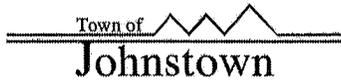


TOWN COUNCIL

MEETING

PACKET

April 4, 2016



Town Council

Agenda
Monday, April 4, 2016
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS AND PROCLAMATIONS**
 - A) Proclamation Recognizing the Roosevelt High School Robotics Program and the Accomplishments of Team Atomic Wolfpack
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting –March 21, 2016
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) *Continued Public Hearing – Clearview PUD Multi-Family Final Site Development Plan Filing No. 5
 - B) Consider Water and Sewer Service Agreement-Clearview PUD Filing No. 5
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

WORKSESSION

- 1) Discussion of Potential Improvements to I-25 and a Request of the Town of Johnstown – Mr. Aaron Greco, CDOT Local Government Liaison



NOTICE OF ACCOMODATION

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

AGENDA ITEM 4A

PROCLAMATION

(Recognizing Roosevelt Robotics Program)

(Atomic Wolfpack)

PROCLAMATION

WHEREAS, the Town Council of the Town of Johnstown desires to recognize the Roosevelt High School robotics program and the accomplishments of Team Atomic Wolfpack; and

WHEREAS, the robotics program was established in 2013 and has quickly grown to include two high school robotics team and one middle school team; and

WHEREAS, the robotics program encourages young people to utilize engineering principles to design, construct and operate robots and thereafter use computer systems to control and manage the robots; and

WHEREAS, the young people in this community have successfully used their skills and dedication to accomplish the significant engineering tasks; and

WHEREAS, Roosevelt High School's two robotics teams, Team Atomic Wolfpack and Team Robotic Riders, participated in the State Robotics Tournament; and

WHEREAS, Team Atomic Wolfpack won the "Excellence Award," the highest award offered at the state tournament, and, in addition to their previous qualification to participate in the National Robotics Tournament, qualified to participate in the World Robotics Tournament; and

WHEREAS, Team Atomic Wolfpack is recognized to be the top robotics team in the State of Colorado.

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

I, Mark Romanowski, Mayor of the Town of Johnstown, Colorado, on the 4th day of April, 2016, on behalf of the Town Council of the Town of Johnstown, do hereby congratulate the Roosevelt High School robotics program and the members of Team Atomic Wolfpack for their outstanding achievement and proclaim the evening as the "*Night of Robotic Champions.*"

PASSED, SIGNED, APPROVED, AND ADOPTED this 4th day of April, 2016.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 6A

CONSENT

AGENDA

- **Council Minutes – March 21, 2016**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 4, 2016

ITEM NUMBER: 6A

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

A) Town Council Minutes-March 21, 2016

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

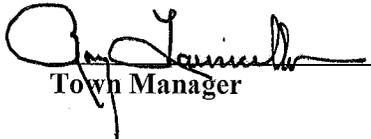
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, March 21, 2016 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers James, Lebsack, Mellon, Mitchell, Molinar Jr. and Young

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager John Franklin, Town Planner, Brian Phillips, Police Chief and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Agenda as submitted. Motion carried with a unanimous vote.

Consent Agenda

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

- March 7, 2016- Town Council Meeting Minutes
- Payment of Bills
- February Financial Statements
- Agreement for Mosquito Control Services – Colorado Mosquito Control, LLC
- First Amendment to Professional Services Agreement – MSK Consulting, LLC

Motion carried with a unanimous vote.

New Business

A. Consider Tavern Liquor License Renewal – Cassidy’s Sports Grill – Councilmember James made a motion seconded by Councilmember Molinar Jr. to approve the tavern liquor license renewal for Cassidy’s Sports Grill. Motion carried with a unanimous vote.

B. Consider Professional Services Agreement – Economic Development Strategic Plan Update – Mr. Mike Freeman – In 2005 The Town of Johnstown developed a Strategic Economic Development Plan for the community. Town Council desires to update the initial plan so a proposal from the individual who did the original Plan was solicited by staff. The cost to update the Plan totals \$15,200 and will be completed in approximately four to six months. Councilmember James made a motion seconded by Councilmember Lebsack to approve the Professional Services Agreement with Resource Exploration for the Economic Development Strategic Plan Update in an amount not to exceed \$15,200 (including expenses) and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

Executive Session

Councilmember Mellon made a motion seconded by Councilmember Young to recess into Executive Session for the purpose of a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b). Meeting adjourned at 7:29 p.m.

Mayor Romanowski opened the regular meeting at 7:48 p.m. Town Attorney, Avi Rocklin stated no formal policies or decisions were made.

There being no further business to come before Council the meeting adjourned at 8:07 p.m.

Mayor

Town Clerk/Treasurer

AGENDA ITEM 9A

**CLEARVIEW PUD
MULTI-FAMILY
FINAL SITE DEVELOPMENT PLAN
FILING No. 5
(*Continued Public Hearing)**

***CONTINUED PUBLIC HEARING - Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5**

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Public Comment.

Lay ground rules. Public shall: (1) state name and address; (2) offer relevant and non-repetitive comments; (3) be limited to 3 minutes each; and (4) understand that this is not a Q & A session with Council. (While Council may ask questions of the public, the hearing is not an opportunity for the public to question the Council.)

- a. Ask to hear from anyone who supports the Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5.
 - b. Ask to hear from anyone who opposes the Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5.
5. Receive rebuttal from applicant, only if warranted or desired at the time.
 6. Additional questions from Council, if any. (Council may ask questions at any time until the hearing is closed.)
 7. Close the public hearing. (No more questions from Council.)
 8. Ask for discussion.
 9. Make a decision and/or motion from Council.
 - a. Need a motion to approve or deny the Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5.

(SUGGESTED MOTIONS);

For Approval:

I move to approve the Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5 (subject to the following conditions).

For Denial:

I move to deny approval of the Clearview PUD, Multi-Family Final Site Development Plan for Filing No. 5.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 4, 2016

ITEM NUMBER: 9A

SUBJECT: *Continued Public Hearing - Clearview PUD, Multi Family Final Site Development Plan Filing No. 5

ACTION PROPOSED: Consider Approval of Final Site Development Plan

PRESENTED BY: Avi Rocklin, Town Attorney and John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Clearview Holdings, LLC, c/o Journey Homes, LLC, has submitted a request for approval of a final site development plan for land located in the north central part of the Clearview PUD.

On February 1, 2016 Town Council held a public hearing and voted to continue the hearing until April 4. Councilmembers requested additional information related to: masonry requirements; sanitary sewer restrictions, and; optimal timing for removal of private irrigation from Town's raw water pipeline. Documents related to the masonry requirements are attached. The Town Attorney and staff are prepared to discuss the sewer issue. The HOAs could be off of the raw water pipeline before the start of the 2017 irrigation season if there are no delays in the agreements, design, and ditch company/Town approval.

Journey Homes has submitted a proposal for removing the siding from the buildings and replacing the siding with stucco. This is acceptable to town staff.

LEGAL ADVICE:

FINANCIAL ADVICE: N/A

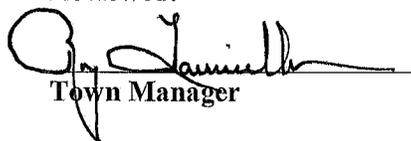
RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the Clearview PUD Multi-family Final Site Development Plan Filing No. 5 subject to conditions.

SUGGESTED MOTIONS:

For Approval: I move we approve the Clearview PUD, Multi-family Final Site Development Plan Filing No. 5 (subject to the following condition(s)...).

For Denial: I move we deny approval of the Clearview PUD Multi-family Final Site Development Plan Filing No. 5

Reviewed:


Town Manager

**REVISED
ELEVATIONS**

John Franklin

From: Andrew Gerk <Andrew@journeyhomes.com>
Sent: Tuesday, March 08, 2016 9:04 AM
To: Avi Rocklin; John Franklin
Cc: Smith, Charles J.; Larry Buckendorf; Carolynne C. White (CWhite@BHFS.com); Joe Schumacher
Subject: RE: Clearview multi-family follow up
Attachments: A311A Stucco.pdf; Clearview Apartments - STUCCO OPTION 02-22-2016.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

John and Avi,



Please see attached designs of both the 6-plex and 8-plex floor plans. All siding has been removed, and stucco has been added in its place as per Staff's request and direction. In regards to the non-potable system, an agreement is in the works with the HOA's, and I am very happy with the progress we have made. As always, I can be reached at the office.

Respectfully,

Andrew J. Gerk, J.D./MBA
Journey Homes, LLC
7251 W. 20th Street, L-200
Greeley, CO 80634
(970) 352-7072 (o)
(970) 330-5357 (f)

Just saw this from.

Sent from my iPhone

Begin forwarded message:

From: Avi Rocklin <avi@rocklinlaw.com>
Date: February 3, 2016 at 12:20:51 PM MST
To: "White, Carolynne C." <CWhite@BHFS.com>
Subject: Clearview multi-family follow up

Hi, Carolynne –

The following is Town staff's formal position as to the outstanding architectural and raw water issues:

- (1) As to architecture, Town staff would like the siding removed and replaced with stucco. The current amount of non-stucco masonry is sufficient. If the developer would like to add more non-stucco masonry along with the addition of stucco and removal of the siding, Town staff would not be opposed, but would like to see the drawings before it offers firm approval of that design. You can rely on this written statement. If there is any question or ambiguity about the intent, please let me know.

- (2) As to the raw water, Town staff was pleased to see the draft proposal of the agreement with the HOAs, etc., and encourages the parties to continue moving forward. The preference would be to have a finalized agreement and solid timetable by the April hearing. We all heard that Council is inclined to set a relatively short deadline, which may help motivate the HOAs. Please keep the Town in the loop.

If you and your client are still desirous of a meeting, Town staff is willing to participate along with counsel. Given that we are setting out the standard, perhaps a meeting is not necessary, but we leave that to you. More, it goes without saying that Town staff is only offering its recommendations. Ultimate approval of the architecture and raw water issues remain subject to Council discretion.

Thanks much, and I hope this is helpful. Best, Avi

Avi S. Rocklin
Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, Colorado 80524
970-419-8226
970-797-1806 (fax)
www.rocklinlaw.com
avi@rocklinlaw.com

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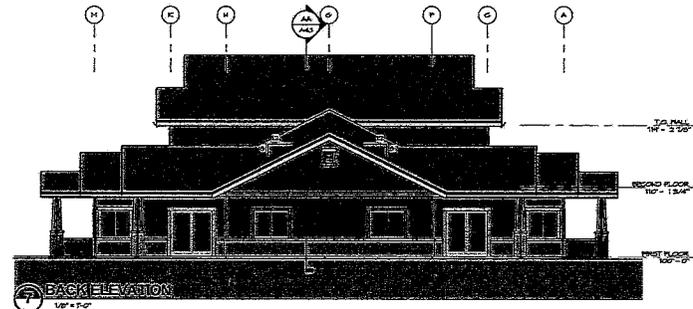
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MATERIAL SCHEDULE	
FRONT:	STRUSS 108 SF STONE 170 SF
BACK:	STRUSS 609 SF STONE 308 SF
RIGHT:	STRUSS 471 SF STONE 120 SF
LEFT:	STRUSS 462 SF STONE 191 SF
TOTAL STONE 689 SF ± 10%	
TOTAL STRUSS 1550 SF ± 10%	
TOTAL AREA 879 SF	

SYSTEM NOTES:

- FLOORS**
- 1. 2" CONG. SLAB ON GRADE DIRECTLY OVER
 - 2. VAPOR BARRIER OR MELT-BLEND TAP - TYPE ALL GRADE & FOUNDATION. CONTINUE UP OVER PERIMETER.
 - 3. 2" FINE DRUMMING GRAVEL FILL
 - 4. PREPARE SUBGRADE FOR GEOTECHNICAL REPORT
 - 5. FINISH W/ FINISH FLOOR
 - 6. GLEB GRADED TEST STRIKE
 - 7. CONCL. WATER-SHED RATIO NOT TO EXCEED 0.40
 - 8. WATER-RESISTANT COVER OVER FLOOR OF FINISH FLOOR
 - 9. GLEB NOT ALLOWED
 - 10. NOTE: SLAB SHALL BE TESTED FOR WATER VAPOR DIFFUSION AND FULFILL TO APPLICATION OF ADHESIVE FINISH FLOORING MATERIALS.
 - 11. MAX ALLOWABLE DEFLECTION IS 1/1600 OF SPAN AND MAXIMUM IS 1/4" OR THE MAX. ALLOWABLE VALUE FOR THE MIXTURE OF FINISH FLOOR MATERIALS AND GLEB TO BE USED. IF THE GLEB FAILS THE TESTING, MINIMUM SHALL BE APPLIED PER SPEC. ALTERNATE. FINISH SHALL INCLUDE THE FOLLOWING:
 - 1/2" NCH. S&P T&E FLYWOOD DISK PER STRUT OVER
 - 3/4" SOLID FIBER BOARD JOIST STRUT
 - 3/4" SOLID FIBER BOARD JOIST INSUL. AT JOIST SPACES
 - 1" HR. RATED FIBERGLASS ASSEMBLY FOR PLUMBING USED IN GLEB TYPES C.
- CEILING**
- 1. 1/2" LAYER S&P T&E FLYWOOD DISK SPAN BOARD SPANWISE BORED DIRECTLY TO BOTTOM OF RESIDENT CHANNELS
 - 2. 1/2" RICH NO. 35 HSG GALVANIZED STEEL RESIDENT CHANNELS BORED DIRECTLY TO BOTTOM CHORD OF ROOF TRUSSES
 - 3. 5/8" POLY. VAPOR BARRIER ATTACHED TO BOTTOM CHORD OF STRUCTURAL LEVEL. SAFE ALL GLEB & FLOOR ON GLEB
 - 4. 1" HR. POLYURETHANE THERMAL INSULATION ABOVE CEILING
 - 5. 1/2" HR. RATED FIBERGLASS ASSEMBLY FOR PLUMBING USED WITH ROOF TYPE C.
 - 6. 1/2" LAYER S&P T&E FLYWOOD DISK SPAN BOARD SPANWISE BORED DIRECTLY TO BOTTOM OF RESIDENT CHANNELS
 - 7. 1/2" RICH NO. 35 HSG GALVANIZED STEEL RESIDENT CHANNELS BORED DIRECTLY TO BOTTOM OF FUR JOISTS
 - 8. FIBERGLASS INSULATION ABOVE GLEB. RATED THROUGH GLEB.
 - 9. 1" HR. RATED FIBERGLASS ASSEMBLY FOR PLUMBING USED WITH FLOOR TYPE C.
 - 10. INTERIOR GLEB:
 - 1" LAYER S&P T&E FLYWOOD DISK
 - ON WOOD FRAMING
 - NOTE: RATED CEILING GLEB OR CONTIGUOUS ABOVE ALL GLEB TYPES.
- INTERIOR PARTITIONS**
- 1. SEE SHEET G&H FOR PARTITION TYPES & DETAILS.
 - NOTE: ALL INTERIOR PARTITIONS ARE TYPE 1 UNLESS OTHERWISE NOTED.
- NOTES:**
- 1. SEE SHEET G&H FOR PARTITION TYPES & DETAILS.
 - NOTE: ALL INTERIOR PARTITIONS ARE TYPE 1 UNLESS OTHERWISE NOTED.
- EXTERIOR WALLS**
- 1. 2" MIN. CONCRETE FOUNDATION WALLS SHALL BE 12" MIN. THICK AND SHALL BE FINISHED WITH 1/2" NCH. S&P T&E FLYWOOD DISK PER STRUT OVER
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 - 100. 1" HR. RATED FIBERGLASS ASSEMBLY FOR PLUMBING USED IN GLEB TYPES C.



PROJECT NUMBER: 2210-33

CLEARVIEW APARTMENTS

307 W 205 STREET
GEEBLY, CO 80624

VFLA
VALLEY FIVE LARCH INC. architects

Strength in design. Strength in partnership.
Strength in community.

491 West Mountain Avenue, Suite 100 Fort Collins, CO 80521
PH: 970.221.1971 www.vflaarchitects.com

DATE: 02/20/16

COLOR SCHEMES - 02-22-2016

Rev	Description	Date
1	REVIEW SET	11-28-2015
2	REVISED	11-27-2015
3	CONSTRUCTION SET	12-10-2015
4	REVISION SET #1	01-14-2016
5		
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DESIGNED BY: VFLA ARCHITECTS, INC.
CHECKED BY: VFLA ARCHITECTS, INC.
DATE: 02/20/16

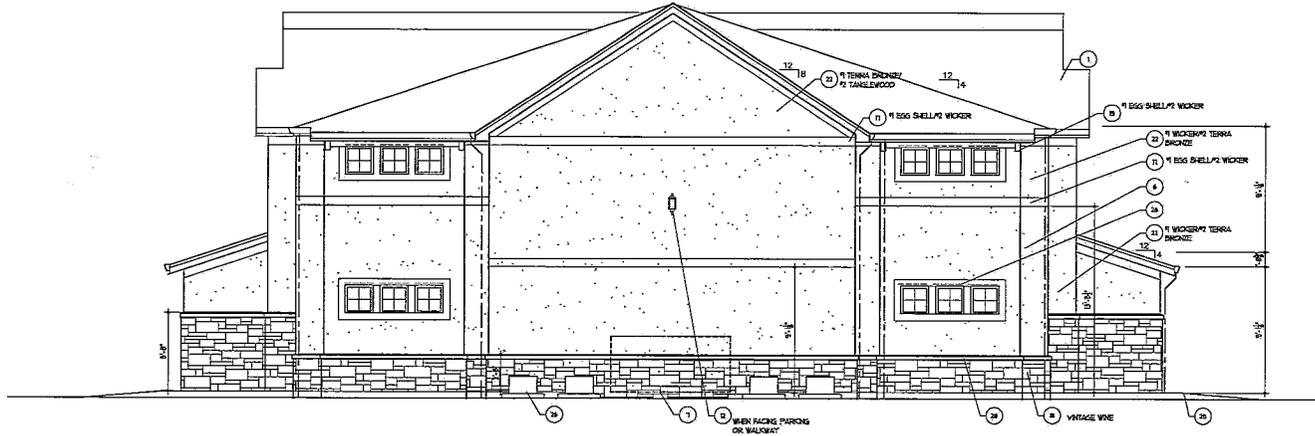
EXTERIOR ELEVATIONS

A3.1



FRONT & REAR ELEVATION

1/4" = 1'-0"



LEFT & RIGHT ELEVATION

1/4" = 1'-0"

**ELEVATION
FLAG NOTES**

- CALL NOTES MAY NOT APPLY TO THIS SHEET
1. FIBERGLASS SHINGLES
 2. 1 x 6 SHAP
 3. NOT USED
 4. INSIDE CORNER TRIM - REF. DETAIL #18, SHEET AS-12
 5. GALVANIZED PAINTED GUTTER
 6. GALVANIZED PAINTED DOWN SPOUT
 7. FINE CAST CONCRETE SPLASH BLOCK, DETAIL # 18, SHEET AS-12
 8. YETTER LOCATION - GAS AND ELECTRIC METERS AT OPPOSITE END OF THE BUILDING - SEE CIVIL
 9. 1 x 6 FASCIA TRIM
 10. 1 x 6 TRIM
 11. WINDOW / DOOR TRIM - 1 x 6 WD OR 1 x 6 DRISCO PACK OUT
 12. HORIZONTAL SIDING
 13. SITE LIGHTING FIXTURE - SURFACE MOUNTED AT BUILDING REF. ELEC. PLANS
 14. VINYL INSULATING WINDOW INSTALL PER AS-13
 15. INSULATING ENTRY DOOR - W/ SIDE LITE
 16. INSULATING ENTRY DOOR - W/ SIDE LITE
 17. SURFACE MOUNTED LIGHT FIXTURE
 18. DRISCO BRAND
 19. SYNTHETIC STONE VENEER
 20. AIR BRACKETS
 21. CAST STONE CAP, REF. DET. # 12, SHEET AS-12
 22. 1 x 6 TRIM
 23. STUCCO
 24. PATIO COLUMN DETAIL, REF. DET. # 10, SHEET AS-12
 25. COTTAGE LAP SIDING
 26. 1 x 6 TRIM + GAS/US, REF. DET. # 18, SHEET AS-12
 27. A/C CONDENSOR + COND. PAD
 28. NOT USED
 29. PROVIDE FLASHING AND DRAIN CAP OVER ALL DOORS, WINDOWS, AND AT ALL TRIM TRANSITIONS, REF. DET. # 13, SHEET AS-13. PROVIDE ACCESSIBLE ENTRANCE AT THIS LOCATION TO COMPLY WITH ACCESSIBILITY REQUIREMENTS LISTED ON COVER SHEET.

KEPHART
community • planning • architecture

209 KENNEDY BLVD.
DENVER, COLORADO 80202
www.kephart.com

Clearview Apartments
JOHNSTOWN, COLORADO

NO.	DATE	REVISION
1	02.28.16	FINAL
2	03.03.16	REVISED PER COMMENTS
3	03.03.16	REVISED PER COMMENTS

Project Architect: PRG
Project Designer: DY
Date: 02.28.16
Job Number: 213002
Drawn By: AGH
Checked By: AGH

Title: ELEVATIONS
Sheet Number: 8- PLEX
A3-1.1A

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Council Information:

- 1. Masonry requirements – copies of:**
 - a. Resolution 2002-12 approving the Filing No. 2 Development Agreement with conditions.**
 - b. Filing No. 2 Development Agreement excerpt regarding Masonry**
 - c. Town-wide Design Guidelines for Hwy 60 Corridor and Multi-family Residential**

- 2. Task requirements for optimal timing for removal of private irrigation from Town's raw water pipeline:**
 - a. Agreement among HOAs (pending);**
 - b. Pond and Pump design (30-60 days);**
 - c. Ditch Company and Town review of plans;**
 - d. Off-irrigation season construction (November- April)**

RESOLUTION

No. 2012

**(Approving Filing No. 2 Development
Agreement with Conditions)**

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2002-12

APPROVING FINAL DEVELOPMENT PLAN/PLAT FOR CLEARVIEW PUD, SECOND FILING, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, an application has been made to the Town of Johnstown for approval of a Final Development Plan/Plat for Clearview PUD, Second Filing, a subdivision of certain lands LOCATED in a portion of the Northeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, County of Weld, State of Colorado, as more particularly described on the attached Exhibit "A"; and

WHEREAS, on March 27, 2002, the Planning Commission held a hearing and reviewed the request and recommended that the Board of Trustees approve the Final Development Plan for Clearview PUD, Second Filing, with certain conditions; and

WHEREAS, on April 15, 2002, the Board of Trustees held a hearing concerning the Final Development Plan and after considering the Planning Commission's recommendations, reviewing the file, and conducting a hearing, finds as follows with regard to the Final Development Plan/Plat, Clearview PUD, Second Filing:

1. There are significant benefits to the Town in allowing Developer to use a Planned Unit Development.
2. The Comprehensive Plan calls for residential use in this area and therefore, this proposal meets the objectives of the comprehensive plan.
3. Public utilities and facilities can be provided to this development without negatively affecting the service levels of surrounding neighborhoods.
4. The scale, bulk, landscaping, and visual integrity are appropriate for the development, are sensitive to the immediate area, are compatible with the character of the neighborhood, and promote the stabilization of the surrounding neighborhood.
5. This plan will preserve existing vegetation, preserve natural features, preserve views, and promote conservation.
6. The land use mix is appropriate, meeting the requirements of the Zoning Code, the

design standards are satisfied, and any exceptions provided to the standard regulations are warranted by virtue of inclusion in the planned unit development of a design element and amenities exceeding minimum requirements.

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

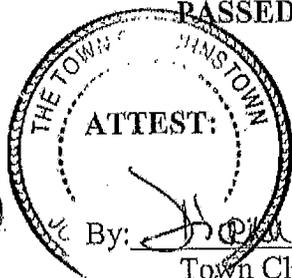
Section 1. Final PUD Development Plan Approval. The Final Development Plan for Clearview PUD, Second Filing, located in a portion of the Northeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th Principal Meridian, County of Weld, State of Colorado, as more specifically described on the attached Exhibit "A," is hereby approved.



Section 2. Conditions. Developer shall abide by all of conditions shown on the attached Exhibit "B."

PASSED, SIGNED, APPROVED, AND ADOPTED this 6th day of May, 2002.

TOWN OF JOHNSTOWN, COLORADO



By:

Diana Seele
Town Clerk, Diana Seele

By:

Troy D. Mellon
Mayor Troy D. Mellon

EXHIBIT "B"

CONDITIONS

(Clearview)

1. The commercial site will be increased to 12.5 acres. Single family home units will be decreased to 115 units. The multi-family area will be reduced to 4.5 acres.
2. There will be no home sizes below 1,200 square feet. Thirty-three percent (33%) of homes shall be between 1,200 and 1,400 square feet and the balance of the home sizes shall be above 1,400 square feet.
3. The entire 16-acre neighborhood park/school site shall be deeded to the Town prior to recording of the plat. The Town shall then hold this parcel with 6.4 acres to be used as a neighborhood park site and 10 acres to be reserved for an elementary school site. Should the school district need the 10-acre parcel for immediate construction of an elementary school, the Town shall deed the 10 acres to the school district. In the event that the school district, after ten (10) years, is not ready to construct an elementary school, the Town shall then have the option to use the parcel for an addition to the neighborhood park.
4. Owner may provide thirty feet (30') of right-of-way instead of twenty-five feet (25') for Weld County Road 13 provided that the sidewalk be within the landscaped area on Developer's land and offset at least five feet (5') from the right-of-way.
5. The swale along Weld County Road 13 as an open ditch shall be permitted provided it is landscaped and the culvert shall have grates installed for safety purposes.
6. The revised final subdivision plat and final development plat shall be reviewed and approved by the Town staff as to technical requirements and Developer shall make all technical corrections needed.
7. Concerning the sidewalk within the green belt area, this will be of concrete and need only be six feet (6') wide.
- * 8. Vinyl siding on single family homes shall be permitted. Multi-family homes are expected to be of masonry unless Town staff agrees otherwise.
9. In addition to the dedication of 6.4 acres of park land to the Town, Developer has agreed to pay \$500.00 per house at time of building permit issuance to be used for park development purposes.
10. Developer shall cooperate with the owners of the adjoining properties to resolve any storm

drainage concerns and shall include the Town to assist in resolving these issues.

11. Developer shall enter into a Development Agreement with the Town.
12. Developer shall meet with or contact each referral agency that had comments and resolve all reasonable comments with letters evidencing such resolution to be submitted by the agencies to the Town.
13. Developer to provide two all-weather means of emergency vehicular access at all times during and after completion of the development.
14. Developer shall make all recommended revisions to the sketch plan notes as outlined in the staff report.
15. Evidence shall be provided of CDOT approval of all proposed access points onto State Highway 60.
16. Developer shall clarify the treatment of the Home Supply Ditch and the status of the access to State Highway 60 through the church property.
17. A list shall be included of the proposed outlots and tracts on the plat together with their intended use, ownership, and maintenance.

FILING
No. 2
DEVELOPMENT
AGREEMENT
(Excerpt Regarding Masonry)

EXHIBIT B-3

**ADDITIONAL TERMS, CONDITIONS OR PROVISIONS
(Clearview -- Filing #2)**

1. Prior to the issuance of any permits, two (2) access points with an all weather surface, per Final Utility Plans, must be constructed by Developer.
2. **Fencing.** Along that portion of Owner's property which abuts Weld County Road 13 and State Highway 60, if applicable, there shall be a six foot (6') wood or vinyl fence with brick and/or rock columns (plans and specs to be approved by the Town) located every one hundred feet (100') to be owned and maintained by Developer and/or a homeowners association to be established by Developer. Brick and/or rock columns shall only be required along Weld County Road 13 and brick and/or rock columns shall not be required on any local or collector streets. The Town must approve fencing and landscaping plans prior to construction. There will also be some areas that contain collector streets within the subdivision where the back lot of some homes that back onto the collector street will also have a similar type fence. Behind these fences, the area adjacent to these streets, will be a combination of fence to green belt to sidewalk to green belt to street. These areas shall also be maintained by the Developer and then the homeowners association. Landscaping plans for common/public areas have been submitted for approval by the Town. Collector streets are to have a five foot (5') detached sidewalk on each side and be landscaped with irrigated turf grass, trees and shrubs. Interior walking paths will be eight feet (8') wide concrete (6 inches thick) and landscaped as approved in the landscaping plans. Also, the Developer shall install a six foot (6') solid fence along the Northerly right-of-way of the existing railroad tracks. This fence shall be installed with each Phase as each Phase is developed. The fence shall be installed prior to the issuance of Certificate of Occupancies for each Phase.
3. **Street Lighting Plan.** Developer shall provide a street lighting plan as part of the landscaping plan, in form and substance acceptable to the Town.
4. **Looping of Water Main.** In connection with the development of the Property, the Developer shall not be required to complete the final looping of the main water line connections from State Highway 60 and Weld County Road 13 through the subdivision to Highway 60 and Carlson Blvd. (on the Western boundary of the subdivision), until construction of the final phase of the Development.
5. **Payback Agreement Related to Sewer Trunk Line on Southern Boundary of the Property.** In connection with the development of the Property, Developer has been required to oversize and overdig the sewer line (the "Sewer Line") on the southerly boundary of the Property to

facilitate hook-up into the Sewer Line by developments to the west of the Property. The Developer requirements that cost of the Sewer Line which would have otherwise been installed by Developer if Developer had not been required to over-size and deepen the same is approximately Ninety-Three Thousand Eight Hundred Dollars (\$93,800.00), which would leave the additional cost of oversizing and overdigging said Sewer Line at Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) (the "Reimbursable Amount"). All cost data to support these amounts must be submitted to the Town Engineer, under signature (dated) and seal of Developer's engineer to be accepted by the Town as a "Reimbursable Amount." As a condition to allowing any other party to attach to the Sewer line (an "Attaching Party"), the Attaching Party shall be required to reimburse Developer for the full amount of the, or at least the reasonable proportion of the, Reimbursable Amount, which shall be based on actual and not estimated costs. The said payment by the Attaching Party shall be made prior to, and as a condition to, attaching to the Sewer Line. Nothing herein shall preclude the Attaching Party from requiring additional reimbursement agreements with other property owners who are required to tap into the Sewer Line in the future.

6. ***No Requirement to Pay Gateway Sewer/Water Extension.*** The Town acknowledges that Developer shall have no obligation as a condition to developing the Property, to participate in costs related to the extension of sewer/water lines associated with the project commonly known as the Gateway Water/Sewer Main Project, or any similar existing or future projects relating thereto.
7. ***Construction of Turn Lane.*** The owners/developers of the Northwest and Northeast corners of the intersection of Weld County Road 13 and State Highway 60 shall be responsible for all design, construction, and other costs associated with the construction of the left turn lane north onto Weld County Road 13 from State Highway 60.
8. ***Reasonableness.*** Whenever the consent, approval, cost calculation, cost reimbursement, or other action of either party to this Agreement is required hereunder, such consent, approval, cost calculation, cost reimbursement, or other action shall not be unreasonably withheld, deferred, delayed, or calculated.
9. There shall be a six foot (6') vinyl or wood fence, to be approved by the Town, along the railroad right-of-way adjacent to the Second Filing lots, and along the west side of Weld County Road 13, behind all single family lots.
10. All internal greenbelt walkways through the subdivision shall be constructed of six inch (6") thick concrete and be eight feet (8') in width.
11. House elevations and specifications shall be submitted by builders and approved by the Town.

12. There will be no homes less than 1,200 square feet. No more than thirty-three percent (33%) (38 homes) shall be constructed that are less than 1,400 square feet but larger than 1,200 square feet within this Second Filing. The balance of the homes shall be above 1,400 square feet. If the Builder/Developer determines market conditions are hindering sales because of this restriction, he may, in the future, request of the Town Board that this restriction be amended.
13. Developer shall dedicate twenty-five feet (25') of right-of-way on Weld County Road 13 to the Town with a thirty foot (30') landscape buffer immediately to the west of the right-of-way as per the plat. An eight foot (8') wide meandering concrete walk shall be installed within the thirty foot (30') landscape buffer and outside of the right-of-way and offset at least five feet (5') from the right-of-way.
14. The drainage swale along the west side of Weld County Road 13 shall remain as an open swale as per the Utility Plans submitted to the Town provided it is landscaped and the culvert shall have grates installed for safety purposes.
- * 15. Brick, stone, or other masonry material is desired by the Town to be installed on twenty-five percent (25%) of the front elevation of the multi-family homes, but actual materials shall be reviewed by staff at the time of site plan submittal and review. Vinyl siding shall remain as an acceptable building material for single family home construction. Single family homes shall be of at least twenty-five percent (25%) masonry on the front elevation.
16. Developer shall continue to work with the property owners to the south on an acceptable resolution to the storm drainage flows over the 100-year requirements and shall include the Town to assist in resolving these issues. The Town agrees that the construction of these storm improvements may not take place until Fall of 2002, and the completion of the drainage improvements shall not be a condition of the Town for the issuance of full non-conditional final Certificate of Occupancies for the First Filing. All drainage and holding ponds shall be kept free of standing water.
17. Town staff reserves the right to review the final plat and the final development plan to ensure compliance with applicable Town Codes.
18. The entire 16-acre neighborhood park/school site shall be deeded to the Town prior to recording of the plat. The Town shall then hold this parcel with 6.4 acres to be used as a neighborhood park site and ten (10) acres to be reserved for an elementary school site. Should the school district need the 10-acre parcel for immediate construction of an elementary school, the Town shall deed the ten (10) acres to the school district. In the event that the school district, after ten (10) years, is not ready to construct an elementary school, the Town shall then have the option to use the parcel for an addition to the neighborhood

park. Upon this land dedication, all park/school and open space dedications have been met for the entire development of the Clearview P.U.D. In addition to the dedication of 6.4 acres of park land to the Town, Developer has agreed to pay \$500.00 per house at time of building permit issuance to be used for park development purposes.

19. Land uses for the Second Filing shall be as follows:

- I. Single family -- 115 lots
- II. Multi-family -- 51 homes on +/- 4.25 acres (12 units/acre)
- III. Commercial Site -- 12.42 acres with a maximum of 125,000 G.L.A.
- IV. Neighborhood Park/School -- 16.4 acres

20. **Signs.** All signs shall meet the Town's Sign Code requirements.

21. The revised final subdivision plat and final development plat shall be reviewed and approved by the Town staff as to technical requirements and Developer shall make all technical corrections needed.

22. Developer shall make all recommended revisions to the sketch plan notes as outlined in the staff report.

23. Evidence shall be provided of CDOT approval of all proposed access points onto State Highway 60 at the time of site plan approval for the commercial and multi-family areas.

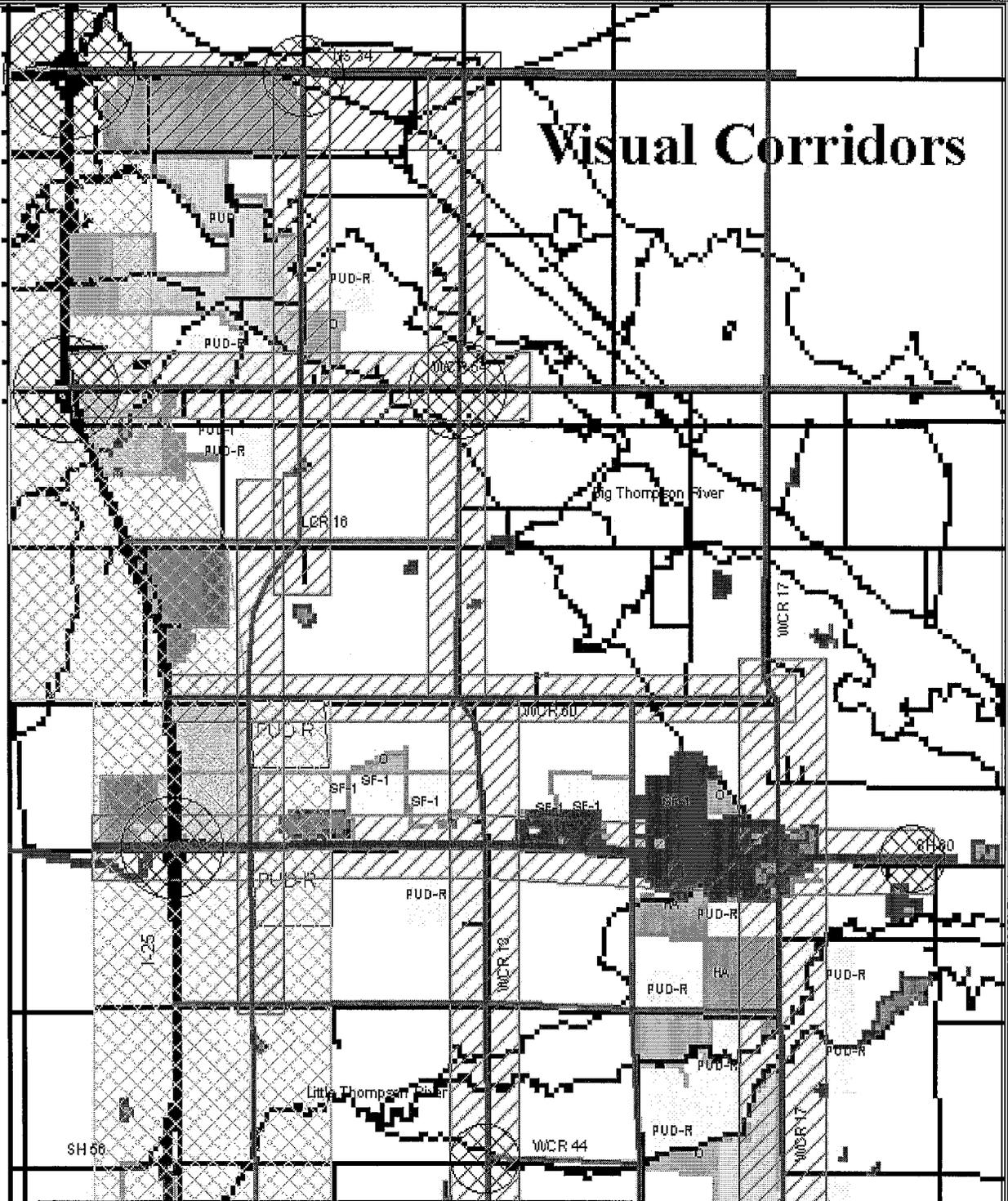
24. Developer shall meet the landscape standards concerning the portion of the Home Supply Ditch adjacent to Developer's property.

25. A list shall be included of the proposed outlots and tracts on the plat together with their intended use, ownership, and maintenance.

26. **Non-Potable Water.** Non-potable irrigation of Highway 60 and Weld County Road 13 landscaping, the park/school site, and all open space acres is required. A connection to the Town's raw water pipeline may be made by Developer to meet this requirement, with a pressure reducing valve and other appropriate components, with Town's prior review and acceptance of all plans. At some future point in time, the Town may require disconnection from the raw water pipeline and then connection shall be made to other raw water sources available to the Town with repressurization and connection facilities. Responsibility for payment, therefore, shall lie with those property owners (other than owners and developers of Clearview) who benefit from such raw water facility. The disconnection and reconnection shall be accomplished by the Town with no expense to owners and developers of Clearview nor their successors in interest.

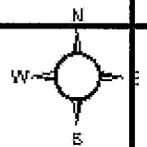
**DESIGN
GUIDELINES**

Visual Corridors



Legend

- I-25 Corridor
- US 34 Corridor
- Major Arterial Corridor
- Gateway



- Signage programs and designs along the corridor should be especially image-conscious. The Town supports the Tourist Oriented Development signage (blue signs) along the highways as the signs promote local businesses and reduce the need for very large signage.

4.2.2 Gateways

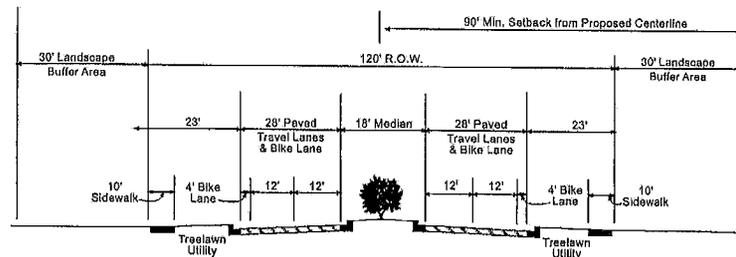
Gateway opportunities occur at existing and anticipated primary entrances to Town, especially at the major highway interchanges and where arterials cross into Town limits.

1. Gateway features should at the minimum, include Town identification signage in a landscaped setting, located and sized so as to be visible to motor vehicles. Enhancements such as special lighting and public art are also encouraged where appropriate.
2. Private development is encouraged to assist in creating the Gateways by providing space for entry signage, and by reinforcing the desired image through landscape treatment. Landmarks such as signature buildings will also reinforce the Gateways.

4.2.3 Arterial Streets

Arterial streets are designated in the Town Transportation Plan. Arterials form the main traffic-movement network after highways. Arterials are the primary visual corridors because they carry the highest volume of traffic are wider and the most visually prominent. As a bonus feature for Johnstown, the magnificent Rocky Mountains and Front Range views can be framed and featured by corridor design.

Arterials standards (interim and ultimate design) call for several elements of visual interest:



Ultimate Phase

- A landscaped median, 18'in width.
- No on-street parking.
- A minimum 10' or larger sidewalk, reflecting the scale and pedestrian characteristics of the corridor segment.
- A generous, formal landscaped right-of-way with additional private landscaping beyond.
- Elements with common design and/or color such as light fixtures, signs, and other street furniture.

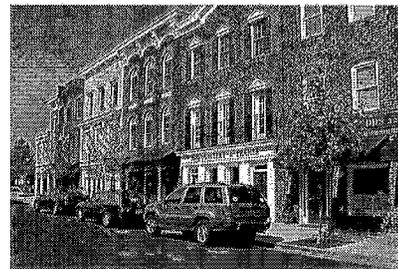
JOHNSTOWN DESIGN GUIDELINES

5.2 MULTI-FAMILY RESIDENTIAL

Multi-family residential - attached residential (duplex and above), townhomes, row housing, condominiums and apartments.

5.2.1 GENERAL

1. Lower intensity/density multi-family development (8-12 du/ac average) is encouraged near major arterials or as a transition between non-residential and single family developments.
2. Higher density (12 du/ac+) residential should be located at commercial or transit centers and not next to single family neighborhoods.
3. Residential-over-commercial is encouraged in the Central Business District or in new multi-use activity centers near I-25.



5.2.2 SITE PLANNING

1. Provide an attractive separation, such as a landscaped buffer from adjoining lower-density residential development sufficient to maintain an open appearance. Do not place parking or rows of garages against single family lots.
2. Provide for a "public side" along perimeter streets and for internal private areas exclusive to the residents. The public side should provide for landscaped front yard with walkway connections to public sidewalk.
3. Buildings should vary in orientation relative to the street.
4. In planned unit developments at least 30% of the site is to be in open area, including landscaped buffers and amenities, while 10% of the site is to be in park and recreation use.
5. Project amenities should be appropriate to the anticipated occupants and at the minimum include common plazas and parks, playgrounds and paths. Large developments should provide clubhouses and recreation facilities such as fitness centers.

5.2.3 ACCESS AND PARKING

1. Refer to Johnstown Transportation Plan for access restrictions based upon classification of street.
2. Driveways should promote free flow of traffic from the street into the property for at least 50' without driveways or cross-traffic.

JOHNSTOWN DESIGN GUIDELINES

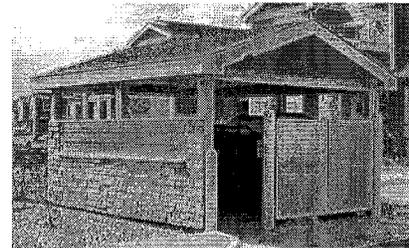
3. Refer to Johnstown Parking Regulations for requirements.
4. Required off-street parking should be located away from the perimeter of the development, or fully screened from view.
5. Garage openings and covered parking should be oriented away from the street.

5.2.4 LANDSCAPING

1. Refer to Town of Johnstown Landscape Standards and Specifications.
2. Entry features should be used to highlight access to the development and provide a point of interest along the street.
3. Strong perimeter landscaping
4. Extensive landscaping of common open space areas and parking, provision of amenities is encouraged to maintain the residential character of the development.

5.2.5 ACCESSORY STRUCTURES

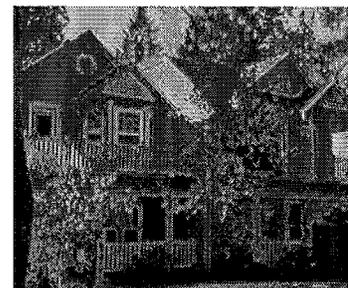
1. Trash enclosures should fully screen the dumpsters and recycle bins from view. Enclosures should match the materials and design of the buildings.



2. Mailboxes. Postmaster-approved mailbox clusters should be located in one or more covered and well-lighted areas.

5.2.3 ARCHITECTURE

1. Buildings in or near the older portions of Town should not exceed three stories.
2. Buildings in developments adjacent to single family neighborhoods are encouraged to adapt the architectural features of single family detached residential, to achieve a "large house" appearance. Street-side entries, sloped roofs, varied roof height, reduced upper floors, variable wall planes, and covered porches/entries help achieve the large house look.
3. Higher density, larger scale multi-family is encouraged in mixed-use areas where there is more flexibility to reflect or contrast with the scale and materials of the surrounding development.
4. While emphasizing the public street image, design and materials quality should be employed on all sides.



JOHNSTOWN DESIGN GUIDELINES

5. Regional materials such as timber and stone provide texture and richness to residential and should be liberally used. Masonry, including stone and brick should be provided for the entire first floor, or 40% of the overall wall surface, whichever is the greater amount.
6. Rooftop equipment and services should be screened from view, especially from public thoroughfares.
7. External balconies are encouraged, but should not be used for storage.
8. Garages can be used to transition building scale, and to provide a buffer against other uses.



AGENDA ITEM 9B

WATER

AND

SEWER

SERVICE AGREEMENT

(Clearview PUD, Filing No. 5)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 4, 2016

ITEM NUMBER: 9B

SUBJECT: Consider Water and Sewer Service Agreement for Clearview PUD, 5th Filing

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Clearview PUD, 5th Filing

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: In compliance with the Town's water rights dedication ordinance the owner, Clearview Holdings, LLC, submitted to the Town a revised Water and Sewer Demand Analysis on or about November 12, 2015, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of 8 multi-family buildings and 56 dwellings with 2.2± acres of irrigated landscaping, the water demand is calculated to be 21.73 acre feet per year. Landscaping irrigation demand is 5.49 acre feet per year. Non-potable landscape irrigation is proposed.

The domestic water requirement for this project is 21.73 acre-feet per year. Home Supply water rights are to be dedicated and water court transfer fees paid to the Town.

*Originally scheduled for the January 20th, 2016 Council meeting, the applicant's attorney requested this matter be rescheduled for the February 1st meeting along with the Clearview PUD, Multi-Family Final Site Development Plan. At the February 1st Council meeting, the public hearing for the Final Site Development Plan and the Water and Sewer Service Agreement for Clearview PUD, 5th Filing was continued to the April 4th Council meeting.

LEGAL ADVICE: The attached Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Peter Ampe.

FINANCIAL ADVICE: N/A

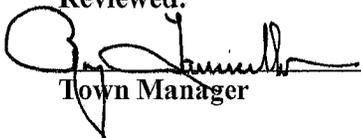
RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Clearview PUD, 5th Filing and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Clearview PUD, 5th Filing.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **CLEARVIEW HOLDINGS, LLC** a Colorado limited liability company ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), sometimes collectively referred to as "Parties" or singularly as "Party",

WITNESSETH:

WHEREAS, Developer is the owner of a portion of approximately 160.9 acres of land located in the NE1/4 of Section 12, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, including 4.249 acres More or Less to be served under this Agreement and described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement between Michael Harroun, as Owner, and the Town dated May 1, 2000; and

WHEREAS, a portion of the Subject Property is being developed as Clearview PUD Fifth Filing ("Filing 5"); and

WHEREAS, Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water demand and sewer demand, a current commitment by the Town for water and sewer service for Filing 5 of the Subject Property.

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, as amended, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("Ordinance"), Developer has submitted to the Town a revised preliminary Water and Sewer Demand Analysis. Said revised analysis was received by the Town on or about November 12, 2015, is on file with the Town and is hereby accepted by the Developer and Town as revised upon review by the Town's water resources engineer. The analysis addresses the projected water and sewer demands for Clearview PUD, Fifth Filing as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
56 Multi-Family Homes (in-house only)	16.24	0.81
Common Areas and Landscape Irrigation (2.2035 acres)	5.49	4.67
Total	21.73	5.48

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2. Water Rights Dedication. The water requirement for Filing 5, is approximately 21.73 acre-feet per year. In Developer's previous Water and Sewer Service Agreement regarding Clearview PUD, Fourth Filing, Developer used its previous surplus dedication credit and has no further credit to apply to this Agreement. Within thirty (30) days following execution of this Agreement, Developer must dedicate to the Town three (3) shares of stock in the Consolidated Home Supply Ditch and Reservoir Company ("Water Stock") that have been changed by the Water Court for Water Division No. 1 and decreed for municipal and other purposes within the present or future boundaries of the Town. The dedication must be in accordance with the Town's Ordinance and all documents shall be satisfactory to the Town Attorney. The dedication will be by delivery to the Town Attorney of a valid stock certificate for the Water Stock or Water Units, as applicable, together with an executed stock assignment accompanied by an attorney's title opinion, on which the Town can rely, stating that the Developer owns good and marketable title to the water rights proposed for dedication, free and clear of all encumbrances.

3. Surplus dedication credit. The dedication of the Water Stock described in paragraph 2 above will provide to Developer Raw Water Credits in excess of the water demand projected for the Subject Property. As a result of said dedication, the Developer will have a surplus dedication credit with the Town of 5.54 acre-feet. The credit is calculated as follows:

Credit for 3 Changed Home Supply shares:	24.0 acre-feet
LESS: Estimated demand:	21.73 acre-feet
Net current surplus credit:	2.27 acre-feet

Upon notice and written approval of the Town, said credit may be utilized anywhere within the Subject Property to offset increased demands, if any, which are not currently projected, or for future development filings, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the applicable Town's Ordinance

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 21.73 acre-feet per year of potable water supply together with the corresponding sewer service.

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

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of six-thousand four-hundred and fifty dollars (\$6,450.00) as payment of the Water Court Transfer Fees required by the Amended Ordinance. This payment is only for the required dedication of 21.73 acre-feet per year of estimated water demand and estimated consumptive use of 5.48 acre-feet per year (43 SFE) for the Subject Property. If the actual demand for the Subject Property increases, additional fees will be

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required. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Subject Property is agreed to in the future, the Water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

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

TO DEVELOPER:

TO DEVELOPER:

Clearview Holdings, LLC
Attention: Larry S. Buckendorf, J.D.
7251 W. 20th Street, L-200
Greeley, CO 80634
(970) 352-7072
(970) 350-5357

TO THE TOWN:

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

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

Avi Rocklin, Esq.
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

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

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

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

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

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

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

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

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

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

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

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to water and sewer service for Filing 5 and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

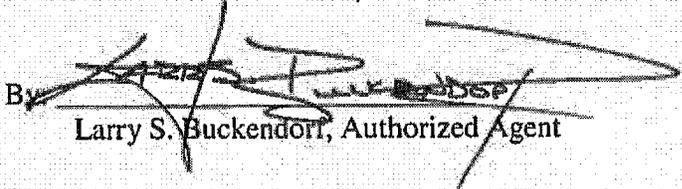
17. Recordation and Authority. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto. Each person signing this agreement represents that he/she has been duly authorized to sign this agreement on behalf of his/her respective entity.

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

(Signatures follow on separate pages)

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CLEARVIEW HOLDINGS, LLC

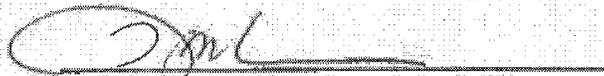
By 
 Larry S. Buckendorf, Authorized Agent

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 4 day of January, 2016 by
Larry S. Buckendorf, Authorized Agent of Clearview Holdings, LLC.

Witness my hand and official seal.

LAIRA L ZIEGLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19964000496
MY COMMISSION EXPIRES JANUARY 31, 2020



Notary Public
Laira Ziegler

Avila, CO
Address

9703527072
Telephone

My Commission Expires: 1-21-20

**TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation**

By: _____
Mark Romanowski, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

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EXHIBIT A

LEGAL DESCRIPTION:

**Tract A Clearview PUD 2nd Filing,
Town of Johnstown,
County of Weld, State of Colorado.**

