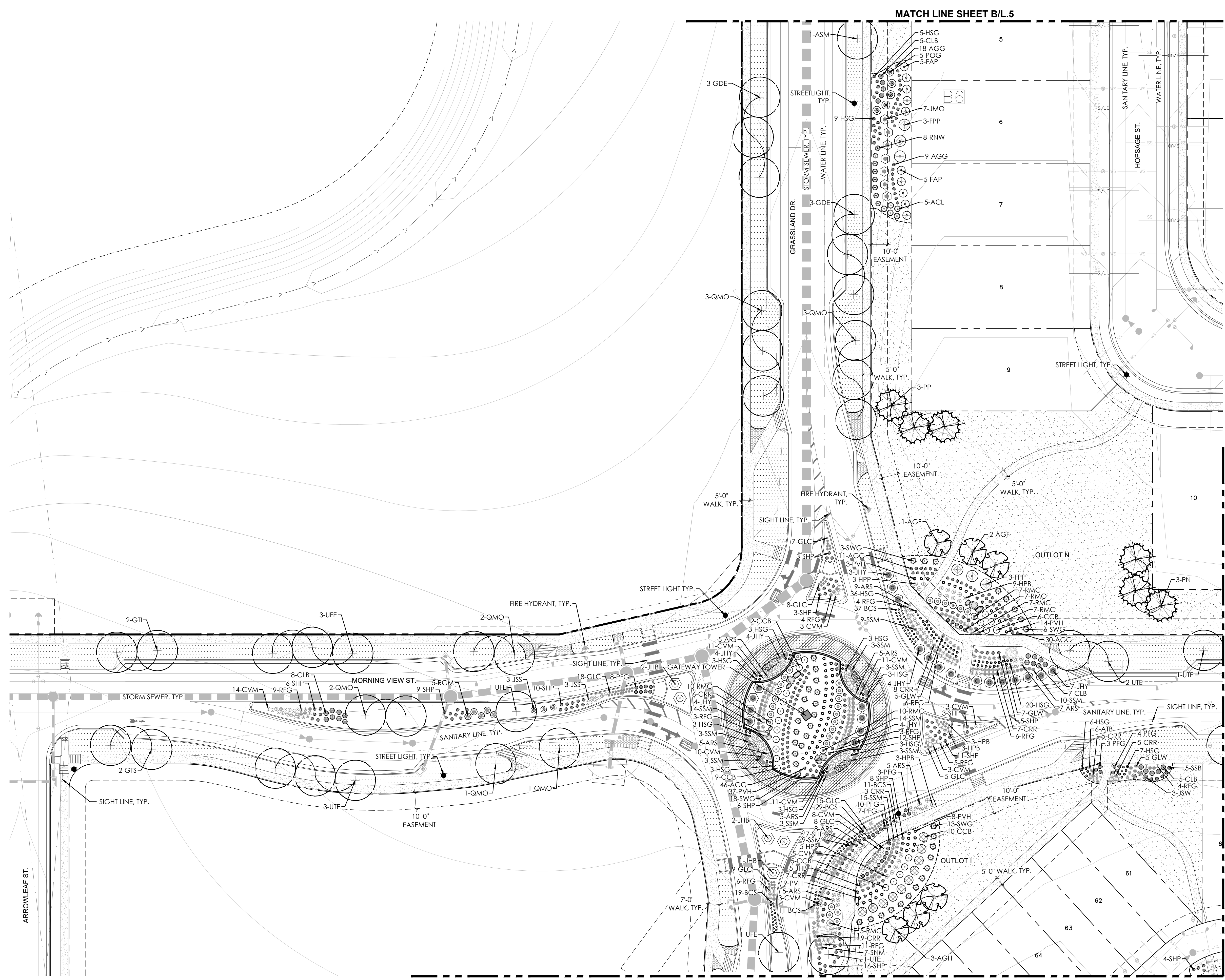
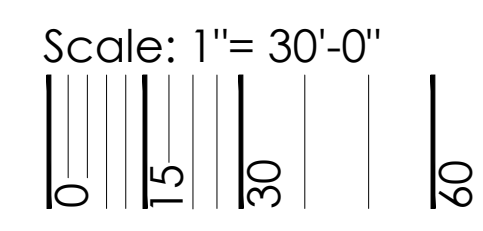
KEY MAP  
SCALE: 1" = 500'

**LEGEND**

- [Pattern] DROUGHT TOLERANT SOD
- [Pattern] PERMANENT IRRIGATED NATIVE GRASS
- [Pattern] NON-IRRIGATED NATIVE GRASS
- [Pattern] TEMPORARY IRRIGATED NATIVE GRASS
- [Pattern] CRUSHER FINES
- [Pattern] CONCRETE
- [Symbol] DECIDUOUS SHADE TREES
- [Symbol] EVERGREEN TREES
- [Symbol] ORNAMENTAL TREES
- [Symbol] SHRUBS



Know what's below.  
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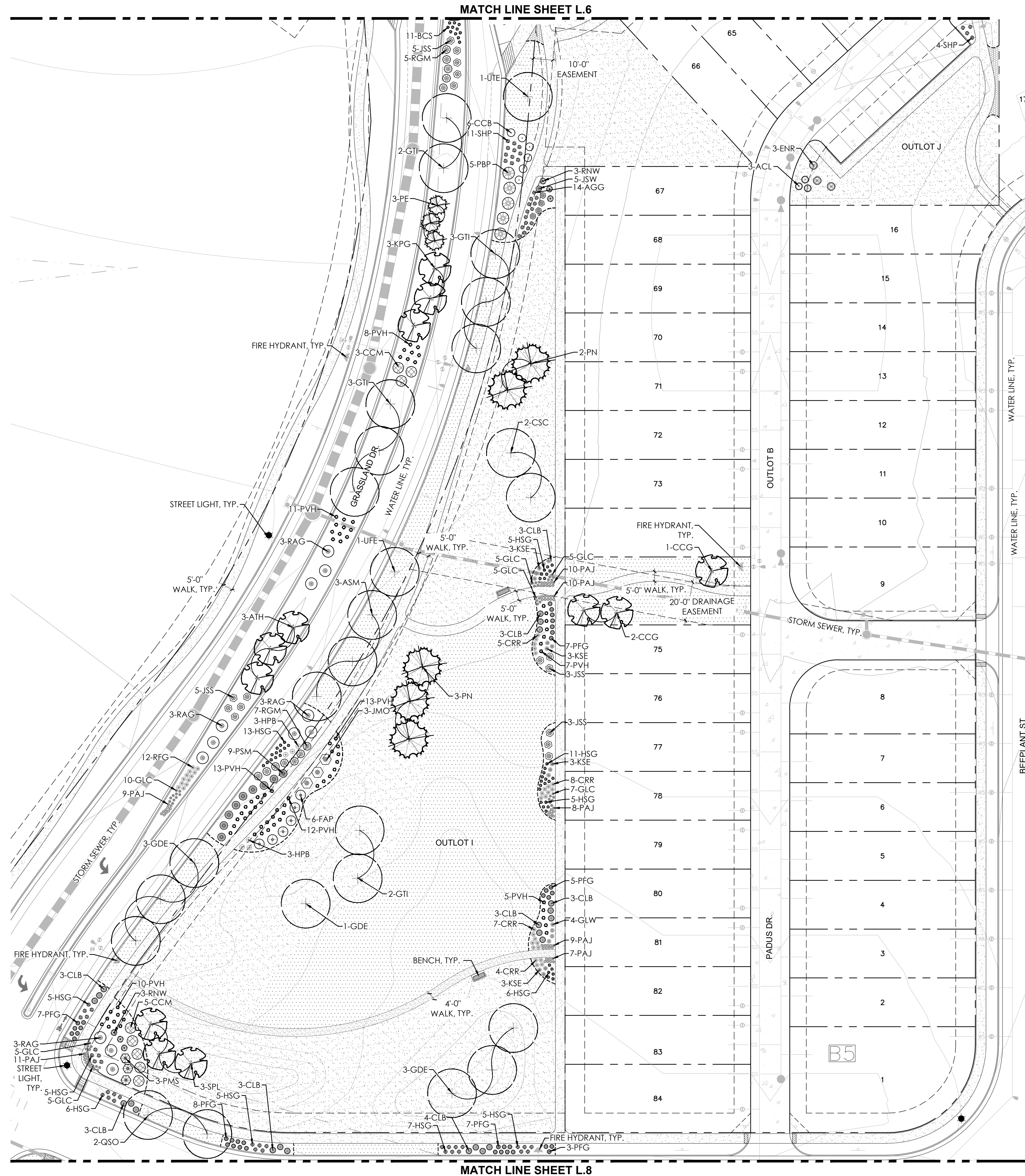


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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP  
SCALE: 1" = 500'

### LEGEND

- DROUGHT TOLERANT SOD
- PERMANENT IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- TEMPORARY IRRIGATED NATIVE GRASS
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS



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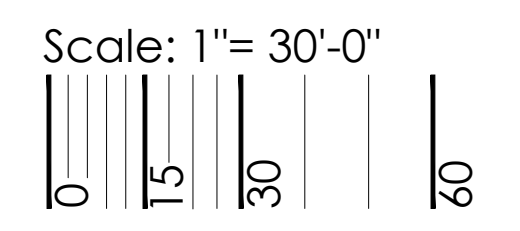
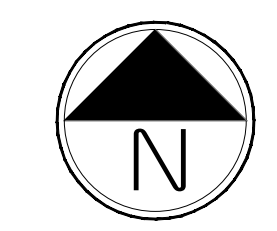
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SHEET NUMBER

**L.7**

SHEET 18 OF 33

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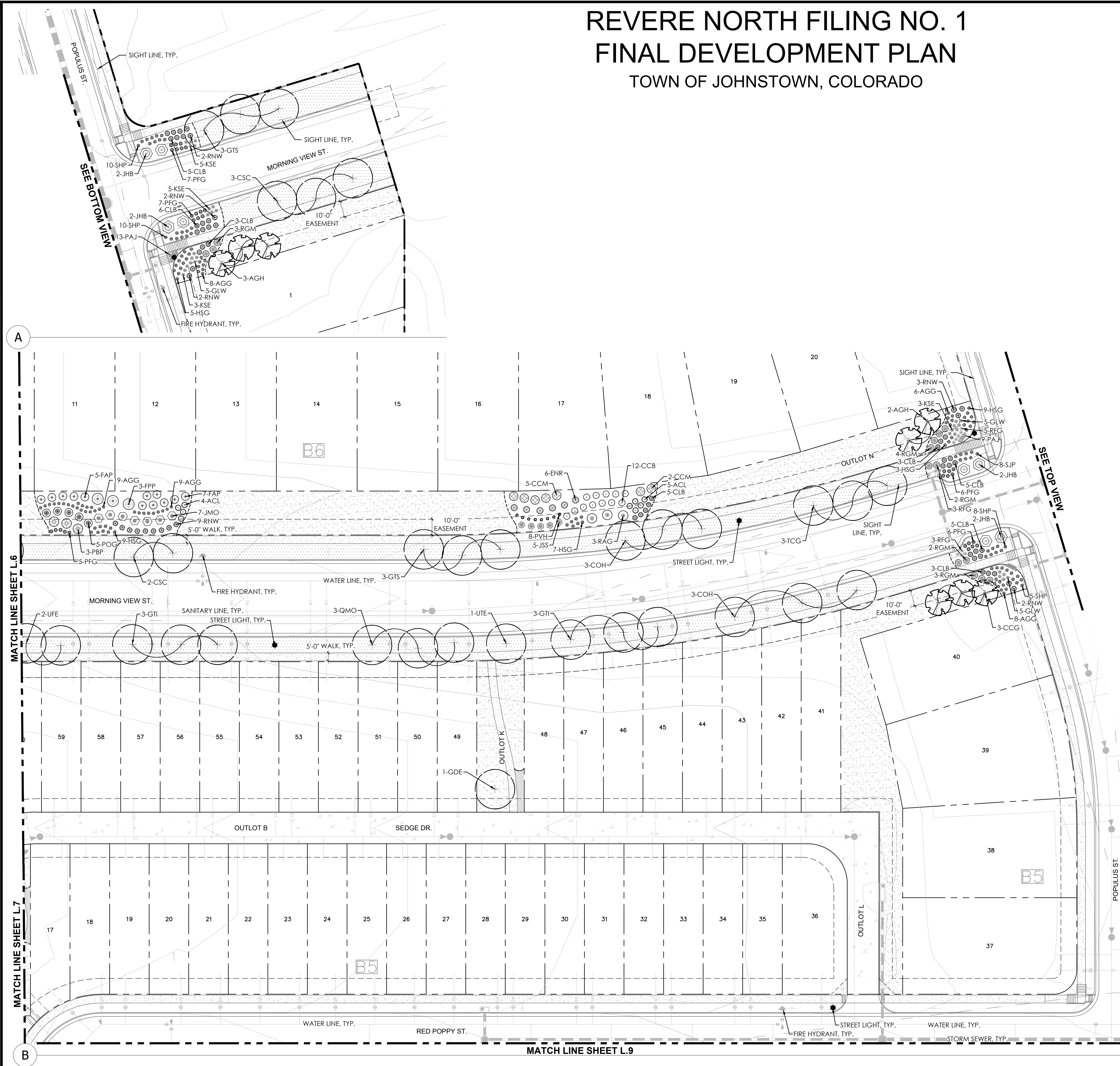








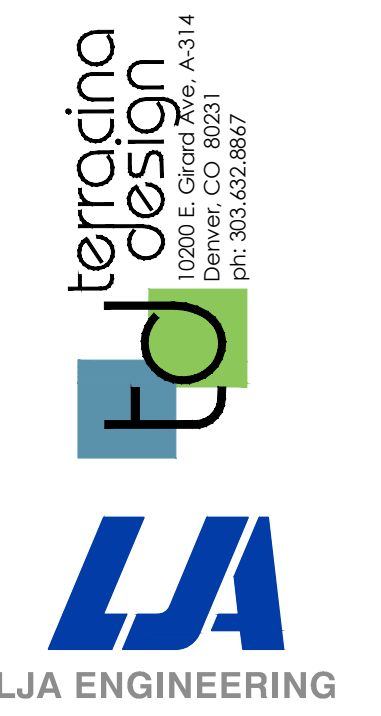
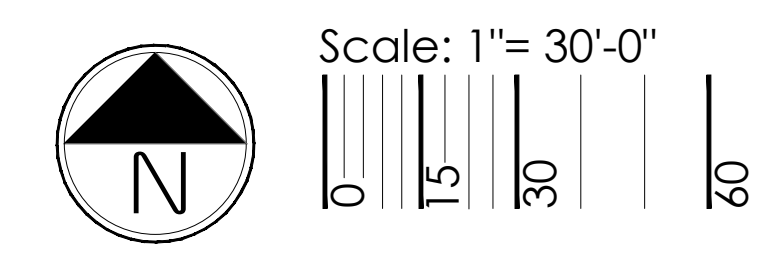
# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP  
SCALE: 1" = 500'

**LEGEND**

- DROUGHT TOLERANT SOD
- PERMANENT IRRIGATED NATIVE GRASS
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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

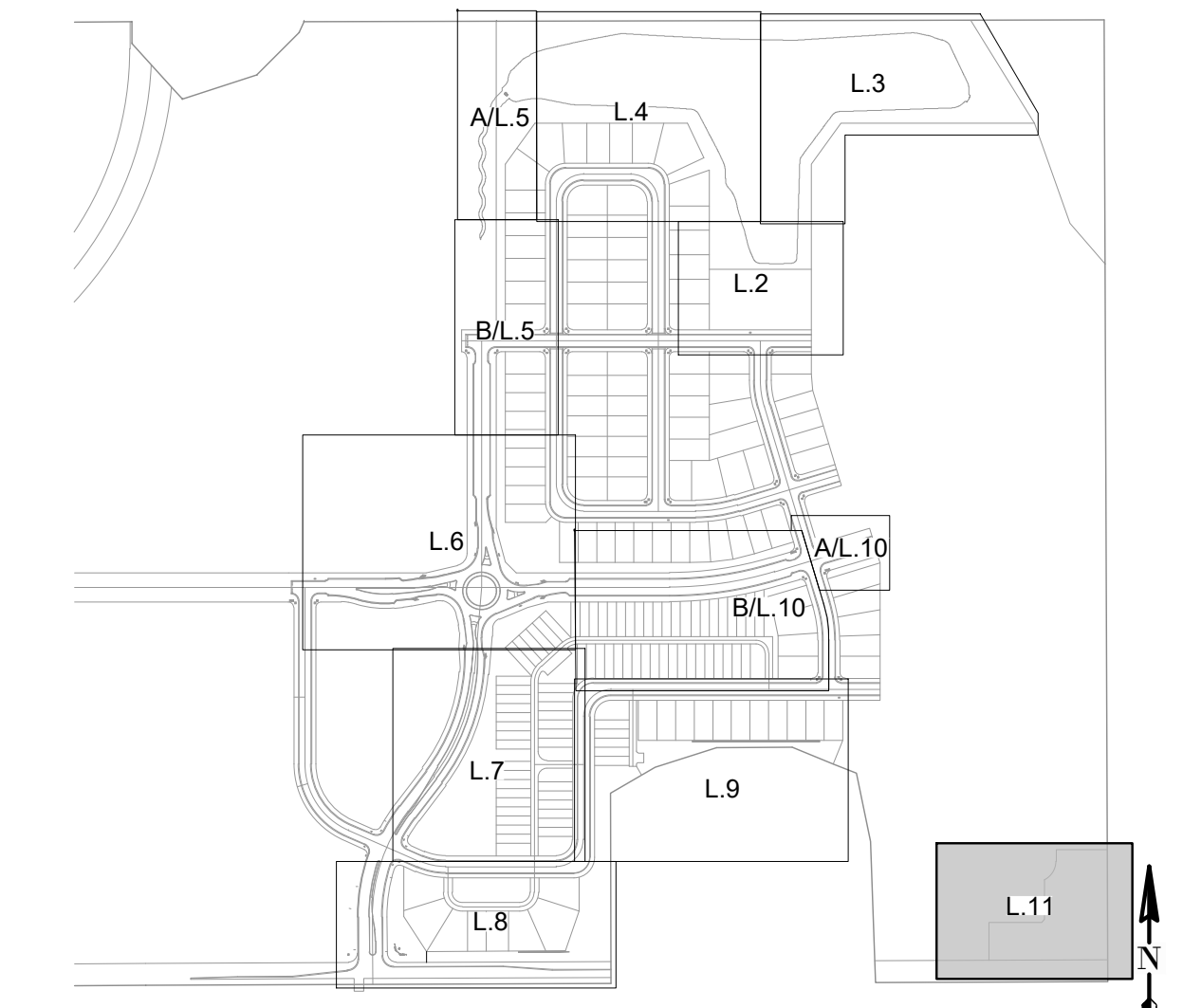
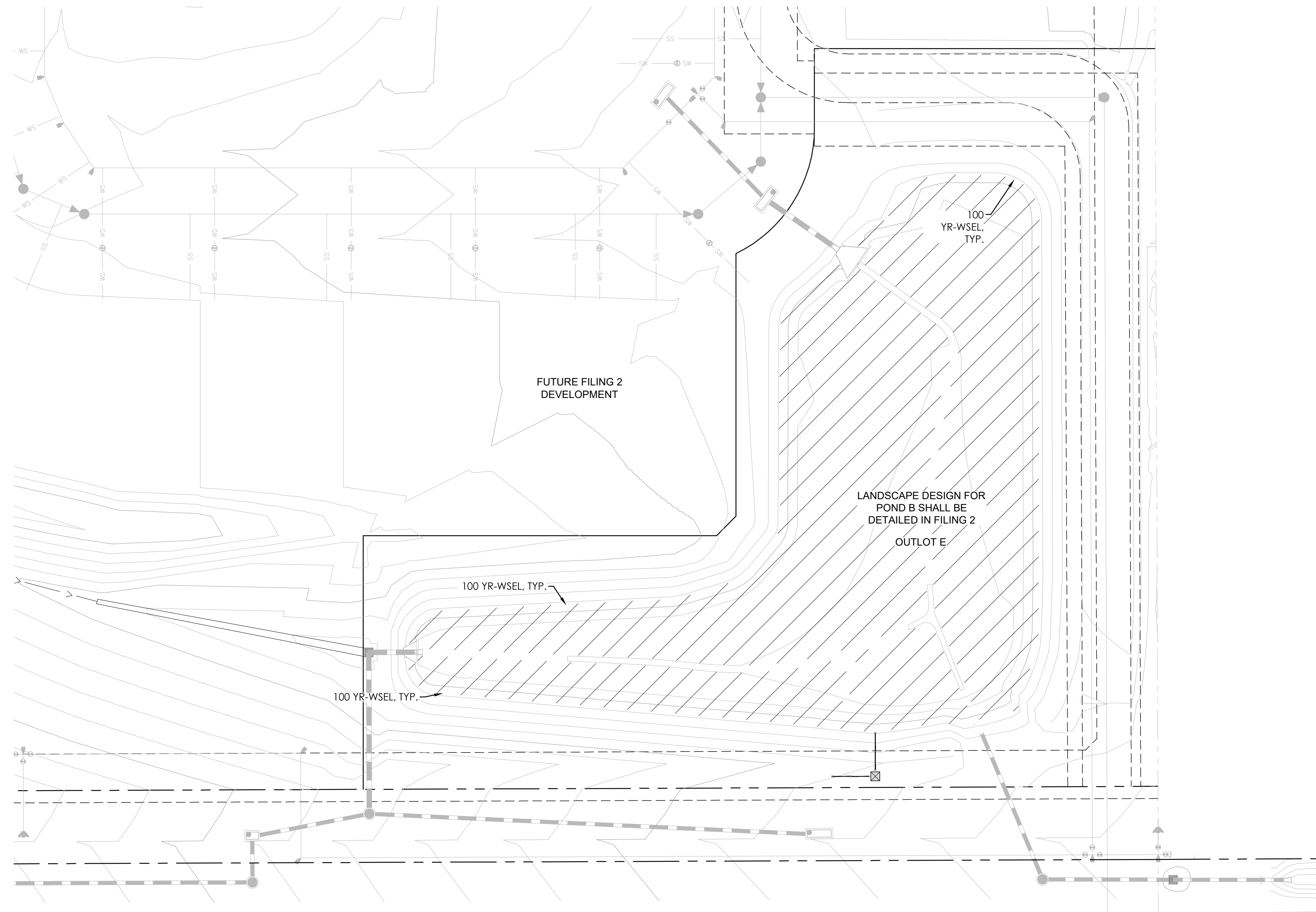
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SHEET 21 OF 33

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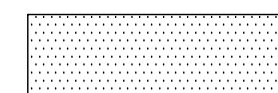
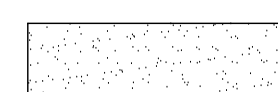


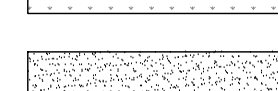
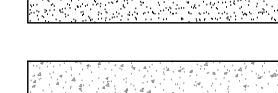






# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP  
SCALE: 1" = 500'

### LEGEND

-  DROUGHT TOLERANT SOD
-  PERMANENT IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  TEMPORARY IRRIGATED NATIVE GRASS
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-  CONCRETE
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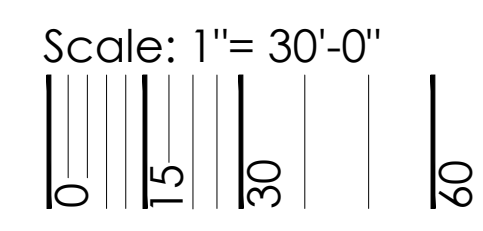
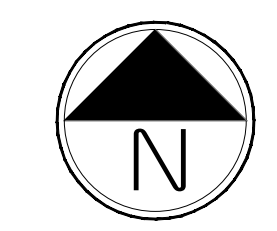
**LANDSCAPE PLANS**

SHEET NUMBER

**L.11**

SHEET 22 OF 33

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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

REVISION DATE:

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L.12

SHEET 23 OF 33

## LANDSCAPE DESIGN INTENT STATEMENT

THE LANDSCAPE DESIGN FOR REVERE NORTH FILING NO. 1 IS INTENDED TO ESTABLISH A UNIQUE SENSE OF PLACE, WHICH REFLECTS THE CHARACTER AND QUALITIES OF THE COLORADO PLAINS. NATIVE AND XERIC PLANT SPECIES HAVE BEEN SELECTED TO FULFILL THIS INTENT. PLANT MATERIAL AND LANDSCAPE FEATURES ARE ARRANGED FOR MAXIMUM VISUAL IMPACT WITH MINIMAL WATER WASTE AND SIMPLE MAINTENANCE.

THE PARK AT REVERE NORTH FILING NO. 1 HAS ACTIVE AND PASSIVE FEATURES TO ACCOMMODATE THE RECREATIONAL NEEDS OF VARIOUS AGE GROUPS. A NATURE PLAY AREA FOR THE YOUNGEST USERS IS ADJACENT TO SHADED SEATING AND MEANDERING WALKS. AN OPEN TURF AREA PROVIDES SPACE FOR INFORMAL SPORTS. TO THE WEST A 1 AC. DOG PARK WILL PROVIDE A RECREATION AREA FOR PET OWNERS.

## LANDSCAPE NOTES

- THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO REVERE NORTH FILING NO. 1. STANDARDS FOR FUTURE FILINGS MAY VARY.
- LOW AND MODERATE WATER-CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
- TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS. NO TREE OR SHRUBS WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLES. DECIDUOUS TREES WITHIN SIGHT TRIANGLES SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS A MINIMUM OF 7' ABOVE THE ADJACENT GRADE.
- PLANT MATERIAL CONDITIONS AND QUANTITIES WILL CONFORM TO THE REQUIREMENTS OF THE GREAT PLAINS VILLAGE ODP, PERFORMANCE STANDARDS, AND DESIGN GUIDELINES. THEY WILL BE REVIEWED IN CONJUNCTION WITH THE FINAL PLATS AND FINAL DEVELOPMENT PLANS.
- DECIDUOUS STREET TREES SHALL NOT BE WITHIN 25' OF STREET LIGHTS.
- ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND AASHTO GUIDELINES.
- NO LANDSCAPING SHALL BE PLANTED THAT IMPAIRS DRAINAGE, INCLUDING SWALES AND DRAINAGE OVERFLOW PATHS.
- SOIL AMENDMENTS SHALL MEET TOWN OF JOHNSTOWN LANDSCAPE REQUIREMENTS.
- NO LANDSCAPING OTHER THAN TURF GRASS SHALL BE INSTALLED WITHIN THREE (3) FEET OF A FIRE HYDRANT, INCLUDING OVERHEAD. THIS RESTRICTION INCLUDES ROCKS, FENCES, TREES, SHRUBS OR OTHER OBJECTS THAT MAY INTERFERE WITH FIREFIGHTER ACCESS TO EFFECTIVELY OPERATE THE FIRE HYDRANT.

## PLANT LIST

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
<b>DECIDUOUS SHADE TREES</b>				
18	ASM	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2" CAL
25	COH	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2" CAL
18	CSC	CATALPA SPECIOSA	CATALPA, WESTERN	2" CAL
25	GDE	GYMNOCALADUS DIOCIUS	KENTUCKY COFFEETREE	2" CAL
27	GTI	GLEDITSIA TRIACANTHOS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2" CAL
26	GTS	GLEDITSIA TRIACANTHOS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2" CAL
23	QMO	QUERCUS MACROCARPA	OAK, BUR	2" CAL
13	QSO	QUERCUS SHUMARDII	OAK, SHUMARD	2" CAL
18	TCG	TILLIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2" CAL
13	UFE	ULMUS 'FRONTIER'	ELM, FRONTIER	2" CAL
15	UTE	ULMUS X TRIUMPH	ELM, TRIUMPH	2" CAL
<b>ORNAMENTAL TREES</b>				
17	AGF	ACER GINNALA 'FLAME'	MAPLE, AMUR OR GINNALA FLAME	6'-8" HT MULTI
19	AGH	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	6'-8" HT MULTI
15	ATH	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	6'-8" HT MULTI
16	CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8" HT MULTI
13	KPG	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5" CAL
18	PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	1.5" CAL
3	SPL	SYRINGA PEKINENSIS	LILAC, PEKING	1.5" CAL
<b>EVERGREEN TREES</b>				
33	PE	PINUS EDULIS	PINE, PINON	6'-8" HT
8	PFV	PINUS FLEXILIS, 'VANDERWOLF'S PYRIMID'	PINE, LUMBER 'VANDERWOLF'S PYRIMID'	6'-8" HT
44	PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8" HT
27	PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8" HT
<b>EVERGREEN SHRUBS</b>				
18	JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	#5 CONT.
19	JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
49	JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
21	JSW	JUNIPERUS SCOPULARUM 'WOODWARD'	JUNIPER, WOODWARD ROCKY MOUNTAIN	#5 CONT.
9	PMS	PINUS MUGO 'SLOWMOUND'	PINE, MUGO SLOWMOUND	#5 CONT.
<b>DECIDUOUS SHRUBS</b>				
98	ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
63	ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
38	CCM	COTINUS COGGYGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
56	CCB	CHRYSOETHAMNUS NAUSEOSUS 'ALBICAULIS'	SPIREA, BLUE MIST	#5 CONT.
118	CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
83	ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
110	FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
15	FPP	FORESTERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
54	PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRY	#5 CONT.
194	PFG	POTENTILLA FRUITICOSA 'GOLDSTAR'	POTENTILLA, GOLD STAR	#5 CONT.
13	POG	PHYSOCARPUS OPIFOLIUS 'DARTS GOLD'	NINEBARK, DARTS GOLD	#5 CONT.
14	PSM	PHILADELPHUS X 'SNOWBELLE'	MOCKORANGE, SNOWBELLE	#5 CONT.
54	RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DWARF FRAGRANT	#5 CONT.
47	RGM	RIBES ALPINUM 'GREENMOUND'	CURRENT, GREEN MOUND	#5 CONT.
32	RMC	ROSA 'MEIPETA'	ROSE, FUCHSIA MEDILAND	#5 CONT.
59	RNW	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
<b>ORNAMENTAL GRASSES</b>				
210	AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
107	BCS	BOUTELOUA CURTIPENDULA	SIDEOATS GRAMA GRASS	#1 CONT.
176	HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
184	PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
448	SHP	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPS EED	#1 CONT.
16	SSB	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
55	SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
<b>PERENNIALS</b>				
65	ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
5	ATB	ASCLEPIAS TUBEROSA	BUTTERFLY WEED	F15
139	CRR	CENTRANTHUS RUBER	RED VALERIAN	F15
190	GLC	GAURA LINDHEIMERI 'CRIMSON'	WHIRLING BUTTERFLIES 'CRIMSON'	F15
58	GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
55	HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
45	KSE	KNIPHOFIA 'STARK'S EARLY HYBRIDS'	TORCHLILY, RED	#1 CONT.
126	RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
161	PAJ	PERSICARIA AFFINIS	HIMALAYAN BORDER JEWEL	F15

## PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
<b>GRASSES</b>		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRIUM SCOPARIUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*
<b>TOTAL:12</b>		

## PBSI LOW GROW SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
<b>GRASSES</b>		
7.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
6.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
5	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
3.75	JUNUCUS BALTICUS	BALTIC RUSH, NATIVE*
2.5	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
<b>TOTAL:25</b>		

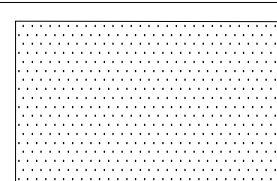
\*ALWAYS INCLUDE THESE KEY SPECIES, MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX  
\*\*1/4 LBS MIN. PER SPECIES ORDER

## SEED MIX AVAILABLE THROUGH:

PAWNEE BUTTES SEED, INC.  
605 25TH ST.  
GREELEY, COLORADO 80631  
(970) 356-7002

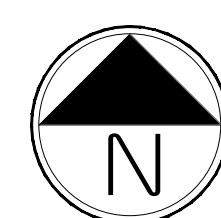
## TURF

RTF SOD OR APPROVED EQUAL

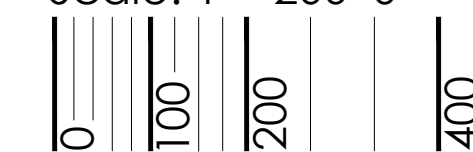


## LEGEND

- ARTERIAL BUFFER
- ARTERIAL ROW
- COLLECTOR ROW
- PRIVATELY OWNED & OPERATED LAND
- DETENTION AREA



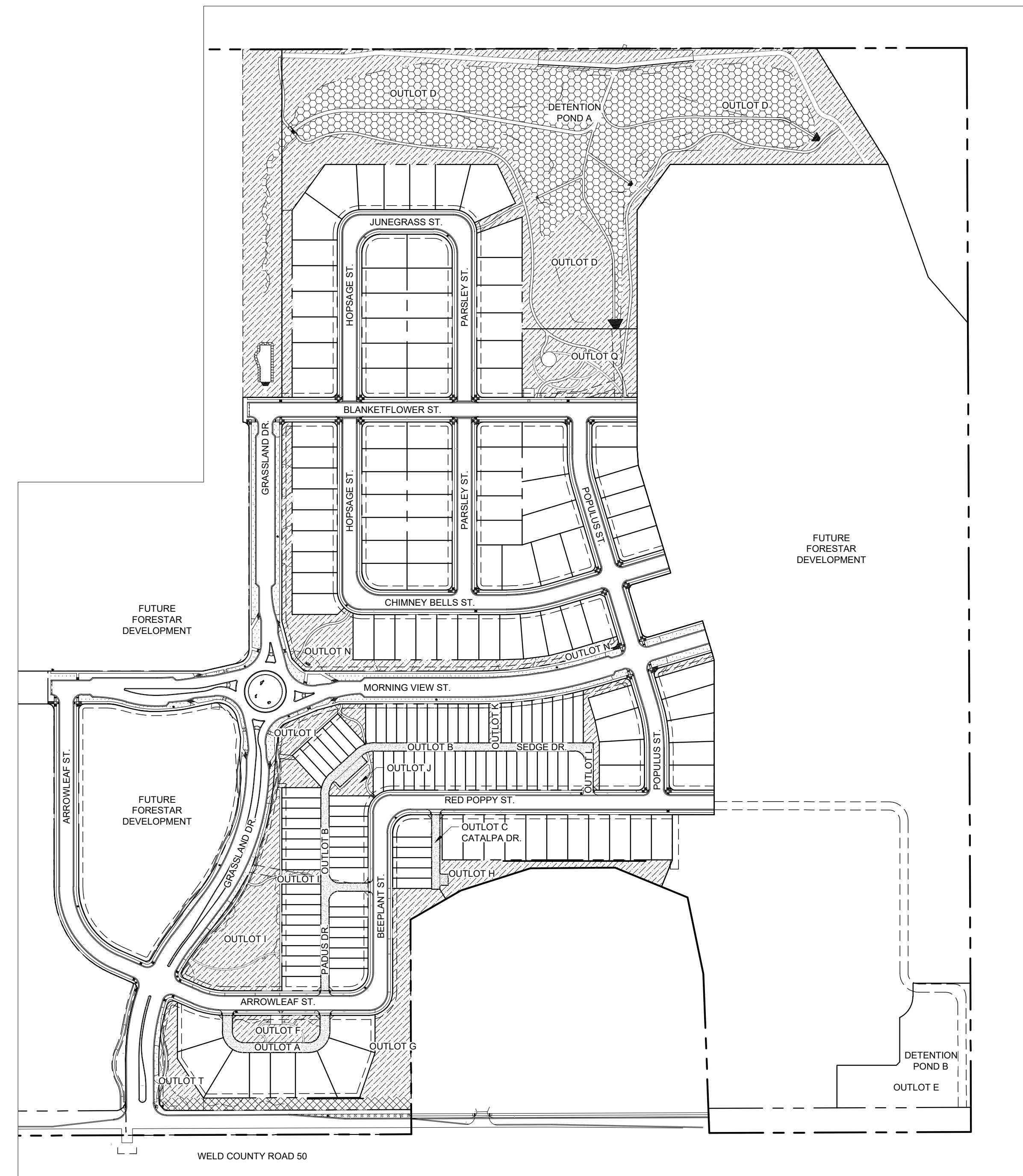
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## LANDSCAPE AREA TABLE

	Length (LF)	Area (SF)	Trees Required	Shrubs Required	Trees Proposed	Shrubs Proposed
<b>Arterial Buffer</b>						
1 tree + 5 Shrubs per 2000 square feet		18,632	10	47	13	70
<b>Arterial ROW</b>						
1 tree + 5 Shrubs per 1000 square feet		2,287	3	12	8	37
<b>Collector ROW</b>						
1 tree per 50 linear ft. and 1 shrub per 2000 square feet	3,461	52,652	70	27	109	278
<b>Privately Owned and Operated Land</b>						
1 tree + 5 shrubs for every 4500 square feet		314,820	70	350	277	556
<b>Detention Areas</b>						
1 tree + 5 shrubs for every 100 linear feet of perimeter	4,255		43	213	47	223

## LANDSCAPE AREA MAP



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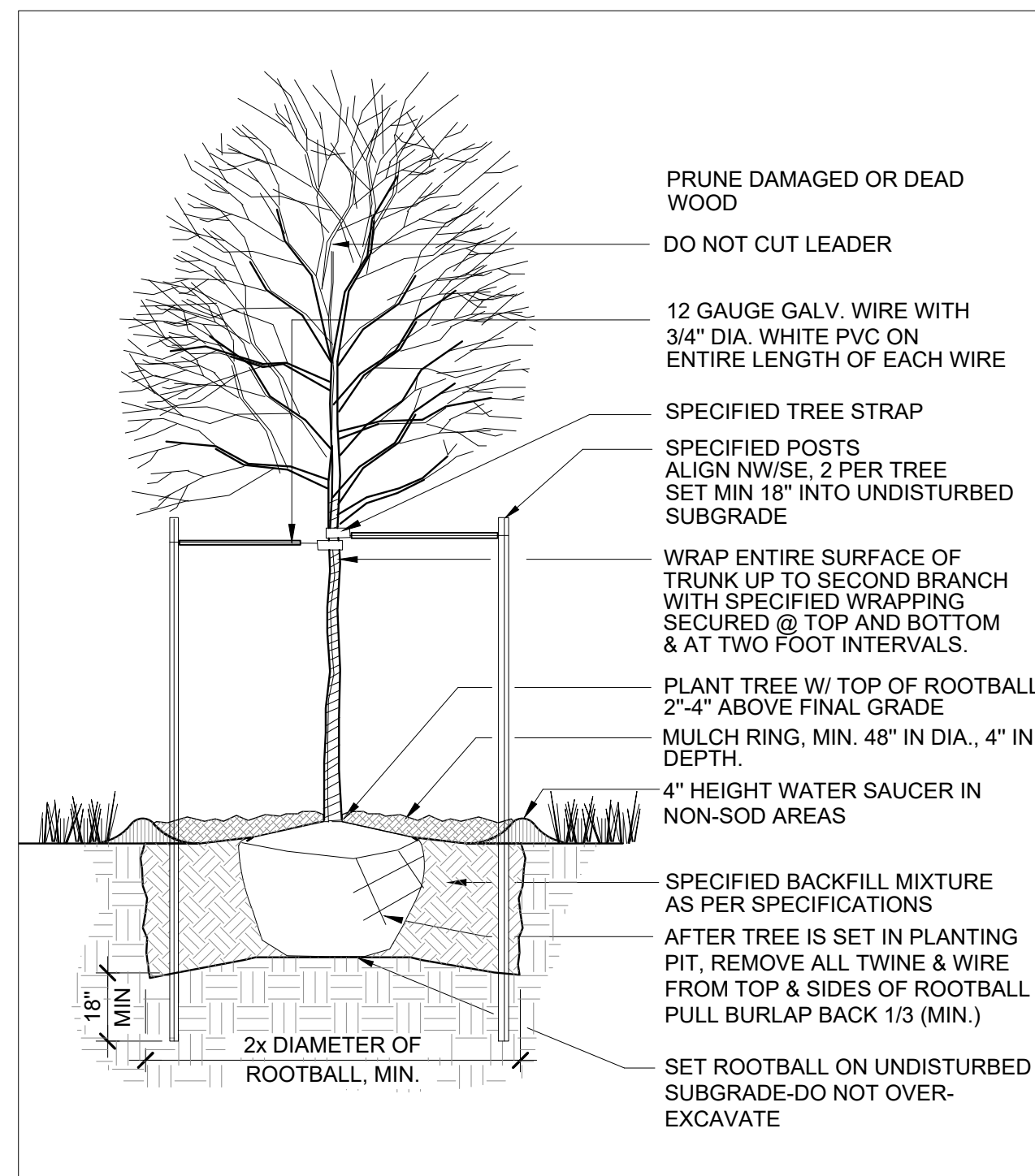
SHEET TITLE

LANDSCAPE DETAILS

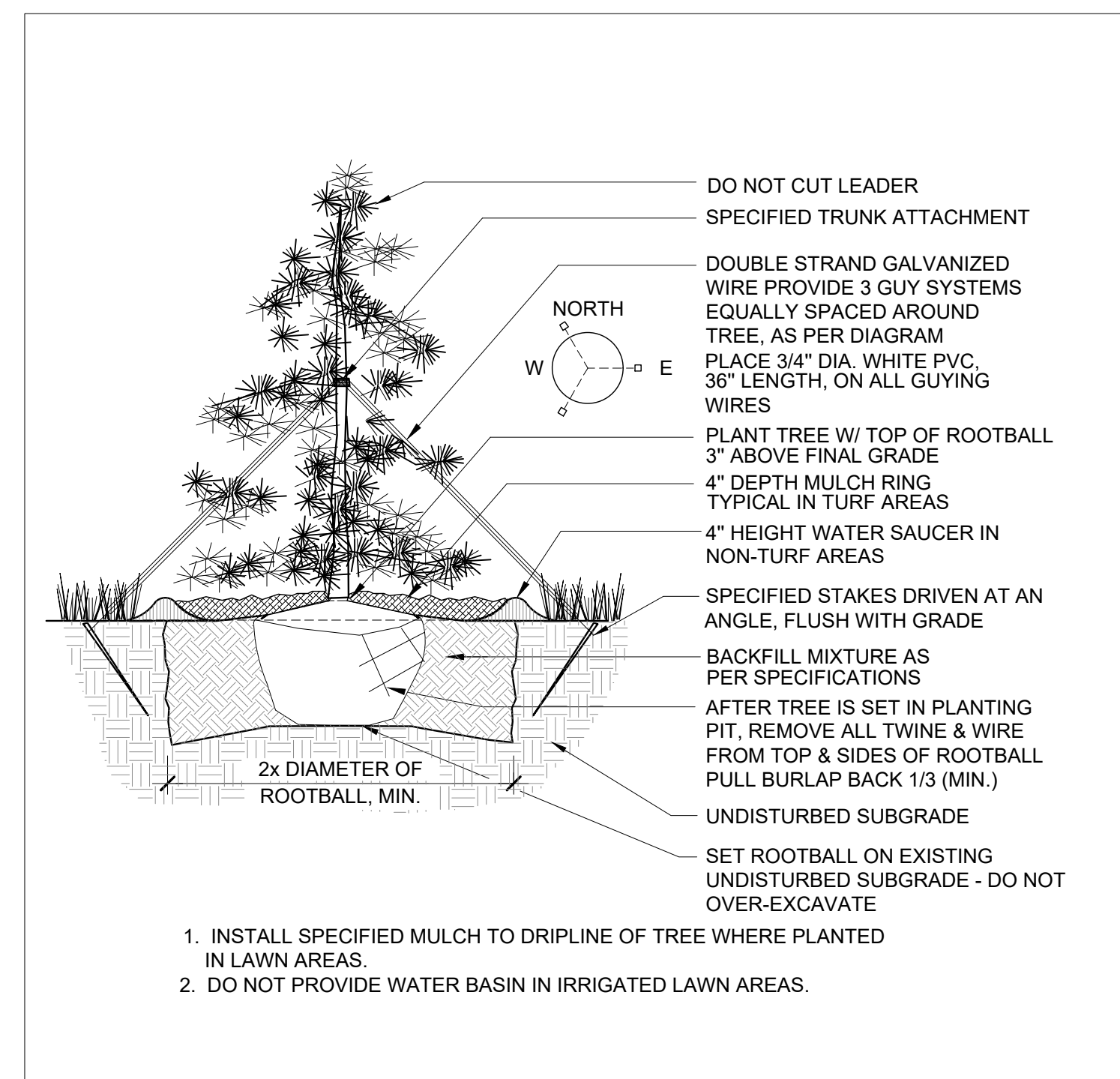
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L.13

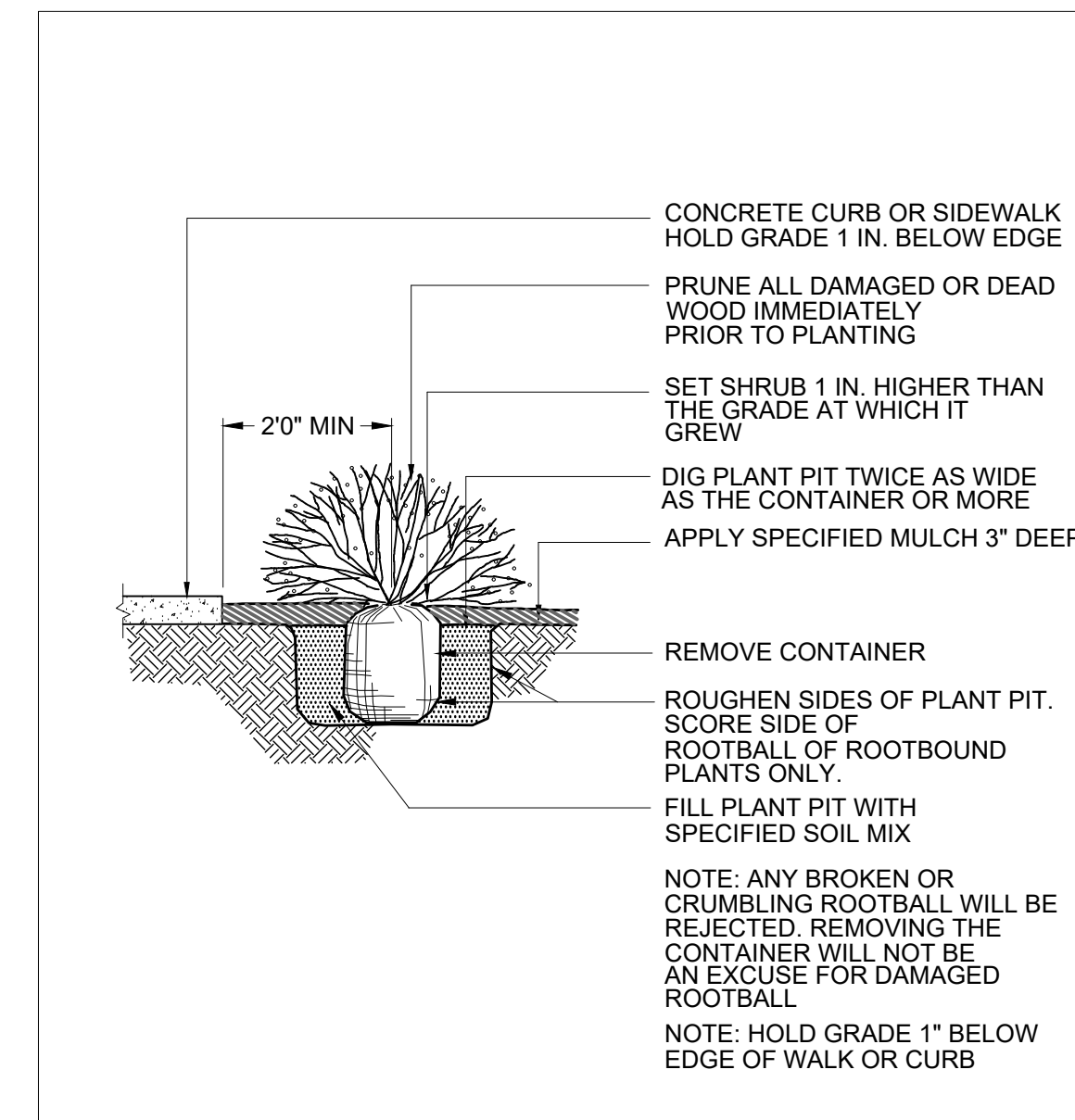
SHEET 24 OF 33



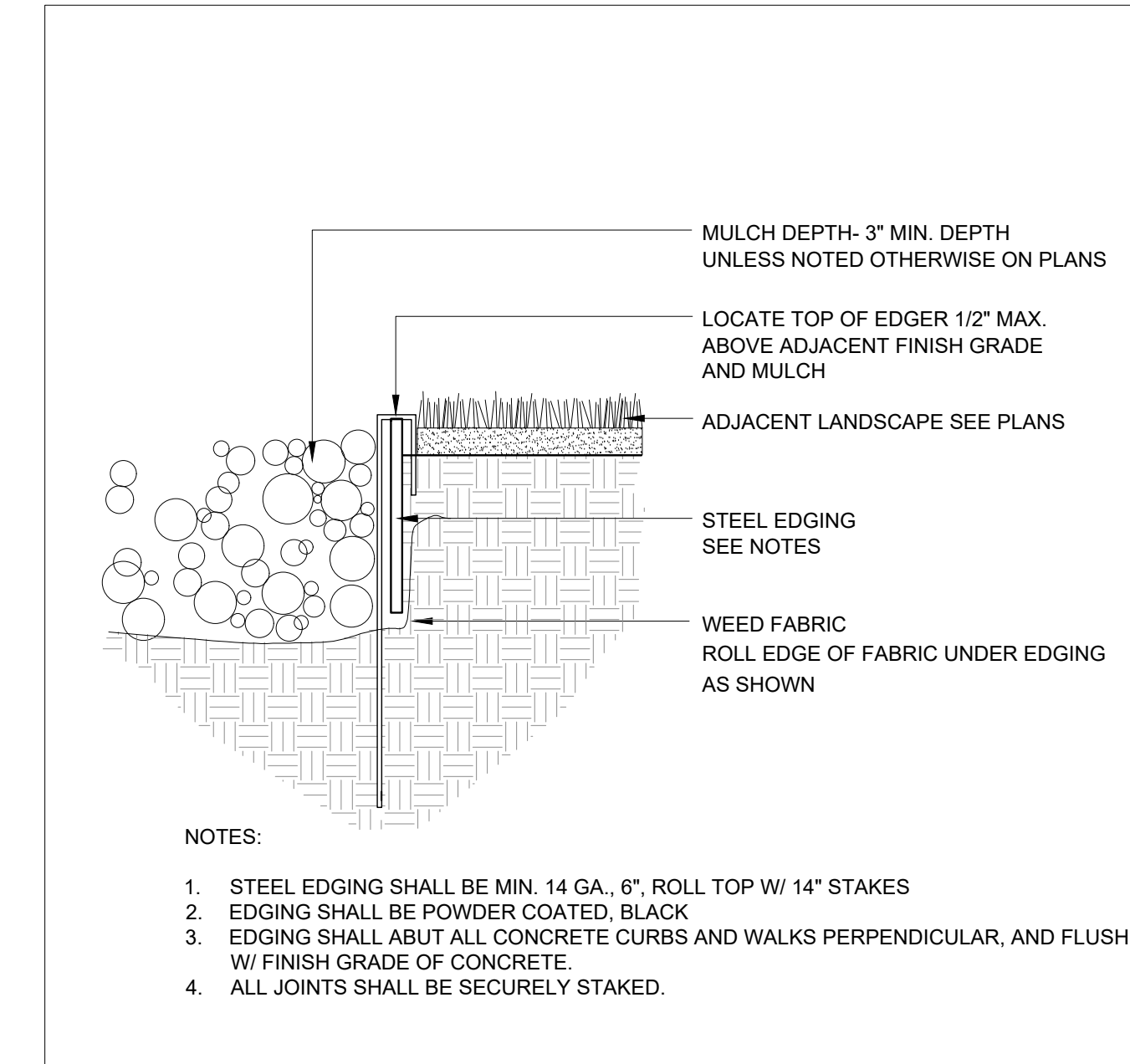
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NTS



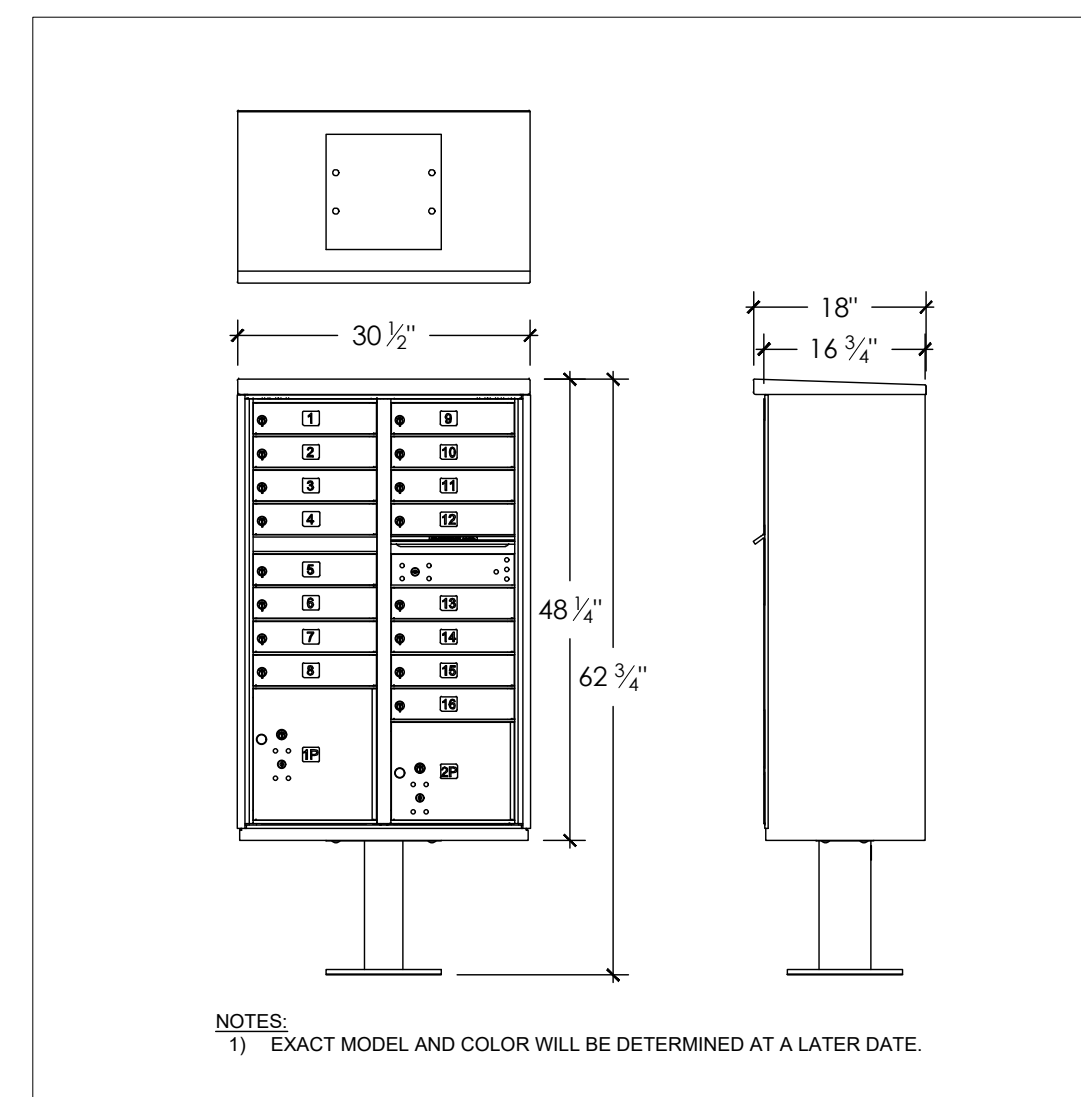
2 EVERGREEN TREE PLANTING  
NTS



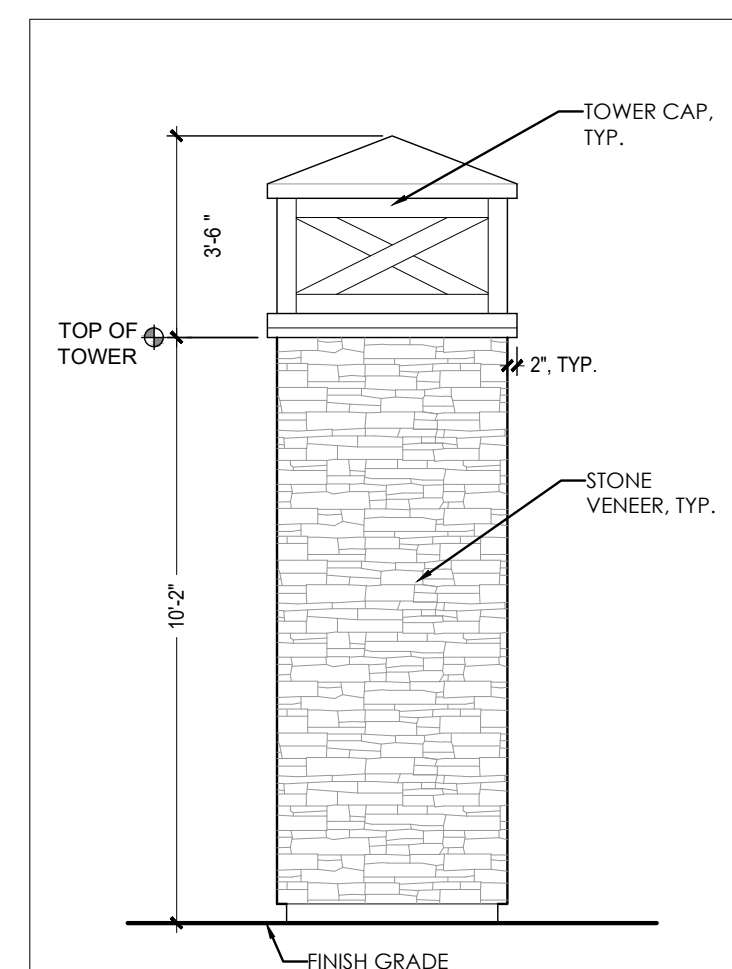
3 TYPICAL SHRUB PLANTING  
NTS



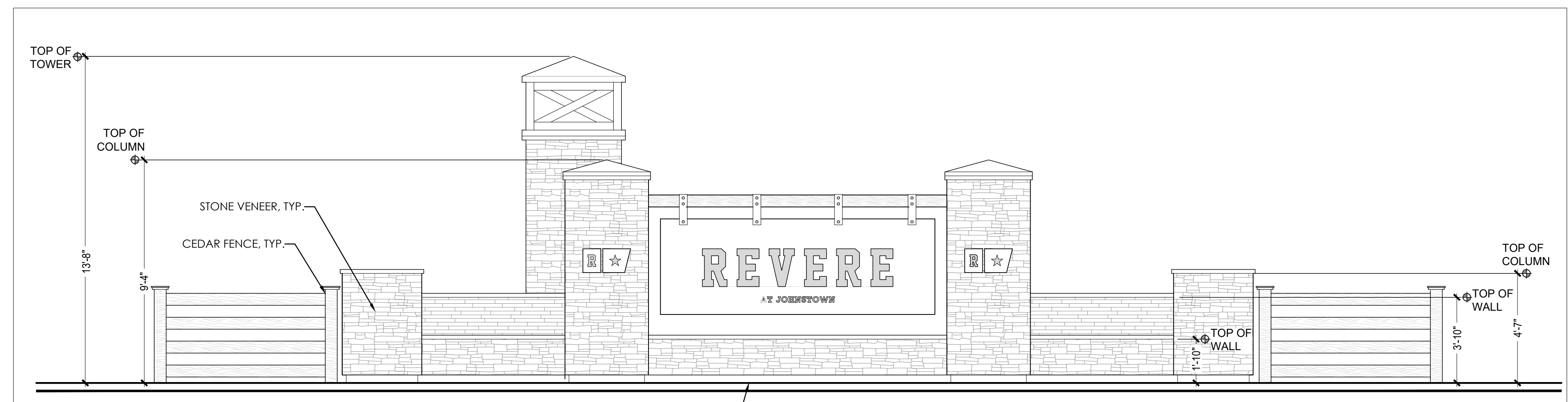
4 STEEL EDGER  
NTS



5 MAIL KIOSK  
NTS



6 GATEWAY TOWER  
NTS \*PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)



7 GATEWAY MONUMENT  
NTS \*PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)

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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTE:  
IMAGES ARE CONCEPTUAL AND SUBJECT TO CHANGE. FINAL DESIGN WILL BE  
PROVIDED AT THE TIME OF FINAL DEVELOPMENT PLAN.



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PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

LANDSCAPE DETAILS

SHEET NUMBER

L.14

SHEET 25 OF 33



Know what's below.  
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NOT FOR CONSTRUCTION



1 MAIL KIOSK/ SHADE STRUCTURE  
NTS



2 BRIDGE  
NTS



3 BALANCE LOG  
NTS



4 STEPPING STUMPS  
NTS



5 TUNNEL CRAWL  
NTS



6 BIGGO SWING  
NTS



7 TREE CAVERN  
NTS



8 STEPPING STONE & STUMP  
NTS



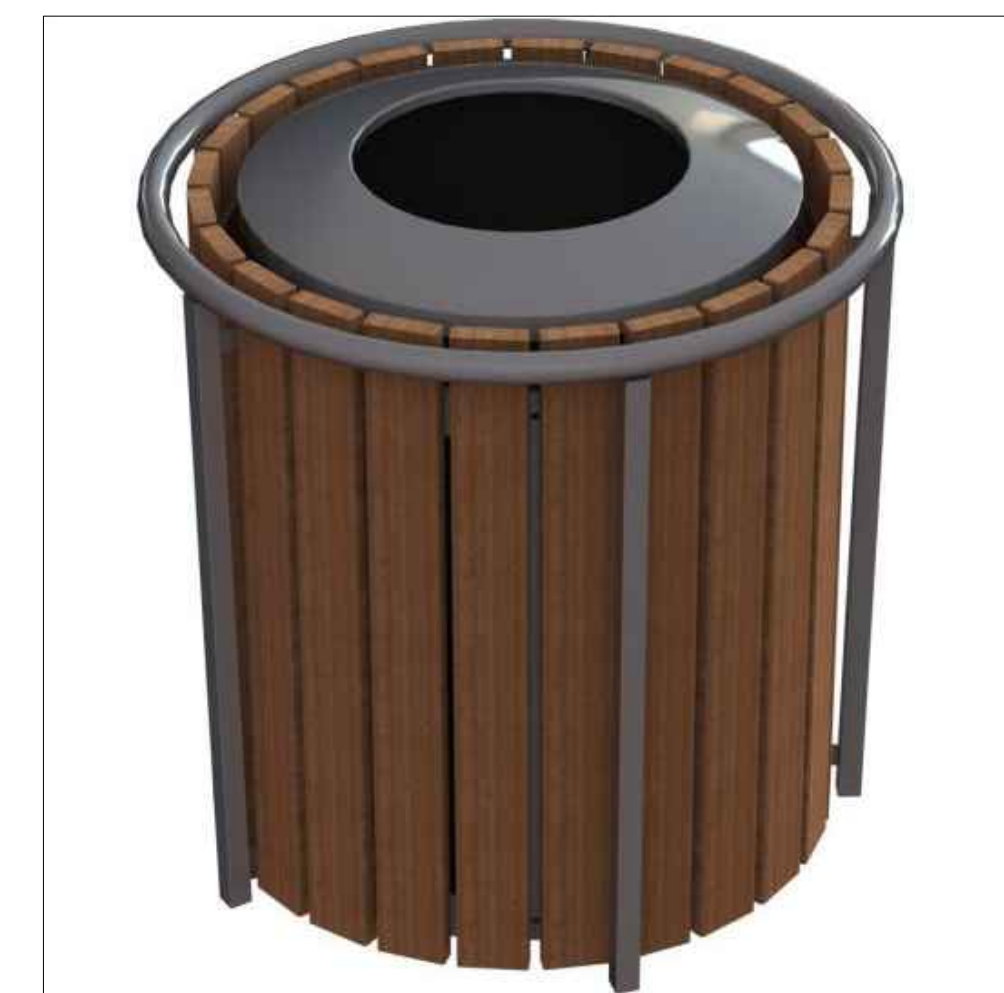
9 TABLE  
NTS



10 BENCH  
NTS



11 CHAIR  
NTS



12 TRASH RECEPTACLE  
NTS

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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

**REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

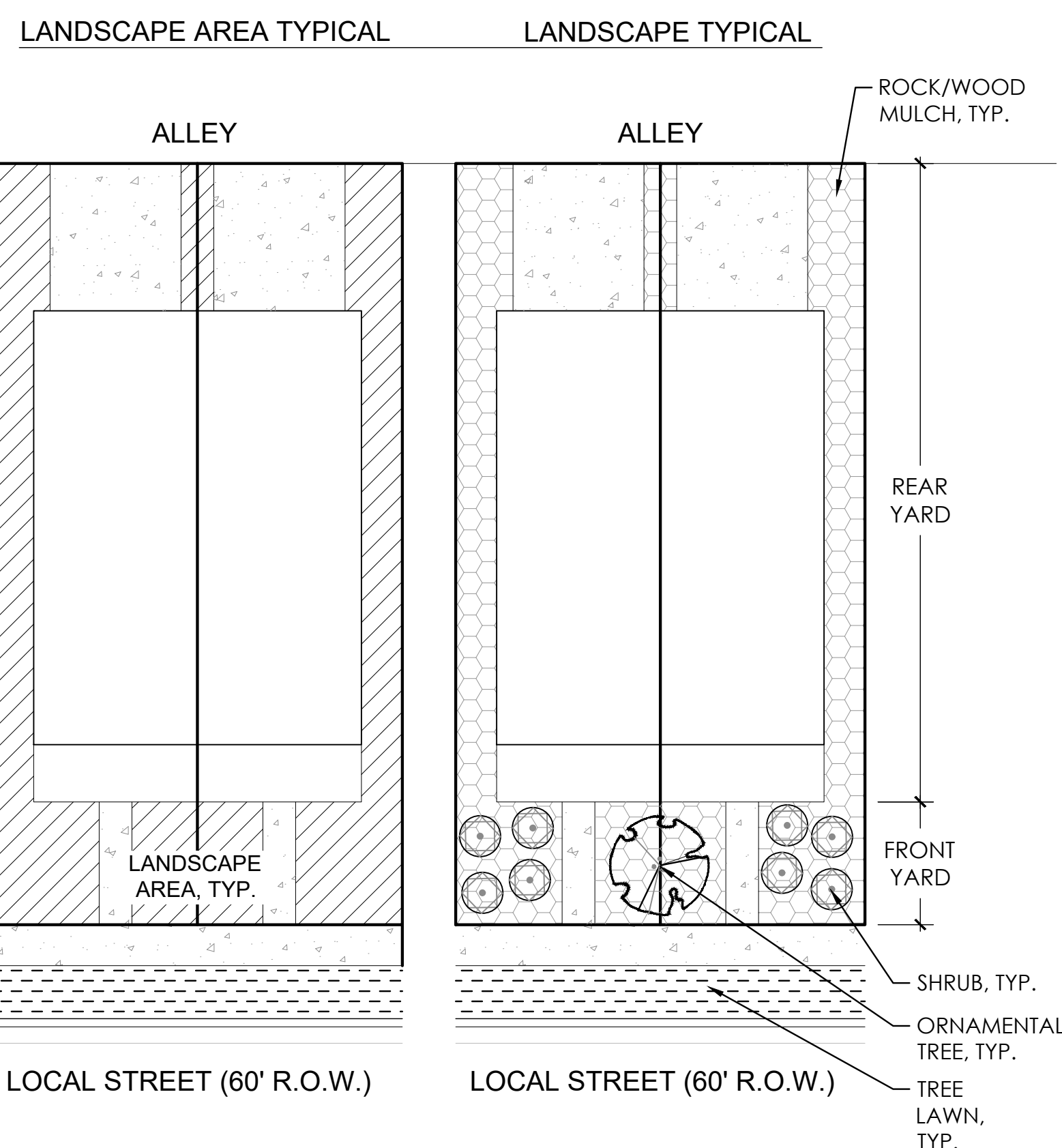
**LOT TYPICALS  
(LANDSCAPE)**

SHEET NUMBER

**L.15**

SHEET 26 OF 33

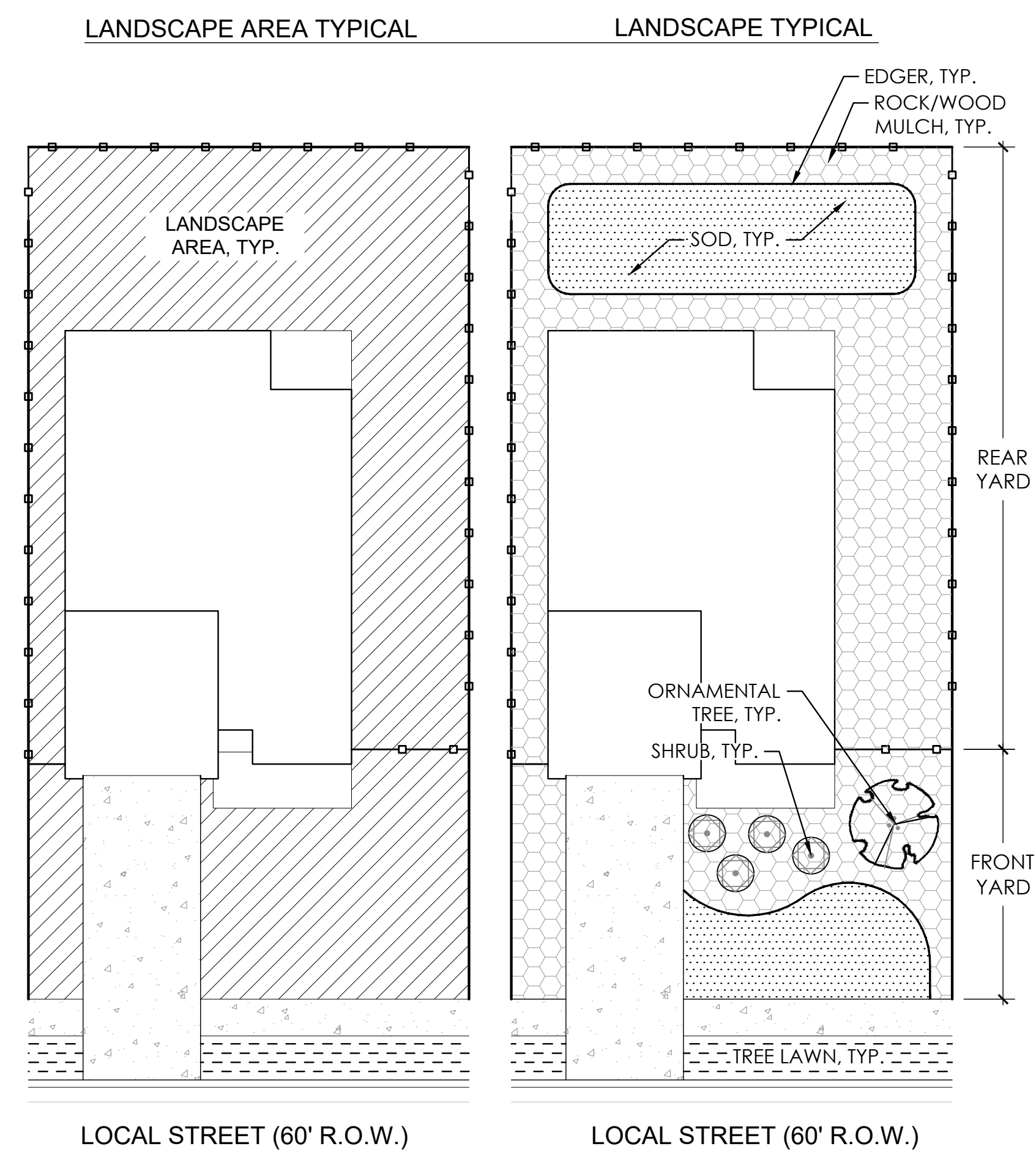
## ALLEY LOAD SINGLE-FAMILY ATTACHED LOTS



### SINGLE FAMILY ATTACHED LOT LANDSCAPE STANDARDS

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED ON EVERY LOT.
2. AT LEAST ONE (1) TREE OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED FOR EACH SINGLE FAMILY ATTACHED BUILDING IN THE FRONT YARD.
3. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
4. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.

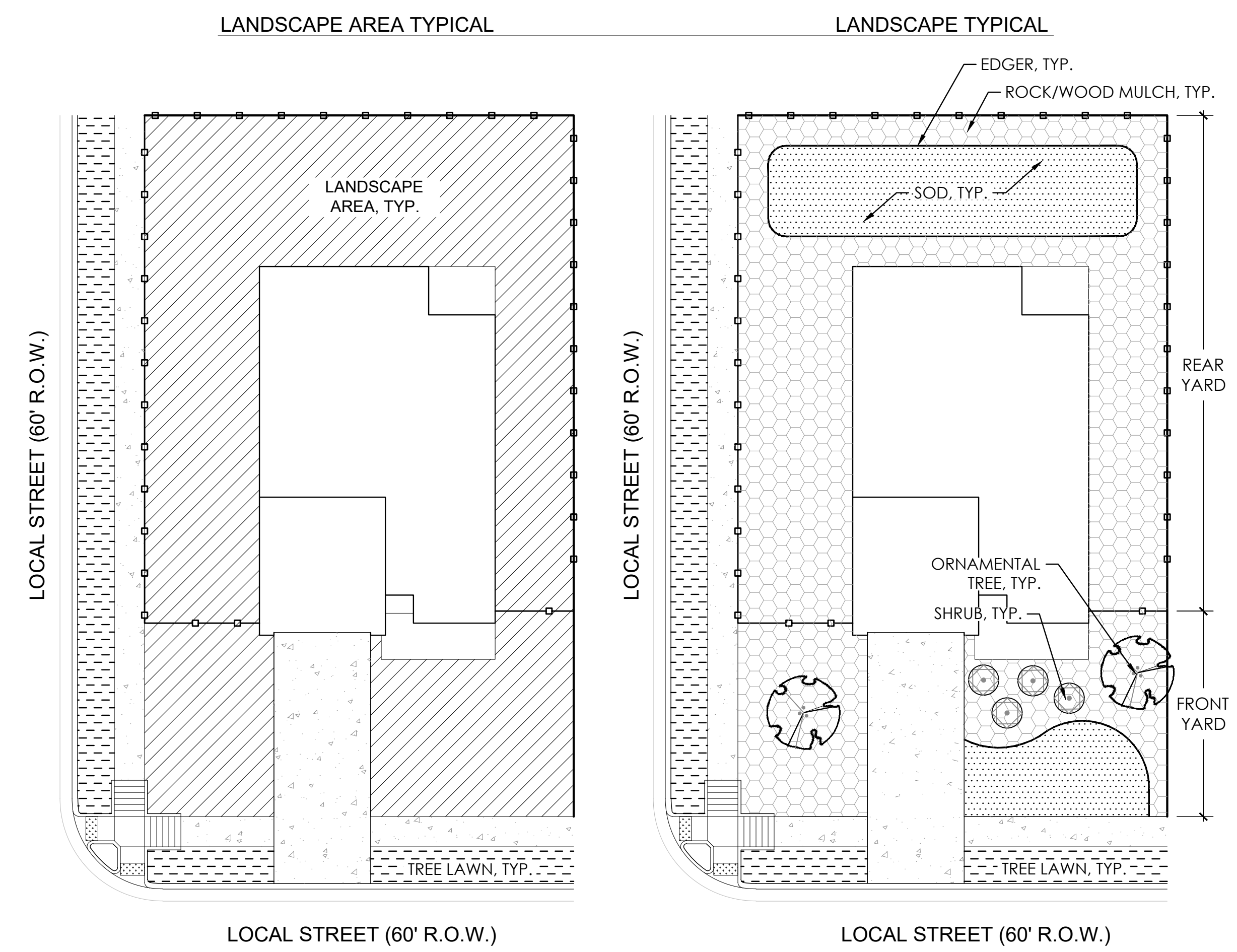
## SINGLE-FAMILY DETACHED INTERIOR LOTS



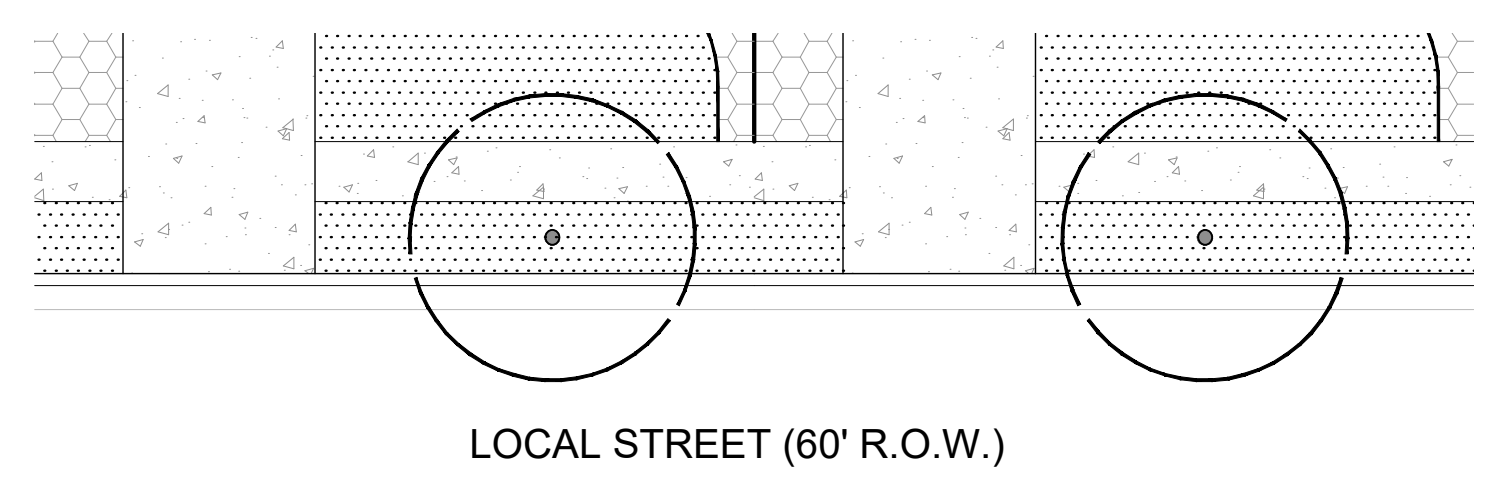
### SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE IN THE INTERIOR LOT FRONT YARD, AND TWO (2) TREES IN THE CORNER LOT FRONT YARD OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED.
3. MAXIMUM 30% OF LANDSCAPE AREA CAN BE TURF.
4. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
5. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.
6. REAR YARDS MAY INCLUDE SYNTHETIC TURF

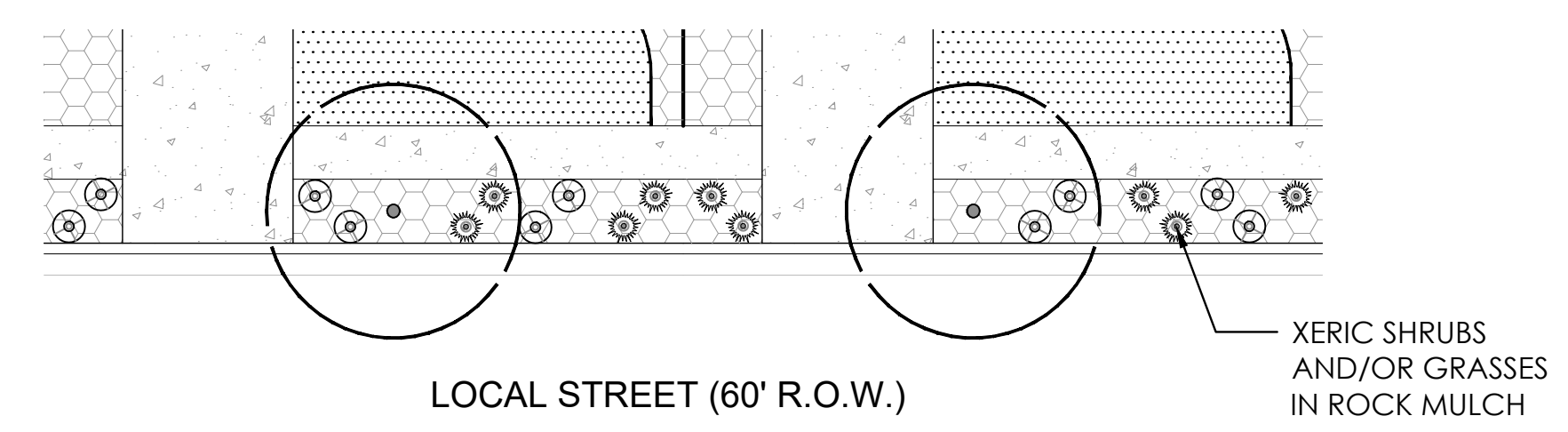
## SINGLE-FAMILY DETACHED CORNER LOTS



### TREE LAWN TYPICAL - TURF



### TREE LAWN TYPICAL - XERIC PLANTING



LEGEND	
	CONCRETE
	TURF (NON-SYNTHETIC)
	MULCH (ROCK/WOOD)
	TREE LAWN
	LANDSCAPE AREA
	EDGER

NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
  2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

ARCHITECTURAL  
CHARACTER  
IMAGERY

SHEET NUMBER

L.16

SHEET 27 OF 33

SINGLE FAMILY DETACHED

NOT FOR CONSTRUCTION

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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
Call before you dig.

terraccina  
design  
10200 E. Grand Ave., A-314  
Denver, CO 80231  
PH: 303.652.8867



LJA ENGINEERING

PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

09/05/2023

REVISION DATE:

SHEET TITLE

ARCHITECTURAL  
CHARACTER  
IMAGERY

SHEET NUMBER

L.17

SHEET 28 OF 33

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
  2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



1 FRONT ELEVATION BUILDING TYPE A  
NTS



2 FRONT ELEVATION BUILDING TYPE B  
NTS



3 FRONT ELEVATION BUILDING TYPE C  
NTS



4 FRONT ELEVATION BUILDING TYPE D  
NTS

SINGLE FAMILY ATTACHED

NOT FOR CONSTRUCTION

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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



**LEGEND**

- OPEN AREA
- USABLE OPEN AREA
- PARK
- NEIGHBORHOOD TRAIL
- PARK TRAIL

OPEN AREA DATA									
FILING	TOTAL GROSS ACREAGE	OPEN AREA REQUIRED	OPEN AREA PROVIDED	% OF TOTAL ACREAGE	USABLE OPEN AREA REQUIRED	USABLE OPEN AREA PROVIDED	% OF TOTAL ACREAGE	PARK AREA REQUIRED	PARK AREA PROVIDED
REVERE AT JOHNSTOWN FILING NO. 1	73.5	11.0	19.4	26%	7.3	8.4	11%	1.3	3.0
REVERE NORTH FILING NO. 1	64.6***	9.7	23.7	37%	6.5	10.0	15%	0.8	7.4
<b>TOTAL</b>	<b>180.6</b>	<b>20.7</b>	<b>43.1</b>	<b>24%</b>	<b>13.8</b>	<b>18.4</b>	<b>10%</b>	<b>2.1</b>	<b>10.4</b>

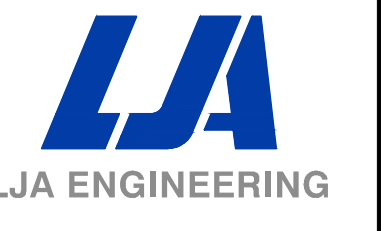
\* REVERE AT JOHNSTOWN FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 3 ACRES OF THE REQUIRED OPEN AREA.

\*\* REVERE NORTH FILING NO. 1 DETENTION POND ACCOUNTS FOR APPROXIMATELY 7 ACRES OF THE REQUIRED OPEN AREA.

\*\*\* REVERE NORTH FILING NO. 1 TOTAL GROSS ACREAGE DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS.

**NOTES:**

- ANY OPEN AREA AND/OR USABLE OPEN AREA THAT IS ABOVE THE REQUIRED SQUARE FOOTAGE MAY BE APPLIED TO FUTURE FILING REQUIREMENTS WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.
- PER THE GREAT PLAINS VILLAGE ODP, "SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA."
- PER THE GREAT PLAINS VILLAGE ODP, "GREAT PLAINS VILLAGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS."
- PER THE GREAT PLAINS VILLAGE ODP, "A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED."
- PER THE GREAT PLAINS VILLAGE ODP, "DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS."
- THE OPEN AREA CALCULATION ABOVE INCLUDES LOT 1/BLOCK 12 (AMENITY SITE) BUT DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS (TRACTS A, B, C, AND D).



PROJECT NAME

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SUBMITTAL DATE:  
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SHEET TITLE

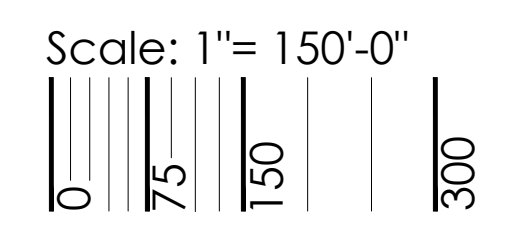
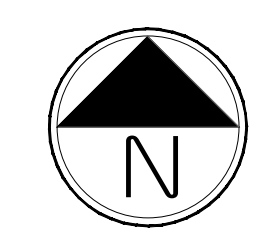
**OPEN AREA &  
TRAILS PLAN**

SHEET NUMBER

**L.18**

SHEET 29 OF 33

NOT FOR CONSTRUCTION

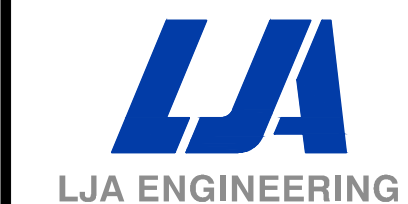


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# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

09/05/2023

REVISION DATE:

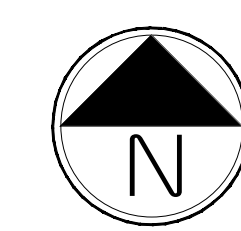
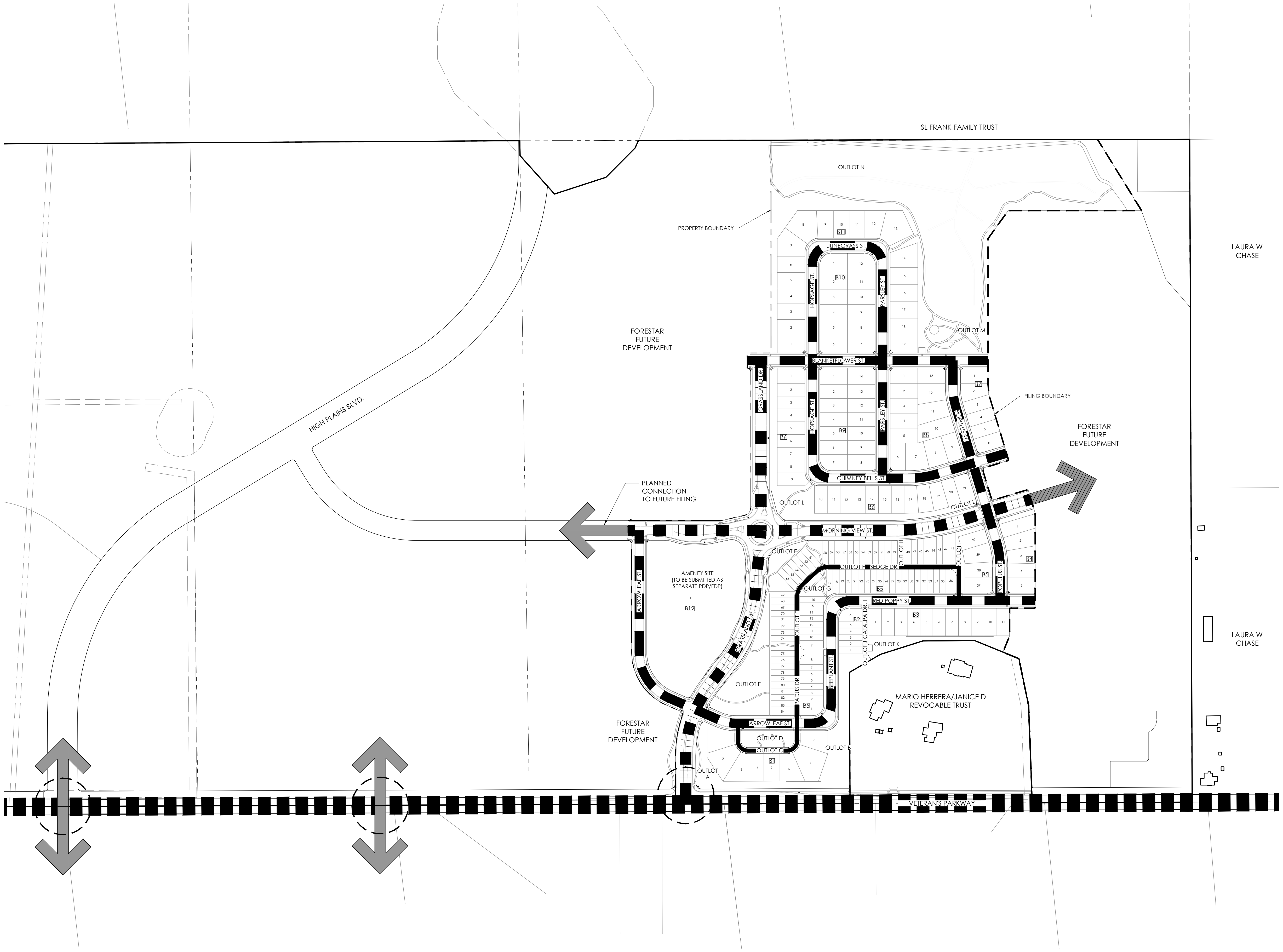
SHEET TITLE

CIRCULATION  
PLAN

SHEET NUMBER

L.19

SHEET 30 OF 33



Scale: 1"= 200'-0"  
0 100 200 400

### LEGEND

- MAJOR ARTERIAL
- COLLECTOR
- LOCAL
- PRIVATE DRIVE / ALLEY
- EMERGENCY VEHICLE ACCESS
- PLANNED FUTURE ACCESS (AS DEVELOPMENT MAY OCCUR)
- POTENTIAL FUTURE ACCESS (BY OTHERS)
- FULL MOVEMENT INTERSECTION

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

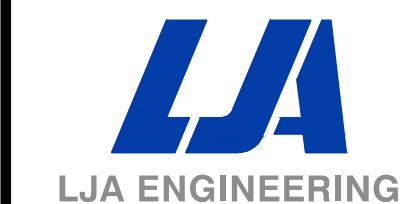
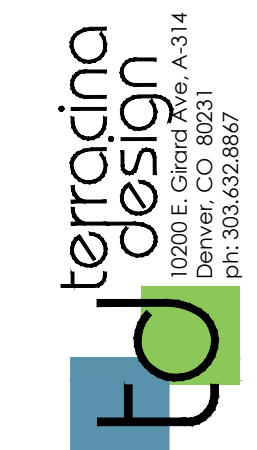
NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

REVISION DATE:

SHEET TITLE

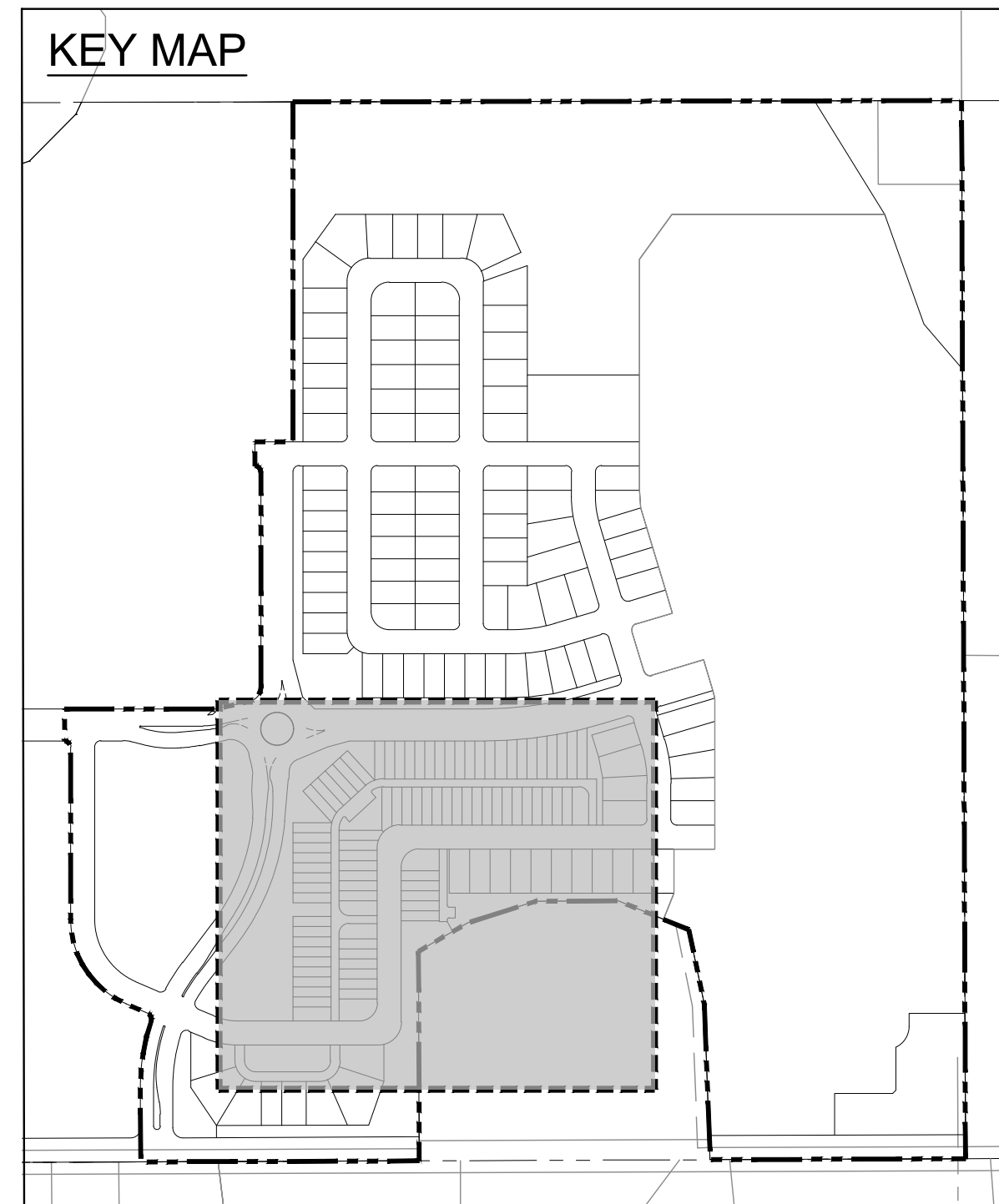
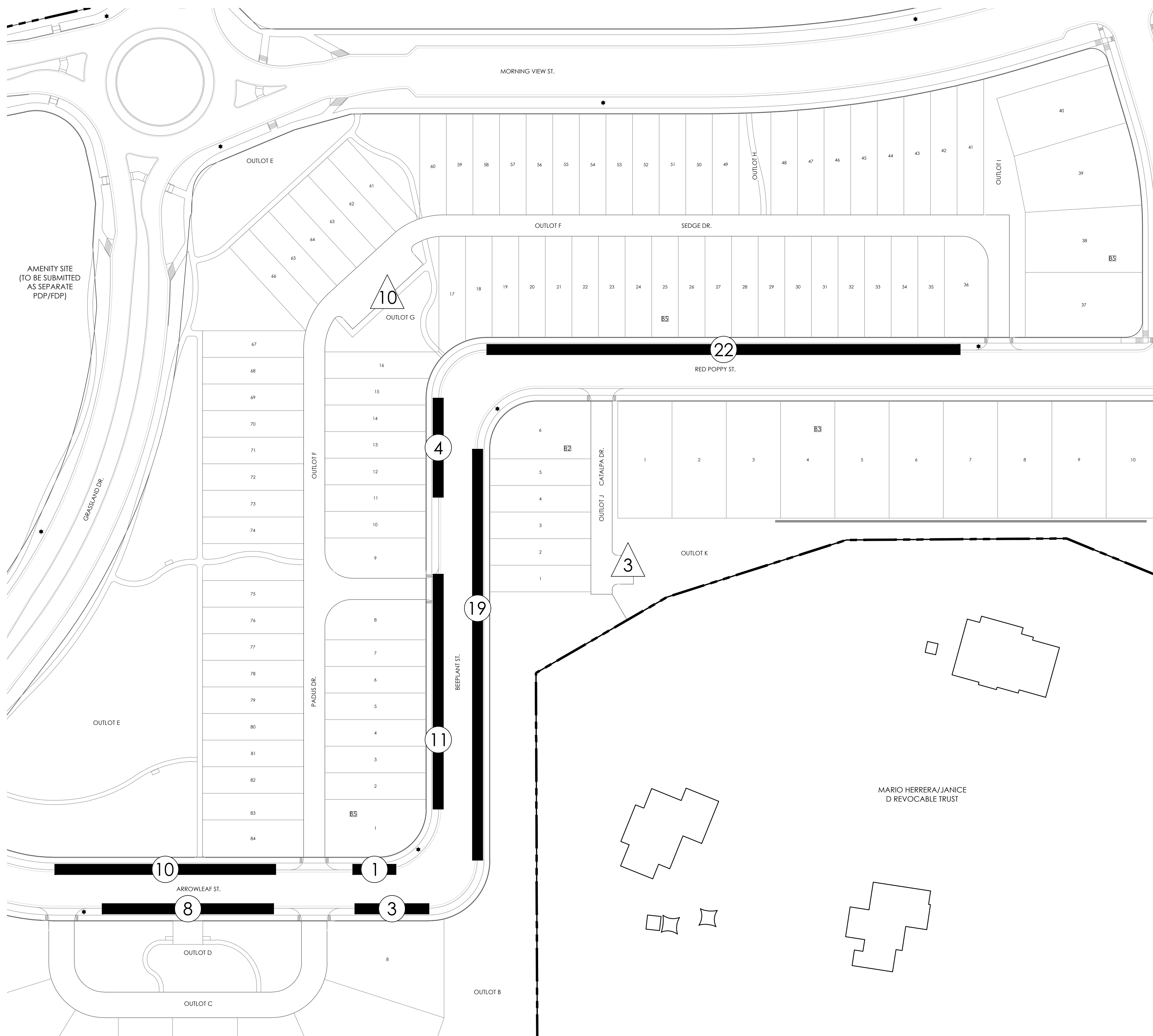
PARKING PLAN

SHEET NUMBER

L.20

SHEET 31 OF 33

NOT FOR CONSTRUCTION

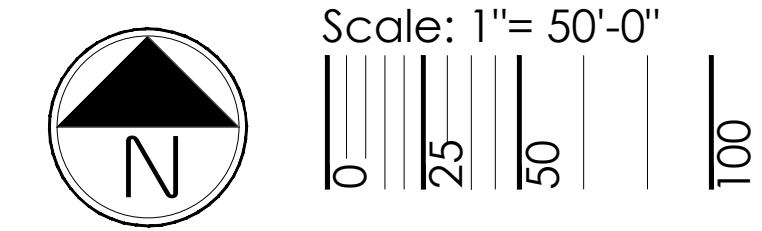


**LEGEND**

- ON-STREET PARKING (SFA)
- OFF-STREET PARKING

SINGLE FAMILY ATTACHED PARKING DATA				
PARKING TYPE	PARKING REQUIRED PER CODE	ADDITIONAL GUEST PARKING (0.5 PER UNIT)	TOTAL PARKING REQUIRED	PARKING PROVIDED
ON-STREET				78
OFF-STREET				13
DRIVEWAY	678	170	848	678
GARAGE				678
<b>TOTAL</b>	<b>678</b>	<b>170</b>	<b>848</b>	<b>1,447</b>

- NOTES:
1. PARKING REQUIREMENTS ARE TWO (2) SPACES PER UNIT.
  2. ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS INCLUDE A TWO-CAR GARAGE.
  3. ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS HAVE DRIVEWAYS, PROVIDING TWO (2) ADDITIONAL GUEST PARKING SPACES PER UNIT.
  4. PARKING ALLOWED ALONG LOCAL STREETS THAT SERVE SINGLE FAMILY DETACHED UNITS.



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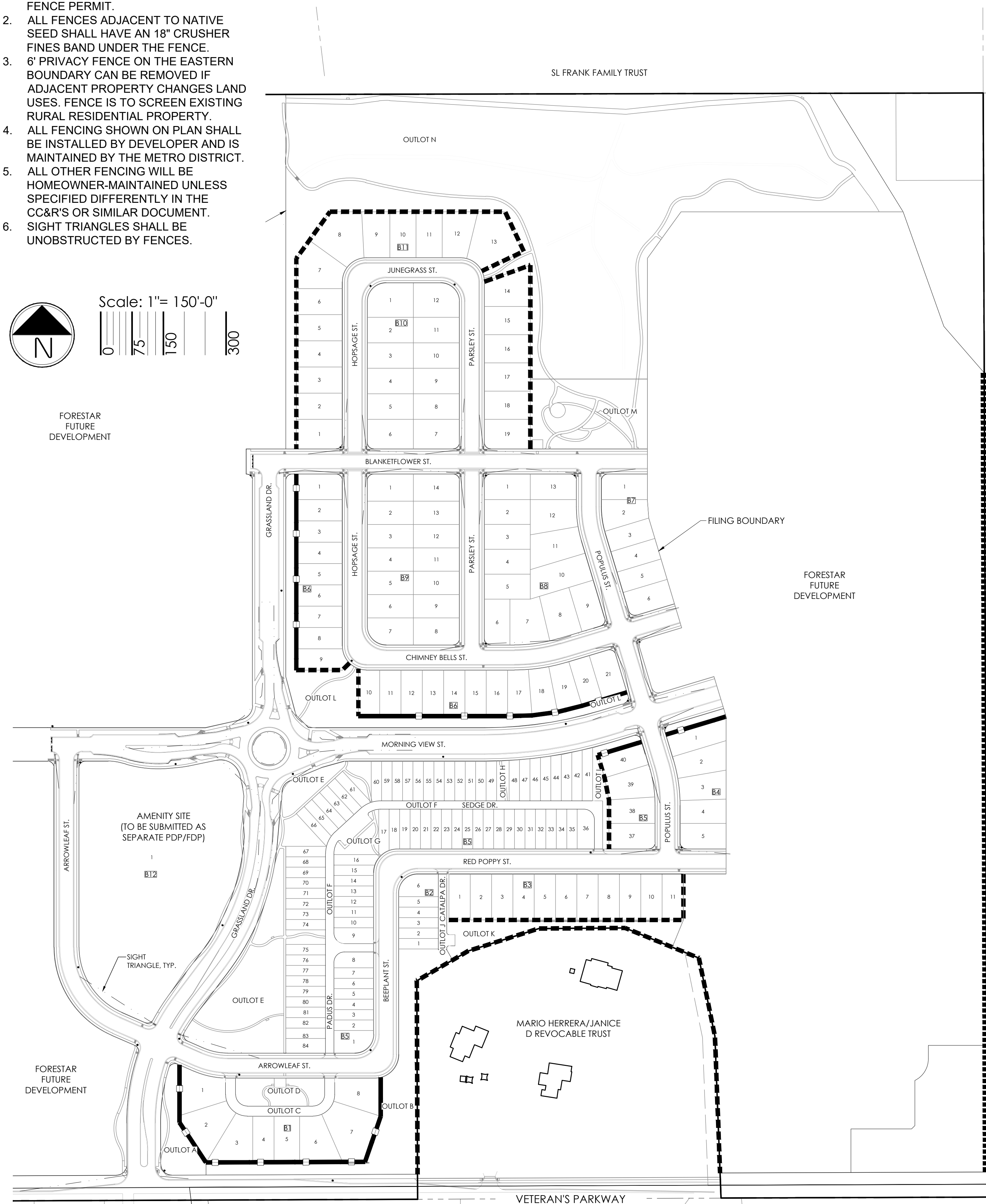
# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

- NOTES:
1. COLUMN AND CROSS RAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF FENCE PERMIT.
  2. ALL FENCES ADJACENT TO NATIVE SEED SHALL HAVE AN 18" CRUSHER FINES BAND UNDER THE FENCE.
  3. 6' PRIVACY FENCE ON THE EASTERN BOUNDARY CAN BE REMOVED IF ADJACENT PROPERTY CHANGES LAND USES. FENCE IS TO SCREEN EXISTING RURAL RESIDENTIAL PROPERTY.
  4. ALL FENCING SHOWN ON PLAN SHALL BE INSTALLED BY DEVELOPER AND IS MAINTAINED BY THE METRO DISTRICT.
  5. ALL OTHER FENCING WILL BE HOMEOWNER-MAINTAINED UNLESS SPECIFIED DIFFERENTLY IN THE C&R'S OR SIMILAR DOCUMENT.
  6. SIGHT TRIANGLES SHALL BE UNOBSTRUCTED BY FENCES.



Scale: 1" = 150'-0"  
0 75 150 300

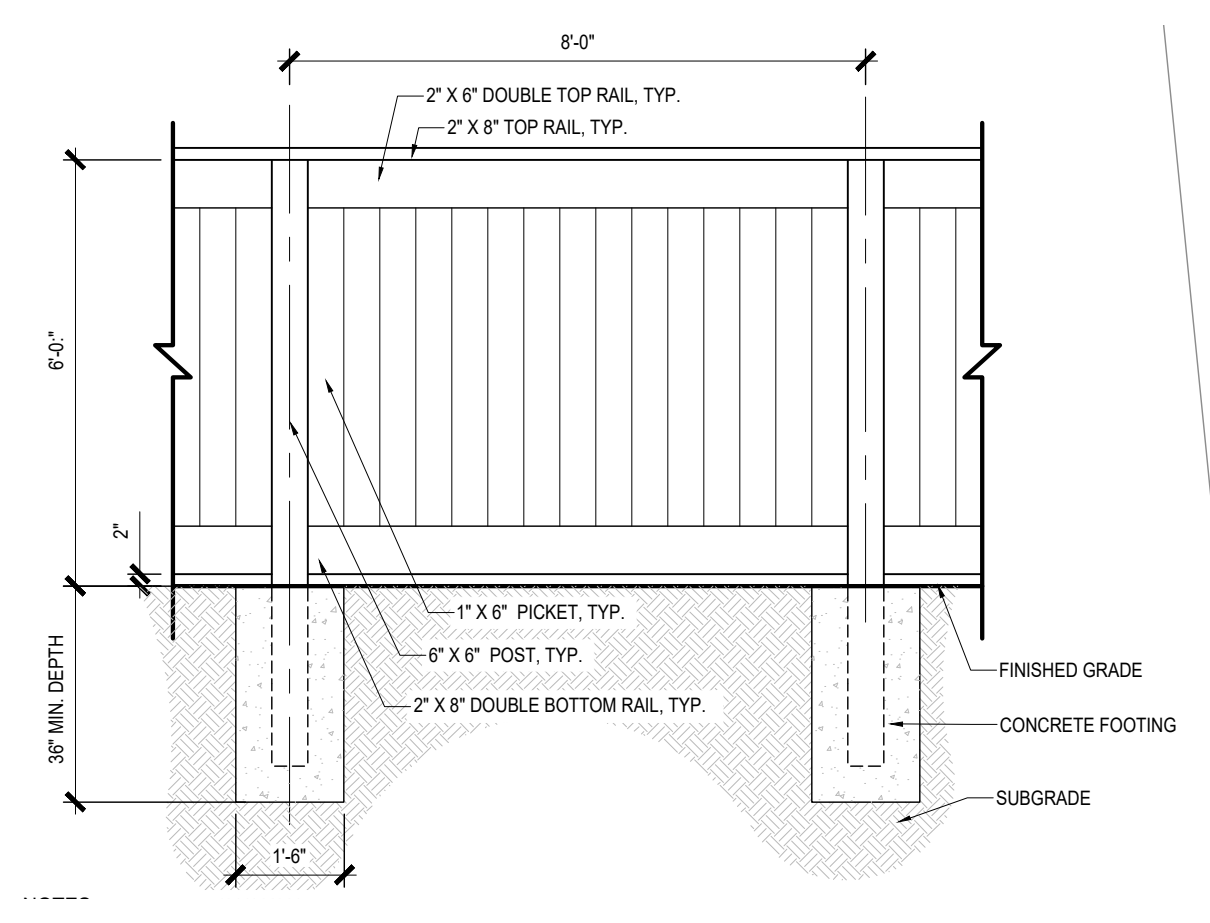
FORESTAR FUTURE DEVELOPMENT



**LEGEND**

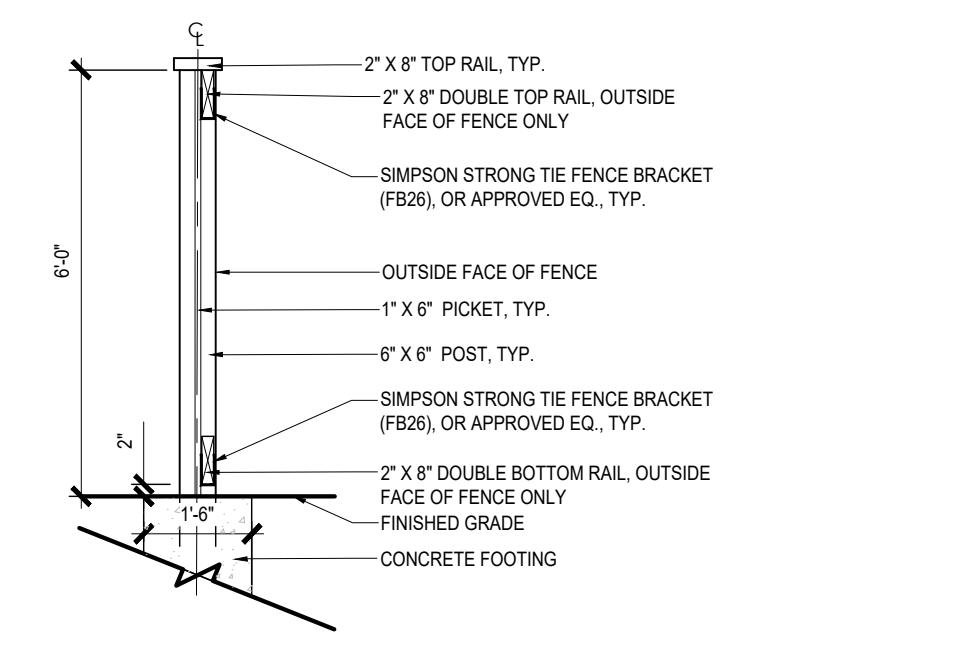
- 6' HT. EASTERN PROPERTY PRIVACY FENCE
- 6' HT. PRIVACY FENCE W/ COLUMNS
- OPEN RAIL FENCE

NOTE: LINETYPES ARE NOT REPRESENTATIVE OF FENCE CONSTRUCTION, INCLUDING COLUMN LOCATIONS.

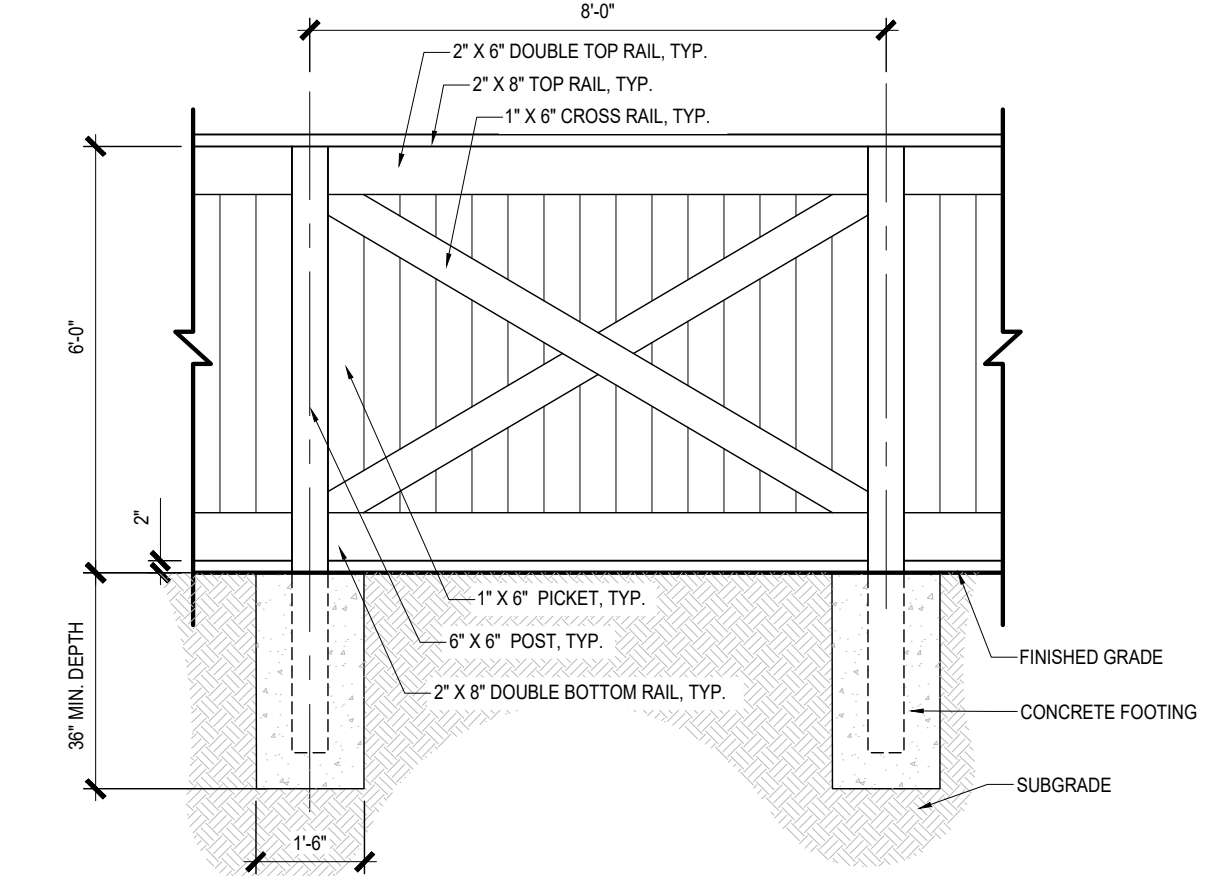


1 6' HT. PRIVACY FENCE  
3/8" = 1"  
(USE THIS PANEL IN FENCING BETWEEN LOT LINES AND IN FENCING WITH COLUMNS)

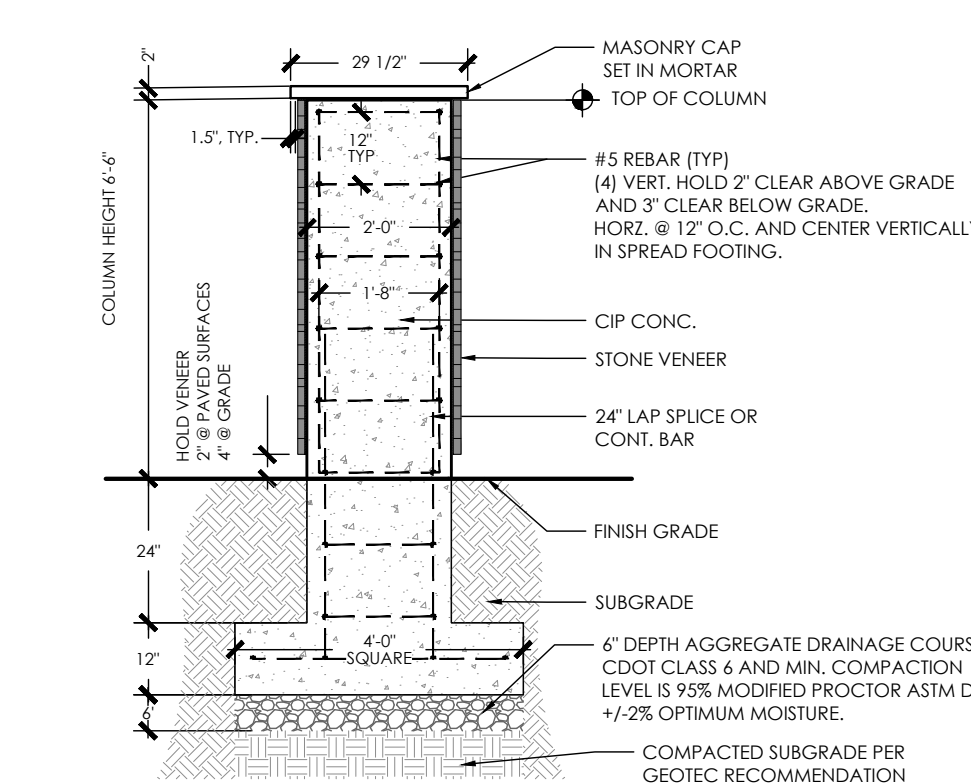
- MATERIAL NOTES:
1. ALL WOOD FOR FENCING SHALL BE PRESSURE TREATED CEDAR AND STAINED.
  2. FENCE COLUMNS STONE VENEER TO BE A SPLIT MODULAR STYLE.



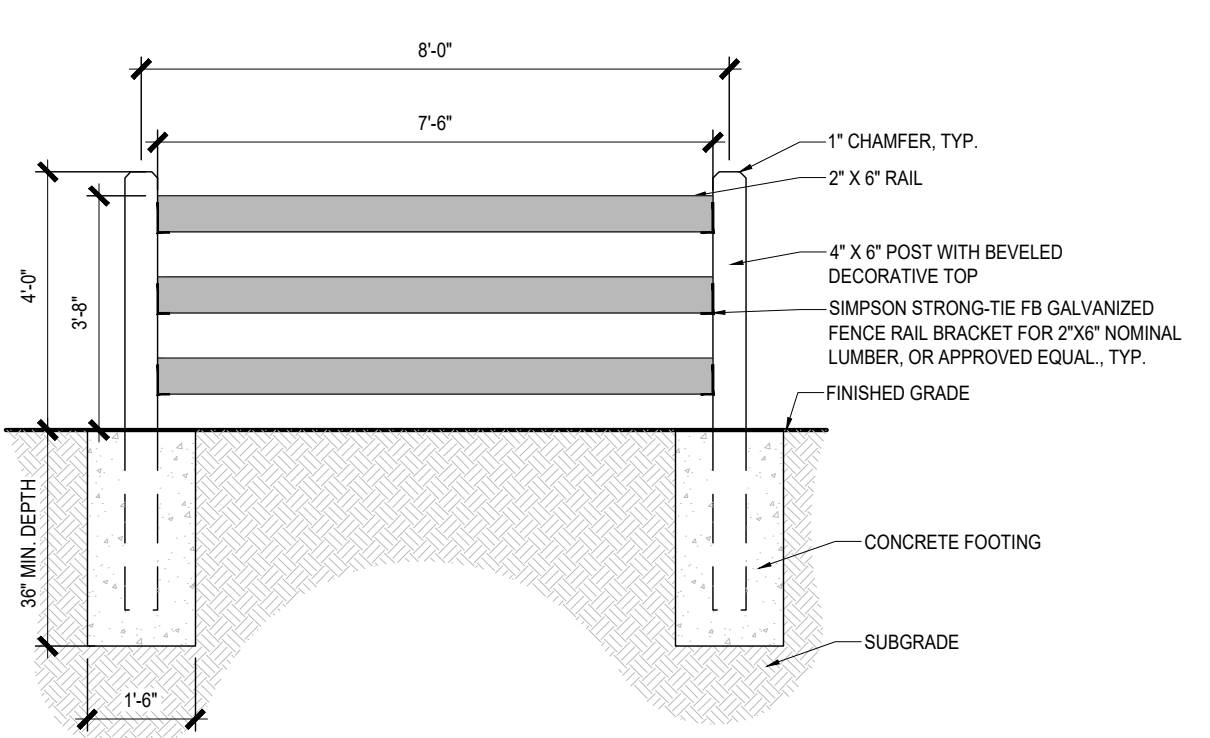
2 6' HT. PRIVACY FENCE SECTION  
3/8" = 1"



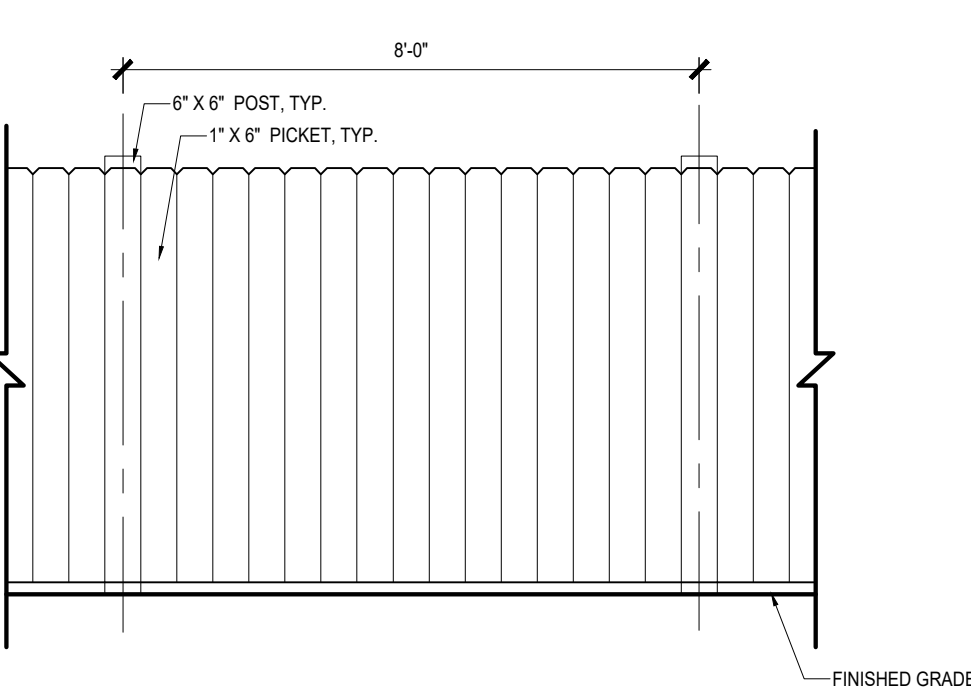
3 6' HT. PRIVACY FENCE WITH CROSS RAIL  
3/8" = 1"  
(USE THIS PANEL IN FENCING WITH COLUMNS)



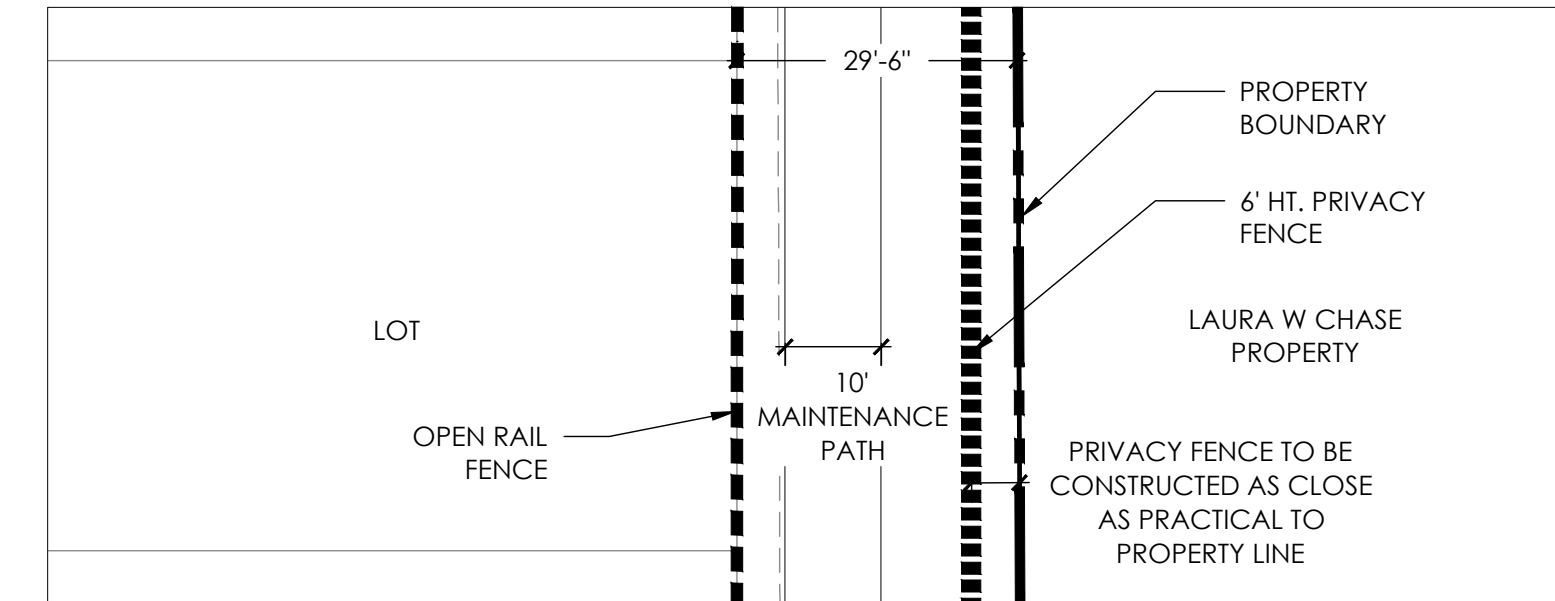
4 FENCE COLUMN  
3/8" = 1"



5 OPEN RAIL FENCE  
3/8" = 1"  
NOTE: OPTIONAL WELDED WIRE MESH TO BE ATTACHED BEHIND RAILS.



6 6' HT. EASTERN PROPERTY PRIVACY FENCE  
3/8" = 1"  
NOTE: ADD "NO TRESPASSING" SIGNS EVERY 500 FEET.



7 EASTERN PROPERTY LINE FENCE TYPICAL  
1" = 20'-0"

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FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

FENCING PLAN

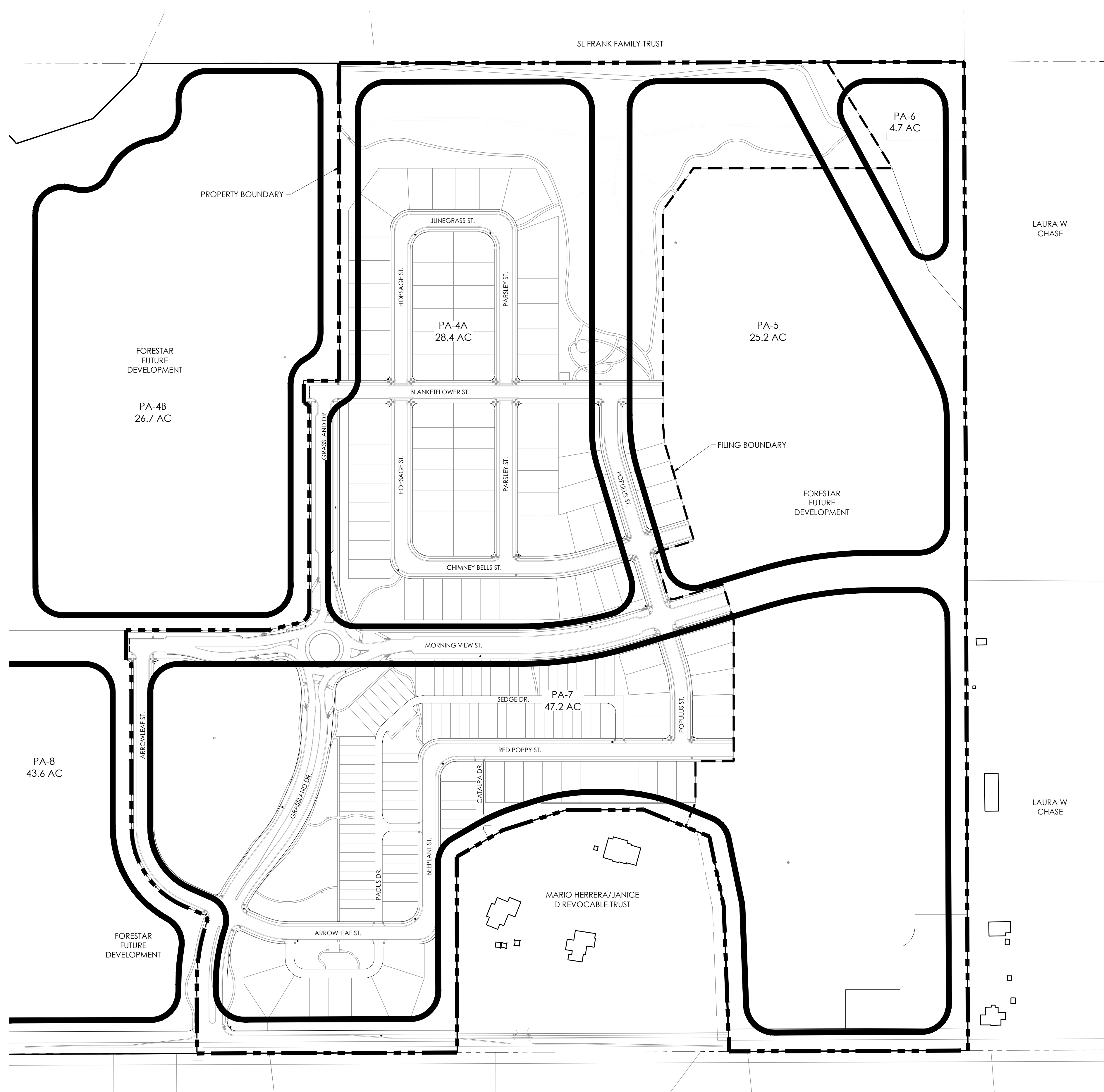
SHEET NUMBER

L.21

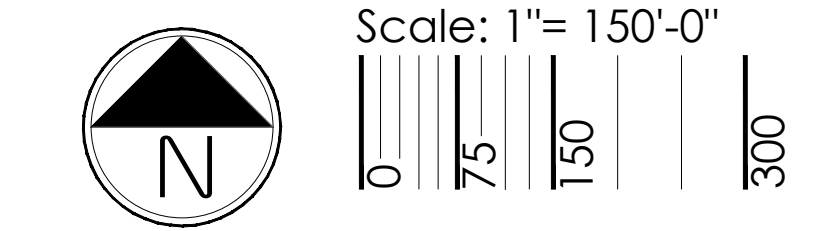
SHEET 32 OF 33



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PLANNING AREA DATA			
PLANNING AREA	ODP ACREAGE	FDP ACREAGE	% CHANGE
PA-4A	45.1	28.4	22.2%
PA-4B	26.7	26.7	0.0%
PA-5	32.2	25.2	-21.9%
PA-6	4.7	4.7	0.0%
PA-7	58.0	47.2	-18.6%
PA-8	35.7	43.6	22.1%
<b>FILING NO. 1 TOTAL</b>		105.4	
<b>TOTAL</b>	175.7	175.7	



PROJECT NAME

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FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
09/05/2023  
REVISION DATE:

SHEET TITLE

**PLANNING AREA  
PLAN**

SHEET NUMBER

**L.22**  
SHEET 33 OF 33

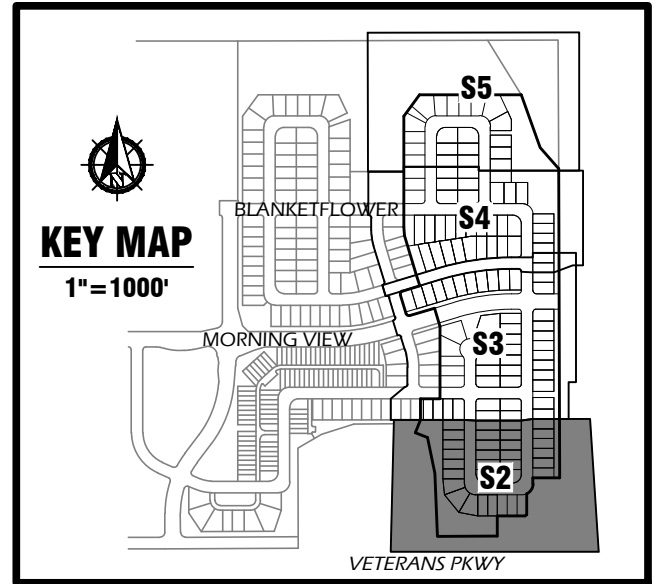
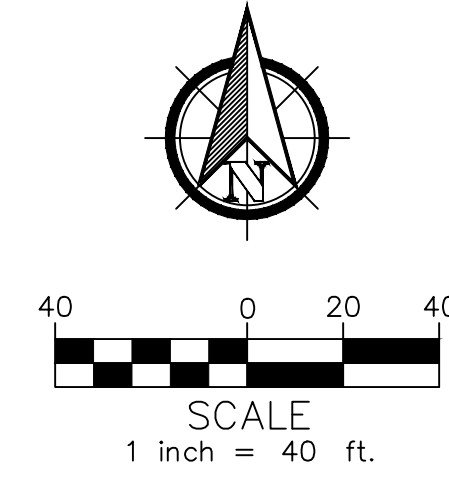






# REVERE NORTH FILING NO. 2

A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

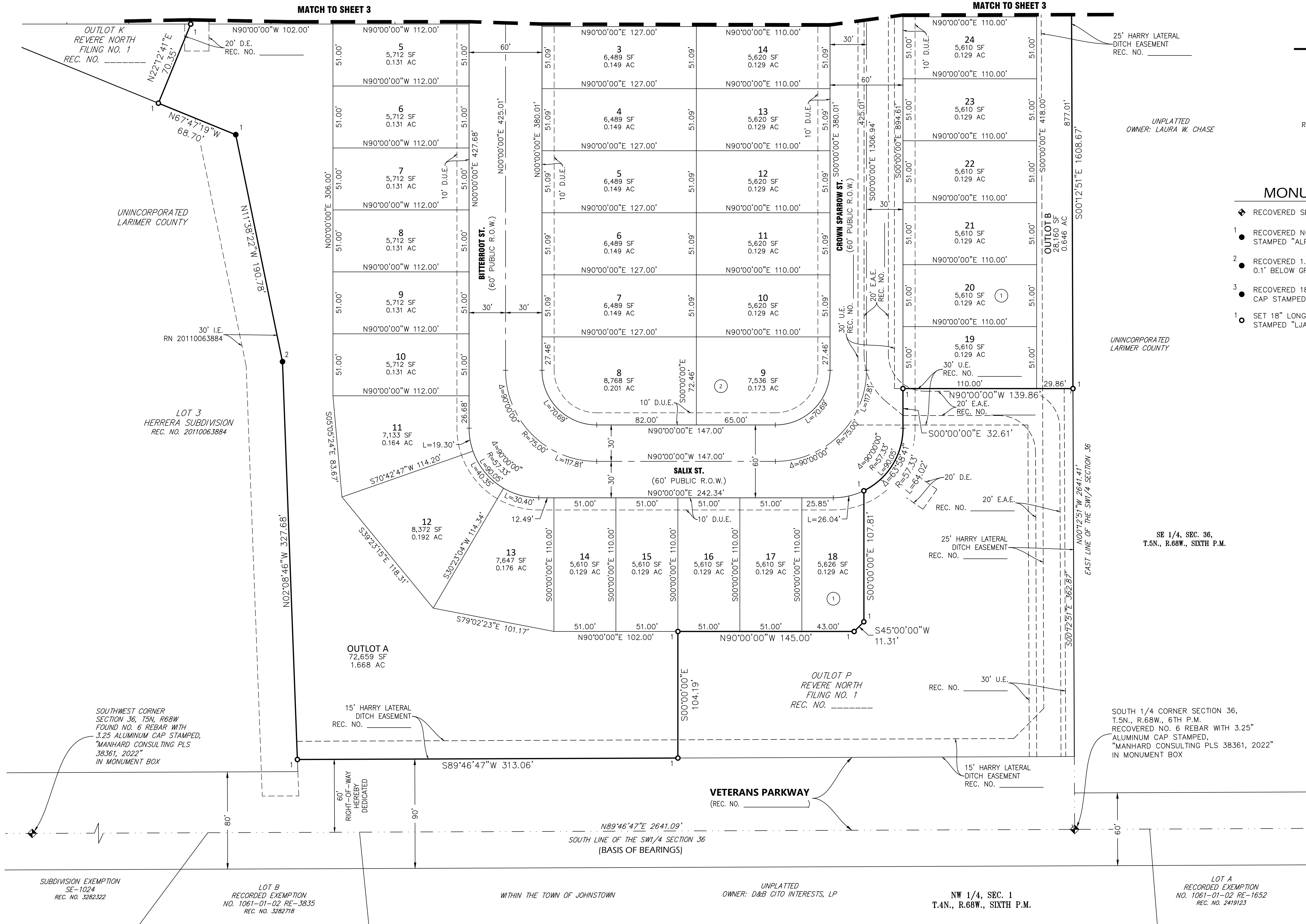


### LEGEND

- ⊖ - BLOCK NUMBER
- A.E. - ACCESS EASEMENT HEREBY GRANTED
- D.E. - DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. - DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. - UTILITY EASEMENT HEREBY GRANTED
- REC. NO. - RECEPTION NUMBER

### MONUMENT SYMBOL LEGEND

- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1 RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "ALPHA ENGRG LS 123330"
- 2 RECOVERED 1.25" YELLOW PLASTIC CAP STAMPED "BAYER LS 6973" 0.1' BELOW GRADE.
- 3 RECOVERED 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA SURVEYING PLS 38064" FLUSH WITH GROUND
- 4 SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND



UNINCORPORATED LARIMER COUNTY

LOT 3 HERRERA SUBDIVISION REC. NO. 20110063884

25' HARRY LATERAL DITCH EASEMENT REC. NO. \_\_\_\_\_

UNPLATTED OWNER: LAURA W. CHASE

UNINCORPORATED LARIMER COUNTY

SE 1/4, SEC. 36, T.5N., R.68W., SIXTH P.M.

SOUTH 1/4 CORNER SECTION 36, T.5N., R.68W., 6TH P.M. RECOVERED NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "MANHARD CONSULTING PLS 38361, 2022" IN MONUMENT BOX

SUBDIVISION EXEMPTION SE-1024 REC. NO. 3282322

LOT B RECORDED EXEMPTION NO. 1061-01-02 RE-3835 REC. NO. 3282718

WITHIN THE TOWN OF JOHNSTOWN

UNPLATTED OWNER: D&B CITO INTERESTS, LP

NW 1/4, SEC. 1 T.4N., R.68W., SIXTH P.M.

LOT A RECORDED EXEMPTION NO. 1061-01-02 RE-1652 REC. NO. 2419123

FOR REVIEW ONLY

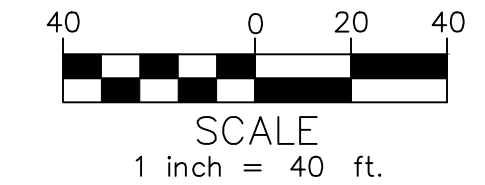
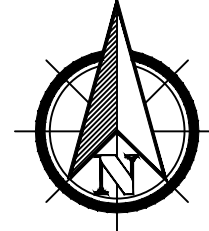
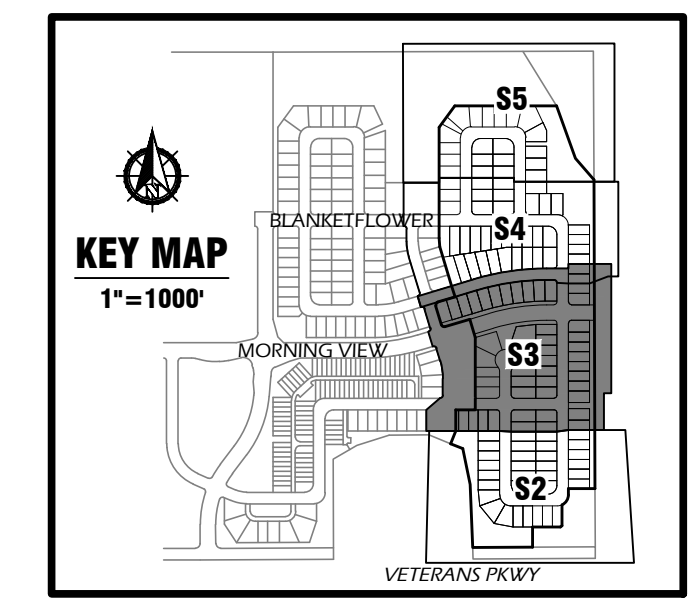
**LJA SURVEYING**  
 7800 E. Union Avenue  
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 303-390-8510  
 www.lja.com

I:\JOB FOLDERS\1060-0010\PRODUCTION\PLAT\FINAL PLAT\F2\REVERE\_F2\_DETAILS PRINTED ON: 4/11/2024 2:51 PM



# REVERE NORTH FILING NO. 2

A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



### LEGEND

- Ⓢ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER

UNPLATTED OWNER: LAURA W. CHASE

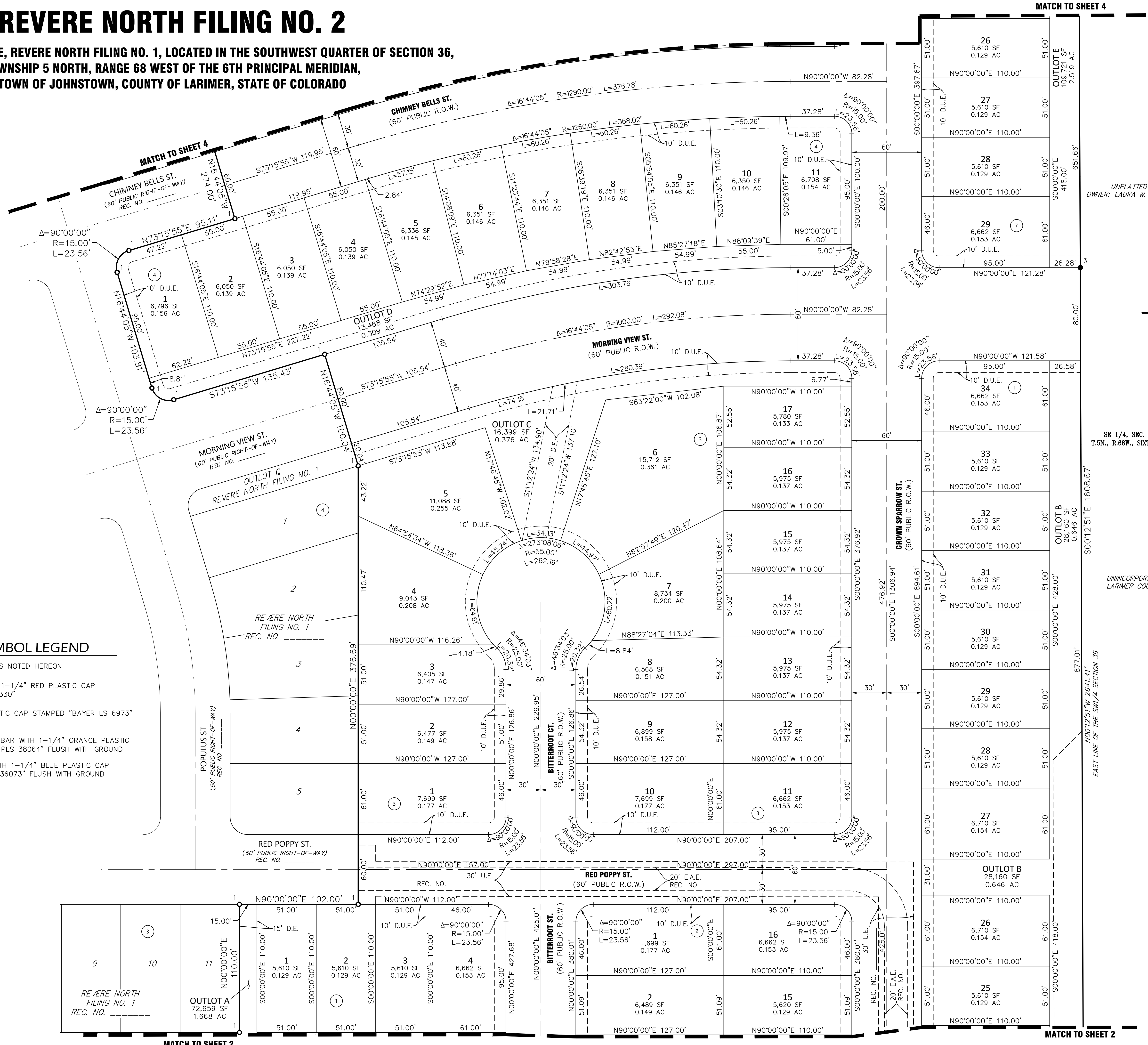
SE 1/4, SEC. 36, T.5N., R.68W., SIXTH P.M.

UNINCORPORATED LARIMER COUNTY

EAST LINE OF THE SW1/4 SECTION 36

FOR REVIEW ONLY

7800 E Union Avenue  
Suite 575  
Denver, CO 80237  
303-390-8510  
www.lja.com



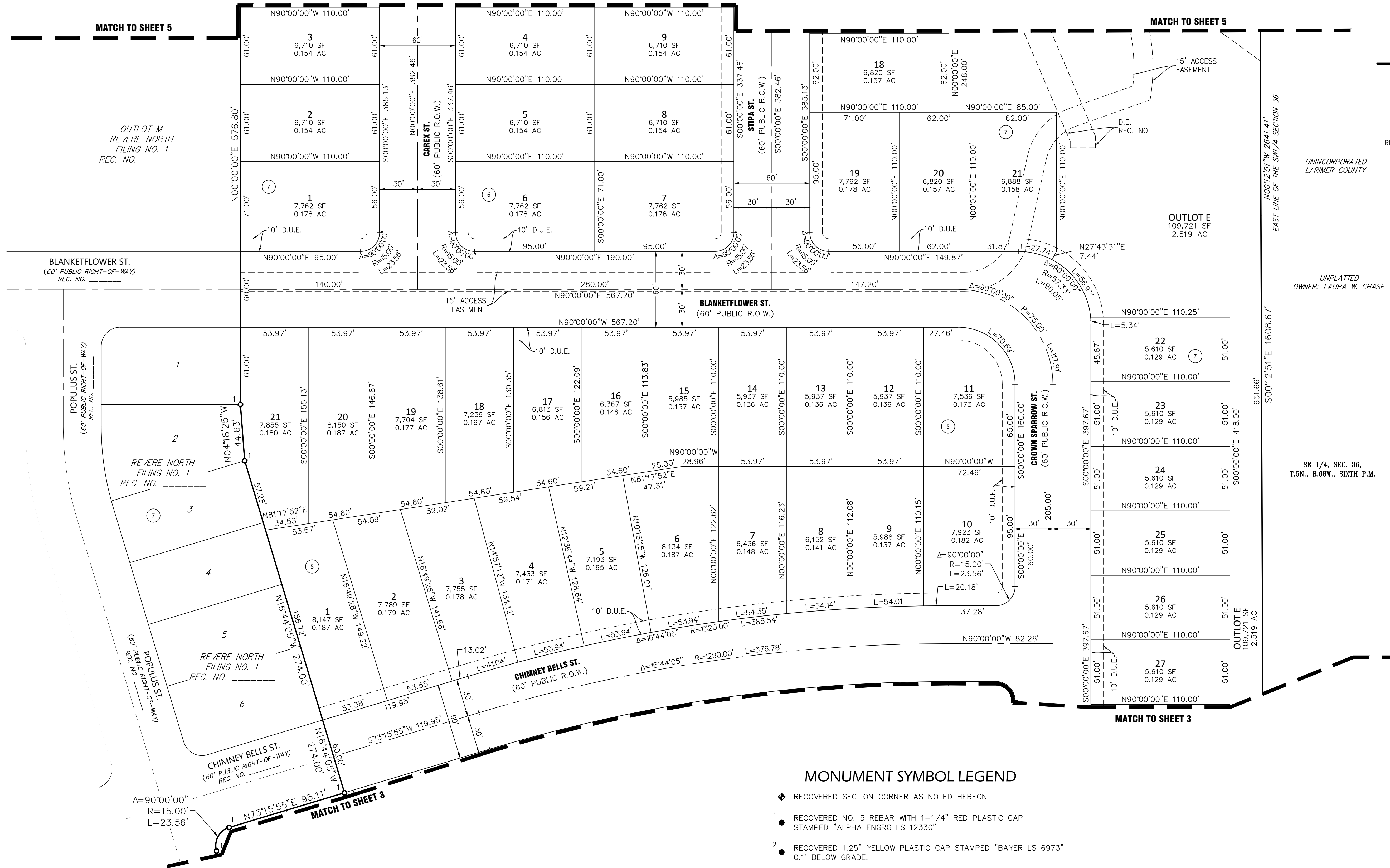
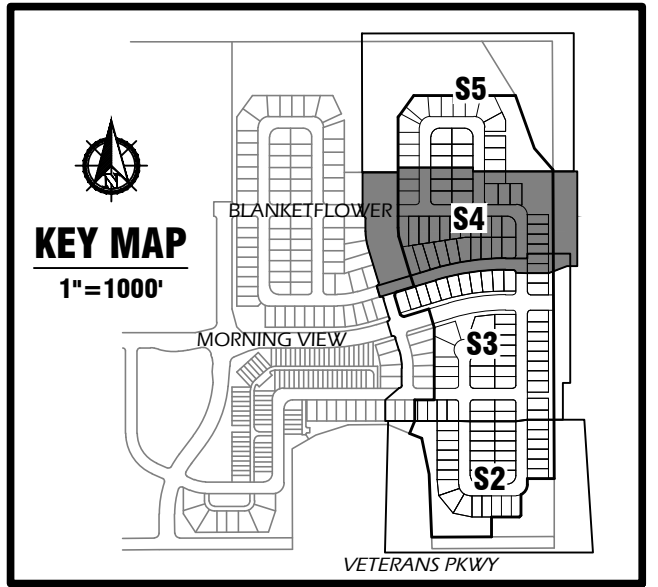
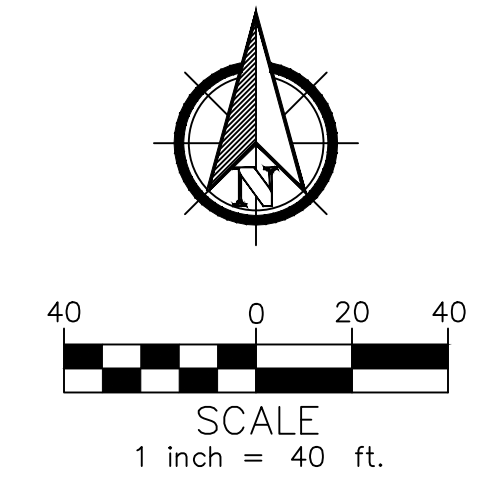
- ### MONUMENT SYMBOL LEGEND
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
  - RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "ALPHA ENGRG LS 12330"
  - RECOVERED 1.25" YELLOW PLASTIC CAP STAMPED "BAYER LS 6973" 0.1' BELOW GRADE.
  - RECOVERED 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA SURVEYING PLS 38064" FLUSH WITH GROUND
  - SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND

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# REVERE NORTH FILING NO. 2

A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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- REC. NO. - RECEPTION NUMBER

- MONUMENT SYMBOL LEGEND**
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
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  - 2 RECOVERED 1.25" YELLOW PLASTIC CAP STAMPED "BAYER LS 6973" 0.1' BELOW GRADE.
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  - 1 SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND

**LJA SURVEYING**

7800 E. Union Avenue  
Suite 575  
Denver, CO 80237  
303-390-8510  
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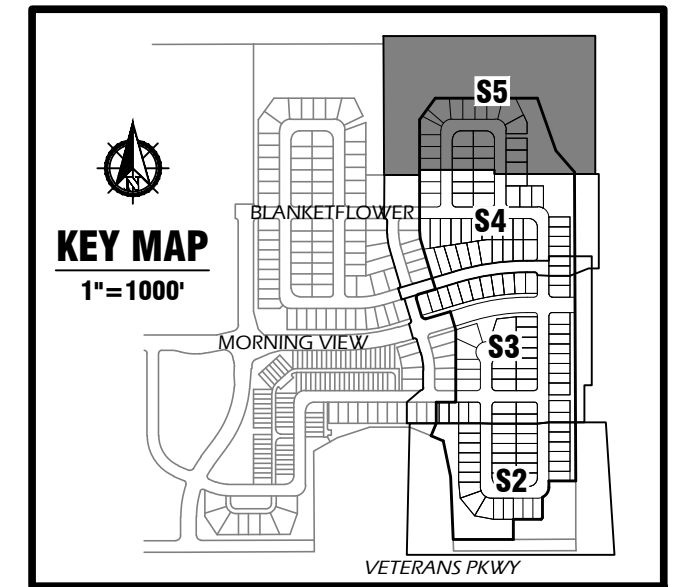
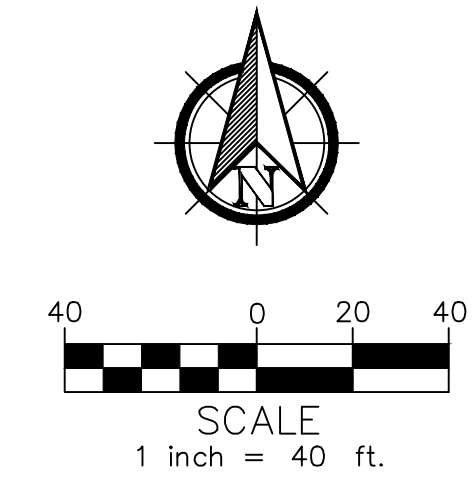
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A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



UNPLATTED  
OWNER: SL FRANK FAMILY TRUST

NW 1/4, SEC. 36,  
T.5N., R.68W., SIXTH P.M.

UNINCORPORATED  
LARIMER COUNTY

OWNER: ANDERSON FARM INC.

SW 1/4, SEC. 36,  
T.5N., R.68W., SIXTH P.M.

OUTLOT N  
REVERE NORTH  
FILING NO. 1  
REC. NO. \_\_\_\_\_

30' HARRY LATERAL  
DITCH EASEMENT  
REC. NO. \_\_\_\_\_

OUTLOT O  
REVERE NORTH  
FILING NO. 1  
REC. NO. \_\_\_\_\_

### LEGEND

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### MONUMENT SYMBOL LEGEND

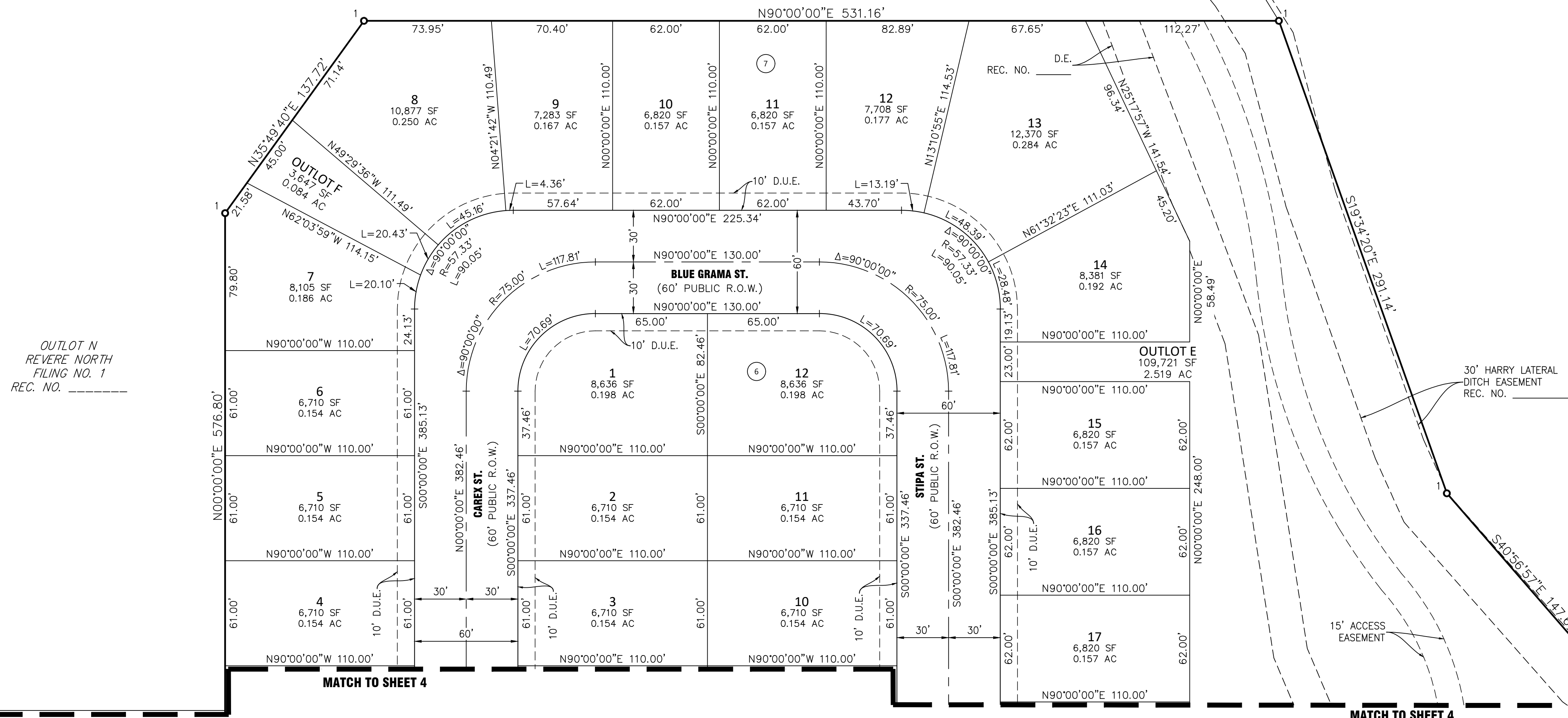
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N00°12'51"W 669.87'  
N00°12'51"W 2641.41'  
EAST LINE OF THE SW 1/4 SECTION 36

UNINCORPORATED  
LARIMER COUNTY

UNPLATTED  
OWNER: LAURA W. CHASE

SE 1/4, SEC. 36,  
T.5N., R.68W., SIXTH P.M.



**LJA SURVEYING**  
7800 E Union Avenue  
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303-390-8510  
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FOR REVIEW ONLY



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

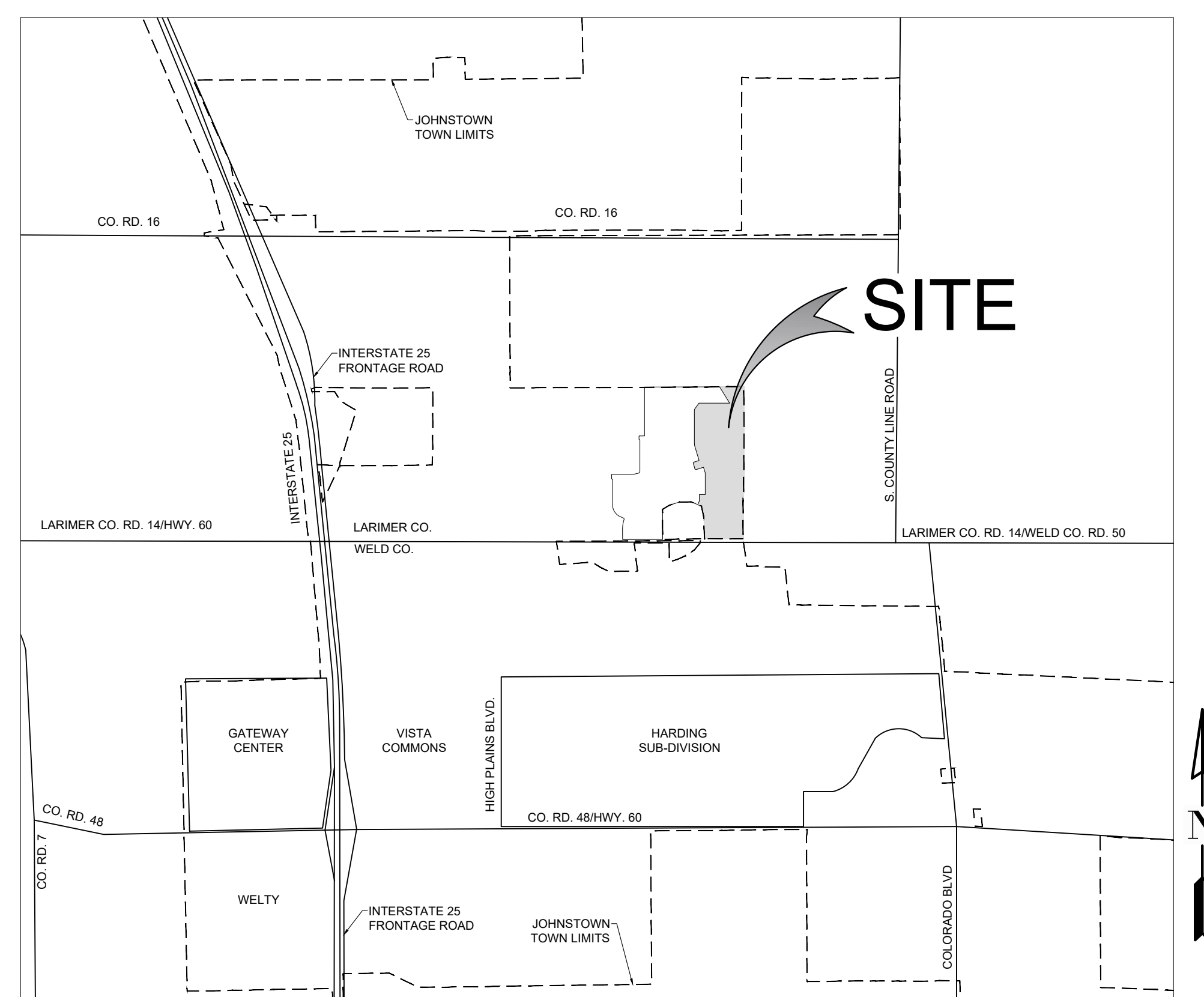


### PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE GREAT PLAINS VILLAGE OUTLINE DEVELOPMENT PLAN (ODP). REVERE NORTH FILING NO. 2 INCLUDES A MIX OF LARGER SINGLE-FAMILY DETACHED LOTS (60' x 110') AND SMALLER SINGLE-FAMILY DETACHED LOTS (50' x 110'). THE SUBDIVISION WILL RESULT IN ADDING HOUSING DIVERSITY TO MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. ALONG WITH REVERE NORTH FILING NO. 1, VEHICULAR ACCESS, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIONS MEET THE REQUIREMENTS ESTABLISHED IN THE ODP, AS WELL AS THE TOWN MUNICIPAL CODE AND DESIGN GUIDELINES. FILING NO.2 WILL BE A QUALITY COMMUNITY WITH A METRO DISTRICT RESPONSIBLE FOR MAINTENANCE OF ALL DETENTION PONDS, COMMON AREA LANDSCAPING, PARKS, AND OPEN SPACE. PERIMETER LANDSCAPING WILL ENHANCE THE QUALITY OF THE COMMUNITY AND WILL BE MAINTAINED THROUGHOUT THE DEVELOPMENT.

### LEGAL DESCRIPTION

A REPLAT OF TRACT E, REVERE NORTH FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO; CONTAINING A CALCULATED AREA OF 1,550,192 SQUARE FEET OR 35.588 ACRES, MORE OR LESS.



VICINITY MAP  
0 2000' 4000'  
1 inch = 2000'

### APPROVALS

#### TOWN COUNCIL

THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS REVERE NORTH FILING NO. 2 FDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

### REVERE NORTH GENERAL NOTES

- A. ALL UNDEVELOPED PROPERTY WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- B. FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.
- C. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- D. NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- E. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.
- F. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- G. LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

### RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

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

### PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

### SHEET TITLE

COVER

### SHEET NUMBER

C.0  
SHEET 1 OF 21

NOT FOR CONSTRUCTION

TOWN OF JOHNSTOWN		
REVIEWED AND ACCEPTED:	_____	_____
	FOR IMEG, AS TOWN REVIEW ENGINEER	DATE
REVIEWED AND ACCEPTED:	_____	_____
	FOR FHU, AS TOWN TRAFFIC ENGINEER	DATE
REVIEWED AND ACCEPTED:	_____	_____
	TOWN ENGINEERING DIRECTOR	DATE
REVIEWED AND ACCEPTED:	_____	_____
	FOR IMEG, AS TOWN REVIEW ENGINEER	DATE

FRONT RANGE FIRE RESCUE		
REVIEWED AND ACCEPTED:	_____	_____
		DATE

### OWNER/APPLICANT

JAMES HAYES  
FORESTAR REAL ESTATE GROUP INC  
188 INVERNESS DRIVE WEST  
SUITE 420  
ENGLEWOOD, CO 80112  
303-754-3283  
jameshayes@forestar.com

### ENGINEER

KEVIN LOVELACE  
LJA ENGINEERING  
1765 WEST 121ST AVENUE  
SUITE 300  
WESTMINSTER, CO 80234  
303-421-4224  
klovelace@lja.com

### PLANNER

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

### SURVEYOR

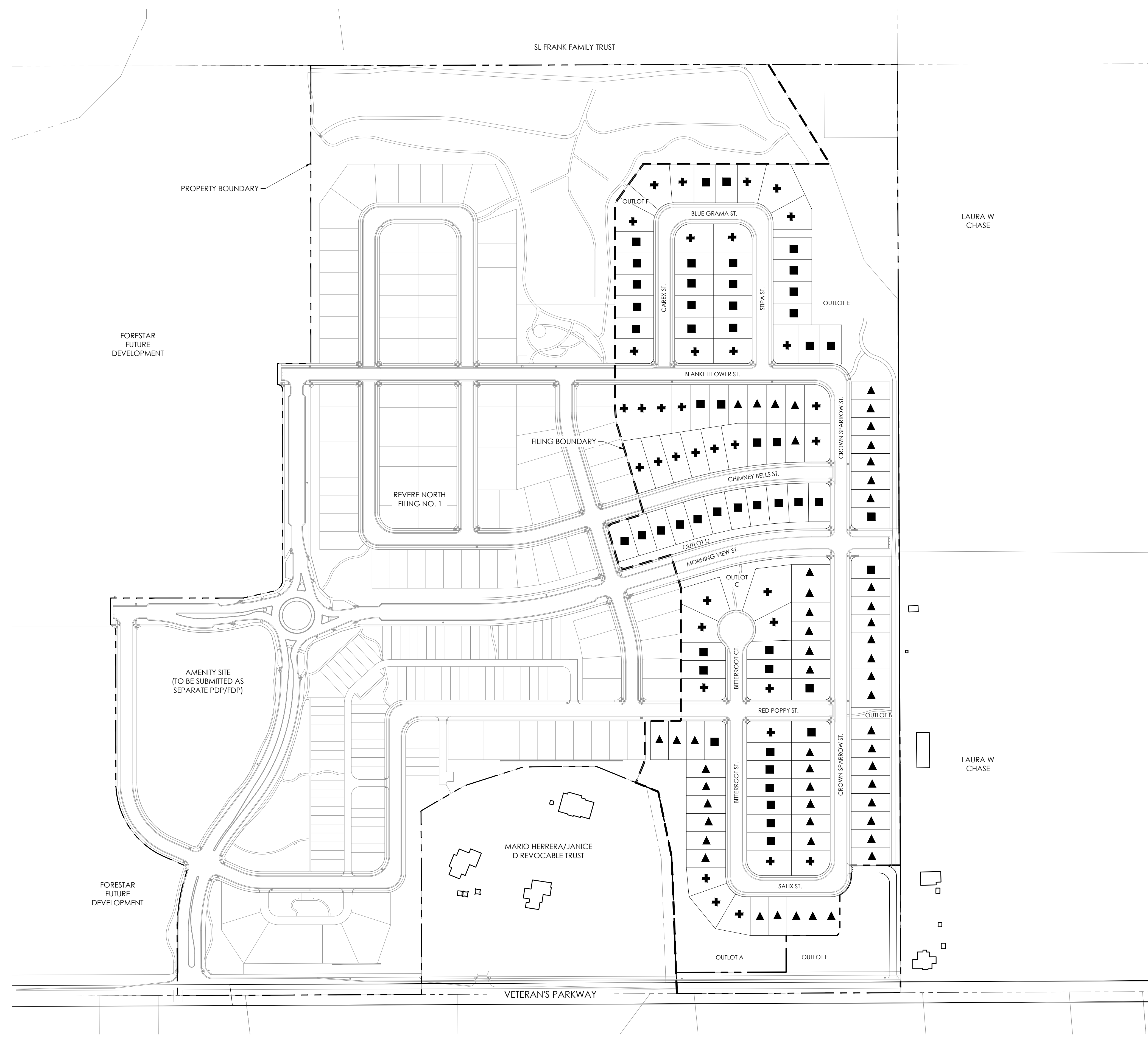
DEREK BROWN  
LJA ENGINEERING  
1765 WEST 121ST AVENUE  
SUITE 300  
WESTMINSTER, CO 80234  
303-421-4224  
dbrown@lja.com

### SHEET INDEX

- 1 COVER
- 2 HOUSING TYPE PLAN
- 3 LOT TYPICALS
- 4 TABLES & ABBREVIATIONS
- 5 OVERALL PLAN
- 6-8 SITE PLANS
- 9 OVERALL LANDSCAPE PLAN
- 10-13 LANDSCAPE PLANS
- 14-15 LANDSCAPE NOTES & DETAILS
- 16 LOT TYPICALS (LANDSCAPE)
- 17 ARCHITECTURAL CHARACTER IMAGERY
- 18 OPEN AREA & TRAILS PLAN
- 19 CIRCULATION PLAN
- 20 FENCING PLAN
- 21 PLANNING AREA PLAN



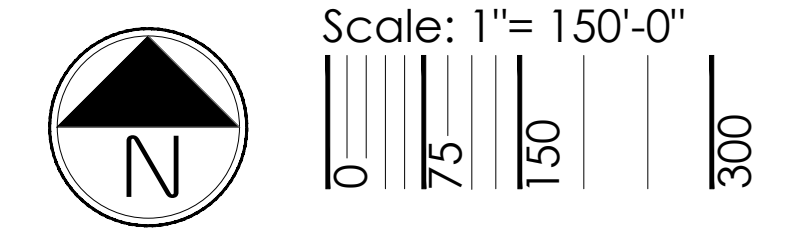
# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



**LEGEND**

- ▲ SINGLE FAMILY DETACHED <6,000 S.F.
- SINGLE FAMILY DETACHED 6,000-7,000 S.F.
- + SINGLE FAMILY DETACHED >7,000 S.F.

RESIDENTIAL LOT TYPE DATA			
	HOUSING TYPE	# OF UNITS	% OF UNITS
FILING 2	SINGLE FAMILY DETACHED <6,000 S.F.	53	37.9%
	SINGLE FAMILY DETACHED 6,000-7,000 S.F.	51	36.4%
	SINGLE FAMILY DETACHED >7,000 S.F.	36	25.7%
	<b>TOTAL</b>	<b>140</b>	<b>100.0%</b>



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

**HOUSING TYPE  
PLAN**

SHEET NUMBER

**C.1**  
SHEET 2 OF 21

NOT FOR CONSTRUCTION

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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

**LOT TYPICALS**

SHEET NUMBER

**C.2**

SHEET 3 OF 21

LAND USE DEVELOPMENT STANDARDS MATRIX	
<b>RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX</b>	
SINGLE FAMILY DETACHED (SFD) RESIDENTIAL	
<b>PRINCIPAL USE</b>	<b>R-M</b>
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO COVERED PORCH	5'
FRONT SETBACK TO GARAGE	20'
SIDE SETBACK MINIMUM	5'
*BUILDING SEPARATION	10'
REAR SETBACK - FRONT LOAD	15'
SIDE (CORNER) SETBACK	10'
<b>ACCESSORY USE</b>	<b>R-M</b>
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	3'*
REAR SETBACK	5'
REAR SETBACK (ALLEY LOAD GARAGE)	3'
SIDE (CORNER) SETBACK	15'

\*OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)  
NOTE: SETBACKS ONLY APPLY TO FILING NO. 2. FUTURE FILINGS ARE SUBJECT TO THE SETBACKS ESTABLISHED IN THE ODP UNLESS AMENDED THROUGH THE PDP/FDP PROCESS.

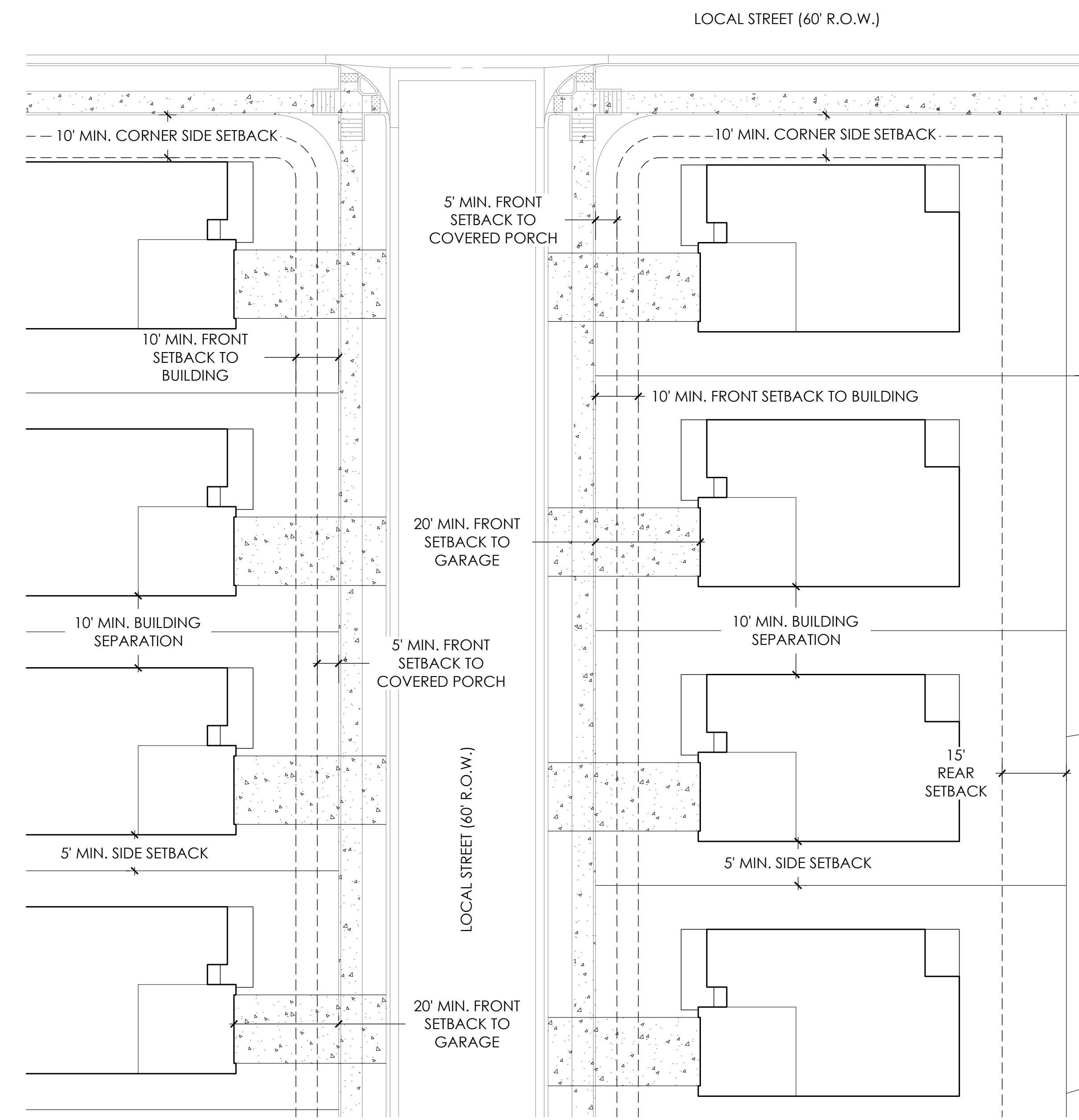
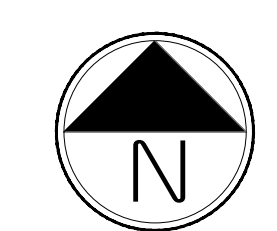


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

LEGEND	
	CONCRETE
	SETBACK LINE



Scale: 1"= 20'-0"  
0 10 20 40

NOT FOR CONSTRUCTION

# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN

## TOWN OF JOHNSTOWN, COLORADO

LAND USE TABLE				
	LOT NO.	SQ. FT.	ACRES	%
LOT AREA - RESIDENTIAL	140	942,960	21.65	60.8%
RIGHT OF WAY AREA		363,178	8.34	23.4%
OUTLOTS - OPEN AREAS (A, B, C, D, E, F)		244,054	5.60	15.7%
<b>TOTALS</b>	<b>140</b>	<b>1,550,192</b>	<b>35.59</b>	<b>100.0%</b>

LOT SUMMARY		
	LOT COUNT	LOT SIZE
SINGLE FAMILY HOME LOTS	51	5610 SF - 5999 SF
	74	6000 SF - 7999 SF
	15	8000 SF - 200,000 SF
<b>TOTAL LOTS</b>	<b>140</b>	

STREET SUMMARY	
STREET TYPE	NAME
RESIDENTIAL LOCAL STREET	BLANKETFLOWER ST, BITTERROOT CT, BITTERROOT ST, BLUE GAMMA ST, CROWN SPARROW ST., CAREX ST, CHIMNEY BELLS ST, RED POPPY ST, SALIX ST., STIPA ST
RESIDENTIAL COLLECTOR W/O PARALLEL PARKING	MORNING VIEW ST
MAJOR ARTERIAL	VETERANS PARKWAY
EMERGENCY VEHICLE ACCESS - 20'	EVA

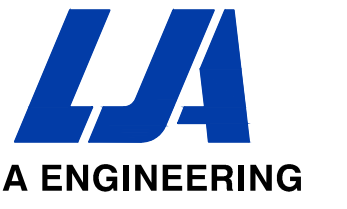
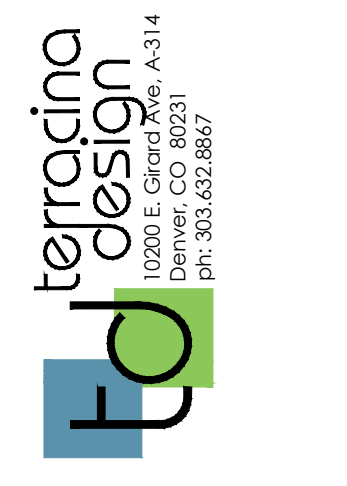
OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
OUTLOT A	LANDSCAPE, PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	72,659	1.67
OUTLOT B	DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	28,160	0.65
OUTLOT C	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	16,399	0.38
OUTLOT D	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	13,468	0.31
OUTLOT E	DRAINAGE / DETENTION POND	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	109,721	2.52
OUTLOT F	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	3,647	0.08
			<b>TOTAL AREA</b>	<b>244,054</b>	<b>5.60</b>

**LEGEND**

- Property Line
- Right of Way Line
- Centerline
- Easement Line
- Lot Line
- Site Line
- Sight Distance Line
- Top of Embankment
- 100-YR W.S.E.
- Retaining Wall
- Prop. Asphalt Pavement
- Prop. Asphalt Mill & Overlay
- Prop. Concrete Pavement
- Prop. Concrete Walk
- Prop. Crushed Fines
- Ex. Concrete Walk
- Ex. Asphalt Pavement
- Sight Distance Area
- Pipe Encasement
- Pipe Restraining
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Ex. Sanitary Line
- Ex. Water Line
- Ex. Storm Sewer Line
- Ex. Irrigation Pipe
- Ex. Fiber Optic Line
- Ex. Gas Line
- Ex. Telephone Line
- Ex. Overhead Electric
- Ex. Fence
- Sanitary Service Line
- Water Service Line
- Sanitary Sewer Manhole
- Fire Hydrant
- Thrust Block
- Water Valve
- Water Meter
- Storm Manhole
- Ex. Sanitary Sewer Manhole
- Ex. Water Valve
- Ex. Fire Hydrant
- Ex. Storm Manhole
- Ex. Street Light
- Ex. Sign
- Prop. Street Light
- Prop. Sign
- Proposed Major Contour
- Proposed Minor Contour
- Existing Major Contour
- Existing Minor Contour
- Block and Lot Number

**GENERAL ABBREVIATIONS**

- A.E. ACCESS EASEMENT
- BKL BIKE LANE
- BL CONST BASELINE OF CONSTRUCTION
- BS BOTTOM ELEVATION OF RISE
- B.S.I. BY SEPARATE INSTRUMENT
- CDS CUL-DE-SAC
- CE CURB EXTENSION
- CL CENTERLINE
- CT CURB TRANSITION
- CWN CROWN
- DBO DESIGN BY OTHERS
- DC MEDIAN CURB & GUTTER
- D.E. DRAINAGE EASEMENT
- DIST. DISTANCE
- D.U.E. DRAINAGE & UTILITY EASEMENT
- EOA EDGE OF ASPHALT
- EOP EDGE OF PAVEMENT
- E.A.E. EMERGENCY ACCESS EASEMENT
- E.ATT.E. EXISTING AT&T EASEMENT
- E.P.E. EXISTING PIPELINE EASEMENT
- ESMT. EASEMENT
- FES FLARED END SECTION
- FGB FINISHED GROUND AT BOTTOM WALL ELEVATION
- FGT FINISHED GROUND AT TOP WALL ELEVATION
- FH FIRE HYDRANT
- FL FLOWLINE
- FV FIELD VERIFY
- G FINISHED GROUND
- G.E. GAS EASEMENT
- G.O.E. GAS & OIL EASEMENT
- GV GATE VALVE
- HP HIGH POINT
- I.E. IRRIGATION EASEMENT
- LL LOT LINE
- LP LOW POINT
- LTWD LITTLE THOMPSON WATER DISTRICT
- MC MOUNTABLE CURB & GUTTER
- MH MANHOLE
- MSE MECHANICALLY STABILIZED EARTH
- P PAVEMENT
- P&P PLAN & PROFILE
- P.A.E. PUBLIC ACCESS EASEMENT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PCR POINT OF CURB RETURN
- PERF. PREFORATED
- PGL PROFILE GRADE LINE
- PI POINT OF INFLECTION
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R.O.W. RIGHT OF WAY
- RN RECORDING NUMBER
- S.E. SANITARY EASEMENT
- SD.E. SIGHT DISTANCE EASEMENT
- SEC SECTION LINE
- SL SANITARY LINE
- SS SANITARY SERVICE
- SW SIDEWALK
- SW.E. SIDEWALK EASEMENT
- TB THRUST BLOCK
- TC TOP OF CURB
- T.C.E. TEMP. CONSTRUCTION EASEMENT
- TEMP. TEMPORARY
- TRANS. TRANSITION
- TR.E. TRANSPORTATION EASEMENT
- TS TOP ELEVATION OF RISER
- UD UNDERDRAIN
- U.E. UTILITY EASEMENT
- U.G.E. UTILITY & GAS EASEMENT
- VC VERTICAL CURB & GUTTER
- W.E. WATER EASEMENT



PROJECT NAME

**REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

**TABLES &  
ABBREVIATIONS**

SHEET NUMBER

C.3

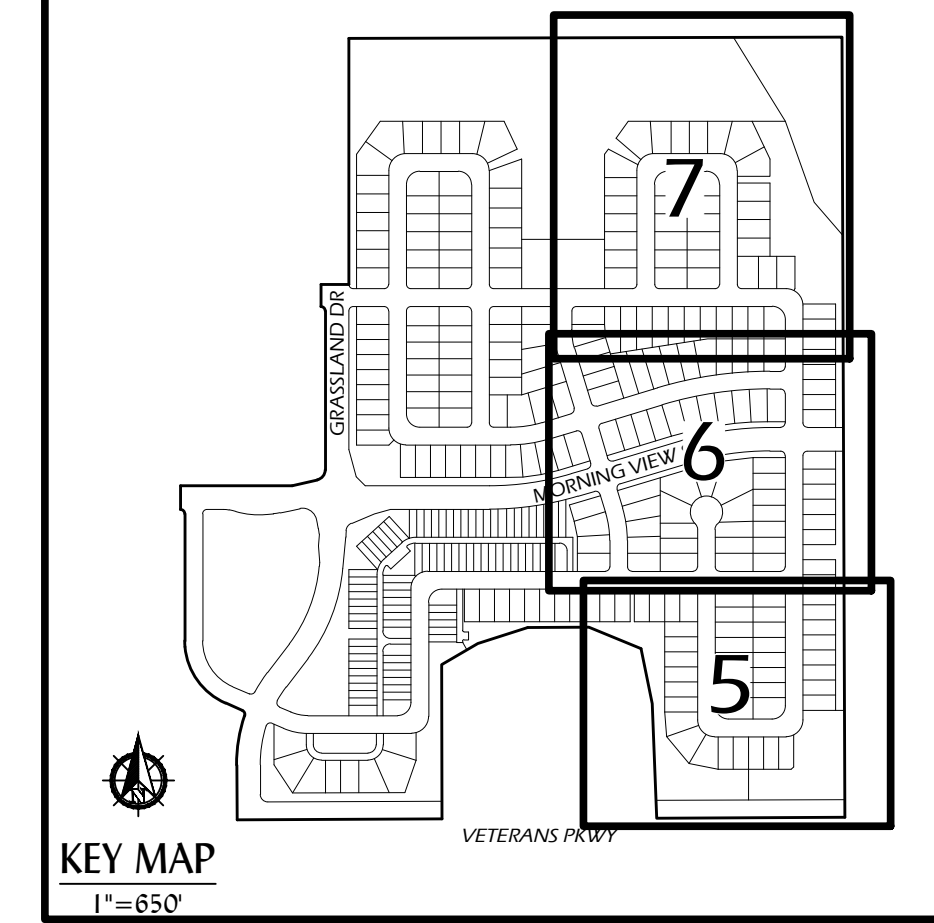
SHEET 4 OF 36



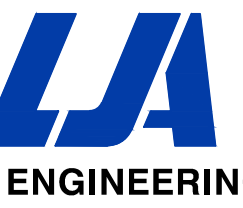
# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTES:

- SEE SHEET 4 (C.4) FOR GENERAL ABBREVIATIONS LIST, GENERAL NOTES, AND LEGEND.
- ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



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PROJECT NAME

REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

04/16/2024

REVISION DATE:

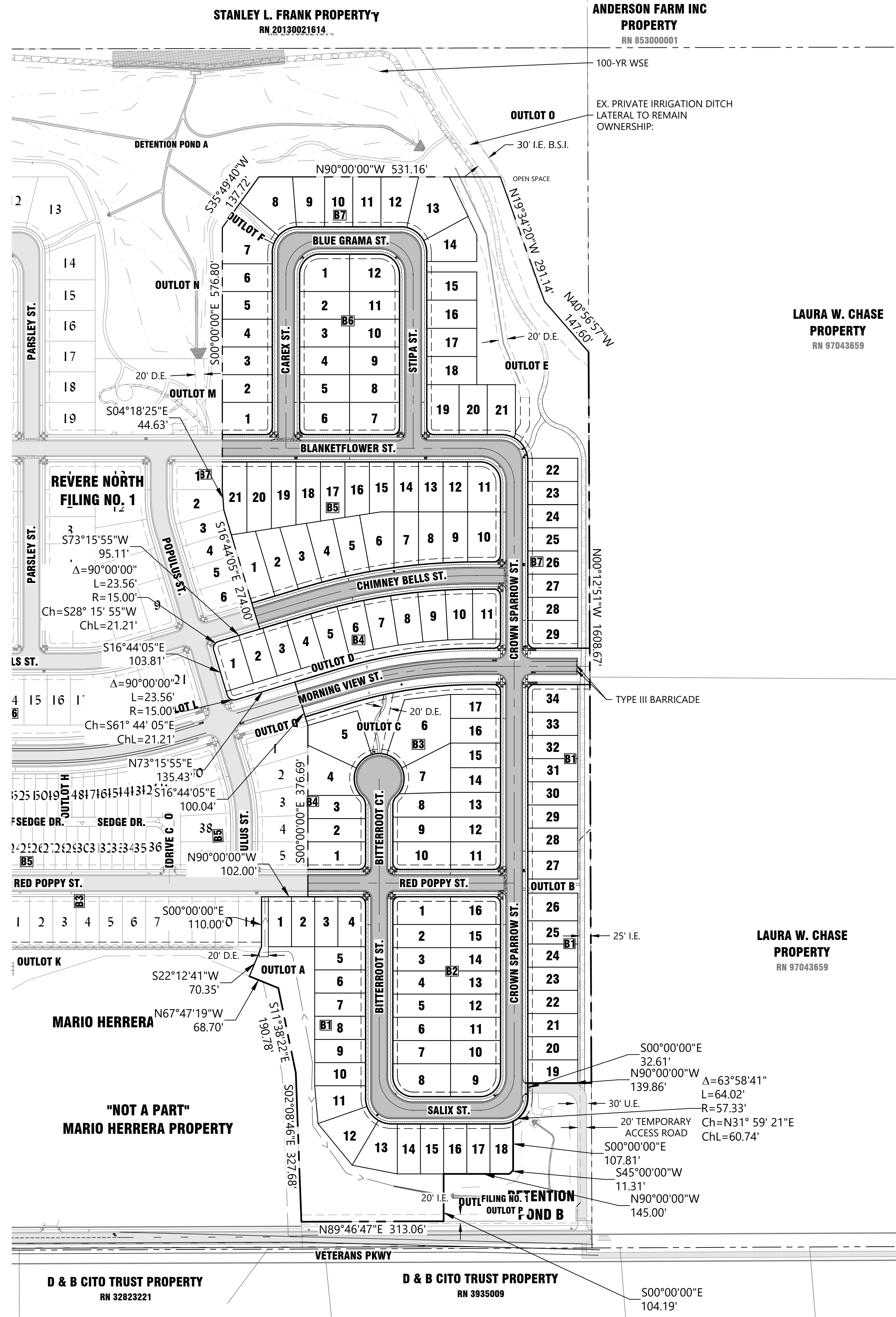
SHEET TITLE

# OVERALL PLAN

SHEET NUMBER

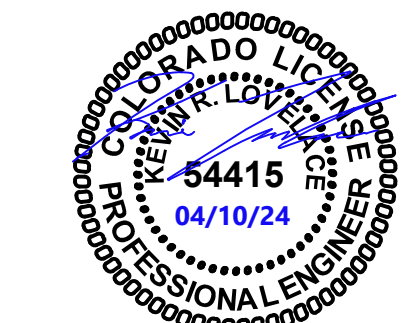
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SHEET 5 OF 36

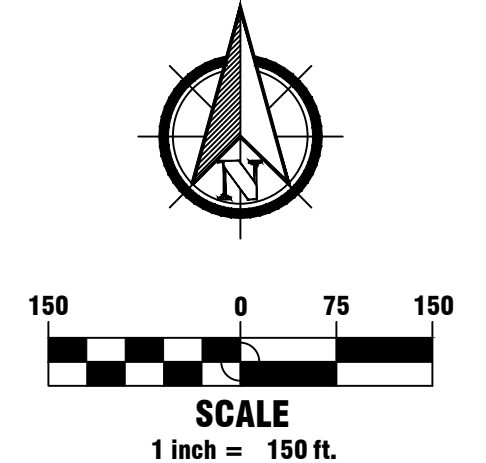


**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°29'31" EAST, A DISTANCE OF 2,648.56 FEET.

**PROJECT BENCHMARK:**  
NGS CONTROL POINT JOHNSON BEING A 1" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. = 5000.64 (NAVD88)



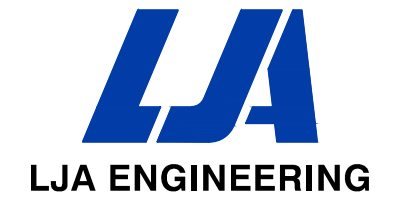
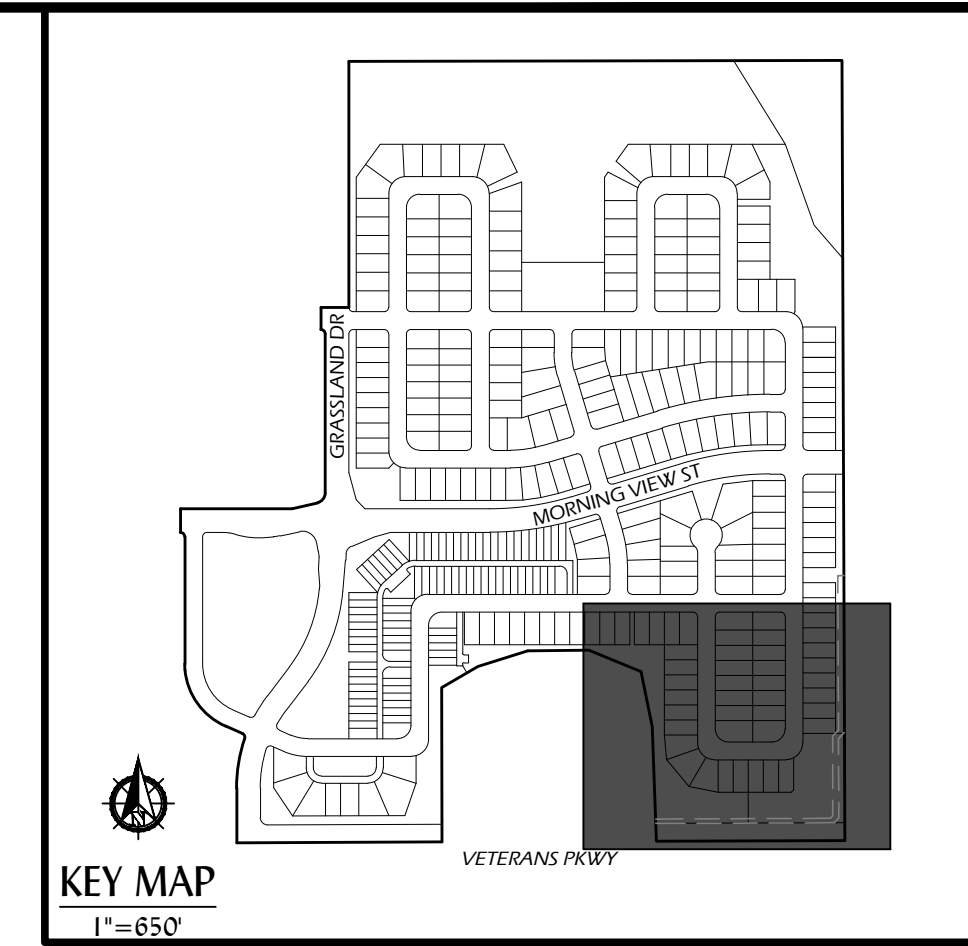
These plans are not construction documents, signature and seal is provided per Johnstown requirements. See separate construction document set for construction plans & details.



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# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
- SEE SHEET 4 (C.4) FOR GENERAL ABBREVIATIONS LIST, GENERAL NOTES, AND LEGEND.
  - ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.

PROJECT NAME

REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

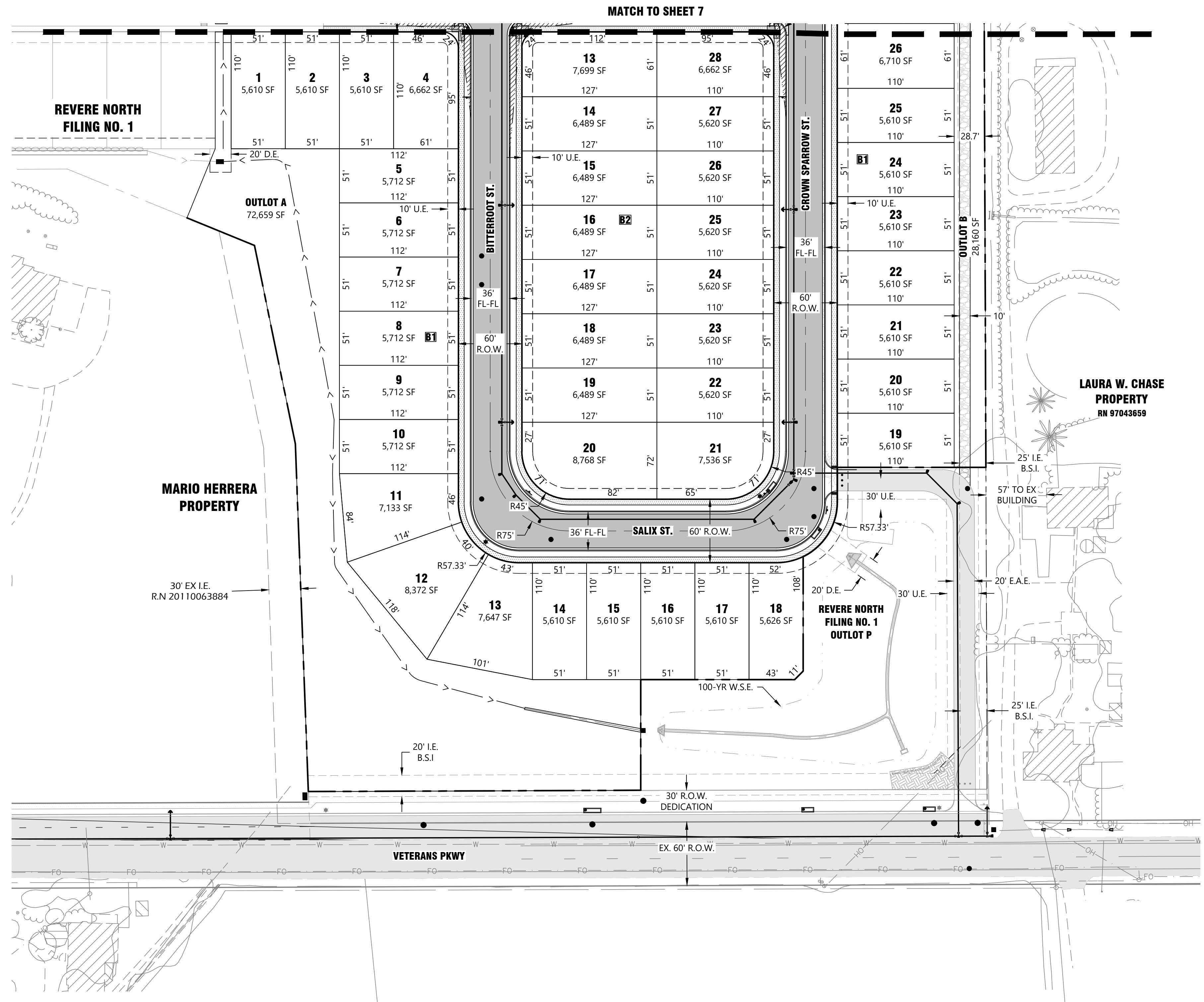
SUBMITTAL DATE:  
04/16/2024  
REVISION DATE:

SHEET TITLE

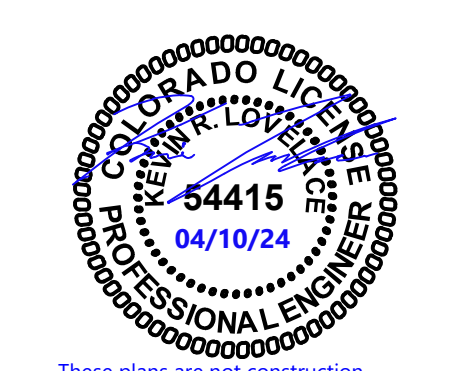
SITE PLAN

SHEET NUMBER

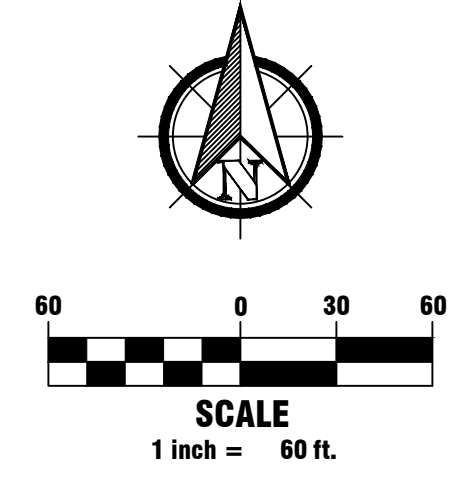
C.5  
SHEET 6 OF 36



**PROJECT BENCHMARK:**  
 NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
 DATUM ELEV. = 5000.64 (NAVD88)

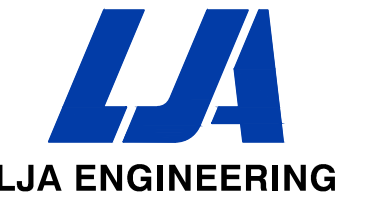


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# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024  
REVISION DATE:

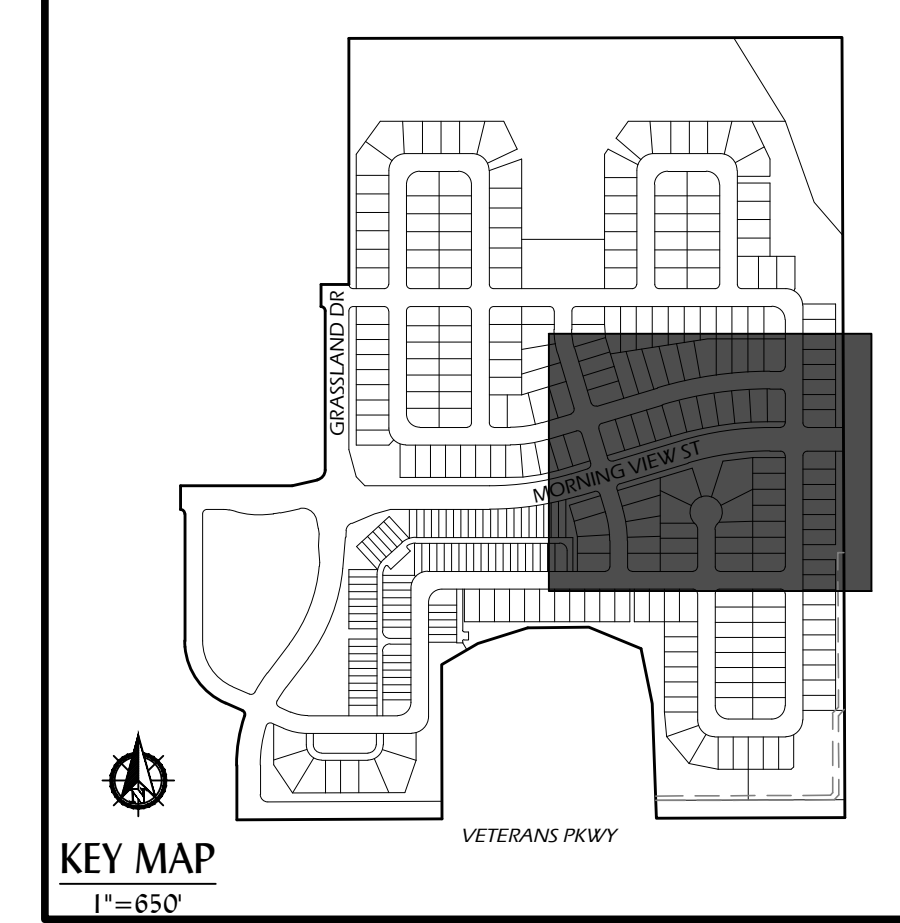
SHEET TITLE

# SITE PLAN

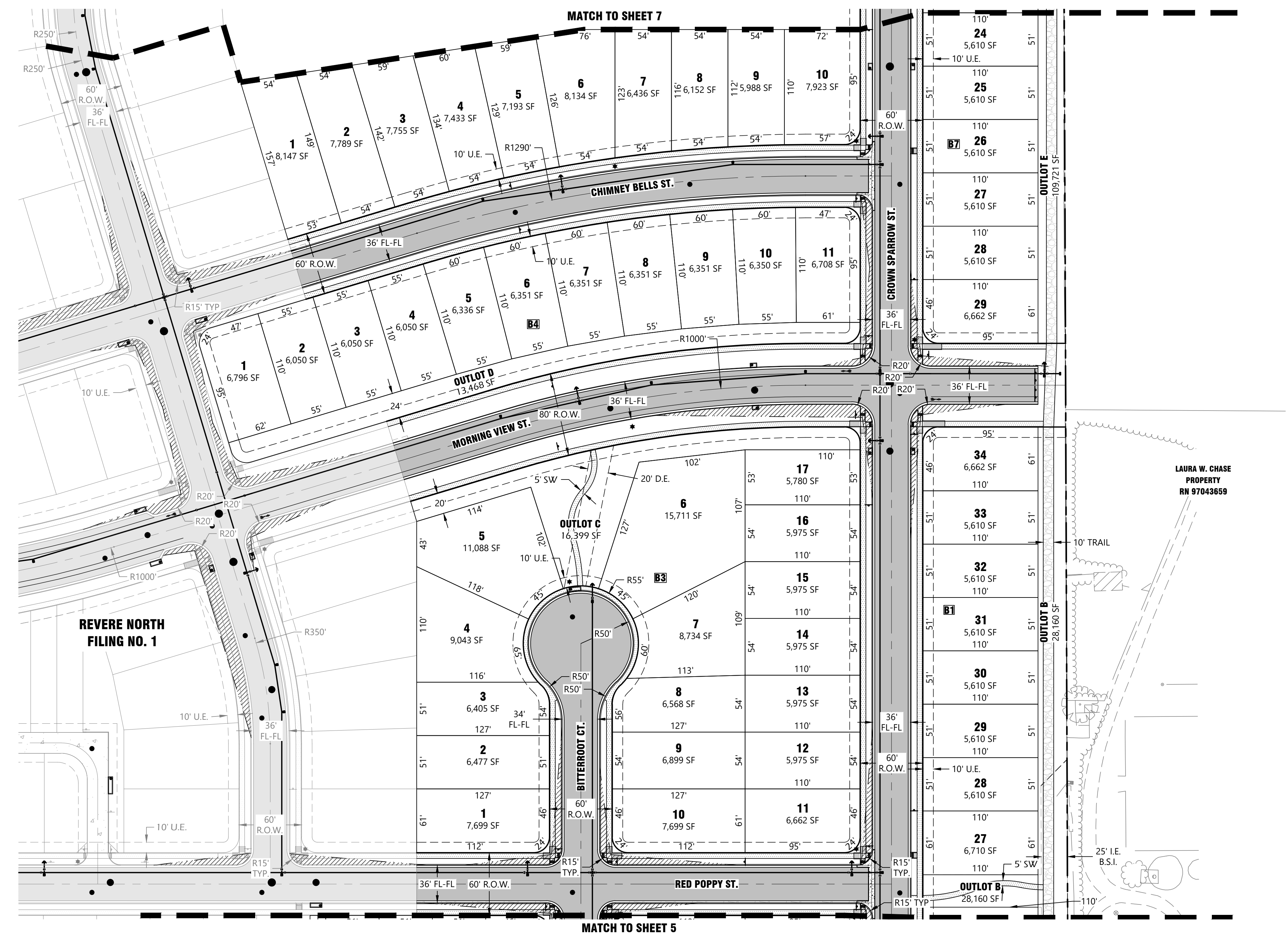
SHEET NUMBER

# C.6

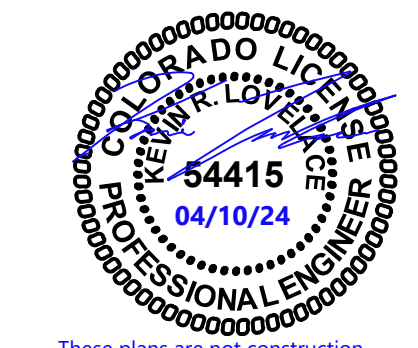
SHEET 7 OF 36



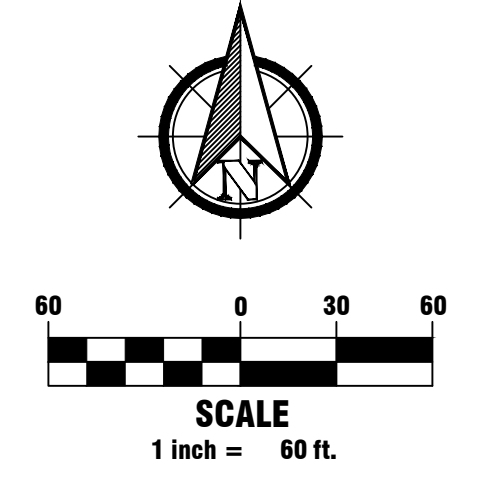
NOTES:  
1. SEE SHEET 4 (C.4) FOR GENERAL ABBREVIATIONS LIST, GENERAL NOTES, AND LEGEND.  
2. ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



LAURA W. CHASE  
PROPERTY  
RN 97043659



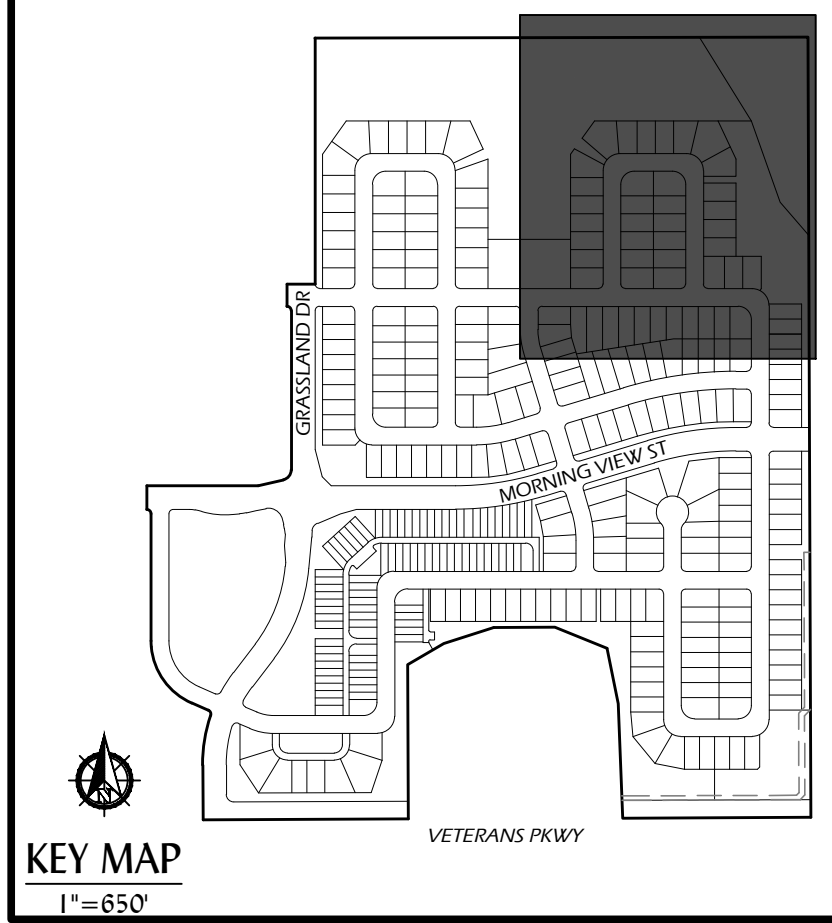
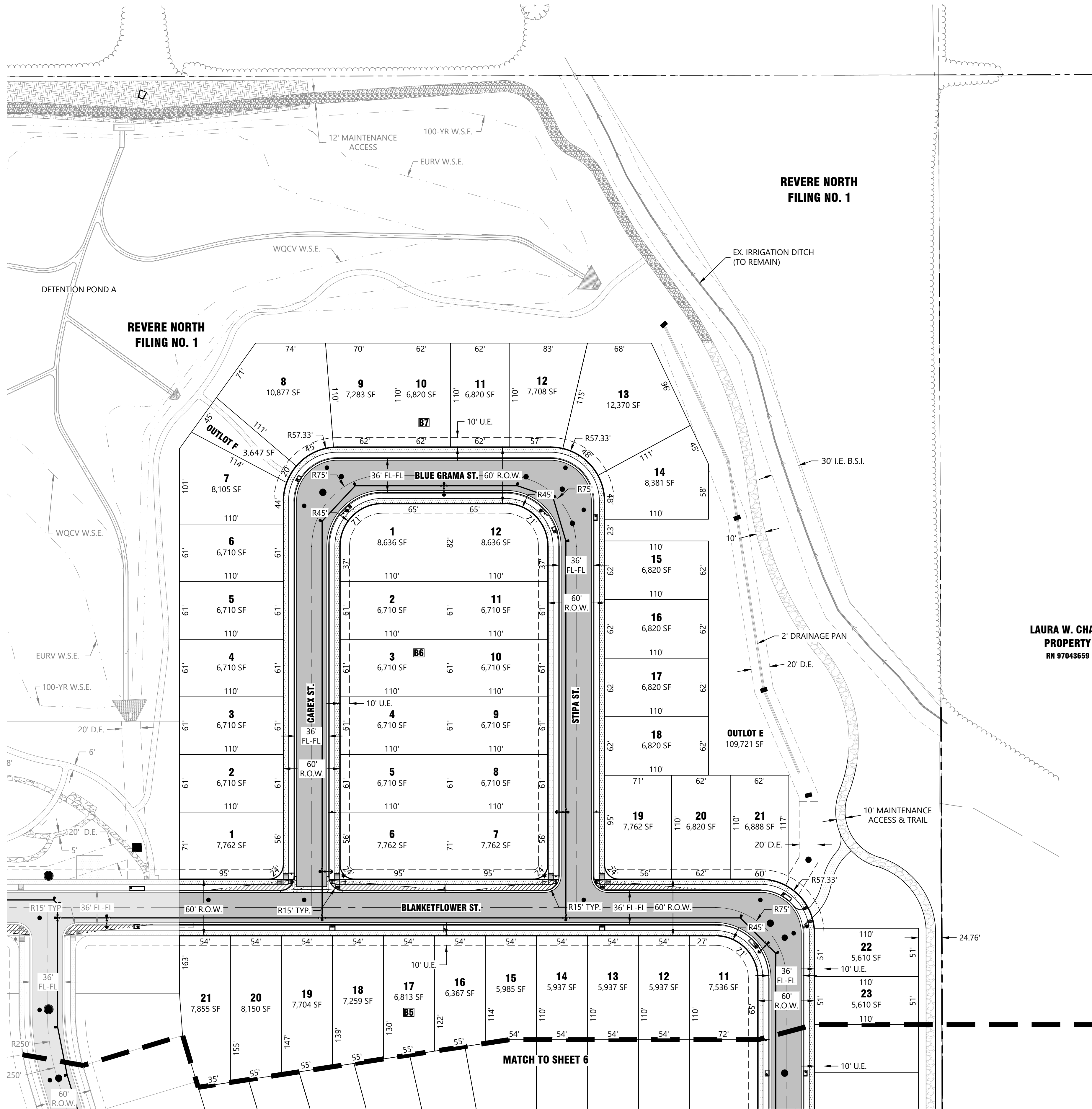
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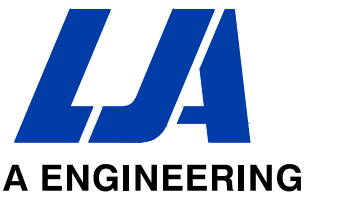
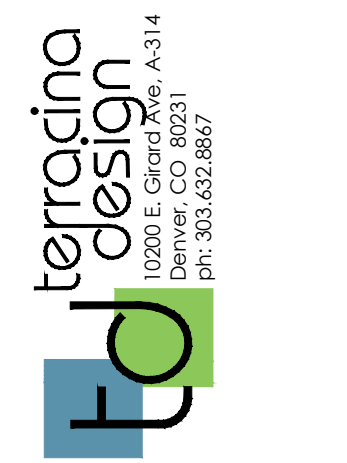
**PROJECT BENCHMARK:**  
NGS CONTROL POINT 'JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOYS RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. = 5000.64 (NAVD88)



# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
- SEE SHEET 4 (C.4) FOR GENERAL ABBREVIATIONS LIST, GENERAL NOTES, AND LEGEND.
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PROJECT NAME

REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

04/16/2024

REVISION DATE:

SHEET TITLE

**SITE PLAN**

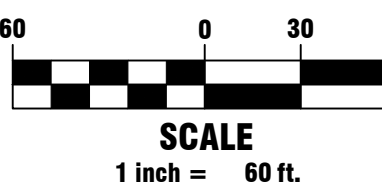
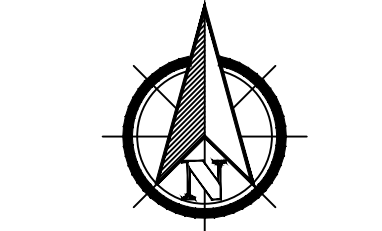
SHEET NUMBER

**C.7**

SHEET 8 OF 36



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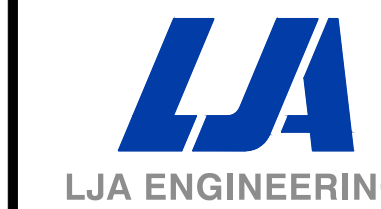
**PROJECT BENCHMARK:**  
NGS CONTROL POINT 'JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. - 5000.64 (NAVD88)



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

04/16/2024

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SHEET TITLE

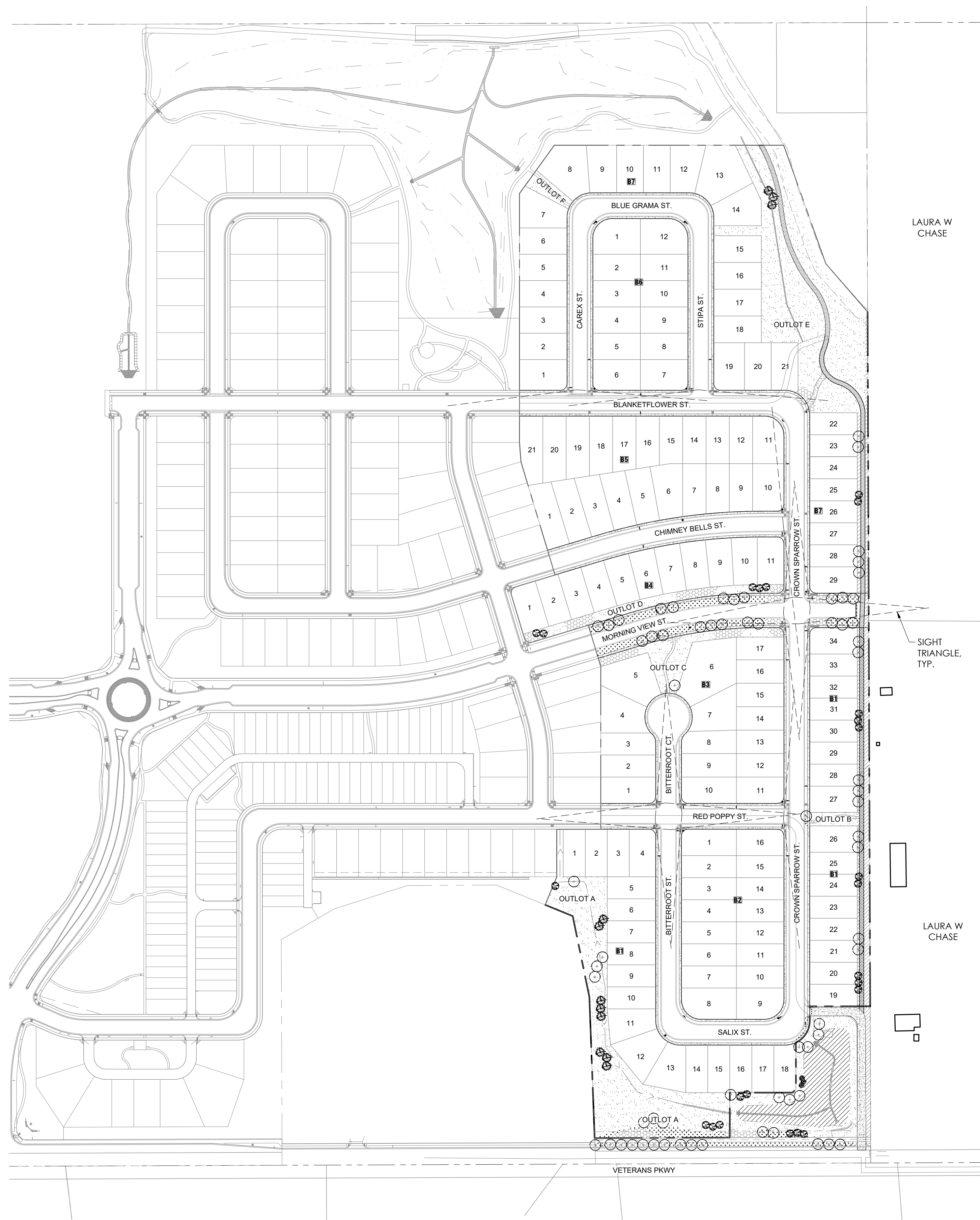
OVERALL  
LANDSCAPE  
PLAN

SHEET NUMBER

L.1

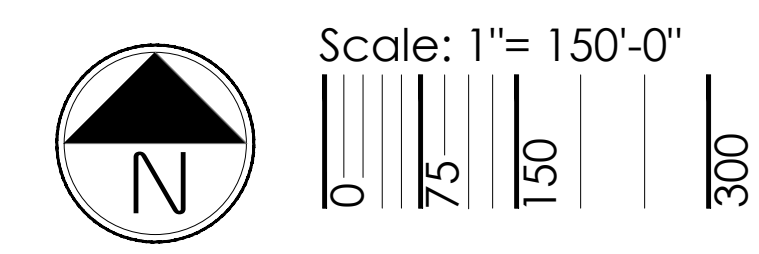
SHEET 9 OF 21

NOT FOR CONSTRUCTION



### LEGEND

- CRUSHER FINES
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- DROUGHT TOLERANT SOD
- SHRUB BED
- CONCRETE
- ROCK MULCH
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES

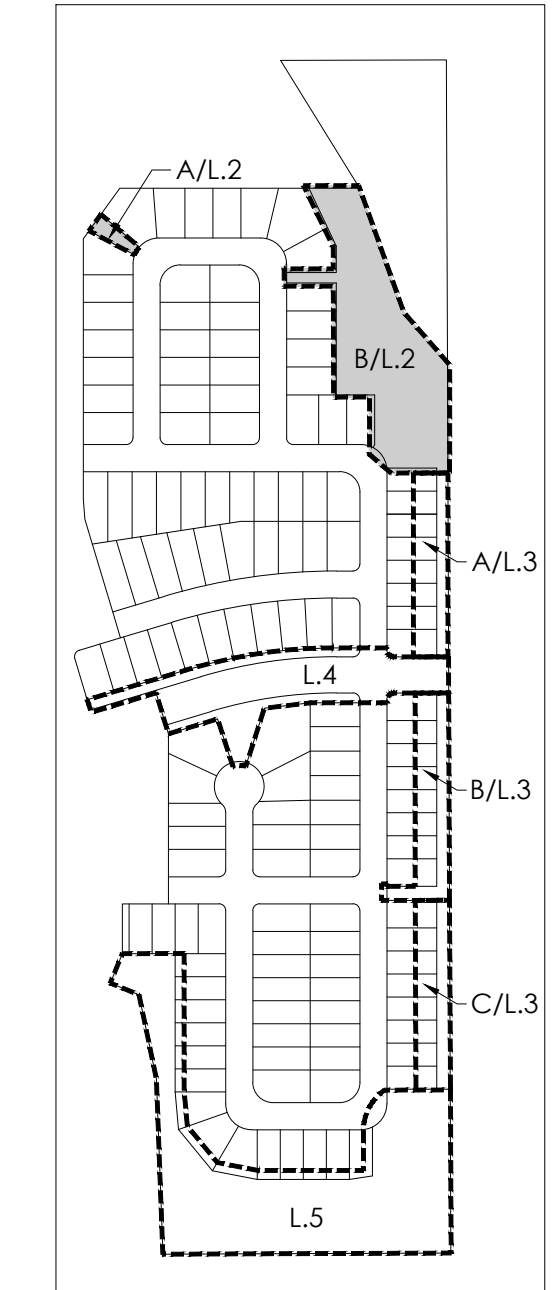


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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

KEY MAP



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

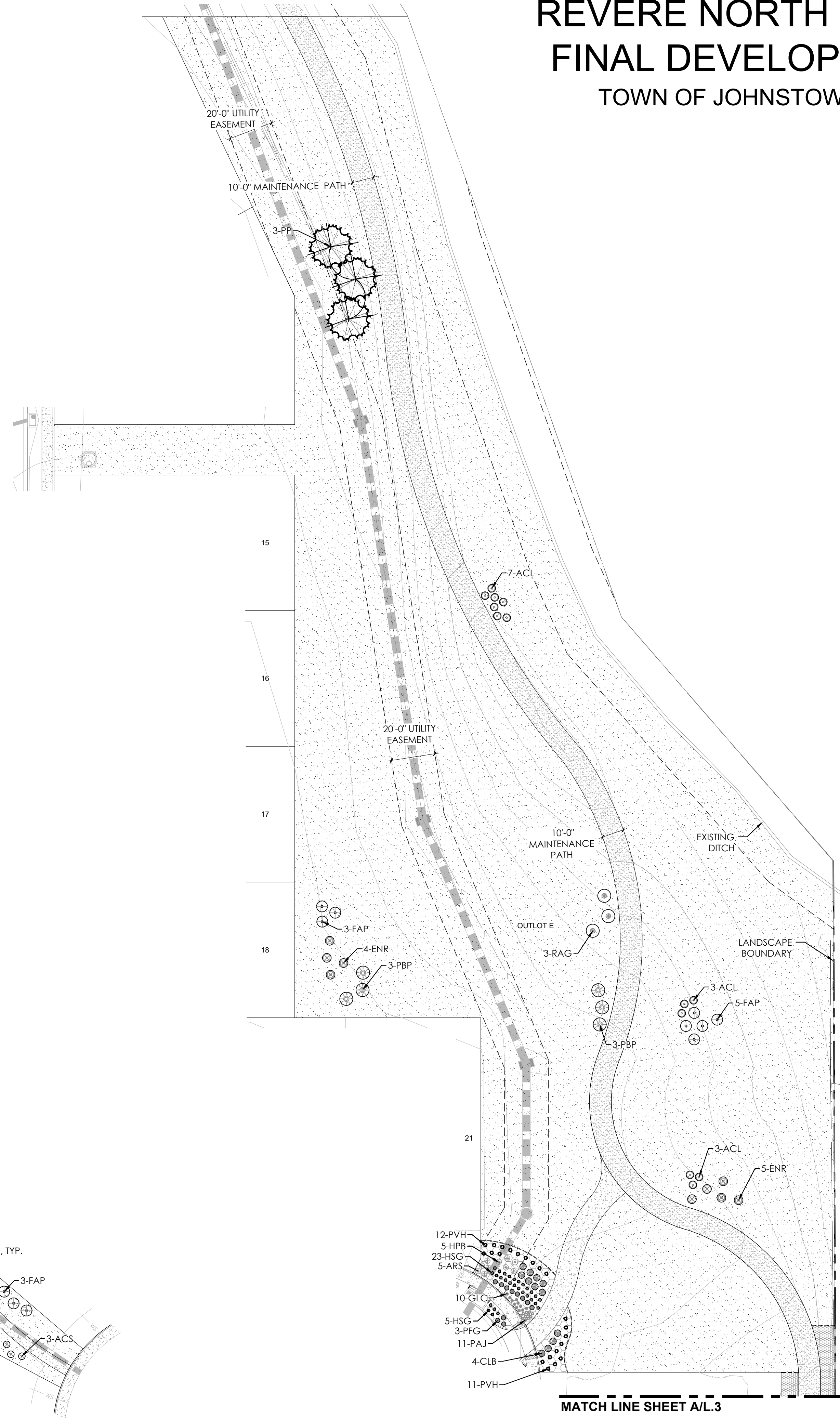
REVISION DATE:

SHEET TITLE

**LANDSCAPE PLANS**

SHEET NUMBER

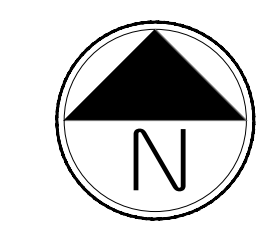
**L.2**  
SHEET 10 OF 21



### LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS

NOT FOR CONSTRUCTION



Scale: 1" = 30'-0"  
0 15 30 60

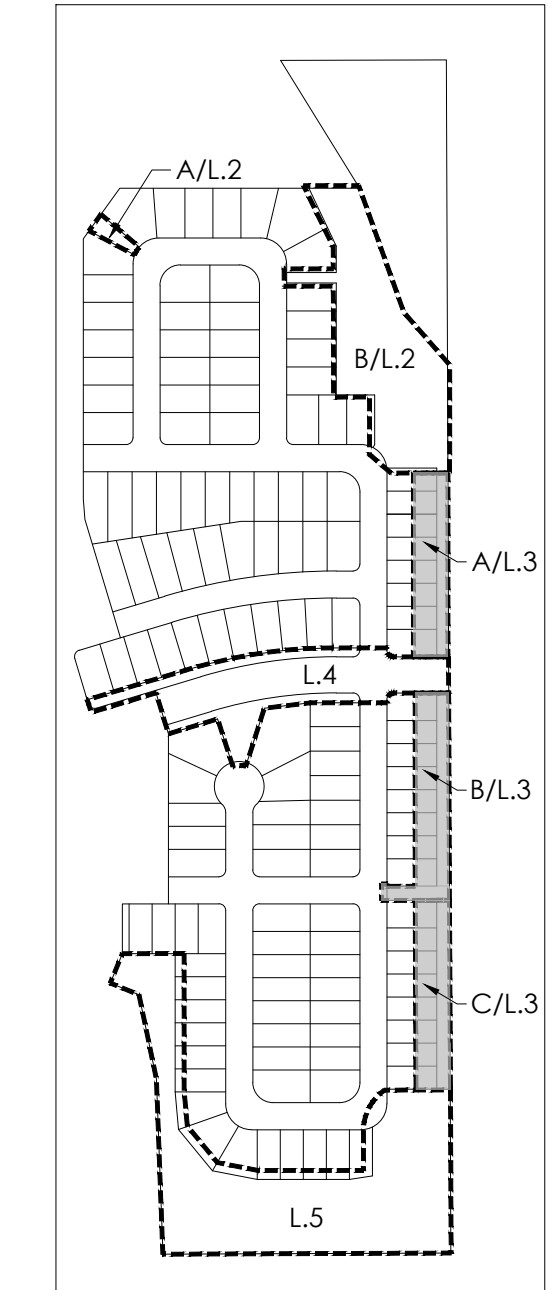
MATCH LINE SHEET A/L.3

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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

KEY MAP



Know what's below.  
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PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

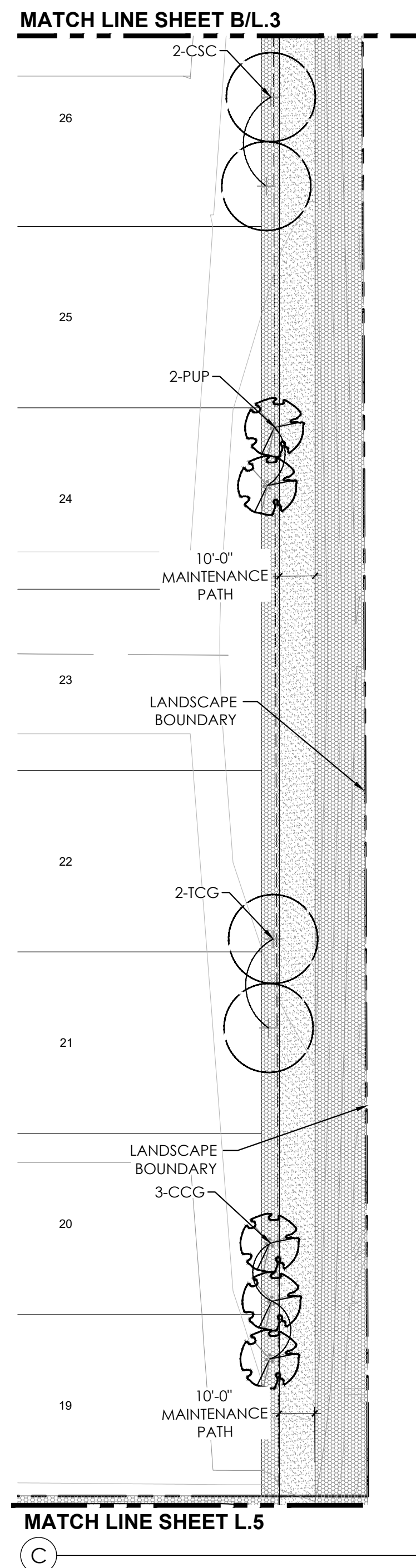
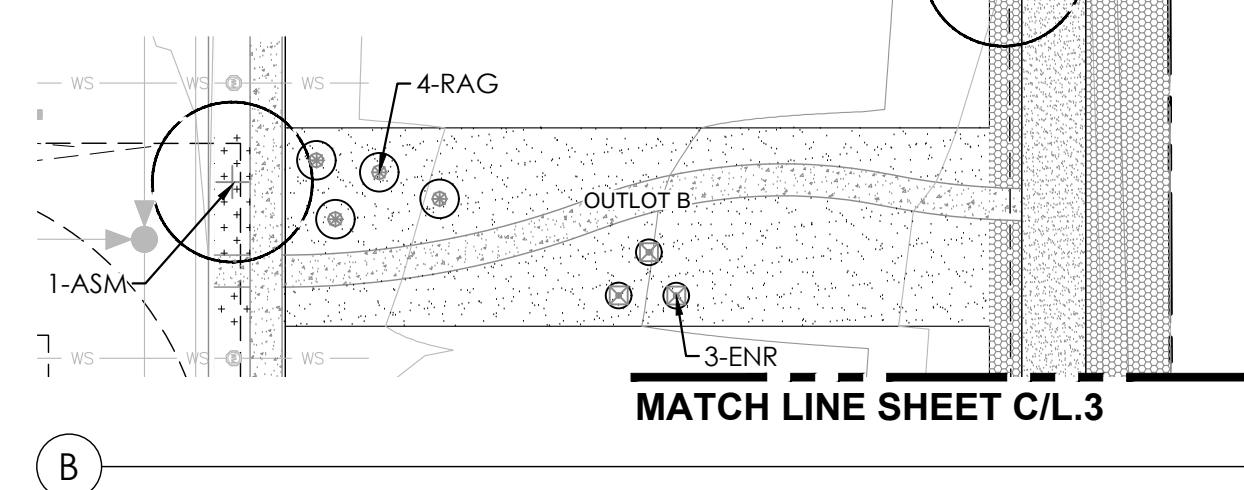
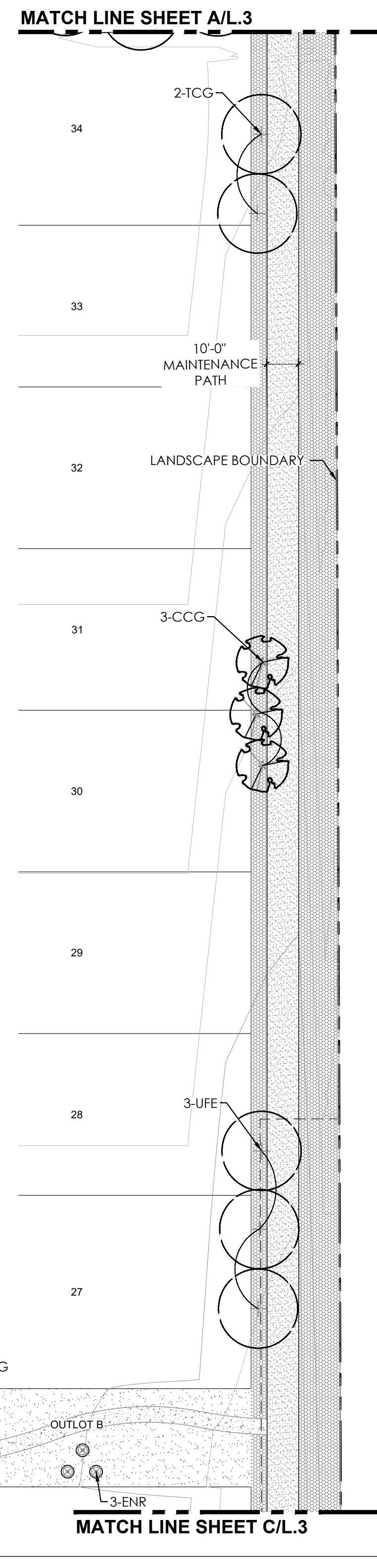
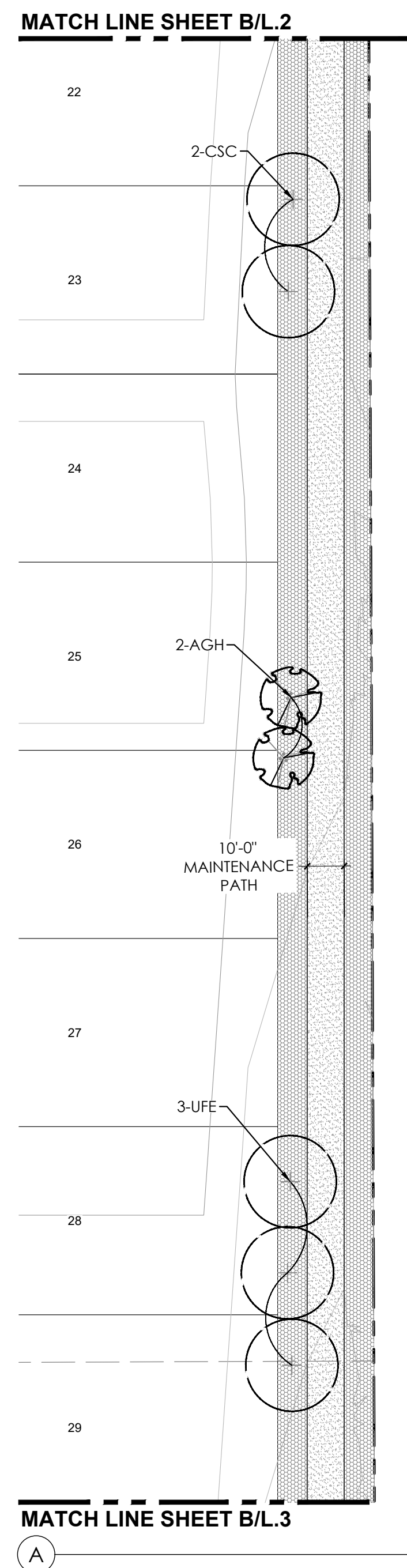
SHEET TITLE

**LANDSCAPE  
PLANS**

SHEET NUMBER

**L.3**

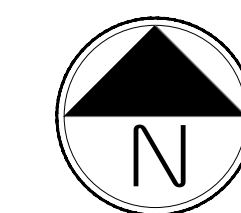
SHEET 11 OF 21



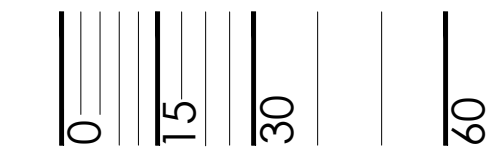
### LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS

NOT FOR CONSTRUCTION



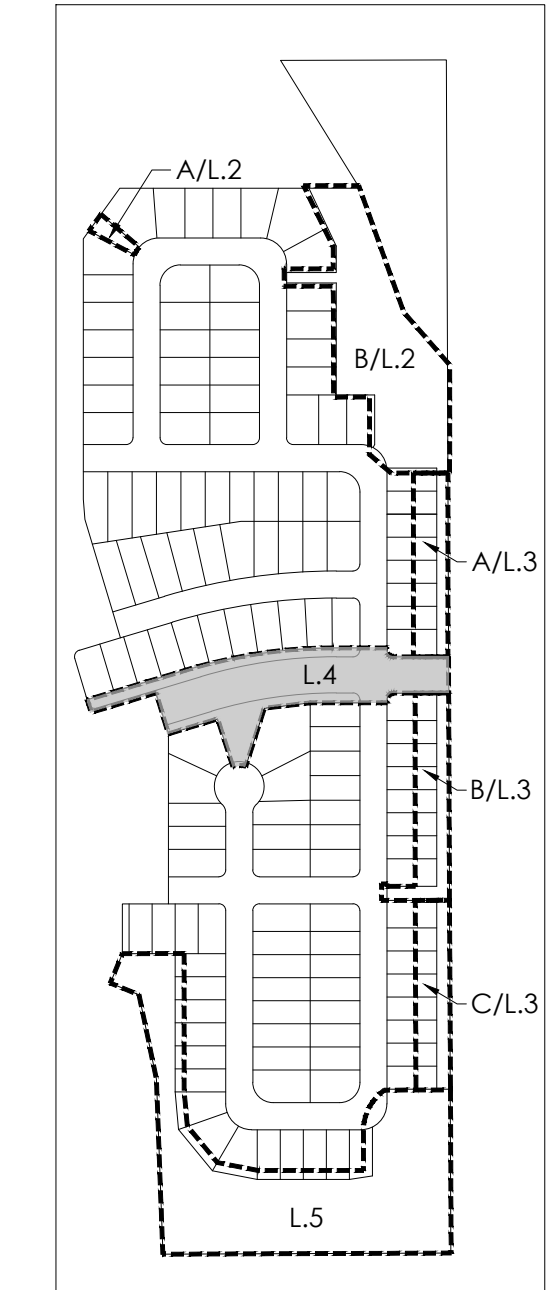
Scale: 1" = 30'-0"





# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

KEY MAP



Know what's below.  
Call before you dig.



LJA ENGINEERING

PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

04/16/2024

REVISION DATE:

SHEET TITLE

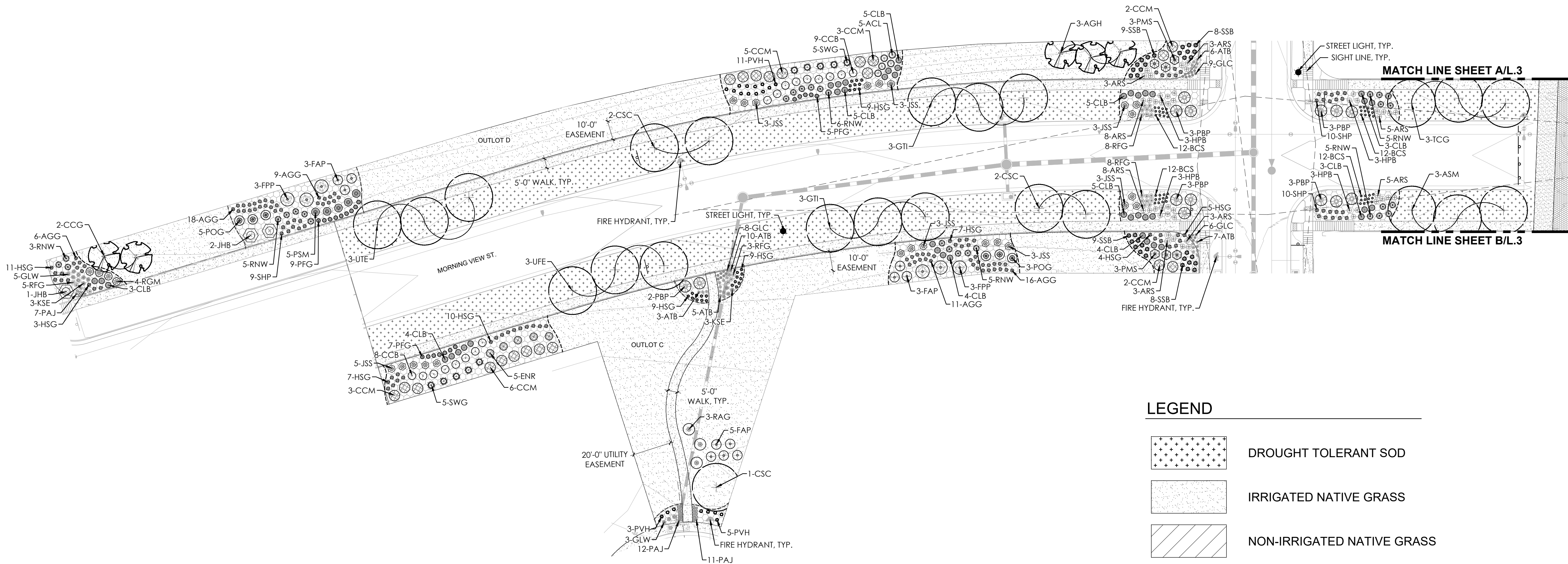
LANDSCAPE  
PLANS

SHEET NUMBER

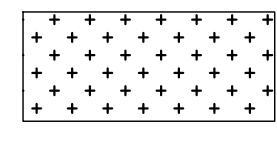


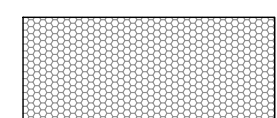
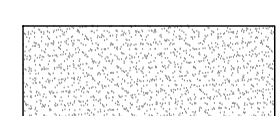
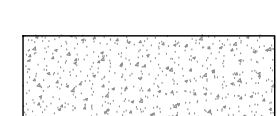
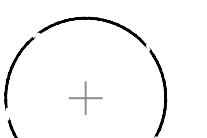
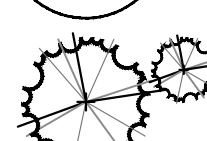

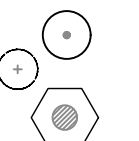
L.4

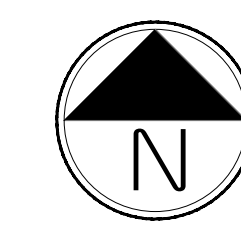
SHEET 12 OF 21

NOT FOR CONSTRUCTION

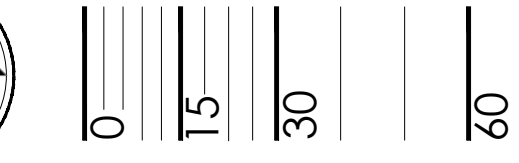


### LEGEND

-  DROUGHT TOLERANT SOD
-  IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  ROCK MULCH
-  CRUSHER FINES
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES
-  SHRUBS



Scale: 1" = 30'-0"

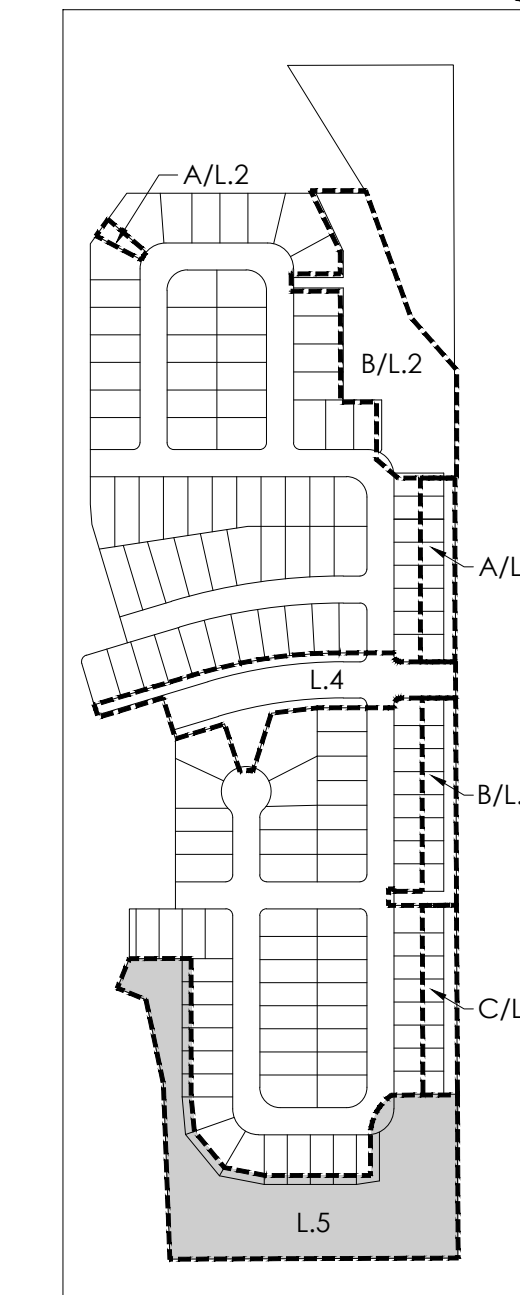


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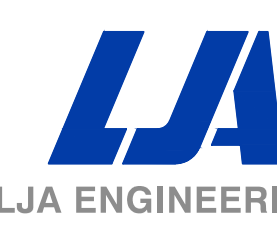
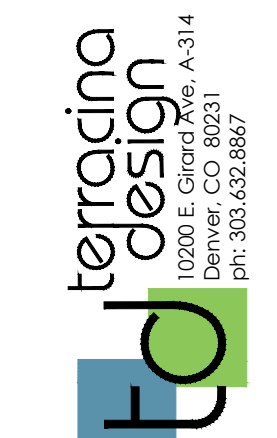


# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

### KEY MAP



Know what's below.  
Call before you dig.



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

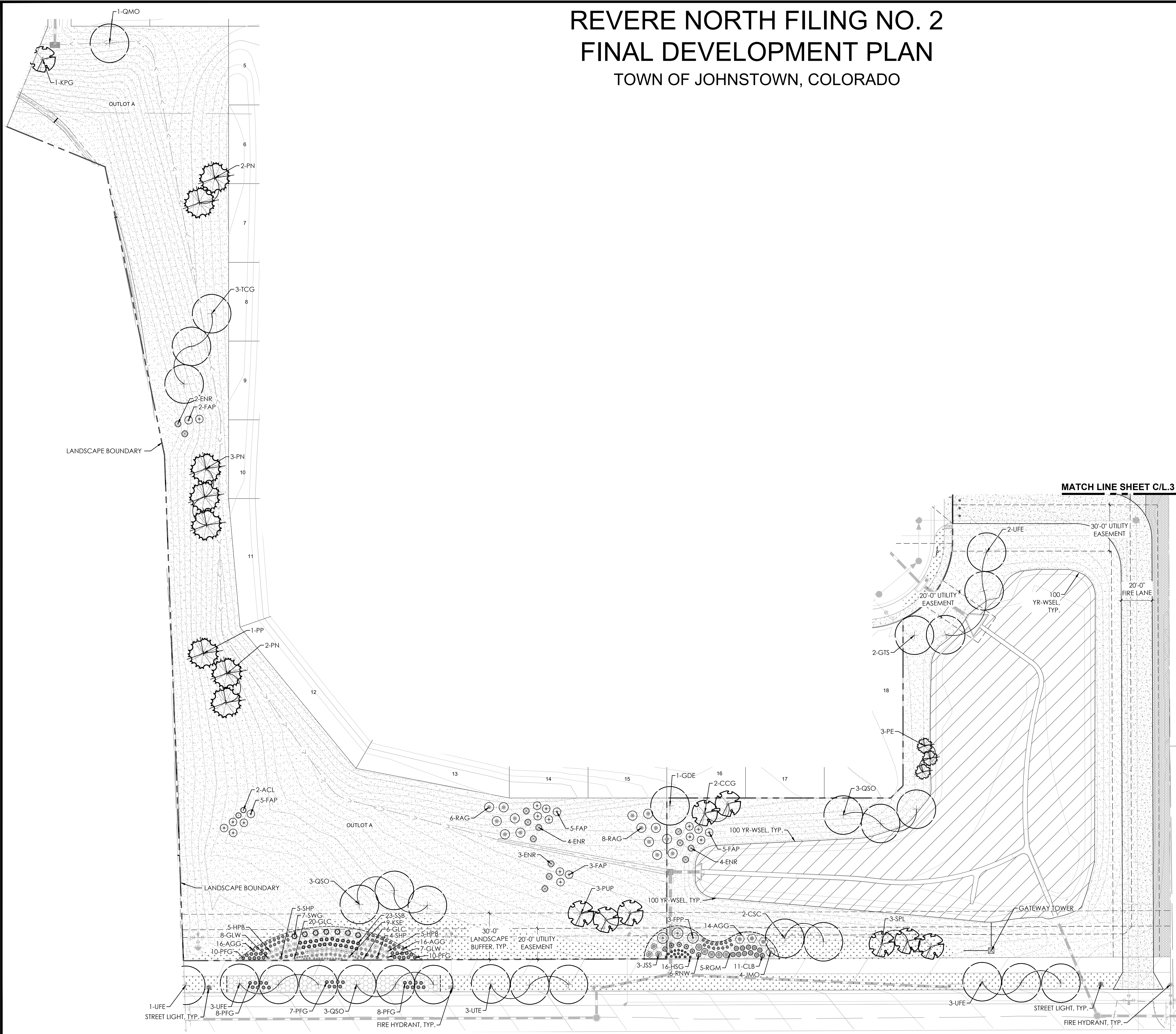
REVISION DATE:

SHEET TITLE

**LANDSCAPE PLANS**

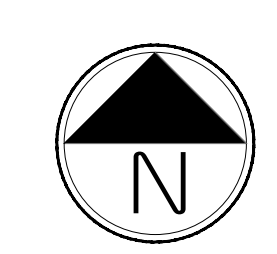
SHEET NUMBER

**L.5**  
SHEET 13 OF 21



### LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS



Scale: 1"= 30'-0"  
0 15 30 60

NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

## LANDSCAPE DESIGN INTENT STATEMENT

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

**PARKS**  
THE PARK AT REVERE NORTH FILING NO. 2 HAS ACTIVE AND PASSIVE FEATURES TO ACCOMMODATE THE RECREATIONAL NEEDS OF VARIOUS AGE GROUPS. A NATURE PLAY AREA FOR THE YOUNGEST USERS IS ADJACENT TO SHADED SEATING AND MEANDERING WALKS. AN OPEN TURF AREA PROVIDES SPACE FOR INFORMAL SPORTS. TO THE WEST A 1 AC. DOG PARK WILL PROVIDE A RECREATION AREA FOR PET OWNERS.

## LANDSCAPE NOTES

- THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO REVERE NORTH FILING NO. 2. STANDARDS FOR FUTURE FILINGS MAY VARY.
- LOW AND MODERATE WATER-CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
- TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS. NO TREE OR SHRUBS WILL BE PLANTED WITHIN 5' OF A FIRE HYDRANT.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLES. DECIDUOUS TREES WITHIN SIGHT TRIANGLES SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS A MINIMUM OF 7' ABOVE THE ADJACENT GRADE.
- PLANT MATERIAL CONDITIONS AND QUANTITIES WILL CONFORM TO THE REQUIREMENTS OF THE GREAT PLAINS VILLAGE ODP, PERFORMANCE STANDARDS, AND DESIGN GUIDELINES. THEY WILL BE REVIEWED IN CONJUNCTION WITH THE FINAL PLATS AND FINAL DEVELOPMENT PLANS.
- DECIDUOUS STREET TREES SHALL NOT BE WITHIN 25' OF STREET LIGHTS.
- ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND AASHTO GUIDELINES.
- NO LANDSCAPING SHALL BE PLANTED THAT IMPAIRS DRAINAGE, INCLUDING SWALES AND DRAINAGE OVERFLOW PATHS.
- SOIL AMENDMENTS SHALL MEET TOWN OF JOHNSTOWN LANDSCAPE REQUIREMENTS.
- NO LANDSCAPING OTHER THAN TURF GRASS SHALL BE INSTALLED WITHIN THREE (3) FEET OF A FIRE HYDRANT, INCLUDING OVERHEAD. THIS RESTRICTION INCLUDES ROCKS, FENCES, TREES, SHRUBS OR OTHER OBJECTS THAT MAY INTERFERE WITH FIREFIGHTER ACCESS TO EFFECTIVELY OPERATE THE FIRE HYDRANT.

## PLANT LIST

SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
<b>DECIDUOUS SHADE TREES</b>			
ASM	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2" CAL
CSC	CATALPA SPECIOSA	CATALPA, WESTERN	2" CAL
GTI	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2" CAL
GTS	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2" CAL
QMO	QUERCUS MACROCARPA	OAK, BUR	2" CAL
QSO	QUERCUS SHUMARDII	OAK, SHUMARD	2" CAL
TCG	TILLIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2" CAL
UFE	ULMUS 'FRONTIER'	ELM, FRONTIER	2" CAL
UTE	ULMUS X TRIUMPH	ELM, TRIUMPH	2" CAL
<b>ORNAMENTAL TREES</b>			
AGH	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	6'-8" HT MULTI
CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8" HT MULTI
KPG	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5" CAL
PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	1.5" CAL
SPL	SYRINGA PEKINENSIS	LILAC, PEKING	1.5" CAL
<b>EVERGREEN TREES</b>			
PE	PINUS EDULIS	PINE, PINON	6'-8" HT
PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8" HT
PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8" HT
<b>EVERGREEN SHRUBS</b>			
JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	#5 CONT.
JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
PMS	PINUS MUGO 'SLOW MOUND'	PINE, MUGO SLOW MOUND	#5 CONT.
<b>DECIDUOUS SHRUBS</b>			
ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
CCM	COTINUS COGGYGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
CCB	CHRYSOTHAMNUS NAUSEOSUS 'ALBICAULIS'	SPIREA, BLUE MIST	#5 CONT.
CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
FPP	FORESTIERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRY	#5 CONT.
PPG	POTENTILLA FRUITICOSA 'GOLDSTAR'	POTENTIALIA, GOLD STAR	#5 CONT.
POG	PHYSOCARPUS OPULIFOLIUS 'DARTS GOLD'	NINEBARK, DARTS GOLD	#5 CONT.
PSM	PHILADELPHUS X 'SNOW BELLE'	MOCKORANGE, SNOW BELLE	#5 CONT.
RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DW ARF FRAGRANT	#5 CONT.
RGM	RIBES ALPINUM 'GREEN MOUND'	CURRENT, GREEN MOUND	#5 CONT.
RNW	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
<b>ORNAMENTAL GRASSES</b>			
AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
SHP	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.
SSB	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
<b>PERENNIALS</b>			
ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
ATB	ASCLEPIAS TUBEROSA	BUTTERFLY WEED	F15
GLC	GAURA LINDHEIMERI 'CRIMSON'	WHIRLING BUTTERFLIES 'CRIMSON'	F15
GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
KSE	KNIPHOFIA 'STARK'S EARLY HYBRIDS'	TORCHLILY, RED	#1 CONT.
RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
PAJ	PERSICARIA AFFINIS	HIMALAYAN BORDER JEWEL	F15

## PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
<b>GRASSES</b>		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRIUM SCOPARIUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*
<b>TOTAL:12</b>		

## PBSI LOW GROW SEED MIX

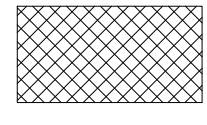
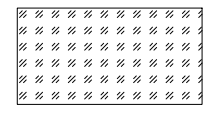
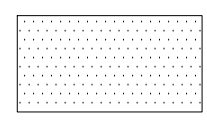
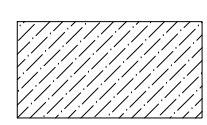
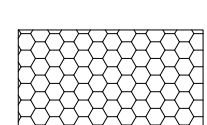
LBS/ACRE	BOTANICAL NAME	COMMON NAME
<b>GRASSES</b>		
7.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
6.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
5	DISTICHLIS STRICTA	INLAND SALTGRASS, NATIVE
3.75	JUNUCUS BALTICUS	BALTIC RUSH, NATIVE*
2.5	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
<b>TOTAL:25</b>		

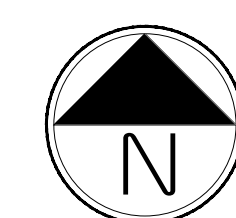
\*ALWAYS INCLUDE THESE KEY SPECIES, MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX  
\*\*1/4 LBS MIN. PER SPECIES ORDER

## SEED MIX AVAILABLE THROUGH:

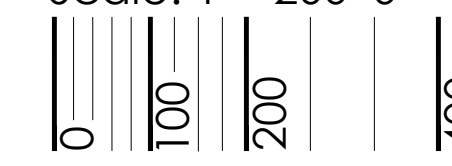
PAWNEE BUTTES SEED, INC.  
605 25TH ST.  
GREELEY, COLORADO 80631  
(970) 356-7002

## LEGEND

-  ARTERIAL BUFFER
-  ARTERIAL ROW
-  COLLECTOR ROW
-  PRIVATELY OWNED & OPERATED LAND
-  DETENTION AREA



Scale: 1" = 200'-0"

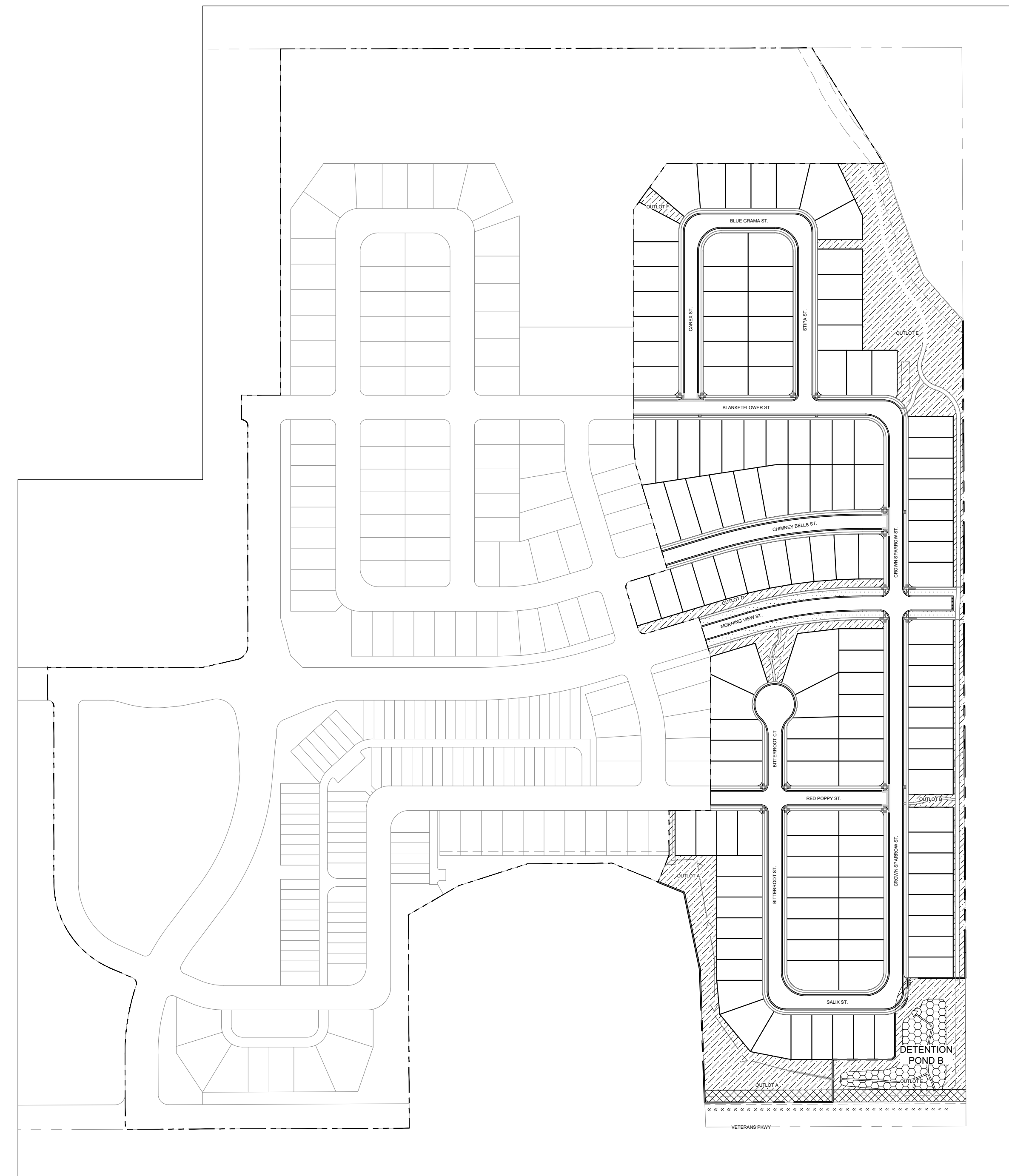


## LANDSCAPE AREA TABLE

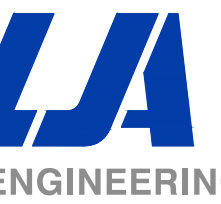
	Length (LF)	Area (SF)	Trees Required	Shrubs Required	Trees Proposed	Shrubs Proposed
<b>Arterial Buffer</b>						
1 tree + 5 shrubs per 2000 square feet		19,193	10	50	8	52
<b>Arterial ROW</b>						
1 tree + 5 shrubs per 1000 square feet		6,167	7	35	13	23
<b>Collector ROW</b>						
1 tree per 50 linear ft. and 1 shrub per 2000 square feet	1088	18,044	22	9	22	21
<b>Privately Owned and Operated Land</b>						
1 tree + 5 shrubs for every 4500 square feet		242,520	54	270	54	280
<b>Detention Areas</b>						
1 tree + 5 shrubs for every 100 linear feet of perimeter	872	27,457	9	45	9	45

NOTE: LANDSCAPE REQUIREMENTS ARE MET CUMULATIVELY BY REVERE NORTH FILING NO. 1 AND REVERE NORTH FILING NO. 2 AS SHOWN IN THE PRELIMINARY DEVELOPMENT PLAN.

## LANDSCAPE AREA MAP



Know what's below.  
Call before you dig.



PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

04/16/2024

REVISION DATE:

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

**L.6**

SHEET 14 OF 21

NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
Call before you dig.



PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

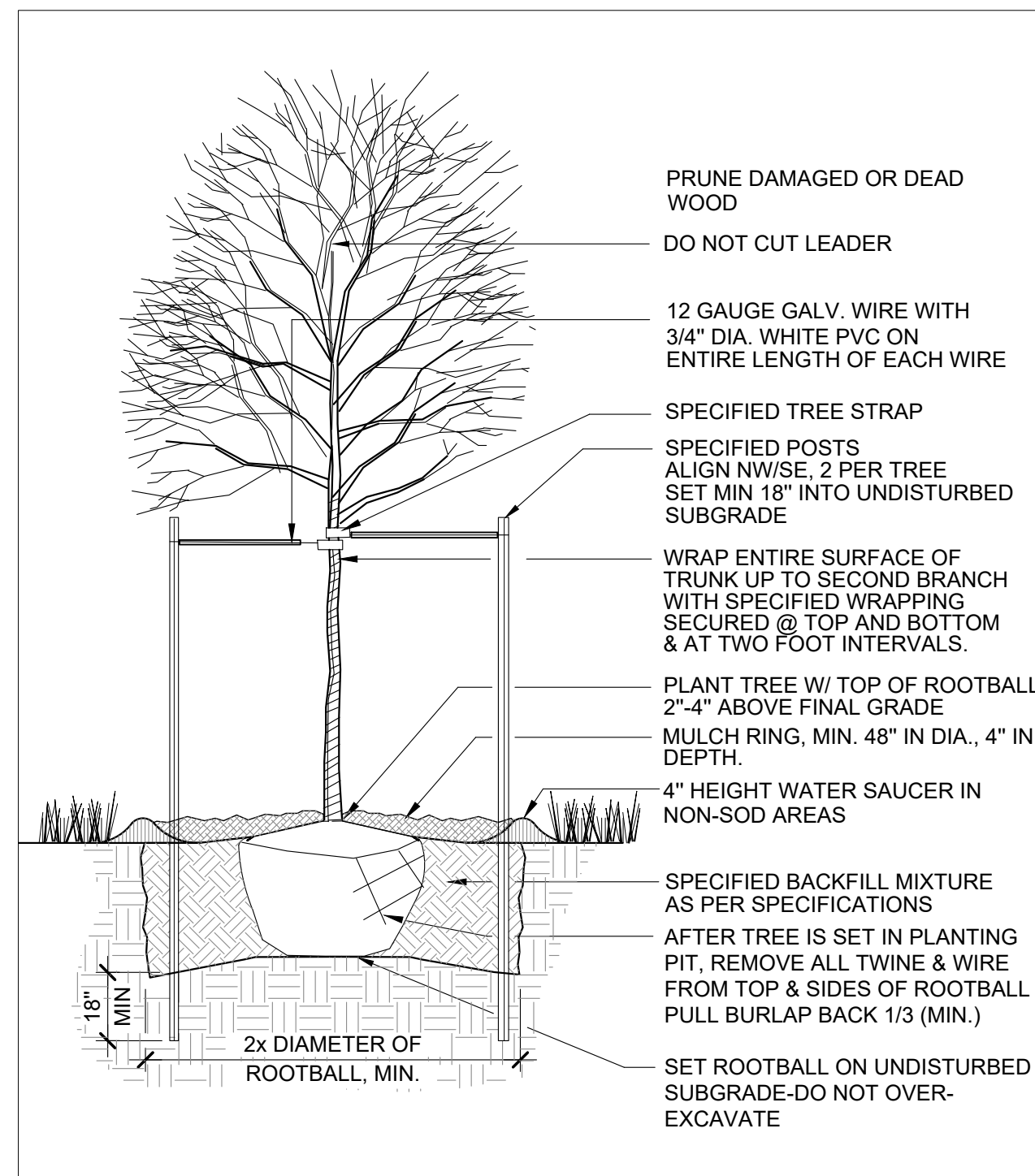
LANDSCAPE DETAILS

SHEET NUMBER

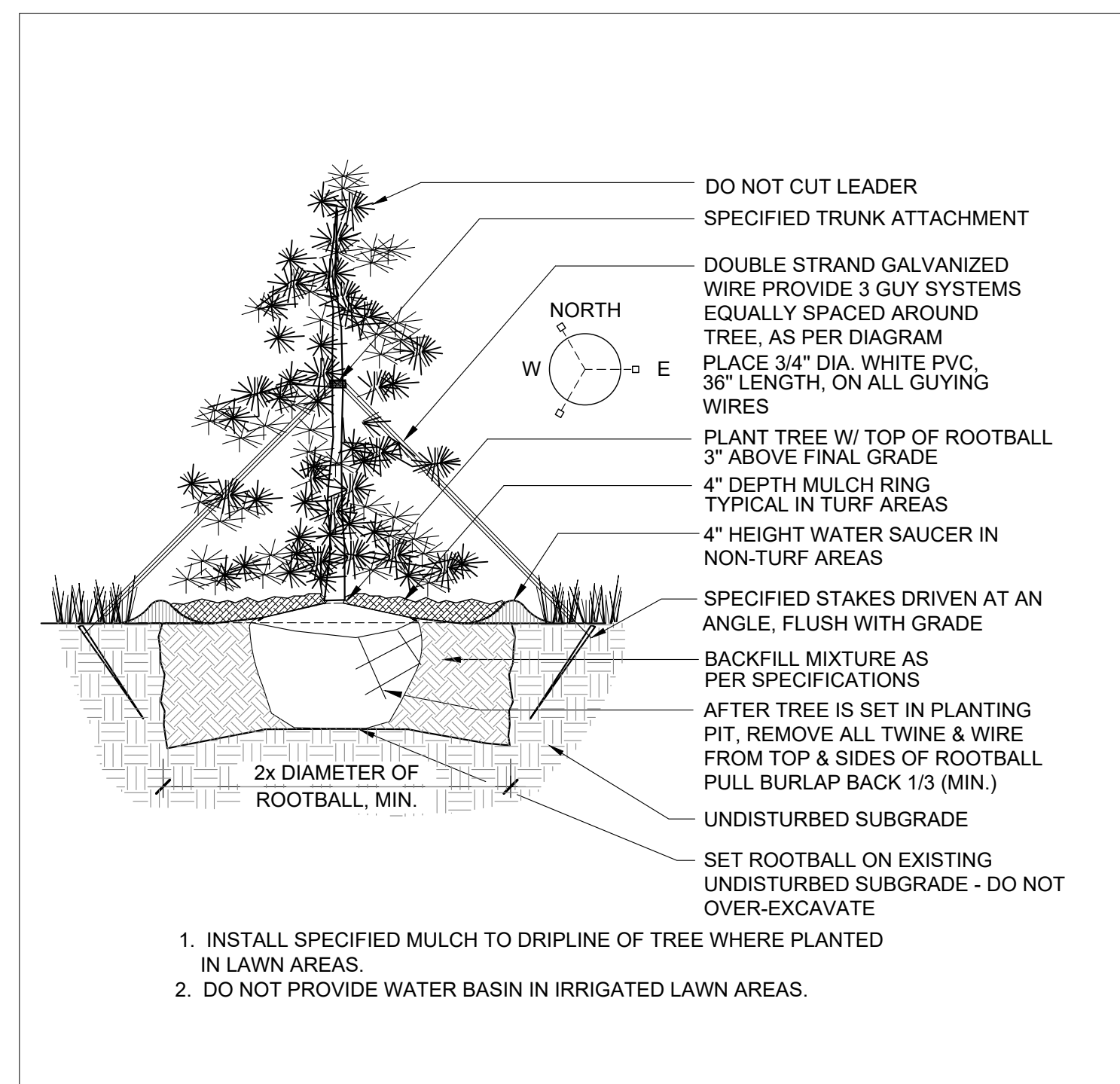
L.7

SHEET 15 OF 21

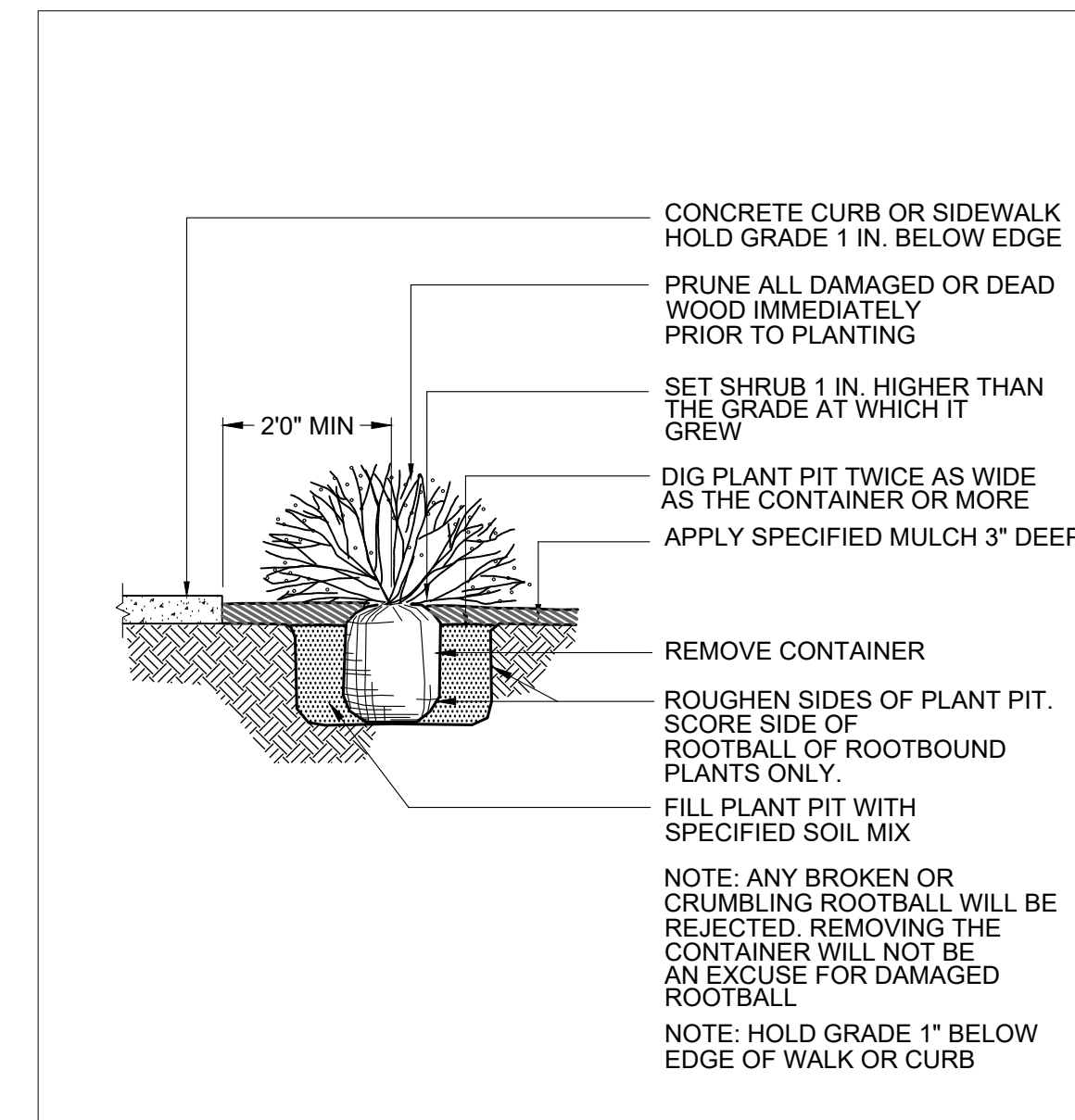
NOT FOR CONSTRUCTION



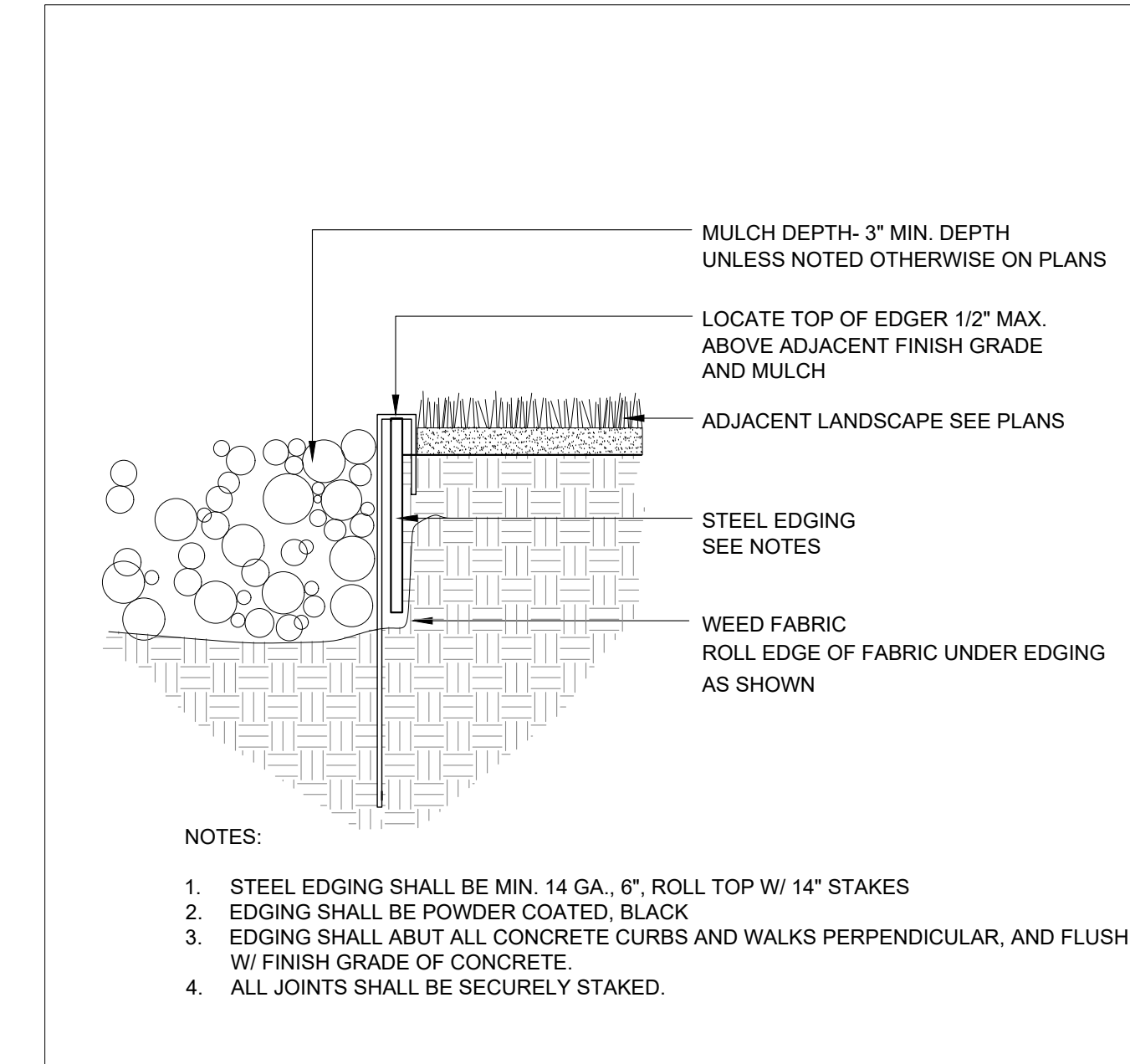
1 DECIDUOUS TREE PLANTING  
NTS



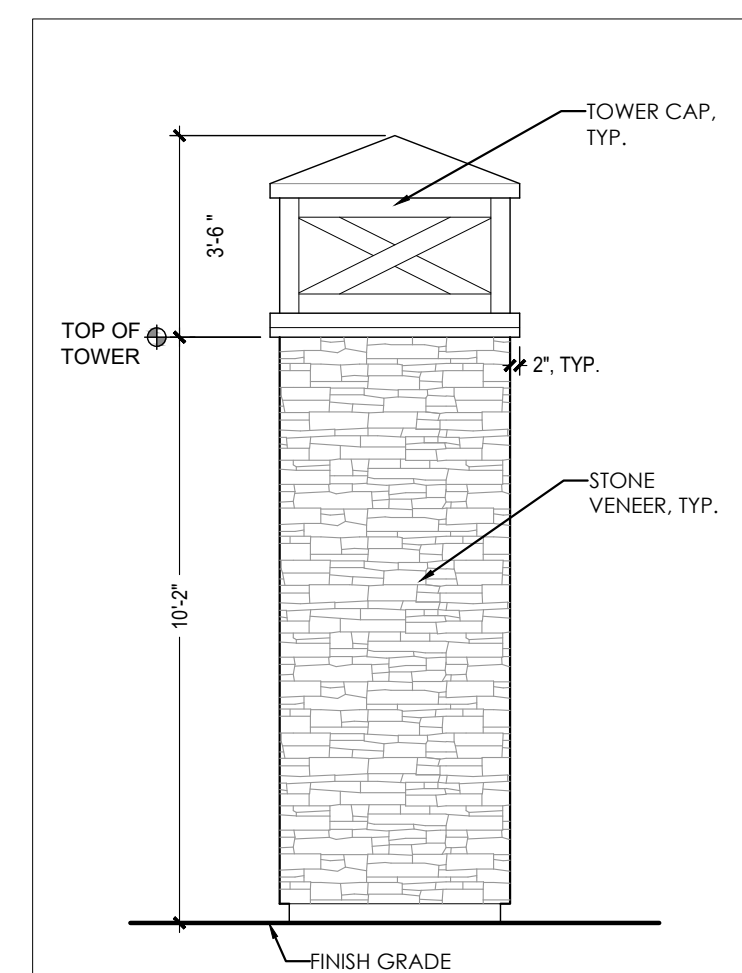
2 EVERGREEN TREE PLANTING  
NTS



3 TYPICAL SHRUB PLANTING  
NTS



4 STEEL EDGER  
NTS



5 GATEWAY TOWER  
NTS  
\*PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)

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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

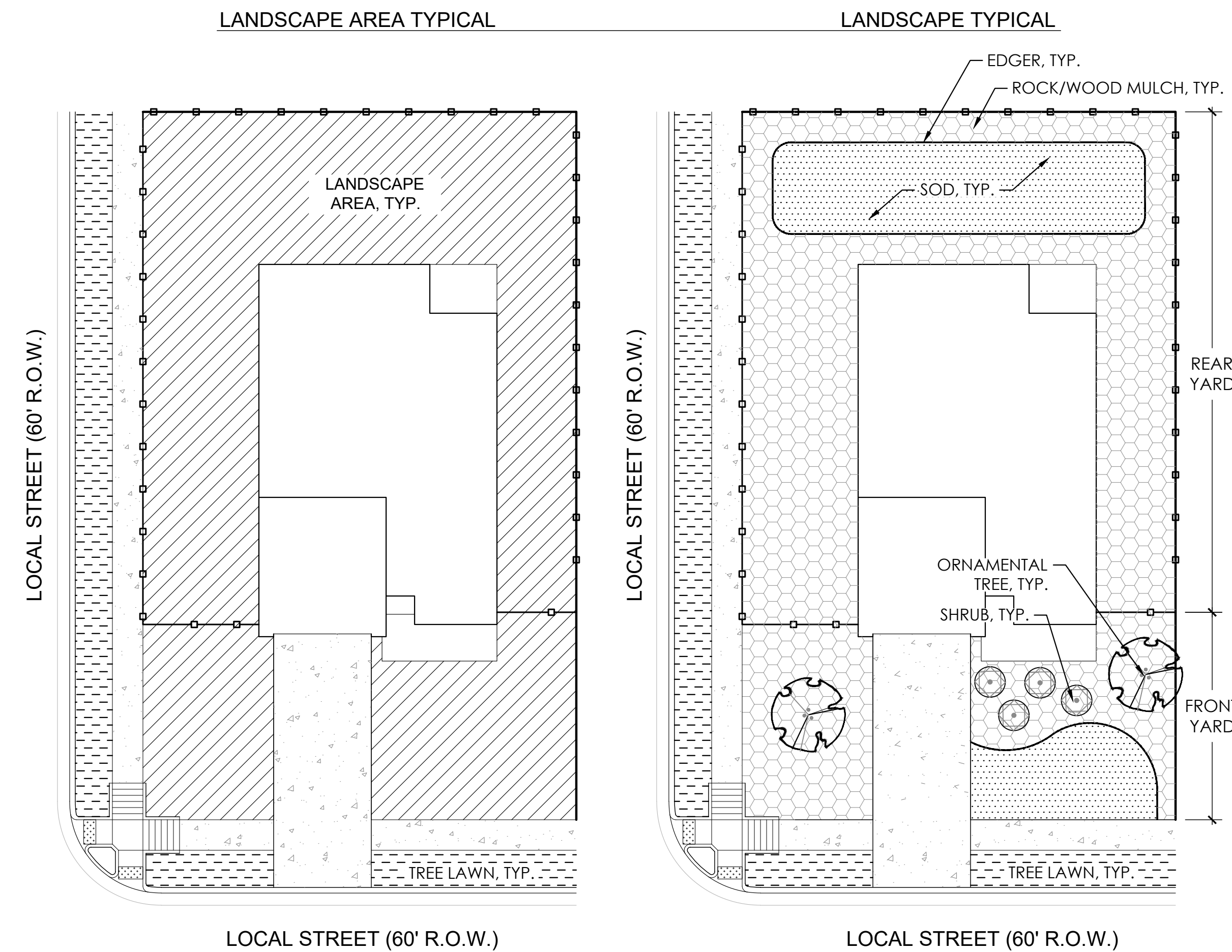
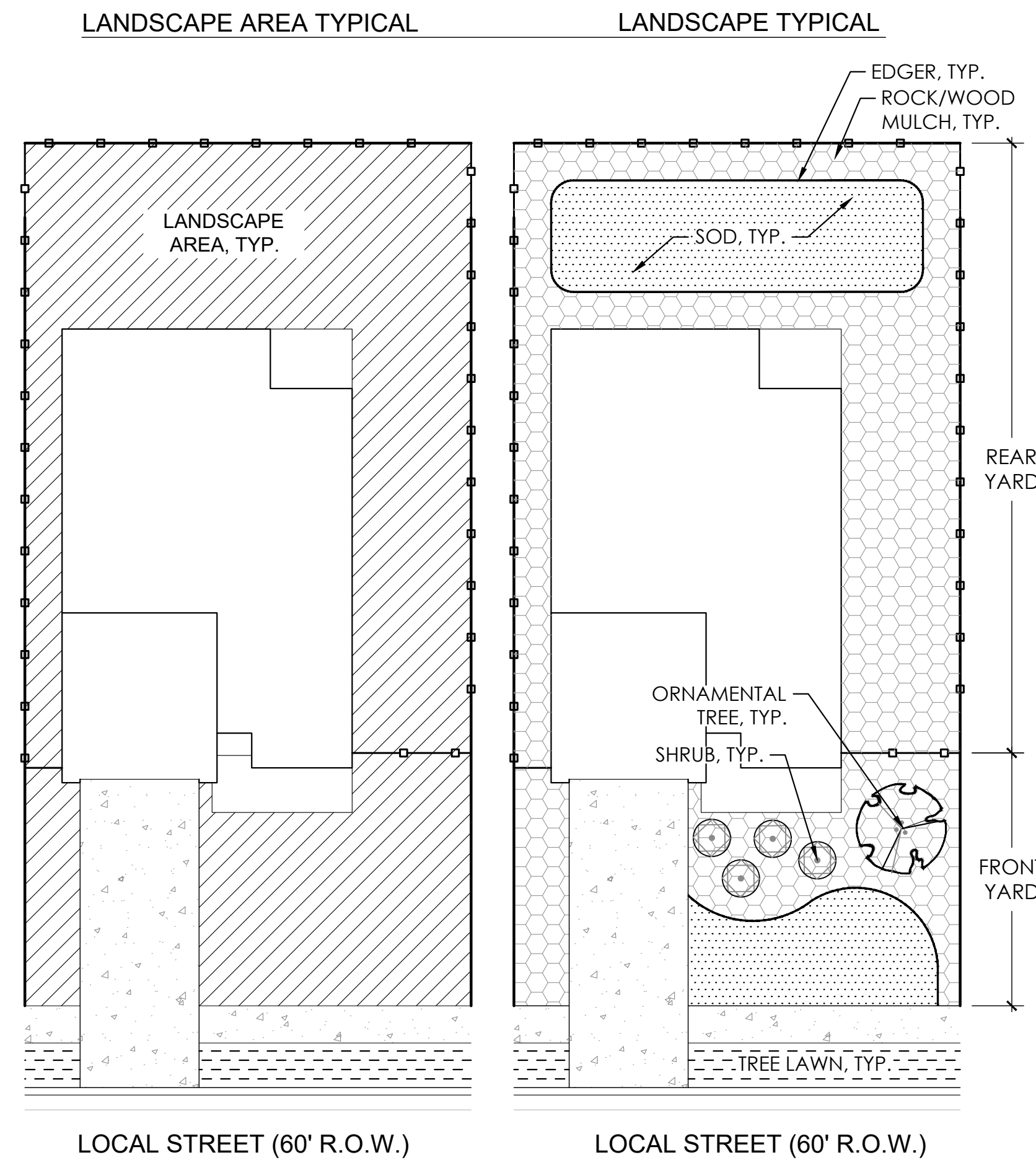


Know what's below.  
Call before you dig.



## SINGLE-FAMILY DETACHED INTERIOR LOTS

## SINGLE-FAMILY DETACHED CORNER LOTS

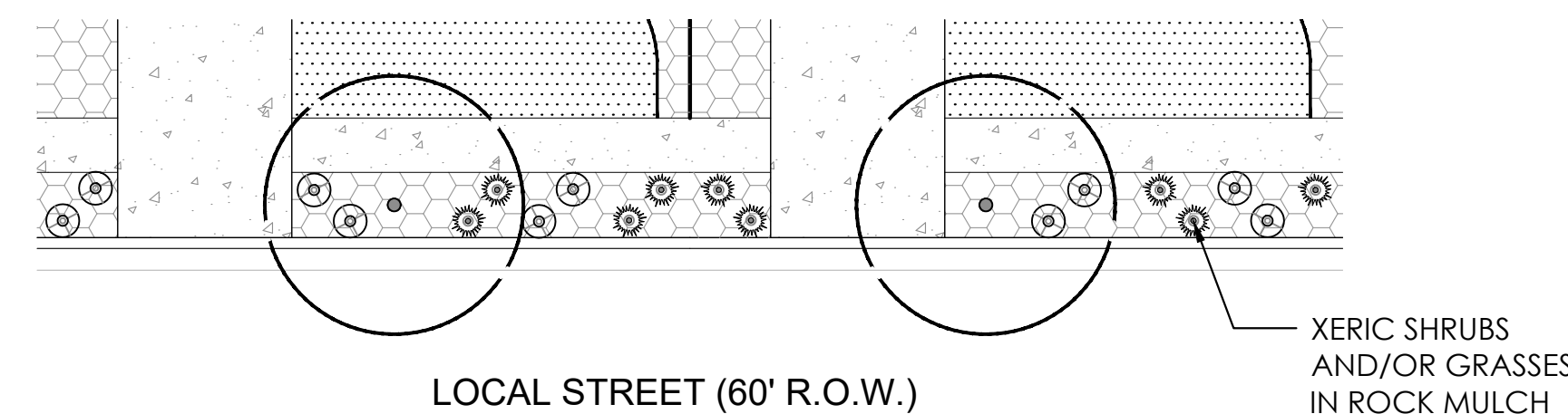


**SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS**

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE IN THE INTERIOR LOT FRONT YARD, AND TWO (2) TREES IN THE CORNER LOT FRONT YARD OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED.
3. MAXIMUM 30% OF LANDSCAPE AREA CAN BE TURF.
4. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
5. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.
6. REAR YARDS MAY INCLUDE SYNTHETIC TURF

LEGEND	
	CONCRETE
	TURF (NON-SYNTHETIC)
	MULCH (ROCK/WOOD)
	TREE LAWN
	LANDSCAPE AREA
	EDGER

### TREE LAWN TYPICAL - XERIC PLANTING



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

**LOT TYPICALS  
(LANDSCAPE)**

SHEET NUMBER

**L.8**

SHEET 16 OF 21

NOT FOR CONSTRUCTION

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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
  2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



SINGLE FAMILY DETACHED

PROJECT NAME

REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024  
REVISION DATE:

SHEET TITLE

ARCHITECTURAL  
CHARACTER  
IMAGERY

SHEET NUMBER

L.9

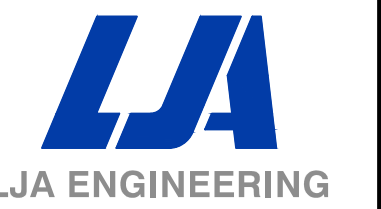
SHEET 17 OF 21

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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

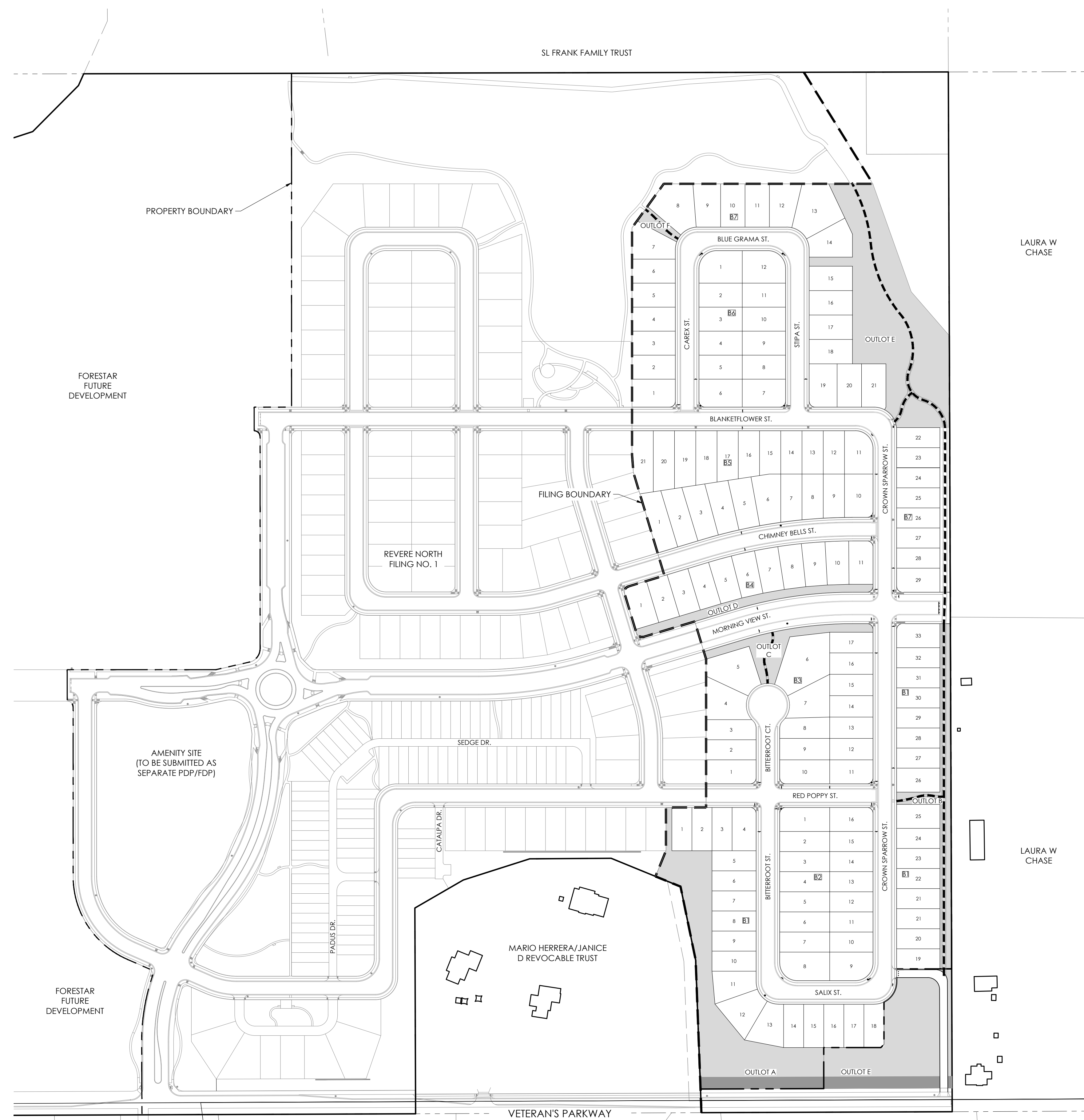
SUBMITTAL DATE:  
04/16/2024  
REVISION DATE:

SHEET TITLE

**OPEN AREA &  
TRAILS PLAN**

SHEET NUMBER

**L.10**  
SHEET 18 OF 21



**LEGEND**

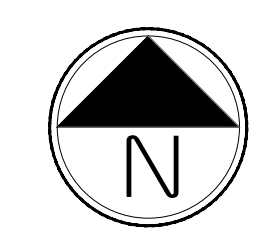
- OPEN AREA
- USABLE OPEN AREA
- NEIGHBORHOOD TRAIL

FILING	OPEN AREA DATA								
	TOTAL GROSS ACREAGE	OPEN AREA REQUIRED	OPEN AREA PROVIDED	% OF TOTAL ACREAGE	USABLE OPEN AREA REQUIRED	USABLE OPEN AREA PROVIDED	% OF TOTAL ACREAGE	PARK AREA REQUIRED	PARK AREA PROVIDED
REVERE AT JOHNSTOWN FILING NO. 1	73.5	11.0	19.4	26%	7.3	8.4	11%	1.3	3.0
REVERE NORTH FILING NO. 1	64.6 (d)	9.7	23.7	37%	6.5	10.0	15%	0.8	7.4
REVERE NORTH FILING NO. 2	35.6	5.3	6.7	10%	3.6	0.4	1%	0.6	0.0
<b>TOTAL</b>	<b>180.6</b>	<b>26.0</b>	<b>49.8</b>	<b>28%</b>	<b>17.3</b>	<b>18.8</b>	<b>10%</b>	<b>2.7</b>	<b>10.4</b>

- a. REVERE AT JOHNSTOWN FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 3 ACRES OF THE REQUIRED OPEN AREA.
- b. REVERE NORTH FILING NO. 1 DETENTION POND ACCOUNTS FOR APPROXIMATELY 7 ACRES OF THE REQUIRED OPEN AREA.
- c. REVERE NORTH FILING NO. 2 DETENTION POND ACCOUNTS FOR APPROXIMATELY 0.6 ACRES OF THE REQUIRED OPEN AREA.
- d. REVERE NORTH FILING NO. 1 TOTAL GROSS ACREAGE DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS.

**NOTES:**

1. ANY OPEN AREA AND/OR USABLE OPEN AREA THAT IS ABOVE THE REQUIRED SQUARE FOOTAGE MAY BE APPLIED TO FUTURE FILING REQUIREMENTS WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.
2. PER THE GREAT PLAINS VILLAGE ODP, "SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA."
3. PER THE GREAT PLAINS VILLAGE ODP, "GREAT PLAINS VILLAGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS."
4. PER THE GREAT PLAINS VILLAGE ODP, "A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED."
5. PER THE GREAT PLAINS VILLAGE ODP, "DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS."



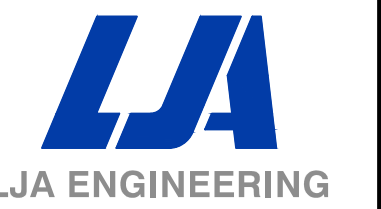
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# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

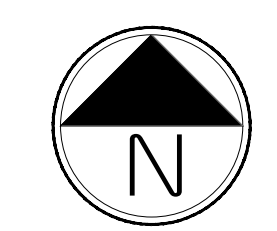
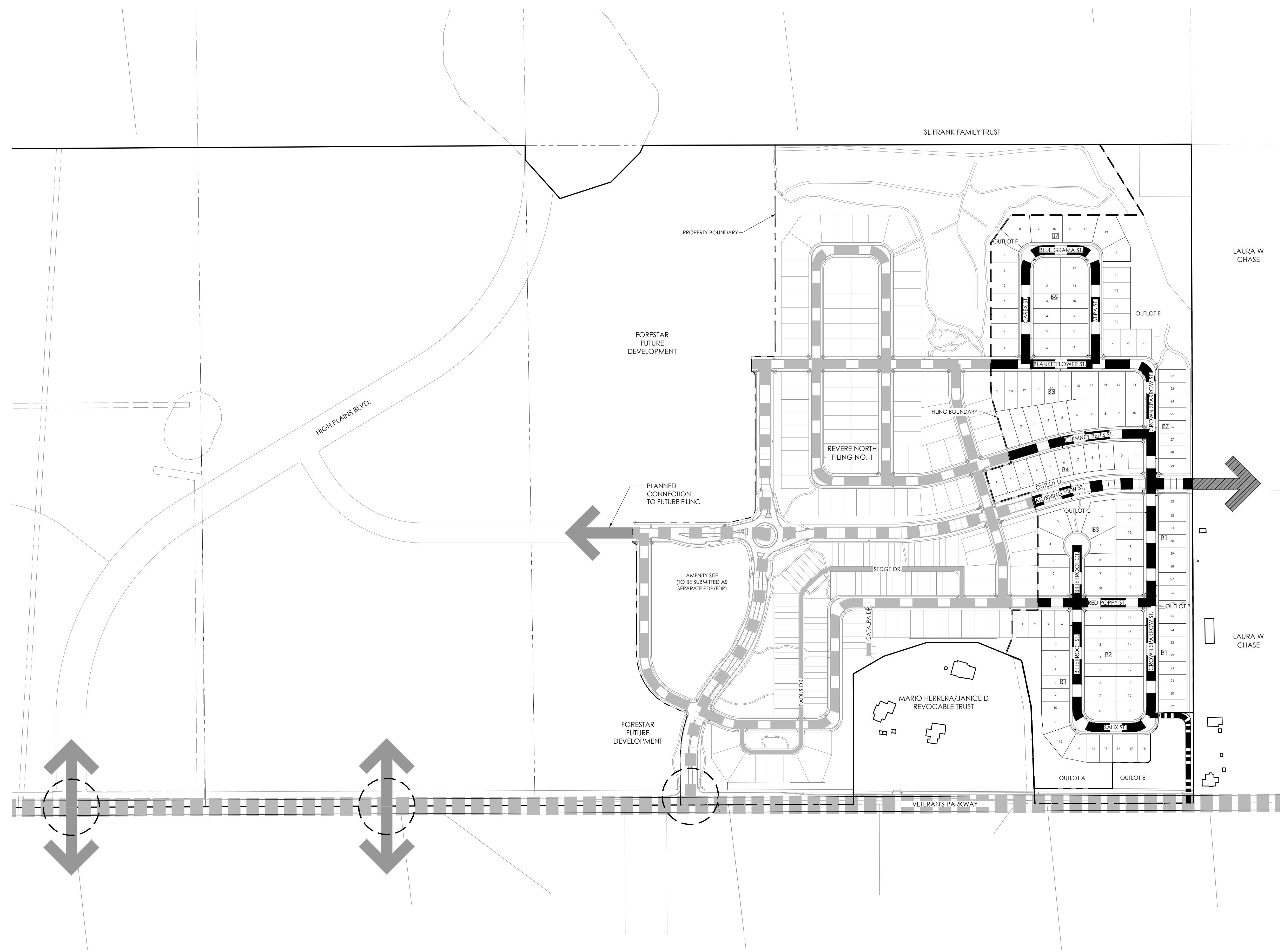
SHEET TITLE

**CIRCULATION PLAN**

SHEET NUMBER

**L.11**

SHEET 19 OF 21



Scale: 1" = 200'-0"  
0 100 200 400

### LEGEND

- MAJOR ARTERIAL
- COLLECTOR
- LOCAL
- PRIVATE DRIVE / ALLEY
- EMERGENCY VEHICLE ACCESS
- PLANNED FUTURE ACCESS (AS DEVELOPMENT MAY OCCUR)
- POTENTIAL FUTURE ACCESS (BY OTHERS)
- FULL MOVEMENT INTERSECTION

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

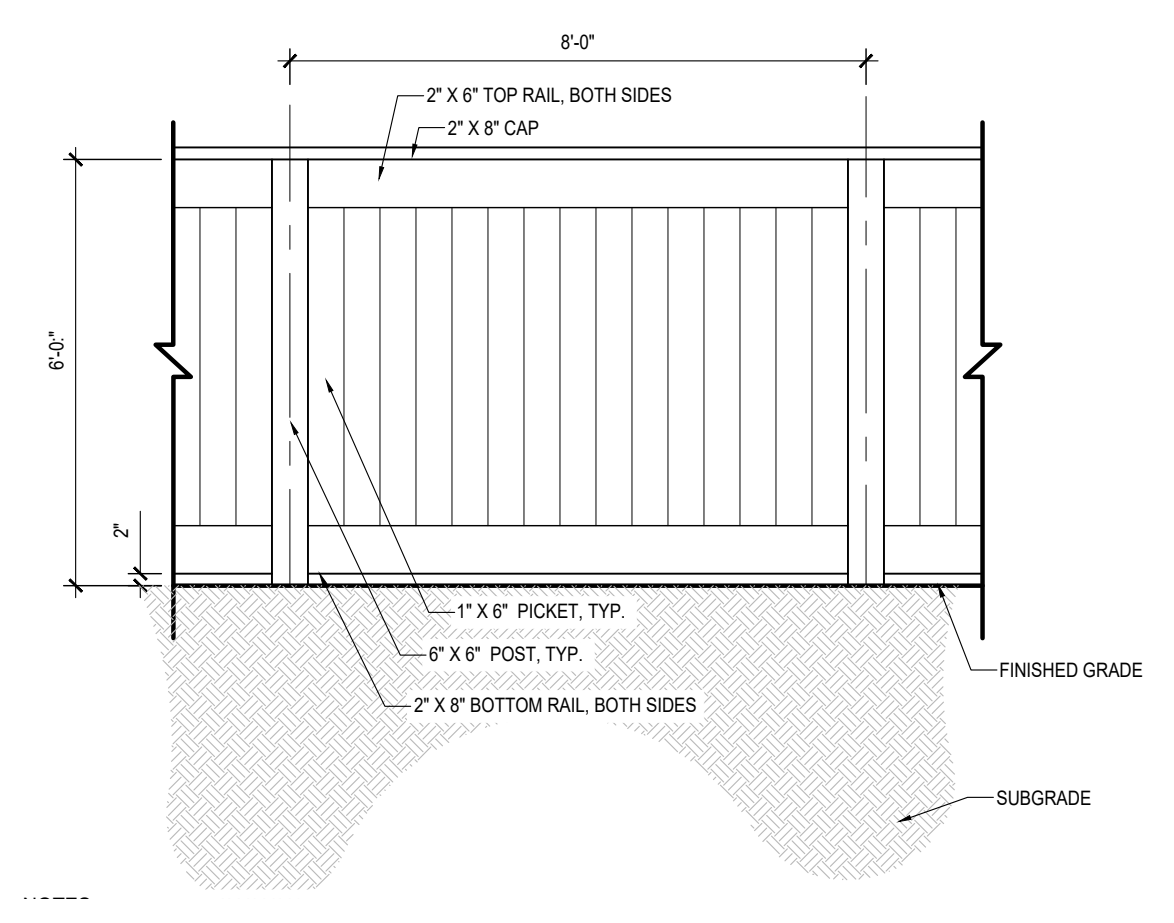
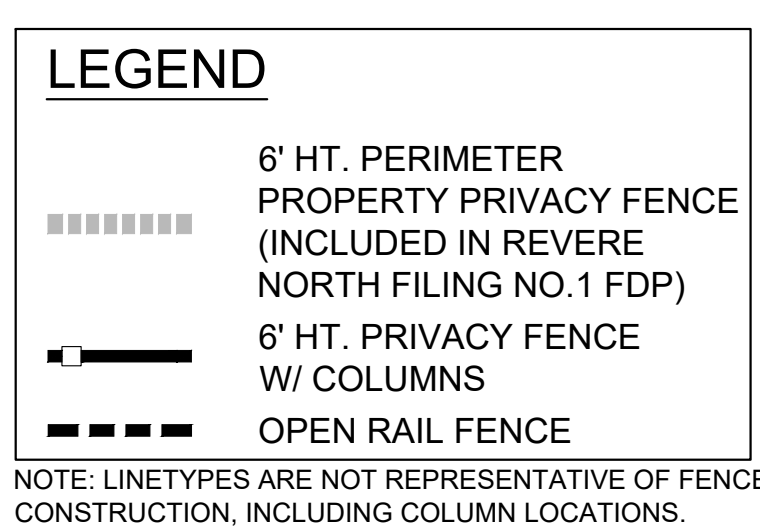
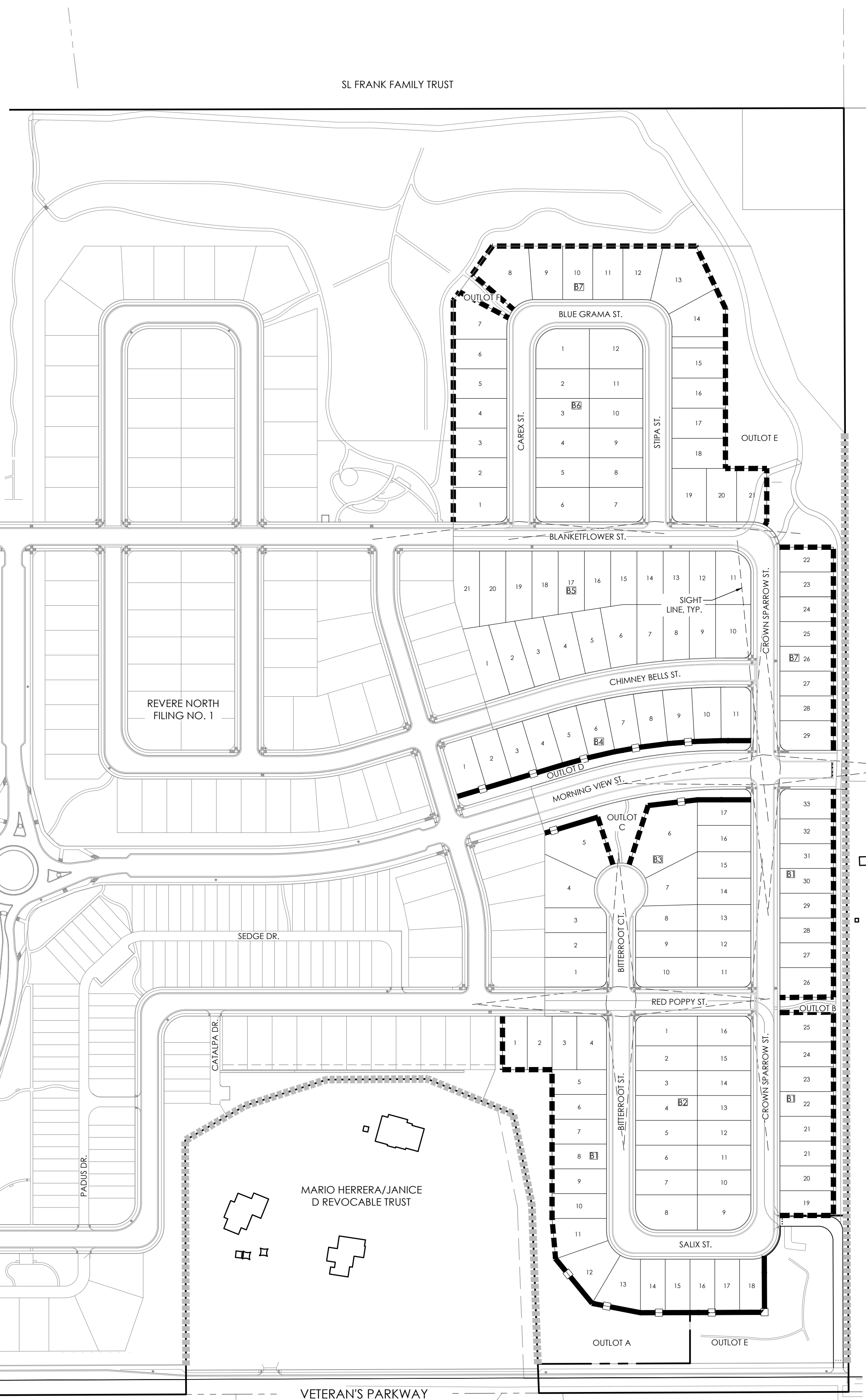
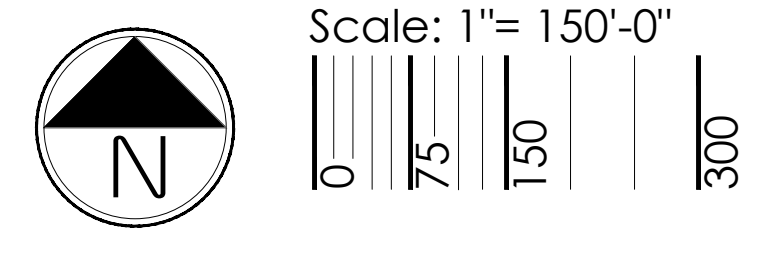
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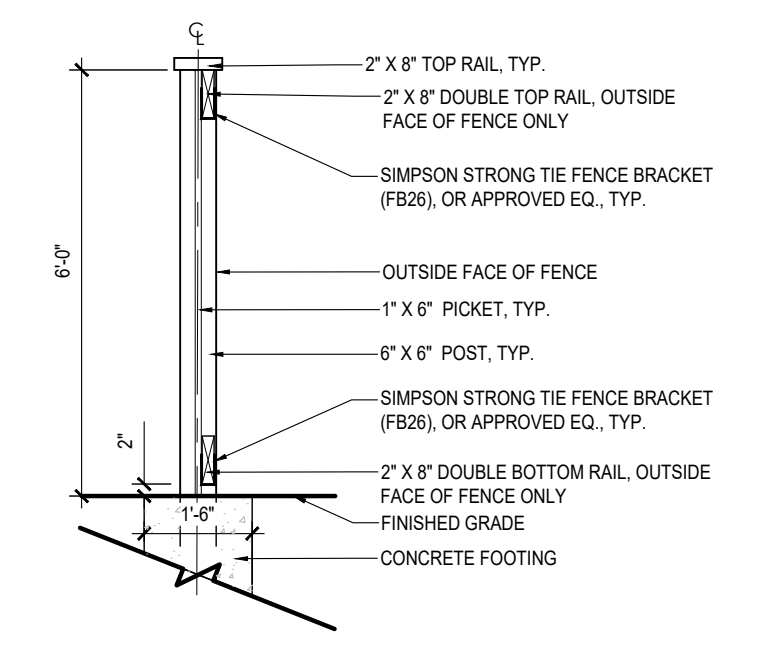


# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

- NOTES:
1. COLUMN AND CROSS RAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF FENCE PERMIT.
  2. ALL FENCES ADJACENT TO NATIVE SEED SHALL HAVE AN 18" CRUSHER FINES BAND UNDER THE FENCE.
  3. 6' HT. PERIMETER PROPERTY PRIVACY FENCE CAN BE REMOVED IF ADJACENT PROPERTY CHANGES LAND USES. FENCE IS TO SCREEN EXISTING RURAL RESIDENTIAL PROPERTY.
  4. ALL FENCING SHOWN ON PLAN SHALL BE INSTALLED BY DEVELOPER AND IS MAINTAINED BY THE METRO DISTRICT.
  5. ALL OTHER FENCING WILL BE HOMEOWNER-MAINTAINED UNLESS SPECIFIED DIFFERENTLY IN THE CC&R'S OR SIMILAR DOCUMENT.
  6. SIGHT TRIANGLES SHALL BE UNOBSTRUCTED BY FENCES.

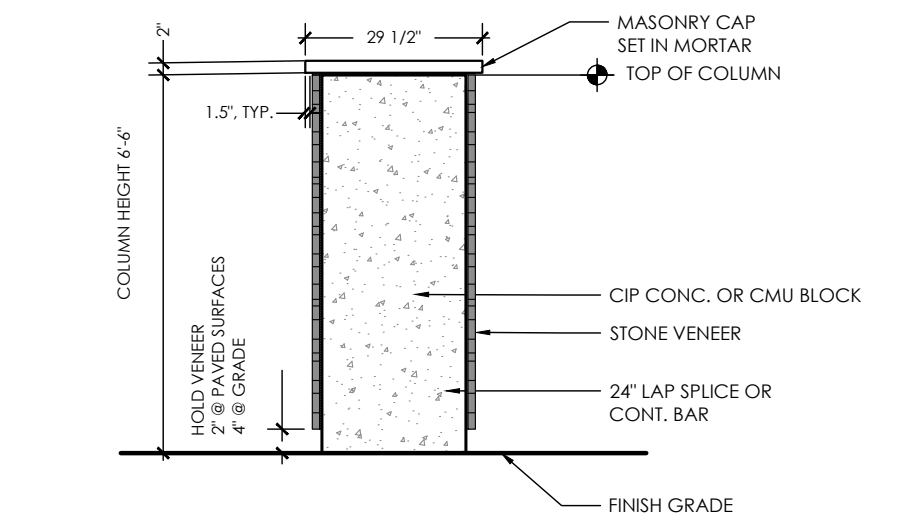
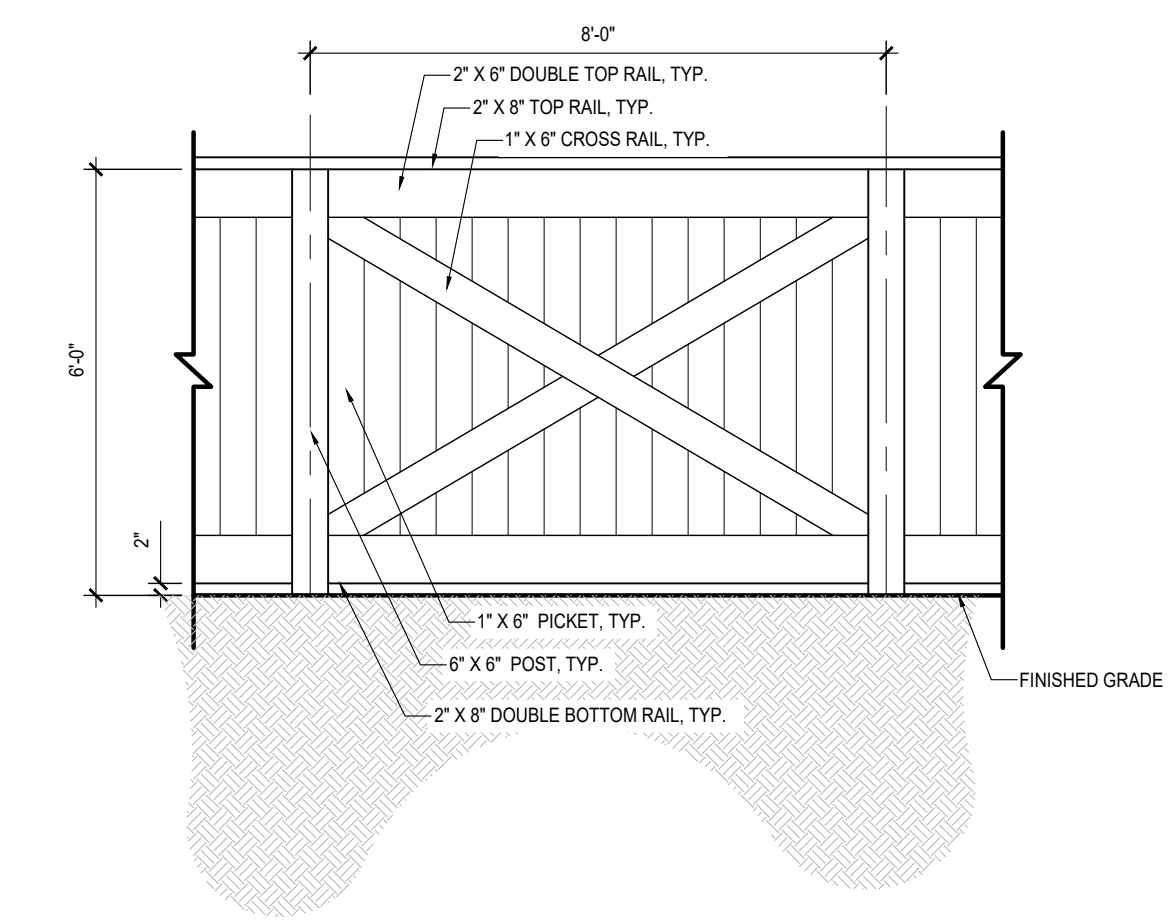


- MATERIAL NOTES:**
1. ALL WOOD FOR FENCING SHALL BE PRESSURE TREATED CEDAR AND STAINED.
  2. FENCE COLUMNS STONE VENEER TO BE A SPLIT MODULAR STYLE.



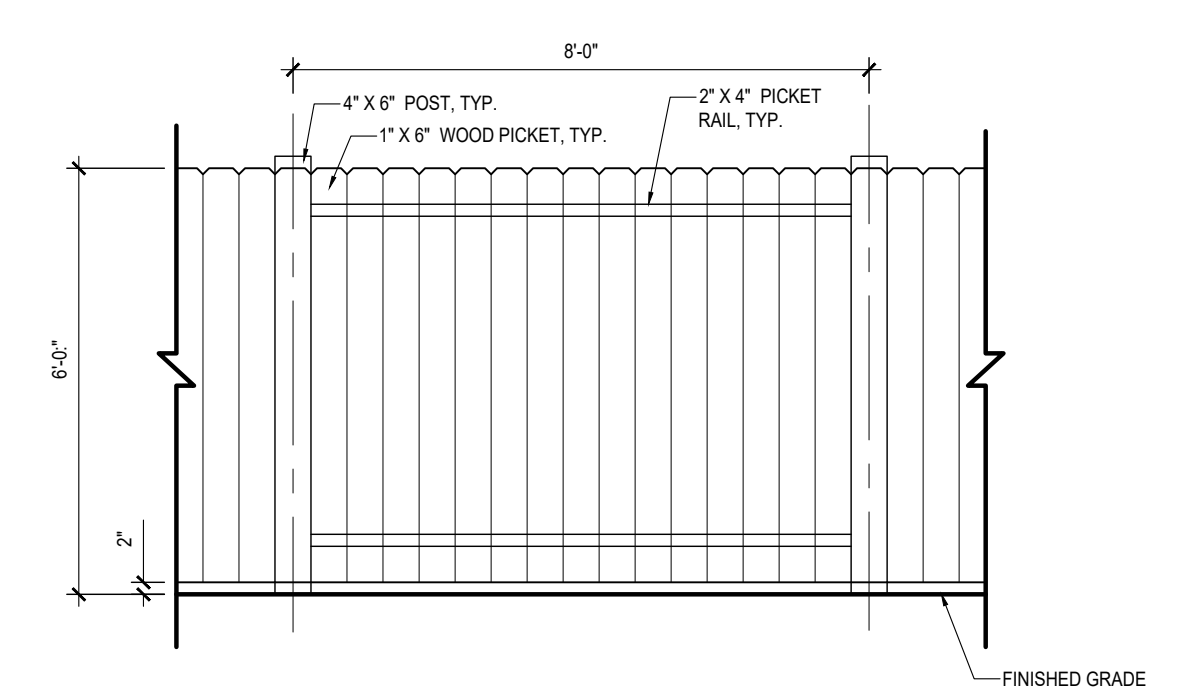
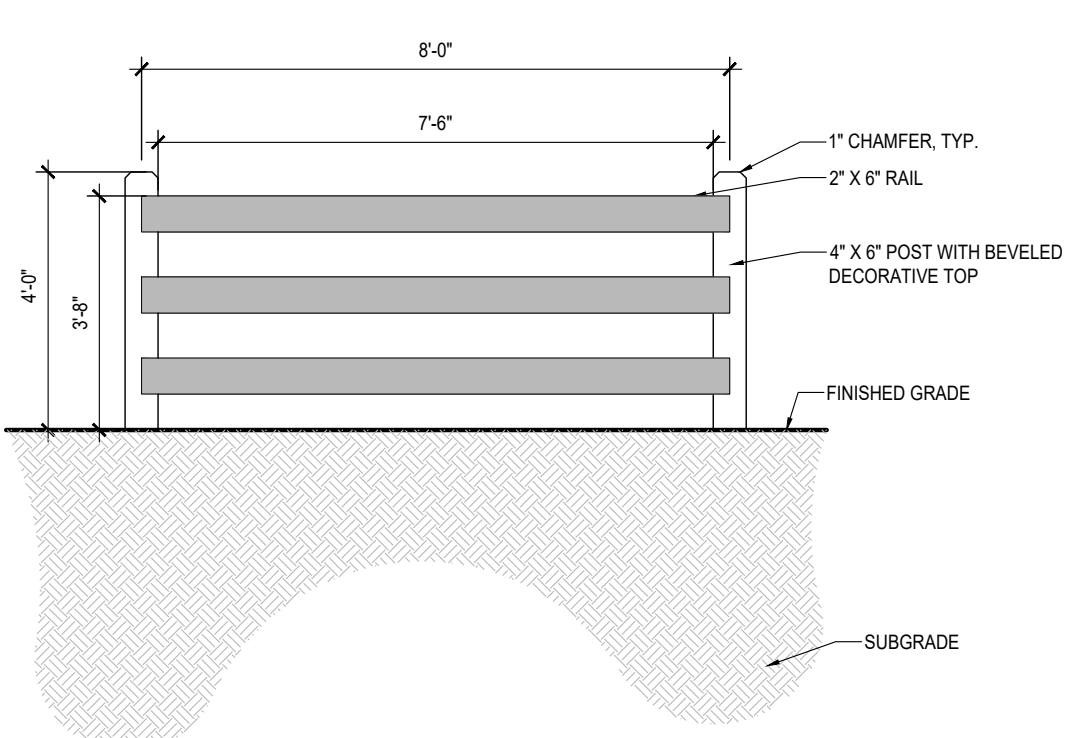
**1 6' HT. PRIVACY FENCE**  
3/8" = 1"  
(USE THIS PANEL IN FENCING BETWEEN LOT LINES AND IN FENCING WITH COLUMNS)

**2 6' HT. PRIVACY FENCE SECTION**  
3/8" = 1"



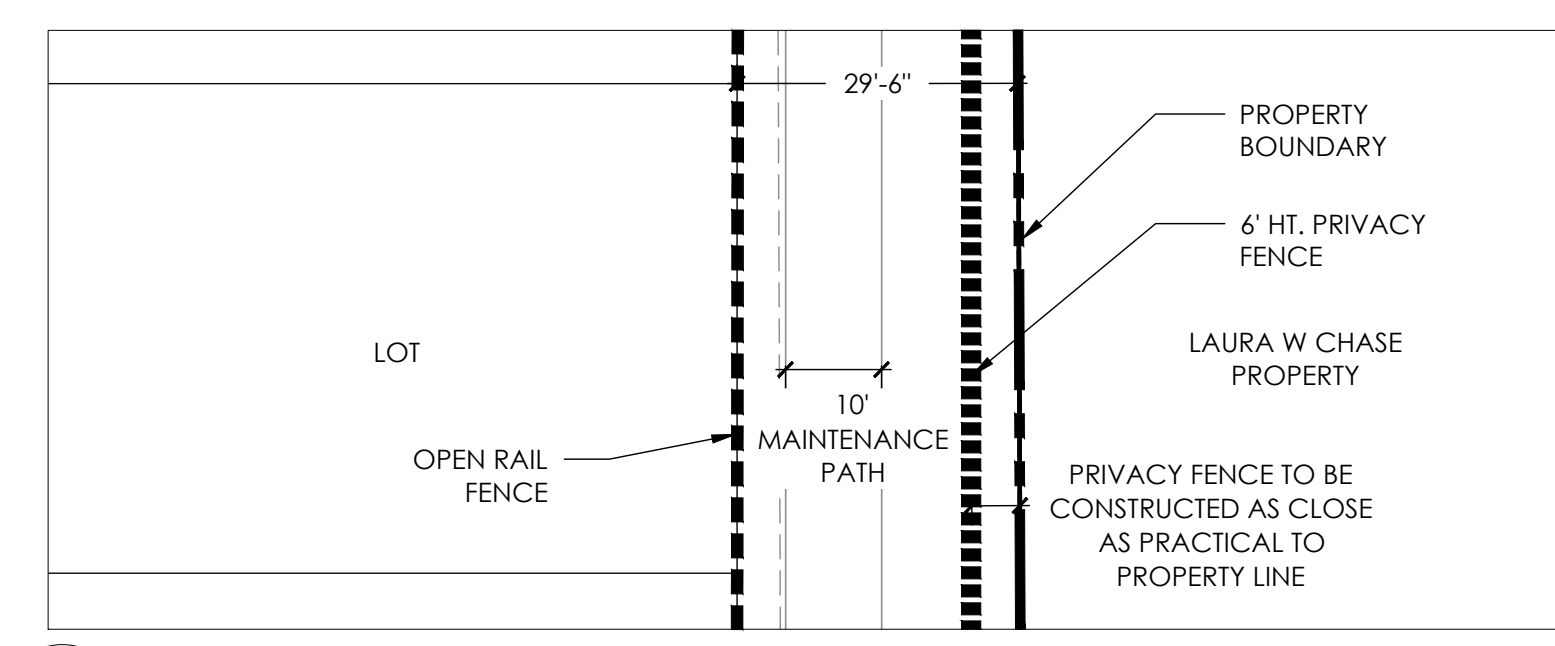
**3 6' HT. PRIVACY FENCE WITH CROSS RAIL**  
3/8" = 1"  
(USE THIS PANEL IN FENCING WITH COLUMNS)

**4 FENCE COLUMN**  
3/8" = 1"



**5 OPEN RAIL FENCE**  
3/8" = 1"  
NOTE: OPTIONAL WELDED WIRE MESH TO BE ATTACHED BEHIND RAILS.

**6 6' HT. PERIMETER PROPERTY PRIVACY FENCE**  
3/8" = 1"  
NOTE: ADD "NO TRESPASSING" SIGNS EVERY 500 FEET.



**7 EASTERN PROPERTY LINE FENCE TYPICAL**  
1" = 20'-0"



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

**FENCING PLAN**

SHEET NUMBER

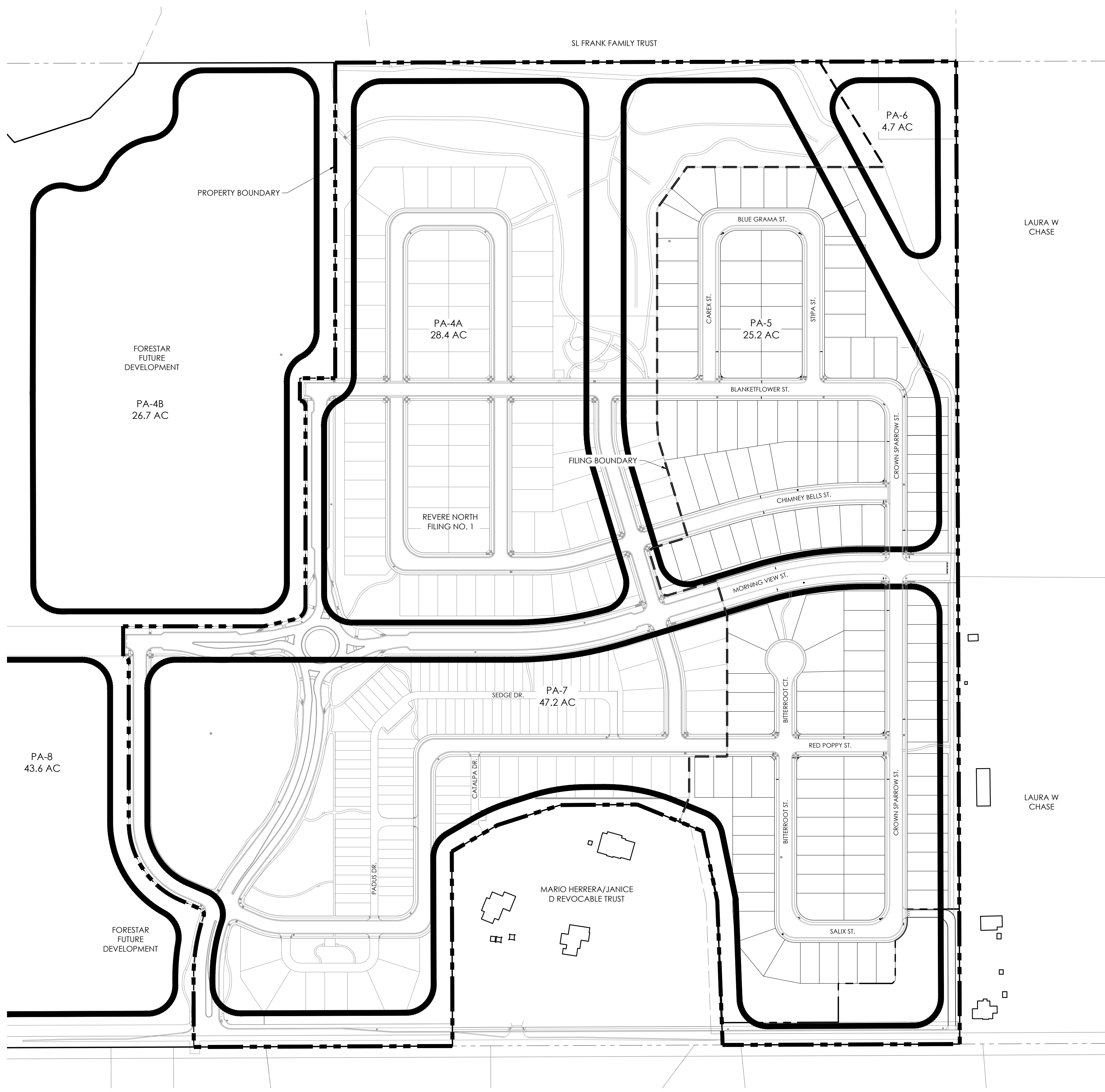
**L.12**

SHEET 20 OF 21

NOT FOR CONSTRUCTION



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME

**REVERE NORTH FILING NO. 2**  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
04/16/2024

REVISION DATE:

SHEET TITLE

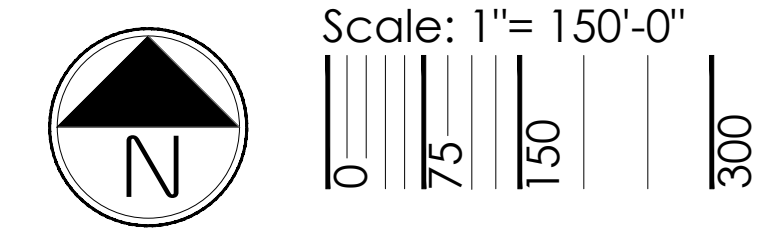
**PLANNING AREA  
PLAN**

SHEET NUMBER

**L.13**

SHEET 21 OF 21

PLANNING AREA DATA			
PLANNING AREA	ODP ACREAGE	FDP ACREAGE	% CHANGE
PA-4A	45.1	28.4	22.2%
PA-4B	26.7	26.7	-
PA-5	32.2	25.2	-21.9%
PA-6	4.7	4.7	0.0%
PA-7	58.0	47.2	-18.6%
PA-8	35.7	43.6	22.1%
<b>FILING NO. 1 TOTAL</b>		105.4	
<b>TOTAL</b>	175.7	175.7	



NOT FOR CONSTRUCTION



1765 W. 121st Avenue Suite 300 Westminster, CO 80234 303-421-4224 • www.lja.com

Table with columns: No., Rev. Date, Revision Type, Job No., Scale Horiz., Scale Vert., Sheet, Date, Approved.

REVERE NORTH FILING NO. 1 TOWN OF JOHNSTOWN, COLORADO PRELIMINARY PLAT

# REVERE NORTH FILING NO. 1

## OWNERSHIP AND DEDICATION

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

## GENERAL NOTES

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

- 1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

HAVE BY THESE PRESETS, CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, BLOCKS, OUTLOTS AND STREET RIGHTS-OF-WAY, TO BE KNOWN AS REVERE NORTH FILING NO. 1, AND DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN, FOREVER HEREAFTER, THE STREET RIGHTS-OF-WAY AND EASEMENTS AS INDICATED HEREON.

WITNESS OUR HANDS AND SEALS \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC.

BY: \_\_\_\_\_

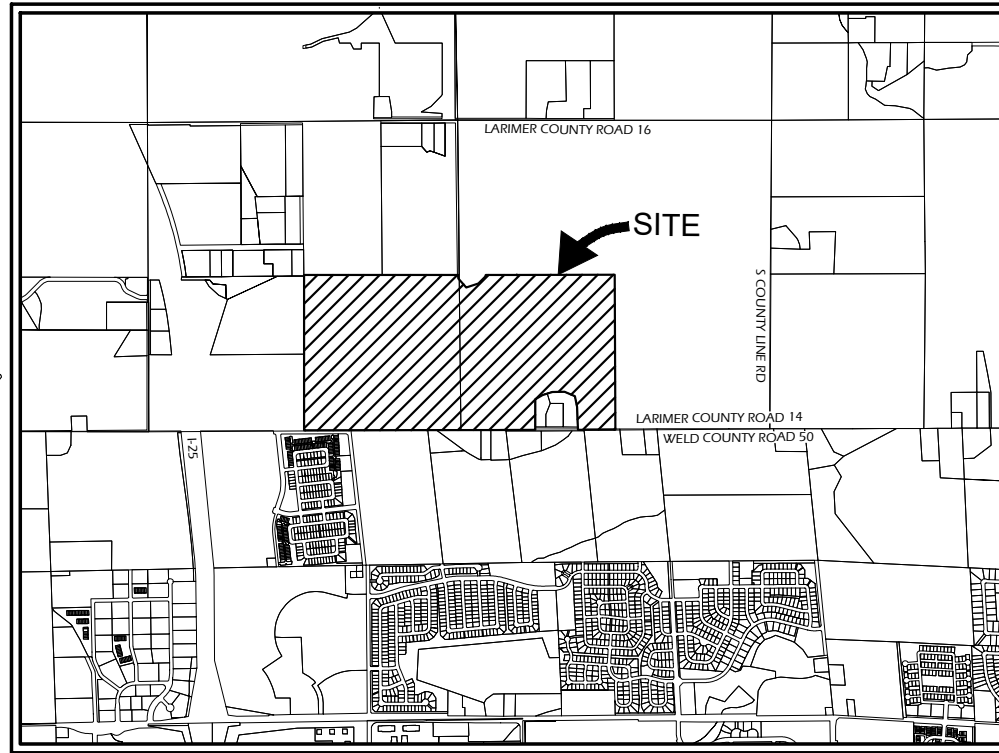
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BY \_\_\_\_\_ AS \_\_\_\_\_ OF FORESTAR (USA) REAL ESTATE GROUP INC.



### VICINITY MAP SCALE: 1" = 1500' DISTRICT ACCEPTANCE

THE UNDERSIGNED \_\_\_\_\_ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

\_\_\_\_\_ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AS: \_\_\_\_\_

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS MY HAND AND SEAL:

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

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

### SHEET INDEX

Table with columns: SHEET NO., SHEET TITLE. Rows include COVER, OVERALL, LOT DETAILS, and EASEMENT DETAILS.

### LAND USE TABLE

Table with columns: LOT NO., SQ. FT., ACRES, %. Rows include LOT AREA - RESIDENTIAL, LOT AREA - AMENITY SITE, RIGHT OF WAY AREA, TRACT AREA - FUTURE DEVELOPMENTS, etc.

Table with columns: OUTLOT SUMMARY, USE, OWNED, MAINTAINED, SQ. FT., ACRES. Rows include OUTLOT A through OUTLOT T, detailing various easements and areas.

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 THE CERTIFICATION SHOWN HEREON.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 23000310053, WITH A COMMITMENT DATE OF FEBRUARY 03, 2023 AT 5:30 P.M.

4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

5. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5S NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON BOTH ENDS BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN MONUMENT BOX.

6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 08069C1405G WITH A MAP REVISED DATE OF JANUARY 15, 2021.

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

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

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

10. SIGHT DISTANCE RESTRICTIONS: CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

11. PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NON-EMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.

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

13. 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 LOCATION 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

14. A DRAINAGE EASEMENT IS HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT D AND E.

15. EMERGENCY ACCESS EASEMENTS ARE HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT A, OUTLOT B, AND OUTLOT C.

16. PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR PUBLIC PEDESTRIAN ACCESS.

17. TRACT A; TRACT B; TRACT C; TRACT D ARE RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION FOR THESE TRACTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.

18. THIS FINAL PLAT IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.

## TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS REVERE NORTH FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER \_\_\_\_\_ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO.

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

MAYOR

BY: \_\_\_\_\_

TOWN CLERK

## SURVEYOR'S CERTIFICATE

I DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON \_\_\_\_\_, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN PROVISIONS OF CHAPTER 17 - SUBDIVISIONS OF THE TOWN OF JOHNSTOWN MUNICIPAL CODE.

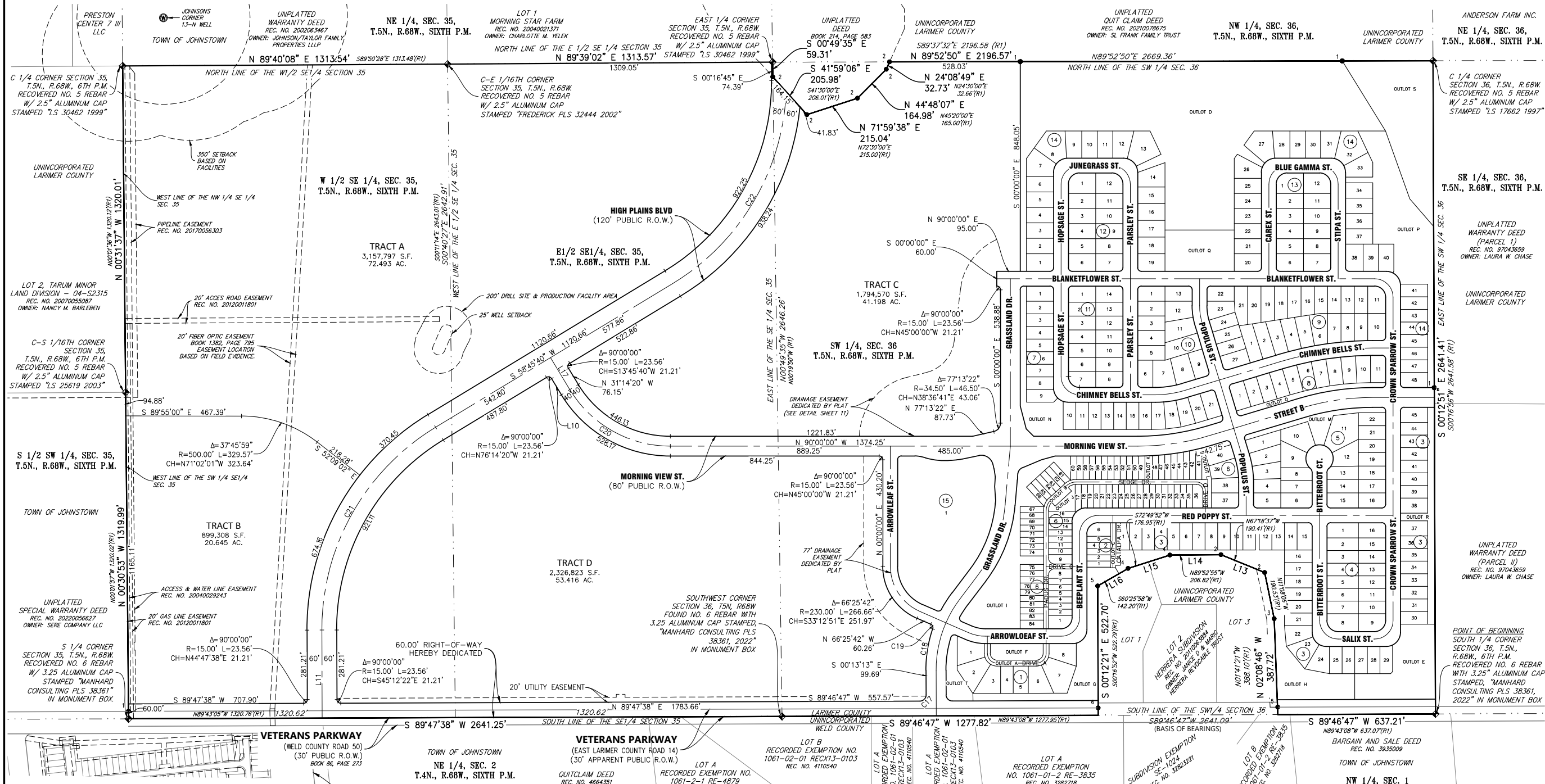
I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

DEREK S. BROWN COLORADO PLS NO. 38064 FOR AND ON BEHALF OF LJA SURVEYING 1765 WEST 121ST AVENUE, SUITE 300, WESTMINSTER, COLORADO 80234



# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



## MONUMENT SYMBOL LEGEND

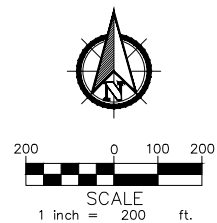
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1. RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 16847"
- 2. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 32444"
- 3. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 4. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 5. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC STAMPED "KARSTEN 37881"
- 6. RECOVERED NO. 5 REBAR WITH NO CAP
- 1. SET 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA PLS 38064" FLUSH WITH GROUND
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 20220035689

LINE	BEARING	DISTANCE
L10	S 31°14'20" E	76.15'
L11	S 00°12'22" E	356.27'
L13	N 67°47'19" W	190.49'
L14	S 89°36'34" W	206.85'
L15	S 72°19'30" W	176.98'
L16	S 59°56'08" W	142.24'
L17	N 31°14'20" W	151.15'

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C17	25.00'	90°00'00"	39.27'	N 44°46'47" E	35.36'
C18	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C19	15.00'	85°08'19"	22.29'	N 23°51'33" W	20.29'
C20	475.00'	58°45'40"	487.15'	S 60°37'10" E	466.08'
C21	955.00'	58°58'02"	982.88'	S 29°16'39" W	940.06'
C22	955.00'	56°19'11"	938.73'	N 30°36'05" E	901.39'

REFER TO SHEET 1 FOR OUTLOT AND TRACT TABLE

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE



FOR REVIEW ONLY

REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

Item #21

1765 W. 121st Avenue  
Suite 300  
Westminster, CO 80234  
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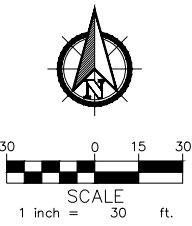
No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

Designed: DSB  
Prepared: XXX  
Scale Horiz: N/A  
Scale Vert: N/A

Job No.: 1060-08  
Sheet: 2 of 12  
Date: FEBRUARY 8, 2023  
Approved: DSB

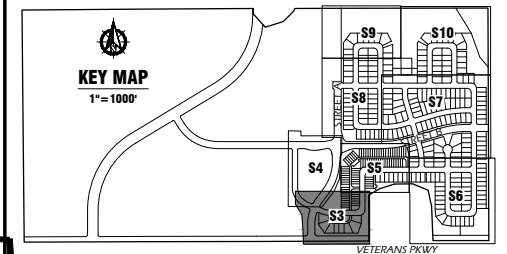
# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



**LEGEND**

- Ⓢ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED



**LJA SURVEYING**

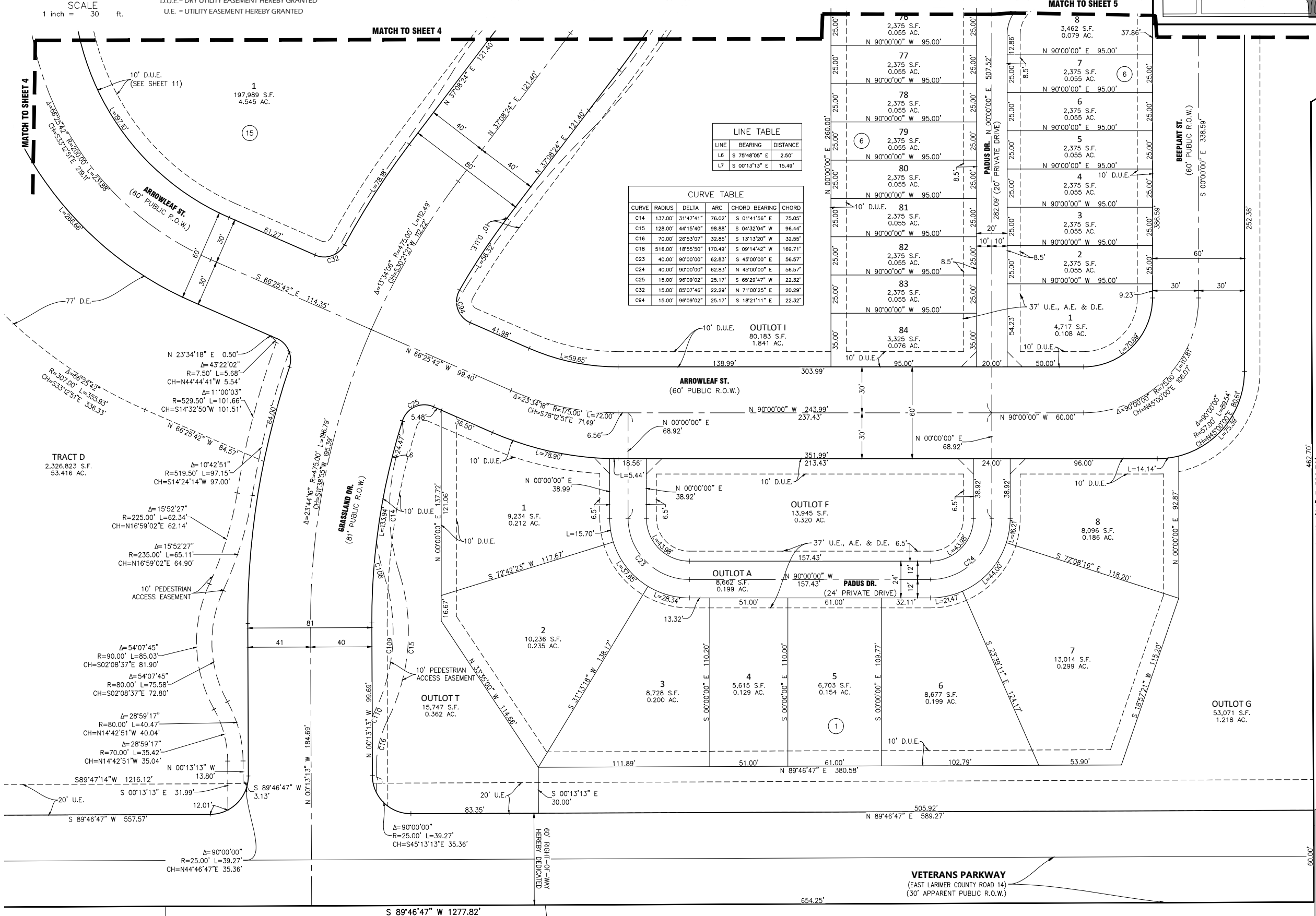
1765 W. 121st Avenue  
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Job No.: 1060-08  
Scale Horiz: N/A  
Scale Vert: N/A

Designed: DSB  
Prepared: JAV  
Approved: DSB

Revision Type:  
No. 1  
2  
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Sheet: 3 of 11  
Date: FEBRUARY 8, 2023



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REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

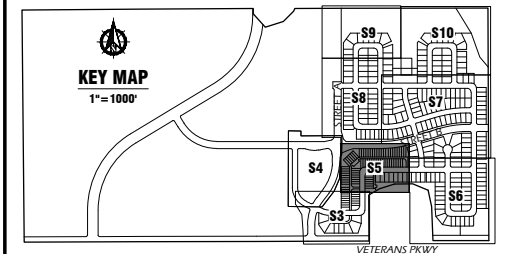
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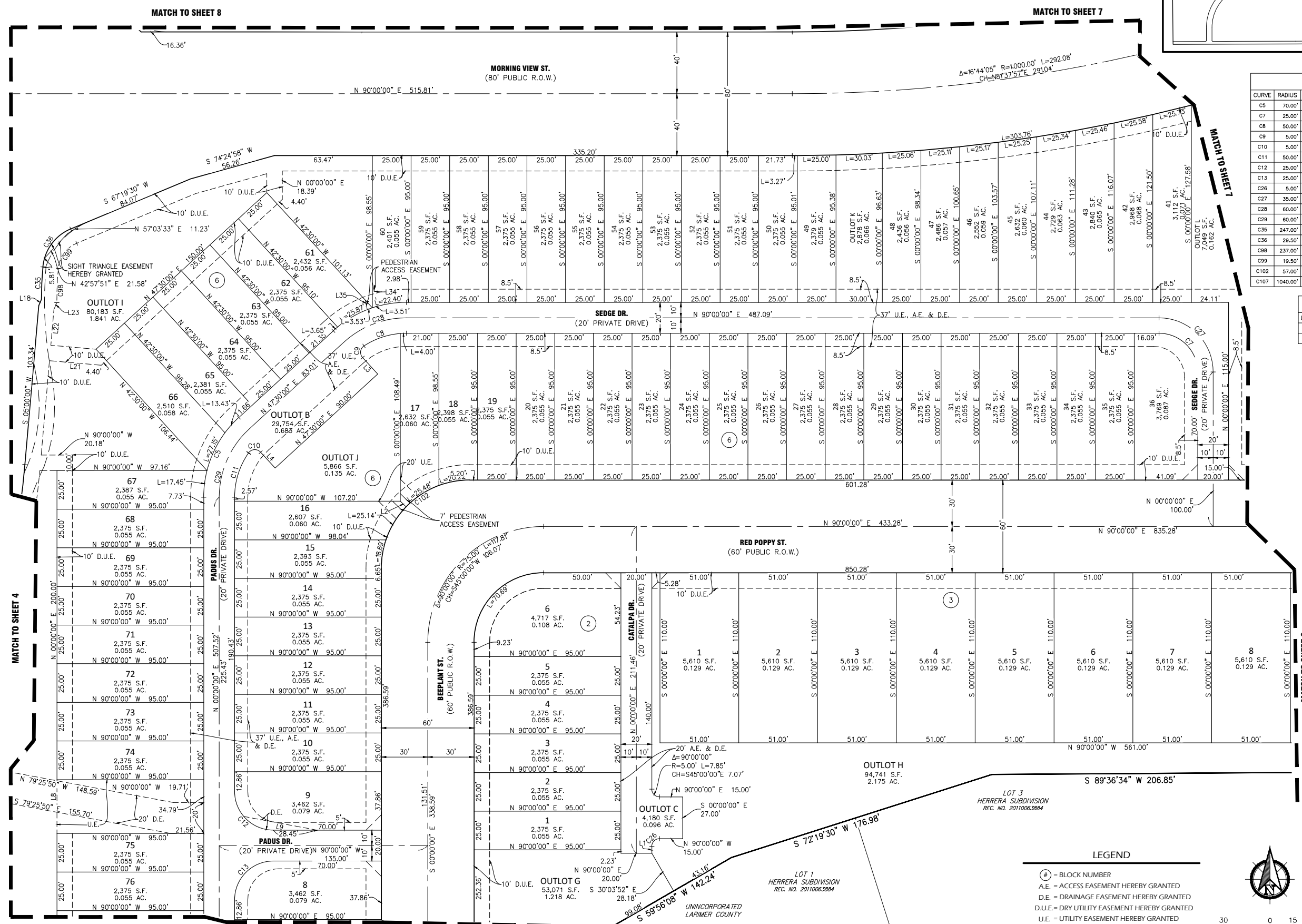
# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Item #21

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**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C5	70.00'	22°13'29"	27.15'	S 25°23'56" W	26.98'
C7	25.00'	90°00'00"	39.27'	N 45°00'00" W	35.36'
C8	50.00'	28°40'47"	25.03'	S 71°04'17" W	24.77'
C9	5.00'	99°13'54"	8.66'	S 07°06'57" W	7.62'
C10	5.00'	102°32'49"	8.95'	S 86°13'36" W	7.80'
C11	50.00'	34°57'11"	30.50'	S 17°28'36" W	30.03'
C12	25.00'	90°00'00"	39.27'	S 45°00'00" E	35.36'
C13	25.00'	90°00'00"	39.27'	S 45°00'00" W	35.36'
C16	5.00'	90°00'00"	7.85'	S 45°00'00" W	7.07'
C17	35.00'	90°00'00"	54.98'	N 45°00'00" W	49.50'
C18	60.00'	42°30'00"	44.51'	S 68°45'00" W	43.49'
C19	60.00'	47°30'00"	49.74'	S 23°45'00" W	48.33'
C20	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C21	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C22	237.00'	5°21'58"	22.20'	S 02°26'05" W	22.19'
C23	19.50'	62°12'26"	21.17'	S 36°13'17" W	20.15'
C24	57.00'	25°36'46"	25.48'	S 56°51'53" W	25.27'
C25	1040.00'	2°21'19"	42.75'	N 74°26'35" E	42.75'

**LINE TABLE**

LINE	BEARING	DISTANCE
L18	S 23°23'05" W	4.28'
L19	S 84°16'02" E	20.00'

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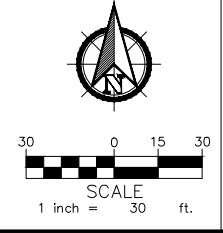
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Designed: DSR  
Prepared: JAV  
Approved: DSB

Job No.: 1060-08  
Scale Horiz: N/A  
Sheet: 5 of 11  
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

- LEGEND**
- ⊙ = BLOCK NUMBER
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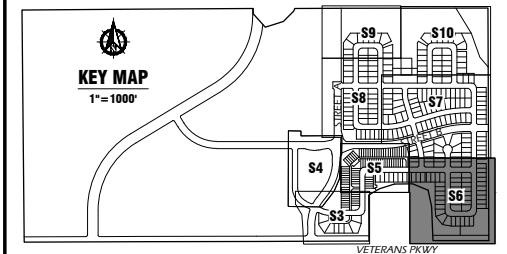
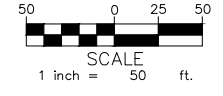
No.	Rev. Date	Revision Type
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Designed: DSB  
 Prepared: JAV  
 Scale Horiz: N/A  
 Sheet: 6 of 11  
 Date: FEBRUARY 8, 2023  
 Approved: DSB

REVERE NORTH FILING NO. 1  
 TOWN OF JOHNSTOWN, COLORADO  
 PRELIMINARY PLAT

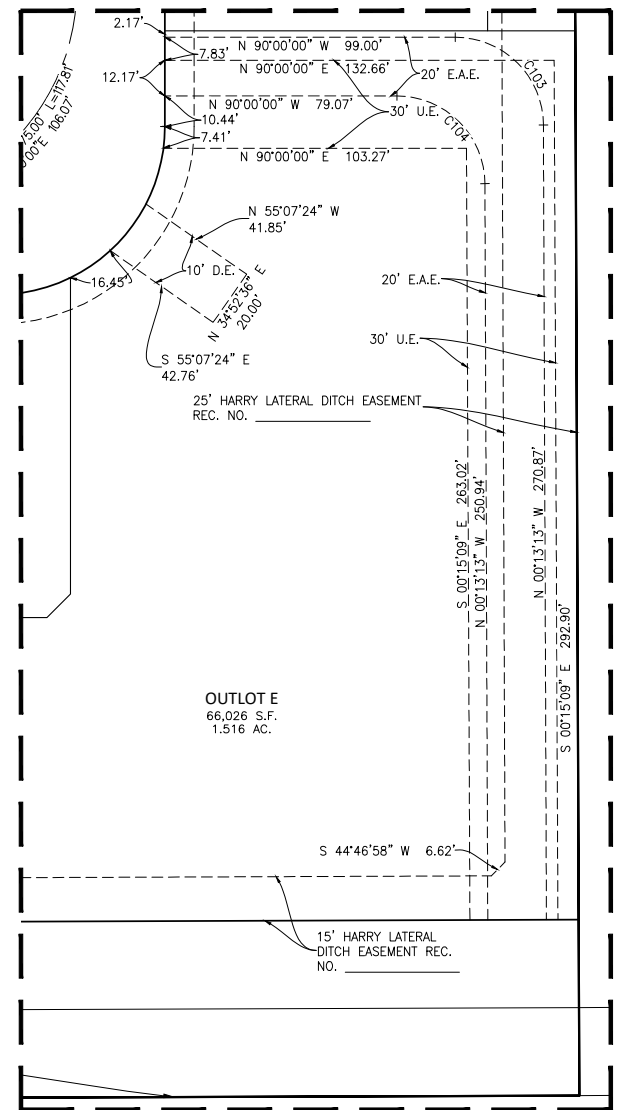
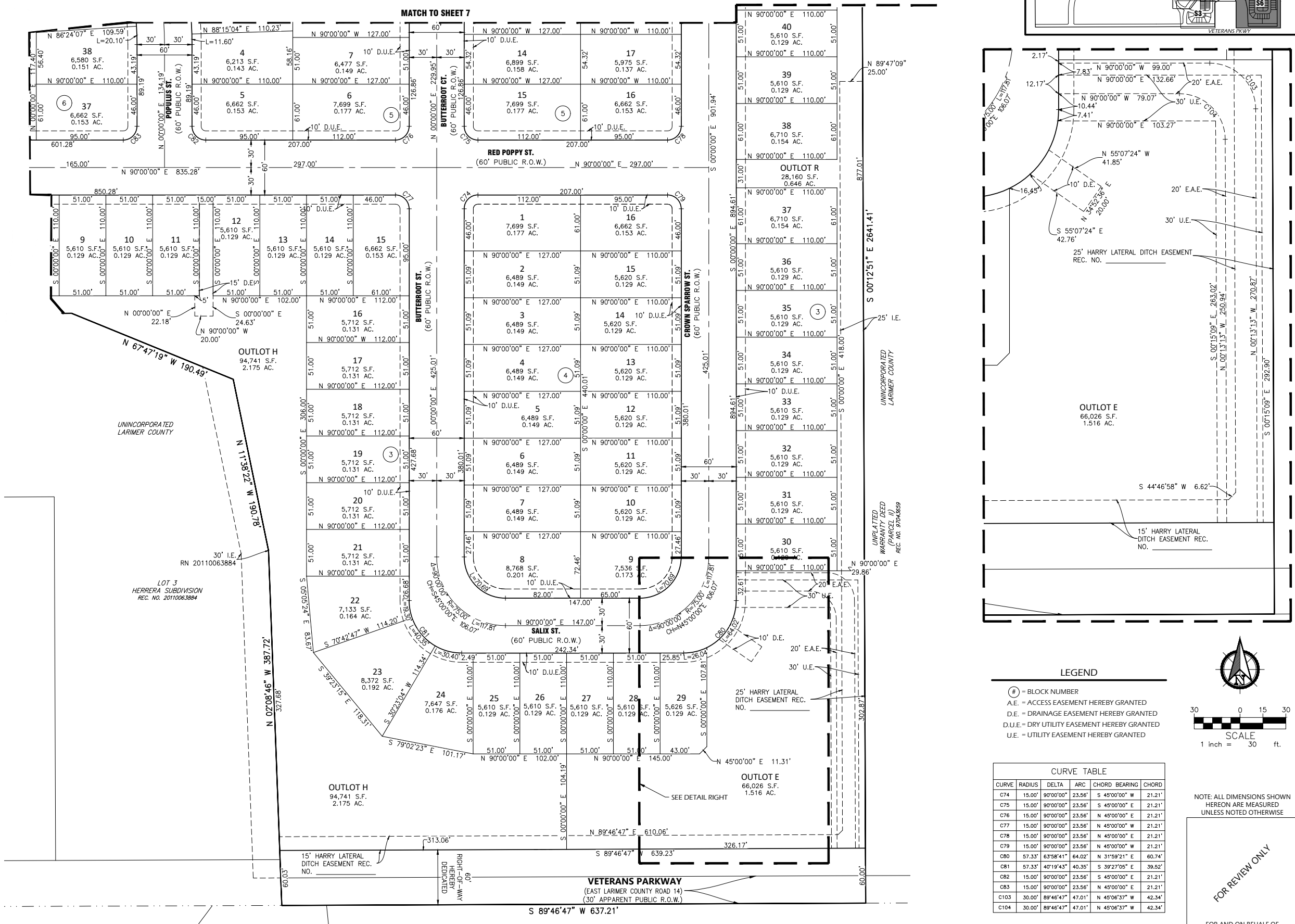
# REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

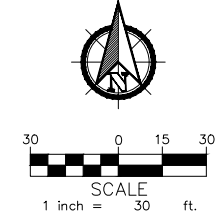


MATCH TO SHEET 5

MATCH TO SHEET 7



- LEGEND**
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  - D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
  - U.E. = UTILITY EASEMENT HEREBY GRANTED



**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C74	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C75	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C76	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C77	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C78	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C79	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C80	57.33'	63°58'41"	64.02'	N 31°59'21" E	60.74'
C81	57.33'	40°19'43"	40.35'	S 39°27'05" E	39.52'
C82	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C83	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C103	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'
C104	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'

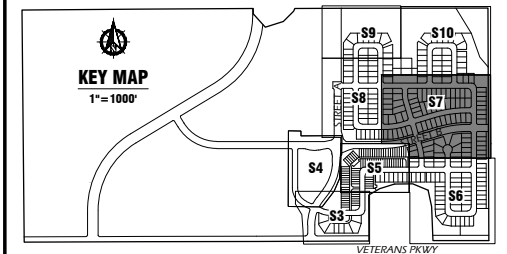
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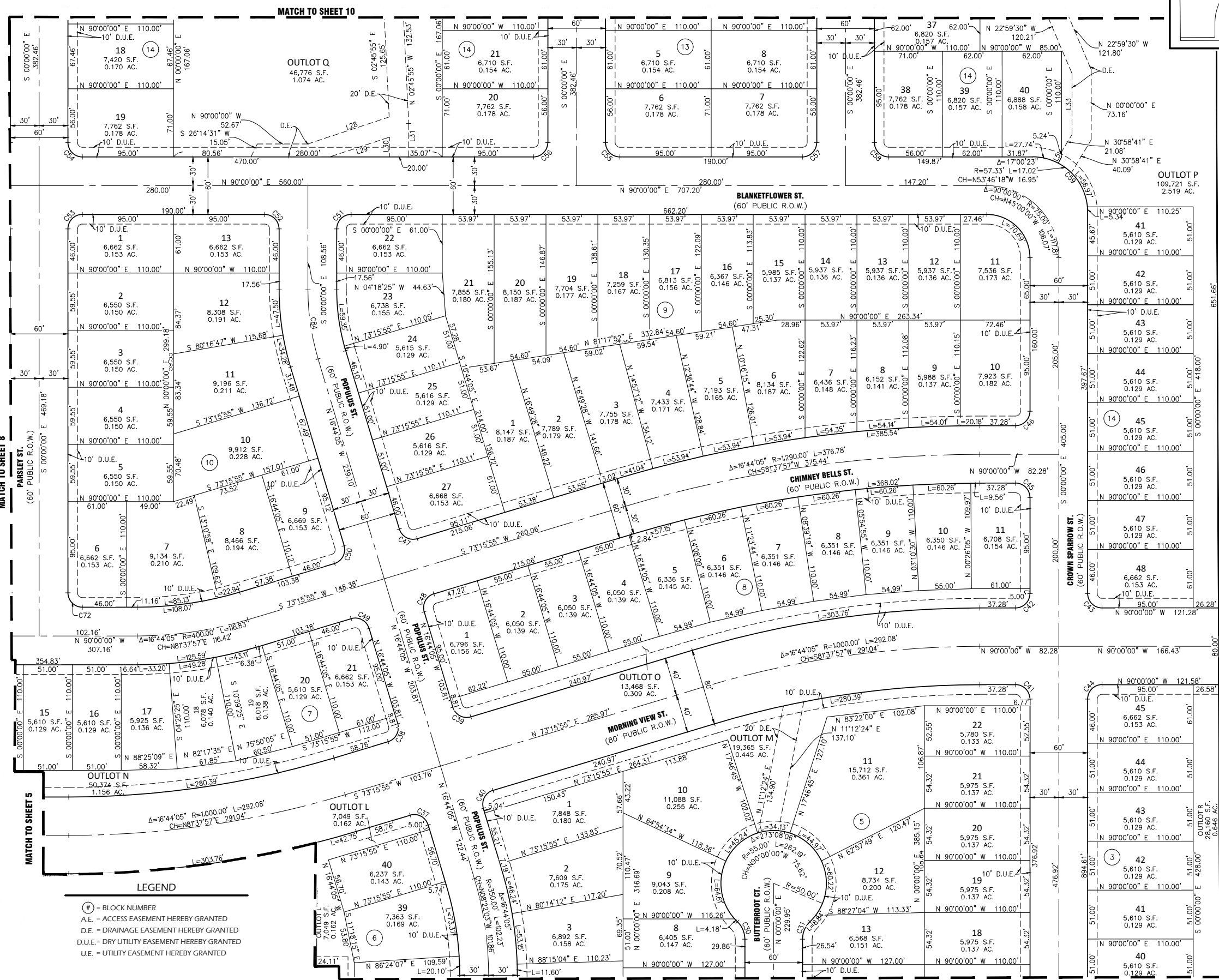
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Item #21

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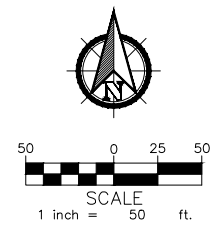


**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C30	25.00'	46°34'03"	20.32'	N 23°17'01" W	19.76'
C31	25.00'	46°34'03"	20.32'	S 23°17'01" W	19.76'
C37	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C38	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C39	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C40	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C41	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C42	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C43	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C44	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C45	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C46	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C47	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C48	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C49	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C50	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C51	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C55	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C57	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C58	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C59	57.33'	56°56'25"	56.97'	N 33°48'17" W	54.66'
C72	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C84	250.00'	16°44'05"	73.02'	S 08°22'03" E	72.76'

**LINE TABLE**

LINE	BEARING	DISTANCE
L5	N 27°43'31" E	7.44'
L28	S 71°40'30" W	89.21'
L29	S 71°40'30" W	65.51'
L30	N 00°00'00" E	20.60'
L31	N 00°00'00" E	34.69'
L33	N 00°00'00" E	63.55'



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1		
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Unplatted Warranty Deed (Parcel I)  
REC. NO. 9704869

Unplatted Warranty Deed (Parcel II)  
REC. NO. 9704869

DESIGNED: JAV  
PREPARED: JAV  
APPROVED: DSB

Job No.: 1060-08  
Scale Horiz: N/A  
Sheet: 7 of 11  
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

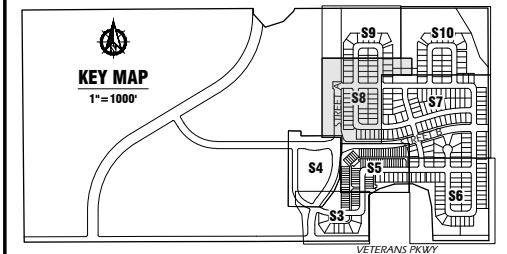
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LJA SURVEYING, INC.

No. 7



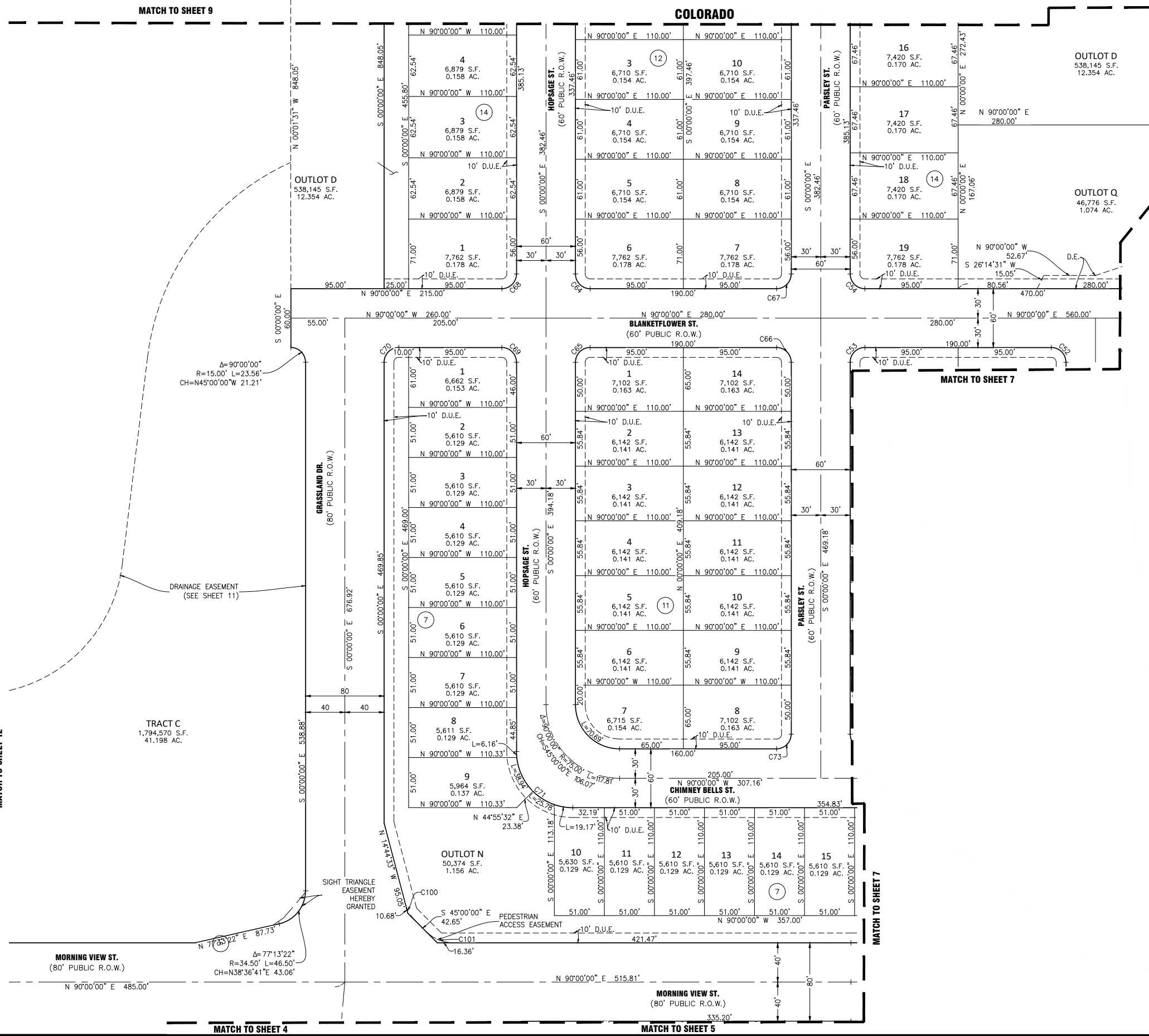
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Item #21

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**LEGEND**

- Ⓢ = BLOCK NUMBER
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- U.E. = UTILITY EASEMENT HEREBY GRANTED

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C64	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C65	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C66	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C67	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C68	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C69	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C70	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C71	57.33'	25°46'04"	26.78'	S 57°57'30" E	25.57'
C73	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C100	39.50'	30°15'27"	20.86'	N 29°52'17" W	20.62'
C101	39.50'	45°00'00"	31.02'	N 67°30'00" W	30.23'

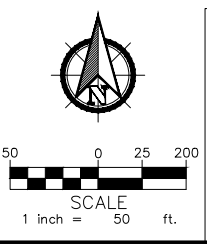
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No.	Rev. Date	Revision Type
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Designed: DSB  
Prepared: JAV  
Approved: DSB

Job No.: 1060-08  
Scale Horiz: N/A  
Sheet: 8 of 11  
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT



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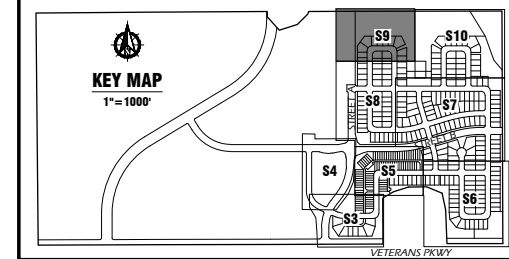
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TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF  
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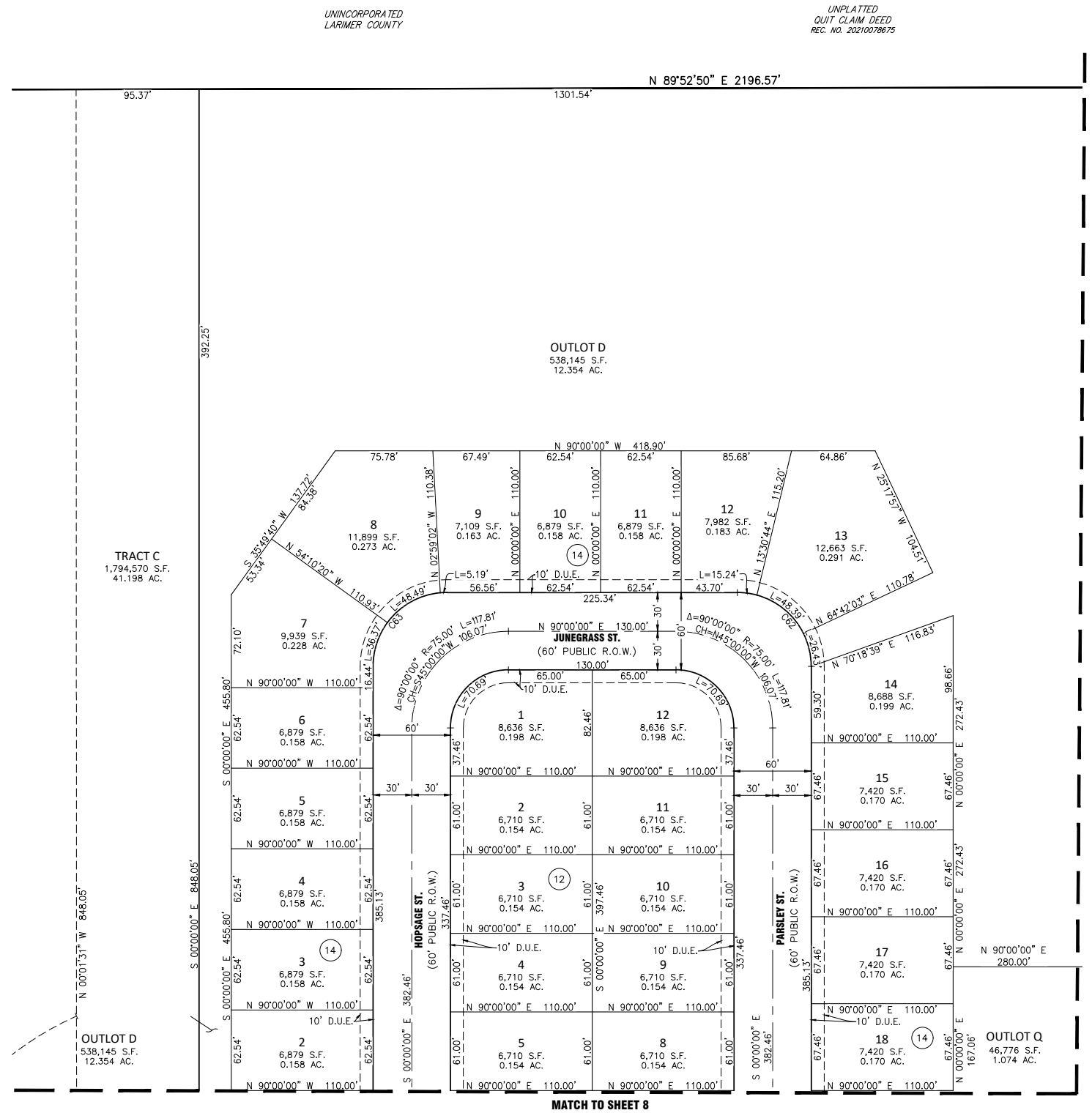
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Job No.: 1060-08  
 Scale Horiz: N/A  
 Sheet: 9 of 11  
 Date: FEBRUARY 8, 2023

### LEGEND

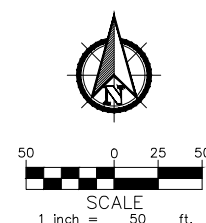
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CURVE TA			
CURVE	RADIUS	DELTA	ARC
C62	57.33'	48°21'28"	48.39'
C63	57.33'	48°27'31"	48.49'



MATCH TO SHEET 10

MATCH TO SHEET 8



NOTE: ALL DIMENSIONS SHOWN  
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TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

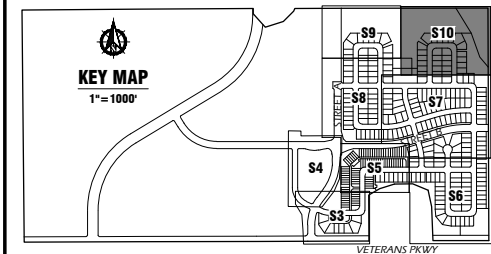
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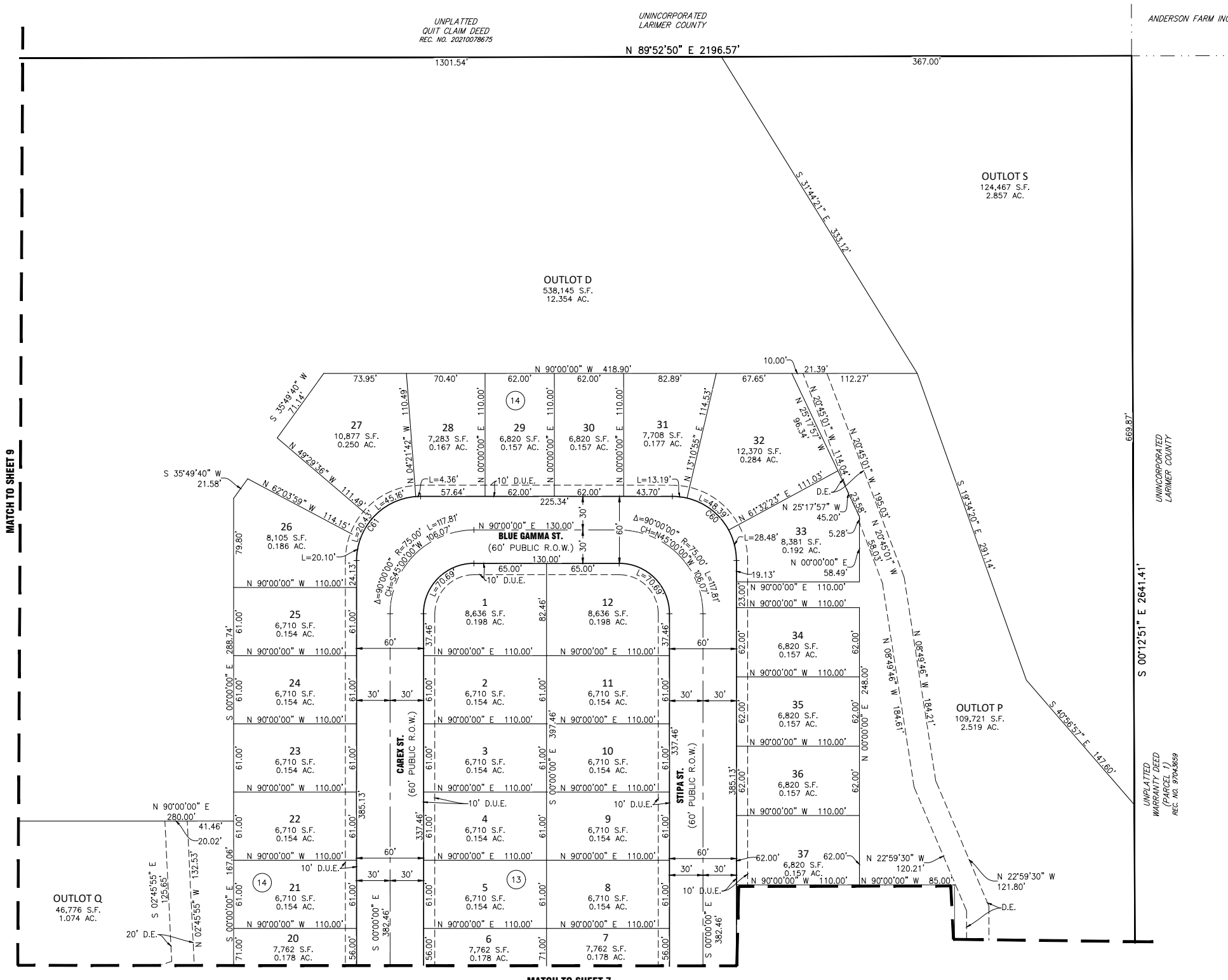


Item #21

### LEGEND

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CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C60	57.33'	48°21'28"	48.39'	N 52°38'21" W	46.96'
C61	57.33'	20°25'03"	20.43'	S 30°17'53" W	20.32'



ANDERSON FARM INC.

UNINCORPORATED LARIMER COUNTY

UNPLATTED QUIT CLAIM DEED REC. NO. 20210078675

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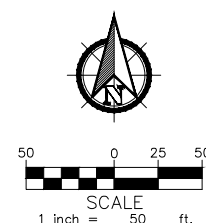
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Designed: DSB  
 Prepared: JAV  
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Job No.: 1060-08  
 Scale Horiz: N/A  
 Sheet: 10 of 11  
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REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

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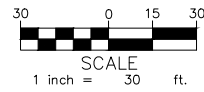
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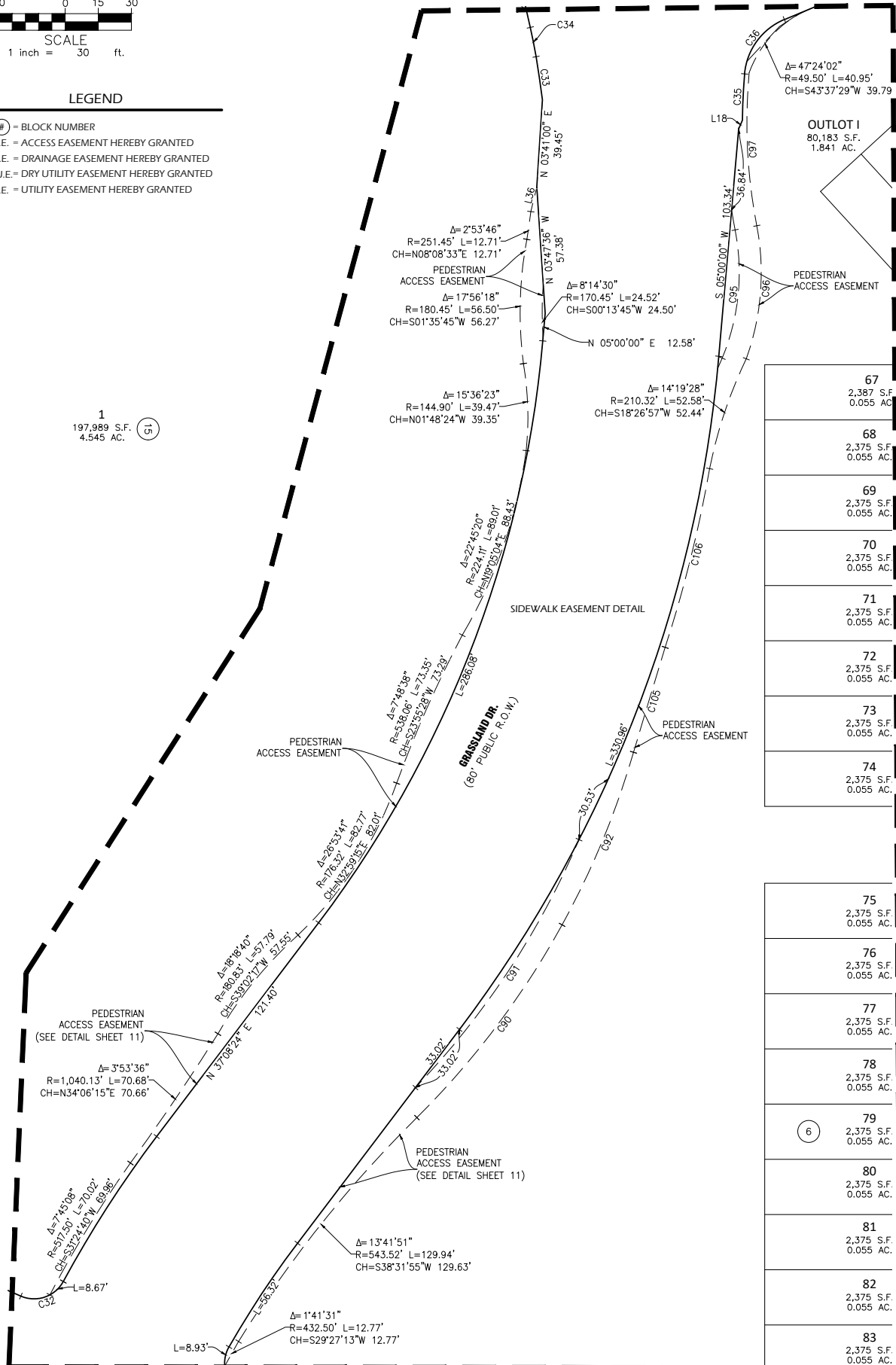
A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



### LEGEND

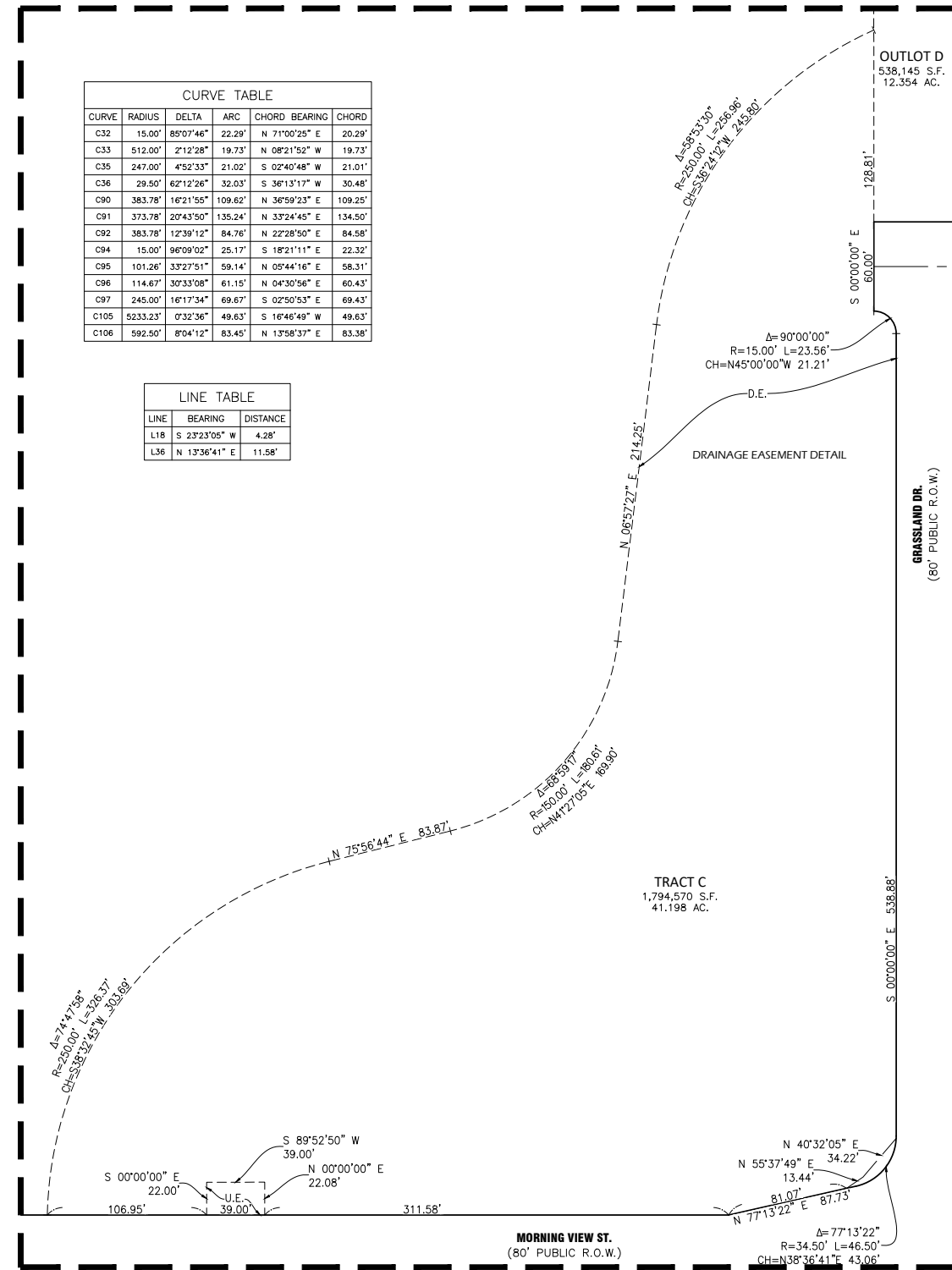
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- U.E. = UTILITY EASEMENT HEREBY GRANTED

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197,989 S.F.  
4.545 AC.



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C33	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C90	383.78'	16°21'55"	109.62'	N 36°59'23" E	109.25'
C91	373.78'	20°43'50"	135.24'	N 32°24'45" E	134.50'
C92	383.78'	12°39'12"	84.76'	N 22°28'50" E	84.58'
C94	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'
C95	101.26'	33°27'51"	59.14'	N 05°44'16" E	58.31'
C96	114.67'	30°33'08"	61.15'	N 04°30'56" E	60.43'
C97	245.00'	16°17'34"	69.67'	S 02°50'53" E	69.43'
C105	5233.23'	0°32'36"	49.63'	S 16°46'49" W	49.63'
C106	592.50'	8°04'12"	83.45'	N 13°58'37" E	83.38'

LINE	BEARING	DISTANCE
L18	S 23°27'05" W	4.28'
L36	N 13°36'41" E	11.58'



No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

Designed: DSB  
 Prepared: JAV  
 Approved: DSB

Job No.: 1060-08  
 Scale Horiz: N/A  
 Sheet: 11 of 11  
 Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1  
TOWN OF JOHNSTOWN, COLORADO  
PRELIMINARY PLAT

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

FOR REVIEW ONLY

FOR AND ON BEHALF OF LJA SURVEYING, INC.



1765 W. 121st Avenue  
Suite 300  
Westminster, CO 80234  
303-421-4224 • www.lja.com

I:\JOB FOLDERS\1060-08\PROD\FINAL PLAT\FINAL PLAT PRINTED ON: 6/23/2023 4:07 PM



REVERE NORTH FILING NO. 1 & 2  
 PRELIMINARY DEVELOPMENT PLAN  
 TOWN OF JOHNSTOWN, COLORADO



SINGLE FAMILY DETACHED

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
  2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



Know what's below.  
 Call before you dig.



PROJECT NAME

REVERE NORTH FILING NO. 1 & 2  
 PRELIMINARY/FINAL DEVELOPMENT PLAN  
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
 06-20-2023  
 REVISION DATE:

SHEET TITLE

ARCHITECTURAL  
 CHARACTER  
 IMAGERY

SHEET NUMBER

L.20

SHEET 30 OF 36

NOT FOR CONSTRUCTION

# REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Know what's below.  
Call before you dig.



PROJECT NAME

REVERE NORTH FILING NO. 1 & 2  
PRELIMINARY/FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
06-20-2023  
REVISION DATE:

SHEET TITLE

NOT FOR CONSTRUCTION

ARCHITECTURAL  
CHARACTER  
IMAGERY

SHEET NUMBER

**L.21**

SHEET 31 OF 36

- NOTES:
- ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
  - MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



1 FRONT ELEVATION BUILDING TYPE A  
NTS



2 FRONT ELEVATION BUILDING TYPE B  
NTS



3 FRONT ELEVATION BUILDING TYPE C  
NTS



4 FRONT ELEVATION BUILDING TYPE D  
NTS

SINGLE FAMILY ATTACHED





# Town of Johnstown

## PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

---

**ITEM:** Public Hearing and Consideration of the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North

**PROJECT NO:** SUB23-0014

**PARCEL NOs:** 8536300002, 8536300001, 8535000002, 8535000003

**DESCRIPTION:** Subdivision of 309.4 acres, illustrating large tracts for future subdivision and development, street right-of-way, and an initial Single-Family residential area with 339 lots

**LOCATION:** North of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway), near future High Plains Blvd. alignment

**OWNER:** Forestar Real Estate Group, LLC

**APPLICANT:** Forestar (USA) Real Estate Group, LLC

**STAFF:** Tyler Smith, Planner II

**HEARING DATE:** August 23, 2023

---

### ATTACHMENTS

1. Vicinity Map
2. Preliminary Plat
3. Preliminary Development Plan
4. Architectural Elevations

### EXECUTIVE SUMMARY

The Applicant, Forestar Real Estate Group, LLC., requests the approval of a Preliminary Plat and Preliminary Development Plan for a 309.4 acre parcel in Larimer County. The applicant proposes 253 single-family detached units and 86 alley-loaded duplex/paired units for a total of 339 residential units in the initial phase, with right-of-way shown for major streets, large tracts for future development, and numerous outlots for easements, landscaping, open space/parks, utilities, and drainage (Attachment 2).

**EXISTING ZONING:** PD - Great Plains Estates Planned Unit Development & ODP

**ADJACENT ZONING & LAND USE:**

- North:** Larimer County - Agriculture
- East:** Larimer County - Agriculture
- South:** Revere Filing No 1 Subdivision and High Plains Estates PD/ODP
- West:** Great Plains Village PD/ODP – future “employment” land uses

**Floodplain:** FIRM Panel #08069C1405G  
Area X - Area of Minimal Flood Hazard

**Oil & Gas:** Five Plugged and Abandoned wells exist in the center of the western half of the overall site; with several never-drilled “Abandoned Locations” on the east.

**Ditches:** A lateral ditch runs along a portion of the south-eastern boundary, adjacent to the existing county residences

**PROPERTY LAND USE HISTORY**

The property comprising Revere North subdivision was annexed into the Town of Johnstown in 2005 under the GHB Annexation No. One and GHB Annexation No. Two, with Ordinance 2005-755. The Great Plains Village Outline Development Plan (ODP) amended any prior ODP in 2019.

**SUBMITTAL AND REFERRALS**

This project submittal included the proposed subdivision and development plan sets, as well as full engineering plans and reports (i.e., grading, drainage, soils, utility, water) for the site. The project was referred to and reviewed by:

- Johnstown Public Works & Utilities Departments
- Felsburg Holt & Ullevig (Town Traffic Engineer)
- Helton & Williamsen (Raw Water Engineer)
- IMEG (Town Engineer)
- JUB (Water System Engineer)
- FRFR (Fire District)
- Weld County School District RE-5J
- Little Thomson Water District

**PROJECT DESCRIPTION & ANALYSIS**

The proposed subdivision provides the concept and intent for a future Final Subdivision & Development Plan to create a mixed use community, starting on the eastern portion of the property with single family residential lots and paired homes, consisting of 339 single-family homes. The subdivision would also create twenty outlots in this area, totaling 30.13 acres for easements, landscaping, open space, detention, and pedestrian access. An amenity center is proposed to serve the entire Revere North subdivision. There is also an active park area located in Outlot Q and a proposed parking area and dog park located in Outlots P & T (Attachment 2).



The subdivision proposes a mix of single-family detached lots with ranging from 6000 to over 7,000 square foot (SF) lots as well as 2,000 SF alley-loaded duplex lots (25' x 80'), with the following breakdown:

RESIDENTIAL LOT TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-4A	12.6	SINGLE FAMILY DETACHED <6,000 S.F.	17	5.0%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	38	11.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.6		79	23.2%
PA-5	12.5	SINGLE FAMILY DETACHED <6,000 S.F.	15	4.4%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	40	11.8%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
	14.4	SINGLE FAMILY DETACHED <6,000 S.F.	53	15.6%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	21	6.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	21	6.2%
<i>SUBTOTAL</i>	19.4		181	53.2%
AMENITY SITE			1	0.3%
<b>TOTAL</b>	<b>44.5</b>		<b>340</b>	<b>100.0%</b>

Overall this mix provides for 25% attached homes; 34.7% lots less than 6,000 SF; 29.1% 6,000-7,000 SF; and 20.3% over 7,000 SF. The architecture provided is conceptual only, and depicts four “character elevations” of the duplex/paired homes, and the single family homes. Final architectural elevations will be provided with Final Development Plans and/or reviewed by Town Staff prior to construction (Attachment 4).

The development also proposes a 4.5-acre lot for an amenity site, which will be a focal point from the access from Veterans Parkway on the east, and ultimately somewhat centered in the overall neighborhood. There is also internal trail network that connects the outlots and pocket parks provided. Common open space areas are provided throughout the developed area and provide community activities for residents and future residents. Outlots will contain the requisite access, drainage, emergency, maintenance and utility easements and open space.

The development will contain a mixture of landscape materials, including small areas of irrigated turf, rock and wood mulch, and native grass. The outlots will be designated open space and detention areas and will be irrigated and maintained by a metro district or homeowners association (Attachment 3).

On Sheet L.24 of the Preliminary Development Plan (Attachment 3) a parking plan is shown, illustrating 10 off-street parking spaces integrated into the private drive by the paired homes, and showing the available on-street parking near the site resulting in a total of 91 spaces, in addition to the 2 car garages and full size driveways planned for those units.

Overall, Staff has no significant outstanding concerns with this preliminary plat and development plan, and believes it will promote the Town's goals of diverse housing types, walkable neighborhoods, efficient development patterns and logical extension of infrastructure. On a neighborhood level, it will play a significant role establishing a community and support future development and extension of the infrastructure for the Great Plains Village ODP area, planned to include a mix of compatible land uses.

## **PUBLIC NOTICE**

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, August 10, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

Neighborhood meetings were held in person (one-on-one) with adjacent property owners in Fall of 2022 to address specific issues, as well as at Town Hall on September 22, 2022, for all owners and residents within 500 feet of the property (prior standard). Comments from the meeting indicated concerns with more urban-level development occurring along WCR50/LRC14 and the higher volume of traffic that is already affecting that corridor. Several folks noted faster driving speeds since the road was paved. The High Plains Blvd. extension was discussed, and overall development in Johnstown, as well as the opportunity for additional value for adjacent properties with the development and new infrastructure.

## **RECOMMENDED FINDINGS, CONDITIONS, AND MOTIONS**

### **Recommended Findings**

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council, that the requested Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the applicable Great Plains Village Outline Development Plan, Town's codes, regulations, and requirements.
3. The proposed subdivision will meet the needs of the community by providing diverse single-family housing. This type of development features an appropriate neighborhood design which meets and exceeds the expectations for new development in Town, offering compatibility with existing and proposed nearby developments.
4. The proposed subdivision will provide for the planned extension of High Plains Boulevard, and connecting roadways, as well as major water and sewer infrastructure in this area of Johnstown.



**Recommended Motion to Approve:**

Based on the application received, information provided at this hearing, and findings noted, I move that the Planning & Zoning Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision.

**Alternative Motions:*****Motion to Recommend Approval with Conditions***

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North subdivision, with the following conditions:

***Motion to Recommend Denial***

I move that the Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision, based on the following findings:



REVERE NORTH FILING 1 & 2  
CASE SUB23-0015

Town Council Meeting  
May 6, 2024

*The Community that Cares*



# VICINITY MAP

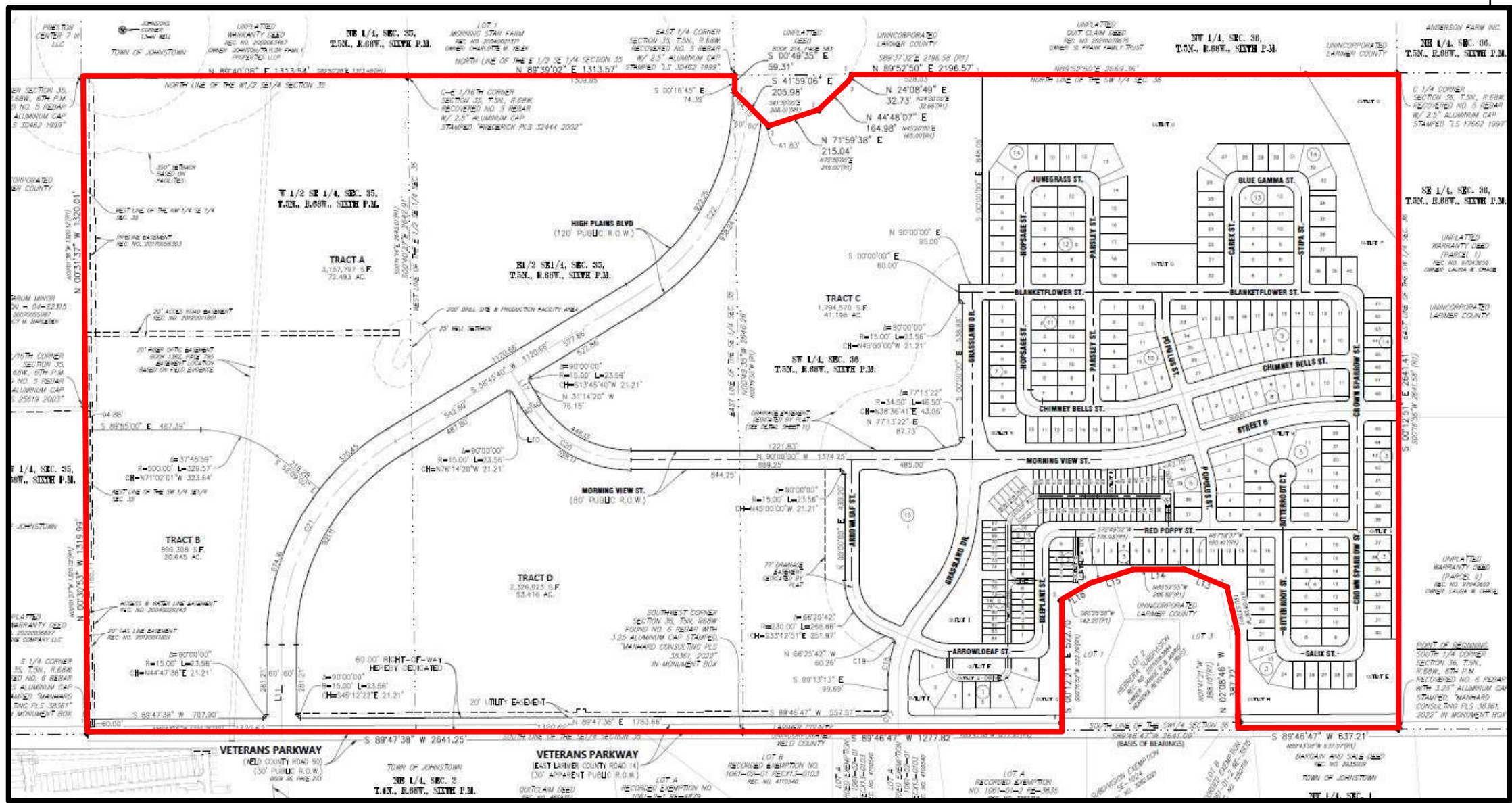
Item #21.



The Community that Cares

# PRELIMINARY PLAT – APPROVED BY TOWN COUNCIL 12/4/2022

Item #21.

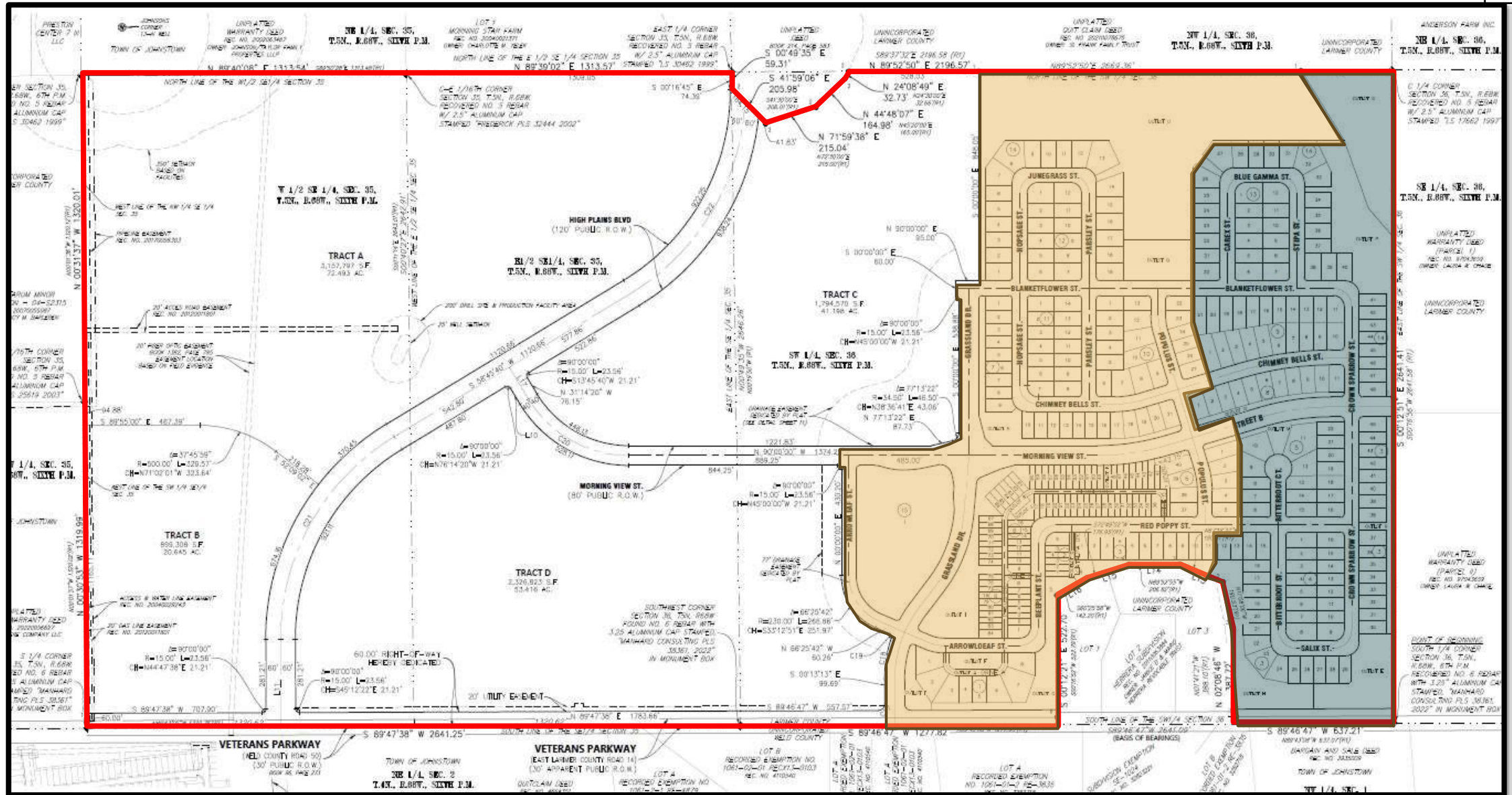


The Community that Cares



# PRELIMINARY PLAT – APPROVED BY TOWN COUNCIL 12/4/2022

Item #21.



The Community that Cares

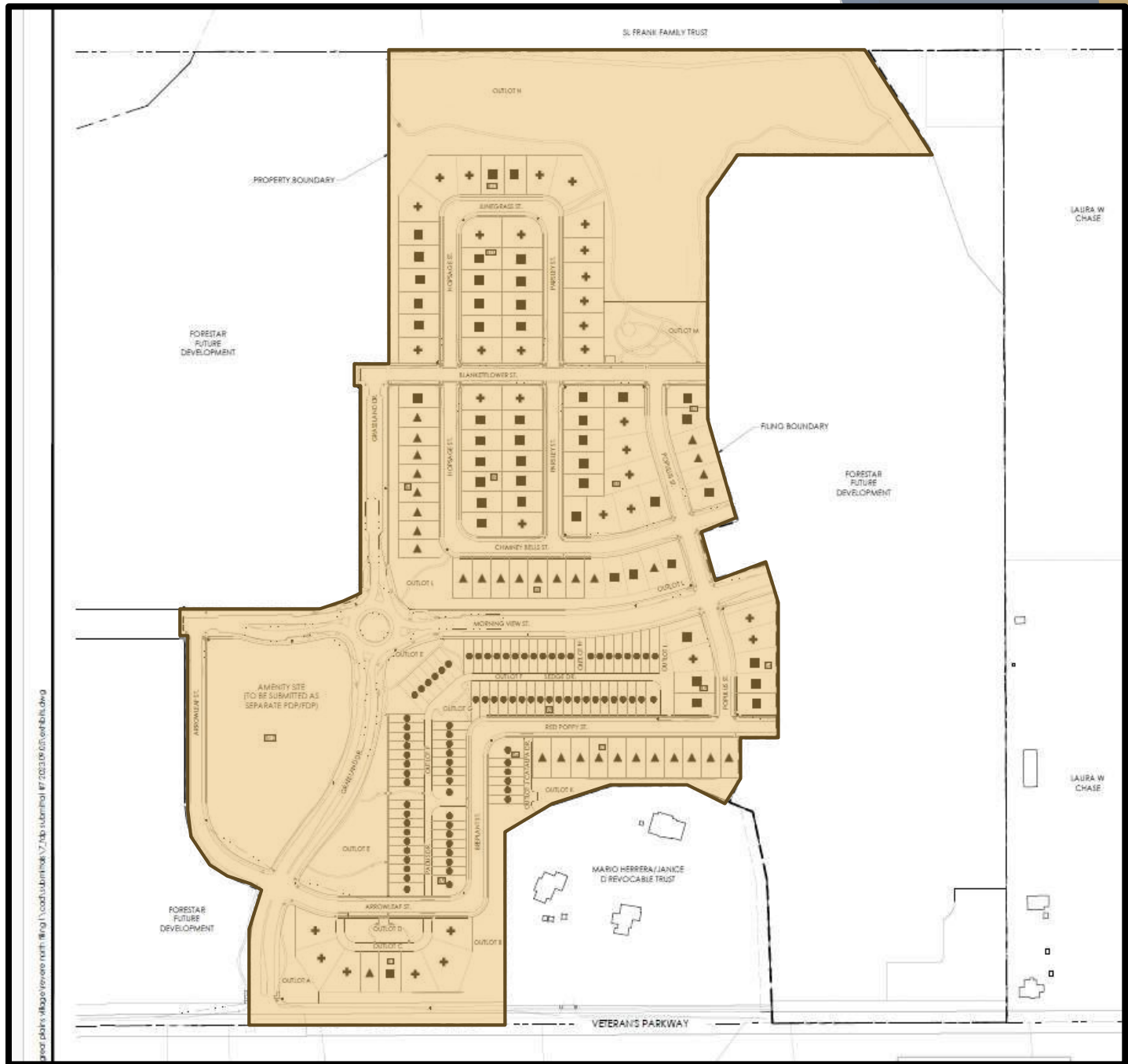
# FILING 1

## LEGEND

- SINGLE FAMILY ATTACHED
- ▲ SINGLE FAMILY DETACHED <6,000 S.F.
- SINGLE FAMILY DETACHED 6,000-7,000 S.F.
- ◆ SINGLE FAMILY DETACHED >7,000 S.F.

## RESIDENTIAL LOT TYPE DATA

FILING 1	HOUSING TYPE	# OF UNITS	% OF UNITS
	SINGLE FAMILY ATTACHED	86	43.0%
	SINGLE FAMILY DETACHED <6,000 S.F.	32	16.0%
	SINGLE FAMILY DETACHED 6,000-7,000 S.F.	48	24.0%
	SINGLE FAMILY DETACHED >7,000 S.F.	33	16.5%
	AMENITY	1	0.5%
<b>TOTAL</b>	<b>200</b>	<b>100.0%</b>	







# ILLUSTRATIVE LAND PLAN

Item #21.





# RECOMMENDATIONS

## **CASE NO. SUB23-0015 – FILINGS 1 & 2**

Based Upon the Content and Findings in the Staff Report, and the Information Provided at this Hearing, I Move to **Approve** the Revere North Subdivision Filings No. 1 and 2 – Case No. SUB23-0015.

## **WATER & SEWER SERVICE AGREEMENT**

I Move to **Approve** the Water and Sewer Service Agreement for Revere North Filings No. 1 and 2, Case No. SUB23-0015.

## **DEVELOPMENT AGREEMENT**

I Move to **Approve** the Subdivision Development and Improvement Agreement with Forestar Real Estate Group, LLC., for Revere North Filing No. 1 and 2, Case No. SUB23-0015.







# REVERE

## AT JOHNSTOWN

**REVERE NORTH FILING NO. 1 and NO. 2  
FINAL DEVELOPMENT PLAN  
FINAL PLAT**

**MAY 6, 2024**

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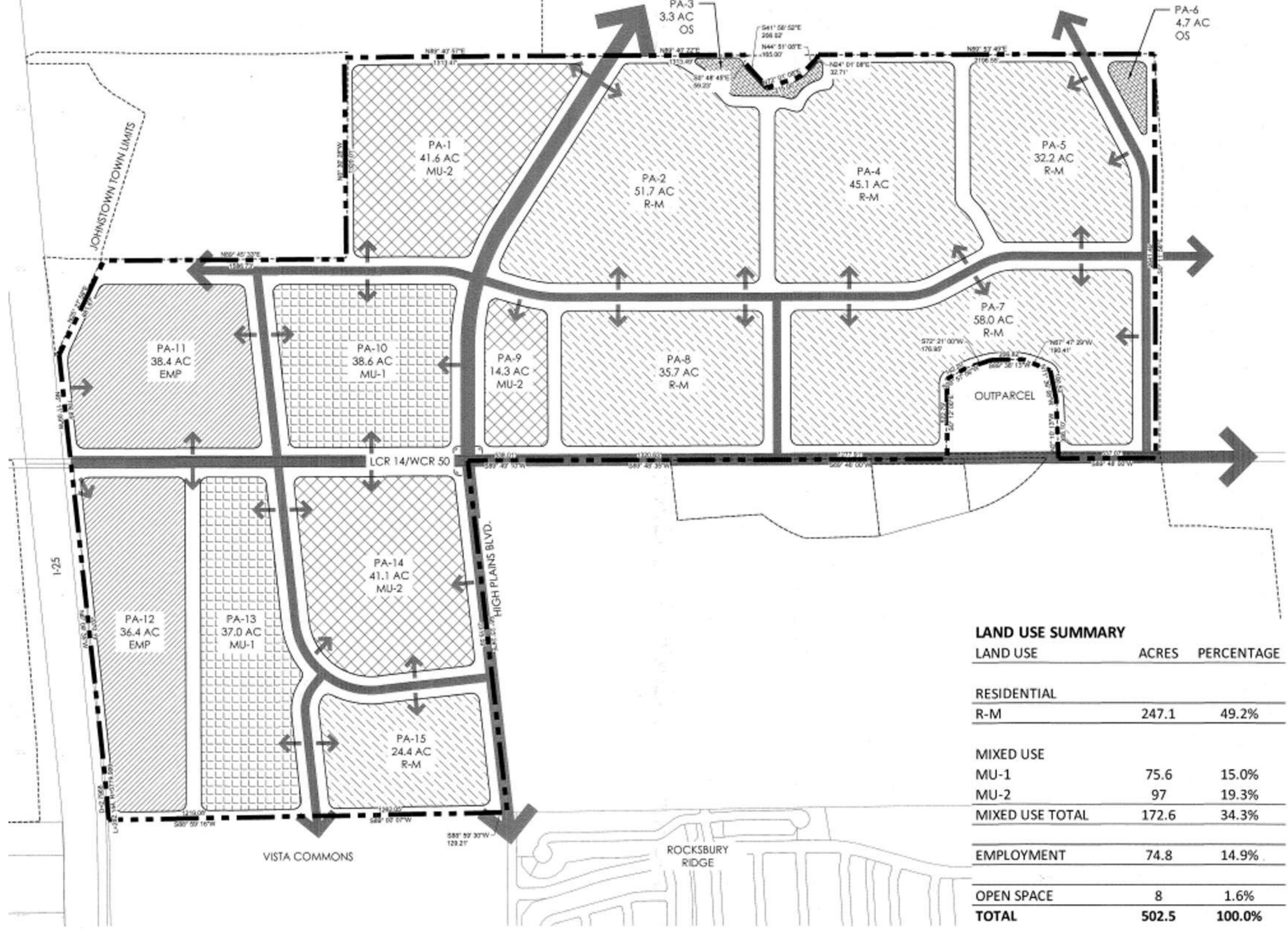
## ENTITLEMENT APPROVALS:

- ODP APPROVED January 6, 2020
  
- PDP APPROVED December 4, 2023
  
- PDP approval subject to two conditions:
  1. The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veteran's Parkway; and
  
  2. The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch.









**LAND USE SUMMARY**

LAND USE	ACRES	PERCENTAGE
<b>RESIDENTIAL</b>		
R-M	247.1	49.2%
<b>MIXED USE</b>		
MU-1	75.6	15.0%
MU-2	97	19.3%
<b>MIXED USE TOTAL</b>	<b>172.6</b>	<b>34.3%</b>
<b>EMPLOYMENT</b>	<b>74.8</b>	<b>14.9%</b>
<b>OPEN SPACE</b>	<b>8</b>	<b>1.6%</b>
<b>TOTAL</b>	<b>502.5</b>	<b>100.0%</b>

**LEGEND**

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

LAND USE PLAN

IAX





# REVERE

AT JOHNSTOWN

## OVERALL SITE PLAN







# REVERE

AT JOHNSTOWN

## SITE ENLARGEMENT







LAURA W. CHASE

MARIO HERRARA / JANICE D REVOCABLE TRUST



# REVERE

AT JOHNSTOWN

## OPEN SPACE & PARKS ENLARGEMENT

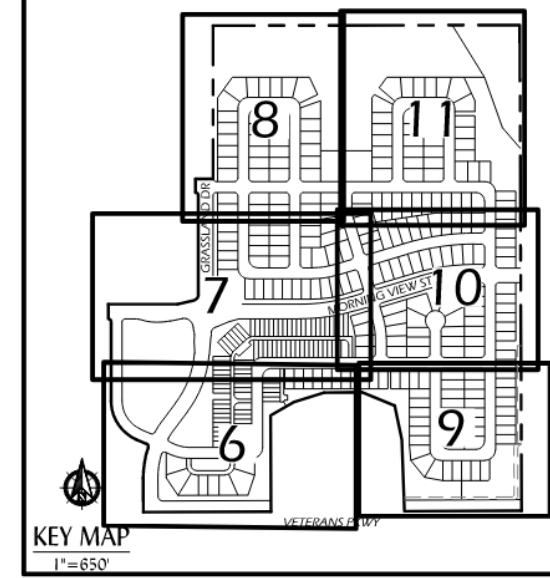




# REVERE NORTH FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTES:

- SEE SHEET 4 (C.6) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
- ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



Item #21.  
Know what's below.  
Call before you dig.

terracing design  
LJA ENGINEERING

PROJECT NAME

REVERE NORTH  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
01-12-2024  
REVISION DATE:

SHEET TITLE

OVERALL PLAN

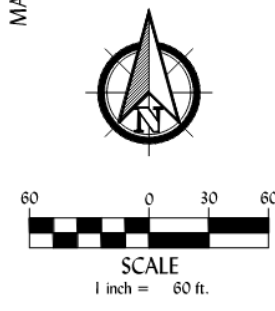
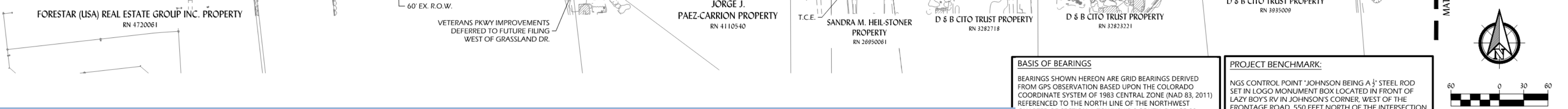
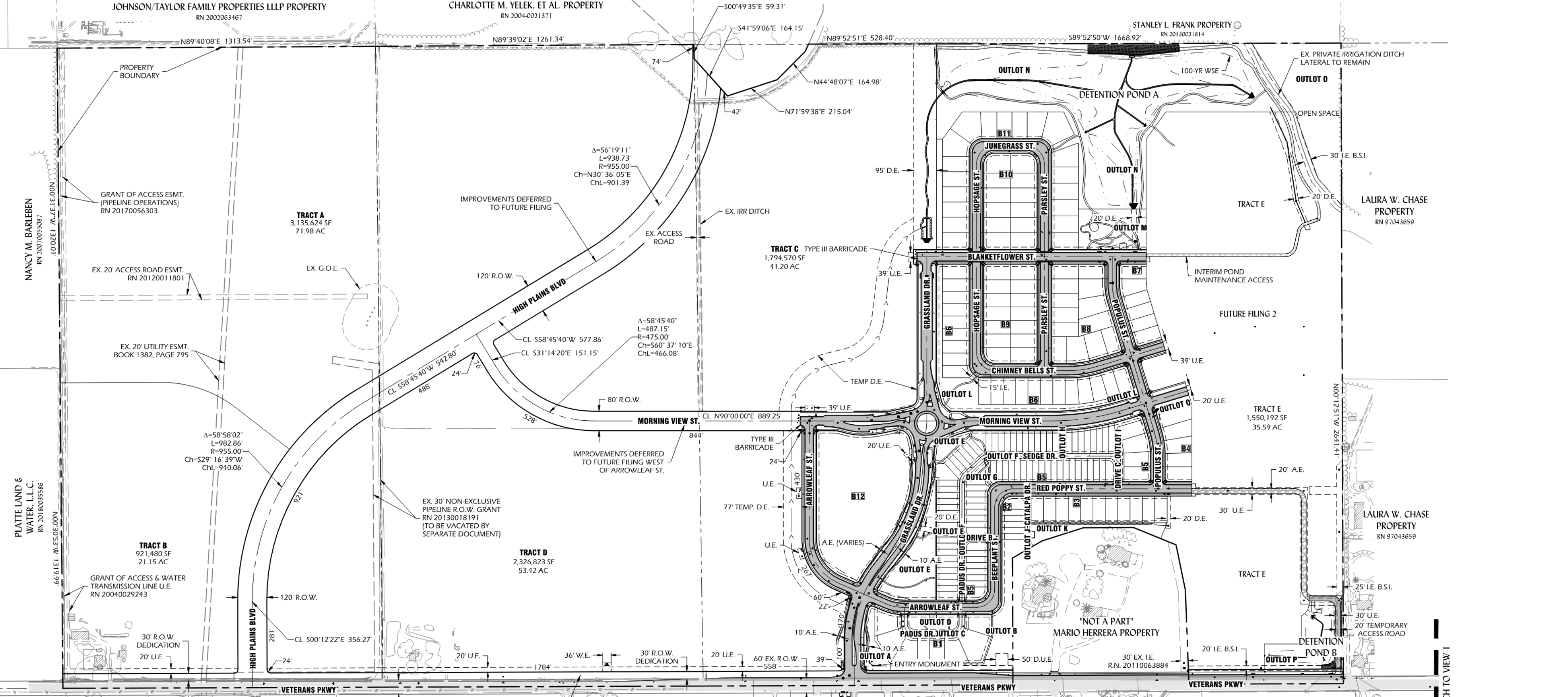
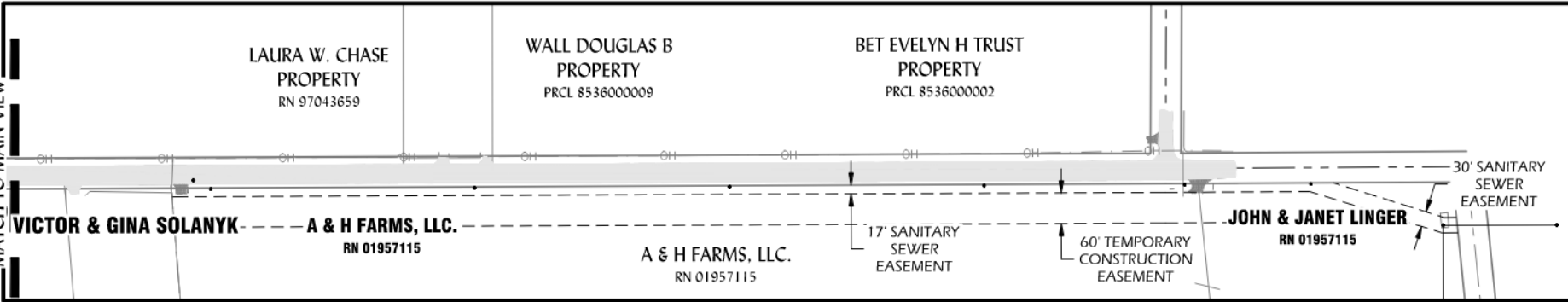
SHEET NUMBER

C.4

SHEET 5 OF 36

406

VIEW 1  
SCALE - 1" = 200'



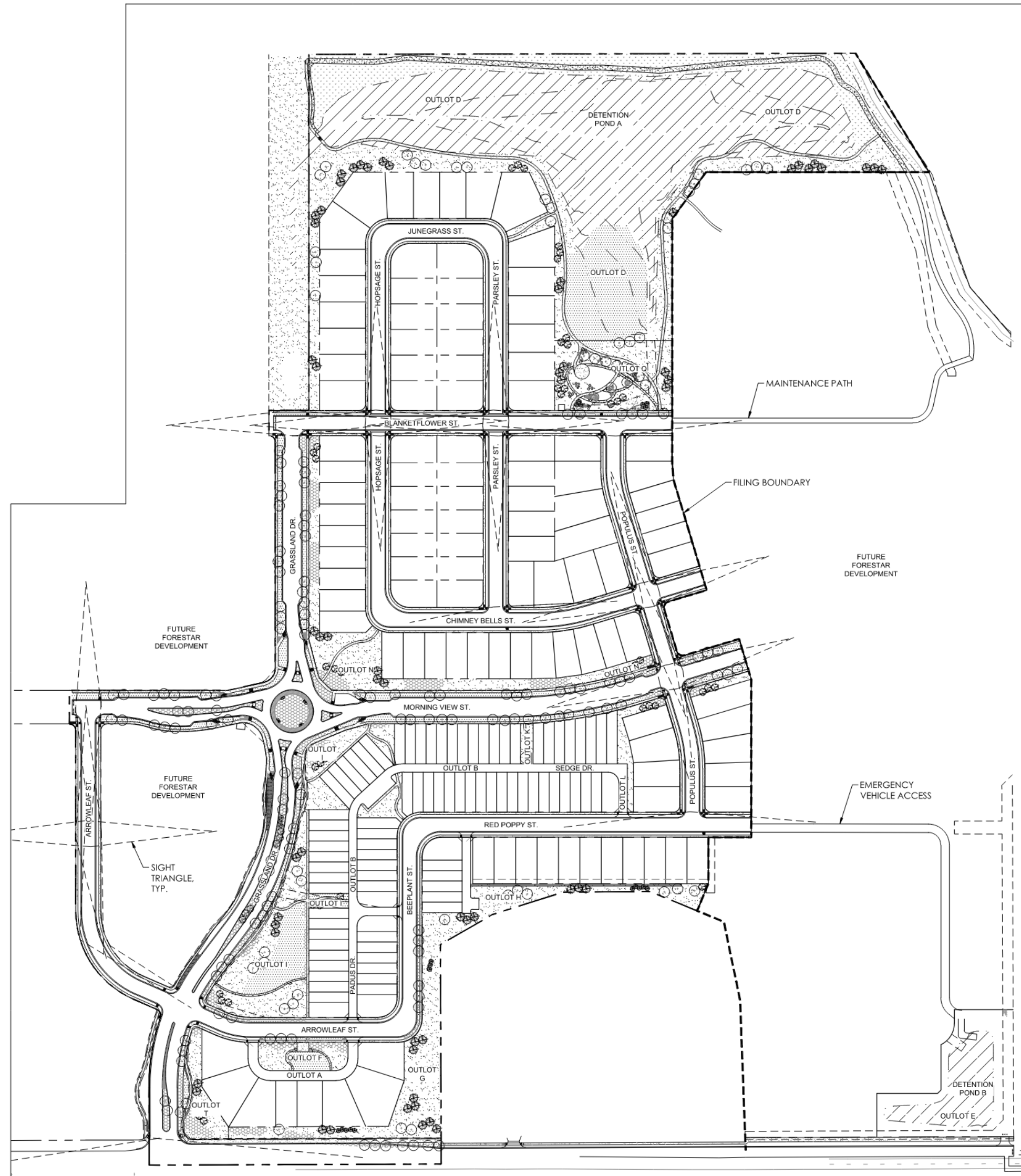
**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°29'31" EAST, A DISTANCE OF 2,648.56 FEET.

**PROJECT BENCHMARK:**  
NGS CONTROL POINT 'JOHNSON BEING A' STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. = 5000.64 (NAVD88)

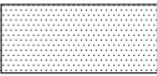









## OVERALL SITE PLAN - Filing 1



# REVERE NORTH FILING NO. 1 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



### LEGEND

-  DROUGHT TOLERANT SOD
-  PERMANENT IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  TEMPORARY IRRIGATED NATIVE GRASS
-  CRUSHER FINES
-  SHRUB BED
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES



PROJECT NAME

**REVERE NORTH FILING NO. 1  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:  
01/12/2024  
REVISION DATE:

SHEET TITLE

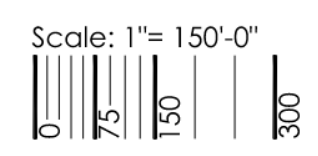
**OVERALL LANDSCAPE  
PLAN**

SHEET NUMBER

**L.1**

SHEET 12 OF 33

407

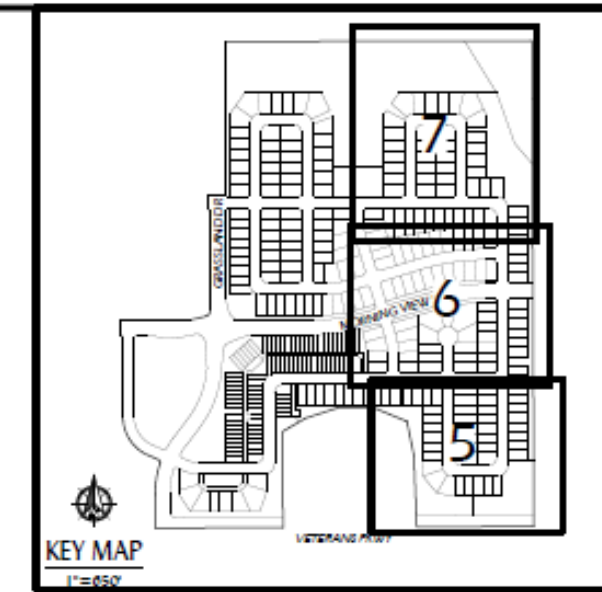


NOT FOR CONSTRUCTION



# REVERE NORTH FILING 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

- NOTES:
- SEE SHEET 4 (C.4) FOR GENERAL ABBREVIATIONS LIST, GENERAL NOTES, AND LEGEND.
  - ALL FLOWLINE CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



Item #21.  
Know what's below.  
Call before you dig.



PROJECT NAME

REVERE NORTH FILING 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:  
01-12-2024

REVISION DATE:

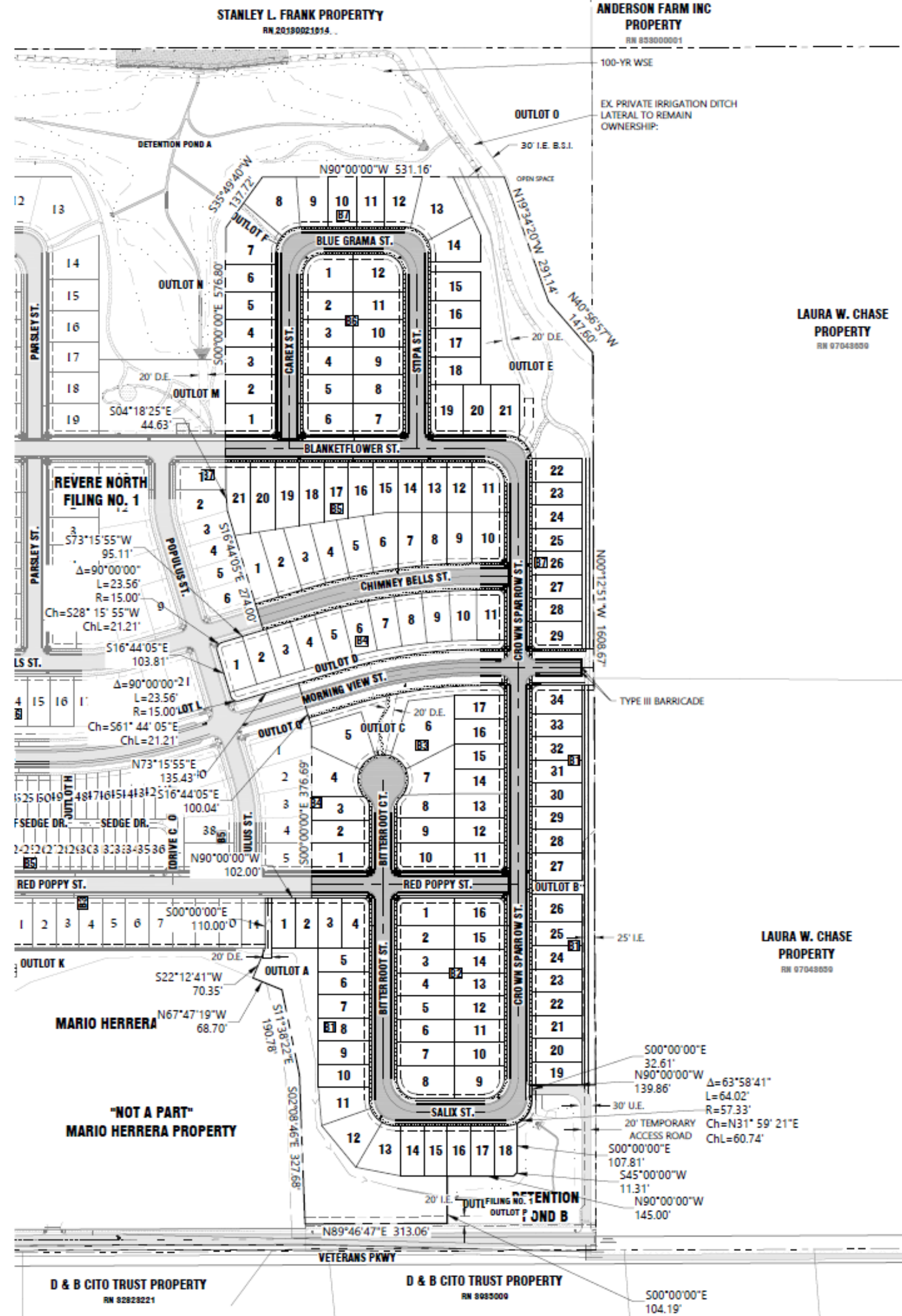
SHEET TITLE

OVERALL PLAN

SHEET NUMBER

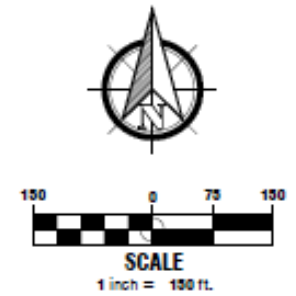
C.4

SHEET 5 OF 36



**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°29'31" EAST, A DISTANCE OF 2,648.56 FEET.

**PROJECT BENCHMARK:**  
NGS CONTROL POINT JOHNSON BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.  
DATUM ELEV. = 5000.64 (NAVD88)



# REVERE NORTH FILING NO. 2 FINAL DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



PROJECT NAME  
**REVERE NORTH FILING NO. 2  
FINAL DEVELOPMENT PLAN  
TOWN OF JOHNSTOWN, COLORADO**

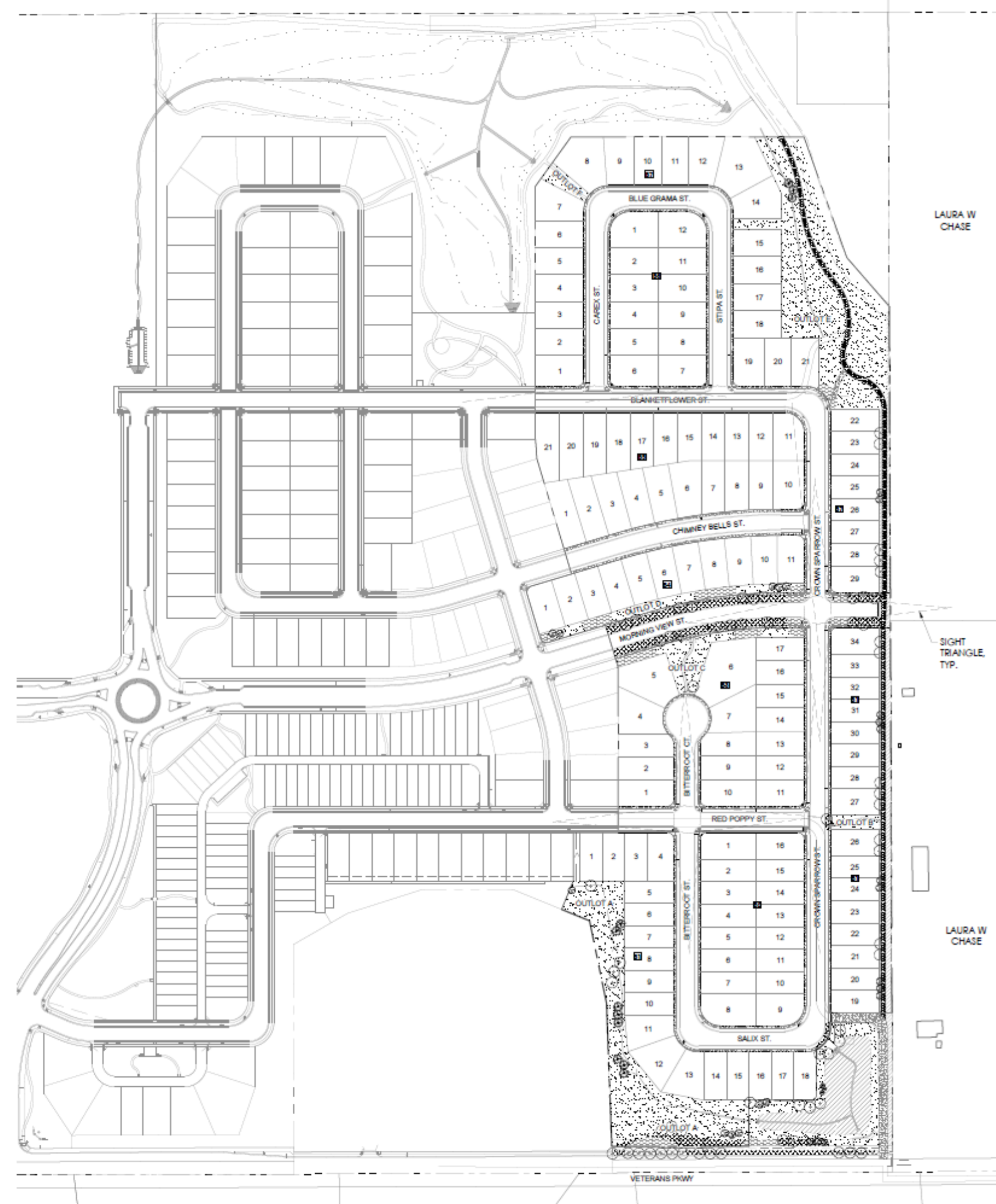
SUBMITTAL DATE:  
01/12/2024  
REVISION DATE:

SHEET TITLE

**OVERALL  
LANDSCAPE  
PLAN**

SHEET NUMBER

**L.1**  
SHEET 9 OF 21



### LEGEND

- CRUSHER FINES
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- DROUGHT TOLERANT SOD
- SHRUB BED
- CONCRETE
- ROCK MULCH
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES

NOT FOR CONSTRUCTION



Scale: 1" = 150'-0"  
0 75 150 300



# ENTITLEMENT APPROVALS:

- ODP APPROVED January 6, 2020
- PDP APPROVED December 4, 2023
  
- PDP approval subject to two conditions:
  1. The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veteran's Parkway;  
  
*- Final design of intersection incorporated into Final Construction Drawings*
  2. The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch.  
  
*- Final agreements executed on April 10, 2024*



FUTURE DEVELOPMENT

ARROWLEAF ST.

GRASSLAND DR.

BEEPLANT ST.

ARROWLEAF ST.

HERERRA SUBDIVISION

VETERANS PARKWAY

PATRICIA A. JANSMA  
PROPERTY

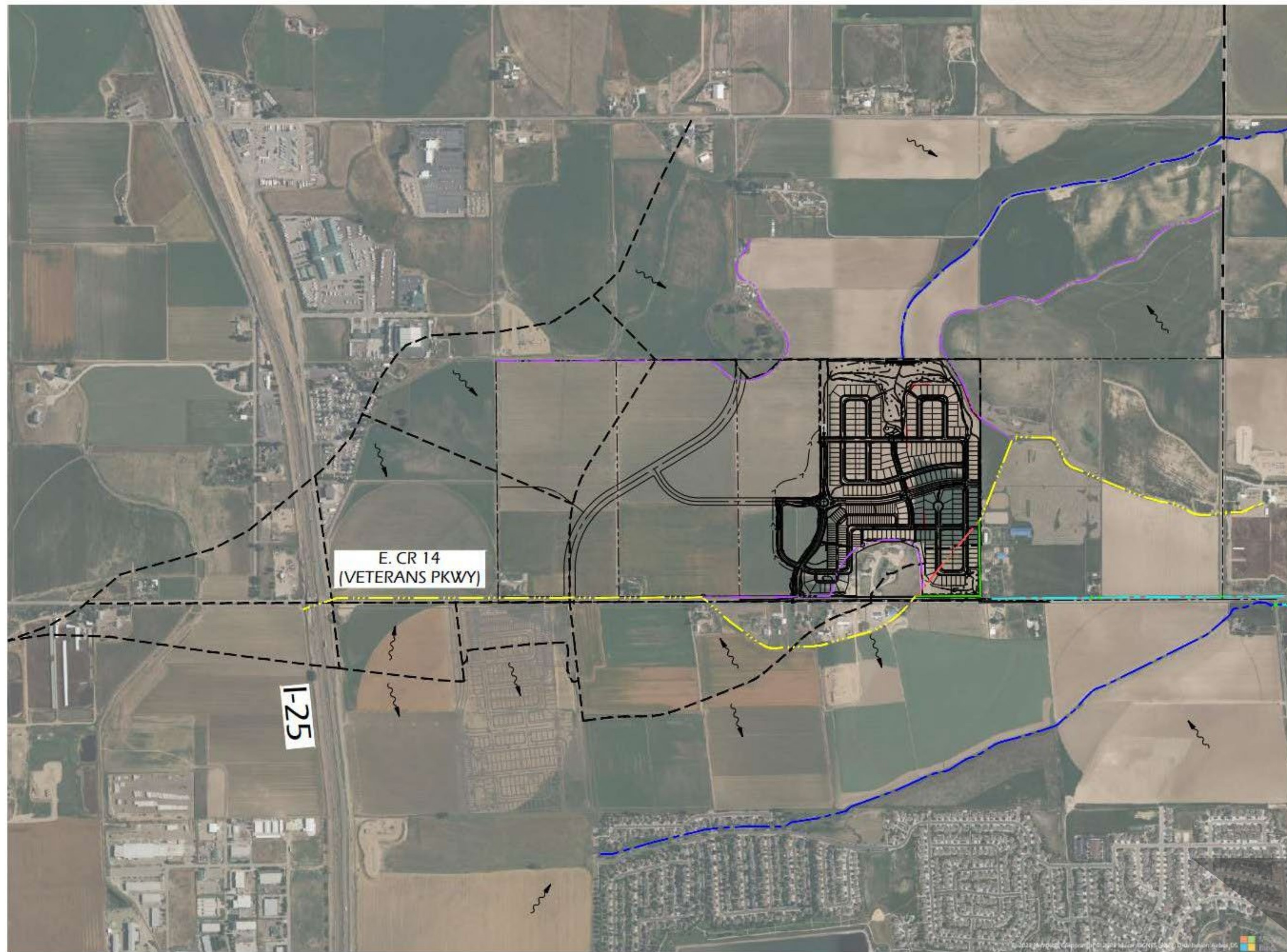
JORGE J.  
PAEZ-CARRION  
PROPERTY

SANDRA M.  
HEILSTONER  
PROPERTY

D&B CITO TRUST  
PROPERTY

CITO VAUGHN  
JACOB





**LEGEND**

- HARRY LATERAL (MAIN)
- HARRY LATERAL (BRANCH)
- MAJOR DRAINAGE CL

E. CR 14  
(VETERANS PKWY)

I-25

350 0 125  
SCALE  
1 inch = 250'

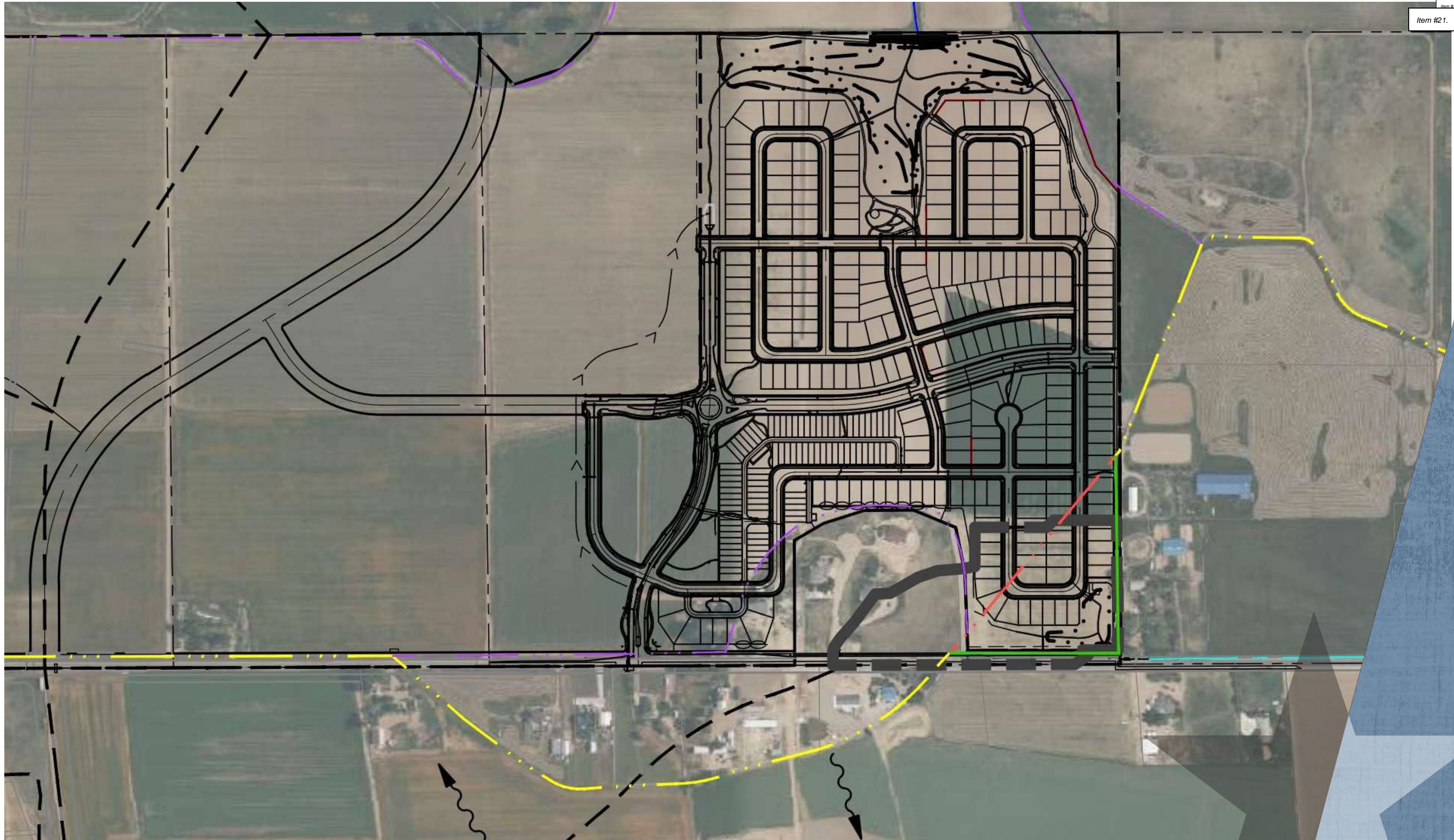


# REVERE

AT JOHNSTOWN

## OVERALL DRAINAGE CONCEPT





# REVERE

AT JOHNSTOWN

## IRRIGATION DITCH DETAIL



*Review Criteria.* A final plat shall be reviewed according to the following criteria.

- a. The layout and design of the final plat is substantially consistent with the approved preliminary plat considering the number and size of lots and outlots; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments. Deviations made necessary due to the further detail in planning, design and engineering, and which meet the standards of this code, are generally considered “substantially consistent” with the preliminary plat.
- b. The construction plans for any utilities, infrastructure, and public or common facilities meet all technical specifications.
- c. All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided.
- d. The phasing and timing of required improvements ensures construction and performance guarantees. Any phasing that meets an approved preliminary plat is presumed acceptable. Any deviations of the final plats from an approved phasing plan shall not alter the timing or coordination of required improvements or amenities in the approved preliminary plat.

## *Review Criteria.* A final plat shall be reviewed according to the following criteria.

e. Deviations in the final plat from the approved preliminary plat may be considered where the change:

- (1) Complies with all applicable zoning standards, subdivision design standards, and meets the intent and design objectives of those standards.
- (2) Does not increase the impact of any development on required improvements beyond the capacity for required improvements identified in the preliminary plat;
- (3) Does not impact any condition of the Planning and Zoning Commission or Town Council associated with the approval of the preliminary plat;
- (4) Is generally consistent with development concepts in the preliminary plat in terms of land uses, scale, and intensity of development, and in no case changes the number of lots, dwelling units, buildings, or sizes of blocks and open spaces by more than 10 percent; and
- (5) If technical studies were required with the preliminary plat, the author of the study shall submit an amendment noting that the change does not impact any findings of the study.

f. Any other changes to the preliminary plat, including significant changes in the phasing or dedication of public lands and rights-of-way, may require resubmittal of a revised preliminary plat.





## THEREFORE:

- We request approval of FDP and Final Plat for Revere North Filing No. 1 and No. 2 based on the associated Final Plat/FDP approval criteria.



# THANK YOU





**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
TOWN OF JOHNSTOWN  
(Revere North, Filing No. 1 & Filing No.2)**

**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 **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation (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 Revere North, Filing No. 1 (“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. 2024-\_\_\_\_, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

**AGREEMENT**

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

**RECITALS**

The Recitals are incorporated as if fully set forth herein.

**DEFINITIONS**

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

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

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

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

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

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

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

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

1.8 **“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.

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

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

1.11 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements



including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.12 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

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

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

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

1.16 **“Town Manager”** shall include the Town Manager and such person’s authorized designee.

## **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, and construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

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

e. **Rights-of-Way, Easements, 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 that would interfere with the intended use and maintenance of the Public Improvements, on all lands and facilities, if any, traversed by the proposed Public Improvements. Unless otherwise agreed by the Town in writing, all such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town 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, encumbrances that would interfere with the intended use and maintenance of the Public Improvements and monetary encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements shall be provided to the Town for review prior to receipt of a building permit. 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 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing 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 (for a particular phase, if applicable) no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension.

2.6 ***Performance Guarantee:*** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

### 3. **Private Improvements**

3.1 ***Pre-Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, and postal service boxes. Landscaping and

fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, and construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

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

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

**3.4 Completion of Private Improvements:** Unless otherwise agreed in writing by the Town Manager, the Private Improvements (for any particular phase, if applicable) shall be completed no later than the date that the Public Improvements for such phase 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 shall allow Developer to defer completion of the landscaping services between October 15 and April 15 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 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, the Revere at Johnstown Metropolitan District Nos. 1-9, or any of them (collectively, "District"), or a special district. The Town shall not be responsible for replacement of the Private Improvements.

#### 4. Dry-Utilities



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

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

### **ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

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

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

5.2 **Maintenance Guarantee.** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the

Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

**5.3 *Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town’s discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

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

**5.5 *Final Acceptance:*** Two (2) years after the Town’s issuance of the Notice of Construction Acceptance, which time period may be extended at the Town’s discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-



compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

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

**5.6 Homeowners Association or Metropolitan District:** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development or shall delegate covenant enforcement and design review services to the District. If a homeowners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association.

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

### **WATER AND SEWER SERVICE**

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to water common landscaped areas, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

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

Acceptance.

### **BUILDING PERMITS**

7.1 The Town shall not issue building permits 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 Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has established a homeowners association, if applicable; (8) the Developer or the District has executed the operations and maintenance agreement related to the stormwater infrastructure; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, (i) the Town shall not unreasonably withhold building permits prior to completion of Private Improvements and Dry Utilities so long as the Developer has provided a Performance Guarantee to the Town in an amount equal to 115% of the total cost of any incomplete Private Improvements and Dry Utilities; and (ii) the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Public Improvements, as determined by the Town in its sole discretion, on the condition that such improvements, including Dry Utilities, be completed prior to the issuance of certificates of occupancy. At the discretion of the Town Manager, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

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

### **OPERATION STANDARDS**

8.1 Basic operation standards are found in the Johnstown Municipal Code and the Civil Engineering Construction Plans. In the event that Developer fails to perform to these standards within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) calendar days, 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.



8.2 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.

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

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

### **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 as set forth in the Great Plains Village Outline Development Plan and the Revere North, Filing No. 1 Final Development Plan.

9.3 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.

9.4 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 Public Improvements and the Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. 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 Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

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

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

### **SPECIAL PROVISIONS**

12.1 The Additional Terms, Conditions or Provisions relating to 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 The Developer or the District 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.

12.3 At least fourteen (14) days prior to the commencement of construction, Developer shall provide written notice to all property owners who are impacted by the construction, along with contact information for a work site supervisor. A list of those contacted and a copy of the notification shall be provided to the Town prior to the commencement of construction. Notification may be by U.S. mail or by delivering a printed flyer to each affected home or business location.

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

**TO DEVELOPER:**

**TO TOWN:**

FORESTAR  
Attn: Ryan Harvey  
9555 S. Kingston Ct.  
Englewood, CO 80112  
Email: [RyanHarvey@Forestar.com](mailto:RyanHarvey@Forestar.com)

TOWN OF JOHNSTOWN  
Attention: Town Manager  
450 So. Parish  
P.O. Box 609  
Johnstown, CO 80534  
Email: [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

FORESTAR  
Attn: Carrie Cappel  
2221 E. Lamar Blvd.  
Suite 790  
Arlington, TX 76006  
Email: [CarrieCappel@Forestar.com](mailto:CarrieCappel@Forestar.com)

Avi S. Rocklin, Esq.  
Law Office of Avi S. Rocklin, LLC  
1437 N. Denver Avenue, #330  
Loveland, CO 80538  
Email: [avi@rocklinlaw.com](mailto:avi@rocklinlaw.com)

13.8 **Costs and Attorney Fees.** If any judicial proceedings may hereafter be brought related to 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.

Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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

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

13.11 ***Governing Law and Venue.*** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. 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.



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

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

13.19 **Landscape Verification:** The landscaping associated with the Final Development Plan (FDP) shall be inspected and verified, upon completion, by the landscape professional(s) who created the plan. A letter from said professional shall be submitted to the Town verifying that the landscaping and irrigation was installed pursuant to the approved landscape plan. Landscaping shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town’s written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. If the design professional(s) who created the landscape plan is no longer in business at the time of landscape installation, Developer shall contract with a licensed landscape architect to complete the inspection and submit the verification letter.





TOWN OF JOHNSTOWN, COLORADO  
A Municipal Corporation

By: \_\_\_\_\_  
Micheal P. Duncan, Mayor

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
THE TOWN OF JOHNSTOWN  
(Revere North, Filing No. 1 & Filing No. 2)**

**EXHIBITS**

**TABLE OF CONTENTS**

<b>EXHIBIT A:</b>	Legal Description of the Property
<b>EXHIBIT B-1:</b>	Copy of Final Plat
<b>EXHIBIT B-2:</b>	Town Resolution Approving Development
<b>EXHIBIT B-3:</b>	Additional Terms, Conditions, or Provisions
<b>EXHIBIT C-1:</b>	Engineer’s Opinion of Cost
<b>EXHIBIT C-2:</b>	Phasing Plan of Public Improvements



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

**EXHIBIT B-1**  
**PLAT**  
(SEE ATTACHED)



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

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

1. Water and Sewer Service Agreement. Concurrent with the execution of this agreement, the Town and Developer are entering into a Water and Sewer Service Agreement (“WSSA”). The WSSA contemplates that the Developer shall use “temporary irrigation”. Upon the establishment of the native grasses, Developer may permanently disconnect the irrigation for the Temporary Irrigation Area and, upon written notice to the Town with proof of the disconnection, in a form acceptable to the Town, obtain a raw water credit in the amount of 1.75 acre-feet per year, which credit will be added back to the Forestar Water Bank for future development pursuant to the Water Bank Agreement.
2. Any plans that include the construction/re-routing of the Harry Lateral Ditch (Ditch Company) shall be reviewed and approved by the Ditch Company, pursuant to the agreement between the Developer and Ditch Company, a copy of which is with the project file.
  - a. It is the responsibility of the developer to coordinate and obtain necessary crossing agreements with the Ditch Company. All crossing agreements shall be provided to the Town for review prior to execution of the agreement and shall be in place prior to construction of the improvements.
3. Traffic Signals. The developer shall, upon the Town’s request, pay a pro rata portion of the cost of the installation of traffic signals or roundabout and related improvements, when warranted, at the intersections of (1) High Plains Boulevard and Veterans Parkway (Weld County Road 50). The appropriate intersections shall be at the sole discretion of the Town. The pro-rata portion shall be determined by the Town primarily based upon the generation of traffic resulting from the development, as determined by an approved traffic study. The pro rata portion shall be paid within sixty (60) days of receipt of written request from the town, unless otherwise agreed to in writing by the Town Manager.
4. Street names on the Final Plat shall be approved by the Town Planner after Town Council approval. Street names shall be approved by the Larimer Emergency Telephone Authority (LETA 911) prior to recording the plat.
5. Civil Engineering Construction Plans shall be approved by the Town Engineer and a pre-construction meeting with the Town hall be conducted prior to commencement of construction of the Public Improvements.
6. Developer understands and agrees that the Town will be constructing Regional Improvements to the sanitary sewer system, including, but not limited to, a sanitary sewer interceptor and regional lift station located east of the intersection of Veteran’s Parkway and Colorado Boulevard (“Regional Improvements”). No certificate of occupancy or



water meters will be issued until the Regional Improvements are complete and capable of serving the Development, as determined by the Town.

**EXHIBIT C-1**

**ENGINEER'S OPINION OF COST  
(ATTACHED)**

**EXHIBIT C-2**  
**PHASING PLAN OF PUBLIC IMPROVEMENTS**  
**(ATTACHED)**



## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“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 an interest in land located in a portion of the SE1/4 of Section 35 and the SW1/4 of Section 36, all in T05N, R68W of the 6<sup>th</sup> P.M., Larimer County, Colorado, described more particularly on Exhibit “A” attached hereto and incorporated herein by this reference (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part the Annexation Agreement dated September 16, 2002; and

WHEREAS, the Subject Property is being developed by Developer as Revere North Filing No. 1, a residential project that will include: 113 single family detached lots and 86 single family attached units with residential landscaping totaling 3.23 acres of spray-irrigated area and 3.36 acres of drip-irrigated area. There will also be common area landscape irrigation consisting of 2.81 acres of spray-irrigated area, 1.37 acres of drip-irrigated area, 8.85 acres of permanently irrigated native grass, and 1.75 acres of temporarily irrigated native grass.; and

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

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

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property dated September 5, 2023. 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 November 9, 2023, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
Residential In-building	62.23	3.11
Irrigation (Permanent)	31.10	26.43
<b>Total (Permanent)</b>	<b>93.33</b>	<b>29.54</b>
Irrigation (Temporary)	1.75	1.49
<b>Total</b>	<b>95.08</b>	<b>31.03</b>

**2. Water Rights Dedication and Credits.** By executing this Agreement, Developer agrees to dedicate 93.33 acre-feet of raw water credit permanently and 1.75 acre-feet of raw water credit temporarily from the Forestar Water Bank. Raw water credit remaining in the Forestar Water Bank may be dedicated to the Town for future development pursuant to the Water Dedication and Water Bank Agreement Between Town of Johnstown and Forestar (USA) Real Estate Group, Inc (“Water Bank Agreement”).

**3. Temporary Irrigation of Native Grasses.** The Temporary Irrigation Area is shown on Exhibit “B,” attached hereto and incorporated herein by reference. Upon the establishment of the native grasses, Developer may permanently disconnect the irrigation for the Temporary Irrigation Area and, upon written notice to the Town with proof of the disconnection, in a form acceptable to the Town, obtain a raw water credit in the amount of 1.75 acre-feet per year, which credit will be added back to the Forestar Water Bank for future development pursuant to the Water Bank Agreement.

**4. 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 Subject Property up to 62.23 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, and 31.10 acre-feet permanently for residential and common area irrigation, and 1.75 acre-feet temporarily for common area irrigation, as described above.

**5. Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the 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.** Upon execution of this Agreement, Developer shall pay to the Town the sum of Fifty-One Thousand Five Hundred dollars (\$51,500.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 93.33 acre-feet per year of estimated permanent water demand and estimated permanent consumptive use of 29.54 acre-feet per year (190 SFE) for the Subject Property and has not been assessed against any of the temporary use. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the



Ordinance, additional fees will 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 Ordinance and this Agreement.

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:

Forestar (USA) Real Estate Group,  
Inc.  
c/o James A. Hayes  
188 Inverness Drive West  
Suite 420  
Englewood, CO 80112

WITH A COPY TO ATTORNEYS:

Carrie Cappel  
2221 E. Lamar Blvd.  
Suite 790  
Arlington, TX 76006

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.  
3401 Quebec St., Suite 3400  
Denver, CO 80207

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

**18. Recordation.** This Agreement 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*





EXHIBIT A  
LEGAL DESCRIPTION



## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“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 an interest in land located in a portion of the SE1/4 of Section 35 and the SW1/4 of Section 36, all in T05N, R68W of the 6<sup>th</sup> P.M., Larimer County, Colorado, described more particularly on Exhibit “A” attached hereto and incorporated herein by this reference (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part the Annexation Agreement dated September 16, 2002; and

WHEREAS, the Subject Property is being developed by Developer as Revere North Filing No. 2, a residential project that will include: 140 single family detached lots with residential landscaping totaling 3.89 acres of spray-irrigated area and 3.23 acres of drip-irrigated area. There will also be common area landscape irrigation consisting of 0.60 acres of spray-irrigated area, 0.41 acres of drip-irrigated area, and 4.49 acres of permanently irrigated native grass; 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 (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property. 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 April 12, 2014, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
Residential In-building	46.20	2.31
Irrigation	21.18	18.00
<b>Total</b>	<b>67.38</b>	<b>20.31</b>

**2. Water Rights Dedication and Credits.** By executing this Agreement, Developer agrees to dedicate 67.38 acre-feet of raw water credit from the Forestar Water Bank. Raw water credit remaining in the Forestar Water Bank may be dedicated to the Town for future development pursuant to the Water Dedication and Water Bank Agreement Between Town of Johnstown and Forestar (USA) Real Estate Group, Inc (“Water Bank Agreement”).

**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 Subject Property up to 46.20 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, and 21.18 acre-feet for residential and common area irrigation, as described above.

**4. Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the 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.

**5. Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of Twenty Thousand, Two Hundred and Fifty dollars (\$20,250.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 67.38 acre-feet per year of estimated permanent water demand and estimated consumptive use of 30.31 acre-feet per year (135 SFE) for the Subject Property. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional fees will 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 Ordinance and this Agreement.

**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:

TO THE TOWN:

Town of Johnstown



Forestar (USA) Real Estate Group,  
Inc.  
c/o James A. Hayes  
188 Inverness Drive West  
Suite 420  
Englewood, CO 80112

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

WITH A COPY TO ATTORNEYS:

Carrie Cappel  
2221 E. Lamar Blvd.  
Suite 790  
Arlington, TX 76006

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.  
3401 Quebec St., Suite 3400  
Denver, CO 80207

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

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

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

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

**10. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought 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.

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

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

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

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

**15. 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.

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

**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*



FORESTAR (USA) REAL ESTATE GROUP, INC.

By: Jan A By  
(name)

Title: VP OF LAND ACQ & ENTITLEMENTS

STATE OF COLORADO )  
 ) ss  
COUNTY OF Arapahoe )

SUBSCRIBED AND SWORN to before me this 26 day of April, 2024 by James Hayer, as the VP of Forestar (USA) Real Estate Group, Inc.

Witness my hand and official seal.

JORDAN SMITH  
Notary Public  
State of Colorado  
Notary ID # 20214024061  
My Commission Expires 06-21-2025

[Signature]  
Notary Public  
Jordan Smith

138 Inverness Dr W, #420, Englewood, CO 80112  
Address  
303 754 3282  
Telephone

My Commission Expires: \_\_\_\_\_

TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Micheal Duncan, Mayor

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

EXHIBIT A  
LEGAL DESCRIPTION



## REVERE NORTH DITCH REALIGNMENT AGREEMENT

**THIS DITCH REALIGNMENT AGREEMENT** (“Agreement”) is made and entered into on this 4<sup>th</sup> day of April, 2024, by and among FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (the “Developer”), REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2, a governmental entity and political subdivision of the State of Colorado (the “District”), and THE HARRY LATERAL DITCH COMPANY, a Colorado mutual ditch corporation (the “Ditch Company” or the “Company”) (together referred to as the “Parties”).

**WHEREAS**, Developer is the owner of certain real property located in Johnstown, Colorado, generally located on the north side of Weld County Road 50 (Veterans Parkway) and east of I-25 (the “Property”), as such property is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference, which Developer seeks to develop for residential uses (the “Project”); and

**WHEREAS**, Ditch Company is the operator of a canal or ditch commonly known as the Harry Lateral Ditch (hereinafter called the “Ditch”); and

**WHEREAS**, the Parties agree that the Company has a valid, existing easement and right of way for the Ditch and across sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize said easement and right of way at the current location of the Ditch, as it crosses the Property, a portion of which is depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Existing Ditch Easement Area”); and

**WHEREAS**, in connection with the Project, the Developer seeks to construct a “Ditch Realignment Project” by realigning a portion of the Ditch that consists of installing a 24-inch (24”) HDPE pipe to direct flow east along WCR 50 and then north along the eastern line of the Property to tie together the upstream and downstream points of this section of the Ditch, as further described and shown on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “New Ditch Easement Area”). Such realignment is necessary for the configuration and construction of streets, sidewalks and other public utilities for the Project, as more particularly described in the Revere North Development Plans, which have been approved and accepted by each of the Parties (the “Realignment Plans” or the “Plans”), and are depicted on **Exhibit “D”** attached to this Agreement and incorporated herein by this reference; and

**WHEREAS**, the Ditch Realignment Project will consist of the realignment of a section of the Ditch consisting of approximately 664 linear feet from Sta 0+50 to Sta 7+14 along WCR 50 (Veterans Parkway) and approximately 831 linear feet from Sta 7+14 to Sta 15+45 along the eastern boundary line for a total of 1,495 linear feet of the Ditch. (the “Realigned Ditch”); and

**WHEREAS**, the Developer will grant, a permanent easement to the Ditch Company, satisfactory to the Company, within the New Ditch Easement Area as part of the Ditch Realignment Project (the "Permanent Easement") in the form of the Revere North Ditch Easement Agreement attached hereto as **Exhibit "E"** (the "Easement Agreement") and upon Realignment Project Acceptance defined in Section 3.4, the Ditch Company will then quit claim all of its rights in the Existing Ditch Easement Area on terms and conditions hereinafter set forth.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of the Agreement of the Parties.

2. Conveyance of Permanent Easement/Quit Claim. In connection with the development of the Property, the Parties agree as follows: (i) the Ditch Company and Developer and District will execute the form of Permanent Easement in the Easement Agreement attached hereto as **Exhibit "E"**; and (ii) upon Realignment Project Acceptance, as described below, the Ditch Company will execute the form of quit claim deed to relinquish its rights to the Existing Ditch Easement Area attached hereto as **Exhibit "F"** and incorporated herein in by this reference (the "Quit Claim"). The Ditch Company will execute and deliver the Easement Agreement and the Quit Claim to the Developer, and the Developer will cause, at its sole cost and expense, recordation of the Easement Agreement and Quit Claim in the real property records of Larimer County, Colorado.

3. Ditch Realignment Project. The Parties agree the Ditch Realignment Project will be completed in accordance with terms of this Section 3.

3.1 Timing of Construction/Impact on Irrigation Activities. The parties acknowledge that Developer will be coordinating construction activities related to the Ditch Realignment Project with other work required in connection with the Project. Developer agrees to work with reasonable diligence toward completion of the Ditch Realignment Project and shall use best efforts to complete said project before April 1, 2024. Developer agrees to complete the Ditch Realignment Project with due care and in a manner that shall in no way interrupt, impede or interfere with the flow of irrigation waters, the related carriage of other waters, the operations and access to the Existing Ditch, or adversely affect the quality of the water in violation of applicable law. The Parties recognize the absolute necessity of the ability of the Ditch Company to operate and therefore in the event the Ditch Realignment Project is not completed by April 1, 2024, Developer shall pay actual damages together with an additional sum of \$25,000.00 per day, every day from April 1<sup>st</sup> to April 21<sup>st</sup> and \$70,000.00 every day from April 22, 2024 until the Project is complete. The Parties agree that (i) no damages or penalties shall be assessed from April 1<sup>st</sup> to April 15<sup>th</sup> so long as the Ditch Company has no



commitment to deliver water to a stockholder calling for water delivery during that time and (ii) no penalties shall be assessed for any period from and after April 1<sup>st</sup> to April 22<sup>nd</sup> if Developer delivers the water otherwise required to pass through the Ditch via alternative means, such as pumps, pipelines and/or re-routing, and such alternative means are expressly reviewed and reasonably approved in writing by the Ditch Company as a temporary acceptable alternative delivery method. Developer and the Ditch Company agree to work together in good faith to coordinate construction activities with irrigation activities. The Ditch Company agrees to provide to Developer reasonable advance notice of activities that will result in the flow of water through the Existing Ditch if they occur outside of the irrigation season. The Ditch Company's irrigation season generally runs from April 1<sup>st</sup> to October 31<sup>st</sup>.

3.2 Plans and Specifications. The Parties have reviewed and agreed upon the Realignment Plans, which shall be the basis for all work completed to realign the Ditch, except as expressly agreed by the Ditch Company. The Ditch Company reserves the right to observe and review the work to the satisfaction of the Company superintendent, the Company's engineer, or other assigned agents.

3.3 Approvals. Developer shall obtain all necessary local city and county, state, and federal approvals, consents, authorizations and permits and shall perform the construction and/or installation associated with the Ditch Realignment Project in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair, and maintenance of the Ditch Realignment Project. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Ditch Realignment Project, the Developer shall provide final plans and specifications and obtain the Company's written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld, and after which the final approved plans shall be the "Plans" for purposes of this Agreement. The Company's review and any approval of such final plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release, or limit the Developer from any obligation, responsibility, or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair, and maintenance of the Ditch Realignment Project per the terms of this Agreement. The Developer and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch, Ditch Easement, Crossing Area, and the improvements that constitute the Ditch Realignment Project. All construction of the improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The Developer shall have the obligation to repair, maintain, or replace the improvements until such obligations are transferred pursuant to the terms and conditions of this Agreement. Upon completion of the improvements that constitute the Ditch Realignment

Project, the Developer shall provide to the Company and the District a certification by a professional engineer licensed in Colorado that the improvements have been constructed in conformance with the approved Plans.

3.4 Project Closeout. Upon completion of the Ditch Realignment Project, Developer shall promptly notify the Ditch Company of such completion and provide to the Ditch Company "as built a/k/a record" drawings for the Realigned Ditch. Within fifteen (15) days of such notice, Developer and the Ditch Company shall jointly perform an on-site inspect of all construction work performed. If any deficiencies in the work or material deviations from the Plans, the Ditch Company shall notify Developer of any such defect within five (5) days of the date of inspection. Developer agrees to remedy the same within a reasonable period of time thereafter. If such remediation is necessary, Developer shall perform the same in accordance with the Plans and take such other reasonable and necessary actions for protection of the Realigned Ditch and surrounding property as determined by the Company. For purposes of the warranty set forth in Section 3.6 below, the Ditch Realignment Project shall be deemed accepted by the Ditch Company in accordance with the following ("Realignment Project Acceptance"): (1) fifteen (15) days after the date of inspection, if no notice of defect is given to Developer within such time as described above; or (2) the date on which such defects are remedied to the reasonable satisfaction of the Ditch Company.

3.5 Ditch Realignment Project Costs and Expenses. The Developer represents that the Ditch Realignment Project is being paid for by Developer and that the Developer is responsible for performing all activities necessary for completion of the Ditch Realignment Project and is responsible for any and all fees, costs and expenses paid to the Ditch Company. It is expressly understood that the Ditch Company is not liable for any such costs, or responsible for completion of said Project.

3.6 Ditch Company's Costs and Expenses. Developer agrees to reimburse the Ditch Company for all reasonable and necessary expenses it incurs in connection with the Ditch Realignment Project, such as for legal work; review of plans and specifications; property inspections; construction supervision and inspections; and motor vehicle use in connection therewith. In addition to the costs and expenses described herein, Developer agrees to pay the Ditch Company a realignment fee of Thirty-Nine Thousand Five Hundred and Seventy Dollars (\$39,570.00) in connection with the execution of this Agreement. The Ditch Company agrees to provide Developer with detailed invoices for expenses incurred and Developer agrees that it shall make payment for such expenses within (30) days of receipt of an invoice or invoices therefor. Developer has paid certain Ditch Company expenses up front, and to the extent such payment exceeds Ditch Company expenses, the excess payment shall be applied to the realignment fee.

3.7 Warranty on Construction. Developer warrants to the Ditch Company that all construction work performed on the Ditch Realignment Project shall be free of



defects and nonconformances in design, materials and workmanship for a period beginning on the date of Realignment Project Acceptance (as described in Section 3.3), and ending five years from such date. Upon timely notice to Developer of a defect, nonconformance, design, material or workmanship issue, Developer shall, at its expense and within a reasonable period of time, remedy any such defect, nonconformance, design, material or workmanship issue to the reasonable satisfaction of the Ditch Company. The warranty shall be transferable from Developer to the Revere at Johnstown Metropolitan District after the first two years of the warranty upon notice to the Ditch Company of the transfer or assignment and written acceptance of the obligations by said District.

3.8 Bond. Developer shall require their contractor to furnish a 100% Performance Bond and 100% Labor and Material Payment Bond with Ditch Company and Developer as dual obligees at Developer's cost and expense in the amount of \$500,000.00, or the amount the Project will cost, whichever is greater. The bonds must be executed by a corporate surety licensed to transact business in Colorado. Such surety shall be named in the Department of Treasury Federal Registry, and the sum of the bonds shall not exceed the underwriting limitation as provided by the current Registry. The bonds must be executed on a form acceptable to the Ditch Company and must be accompanied by an appropriate power of attorney from the surety. The bond shall be furnished prior to commencement of the Project and shall extend through the Realignment Project Acceptance. No change in the terms and conditions of this Agreement or Ditch Company's exercise of any rights and remedies available to it under this Agreement, or under law, shall release or discharge any surety on the bond.

4. Indemnification. The parties agree that the Ditch Company shall not be in any way responsible for any damages caused by the construction activities performed by Developer under this Agreement. To the extent permitted by law, Developer agrees to indemnify and hold harmless the Ditch Company, its officers, directors, employees and agents, from and against any claim for damages by any third party for personal injury, death, property damage or loss, which results from or arises out of any negligent act or omission of Developer, its officers, directors, employees, agents or contractors, in performing any such construction under this Agreement. Nothing in this Agreement shall be deemed to relieve the Ditch Company from liability for damages for personal injury, death, property damage or loss which is caused by the acts or omissions of the Ditch Company, or its' officers, directors, employees or agents or the gross negligence or wanton and willful misconduct of the Company.

5. Maintenance and Repairs. Upon Realignment Project Acceptance, the District will be responsible for any and all maintenance and repair of the Realigned Ditch in accordance with that certain Revere North Ditch Maintenance Agreement to be executed by the District and the Ditch Company simultaneously with the execution of the Easement Agreement as an exhibit to the same.

6. Notice. Any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to Developer: Forestar (USA) Real Estate Group, Inc.  
Attn: Carrie R. Cappel, VP-Region Real Estate  
Counsel  
2221 E. Lamar Blvd., Suite 790  
Arlington, TX 76006

If to Company: The Harry Lateral Ditch Company  
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.  
Attn: Brent Bartlett  
1319 Prospect Road  
Fort Collins, CO 80525  
Email: BrentBartlett@fischerbrownlaw.com

With a copy to: Registered Agent as reflected in the records of the  
Colorado Secretary of State

If to the District: Revere at Johnstown Metropolitan District No. 2  
c/o Mark F Hunter  
Hunter Goodhue, PLLC  
4845 Pearl East Circle, Suite 101  
Boulder, CO 80301

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Binding Nature. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto, their successors or assigns.

9. Assignment. Except as described above in paragraph 3.7, this Agreement may not be assigned, in whole or part, by any party hereto without the express written consent of the other parties hereto, which consent may be granted or withheld in the sole discretion of any such party.




10. No Third Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party to this Agreement.

12. Sections and Headings. Sections and headings herein contained are for organization purpose only and shall not affect the interpretation of this Agreement.

*[The remainder of this page is intentionally blank.]*

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement on the day and year of the last signature below set forth.

**FORESTAR (USA) Real Estate Group, Inc., a foreign corporation**

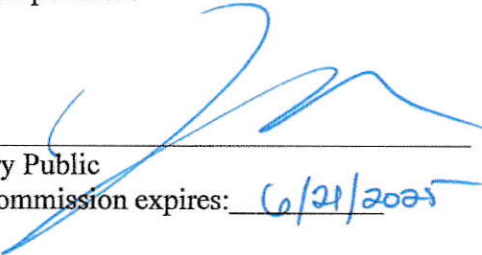
By:   
Ryan Harvey, Vice President  
of Investments and Development

STATE OF Colorado )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 2nd day of April, 2024, by Ryan Harvey, Vice President of Investments and Development, Forestar (USA) Real Estate Group, Inc., a foreign corporation.

Witness my hand and official seal.

JORDAN SMITH  
Notary Public  
State of Colorado  
Notary ID # 20214024061  
My Commission Expires 06-21-2025

  
Notary Public  
My commission expires: 6/21/2025





**THE HARRY LATERAL DITCH COMPANY**  
**A Colorado mutual irrigation company,**

By: *Mario Herrera*  
Mario Herrera, President

STATE OF COLORADO    )  
  ) ss.  
COUNTY Weld        )

The above and foregoing Agreement was acknowledged before me this 4<sup>th</sup> day of April, 2024, by Mario Herrera, President of the Harry Lateral Ditch Company, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

MY commission expires: 3 Sep 2025

*Erica Schultz*  
Notary Public





**Exhibit A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

## Exhibit A

## LEGAL DESCRIPTION OF THE PROPERTY

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°30'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

(CONTINUED)



(EXHIBIT A CONTINUED)

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

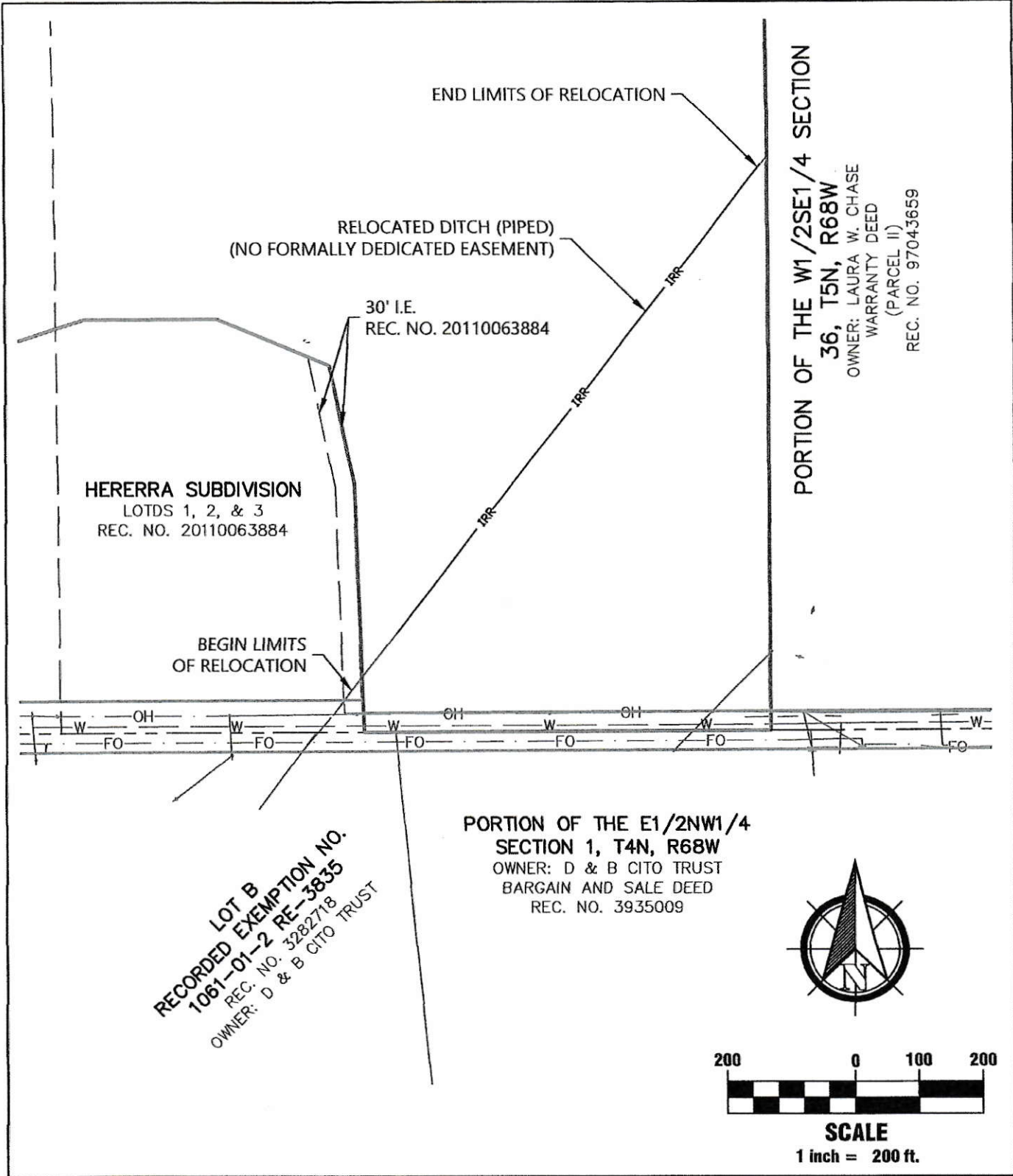
THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

**Exhibit B**  
**EXISTING DITCH EASEMENT AREA**






1765 W. 121st Avenue  
Suite 300  
Westminster, CO 80234  
303-421-4224  
www.lja.com

**Revere North**  
**Harry Lateral Agreements**  
**Exhibit B - Existing Ditch**

Prepared: KRL	Horiz. Scale: 1" = 200'	Job No.: CO1060-08	Sheet: 1 of 1
Approved: KRL	Vert. Scale: n/a	Date: February 14, 2024	

**Exhibit C**  
**NEW DITCH EASEMENT AREA**



**EXHIBIT C**  
**NEW DITCH EASEMENT AREA**

THOSE PORTIONS OF THAT PARCEL OF LAND AS DESCRIBED IN THAT SPECIAL WARRANTY DEED AS RECORDED UNDER RECEPTION NO. 20220035689 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDERS OFFICE, SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 00°12'51" EAST, BEING MONUMENTED AT THE CENTER QUARTER-SECTION CORNER OF SAID SECTION BY A 2.5" ALUMINUM CAP STAMPED "LS 17662 1997" AND AT THE SOUTH QUARTER-SECTION CORNER BY A 3.25" ALUMINUM CAP STAMPED "MANHARD CONSULTING PLS 38361, 2022" IN A MONUMENT BOX AS SHOWN HEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**HARRY LATERAL DITCH EASEMENT DESCRIPTION**

**COMMENCING** AT SAID CENTER QUARTER-SECTION CORNER OF SECTION 36;

THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 00°12'51" EAST A DISTANCE OF 1,719.39 FEET TO THE **POINT OF BEGINNING**

THENCE CONTINUING ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 00°12'51" EAST, A DISTANCE OF 862.02 FEET TO A POINT 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36 AND ALONG A LINE BEING 60.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 89°46'47" WEST A DISTANCE OF 639.23 FEET;

THENCE NORTH 02°8'46" WEST A DISTANCE OF 15.01 FEET TO A POINT 75.00 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36,

THENCE ALONG A LINE BEING 75.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, NORTH 89°46'47" EAST A DISTANCE OF 610.06 FEET;

THENCE NORTH 44°46'58" EAST A DISTANCE OF 6.62 FEET TO A POINT 25.00 FEET WESTERLY OF SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36;

THENCE ALONG A LINE BEING 25.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, NORTH 00°12'51" WEST A DISTANCE OF 817.33 FEET;

THENCE NORTH 44°46' 02" EAST A DISTANCE OF 35.37 FEET TO THE **POINT OF BEGINNING.**

(CONTINUED ON SHEET 2)

(CONTINUED FROM SHEET 1)

CONTAINING A CALCULATED AREA OF 30,466 SQUARE FEET OR 0.699 ACRES, MORE OR LESS.

**HARRY LATERAL DITCH EASEMENT ACCESS DESCRIPTION**

**COMMENCING** AT SAID CENTER QUARTER-SECTION CORNER OF SECTION 36;

THENCE SOUTH 04°06'22" WEST A DISTANCE OF 1834.23 FEET TO THE **POINT OF BEGINNING:**

THENCE NORTH 90°00'00" EAST A DISTANCE OF 113.18 FEET TO A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT;

THENCE ALONG SAID WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT, SOUTH 00°12'51" EAST A DISTANCE OF 31.00 FEET;

THENCE DEPARTING SAID WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT, NORTH 90°00'00" WEST A DISTANCE OF 113.30 FEET;

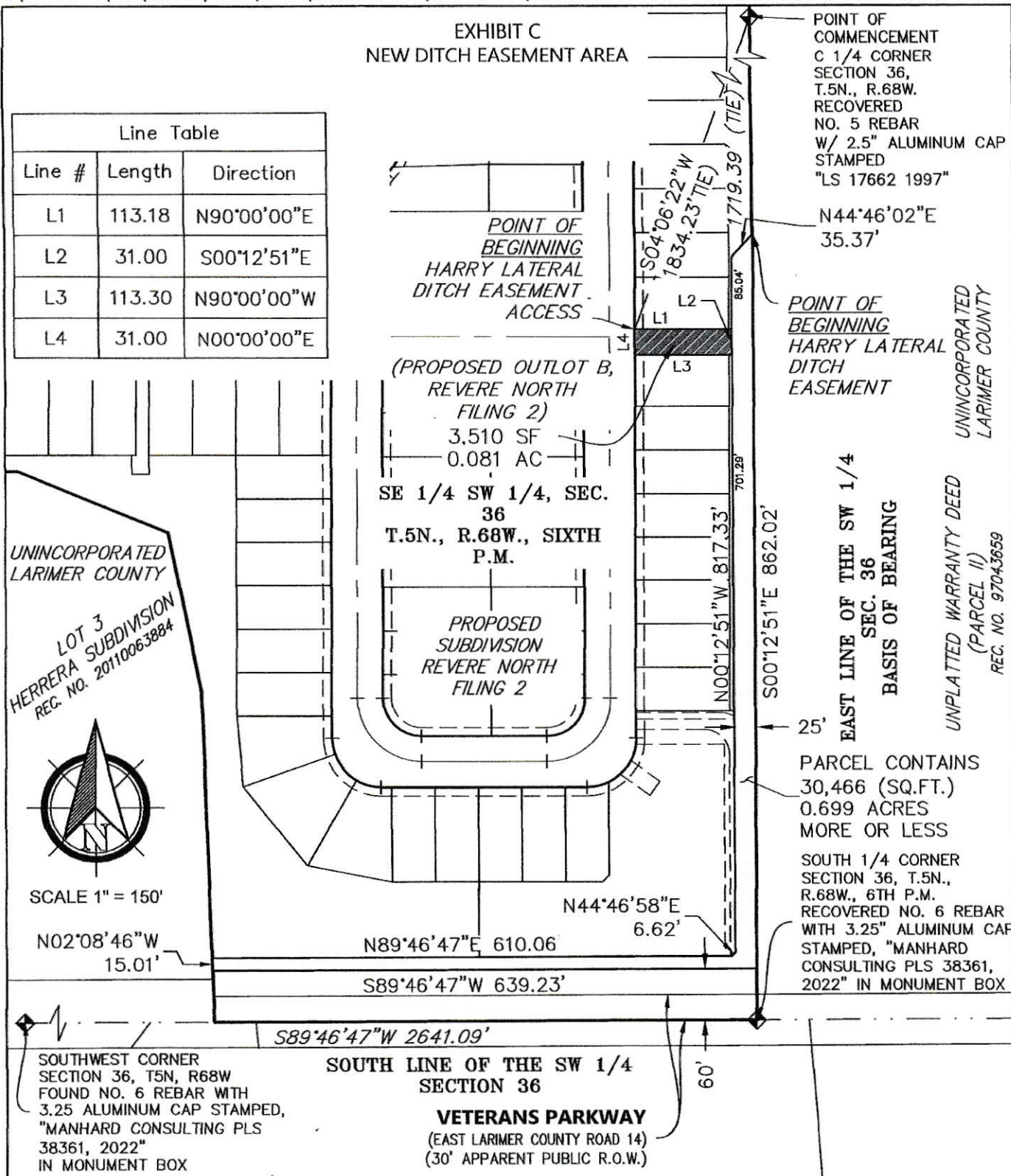
THENCE NORTH 00°00'00" EAST A DISTANCE OF 31.00 TO THE **POINT OF BEGINNING:**

CONTAINING A CALCULATED AREA OF 3,510 SQUARE FEET OR 0.81 ACRES, MORE OR LESS.

PREPARED FOR AND ON BEHALF OF LJA SURVEYING, INC. BY:

MARK A. HALL, P.L.S.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 36073  
FOR AND ON BEHALF OF LJA SURVEYING, INC.





Line Table		
Line #	Length	Direction
L1	113.18	N90°00'00"E
L2	31.00	S00°12'51"E
L3	113.30	N90°00'00"W
L4	31.00	N00°00'00"E

UNINCORPORATED LARIMER COUNTY  
 LOT 3  
 HERRERA SUBDIVISION  
 REC. NO. 20110063884



SCALE 1" = 150'

N02°08'46"W  
 15.01'

SOUTH LINE OF THE SW 1/4 SECTION 36

**VETERANS PARKWAY**  
 (EAST LARIMER COUNTY ROAD 14)  
 (30' APPARENT PUBLIC R.O.W.)

POINT OF COMMENCEMENT  
 C 1/4 CORNER  
 SECTION 36,  
 T.5N., R.68W.  
 RECOVERED  
 NO. 5 REBAR  
 W/ 2.5" ALUMINUM CAP  
 STAMPED  
 "LS 17662 1997"

N44°46'02"E  
 35.37'

POINT OF BEGINNING  
 HARRY LATERAL  
 DITCH  
 EASEMENT

EAST LINE OF THE SW 1/4  
 SEC. 36  
 BASIS OF BEARING

PARCEL CONTAINS  
 30,466 (SQ.FT.)  
 0.699 ACRES  
 MORE OR LESS

SOUTH 1/4 CORNER  
 SECTION 36, T.5N.,  
 R.68W., 6TH P.M.  
 RECOVERED NO. 6 REBAR  
 WITH 3.25" ALUMINUM CAP  
 STAMPED, "MANHARD  
 CONSULTING PLS 38361,  
 2022" IN MONUMENT BOX

UNINCORPORATED LARIMER COUNTY  
 UNPLATTED WARRANTY DEED  
 (PARCEL II)  
 REC. NO. 97043659



7800 E. Union Avenue  
 Suite 575  
 Denver, CO 80237  
 303-390-8510  
 www.lja.com

**EXHIBIT C - NEW DITCH EASEMENT AREA**  
 SW 1/4 Section 36, T.5N., R.68W., 6th P.M.  
 COUNTY OF LARIMER, STATE OF COLORADO

Prepared: MM	Horiz. Scale: 1"=150'	Job No.: 1060-08S	Sheet: 3 of 3
Approved: MAH	Vert. Scale: n/a	Date: 2/16/2024	

**Exhibit D**  
**REALIGNMENT PLANS**

Note: The complete plan set for the irrigation ditch replacement plan, approved by the Company, is the Exhibit D to this Agreement. However, for purposes of recordation and execution, only the cover page to the full of set plans is included herein.





**Exhibit E**  
**FORM OF PERMANENT EASEMENT**



**Exhibit F**  
**FORM OF QUIT CLAIM DEED**

**EXHIBIT F**

**QUITCLAIM DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between

THE HARRY LATERAL DITCH COMPANY, a Colorado mutual ditch corporation  
of the County of Larimer and State of Colorado, grantor, and

FORESTAR (USA) REAL ESTATE GROUP, INC., a foreign corporation, grantee.

**WITNESS**, that the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the easement and right of way for that specific section of the ditch which was previously used as the Harry Lateral Ditch Company as further described in the attached **Exhibit A**. The Harry Lateral Ditch Company's previous alignment is hereby being vacated, and new easement and right of way for the Harry Lateral Ditch Company has been granted pursuant to a ditch realignment agreement and separate easement and right of way agreement. The easement and right of way being vacated, abandoned and quitclaimed to grantee is situate, lying and being in the County of Larimer, State of Colorado, and more specifically described as follows:

**SEE ATTACHED EXHIBIT "A"**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the only proper use, benefit and behoof of the grantees, their successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

**The Harry Lateral Ditch Company**

\_\_\_\_\_  
**By: Mario Herrera, President**

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF LARIMER        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Mario Herrera, President, the Harry Lateral Ditch Company. Witness my hand and seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT F**

**EXHIBIT A**

**Permanent Easement Recorded at \_\_\_\_\_; and**

**Permanent Easement Recorded at \_\_\_\_\_; and**

**Together with any prescriptive rights associated with the above referenced easements and any other prescriptive rights utilized in the historical alignment of the Ditch shown on the next page on those parcels described at \_\_\_\_\_.**



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

Item #22.

## TOWN COUNCIL AGENDACOMMUNICATIONS

---

**AGENDA DATE:** May 06, 2024

**SUBJECT:** Southridge Final Plat / Development Plan– Case No. SUB22-0012

**ACTION PROPOSED:** Public Hearing – Consideration of Final Plat and Development Plan for Southridge

**ATTACHMENTS:**

1. Resolution No. 2024-24
2. Vicinity Map
3. Southridge - Final Plat
4. Southridge - Final Development Plan with BLDG Elevations
5. Southridge ODP (Approved 03-25-22)
6. PZC Staff Report (August 23, 2023)
7. WSSA Southridge
8. Development Agreement Southridge
9. Staff Presentation
10. Applicant Presentation

**ZONING:** PUD – Southridge

**PRESENTED BY:** Tyler Smith, Planner II  
Jeremy Gleim, AICP, Planning & Development Director

---

### EXECUTIVE DESCRIPTION

The Applicant, SR Johnstown Investments, LLC., is requesting approval for a Final Plat and Final Development Plan for a single-family development within the Southridge PUD. The subdivision will create 305 single-family units, right-of-way for major street networks, and various utility easements throughout the site to service new lots and community amenities (Attachment 3 & 4).

### LOCATION

The subject property is located on the West side of County Road 3E between County Road 18 and County Road 16 in Larimer County (Attachment 2). The subject property encompasses 78.0 acres and has a slight slope to the south, featuring prominent western views of the mountains. Major vehicular access points are located along Larimer Co Rd 3E and will connect to The Ridge Subdivision to the north.

*The Community that Cares*



**HISTORY**

The subject property was annexed into the Town of Johnstown in 2022 pursuant to Ordinance 2022-228. The Southridge Outline Development Plan (ODP) was approved concurrently with the annexation in 2022 (Attachment 5). The land was historically used as a farm.

**ZONING & LAND USE**

The subject property is subject to PUD zoning and is regulated by The South Ridge ODP. Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property lies within the Low Density/Intensity land use area.

ADJACENT ZONING & LAND USE	
NORTH	PUD - The Ridge PD
EAST	Larimer County – RR-2 Rural Residential
SOUTH	Larimer County – RR-2 Rural Residential
WEST	Larimer County – RR-2 Rural Residential

- Floodplain:** FIRM Panel: 08069C1405G (1/14/2021)  
Zone X – Area of Minimal Flood Hazard
- Oil & Gas:** One “Abandoned Location” well – never drilled.
- Ditches:** One irrigation lateral exists on the property and will be realigned and piped to ensure ongoing access to water rights for adjacent properties.

**PROJECT DESCRIPTION & ANALYSIS**

The proposed 78.0-acre subdivision is intended to create 305 lots. Ten (10) outlots will be platted, which will provide open space and other infrastructure needed to serve platted residential lots. Right-of-way will also be platted and dedicated to the Town to provide access to new lots and the surrounding area.

Pursuant to the PUD/ODP regulations that govern development of the site, 30% of the gross acreage, excluding right-of-way, must be committed to open space and park areas. Right-of-way comprises a total of 19.8 acres. When subtracted from the gross acreage, a balance of 59.7 acres remains. Based upon the open-space requirement cited above, 17.9 acres of open space are required for the subdivision, which is what has been proposed.

The primary purpose of the proposed subdivision is to create a functional neighborhood for immediate development. The subdivision provides two typical lot sizes: 63' x 100' (6,300 s.f.) and 53' x 100' (5,300 s.f.). Consistent with the ODP, 103 lots comprise the former and 202 latter of the two lot sizes. The larger lots are oriented toward the eastern portion of the project site, with the smaller lots positioned to the west. The single-family homes within the neighborhood are all traditional homes with at least a two-car garage. A generous park and open-space trail create a natural division between the larger lots and smaller lots. Placement of this open-space area was primarily dictated by an existing 50' Magellan Gas easement and a 20' Harry Lateral Ditch

easement, which traverse the site from north to south. The trail will connect to an existing pedestrian trail that traverses the subdivision to the north (The Ridge Filing No. 2). The trail has been designed to continue south if/when development occurs.

Aside from the central park and open-space trail, multiple tracts have been positioned throughout the neighborhood for drainage, utilities, and additional recreational opportunities. The following design considerations are of note:

- 1. A 3.4-acre detention pond in the northwest corner of the project which doubles as a park.
- 2. A 140’ buffer for open-space and storm detention abut the entire project frontage along County Road 3e.
- 3. A 40’ open-space buffer abuts the entire length of the project’s southern boundary.

The Preliminary Plat was reviewed and recommended for approval by the Planning & Zoning Commission on August 23, 2023.

**PUBLIC NOTICE**

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, April 18, 2024. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

**COMPREHENSIVE PLAN ALIGNMENT**

Pursuant to the Land Use Map in the 2021 Comprehensive Plan (Comp Plan) the project site is comprised of two land use designations: Medium Density/Intensity and Low Density/Intensity. As presented, the subdivision is in alignment with the Southridge Outline Development Plan and the Town’s adopted Comp Plan.

**STRATEGIC PLAN ALIGNMENT**

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

**FINDINGS**

- 1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
- 2. The proposed subdivision is in substantial compliance with the approved Preliminary Plat and Southridge ODP.
- 3. The proposed subdivision is compatible with adjacent development and surrounding land uses and will not detract from existing land uses.

**WATER SERVICE SEWER AGREEMENT**

*The Community that Cares*



A Water & Sewer Service Agreement (WSSA) has been submitted in conjunction with the final subdivision for Southridge. The WSSA requires a separate action from the Final Plat and may only be considered if said Final Plat is approved. The details of the WSSA are described below.

Southridge Subdivision

The Developer agrees to dedicate water in the amount of 150.51 acre-feet to the Town from the Journey Homes Bank to satisfy the Southridge Subdivision water demand.

**DEVELOPMENT AGREEMENT**

A Development Agreement (DA) has been submitted in conjunction with the Final Subdivision Plat for Southridge subdivision. The DA requires a separate action from the Final Plat and may only be considered if the filings are approved. The subdivision includes substantial public improvements, which have been detailed in civil engineering plans and reports for this Development. The DA memorializes development expectations and requirements. The proposed agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. Exhibit B-3 details additional substantive obligations of the Developer. (See Attachment 8)

---

**RECOMMENDED ACTION: SOUTHRIDGE SUBDIVISION**

Staff recommends that the Town Council approve Resolution No. 2024-24, to approve the final subdivision plat for Southridge Subdivision - Case No. SUB22-0012.

**SUGGESTED MOTIONS:**

**For Approval:**

Based Upon the Content and Findings in the Staff Report, and the Information Provided at this Hearing, I Move to approve Southridge Subdivision – Case No. SUB22-0012.

**For Denial:**

I Move to Deny the Southridge Subdivision – Case No. SUB22-0012, Based Upon the Following Findings...

---

**RECOMMENDED ACTION: WATER & SEWER SERVICE AGREEMENT – SOUTHRIDGE SUBDIVISION**

Staff recommends that the Town Council approve the Water and Sewer Service Agreement for Southridge Subdivision.

**SUGGESTED MOTIONS:**

**For Approval**

I Move to Approve the Water and Sewer Service Agreement for Southridge Subdivision.

**For Denial**

I Move to Deny the Water and Sewer Service Agreement for Southridge Subdivision.

---

**RECOMMENDED ACTION: DEVELOPMENT AGREEMENT - SOUTHRIDGE SUBDIVISION**

Staff recommends that the Town Council approve the Subdivision Development and Improvement Agreement with SR Johnstown Investments, LLC., for the Southridge Subdivision.

**For Approval**

I Move to Approve the Subdivision Development and Improvement Agreement with SR Johnstown Investments, LLC., for the Southridge Subdivision.

**For Approval**

I Move to Deny the Subdivision Development and Improvement Agreement with SR Johnstown Investments, LLC., for the South Ridge Subdivision.

---

*Reviewed and Approved for Presentation,*



---

Town Manager



**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2024-24**

**APPROVING THE FINAL PLAT FOR THE SOUTHRIDGE  
SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF  
SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M.,  
COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF  
APPROXIMATELY 78.07 ACRES**

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

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

**WHEREAS**, SR Johnstown Investments, LLC., a Colorado limited liability company, submitted an application to the Town for approval of a Final Plat for the Southridge Subdivision, situated in the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., County of Larimer, State of Colorado, consisting of approximately 78.07 acres; and

**WHEREAS**, on August 23, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Final Plat; and

**WHEREAS**, on May 6, 2024, the Town Council held a public hearing concerning approval of the Final Plat and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Final Plat is consistent with the Town’s Comprehensive Plan and the approved Outline Development Plan for the Southridge Subdivision and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

**WHEREAS**, based on the foregoing, the Town Council desires to approve the Final Plat for the Southridge Subdivision.

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

**Section 1. Final Plat Approval:** The Final Plat for the Southridge Subdivision, situated in the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., County of Larimer, State of Colorado, consisting of approximately 78.07 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

**Section 2. Recording:** The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat and thereafter record the Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_ day of May, 2024.

**ATTEST:**

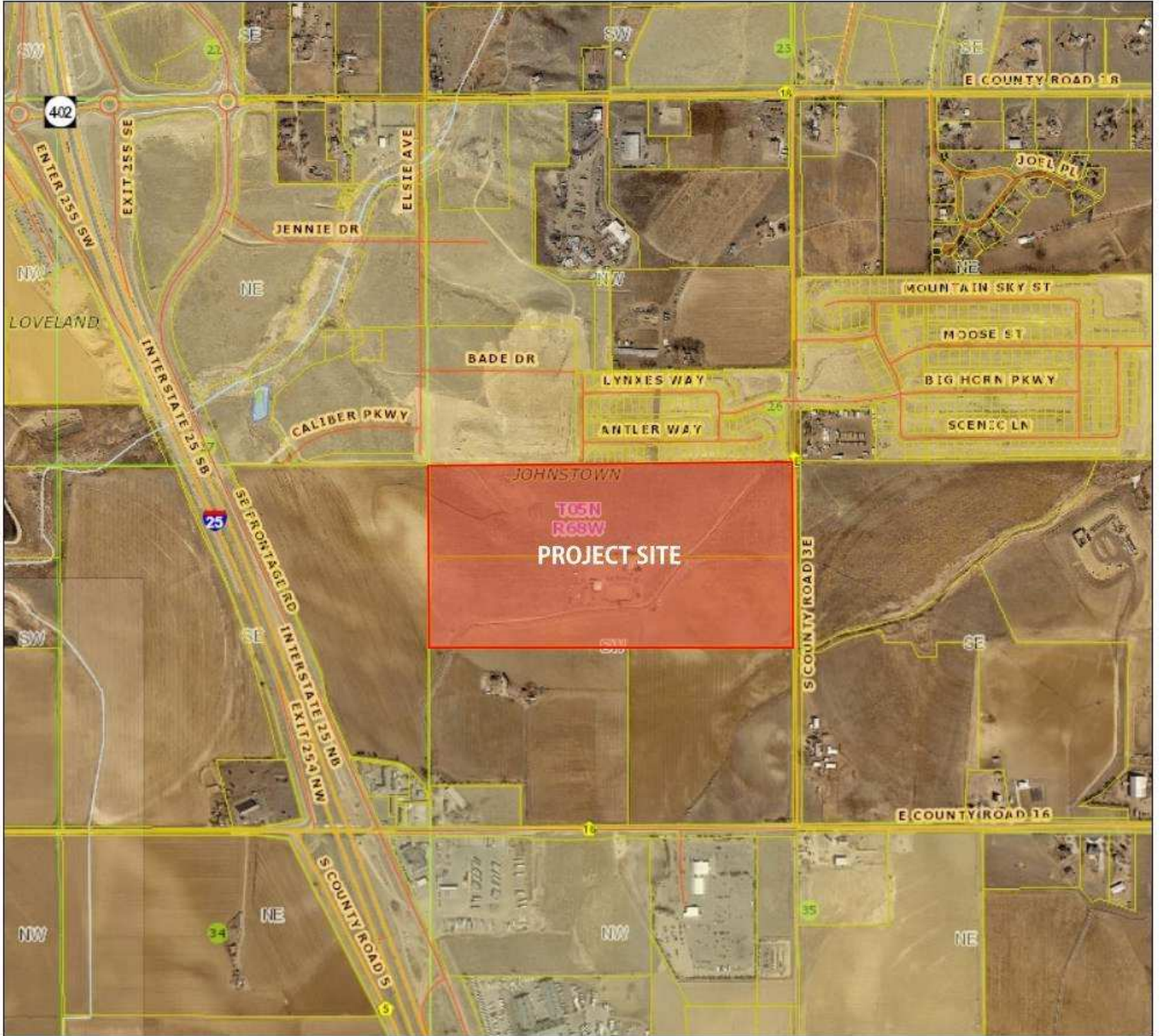
**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Michael Duncan, Mayor



# Larimer County Web Map



### Legend

- Tax Parcels
- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Incorporated Areas
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- City or Town

- COLARI21-SID-LTD-2INCH.sid
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- COLARI21-SID-AW-6INCH.sid

### Notes

0.1 0 0.1 Miles



Scale  
1: 12,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Date Prepared: 8/7/2023 10:15:22 AM





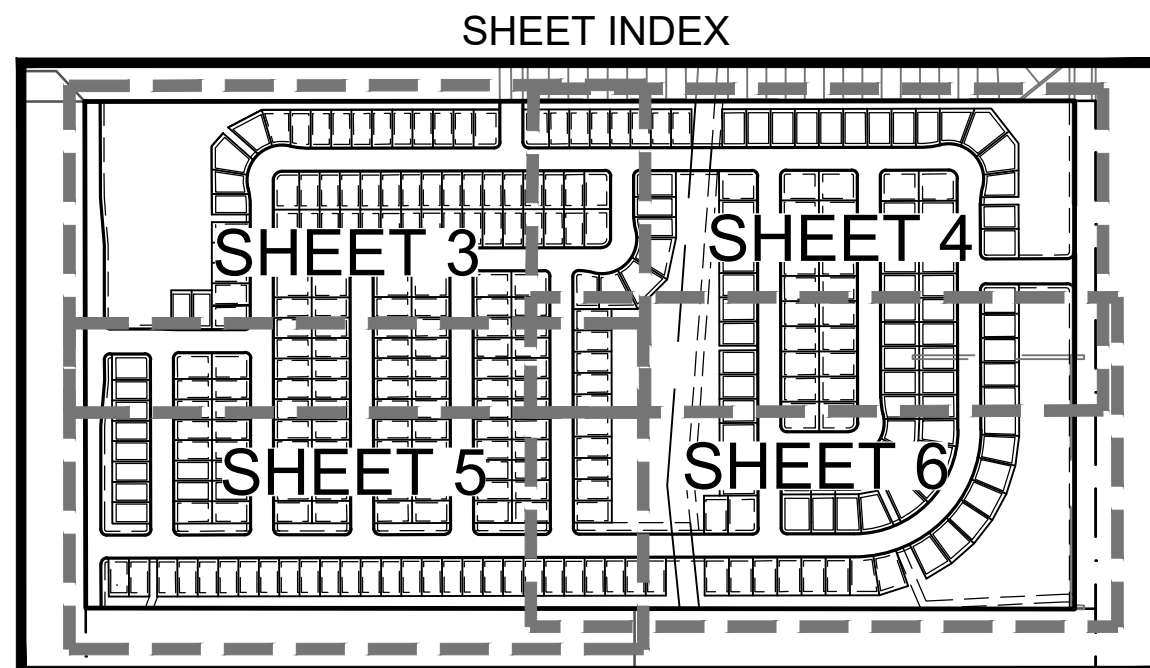


# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



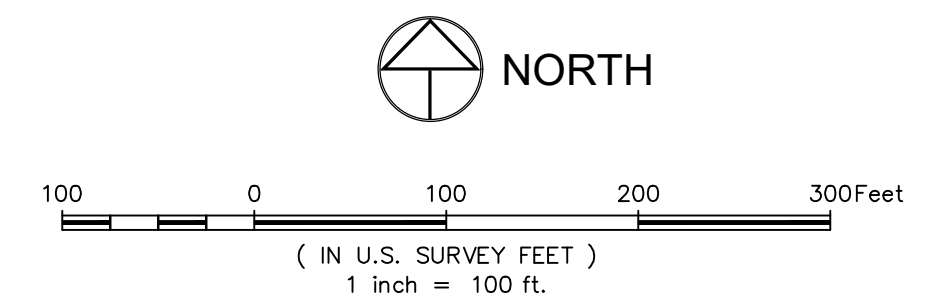
Robert C. Tesseley  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.



ALL LOTS HAVE 10.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG THE REAR LOT LINE OF EACH LOT, AND ALONG ANY LOT LINES THAT ADJOIN STREET RIGHT-OF-WAY.

ALL LOTS HAVE 6.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG ANY SIDE LOT LINES THAT DO NOT ADJOIN STREET RIGHT-OF-WAY.

EASEMENT AREA AVAILABLE FOR USE TO OWNERS. LANDSCAPING IS ALLOWED WITHIN EASEMENT AREA. NO PERMANENT STRUCTURES OR IMPROVEMENTS ARE ALLOWED WITHIN EASEMENT AREA.



**NOTICE:**  
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

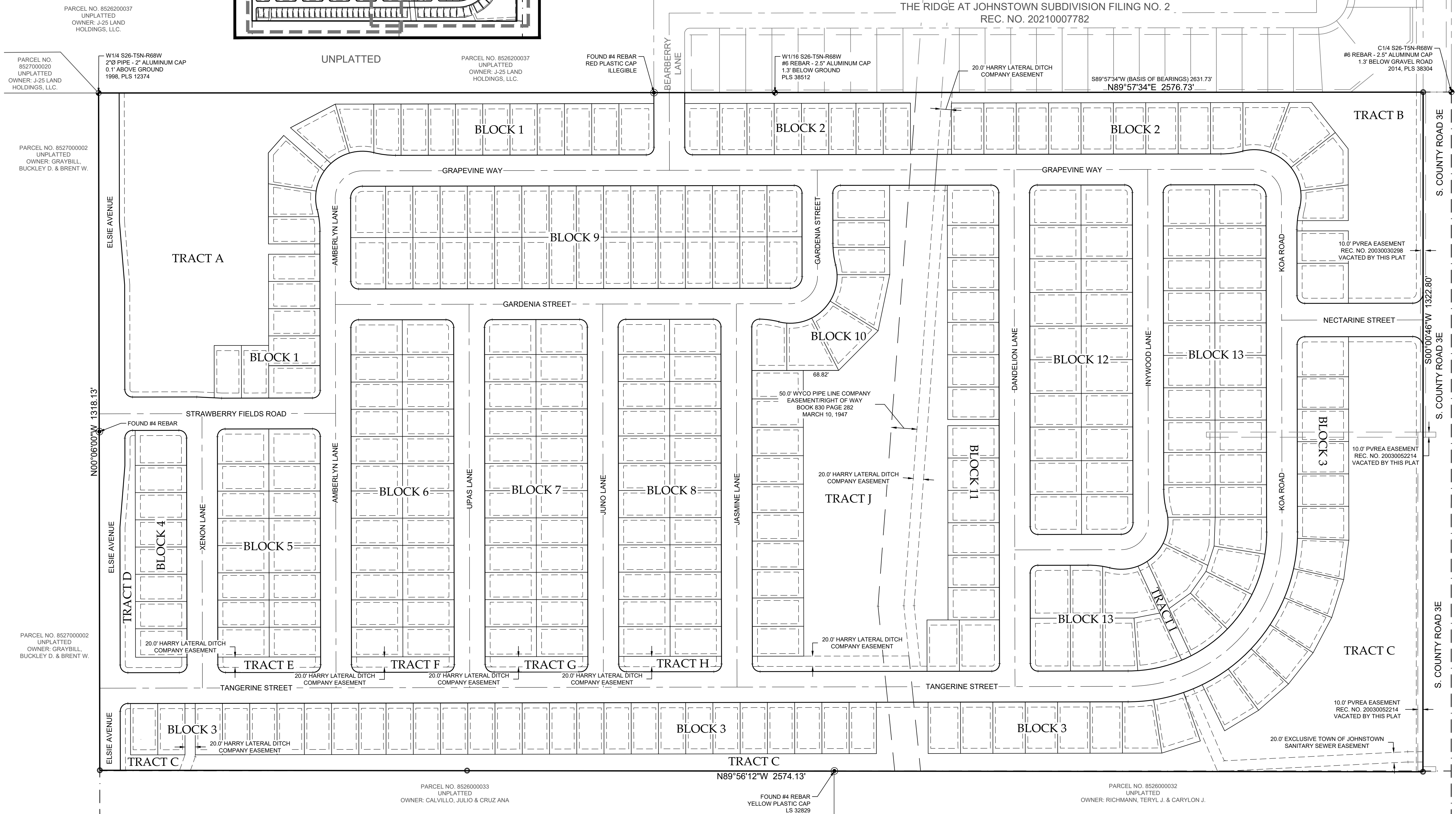
SECTION: 26  
TOWNSHIP: 5 N  
RANGE: 68 W of the 6th PM

**NORTHERN ENGINEERING**  
SURVEY | MUNICIPAL | LAND DEVELOPMENT  
FORT COLLINS | GREELEY 970.221.4188  
NORTHERNENGINEERING.COM

DATE: 01/04/2024  
SCALE: 1" = 50'  
PROJECT: 1152-007  
CLIENT: JOURNEY HOMES  
DRAWN BY: S. PAQUIN  
REVIEWED BY: R. TESSELEY

**SOUTHRIDGE SUBDIVISION**  
PART OF THE SOUTHWEST QUARTER OF SECTION 26  
TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO

Sheet  
**2**  
Of 7 Sheets



PARCEL NO. 8526200037  
UNPLATTED  
OWNER: J-25 LAND HOLDINGS, LLC.

PARCEL NO. 8527000020  
UNPLATTED  
OWNER: J-25 LAND HOLDINGS, LLC.

PARCEL NO. 8527000002  
UNPLATTED  
OWNER: GRAYBILL, BUCKLEY D. & BRENT W.

PARCEL NO. 8527000002  
UNPLATTED  
OWNER: GRAYBILL, BUCKLEY D. & BRENT W.

PARCEL NO. 8528000033  
UNPLATTED  
OWNER: CALVILLO, JULIO & CRUZ ANA

FOUND #4 REBAR - YELLOW PLASTIC CAP LS 32829

PARCEL NO. 8526000032  
UNPLATTED  
OWNER: RICHMANN, TERYL J. & CARYLON J.

PARCEL NO. 8526000031  
UNPLATTED  
OWNER: BLUE SPRUCE RIDGE HOLDCO, LLC.



# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

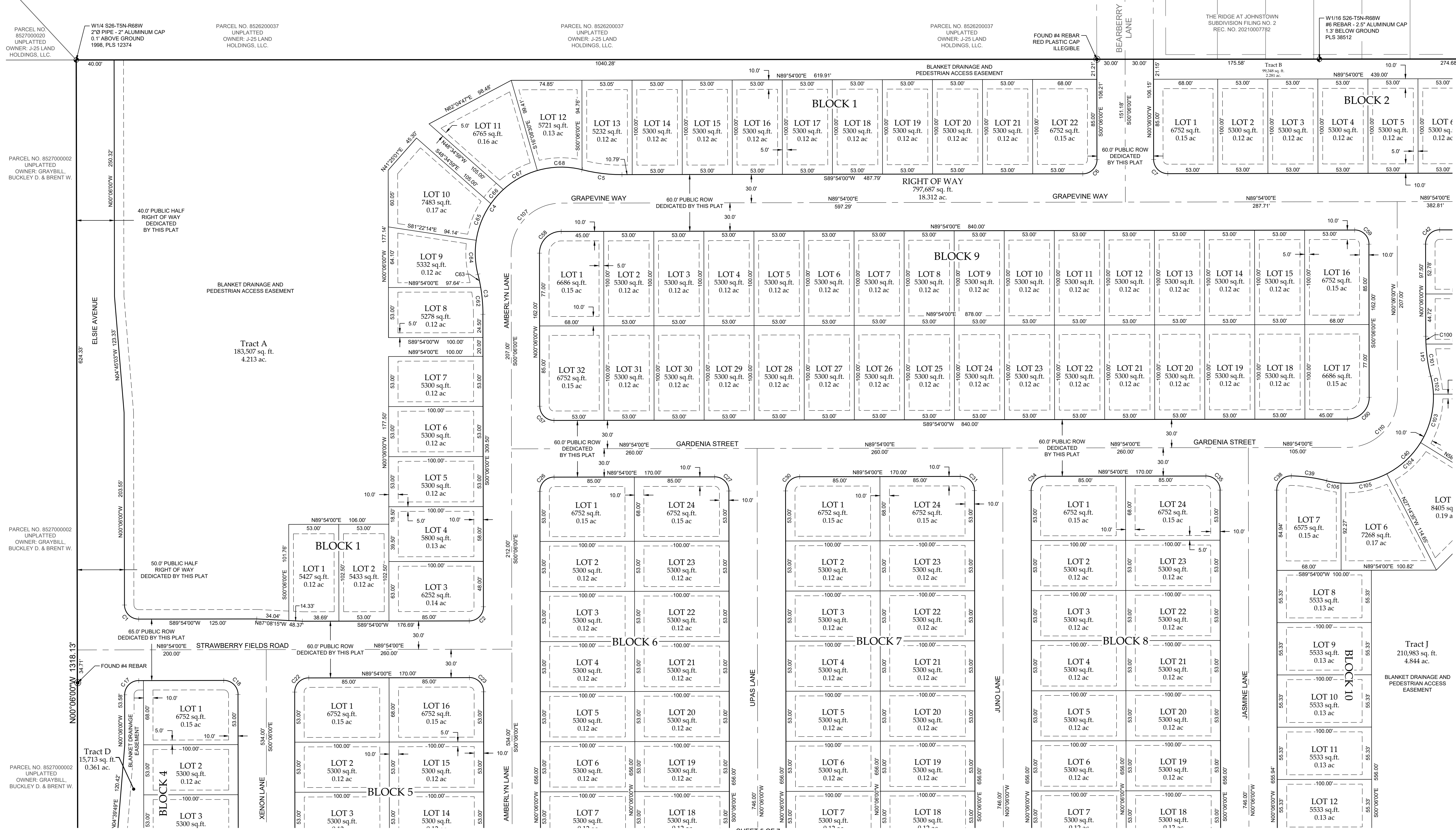
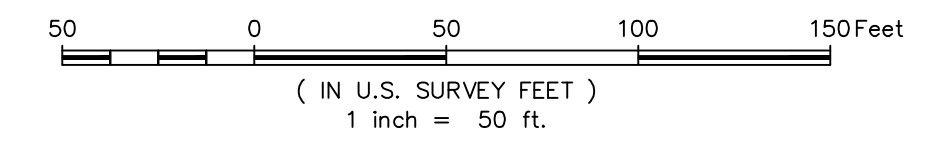


Robert C. Tessey  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.

ALL LOTS HAVE 10.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG THE REAR LOT LINE OF EACH LOT, AND ALONG ANY LOT LINES THAT ADJOIN STREET RIGHT-OF-WAY.

ALL LOTS HAVE 5.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG ANY SIDE LOT LINES THAT DO NOT ADJOIN STREET RIGHT-OF-WAY.

EASEMENT AREA AVAILABLE FOR USE TO OWNERS. LANDSCAPING IS ALLOWED WITHIN EASEMENT AREA. NO PERMANENT STRUCTURES OR IMPROVEMENTS ARE ALLOWED WITHIN EASEMENT AREA.



NOTICE:  
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein.

SECTION: 26  
TOWNSHIP: 5 N  
RANGE: 68 W of the 6th PM



DATE: 07/04/2024  
SCALE: 1" = 50'  
REVIEWED BY: R. TESSEY  
DRAWN BY: S. PALCIN  
CLIENT: JOURNEY HOMES  
PROJECT: 1159-007

SOUTHRIDGE SUBDIVISION  
PART OF THE SOUTHWEST QUARTER OF SECTION 26  
TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO

Sheet  
**3**  
Of 7 Sheets



# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

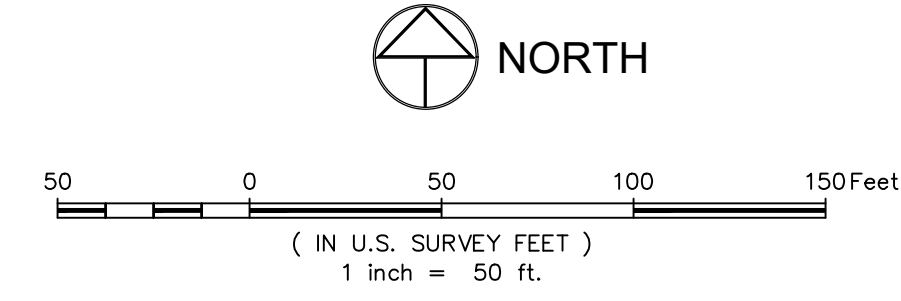
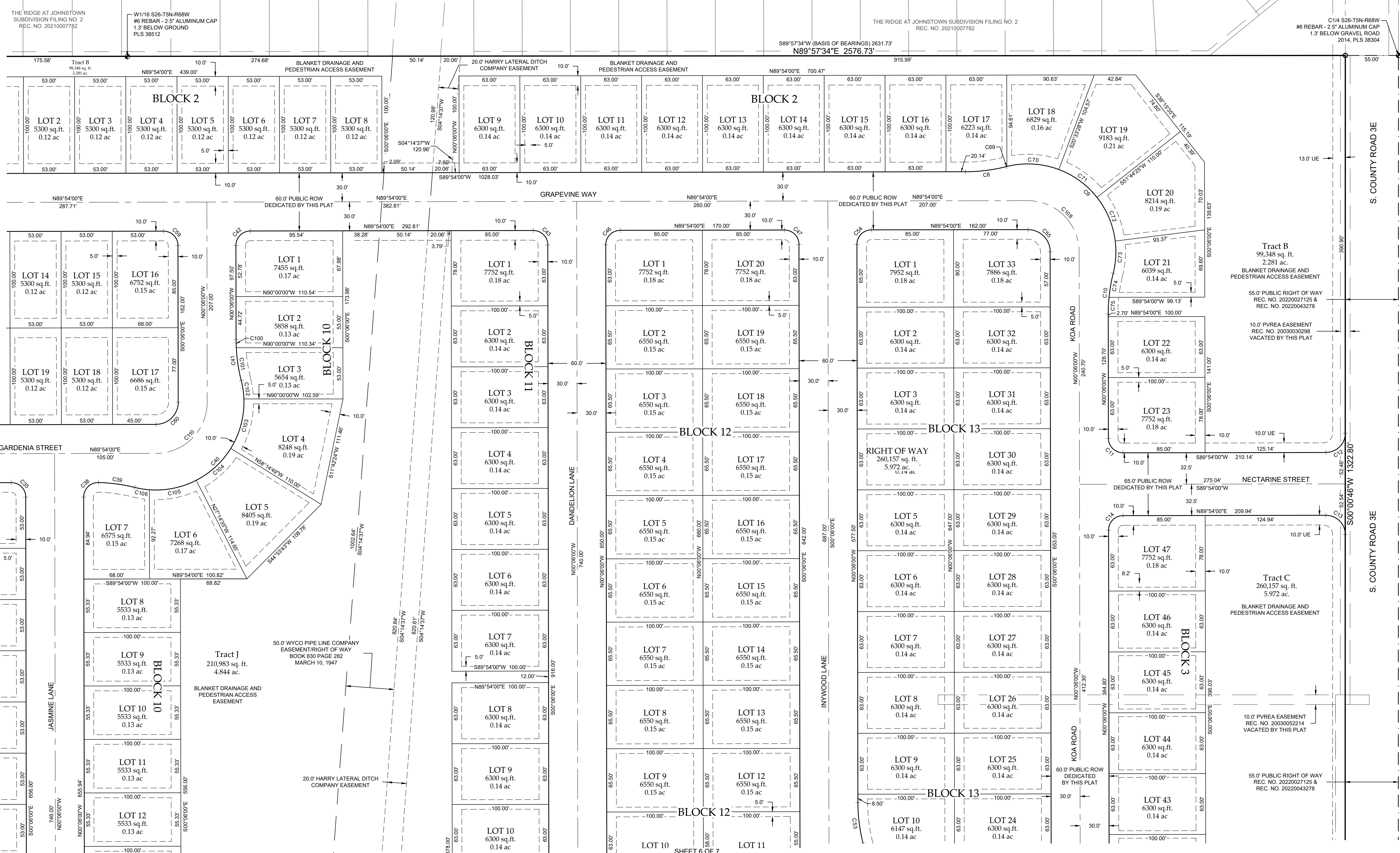


Robert C. Tesseley  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.

ALL LOTS HAVE 10.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG THE REAR LOT LINE OF EACH LOT, AND ALONG ANY LOT LINES THAT ADJOIN STREET RIGHT-OF-WAY.

ALL LOTS HAVE 5.00' UTILITY, DRAINAGE, AND GRADING EASEMENTS BEING DEDICATED ALONG ANY SIDE LOT LINES THAT DO NOT ADJOIN STREET RIGHT-OF-WAY.

EASEMENT AREA AVAILABLE FOR USE TO OWNERS. LANDSCAPING IS ALLOWED WITHIN EASEMENT AREA. NO PERMANENT STRUCTURES OR IMPROVEMENTS ARE ALLOWED WITHIN EASEMENT AREA.



THE RIDGE AT JOHNSTOWN  
SUBDIVISION FILING NO. 2  
REC. NO. 20210007782

W/16 526-T5N-R68W  
#6 REBAR - 2.5" ALUMINUM CAP  
1.3' BELOW GROUND  
PLS 38512

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 2  
REC. NO. 20210007782

C1/4 526-T5N-R68W  
#6 REBAR - 2.5" ALUMINUM CAP  
1.3' BELOW GRAVEL ROAD  
2014, PLS 38304

SHEET 3 OF 7

SHEET 6 OF 7  
SEE SHEET 7 OF 7 FOR CURVE DETAILS

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SECTION: 26  
TOWNSHIP: 5 N  
RANGE: 68 W of the 6th PM



DATE: 07/04/2024  
PROJECT: 1159-007  
CLIENT: JOURNEY HOMES  
DRAWN BY: S. PALUIN  
REVIEWED BY: R. TESSELEY

SOUTHRIDGE SUBDIVISION  
PART OF THE SOUTHWEST QUARTER OF SECTION 26  
TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO

Sheet  
4  
Of 7 Sheets



# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

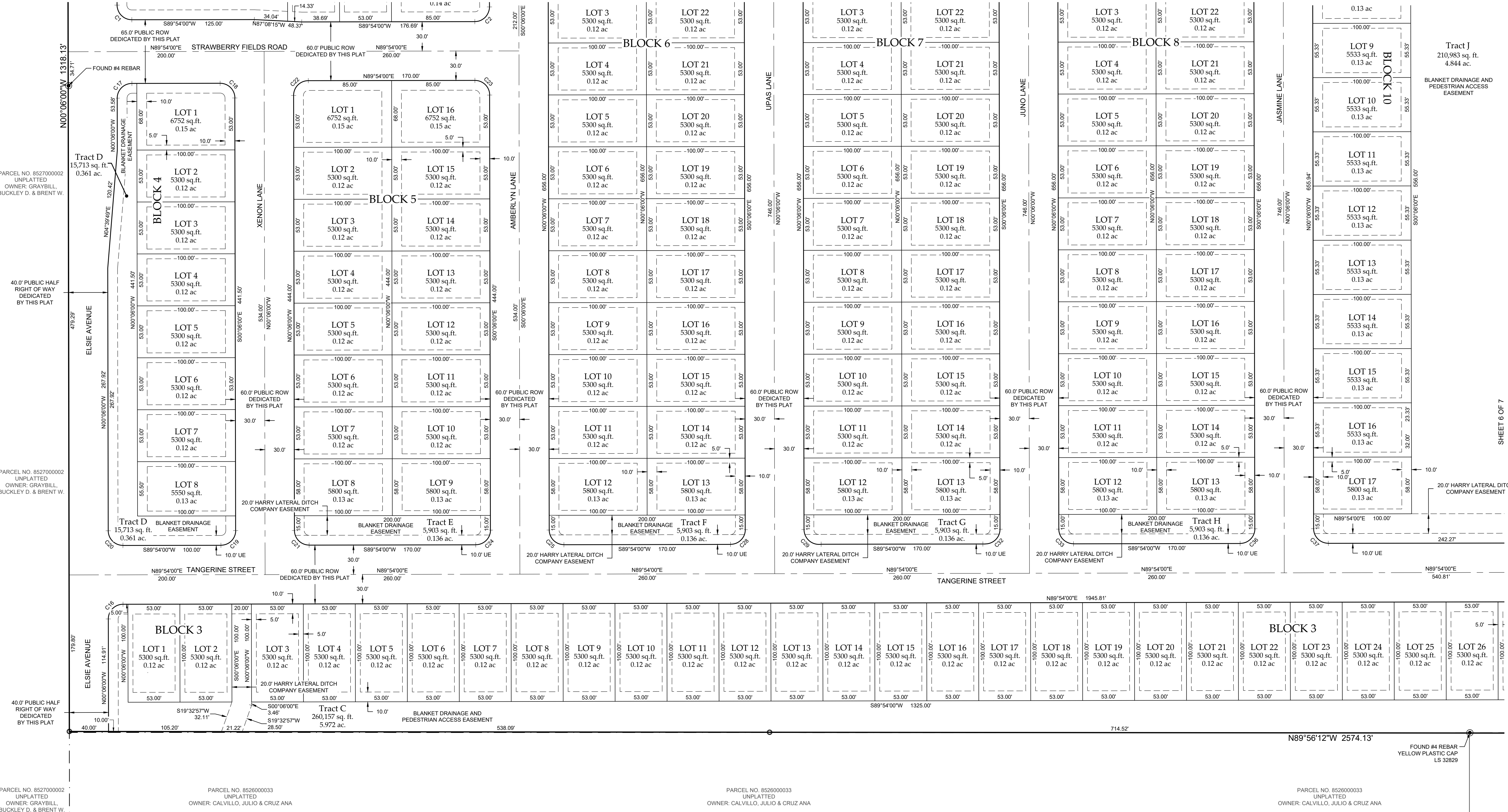
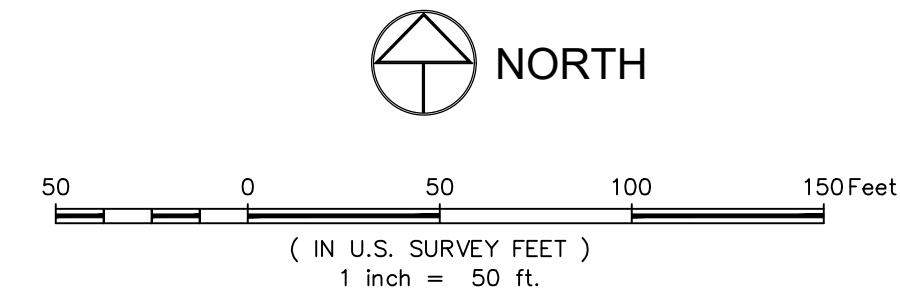


Robert C. Tessey  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.

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PARCEL NO. 8527000002 UNPLATTED OWNER: GRAYBILL, BUCKLEY D. & BRENT W.

PARCEL NO. 8526000033 UNPLATTED OWNER: CALVILLO, JULIO & CRUZ ANA

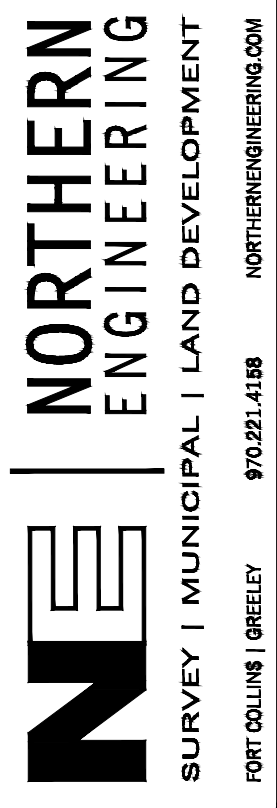
PARCEL NO. 8526000033 UNPLATTED OWNER: CALVILLO, JULIO & CRUZ ANA

PARCEL NO. 8526000033 UNPLATTED OWNER: CALVILLO, JULIO & CRUZ ANA

SEE SHEET 7 OF 7 FOR CURVE DETAILS

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SECTION: 26  
TOWNSHIP: 5 N  
RANGE: 68 W of the 6th PM



DATE: 01/04/2024  
SCALE: 1" = 50'  
REVIEWED BY: R. TESSEY  
PROJECT: 1152-007  
CLIENT: JOURNEY HOMES  
DRAWN BY: S. PALCIN

**SOUTHRIDGE SUBDIVISION**  
**PART OF THE SOUTHWEST QUARTER OF SECTION 26**  
**TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO**

Sheet  
**5**  
Of 7 Sheets



# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



Robert C. Tessey  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.

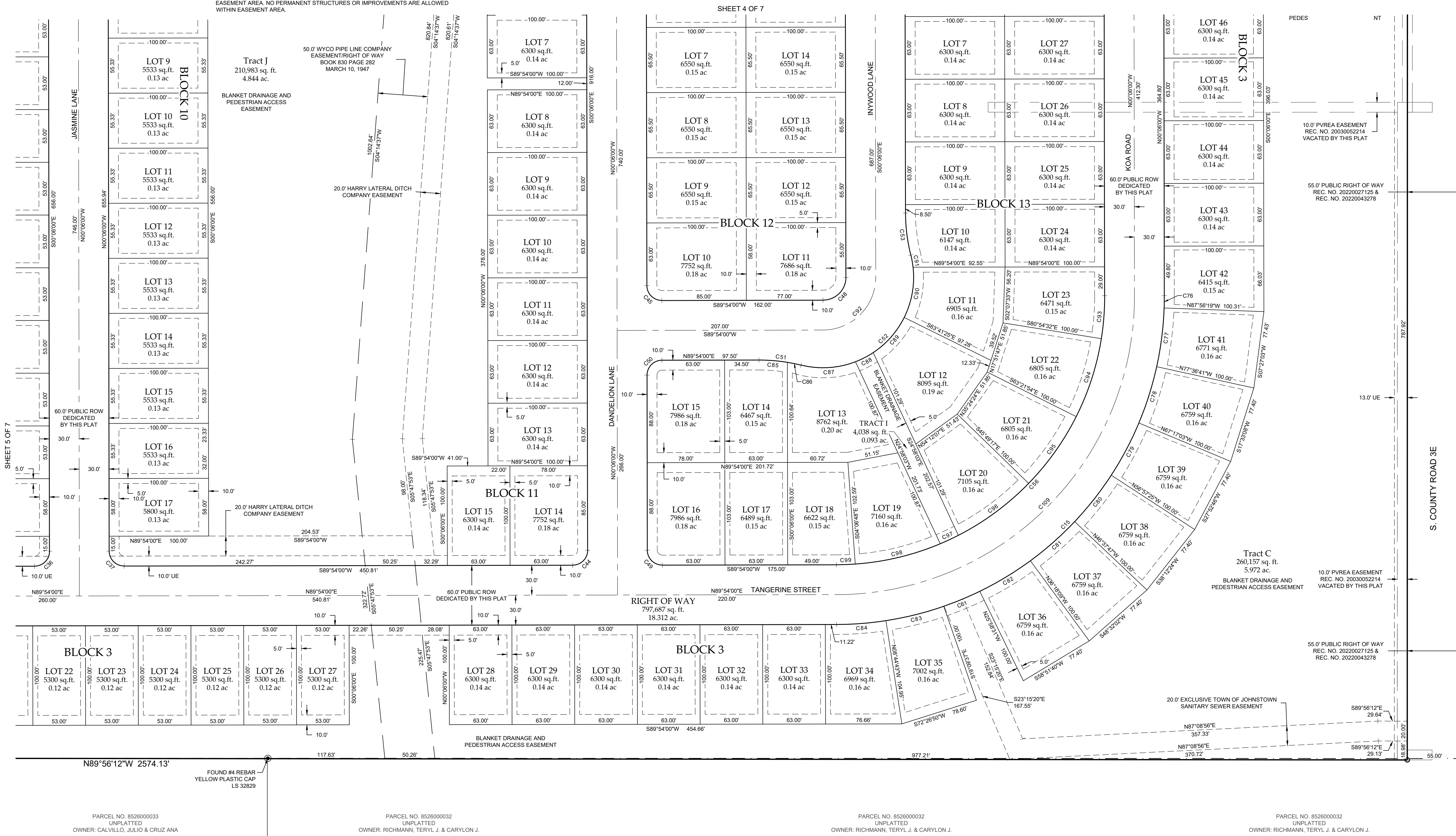
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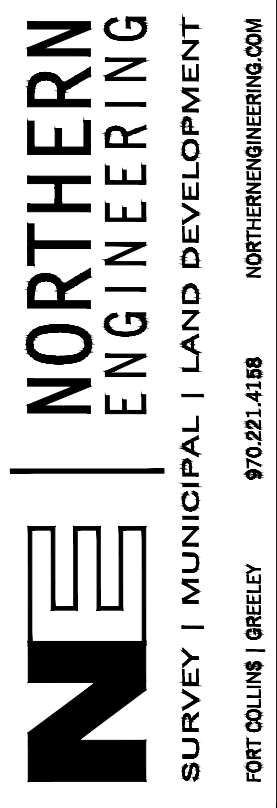


50 0 50 100 150 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 50 ft.



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SECTION: 26  
TOWNSHIP: 5 N  
RANGE: 68 W of the 6th PM



DATE: 07/04/2024  
SCALE: 1" = 50'  
REVIEWED BY: R. TESSEY  
DRAWN BY: S. PAULIN  
CLIENT: JOURNEY HOMES  
PROJECT: 1158-007

**SOUTHRIDGE SUBDIVISION**  
**PART OF THE SOUTHWEST QUARTER OF SECTION 26**  
**TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO**

Sheet  
**6**  
Of 7 Sheets



# SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	89°59'34"	15.00'	23.56'	N45°05'47"W	21.21'
C2	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C3	14°08'28"	173.00'	42.70'	S07°10'14"E	42.59'
C4	26°28'44"	91.00'	42.05'	N21°52'07"E	41.68'
C5	14°08'28"	173.00'	42.70'	N83°01'46"W	42.59'
C6	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C7	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C8	14°08'28"	173.00'	42.70'	S82°49'46"W	42.59'
C9	118°16'56"	91.00'	187.86'	N45°06'00"W	156.23'
C10	14°08'28"	173.00'	42.70'	N06°58'14"E	42.59'
C11	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C12	89°53'14"	20.00'	31.38'	S44°57'23"W	28.26'
C13	90°06'46"	20.00'	31.46'	S45°02'37"E	28.31'
C14	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C15	90°00'00"	330.00'	518.36'	N44°54'00"E	466.69'
C16	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C17	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C18	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C19	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C20	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C21	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C22	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C23	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C24	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C25	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C26	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C27	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C28	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C29	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C30	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C31	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C32	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C33	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C34	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C35	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C36	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C37	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C38	91°37'53"	15.00'	23.99'	N45°42'57"E	21.51'
C39	12°30'35"	173.00'	37.77'	S82°12'49"E	37.70'
C40	118°16'56"	91.00'	187.86'	N44°54'00"E	156.23'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C41	14°08'28"	173.00'	42.70'	N07°10'14"W	42.59'
C42	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C43	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C44	90°00'00"	15.00'	23.56'	S44°54'00"W	21.21'
C45	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C46	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C47	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C48	90°00'00"	23.00'	36.13'	S44°54'00"W	32.53'
C49	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C50	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C51	14°08'28"	173.00'	42.70'	N83°01'46"W	42.59'
C52	118°17'00"	91.00'	187.86'	S44°54'00"W	156.23'
C53	14°08'28"	173.00'	42.70'	S07°10'14"E	42.59'
C54	90°00'00"	15.00'	23.56'	N44°54'00"E	21.21'
C55	90°00'00"	23.00'	36.13'	S45°06'00"E	32.53'
C56	90°00'00"	270.00'	424.12'	S44°54'00"W	381.84'
C57	90°00'00"	15.00'	23.56'	N45°06'00"W	21.21'
C58	90°00'00"	23.00'	36.13'	N44°54'00"E	32.53'
C59	90°00'00"	15.00'	23.56'	S45°06'00"E	21.21'
C60	90°00'00"	23.00'	36.13'	S44°54'00"W	32.53'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C61	6°48'54"	330.00'	39.25'	S67°25'56"W	39.23'
C62	9°28'53"	173.00'	28.63'	N04°50'27"W	28.60'
C63	4°39'35"	173.00'	14.07'	N11°54'41"W	14.07'
C64	22°52'13"	91.00'	36.32'	N02°48'21"W	36.08'
C65	26°28'44"	91.00'	42.05'	N21°52'07"E	41.68'
C66	12°37'05"	91.00'	20.04'	N41°25'01"E	20.00'
C67	26°07'56"	91.00'	41.50'	N60°47'32"E	41.15'
C68	30°10'58"	91.00'	47.94'	N88°56'59"E	47.39'
C69	0°23'16"	91.00'	0.62'	N75°57'10"E	0.62'
C70	34°24'41"	91.00'	54.65'	S86°38'52"E	53.84'
C71	31°10'57"	91.00'	49.53'	S53°51'03"E	48.92'
C72	31°10'57"	91.00'	49.53'	S22°40'06"E	48.92'
C73	21°07'06"	91.00'	33.54'	S03°28'55"W	33.35'
C74	8°24'10"	173.00'	25.37'	N09°50'23"E	25.35'
C75	6°44'18"	173.00'	17.33'	N02°46'09"E	17.32'
C76	2°09'41"	330.00'	12.45'	S00°58'51"W	12.45'
C77	10°19'38"	330.00'	59.48'	S07°13'30"W	59.40'
C78	10°19'38"	330.00'	59.48'	S17°33'08"W	59.40'
C79	10°19'38"	330.00'	59.48'	S27°52'46"W	59.40'
C80	10°19'38"	330.00'	59.48'	S38°12'24"W	59.40'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C81	10°19'38"	330.00'	59.48'	S48°32'02"W	59.40'
C82	10°19'38"	330.00'	59.48'	S58°51'40"W	59.40'
C83	10°24'17"	330.00'	59.93'	S76°02'32"W	59.84'
C84	8°39'20"	330.00'	49.85'	S85°34'20"W	49.80'
C85	9°28'53"	173.00'	28.63'	S85°21'33"E	28.60'
C86	4°39'35"	173.00'	14.07'	S78°17'19"E	14.07'
C87	35°06'18"	91.00'	55.76'	N86°29'19"E	54.89'
C88	12°37'45"	91.00'	20.06'	N62°37'18"E	20.02'
C89	29°59'50"	91.00'	47.64'	N41°18'30"E	47.10'
C90	32°43'07"	91.00'	51.97'	N09°57'02"E	51.26'
C91	7°49'56"	91.00'	12.44'	N10°19'30"W	12.43'
C92	90°00'00"	53.00'	83.25'	S44°54'00"W	74.95'
C93	9°11'28"	270.00'	43.31'	S04°29'44"W	43.27'
C94	17°32'37"	270.00'	82.67'	S17°51'47"W	82.35'
C95	17°32'37"	270.00'	82.67'	S35°24'24"W	82.35'
C96	18°43'53"	270.00'	88.27'	S63°32'39"W	87.88'
C97	4°14'42"	270.00'	20.00'	S65°01'57"W	20.00'
C98	18°43'53"	270.00'	88.27'	S76°31'15"W	87.88'
C99	4°00'48"	270.00'	18.91'	S87°53'36"W	18.91'
C100	2°44'39"	173.00'	8.29'	S01°28'19"E	8.29'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C101	11°23'49"	173.00'	34.41'	S08°32'33"E	34.36'
C102	12°07'29"	91.00'	19.26'	S08°10'43"E	19.22'
C103	33°52'09"	91.00'	53.79'	S14°49'06"W	53.01'
C104	31°00'14"	91.00'	49.24'	S47°15'18"W	48.64'
C105	31°33'17"	91.00'	50.12'	S78°32'04"W	49.49'
C106	9°43'46"	91.00'	15.45'	N80°49'25"W	15.43'
C107	90°00'00"	53.00'	83.25'	N44°54'00"E	74.95'
C108	90°00'00"	53.00'	83.25'	S45°06'00"E	74.95'
C109	90°00'00"	300.00'	471.24'	S44°54'00"W	424.26'
C110	90°00'00"	53.00'	83.25'	N44°54'00"E	74.95'

LAND USE TABLE						
PARCEL	DESCRIPTION	DEDICATION	AREA	PERCENT	INTENDED OWNERSHIP/MAINTAINANCE BY	
TRACT A	Open Space	Blanket Drainage & Pedestrian Access Easement	183,507 S.F.	4.21 AC.	5.40%	Home Owner's Association/Metro Distric
TRACT B	Open Space	Blanket Drainage & Pedestrian Access Easement	99,348 S.F.	2.28 AC.	2.92%	Home Owner's Association/Metro Distric
TRACT C	Open Space	Blanket Drainage & Pedestrian Access Easement	260,157 S.F.	5.97 AC.	7.65%	Home Owner's Association/Metro Distric
TRACT D	Open Space	Blanket Drainage Easement	15,713 S.F.	0.36 AC.	0.46%	Home Owner's Association/Metro Distric
TRACT E	Open Space	Blanket Drainage Easement	5,903 S.F.	0.14 AC.	0.17%	Home Owner's Association/Metro Distric
TRACT F	Open Space	Blanket Drainage Easement	5,903 S.F.	0.14 AC.	0.17%	Home Owner's Association/Metro Distric
TRACT G	Open Space	Blanket Drainage Easement	5,903 S.F.	0.14 AC.	0.17%	Home Owner's Association/Metro Distric
TRACT H	Open Space	Blanket Drainage Easement	5,903 S.F.	0.14 AC.	0.17%	Home Owner's Association/Metro Distric
TRACT I	Open Space	Blanket Drainage Easement	4,038 S.F.	0.09 AC.	0.12%	Home Owner's Association/Metro Distric
TRACT J	Open Space	Blanket Drainage & Pedestrian Access Easement	210,983 S.F.	4.84 AC.	6.20%	Home Owner's Association/Metro Distric
ROW	Public Use	Public Right-Of-Way	797,687 S.F.	18.31 AC.	23.48%	Town of Johnstown
LOTS (305)	Private Residence	Private Property	1,805,715 S.F.	41.45 AC.	53.10%	Property Owner
<b>TOTAL</b>			<b>3,400,760 S.F.</b>	<b>78.07 AC.</b>	<b>100.00%</b>	



Robert C. Tessel  
Colorado Registered Professional Land Surveyor No. 38470  
For and on behalf of Northern Engineering Services, Inc.

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SECTION:  
26  
TOWNSHIP:  
5 N  
RANGE:  
68 W of the 6th PM



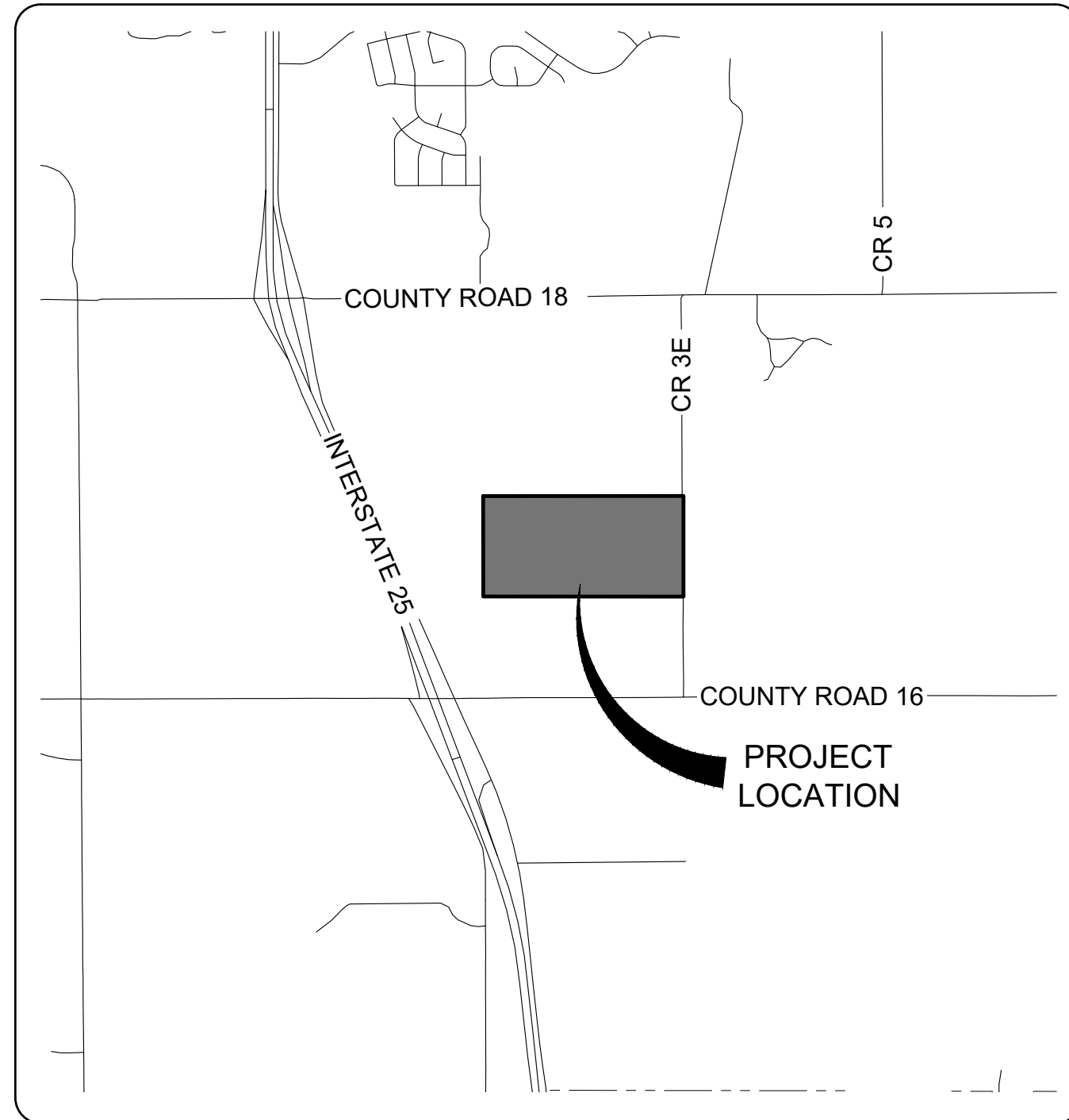
DATE: 07/04/2024  
SCALE: N/A  
REVIEWED BY: R. TESSELY  
PROJECT: 1158-007  
CLIENT: JOURNEY HOMES  
DRAWN BY: S. PAULIN

SOUTHRIDGE SUBDIVISION  
PART OF THE SOUTHWEST QUARTER OF SECTION 26  
TOWNSHIP 5N, RANGE 68W, COUNTY OF LARIMER, STATE OF COLORADO

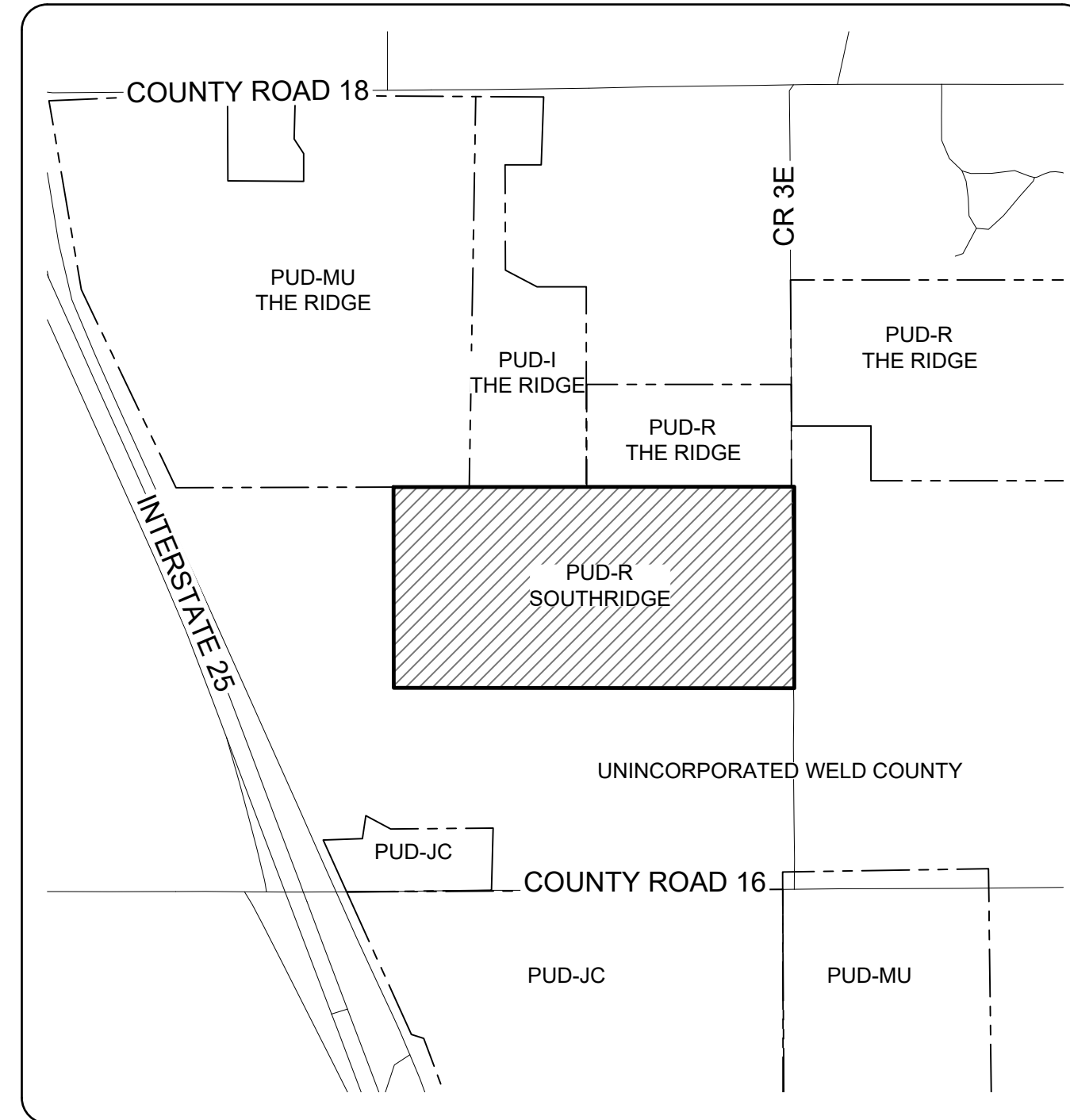
Sheet  
**7**  
Of 7 Sheets

# FINAL DEVELOPMENT PLAN SOUTHRIDGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



**VICINITY MAP**  
1"=2000'



**ZONING MAP**  
1"=1000'

## SHEET INDEX

1	C000	COVER SHEET
2	C100	FINAL DEVELOPMENT PLAN DEVELOPMENT STANDARDS
3	C200	SITE PLAN
4	L1	LANDSCAPE NOTES & SCHEDULES
5	L2	LANDSCAPE PLAN
6-9	L3 - L6	LANDSCAPE ENLARGEMENTS
10-12	A1 - A3	ARCHITECTURAL ELEVATIONS

### GENERAL LAND USE SUMMARY

TOTAL SITE ACREAGE	79.74 AC	100%
TOTAL RIGHT-OF-WAY	19.88 AC	24.9%
53 X 100	203 LOTS	
63 X 100	103 LOTS	
TOTAL LOT AREA	41.4 AC	51.9%
PARK AREA	8.3 AC	10.4%
TOTAL OPEN SPACE AREA <sup>1</sup>	17.91 AC	30.2%

<sup>1</sup>THIS CALCULATION INCLUDES THE PARK AREA (8.3 AC) AND THE PERCENTAGE TOTAL IS TAKEN EXCLUSIVE OF THE PAVED R.O.W. ACREAGE ON-SITE.

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING THAT PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST QUARTER CORNER OF SECTION 26 AND ASSUMING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AS BEARING NORTH 89° 57' 34" EAST A DISTANCE OF 2631.73 FEET AND BEING MONUMENTED BY A 2" DIAMETER PIPE WITH A 2" DIAMETER ALUMINUM CAP, STAMPED "PLS 12374," ON THE WEST AND BEING MONUMENTED BY A NO. 6 REBAR WITH A 2.5" DIAMETER ALUMINUM CAP STAMPED "PLS 38304" ON THE EAST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89° 57' 34" EAST A DISTANCE OF 2631.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 26

THENCE SOUTH 00° 00' 46" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1322.90 FEET;

THENCE NORTH 89° 56' 12" WEST A DISTANCE OF 2629.13 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE NORTH 00° 06' 06" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26 A DISTANCE OF 1318.13 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26 AND TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 3,473,516 SQUARE FEET, OR 79.74 ACRES, MORE OR LESS (±).

### NARRATIVE

THE INTENT OF THIS FINAL DEVELOPMENT PLAN (FDP) IS TO PROVIDE AN OVERVIEW OF THE PROPOSED RESIDENTIAL DEVELOPMENT. THE CURRENT PROPERTY IS ZONED AS PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT (PUD-R). THE PROPERTIES TO THE NORTH ARE ALSO ZONED PUD-R & MU AND UNINCORPORATED LARIMER COUNTY SURROUNDING THE REMAINING PROJECT SITE.

THE PROJECT IS PROPOSED FOR 308 +/- SINGLE FAMILY HOME LOTS (53' X 100' AND 63' X 100') AND APPROXIMATELY 17.9 ACRES OF OPEN SPACE. THE OPEN SPACE WILL INCLUDE A CENTRALLY LOCATED PARK, LANDSCAPING, GREEN SPACE WITH TRAIL CONNECTIVITY AND DETENTION.

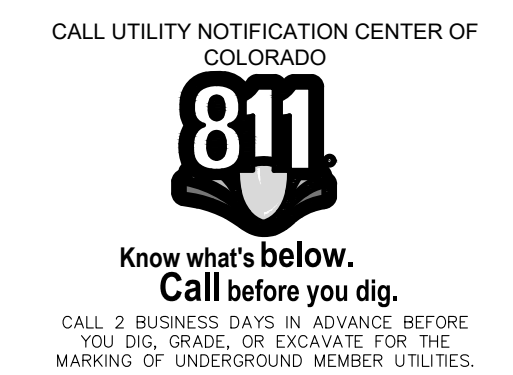
THIS DEVELOPMENT WILL PROVIDE SEVERAL CONNECTIONS TO ADJACENT ROADS AND PROPERTIES. ACCESS TO THE SITE WILL BE TO S COUNTY ROAD 3E FROM THE EAST AND TWO ROAD CONNECTIONS TO THE NORTH FROM BEARBERRY LANE AND ELSIE AVENUE. THESE ACCESS POINTS ARE PLANNED WITH THE RIDGE AT JOHNSTOWN 2<sup>ND</sup> SUBDIVISION AND THE RIDGE APARTMENTS TO THE NORTH OF THE PROJECT SITE.

THIS PROPOSED DEVELOPMENT WILL BE BENEFICIAL TO JOHNSTOWN AS THE TOWN CONTINUES TO GROW AND DEVELOP TO THE NORTH. THIS PROJECT WILL FULFILL A NEED FOR SINGLE-FAMILY AFFORDABLE HOUSING AND EXTENSION OF HOMES FROM THE MULTI-FAMILY AND SINGLE-FAMILY DEVELOPMENTS TO THE NORTH.

### ADMINISTRATIVE / TECHNICAL ACCEPTANCE

<b>FRONT RANGE FIRE RESCUE</b>	
REVIEWED AND ACCEPTED: _____	Date _____
<b>TOWN OF JOHNSTOWN</b>	
REVIEWED AND ACCEPTED: _____	Date _____
<small>For MEC, as Town Review Engineer</small>	
REVIEWED AND ACCEPTED: _____	Date _____
<small>For FRH, as Town Traffic Engineer</small>	
REVIEWED AND ACCEPTED: _____	Date _____
<small>Director of Planning and Development</small>	
REVIEWED AND ACCEPTED: _____	Date _____
<small>Town Engineer</small>	

TOWN OF JOHNSTOWN REVIEW AND ACCEPTANCE IS WITH RESPECT TO GENERAL CONFORMANCE WITH TOWN STANDARDS. RESPONSIBILITY FOR THE DESIGN REMAINS WITH PROFESSIONAL(S) SUBMITTING AND STAMPING THE DOCUMENT(S).



### COUNCIL APPROVAL

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, BY RESOLUTION 2023-\_\_\_\_\_, AT A REGULAR MEETING OF THE COUNCIL ON \_\_\_\_\_, 2023.

NO.	REVISIONS	BY:	DATE:



PROJECT MANAGER: R. LAUER  
SUBMITTAL DATE: 10/12/2023

SOUTHRIDGE SUBDIVISION  
COVER SHEET

**CAUTION**  
The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes must be approved by the Professional Engineer of these plans.

**SCALE:**  
HORIZ: N/A  
VERT: N/A

**SHEET:**  
1 OF 12







1337 RIVERSIDE AVE #2  
FORT COLLINS, CO 80524

972.285.7995

AVANTCIVILGROUP.COM

NO. \_\_\_\_\_  
REVISIONS \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**SOUTHRIDGE SUBDIVISION**  
SITE PLAN  
PROJECT MANAGER: R. LAUER  
SUBMITTAL DATE: 10/12/2023

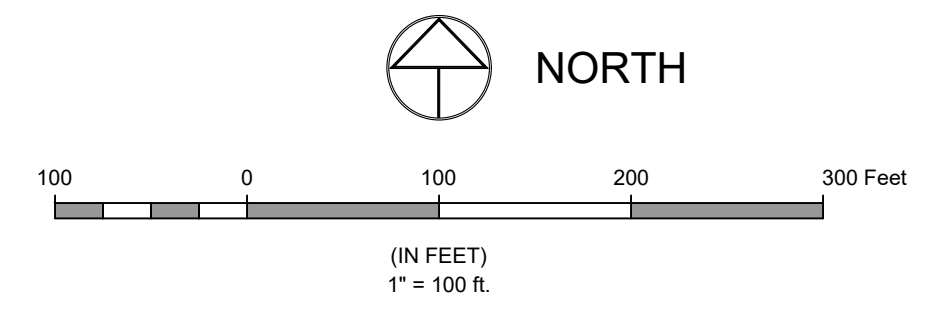
**CAUTION**  
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**SCALE:**  
HORIZ: 1" = 100'  
VERT: N/A

**SHEET:**  
3 OF 12

	202 LOTS (53' X 100')	25.6 AC	43.2%
	103 LOTS (63' X 100')	15.8 AC	26.6%
	TOTAL OPEN SPACE	17.9 AC	30.2%
	<b>TOTAL</b>	<b>59.3 AC</b>	<b>100%</b>

**NOTES:**  
 1 - RIGHT-OF-WAY AREA IS NOT INCLUDED WITHIN THE OPEN SPACE CALCULATION.  
 2 - ENTIRETY OF THE PROJECT WILL BE CONSTRUCTED AS ONE PHASE.





### LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
- NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE FEET (3') IN HEIGHT SHALL BE PLANTED WITHIN WATER AND SEWER EASEMENTS.
- NO SHRUBS SHALL BE PLANTED WITHIN FIVE FEET (5') RADIUS OR TREES WITHIN TEN FEET (10') OF WATER METERS, FIRE HYDRANTS, OR SANITARY SEWER MANHOLES.
- DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- ALL LANDSCAPE AREAS WITHIN THE SITE SHALL BE IRRIGATED WITH AN AUTOMATIC CLOCK ACTIVATED UNDERGROUND IRRIGATION SYSTEM. AN IRRIGATION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT AND INSTALLED PRIOR TO C.O. ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
- ALL SHRUB BEDS TO BE MULCHED WITH COBBLE MULCH (3"DEPTH) OVER WEEDBARRIER FABRIC.
- ALL PERENNIAL AREAS TO BE MULCHED WITH WOOD BARK MULCH (3"DEPTH). OMIT WEEDBARRIER FABRIC.
- EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE 1/2" X 4" STEEL SET LEVEL WITH TOP OF SOD.
- TOPSOIL TO THE MAXIMUM EXTENT FEASIBLE. TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE.
- SOIL AMENDMENTS: PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY, AND/OR AS DICTATED BY DRC/JRC, SHALL RECEIVE MINIMUM REQUIREMENTS FOR SOIL PREPARATION. MINIMUM SOIL PREPARATION SHALL INCLUDE THREE (3) CUBIC YARDS OF ORGANIC MATERIAL FOR 1,000 SQUARE FEET OF EXISTING SOIL, TILLED TO A MINIMUM DEPTH OF SIX (6) INCHES. TREE AND SHRUB PITS SHALL BE BACKFILLED USING A MIXTURE OF 1/3 (ONE-THIRD) EXISTING SITE SOIL, ONE-THIRD TOPSOIL AND ONE-THIRD ORGANIC MATTER.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE GUIDELINES. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
- THE IRRIGATION SYSTEM WILL BE DESIGNED TO MEET TOWN LANDSCAPE STANDARDS.
- NO TREES OR SHRUBS SHALL BE PLANTED OVER OR WITHIN 5' OF ANY WET UTILITY.
- NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS OF ANY DRAINAGE SWALES OR CHANNEL. NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.
- NEW HYDRANTS SHALL BE AT LEAST THREE (3) FEET FROM VEGETATION AT FULL MATURITY, WITH THE EXCEPTION OF GRASS AND GROUND COVER, AS WELL AS FROM ANY LANDSCAPING THAT WOULD INTERFERE WITH HYDRANT OPERATION, SUCH AS FENCES, BUSHES, TREES, ROCKS, WALLS, ETC.

### PLANTING NOTES

- ALL PLANT MATERIAL SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
- STAKE ALL TREES BASED ON THESE DRAWING. LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE [OWNER'S REPRESENTATIVE] IN THE FIELD PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN. ANY DISCREPANCIES BETWEEN THE PLAN AND FIELD CONDITIONS SHALL BE REPORTED TO THE [OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
- NOTIFY OWNER'S REPRESENTATIVE OF ANY CONFLICTS BETWEEN UTILITIES AND PLANTINGS TO COORDINATE FIELD ADJUSTMENTS.
- TREES SHALL BE A MINIMUM OF 10' FROM ALL UTILITIES, UNLESS NOTED OTHERWISE.
- IF THERE IS A DISCREPANCY BETWEEN THE PLANT COUNTS ON THE CALLOUTS AND/OR SCHEDULES ON THE PLANS AND THE ACTUAL NUMBER OF PLANTS DEPICTED ON THE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE ACTUAL NUMBER OF PLANTS DEPICTED ON THE DRAWINGS.
- THE CONTRACTOR IS RESPONSIBLE FOR WEED CONTROL FOR ALL LANDSCAPE AREAS UNTIL FINAL PROJECT ACCEPTANCE.
- FINE GRADING MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO SEEDING, SODDING, AND PLANTING.

### SIGHT TRIANGLE LANDSCAPING NOTES

- CORNER SIGHT DISTANCE MEASURED FROM A POINT ON THE MINOR ROAD, PARALLEL TO THE ROADWAY, 15 FEET FROM THE EDGE OF THE MAJOR ROAD PAVEMENT, AND FROM AN EYE HEIGHT OF 3.50 FEET ON THE MINOR ROAD TO A HEIGHT OF OBJECT OF 4.25 FEET ON THE MAJOR ROAD.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 8 FEET MINIMUM ABOVE ADJACENT GRADE.
- SIGHT TRIANGLE MUST FALL WITHIN PUBLIC RIGHT-OF-WAY, OR A DEDICATED SITE TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN.
- NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
- NO EVERGREEN TREES MAY BE PLACED WITHIN THE SITE TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED WITHIN THE SITE TRIANGLE PROVIDED THE TREE CANOPY IS MAINTAINED TO BE NO LOWER THAN 7 FEET ABOVE THE ADJACENT STREET OR SIDEWALK GRADE (WHICHEVER IS HIGHER).

### NATIVE SEED MIX NOTES

- THE TIME OF YEAR SEEDING IS TO OCCUR SHOULD BE OCTOBER THROUGH EARLY MAY.
- PREPARE SOIL AS NECESSARY AND APPROPRIATE FOR NATIVE SEED MIX SPECIES THROUGH AERATION AND ADDITION OF AMENDMENTS. THEN SEED IN TWO DIRECTIONS TO DISTRIBUTE SEED EVENLY OVER ENTIRE AREA. DRILL SEED ALL INDICATED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS.
- IF CHANGES ARE TO BE MADE TO SEED MIX BASED ON SITE CONDITIONS THEN APPROVAL MUST BE PROVIDED BY CITY ENVIRONMENTAL PLANNER
- APPROPRIATE NATIVE SEEDING EQUIPMENT WILL BE USED (STANDARD TURF SEEDING EQUIPMENT OR AGRICULTURE EQUIPMENT SHALL NOT BE USED).
- DRILL SEED APPLICATION RECOMMENDED PER SPECIFIED APPLICATION RATE TO NO MORE THAN 1/2" DEPTH (OR APPROPRIATE DEPTH FOR SELECTED SPECIES). FOR BROADCAST SEEDING INSTEAD OF DRILL SEEDING METHOD DOUBLE SPECIFIED APPLICATION RATE. REFER TO NATIVE SEED MIX TABLE FOR SPECIES, PERCENTAGES AND APPLICATION RATES.
- PREPARE WEED MANAGEMENT PLAN TO ENSURE THAT WEEDS ARE PROPERLY MANAGED BEFORE, DURING AND AFTER SEEDING ACTIVITIES.
- AFTER SEEDING THE AREA SHALL BE COVERED WITH CRIMPED STRAW, JUTE MESH, OR OTHER APPROPRIATE METHODS.
- WHERE NEEDED, PERMANENT IRRIGATION SHOULD BE PROVIDED UNTIL SEED IS ESTABLISHED. IF IRRIGATION IS USED, THE IRRIGATION SYSTEM FOR SEEDING AREAS SHALL BE FULLY OPERATIONAL AT THE TIME OF SEEDING AND SHALL ENSURE 100% HEAD-TO-HEAD COVERAGE OVER ALL SEEDING AREAS. ALL METHODS AND REQUIREMENTS IN THE APPROVED IRRIGATION PLAN SHALL BE FOLLOWED.
- CONTRACTOR SHALL MONITOR SEEDING AREA FOR PROPER IRRIGATION, EROSION CONTROL, GERMINATION AN RE-SEEDING AS NEEDED TO ESTABLISH COVER.
- THE APPROVED SEED MIX AREA IS INTENDED TO BE MAINTAINED IN A NATURAL LIKE LANDSCAPE AESTHETIC. IF AND WHEN MOWING OCCURS IN NATIVE GRASS SEED MIX AREAS DO NOT MOW LOWER THAN 6 TO 8 INCHES IN HEIGHT TO AVOID INHIBITING NATIVE PLANT GROWTH.
- NATIVE SEED AREA WILL BE CONSIDERED ESTABLISHED WHEN SEVENTY PERCENT (70%) VEGETATIVE COVER IS REACHED WITH NO LARGER THAN ONE FOOT SQUARE BARE SPOTS AND/OR UNTIL DEEMED ESTABLISHED BY CITY PLANNING SERVICES AND EROSION CONTROL.
- THE DEVELOPER AND/OR LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ADEQUATE SEEDLING COVERAGE AND GROWTH AT THE TIME OF FINAL STABILIZATION, AS DEFINED BY STATE AND LOCAL AGENCIES. IF FINAL STABILIZATION IS NOT ACHIEVED TO THE SATISFACTION OF THE AGENCY, THE DEVELOPER AND/OR LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES TO SATISFY FINAL VEGETATIVE REQUIREMENTS FOR CLOSEOUT.

### IRRIGATED TURF MIX

SEED MIX 1	
SPECIES	SEEDED RATE LBS/PLS/ACRE (DRILLED)
BLUE GRAMA/BOUTELOUA GRACILIS	15
BUFFALOGRASS/BOUTELOUA DACTYLOIDES	15

### NATIVE PRAIRIE SEED MIX

PRAIRIE SEED MIX	
SPECIES	SEEDED RATE LBS/PLS/ACRE (DRILLED)
BLUE GRAMA/BOUTELOUA GRACILIS	1.5
BUFFALOGRASS/BOUTELOUA DACTYLOIDES	2.4
SIDEOATS GRAMA/BOUTELOUA CURTIPENDULA	2.7
WESTERN WHEATGRASS/PASCOPYRUM SMITHII	5.2
GREEN NEEDLEGRASS/NASELLA VIRIDULA	3
SAND DROPSEED/SPOROBOLUS CRYPTANDRUS	0.18

### PLANTING SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	AR	70	ACER PLATANOIDES 'ROYAL RED' / ROYAL RED NORWAY MAPLE	B & B	2"
	AF	84	ACER RUBRUM 'FRANKSRED' / RED SUNSET® MAPLE	B & B	2"
	BP	27	BETULA PLATYPHYLLA JAPONICA / WHITESPIRE BIRCH	B & B	2"
	CO	57	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"
	GS	87	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEY LOCUST	B & B	2"
	GK	95	GYMNOCLADUS DIOICA / KENTUCKY COFFEETREE	B & B	2"
	QB	59	QUERCUS BICOLOR / SWAMP WHITE OAK	B & B	2"
	TG	49	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	2"
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	PC	19	PICEA PUNGENS / COLORADO SPRUCE	B & B	6' HT
	PPH	19	PICEA PUNGENS 'HOOPSII' / HOOPSII SPRUCE	B & B	6' HT
	PP	25	PINUS EDULIS / PINYON PINE	B & B	6' HT
	PS	5	PINUS SYLVESTRIS / SCOTCH PINE	B & B	6' HT
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	PA	30	PRUNUS AMERICANA / AMERICAN PLUM	B & B	1.5"
	PM	29	PRUNUS VIRGINIANA MELANOCARPA / WESTERN CHOKECHERRY	B & B	1.5"
	SR	16	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	1.5"
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	AS3	5	AMELANCHIER ALNIFOLIA / SERVICEBERRY	5 GAL	
	BA	153	BERBERIS THUNBERGII 'ATROPURPUREA' / RED LEAF JAPANESE BARBERRY	5 GAL	
	BB2	60	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION GRASS	5 GAL	
	CR	38	CORNUS SERICEA / RED TWIG DOGWOOD	5 GAL	
	CK	297	CORNUS SERICEA 'KELSEY' / KELSEY'S DWARF RED TWIG DOGWOOD	5 GAL	
	EEQ	22	EPHEDRA EUISETINA / BLUESTEM JOINT FIR	5 GAL	
	PN	28	PHYSOCARPUS OPULIFOLIUS / NINEBARK	5 GAL	
	PD	48	PHYSOCARPUS OPULIFOLIUS 'DIABLO' / DIABLO NINEBARK	5 GAL	
	RM	110	RIBES AUREUM VILLOSUM 'CRANDALL' / CRANDALL CLOVE CURRANT	5 GAL	
	RW	161	ROSA WOODSII / MOUNTAIN ROSE	5 GAL	
	RG3	184	RUDBECKIA FULGIDA SULLIVANTII 'GOLDSTURM' / BLACK-EYED SUSAN	5 GAL	
	SI	34	SALIX IRRORATA / DEWYSTEM WILLOW	5 GAL	
ORNAMENTAL GRASS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	CAK	64	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL	

### TREE SPECIES DIVERSITY

SPECIES	COUNT	TREE % OF TOTAL
Acer platanoides 'Royal Red'	70	10
Acer rubrum 'Franksred'	84	13
Betula platphylla japonica	27	4
Celtis occidentalis	57	8
Gleditsia trancanthos inermis 'Skyline'	87	13
Gymnocladus dioica 'Espresso'	95	14
Quercus bicolor	59	9
Tilia cordata 'Greenspire'	49	7
Picea pungens	19	3
Picea pungens 'Hoopsii'	19	3
Pinus edulis	25	4
Pinus sylvestrus	5	1
Prunus americana	30	4
Prunus virginiana melanocarpa	29	4
Syringa reticulata	16	2
TOTAL TREES	671	

### SOUTHRIDGE SUBDIVISION

JOHNSTOWN, CO

PREPARED BY:



DEVELOPER/APPLICANT

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LARRY BUCKENDORF  
7251 W. 20TH STREET, L-200  
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SITE ENGINEER

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SURVEYOR

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TRAFFIC ENGINEER

Rollins Consult, LLC  
Ruth Rollins, PE  
1112 Remington Street  
Fort Collins, CO. 80524  
(970) 213-2393

ORIGINAL SIZE 24X36

ISSUED

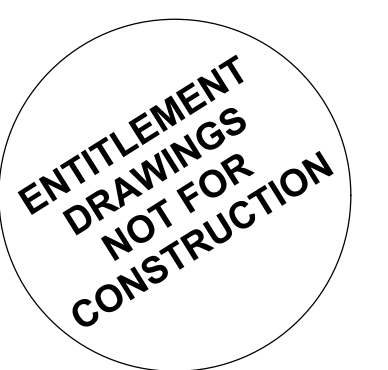
No.	DESCRIPTION	DATE
01	PRELIMINARY PLAT	10/14/2022
02	FINAL PLAT	12/02/2022
03	FINAL PLAT RD 2	06/09/2023
04	FINAL PLAT RD 3	08/10/2023
05	FINAL PLAT RD 4	09/26/2023

REVISIONS

No.	DESCRIPTION	DATE

### LANDSCAPE NOTES & SCHEDULES

SEAL:



PROJECT No.:	R22-044
DRAWN BY:	
REVIEWED BY:	
DRAWING NUMBER:	



**SOUTHRIDGE  
SUBDIVISION**

JOHNSTOWN, CO  
PREPARED BY:

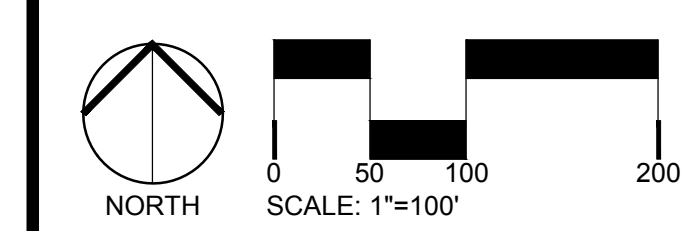


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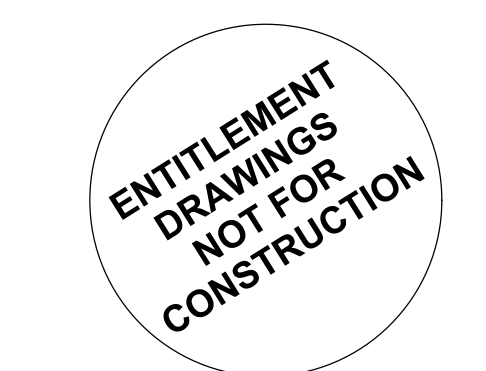
ORIGINAL SIZE 24X36

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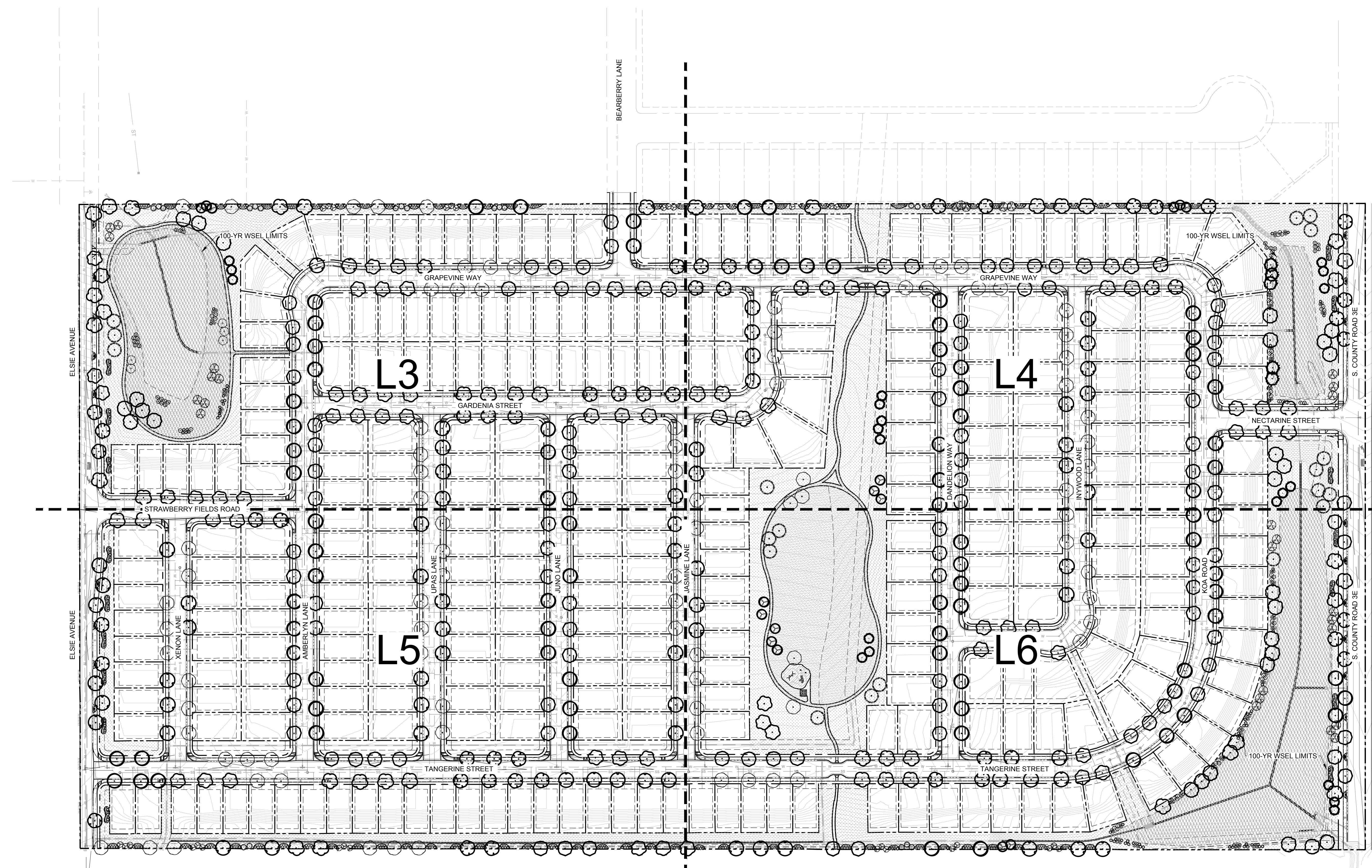
**LANDSCAPE PLAN**

SEAL:



PROJECT No.: R22-044  
DRAWN BY:  
REVIEWED BY:  
DRAWING NUMBER:

Plotted By: Alex Garver Layout: 2 LANDSCAPE PLAN Printed On: 9/25/2023 3:50 PM File Name: LANDSCAPE PLAN.dwg



**REFERENCE NOTES SCHEDULE**

<b>SYMBOL</b>	<b>DESCRIPTION</b>	<b>SYMBOL</b>	<b>02 LANDSCAPE MATERIAL DESCRIPTION</b>
	CRUSHER FINES		WOOD MULCH
<b>SYMBOL</b>	<b>01 HARDSCAPE DESCRIPTION</b>		IRRIGATED TURF
	CONCRETE		ROCK MULCH
			SEMI-IRRIGATED TURF (50% BLUE GRAMA, 50% BUFFALO GRASS)
			NATIVE PRAIRIE SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
			DETENTION POND SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)



# SOUTHRIDGE SUBDIVISION

JOHNSTOWN, CO  
PREPARED BY:

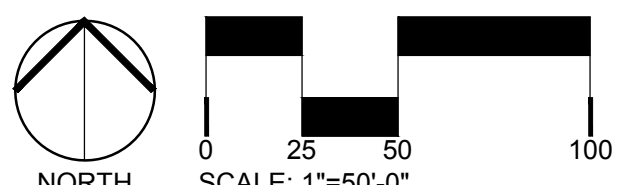


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(970) 674-1109

**SITE ENGINEER**  
AVANT CIVIL GROUP  
ROBBIE LAUER  
1337 Riverside Ave., Suite 2  
Fort Collins, CO, 80524  
(970) 286-7995

**SURVEYOR**  
Northern Engineering Services, inc.  
Aaron Lund, PLS  
301 North Howes Street, Suite 100  
Fort Collins, CO, 80521  
(970) 221-4158

**TRAFFIC ENGINEER**  
Rollins Consult, LLC  
Ruth Rollins, PE  
1112 Remington Street  
Fort Collins, CO, 80524  
(970) 213-2393



ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	PRELIMINARY PLAT	10/14/2022
02	FINAL PLAT	12/02/2022
03	FINAL PLAT RD 2	06/09/2023
04	FINAL PLAT RD 3	08/10/2023
05	FINAL PLAT RD 4	09/26/2023

REVISIONS

No.	DESCRIPTION	DATE

## LANDSCAPE ENLARGEMENT

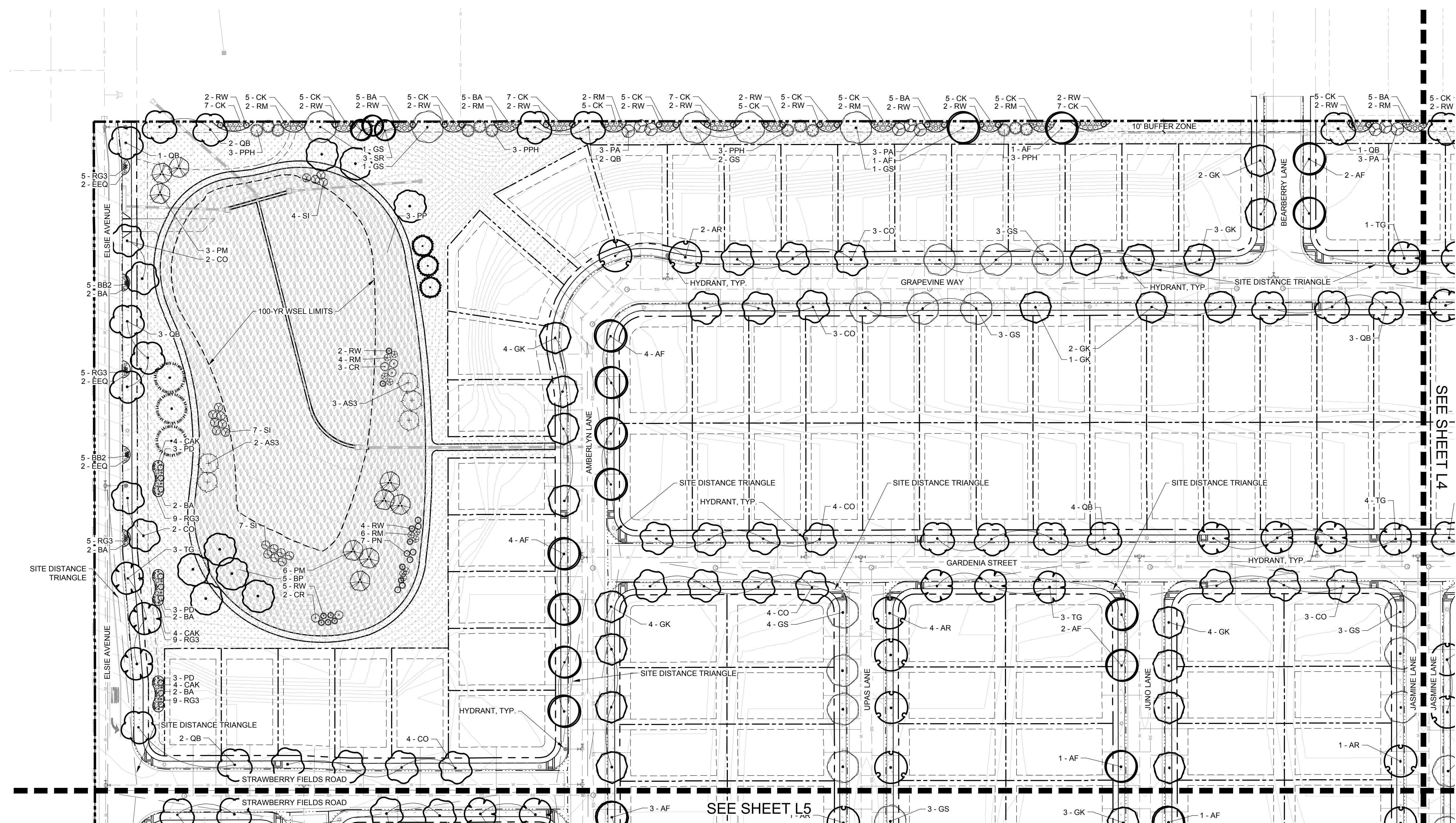
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PROJECT No.:	R22-044
DRAWN BY:	
REVIEWED BY:	
DRAWING NUMBER:	

# L3

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### REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	CRUSHER FINES		ROCK MULCH
	CONCRETE		SEMI-IRRIGATED TURF (50% BLUE GRAMA, 50% BUFFALO GRASS)
	WOOD MULCH		NATIVE PRAIRIE SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	IRRIGATED TURF		DETENTION POND SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)

01 HARDSCAPE DESCRIPTION

02 LANDSCAPE MATERIAL DESCRIPTION



SOUTHRIDGE SUBDIVISION

JOHNSTOWN, CO  
PREPARED BY:



DEVELOPER/APPLICANT

JOURNEY HOMES  
LARRY BUCKENDORF  
7251 W. 20TH STREET, L-200  
TIMNATH CO, 80547  
(970) 674-1109

SITE ENGINEER

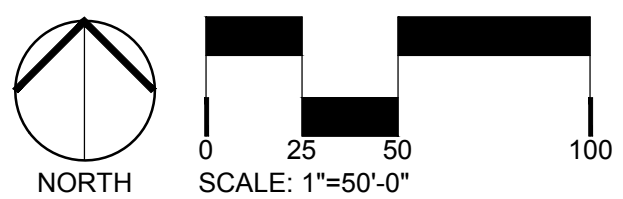
AVANT CIVIL GROUP  
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Fort Collins, CO, 80524  
(970) 286-7995

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TRAFFIC ENGINEER

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ORIGINAL SIZE 24X36

ISSUED

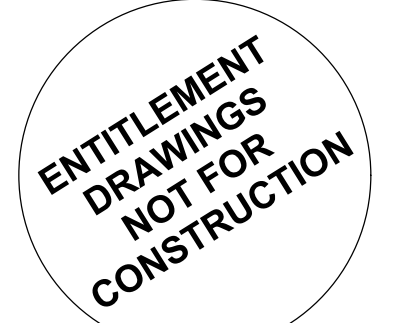
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REVISIONS

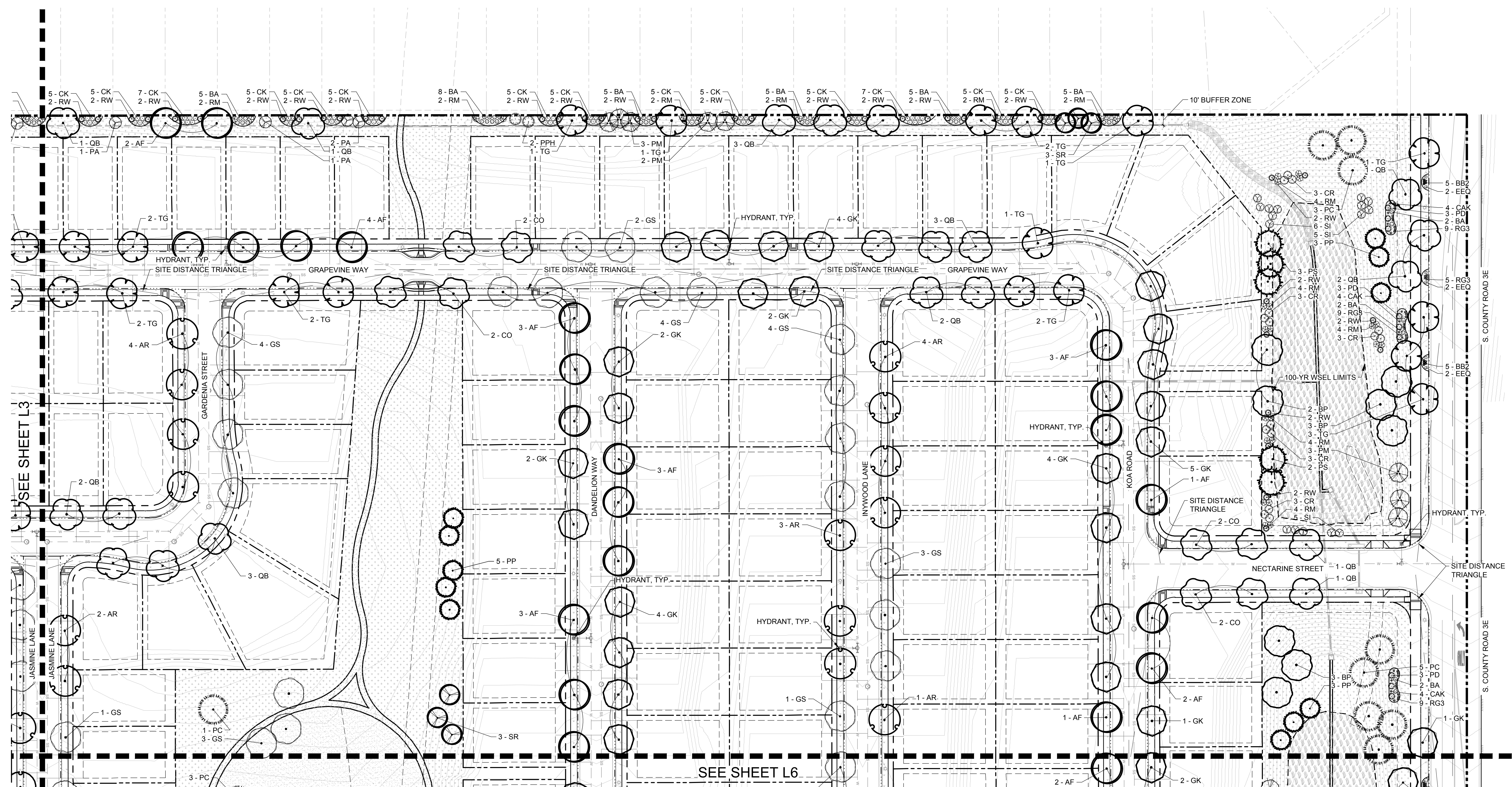
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LANDSCAPE ENLARGEMENT

SEAL:



PROJECT No.:	R22-044
DRAWN BY:	
REVIEWED BY:	
DRAWING NUMBER:	



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
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	01 HARDSCAPE		SEMI-IRRIGATED TURF (50% BLUE GRAMA, 50% BUFFALO GRASS)
	CONCRETE		NATIVE PRAIRIE SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	02 LANDSCAPE MATERIAL		DETENTION POND SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	WOOD MULCH		
	IRRIGATED TURF		

Plotted By: Alex Garver Layout: 4 LANDSCAPE ENLARGEMENT Printed On: 9/25/2023 3:51 PM File Name: LANDSCAPE PLAN.dwg



SOUTHRIDGE  
SUBDIVISION

JOHNSTOWN, CO  
PREPARED BY:

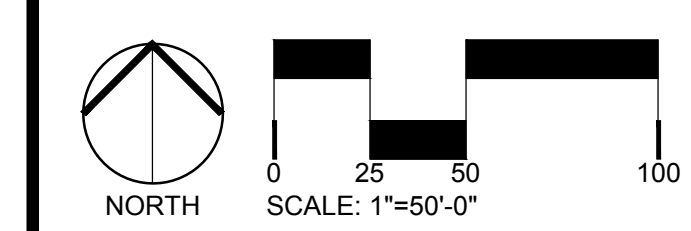


DEVELOPER/APPLICANT  
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ORIGINAL SIZE 24X36

ISSUED

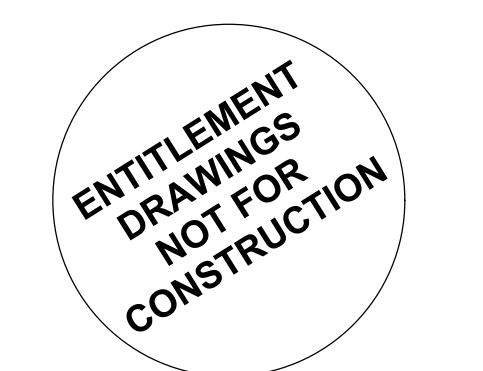
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REVISIONS

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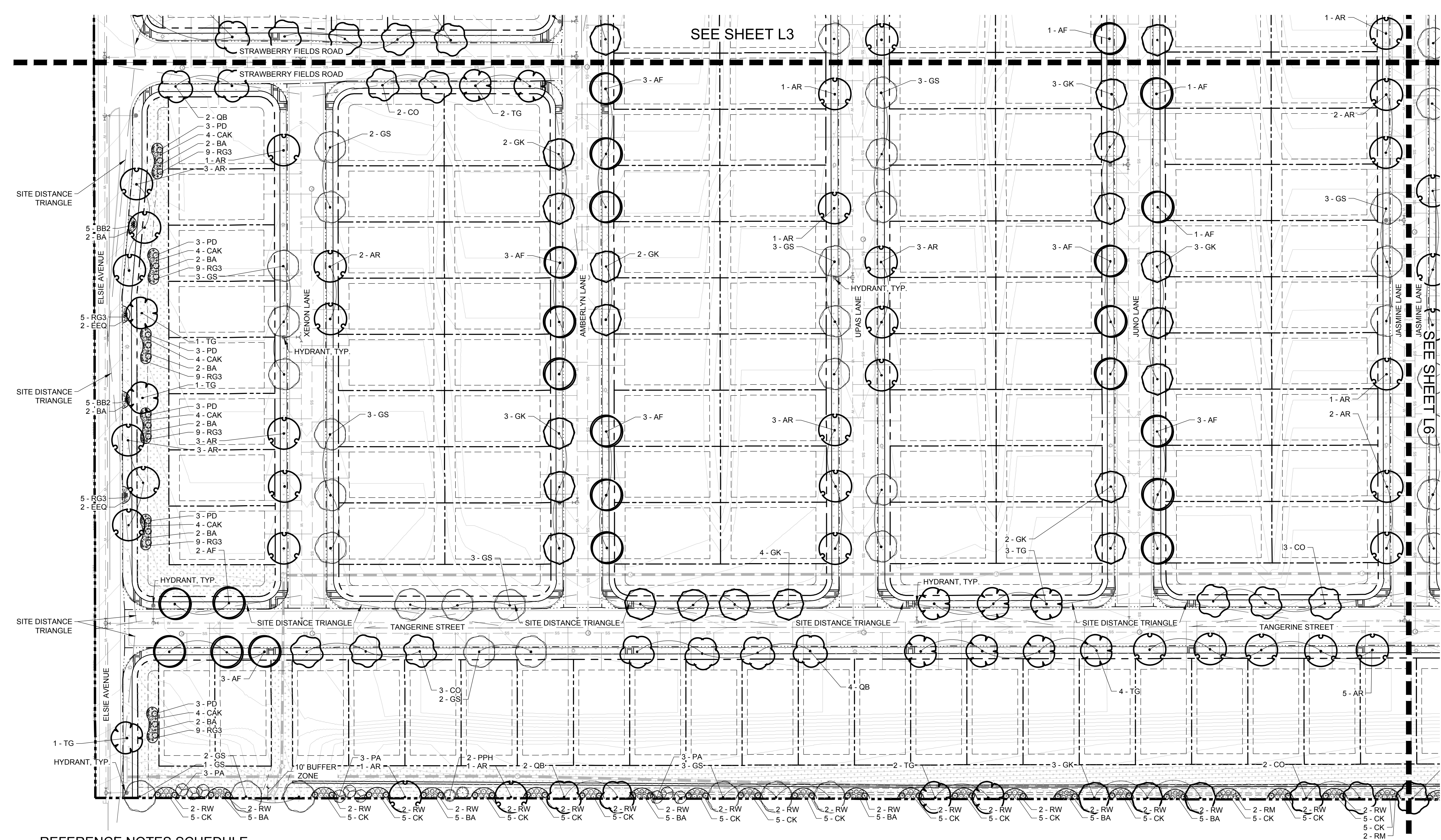
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SEAL:



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REVIEWED BY:  
DRAWING NUMBER:

L5



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	CONCRETE		NATIVE PRAIRIE SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	02 LANDSCAPE MATERIAL DESCRIPTION		DETENTION POND SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	WOOD MULCH		
	IRRIGATED TURF		

Plotted By: Alex Garver Layout: 5 LANDSCAPE ENLARGEMENT Printed On: 9/25/2023 3:52 PM File Name: LANDSCAPE PLAN.dwg



# SOUTHRIDGE SUBDIVISION

JOHNSTOWN, CO  
PREPARED BY:



**DEVELOPER/APPLICANT**

JOURNEY HOMES  
LARRY BUCKENDORF  
7251 W. 20TH STREET, L-200  
TIMNATH CO, 80547  
(970) 674-1109

**SITE ENGINEER**

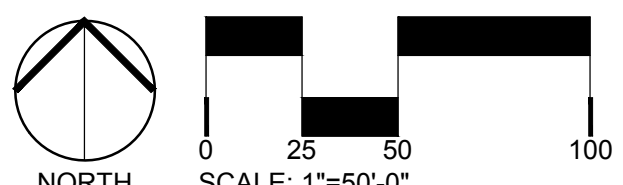
AVANT CIVIL GROUP  
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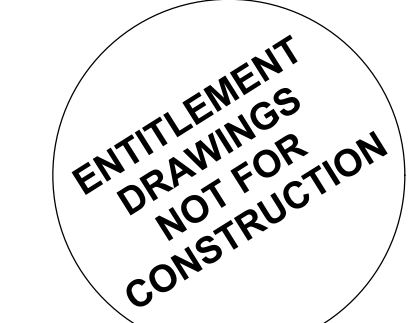
ORIGINAL SIZE 24X36

ISSUED		
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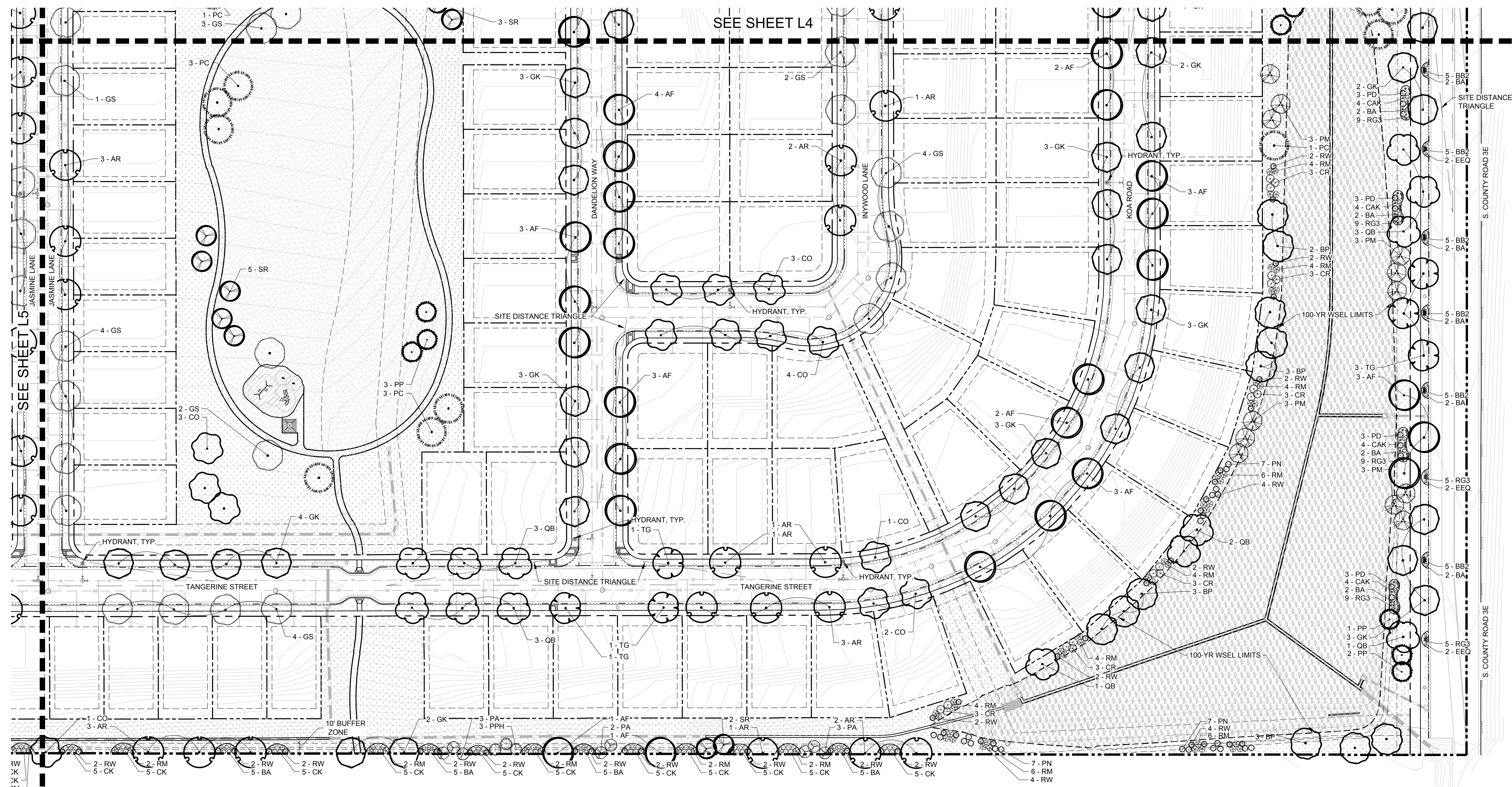
REVISIONS		
No.	DESCRIPTION	DATE

## LANDSCAPE ENLARGEMENT

SEAL:



PROJECT No.: R22-044  
 DRAWN BY:  
 REVIEWED BY:  
 DRAWING NUMBER:



**REFERENCE NOTES SCHEDULE**

	ROCK MULCH
	CRUSHER FINES
	SEMI-IRRIGATED TURF (50% BLUE GRAMA, 50% BUFFALO GRASS)
	NATIVE PRAIRIE SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
	DETENTION POND SEED MIX (SEE NOTES AND SCHEDULES FOR DETAILS)
<b>01 HARDSCAPE DESCRIPTION</b>	
	CONCRETE
<b>02 LANDSCAPE MATERIAL DESCRIPTION</b>	
	WOOD MULCH
	IRRIGATED TURF

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# Town of Johnstown

## South Ridge Final / Preliminary Plat Development Plan

Plat and Development Plan (SUB22-0012)

Applicant: Journey Homes, LLC

Planning & Zoning Commission

August 23, 2023

# LOCATION & BACKGROUND

- Approx. 79.7 Acres
- Part of the South Ridge PUD
- Located directly south of The Ridge Subdivision, east of S County Road 3E
- 2022 Annexation establishment of Zoning Map (ORD 2022-228)
- The land was historically a farm, with a single-family home on the property, now unoccupied



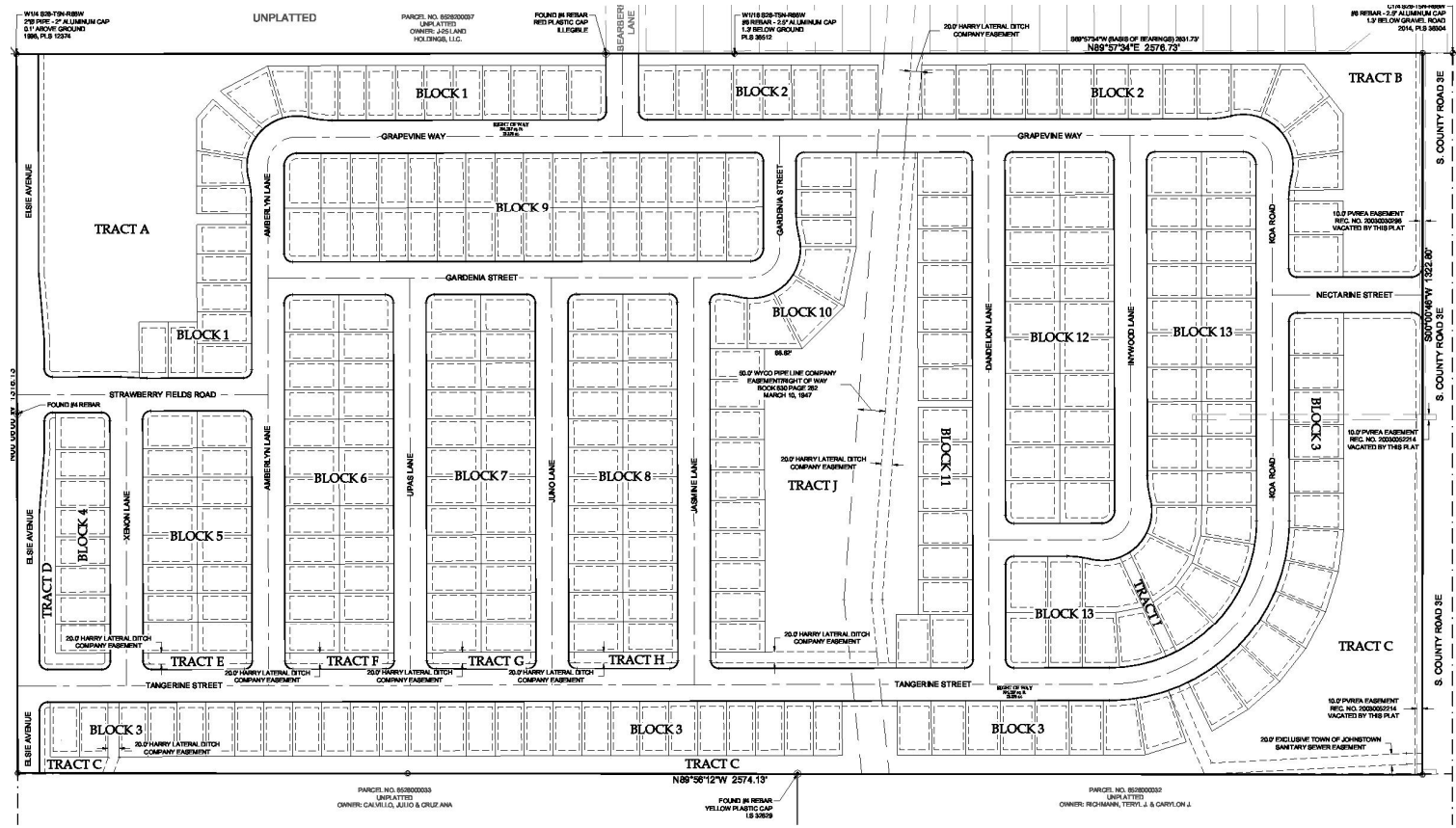
Town of Johnstown

johnstown.colorado.gov | 970-587-4664










# SUBDIVISION

- 306 total lots
- 10 Outlots for open space and utilities/Detention
- One “Abandoned Location” well – never drilled
- One irrigation ditch exists on the property and will be realigned and piped



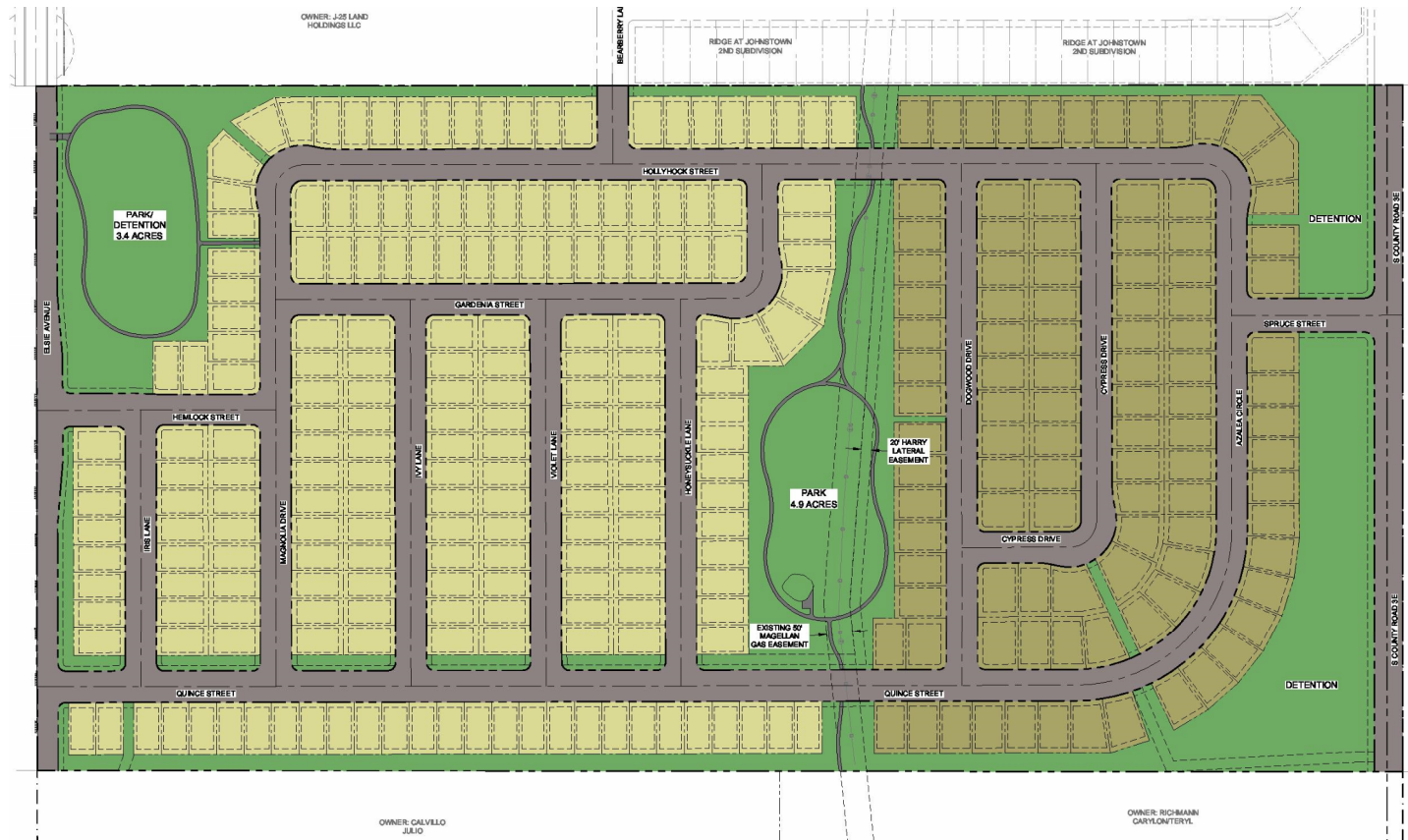
Town of Johnstown  
 johnstown.colorado.gov | 970-587-4664

# DEVELOPMENT PLAN

	203 LOTS (53' X 100')	25.6 AC	43.2%
	103 LOTS (63' X 100')	15.8 AC	26.6%
	OPEN SPACE (8.3 AC PARK)	14.0 AC	
	DETENTION (4.3 AC X 5%)	0.22 AC	
	TREE LAWN	3.69 AC	
	TOTAL OPEN SPACE	17.91 AC	30.2%
	TOTAL	59.3 AC	100%

NOTE: PAVED RIGHT-OF-WAY AREA IS NOT INCLUDED WITHIN THE OPEN SPACE CALCULATION.

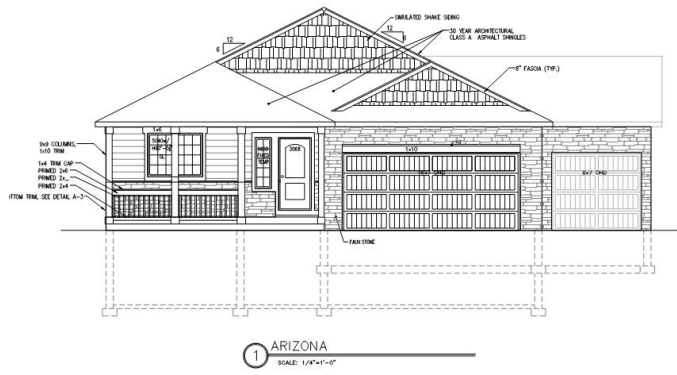
- 203 Lots (53' x 110' TYP.)
- 103 Lots (63' x 100' TYP.)
- 306 Total Lots
- OPEN SPACE =30.0 % / 17.9 AC.



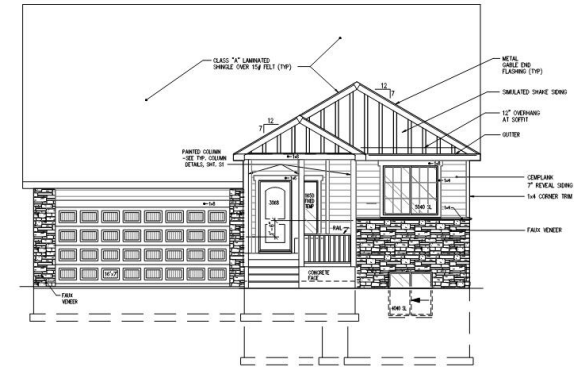
Town of Johnstown  
[johnstown.colorado.gov](http://johnstown.colorado.gov) | 970-587-4664



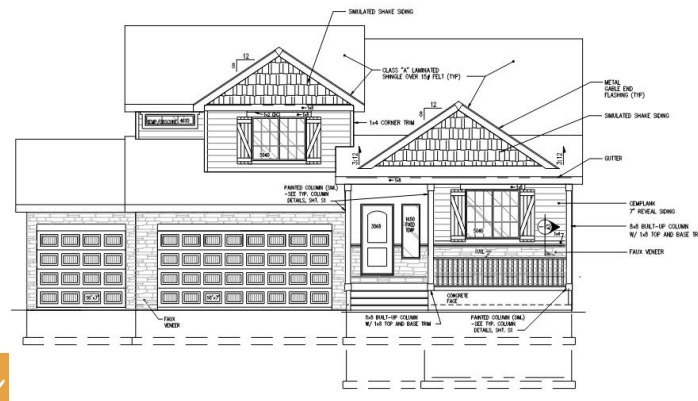
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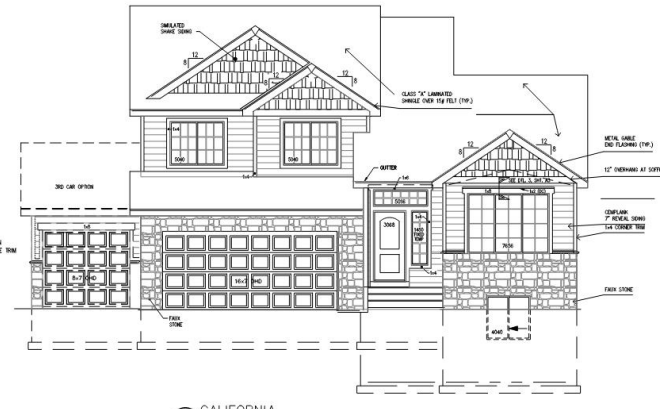
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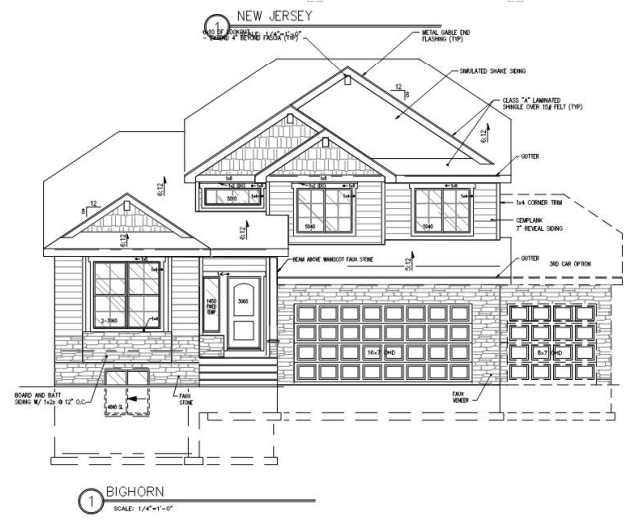
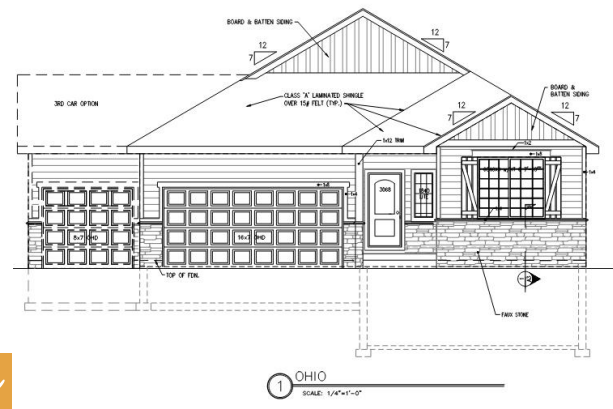
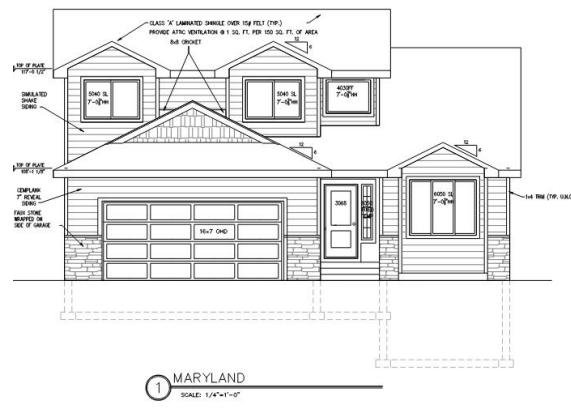


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Town of Johnstown  
johnstown.colorado.gov | 970-587-4664

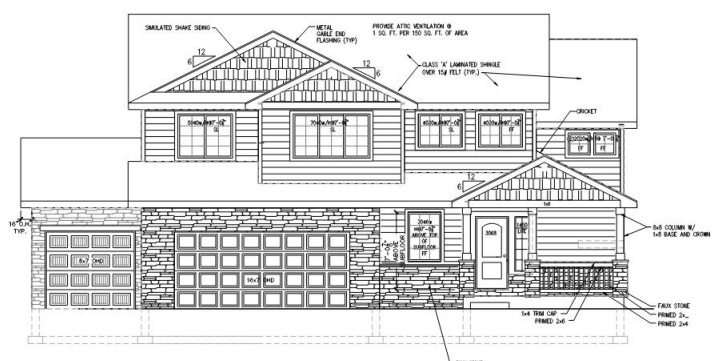
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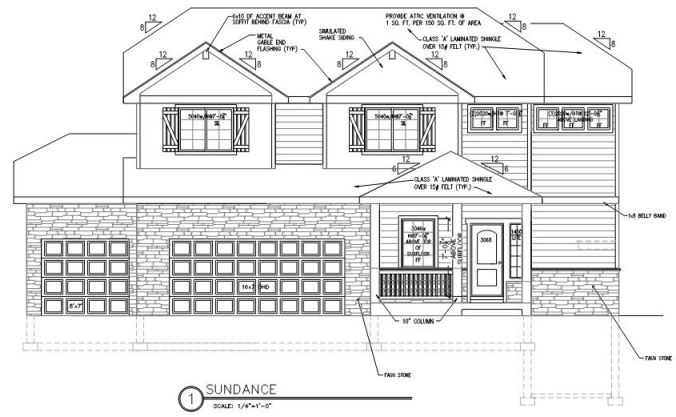
Town of Johnstown  
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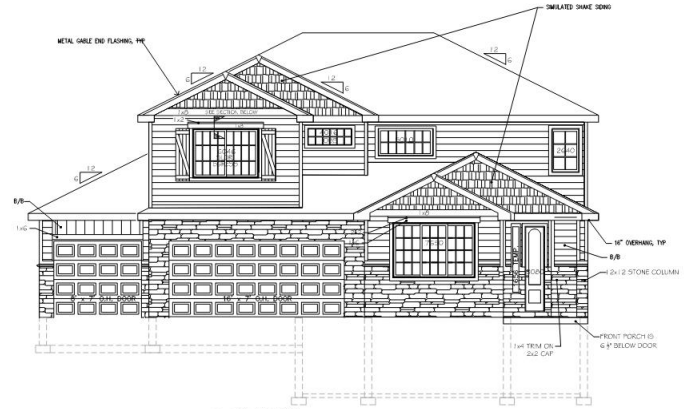
# Single Family Detached



1 SARATOGA  
SCALE: 1/4"=1'-0"



1 SUNDANCE  
SCALE: 1/4"=1'-0"



1 GLENDON  
SCALE: 1/4"=1'-0"



Town of Johnstown  
[johnstown.colorado.gov](http://johnstown.colorado.gov) | 970-587-4664

# ANALYSIS & RECOMMENDATION

## Recommendation to Approve with Conditions

1. Development shall be redesigned to ensure accommodation of minimum of 30% open space, per ODP and Town code, based upon gross land area of 78.07 acres, resulting in 23.4 acres throughout the neighborhood.
2. Development shall receive town approvals on all engineering and technical documents and incorporate all necessary revisions in the plat and plans, prior to proceeding to Town Council.



*Town of Johnstown*

johnstown.colorado.gov | 970-587-4664



**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
TOWN OF JOHNSTOWN  
(SOUTHRIDGE SUBDIVISION)**

**This Subdivision Development and Improvement Agreement** (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **SR JOHNSTOWN INVESTMENTS, LLC**, a Colorado limited liability company (“Developer”).

**RECITALS**

**WHEREAS**, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of 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 Southridge (“Development”); and

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

**WHEREAS**, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution 2023- , containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

**AGREEMENT**

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

*B*

## RECITALS

The Recitals are incorporated as if fully set forth herein.

## DEFINITIONS

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

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

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

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

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

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

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

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

1.8 **“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.

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

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

1.11 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements



including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.12 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

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

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

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

1.16 **“Town Manager”** shall include the Town Manager and such person’s authorized designees.

**SUBDIVISIONIMPROVEMENTS**

2. **Public Improvements**

2.1 ***Pre-Construction***

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

b. **Civil Engineering Construction Plans**: Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval

*IB*

of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

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

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

## 2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable



laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within an 800-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

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

2.4 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

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

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after

the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

### 3. **Private Improvements**

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

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

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.



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

4. **Dry-Utilities**

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

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

**ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

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

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

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

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

**5.3 Delivery of Notice of Construction Acceptance.** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town’s discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

**5.4 Maintenance, Repair and Replacement:** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within thirty (30) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).



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

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

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

5.7 **Dedication and Maintenance of Subdivision Improvements:** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner’s association or a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner’s association, a metropolitan or special district or the appropriate public utility company.

**WATER AND SEWER SERVICE**

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

into this Agreement and made a part hereof.

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

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

### **BUILDING PERMITS**

7.1 The Town shall not issue building permits 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 Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

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

*IB*



## **OPERATION STANDARDS**

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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

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

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

## **DEVELOPMENT STANDARDS**

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

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

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

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

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

### **LIABILITY, INSURANCE AND COST REIMBURSEMENT**

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to



promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

10.4 **Tax Liability:** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

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

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

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

### **DEFAULTS AND REMEDIES**

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written

notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

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

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

### SPECIAL PROVISIONS

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

### MISCELLANEOUS

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

*B*



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

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

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

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

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

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



**TO DEVELOPER:**

**SR JOHNSTOWN INVESTMENTS, LLC**  
Attention: Larry S. Buckendorf  
7251 W. 20<sup>th</sup> Street, L-200  
Greeley, CO 80634  
Email: Larry@journeyhomes.com

**TO TOWN:**

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

13.8 **Costs and Attorney Fees.** If any judicial proceedings may hereafter be brought related to 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.

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

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

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

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

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties 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.

*JB*



13.1 **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, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

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

13.3 **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 25 day of APRIL, 2024.

SR JOHNSTOWN INVESTMENTS, LLC

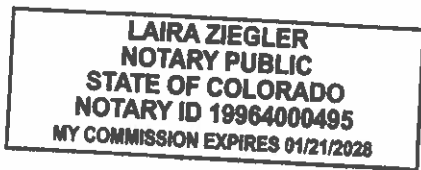
By:   
Name: Larry Buckendorf  
Title: Managing Member

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF WELD            )

SUBSCRIBED AND SWORN to before me this 15 day of April, 2024, by Larry S Buckendorf, as the managing member of SR JOHNSTOWN INVESTMENTS, LLC.

WITNESS my hand and official seal.

My commission expires: 1-21-28



  
Notary Public

TOWN OF JOHNSTOWN, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
Michael P Duncan, Mayor

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

*FB*



**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
THE TOWN OF JOHNSTOWN  
(SOUTHRIDGE)**

**EXHIBITS**

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<b>EXHIBIT A:</b>	Legal Description of the Property
<b>EXHIBIT B-1:</b>	Copy of Final Plat
<b>EXHIBIT B-2:</b>	Town Resolution Approving Development
<b>EXHIBIT B-3:</b>	Additional Terms, Conditions or Provisions
<b>EXHIBIT C:</b>	Engineer's Opinion of Cost
<b>EXHIBIT D:</b>	Irrevocable Letter of Credit Form

## EXHIBIT A

### LEGAL DESCRIPTION (Property)

A parcel of land being that portion of the Southwest Quarter (SW1/4) of Section Twenty-six (26), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described as follows:

**BEGINNING** at the West Quarter Corner of Section 26 and assuming the North line of the Southwest Quarter of said Section 26 as bearing North  $89^{\circ} 57' 34''$  East a distance of 2631.73 feet and being monumented by a 2" diameter pipe with a 2" diameter aluminum cap, stamped "PLS 12374," on the West and being monumented by a No. 6 rebar with a 2.5" diameter aluminum cap stamped PLS 38304 on the East with all other bearings contained herein relative thereto;

THENCE North  $89^{\circ} 57' 34''$  East a distance of 2631.73 feet to the Center Quarter Corner of said Section 26

THENCE South  $00^{\circ} 00' 46''$  West along the East line of the Southwest Quarter of said Section 26 a distance of 1322.90 feet;

THENCE North  $89^{\circ} 56' 12''$  West a distance of 2629.13 feet to the West line of the Southwest Quarter of said Section 26;

THENCE North  $00^{\circ} 06' 06''$  West along said West line of the Southwest Quarter of Section 26 a distance of 1318.13 feet to the West Quarter Corner of said Section 26 and to the **POINT OF BEGINNING**.

Said parcel contains 3,473,516 square feet, or 79.74 acres, more or less ( $\pm$ ).



**EXHIBIT B-1**  
**PLAT**  
**(SEE ATTACHED)**

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



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

1. **Prior to Pre-Construction Meeting**, provide recorded agreement related to construction and permanent crossing of the existing Magellan easement and pipeline that bisects the Development.
2. **Prior to Pre-Construction Meeting**, provide recorded agreement and approved/signed plans, related to realignment, construction, and permanent crossing of the Harry Lateral Ditch that bisects the Development.
3. **Prior to Construction Acceptance**, the off-site sanitary sewer improvements to which this Development will connect must be complete and have received a Notice of Construction Acceptance.
4. **Prior to Construction Acceptance**, all stormwater and drainage facilities shall be fully constructed and appropriately seeded or landscaped to ensure erosion control and function. (O&M documents).
5. **Connection to Southridge**. The Development shall be limited to eighty (80) building permits until such time that the Town issues a Notice of Construction Acceptance for either: (i) the portion of Elsie Avenue from the northern limits of the Development to Larimer County Road 18 or (ii) a portion of Elsie Avenue and the full length of Caliber Parkway to the I-25 Frontage Road. Such roadway improvement options are depicted on Exhibit 1 attached to this Exhibit B-3. The roadway improvements are currently being designed as part of The Ridge at Johnstown Subdivision Filing No. 4 but have not yet received approval from the Town. In the event that the developer of The Ridge at Johnstown Subdivision Filing No. 4 does not construct these necessary roadway improvements, the Developer may construct the roadway improvements provided that the Developer acquires the necessary right of way and constructs the roadway improvements to the Town's standards to support full build out of the Development.
6. **Prior to issuance of any building permits**, all required improvements to Larimer County Road 3e and Larimer County Road 18 associated with The Ridge at Johnstown Filing Nos. 1 and 2 Subdivision Development and Improvement Agreements, recorded in the Larimer County Clerk and Recorder's Office at Reception Nos. 20200076092 and 20210007783, shall be complete and have received a Notice of Construction Acceptance.

**EXHIBIT 1 TO EXHIBIT B-3**  
**DEPICTION OF ROADWAY IMPROVEMENTS**  
*(See attached.)*



**EXHIBIT C**  
**ENGINEER'S OPINION OF COST**  
**(ATTACHED)**

**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 Southridge, dated \_\_\_\_\_, 2023, between the Town of Johnstown and Journey Homes, LLC, a Colorado limited liability company.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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



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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Issuing Bank: \_\_\_\_\_

By: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

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

STATE OF )  
 ) ss.  
COUNTY OF )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public





### WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 25 day of April 2024, by and between SR JOHNSTOWN INVESTMENTS, LLC, a Colorado limited liability company (“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 an interest in land located in in the SW¼ Section 26, Township 5 North, Range 68 West, 6<sup>th</sup> PM., Larimer County, Colorado, described more particularly on Exhibit “A” (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by Developer as the Southridge Subdivision with 305 single family detached lots with residential irrigated landscaping consisting of 8.77 acres of sod and 0.44 acres of shrub beds, and additional common area irrigated landscaping consisting of 5.54 acres of sod, 0.89 acre of shrub beds, and 12.08 acres of native grasses (“Project”); and

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

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis was received by the Town and is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated November 17, 2023, 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)
Residential In-Building	100.65	5.03
Residential Landscape Irrigation	49.86	42.38
<b>Total</b>	<b>150.51</b>	<b>47.41</b>

2. **Water Rights Dedication and Credits.** Developer states, confirms and agrees that it has the lawful right to use and allocate raw water from the Journey Homes Water Bank, a copy of which is attached hereto and incorporated herein by reference as **Exhibit B**, for the Project. The

Journey Homes Water Bank contains both changed and unchanged shares of raw water from the Consolidated Home Supply Ditch and Reservoir Company ("Home Supply"). Developer acknowledges the assignment of 150.51 acre-feet of raw water credit from the Journey Homes Water Bank to the Project.

**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 100.65 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 49.86 acre-feet for irrigation as described above.

**5. Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage for 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, if necessary, based on actual water usage.

**6. Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of Sixty-One Thousand Five Hundred dollars (\$61,500.00) as payment of the water court transfer fees required by the Ordinance, representing 12 changed Home Supply shares and 8.52 unchanged Home Supply shares. This payment is only for the dedication of 150.51 acre-feet per year of estimated water demand and estimated consumptive use of 47.41 acre-feet per year (301 SFE) for the Project. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional water court transfer fees will 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 Ordinance and this Agreement.



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:

SR JOHNSTOWN INVESTMENTS,  
LLC  
Attention: Larry S. Buckendorf  
7251 W. 20<sup>th</sup> Street, L-200  
Greeley, CO 80634  
Email: Larry@journeyhomes.com

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.  
3401 Quebec St., Suite 3400  
Denver, CO 80207

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

**18. Recordation.** This Agreement 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.

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## EXHIBIT A

LEGAL DESCRIPTION  
(Property)

A parcel of land being that portion of the Southwest Quarter (SW1/4) of Section Twenty-six (26), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described as follows:

**BEGINNING** at the West Quarter Corner of Section 26 and assuming the North line of the Southwest Quarter of said Section 26 as bearing North  $89^{\circ} 57' 34''$  East a distance of 2631.73 feet and being monumented by a 2" diameter pipe with a 2" diameter aluminum cap, stamped "PLS 12374," on the West and being monumented by a No. 6 rebar with a 2.5" diameter aluminum cap stamped PLS 38304 on the East with all other bearings contained herein relative thereto;

THENCE North  $89^{\circ} 57' 34''$  East a distance of 2631.73 feet to the Center Quarter Corner of said Section 26

THENCE South  $00^{\circ} 00' 46''$  West along the East line of the Southwest Quarter of said Section 26 a distance of 1322.90 feet;

THENCE North  $89^{\circ} 56' 12''$  West a distance of 2629.13 feet to the West line of the Southwest Quarter of said Section 26;

THENCE North  $00^{\circ} 06' 06''$  West along said West line of the Southwest Quarter of Section 26 a distance of 1318.13 feet to the West Quarter Corner of said Section 26 and to the **POINT OF BEGINNING**.

Said parcel contains 3,473,516 square feet, or 79.74 acres, more or less ( $\pm$ ).

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EXHIBIT B  
JOURNEY HOMES WATER BANK  
(Attached)

15

## Journey Homes Water Bank

•Pending

Home Supply Share Dedications & Raw Water Credit				Assignments of Raw Water Credit					Raw Water Bank Credit Balance (ac-ft)		
Date	Dedication Type	No. of Shares	Johnstown Certificate No.	Share Status	Dedicated Raw Water Credit (ac-ft)	Assignment to:	SFE (Number)	In - Building Use (ac-ft)	Irrigation Use (ac-ft)	Total Use (ac-ft)	
12/21/2023	Home Supply	9	7215	Changed	72						72.00
12/21/2023	Home Supply	7	7216	Unchanged	44.8						116.80
1/17/2024	Home Supply	2	7218	Unchanged	12.8						129.60
1/19/2024	Transfer from Mtn View Land Dev.	N/A	N/A	Unchanged	1.15						130.75
3/8/2024	Home Supply	1	7228	Unchanged	6.4						137.15
3/8/2024	Home Supply	0.5	7230	Unchanged	3.2						140.35
4/11/2024	Home Supply	2	7244	Unchanged	14.4						154.75
4/11/2024	Home Supply	2	7245	Changed	16						170.75
4/11/2024	Home Supply	1	7246	Changed	8						178.75
4/11/2024	Home Supply	1	7247	Unchanged	6.4						185.15
4/11/2024	Home Supply	4.5	7248	Unchanged	28.8	Southridge Subdivision	301	100.65	49.86	150.51	213.95
--											63.44
Total:		30	--		213.95	--	301.00	100.65	49.86	150.51	--

**Notes:**

1. Water bank established pursuant to Assignment and Allocation of Raw Water Credit from the Caliber Water Bank and Establishment of the Journey Homes Water Bank signed \_\_\_\_\_.



# Southridge Final Plat & Development Plan

## CASE SUB22-0012

Town Council Meeting

May 6, 2024

# VICINITY MAP

Item #22.



**PROJECT SITE**

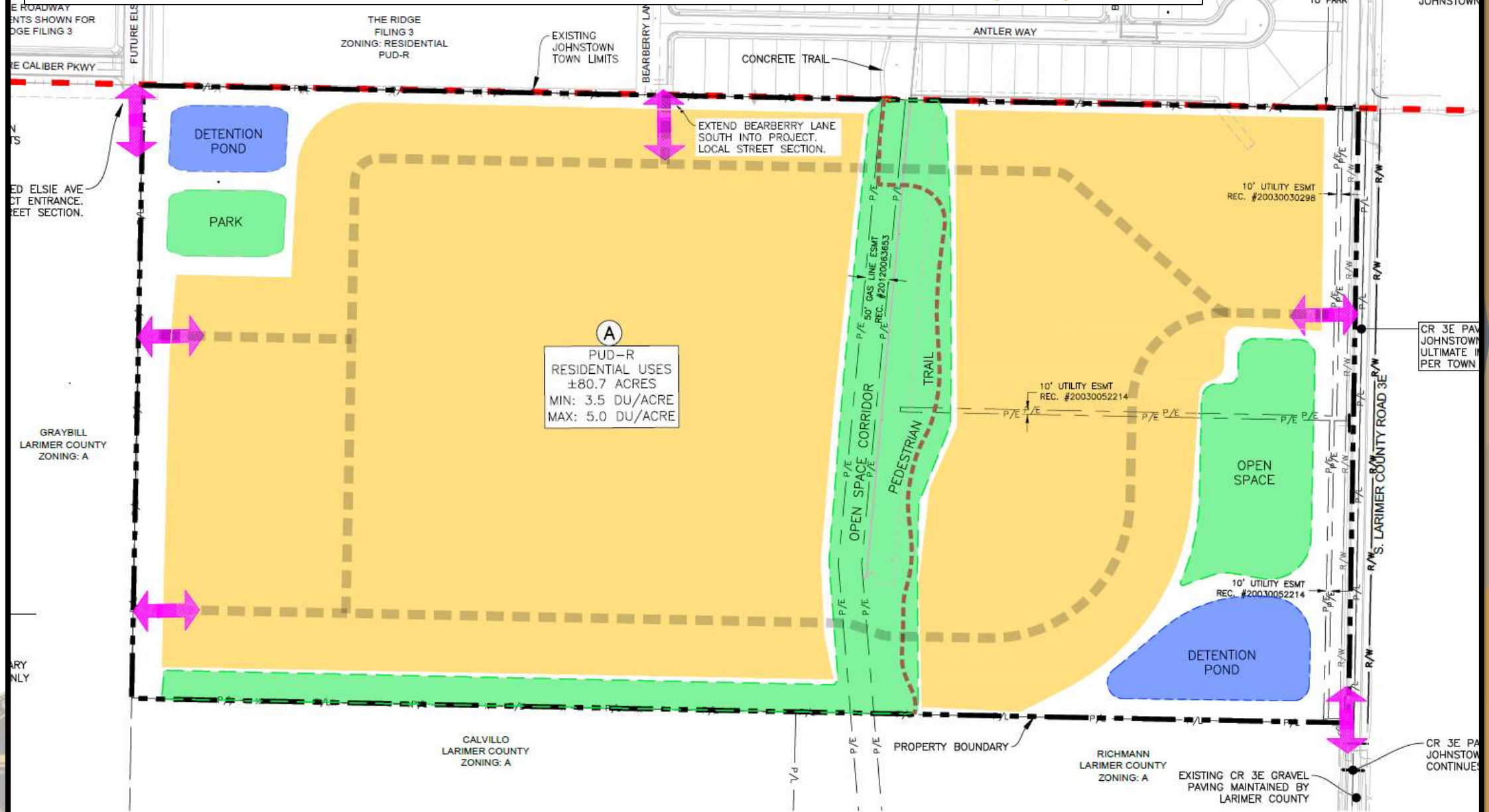


Image © 2024 Aerials

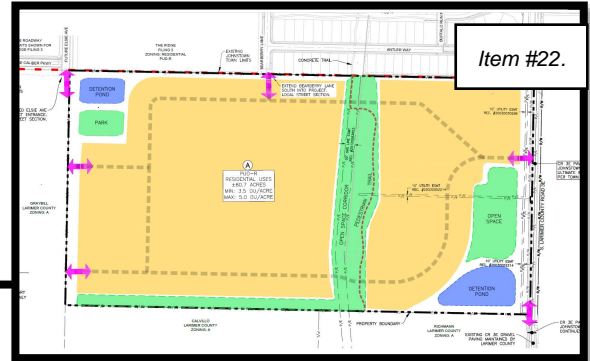
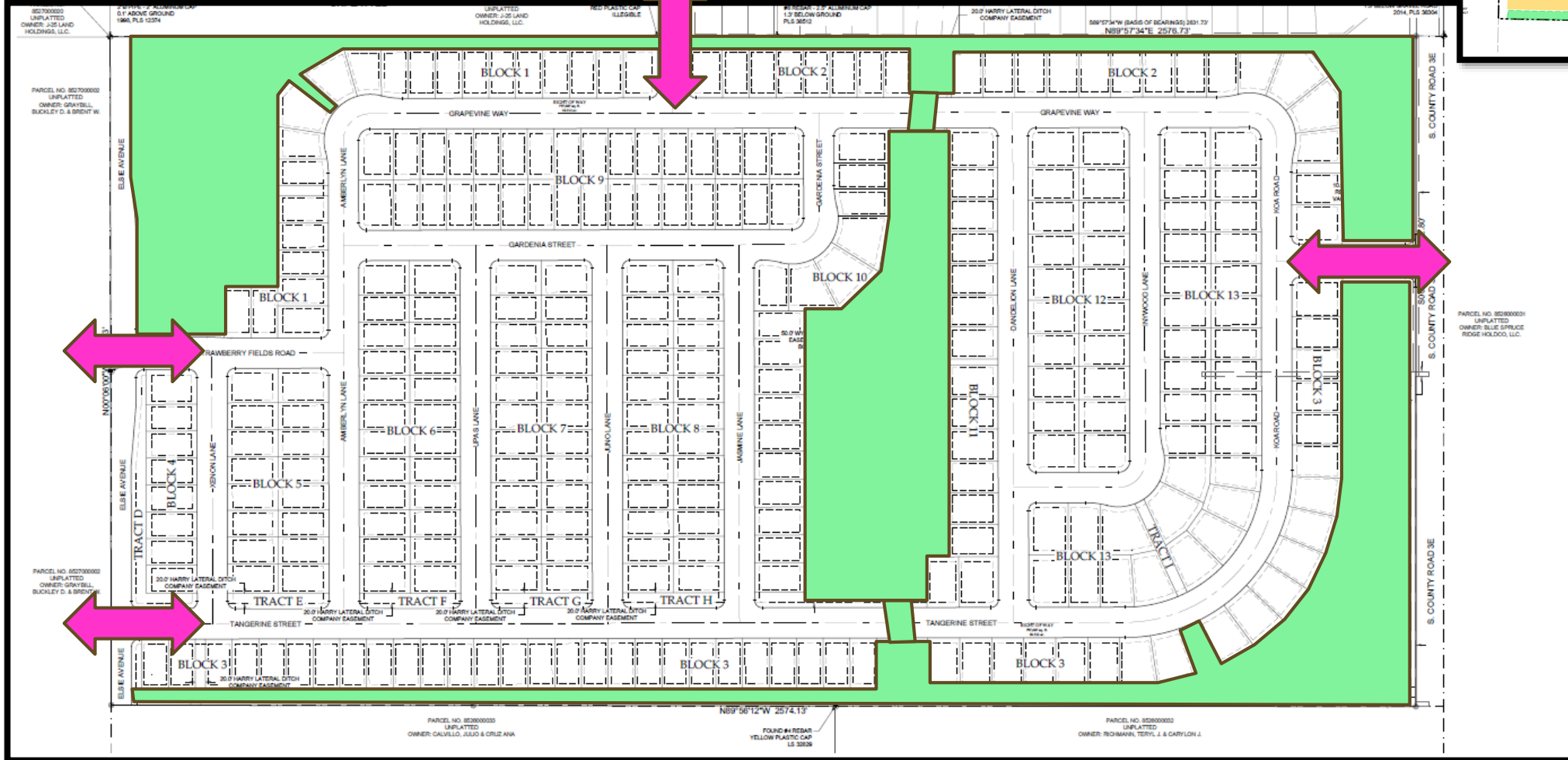


# ZONING – APPROVED BY TOWN COUNCIL 03/25/2022

Item #22.



# FINAL PLAT

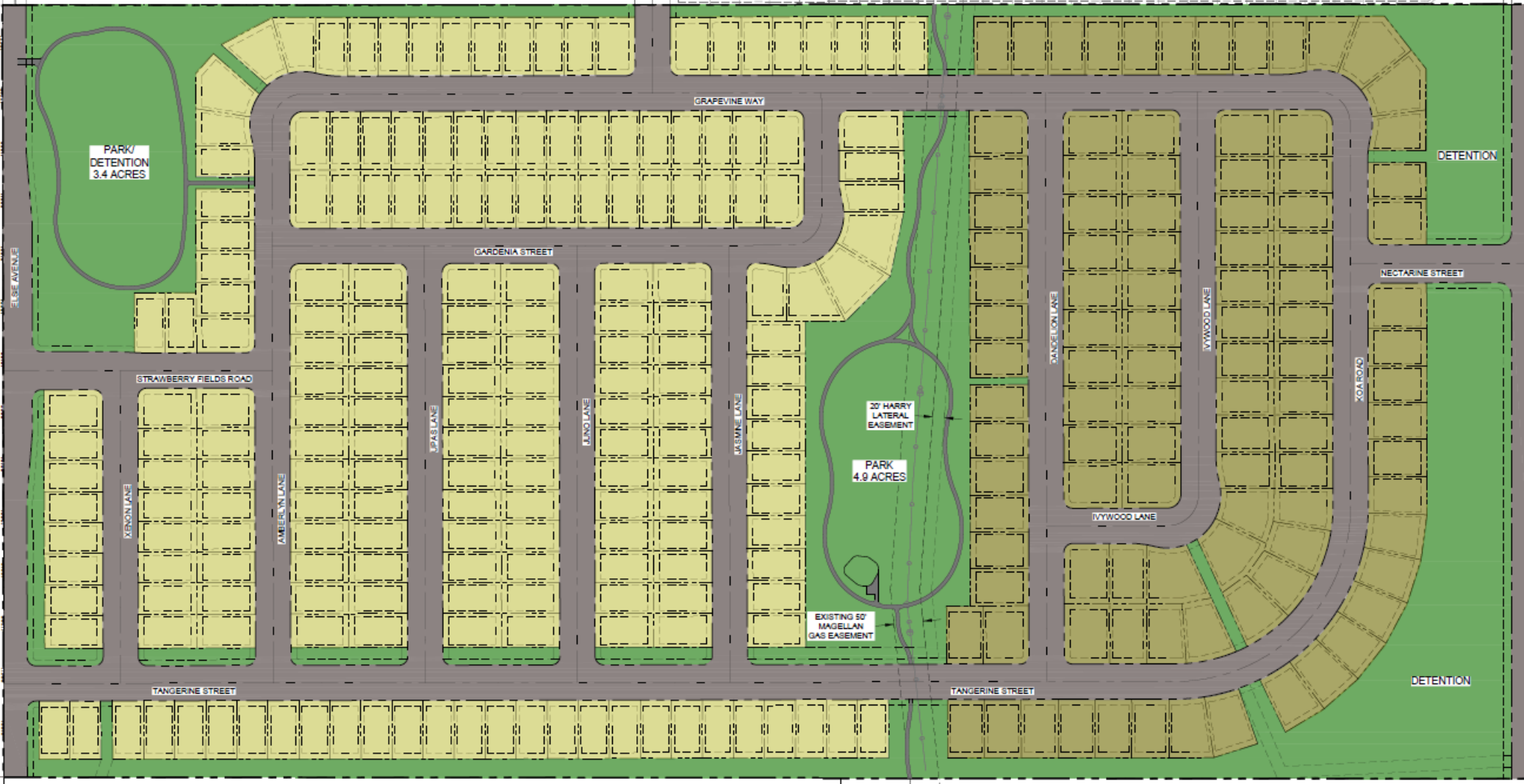




# ILLUSTRATIVE

OWNER: J-25 LAND HOLDINGS LLC

Item #22.



GRAYBILL JOCKLEY SR

OWNER: JAMES

OWNER: CALVILLO JULIO

OWNER: RICHMANN CARYLONTERYL

# RECOMMENDATIONS

## **CASE NO. SUB22-0012 – FINAL PLAT/DEVELOPMENT PLAN**

Based Upon the Content and Findings in the Staff Report, and the Information Provided at this Hearing, I Move to **Approve** the Southridge Final Plat & Development Plan, Case No. SUB22-0012.

## **WATER & SEWER SERVICE AGREEMENT**

I Move to Approve the Water and Sewer Service Agreement for Southridge Subdivision, Case No. SUB22-0012

## **DEVELOPMENT AGREEMENT**

I Move to Approve the Subdivision Development and Improvement Agreement with SR Johnstown Investments, LLC., for the Southridge Subdivision, Case No. SUB22-0012







# Southridge

Final Subdivision and Final Development Plan

Town Council May 6, 2024

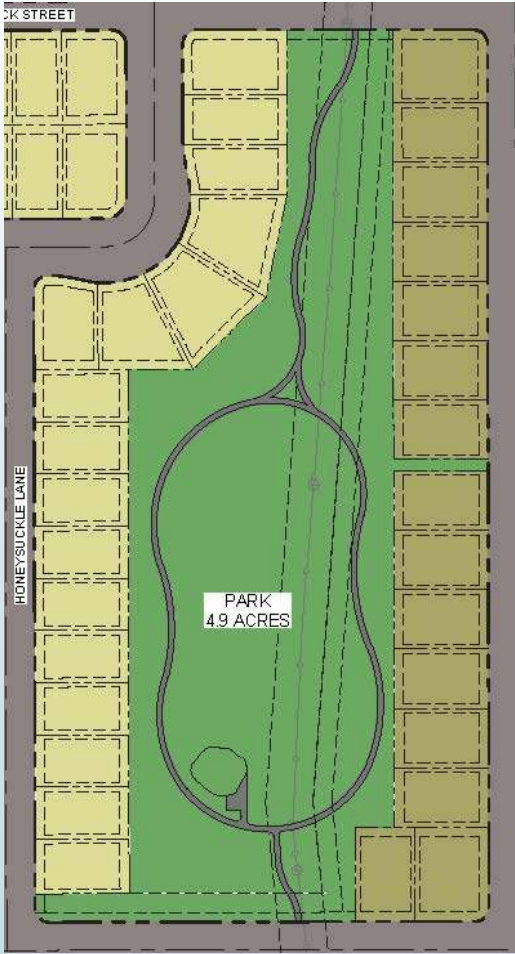




# Overall Subdivision



# Centralized Park Area



- 4.9 Acres Total
- 1.89 Acre Turf Field
- Location for play structures, picnic and grilling areas
- Trail connection through neighborhood North to existing Filing 2 of The Ridge Subdivision and connection South to future Development



# Northwest Park/Detention



- 3.4 Acres Total
- Open space and trails surrounding central detention area
- Trail connection to neighborhood streets. Connection to future development to the West.

# Future Single Family Residential

- ▶ Single Family residential lots at 53' wide and 63' wide
- ▶ Average lot size 5,900 SF
- ▶ Largest lot sizes up to 9,180 SF
- ▶ The diversity of lot sizes allows for a mix of 11 different home styles that meet the needs of first time homebuyers to growing families to retirees
- ▶ New homes values are expected to exceed \$450,000 based on current market conditions
- ▶ Future single family homes will be built over a 2-3 year period



# Utility Connections

- ▶ Water – Connections in CR3e and Bearberry and future connection to future proposed areas
- ▶ Sanitary Sewer – Connection to offsite sanitary sewer completed Fall 2024
- ▶ Stormwater – The western portion of the site will discharge to the northwest with ultimate release into the Big Hollow Gulch, The eastern portion of the site will discharge to the southeast with ultimate discharge to existing drainage
- ▶ Streets – A network of streets will provide transportation options within the subdivision. Connections to the surrounding traffic network will be County Road 3e, Bearberry Lane, and a connection to Frontage Road that will be built in spring/summer of 2024.

# Staff Report Conditions

- ▶ The Subdivision is consistent with the Johnstown Comprehensive Plan.
- ▶ The subdivision is in substantial compliance with the applicable South Ridge PUD Outline Development Plan, Town Codes, Regulations, and Requirements.
- ▶ The proposed subdivision will meet the needs of the community by providing diverse single family housing, is consistent with surround area and is also compatible with adjacent development and surrounding land uses.
- ▶ The neighborhood has been designed to meet the minimum 30% open space approved with the ODP and Town Code.



Thank You

