



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 02, 2020 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Linda Hoffman, County Manager - 2019 - 2020 Larimer County Community Report

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. Minutes - October 19, 2020

3. List of Bills

TOWN MANAGER REPORT

4. Managers Report

TOWN ATTORNEY REPORT

NEW BUSINESS

5. Resolution 2020-33, Findings of Fact and Conclusions for the Podtburg Annexation Nos 1-5

PUBLIC HEARING

6. Ordinance 2020-184, Ordinance Annexing Podtburg Annexation Nos. 1-5
7. Ordinance 2020- 185, Ordinance Approving PUD-MU Zoning and Approving Outline Development Plan for the Podtburg Annexation Nos. 1-5
8. Ordinance 2020-186, Ordinance Approving Podtburg Annexation 1-5 Annexation and Development Agreement

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

The Community That Cares

www.TownofJohnstown.com

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



2019-2020 COMMUNITY REPORT

COMMITTED TO EXCELLENCE



970.498.7000



www.larimer.org



bocc@larimer.org



200 W. Oak St., Fort Collins, CO



LETTER FROM THE COMMISSIONERS

To Our Residents,

We're proud to present our 2019-2020 Community Report. Inside you'll find impressive facts and accomplishments showing many quality services Larimer County provides every day that add value to the lives of all our residents. Adding value to the people we serve is one of our core Guiding Principles. From the 2018 voter-approved Behavioral Health Initiative, we distributed \$1 million in 2019 and \$2.5 million in 2020 to community-based organizations throughout Larimer County to expand equitable access to behavioral health care. In response to COVID-19, to date, we distributed \$115K to groups on the front lines responding to this public health emergency. Our commitment is to identify and implement new and more effective ways to provide services that meet and exceed your expectations. These accomplishments wouldn't be possible without our greatest assets - the dedication and innovation from our employees, and our partnerships with many public and private-sector organizations in Northern Colorado. Together, we all make Larimer County a top place to live, work and raise a family. We welcome your feedback and input anytime! Contact us at bocc@larimer.org, or visit us online at www.larimer.org.



(from left) John Kefalas, District 1; Steve Johnson, District 2; Tom Donnelly, District 3



STAY ENGAGED

LARIMER.ORG/BOCC

- Monthly Informal Commissioner Community Meetings
- Commissioner Open Houses
- Boards and Commissions
- LC101 – Citizen Academy
- Public Meetings
- Email Alert Subscriptions
- LC Connection Monthly Newsletter



LETTER FROM THE COUNTY MANAGER

The 2019-20 Community Report summarizes services delivered by County government to our citizens both within and outside of city and town boundaries. The report is divided into service areas and includes highlights of our recent work as well as data illustrating trends over time. We hope you find it informative, and we encourage your feedback. We enjoy serving the community and strive for improving our performance. Please let us know how we can help.



Linda Hoffmann
County Manager
(970) 498-7004 (direct)
lhoffmann@larimer.org

ELECTED OFFICIALS



Bob Overbeck
Assessor



Angela Myers
Clerk & Recorder



James A.
Wilkerson IV, M.D.
Coroner



Cliff Riedel
District Attorney



Justin Smith
Sheriff



Chad Washburn
Surveyor



Irene Jose
Treasurer

COMMUNITY PLANNING, INFRASTRUCTURE & RESOURCES

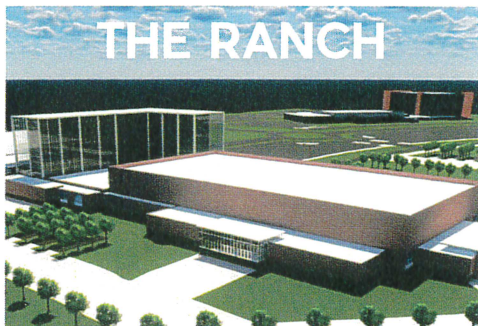
- Building Inspections
- Community Planning and Development
- County Parks, Open Spaces and Trails
- Noxious Weeds and Forestry Services
- Engineering
- Landfill and Solid Waste Management
- Road and Bridge Maintenance and Repair
- Rural Land Use
- The Ranch

2019 AWARDS



In 2019, The North Front Range **Regional Wasteshed Coalition** received awards from the National Recycling Association and Recycle Colorado.

THE RANCH



Concept sketch by Populou

The Ranch Master Plan, completed in 2019, includes objectives for both updates and new facilities.

SOLID WASTE

11,353 Cubic Yards of Green Waste Processed	83,272,000 Pounds of Recycling Collected	170,331 Landfill Visitors
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NATURAL RESOURCES

Restoration work was completed in 2019 to make the Cache la Poudre River and surrounding lands at River Bluffs Open Space more resilient during flooding and ensure a healthy habitat for fish and wildlife.



PUBLIC RECORDS & INFORMATION SERVICES

- Birth and Death Certificates
- Elections and Voter Registration
- Marriage Licenses
- Property Value Assessment
- Property Tax Collection and Distribution
- Public Records
- Vehicle Licensing and Registration

CLERK & RECORDER

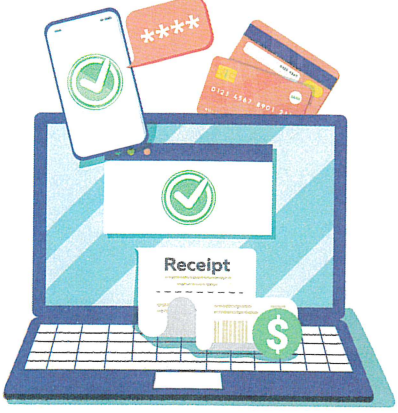
- 84,000** Documents recorded
- 4,300** Passports processed
- 3,000** Passport photos taken



TREASURER

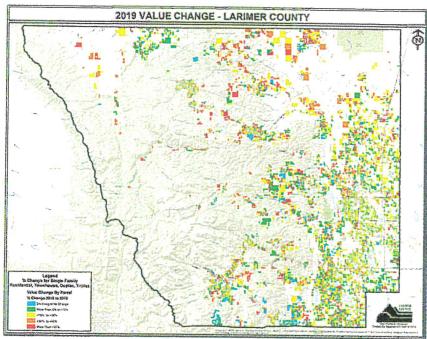
In 2019, Larimer County had 9,061 payments made online or through our automated phone system.

- 8,591** Online Payments
- 470** Phone Payments



ASSESSOR

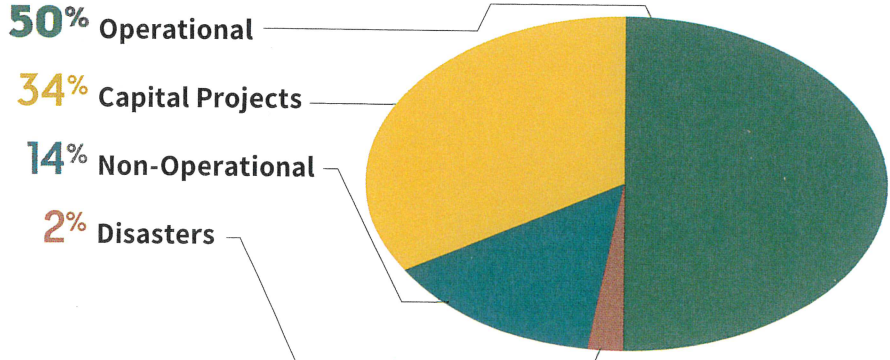
Created a new public HEAT Map to increase transparency for property owners and citizens.



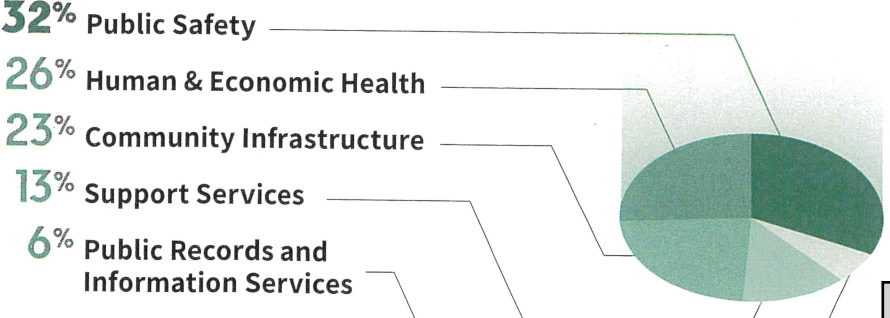
2020 BUDGET SUMMARY

Larimer County is one of two Colorado counties holding the highest credit rating (Aaa) from Moody's Investors Service. The rating indicates how the financial services industry views fiscal health and stability of an organization. Only 97 of 3,143 counties in the nation hold this rating.

Total Budget \$575.8 Million



Operational Budget \$289.6 Million

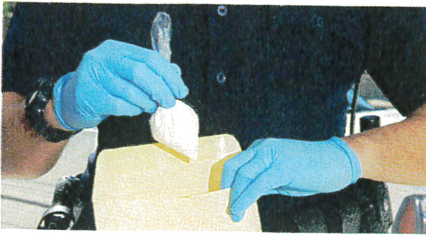


In 2019, Larimer County was awarded the Government Finance Officers Association's Distinguished Budget Presentation Award for meeting the highest principles in budgeting.

STRATEGIC LEADERSHIP & ADMINISTRATIVE SERVICES

- Budgeting & Finance
- Human Resources
- Fleet Services
- Facilities
- Information Technology

SHERIFF'S OFFICE



OPERATION MALVERDE

The Northern Colorado Drug Task Force successfully dismantled a large drug trafficking organization in Sept 2019. Multiple jurisdictions were involved and the operation resulted in the arrest of ten individuals that have been charged with over 120 felonies.

DISTRICT ATTORNEY



- 16** Adult Drug Court Graduates
- 14** DUI Court Graduates
- 12** Wellness Court Graduates

PUBLIC SAFETY SERVICES

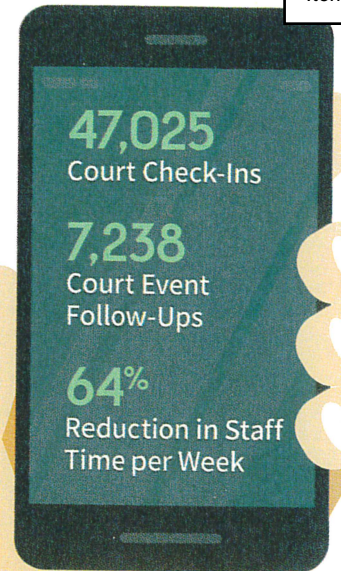
- Alternative Sentencing
- Community Corrections
- Crime Statistics & Reporting
- District Attorney
- Emergency Management
- Investigations
- Coroner
- Jail
- Rural Patrol
- Wildland Fire Management
- Disaster Recovery

NEW PRE-TRIAL MOBILE APP

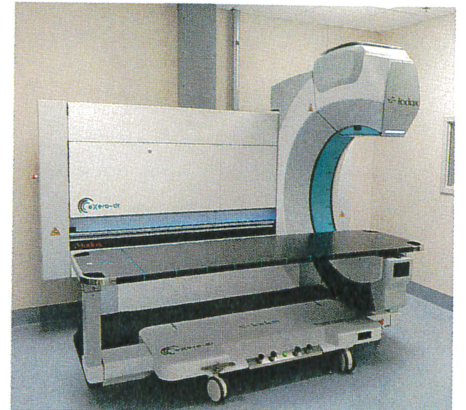
In 2019, The Pretrial Mobile App was created to save time for both County Pretrial Staff and the Defendant. Annually, the app check-in process has saved 1,800 hours for Defendants in transportation time, which is often a barrier to success for this population.



Item #1.



NEW CORONER'S OFFICE OPENS



On April 2, 2019 Larimer County's Coroner's Office moved into its new location in Fort Collins, and for the first time they have a morgue on-site.

EMERGENCY MANAGEMENT



In 2019, Larimer County held a multi-jurisdictional full-scale exercise called UNITE to test emergency services and emergency management processes for a large mass-casualty incident. Over 400 individuals participated, including 100+ volunteers.

HEALTH & ENVIRONMENT

In 2019, the Women, Infants & Children Program served:



Immunization services gave **1,317** Flu shots 

Restaurant inspectors conducted **1,297** inspections 

HUMAN SERVICES



In December 2019, Human Services staff celebrated the 20th anniversary of The HUB Juvenile Assessment Center and the outstanding success of the program which provides resources and interventions for youths.

ECONOMIC & WORKFORCE DEVELOPMENT CENTER



Aiden Lee, a 1st place winner for the Young Entrepreneur Tournament in 2019. He received a \$1,000 prize for his business idea, ShopBox.

THE NATIVE PLANT MASTERS PROGRAM

63 people participated in 3 courses in 2019.

17 people volunteered.

Volunteers taught **2,829** adults and **850** youths.



HUMAN & ECONOMIC HEALTH SERVICES

- Adult Protective Services
- Air Quality Monitoring and Education
- Behavioral Health
- Child Care Assistance
- Child Protection and Foster Care
- Child Support
- Communicable Disease Control
- Economic Development Extension Office
- Food Assistance
- Health Education
- Immunizations
- Medicaid
- Resources for Seniors
- Restaurant Inspections
- Temporary Assistance for Needy Families
- Water Quality Regulation and Inspection
- Workforce Training and Counseling

BEHAVIORAL HEALTH

In the inaugural year, \$1 million was distributed to 29 organizations around Larimer County to enhance and expand awareness and access to affordable behavioral health care. The Behavioral Health Facility is scheduled to open Summer 2022.



Architectural Rendering by Page Southerland, Page, Inc.

VETERAN SERVICES

In 2019 the Veteran's Services Office handled:





Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, October 19, 2020 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

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

ABSENT

Councilmember Jesse Molinar

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney. Brian Phillips, Chief of Police, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director and Jamie Desroiser, Communication Manager.

AGENDA APPROVAL

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

CONSENT AGENDA

Motion made by Councilmember Mellon, Seconded by Councilmember Berg to amend the Consent Agenda to remove Item 4, Resolution 2020-31. Motion carried with a roll call vote.

1. Meeting Minutes - October 5, 2020
2. September 2020 Financials
3. Resolution 2020-30 Resolution Acknowledging Receipt of the Fiscal Year 2021 Preliminary Budget

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NEW BUSINESS

6. Public Hearing for Conditional Use Grant – Smith Residence, 301 W. S. 1st Street (Case #USR20-0002) -Bonnie Smith, property owner, filed an application for a conditional use grant requesting the property be changed back to a single-family residence in the Central Business District. The structure was historically used as a single-family home, however in 2018 it was changed to a commercial use. Resolution 2020-32 approves the Conditional Use Grant.

Mayor Lebsack opened the public hearing at 7:10 p.m. and having no public comment closed the hearing at 7:14 p.m.

Motion made by Councilmember Mellon, Seconded by Councilmember Berg to approve Resolution 2020-32, Resolution Approving a Conditional Use Grant for Property Located at 301 West South First Street Pursuant to Article VII of Chapter 16 of the Johnstown Municipal Code. Motion carried with a roll vote.

7. Public Works Building Roofing Contract Project – This is a request to award a contract to Front Range Roofing for the repair of the roof at the Public Works Building. The roof suffered severe wind damage to the membrane on the roof in June, 2020. Three sections of the roof need to be repaired. The Town requested quotes from 3 vendors as required and only one responded to the request for a bid. Front Range Roofing provided a bid in the amount of \$124,800. This quote is below the projected estimate provided by the town's insurance company. The insurance company will be reimbursing the town for the full amount of the bid.

Motion made by Councilmember Lemasters, Seconded by Councilmember Young to approve awarding a contract to Front Range Roofing with a pending and corresponding budget amendment to be provided by Staff prior to the close of fiscal year 2020. Motion carried with a roll call vote.

8. Intergovernmental Agreement Concerning Water Services between the Town of Johnstown and LTWD - This IGA is between the Town of Johnstown and Little Thompson Water District to transfer 5 water services to the Town's ownership. Colorado Department of Transportation is making improvements to I-25 and Highway 60 along the frontage road, and to control costs related to this project, Little Thompson Water District has requested the Town assume the water service for the 5 properties. As part of this agreement, the Town will receive 3 units of CBT water from Little Thompson Water District.

Motion made by Councilmember Mellon, Seconded by Councilmember Berg to approve the Intergovernmental Agreement concerning water services between the Town of Johnstown and Little Thompson Water District as presented. Motion carried with a roll call vote.

9. Intergovernmental Agreement for COVID-19 Test Funding in Larimer County – This IGA is between the Town of Johnstown and Larimer County to support COVID-19 testing through the end of the year. Larimer County entered into an agreement with Colorado State University to provide testing

October 19, 2020

Page 3

services for County collected samples. Larimer County has made a request to all municipalities in Larimer County to support this initiative by providing a portion of their CARES Act allocation towards the cost. The Town's allocated portion of CARES Act funds is \$79,913 and their proportionate cost for the testing is \$2,574.

Motion made by Councilmember Berg, Seconded by Councilmember Lemasters to approve the Intergovernmental Agreement for COVID-19 test funding between the Town of Johnstown and Larimer County. Motion carried with a roll call vote.

10. Request to Support Local Food Pantries – The Town of Johnstown received funding from the State of Colorado as part of the CARES Act. There are three food pantries in the community that are the primary distributors to Johnstown families. Donating funds to these pantries would be an eligible expense under the CARES Act and it would provide significant benefits to families in need.

Motion made by Councilmember Young, Seconded by Councilmember Berg to approve financial support to the local food pantries in the community with an allocation of \$5,000 for each pantry, totaling \$15,000. Motion carried with a roll call vote.

ADJOURN The meeting adjourned at 7:57 p.m.

Mayor

Town Clerk

Town of Johnstown
List of Bills - September 28, 2020 - October 23, 2020

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Substation lease	PD	1,519.75
A & E Tire Inc	Auto supplies	PD/PW	2,284.23
Ace Hardware	Supplies	PW	1,408.58
Adamson Police Products	Uniforms	PD	271.80
Advanced Mechanical Services, Inc	Pump adjustments	PW	5,270.00
Alexander D. Frchetti	Dye lagoon for testing & video	PW	1,000.00
All Copy Products, Inc	Copier repairs	ADM	359.32
American Cyber Security Management	IT vulnerability assessment	ADM	15,000.00
American West Land Surveying Co	Survey for columbarium	PW	750.00
AP Mountain States, LLC	Recreation Center	YMCA	1,657,528.14
Arrowhead Scientific Inc.	Lab supplies	PD	108.90
Artcraft Sign Company	Refund use tax	ADM	1,542.62
Av-tech Electronics, Inc	Vehicle lights	ADM	995.33
Barnett, Ronald	Test reimbursement	PW	150.00
Batteries Plus	Batteries	PW	46.90
BHA Design Incorporated	I-25 Project	PW	5,805.00
Blue Mountain Storage	Deposit reimbursement	ADM	3,936.84
Bobcat of the Rockies	Equipment repair	PW	562.56
BPS Tactical, Inc.	Uniforms	PD	1,027.00
Brandon Copeland	Recording council meetings	ADM	525.68
Brenner Builders LLC	ADA ramp on Parish	PW	8,400.00
Browns Hill Engineering & Controls	Pump relocation & scada	PW	4,332.30
Card Services	Supplies/training/misc fees	ALL	6,242.95
Caselle, Inc	Software support	ADM	1,552.00
CDW Government	Car computer upgrades	PD	16,073.13
Central Square Technologies, LLC	Trakit - software	ADM	1,530.80
Central Weld County Water District	Water purchase	PW	586.00
CenturyLink	Alarms	PW	245.71
Cintas	Mat service	PW	288.73
Cirsa	Insurance	ADM	60,048.02
Clyde Hemberger	Reimbursement	PW	935.00
Colorado Analytical Labs	Lab testing	PW	440.00
Colorado Greenbelt Management	Grounds maintenance	PW	1,375.00
Connell Resources, Inc.	CmaR work, hydrant deposit refund	PW	5,125.00
Contech Engineered Solutions, LLC	Water supply	PW	82.80
Core & Main	Hydrant meters	PW	7,506.75
Coren Printing, Inc	Supplies	PD	152.00
Coulson Excavating Co Inc	Asphalt repairs	PW	783.44
Dana Kepner Co.	Service line supplies	PW	1,355.43
Denver Industrial Sales & Services Co	Pot hole mix	PW	1,440.22
DPC Industries Inc	Chemicals	PW	26,485.68
Dudley, Brandon	Training reimbursement	PD	476.00
E-470 Public Highway Authority	Travel	PD	8.95
Entenmann-Rovin Co.	Supplies	PD	310.00
Envirotech Services, Inc	Ice slicer	PW	4,701.88
Faris Machinery Co.	New sweeper & parts	PW	249,439.00
Felsburg Holt & Ullevig Inc	Bill Back - Engineering services	ADM	2,847.50
Felsburg Holt & Ullevig Inc	Engineering services	ADM	170.00
First Class Security Systems	Fire system monitoring	ADM	128.80
Frontier Business Products	Copier & shredder purchase	ADM	8,632.00
Gamez, Shirley Newsom	Mileage	ADM	65.00
Glenn A. Jones Library	Monthly support	LIB	85,221.66
Global Equipment Company Inc	Supplies	PD	855.71
GMCO Corporation	Chemicals - dust control	PW	4,851.00

Town of Johnstown
List of Bills - September 28, 2020 - October 23, 2020

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
Grace Community Church	Food pantry support	ADM	5,000.00
Grainger, Inc.	Supplies	PW	63.30
Greeley Lock and Key	Senior Center door repair	PW	4,855.98
Greeley Monument Works Inc	Columbarium	PW	11,043.90
Green Valley Turf Co	Sod	PW	46.20
Ground Engineering Consultants, Inc.	Testing	PW	527.50
H & E Equipment Services, Inc.	Recreation Center lift rental	YMCA	486.99
Hach Company	CL2 tester, testing reagents	PW	6,293.52
Helton & Williamsen, P.C.	Bill Back - Engineering services	ADM	5,893.75
Heritage Window Restoration LLC	Window replacement	ADM	5,995.00
Herrera, Saul	Certification application reimbursement	PW	150.00
Hill & Robbins, PC	Bill backs - Legal services	ADM	1,504.00
Hill & Robbins, PC	Legal services	ADM	62.46
IMEG Corp	Bill Back - Engineering services	ADM	7,185.00
Infosend, Inc.	Utility bill printing	PW	2,658.26
Insight North America, LLC	Investment services	ADM	3,029.38
J&D Creations	Supplies	ADM	332.89
John Deere Financial	Parts for equipment	PW	304.92
Johnstown Breeze	Publications	ADM	1,202.04
Johnstown Downtown Dev. Assn.	Economic development	ADM	7,450.00
J-U-B Engineers, Inc.	South tank design	PW	77,927.63
Kelly Supply Co	Repair supplies	PW	170.14
Larimer County Sales Tax Administrator	Use tax - reimbursement	ADM	4,305.09
Larimer Humane Society	Animal control	PD	990.00
Law Office of Avi Rocklin LLC	Bill backs - Legal services	ADM	12,693.75
Law Office of Avi Rocklin LLC	Legal services	ADM	943.50
Lawn Police Lawn & Landscape	Weed mowing	PD	655.00
Lazar, Michael	Municipal Court Judge	ADM	1,610.00
Legacy Mechanical, Inc.	Boiler inspection	PW	650.00
LockTech	Replacement key	PW	44.97
Logan Simpson	Comp plan services	ADM	2,057.53
Loveland Barricade LLC	Street marking	PW	13,354.20
Lowe's	Tools	PW	56.02
Mac Equipment, Inc	Supplies	PW	683.94
Mares Auto Inc.	Vehicle maintenance	PD/PW	279.98
McDonald Farms Enterprises Inc	Grease removal	PW	1,500.00
Milliken Johnstown Electric	Electrical work	PW	2,628.41
Milliken Presbyterian Church	Food pantry support	ADM	5,000.00
Mountain States Pipe & Supply	Meter upgrade & parts	PW	6,926.61
Mountain West Landscape&Veg. Mgmt.	Weed control	PW	1,105.00
Municipal Treatment Equipment Inc.	Poly chem feeder	PW	15,000.00
Napa Auto Parts, Inc	Vehicle repair	PD/PW	1,672.67
Office Depot Business Credit	Office supplies	ALL	587.96
Oldcastle Infrastructure	Lagoon supplies	PW	80.00
Otak	Trail design	PW	2,992.50
Petty Cash	Supplies	ALL	414.93
Pitney Bowes Global	Postage meter lease	PD/ADM	98.55
Poudre Valley REA	Utilities	PW	12,819.89
ProCode Inc.	Building inspection services	PW	12,750.00
Purchase Power	Postage meter	PD/ADM	453.00
Ramey Environmental Compliance Inc.	Contract services/pump install	PW	14,731.96
Rhinehart Oil Co., Inc.	Fuel	ALL	6,721.52
RockSol Consulting Group Inc.	Professional services	ADM	1,836.25
Royal-T	Sewer cleaning	PW	438.00

Town of Johnstown
List of Bills - September 28, 2020 - October 23, 2020

Item #3.

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
Sam's Club MC/SYNCB	Supplies	ALL	692.32
Security Central, Inc	Alarm monitoring	PW	219.00
St. John the Baptist Catholic Church	Food pantry support	ADM	5,000.00
Stericycle, Inc	Lab supplies	PD	115.00
Stifel, Nicolaus & Company, Inc	Johnstown Farms - billbacks	ADM	5,000.00
Super Vacuum Manufacturing Co, Inc	Replace graphics	PD	2,343.00
Tait & Associates, Inc.	I-25 water design	PW	32,163.80
TDS	Telephone/modem	ALL	2,318.62
Teledyne Instruments, Inc.	Sampling needed for CDPHE	PW	4,536.00
The Tree Farm	Trees for CR50 project	PW	584.91
The Tree Guys LLC	Tree trimming	PW	3,600.00
TimberLAN	Telework hardware	ADM	31,192.00
T-Mobile	Camera aircard	PD	32.56
Town & Country Fence Co.	Gate electronic install	PW	5,806.00
TruGreen Chemlawn	Lawn service/chemicals	PW	2,136.75
Twin Silos, LLC	Reimbursement agreement	ADM	4,000.00
UC Health	DUI screenings	PD	903.54
United Power, Inc	Street lights	PW	798.60
USA Bluebook	Chemical supplies	PW	4,119.44
Utility Notification Center	Locates	PW	709.24
Utility Refunds	Utility refund	ADM	2,673.75
Veris Environmental, LLC	Sludge removal	PW	1,205.61
Verizon Wireless	Cell phones	PD/PW	3,008.73
Wagner Equipment Co.	Generator repairs / service	PW	2,645.74
Waste Management	Trash services	PW	61,423.21
Weld County	Town/County Dinner	ADM	20.00
Weld County Dept of Public	Lab services	PW	2,994.50
Weld County Public Safety IT	Radio maintenance	PD	310.00
Windstream	Telephone/internet	ALL	1,118.00
WR Investment, LLC	Reimbursement agreement	ADM	18,400.00
Xcel Energy	Street lights & utilities	PW	67,000.16
Yost Cleaning	Monthly cleaning service	ALL	2,804.00
			2,740,919.68



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 2, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 11/09/2020 – Work Session
 - 11/16/2020 – Regular Town Council Meeting
 - 12/07/2020 – Regular Town Council Meeting
 - 12/21/2020 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Caselle Training* – Last week the Caselle conference was held virtually, allowing our staff to attend valuable trainings without having to be out the office. Several sessions were attended.
- *New Town Website* – The new TownofJohnstown.com website (soon to be johnstownco.gov) will be launching on November 16. The new website will provide residents with easier to access information both on desktop and mobile, as well as greater security, and will provide the Town more opportunity to develop online services in the future.
- *Johnstownco.gov Domain* – johnstownco.gov domain has been purchased by the Town and the Communications Office plans on having Town emails and website connected to the new domain by the end of the year. The new domain will allow the Town to be more

The Community That Cares

www.TownofJohnstown.com

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recognizable as official government information. There is an upcoming social media plan regarding “Why .GOV?” to come prior to the switch.

- *Liquor Licenses* – Mod Pizza, J & M Post Veterans Club and Lux Nailbar renewal licenses have been submitted to the State for approval.
- *Comprehensive Plan* – Staff is gearing up to provide a Discussion Draft of the Comp Plan for public review in mid-November, with a series of dates to include a public Open House, Final Draft release, and Public Hearings in December and January.
- *Planning & Zoning Commission* – The commission currently has two openings from recent resignations. Staff will be promoting this opportunity to participate in helping Johnstown make decisions and recommendations to Council on future development and growth. Please forward any interested parties to the Town website for an application.
- *Floodplain Management Training* – The Planning Director attended a remote “Floodplain 101” training taught by floodplain managers, the Colorado Water Conservation Board, and FEMA, as an element required to ultimately test for the Certified Floodplain Manager (CFM®) designation.
- *Johnstown Housing Authority* – Town Staff and JHA staff met to discuss the possible loan for the JHA mortgage on the property. After meeting with USDA on the terms of the current note, JHA will be meeting as a Board in November and will consider a final decision regarding their future direction and if or not that includes a loan from the Town.
- *Economic Development Coordinator* – Interviews were conducted last week for the position. We hope to make a decision soon.
- *November 9 Work Session* – A work session is planned for November 9. The topics will include an overview Chapter 13, Chapter 2, and possibly the cemetery ordinance in Chapter 11. These sections of the Johnstown Municipal Code have all been rewritten to meet the current conditions and time. Also discussed will be the Town Fee Schedule and the benefits of this format which includes transparency and accessibility for all.

Police Department

Training

- *Field Training Program* – Officers’ Wild and Morgan completed their 16 weeks of Field Training and have been released for solo patrol.

Public Works Department

Streets, Stormwater, & Parks

- *Cemetery* – The concrete pad that was poured by the contractor was done incorrectly. It has since been repoured. The columbarium will be reset on October 30 and the landscaping will be completed. We are discussing a brick sidewalk that will allow residents to purchase a brick to be engraved with their family name. from brick sale will support maintenance and care of the Cemetery.
- *Snow* – Winter came early with a large snow storm Sunday, October 25 with Johnstown receiving 6-8 inches of snow. Road crews began plowing snow Sunday morning with plow operations going well into the day on Monday, October 26.

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- *Hydrant Flushing* - Crews managed to flush hydrants along the western side of Town from the Corbet Glen subdivision to Gateway Center. Clearview was started, but with the early snow, operations have ceased for the year. The remaining hydrants will be completed in Spring 2021. Approximately 747,510 gallons were flushed. A number of fire hydrants were found not operational and crews will be concentrating on getting them repaired ASAP.
- *Parks* – Final mowing and cleanup of parks will continue once all snow has melted. Disinfecting of playgrounds, benches, and tables will continue into the winter. Replacement of the trickle channel in Aragon Park has been postponed due to the snow. We are hoping to pour the east side of channel before frost enters the ground.
- *Streets* – Grading of County Roads 42, 44, 46, 3 and 20C were completed. Final striping of River Ranch Parkway was completed which ends the slurry and striping contract for the year. A new ADA ramp was installed with signs at Parish and Herrera. This last ramp satisfies pedestrian needs on both east and west side of Parish. To date, staff have replaced 126 street signs this year. New signs are all highly reflective for better night visibility.
- *Lone tree* – Pump replacement at the Lone Tree Pump Station continues. The project is expected to be completed the week of November 2.
- *Water Flows* – Thankfully, our daily flows have dropped considerably. We are averaging 1.8 million gallons per day. This is a large difference from 3 weeks ago, when we were averaging 3 to 4 million gallons per day.
- *Police Generator* – The new generator was installed at the Police Department. This generator replaces the one that caught fire in late summer.
- *Low Point Expansion* – Staff met with Aqua Engineering on the October 23 to discuss treatment options for the expansion of Low Point WWTP. They proposed three options; 1. Expanding our Current SBR (Sequencing Batch Reactor), 2. An MBR (Membrane Bio-Reactor) 3. An aerated granular sludge treatment. Staff is leaning towards an MBR as it will give the Town the best effluent quality and prepares us for future regulation upgrades. We are hoping to make a final decision soon.
- *Sewer Pipeline Project* – The CMaR project design is about 90% complete with documentation for State approval being sent out for review shortly. We are scheduled to present to NFRWQPA in December to hopefully receive their approval. Construction for the gravity portion of the line should begin in early 2021 with the force main and lift stations starting in early spring after CDPHE approval.
- *Water Tower Project* – Staff along with contractor J-U-B is close to a final alignment for the new water tower project. We will be meeting with the property owner to get easements needed for new alignment.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 2, 2020
SUBJECT: Resolution 2020-33 regarding Findings of Fact and Conclusions for the Podtburg Annexation Nos 1-5 (Case #ANX20-0001)
ACTION PROPOSED: Consider Resolution 2020-33
ATTACHMENTS: 1. Resolution 2020-33
PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

A petition and annexation application was received by the Town in February 2020, and has been reviewed for completeness and eligibility per C.R.S. 31-12-104 and 105, and has been found by Town Staff and the Town Attorney to be eligible for annexation.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2020-33 Finding and Concluding eligibility of the proposed Podtburg Annexation Nos. 1-5.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Resolution 2020-33 containing Findings of Fact and Conclusions based thereon with respect to the Podtburg Annexation Nos. 1-5.

For Denial

I move that the Town Council deny Resolution 2020-33 containing Findings of Fact and Conclusions based thereon with respect to the Podtburg Annexation Nos. 1-5.

Reviewed and Approved for Presentation,

Town Manager

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TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2020-33

**FINDINGS OF FACT AND CONCLUSIONS BASED THEREON
WITH RESPECT TO THE PODTBURG ANNEXATION NOS. 1-5**

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

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

WHEREAS, on or about February 28, 2020, the Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership, and Mary M. Knutson, an individual, submitted Petition for Annexation Nos. 1-5 (“Petition for Annexation”) with the Town for annexation of property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, and known as “The Podtburg Annexation Nos. 1-5;” and

WHEREAS, subsequent to the submission, the Podtburg Dairy Limited Partnership, LLLP purchased the real property owned by Mary M. Knutson that is the subject of the Petition for Annexation; and

WHEREAS, on September 21, 2020, by Resolution No. 2020-27, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on November 2, 2020, 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 Podtburg Annexation Nos. 1-5.

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 Podtburg Annexation Nos. 1-5.

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. Contiguity is to be established by the annexation of five parcels in a series.
 - 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 owners to annex, 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 land owners of the area proposed for annexation plan to convert the land to PUD mixed use development 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 extend water service to the area proposed to be annexed and deliver water based on the same standards serving other citizens of the Town. Sewer service to the area shall be provided by the Town of Berthoud pursuant to the Intergovernmental Agreement between the Statutory Municipalities of Berthoud and Johnstown Concerning Wastewater Treatment Facility and Service within Berthoud's 208 Service Area dated July 28, 2005. 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 this hearing has been given as required by C.R.S. § 31-12-108.
- 6. An Annexation Impact Report was submitted to the Weld 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 The Podtburg Annexation Nos. 1-5 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 ___ day of _____, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	November 2, 2020
SUBJECT:	Ordinance 2020-184 regarding the Podtburg Annexation Nos 1-5 (Case #ANX20-0001)
ACTION PROPOSED:	Hold Public Hearing and Consider Ordinance 2020-184 on First Reading - Annexing certain unincorporated lands located in Weld County, known as the Podtburg Annexation Nos. 1-5, containing approximately 462.35 acres
ATTACHMENTS:	1 – Ordinance 2020-184 2 – Petition 3 – Vicinity Map 4 – Annexation Nos 1-5 Maps 5 – PZC Agenda Memorandum – Annexation and Zoning
PRESENTED BY:	Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Planning & Zoning Commission (PZC) held a public hearing on October 14, 2020, to consider the Podtburg Annexation Nos 1-5, a serial annexation of approximately 462.35 acres, extending south from CR 46 and Colorado Blvd (CR 13), encompassing the CR 13 right-of-way, to CR 44 where the bulk of the proposed annexed lands sit to the north and south of CR 44, and west of CR 13. (See Attachment 3) The only public comment was received by Staff via phone from an adjacent land owner with no objections; no public appeared at the hearing. Based upon the materials submitted, analysis, and findings, the PZC approved a motion (4-0) to recommend to Town Council approval of the annexation request.

This proposed annexation is presented as a series of five annexations, each meeting the eligibility and contiguity requirements of CRS 31-104 and 105, based upon the prior annexation map in the series, and totaling 462.35 acres. (See Attachment 4)

The Planning & Zoning Commission Agenda Memorandum attached (See Attachment 5) provides background and historical use of the property. The property is currently utilized primarily as the Podtburg Dairy Farm. The memo also describes notification and a remote Neighborhood Meeting held on September 29, 2020.

This petition and application for annexation is accompanied by companion requests for zoning to PUD-MU (Planned Unit Development – Mixed Use) for a mix of residential densities, a golf course, and small pockets of commercial; as well as an Annexation and Development Agreement.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

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FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2020-184 Annexing the 462.35-acre Podtburg Annexation Nos. 1-5. on First Reading.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Ordinance 2020-184 Annexing 462.35-acres known as the Podtburg Annexation Nos. 1-5. on First Reading.

For Denial

I move that the Town Council deny Ordinance 2020-184 regarding Annexation of the 462.35-acres known as the Podtburg Annexation Nos. 1-5.

Reviewed and Approved for Presentation,

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-184**

**ORDINANCE ANNEXING CERTAIN UNINCORPORATED LANDS
LOCATED IN THE WEST HALF OF SECTION 18, THE WEST HALF OF
SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION
13, SECTION 24, AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4
NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE
OF COLORADO, KNOWN AS THE PODTBURG ANNEXATION NOS. 1-
5, AND CONTAINING APPROXIMATELY 462.35 ACRES**

WHEREAS, by Resolution No. 2020-27, the Town Council of the Town of Johnstown, Colorado found a petition for annexation of certain property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, known as “The Podtburg Annexation Nos. 1-5,” being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, 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 November 2, 2020, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, based on the evidence presented at the public hearing, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, an election is not required and 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 West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, being more particularly described on Exhibit A be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. The annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2021.

Section 3. Not earlier than forty (40) days of the effective date of this Ordinance, but promptly thereafter, 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 for recording three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PETITION FOR ANNEXATION**To the Town of Johnstown**

(Weld County)

PODTBURG ANNEXATION PETITION #1-#5

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference, located in the County of Weld and State of Colorado, and to be known as the Podtburg Annexation #1-#5 to the Town of Johnstown. In support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the territory described on Exhibit A be annexed to the Town of Johnstown, Colorado.
- (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 31-12-105.5, CRS, as amended, is required.
- (10) The area proposed to be annexed is located within Weld County, Weld County School District RE-5J, Northern Colorado Water Conservancy District, Little Thompson Water

- (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.
 - (f) A proposed drainage plan and a proposed utilities plan.
- (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) Petitioner has filed this Petition subject to the following conditions:
 - (1) Concurrently with its approval of annexation of the Property, the Town Board:
 - (a) approves zoning of the Property which is substantially consistent with the Zoning Application; and
 - (b) approves and authorizes execution of the Annexation

(2) Petitioner hereby reserves the sole, exclusive and unilateral right to withdraw this Petition if there is a legal challenge to an ordinance approving annexation of the Property, the Annexation and Development Agreement, or zoning of the Property by so notifying the Town Clerk in writing at any point prior to the later to occur of: (a) forty (40) days after the latest effective date of the final ordinance(s) approving annexation of the Property, the Annexation and Development Agreement, or zoning of the Property as requested pursuant to the Zoning Application; or (b) any later date contemplated in such Annexation and Development Agreement.

(3) Prior to expiration of the period described in the foregoing subparagraph (2) without Petitioner having withdrawn the Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section -113(2)(b) of the Annexation Act.

(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. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Section -107(1)(g) of the Annexation Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

(15) Petitioner represents that: (Check one)

X No part of the property to be annexed is included within any site specific development plan approved by Weld County, Colorado.

 A site-specific development plan has been approved by Weld County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required \$ 0.00 for publication costs.

(Signature pages are attached.)

EXECUTED this 28 day of FEB, 2020

PODTBURG DAIRY LIMITED PARTNERSHIP, LLLP,
a Colorado limited liability limited partnership

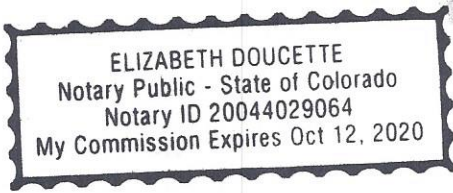
By: 
Name: GREG PODTBURG
Its: OWNER

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 28 day of FEB, 2020,

by GREG PODTUTG, as OWNER of Podtbutg Dairy Limited Partnership, a Colorado limited liability limited partnership.

Witness my hand and official seal.



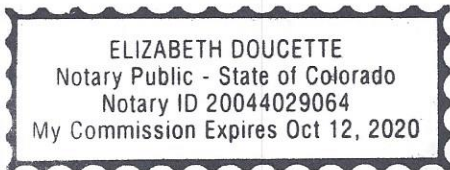
Notary Public *Elizabeth Doucette*
My Commission Expires: 10/12/2020

By: *Randall Knutson*
Randall Knutson, as duly authorized attorney-in-fact for Mary M. Knutson

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 28 day of February 2020, by Randall Knutson, as attorney-in-fact for Mary M. Knutson.

Witness my hand and official seal.



Notary Public *Elizabeth Doucette*
My Commission Expires: 10/12/2020

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

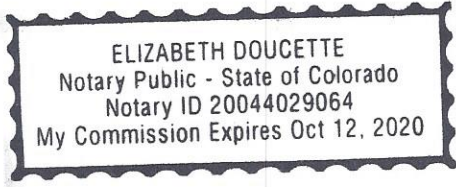
That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of 9 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator
Greg Podtutg

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 28
day of February, 2020, by Rick Podtburg.

Witness my hand and official seal.



Notary Public *Elizabeth Doucette*
My Commission Expires: 10/12/2020

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING.**

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;
THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING.**

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way

line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING.**

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;

THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;

THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;

THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (±).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;

THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING**.

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Westerly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;
THENCE South 00° 02' 29" East a distance of 2648.03 feet;
THENCE South 00° 06' 39" West a distance of 1324.43 feet;
THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1
THENCE North 89° 44' 34" West a distance of 152.81 feet;
THENCE South 88° 54' 36" West a distance of 68.31 feet;
THENCE South 88° 58' 33" West a distance of 351.36 feet;
THENCE South 88° 41' 39" West a distance of 225.35 feet;
THENCE South 89° 11' 58" West a distance of 121.90 feet;
THENCE South 89° 47' 15" West a distance of 155.18 feet;
THENCE South 89° 38' 59" West a distance of 451.60 feet;
THENCE South 89° 26' 24" West a distance of 423.45 feet;
THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;
THENCE South 89° 56' 54" West a distance of 20.00 feet;
THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;
THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;
THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the East line of the Southeast Quarter of said Section 13;

THENCE North 00° 02' 05" West along said East line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet;
THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet;
THENCE North 54° 51' 44" East a distance of 181.87 feet;
THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet;
THENCE South 58° 46' 59" East a distance of 133.41 feet;
THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet;
THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet;
THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a

Radius of 800.39 feet, A Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet;
THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet;
THENCE South 38° 16' 02" East a distance of 117.93 feet;
THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet;
THENCE South 52° 47' 41" East a distance of 176.69 feet;
THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet;
THENCE South 86° 27' 04" East a distance of 88.57 feet;
THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has a Radius of 937.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet;
THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet;
THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;
THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;
THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 1867.83 feet;
THENCE South 00° 36' 41" East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (±).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13;
THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING**.

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.

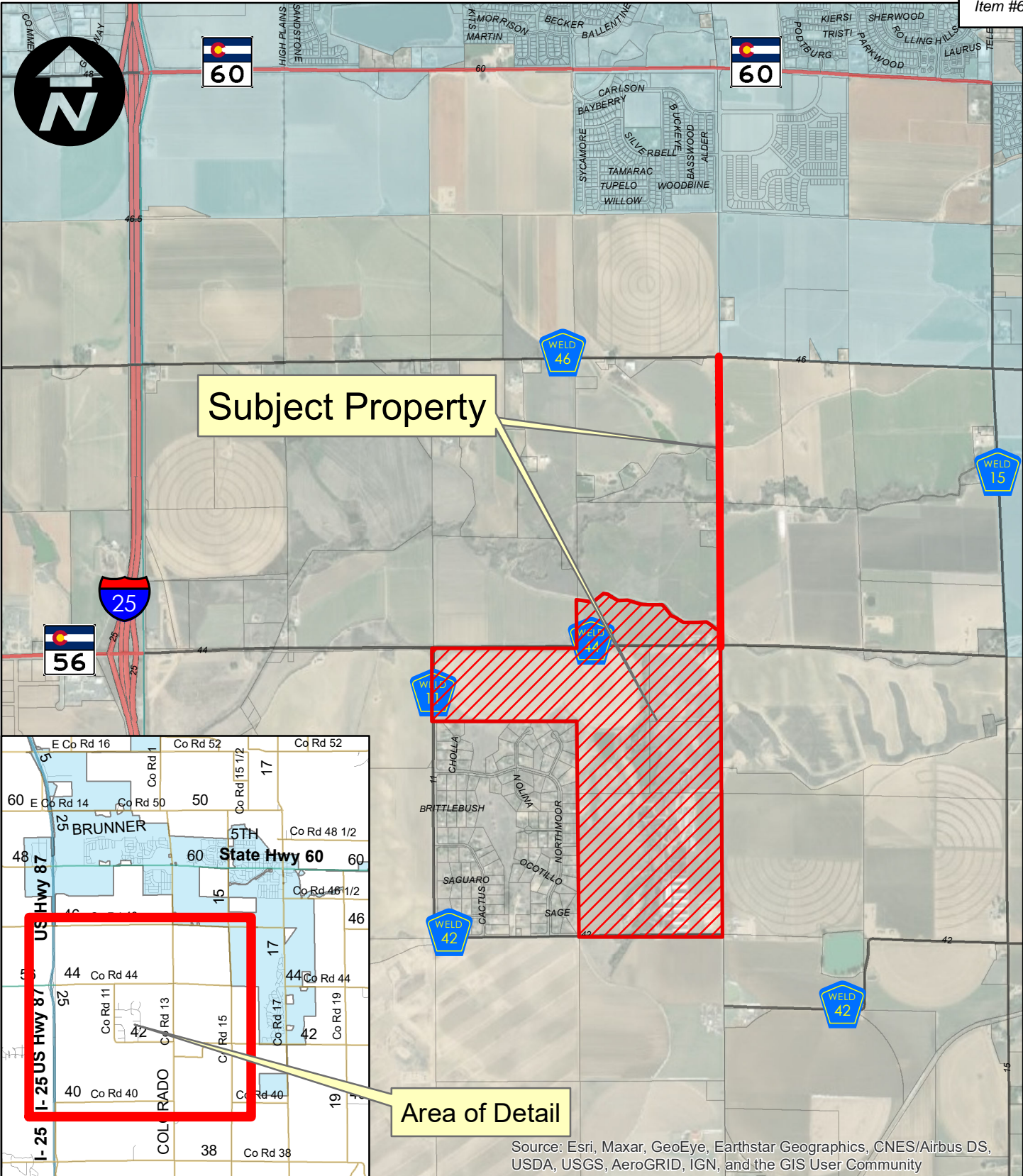
THENCE South 00° 06' 39" West a distance of 1324.80 feet;
THENCE South 00° 06' 37" West a distance of 2649.04 feet;
THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;
THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;
THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;
THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;
THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;
THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;
THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

ATTACHMENT 2 Item #6.

{00802396.DOCX / 1 }

- 5 -



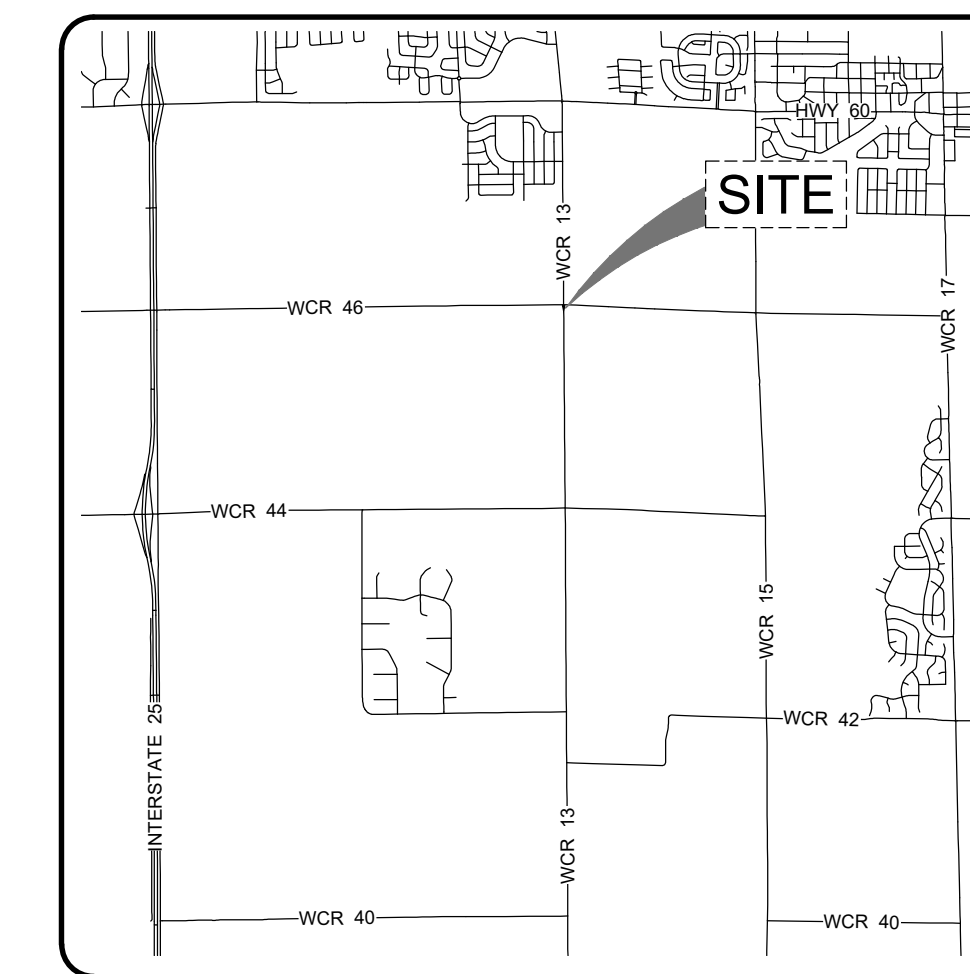
ANX20-0001
Podtburg Annexation
T4N R67W Sections 24 & 13



PODTBURG ANNEXATIONS #1, #2, #3, #4, & #5

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING PORTIONS OF THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 5000'

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: 13, 18, 19, 24, 25, 30
TOWNSHIP: 4 N
RANGE: 67 W & 68 W (6th PM)

NORTHERN ENGINEERING
970.221.4198
970.221.4198
Greeley, CO 80631
northernengineering.com

PROJECT: 1859-001	DATE: 09/26/2019	SCALE: 1" = 30'	REVIEWED BY: S. Lund
CLIENT:			
DRAWN BY: A. Lund			

PODTBURG ANNEXATION #1
S18,19,30-T4N-R67W & S13,24,25-T4N-R68W
WELD COUNTY, STATE OF COLORADO

Sheet
1
Of 7 Sheets

DESCRIPTION: PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING.**

THENCE South 87°11'22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 11°32'58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 11°30'44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;

THENCE North 89°54'46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be annexed under the name of PODTBURG ANNEXATION #1 to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

OWNER _____ OWNER _____

STATE OF COLORADO)
) SS

COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires: _____ Notary Public _____

SURVEYOR:
Northern Engineering
Steven A. Lund
820 8th Street, Greeley, Colorado
970-395-9880

APPLICANT:
Podtburg Dairy Limited Partnership, LLLP
Greg Podtburg
37905 Weld County Road 35
Eaton, CO 80615
970-313-3601

PODTBURG ANNEXATION #1

TOTAL PERIMETER.....	360.20'
CONTIGUOUS BOUNDARY.....	60.04'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	60.03'

INDICATES PRESENT TOWN BOUNDARY LINE

PLANNING AND ZONING APPROVAL:

This Map to be known as PODTBURG ANNEXATION #1 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 _____, 20____.

Chair, Planning & Zoning Commission

TOWN COUNCIL APPROVAL:

This Map to be known as PODTBURG ANNEXATION #1 is approved and accepted to the Town of Johnstown, Colorado by Ordinance 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____.

Gary Lebsack, Mayor

Attest: Town Clerk

SURVEY NOTES:

1. Basis of Bearings: The East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor to determine ownership or easements of record.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

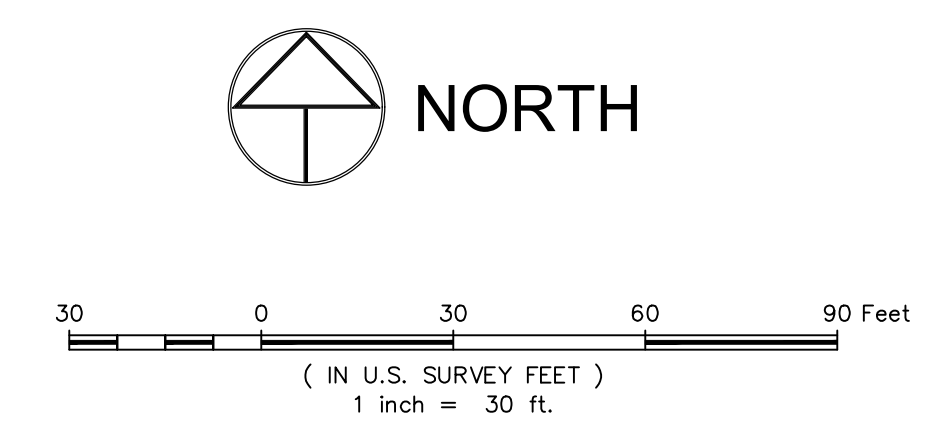
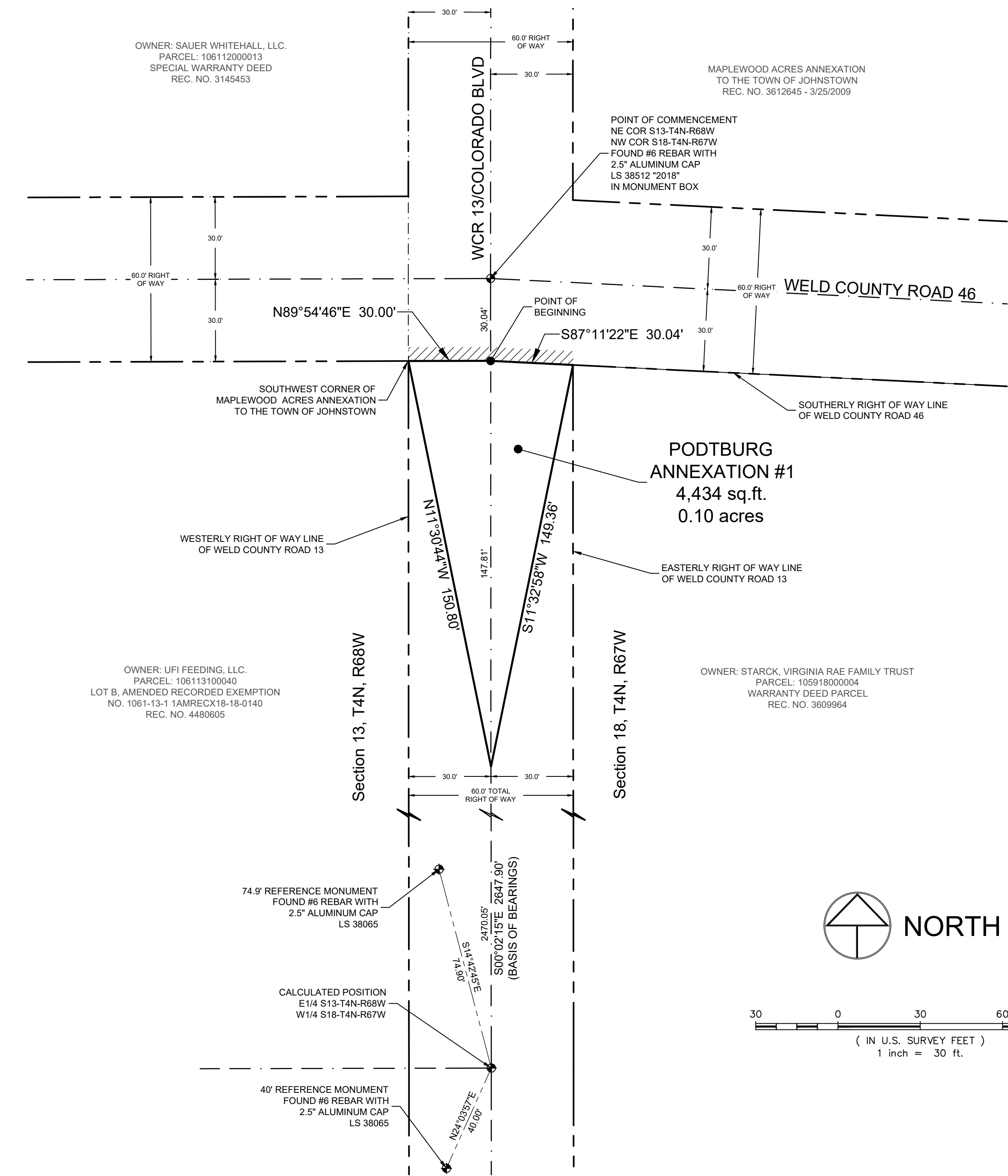
Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

SYMBOL LEGEND

○	CALCULATED POSITION
●	FOUND PROPERTY MONUMENT
⬮	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

---	RIGHT OF WAY LINE
---	SECTION LINE
---	ANNEXATION BOUNDARY LINE
---	PROPERTY LINE
---	EXISTING ANNEXATION LINE
---	EASEMENT LINE



PODTBURG ANNEXATIONS #1, #2, #3, #4, & #5

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING PORTIONS OF THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 5000'

SURVEYOR:
Northern Engineering
Steven A. Lund
820 8th Street, Greeley, Colorado
970-395-9880

APPLICANT:
Podtburg Dairy Limited Partnership, LLLP
Greg Podtburg
37905 Weld County Road 35
Eaton, CO 80615
970-313-3601

SYMBOL LEGEND	
	CALCULATED POSITION
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND	
	RIGHT OF WAY LINE
	SECTION LINE
	ANNEXATION BOUNDARY LINE
	PROPERTY LINE
	EXISTING ANNEXATION LINE
	EASEMENT LINE

DESCRIPTION: PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING**.

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwest corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be annexed under the name of PODTBURG ANNEXATION #2 to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

OWNER _____ OWNER _____

STATE OF COLORADO)

) SS

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ this

_____ day of _____, 20____.

My commission expires: _____ Notary Public _____

PLANNING AND ZONING APPROVAL:

This Map to be known as PODTBURG ANNEXATION #2 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 _____, 20____.

Chair, Planning & Zoning Commission

TOWN COUNCIL APPROVAL:

This Map to be known as PODTBURG ANNEXATION #2 is approved and accepted to the Town of Johnstown, Colorado by Ordinance 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____.

Gary Lebsack, Mayor

Attest: Town Clerk

SURVEY NOTES:

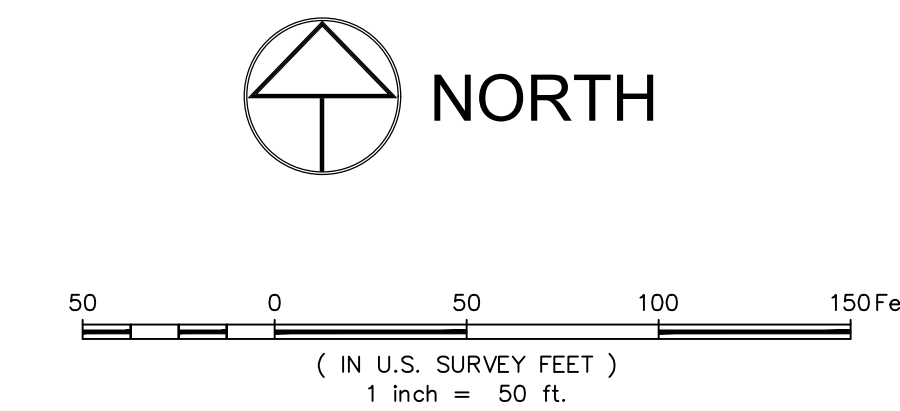
1. Basis of Bearings: The East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor to determine ownership or easements of record.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

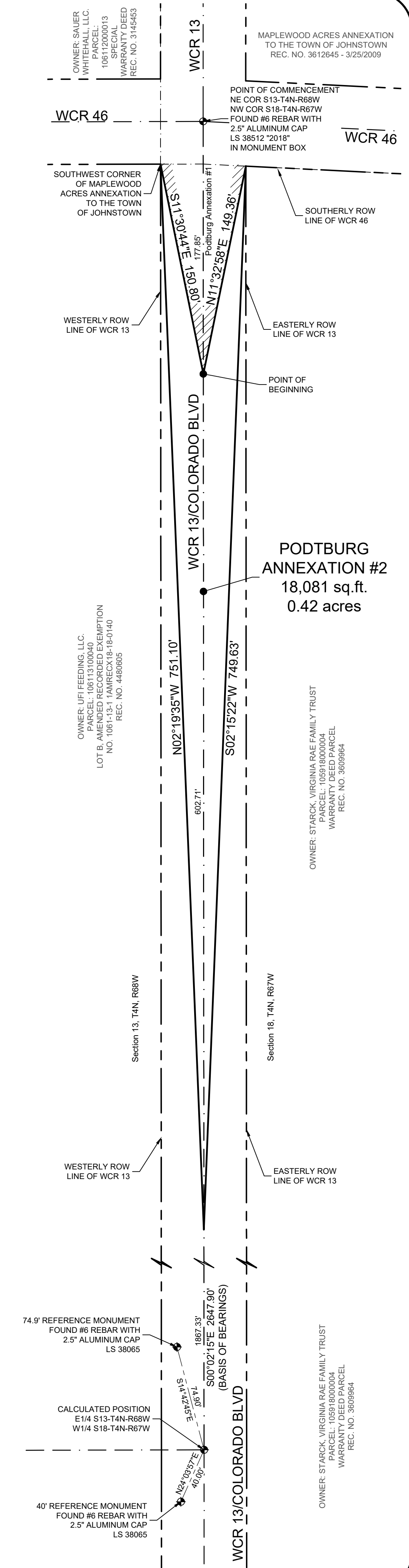
I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995



PODTBURG ANNEXATION #2	
TOTAL PERIMETER.....	1800.90'
CONTIGUOUS BOUNDARY.....	300.16'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	300.15'

INDICATES PRESENT TOWN BOUNDARY LINE



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: 4, 25, 630
TOWNSHIP: 4 N
RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING

970.223.4158
970.223.4158
FORT COLLINS, 301 North Hesse Street, Suite 100, 80521
GREELEY, 820 8th Street, 80633

PROJECT: 1659-001	DATE: 09/26/2019
CLIENT:	SCALE: 1" = 50'
DRAWN BY: A. Lund	REVIEWED BY: S. Lund

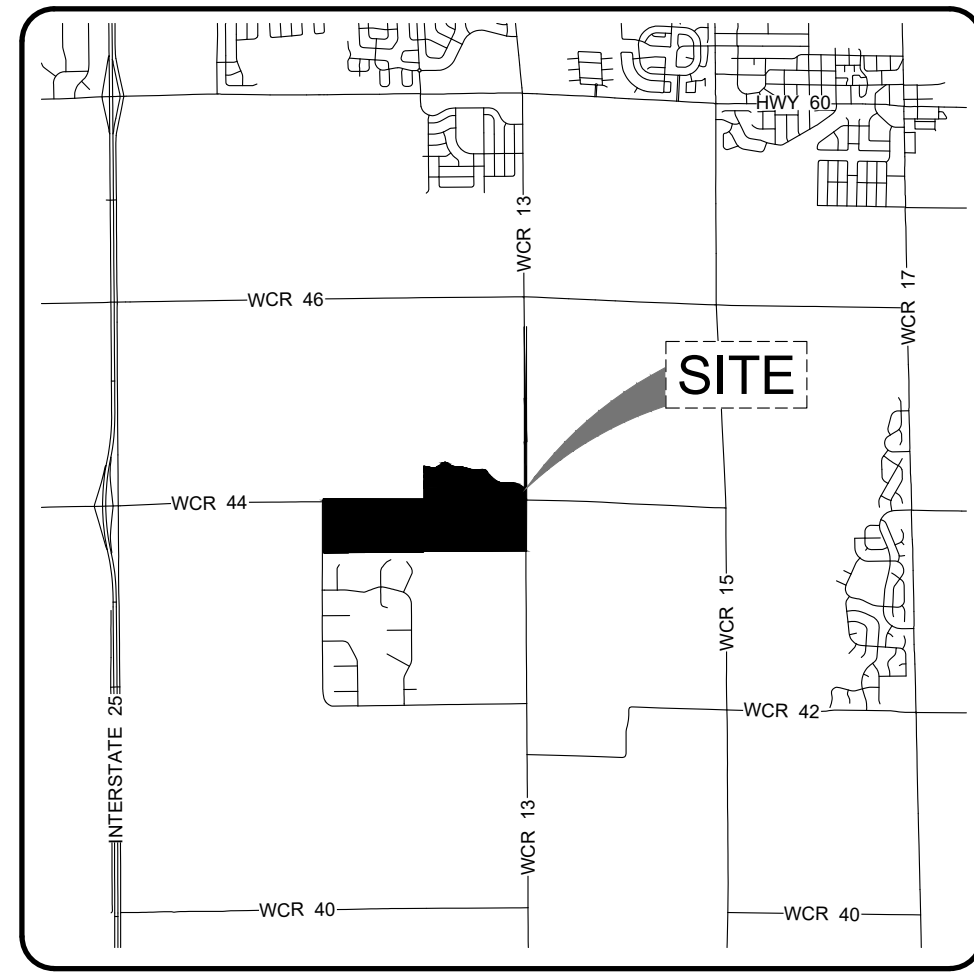
PODTBURG ANNEXATION #2
S18, 19, 30-T4N-R67W & S13, 24, 25-T4N-R68W
WELD COUNTY, STATE OF COLORADO

Sheet
2
Of 7 Sheets

PODTBURG ANNEXATIONS #1, #2, #3, #4, & #5

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING PORTIONS OF THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 5000'

DESCRIPTION: PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado;

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING**.

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;
The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;
THENCE South 00° 02' 29" East a distance of 2648.03 feet;
THENCE South 00° 06' 39" West a distance of 1324.43 feet;
THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:
THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1
THENCE North 89° 44' 34" West a distance of 152.81 feet;
THENCE South 88° 54' 36" West a distance of 68.31 feet;
THENCE South 88° 58' 33" West a distance of 351.36 feet;
THENCE South 88° 41' 39" West a distance of 225.35 feet;
THENCE South 89° 11' 58" West a distance of 121.90 feet;
THENCE South 89° 47' 15" West a distance of 155.18 feet;
THENCE South 89° 38' 59" West a distance of 451.60 feet;
THENCE South 89° 26' 24" West a distance of 423.45 feet;
THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:
THENCE North 00° 03' 04" East a distance of 43.07 feet;
THENCE South 89° 56' 54" West a distance of 200.00 feet;
THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;
THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;
THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;
THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:
THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet to a Point of Tangency;
THENCE North 54° 51' 44" East a distance of 181.87 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet to a Point of Tangency;
THENCE South 58° 46' 59" East a distance of 133.41 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, a Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet to a Point of Tangency;

THENCE South 38° 16' 02" East a distance of 117.93 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet to a Point of Tangency;
THENCE South 52° 47' 41" East a distance of 176.69 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet to a Point of Tangency;
THENCE South 86° 27' 04" East a distance of 88.57 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has a Radius of 957.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet to a Point of Tangency;
THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;
THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;
THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 1867.83 feet;
THENCE South 00° 36' 41" East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (±).

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be annexed under the name of PODTBURG ANNEXATION #4 to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

OWNER _____ OWNER _____

STATE OF COLORADO) SS

COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires: _____ Notary Public _____

PLANNING AND ZONING APPROVAL:

This Map to be known as PODTBURG ANNEXATION #4 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 _____, 20____.

Chair, Planning & Zoning Commission _____

TOWN COUNCIL APPROVAL:

This Map to be known as PODTBURG ANNEXATION #4 is approved and accepted to the Town of Johnstown, Colorado by Ordinance 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____.

Gary Lebsack, Mayor _____

Attest: Town Clerk _____

SURVEY NOTES:

1. Basis of Bearings: The East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East (assumed bearing) and Monumented as shown hereon.
2. Unit of measure is U.S. Survey Feet.
3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
4. This survey does not constitute a title search by the surveyor to determine ownership or easements of record.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

APPLICANT:
Podtburg Dairy Limited Partnership, LLLP
Greg Podtburg
37905 Weld County Road 35
Eaton, CO 80615
970-313-3601

PODTBURG ANNEXATION #4

TOTAL PERIMETER.....	29106.26'
CONTIGUOUS BOUNDARY.....	6003.59'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	4851.04'

SURVEYOR:
Northern Engineering
Steven A. Lund
820 8th Street, Greeley, Colorado
970-395-9880

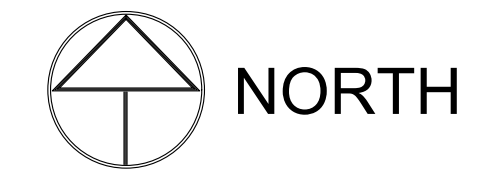
SYMBOL LEGEND

○	CALCULATED POSITION
●	FOUND PROPERTY MONUMENT
⊕	FOUND SECTION CORNER AS DESCRIBED

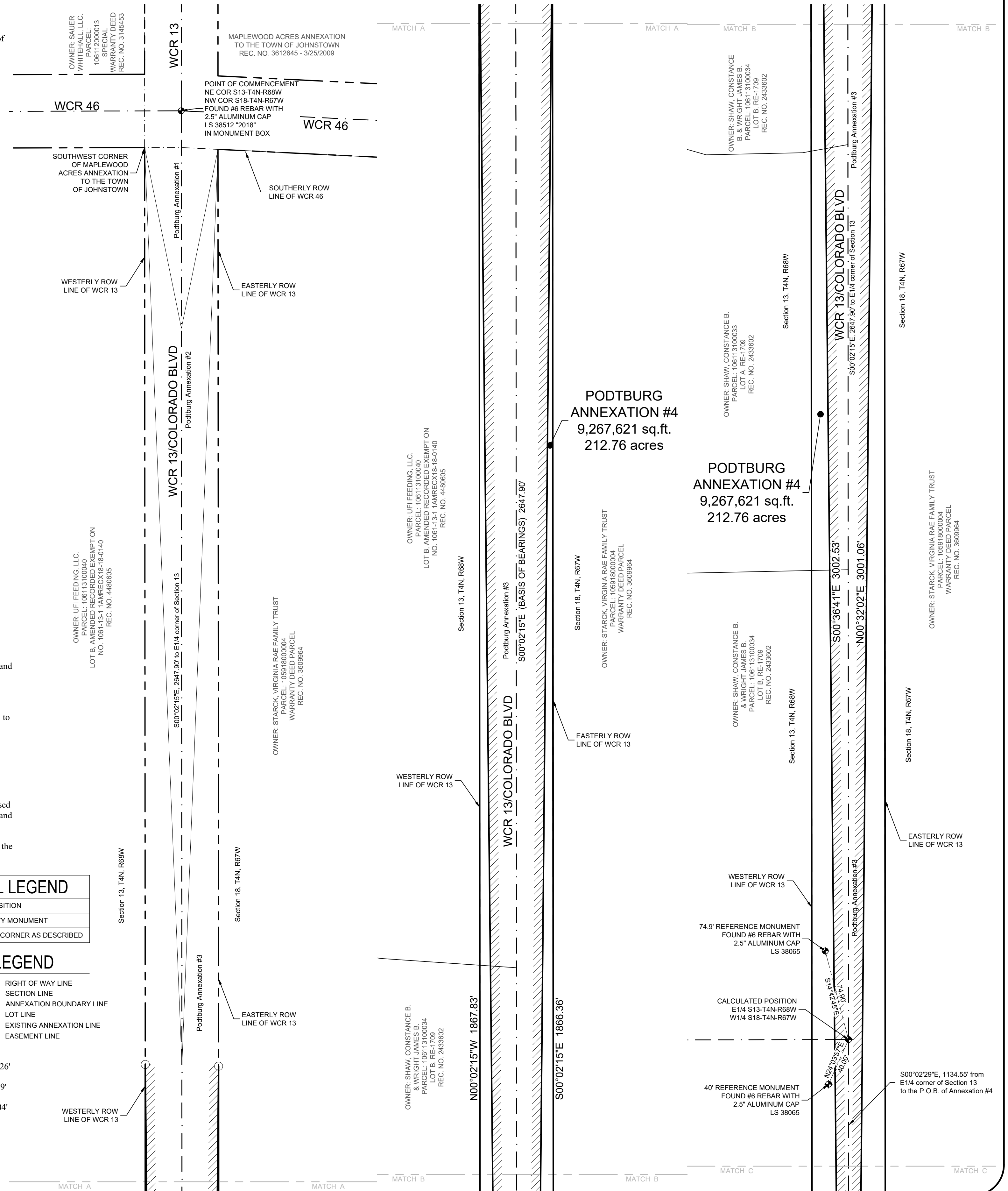
LINE LEGEND

---	RIGHT OF WAY LINE
---	SECTION LINE
---	ANNEXATION BOUNDARY LINE
---	LOT LINE
---	EXISTING ANNEXATION LINE
---	EASEMENT LINE

INDICATES PRESENT TOWN BOUNDARY LINE



50 0 50 100 150 Feet
(IN U.S. SURVEY FEET)
1 inch = 50 ft.



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: 4, 25 & 30
TOWNSHIP: 4 N
RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING
970.231.4158
FOOT COLLINS 301 North Inland Street, Suite 100, B6621
GREELEY, CO 80639
northernengineering.com

PROJECT: 1659-001
DATE: 08/26/2019
CLIENT: S. Lund
DRAWN BY: A. Lund
REVIEWED BY: S. Lund

PODTBURG ANNEXATION #4
S18, 19, 30-T4N-R67W & S13, 24, 25-T4N-R68W
WELD COUNTY, STATE OF COLORADO

Sheet
4
Of 7 Sheets

PODTBURG ANNEXATIONS #1, #2, #3, #4, & #5

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING PORTIONS OF THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST, AND PORTIONS OF SECTION 13, SECTION 24, AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

LINE	LENGTH	BEARING
L1	13.89'	S00°06'15"W
L2	152.81'	N89°44'34"W
L3	68.31'	S88°54'38"W
L4	351.36'	S88°58'33"W
L5	225.35'	S88°41'39"W
L6	121.90'	S89°11'58"W
L7	155.18'	S89°47'15"W
L8	43.07'	N00°03'04"E
L9	20.00'	S89°56'54"W
L10	30.00'	N00°03'04"E
L11	251.09'	S79°11'49"E
L12	181.87'	N54°51'44"E
L13	133.41'	S58°46'59"E
L14	117.93'	S38°16'02"E
L15	176.69'	S52°47'41"E
L16	88.57'	S86°27'04"E
L17	63.29'	S53°11'05"E

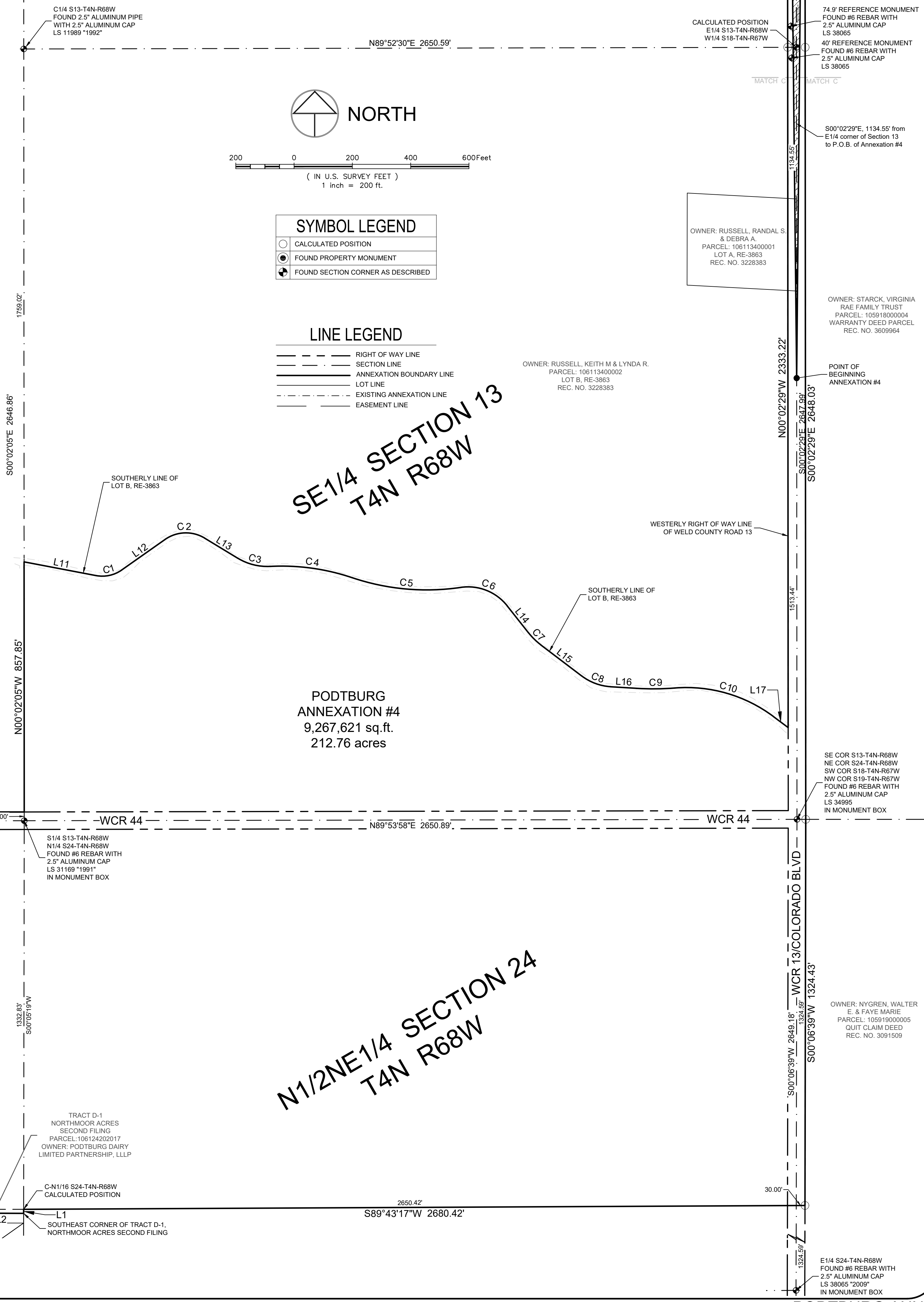
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	45°56'32"	115.39'	92.52'	N77°50'10"E	90.07'
C2	66°21'24"	124.38'	144.05'	N88°02'19"E	136.13'
C3	34°15'17"	193.24'	115.53'	S75°54'49"E	113.82'
C4	21°42'34"	753.31'	285.43'	S82°11'10"E	283.73'
C5	27°03'40"	800.39'	378.03'	S84°51'55"E	374.53'
C6	60°07'42"	171.12'	179.58'	S68°19'54"E	171.45'
C7	14°31'38"	231.16'	58.61'	S45°31'53"E	58.45'
C8	33°39'29"	183.32'	107.69'	S69°37'20"E	106.15'
C9	8°04'13"	937.08'	131.99'	N89°30'49"E	131.88'
C10	41°20'12"	498.28'	359.49'	S73°51'12"E	351.74'

SW1/4 SECTION 13
T4N R68W

SE1/4 SECTION 13
T4N R68W

N1/2NW1/4 SECTION 24
T4N R68W

N1/2NE1/4 SECTION 24
T4N R68W



SYMBOL LEGEND

- CALCULATED POSITION
- FOUND PROPERTY MONUMENT
- ⊙ FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND

- RIGHT OF WAY LINE
- - - SECTION LINE
- · - · ANNEXATION BOUNDARY LINE
- LOT LINE
- · - · EXISTING ANNEXATION LINE
- - - EASEMENT LINE

PODTBURG ANNEXATION #4
9,267,621 sq.ft.
212.76 acres

PODTBURG ANNEXATION #4
9,267,621 sq.ft.
212.76 acres

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: 24, 25, 30
TOWNSHIP: 4 N
RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING

970.231.4158
970.231.4158
FOOT COLLINS 301 North Inland Street, Suite 100, Broomfield, CO 80016
GRIFFIN 820 8th Street, Suite 100, Broomfield, CO 80016

PROJECT:	1659-001
DATE:	08/26/2019
SCALE:	1" = 200'
REVIEWED BY:	S. Lund
DRAWN BY:	A. Lund

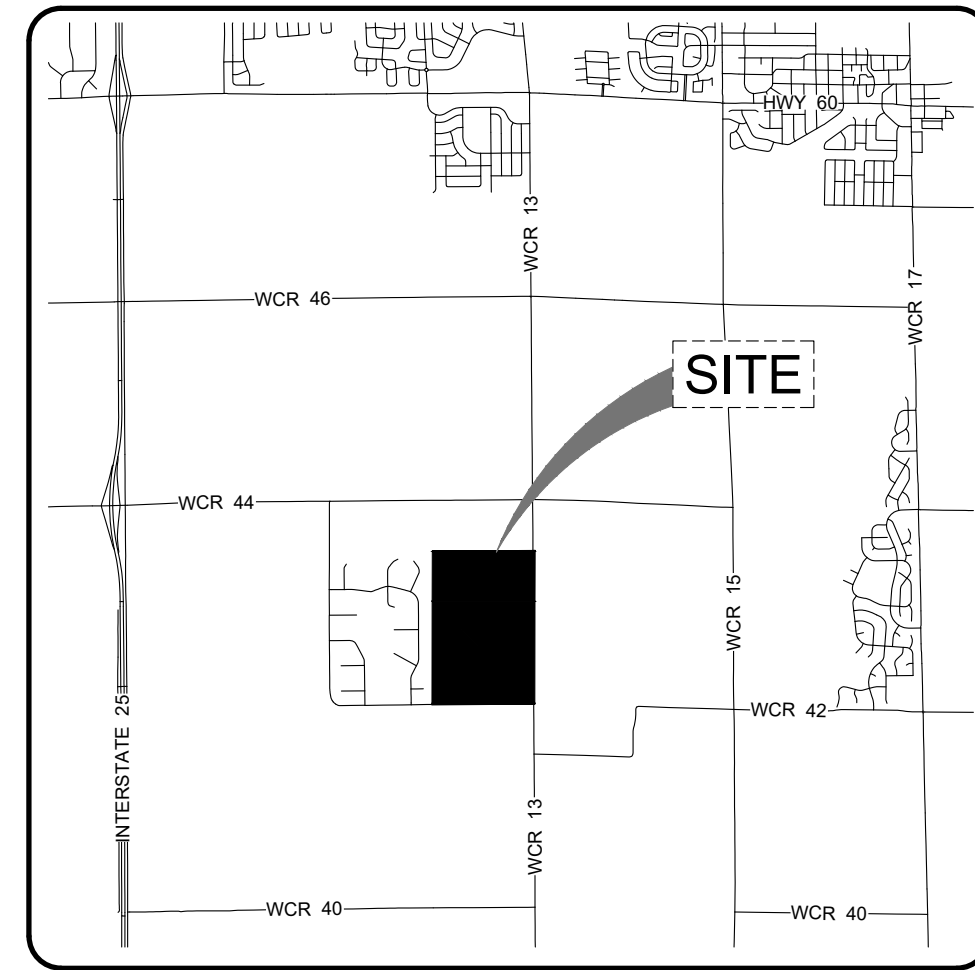
PODTBURG ANNEXATION #4
S18,19,30-T4N-R67W & S13,24,25-T4N-R68W
WELD COUNTY, STATE OF COLORADO

Sheet
5
Of 7 Sheets

PODTBURG ANNEXATIONS #1, #2, #3, #4, & #5

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING PORTIONS OF THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST, AND PORTIONS OF SECTION 13, SECTION 24 AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 5000'

DESCRIPTION: PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

- THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
- THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13;
- THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING**.

- THENCE North 89°43'17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;
- The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.
- THENCE South 00°06'39" West a distance of 1324.80 feet;
- THENCE South 00°06'37" West a distance of 2649.04 feet;
- THENCE South 00°06'37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;
- THENCE South 89°36'32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;
- THENCE South 89°36'32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;
- THENCE North 00°23'48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;
- THENCE North 00°06'15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;
- THENCE North 00°06'15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;
- THENCE North 89°43'17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

SYMBOL LEGEND	
	CALCULATED POSITION
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND	
	RIGHT OF WAY LINE
	SECTION LINE
	ANNEXATION BOUNDARY LINE
	LOT LINE
	EXISTING ANNEXATION LINE
	EASEMENT LINE

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be annexed under the name of PODTBURG ANNEXATION #5 to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

OWNER _____ OWNER _____

STATE OF COLORADO)
) SS
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20____.

My commission expires: _____ Notary Public _____

PLANNING AND ZONING APPROVAL:

This Map to be known as PODTBURG ANNEXATION #5 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 _____, 20____.

Chair, Planning & Zoning Commission _____

TOWN COUNCIL APPROVAL:

This Map to be known as PODTBURG ANNEXATION #5 is approved and accepted to the Town of Johnstown, Colorado by Ordinance 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____.

Gary Lebsack, Mayor _____

Attest: Town Clerk _____

SURVEY NOTES:

- Basis of Bearings: The East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East (assumed bearing) and Monumented as shown hereon.
- Unit of measure is U.S. Survey Feet.
- No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.
- This survey does not constitute a title search by the surveyor to determine ownership or easements of record.

SURVEYOR'S CERTIFICATION:

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

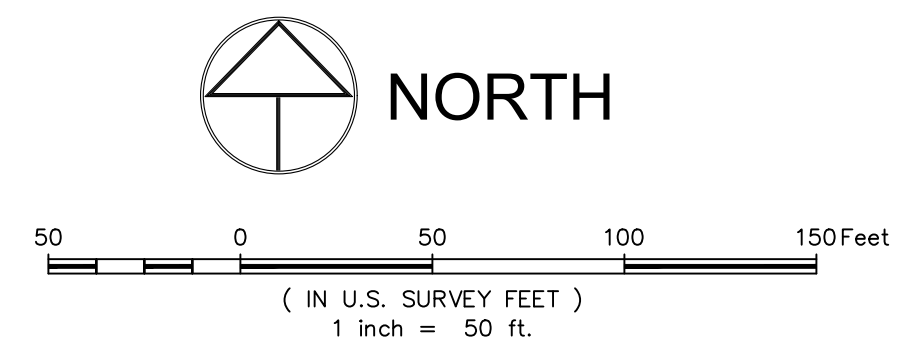
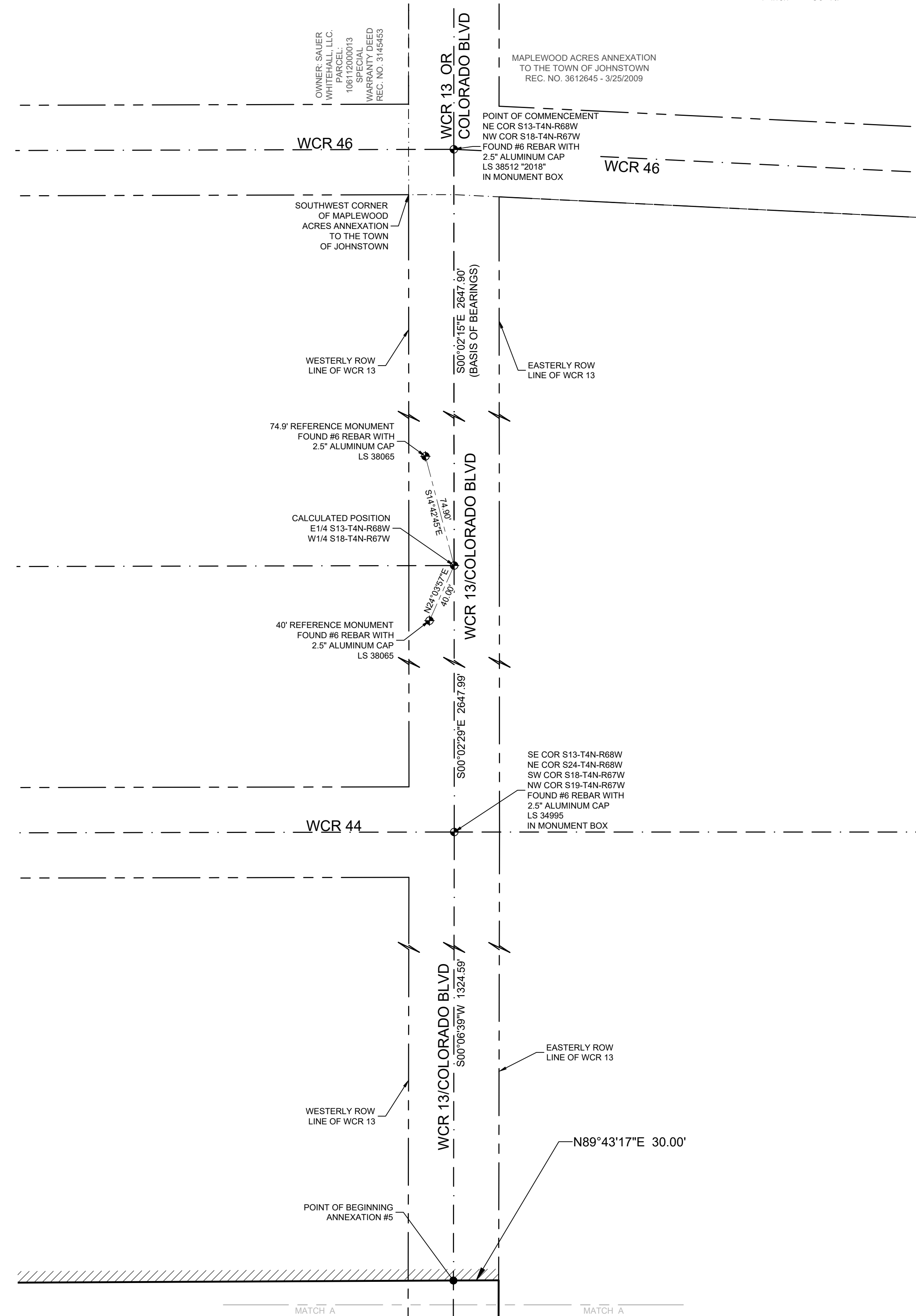
I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

Steven A. Lund - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

APPLICANT: Podtburg Dairy Limited Partnership, LLLP Greg Podtburg 37905 Weld County Road 35 Eaton, CO 80615 970-313-3601	PODTBURG ANNEXATION #5 TOTAL PERIMETER..... 13372.59' CONTIGUOUS BOUNDARY..... 2694.31' MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED..... 2228.77'
--	--

SURVEYOR:
Northern Engineering
Steven A. Lund
820 8th Street, Greeley, Colorado
970-395-9880

INDICATES PRESENT TOWN BOUNDARY LINE



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: 4, 25, 630
TOWNSHIP: 4 N
RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING

970.223.4158
nortnengr.com

FORT COLLINS 301 North Inland Street, Suite 100, 80521
GREELEY 820 8th Street, Suite 8033

REQUEST: 1859-001	DATE: 08/26/2019	SCALE: 1" = 50'	REVIEWED BY: S. Lund
CLIENT:			DRAWN BY: A. Lund

PODTBURG ANNEXATION #5
S18,19,30-T4N-R67W & S13,24,25-T4N-R68W
WELD COUNTY, STATE OF COLORADO

Sheet
6
Of 7 Sheets



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	Item #1: Public Hearing of Podtburg Annexations #1 - 5 Item #2: Public Hearing of Podtburg Annexation Establishment of Zoning
DESCRIPTION:	Proposed annexation of 462.35 acres with ODP for PUD-MU zoning
LOCATION:	Portions of section 18, 19, & 30 of Township 4 North, Range 67 West; and portions of section 13, 23, & 25 of Township 4 North, Range 68 West.
APPLICANT:	Podtburg Dairy, LLLP
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	October 14, 2020

BACKGROUND & SUMMARY

The applicant, Podtburg Dairy LLLP, is requesting a series of five individual annexations totalling 462.35 acres of land located in portions of sections 18, 19, & 30 of Township 4 North, Range 67 West, and portions of sections 13, 23, & 25 of Township 4 North, Range 68 West. Petitioner is proposing annexation of Weld County Rd. 13 (Colorado Blvd.) from current Town limits at the corner of Weld County Rd. 13 and Weld County Rd. 46, south to Weld County Rd. 13 and Weld County Rd. 44. The applicant is additionally requesting the zoning designation PUD-MU (Planned Unit Development – Mixed Use) for the property with an Outline Development Plan (ODP).

The subject property is bordered on all sides by unincorporated Weld County, except for the portion to the northwest, which borders the Town of Berthoud. Zoning on the lands within Berthoud is PUD (Planned Unit Development). Zoning on the all other surrounding properties is AG (Agricultural).

Surrounding land uses are mostly agricultural. The exception is the properties which lay to the southwest of the quarter section,. Northmoor Acres, situated directly to the west, is a large-lot residential subdivision in unincorporated Weld County with 102 single family homes.

As noted above this is a “serial” annexation, meaning it is achieved by annexing mutple pieces of property in immediate succession, each which must meet state statute requirements in CRS 31-21-104.

The Community That Cares

www.TownofJohnstown.com

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

HISTORY

Historically, there have been two uses for the overall property. Prior to the Podtburg's purchasing a majority of the property in the late 1990's, the area was used for farming. The only exception is the former Knutson Home on the property, owned by the Podtburg's as of July, 2020. This was historically used as a residence. The Podtburg Dairy operations moved from further north to its present location. As part of the land use applications for their dairy operations, the Podtburgs applied for a Use By Special Review (USR) in Weld County. This USR, USR-1258, was approved by Weld County in August, 2001. The property has been used as a dairy since that time.

In 2019, the Town of Johnstown initiated an update to their growth management area (GMA) and 2001 comprehensive plan land use map (Case #CPA19-001). This update made two important changes to the subject property. First, added approximately 81 acres of property north of Northmoor Acres to the Johnstown GMA. Second, it reclassified all of the subject property south of Weld County Road 44 from "Conservation-oriented Agricultural / Large Lot Residential" to "Residential Mixed Use". This change was made to the Land Use Framework Plan contained in the 2006 Johnstown Comprehensive Plan Update. These changes were approved by Town Council on November 4, 2019, by way of Resolution 2019-22.

ATTACHMENTS

- 1-Vicinity Map
- 2- Application & Petition
- 3-Annexation Map
- 4-Zoning Map
- 5-Neighborhood Meeting Summary

NOTICE

A notice informing adjacent property owners of their possible eligibility for annexation was sent out on September 11, 2020. Said notice was sent because this annexation utilizes annexation of right-of-way to satisfy contiguity requirements of Colorado Revised Statutes, and CRS 31-12-105(e.3) requires such notification.

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 24, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

On Monday, September 21, Town Council passed Resolution 2020-27, finding the proposed annexation in substantial compliance with Colorado Revised Statutes and the Colorado Constitution. This resolution set the public hearing date for the proposed annexation as Monday, November 2, 2020.

The Community That Cares

www.TownofJohnstown.com

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

Notice for the November 2nd Town Council hearing was published in the local newspaper of widest circulation, the Johnstown Breeze, beginning on Thursday, October 1, 2020. This notice provides the date, time, and location of the Town Council hearing, as well as a description of the project. This notice, along with a copy of Resolution 2020-27, is published in the Johnstown Breeze for four (4) consecutive weeks. Notices will be mailed to all property owners within 500 feet of the property in question, including a map of the proposed annexation and zoning.

NEIGHBORHOOD MEETING

An online neighborhood meeting was held on Tuesday, September 29, 2020. Notice for said meeting was mailed to all property owners within 500 feet of the proposed annexation on Wednesday, September 16, 2020, advertising the meeting time and place. Town Staff and the Applicants team were present and roughly a dozen neighbors attended. See the neighborhood meeting summary (Attachment 5) for a summary of comments and concerns.

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 planned to be zoned and developed as urban-level development.
3. The property is located within the Town of Johnstown Growth Management Area.
4. The Town is capable of providing water, sewer, and police service to the property.
5. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

Johnstown Comprehensive Plan Alignment

P.2-5: The intersection of WCR 44 & WCR 13 is marked as a “village center”, in compliance with the commercial proposed at this intersection as part of this ODP.

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

This proposal will create a new village center and add green space and new neighborhoods.

Goal CF-2: Beautiful Town gateways and entries at major intersections – gateways.

The proposed annexation sits at the corner of WCR 13 (Colorado Blvd.) and WCR 44, which has a major interchange with I-25 just two (2) miles west. This intersection will be a gateway into town for those coming from that interchange. Additionally, this intersection, while not called out as a gateway in the 2006 Comprehensive Plan, will act as at least an interim southern gateway into town. The golf course

corner at WCR 11 and WCR 44 will also offer a distinct transition from future adjacent development and announce “arrival” to the Town from the west.

Goal DD-1: A diversified economic base with employment opportunities available to the region – district mix.

The proposed zoning for the property is MU-Mixed Use, which will allow for a mix of commercial uses. In addition, the golf course will provide unique jobs not currently seen within Johnstown.

Zoning

The current zoning for the property is AG-Agriculture in Weld County. The current zoning and use is subject to Weld County Use by Special Review (USR) number USR-1258, which allows for the operation of a dairy on the property. There are additional USR’s granted in the immediate vicinity, including USR-558 for a compressor station just north of the site along WCR 13, a dog kennel in adjacent Northmoor Acres as part of SUP-35, and a home business directly west-adjacent in Northmoor Acres for a home business (USR-1538).

The applicant requests zoning PUD-MU, upon annexation. The ODP would allow for a mix of residential uses across up to 188 acres (40.7%) of the property. There is no overall maximum density for the property. Densities will be controlled by individual planning area, which will establish maximum densities. Planning areas “A” and “B”, which directly abut existing Northmoor Acres, will have a density of no more than five (5) dwelling units per acre. Area “C”, located along Colorado Blvd. south of Weld County Road 44, will be allowed a density of up to ten (10) dwelling units per acre. The 41 acre “Area D,” north of County Road 44, is designated as either golf or residential use, and shall be allowed densities of at least 5 dwelling units per acre and not more than 20 dwelling units per acre. Area “D” will have increased density due to its proximity to a future major intersection in Johnstown, being Colorado Blvd. and Weld County Road 44.

The ODP also addresses the ability to transfer area and densities between planning areas, up to 30%, with maximum DU/Ac assigned to residential areas. That transfer-ability allows for some flexibility in terms of size and configuration, as more detailed design ensues with future development plans and platting. The ODP also allows for transfer of commercial acreage from planning area “H” to either planning area “F” or “G”, should that area develop as residential only.

Two areas at this Colorado Blvd. and WCR 44 intersection, totaling 12.12 acres of the proposed annexation, will be designated for commercial development. Additional commercial development is shown at the NW corner of WCR 42 and WCR 13. Commercial development at these intersections is supported by the fact that WCR 13 / Colorado Blvd. (as it is known in incorporated areas) is a major arterial, and a major north-south corridor through not just Johnstown, but Northern Colorado. In fact,

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Colorado Blvd. runs from 88th Ave. in Thornton to just north of Highway 392 in Windsor. These commercial uses will be limited to 50% lot coverage, and will require at least 20% landscape area coverage. The remaining 247.89 acres are devoted to use as a golf course.

As part of the annexation agreement, the petitioner has agreed to develop design guidelines for the property. These more detailed guidelines will be in conformance with this proposed ODP and will act as the legal zoning regulation for the property. Said guidelines shall be developed in conjunction with the subdivision and development plan review process for the property. All “individual development” projects (i.e., individual site planning for commercial, multi-family, or golf/clubhouse uses) within the proposed annexation area shall be subject to these future design guidelines. These projects shall require approval from a design review committee and the Johnstown Review Committee. Any development subject to these design guidelines shall require administrative approval only; no hearings before Planning & Zoning Commission will be required. Hearings on subdivisions and master development plans would still go to hearing, in compliance with current code requirements.

Development Standards

This ODP sets forth some basic development standards regarding setbacks, building heights, and lot sizes. More detailed design guidelines will be completed with the subdivision and development plan review process, as detailed above. Development standards for residential uses across all four residential planning areas will be consistent with one another. What will change between those planning areas is the allowed uses. In this way, impacts will be reduced to the existing Northmoor Acres, as lower densities are placed nearest that residential development. To further aid this reduction in impact, maximum height for attached single-family residential will be set at 30’, rather than the 35’ more typically seen in most residential developments.

Multi-family residential and commercial buildings require a bit more flexibility given their more-intense nature, and more prominent location. Such development will have a maximum height of 50’ by right, but will be able to apply for a Conditional Use Grant for buildings above 50’ and up to 70’ in height. Such a provision will allow for increases in height given the correct use and location, while having the ability to mitigate specific impacts. For example, the setback for buildings up to 50’ is 15’ from both property lines and arterial roadways. A Conditional Use Grant would allow staff to require additional setbacks or other buffering techniques, given the height of a building.

Infrastructure

Currently, there is no town water or sewer service to the property. The Town does have plans to construct a water main along WCR 13 in 2021, which will provide future service to the property.

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Sewer service will be provided by the Town of Berthoud, as part of an intergovernmental agreement dated 06/28/2005. This agreement allows for development constructed on this property to utilize capacity within the Berthoud's wastewater treatment system. The Town will work with the Applicant/Developer to install an eight (8) inch sewer line from Berthoud's sewer system to the site of the proposed annexation and development. Details of timing and financing of infrastructure will be addressed in the proposed annexation agreement, and subsequent development agreements, which are approved by Town Council.

Regarding transportation networks in the area there are both major and minor arterials that border this proposed annexation. As previously stated, Colorado Blvd. is the Town's most significant north-south arterial, traversing from Thornton to Windsor. Weld County Road 44, which intersects with Colorado Blvd. and runs along the northern edge of this proposed annexation. Weld County Road 44 has a major interchange at I-25 roughly two (2) miles to the west. As such, it is important to the town as a major arterial roadway, with an eventual buildout of four (4) lanes. These two roads are vitally important to connectivity and access not just to the southern portion of Johnstown, but to the entire Town in general. Also of note are Weld County Roads 42 and 11. These roads are designated as minor arterials and provide secondary access to the proposed annexation to the south and west. Additionally, High Plains Blvd., CDOT's I-25 Parallel Arterial, is planned to the west of this proposed project.

Vesting of a "Site Specific Development Plan" (per CRS 24-68-101)

Petitioner has requested vesting in excess of the typical three (3) year vesting provided under Colorado Revised Statutes. Petitioner has requested 15 years of vesting for the development and planning of the site. Such vesting would preclude the Town from changing the zoning or allowed uses within the proposed annexation from this proposed ODP, for a period of 15 years. However, a property owner may apply to change the zoning or amend the ODP at any time, which would render the extended vesting period moot in that area, if changes are approved. This vesting is addressed in a proposed annexation / development agreement that will be discussed at Town Council as part of the overall annexation and zoning matters.

It is unusual for zoning to be vested, as a legislative action; however, there are details within the Outline Development Plan in terms of densities and design standards that are more typically subject to vesting, and that would be covered by that vesting period. In this case, the Applicant recognizes the long timeline for full build-out of this property, and wanted to ensure they are able to continue to move forward on their vision over the lifetime of the project.

Staff Concerns

Staff is concerned with the proposed golf use for the property. The application is proposing a golf course as primary focus of their overall development. Golf courses create great value on adjacent areas, may attract associated commercial uses, and most consider them to be quite attractive – they also utilize

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enormous amounts of water to keep them green and playable. With future development plans, Staff strongly encourages specific efforts at water conservation and incorporating natural areas and alternative landscaping adjacent to the course. Golf courses also utilize many chemicals for fertilizing to keep the grounds attractive and playable. These chemicals can create harmful runoff that infiltrates surface water and can have dramatic negative effects on surface water and aquatic life. The operations of the future course should work with the Town to ensure appropriate water quality treatment, and state-of-the-art treatments to avoid unnecessary impacts on the water shed. And, while a golf course is no doubt attractive, there are potential social equity issues with any such development; namely whether or not it will be public or private, and the cost of membership, and other considerations. The Town certainly permits a golf course as a use; Staff would appreciate any considerations to ensure this “community amenity” can indeed be reasonably enjoyed by our entire community, and be designed and operated to the best benefit of adjacent waterways and wildlife.

Staff is further concerned with zoning of portions of the property. The intersections of WCR 13 & 44 and WCR 13 & 42 are future major intersections for the Town, especially WCR 13 & 44, with its direct access to I-25 two (2) miles to the west. The small amount of commercial zoning at these intersections is concerning largely due to the potential viability of these intersections as commercial drivers and centers of activity. The Town may want to encourage larger-scale commercial or retail, vs low-density residential, at such vital intersections. The “transfer” clause in the ODP may assist somewhat with any commercial enterprise that wishes to expand beyond the current small acreage show; however, there is concern that residential could do the same and claim more “commercial” areas for residential use. Residential is often (relatively) easier and faster to develop and market; whereas commercial wants to see nearby residential in place prior to development. Protecting our vital intersections should be a consideration as the Town continues to develop. Density and scale of commercial and retail development at these intersections is important to the development of the south portion of Johnstown, and to Johnstown as a complete community.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Item #1 Annexation: Podtburg Annexations # 1-5

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the Podtburg Annexations #1-5 be approved based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town can adequately and efficiently provide utility and police services.

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4. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
5. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the Podtburg Annexation # 1-5 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the Podtburg Annexation # 1-5 based upon the findings as stated in the staff report.

Alternate Motions

- A. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of the Podtburg Annexation # 1-5 with the following conditions..."
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Podtburg Annexation # 1-5 based upon the following..."

Item #2 Zoning: Podtburg Annexation # 1-5 - Establishment of Zoning

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the requested zoning of PUD-MU for the Podtburg Annexation # 1-5 be approved based upon the following findings:

1. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed zoning and accompanying uses are the best use for the area, namely commercial uses at the major intersections.

Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for PUD-MU zoning for the Podtburg Annexation # 1-5 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the request for PUD-MU zoning for the Podtburg Annexation # 1-5 based upon the 2 findings as stated in the staff report.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of the request for PUD-MU zoning for the Podtburg Annexation # 1-5 based upon the following..."

Planner:

Reviewed by:



Darryll Wolnik

Kim Meyer

Planner II

Planning & Development Director

File Name: S:\PLANNING\2019 Land Use Projects\ANX20-001 Podtburg Annexation\Staff Report.docx



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	November 2, 2020
SUBJECT:	Ordinance 2020-185 Approving PUD-MU Zoning and Approving the Outline Development Plan (ODP), for The Podtburg Annexation Nos 1-5 (Case #ANX20-0001)
ACTION PROPOSED:	Hold Public Hearing and Consider Ordinance 2020-185 on First Reading - Approving PUD-MU Zoning and Approving Outline Development Plan (ODP) for The Podtburg Annexation Nos. 1-5
ATTACHMENTS:	1 – Ordinance 2020-185 2 – Vicinity Map 3 – Proposed Outline Development Plan (ODP) 4 – PZC Agenda Memorandum – Annexation and Zoning
PRESENTED BY:	Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Planning & Zoning Commission (PZC) held a public hearing on October 14, 2020, to consider PUD-MU (Planned Unit Development – Mixed Use) Zoning with an Outline Development Plan (ODP) for the properties associated with the Podtburg Annexation Nos 1-5 (approximately 462.35 acres). The property to be annexed and zoned extends south from CR 46 and Colorado Blvd (CR 13), encompassing the CR 13 right-of-way, to CR 44 where the bulk of the proposed annexed lands sit to the north and south of CR 44, and west of CR 13. (See Attachment 2) The only public comment was received by Staff via phone from an adjacent land owner with no objections; no public appeared at the hearing. Based upon the materials submitted, analysis, and findings, the PZC approved a motion (3-1) to recommend to Town Council approval of the zoning request for the PUD-MU zoning, and associated Outline Development Plan.

The current zoning of this property is A-Agricultural in Weld County. The proposed zoning is PUD-MU, which allows for a wide mix of uses. The proposed ODP further clarifies and identifies those uses, densities and intensities of use, as well as providing a basis for Town staff – through the supplemental materials and reports required including engineering reports, master traffic study, and similar – to ensure that the proposed development plan is feasible for this location. The ODP document (See Attachment 4) illustrates approximately 248 acres for a golf course, 12 acres of commercial uses along Colorado Blvd, and 188 acres of a mix of residential densities throughout the subject property:

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Planning Area A	±34 Ac	Max 5 DU/Ac	172 Units
Planning Area B	±47 Ac	Max 5 DU/Ac	237 Units
Planning Area C	±65 Ac	Max 10 DU/Ac	653 Units
Planning Area D	±41 Ac	5-20 DU/Ac	205-820 Units

(For comparison, the under-construction 4-story Johnstown Plaza multifamily project is ~23 units/net acre – 252 units on ±11 acres.)

There is language within the ODP that also allows some flexibility once more detailed development plans are proposed, that permits transfers of acreage and densities throughout the property, to accommodate opportunities or obstacles encountered with the market or in detailed engineering. Basic development standards are included, with more detailed design guidelines expected with preliminary development plans.

The Planning & Zoning Commission Agenda Memorandum attached (See Attachment 4) provides background and historical use of the property, as well as additional detail on infrastructure. The property is currently utilized primarily as the Podtburg Dairy Farm. The memo also describes notification and a remote Neighborhood Meeting held on September 29, 2020.

This ODP document is one of the documents that the Annexation & Development Agreement reference as the “Site Specific Development Plan,” per C.R.S. 24-68-101, for which the Applicant is seeking an extended vesting period of fifteen (15) years. This application for zoning was accompanied by the companion requests for Annexation into the Town as well as the Annexation and Development Agreement.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2020-185 approving PUD-MU Zoning and approving the Outline Development Plan (ODP) for the 462.35-acre known as Podtburg Annexation Nos. 1-5. on First Reading.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Ordinance 2020-185 approving PUD-MU Zoning, and approving the Outline Development Plan (ODP) for the 462.35-acres known as Podtburg Annexation Nos. 1-5, on First Reading

For Denial

I move that the Town Council deny Ordinance 2020-185 for PUD-MU Zoning, and approving the Outline Development Plan (ODP) for the 462.35-acres known as Podtburg Annexation Nos. 1-5.

Reviewed and Approved for Presentation,

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-185**

**ORDINANCE APPROVING PUD-MU ZONING AND APPROVING
OUTLINE DEVELOPMENT PLAN FOR THE PROPERTY KNOWN AS
THE PODTBURG ANNEXATION NOS. 1-5, LOCATED IN THE WEST
HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE
NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH,
RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24, AND
THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68
WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,
AND CONTAINING APPROXIMATELY 462.35 ACRES**

WHEREAS, the Town Council of the Town of Johnstown approved annexation of certain property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, known as The Podtburg Annexation Nos. 1-5 (“Property”); and

WHEREAS, Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership, the property owner, applied for Planned Unit Development – Mixed Use (“PUD-MU”) zoning and for the Property in conjunction with annexation; and

WHEREAS, Podtburg Dairy Limited Partnership, LLLP also applied for approval of an Outline Development Plan, which is attached hereto and incorporated herein by reference as Exhibit B; and

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

WHEREAS, on October 14, 2020, the Planning and Zoning Commission held a public hearing and recommended approval of PUD-MU zoning and approval of the Outline Development Plan for the Property; and

WHEREAS, on November 2, 2020, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, found that the requested zoning of the Property to PUD-MU and the associated Outline Development Plan conform to the Town’s Comprehensive Plan.

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

1. Zoning of the Property known as The Podtburg Annexation Nos. 1-5 and more particularly described on the attached Exhibit A shall hereby be designated as PUD-MU.
2. The Outline Development Plan, attached hereto as Exhibit B, is hereby approved.
3. The Town Clerk is hereby directed to publish this Ordinance as required by the Town’s Home Rule Charter and state law and, not earlier than forty (40) days of the effective date of this Ordinance, but promptly thereafter, file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING**.

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;

THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING**.

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (\pm).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING**.

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;

THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;

THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;

THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (\pm).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;

THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING**.

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;

THENCE South 00° 02' 29" East a distance of 2648.03 feet;

THENCE South 00° 06' 39" West a distance of 1324.43 feet;

THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1

THENCE North 89° 44' 34" West a distance of 152.81 feet;

THENCE South 88° 54' 36" West a distance of 68.31 feet;

THENCE South 88° 58' 33" West a distance of 351.36 feet;

THENCE South 88° 41' 39" West a distance of 225.35 feet;

THENCE South 89° 11' 58" West a distance of 121.90 feet;

THENCE South 89° 47' 15" West a distance of 155.18 feet;

THENCE South 89° 38' 59" West a distance of 451.60 feet;

THENCE South 89° 26' 24" West a distance of 423.45 feet;

THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;

THENCE South 89° 56' 54" West a distance of 20.00 feet;

THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;

THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;

THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;

THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of $45^{\circ} 56' 32''$, and is subtended by a Chord bearing North $77^{\circ} 50' 10''$ East a distance of 90.07 feet to a Point of Tangency;

THENCE North $54^{\circ} 51' 44''$ East a distance of 181.87 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of $66^{\circ} 21' 24''$, and is subtended by a Chord bearing North $88^{\circ} 02' 19''$ East a distance of 136.13 feet to a Point of Tangency;

THENCE South $58^{\circ} 46' 59''$ East a distance of 133.41 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of $34^{\circ} 15' 17''$, and is subtended by a Chord bearing South $75^{\circ} 54' 49''$ East a distance of 113.82 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of $21^{\circ} 42' 34''$, and is subtended by a Chord bearing South $82^{\circ} 11' 10''$ East a distance of 283.73 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of $27^{\circ} 03' 40''$, and is subtended by a Chord bearing South $84^{\circ} 51' 55''$ East a distance of 374.53 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of $60^{\circ} 07' 42''$, and is subtended by a Chord bearing South $68^{\circ} 19' 54''$ East a distance of 171.45 feet to a Point of Tangency;

THENCE South $38^{\circ} 16' 02''$ East a distance of 117.93 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of $14^{\circ} 31' 38''$, and is subtended by a Chord bearing South $45^{\circ} 31' 53''$ East a distance of 58.45 feet to a Point of Tangency;

THENCE South $52^{\circ} 47' 41''$ East a distance of 176.69 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of $33^{\circ} 39' 29''$, and is subtended by a Chord bearing South $69^{\circ} 37' 20''$ East a distance of 106.15 feet to a Point of Tangency;

THENCE South $86^{\circ} 27' 04''$ East a distance of 88.57 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has a Radius of 937.08 feet, a Delta of $08^{\circ} 04' 13''$, and is subtended by a Chord bearing North $89^{\circ} 30' 49''$ East a distance of 131.88 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of $41^{\circ} 20' 12''$, and is subtended by a Chord bearing South $73^{\circ} 51' 12''$ East a distance of 351.74 feet to a Point of Tangency;

THENCE South $53^{\circ} 11' 05''$ East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;

THENCE North $00^{\circ} 02' 29''$ West along said Westerly Right of Way line a distance of 2333.22 feet;

THENCE North $00^{\circ} 02' 15''$ West continuing along said Westerly Right of Way line a distance of 1867.83 feet;

THENCE South $00^{\circ} 36' 41''$ East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (\pm).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;

THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13:

THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING**.

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.

THENCE South 00° 06' 39" West a distance of 1324.80 feet;

THENCE South 00° 06' 37" West a distance of 2649.04 feet;

THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;

THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;

THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;

THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;

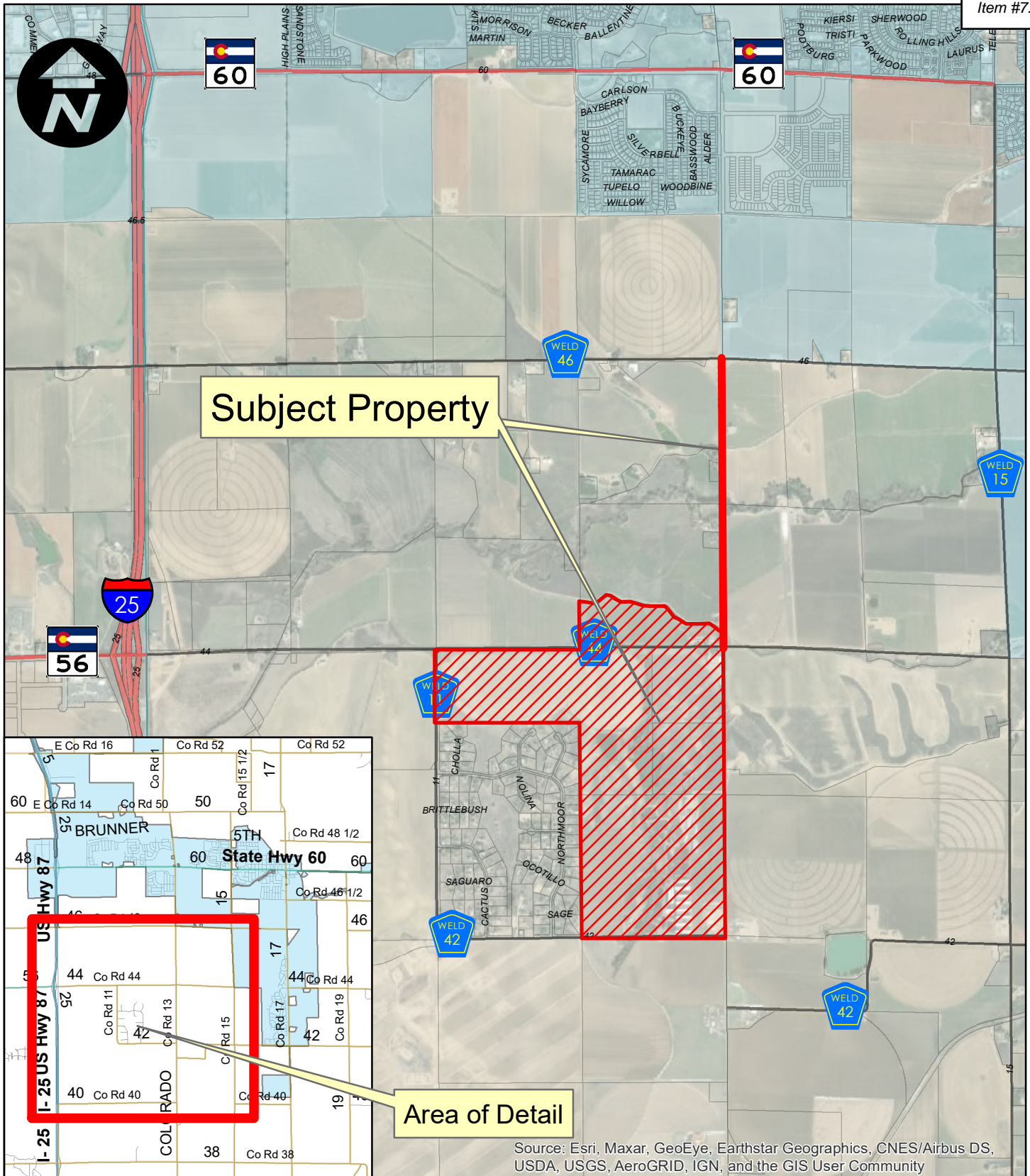
THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;

THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;

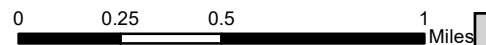
THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

Item #7.



**ANX20-0001
Podtburg Annexation
T4N R67W Sections 24 & 13**



ATTACHMENT 3

ESTABLISHMENT OF ZONING MAP

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, THE WEST HALF OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST, AND A PORTION OF THE SOUTH HALF OF SECTION 13, A PORTION OF SECTION 24 AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

STATEMENT OF OWNERSHIP AND SUBDIVISION:

PROPOSED MU ZONING

Know all persons by these presents, that the undersigned owners of the following described land:

A parcel of land being a portion of the West Half of Section Eighteen (18), the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of Section Thirteen (13), a portion of Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 24 and assuming the East line of the Northeast Quarter of Section 24 as bearing South 00° 06' 36" West a distance of 2649.180 feet with all other bearings contained herein relative thereto:

THENCE South 89° 57' 55" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13 and to the POINT OF BEGINNING.

The following Three (3) courses are along the Easterly Right of Way line of Weld County Road 13 and the Southerly prolongation thereof.

THENCE South 00° 06' 39" West a distance of 2649.22 feet;

THENCE South 00° 06' 37" West a distance of 2649.04 feet;

THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;

The following Two (2) courses are along the Southerly Right of Way line of Weld County Road 42 and the Easterly prolongation thereof.

THENCE South 89° 36' 32" West a distance of 29.74 feet;

THENCE South 89° 36' 32" West a distance of 2650.03 feet;

THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;

THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;

The following Nine (9) courses are along the Southerly and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE North 89° 44' 34" West a distance of 152.81 feet;

THENCE South 88° 54' 36" West a distance of 68.31 feet;

THENCE South 88° 58' 33" West a distance of 351.36 feet;

THENCE South 88° 41' 39" West a distance of 225.35 feet;

THENCE South 89° 11' 58" West a distance of 121.90 feet;

THENCE South 89° 47' 15" West a distance of 155.18 feet;

THENCE South 89° 38' 59" West a distance of 451.60 feet;

THENCE South 89° 26' 24" West a distance of 423.45 feet;

THENCE South 89° 05' 24" West a distance of 649.81 feet;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;

THENCE South 89° 56' 54" West a distance of 20.00 feet;

THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;

THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;

THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;

THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet to a Point of Tangency;

THENCE North 54° 51' 44" East a distance of 181.87 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet to a Point of Tangency;

THENCE South 58° 46' 59" East a distance of 133.41 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet to a Point of Tangency;

THENCE South 38° 16' 02" East a distance of 117.93 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet to a Point of Tangency;

THENCE South 52° 47' 41" East a distance of 176.69 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet to a Point of Tangency;

THENCE South 86° 27' 04" East a distance of 88.57 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has Radius of 937.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet to a Point of Tangency;

THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;

THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;

THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 2617.83 feet to the Southwest corner of the Maplewood Acres Annexation to the Town of Johnstown as recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE North 89° 54' 46" East along the Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of Section 13;

THENCE South 87° 11' 22" East continuing along the Southerly line of Maplewood Acres Annexation a distance of 30.04 feet to the Easterly Right of Way line of Weld County Road 13;

THENCE South 00° 02' 15" East along said Easterly Right of Way line a distance of 2616.36 feet;

THENCE South 00° 02' 29" East continuing along said Easterly Right of Way line a distance of 2648.03 feet to the POINT OF BEGINNING.

TOTAL REZONED AREA for the Podtburg Rezone is 462.35 acres, more or less (±).

APPROVAL CERTIFICATE:

Approved by the Planning and Zoning Commission, Town of Johnstown, Colorado, this ____ day of _____, 20__.

CHAIR, PLANNING AND ZONING COMMISSION

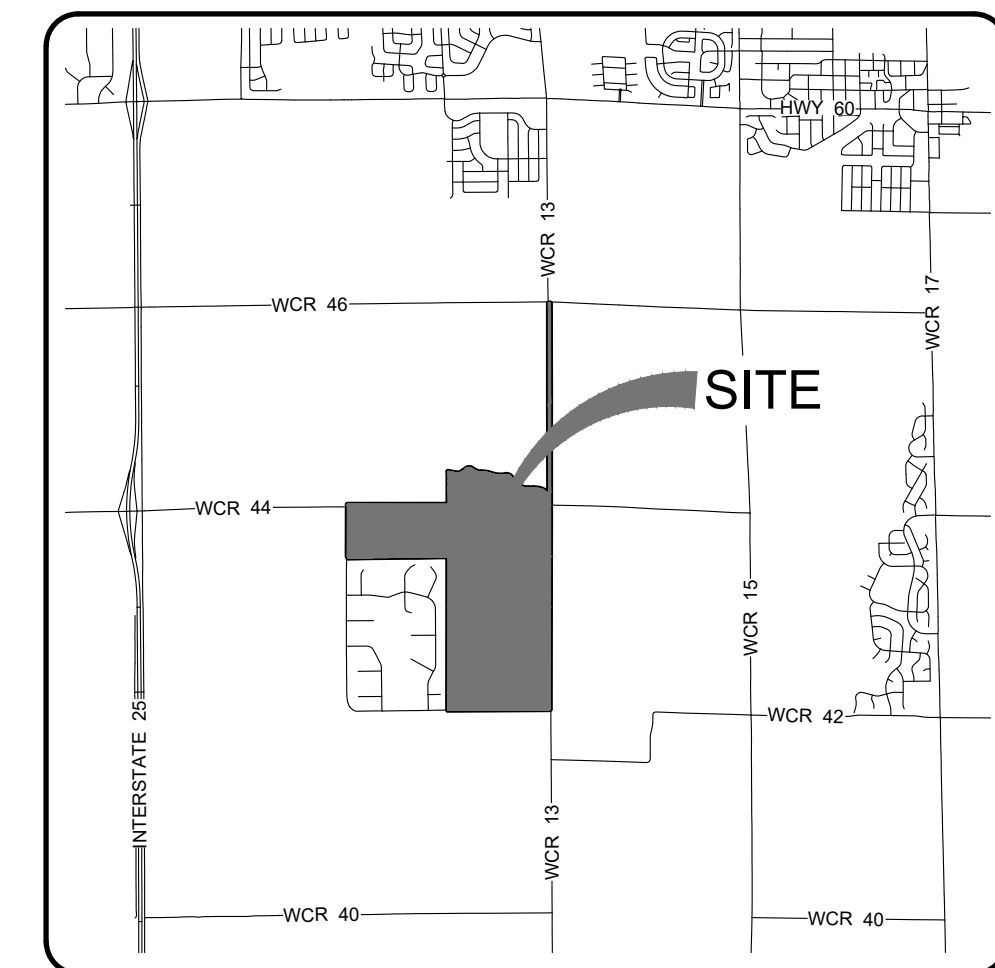
Approved by the Town Council, Town of Johnstown, Colorado, this ____ day of _____, 20__.

Gary Lebsack, Mayor

The foregoing plat is approved for filing and accepted by the Town of Johnstown, Colorado, this ____ day of _____, 20__.

ATTEST: _____

Town Clerk



VICINITY MAP SCALE: 1" = 5000'

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.

Table with 3 columns: SECTION: S13, 24, 25, 67, 68, TOWNSHIP: 4 N, RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING logo and contact information: 970.229.4158, northernengineering.com, FORT COLLINS, CO, North Inland Street, Suite 100, 80521, GREELEY, 82038th Street, 80633

Table with 4 columns: PROJECT: 1659-001, DATE: 03/13/2020, CLIENT: N.A., SCALE: N.A., DRAWN BY: A. Lund, REVIEWED BY: S. Lund

ESTABLISHMENT OF ZONING MAP S18, 19, 30-T4N-R67W & S13, 24, 25-T4N-R68W WELD COUNTY, STATE OF COLORADO

Sheet 1 Of 2 Sheets

DRAFT 8-21-20 PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

For and on Behalf of Northern Engineering Services, Inc. Steven A. Lund Colorado Registered Professional Land Surveyor No. 34995

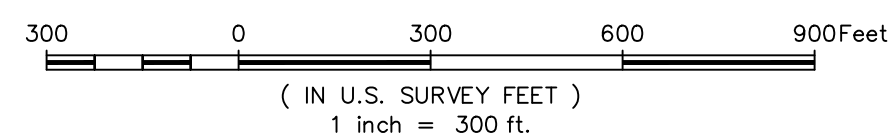
ESTABLISHMENT OF ZONING MAP

TO THE TOWN OF JOHNSTOWN

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 18, THE WEST HALF OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST, AND A PORTION OF THE SOUTH HALF OF SECTION 13, A PORTION OF SECTION 24 AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	45°56'32"	115.39	92.52	N77°50'10"E	90.07
C2	66°21'24"	124.38	144.05	N88°02'19"E	136.13
C3	34°15'17"	193.24	115.53	S75°54'48"E	113.82
C4	21°42'34"	753.31	285.43	S82°11'10"E	283.73
C5	27°03'40"	800.39	378.03	S84°51'55"E	374.53
C6	60°07'42"	171.12	179.58	S68°19'54"E	171.45
C7	14°31'38"	231.16	58.61	S45°31'53"E	58.45
C8	33°39'29"	183.32	107.69	S69°37'20"E	106.15
C9	8°04'13"	937.08	131.99	N89°30'49"E	131.88
C10	41°20'12"	498.28	359.49	S73°51'12"E	351.74

LINE	LENGTH	BEARING
L1	29.74'	S00°06'37"W
L2	29.74'	S89°36'32"W
L3	30.00'	N00°23'48"W
L4	152.81'	N89°44'34"W
L5	68.31'	S88°54'36"W
L6	351.36'	S88°58'33"W
L7	225.35'	S88°41'39"W
L8	121.90'	S89°11'58"W
L9	155.18'	S89°47'15"W
L10	451.60'	S89°38'59"W
L11	423.45'	S89°26'24"W
L12	649.81'	S89°05'24"W
L13	43.07'	N00°03'04"E
L14	20.00'	S89°56'54"W
L15	251.09'	S79°11'49"E
L16	181.87'	N54°51'44"E
L17	133.41'	S58°46'59"E
L18	117.93'	S38°16'02"E
L19	176.69'	S52°47'41"E
L20	88.57'	S86°27'04"E
L21	63.29'	S53°11'05"E
L22	30.00'	N89°54'46"E
L23	30.04'	S87°11'22"E

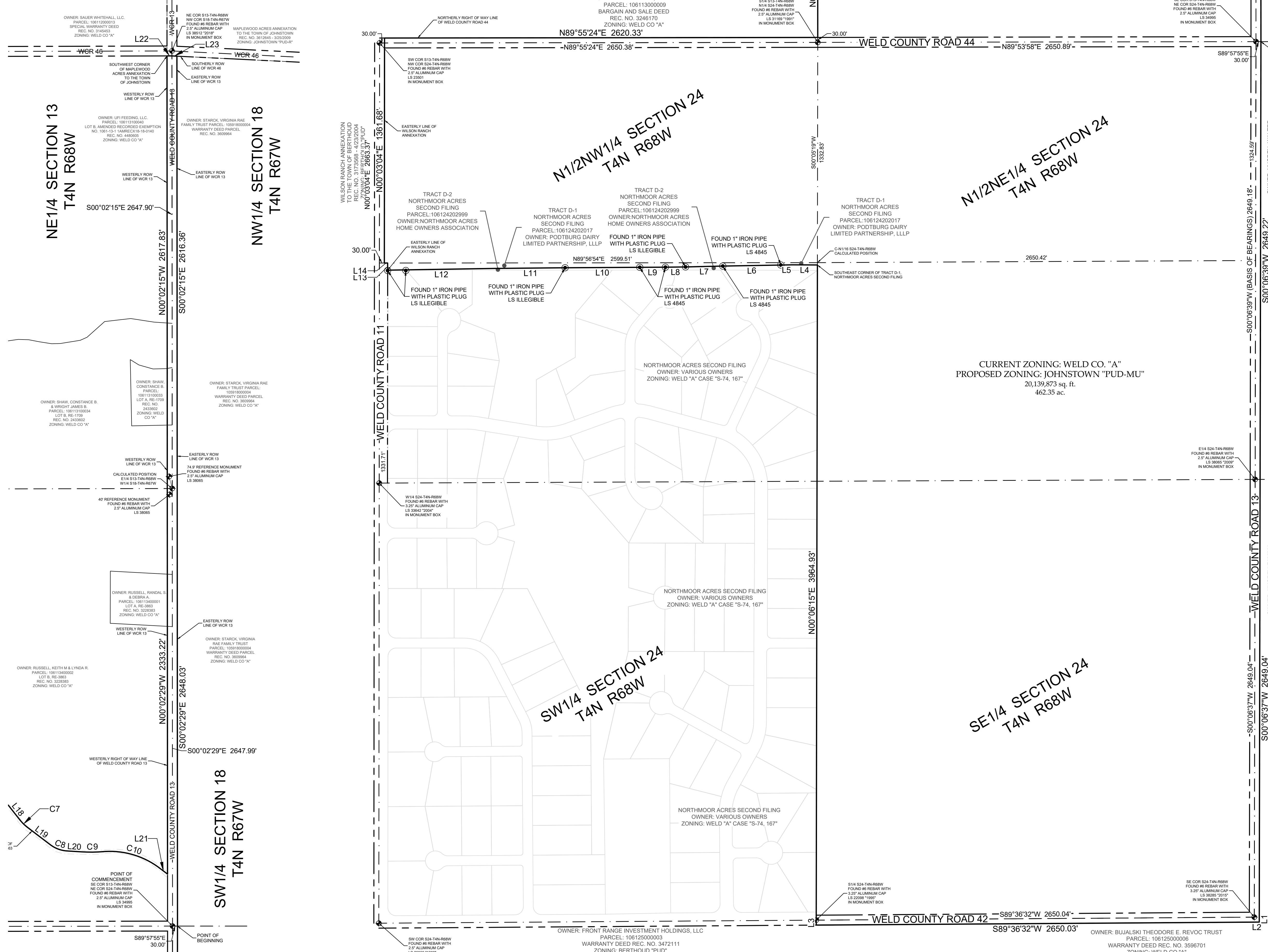


SYMBOL LEGEND	
	CALCULATED POSITION
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER AS DESCRIBED

LINE LEGEND	
	RIGHT OF WAY LINE
	SECTION LINE
	BOUNDARY LINE
	LOT LINE
	EASEMENT LINE

PRELIMINARY

Steven A. Lund
Registered Professional Land Surveyor
Colorado Registration No. 34995
For and on behalf of Northern Engineering Services, Inc.



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: 24, 25, 630
TOWNSHIP: 4 N
RANGE: 67 & 68 W (6th PM)

NORTHERN ENGINEERING

970.223.4158
970.223.4158
GREGORY, 820 8th Street, Suite 100, BOULDER, CO 80501

DATE: 03/13/2020
SCALE: 1" = 300'
REVIEWED BY: S. Lund

ESTABLISHMENT OF ZONING MAP

S18,19,30-T4N-R67W & S13,24,25-T4N-R68W

WELD COUNTY, STATE OF COLORADO

Sheet
2
Of 2 Sheets

OUTLINE DEVELOPMENT PLAN PODTBURG PROPERTY

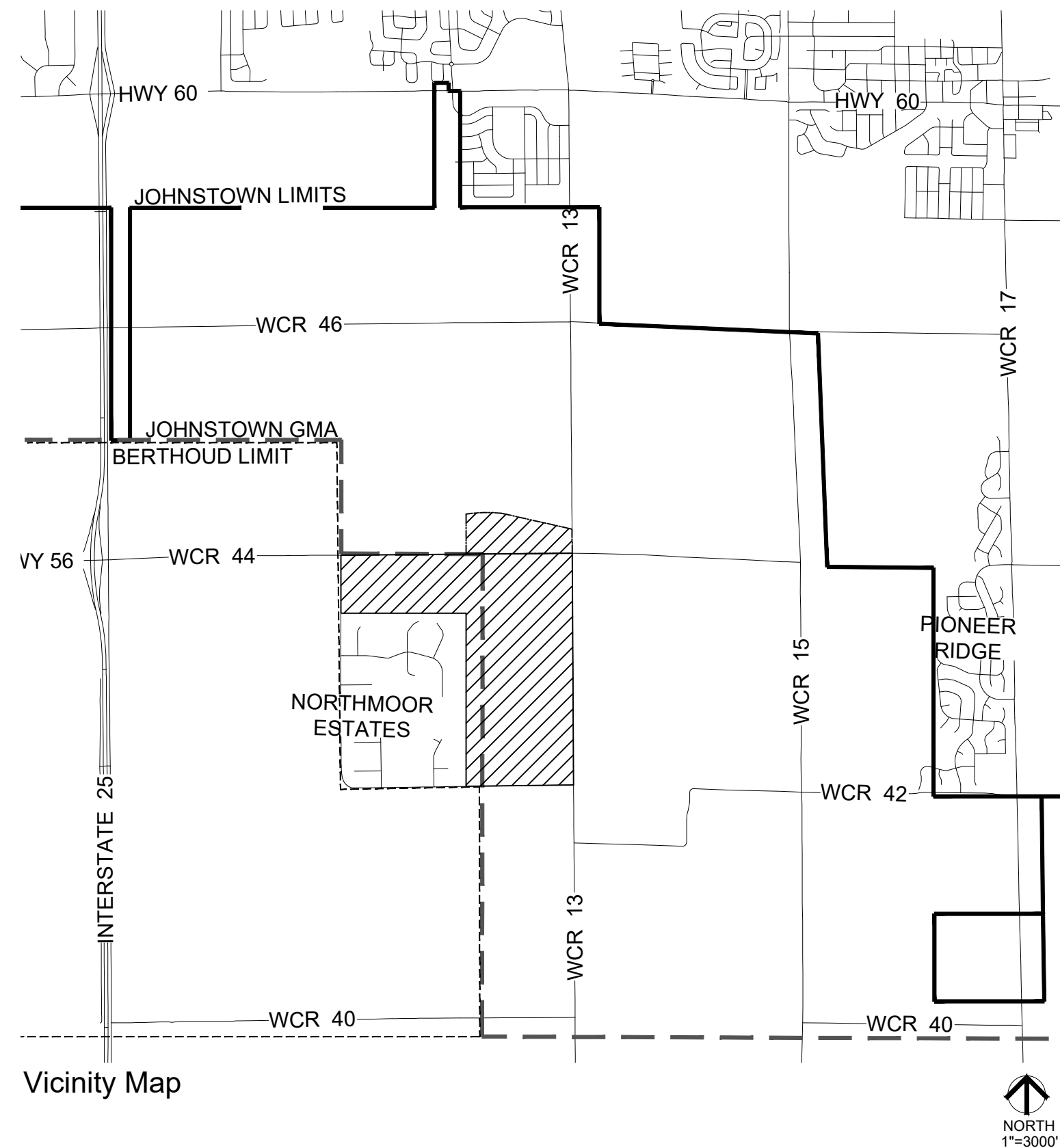
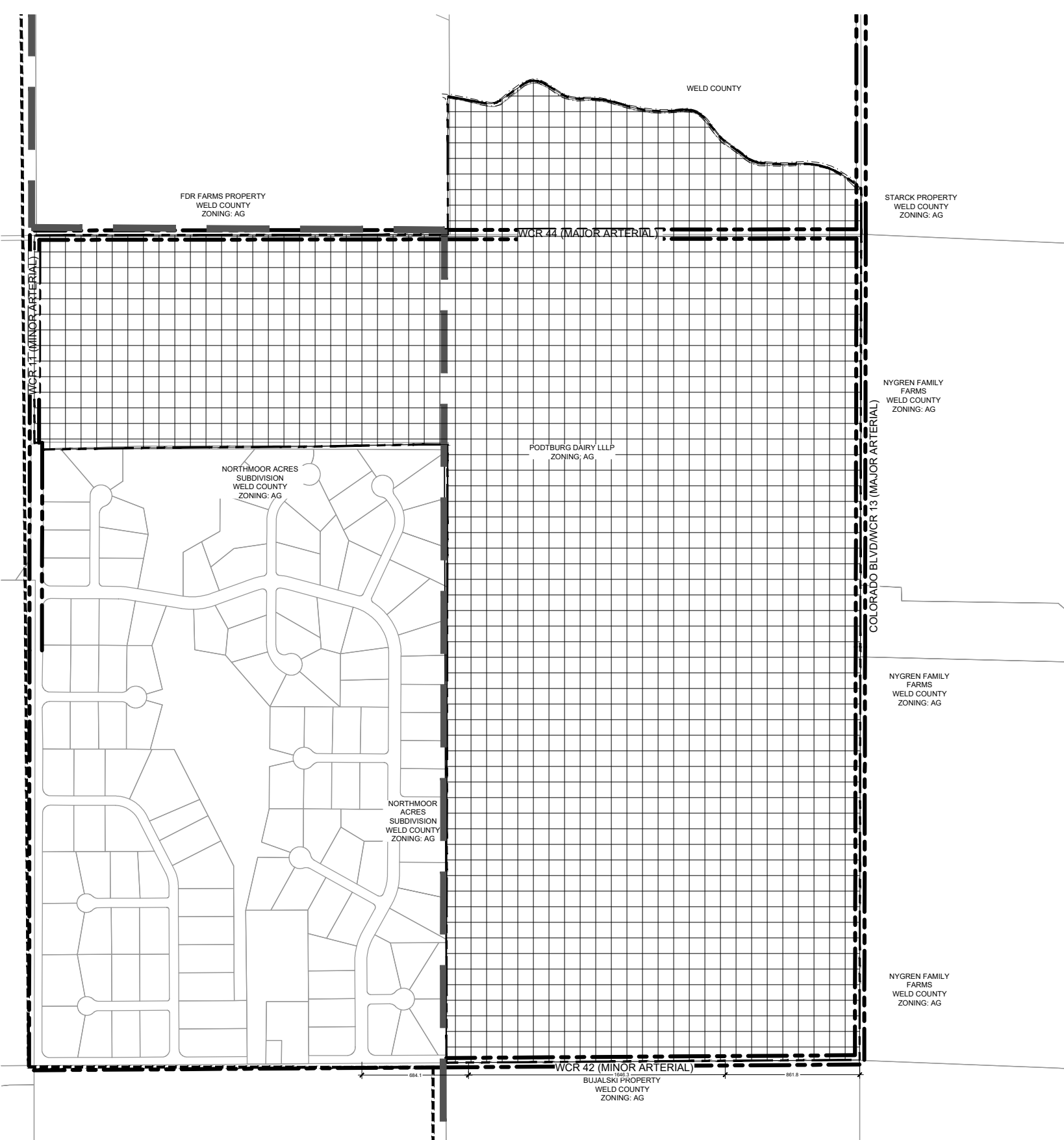
A PARCEL OF LAND BEING THE EAST HALF OF SECTION TWENTY-FOUR (24), THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR (24) AND TRACT D-1 OF THE NORTHMOOR ACRES SECOND FILING IN THE WEST HALF OF SECTION TWENTY-FOUR (24), AND ALSO BEING THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13) LYING SOUTHERLY OF WHAT IS KNOWN AS THE HILLSBORO EXTENSION DITCH, ALL IN TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.), SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO



Legal Description:

A PARCEL OF LAND BEING THE EAST HALF OF SECTION TWENTY-FOUR (24), THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR (24) AND TRACT D-1 OF THE NORTHMOOR ACRES SECOND FILING IN THE WEST HALF OF SECTION TWENTY-FOUR (24), AND ALSO BEING THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13) LYING SOUTHERLY OF WHAT IS KNOWN AS THE HILLSBORO EXTENSION DITCH, ALL IN TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.), SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO

Existing Zoning:



Vicinity Map

Approvals:

PODTBURG DAIRY L.L.C., A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER(S) OF THE PROPERTY LOCATED IN THE TOWN OF JOHNSTOWN, COUNTY OF WELD, AND STATE OF COLORADO, DO HEREBY SUBMIT THIS OUTLINE DEVELOPMENT PLAN AND AGREE TO PERFORM UNDER THE TERMS NOTED HEREIN.

BY: _____
NAME: _____
TITLE: _____

PLANNING AND ZONING COMMISSION
THIS OUTLINE DEVELOPMENT PLAN TO BE KNOWN AS _____ WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____

TOWN COUNCIL
THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS _____ IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____

BY: _____
MAYOR
ATTEST: _____
TOWN CLERK

Narrative/Operation Plan:

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE THE FRAMEWORK FOR THE PODTBURG PROPERTY DEVELOPMENT. A HIGH QUALITY RESIDENTIAL GOLF COMMUNITY IS ENVISIONED FOR THIS SITE. THE GOLF COURSE IS PLANNED AS A PUBLIC COURSE FOR THE BENEFIT OF BOTH THE HOMEOWNERS AND THE RESIDENTS OF THE TOWN OF JOHNSTOWN. THE COMMUNITY WILL BE PRIMARILY RESIDENTIAL WITH COMMERCIAL DEVELOPMENT LOCATED AT THE PRIMARY INTERSECTIONS.

THIS DEVELOPMENT HAS ARTERIAL ROADS LOCATED ON THE NORTH, SOUTH AND EAST BOUNDARIES OF THE PROPERTY. THE PROXIMITY TO AN ARTERIAL ROAD NETWORK WILL PROVIDE EXCELLENT ACCESS TO THE PROPERTY. THE DEVELOPMENT PARCELS ARE LOCATED AROUND THE PERIMETER OF THE PROPOSED GOLF COURSE WHICH WILL DISPERSE TRAFFIC THROUGHOUT THE SITE AND TO VARIOUS ACCESS POINTS.

THE PUD PROCESS WILL PROVIDE VARIOUS OPTIONS FOR THE SITE TO DEVELOP CREATIVELY. FLEXIBILITY IN LOT SIZES AND SETBACKS WILL ENCOURAGE CREATIVE HOUSING TYPES TO FIT MARKET DEMANDS, WHILE POTENTIALLY ALLOWING FOR ADDITIONAL SPACE TO BE ALLOCATED TO OPEN SPACE AND/OR PARKS. HIGH QUALITY HOUSING IS PROPOSED AS PART OF PEDESTRIAN FRIENDLY COMMUNITY SURROUNDED BY LARGE OPEN TRACTS FOR A GOLF COURSE.

General Notes:

- ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS, FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED 9 DU/AC. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
- GROSS DENSITY SHALL NOT EXCEED 5 DU/AC.
- AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY FROM THAT SHOWN.
- WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
- LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR PRIOR TO IMPLEMENTATION.

Development Phasing:

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

OWNER:
GREG PODTBURG
PODTBURG DAIRY L.L.P.
37905 WELD COUNTY ROAD 35
EATON, CO 80615
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Sheet Index:

SHEET 1	COVER SHEET
SHEET 2	OUTLINE DEVELOPMENT PLAN
SHEET 3	CONCEPT PLAN
SHEET 4	MASTER GRADING AND DRAINAGE PLAN
SHEET 5	MASTER GRADING AND DRAINAGE PLAN
SHEET 6	MASTER UTILITY PLAN
SHEET 7	MASTER UTILITY PLAN

PROJECT TITLE

PODTBURG PROPERTY
OUTLINE DEVELOPMENT PLAN

JOHNSTOWN, CO

PREPARED FOR

OWNER:
PODTBURG DAIRY PARTNERSHIP, L.L.P.

37905 WELD COUNTY ROAD 35
EATON, CO 80615

REVISIONS

REVISIONS	DATE
Staff Comments	6.29.20
Staff Comments	9.22.20
Staff Comments	10.9.20

DATE

MARCH 13, 2020

SHEET TITLE

Cover

SHEET INFORMATION

Sheet Number: 1

of: 4

SEAL

PROJECT TITLE

PODTBURG PROPERTY OUTLINE DEVELOPMENT PLAN

JOHNSTOWN, CO

PREPARED FOR

OWNER:
PODTBURG DAIRY PARTNERSHIP, LLLP

37905 WELD COUNTY ROAD 35
 EATON, CO 80615

REVISIONS DATE

Staff Comments	8.29.20
Staff Comments	9.22.20
Staff Comments	10.9.20

DATE

MARCH 13, 2020

SHEET TITLE

CONCEPT PLAN

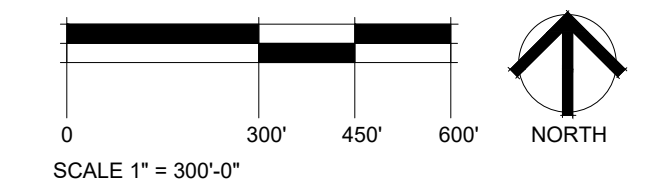
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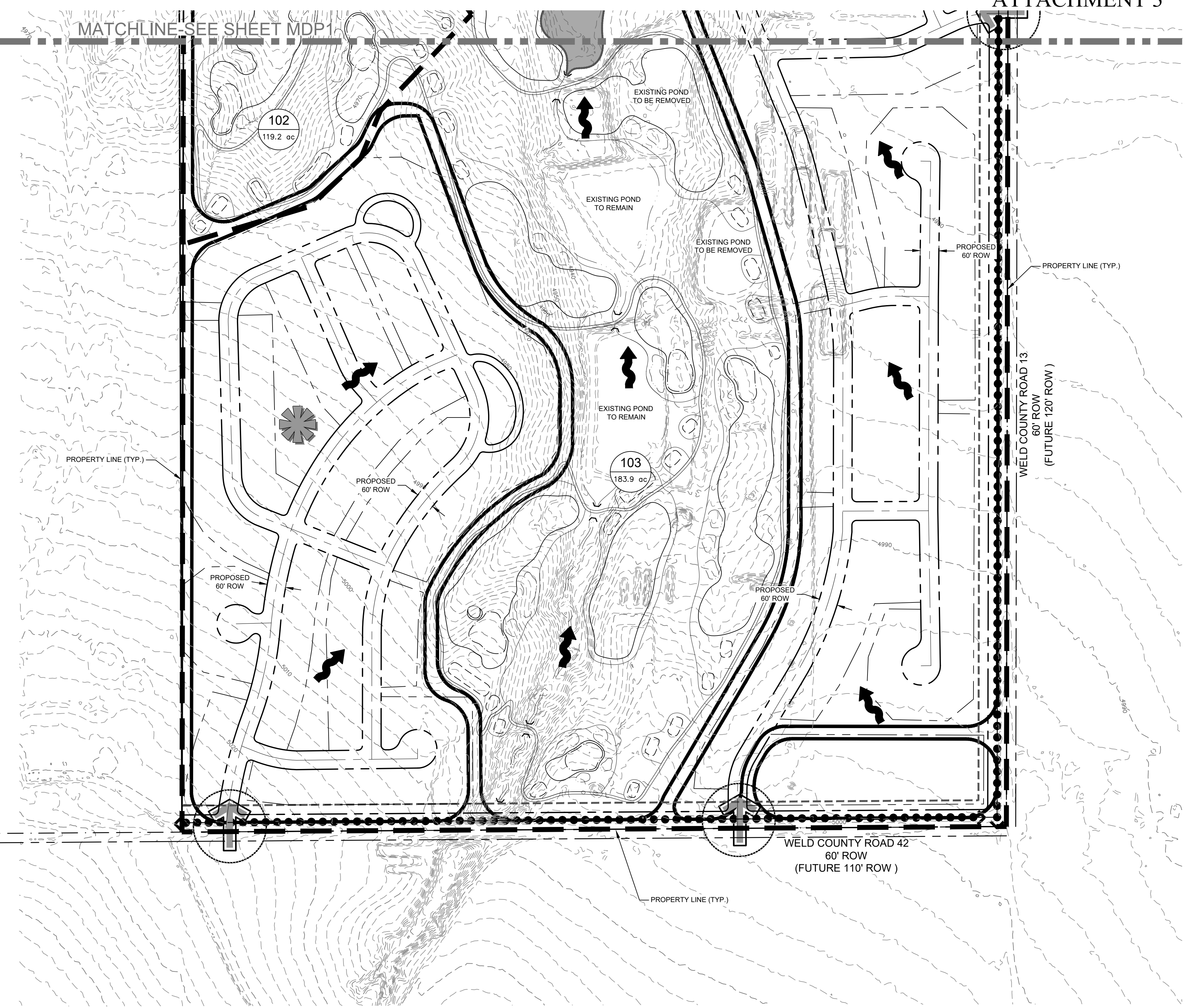
of: 4



NOTE:
 1. THIS IS AN ILLUSTRATIVE CONCEPTUAL PLAN TO SHOW HOW THE PROPERTY COULD DEVELOP, AS WELL AS INDICATE THE CURRENT OWNERS INTENT. ALL DETAILS SHOWN ARE CONCEPTUAL ONLY AND MORE DETAILED PLANS AND ENGINEERING ARE REQUIRED TO ENSURE COMPLIANCE WITH TOWN CODES, REGULATIONS AND STANDARDS.
 2. DIMENSIONS BETWEEN ACCESS POINTS ARE CONCEPTUAL. EXACT SPACING TO BE DETERMINED AT PLATTING.



MATCHLINE SEE SHEET MDP1

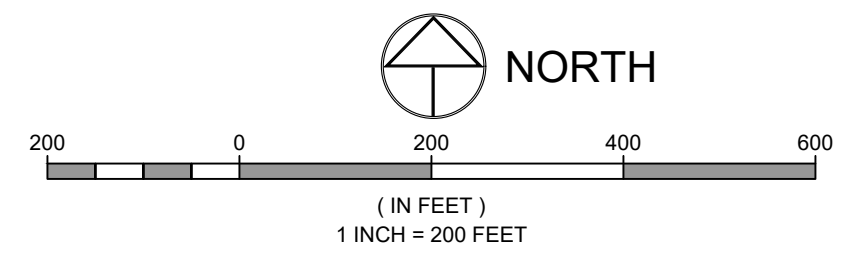


LEGEND:

- PROPOSED CONTOUR - 9.3
- EXISTING CONTOUR - 495.3
- PROPOSED SWALE
- PROPERTY BOUNDARY
- PROPOSED LOTLINE
- EASEMENT LINE
- FLOW ARROW
- DRAINAGE BASIN LABEL B2
1.45 ac
- DRAINAGE BASIN BOUNDARY
- COMMUNITY TRAIL
- 10' CONCRETE TRAIL
- PRIMARY GREENWAY
- ACCESS POINT - FULL MOVEMENT
- ACCESS POINT - RIGHT IN/RIGHT OUT
- POSSIBLE PARK LOCATIONS

NOTES:

1. REQUIRED DETENTION VOLUMES AND PEAK DISCHARGE RATES WERE CALCULATED USING EPA SWMM AND THE RAINFALL INTENSITY DATA PROVIDED IN THE TOWN OF JOHNSTOWN STORM DRAINAGE CRITERIA.
2. THE EXACT SIZES AND LOCATIONS OF DETENTION FACILITIES WILL BE DETERMINED DURING THE FINAL PLAT AND CONSTRUCTION DOCUMENT PROCESS WITH THE TOWN OF JOHNSTOWN.
3. FLOW ARROWS DEPICT THE ANTICIPATED PROPOSED GRADING PLAN.



Revisions:
Date:

REVIEW SET
10/17/2020

NOT FOR CONSTRUCTION

No.
These drawings are instruments of service provided by Northern Engineering Services, Inc. in any type of construction unless signed and sealed by the employ of Northern Engineering Services, Inc.

**NORTHERN
ENGINEERING**

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401 North Haves Street, Suite 100, 8021
Greeley, CO 80631

PROJECT: 1659-C01

DESIGNED BY: D. Weber

DRAWN BY: D. Weber

DATE: 10/12/2020

SCALE: 1" = 200'

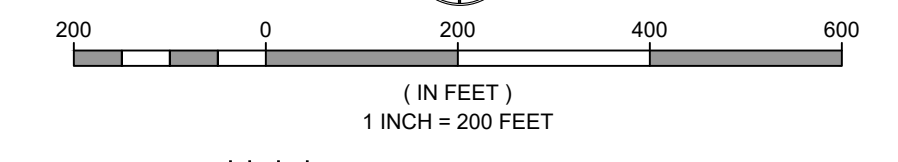
REVIEWED BY: D. Weber

PODDBURG PROPERTY OUTLINE DEVELOPMENT PLAN
MASTER GRADING AND DRAINAGE PLAN

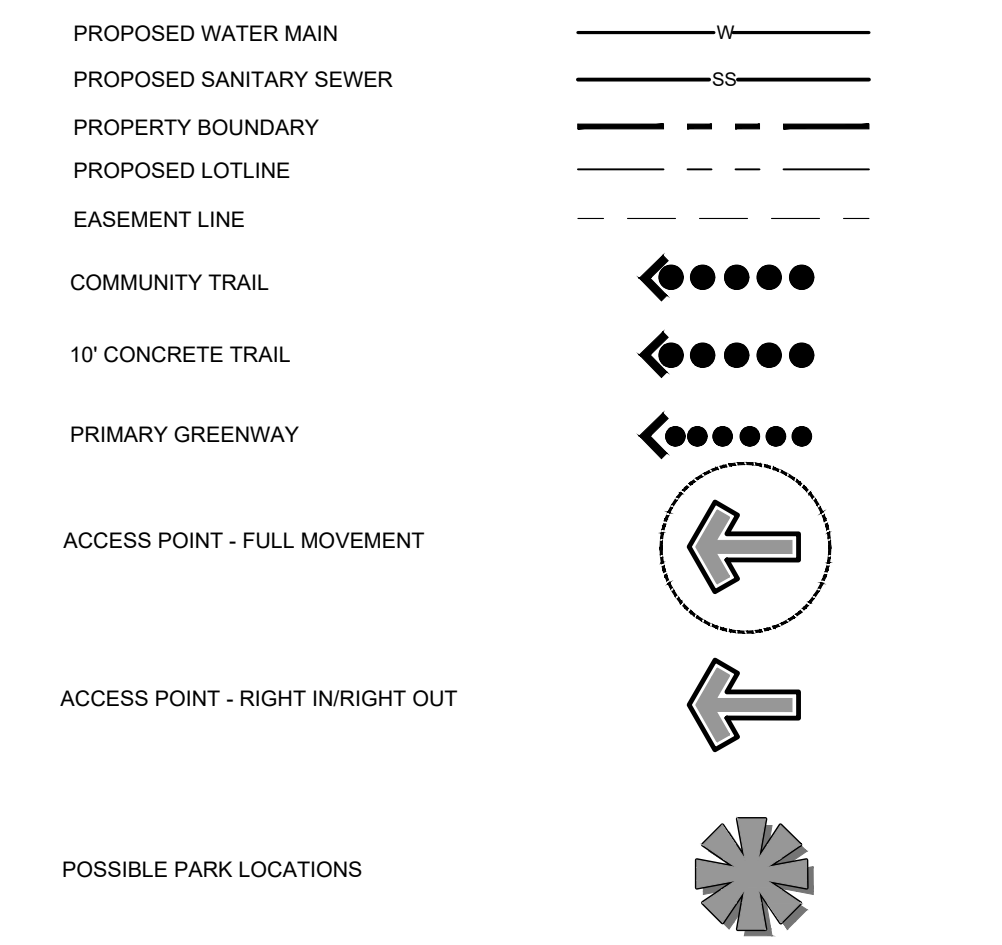
Sheet
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5 of 7
68

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LEGEND:



NOTES:

1. UTILITY MAINS AND LIFT STATION ARE SHOWN FOR SCHEMATIC PURPOSES. FINAL LOCATIONS AND SIZES WILL BE DETERMINED DURING THE FINAL PLAT AND CONSTRUCTION DOCUMENT PROCESS WITH THE TOWN OF JOHNSTOWN.
2. THE FUTURE WATER MAIN ALONG WCR 13 IS TO BE PROVIDED BY THE TOWN OF JOHNSTOWN IN ACCORDANCE WITH THEIR WATER MASTER PLAN. THE EXACT LOCATION OF THE FUTURE WATER MAIN IS TO BE DETERMINED.

WATER AND WASTEWATER CALCULATIONS:

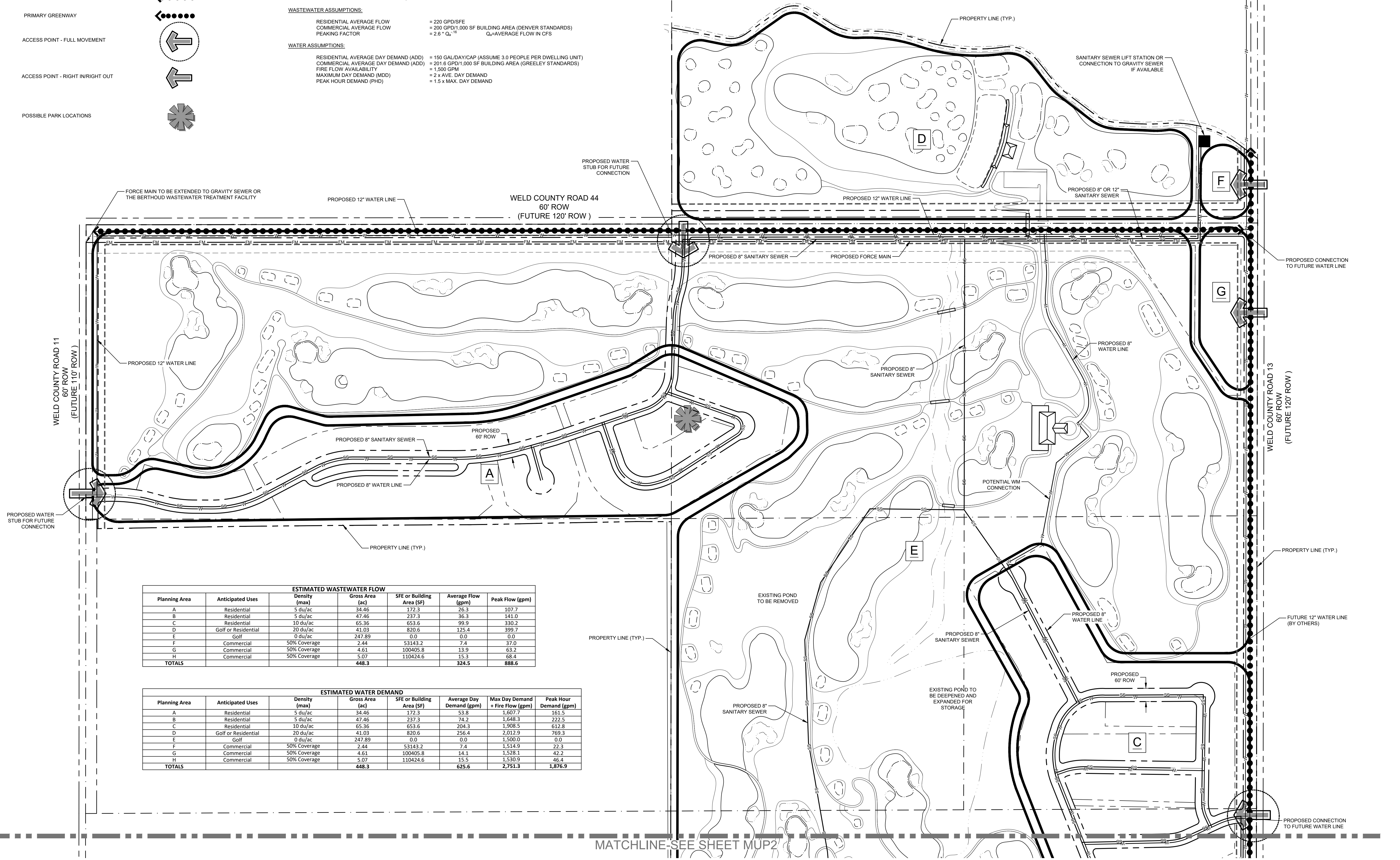
IT IS ASSUMED THAT RAW WATER WILL BE PROVIDED FOR IRRIGATION OF THE PODTBURG DEVELOPMENT, INCLUDING SINGLE-FAMILY HOMES AND COMMERCIAL AREAS. THEREFORE, THE WATER DEMANDS ARE ASSUMED TO MATCH THE WASTEWATER FLOWS.

WASTEWATER ASSUMPTIONS:

RESIDENTIAL AVERAGE FLOW	= 220 GPD/SFE
COMMERCIAL AVERAGE FLOW	= 200 GPD/1,000 SF BUILDING AREA (DENVER STANDARDS)
PEAKING FACTOR	= 2.6 * Q _{av} ^{0.16}
	Q _{av} =AVERAGE FLOW IN CFS

WATER ASSUMPTIONS:

RESIDENTIAL AVERAGE DAY DEMAND (ADD)	= 150 GAL/DAY/CAP (ASSUME 3.0 PEOPLE PER DWELLING UNIT)
COMMERCIAL AVERAGE DAY DEMAND (ADD)	= 201.6 GPD/1,000 SF BUILDING AREA (GREELEY STANDARDS)
FIRE FLOW AVAILABILITY	= 1,500 GPM
MAXIMUM DAY DEMAND (MDD)	= 2 x AVE. DAY DEMAND
PEAK HOUR DEMAND (PHD)	= 1.5 x MAX. DAY DEMAND



ESTIMATED WASTEWATER FLOW						
Planning Area	Anticipated Uses	Density (max)	Gross Area (ac)	SFE or Building Area (SF)	Average Flow (gpm)	Peak Flow (gpm)
A	Residential	5 du/ac	34.46	172.3	26.3	107.7
B	Residential	5 du/ac	47.46	237.3	36.3	141.0
C	Residential	10 du/ac	65.36	653.6	99.9	330.2
D	Golf or Residential	20 du/ac	41.03	820.6	125.4	399.7
E	Golf	0 du/ac	247.89	0.0	0.0	0.0
F	Commercial	50% Coverage	2.44	53143.2	7.4	37.0
G	Commercial	50% Coverage	4.61	100405.8	13.9	63.2
H	Commercial	50% Coverage	5.07	110424.6	15.3	68.4
TOTALS			448.3		324.5	888.6

ESTIMATED WATER DEMAND							
Planning Area	Anticipated Uses	Density (max)	Gross Area (ac)	SFE or Building Area (SF)	Average Day Demand (gpm)	Max Day Demand + Fire Flow (gpm)	Peak Hour Demand (gpm)
A	Residential	5 du/ac	34.46	172.3	53.8	1,607.7	161.5
B	Residential	5 du/ac	47.46	237.3	74.2	1,648.3	222.5
C	Residential	10 du/ac	65.36	653.6	204.3	1,908.5	612.8
D	Golf or Residential	20 du/ac	41.03	820.6	256.4	2,012.9	769.3
E	Golf	0 du/ac	247.89	0.0	0.0	1,500.0	0.0
F	Commercial	50% Coverage	2.44	53143.2	7.4	1,514.9	22.3
G	Commercial	50% Coverage	4.61	100405.8	14.1	1,528.1	42.2
H	Commercial	50% Coverage	5.07	110424.6	15.5	1,530.9	46.4
TOTALS			448.3		625.6	2,751.3	1,876.9

DATE: 10/12/2020
 Revisions:
REVIEW SET
NOT FOR CONSTRUCTION
 10/17/2020

These drawings are instruments of service provided by Northern Engineering Services, Inc. in any type of construction unless signed and sealed by the employ of Northern Engineering Services, Inc.

NORTHERN ENGINEERING
 NE
 970.221.4158
 northernengineering.com
 400 COLLEGE, 301 North Hovea Street, Suite 100, 80521
 GREELEY, CO 80639

PROJECT: 1659-C01	DATE: 10/12/2020
DESIGNED BY: D. Weber	SCALE: 1"=200'
DRAWN BY: D. Weber	REVIEWED BY: D. Weber

PODTBURG PROPERTY OUTLINE DEVELOPMENT PLAN
MASTER UTILITY PLAN

DRAWING FILENAME: P:\1659-C01\1659-C01_MUP.dwg LAYOUT NAME: MUP1 DATE: Oct 12, 2020 11:11am CAD OPERATOR: Henry LIST OF SHEETS: [1659-C01_MUP] [1659-C01_MUP1] [1659-C01_MUP2] [1659-C01_MUP3] [1659-C01_MUP4] [1659-C01_MUP5] [1659-C01_MUP6] [1659-C01_MUP7] [1659-C01_MUP8] [1659-C01_MUP9] [1659-C01_MUP10] [1659-C01_MUP11] [1659-C01_MUP12] [1659-C01_MUP13] [1659-C01_MUP14] [1659-C01_MUP15] [1659-C01_MUP16] [1659-C01_MUP17] [1659-C01_MUP18] [1659-C01_MUP19] [1659-C01_MUP20] [1659-C01_MUP21] [1659-C01_MUP22] [1659-C01_MUP23] [1659-C01_MUP24] [1659-C01_MUP25] [1659-C01_MUP26] [1659-C01_MUP27] [1659-C01_MUP28] [1659-C01_MUP29] [1659-C01_MUP30] [1659-C01_MUP31] [1659-C01_MUP32] [1659-C01_MUP33] [1659-C01_MUP34] [1659-C01_MUP35] [1659-C01_MUP36] [1659-C01_MUP37] [1659-C01_MUP38] [1659-C01_MUP39] [1659-C01_MUP40] [1659-C01_MUP41] [1659-C01_MUP42] [1659-C01_MUP43] [1659-C01_MUP44] [1659-C01_MUP45] [1659-C01_MUP46] [1659-C01_MUP47] [1659-C01_MUP48] [1659-C01_MUP49] [1659-C01_MUP50] [1659-C01_MUP51] [1659-C01_MUP52] [1659-C01_MUP53] [1659-C01_MUP54] [1659-C01_MUP55] [1659-C01_MUP56] [1659-C01_MUP57] [1659-C01_MUP58] [1659-C01_MUP59] [1659-C01_MUP60] [1659-C01_MUP61] [1659-C01_MUP62] [1659-C01_MUP63] [1659-C01_MUP64] [1659-C01_MUP65] [1659-C01_MUP66] [1659-C01_MUP67] [1659-C01_MUP68] [1659-C01_MUP69] [1659-C01_MUP70] [1659-C01_MUP71] [1659-C01_MUP72] [1659-C01_MUP73] [1659-C01_MUP74] [1659-C01_MUP75] [1659-C01_MUP76] [1659-C01_MUP77] [1659-C01_MUP78] [1659-C01_MUP79] [1659-C01_MUP80] [1659-C01_MUP81] [1659-C01_MUP82] [1659-C01_MUP83] [1659-C01_MUP84] [1659-C01_MUP85] [1659-C01_MUP86] [1659-C01_MUP87] [1659-C01_MUP88] [1659-C01_MUP89] [1659-C01_MUP90] [1659-C01_MUP91] [1659-C01_MUP92] [1659-C01_MUP93] [1659-C01_MUP94] [1659-C01_MUP95] [1659-C01_MUP96] [1659-C01_MUP97] [1659-C01_MUP98] [1659-C01_MUP99] [1659-C01_MUP100]

MATCHLINE-SEE SHEET MUP2



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	Item #1: Public Hearing of Podtburg Annexations #1 - 5 Item #2: Public Hearing of Podtburg Annexation Establishment of Zoning
DESCRIPTION:	Proposed annexation of 462.35 acres with ODP for PUD-MU zoning
LOCATION:	Portions of section 18, 19, & 30 of Township 4 North, Range 67 West; and portions of section 13, 23, & 25 of Township 4 North, Range 68 West.
APPLICANT:	Podtburg Dairy, LLLP
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	October 14, 2020

BACKGROUND & SUMMARY

The applicant, Podtburg Dairy LLLP, is requesting a series of five individual annexations totalling 462.35 acres of land located in portions of sections 18, 19, & 30 of Township 4 North, Range 67 West, and portions of sections 13, 23, & 25 of Township 4 North, Range 68 West. Petitioner is proposing annexation of Weld County Rd. 13 (Colorado Blvd.) from current Town limits at the corner of Weld County Rd. 13 and Weld County Rd. 46, south to Weld County Rd. 13 and Weld County Rd. 44. The applicant is additionally requesting the zoning designation PUD-MU (Planned Unit Development – Mixed Use) for the property with an Outline Development Plan (ODP).

The subject property is bordered on all sides by unincorporated Weld County, except for the portion to the northwest, which borders the Town of Berthoud. Zoning on the lands within Berthoud is PUD (Planned Unit Development). Zoning on the all other surrounding properties is AG (Agricultural).

Surrounding land uses are mostly agricultural. The exception is the properties which lay to the southwest of the quarter section,. Northmoor Acres, situated directly to the west, is a large-lot residential subdivision in unincorporated Weld County with 102 single family homes.

As noted above this is a “serial” annexation, meaning it is achieved by annexing mutple pieces of property in immediate succession, each which must meet state statute requirements in CRS 31-21-104.

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ATTACHMENT 4

HISTORY

Historically, there have been two uses for the overall property. Prior to the Podtburg's purchasing a majority of the property in the late 1990's, the area was used for farming. The only exception is the former Knutson Home on the property, owned by the Podtburg's as of July, 2020. This was historically used as a residence. The Podtburg Dairy operations moved from further north to its present location. As part of the land use applications for their dairy operations, the Podtburgs applied for a Use By Special Review (USR) in Weld County. This USR, USR-1258, was approved by Weld County in August, 2001. The property has been used as a dairy since that time.

In 2019, the Town of Johnstown initiated an update to their growth management area (GMA) and 2001 comprehensive plan land use map (Case #CPA19-001). This update made two important changes to the subject property. First, added approximately 81 acres of property north of Northmoor Acres to the Johnstown GMA. Second, it reclassified all of the subject property south of Weld County Road 44 from "Conservation-oriented Agricultural / Large Lot Residential" to "Residential Mixed Use". This change was made to the Land Use Framework Plan contained in the 2006 Johnstown Comprehensive Plan Update. These changes were approved by Town Council on November 4, 2019, by way of Resolution 2019-22.

ATTACHMENTS

- 1-Vicinity Map
- 2- Application & Petition
- 3-Annexation Map
- 4-Zoning Map
- 5-Neighborhood Meeting Summary

NOTICE

A notice informing adjacent property owners of their possible eligibility for annexation was sent out on September 11, 2020. Said notice was sent because this annexation utilizes annexation of right-of-way to satisfy contiguity requirements of Colorado Revised Statutes, and CRS 31-12-105(e.3) requires such notification.

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 24, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

On Monday, September 21, Town Council passed Resolution 2020-27, finding the proposed annexation in substantial compliance with Colorado Revised Statutes and the Colorado Constitution. This resolution set the public hearing date for the proposed annexation as Monday, November 2, 2020.

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Notice for the November 2nd Town Council hearing was published in the local newspaper of widest circulation, the Johnstown Breeze, beginning on Thursday, October 1, 2020. This notice provides the date, time, and location of the Town Council hearing, as well as a description of the project. This notice, along with a copy of Resolution 2020-27, is published in the Johnstown Breeze for four (4) consecutive weeks. Notices will be mailed to all property owners within 500 feet of the property in question, including a map of the proposed annexation and zoning.

NEIGHBORHOOD MEETING

An online neighborhood meeting was held on Tuesday, September 29, 2020. Notice for said meeting was mailed to all property owners within 500 feet of the proposed annexation on Wednesday, September 16, 2020, advertising the meeting time and place. Town Staff and the Applicants team were present and roughly a dozen neighbors attended. See the neighborhood meeting summary (Attachment 5) for a summary of comments and concerns.

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 planned to be zoned and developed as urban-level development.
3. The property is located within the Town of Johnstown Growth Management Area.
4. The Town is capable of providing water, sewer, and police service to the property.
5. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

Johnstown Comprehensive Plan Alignment

P.2-5: The intersection of WCR 44 & WCR 13 is marked as a “village center”, in compliance with the commercial proposed at this intersection as part of this ODP.

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

This proposal will create a new village center and add green space and new neighborhoods.

Goal CF-2: Beautiful Town gateways and entries at major intersections – gateways.

The proposed annexation sits at the corner of WCR 13 (Colorado Blvd.) and WCR 44, which has a major interchange with I-25 just two (2) miles west. This intersection will be a gateway into town for those coming from that interchange. Additionally, this intersection, while not called out as a gateway in the 2006 Comprehensive Plan, will act as at least an interim southern gateway into town. The golf course

corner at WCR 11 and WCR 44 will also offer a distinct transition from future adjacent development and announce “arrival” to the Town from the west.

Goal DD-1: A diversified economic base with employment opportunities available to the region – district mix.

The proposed zoning for the property is MU-Mixed Use, which will allow for a mix of commercial uses. In addition, the golf course will provide unique jobs not currently seen within Johnstown.

Zoning

The current zoning for the property is AG-Agriculture in Weld County. The current zoning and use is subject to Weld County Use by Special Review (USR) number USR-1258, which allows for the operation of a dairy on the property. There are additional USR’s granted in the immediate vicinity, including USR-558 for a compressor station just north of the site along WCR 13, a dog kennel in adjacent Northmoor Acres as part of SUP-35, and a home business directly west-adjacent in Northmoor Acres for a home business (USR-1538).

The applicant requests zoning PUD-MU, upon annexation. The ODP would allow for a mix of residential uses across up to 188 acres (40.7%) of the property. There is no overall maximum density for the property. Densities will be controlled by individual planning area, which will establish maximum densities. Planning areas “A” and “B”, which directly abut existing Northmoor Acres, will have a density of no more than five (5) dwelling units per acre. Area “C”, located along Colorado Blvd. south of Weld County Road 44, will be allowed a density of up to ten (10) dwelling units per acre. The 41 acre “Area D,” north of County Road 44, is designated as either golf or residential use, and shall be allowed densities of at least 5 dwelling units per acre and not more than 20 dwelling units per acre. Area “D” will have increased density due to its proximity to a future major intersection in Johnstown, being Colorado Blvd. and Weld County Road 44.

The ODP also addresses the ability to transfer area and densities between planning areas, up to 30%, with maximum DU/Ac assigned to residential areas. That transfer-ability allows for some flexibility in terms of size and configuration, as more detailed design ensues with future development plans and platting. The ODP also allows for transfer of commercial acreage from planning area “H” to either planning area “F” or “G”, should that area develop as residential only.

Two areas at this Colorado Blvd. and WCR 44 intersection, totaling 12.12 acres of the proposed annexation, will be designated for commercial development. Additional commercial development is shown at the NW corner of WCR 42 and WCR 13. Commercial development at these intersections is supported by the fact that WCR 13 / Colorado Blvd. (as it is known in incorporated areas) is a major arterial, and a major north-south corridor through not just Johnstown, but Northern Colorado. In fact,

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Colorado Blvd. runs from 88th Ave. in Thornton to just north of Highway 392 in Windsor. These commercial uses will be limited to 50% lot coverage, and will require at least 20% landscape area coverage. The remaining 247.89 acres are devoted to use as a golf course.

As part of the annexation agreement, the petitioner has agreed to develop design guidelines for the property. These more detailed guidelines will be in conformance with this proposed ODP and will act as the legal zoning regulation for the property. Said guidelines shall be developed in conjunction with the subdivision and development plan review process for the property. All “individual development” projects (i.e., individual site planning for commercial, multi-family, or golf/clubhouse uses) within the proposed annexation area shall be subject to these future design guidelines. These projects shall require approval from a design review committee and the Johnstown Review Committee. Any development subject to these design guidelines shall require administrative approval only; no hearings before Planning & Zoning Commission will be required. Hearings on subdivisions and master development plans would still go to hearing, in compliance with current code requirements.

Development Standards

This ODP sets forth some basic development standards regarding setbacks, building heights, and lot sizes. More detailed design guidelines will be completed with the subdivision and development plan review process, as detailed above. Development standards for residential uses across all four residential planning areas will be consistent with one another. What will change between those planning areas is the allowed uses. In this way, impacts will be reduced to the existing Northmoor Acres, as lower densities are placed nearest that residential development. To further aid this reduction in impact, maximum height for attached single-family residential will be set at 30’, rather than the 35’ more typically seen in most residential developments.

Multi-family residential and commercial buildings require a bit more flexibility given their more-intense nature, and more prominent location. Such development will have a maximum height of 50’ by right, but will be able to apply for a Conditional Use Grant for buildings above 50’ and up to 70’ in height. Such a provision will allow for increases in height given the correct use and location, while having the ability to mitigate specific impacts. For example, the setback for buildings up to 50’ is 15’ from both property lines and arterial roadways. A Conditional Use Grant would allow staff to require additional setbacks or other buffering techniques, given the height of a building.

Infrastructure

Currently, there is no town water or sewer service to the property. The Town does have plans to construct a water main along WCR 13 in 2021, which will provide future service to the property.

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Sewer service will be provided by the Town of Berthoud, as part of an intergovernmental agreement dated 06/28/2005. This agreement allows for development constructed on this property to utilize capacity within the Berthoud's wastewater treatment system. The Town will work with the Applicant/Developer to install an eight (8) inch sewer line from Berthoud's sewer system to the site of the proposed annexation and development. Details of timing and financing of infrastructure will be addressed in the proposed annexation agreement, and subsequent development agreements, which are approved by Town Council.

Regarding transportation networks in the area there are both major and minor arterials that border this proposed annexation. As previously stated, Colorado Blvd. is the Town's most significant north-south arterial, traversing from Thornton to Windsor. Weld County Road 44, which intersects with Colorado Blvd. and runs along the northern edge of this proposed annexation. Weld County Road 44 has a major interchange at I-25 roughly two (2) miles to the west. As such, it is important to the town as a major arterial roadway, with an eventual buildout of four (4) lanes. These two roads are vitally important to connectivity and access not just to the southern portion of Johnstown, but to the entire Town in general. Also of note are Weld County Roads 42 and 11. These roads are designated as minor arterials and provide secondary access to the proposed annexation to the south and west. Additionally, High Plains Blvd., CDOT's I-25 Parallel Arterial, is planned to the west of this proposed project.

Vesting of a "Site Specific Development Plan" (per CRS 24-68-101)

Petitioner has requested vesting in excess of the typical three (3) year vesting provided under Colorado Revised Statutes. Petitioner has requested 15 years of vesting for the development and planning of the site. Such vesting would preclude the Town from changing the zoning or allowed uses within the proposed annexation from this proposed ODP, for a period of 15 years. However, a property owner may apply to change the zoning or amend the ODP at any time, which would render the extended vesting period moot in that area, if changes are approved. This vesting is addressed in a proposed annexation / development agreement that will be discussed at Town Council as part of the overall annexation and zoning matters.

It is unusual for zoning to be vested, as a legislative action; however, there are details within the Outline Development Plan in terms of densities and design standards that are more typically subject to vesting, and that would be covered by that vesting period. In this case, the Applicant recognizes the long timeline for full build-out of this property, and wanted to ensure they are able to continue to move forward on their vision over the lifetime of the project.

Staff Concerns

Staff is concerned with the proposed golf use for the property. The application is proposing a golf course as primary focus of their overall development. Golf courses create great value on adjacent areas, may attract associated commercial uses, and most consider them to be quite attractive – they also utilize

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enormous amounts of water to keep them green and playable. With future development plans, Staff strongly encourages specific efforts at water conservation and incorporating natural areas and alternative landscaping adjacent to the course. Golf courses also utilize many chemicals for fertilizing to keep the grounds attractive and playable. These chemicals can create harmful runoff that infiltrates surface water and can have dramatic negative effects on surface water and aquatic life. The operations of the future course should work with the Town to ensure appropriate water quality treatment, and state-of-the-art treatments to avoid unnecessary impacts on the water shed. And, while a golf course is no doubt attractive, there are potential social equity issues with any such development; namely whether or not it will be public or private, and the cost of membership, and other considerations. The Town certainly permits a golf course as a use; Staff would appreciate any considerations to ensure this “community amenity” can indeed be reasonably enjoyed by our entire community, and be designed and operated to the best benefit of adjacent waterways and wildlife.

Staff is further concerned with zoning of portions of the property. The intersections of WCR 13 & 44 and WCR 13 & 42 are future major intersections for the Town, especially WCR 13 & 44, with its direct access to I-25 two (2) miles to the west. The small amount of commercial zoning at these intersections is concerning largely due to the potential viability of these intersections as commercial drivers and centers of activity. The Town may want to encourage larger-scale commercial or retail, vs low-density residential, at such vital intersections. The “transfer” clause in the ODP may assist somewhat with any commercial enterprise that wishes to expand beyond the current small acreage show; however, there is concern that residential could do the same and claim more “commercial” areas for residential use. Residential is often (relatively) easier and faster to develop and market; whereas commercial wants to see nearby residential in place prior to development. Protecting our vital intersections should be a consideration as the Town continues to develop. Density and scale of commercial and retail development at these intersections is important to the development of the south portion of Johnstown, and to Johnstown as a complete community.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Item #1 Annexation: Podtburg Annexations # 1-5

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the Podtburg Annexations #1-5 be approved based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town can adequately and efficiently provide utility and police services.

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4. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
5. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the Podtburg Annexation # 1-5 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the Podtburg Annexation # 1-5 based upon the findings as stated in the staff report.

Alternate Motions

- A. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of the Podtburg Annexation # 1-5 with the following conditions..."
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Podtburg Annexation # 1-5 based upon the following..."

Item #2 Zoning: Podtburg Annexation # 1-5 - Establishment of Zoning

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the requested zoning of PUD-MU for the Podtburg Annexation # 1-5 be approved based upon the following findings:

1. The proposed zoning is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed zoning and accompanying uses are the best use for the area, namely commercial uses at the major intersections.

Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for PUD-MU zoning for the Podtburg Annexation # 1-5 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of the request for PUD-MU zoning for the Podtburg Annexation # 1-5 based upon the 2 findings as stated in the staff report.

Alternate Motion

Motion to Deny: "I move that the Commission recommend to the Town Council denial of the request for PUD-MU zoning for the Podtburg Annexation # 1-5 based upon the following..."

Planner:

Reviewed by:



Darryll Wolnik

Kim Meyer

Planner II

Planning & Development Director

File Name: S:\PLANNING\2019 Land Use Projects\ANX20-001 Podtburg Annexation\Staff Report.docx



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	November 2, 2020
SUBJECT:	Ordinance 2020-186 regarding the Podtburg Annexation #1-#5 Annexation and Development Agreement (Case #ANX20-0001)
ACTION PROPOSED:	Consider Ordinance 2020-186 regarding the Podtburg Annexation #1-#5 Annexation and Development Agreement, on First Reading
ATTACHMENTS:	1 – Podtburg Annexation #1-#5 Annexation and Development Agreement
PRESENTED BY:	Kim Meyer, Planning & Development Director Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION:

A petition for the Podtburg Annexation Nos. 1-5, zoning to PUD-MU, and an Outline Development Plan (ODP) were submitted to the Town in February 2020. This property comprises approximately 462.35 acres of land, extending south from CR 46 and Colorado Blvd (CR 13), encompassing the CR 13 right-of-way, to CR 44 where the bulk of the proposed annexed lands sit to the north and south of CR 44, and west of CR 13. (See Attachment 1.)

In conjunction with the proposed annexation, Town Council may consider the attached Annexation and Development Agreement (“Agreement”). (See Attachment 2.) Because the applicant is seeking extended vested rights, as discussed below, the applicant requested that the Agreement be approved by ordinance.

In addition to the standard terms contained in the Town’s annexation agreements, the Agreement contains the following material terms:

- County Road 13 Water Improvements. The owner will pay a proportionate amount of the Town’s cost to install the County Road 13 water line improvements at each plat approval along with interest of 6%. *See Paragraph 15(a)*. If the owner has not obtained an initial plat approval within 5 years, the interest rate will increase to 9%. *See Paragraph 21*.
- Appurtenant Water. The water that is appurtenant to the property, to be dedicated at plat approvals, is New Ish Ditch and Highland Ditch water. The water may be used to operate a non-potable system on the property. *See Exhibit B*.
- Sewer Improvements. Pursuant to the Intergovernmental Agreement between the Town and Berthoud dated July 28, 2005, a petition will be filed with the North Front Range Water Quality Planning Association to modify the service area for Berthoud’s treatment plant to include the property. Upon approval and once development commences, the Town will extend a sewer line from the treatment plant to the property. *See Paragraph 15(c)*. The owner will reimburse the Town for the cost of the sewer line, and all related expenses, in a proportional amount at each plat approval along with interest of 6%. If the owner has not obtained plat approval for all the property within 5 years, the interest rate shall increase to 9%. *See Paragraph 21*.

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- **Fifteen Year Vesting.** The Johnstown Municipal Code and state statute provide for vesting of “site specific development plans,” meaning essentially that the right to develop pursuant to the approved plan will continue for the duration of the vesting period. Section 17-242 of the Code defines a “site specific development plan” as “a map, plat or site plan that has been submitted to the Town by a landowner’s representative describing the reasonable certainty, type and intensity of use for a specific parcel or parcels of property.” Site specific development plans generally vest for 3 years, but the owner has requested an extended vesting period for 15 years. Section 17-244 of the Code allows for extended vesting periods in a development agreement. State statute similarly provides for extended vesting in a development agreement if the agreement is legislatively adopted, which is why approval of the annexation agreement is sought by ordinance. *See* C.R.S. § 4-68-104(2). Because of the nature of the development, to include a golf course, to provide the owner with flexibility to sell portions of the proposed development to developers, and based on Town Staff’s extensive review of the Outline Development Plan, an extended vesting period for the annexation agreement and the Outline Development may be warranted. *See Paragraph 20.* Subsequent development approvals will not be subject to the extended vesting period unless the Town otherwise agrees at that time.
- **Recording.** An annexation is generally effective upon recordation of the ordinance. The owner has requested the right to withdraw the petition for annexation and all related documents if there is a legal challenge to the annexation and has asked the Town not to record the documents until after the expiration of the period within which a party may challenge the annexation. State statute provides that the right to challenge an annexation shall be brought within 60 days. C.R.S. § 31-12-116(2). *See Paragraph 23.*

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2020-186 regarding the Podtburg Annexation #1-#5 Annexation and Development Agreement, on First Reading.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Ordinance 2020-186 regarding the Podtburg Annexation #1-#5 Annexation and Development Agreement, on First Reading.

For Denial

I move that the Town Council deny approval of Ordinance 2020-186 regarding the Podtburg Annexation #1-#5 Annexation and Development Agreement, on First Reading.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-186**

**ORDINANCE APPROVING PODTBURG ANNEXATION #1-#5
ANNEXATION AND DEVELOPMENT AGREEMENT**

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, on November 2, 2020, the Town Council conducted a public hearing to consider a petition for annexation filed by Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership, and Mary M. Knutson, an individual, for property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres (“Property”); and

WHEREAS, subsequent to the public hearing, the Town Council adopted Ordinance No. 2020-185, annexing the Property; and

WHEREAS, in conjunction with the annexation, the Town and Podtburg Dairy Limited Partnership, LLLP, the property owner, negotiated and agreed upon an annexation and development agreement (“Agreement”); and

WHEREAS, the Agreement contains vested rights pursuant to Article XIII of Chapter 17 of the Johnstown Municipal Code and Article 68 of Title 24, C.R.S., as amended; and

WHEREAS, the Town Council has reviewed, and desires to approve, the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT: the Annexation and Development Agreement, Podtburg Annexation #1-#5, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A
ANNEXATION AND DEVELOPMENT AGREEMENT
PODTBURG ANNEXATION #1-#5

**ANNEXATION AND DEVELOPMENT AGREEMENT
PODTBURG ANNEXATION #1-#5**

THIS ANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this _____ day of November, 2020, by and between **Podtburg Dairy Limited Partnership, LLLP**, a Colorado limited liability limited partnership ("*Owner*"), and the **Town of Johnstown**, a home-rule municipal corporation of the State of Colorado ("*Town*") (collectively, the "*Parties*").

RECITALS:

WHEREAS, Owner owns 448.32 acres of real property more particularly described on **Exhibit A** attached hereto, incorporated herein, and made a part hereof ("*Property*"); and

WHEREAS, Owner desires to annex the Property to the Town and has executed a Petition for Annexation, dated February 28, 2020 ("*Petition*"),¹ a copy of which is on file with the Town Clerk; and

WHEREAS, contemporaneously with the Petition, Owner submitted a zoning application seeking Planned Use Development ("*PUD*") zoning, and an outline development plan (the "*ODP*"), identifying and illustrating the proposed land uses and intended development of the Property (collectively, the "*Zoning Application*"); and

WHEREAS, Owner intends to develop the Property for certain residential uses, including single family and attached dwelling units, along with certain non-residential uses, including small-scale commercial, a golf course, clubhouse and related amenities, all as further described in the Zoning Application (the "*Project*"); 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 the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements as contemplated in this Agreement, are directly related to and generated by the development of the Property; and

¹ The Property consists of 408.32 acres and two parcels collectively comprising 40 acres that were previously owned by Mary Knutson (the "*Knutson Property*") as of the date of the Petition. As of the date of this Agreement, Owner purchased the Knutson Property and is the sole owner of all of the property under the Petition.

WHEREAS, the Vested Property Rights Statute (as defined in Section 20) provides for the establishment of vested property rights in order to advance the purposes stated therein and, together with the Johnstown Municipal Code, authorizes the Town to enter into development agreements with landowners providing for vesting of property development rights for periods of greater than three years; and

WHEREAS, development of the Property in accordance with this Agreement will provide for orderly and well planned growth in accordance with the policies and goals set forth in the Johnstown Area Comprehensive Plan, stimulate economic growth within the Town, secure the reasonable investment-backed expectations of Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute; and

WHEREAS, in exchange for the foregoing benefits and the other benefits to the Town contemplated by this Agreement, together with the public benefits served by the orderly and well-planned development of the Property, Owner desires to proceed with development of the Property pursuant to the terms and conditions of this Agreement.

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 in this Agreement are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations, the Johnstown Area Comprehensive Plan, and the Municipal Annexation Act of 1965, C.R.S. §§ 31-12-101, *et seq.*, as amended ("*Annexation 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 include and 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 hereto. In the event of a lawful transfer of all or any portion of this Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property, provided that written notice is given to the Town as set forth in Section 34 of this Agreement.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to affect 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 Application and that the granting of such application, as modified and approved by Town Council, is a material consideration of the Owner's agreement to annex the Property to the Town. The Town specifically acknowledges and agrees that the Town's approval of a final, non-appealable ordinance zoning the Property to PUD is a condition precedent to the Owner's agreement to annex the Property. The Town agrees to consider the request for approval of the Zoning Application in accordance with all applicable ordinances and regulations of the Town.

7. **Non-Conforming Use.** The Town agrees to allow existing non-conforming agricultural use as a dairy farm at the current intensity of operation to continue until such time as the Property is platted or otherwise redeveloped. The current operations on the Property include twenty-two (22) existing structures as documented by Weld County Assessor records: three single family residences and agricultural/dairy buildings including shelters, barns, sheds, and silos, in addition to the associated cattle.

8. **Water and Sewer Demand Study.** In connection with the initial platting process for the Project, Owner shall submit to the Town a preliminary water and sewer demand analysis. It is expressly understood that the water demand analysis may include the use of a non-potable water system for the Project as further described in Section 10. The Parties recognize and agree that the estimate is preliminary and may need to be revised by Owner in connection with future final plat submittals. The Parties further recognize and agree that all water improvements and requirements for service for the Project will be set forth in subsequent agreements to be executed no later than at the time of final plat approval. All sewer improvements and requirement for service for the Project will be set forth, as appropriate, in a subsequent agreement between Owner and the Town or in an extra-territorial service agreement between Owner and the Town of Berthoud ("*Berthoud*"), as required by Berthoud and further described in Section 15.

9. **Description of Water Rights; Water Rights Dedication.** As of the Effective Date, Owner owns the water rights appurtenant to the Property, as described on **Exhibit B** attached hereto, incorporated herein, and made a part hereof. Owner shall dedicate all water rights and lateral ditch company rights appurtenant to the Property to the Town and such additional water rights as needed, at the time of each final plat for the Project, in the amount required by the water demand study submitted in connection with each such plat and as approved by the Town. Notwithstanding the foregoing, if the Project includes a non-potable water system that is

owned and maintained by a District (as such term is defined in Section 19), then, the Town may, pursuant to an intergovernmental agreement, authorize Owner to dedicate the water rights and lateral ditch company rights appurtenant to the Property to such District. In connection with Owner's dedication of water rights to the Town contemplated by this Section 9, Owner and the Town will enter into an agreement regarding the water rights and lateral ditch company rights which will provide, among other things, that such water rights and lateral ditch company rights will be available for use on the Property and will be considered appurtenant to the Property.

10. **Non-potable Irrigation.** Owner may install a non-potable water system to provide irrigation water to the Property. In the Town's discretion, the non-potable water system may become an extension of the Town's water utility enterprise and be owned, operated and maintained by the Town after acceptance by the Town. In consideration of the reduced potable water demand that will be realized by the installation of a non-potable irrigation system, the amount of raw water to be dedicated to the Town for potable uses may be subject to a reduction in accordance with a Town-approved water demand analysis.

11. **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, including, but not limited to, police protection. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services. Owner further acknowledges that Berthoud will provide extra-territorial sewer service and that, until the Town's water infrastructure is installed, the Little Thompson Water District will provide water service in accordance with the LTWD IGA (as defined in Section 25). The Town agrees to assist Owner in obtaining water and sewer service as described herein.

12. **Public Improvements.** All public improvements required to serve the Project shall be designed and constructed to Town standards by Owner and at Owner's, or a developer's, expense. Owner further agrees to provide financial guarantees in the form of a bond, letter or credit or similar for construction of all required improvements in the amount required by the Town and to dedicate to the Town any or all of the improvements as required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a subsequent agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

13. **Streets and Arterial Roads.** On-site and required off-site streets shall be designed and constructed to Town standards by Owner at Owner's expense. Owner shall be entitled to reimbursement for oversizing of streets in accordance with the ordinances and policies of the Town.

14. **Land Dedication and Open Space.** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town, subject to all existing matters of record except for any monetary liens, property for parks, public open space, trails, flood plains in addition to easements and rights-of-way for streets and other public ways and for other

public purposes, as required by Town ordinances and resolutions, in accordance with the ODP or as otherwise subsequently agreed upon by the Parties in writing. Such dedications shall occur as defined herein or at such time as the Town is ready to begin improvements, except that all perimeter street rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time due to a planned and pending project. The Town and Owner agrees 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.

15. ***Water and Waste Water Utilities.***

- a. *County Road 13 Water Improvements.* The Town's water facilities are not presently available to the Property. The Town agrees to design, finance and construct a water line and related improvements for service to the Property along County Road 13 to right of way that is adjacent to the Property (the "*Water Improvements*") within a timely manner. The Town has budgeted and appropriated funds to construct the Water Improvements and, as of the date hereof, without limiting its discretion, intends to include in the Town Budget for 2021 the remaining amount necessary for completion of the planned improvements. In the manner set forth below, Owner shall pay for the portion of the cost to design, finance and construct the Water Improvements, along with six percent (6%) interest or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, commencing from the date of completion until the date of repayment, that are installed to benefit and provide service to the Property, which portion shall be calculated based on the percentage of linear footage of the Water Improvements that are adjacent to the Property in relation to the total linear footage of the Water Improvements along County Road 13, and shall include, but not necessarily be limited to, the engineering, material and installation costs and the additional valving and waterline extensions installed for the Property. For illustrative purposes, if the Town installs 10,000 linear feet of a water line and related improvements along County Road 13 and 1,000 linear feet of the water line is adjacent to the Property, then Owner shall pay ten percent (10%) of the total cost of the Water Improvements in addition to the valving and extensions installed for the Property. Such reimbursement payment shall be due and owing within ten (10) days of approval of each final plat for the Property, or a portion thereof, in a prorated amount. For illustrative purposes, if the first final plat is for twenty five percent (25%) of the Property, Owner shall reimburse the Town for twenty five percent (25%) of the cost to design, finance and construct the portion of the Water Improvements that benefit and provide service to the Property, as calculated above.
- b. *Owner Water Improvements.* Except as provided above, all water mains, lines and appurtenances shall be constructed to Town standards by Owner at Owner's expense.

- c. *Off Site Sewer.* Sewer service to the Property is anticipated to be provided by Berthoud. The Town may, pursuant to that certain Intergovernmental Agreement with Berthoud dated July 28, 2005, as amended, petition to modify Berthoud's service area to include the Property through a 208 amendment approved by the North Front Range Water Quality Planning Association and agrees to work with Owner to take all steps necessary for such amendment process and file such petition upon Owner's request. When Owner commences the engineering design of the sanitary sewer infrastructure, Owner shall notify the Town in writing. In the Town's discretion and at the Town's expense, Owner's engineer may assist in the design of the Off Site Sewer Improvements which may be done in connection with the engineering process for the first final plat for the Property. When Owner commences construction of any portion of the Property subsequent to approval of a final plat for the Property or any portion thereof, Owner shall provide notice to the Town and the Town shall, within forty five (45) days of receipt of such notice, commence installation of a sewer line and related improvements from the existing Berthoud sewer lines to the Property boundary ("*Off Site Sewer Improvements*"). In order that the Town be in a position to commence construction within the time limit stated herein, the Town shall have previously designed the Off Site Sewer Improvements and shall have properly budgeted funds which schedule shall be communicated to Owner upon the submission of the first final plat application for the Property. The Town will own and maintain the Off Site Sewer Improvements upon completion, unless otherwise required by Berthoud to be owned by Berthoud. The Town shall not be obligated to design, finance and construct a lift station, but agrees, upon final acceptance, to own and maintain such improvement if it is ultimately required for the Project's sewer service and such construction cost shall be borne solely by Owner. Owner shall reimburse the Town for the cost to design, finance and construct the Off Site Sewer Improvements, along with six percent (6%) interest, or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, commencing from the date of completion until the date of repayment, and along with a reasonable administrative fee. Such reimbursement payment shall be due and owing within ten (10) days of approval of each final plat for the Property, or a portion thereof, in a prorated amount. For illustrative purposes, if the first final plat is for twenty five percent (25%) of the Property, Owner shall reimburse the Town for twenty five percent (25%) of the cost to design, finance and construct the Off Site Sewer Improvements. While the Town may, in its discretion, oversize the Off Site Sewer Improvements, Owner shall only remain obligated to reimburse the Town for the cost to design, finance and construct an eight inch sewer line, the minimum size required by the Johnstown Municipal Code, and related improvements, unless a larger sewer line is required to serve the Project or, at

the time of construction, the Johnstown Municipal Code has been amended to increase the minimum required size.

- d. *On Site Sewer Improvements.* All on-site sewer mains, lines and appurtenances shall be constructed to Town standards by Owner at Owner's expense.
- e. *Oversizing.* 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, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

16. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by the Owner to the Town in connection with the initial platting process for the Project. Improvements recommended by such study shall be completed as required for each phase or filing of development. 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.

17. ***Reimbursements.*** To the extent water, sewer, storm drainage facilities or other utilities are oversized or extended onto the property by Owner or to the extent streets or street lighting or other public improvements are built or relocated off-site of the Property by Owner or by the Town, for benefit accruing to other parties, said improvements may be eligible for reimbursement. The Town agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Owner, in connection with the development of any other property connecting to or otherwise making use of any such improvements. The Town agrees to coordinate the execution and delivery of reimbursement agreements between the Town and the Owner to attempt to obtain reimbursement for Owner from the off-site benefitted property owners.

18. ***Limitation on Fee Impositions by the Town.*** The Property shall be subject to the Weld 5J School District school impact fee at the time of building permit for each dwelling unit in accordance with the requirements of Weld County 5J School District and the Johnstown Municipal Code. The Property will be subject to all other lawfully imposed impact and development fees at the time of building permit for each dwelling unit, including, but not necessarily limited to the: (i) parks and recreation facilities development fee; (ii) library and cultural facilities development fee; (iii) public facilities development fee; (iv) police facilities development fee; (v) transportation facilities development fee; and (vi) fire and emergency service provider facilities development fee.

19. ***Owners Associations and Special Districts.*** Without any obligation under this Agreement to do so, Owner may, in accordance with the Town's policies and procedures in effect

at the time of submission, apply to the Town for the creation of one or more special districts (individually, a “*District*,” and collectively, the “*Districts*”), pursuant to Article 1, Title 32, C.R.S., and reserves the right to create one or more owner association(s) having as its members property owners within the Project (individually, an “*Association*” and collectively, the “*Associations*”). The Town covenants and agrees to act in good faith to review and process the same. The purposes of the District(s) and/or other Association(s) shall be, *inter alia*, to facilitate financing, maintenance, and/or development of the public infrastructure improvements and other public facilities for which Owner is or may become obligated under the terms in this Agreement. The formation documents of the District(s) and/or Association(s) shall require the District(s) and Association(s) to honor their obligations under this Agreement, and all obligations of Owner under this Agreement are to extend to the District(s) and/or Association(s). Upon notice to the Town and with the Town’s written consent, which shall not be unreasonably withheld, Owner shall be entitled to assign to the District(s) and/or Association(s) all or any part of its obligations and rights under this Agreement with respect to the funding, construction, maintenance, reimbursements and/or other matters related to the infrastructure required to support the Project in accordance with the terms and conditions of this Agreement, on the condition that the obligations assigned to the District comply with the approved service plan.

20. **Vesting of Property Rights.** This Agreement and the ODP each constitute an approved “site-specific development plan” as defined in Colorado Revised Statutes §§ 24-68-101, *et seq.* (the “*Vested Property Rights Statute*”). Each subdivision plat, site plan, and each amendment to any of the foregoing, that Owner submits to the Town subsequent to the Effective Date shall, if Owner so requests, be processed as a “site specific development plan” as defined in the Vested Property Rights Statute. The vested property rights created in connection with such subsequently approved subdivision plats, site plans, and each amendment to any of the foregoing, shall be supplemental and in addition to those property rights initially vested through this Agreement as of the Effective Date (as such term is defined in Section 23), and shall be vested pursuant to the Vested Property Rights Statute.

(a) *Compliance with General Regulations.* Subject to the terms, conditions and limitations of the Vested Property Rights Statute and except as otherwise provided in this Agreement, the establishment of vested property rights pursuant to this Agreement shall not preclude the application on a uniform and non-discriminatory basis of Town regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, the Town Code, and other Town rules and regulations) or the application of state or federal regulations, as all of such regulations exist on the Effective Date or may be enacted or amended after the Effective Date. Owner does not waive its right to oppose the enactment or amendment of any such regulations.

(b) *Property Rights Vested.* Subject to the terms, conditions and limitations of the Vested Property Rights Statute and except as otherwise provided in this Agreement, the rights identified below shall constitute the vested property rights under this Agreement commencing on the Effective Date and continuing until the fifteenth anniversary of the Effective Date, but shall not constitute the vested property rights with

respect to subsequent site-specific development plans which, unless otherwise subsequently agreed in writing, shall vest as provided in, and for the time period contained in, the Vested Property Rights Statute:

(i) The right to develop, plan and engage in land uses within the Property in the order, at the rate and at the time as market conditions dictate, in a manner that is substantially consistent with the Project as described in this Agreement and in the ODP.

(ii) The right to commence and complete development of the Project (including, without limitation, the right to receive all Town approvals, permits and taps necessary for the development of the Project) with conditions, standards and dedications which are no more onerous than those imposed by the Town upon other developers in the Town on a uniform, non-discriminatory and consistent basis.

(iii) The right to apply for and, upon compliance with the terms and conditions of this Agreement and the Town Code, to receive grading permits, building permits, water taps, sewer taps, certificates of occupancy, and other permits necessary for development, construction and occupancy of improvements within the Project.

(iv) The right to have the Town accept and process in good faith and with reasonable diligence, all applications for subsequently required development approvals including, without limitation, each subdivision plat, site plan, and each amendment to any of the foregoing, as site specific development plans which, if approved, shall establish vested property rights pursuant to the Vested Property Rights Statute in the manner described therein.

21. **No Obligation to Develop.** Owner shall have no obligation to develop all or any portion of the Project and, except as provided herein, shall have no liability under this Agreement to the Town or to any other party for its failure to develop all or any part of the Project. If Owner commences development of all or any portion or phase of the Project, Owner shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of this Agreement and any subdivision development and improvement agreement(s), or similar such agreement, which Owner and the Town may execute in connection with any subsequently obtained land use approval. Nothing in this Agreement shall be construed as relieving Owner of any obligation or liability for the failure to satisfy obligations set forth in a subdivision development and improvement agreement(s) or any other agreements executed between the Town and Owner after the Effective Date. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, if (i) Owner has not obtained a final plat for the Property or any portion thereof within five (5) years of the execution of this Agreement and (ii) the Town has installed the Water Improvements as provided in Section 15(a) above, then the interest amount calculated for purposes of repayment to the Town shall be at a rate of nine percent (9%) or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher,

rather than the interest rate described in Section 15(a) above, commencing on the date of completion of the Water Improvements. In addition, if the Town installs the Off Site Sewer Improvements as provided in Section 15(c) above, and, within five (5) years of the completion of the construction, Owner has not obtained final plats for all the Property, then the interest amount calculated for purposes of repayment to the Town shall be at a rate of nine percent (9%) or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, rather than the interest rate described in Section 15(c) above, commencing on the date of completion of the Off Site Sewer Improvements.

22. **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.

23. **Conditions Precedent to Legal Effectiveness of Annexation.**

(a) The Parties acknowledge and agree that the legal effectiveness of the annexation of the Property pursuant to Section 113(2)(b) of the Annexation Act is conditioned upon satisfaction of the following conditions, any one or more of which may be waived by Owner in its sole discretion. Concurrently with its approval of the annexation of the Property, the Town shall have approved the Zoning Application, as modified.

(b) Owner has the sole, exclusive and unilateral right to withdraw the Petition for the Property if there is a Legal Challenge (as defined below) to the ordinance annexing the Property, this Agreement or the ordinance zoning the Property by so notifying the Town Clerk in writing at any point prior to the latest to occur of: (i) the latest final, non-appealable approval of the final ordinance(s) or other final approval(s) approving (A) the annexation of the Property; (B) the Zoning Application; and (C) this Agreement; or (ii) final, non-appealable resolution of any Legal Challenge. For purposes of this Agreement, "Legal Challenge" means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the approval of the annexation of the Property, the Zoning Application, this Agreement or any of the Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances.

(c) Prior to expiration of the period described in Section 23(b) without Owner having withdrawn the Petition for the Property, neither Owner nor the Town will record the ordinance annexing the Property, the ordinance zoning the Property or this Agreement in the real property of the Clerk and Recorder of Weld County, Colorado ("Records").

(d) It shall be a condition precedent to the effectiveness of this Agreement that the ordinance approving the annexation of the Property and the annexation map for the Property (collectively, the “*Annexation Instruments*”) be recorded as set forth in Section 113(2)(b) of the Annexation Act. The “*Effective Date*” of this Agreement shall be the date of the recordation of the Annexation Instruments as set forth therein.

24. **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 unless otherwise agreed by the Parties or required by the Town as a condition of disconnection.

25. **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. Within thirty (30) days after written request by the Town, but in event earlier than upon approval of the first final plat for the Project, Owner shall be required to pay sums due owing to the Little Thompson Water District from the Town pursuant to that certain Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009 (the “*LTWD IGA*”).

26. **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.

27. **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 Owner 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.

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

29. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. However, because certain of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement and no such warranty is made on the part of the Town.

30. (a) **Breach by Owner; Town's Remedies.** In the event of a default or breach by the 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 the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town. Nothing contained herein shall limit the Town's rights under a subsequently executed subdivision development and improvement agreement and/or any other subsequently executed agreement related to the Property.

(b) **Breach by Town.** The Parties agree that in the event of a breach by Town, Owner will have the right to seek all remedies provided by law.

31. **Attorney's Fees.** If Owner breaches this Agreement, as determined by a court, then 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 Town for Town's attorney's fees, court costs, and witness fees. 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 Annexation 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 the Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

32. **General Provisions.** The Town shall

(a) Cause its staff to review and timely approve or disapprove written submittal by Owner of any plans, specifications, drawings, details or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage, or other utility serving the Property or any improvements within any dedicated right-of-way on the Property. Any disapproval shall set forth the items disapproved together with the reasons for such disapproval;

(b) Use its best efforts in securing, at Owner's expense, construction and maintenance agreements from governmental or private entities other than the Town which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner;

(c) Cooperate with Owner with any filing, applications, approvals, or other administrative procedures with governmental entities other than the Town which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner; and

(d) Not unreasonably withhold its consent or approval when any consent or approval is required.

Owner shall notify the Town of assignments and the name, address, telephone number, and electronic mail ("*e-mail*") address of the assignee and give notice as provided in Section 34 of this Agreement. Upon the sale or other transfer of any portion of the Property and due notice to the Town, the transferor of such portion shall be released from all liability and obligation under this Agreement which arise subsequent to the transfer relating to such portion and all such subsequent liabilities and obligations shall be assumed by the transferee (unless transferee is a purchaser of a residential dwelling unit or a governmental entity).

33. **Special Provisions.**

(a) Once adopted, Owner shall be required to comply with the requirements of the appropriate design guidelines for this area.

(b) Owner shall adequately address all referral comments to the satisfaction of the Town.

(c) **Design Guidelines.** In connection with the initial platting for the Project, Owner and the Town agree to jointly develop design guidelines for the Property addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property ("*Design Guidelines*"). The Design Guidelines shall be enforceable upon approval of Town Council and may be amended from time to time upon consent of Owner and approval of Town Council. The Design Guidelines shall be applied to development within the Property. All individual development projects proposed within the

Property shall be subject to review by a delineated design review committee and the Johnstown Design Review Committee. It shall be the responsibility of the design review committees to decide if an individual project within the Property complies with the standards, as well as to interpret and enforce other provisions and conditions, of the Design Guidelines. With respect to matters set forth in the Design Guidelines, the Owner shall not have any further formal (other than administrative) review by the Town for the individual projects. The Design 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.

34. **Notices.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. 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. 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
Mlecerf@townofjohnstown.com

With copy to: Law Office of Avi S. Rocklin, LLC
Town Attorney
1437 N. Denver Avenue #330
Loveland, CO 80538
avi@rocklinlaw.com

Notice to Owner: Podtburg Dairy Limited Partnership, LLLP
37905 WCR 35
Eaton, CO 80615
Attention: Greg Podtburg
gregpodtburg@yahoo.com

With copy to: Foster Graham Milstein & Calisher, LLP
360 S. Garfield Street, Suite 600
Denver, CO 80209
Attn: Keirstin K. Beck
kbeck@fostergraham.com

Notwithstanding the foregoing, notice may be provided by e-mail on the condition that the receiving party (i) acknowledges receipt of the e-mail and (ii) does not promptly object to the form of notice.

35. **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 C.R.S. § 31-12-112, as amended, 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. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

36. **Cost Reimbursement to Town:** To the extent required by Town, Owner shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of the annexation.

37. **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 an action in a court of competent jurisdiction in Weld County, Colorado, and shall be entitled to such remedies as are provided by law.

38. **No Third Party Rights.** Except as otherwise provided herein, 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.

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

40. **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.

41. **No Repeal of Laws.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

42. **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.

43. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and 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. References to Owner's obligations herein are meant, unless the context otherwise indicates, to include subsequent property owners and developers. This Agreement shall be recorded in the Records as set forth herein, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

44. **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, except as that provided in the Cost Agreement and Funds Deposit Agreement executed by Owner and filed with the Town Clerk.

45. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in Section 9 of the Agreement.

46. **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.

[Signature pages attached]

ATTEST:

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

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

**EXHIBIT A
LEGAL DESCRIPTION**

PROPERTY

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING**.

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;

THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING**.

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;

THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING**.

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;

THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;

THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;

THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;

THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (±).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;

THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING**.

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;

THENCE South 00° 02' 29" East a distance of 2648.03 feet;

THENCE South 00° 06' 39" West a distance of 1324.43 feet;

THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1

THENCE North 89° 44' 34" West a distance of 152.81 feet;

THENCE South 88° 54' 36" West a distance of 68.31 feet;

THENCE South 88° 58' 33" West a distance of 351.36 feet;

THENCE South 88° 41' 39" West a distance of 225.35 feet;

THENCE South 89° 11' 58" West a distance of 121.90 feet;

THENCE South 89° 47' 15" West a distance of 155.18 feet;

THENCE South 89° 38' 59" West a distance of 451.60 feet;

THENCE South 89° 26' 24" West a distance of 423.45 feet;

THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;

THENCE South 89° 56' 54" West a distance of 20.00 feet;

THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;

THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;

THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;

THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of $45^{\circ} 56' 32''$, and is subtended by a Chord bearing North $77^{\circ} 50' 10''$ East a distance of 90.07 feet to a Point of Tangency;

THENCE North $54^{\circ} 51' 44''$ East a distance of 181.87 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of $66^{\circ} 21' 24''$, and is subtended by a Chord bearing North $88^{\circ} 02' 19''$ East a distance of 136.13 feet to a Point of Tangency;

THENCE South $58^{\circ} 46' 59''$ East a distance of 133.41 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of $34^{\circ} 15' 17''$, and is subtended by a Chord bearing South $75^{\circ} 54' 49''$ East a distance of 113.82 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of $21^{\circ} 42' 34''$, and is subtended by a Chord bearing South $82^{\circ} 11' 10''$ East a distance of 283.73 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of $27^{\circ} 03' 40''$, and is subtended by a Chord bearing South $84^{\circ} 51' 55''$ East a distance of 374.53 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of $60^{\circ} 07' 42''$, and is subtended by a Chord bearing South $68^{\circ} 19' 54''$ East a distance of 171.45 feet to a Point of Tangency;

THENCE South $38^{\circ} 16' 02''$ East a distance of 117.93 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of $14^{\circ} 31' 38''$, and is subtended by a Chord bearing South $45^{\circ} 31' 53''$ East a distance of 58.45 feet to a Point of Tangency;

THENCE South $52^{\circ} 47' 41''$ East a distance of 176.69 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of $33^{\circ} 39' 29''$, and is subtended by a Chord bearing South $69^{\circ} 37' 20''$ East a distance of 106.15 feet to a Point of Tangency;

THENCE South $86^{\circ} 27' 04''$ East a distance of 88.57 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has a Radius of 937.08 feet, a Delta of $08^{\circ} 04' 13''$, and is subtended by a Chord bearing North $89^{\circ} 30' 49''$ East a distance of 131.88 feet to a Point of Return Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of $41^{\circ} 20' 12''$, and is subtended by a Chord bearing South $73^{\circ} 51' 12''$ East a distance of 351.74 feet to a Point of Tangency;

THENCE South $53^{\circ} 11' 05''$ East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;

THENCE North $00^{\circ} 02' 29''$ West along said Westerly Right of Way line a distance of 2333.22 feet;

THENCE North $00^{\circ} 02' 15''$ West continuing along said Westerly Right of Way line a distance of 1867.83 feet;

THENCE South $00^{\circ} 36' 41''$ East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (\pm).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;

THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13:

THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING**.

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.

THENCE South 00° 06' 39" West a distance of 1324.80 feet;

THENCE South 00° 06' 37" West a distance of 2649.04 feet;

THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;

THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;

THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;

THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;

THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;

THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;

THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING**.

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

**EXHIBIT B
WATER RIGHTS**

21 Shares of New Ish Ditch

10 Shares of Highland Ditch