



MEETING OF THE PLANNING COMMISSION

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Thursday, May 22, 2025, 6:00 p.m.

This is an IN-PERSON meeting at the location and time noted above.

This meeting will be streamed live on YouTube. The live stream is accessible by visiting www.berthoud.org/stream

1. Call Meeting To Order
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Meeting Minutes
Approval of Planning Commission Meeting Minutes from May 8, 2025

Documents:

[MEETING MINUTES, PLANNING COMMISSION, MAY 8, 2025.PDF](#)

5. Public Hearing: Farmstead Acres Preliminary Plat
Public hearing to consider a request for a Preliminary Plat known as Farmstead Acres, located approximately 560 feet west of North Dorothy Drive and the intersection with Remuda Road.

Documents:

[01 INFORMATION FORM.PDF](#)
[02 STAFF REPORT.PDF](#)
[03 APPLICATION MATERIALS.PDF](#)
[04 DRAFT RESOLUTION.PDF](#)

6. Public Hearing: Harvest West Annexation, Neighborhood Master Plan And Zoning
A public hearing to consider a request for an Annexation, Neighborhood Master Plan and Zoning for property known as Harvest West located adjacent to and west of the existing Harvest North and South development along South Berthoud Parkway

Documents:

00 INFORMATION SHEET.PDF
01 STAFF REPORT.PDF
02 LETTER OF INTENT.PDF
03 PETITION FOR ANNEXATION.PDF
04 ANNEXATION ASSESSMENT REPORT.PDF
05 ANNEXATION AGREEMENT.PDF
06 ANNEXATION MAP.PDF
07 NMP NARRATIVE.PDF
08 NMP MAP.PDF
09 TIS.PDF
10 ZONING ASSESSMENT REPORT.PDF
11 ZONING MAP.PDF

7. Report By Staff

8. Adjourn

Individuals needing special accommodation may request assistance by contacting the Town Clerk at 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.



**Garden
Spot of
Colorado**

**Town of Berthoud Planning Commission Work Session
Town Hall
Board Room
807 Mountain Avenue, Berthoud, CO 80513
May 8, 2025 at 6:00 p.m.**

1. Meeting called to order – Chairperson Anderson at 6:04 p.m.
2. Pledge of Allegiance
3. Roll Call

The following Planning Commission members were present:

Karen Anderson, Chair
Abigail Smith, Vice Chair
Mark Brodie, Commissioner
Nick Semedalas, Secretary
Stacy Sigman, Commissioner

The following Planning Commission members were absent:

Marc Hofmans, Commissioner
David Pond, Commissioner

The following staff members were present:

Anne Johnson, Community Development Director
Tawn Hillenbrand, Planning Manager

4. Approval of Minutes from the April 10, 2025 Housing Steering Committee Meeting
 - a. Moved by Commissioner Semedalas and seconded by Commissioner Smith
5. Approval of Minutes from the April 10, 2025 Planning Commission Meeting
 - a. Moved by Commissioner Smith and seconded by Commissioner Semedalas
6. Berthoud – Mead IGA. Director Johnson presented the Berthoud-Mead IGA and discussed the document's intent, obligations and the collaborative mapping materials.
 - a. The public hearing opened at 6:24 p.m. and closed at 6:24 p.m.
 - b. Commissioner Sigman moved to forward the IGA onto the Town Board of Trustees with a recommendation of approval. Seconded by Commissioner Brodie
7. Discussion item: The Land Use Code will be amended in entirety in 2025 starting with the General Provisions, Annexation and Flood Sections. Director Johnson presented an overview of the proposed changes to these sections and let the Commissioners know the entire Code will be brought before them as discussion items during the next few months. A public hearing in early autumn will present the proposed amendments to the entire Land Use Code.
 - a. Discussion opened at 6:25 p.m. and closed at 6:45 p.m.

8. Report by Staff:

- a. The next Planning Commission will be on May 22, 2025 with two Land Use Hearing scheduled
- b. Town Board outcomes
 - i. Housing Diversity Plan was approved on April 22, 2025. Gratitude from the Town Board was given to the Steering Committee members.
 - ii. Natural Healing Section of the Town Code received first reading on April 22, 2025 and the second reading will be held on May 13, 2025.
 - iii. There is a vacancy on the Town Board as Trustee Chris Kurtz resigned.
 - iv. Bella Manzo has accepted the offer to become the Town Planner.

9. Adjourn

The meeting was adjourned by Motion of Commissioner Sigman and seconded by Commissioner Semedallas at 7:12 p.m.

Chairperson

Secretary

PLANNING COMMISSION INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 22, 2025
Agenda Title/Subject:	Public Hearing to consider a request for a Preliminary Plat, known as Farmstead Acres, located approximately 560 feet west of the N. Dorothy Drive and Remuda Road intersection.
Type of Item:	Public Hearing
Purpose:	Request for approval of a Preliminary Plat to create 32 single-family attached (duplex) lots, 5 single-family detached lots, and multiple outlots to accommodate a pocket park and trail connections.
Presented by:	Tawn Hillenbrand, Planning Manager

ATTACHMENTS:

- Staff Report with application materials
- Resolution ## (Series 2025)

BACKGROUND:

Farmstead Acres received Neighborhood Master Plan and Rezone approval in February 2023. The currently undeveloped property is approximately 5.928 acres and is currently zoned Urban Residential and Suburban Residential. The proposed Preliminary Plat is in substantial compliance with the Neighborhood Master Plan approved in February 2023. The road network, lot configuration, density, and proposed open space areas are aligned with the previously approved plan. The Preliminary Plat includes 32 single-family attached residential (duplex) lots, 5 single-family detached lots, and multiple outlots to accommodate a pocket park and two trail connections.

Preliminary Plat is the next phase of the overall land use approval process for a subdivision following Neighborhood Master Plan and Rezone approval.

UPDATE/NEXT STEPS:

Tonight, the Planning Commission will hear one request of the applicant. The purpose of the Preliminary Plat is to provide the Town with an overall plat and the associated engineering for the proposed development.

Following the Planning Commission public meeting, the Town Board of Trustees will hear the request at their regularly scheduled hearing on June 10, 2025. The applicant will be required to record the Preliminary Plat if approved by the Town Board of Trustees, and any Conditions of Approval will need to be addressed prior to submitting an application for the final process. The final planning process step would be a public hearing before the Planning Commission for a Final Plat. The Final Plat phase includes review of the Construction

Documents (100%), referral agency review, analysis of the utilities and infrastructure planned for the project, off-site and on-site improvements, for example. The Final Plat can encompass all or a portion of the project. Both the Preliminary and Final platting must adhere to the Neighborhood Master Plan.

Referral agencies such as the school district, fire protection district, utility and infrastructure providers, for example have reviewed the Preliminary Plat applications. Referral agency comments at this phase are incorporated into the Staff Report and are used by the applicant when they are preparing their next land use application materials for review. Sanitary sewer and water main engineering designs, the need for water dedication, and school bus stop locations, if needed, for example are reviewed at the Preliminary Plat and Final Plat stages. The developer has provided Construction Documents with this phase and will be required to with the next or final phase of development, and these will be reviewed by the Town Engineer and supportive agencies.

FISCAL IMPACT AND FUND SOURCE:

There is no negative impact to the Town in consideration of this request for Preliminary Plat. Public notice is funded through fees paid by the applicant. Development review is funded through fees paid by the applicant.

COMMUNITY TOUCHSTONES:

Consideration of this request does not negatively impact community touchstones and in fact is supportive of the 2021 Comprehensive Plan. The proposed Preliminary Plat is consistent with the previously approved Neighborhood Master Plan which aligns with the vision of the Comprehensive Plan.

RECOMMENDED ACTION(S):

Staff recommends approval of the request. See suggested motions in the Staff Report.



STAFF REPORT: FARMSTEAD ACRES PRELIMINARY PLAT

DATE: May 22, 2025

GENERAL INFORMATION

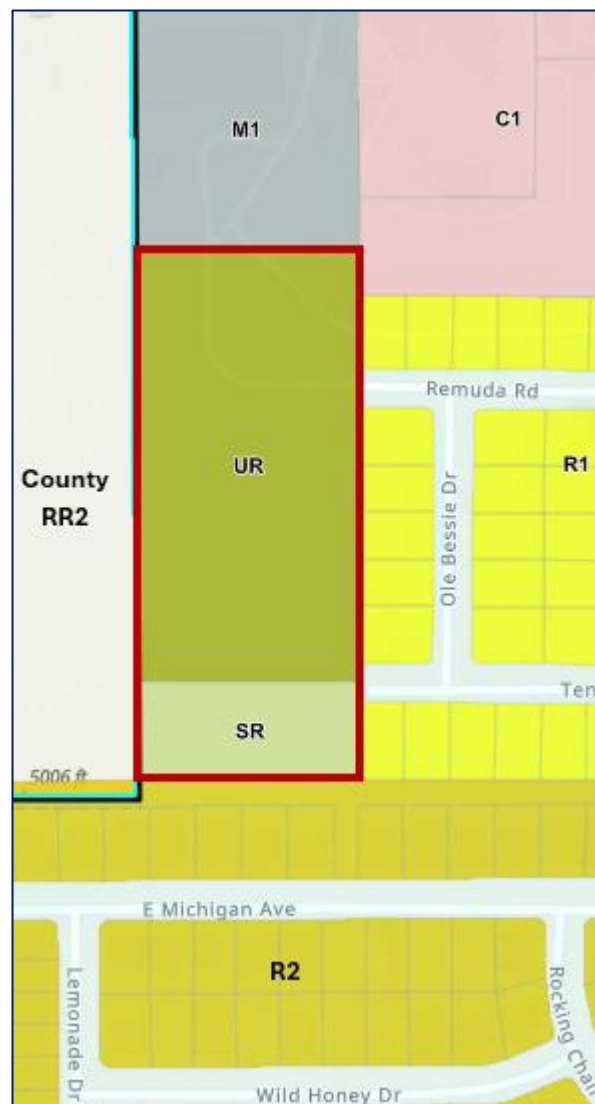
GENERAL INFORMATION		
Applicant:	Todd Johnson – Terra Forma Solutions, Inc.	Size: 5.928 acres
Site Location:	The property is located approximately 560 feet west of the N. Dorothy Drive and Remuda Road intersection. 	
Applicant's Request:	The Applicant is requesting Preliminary Plat approval to create 32 single-family attached (duplex) lots, 5 single-family detached lots, and multiple outlots to accommodate a pocket park and tail connections.	
Current Zoning:	UR – Urban Residential and SR – Suburban Residential	
ZONING DISTRICT INFORMATION		
	UR (Single-family Attached)	SR (Single-family Detached)
Max Density	Defined by approved NMP	Defined by approved NMP

Min. Lot Area	2,000sf	2,500 sq. ft/3,500 sq. ft.
Front Setback	8'-12'	20' front loaded
Side Setback	5' / 10' corner side (0' attached)	5' / 10' corner side
Rear Setback	5' rear loaded garage	20' front loaded
Max Building Height:	30'	30'

SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS

	<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setbacks for Adjacent Zoning</u>
North	M1	Storage building	N/A
South	R2	Single-family Residential	N/A
East	C1 / R1	Commercial Event Center / Single-family Residential	N/A
West	County RR2	Single-family residential, vacant	N/A

Zoning Map:



Subject property outlined in red.

Proposal

The applicant proposes to create 32 single-family attached (duplex) lots, 5 single-family detached lots, and multiple outlots to accommodate a pocket park and two tail connections. The proposed Preliminary Plat is in substantial compliance with the approved Neighborhood Master Plan approved in April 2023. The Preliminary Plat, if approved, would allow the applicant to apply for a Final Plat that would formally subdivide the lots.

Background

The currently undeveloped property is approximately 5.928 acres and is currently zoned Urban Residential and Suburban Residential. Farmstead Acres received Neighborhood Master Plan and Rezone approval in February 2023. The approved Neighborhood Master Plan includes 32 single-family attached and 5 single-family detached residential lots, along with a pocket park and a trail connection.

The proposed Preliminary Plat is consistent with the approved Neighborhood Master Plan. The road network, lot configuration, density, and proposed open space areas are aligned with the previously approved plan. One minor modification reflected on this Preliminary Plat not included on the approved Neighborhood Master Plan is the second trail connection. This modification was made at the request of Staff and is not substantial in nature; therefore, is considered to be consistent with the approved Neighborhood Master Plan.

Preliminary Plat Review Criteria

In addition to all provisions of this Code, the Town shall use the following criteria to evaluate the applicant's request:

30-6-107(B) Review Criteria	Finding	Rationale
1. The preliminary plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code.	Yes	The preliminary plat is a functional system of land use. The road network, lot configuration, density, and proposed open space areas are aligned with the previously approved Neighborhood Master Plan. Those residential lots being created with this plat meet the standards of the UR – Urban Residential and SR – Suburban Residential zone district.
2. The application is consistent with the approved concept plan and incorporates the Town's recommendations and any conditions of approval.	Yes	The plan is consistent with the approved Neighborhood Master Plan (2023). The approved Neighborhood Master Plan contains one (1) condition of approval. The condition states that the applicant shall develop a solution for the eastern border of the project, considering screening, aesthetics, and maintenance such as snow removal. Staff find that the condition has been addressed. The project is proposing a 6-foot-tall privacy fence, with lattice detail, along the entire eastern property line and a curb head inside the fence on the alley side. The fence will provide privacy and screening, while the curb head will assist in protecting the fence from damage during snow plowing operations or by other vehicles. Snow will be stored on applicants' lots and will not spill over to the eastern lots with the fence being present. Landscaping was considered; however, this was not logical due to site constraints.

3. The land use mix within the project conforms to Berthoud's Zoning District Map and Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan and PORT Plan.	Yes	The creation of single-family residential lots conforms to Berthoud's Development Code for the UR – Urban Residential and SR – Suburban Residential districts. The Future Land Use Map envisions this area as Suburban Residential. The approved Neighborhood Master Plan is consistent with the Future Land Use Map, and the Preliminary Plat is consistent with the approved Neighborhood Master Plan. The project provides adequate public sidewalks, trails, and pedestrian connections to allow walkability within the project area and well beyond. Once developed, the project will be well connected to the neighboring residential areas.
30-6-107(B) Review Criteria	Finding	Rationale
4. The utility and transportation design is adequate, given existing and planned capacities of those systems.	Yes	As part of the Preliminary Plat application, the applicant provided a Preliminary Traffic Impact Study (TIS) / Analysis, Preliminary Water and Sewer Utility Report, and Preliminary Construction Documents. Additionally, the required dry utility easement locations are included on the Plat. The plans were reviewed by Town Staff as well as outside referral agencies. Staff and referral agencies find that the applicant has provided adequate plans for utilities and transportation designs for Preliminary Plat. Final versions of these reports/plans, at 100% completeness, will be required at Final Plat submittal.
5. Negative impacts on adjacent land uses including, but not limited to: solar access, heat, dust, glare, traffic and noise have been identified and satisfactorily mitigated.	Yes	The applicant provided the following required preliminary plans and reports which were reviewed by Town Staff and referral agencies specializing in the specific areas of study: - Preliminary Grading and Drainage Plan - Preliminary Water and Sewer Utility Report - Soils Report (Geotechnical Report) - Preliminary Landscape Plan - Preliminary Traffic Impact Study (TIS) / Analysis - Environmental Ecological Resource Survey Report Staff and referral agencies found that the reports and plans identify and satisfactorily mitigate impacts to adjacent land uses. Additionally, the applicant addressed the one condition of approval placed on the Neighborhood Master Plan regarding impacts to the neighboring properties along the east property line. The inclusion of a 6-foot tall privacy fence and curb head along the east property line is intended to migrate concerns related to privacy and snow removal.
6. There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use	Yes	The Comprehensive Plan and Future Land Use Map anticipate the Suburban Residential Character areas to be vibrant places that are made up of lower intensity commercial and lower density residential uses that are in close proximity to each other to encourage walking and

and/or housing types within Berthoud.		bicycling to nearby neighborhood services. Development within the Suburban Residential areas should provide neighborhoods with primarily single-family detached and single-family attached homes. This development reflects desirability within the community as it is defined in the Comprehensive Plan and contributes to a balance of land use and housing types.
30-6-107(B) Review Criteria	Finding	Rationale
7. How the applicant has addressed comments received from the public, during the Public Comment portion of the process.	Yes	Comments received as part of the Public Comment portion of the process have been provided to the applicant and included with this report as an attachment. Comments received to date have been addressed.

PUBLIC NOTICE AND COMMENT

Notice of the Planning Commission Public Hearing and Town Board of Trustees hearing has been mailed to property owners within 500 feet of the subject property on May 5, 2025, a legal ad published on May 4, 2025, and the property was posted as required by the Development Code by May 5, 2025. In addition, notice of application was sent out to all property owners within 500 feet upon initial submittal in February 2024 with an invitation to comment on the request within three weeks of receipt.

Over the course of the last year, Staff has received two (2) public comment emails. Those emails are included in the attachments to this report.

FINDINGS AND RECOMMENDATIONS

Staff recommends Planning Commission make a motion to recommend approval of the Farmstead Acres Preliminary Plat to the Board of Trustees.

Attachments

1. Application form
2. Preliminary Plat
3. Preliminary Landscape Plan
4. Approved Neighborhood Master Plan (for reference only)
5. Traffic Analysis
6. Combined Public Comments



Town of Berthoud
807 Mountain Ave.
P.O. Box 1229
Berthoud, CO 80513
970.532.2643

DEVELOPMENT REVIEW APPLICATION

All required information must be provided before submittal will be accepted and deemed complete.
To be complete, the application must include all items identified on the submittal checklist.
Please complete both sides of application form.

Parcel Number(s): 9424267003 and 9424267004		
Site Address: TBD, West of Farmstead Subdivision, Extension of Remuda Road and Tenderfoot Drive		
Project Name: Farmstead Acres Subdivision - Second Filing		
Brief description of project: Preliminary Plat for residential areas shown on the neighborhood plan.		
APPLICATION TYPE (Check as appropriate):		
☐ Annexation	☒ Preliminary Subdivision Plat	☐ Final Site Plan
☐ Rezoning	☐ Final Subdivision Plat	☐ PUD Amendment
☐ Concept Plan	☐ Plat Amendment	☐ PUD Preliminary Development Plan
☐ Minor Subdivision	☐ Oil and Gas	☐ PUD Final Development Plan
☐ Special Use Review	☐ ROW Vacation	☐ Other _____
APPLICANT		
Name: Todd Johnson - Terra Forma Solutions, Inc.		
E-mail: todd@terraformas.com	Mailing Address: 3465 South Gaylord Court, A304	
Phone: 303-257-7653	City/State/Zip: Englewood, CO 80113	
CONTACT PERSON (will receive correspondence from Town Staff/Referral Agencies)		
Name: Same as applicant		
E-mail:	Mailing Address:	
Phone:	City/State/Zip:	
OWNER(S) (If different than applicant)		
Name: 533 E County Road 8 LLC		
E-mail: jguernsey@waypointe.com	Mailing Address: 125 South Howes Street, Suite 500	
Phone: 970-632-5050	City/State/Zip: 125 South Howes Street, Suite 500	
CONSULTANT (Engineer, Surveyor, or Planner)		
Name: Same as applicant		
E-mail:	Mailing Address:	
Phone:	City/State/Zip:	

LAND USE INFORMATION		
Existing Use: Farming/Ranching		
Proposed Use: Residential		
Existing Zoning: PUD(Urban/Sub. Resid.)	Adjacent zoning / land use:	
Proposed Zoning: (if applicable): PUD (Urban/Suburban Residential)	East Side: C1 & R1	North Side: Industrial
	West Side: County RR1	South Side: R2
Number of acres: 5.928		
Proposed Access: Remuda & Tenderfoot		
UTILITY SERVICE INFORMATION		
Water: Berthoud		Sewer: Berthoud
PROJECT INFORMATION		
Number of proposed units: 37	Non-Residential Building Area (Sq. Ft.) Proposed: N/A	
Number of phases: 1	Non-Residential Construction Floor Area Ratio Proposed: N/A	
Number of Units per phase: 100%	Total Number of Parking Spaces: N/A	
Number of lots proposed: Same as above	<u>Acreage of Site:</u>	
Lot size minimum: 3,041 Square Feet	a. Gross: 5.928 Acres	
Lot size maximum: 6,794 Square Feet	b. Right-of-Way: 1.382 Acres	
Lot size average: 3,936 Square Feet	c. Net (a-b) 4.546 Acres	
Gross density (units/acre): 6.24	Type of Housing Proposed (please check):	
Net density (units/acre): 8.14	☒ Future Single Family	☐ Townhouse
Area and percent open space: 0.547 9.2%	☒ Duplex	☐ Condominium
	☐ Multi-family	
	(# of units: 37)	

Signatures are required for ALL Property Owners and the Applicant

I hereby certify that I am the lawful owner of the parcel(s) of land that this application concerns and consent to the action. I hereby permit Town of Berthoud staff to enter upon the property for the purposes of inspection relating to the application. Building Permits will not be accepted while this application is in process.

Property Owner(s):  Date: 1/12/23

Property Owner(s): _____ Date: _____

In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Development Code.

Applicant:  Date: 1/12/23

Digitally signed by Todd A. Johnson
DN: C=US, E=todd@terraformas.com,
O="Terra Forma Solutions, Inc.",
CN=Todd A. Johnson
Reason: I am approving this document
Date: 2024.01.12 13:57:51-07'00'

FOR OFFICE USE ONLY

Received By:

Date:

PRELIMINARY PLAT OF FARMSTEAD ACRES SUBDIVISION S
BEING A REPLAT OF LOTS 3 & 4, FARMSTEAD ACRES SUBDIVISION
SITUATE IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH P.M.
TOWN OF BERTHOUD, COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN THESE PRESENTS, that the undersigned, being the owners of the herein described parcel situated in the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township 10 North, Range Sixty-nine West of the 6th Principal Meridian, Town of Berland, County of Larimer, State of Colorado, more particularly described as follows:

Lots 3 and 4, 1/4 patented Acres Subdivision, as recorded June 16, 2023 at Reception No. 20230025109 of the records of the Larimer County Clerk & Recorder.

Said parcel contains 258.227 Square Feet or 5.928 Acres more or less by this survey.

[illegible]

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

Witness my Hand and Official Seal.

Notary Public
My commission expires: _____

LEINHOLDER'S DEDICATION

Lienholder: High Plains Bank

BY: _____

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

Witness my Hand and Official Seal.

Notary Public
My commission expires: _____

The Subject Property is in flood zone X, "area of minimal flood hazard" per FEMA flood map 08069C387H, effective January 15, 2021.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

The linear dimensions as contained herein are based upon the "U.S. Survey Foot".

NOTICE

According to Colorado law, you must commence any legal action based upon any service in this survey within three years after your first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

For all information regarding assessments, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC2321301, dated August 13, 2024, as prepared by Land Title Guarantee Company to delineate the affected information.

This survey does not constitute a title search by Majestic Surveying, LLC, to determine ownership or easements of record.

SURVEYOR'S CERTIFICATE

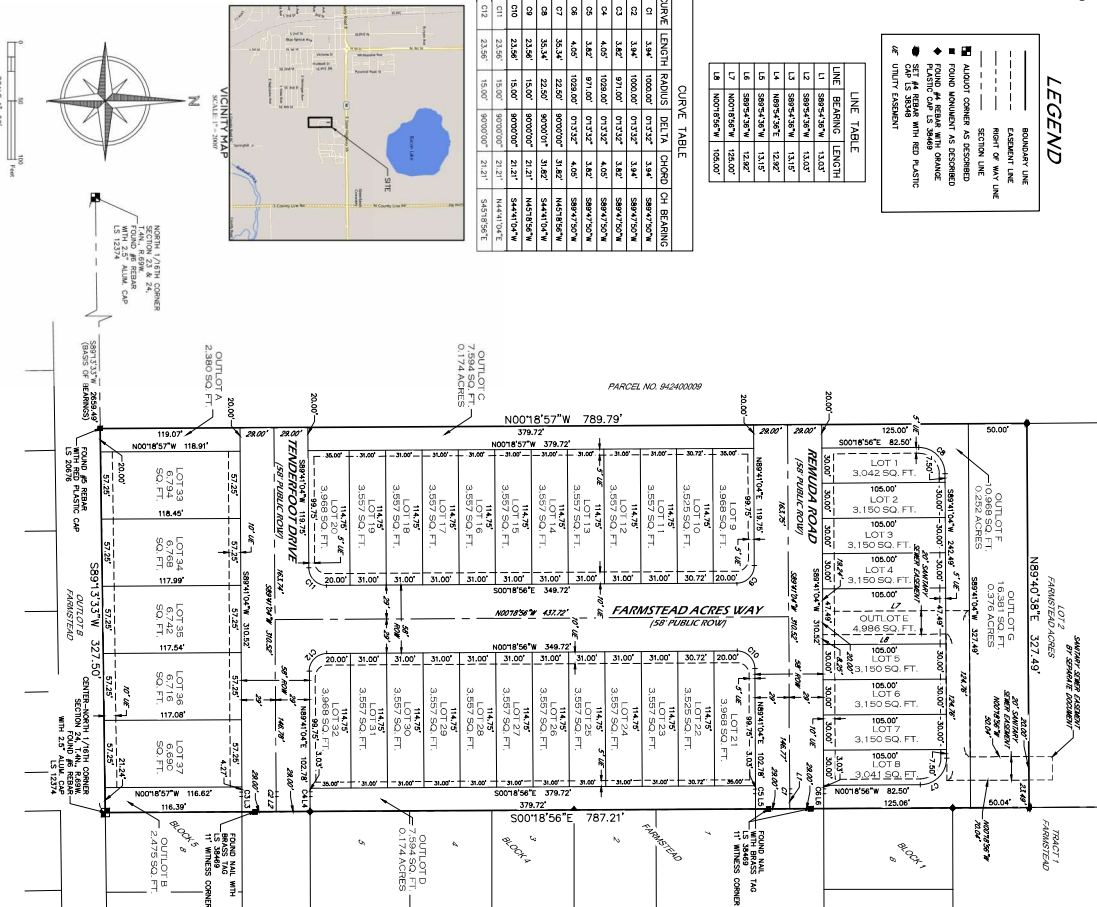
1. SEVEN PARKS, a Licensed Land Surveyor in the State of Colorado, do hereby certify that the survey of PARROTT CANYON ALCEES SUBDIVISION SECOND FILING was made under my supervision and the accompanying plat accurately and properly shows said subdivision and is in compliance with the Subdivision Regulations of the Town of Berthoud.

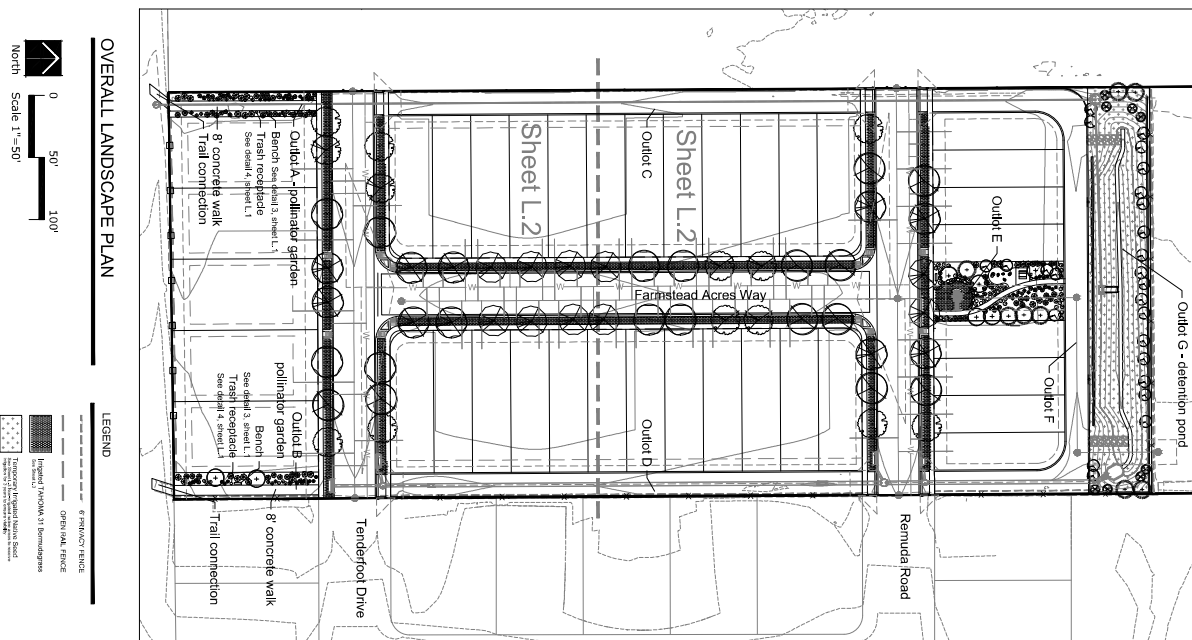
Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

FARMSTEAD ACRES SECOND FILING				
Land Use Table				
Name	Description (or) Use	Area	Intervenor Fee Ownership	Non-Residence Utility Fee Payment & Assessment
Parcel A	Access, Drainage, Landscape and Utility Easement	2,340 sq. ft.	MOA	MOA
Parcel B	Access, Drainage, Landscape and Utility Easement	2,475 sq. ft.	MOA	MOA
Parcel C	Access, Drainage and Utility Easement	7,594 sq. ft.	MOA	MOA
Parcel D	Access, Drainage and Utility Easement	7,594 sq. ft.	MOA	MOA
Parcel E	Open Space, Drainage and Utility Easement	4986 sq. ft.	MOA	MOA
Parcel F	Access, Drainage and Utility Easement	10,686 sq. ft.	MOA	MOA
Parcel G	Drainage and Utility Easement	16,381 sq. ft.	MOA	MOA

_____	BOUNDARY LINE
_____	EASEMENT LINE
_____	RIGHT OF WAY LINE
_____	SECTION LINE
_____	ADJACENT PROPERTY
_____	PROPERTY OWNER
_____	SET BACK REGULATION
_____	UTILITY EASEMENT

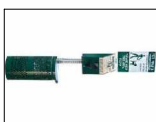
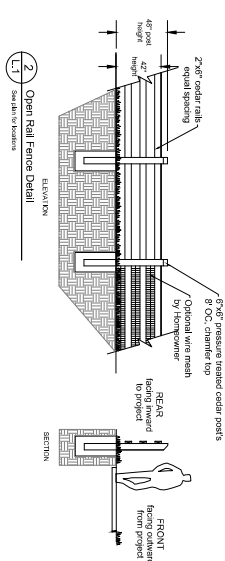
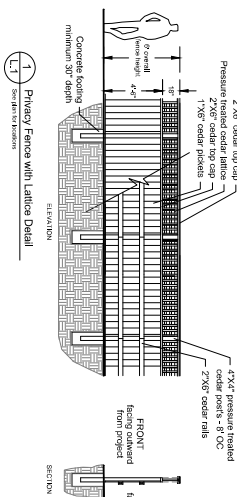
LINE	BEARING	LENGTH
L1	S89°43'50"E	13.65'
L2	S89°43'50"E	13.15'
L3	N05°46'30"E	13.65'
L4	N05°46'30"E	12.82'
L5	S89°43'50"E	13.15'
L6	S89°43'50"E	12.82'
L7	N05°46'30"E	15.00'
L8	N05°46'30"E	15.00'





Town of Berthoud Requirements

Total Site Area - 268,227 sf	
Total Open Space Required - 26,922 sf	Total Open Space Provided - 26,222 sf
○ Utility A - 2,339 sf Greenway connection ○ Utility B - 2,475 sf Greenway connection ○ Utility C - 4,985 sf Parking lot ○ Utility D - 16,381 sf Driveway & Utility Element	
Total Open Space - 26,222 sf	
Open Space Elements	
Paved Pocket park (element 1)	
Greenway trails with 8' walks (2 provided, element 2)	
Subdivision Identify Elements & Place Standards Required - 4	
Provided - Alloy loaded garages with HOA maintenance (elements 1 and 2)	
2 palmator gardens (element 3)	
Utility art in pocket park (element 4)	
	- Total Impacted native lawn mix area - 10,791 sf - Total temporary irrigated native area - 14,485 sf - Total bank mulch bed area - 6,351 sf
	- Site open space = 26,222 sf (not including ROW tree lawn) 1 tree / 100 sf = 26 trees provided, 26 trees provided 1 shrub /50 sf = 173 shrubs required, 163 shrubs provided - Street tree plantings - 1 tree per 40 lf in tree lawn



3 **Dunor Bench 34 (3 total)**

4
L1
Dunor Trash Receptacle 41 (3 total)
Dunor Trash Receptacle 41, recycled plastic, slats with
textured black powder coat finish.
End-user must, per manufacturer's recommendations,
1-800-638-4018

5	Dogspot Pet Station (1 total)
L.1	Dogspot Pet Station #100304, Embroidered mod., per man. features recommended 1480-305-781

OVERALL LANDSCAPE PLAN

LEGEND

	6 PRIVACY FENCES
	OPEN RAIL FENCE
	Irigated TAYOMA 31 Bermuda Grass One Sided L2
	Temporary Irigated Native Sodic Soil for 2 years to convert to water

CONSTRUCTION DOCUMENTS
FARMSTEAD ACRES
OVERALL LANDSCAPE PLAN

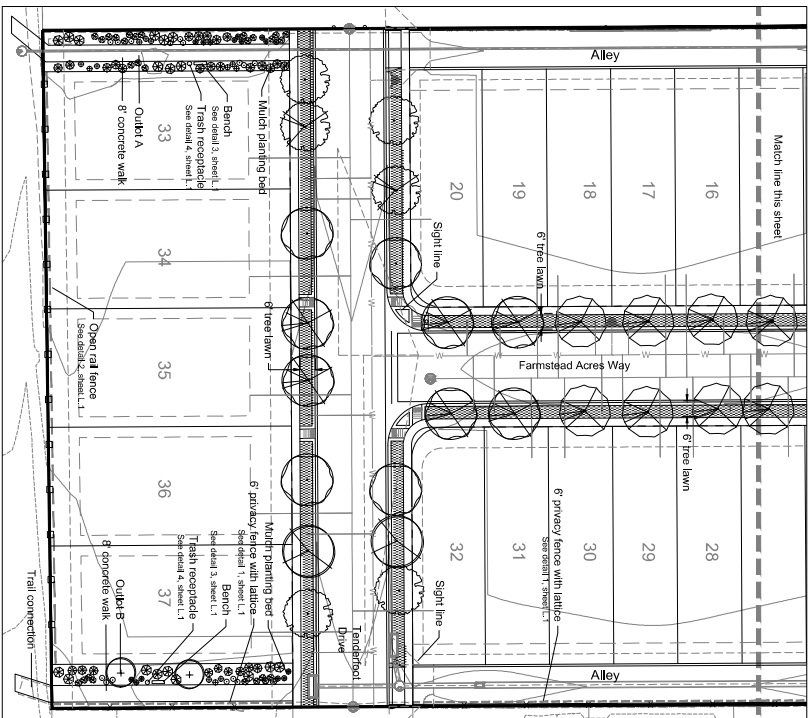
533 EAST COUNTY ROAD 8
BERTHOUD, COLORADO

REV NO	DESCRIPTION
--------	-------------

DATE _____

**Tim Dunn Design
Landscape Architecture**
Tim Dunn A.S.L.A. R.L.A.
State of Colorado License #400
tadunn1958@gmail.com
720-350-2411

SHEET NUMB
L.1



PLANT LEGEND

See PLANT TISSUE on Sheet 1.3

	BIRCH		TALL OPEN HABITAT
	ACQUILA BLM		NATL CHOCOLERY
	SHAWANO OAK		STANDARD CATION/ENERGIC
	QUAKING ASPEN		DENSE MOUNTAIN BLM
	SUGARMAPLE HONEYCUST		COASTAL PRAIRIE/ACQUILA
	CATSKIP BLM E		PERENNIAL SOLIDARITY
	WATERMELON ASPEN		RED BELL
	AUTUMN PINE		PINK CROCKS PRAIRIE
	ROCKY MOUNTAIN PRAIRIE		

6° Privacy Fence

Open Rail Fence

3" Depth Inverted Saw in Ash at 18° Angle, One and One-half" in Ash

3" Depth Inverted Saw in Ash at 36° Angle, One and One-half" in Ash

HYDROZONE ANALYSIS TABLE			
SP	ACRILIC ACID	MONOMER TYPE	WATER REQUIREMENT (liters)
10.79% wt	0.25	HYDROLYZABLE MONOMER (LOW)	0.8
6.33% wt	0.15	SILICONES (MODERATE)	2.0

LANDSCAPE PLAN

SHEET NUMBER

1.2

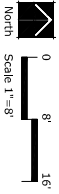
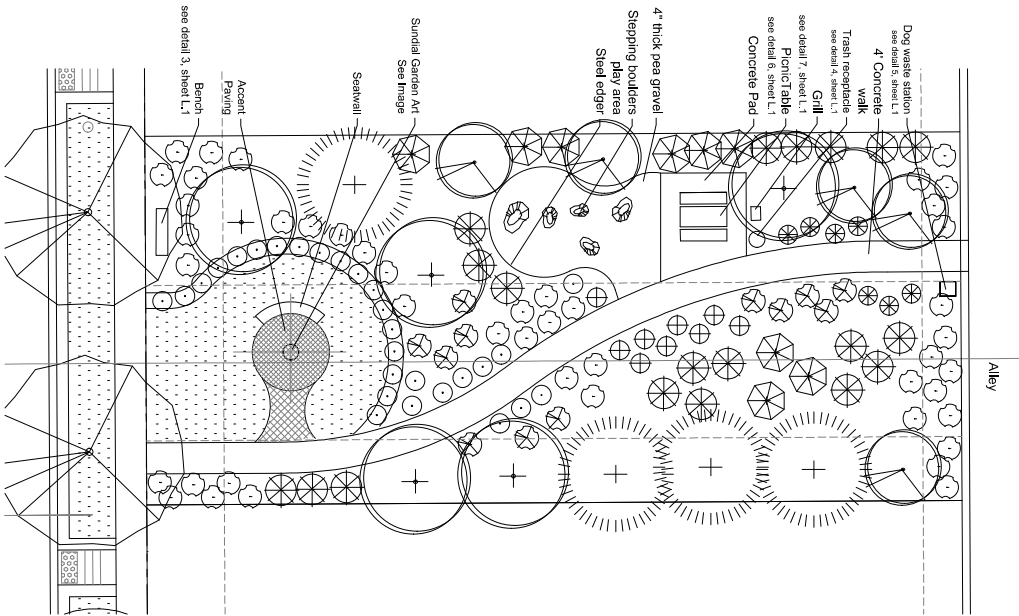
OFF

CONSTRUCTION DOCUMENTS
FARMSTEAD ACRES
LANDSCAPE PLAN

533 EAST COUNTY ROAD 8
BERTHOUD, COLORADO

[illegible]

Tim Dunn Design
Landscape Architecture
Tim Dunn A.S.L.A. R.L.A.
State of Colorado License #400
tadunn1958@gmail.com
720-350-2411



POCKET PARK DETAIL



Sundial Mounted on Pedestal Image

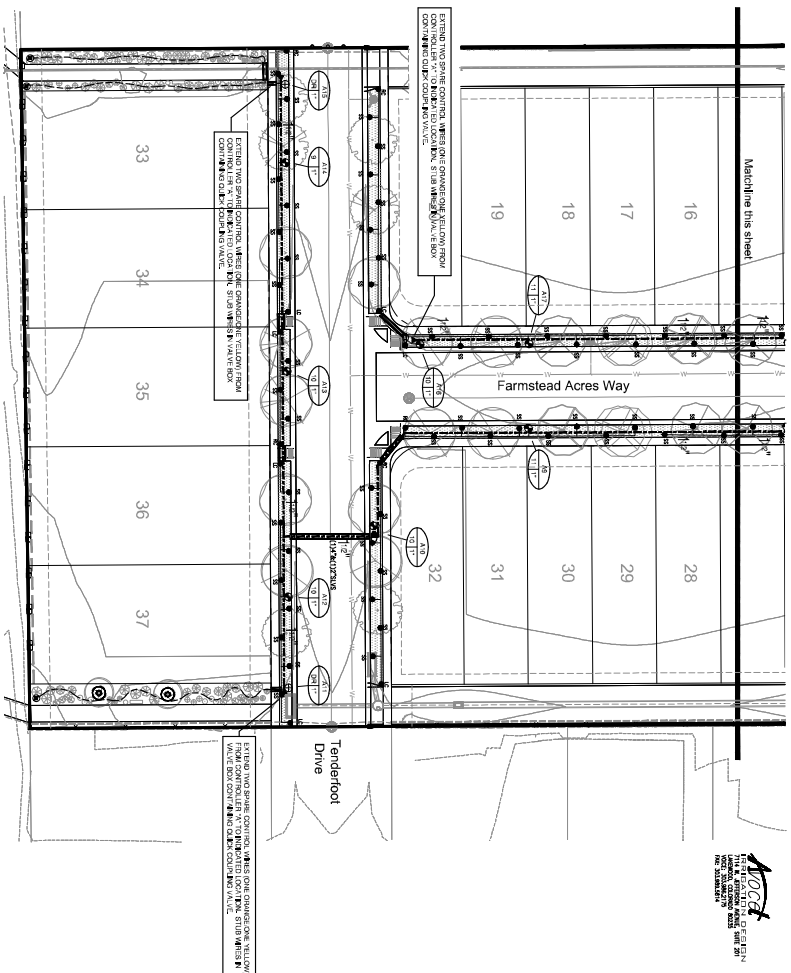
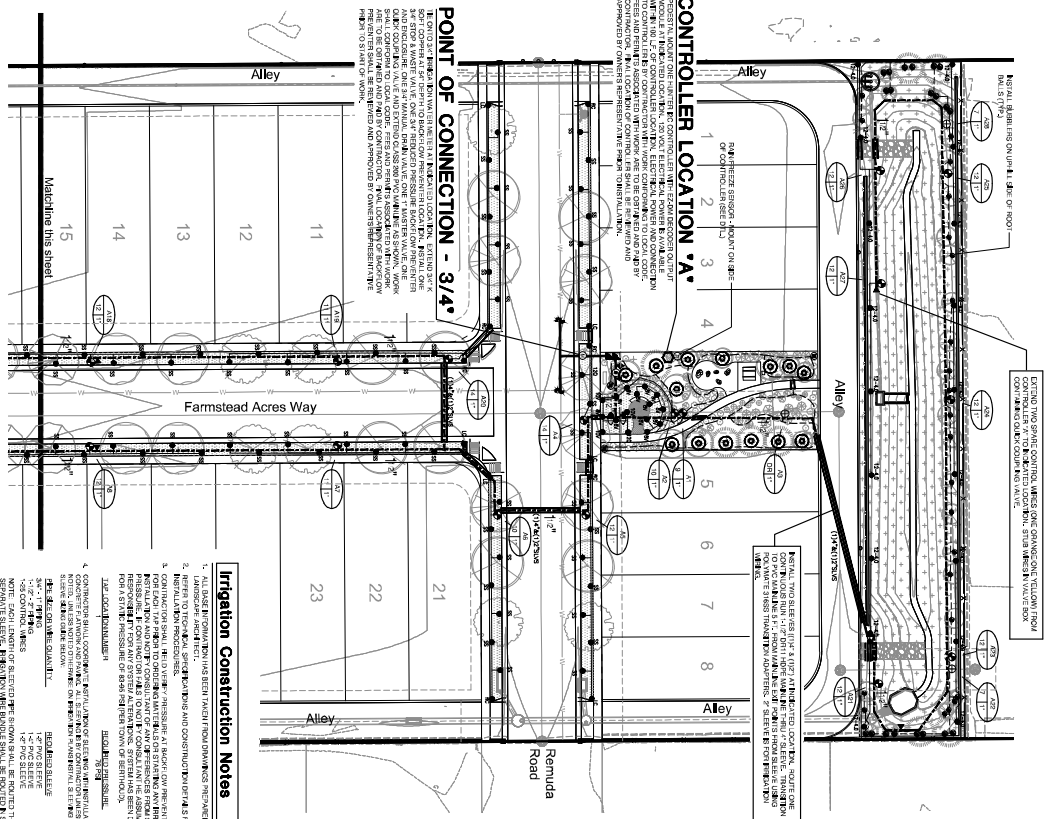
Image shown is to convey design intent, sundial size and type to be determined.



Accent Paving and Seat Wall Image

Image shown is to convey design intent, paving and seat wall materials and final design to be determined.

CONSTRUCTION DOCUMENTS FARMSTEAD ACRES POCKET PARK 533 EAST COUNTY ROAD 8 BERTHOUD, COLORADO		<table><tr><th>REV. NO.</th><th>DESCRIPTION</th><th>DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	REV. NO.	DESCRIPTION	DATE																Tim Dunn Design Landscape Architecture Tim Dunn A.S.L.A. R.L.A. State of Colorado License #400 tdunn1958@gmail.com 720-360-2411
REV. NO.	DESCRIPTION	DATE																			
PROJECT: FARM ACRES ENG: _____ CHKD: _____ DATE: 12/01/2023																					
SHEET NUMBER L.4 OF _____																					



IRRIGATION PLAN

North

0 30' 60'

Scale 1" = 30'

 Know what's below
Call before you dig.

Irrigation Construction Notes

- [illegible]

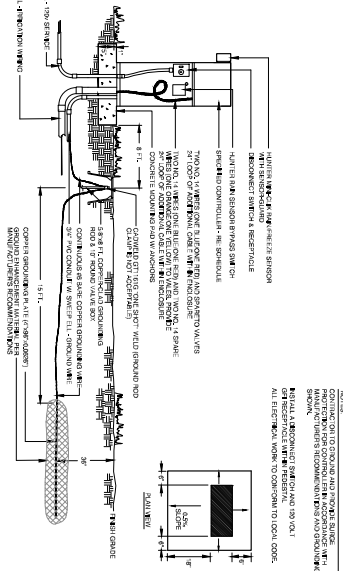
Irrigation Equipment and Materials Schedule

Irrigation Equipment and Materials Schedule						
SYMBOL	QUANTITY/UNIT	DESCRIPTION	UNIT	QTY	QTY	QTY
1	1000 GAL	1000 GAL RING W/ 1/2" DIA. NIPPLE				
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533 EAST COUNTY ROAD 8
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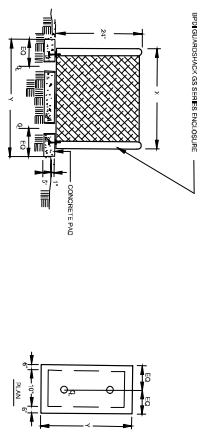
REV. NO.	DESCRIPTION
1	DETENTION POND AREA REVISIONS
2	REVISIONS 8-7-24
3	REVISIONS 12-4-24
4	REVISIONS 01-31-25

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Landscape Architecture
Tim Dunn A.S.L.A. R.L.A.
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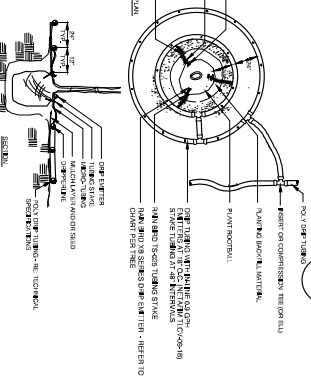


ELECTRIC CONTROLLER

BFP MODEL/SIZE	ENCLOSURE MODEL	X	Y
FEBCO 825V/A - 3 1/2" x 1"	CS-1	22"	34"
FEBCO 825V/A - 1 1/2" x 2"	CS-2	30"	42"

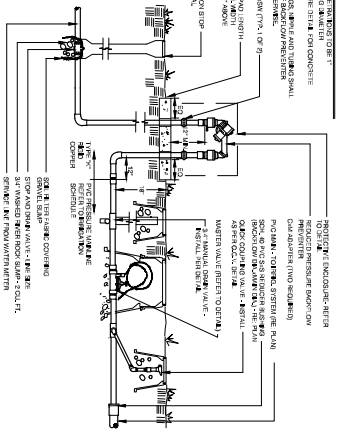


BACKFLOW ENCLOSURE

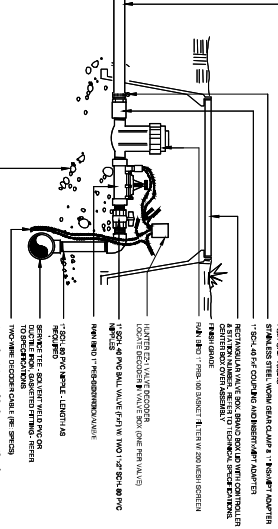


IN-LINE DRIP TREE RING DRIP ASSEMBLY

INSTALL AT LOCATIONS SHOWN ON PLAN



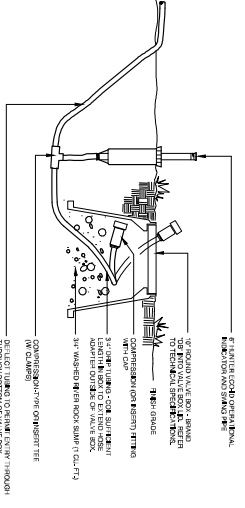
BACKFLOW PREVENTER



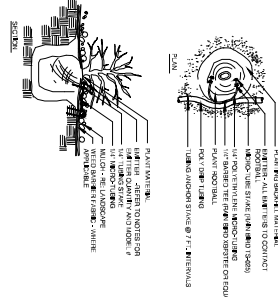
DRIP VALVE ASSEMBLY

PLANT SIZE	ENTER FLOW RATE	ENTER CITY, STATE AND LOCATION
1 1/2 CAL. PER TREE	1.0 GPH	THREE EACH
2' CAL. PER TREE	1.0 GPH	FOUR EACH
2 1/2 CAL. PER TREE	1.0 GPH	3X EACH
6 FT. COOL FLOWERS TREE	1.0 GPH	FOUR EACH
6 FT. COOL FLOWERS TREE	1.0 GPH	3X EACH

DRIP LINE FLUSH-OUT AND OPERATIONAL INDICATOR



DRIP EMITTER

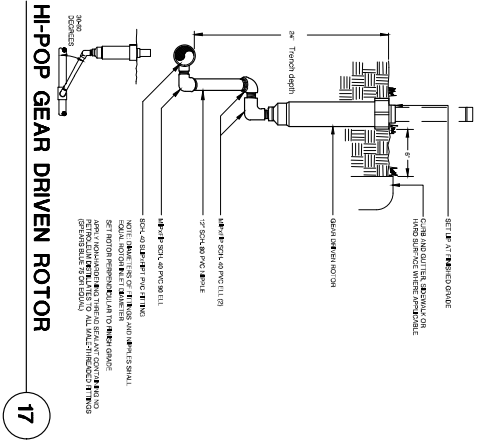


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Landscape Architecture
Tim Dunn A.S.L.A. R.L.A.
State of Colorado License #400
tdunn1959@gmail.com
720-255-2111

REV. NO.	DESCRIPTION	DATE
1	DETENTION POND AREA REVISIONS	
2	REVISIONS 9-2-24	
3	REVISIONS 12-4-24	
4	REVISIONS 01-31-25	

CONSTRUCTION DOCUMENTS
FARMSTEAD ACRES
IRRIGATION DETAILS
533 EAST COUNTY ROAD 8
BERTHOUD, COLORADO

PROJ. NO. FARM ACRES
SHEET NUMBER
1.3
DATE: 5-21-2024



17

NEIGHBORHOOD PLAN

FARMSTEAD ACRES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 24
TOWNSHIP 9 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
T-1100

OVERALL THE PROJECT IS MADE UP OF EXISTING RESIDENTIAL AND INDUSTRIAL USES ON THE NORTH PARTS OF THE SITE WITH PROPOSED RESIDENTIAL USES ON THE SOUTH. THE EXISTING NORTHERN RESIDENTIAL USE WILL REMAIN UNTIL ITS FUTURE CONVERSION TO COMMERCIAL OFFICE. INDUSTRIAL USES ARE LOCATED IN THE NORTH CENTRAL AREA AND WILL REMAIN AS IS AND CONTINUE TO PROVIDE A BASIS FOR JOBS AND TAX REVENUE. THE PROJECT AREA IS BOUND BY COUNTY ROAD 8 TO THE NORTH, TENDERFOOT DRIVE TO THE WEST, REMUDA ROAD TO THE SOUTH, AND THE EXISTING INDUSTRIAL TRACT TO THE EAST. THE PROJECT AREA IS A TRANSITION FROM THE INDUSTRIAL TO THE OTHER EXISTING RESIDENTIAL USES THAT SURROUND THE AREA. THE URBAN RESIDENTIAL TYPES LIKE APARTMENTS, COTTAGES, PAVED TOWNHOME HOUSES, AND WE HAVE SELECTED PAVED FOR A MAJORITY OF THE SITE. THE SOUTHERN MOST LOTS WILL BE SUBURBAN RESIDENTIAL AND HAVE SINGLE FAMILY DETACHED HOMES. ADDITIONALLY WE ARE REQUESTING THE ALLOWANCE FOR ACCESSORY DWELLING UNITS/ADU ON ALL LOTS.

IMPACT OF ACCESS AND TRAFFIC
A MASTER NEIGHBORHOOD PLAN WITH A TRAFFIC IMPACT ANALYSIS IS ALSO PROVIDED WITH THIS APPLICATION. OUTLINED WITHIN THAT APPLICATION YOU WILL GET THE TRAFFIC PATTERNS AND HOW THEY HAVE BEEN IDENTIFIED. IN OUR OPINION TRAFFIC PATTERNS WILL BE ENHANCED AND PRIORITIZED WITH THE REZONING. ANY ADDITIONAL TRAFFIC CAN BE HANDLED ON THE EXISTING AND PROPOSED INFRASTRUCTURE.

AVAILABILITY OF UTILITIES
WATER, SANITARY SEWER, AND STORM DRAINAGE ARE ALL AT THE BORDER OF THE PROJECT AND EXTENSION AND/OR CONNECTION WITH THE EXISTING SYSTEMS IS NOT PROJECTED TO ADVERSELY IMPACT THOSE FACILITIES.

PRESENT AND FUTURE IMPACTS TO PUBLIC FACILITIES/ SERVICES
THE PROJECT IS CURRENTLY WITHIN THE TOWN OF BERTHOUD AND THE PROPOSED USES ARE IN GENERAL CONFORMANCE WITH THE COMPREHENSIVE PLAN AND NEW ZONING CRITERIA. ALL FACILITIES WILL BE DESIGNED PER THE TOWN'S STANDARDS AND ANY FEES REGARDING IMPACTS OR SYSTEMS FEES ARE CONSIDERED TO MATCH THOSE CRITERIA STANDARDS TO ACQUIT FOR THIS PROJECT IMPACTS. ADDITIONALLY, ANY ON-SITE PUBLIC IMPROVEMENTS REQUIRED FOR DEVELOPMENT WILL BE BUILT FOR THIS PROJECT TO CONTRIBUTE TOWARDS ITS IMPACT.

COMPREHENSIVE PLAN
THE COMPREHENSIVE PLAN PROJECTS THIS AREA TO BE COMMERCIAL/OFFICE/RESIDENTIAL AND THE EXISTING AND PROPOSED USES ARE GENERALLY COMPATIBLE WITH THESE PROJECTIONS AND NEW ZONING CLASSIFICATIONS.

PUBLIC BENEFITS
THE PROJECT PROVIDES AN EXTREMELY VALUABLE ELEMENT TO THE LIMITED RESIDENTIAL HOUSING NEEDS IN THE REGION. PROVIDES A PORTAL/OPEN BASE TO FURTHER PATRONS/IZZ BERTHOUD BUSINESS AND WILL PAY AS STATED ABOVE THIS PROJECT WILL FURTHER EXTEND PUBLIC INFRASTRUCTURE TO GET THE TOWN CLOSER TO CLOSING CONNECTIONS WITHIN THIS AREA.

APPROVAL CERTIFICATES

OWNER: 633 BIRKWAY 26, LLC



BY: Ryan Bond
RYAN BOND, LARIMER

STATE OF COLORADO)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF MAY, 2023, BY

RYAN BOND AS MANAGER OF 633 BIRKWAY 26, LLC
WITHIN MY VIEW AND OF THE REAL SILE

IN COMMISSION EXPIRES MAY 13, 2026

NOTARY PUBLIC
Shelley Smith

THE SIGNATURE AND SEAL OF THE NOTARY PUBLIC ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

THE BOARD OF DIRECTORS OF THE TOWN OF BERTHOUD, COLORADO THIS 30th DAY OF MAY, 2023

APPROVED BY THE BOARD OF DIRECTORS OF THE TOWN OF BERTHOUD, COLORADO THIS 30th DAY OF MAY, 2023



THE SIGNATURE AND SEAL OF THE TOWN CLERK ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF BERTHOUD, COLORADO THIS 25th DAY OF MAY, 2023

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF BERTHOUD, COLORADO THIS 25th DAY OF MAY, 2023

ATTEST: TOWN CLERK

THE SIGNATURE AND SEAL OF THE TOWN CLERK ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

ATTEST: PLANNING COMMISSION

ATTEST: PLANNING COMMISSION



THE PLAN / ZONING

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	STREET AND LAND USE PLAN
3	PROPOSED MOBILITY PLAN
4	PROPOSED OPEN SPACE AND PARKING PLAN

COVER SHEET

FARMSTEAD ACRES

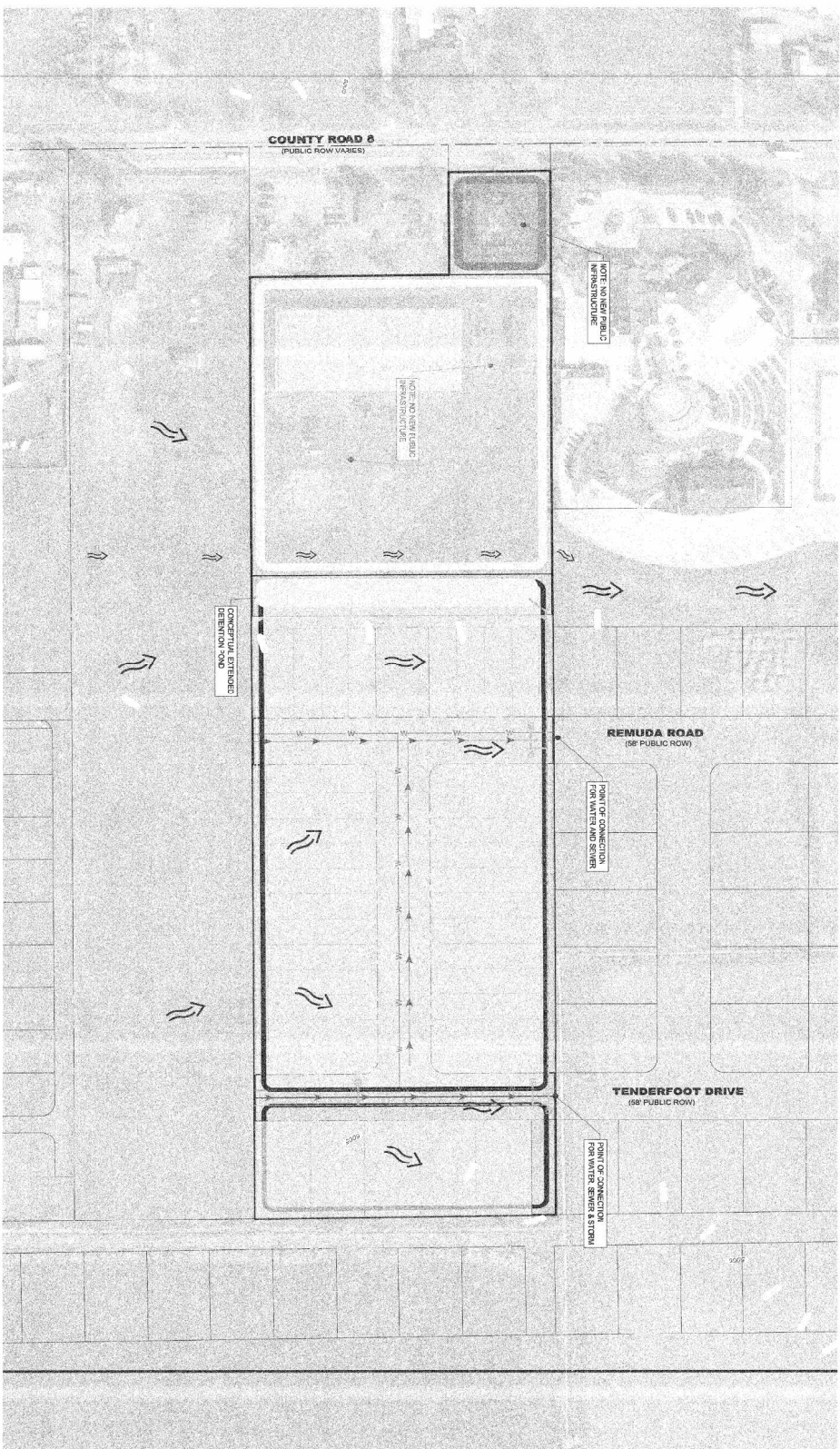


SHEET 1 OF 4

DATE: APRIL 16, 2023

FARMSTEAD ACRES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 24
TOWNSHIP 9 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF LARIMER, STATE OF COLORADO



PROPOSED DRAINAGE
CONVEYANCE DIRECTION

 SANITARY SEW
 WATER MAIN
 STORM SEWER

1. THE SUBJECT PROPERTY IS IN A LOW ZONE BASED ON MINIMAL FLOOD HAZARD PER FLOOD MAP 08060302H, EFFECTIVE JANUARY 10, 2012.
2. THERE ARE NO KNOWN GEOLOGICAL HAZARDS WITHIN THE PROPERTY BOUNDARY.
3. THERE ARE NO KNOWN COMMERCIAL MINERAL DEPOSITS LOCATED WITHIN THE PROPERTY BOUNDARY.
4. CONTIGUOUS AREAS AROUND A 100' CIRCLES DISSEMINATING A COMBINATION OF USES TO PROPERTY AND SURVEYED TO OREGONARY.
5. NO UTILITY STATIONS ARE REQUIRED.

January 15, 2024

RE: Farmstead Acres Subdivision, Second Filing – Traffic Impact Study/Analysis

To Town of Berthoud,

Terra Forma Solutions, Inc, (TFS) is providing the following Traffic Impact Study/analysis for the subject project as part of the Preliminary Plat Application and Process. The study is an analysis of the potential impacts based upon general transportation criteria and standards.

SITE/USES

The subject property is located west of Farmstead with extensions of Remuda and Tenderfoot, which access of Dorothy Drive, ultimately to Mountain Avenue (County Road 8) to the northeast. The site is currently zoned PUD with proposed residential and uses. The area will be formalized from urban and suburban residential of 37 paired and single family detached homes. Currently the industrial access through the residential area from Remuda, this access will be severed with this project.

ACCESS

Proposed access points are projected to formalize into the following:

- Remuda Road (Local Residential) continuation of roadway into site for individual access and overall project circulation. Additionally, this roadway is projected to extend to the west and provide additional connections and alternatives in the future by others.
- Tenderfoot Drive (Local Residential) continuation of roadway into site for individual access and overall project circulation. Additionally, this roadway is projected to extend to the west and provide additional connections and alternatives in the future by others.
- North/South (Local Residential) connecting Remuda and Tenderfoot.
- Alley access to join local roadways and private individual accesses.



PEDESTRIAN/BICYCLES

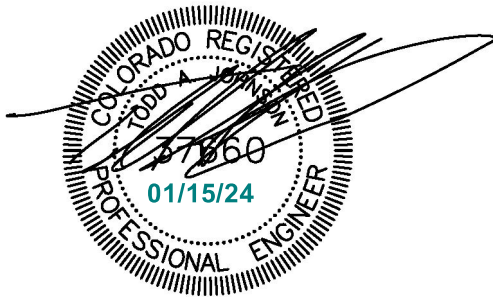
Pedestrians and bicyclists will be able to access internal trail/walk systems within the site on the local residential street network to the local and major transportation networks adjacent to and linked to the site as outlined above. Additionally, a trail connection to the south will provide access to a regional east/west trail system.

TRIP GENERATION

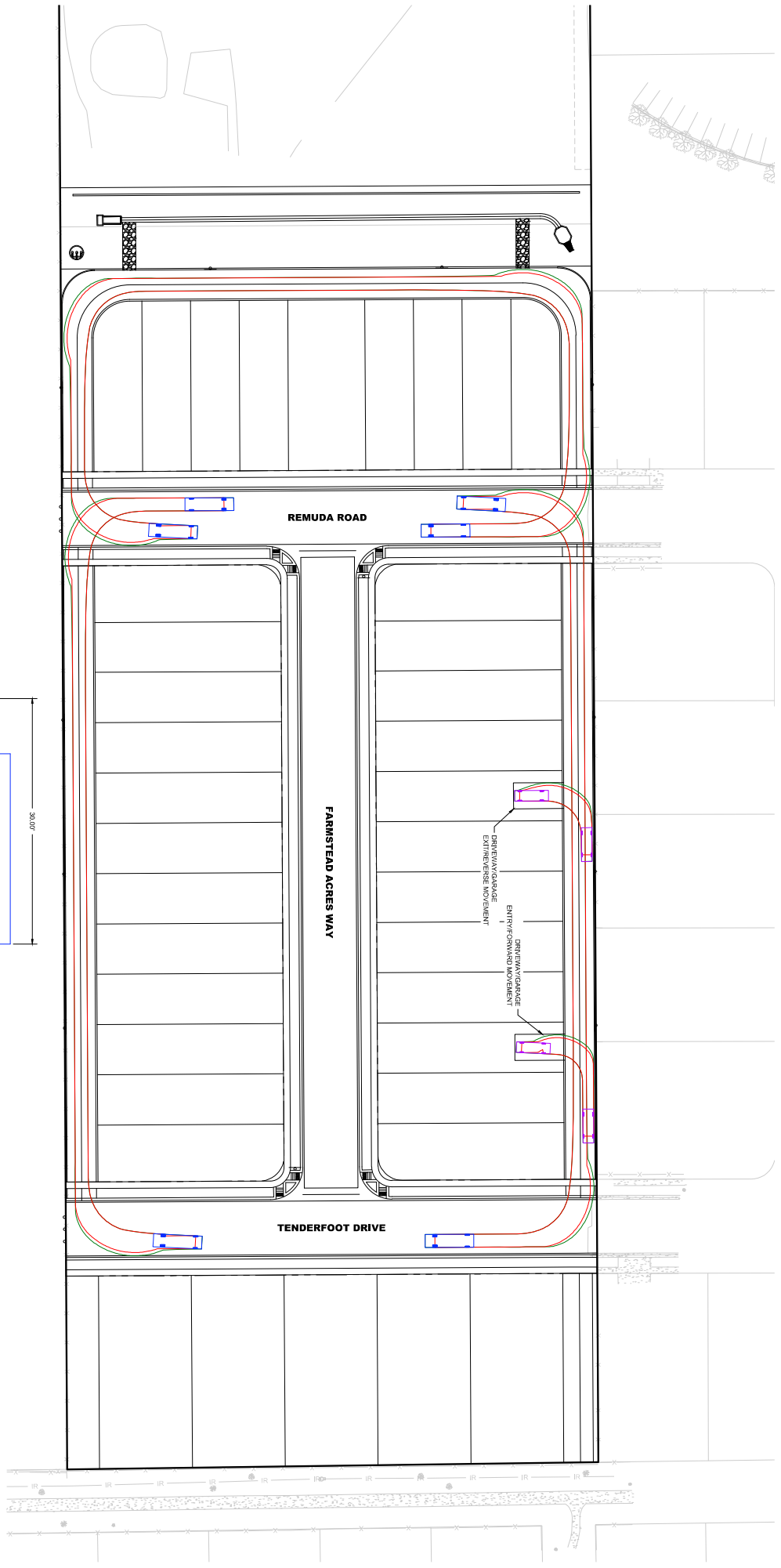
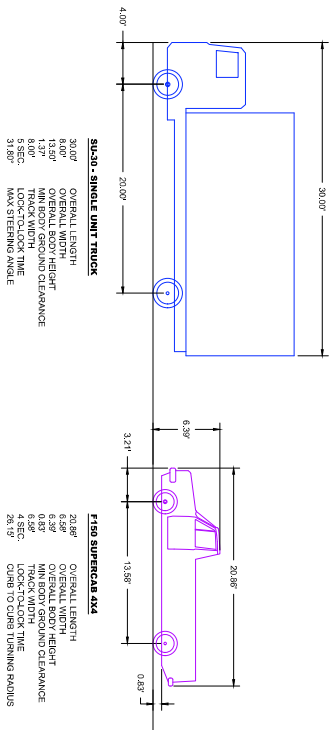
The project is projected to generate 222 average daily trips and 16 AM peak hour trips and 20 PM peak hour trips per the table below. In the interim (prior to offsite western connections) the trips will be directed northeast with a projected split of 60% to Remuda and 40% to Tenderfoot.

Trip Generation														
Use	ITE Code	Acres	Units	Rate	ADT	AM In Rate	AM ADT	AM Out Rate	AM ADT	PM In Rate	PM ADT	PM Out Rate	PM ADT	
Residential	210	5.928	5	9.44	47	0.19	1	0.56	3	0.62	3	0.37	2	
Residential	221		32	5.44	174	0.09	3	0.27	9	0.27	9	0.17	5	
Total		5.928			222		4		12		12		8	

Based on the findings contained herein, it is my professional opinion that the development of project can function within the existing and proposed transportation network and not have significant impacts to the transportation systems or adjacent developments. Please feel free to contact me at 303-257-7653 or todd@terraformas.com with any questions or comments related to this document.



Todd A. Johnson, P.E, President
For and on behalf of:
Terra Forma Solutions, Inc.



Attachment 6

Neighbor Comment - 1

From: Kate Browning <kajuhlke@gmail.com>
Sent: Friday, March 1, 2024 8:25 PM
To: Tawn Hillenbrand
Subject: Farmstead Acres

You don't often get email from kajuhlke@gmail.com. [Learn why this is important](#)

Hello,

My name is Kathryn Browning and I live on Ole Bessie Dr. I have been paying close attention to this project and have attended several meetings since this development will be adjacent to my property. My main issue with the current proposal is that there is no stand off between the alley and my property. At the last in person meeting, I had mentioned this as an issue to the board. A couple of members actually agreed with me. If there is a lot of snow, where will it go? If there are issues with vehicle interaction, my fence is going to get hit. Contrary to what the developer thinks, I built that fence, not our HOA. I request a 2 foot stand off between the alley and the edge of the property as a buffer between what happens in the alley and hitting my fence.

Beyond the issue with the alley, I am a little confused by their verbiage of what type of houses are going where. Their proposal states that the northern and central portion will have duplex units. To me, this would be the section designated north of Tenderfoot Dr. Their proposal also states that they will have single family units south of Remuda. These areas would then overlap each other. Honestly, I would love to have a clear explanation of what is planned to be built west of my property.

Thank you for your time and consideration on this matter.

Kathryn Browning
219 Ole Bessie Dr. Berthoud

From their proposal - The urban residential units on the northern and central portion of the site will allow a transition from higher intensity uses of industrial and commercial to a lower residential setting along the southern and eastern edges. The urban residential units are proposed as paired (duplex) units ranging from 1300-1500 square foot, two stories with attached or detached garages loaded from alleys at the rear of the units. The proposed single-family units south of Remuda could range in square footage from 1700-2500 square foot, two stories with proposed vehicle access from the adjacent public roadways. Garages can be located in the front of the units or at the rear of the lots.

Neighbor Comment - 2

From: Jessica Carpenter <irispaints2@gmail.com>
Sent: Sunday, March 3, 2024 5:41 PM
To: Tawn Hillenbrand
Subject: Farmstead Acres Development Project

Categories: Neighbor Comment

[You don't often get email from irispaints2@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Good Evening,

We had an opportunity to review the proposed development of Farmstead Acres and we are effected homeowners who live at 201 Ole Bessie Dr in Berthoud. The current plan proposes to have an alley way directly backing to our property with concrete beginning at the fence line. This is unacceptable for many reasons. We have a family home, as do our neighbors and having traffic immediately behind our yards is loud, potentially dangerous for young children, hot and unsightly. People work in their garages and on their cars and we will have people, including renters with less care for personal property, directly behind our fence doing these things, which defeats the purpose of a serene family neighborhood. This is why my husband and I chose to spend our money in Berthoud on our family home. For a peaceful, small town lifestyle. Also, with the large duplex units immediately behind our property, privacy is greatly effected, which is not a safe feeling for the women and children who reside in the family homes directly east of the proposed project. There should at least be a 6-8 foot berm for shrub and tree planting to assist in noise reduction as well as maintain some privacy for the families directly backing the project. Thank you for your attention Jessica and Ryan Carpenter
201 Ole Bessie Dr.
Berthoud, CO 80513

Sent from my iPhone

RESOLUTION NUMBER ##

(SERIES 2025)

A RESOLUTION OF THE TOWN OF BERTHOUD BOARD OF TRUSTEES APPROVING A PRELIMINARY PLAT FOR A DEVELOPMENT KNOWN AS THE “FARMSTEAD ACRES DEVELOPMENT” IN THE TOWN OF BERTHOUD.

WHEREAS, the property under consideration is known as the “Farmstead Acres” development; and more particularly described in Exhibit A attached hereto; and

WHEREAS, the Town of Berthoud (“Town”) approved on February 28, 2023, a Neighborhood Master Plan; and,

WHEREAS, the Town approved Ordinance No. 1316 on February 28, 2023, amending the zoning map of the Town of Berthoud to Suburban Residential (SR) and Urban Residential (UR); and

WHEREAS, the Preliminary Plat attached herein as Exhibit B has been reviewed by referral agencies to ensure the proposed development does not present a burden on service provision; and

WHEREAS, notice was properly posted in the manner required by law and a public hearing was conducted on June 10, 2025; a legal ad was published on May 4, 2025, and affected property owners within 500 feet of the site were notified by first-class mail before the Berthoud Planning Commission hearing on May 5, 2025; and

WHEREAS, after the public hearing on May 22, 2025, the Berthoud Planning Commission made a unanimous recommendation to the Town Board of Trustees to approve the Preliminary Plat; and

WHEREAS, based on the testimony and evidence presented at the public hearing on June 10, 2025, the Board of Trustees determines and finds that compliance with the Preliminary Plat review criteria as provided in Section 30-6-107(B) of the Berthoud Municipal Code has been demonstrated.

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

Section 1. Preliminary Plat Approval. The Preliminary Plat is hereby approved.

Section 2. Interpretation: This Resolution shall be interpreted and construed to effectuate its general purpose.

Section 3. Effective Date: The provisions of this Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 10th day of June 2025.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

Exhibit A: Legal Description

Lots 3 and 4, Farmstead Acres Subdivision, as recorded June 16, 2023 as Reception No. 20230025109 of the Larimer County Clerk & Recorder, Town of Berthoud, County of Larimer, State of Colorado

Exhibit B: Preliminary Plat

(to be inserted)

PLANNING COMMISSION INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 22, 2025
Agenda Title/Subject:	Consideration of annexation, change of zone and a neighborhood master plan applications for Harvest West
Type of Item:	Public Hearing
Purpose:	Consider the application for an annexation, a change of zone and a neighborhood master plan for property known as Harvest West
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Letter of Intent
- Petition for Annexation
- Annexation Assessment Report
- Annexation Agreement
- Annexation Map
- Neighborhood Master Plan Narrative
- Neighborhood Master Plan Map
- Traffic Impact Study
- Zoning Assessment Report
- Zoning Map

BACKGROUND:

The applicant, HT Land Partners through their representative Alex Hoime have submitted a petition to annex 35 +/- acres of land generally located west of South Berthoud Parkway and generally north of West County Road 4E.

The proposal was originally submitted on February 21, 2023. A second submittal was attempted on June 26, 2024, and this submittal was incomplete as it did not address staff comments provided in 2023. A complete submittal was made on August 15, 2024 followed by a third submittal on January 16, 2025, and a fourth submittal on March 17, 2025. The Town Trustees heard the first Petition request and accepted the Petition on March 28, 2023. Due to the time lag between the original Petition filing and when the developer has completed their application process, Staff has been advised to repeat the Petition process to re-establish a community of interest. The Town Trustees heard the Petition request at their meeting on May 13, 2025.

This one memo provides an overview of three application submittals, the Annexation, the requested Zoning, and a Neighborhood Master Plan. Each of these three applications will be separate agenda items and require separate motions of approval, approval with conditions or denial.

The applicant is proposing annexation of property from unincorporated Larimer County into the Town of Berthoud. The property being considered for Annexation is in the Town's Future Land Use area as

designated on the Comprehensive Plan Future Land Use Map. Should the annexation request be approved, the applicant is requesting zoning of Suburban Residential (SR) with a Neighborhood Master Plan illustrating the proposed site configuration, amenities, compliance with the Town's Master Plans and incorporation of regional Master Plans. The subject property is currently zoned RR2, Rural Residential in Larimer County. The properties are in the south-western portion of the Town's Urban Growth Boundary and the proposed zoning allocations align closely with the vision established in the 2021 Comprehensive Plan Future Land Use Map.

UPDATE/NEXT STEPS

The Planning Commission will be asked to provide their recommendations for staff to present at the Trustees' public hearing on June 24, 2025.

FISCAL IMPACT AND FUND SOURCE

An Annexation Impact Report will be prepared and presented at the June 24, 2025 Trustees' hearing. An Assessment Report has been prepared by the applicant and included in this packet of information.

COMMUNITY TOUCHSTONES

The 2021 Comprehensive Plan Future Land Use Map envisions this property as being appropriate for future suburban residential development. Adherence to the intent of the 2021 Plan ensures the vision of the community established through the master planning process is upheld inclusive of the objective to establish a clear vision for the future of Berthoud reflecting community values. The Comprehensive Plan and the Future Land Use Map are not legislative. Flexibility is required when reviewing land use activities with the Future Land Use Map. In this situation, the applicant's request mirrors the vision found on the Future Land Use Map. In addition, the applicant shall be held accountable in achieving the goals and action items outlined in the Comprehensive Plan and master plans affecting the properties. Subsequent submittals shall be in substantial compliance with the Neighborhood Master Plan.

RECOMMENDED ACTION(S)

Staff recommends that Planning Commission find the Annexation, Neighborhood Master Plan and Change of Zone meet the criteria for approval found in the Land Use Code and the intent of the Comprehensive Plan, as outlined in the attached staff report.

The following motions are provided for consideration:

I move to recommend approval of the Harvest West Annexation based upon the findings outlined in the Staff Report. These findings are based on the Criteria for Approval found in Section 30-8-104.B.6 of the Municipal Code along with findings in the attached staff report.

I move to recommend approval of the Harvest West Neighborhood Master Plan based upon the findings outlined in the Staff Report. These findings are based on the Criteria for Approval found in Section 30-6-106.E of the Municipal Code along with findings in the attached staff report.

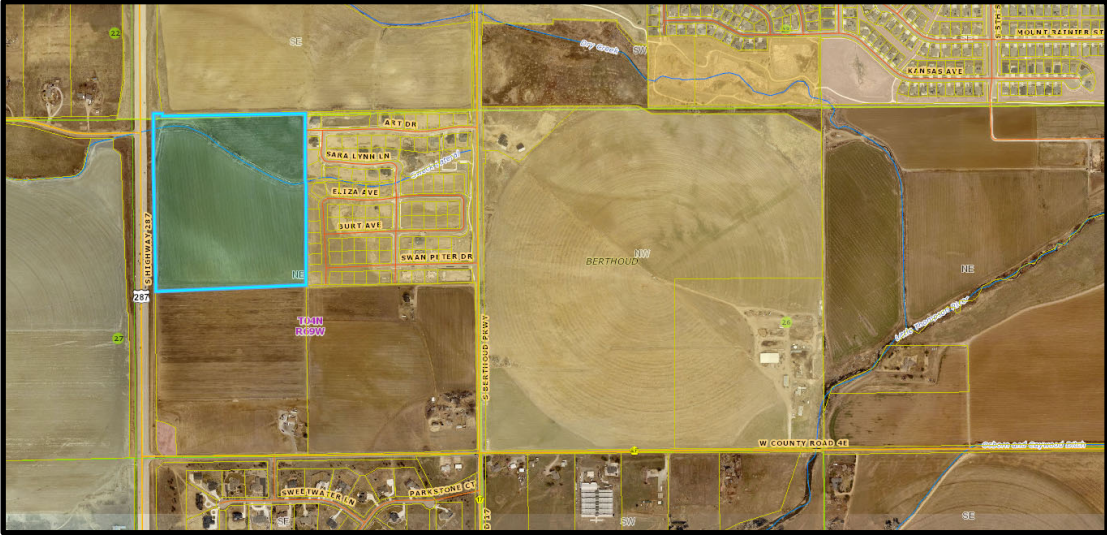
I move to recommend approval of the Harvest West Zoning to Suburban Residential based upon the findings outlined in the Staff Report. These findings are based on the Criteria for Approval found in Section 30-3-110.D of the Municipal Code along with findings in the attached staff report.

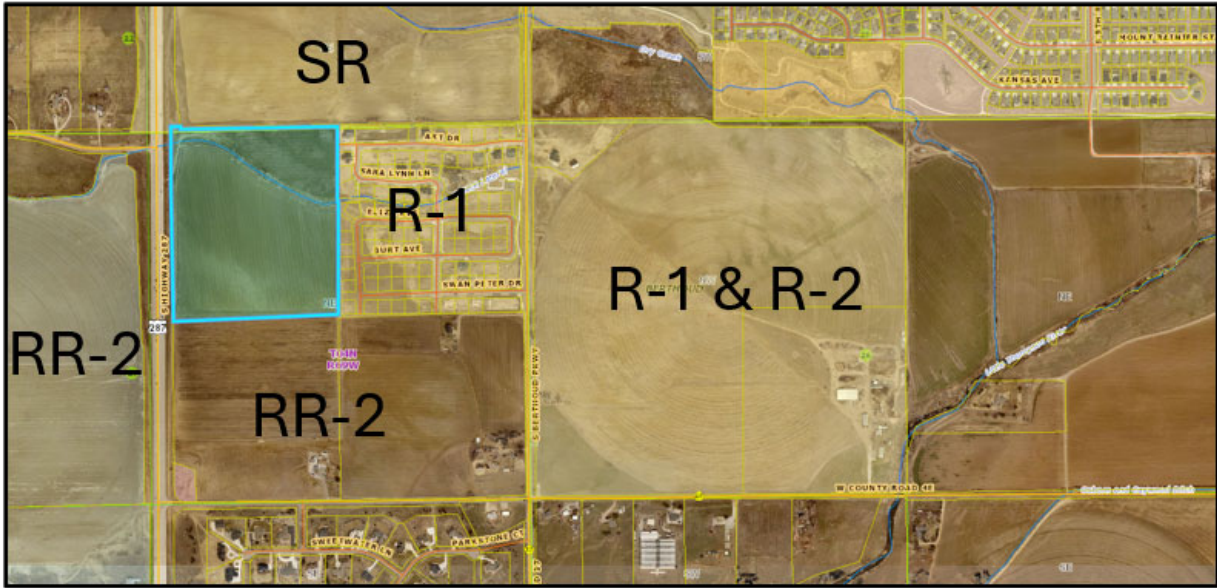


STAFF REPORT: HARVEST WEST ANNEXATION, ZONING AND NEIGHBORHOOD MASTER PLAN

DATE: May 22, 2025

GENERAL INFORMATION

Applicant	HT Land Partners, Applicant Alex Hoime, Applicant's Representative	Size: 35 +/- acres for Annexation, Zoning and a Neighborhood Master Plan
Site Location	The property under consideration is in unincorporated Larimer County. Parcel 9427000011 is approximately 35 acres in size and highlighted in blue on the aerial image below. 	
Applicant's Request	The Applicant is requesting Annexation with a Neighborhood Master Plan and a Zoning proposal of SR, Suburban Residential.	
Surrounding Property Current Uses	<i>North:</i> Legacy Park (aka Ludlow) is located north of and adjacent to the proposed development. Legacy Park is in the platting review stage. The southern portion of Legacy is proposed for suburban density residential development. <i>West:</i> State Highway 287 is adjacent to and west of the proposed development. Unincorporated Larimer County is located on the west side of State Highway 287. <i>South:</i> Undeveloped land in unincorporated Larimer County. <i>East:</i> Harvest North and South subdivisions in the Town of Berthoud.	

Surrounding Properties and Current Zoning			
	<u>Land Use Code bulk standards for proposed zone district SR, Suburban Residential</u>		
Min. Lot Size	2,500 sq. ft. (detached house) 1,600 sq. ft. (townhome)		
Min. Lot Width	40-feet (detached house) 16-feet (townhomes)		
Front Setback	20-feet or 10-feet based on front loaded or rear loaded garage		
Side Setback	5-feet; 10-feet (side corner)		
Rear Setback	20-feet or 5-feet based on front loaded or rear loaded garage		
Building Height	30-feet		
<i>SURROUNDING ZONING, LAND USE AND REQUIRED BUFFERS</i>			
<u>Adjacent Zoning</u>	<u>Adjacent Land Uses</u>	<u>Setback requirements</u>	
North: SR, Berthoud	Single-family Residential/agriculture /approval and pending development activity	30' perimeter from arterial streets; 20' perimeter from collector streets	
South: RR2, Larimer			
East: R-1 and R-2, Berthoud			
West: RR2, Larimer			

Report and Process Overview

This one staff report covers the review of three application submittals, the Annexation with the Findings of Fact, the requested Zoning, and a Neighborhood Master Plan. This staff report is longer than many reviewed in the past as it encapsulates the development review criteria for the three applications. Each of these three applications will be separate agenda items requiring separate motions of approval, approval with conditions or denial. The related items will be presented together for a comprehensive review.

The proposal was originally submitted on February 21, 2023. A second submittal was attempted on June 26, 2024, and this submittal was incomplete as it did not address staff comments provided in 2023. A complete submittal was made on August 15, 2024 followed by a third submittal on January 16, 2025, and a fourth submittal on March 17, 2025. The Town Trustees heard the first Petition request and accepted the Petition on March 28, 2023. Due to the time lag between the original Petition filing and when the developer has completed their application process, Staff has been advised to repeat the Petition process to re-establish a community of interest.

To ensure a transparent and equitable land use review for every applicant, staff relies on the Municipal Code for processing standards and criteria for approval. These standards can be found in the table below.

Land Use Process	Development Review Process	Criteria for Approval
Annexation	30-8-104.A and B	30-8-104.B.6
Change of Zone	30-3-110.C	30-3-110.D
Neighborhood Master Plan	30-6-106.C	30-6-106.E

Municipal Code Sections 30-8-104.B outlines the processing steps for an Annexation and in Section 30-3-110.C for zoning amendments. Step 5 directs staff to bring the Annexation and Zoning requests to the Planning Commission prior to presenting the requests before the Board of Trustees. This step is found below.

Step 5: Planning Commission review and recommendations. The Planning Commission shall review, as a regular agenda item, the annexation application at a regular or special meeting to be held prior to the date of the public hearing before the Town Board. The Commission will make a recommendation by motion to the Town Board regarding the overall annexation of the property to the Town. The Commission's motion may be to recommend approval, approval with conditions, or denial of the annexation.

At this same meeting, the Commission may review the requested zoning of the property. Notice of the Commission's review of zoning shall be given in accordance with the requirements for an amendment to the zoning map. The Planning Commission shall recommend to the Town Board approval with or without conditions, or recommend denial of the requested zoning.

Municipal Code Section 30-6-106 outlines the Neighborhood Master Plan purpose and the process (Table 3.10 found in Section 30-30-116). A Planning Commission public hearing is a requirement for review of a Neighborhood Master Plan.

Proposal

The applicant is proposing annexation of property from unincorporated Larimer County into the Town of Berthoud. The property being considered for Annexation is in the Town's Future Land Use area as designated on the Comprehensive Plan Future Land Use Map as well as within the Town's Three Mile Plan. The applicant is proposing a Neighborhood Master Plan, Zoning, and the Annexation. The proposed zoning and the proposed Neighborhood Master Plan are consistent with the Comprehensive Plan Future Land Use Map and incorporates the vision of the Trails Master Plan. The project site is not within an overlay district. The underlying zoning standards for the Suburban Zone and Character District will be adhered to.

Background

The subject property is currently zoned RR2, Rural Residential in Larimer County. The property is in the southern portion of the Town's Urban Growth Boundary and the proposed zoning allocations align closely with the vision established in the 2021 Comprehensive Plan Future Land Use Map. The subject proposal is west of and adjacent to a similar development that is nearly fully constructed by the same development team and is a continuation of the same development.

Annexation

The act of Annexation brings properties from either unincorporated Larimer or Weld County into the Town of Berthoud in compliance with the Colorado Municipal Act of 1965, C.R.S. 31-12-101 – 123, as may be amended. A meeting with the Board of Trustees was held on May 13, 2015, and it was determined that the application met the requirements of Colorado Revised Statutes and the Municipal Code.

The process of Annexation allows Berthoud to control the quality of design and development, require the developer to incorporate local and regional trails and open space areas into the design, require parks and public amenities within the proposed development, require adjacent roads to be developed according to the Town's standards and adhere to the allowances of the Suburban Residential zone district, for example. The act of Annexation allows municipalities to control the development of territory to ensure the development is consistent with the vision of the Comprehensive Plan which is enacted in the Berthoud Development Code.

The Town of Berthoud has criteria for approval when considering Annexation. This criteria for approval is found in Section 30-8-102 of the Municipal Code and is outlined below for convenience along with staff's findings following the referral review process and detailed Code review.

30-8-102.A	Finding	Rationale
1. Annexation is a discretionary act. With the exception of a petition initiated by the Town for the annexation of an enclave, the Town Board shall exercise its sole discretion in the annexation of territory to the Town.	Yes	The proposed parcel to be considered for annexation are presented willingly by the applicant. The Town established a community of interest in the Annexation of this property.
2. The land to be annexed and the uses proposed for the land shall conform to the goals, policies and strategies of the Town of Berthoud Comprehensive Plan and to the land uses depicted on the Preferred [Future] Land Use Map, as amended. Furthermore, all annexation proceedings shall comply with the Colorado Municipal Annexation Act of 1965, as amended.	Yes	The proposed land use is consistent with the Character and Zoning District of Suburban Residential. The Suburban Residential Character District can be defined in the 2021 Comprehensive Plan update and the Future Land Use Map. Future submittal stages such as the Neighborhood Master Plan to be considered at this same hearing, and the future submittals of a Preliminary Plat and the Final Plat will be required to illustrate how the local/regional trails and open spaces connect to this property. Staff review of this application has been done in coordination with the requirements of the Colorado Municipal Annexation Act.

3. At the time development occurs, certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to and developed within the Town in order that the public needs may be served by such facilities. These facilities include, but are not limited to, arterial streets, bridges, public parks and recreation areas, water and sanitary sewer facilities, school sites, fire and police station sites, and storm drainage facilities. Typically, the annexation of lands to the Town shall be shown not to create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area.	Yes	The Annexation Assessment Impact Report provided with the application submittal addresses the impacts anticipated. The Annexation Agreement also addresses impacts and formalizes expectations. Future submittal stages such as the Neighborhood Master Plan, Preliminary Plat and the Final Plat are required to illustrate public facilities and amenities necessary to serve this development. Construction documents and drawings are engineered and design plans. These documents and drawings are required elements of a Preliminary and Final Plat. Preliminary Plans have been provided with the Neighborhood Master Plan submittal. Agencies such as the Town's operations and public works teams, the Town's development review engineer, the fire protection district, and the school district all review the application at this stage of the process and will continue to review application materials and construction documents and drawings throughout the development review process. All comments from the Town Engineer, Operations and Public Works, and Planning teams will be addressed through the Preliminary Plat stage which is when detailed reviewed is performed. The Town scrutinizes each application submittal and requires any number of resubmittals to ensure the application materials inclusive of utility design and concerns of the referral entities have been met prior to scheduling public hearings. Development expectations for projects in the Town of Berthoud include integration into and connection to, the Town's and the Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also reviews materials to make sure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met. All Special Districts are provided an opportunity to respond to an Annexation request.
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4. Typically, the petitioner for annexation shall be responsible for paying application fees and the Town's full cost for processing the annexation applications and petition; from initial discussion with Town Staff before submittal of the petition, through the approval and recording of the final annexation documents.	Yes	The applicant has paid application fees and a development review deposit. The deposit is used to pay fees of third party consultants the Town utilizes, publications, mailings, recording fees and staff's time.
5. Annexed areas will not typically divide tracts of land to prevent further annexation of adjoining parcels. (For example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property.)	Yes	This annexation does not subdivide land and does not propose to leave any land owned by the applicant adjacent to the property in unincorporated Larimer County. This annexation does leave the parcels to the north in unincorporated Larimer County as they are not party to the pending annexation.
6. The property owner shall comply with the Annexation Application requirements of this Chapter prior to submitting an annexation petition.	Yes	The applicant has complied with the application requirements and the processing regulations.

Staff has found the Annexation application materials listed in Section 30-8-103 have been submitted correctly. Referral agencies have been provided with several review periods. The applicant has addressed all concerns of referral agencies and the Town. Any Conditions of Approval proposed provide directions to the applicant regarding expectations for submittal of the Preliminary Plat. The process for considering an Annexation Petition outlined in Section 30-8-104 was followed.

Neighborhood Master Plan

The Neighborhood Master Plan represents a conceptual design of the development and is a required submittal step accompanying either or both, a rezoning or subdivision application. The Neighborhood Master Plan depicts the applicant's vision for the overall development. This vision includes the proposed zoning classification along with a concept for the on and off-site transportation networks and road classifications, pedestrian network, parks, open space, subdivision identity standards and other amenities. The Neighborhood Master Plan illustrates how the proposed development fits within the Comprehensive Plan vision, the various overlay districts that may impact the property, and the underlying Zoning and Character Districts. The proposal also illustrates how the design and development standards found in the various Town guidelines and the Land Development Code will be incorporated into the future Preliminary Plan and Final Plat application submittals.

The Neighborhood Master Plan is binding on a development, and all future platting/zoning actions must follow the approved plan as presented and approved by the Planning Commission and the Town Board of Trustees. Should the applicant need to alter the Neighborhood Master Plan post-approval, a formal amendment of the plan may be required.

Section 30-6-106 of the municipal code states that a Neighborhood Master Plan must consist of the following required elements:

30-6-106(E) Required Elements	Finding	Rationale
1. <u>Traffic Plan</u>: The applicant shall provide a preliminary traffic plan that addresses the following elements: i. The proposed street network connectivity to the existing road network, including all proposed access points. ii. The location and layout of all arterial and collector roads within the development. Local streets and alleys do not need to be depicted. iii. A preliminary traffic impact study prepared by a licensed traffic engineer which evaluates proposed access points, the existing street system, and any need for any road improvements (including-off-site improvements) created by the proposed development.	Yes	The applicant submitted a Traffic Impact Study considering the existing background traffic and anticipated traffic movement as a result of the proposed development. The Traffic Impact Study was reviewed by the Town's Development Review Engineer. The conceptual design proposed incorporates the findings outlined in the Traffic Impact Study for on-site and off-site improvements required. The Preliminary Plat application will also require an updated study to reflect surrounding proposed land uses to ensure the road infrastructure serving this development is adequate. A Development Agreement will be required with the Final Plat review phase and will specify timing and responsibilities for making improvements to the transportation network. <u>South Berthoud Parkway</u> This road shall be improved to a major collector status as outlined in the Annexation Agreement. <u>State Highway 287</u> The existing access shall be closed. Improvements to <u>County Road 4 at State Highway 287</u> will be required. The extent of the improvements and the developer's proportionate share of the improvements, if any, will be finalized with a Development Agreement at the time of Final Plat. Development expectations for projects in the Town of Berthoud include integration into the Town's and Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also ensure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met.

30-6-106(E) Required Elements	Finding	Rationale
2. <u>Open Space Plan:</u> The applicant shall provide a preliminary open space plan that addresses the following elements: i. Proposed open space distribution and location, including percentage of open space. ii. Compliance with 30-2-109(D)(4) open space elements. iii. Required buffer areas as per 30-2-109(C)(2)		The applicant has considered the Land Use Code, the Comprehensive Plan and the Master Plans affecting the property and have incorporated connection to the Regional Trail system, provided proposed site amenities and neighborhood identity features.
3. <u>Park(s) Plan:</u> i. Proposed park locations and types of parks as per Section 30-2-109(B)(2) and (3) ii. Proposed park acreage as per Section 30-2-109(B)(2)	Yes	The required variety of site amenities, park acreage requirements, and neighborhood identity features as required by the Land Use Code have been incorporated into the Neighborhood Master Plan.
30-6-106(E) Required Elements	Finding	Rationale
4. <u>Pedestrian Network:</u> i. Location of all trails within development, and connection to existing trail network. ii. Connectivity of sidewalks to the existing pedestrian system, including any off-site sidewalk improvements. iii. Depiction of any bike lanes or any other multi-modal features.	Yes	Regional and local trails have been incorporated into the Neighborhood Master Plan. Sidewalk and trail connectivity has been depicted on the submitted plans.
5. <u>Zoning:</u> i. The location of zoning boundaries shall be provided with the application and depicted on the Neighborhood Master Plan. ii. The plan should show how lot diversity standards of Section 30-2-116(D)(1)(c), are met and create a mix of zoning which is harmonious with the surrounding area, and within the property itself. iii. Density and lot diversity shall be distributed throughout the project and shall not be located in only one area.	Yes	The entire site is proposed for Suburban Residential, SR zoning classification in accordance with the vision of the 2021 Comprehensive Plan Future Land Use Map. The lot diversity standards found in the Land Use Code have been met. A minimum of three housing diversity types shall be required in residential developments containing more than 30 acres according to the Development Design requirements found in the Land Use Code. The applicant has proposed three housing / lot types. Architectural diversity is reviewed by the Town after approval of the Final Plat.

6. <u>Overall Utility Plan:</u> i. A preliminary utility plan depicting the existing capacity of the utility system for both the proposal and any potential future development. ii. Proposed connections to the existing utility system. iii. The location of any proposed or required lift stations. iv. Utility plans for the interior of the development (such as water and sewer service lines) are not required as part of this process.	Yes	A Preliminary Utility Plan was provided with application materials, has been reviewed by the Town and referral agencies including the Town Development Review Engineer, the Town's Operations Manager, the Town's Water Resources Attorney, and has been amended according to referral comments. The Preliminary Plat and Final Plat applications will include Construction drawings and documents, and these documents will be continuously reviewed.
30-6-106(E) Required Elements	Finding	Rationale
7. <u>Subdivision Identity Standards:</u> i. The applicant shall provide compliance with subdivision identity standards found in Section 30-2-131.	Yes	Neighborhood identity features required by the Land Use Code have been met and further review will be made during the Preliminary Plan and Final Plat processes.

Neighborhood Master Plan Review Criteria

Section 30-6-106(G) states that the town shall use the following criteria in addition to other applicable provisions of the code to evaluate the application.

30-6-106(G) Review Criteria	Finding	Rationale
1. The land use mix within the project conforms to Berthoud's Zoning District Map and Comprehensive Plan Preferred Land Use Map and furthers the goals and policies of the Comprehensive Plan.	Yes	The entire site is proposed for Suburban Residential with SR zoning classification in accordance with the vision of the 2021 Comprehensive Plan Future Land Use Map. The lot diversity standards found in the Land Use Code have been met. A minimum of three housing diversity types shall be required in residential developments containing more than 30 acres according to the Development Design requirements found in the Land Use Code. The applicant has proposed three housing / lot types. Architectural diversity is reviewed by the Town at time of building permit. Many times, the Town will also review the architectural master plan with the Final Plat. Neighborhood identity features required by the Land Use Code have been met. Review of these features in greater depth will occur at the Preliminary Plan and Final Plat stages.

30-6-106(G) Review Criteria	Finding	Rationale
2. The Neighborhood Master plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Chapter, the Town Comprehensive Plan, and the Parks, Open Space and Recreation (PORT) Plan as amended.	Yes	The high level of scrutiny expended on the Neighborhood Master Plan review at this stage in development review ensures the proposal includes land uses, open space, trail connectivity, transportation corridors, utility provision, for example that follow the criteria found in the Comprehensive Plan, Master Plans, the Municipal Code, and the engineering specifications and standards.
3. The preliminary traffic, open space, park utility and pedestrian design is adequate and functional given the existing and planned capacities of each system, and meets the standards found in this Code.	Yes	The applicant submitted a Traffic Impact Study considering the existing background traffic and anticipated traffic movement as a result of the proposed development. The Traffic Impact Study was reviewed by the Town's Development Review Engineer. The Preliminary Plat application will also require an updated study to reflect surrounding proposed land uses to ensure the road infrastructure serving this development is adequate. A Development Agreement will be required with the Final Plat review phase and will specify timing and responsibilities for making improvements to the transportation network. <u>South Berthoud Parkway</u> This road shall be improved to a major collector status as outlined in the Annexation Agreement. <u>State Highway 287</u> The existing access shall be closed. Improvements to <u>County Road 4 at State Highway 287</u> will be required. The extent of the improvements and the developer's proportionate share of the improvements, if any, will be finalized with a Development Agreement at the time of Final Plat. Development expectations for projects in the Town of Berthoud include integration into the Town's and Regional Master Planning open space, trail, pedestrian and traffic networks; provision of street trees, parks and public amenities; design, engineering and installation of adjacent roadways; adherence to requirements of the school district and the fire protection district; and coordination with all public utilities serving the development, for example. Staff also ensure the specifications, standards, guidelines and expectations outlined in the Town's Comprehensive Plan, Land Development Code, Landscape and Architectural Design Guidelines are met.

4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.	Yes	Adjacent land uses include agricultural and land under development review in the Town of Berthoud. The Town's standards include a recognition of the Right to Farm policy. Setbacks, tree lawns, on- and off-site improvements have been proposed to mitigate the impacts of the development on the road/street networks, trails, and open space areas.
5. There is a need or desirability within the community for the development and the development will help achieve a balance of land use and/or housing types within Berthoud according to town goals.	Yes	The Town has recognized the potential development of the property to Suburban Residential uses as envisioned in the 2021 Comprehensive Plan update. The applicant has provided a Neighborhood Master Plan prepared in accordance with the Land Use Code and the Comprehensive Plan which are the public-facing documents which depict the Town's goals for future development.

Staff has found the Neighborhood Master Plan application materials have been submitted correctly. Referral agencies were provided with several referral periods since the application was first submitted in February, 2023. The process for considering a Neighborhood Master Plan was followed.

Rezoning

The subject project is currently zoned RR2 in unincorporated Larimer County. The process of annexation is accompanied with a zoning request. The applicant is requesting zoning to SR, Suburban Residential. Rezoning is addressed through an official zoning map amendment. Section 30-3-110(D) states for the purpose of establishing and maintaining sound stable and desirable development within the Town, the Zoning Map shall not be amended except when it addresses one or more of the criteria in the following table.

30-3-110(D) Zoning Map Amendment Criteria	Finding	Rationale
- To correct a manifest error in an ordinance establishing the zoning for a specific property; or - To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally; or - The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the Town Comprehensive Plan; or - The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Town Comprehensive Plan, and the rezoning will be consistent with the policies and goals of the Comprehensive Plan; or - The area requested for rezoning has changed or is changing to such a degree	Yes	The 5th criteria has been met. The property is in unincorporated Larimer County and the property owner seeks to develop in the Town of Berthoud, according to the Town's design, development, and engineering standards. The applicant seeks to develop in the Town and agrees to adhere to regional and local transportation, trails and open space networks pursuant to the Town's various comprehensive and master plans in effect. The applicant agrees to adhere to the Town's architectural, project diversity standards as well as provide for development amenities and preserving sensitive riparian land. The applicant has requested a zoning classification which meets the intent of the future land use envisioned in the 2021 Comprehensive Plan update.

that it is in the public interest to encourage development or redevelopment of the area		
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Staff found the Change of Zone application materials have been submitted correctly. Referral agencies were provided with an initial review period in February, 2023 and again in late 2024 and early 2025. The applicant has addressed all concerns of referral agencies and the Town. Any Conditions of Approval proposed provide directions to the applicant regarding expectations for submittal of the Preliminary Plat. The process for considering a Change of Zone outlined in the Land Use Code was followed.

PUBLIC NOTICE AND COMMENT

Notice of the Planning Commission and Town Board Public Hearing to consider the three applications was published in the *Berthoud Surveyor* and the *Loveland Reporter* starting the week of April 13, 2025. Because the land use applications include an Annexation request, this request is required to be published for four consecutive weeks prior to the Town Trustees public hearing. Surrounding Property Owners were notified by mailing on April 21, 2025. The property was posted with a sign by the applicant prior to April 13, 2025. The property owner provided notice to Mineral Owners per C.R.S. The Notice requirements for all three application requests followed the annexation notice requirements which are the most stringent in accordance with Table 1.1. All three applications and both the Planning Commission and the Town Board of Trustees hearings were noticed concurrently.

FINDINGS AND RECOMMENDATIONS

Neighborhood Master Plan

Staff recommends that the Planning Commission forward a vote of approval to the Town Trustees for the Neighborhood Master Plan. Staff’s recommendation is based on the findings outlined in the Staff Report and deliberated that the Criteria for Approval found in Section 30-6-106 of the Municipal Code have been met as outlined in the Staff Report.

Rezoning

Staff recommends that the Planning Commission forward a vote of approval to the Town Trustees for the rezoning request to SR, Suburban Residential in accordance with the 2021 Comprehensive Plan Future Land Use Map, the process of for approval found in Municipal Code Section 30-3-110, and the criteria for approval found in Section 30-3-110.D of the Municipal Code as discussed in this Staff Report.

Annexation

Staff recommends that the Planning Commission forward recommendation to the Town Trustees to approve the request for annexation. Staff has concluded the application meets the Criteria for Approval found in Section 30-8-104 of the Municipal Code, as discussed in the Staff Report, and also concluded the property is within the Town’s 3-Mile Plan and Urban Growth Boundary, and the process found in Municipal Code Section 30-8-104 has been followed. The approval of the Annexation shall be conditioned upon completion of the Annexation Agreement.

Attachments

1. Letter of Intent
2. Petition for Annexation
3. Annexation Assessment Report
4. Annexation Agreement
5. Annexation Map
6. Neighborhood Master Plan Narrative
7. Neighborhood Master Plan Map
8. Traffic Impact Study
9. Zoning Assessment Report
10. Zoning Map



March 14, 2025

Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513
970.532.2643

RE: Letter of Intent for Harvest West Subdivision

Members of the Board,

HT Land Partners, LLC would like to propose the subdivision of Harvest West to develop an 81 lot residential community. Refer to the Neighborhood Master Plan Narrative for additional description.

The property is adjacent to Harvest Ridge North and Harvest Ridge South, located to the east, and Legacy Park, located to the north. Utility services will be provided by connecting to the existing infrastructure in the adjacent Harvest Ridge North and Harvest Ridge South developments. It has been determined in the development of Harvest Ridge North and Harvest Ridge South that the existing infrastructure will be sufficient to serve the 86 dwelling units. The neighborhood master plan application materials include a utility study and will-serve letters have been provided from Xcel and PVREA. We have been coordinating with the Town Operations and Public Works divisions regarding access, off-site improvements, potable and non-potable water as well as sanitary sewer provisions. The preliminary plan will include Construction Documents at 80% completion for review.

The development is not anticipated to have a significant impact on the transportation infrastructure. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study, are sufficient to accommodate this development. We understand there will be off-site improvements needed and these are captured in the Annexation Agreement and will be confirmed in the Development Agreement with the engineering and design provided with future application submittals.

The existing drainage of the site is split into two major basins that are divided by an irrigation ditch on the property. A diversion structure will be installed on the ditch to allow for the flows to be routed in different directions to ensure downstream users continue having access. The flows will be routed through pipes, with one approaching the southwest corner of the project and another pipe will be routed through the park space towards the adjacent project where an existing irrigation pipe is located. The piping system will be routed through the southeast corner of the property to serve the adjacent landowner. Area to the north of the irrigation ditch flows northeast and contributes to the Dry Creek



Major Basin as identified in the Berthoud Stormwater Master Plan. Area to the south of the irrigation ditch flows southeast and contributes to the Ish Reservoir Major Basin as identified in the Berthoud Stormwater Master Plan. The proposed development will maintain existing drainage patterns. Flows from the residential lots will sheet flow to the proposed streets and will be directed via curb and gutter and inlets to detention ponds. After detaining and treating the stormwater, the ponds will discharge at a controlled release rate. The stormwater management system will be designed and submitted for review with the preliminary and final plats.

The intention of the development is to cater to small and mid-size local builders and incorporate a modern farmhouse style architecture. The proposed zoning for this area is SR. Upon completion of the Final Plat, the development will provide an Architectural Diversity Plan to the Town for review and approval. The housing diversity standards have been met by proposing three housing types: Single Family detached, Single family detached (rear loaded) and Two-family housing.

The impact on the Berthoud Public School system is expected to be minimal. The demographic profile of prospective homebuyers in this community predominantly consists of individuals around retirement age, who are less likely to have school-aged children. The developer and the school district have collaborated and the resulting discussions indicate that approximately 39 students will reside within the Harvest West development, further indicating the limited strain on local educational resources.

We are proposing a suburban residential zone district which is consistent with the Future Land Use Map. The following goals and strategies of the Comprehensive Plan are embodied in this proposal and are as follows:

- Bike and pedestrian trails, which connect to future, regional trail systems
- Tree lined streets
- Increase interconnectivity to adjacent neighborhoods
- Lower density homes on larger lots as well as a range of housing
- Mix of housing serving varying needs, budgets and life stages of residents
- Diverse collection of private parkland, open space and trails

The proposed project is consistent with the rationale and criteria set forth in the Development Code, the Comprehensive Plan, and the Parks, Open Space, Recreation, and Trails (PORT) Plan as amended. The utility and transportation design is adequate to serve the development. We have incorporated these details into our Neighborhood Master Plan and a few examples of that are as follows: a diversity of housing, a trail system, additional open space and parkland proposed beyond Code requirements.

The project is not located within a Metro District which ultimately creates a benefit to the future homeowners of this subdivision, further reducing additional out of pocket expenses that would



otherwise be incurred within a Metro District. The common spaces will be maintained by the HOA. The HOA will manage the non-potable system, if this feature can be accommodated.

Requirements in the 2024 Berthoud Development Code for Subdivision Identity (§ 30-2-131), Parks and Open Space (§ 30-2-109), and lot size and diversity (§ 30-2-116) will be met. Subdivision Identity elements being evaluated include:

- trail system
- greenway
- pocket park
- artwork
- fencing and walls
- useable open space

Per Section (§ 30-2-109), the park components will include all elements of List A. Other Park components being considered include:

From List B

- Shelters with picnic tables
- 15,000 sf of turf play area
- 10,000 sf natural area

From List D

- Playground
- Community building

From List E

- Barbecue grills
- Benches
- Trailhead parking
- Restroom enclosures

There will be at least 3.5 acres of open space including 0.94 acres of park space. Refer to the Neighborhood Master Plan Narrative for additional description on how these requirements are met.

Negative impacts on adjacent land uses are not anticipated as the development will be a continuation of what has been proposed and intended zoning on adjacent properties. Per discussions with our partners on the adjacent Harvest North and South projects, many of our builders have communicated their excitement and desire to partner again on the Harvest West project due the local demand of their products.



Please refer to the Annexation Assessment Report for additional impacts and details

I appreciate your time in reviewing this preliminary plat submittal package. Please feel free to contact me at 970-290-1970 with any questions.

Sincerely,

Alex Hoime, PE
HT Land Partners, LLC
320 N Lincoln Ave
Loveland, CO 80537

Harvest West
PETITION FOR ANNEXATION

We represent that we are the landowners of 100% of the land described in this Petition, excluding public streets, alleys, roads, and easements, which is legally described on **Exhibit “A”** and depicted on **Exhibit “B”**, and affirm the following to be true and correct as of March 3, 2025, our petition for annexation is filed with the Town of Berthoud. Please refer to **Exhibit “C”** Supplement to Petition for Annexation for additional information narrative on the statutory requirements being met.

CONTIGUITY:

1. The perimeter of the total proposed annexations has a distance of 4934 feet of which 2421 feet are contiguous to the existing Town Limits of Berthoud.
2. The annexation is 49.1% contiguous.
3. The proposed annexations contain approximately 34.6 acres.
4. The requirements of Colorado Revised Statutes §31-12-104 and §31-12-105, exist or have been met.
5. We further allege:
 - a. It is desirable and necessary that the territory be annexed to the Town of Berthoud. Per the Town’s Future Land Use Map, this parcel is within the Town’s Growth Management Area.
 - b. A community of interest exists between the territory and the Town of Berthoud. This parcel has been designated as a Suburban zoning in the Town’s Future Land Use Map.
 - c. The territory is integrated or capable of being integrated with the Town of Berthoud. Due to this site being located adjacent to past developments, city utilities are available to serve the parcel.
 - d. The territory is urban or will be urbanized in the near future. This site is adjacent to past developments with suburban zoning and this site has also been designated as suburban per the Future Land Use Map.
 - e. No land held in identical ownership is divided into separate parcels unless the owner of said tract has consented in writing or joins in this Petition.

- f. No proceedings for annexation of the land described in this Petition have been commenced for annexation to another municipality.
6. The requested zoning classification is SR (Suburban Residential) and is consistent with the Town of Berthoud Comprehensive Plan.
7. The Petitioners understand that there may be a significant period of time before municipal utilities will be available but anticipate that urbanization will be able to take place at a pace acceptable to them without immediate access to these utilities. Until urbanization takes place the petitioners intend to maintain their properties in their current uses, which uses are acceptable to the Town of Berthoud.
8. The Petitioners have submitted the petition with the intention that the property will be developed in accordance with Berthoud's Development Code, Comprehensive Plan, Municipal Code, resolutions, and ordinances.
9. The Petitioners are aware that Berthoud has enacted fees and policies with the intention that growth should pay its own way and that growth should improve the health, safety, and welfare of its citizens. Examples of Berthoud's fees which are acceptable to the petitioners include fees for: building, electric, construction meter, plan review, building permit administration, parks, trails and open space, public facilities infrastructure, streets, drainage, police facility infrastructure, general administration facility infrastructure, water administration, water meter, water tap, sewer tap, raw water, and other supplemental fees as appropriate.
10. The Petitioners understand that Berthoud is required by Colorado Revised Statutes to prepare and file an annexation impact report. The Petitioners will prepare a proposed annexation impact report and provide it to Berthoud for review and consideration six (6) weeks prior to the hearing.
11. The Petitioners agree to dedicate free and clear of all liens and encumbrances of any kind, and at no charge to the Town, all easements and rights-of-way for streets and other public ways and for other public purposes, within the Property as outlined in a Subdivision Improvements Agreement (approved at the time of final subdivision plat).
12. The Petitioners agree to dedicate, with the subdivision of the Property and at no cost to the Town, all required easements and right-of-way for installation and maintenance of infrastructure.
13. The Petitioners agree to design and install transportation infrastructure, utility infrastructure, and stormwater improvements to serve the Property prior to the issuance of any building permits for all or any portion of the property in accordance with Town standards. The Petitioners shall make such other improvements as

required by Town ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Berthoud, to dedicate to Berthoud any or all other required improvements. The Petitioners agrees to enter into a subdivision improvements agreement pertaining to such improvements and other matters at time of final plat.

14. The Petitioners agree that oversizing agreements may exist that the Petitioners may be responsible for his/her fair share for oversizing of infrastructure. Likewise, Petitioners acknowledges that the Town may require the Petitioners to oversize infrastructure, which would be reimbursed by subsequent developers. The Petitioners acknowledge that the Town shall facilitate reimbursement of any financial participation by the Petitioners, over and above the proportionate impact of the development. Such reimbursement shall come from new development directly connecting to the improvements.
15. The Petitioners agree to satisfy the public land dedication and landscaping requirements specified in the Town's Development Code.
16. The Petitioners agree that future development of the site will comply with any adopted infrastructure plans including but not limited to transportation, drainage, water, sewer, land use, parks, trails, open space and comprehensive plans.
17. The Petitioners agree that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Petitioners shall comply with, all municipal, county, state and federal statutes, ordinances, rules and regulations.
18. The Petitioners agree that all land use approvals and building permits for the development of the Property shall be subject to requirements including, but not limited to, the payment of impact fees and development charges and other land use and development requirements in effect at the time that such proposed development applies for a building permit.
19. The Petitioners agree to convey to the Town, all water rights necessary for development and all irrigation water rights and associated carrying rights and groundwater rights associated with the property, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, unless the Town in writing rejects any or all such water rights. Water rights may be conveyed on a pro-rata basis as building permits are issued.
20. Berthoud has various enterprise funds through which the utilities provided by Berthoud are financed. Examples of Berthoud's services are its water, wastewater, and drainage utilities. Berthoud's Board of Trustees believe that the provision of

utilities by Berthoud assists in complying with the *Berthoud Comprehensive Plan* and *Berthoud Development Code* and the petitioners request that Berthoud provide all utility services which are available now or in the future through Berthoud at a cost comparable to that which can be provided by any third party.

21. The Petitioners understand that the R2-J School District forms an integral part of the Berthoud community. Berthoud has enacted fees to support the acquisition of land by this School District. The Petitioners are aware of these fees and agree to financially support the District's land acquisition programs.

The terms of this Petition are binding on the heirs, devisers, successors and assigns of the parties. Therefore, the undersigned hereby request that the Town of Berthoud approve the annexation of the areas described herein.



Alex Hoime

3/10/2025

Date

EXHIBIT A
Harvest West
Annexation
LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

EXHIBIT B
Harvest West
ANNEXATION MAP



March 14, 2025

Town of Berthoud
807 Mountain Avenue
PO Box 1229
Berthoud, CO 80513
970.532.2643

Harvest West Subdivision - Annexation Assessment Report

This Annexation Assessment Report has been prepared in accordance with Section 30-8-103.A.10 of the Berthoud Municipal Code. The proposed 34.61-acre annexation is located along the east side of US Highway 287. It is a quarter mile north of West County Road 4E and a quarter mile west of Berthoud Parkway. The property is a portion of the northwest quarter of the northeast quarter of Section 27, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado. The proposed development currently consists of: 81 Lots, (63 Single-Family Detached units, 13 Single-Family Detached Alley Loaded units, and 5 Two-Family), streets, sidewalk, parks, open space, storm water detention and utility services. There will be two points of access to the development, both of which are served off Berthoud Parkway through prior Harvest Subdivisions.

The proposed development is poised to significantly benefit the economic landscape of the Town of Berthoud. By introducing approximately 250 new residents, this initiative is expected to enhance local business revenue, leading to increased profits and greater opportunities for expansion among existing businesses. The anticipated growth in the population will contribute to a higher tax base for the Town, enabling it to better fund essential services and infrastructure. The applicant understands Residential Development is a cost to the Town. The increased tax base to the Town for residential development is nominal. During the building permit process, impact fees are collected to offset the cost of residential development. By utilizing a conservative factor of 2.5 persons per house, the resulting population of Harvest West will be \$163,851.86. These individuals will contribute to the consumer base in Berthoud.

In addition to its economic advantages, the development offers recreational amenities for the community. It will include 0.94 acres of dedicated park space, 3.92 acres of open space, and 1,233 linear feet of soft surface trails, complemented by 11,437 linear feet of concrete sidewalks and trails. These trails will have the ability to connect to the future regional trail as planned along the 287 corridor. A playground is proposed within the development to serve as a community feature for residents. These features are designed to promote outdoor activity and provide residents with enjoyable spaces for leisure and exercise. Including these features encourages residents to enjoy neighborhood recreational amenities rather than relying solely on town parks, recreation centers, and trails. While town amenities will still be accessible and used by residents, the focus on localized activities within the neighborhood helps reduce the strain on the area's broader recreational infrastructure. The application has been designed by considering connectivity through motorized and non-motorized movement.

The impact on the Berthoud Public School system is expected to be minimal. The demographic profile of prospective homebuyers in this community predominantly consists of individuals around retirement age, who are less likely to have school-aged children. According to discussions with the



Thompson School District, it is estimated that approximately 16 elementary, 10 middle school, and 13 high school students will reside within the Harvest West development for a total of 39 students, further indicating the limited strain on local educational resources.

The Fire Protection District is a referral agency to this development proposal and will also be afforded review of the Preliminary and Final Plat applications.

The anticipated utility services for the annexation of the property will be provided from both existing and new utility facilities. Water service will be provided by utilizing the water mains that have been stubbed to this property from Art Drive and Swan Peter Drive. This infrastructure will ensure a reliable supply of potable water for residential use. Tait & Associates Utility Study, dated December 2023 and accounting for 87 Units (more than is proposed), was modeled for the proposed on-site system and was found to conform to the 2018 international fire flow requirements and therefore will adequately meet the Town's criteria. Due to the initial report taking into account more units than proposed, the Utility Study shall be considered relevant and accepted.

Sanitary sewer service will be provided by extensions of existing sanitary mains from Art Drive and Swan Peter Drive. Calculations were performed for the capacity of the proposed and existing downstream sanitary sewer pipes. The study found that the existing sewer system has adequate capacity for the development of this site.

Private/Dry utilities will be provided by extending existing mains installed in the Harvest Ridge North and Harvest Ridge South Subdivisions. Xcel Energy has supplied a will serve letter stating that gas facilities can be made available to serve this development. Similarly, Poudre Valley Rural Electrical Association (PVREA) has provided a will serve letter stating that they will be able to provide service for all electrical loads for this development. Hilltop Broadband and Comcast will provide fiber-optic and communications services.

Stormwater will be managed through a combination of sheet flow and a curb and gutter systems that direct runoff to inlets distributed throughout the subdivision. These inlets will discharge into proposed detention facilities designed to temporarily hold stormwater and gradually release it, thereby reducing the risk of flooding and erosion. The integrated stormwater system design will also consider environmental impact, promoting infiltration and control of pollutants before runoff enters local waterways.

Impacts on the existing transportation system have also been evaluated. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study are sufficient to accommodate this development as well as potential future development to the south. As we move forward, a further evaluation of the expected traffic and its potential impacts will be conducted at the time of the preliminary plat review. This thorough assessment will ensure that any transportation concerns are addressed proactively, maintaining the safety and efficiency of the roadway network for all users.

The proposed development will generate additional tax revenue for special districts with current mill-levies. Based on an average house valuation of \$1.2M a total annual tax liability per lot is estimated to exceed \$7,500. An annual total of \$631,806 is anticipated to be generated by the development of the 81 lots proposed in Harvest West. A breakdown of each special district and the anticipated amount is provided in the table below.

Tabel 1. Mill-Levy to Tax Dollars per Lot per Year

Levy	Tax Authority	Single Lot	81 Lots
36.937	THOMPSON R2-J GEN FUND	\$3,031	\$245,560.41
21.745	LARIMER COUNTY	\$1,784	\$144,562.32
13.868	BERTHOUD FIRE DIST	\$1,138	\$92,195.82
9.072	BERTHOUD	\$744	\$60,311.79
5.823	THOMPSON R2-J BOND PAYMENT	\$477	\$38,711.52
2.40	BERTHOUD COMM LIBRARY DIST	\$196	\$15,955.38
1.759	THOMPSON VALLEY HLTH SVC DIST	\$144	\$11,693.16
1.0	N COLO WATER CONS DIST	\$82	\$6,648
0.142	LARIMER CO PEST CTRL DIST	\$11	\$943
Total		\$7,612	\$616,582

The proposed development lies within the boundaries of the Berthoud Fire District. There is a \$2,000 fee associated with building single family house and a \$1,500 fee per dwelling units for multi-family residences to pay for the services provided by the fire department as well as impact fees for libraries, public health services, and recreation.

The proposed property is currently zoned as RR2 (County Zoning). The subdivision to the north is zoned as Suburban Residential (SR). The property to the east is zoned R1. The properties to the west and south are zoned as FA-1. We are proposing to rezone this property as SR. There are currently no areas of conflict, and the rezoning is compatible with the Berthoud Comprehensive Plan.

ANNEXATION AGREEMENT
(Harvest West Annexation)

THIS AGREEMENT is made and entered into this 18th day of September, 2024 by and between HT Land Partners, LLC, hereinafter referred to as the "ANNEXOR" and the Town of Berthoud, a statutory Town of the State of Colorado, hereinafter referred to as "Town."

WITNESSETH

WHEREAS, the ANNEXOR desires to annex to the Town of Berthoud the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein and made a part hereof, hereinafter collectively referred to as "PROPERTY"; and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide residential housing options, connectivity to local amenities, and local opportunity for its citizens; and

WHEREAS, ANNEXOR wishes to use the PROPERTY in a manner compatible with the TOWN vision and objectives contained in the 2021 Comprehensive Plan and consistent with the Town's Land Use Code and engineering Design and Construction Standards; and

WHEREAS, ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions and other regulations of the TOWN, as they may be amended from time to time; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed; such as police protection and local government administration; and

WHEREAS, the parties agree that if there are special districts serving the PROPERTY any special assessments and impact fees will be paid by ANNEXOR; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement regarding the submission of a Neighborhood Master Plan application; and

WHEREAS, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the provision of utilities, location and dedication of public ways and public areas, zoning, and location and payment regarding roads, utilities and other improvements; and

WHEREAS, ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to, utility rights-of-way or easements to TOWN as contemplated in this Agreement, is directly related and generated by the current and intended uses of the PROPERTY, and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, in consideration of the foregoing covenants, promises and

agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows.

1. **BASIC INTENT.** The intent of this Agreement is to set forth the basic requirements for annexation and use or development of the PROPERTY described above. This Agreement shall be binding upon the parties and may not be modified except by further written agreement.

2. **USE AND DEVELOPMENT.** The PROPERTY annexed shall be used or developed in general conformity with TOWN comprehensive and master plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

a. Zoning. The ANNEXOR desires Suburban Residential, SR zoning, in accordance with the zoning categories contained in Chapter 30 of the Town of Berthoud Municipal Code. The parties recognize that it is the intent and desire of the ANNEXOR to continue to use and/or develop the PROPERTY in a manner generally consistent with the zoning requested and that the granting of such zoning by the TOWN is a condition to annex the PROPERTY. ANNEXOR has requested zoning in conjunction with the Annexation request.

b. Land Use. All new construction will be subject to the types and intensities of land use permitted pursuant to the Town of Berthoud Municipal Code ("Municipal Code") in effect on the date hereof, or in effect on the date when building permit applications are filed.

3. **MUNICIPAL SERVICES.** TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this Agreement, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, police protection, water services, sanitary sewer services, and all other services customarily and currently provided by the TOWN in the area to be annexed. THE ANNEXOR acknowledges, agrees and accepts that the TOWN does not currently provide electricity, natural gas services, telecommunications, or fire protection services to the area to be annexed.

4. **PUBLIC IMPROVEMENTS.** ANNEXOR agrees to design, engineer, construct, install and warranty at its sole cost and expense, in accordance with TOWN approved plans, standards and specifications, any necessary public improvements within or adjacent to the PROPERTY and those improvements serving the PROPERTY, including, but not limited to, water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, trails, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above-described public improvements shall be constructed to TOWN standards, or where applicable, to the standards of the utility providing the service. All utilities will be placed underground. The TOWN and the ANNEXOR agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY and

that no taking thereby will occur requiring any compensation.

- a. ANNEXOR and/or future builders within the PROPERTY shall pay all impact fees to the TOWN at the time of building permit issuance.
- b. ANNEXOR acknowledges and agrees that a building permit may not be submitted for review until the Town has determined that the ANNEXOR or ANNEXOR'S successor has substantially completed the public improvements in substantial compliance with all Town-approved plans and all applicable regulations, codes and other statutory and local requirements.

5. **WATER RIGHTS.** ANNEXOR shall dedicate to TOWN the 4.75 shares of the Handy Ditch Company, which shares were historically used for irrigation of the PROPERTY, as well as any and all carriage rights associated with such 4.75 Handy Ditch Company shares (collectively the "Water Rights"). Dedication shall occur prior to the pre-construction meeting for the first phase of any development of the Property. The Water Rights shall be dedicated free and clear from all encumbrances. ANNEXOR shall also execute the Water Shares Dedication Agreement attached as Exhibit B to this Agreement. Upon dedication of the Water Rights in accordance with the Water Shares Dedication Agreement, the TOWN shall provide ANNEXOR with a certification of water dedication credits in accordance with Section 30-10-114 of the Municipal Code, as the same may be amended from time to time. TOWN and ANNEXOR acknowledge that the water dedication credits obtained from the Water Rights may, at the discretion of ANNEXOR, be utilized for satisfying any combination of (i) the potable dedication requirements for the PROPERTY as set forth in Section 30-10-114.G of the Municipal Code, and/or (ii) a non-potable irrigation system on the PROPERTY as set forth in Section 30-10-114.H of the Municipal Code. ANNEXOR acknowledges that TOWN may require additional water rights for this non-potable irrigation system and that compliance with the TOWN'S water rights dedication requirements remains the sole responsibility of ANNEXOR. ANNEXOR acknowledges that the TOWN may require dedication of water rights and/or water shares or payment of cash in lieu of water dedication in addition to the Water Rights, however ANNEXOR shall dedicate the Water Rights as a condition of the TOWN accepting any cash in lieu payments and the TOWN will not accept any cash in lieu payments until ANNEXOR dedicates the Water Rights in accordance with the terms of this Agreement.

6. **UTILITY EASEMENTS.** The dedication of public easements for utilities shall be by easement deed in a form acceptable to the Town Attorney and shall generally consist of a utility easement conveyed to the Town. The deed shall be in substantially the form attached hereto as Exhibit C. ANNEXOR shall provide TOWN with a current title commitment upon the Town's request and prior to any acceptance by TOWN of any utility easements.

7. **MASTER PLAN.** ANNEXOR shall submit a Neighborhood Master Plan application for this PROPERTY, the adjacent Harvest South development, and any future development of adjacent properties ANNEXOR may have interest in, now or in the future. The Neighborhood Master Plan shall be submitted to the Town for review prior to submittal of the Preliminary Plat application and illustrate interconnected trails, transportation, open space, stormwater infrastructure, water and sanitary sewer service, for example. The Neighborhood Master Plan shall

be prepared in accordance with the Town of Berthoud Municipal Code. The Neighborhood Master Plan (the "Neighborhood Master Plan") shall include details for the northern 80-acres in accordance with the Municipal Code. Notwithstanding that ANNEXOR does not control the southern 80 acres, ANNEXOR shall include within the Neighborhood Master Plan an engineered conceptual plan engineering interconnected trails, transportation, open space, stormwater infrastructure, water and sanitary sewer service.

8. **POTABLE WATER SERVICE.** Water service to the PROPERTY shall be provided by the TOWN. ANNEXOR hereby acknowledges the TOWN policies with respect to obtaining water service from the TOWN including water rights dedication requirements, and the extension of water lines to the PROPERTY to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and the ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation.

- a. Extension of Potable Water Services. Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at his sole cost and expense all the water lines, facilities and appurtenances necessary to provide service from the TOWN's system to the PROPERTY. ANNEXOR shall install at his sole cost and expense all the water lines and appurtenances within the PROPERTY. Water mains lying within the dedicated rights-of-way shall be dedicated to TOWN after construction and warranty. At the time of this AGREEMENT, the TOWN estimates that ANNEXOR shall install a twelve (12) inch main from the existing main servicing the development to the east into this PROPERTY along the northern property boundary and south along the western property boundary. ANNEXOR shall be required to provide 80% Construction Documents with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. The Construction Documents shall include a twelve (12) inch main along the north and west property frontages.
- b. Water Tap Fees. ANNEXOR shall pay all water tap fees required for common areas to the TOWN prior to installation of irrigation meters and taps. ANNEXOR acknowledges each builder shall pay all water tap fees associated with construction on individual lots at or prior to the time of building permit issuance.
- c. Water Rights Dedication Requirements. ANNEXOR shall comply with the Water Rights Dedication Requirements in the Municipal Code. ANNEXOR acknowledges that the TOWN may require dedication of water rights and/or water shares or payment of cash in lieu of water dedication in addition to the water rights dedication in Section 5 above.
- d. Water Plant Investment Fees. ANNEXOR shall contribute Water Plant Investment Fees to the TOWN at the time of building permit issuance.

- e. Developer acknowledges that payment of cash-in-lieu of water dedication program is in the Town's sole discretion and availability of water credits derived from cash-in-lieu payments is not guaranteed. If the Town does not accept cash-in-lieu payments when requested, developer will be responsible for dedicating acceptable water rights to the Town.

9. **SANITARY SEWER SERVICE.** Sanitary sewer service to the PROPERTY shall be provided by the TOWN. ANNEXOR hereby acknowledges the TOWN policies with respect to obtaining sanitary sewer service from the TOWN, the extension of sanitary sewer lines to the PROPERTY to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and the ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation.

- a. **Extension of Sanitary Sewer Services.** Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at its sole cost and expense all the sanitary sewer lines necessary to provide service from the TOWN's system to the PROPERTY. ANNEXOR shall install at his sole cost and expense all the sanitary sewer lines and appurtenances within the PROPERTY. Sanitary sewer mains lying within the dedicated rights-of-way shall be dedicated to TOWN after construction and warranty.
- b. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. These documents will demonstrate how the collection lines will convey sewerage, inclusive of master planning all future development improvements to the Town's lines. Modelling will be necessary to include with the Preliminary Plat submittal that the proposed collection lines can convey sanitary sewerage within PROPERTY.

10. **STORMWATER.** ANNEXOR hereby acknowledges the TOWN policies, standards and specifications with respect to designing, engineering and installing stormwater management and water quality infrastructure to serve the PROPERTY. Subject to the limitations set forth in Section 4 above, ANNEXOR agrees to comply with TOWN ordinances and policies, standards and specifications, and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the PROPERTY. The TOWN and ANNEXOR agree that the dedication of the utility easement described herein is directly related to and generated by development on the PROPERTY and that no taking hereby will occur requiring any compensation. The developer shall demonstrate at the time of Preliminary Plat how stormwater will be managed, inclusive of master planning all future development.

- a. Subject to the limitations set forth in Section 4 above, ANNEXOR shall design, engineer, install and warranty at its sole cost and expense all the stormwater

drainage and water quality facilities and appurtenances necessary to provide stormwater management within the PROPERTY. Stormwater management shall not negatively impact surrounding properties. ANNEXOR shall install at its sole cost and expense all the stormwater and water quality systems and appurtenances within the PROPERTY.

- b. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of all on-site and off-site improvements. These documents will demonstrate how the stormwater management and water quality features will manage on-site improvements and negate off-site impacts. Design and engineering will be necessary to include with the Preliminary Plat submittal to illustrate where that the proposed stormwater and water quality system will outfall.

11. SOUTH BERTHOUD PARKWAY. ANNEXOR hereby acknowledges the TOWN policies, standards and specifications with respect to designing, engineering and installing off-site road improvements and safety facilities to South Berthoud Parkway. ANNEXOR shall improve South Berthoud Parkway to a Major Collector section as shown in the Berthoud Transportation Plan Map for approximately 1,500' along the frontage of Harvest Ridge South inclusive of widening to accommodate the Major Collector section with landscaping, curb and bike lanes with undergrounding and burying overhead utilities.

- a. ANNEXOR shall provide 80% Construction Documents and Drawings with the submittal of a Preliminary Plat in accordance with the Municipal Code inclusive of the Major Collector section of South Berthoud Parkway described in this Section 11.
- b. ANNEXOR shall contribute a proportionate share of the improvements needed for a signalized intersection at South Berthoud Parkway and West County Road 4E. Developer acknowledges that the exact description and estimated cost of such improvements, and the schedule for installing and completing such, will be subject to the traffic impact study and the Town's review of the Preliminary Plat and Final Plat applications. ANNEXOR and TOWN shall enter into a Development Agreement as a condition of Final Plat approval.

12. STATE HIGHWAY 287 ACCESS. ANNEXOR hereby acknowledges the existing access to the property from State Highway 287 shall be closed.

13. REGIONAL AND NEIGHBORHOOD TRAILS AND OPEN SPACE. ANNEXOR hereby acknowledges the TOWN policies, standards and specification, and master plans with respect to designing, engineering, and installing connections to regional trails and open spaces within the Town in adjacent developments. ANNEXOR hereby acknowledges the TOWN policies, standards and specification, and master plans with respect to designing, engineering, and installing connected trails and open space amenities

- a. ANNEXOR shall provide for connectivity within PROPERTY to the Town's trail network and the trail network in adjacent developments and along East Berthoud Parkway in accordance with the Berthoud Trails Master Plan and Design Standards.
- b. Regional and Neighborhood Open Space – ANNEXOR shall provide for connectivity between the Property and the Town and other regional and neighborhood parks and open space networks.

14. Developer shall underground all overhead utility lines in accordance with Section 30-2-108 of the Municipal Code.

15. **THREE MILE ANNEXATION PLAN.** The Town of Berthoud 2021 Comprehensive Plan encompasses the entire PROPERTY. The Berthoud Comprehensive Plan, along with accompanying maps, plats, charts and descriptive material, has been adopted as the master plan for the three-mile area surrounding the TOWN as required by C.R.S. § 31-12-105(1)I. This "Three Mile Annexation Plan" has been amended to the extent necessary to incorporate the above-described PROPERTY and to update the Plan by the ordinance annexing the PROPERTY, and complies with the requirements of C.R.S. § 31-12-105(1)(e).

16. **MISCELLANEOUS PROVISIONS.** Interpretation. Nothing 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.

- a. Severability. If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have agreed to the Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.
- b. Amendment to the Agreement. This Agreement may be amended, at any time, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this Agreement may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNE'OR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk & Recorder of Larimer County, Colorado, at ANNEXOR's expense.
- d. Indemnification. ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN 's officers, employees, agents, insurance pool, and contractors from and against all liability, claims and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with TOWN 's enforcement of this Agreement. ANNEXOR further agrees to investigate, handle, respond to and to provide defense for and defend against or, at the TOWN 's option, to pay the attorney's fees for defense counsel of the TOWN 's choice for any such liability, claims or demands.
- e. Termination. If the annexation of the PROPERTY is, for any reason, not completed, then this Agreement shall be null and void and of no force and effect whatsoever.
- f. No Right or Remedy of Disconnection. No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this Agreement, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at ANNEXOR'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.
- g. Annexation and Zoning Subject to Legislative Discretion. The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the Town of Berthoud. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the Town of Berthoud Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with state law, as may be appropriate.
- h. Legal Discretion in the Case of Challenge. The TOWN reserves the right not to defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, TOWN may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN 's legal

representatives in such a defense, at no cost to the TOWN.

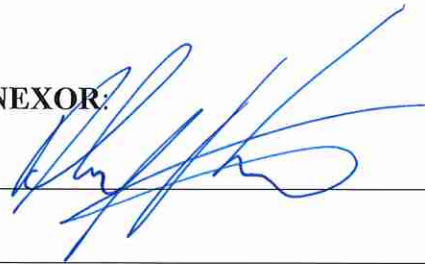
- i. Application of Town Policies. Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of TOWN ordinances, as amended, including public land dedications, provided however, that changes or amendment to the Municipal Code, after the date of this Agreement, shall in no way limit or impair TOWN 's obligation hereunder, except as specifically set forth in this Agreement.
- j. Amendments to Governing Ordinances, Resolutions and Policies. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, requirement or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, requirement or policy, and the parties agree that such amendments or revisions shall be binding upon ANNEXOR.
- k. Legal Fees. In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
- l. Reimbursement for Other Costs. The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY, including, but not limited to, consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.
- m. 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.
- n. Timely Submittal of Materials. ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and other provisions of this Agreement.
- o. Compliance with State Law. The ANNEXOR shall comply with all applicable State law and regulations.
- p. Recording of Agreement. This Agreement shall be recorded in the records of the County Clerk & Recorder, Larimer County, Colorado.
- q. Choice of Law. In all litigation arising out of the Agreement, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court, of Larimer County, Colorado.

- r. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein, there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

By this acknowledgement, the undersigned hereby certify that the above Agreement is complete and true and entered into of their own free will and volition.

(If the applicant is not the owner(s) of the subject property, the owner(s), mortgage and/or lienholder shall also sign the Agreement).

ANNEXOR:

 Date: 9-18-24

Date: _____

TOWN OF BERTHOUD, COLORADO

By _____
_____, Mayor

ATTEST:

_____, Town Administrator

**EXHIBIT A
LEGAL DESCRIPTION**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27,

TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

EXHIBIT B
WATER SHARES DEDICATION AGREEMENT

WATER SHARES DEDICATION AGREEMENT
(4.75 Shares of the Handy Ditch Company)

THIS WATER SHARES DEDICATION AGREEMENT (this “Agreement”) is made and entered into to be effective as of the _____ day of _____, 2024 or as soon thereafter as possible, by and between HT LAND PARTNERS, LLC, a Limited Liability Company of the State of Colorado (the “HT Land”), and the TOWN OF BERTHOUD, a Colorado municipal corporation (“Town”). HT Land and the Town are hereinafter referred to collectively as the “Parties”).

WHEREAS, the Parties previously entered into that certain Annexation Agreement, dated _____, 2024 (the “Annexation Agreement”), which Annexation Agreement requires the dedication of water rights provided herein; and

WHEREAS, HT Land desires to document the transfer of the Water Shares as described herein to the Town and the Town’s agreement to provide water service to HT Land as provided in the Annexation Agreement; and

WHEREAS, the Town is willing to accept HT Land’s dedication of the Water Shares and agrees to provide water service to HT Land as provided in the Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. WATER SHARES TO BE DEDICATED. HT Land hereby agrees to dedicate, assign, and transfer the following water shares to the Town as set forth herein:

4.75 Shares of the Handy Ditch Company, as identified by Certificate No. _____ as well as any and all carriage rights associated with the 4.75 Handy Ditch shares identified in Certificate No. _____ (collectively, the “Water Shares”).

Copies of the share certificate for the Water Shares are attached hereto in **Exhibit A**. The Water Shares shall be transferred to the Town prior to the pre-construction meeting for the first phase of any development of the Property, as such term is defined in the Annexation Agreement, pursuant to the Annexation Agreement by assignment of the share certificate in the form attached hereto as **Exhibit B**, which Assignment shall convey the Water Shares free and clear of all liens, encumbrances, and any assessments that may be due and owing as of the date of such assignment. HT Land shall also execute a Special Warranty Deed in the form attached hereto as **Exhibit C** prior to the pre-construction meeting for the first phase of any development of such Property, pursuant to the Annexation Agreement.

2. WATER SERVICE. In exchange for the dedication of the Water Shares, the Town agrees to utilize the Water Shares to provide water service to HT Land as provided in the Annexation Agreement. Pursuant to the Annexation Agreement, the water dedication credits obtained from the Water Shares may be used by HT Land to both satisfy the potable dedication requirements for the development or in a non-potable irrigation system for the Property. Additional water rights and/or water shares may be dedicated to the Town in accordance with the

Annexation Agreement by separate documents and actions.

3. TRANSFER; TRANSFER FEE. The Parties shall cooperate and provide any authorization or information necessary or required by the Handy Ditch Company to complete the transfer of the Water Shares under Certificate _____ from HT Land to the Town. HT Land shall be responsible for any and all transfer fees charged by the respective water company in order to transfer the Water Shares to the Town.

4. WATER USE. The Town shall have possession and use of the Water Shares commencing at the transfer thereof and shall thereafter be responsible for any and all costs associated with the Water Shares except those costs required by the Town's Development Code, Section 30-10-114 for Water Rights Fee. The Parties agree that the Water Shares and the water available thereunder may be combined by the Town with other water shares or water rights of the Town or other water providers in the Town's discretion in order to provide water service to HT Land as provided in the Annexation Agreement, provided the Town agrees it will provide water service to HT Land in comparable amount and of comparable quality as that associated with the Water Shares.

5. RIGHTS OF TOWN AND HT LAND. It is the intent of the Parties that the Water Shares and the water available thereunder will be utilized by the Town in order to provide water service to HT Land pursuant to the Annexation Agreement; without limiting any other rights of the Town regarding the rights received pursuant to this agreement, the Town agrees it shall provide water dedication credits to HT Land in accordance with the Annexation Agreement, as set forth in paragraph 6 below.

6. WATER CREDITS. Based on HT Land's dedication of the Water Shares, the Town will provide water dedication credits equal to 52.25 SFEs to HT Land ("Water Dedication Credits"). The Water Dedication Credits were calculated as follows: $([4.4 \text{ acre-feet per one Handy Ditch share}] \times [4.75 \text{ shares}] / [0.4 \text{ acre-feet per SFE requirement}]) = 52.25 \text{ SFEs}$. The Town will issue a Water Certificate, substantially in the form attached hereto as **Exhibit D**, to HT Land. HT Land's use of the Water Credits is subject to the terms of this Agreement, the Berthoud Municipal Code (as may be amended), the Town's rules, regulations, and policies, and the terms of the Water Certificate.

7. FAILURE OR REFUSAL TO PROVIDE SERVICE. In the event the Town ceases to utilize the Water Shares or an alternative water supply of other comparable water resources, and ceases to provide water service to HT Land as provided by the Annexation Agreement, the Parties expressly agree to work cooperatively regarding the provision of substitute water supply and/or return of the Water Shares transferred to the Town for provision of such service. In such circumstance, the Parties shall cooperate and provide any authorization or information necessary or required by the Handy Ditch Company to complete the transfer of the Water Shares from the Town back to HT Land if necessary and appropriate free and clear of all liens, encumbrances, and any assessments that may be due and owing.

8. DEFAULT. In the event one party fails to perform as required by this contract, the non-defaulting party may pursue any remedy provided by law. In the event of any proceeding to

enforce the terms, covenants, or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees. The Parties further expressly agree that should the Town fail to utilize the Water Shares or cease to provide water service to HT Land as provided by the Annexation Agreement, and the Town fails to transfer the Water Shares back to HT Land or provide for an alternative water resource and service, HT Land may seek specific performance against the Town to cause the Water Shares to be transferred to HT Land.

9. GOVERNMENTAL IMMUNITY ACT. Except for the agreement of the Parties that the Districts may seek specific performance against the Town to cause the Water Shares to be transferred back to HT Land as provided in the preceding paragraph, no term or condition of this Agreement shall be construed or interpreted as a waiver by the Town, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* or under any other law as applicable.

10. AMOUNT SUBJECT TO ANNUAL APPROPRIATION. To the extent this Agreement or any instrument issued in conjunction with payment obligations of this Agreement constitutes a multiple fiscal year debt or financial obligation of the Parties, it shall be subject to annual appropriation pursuant and in accordance with applicable state and local government law including but not limited to Article X, Section 20 of the Colorado Constitution, and thus any obligations of the Parties hereunder shall extend only to amounts currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

11. ASSIGNMENT. No party may assign this agreement or any of its rights or obligations under this Agreement without the prior written consent of the other parties. Any assignment or delegation without the prior written consent of the other parties shall be void and ineffectual.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed under the laws of the State of Colorado, and any proceedings shall take place in Larimer County, Colorado.

13. FACSIMILE SIGNATURES. All contracts and contract-related documents signed by facsimile signatures shall be considered legally binding.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. NO THIRD-PARTY BENEFICIARY RIGHTS. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

16. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

17. ENTIRE AGREEMENT, AMENDMENT. This Agreement contains the entire agreement between the Parties regarding the subject matter herein and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except in writing signed by both Parties.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed by all of the Parties will be deemed an original, but all of which when taken together will constitute one agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first set forth above.

HT LAND PARTNERS, LLC

By: _____
Name: _____
Its: _____

TOWN OF BERTHOUD:

By: _____
Name: _____
Its: _____

Approved as to form:

By: _____
Name: _____
Its: Town Attorney

**WATER SHARES DEDICATION AGREEMENT EXHIBIT A:
HANDY DITCH SHARE CERTIFICATE AND ANY AND ALL CARRIAGE RIGHTS
CERTIFICATE**

**WATER SHARES DEDICATION AGREEMENT EXHIBIT B
STOCK ASSIGNMENT**

**STOCK ASSIGNMENT
(4.75 Shares in the Handy Ditch Company)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency of which are hereby acknowledged, HT Land Partners, having an address of 701 Park Center Drive, Santa Ana, CA 92705 (“Assignor”), does hereby sell, transfer, assign, and convey to the Town of Berthoud, having an address of 807 Mountain Ave., Berthoud, CO 80513 (“Assignee”) all of Assignor’s right, title, and interest in four and three-quarters (4.75) shares of stock in the Handy Ditch Company, evidenced by Stock Certificate No. _____, free and clear of all liens, encumbrances, and past-due assessments.

Assignor hereby authorizes the secretary of the Handy Ditch Company to effectuate this Assignment and to transfer the subject shares on the books of the Handy Ditch Company.

This Assignment is executed by Assignor as of the _____ day of _____, 2024.

ASSIGNOR, HT Land Partners, LLC:

By:
Its:

STATE OF COLORADO)
)
 s
 s.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of HT Land Partners, LLC.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

**WATER SHARES DEDICATION AGREEMENT EXHIBIT C:
SPECIAL WARRANTY DEED**

SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 2024, between **HT Land Partners, LLC**, a Colorado corporation, having an address of 701 Park Center Drive, Santa Ana, CA 92705 (“Grantor”) and **TOWN OF BERTHOUD**, a Colorado municipal corporation, having an address of 807 Mountain Avenue, P.O. Box 1229, Berthoud, CO 80513 (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee, its successors and assigns forever, all the water rights situate, lying and being in the County of Weld and the County of Larimer, State of Colorado, described as follows (the “Water Rights”):

- (1) All water and water rights represented by the following shares of stock (collectively the “Shares”):

Four and Three-Quarters (4.75) shares of stock in the Handy Ditch Company, represented by Stock Certificate No. _____, dated _____; and

- (2) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title, or interests represented by the Shares.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Water Rights above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for the Grantor and the Grantor’s heirs, successors, and assigns, does covenant and agree that Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained Water Rights in the quiet and peaceable possession of the Grantee, and the Grantee’s successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth above.

GRANTOR:

By:
Its:
HT LAND PARTNERS, LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing SPECIAL WARRANTY DEED was acknowledged before me this _____
day of _____, 2024, by _____, as _____ of HT
Land Partners, LLC.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

SEAL

**WATER SHARES DEDICATION AGREEMENT EXHIBIT D:
CERTIFICATE OF RAW WATER DEDICATION BERTHOUD WATER
CERTIFICATE NO. 23-_____**

**CERTIFICATION OF RAW WATER DEDICATION
BERTHOUD WATER CERTIFICATE NO. 23-_____**

COMES NOW the **Town of Berthoud** on this ____ day of ____, 2024, and hereby certifies that **HT Land Partners, LLC, (“HT Land”)** has acquired 20.9 acre-feet, equivalent to 52.25 Single Family Equivalents (“SFEs”), of raw water dedication credits (“Raw Water Dedication Credits”) for dedication to properties within the Harvest West subdivision, located in the Town of Berthoud, Colorado (“Subject Property”).

The Raw Water Dedication Credits are subject to the Town of Berthoud Municipal Code as the Code may be amended at the time it is applicable; provided however, that the Town of Berthoud certifies by this Certificate that HT Land is being issued a credit of 20.9 acre-feet (52.25 SFEs) of raw water for development of the Subject Property, which shall not be revised based on any such future amendments. Said Raw Water Dedication Credits of 20.9 acre-feet or 52.25 SFEs may be partially or fully assigned for development of properties within the Town of Berthoud upon written notice to the Town of Berthoud in accordance with this Certificate and presentation of this original Certificate to the Town of Berthoud.

As HT Land dedicates the subject Raw Water Dedication Credits for development within the Town, the Town of Berthoud will not issue new certificates, but will debit any Raw Water Dedication Credits that have been used from this Certificate, thereby reducing the amount of Raw Water Dedication Credits available for future use under this Water Certificate No. 23-_____.

The Town of Berthoud Municipal Code prohibits HTLP and its successors or assigns from encumbering this Certificate in any manner, and the Town does not and will not recognize any encumbrances, including but not limited to liens, financing statements, rights of first refusal, or use of this Certificate as collateral.

[Signature on Next Page]

TOWN OF BERTHOUD

By: _____
Christopher Kirk
Town Administrator

DATE: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Christopher Kirk, Town Administrator, Town of Berthoud.

Witness my hand and official seal.

My Commission Expires: _____.

(SEAL)

Notary Public

EXHIBIT C
EASEMENT AGREEMENT

EASEMENT AGREEMENT
(per Resolution No. ###, Series 2024)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, _____, a _____ corporation, whose address is, _____, _____ 8 _____, (GRANTOR), hereby grants, bargains, sells and conveys to **THE TOWN OF BERTHOUD, COLORADO**, a Colorado statutory municipality, whose address is 807 Mountain Ave., Berthoud, Colorado 80513, (TOWN), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, access, repair, replace and/or remove certain buried or underground water, sanitary sewer, storm drainage, electric, gas and telecommunication improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in the Town of Berthoud, County of Larimer, state of Colorado, as more particularly described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by GRANTOR and is accepted by TOWN pursuant to the following terms and conditions:

TOWN, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

TOWN shall have the right to use the Premises for the construction, reconstruction, use, operation, repair, replacement and maintenance of the utility facilities. GRANTOR shall not construct or cause to be constructed any permanent structures, such as buildings, on the Easement.

GRANTOR shall not construct or cause to be constructed any improvements that restrict access to, or visibility or operation of the Improvement or the Premises. GRANTOR may construct sidewalks, parking spaces, trails, fences, driveways or parking aisles, landscaping and other surface improvements at the GRANTOR'S expense and to the TOWN'S specifications. If the TOWN determines in its sole discretion that it is necessary for the TOWN to disturb GRANTOR'S surface improvements in order to repair or maintain the Improvements, the TOWN'S responsibility shall be limited to the re-compaction of any excavation, replacement of surface gravel and general surface cleanup. GRANTOR shall be responsible for the repair or replacement of GRANTOR'S surface improvements.

TOWN shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, GRANTOR shall not take any action which would impair the lateral or subjacent support for the Improvements.

The TOWN shall have the right, subject to the GRANTOR'S prior approval, and upon reasonable notice, to use so much of the adjoining premises of the GRANTOR during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the

Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with GRANTOR'S use and enjoyment of such adjoining premises.

GRANTOR hereby conveys to the TOWN all rights of ingress and egress necessary for the specified use of the Easement hereby conveyed, and all rights and privileges incidental thereto, including the right to cut, trim and remove trees, brush, overhanging branches, shrubbery and other obstructions within the Premises that interfere with or threaten to endanger the operation, maintenance or repair of the Improvements.

GRANTOR for itself, its successors, and assigns, while reserving the right to use the Premises for all purposes not inconsistent with the rights herein granted to TOWN, hereby covenants that no structures shall be erected on the Premises and that the Premises shall not be used in any manner which will interfere with or damage the Improvements or interfere with the maintenance, repair and replacement of the Improvements.

GRANTOR warrants, covenants, grants, bargains and agrees to and with the TOWN that GRANTOR is well seized of the Premises and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record. GRANTOR further promises and agrees to warrant and forever defend the TOWN in the exercise of the TOWN'S rights hereunder against any defect in GRANTOR'S title to the Premises and GRANTOR'S right to make the grant herein described. GRANTOR specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against the TOWN in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure or other means.

This Agreement and the Easement hereby granted shall run with the land and shall be binding upon the GRANTOR and all GRANTOR'S assigns and successors in interest.

By signing below the undersigned certifies legal authority to bind the GRANTOR according to the terms of this Easement.

GRANTOR:

_____, _____, _____, _____

By: _____
_____, Owner

By: _____
_____, Owner

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing Agreement was acknowledged before me this _____ day of
_____, 202_, by _____ ,
_____ of _____.

Witness my hand and official seal.

My commission expires _____

Notary Public _____

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



HARVEST WEST ANNEXATION
TOTAL PERIMETER OF ANNEXED PARCEL - 4,933.95'
TOTAL CONTIGUOUS BOUNDARY REQUIRED (1/6) - 822.33'
CONTIGUOUS TO PRESENT TOWN BOUNDARY - 2421.06'

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 20000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH
00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE
THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 0°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 0°01'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

1. BEARINGS BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS SOUTH 00°20'18" EAST ACCORDING TO THE PLAT OF HARVEST RIDGE NORTH.
2. OLD REPUBLIC NATIONAL LIFE INSURANCE COMPANY ENDORSEMENT 25216694, DATED FEBRUARY 21, 2025 WAS RELIED UPON FOR RECORD DATA REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS ANNEXATION MAP.
3. THE TOTAL AREA OF PROPERTY ANNEXED IS 34.56 ACRES.
4. THIS MAP IS NOT A LAND SURVEY PLAT.
5. THE MINERAL RIGHTS ASSOCIATED WITH THE PROPERTY BEING ANNEXED ARE OWNED BY THE PROPERTY OWNER. THERE IS NO EVIDENCE AVAILABLE THAT MINERAL RIGHTS HAVE BEEN TRANSFERRED.
6. THE CURRENT ZONING OF THE ANNEXED PROPERTY IN UNINCORPORATED TOWNSHIP CO. #2, RURAL RESIDENTIAL, THE PROPOSED ZONING IN THE TOWN OF BERTHOUD IS SR, SUBURBAN RESIDENTIAL.
7. PROPERTY ADDRESS: NONE.

THERE ARE NO KNOWN OR ANTICIPATED MINING OPERATIONS ASSOCIATED WITH THE EXISTING SITE OR PROPOSED WITH THIS PROJECT. THERE ARE NO KNOWN COMMERCIALLY VIABLE MINERAL DEPOSITS ONSITE.

APPLICANT



THIS IS TO CERTIFY THAT THE ANNEXATION OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE TOWN OF BERTHOUD, PASSED AND ADOPTED ON THE _____ DAY OF _____, A.D., _____ AND THAT THE MAYOR OF THE TOWN OF BERTHOUD AS AUTHORIZED BY SAID ORDINANCE OF BEHALF OF THE TOWN HEREBY FOR ALL ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THE CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO THIS
_____ DAY OF _____, A.D., _____.

MAYOR

THE FOREGOING MAP IS APPROVED FOR FILING AND ACCEPTED BY THE TOWN OF BERTHOUD,
COLORADO, THIS _____ DAY OF _____ A.D., _____.

ATTEST:

TOWN CLERK

HT LAND PARTNERS LLC

ALEX HOIME, MANAGER FOR
HT LAND PARTNERS LLC

STATE OF COLORADO)
SS)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 20____.
BY ALEX HOME, MANAGER FOR HT LAND PARTNERS LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES

NOTARY PUBLIC

I, VLADI SKREJEV, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXTION MAP SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY IS CONTIGUOUS TO THE TOWN OF BERTHOUD, COLORADO. THE MAP WAS COMPILED USING EXISTING PLATS, DEEDS, AND LEGAL DESCRIPTIONS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATED THIS _____ DAY OF _____, 20____.

VLADI SKREJEV, PLS 38705

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO.

Harvest West Neighborhood Master Plan Narrative

General Description

The development proposed at Harvest West includes single-family detached (front loaded), single family detached (rear loaded), two-family Units, parks and open space/ trail connections. The site is currently zoned RR2 – Rural Residential Zoning in Larimer County and an application for Suburban Residential (SR) in the Town of Berthoud zoning has been submitted accompanying this Neighborhood Master Plan.

Land Use Area

The proposed subdivision is 34.61 acres. This project is consistent with the Land Use Map of the Comprehensive Plan 2021, which is designated as Suburban Residential (SR). The site is located to the west of Harvest North and South, which is located to the northwest corner of W County Rd 4E and Berthoud Parkway. For a detailed understanding of the proposed land use distribution within the subdivision, please refer to the following tables illustrating our conformance to Land Use and Lot Diversity associated with this development.

Table 1. Land Use Table

Use	Area	No. of Lots/Delineated Areas
Right-of-Way	7.58	1
Open Space	3.92	5
Park	0.94	1
Detention	1.59	2
Single Family Detached	15.14	63
Single Family Detached (Rear Loaded)	2.99	13
Two-Family	1.59	5 (Min.)
Easements	0.86	3

Table 2. Diversity Standards

Total Lots: 81

Use	Prop Lots	Min Allowed (%)	Provided (%)
Single Family Detached	63	80% (Max)	78%
Single Family Detached (Rear Loaded)	13	5%	16%
Two-Family	5	5%	6%

Integration with Surrounding Area and Existing Features

Harvest West is located directly to the west of Harvest North and South. There will be two proposed street connection points into Harvest West. One will be located at the northeast portion of the property at Art Drive. The other access point will be located at the southeast portion of the property at Swan Peter Dr. A street extension is proposed at the southwest corner of the property to provide future connection points as the property to the south is developed. There is currently a ditch maintenance access to the western side of the property coming off Highway 287. This maintenance access will be closed with the construction of Harvest West but future access will be provided through the project once completed.

The proposed subdivision will be integrated with the existing Harvest Ridge North and Harvest Ridge South Subdivisions to the east. The overall land use, density, and aesthetics are consistent with the existing and surrounding developments. The natural topography of the site, along with existing drainage patterns, will be preserved to enhance ecological stability and prevent adverse impacts on the surrounding environment. Trees and plant material on the State noxious weed list will be removed in accordance with best industry practices for the species.

As part of the improvements associated with Harvest West, there will be a necessity for frontage enhancements along the west side of Berthoud Parkway next to the east perimeter of the Harvest Ridge North and Harvest Ridge South subdivisions. The current configuration of the frontage will be widened on the west to comply with the established street, sidewalk, and trail standards, which are essential for promoting safety and accessibility.

To address these deficiencies, the west side of Berthoud Parkway, adjacent to Harvest Ridge North and Harvest Ridge South, will be reconstructed to meet the specifications of a Major Collector Street as outlined in Figure 3.11 of the 2021 Berthoud Comprehensive Plan. It is understood that similar improvements will be made to Trail at Creek View along the east side during that development. This redevelopment will enhance transportation options and connectivity for residents. A designated trail along the west side of South Berthoud Parkway has already been incorporated into the design framework of Harvest North and South, further promoting active transportation and recreational opportunities for community members. No adjustments to this trail are anticipated.

Traffic Access and Impact

Access will be provided via Art Dr. and Swan Peter Dr. which are served off South Berthoud Parkway. All internal roads will be low volume residential streets adhering to LCUASS (Larimer County Urban Area Street Standards) guidelines. A preliminary traffic impact study has been completed and included as part of this submittal.

The future traffic impact study will be provided with the preliminary plat process outlining impacts and potential requirements for improvements along Berthoud Parkway and W County Rd 4E.

Floodplain

Floodplain boundaries are outside of the project scope and are not shown on the Neighborhood Master Plan. Per FEMA floodmap 08069C1386H (01/15/2021) the area is Zone X Area of Minimal Flood Hazard.

Geologic Hazard Areas

Per the Colorado Geological Survey, there are no known or anticipated geologic hazards within the proposed project area.

Sanitary Sewer

The existing sanitary sewer system stubbed out from Art Dr. (Harvest North) was sized to accommodate flows from the entire project area. Consideration will be given to tie into the existing sanitary sewer system stubbed out from Swan Peter Dr. (Harvest South) as well. All of the sanitary flows will be directed to this existing system installed with Harvest Ridge North and Harvest Ridge South. Requirements from the Town of Berthoud will be used for sanitary system design. Downstream capacity of the existing 18" main that runs parallel to Dry Creek to the north has been confirmed to have capacity for this development as well as future upstream development in the Utility Study for Harvest Ridge North and South.

Water Supply

The proposed water infrastructure for the subdivision includes the installation of 8-inch water mains that will connect to the existing stub located at Swan Peter Drive within the Harvest South subdivision. Additionally, a proposed 12-inch water main will be installed along Art Drive, facilitating the completion of a closed-loop system with the future developments to the North and South. Requirements from the Town of Berthoud will be adhered to for water distribution design. This subdivision will require around 89 water taps based on current Unit count of 86 and 3 for irrigation. According to the Utility Study conducted for Harvest West, the proposed water system is projected to adequately meet the Town's criteria for capacity and reliability. This analysis has been considered for both current and future demands, ensuring that the water infrastructure will support the growth and sustainability of the subdivision and its residents.

Other Utilities

Xcel Energy has provided a will serve letter and will be providing gas service to this subdivision. Easements will be provided within lot frontages for the distribution main and service connections.

Hilltop Broadband and Comcast will be providing fiber-optic and communication service to this subdivision. An easement will be provided within lot frontages for distribution and service connections.

Poudre Valley Rural Electric Association (PVREA) has provided a will serve letter and will be providing electric service to this subdivision. An easement will be provided within lot frontages for distribution and service connections.

Non-Potable Irrigation System

The use of a non-potable irrigation system is currently being analyzed. The preliminary plat application will include a design for the non-potable system if this is to be pursued.

Irrigation Ditch

There is an irrigation ditch that traverses throughout the northern half of the property flowing from west to east. This ditch is referred to as the Sweck Lateral after an original homesteader of properties in the area that constructed the ditch, however, this ditch is maintained by downstream users. The portion of the ditch downstream of the Harvest West project has been undergrounded in a 15-inch pipe. Handy Ditch Company water is the raw water that flows through this ditch and is what has historically irrigated this property and the properties in the surrounding area. The portion of the lateral that is on the property is not governed by a ditch company. It currently serves three downstream properties including: Bill and Teri Johnson to the southeast of the Harvest West property; Bob Belz and Cheri Belz-Wilson to the east; and another eastern property that has been acquired by an HT Land Partners entity in December of 2024. The Paul Hicks farm, now Trails at Creekview Subdivision, was also fed by the ditch but we have been informed that property will no longer be receiving irrigation through the ditch. Prior to the irrigation ditch being undergrounded through Harvest South in 2022, HT Land Partners met with all the downstream users (Hicks, Johnson, Wilson, and Belz) of the ditch to ensure the pipe was of adequate size to pass their irrigation flows through. The Ditch will be piped from the west to the east and discharge into the control structure at the east end of the project where the flows are diverted south to Bill and Teri Johnson and east to the Belz-Wilson and HT Land Partners properties east of Berthoud Parkway. The Belz-Wilson property is currently unable to divert these flows to their property but accommodations will be made to allow in the future. If a non-potable irrigation system is feasible, the ditch will supply the project with the irrigation flows for continued irrigation of the property.

Drainage

Existing drainage patterns will be preserved in this development. The site's natural ridge follows the irrigation ditch, directing runoff north of the ditch toward the property's northern boundary. Runoff will be managed via curbs, gutters, and a storm drain system, leading to a proposed 0.46-acre stormwater pond, where flows will be detained and then released to Dry Creek to the north through the Legacy Park development. Similarly, runoff generated south of the ditch will flow toward the southern boundary and be managed by a storm drain system directing flows to an onsite stormwater pond, where they will be detained and released through the southeast stormwater system.

Compliance with Section 30-2-109

B.2

This section requires the provision of 1 acre of parkland for every 100 Lots. Harvest West is currently proposed to include 81 Lots, which corresponds to the requirement for approximately 0.81 acres of parkland. The development plans currently show 0.94 acres of parkland, exceeding the minimum requirement. The proposed park is categorized as a pocket park, designed for use by the immediate neighborhood. The development aims to incorporate various amenities from Lists A, B, D, and E.

From List A, the park will include essential features such as electricity, irrigation, and security lighting, along with trash receptacles, water service, bike racks, and landscaping.

From List B, the amenities being considered are two shelters with picnic tables, a 10,000 square foot natural area, and a 15,000 square foot play area.

From List D, the park currently includes a playground and a community structure, both of which will serve as valuable gathering spaces for residents.

From List E, the chosen elements are currently comprised of BBQ grills, benches, and a trailhead with parking capacity for a minimum of eight vehicles.

These components are currently proposed to be included in the proposed pocket park to ensure compliance with Section 30-2-109.B.2.

C.2

A buffer zone is required along the western boundary of Harvest West adjacent to U.S. Highway 287. The Neighborhood Master Plan designates a 30-foot perimeter buffer in this area, with all street and lot improvements positioned outside the buffer. Additional fencing and walls will be installed along Highway 287 to further enhance the buffer.

D.3-5

Projects must allocate ten percent of their total area to open space, amounting to 3.5 acres for this development. The Neighborhood Master Plan exceeds this requirement, proposing 3.92 acres of open space distributed throughout the site, excluding any existing easement areas.

To meet functional open space requirements per Section 30-2-109.D.5, the development includes the following:

- Greenway - more than 40-ft wide and exceeds the size of 1/3 acre while also utilizing an 8-foot trail
- Trailhead – parking has been included and a bench and garbage receptacle will also be included

Compliance with Section 30-2-116

81 total lots are proposed with this project. Lot diversity is achieved with the three housing types that are proposed with this subdivision. Single-family detached (front loaded), single-family detached (rear loaded), and two-family units are proposed. Single-family detached is defined by Berthoud's Municipal Code as, "a single-family dwelling which is not attached to any other dwelling or building by any means." Two-family dwellings is defined by Berthoud's Municipal Code as, "a building designed for occupancy by two families living independently of each other." The 63 single family detached (front loaded) units will make up 77.8% of the proposed dwelling units, which is less than 80% as required by code. The 13 single family detached (rear loaded) lots will make up 16% of the proposed lots. 5 two-family dwellings will make up 6.2% of the proposed lots, which is above the minimum 5% requirement. Multiple homebuilders will be utilized for the development and unique footprints along with diverse architectural elevation design will be utilized to meet the housing model diversity standards. See attached sample images. We anticipate the amount of each housing type may change but the requirements on diversity will be maintained.

Two-Family Dwellings

This section aims to clarify our proposed definition of a two-family dwelling in light of recent email discussions addressing confusion around the term. Specifically, there appears to be some overlap with definitions for single-family detached homes or single-family units with accessory dwelling units (ADUs).

A two-family dwelling can technically be considered a single-family attached unit; however, there will be no proposed lot line legally separating the two units. Both dwelling units will be conveyed under a single deed while maintaining distinct addresses and separate utility accounts. The square footage of the dwelling units will not be capped, except as limited by any applicable town restrictions on building coverage or impervious surface area for the single lot.

Compliance with Section 30-2-131

Five subdivision identity elements are required for Harvest West. The five elements that are proposed are trails, pocket park, artwork, fencing and walls, and usable open space. A description of how each of these elements are met is listed below.

Trails:

Eight-foot-wide crusher fines trail is proposed throughout the open spaces of the development providing meaningful pathways rather than linear sidewalk counting as one element.

Pocket Park:

A one-acre pocket park is proposed in the middle of the development counting as one element.

Artwork:

Artwork is proposed to be incorporated throughout the development counting as one element.

Fencing and Walls:

Over 500 linear feet of fencing will be provided throughout the subdivision along proposed property lines and will adhere to the Harvest Homeowner Association standard counting as one element.

Usable open space:

Usable open space is provided near the park area containing more than 10,000 square feet of turf area counting as one element.

Compliance with Town Comprehensive Plan

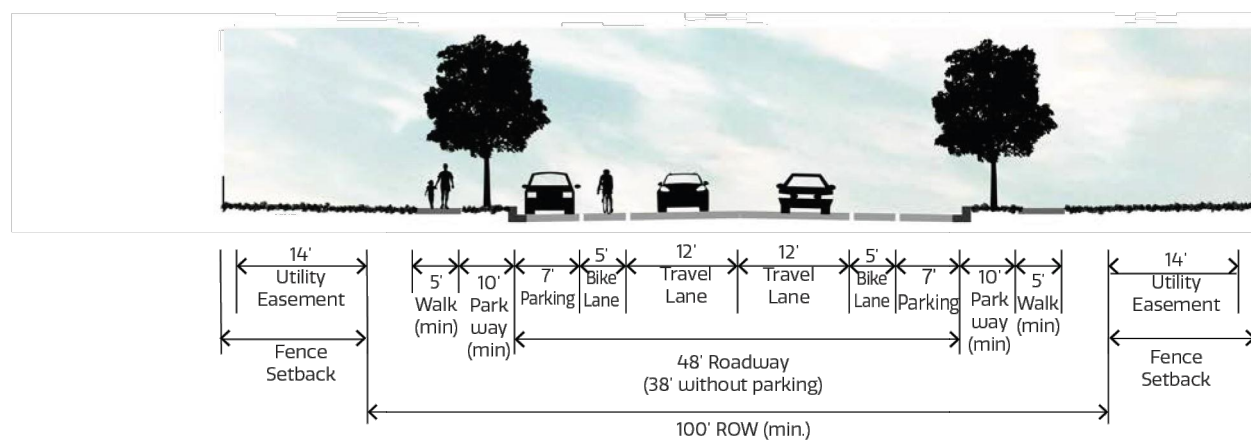
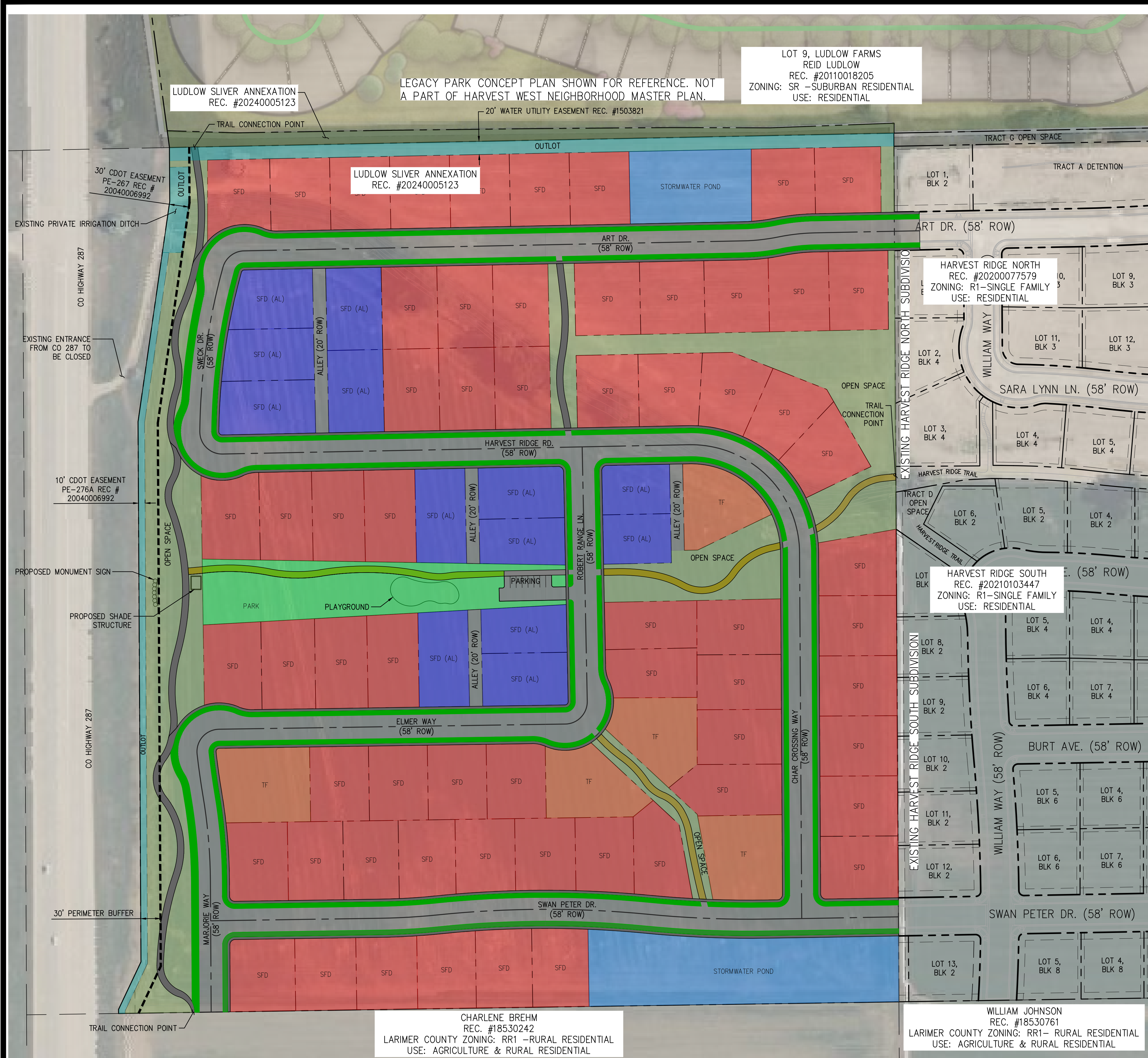
The 2021 Town of Berthoud Comprehensive Plan and Future Land Use Map designate the project site for suburban residential development, prioritizing single-family detached and attached housing at low to moderate densities. The proposed development aligns with these objectives, incorporating single-family detached homes (front loaded), single-family detached units (rear loaded), and two-family dwellings at a low-density scale.

Summary

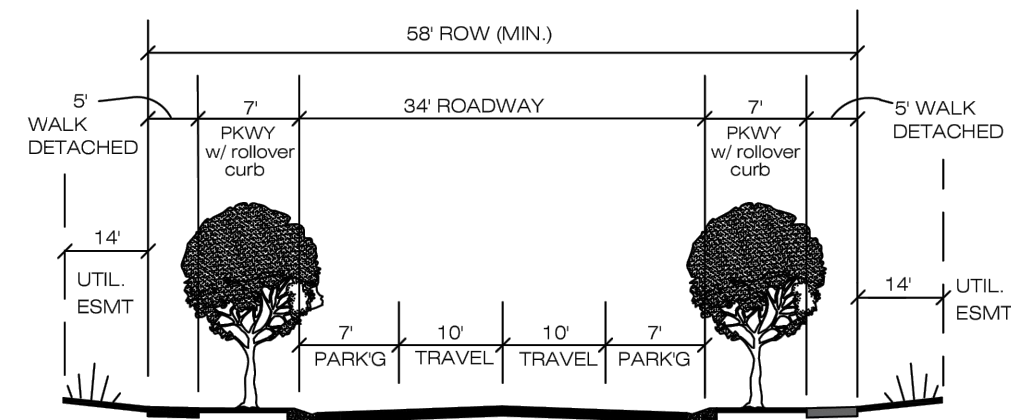
The Harvest West Neighborhood Master Plan outlines a thoughtfully designed, 34.61-acre residential community in Berthoud, Colorado, consistent with Suburban Residential zoning goals. The project integrates seamlessly with surrounding neighborhoods, offering a balanced mix of single-family detached (front loaded) homes, single-family detached (rear loaded) home, and two-family dwellings, along with 0.94 acres of parkland and 3.92 acres of open space.

Community access will be supported by Art Dr. and Swan Peter Dr., with planned road improvements along Berthoud Parkway to enhance connectivity and safety. Comprehensive utility infrastructure, including water, sewer, and stormwater systems, has been incorporated to meet current standards and anticipated future needs.

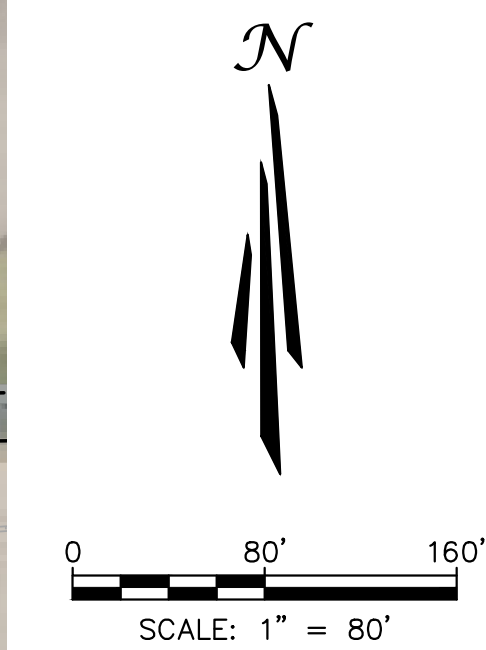
Amenities such as a pocket park with trails, shelters, and an open space are designed to support a cohesive community environment. With a proposed density of 2.48 units per acre, Harvest West aligns with the Town of Berthoud's focus on low- to moderate-density residential development, supporting both community growth and quality of life.



BERTHOUD PARKWAY CROSS SECTION

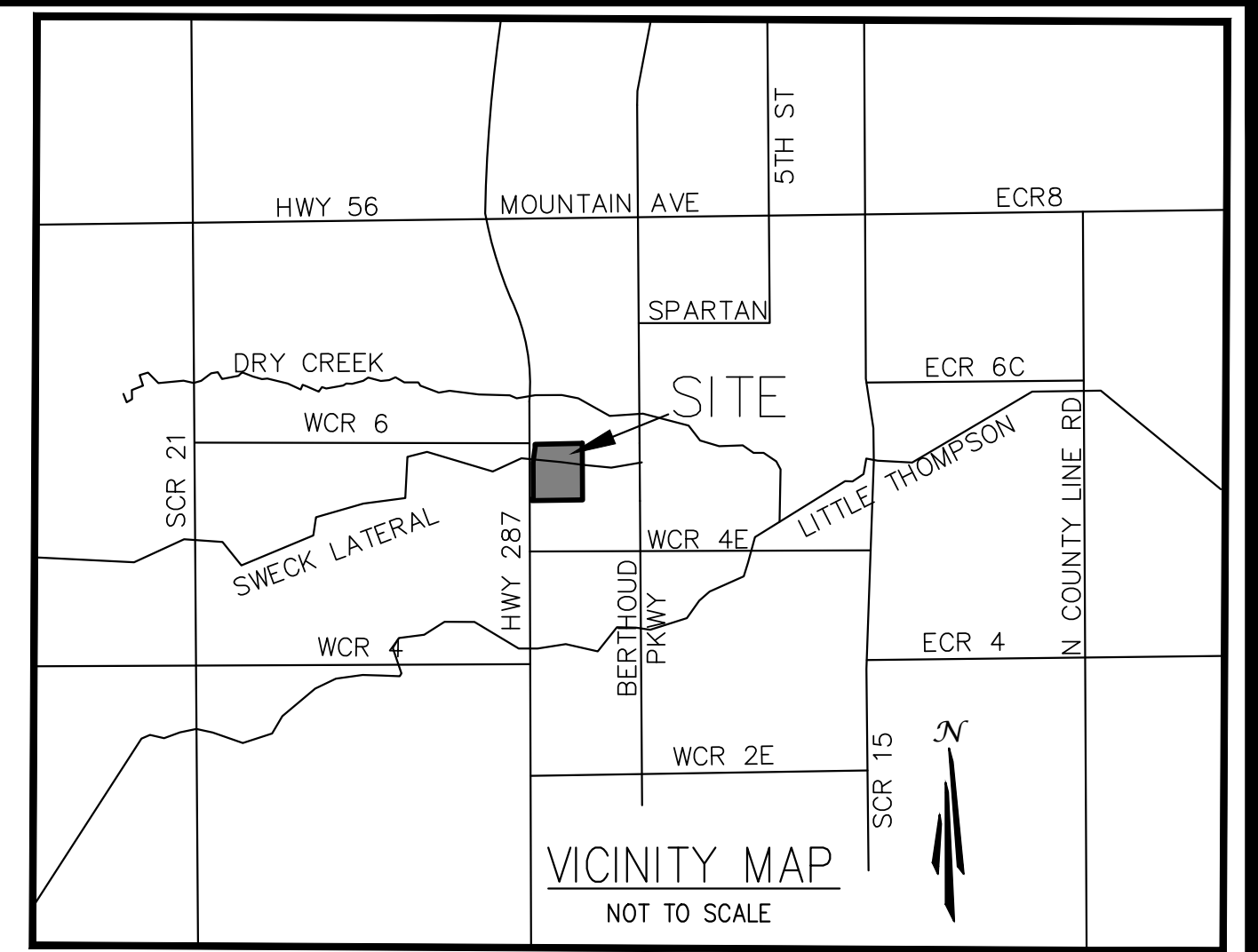


INTERNAL ROADWAY CROSS SECTION



ACREAGES TABLE:

PROPOSED ZONE SR:	34.61 ACRES
RESIDENTIAL LOTS:	19.72 ACRES
RIGHT-OF-WAY:	7.58 ACRES
PARK(S):	0.94 ACRES
OPEN SPACES:	3.92 ACRES
DETENTION:	1.59 ACRES
OUTLOT (EASEMENT):	0.86 ACRES



LAND USE TABLE:

PROJECT TOTAL AREA:	34.61 ACRES
PROPOSED NO. OF DWELLING UNITS:	86 UNITS
PROPOSED NO. LOTS	81 LOTS
PROPOSED DENSITY (GROSS):	2.48
PROPOSED DENSITY (NET):	4.35
SINGLE FAMILY DETACHED - 63:	78%
SINGLE FAMILY DETACHED (REAR LOADED) -13:	16%
TWO-FAMILY-5:	6%
PROPOSED ZONING:	SUBURBAN RESIDENTIAL -SR

ROW	RIGHT-OF-WAY:	7.58 ACRES
OPEN SPACE	OPEN SPACE:	3.92 ACRES (5)
PARK	PARK:	0.94 ACRES(1)
POND	DETENTION:	1.59 ACRES (2)
SFD	SINGLE FAMILY DETACHED:	15.14 ACRES (63)
SFD(AL)	SINGLE FAMILY DETACHED ALLEY:	2.99 ACRES (13)
TF	TWO FAMILY:	1.59 ACRES (5 MINIMUM)
OUTLOT	OUTLOT (EASEMENT):	0.86 ACRES (3)

PROJECT SUMMARY:

HARVEST WEST IS A PROPOSED SUBDIVISION WITH 81 RESIDENTIAL LOTS CONSISTING OF SINGLE FAMILY DETACHED, SINGLE FAMILY DETACHED ALLEY LOADED AND TWO FAMILY. THE INTENTION OF THE NEIGHBORHOOD WILL BE TO CONTINUE EXPANSION OF THE EXISTING HARVEST NORTH AND SOUTH SUBDIVISIONS WHILE PROVIDING DIVERSE HOUSING OPTIONS THAT CONTRIBUTE TO BERTHOUD'S SMALL TOWN CHARM AND CHARACTER. THE PROPOSED DEVELOPMENT WILL INCLUDE ANNEXATION INTO THE TOWN OF BERTHOUD, REZONING, CONSTRUCTION OF STREETS, LANDSCAPING, UTILITY INFRASTRUCTURE, OPEN SPACES, DETENTION PONDS, PARKS, AND TRAILS.

COMPLIANCE WITH STANDARDS:

DIVERSITY STANDARDS (81 TOTAL LOTS)

SINGLE FAMILY DETACHED: 63 LOTS (77.8% OF LOTS) 80% MAXIMUM

SINGLE FAMILY DETACHED ALLEY: 13 LOTS (16.0% OF LOTS) 5% MINIMUM

TWO FAMILY: 5 LOTS MINIMUM
(6.2% OF LOTS) 5% MINIMUM

PARKLAND STANDARDS

PARKLAND (0.1 ACRES PER LOT)
0.81 ACRES OF PARKLAND REQUIRED
0.94 ACRES OF PARKLAND PROVIDED

OPEN SPACE
OPEN SPACE REQUIRED (10% OF TOTAL AREA)
3.5 ACRES OF SPACE REQUIRED
3.92 ACRES OF OPEN SPACE PROVIDED

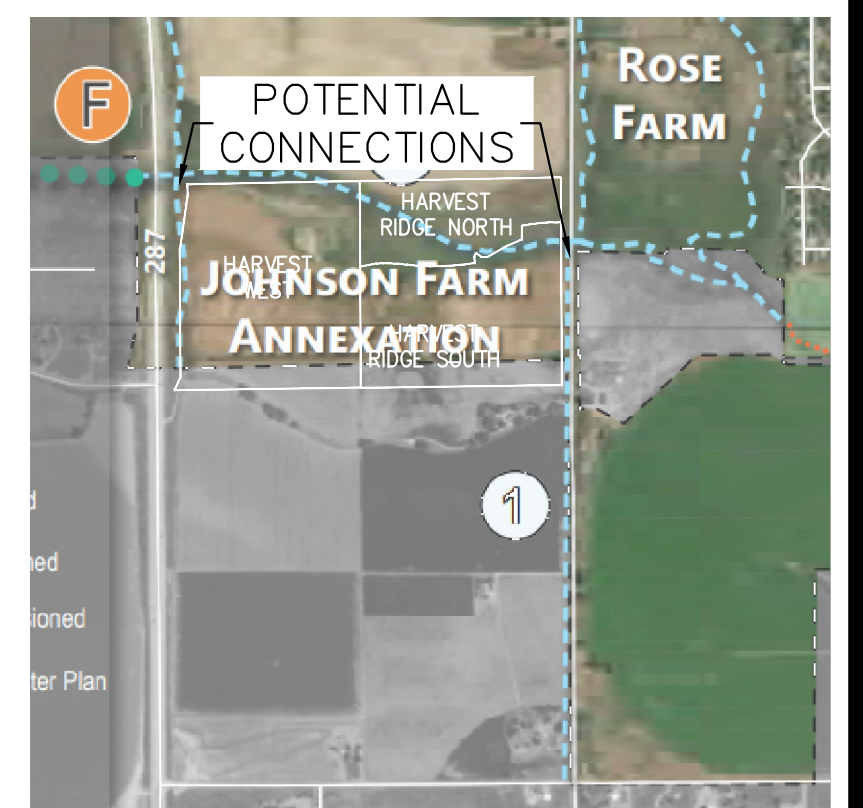
PEDESTRIAN ACCESS:

	SOFT SURFACE TRAIL	1,233 LF
	CONCRETE SIDEWALK/TRAIL	11,437 LF

PEDESTRIAN ACCESS WILL BE ACCOUNTED FOR WITH OVER 12,000 LF OF PROPOSED SIDEWALK, TRAILS, AND ADA COMPLIANT CROSSWALKS. CONNECTIONS TO REGIONAL TRAIL SYSTEMS AS SHOWN IN THE EXHIBIT AND PEDESTRIAN CONNECTIVITY TO THE PROPOSED LUDLOW FARMS SUBDIVISION TO THE NORTH ARE BEING EVALUATED.

SITE LEGEND:

 EXISTING RIGHT-OF-WAY
 EXISTING PROPERTY LINE
 EXISTING EASEMENT
 EXISTING TOWNSHIP SECTION
 PROPOSED RIGHT-OF-WAY
 PROPOSED PROPERTY LINE
 PROPOSED ROAD CENTERLINE
 TREELAWN W/ ROLLOVER CURB



LAND USE AND CONNECTIVITY

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

DATE: 01/23/2023
CHECKED: AH
DATE: 03/13/2025
REVISION #:
DATE:
JOB NO: CO1358B

3/13/2025 NEIGHBORHOOD MASTER PLAN

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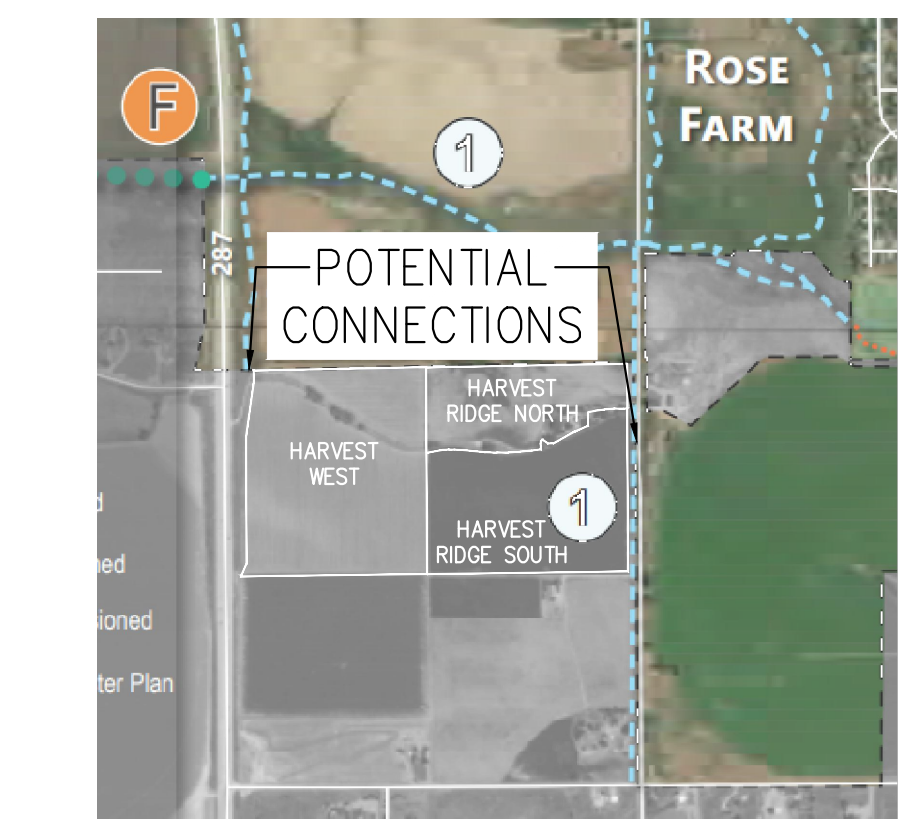
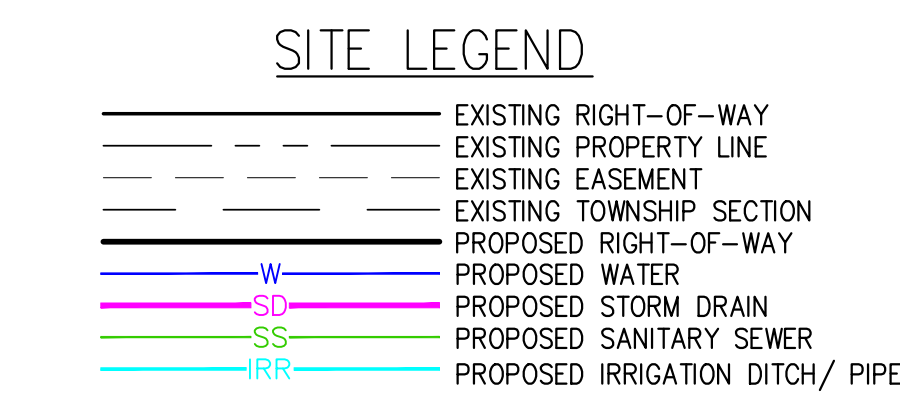
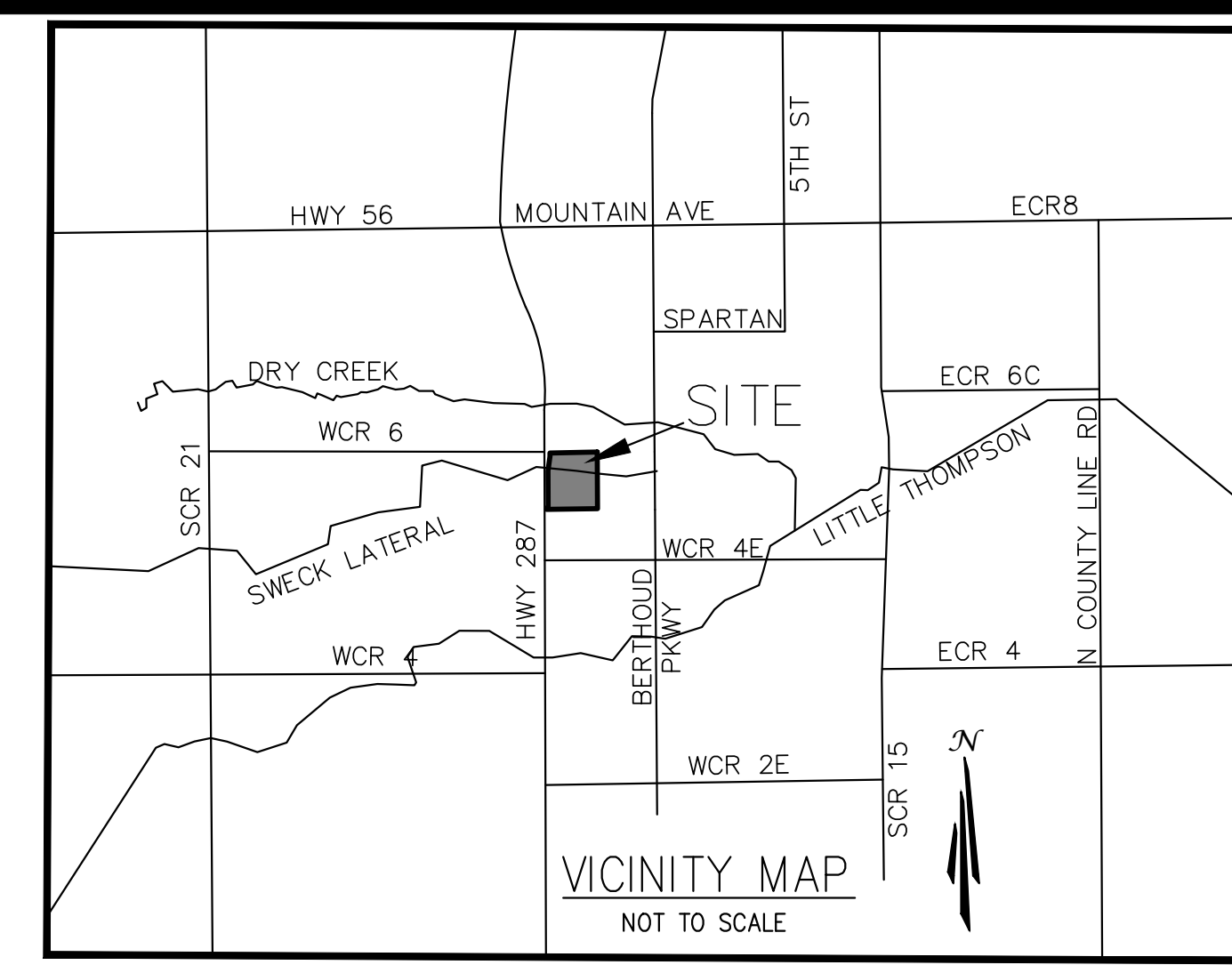
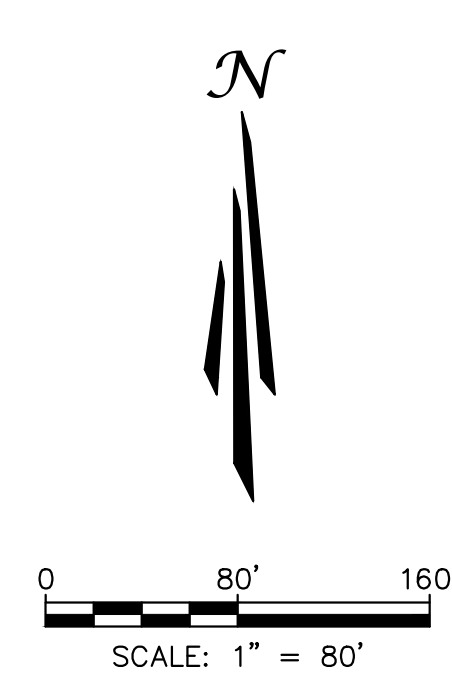
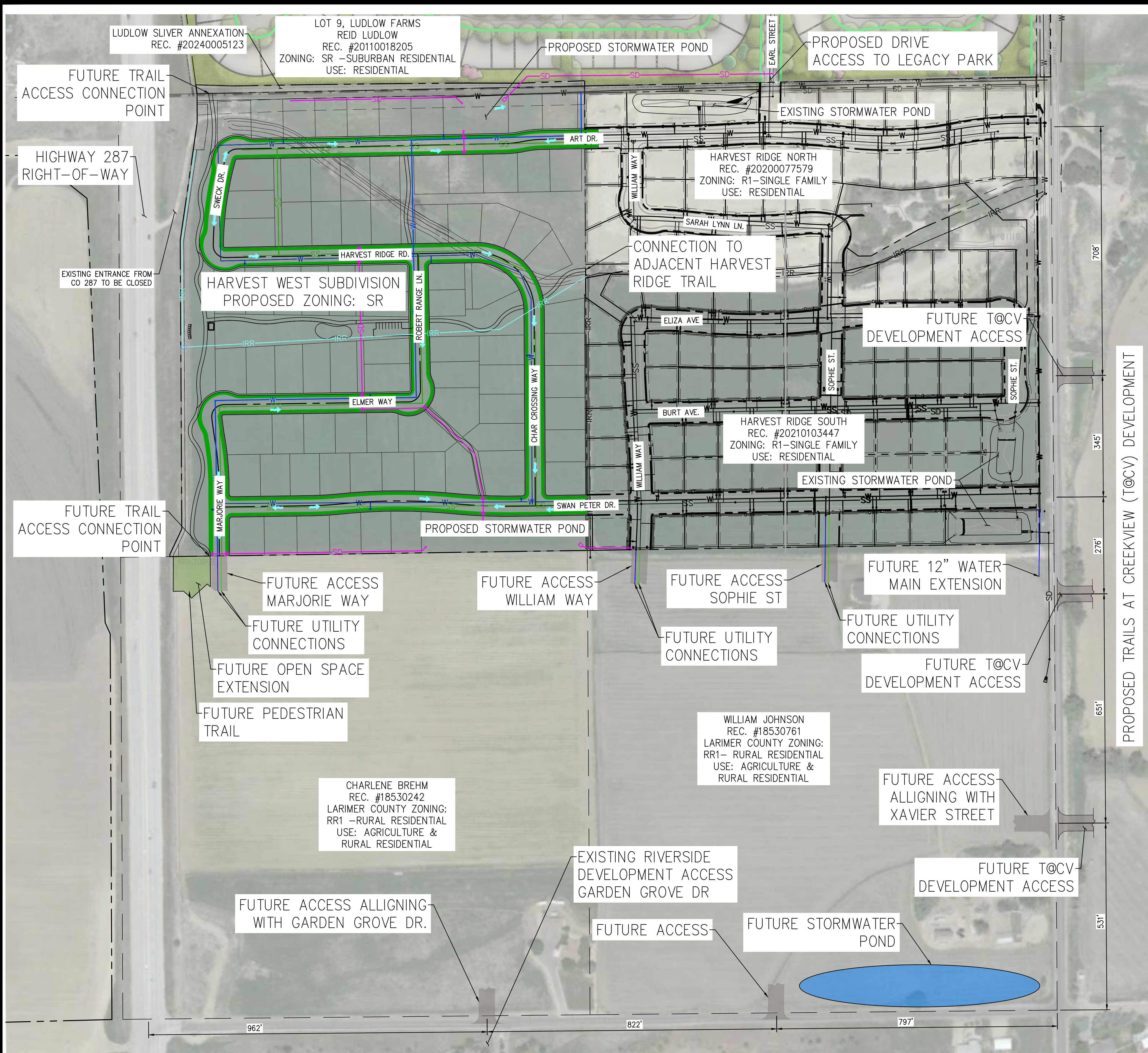
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HARVEST



GROWING
COMMUNITY

Mar 13, 2025 - 12:16pm by ggdespy K:\Drawings\CO\co13580 - 721 scr 17, berthoud, co\ENG\Conceptual Plans\WEST\CO13588_NMP-Master Plan.dwg



INTEGRATION WITH SURROUNDING AREA AND EXISTING FEATURES:
THE PROPOSED SUBDIVISION WILL BE INTEGRATED WITH THE EXISTING HARVEST NORTH AND SOUTH SUBDIVISIONS TO THE EAST. THE OVERALL LAND USE, DENSITY, AND AESTHETIC ARE CONSISTENT WITH THE EXISTING DEVELOPMENTS AND ANTICIPATED FUTURE SUBDIVISIONS TO THE SOUTH. EXISTING FEATURES AND SITE CHARACTERISTICS WILL BE PROTECTED. THE EXISTING RIDGE ALONG THE IRRIGATION DITCH WILL BE MAINTAINED AS A NATURAL RIDGE FOR DRAINAGE AND EXISTING SITE TOPOGRAPHY/DRAINAGE WILL BE MAINTAINED. TREES THAT ARE IN GOOD HEALTH AND CONDITION WILL BE PROTECTED.



REVISIONS	
NO.	DESCRIPTION
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DATE	BY

320 North Lincoln Avenue
Loveland, CO 80537
p: 970.613.1447
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SURROUNDING MASTER PLAN

HARVEST WEST NEIGHBORHOOD MASTER PLAN

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

HT LAND PARTNERS

DRAWN: CG	CHECKED: AH	DATE: 01/29/2023
DATE: 03/13/2025 <td>REVISION: #<td>DATE:</td></td>	REVISION: # <td>DATE:</td>	DATE:
JOB NO: CO13588		

3/13/2025 NEIGHBORHOOD MASTER PLAN

Harvest West

West of Berthoud Parkway (LCR 17) & Art Drive, Berthoud, CO

Preliminary Traffic Impact Study

KE Job #2023-018

Prepared for:

HT Land Partners, LLC
6163 East County Road 16
Loveland, CO 80537

Prepared by:



KELLAR ENGINEERING

www.kellarengineering.com

970.219.1602 phone



January 9, 2025

Sean K. Kellar, PE, PTOE

This document, together with the concepts and recommendations presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization from Kellar Engineering LLC shall be without liability to Kellar Engineering LLC.

1.0 Introduction

This Preliminary Traffic Impact Study (TIS) is for the proposed Harvest West project located west of Berthoud Parkway and Swan Peter Drive in Berthoud, CO. The purpose of this study is to identify project traffic generation characteristics, to identify potential traffic related impacts on the adjacent street system, and to develop mitigation measures required for identified traffic impacts.

2.0 Existing Conditions and Roadway Network

Berthoud Parkway (LCR 17) is an existing north/south 2-lane major collector roadway with a posted speed of 40 mph adjacent to Swan Peter Drive and Art Drive.

3.0 Proposed Development

The Harvest West project is a proposed subdivision located west of Berthoud Parkway and Art Drive containing a total of 86 dwelling units consisting of single-family detached homes, single-family detached alley homes, and two family dwellings (81 residential lots, five of which are two family dwelling units for a total of 86 dwelling units). The intention of the neighborhood will be to continue expansion of the existing Harvest North and South subdivisions while providing diverse housing options that contribute to Berthoud's small town charm and character. The proposed development will include annexation into the Town of Berthoud, rezoning, and construction of streets and infrastructure required to meet the Town of Berthoud and the Larimer County Urban Area Street Standards (LCUASS). Site access will be provided via Art Drive and Swan Peter Drive which are served off of S. Berthoud Parkway.

4.0 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the Trip Generation Report published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide

studies of similar land uses. For this study, KE used the ITE 11th Edition Trip Generation Report average trip rates. The proposed project is anticipated to generate approximately 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips. Table 1 summarizes the estimated trip generation for the proposed development.

Figure 1: Vicinity Map

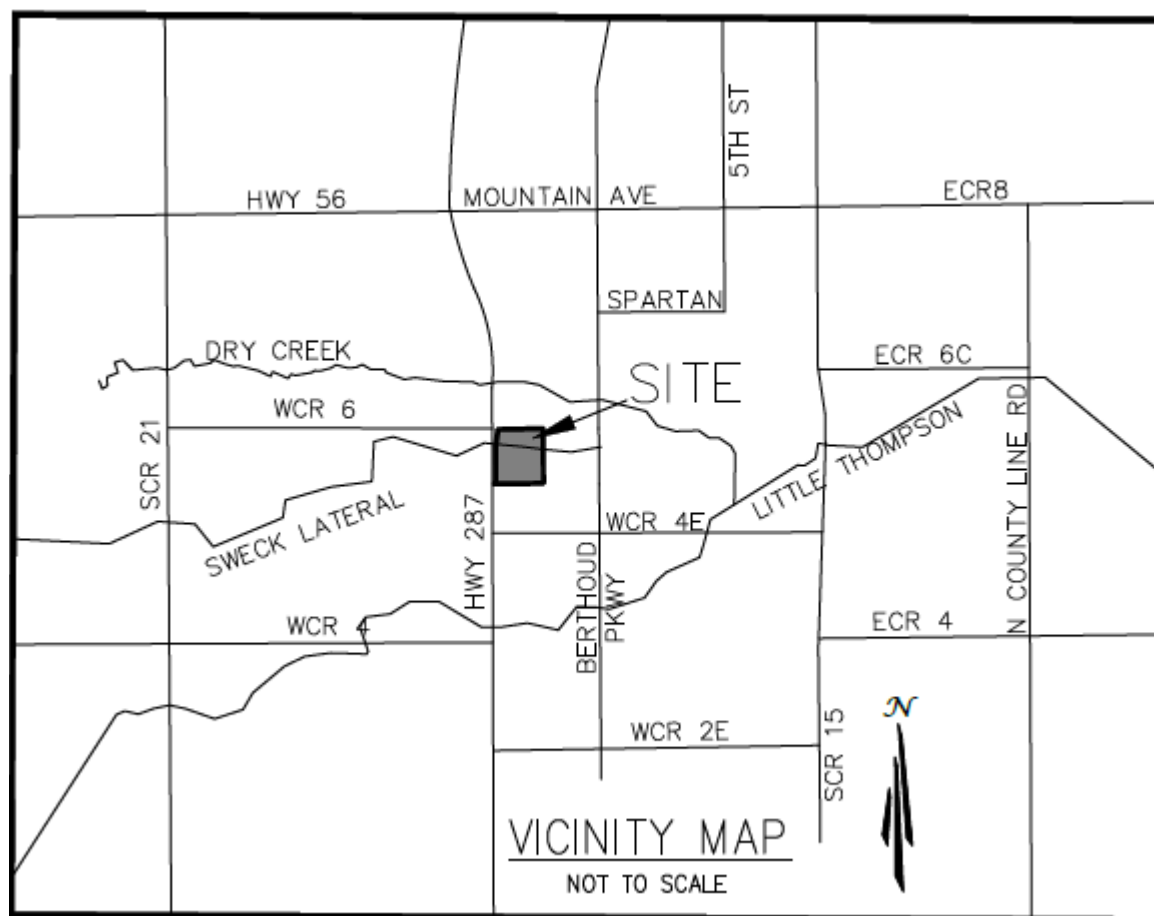


Figure 2: Aerial Image



Figure 3: Site Plan (For reference only. See Civil Drawings for more information)

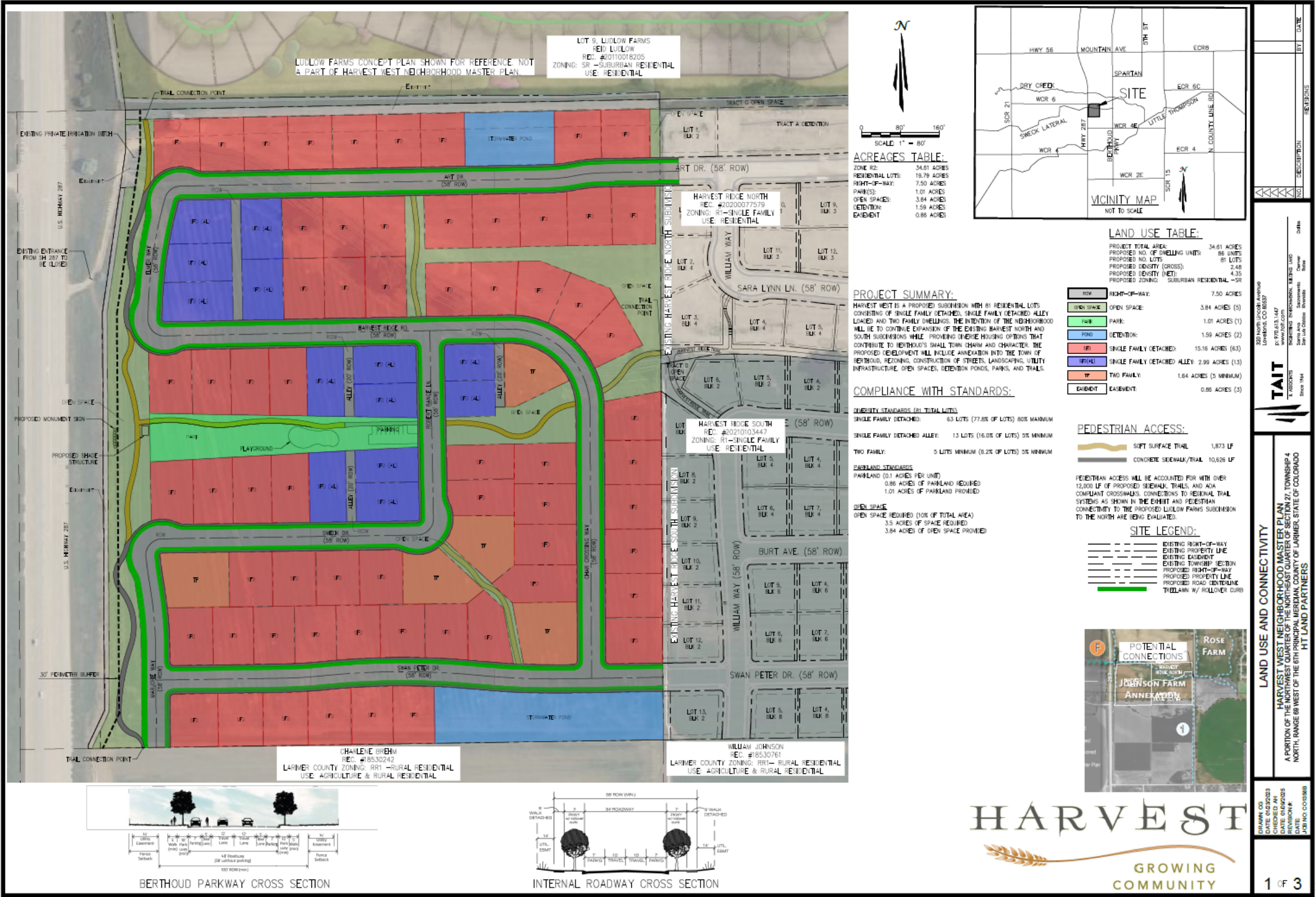


Table 1: Trip Generation (ITE Trip Generation, 11th Edition)

ITE Code	Project	Land Use	Size	Average Daily Trips		AM Peak Hour Trips						PM Peak Hour Trips					
				Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total
210	Harvest West	Single Family	86 DU	9.43	811	0.70	25%	15	75%	45	60	0.94	63%	51	37%	30	81
Total			86 DU		811			15		45	60			51		30	81

DU = Dwelling Units

5.0 Vehicle Access and Pedestrian Access

Vehicle access will be provided via Art Drive and Swan Peter Drive which are served off of S. Berthoud Parkway. All internal streets will be low volume residential local streets adhering to the Larimer County Urban Area Street Standards (LCUASS) criteria. Pedestrian access will be provided for with over 12,000 LF of proposed sidewalk, trails, and ADA compliant crosswalks. Connections to the regional trail systems are shown in the below exhibit.



5.1 Auxiliary Lane Requirements

Per LCUASS Section 8.2.5, exclusive left-turn lanes may be required at approaches to unsignalized intersections for which the combination of through, left, and opposing volumes exceeds warrants shown in Figure 8-1. Considering year 2040 PM peak hour (highest peak hour) full development future traffic conditions, along with long range background traffic, per LCUASS Figure 8-1, an exclusive northbound left-turn lane is projected to be triggered at the Berthoud Parkway (CR 17)/Swan Peter Drive intersection in the future. See Figure 8-1 in the Appendix. It is recommended that northbound left-turn lanes be provided in S. Berthoud Parkway at both Swan Peter Drive and Art Drive. Northbound left-turn deceleration lanes (180' taper + 200' full width) have already been constructed in S. Berthoud Parkway at Art Drive and

Swan Peter Drive. These left-turn lanes are sufficient to accommodate the project's traffic and the projected year 2040 long range total traffic.

Figure 4: Trip Distribution

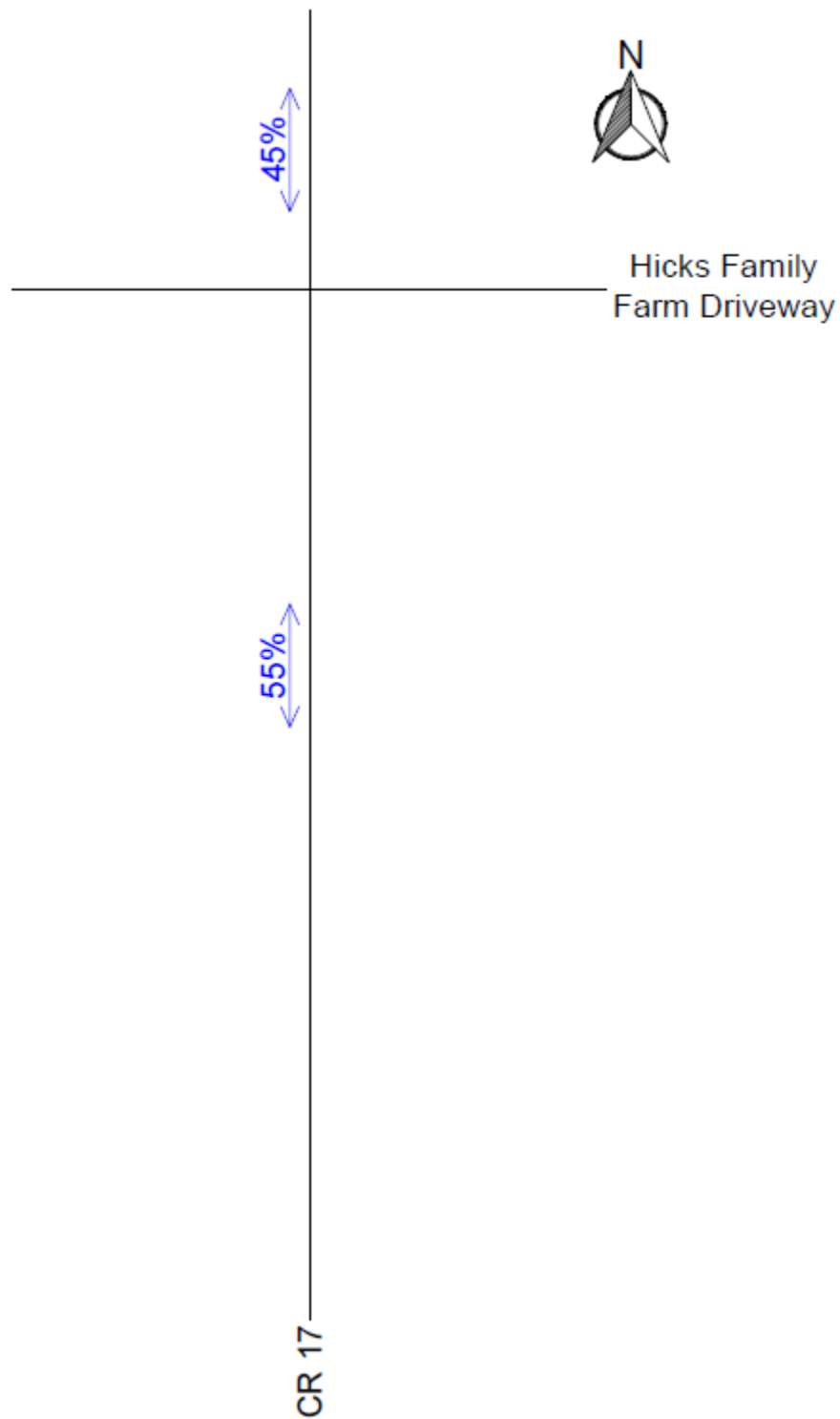
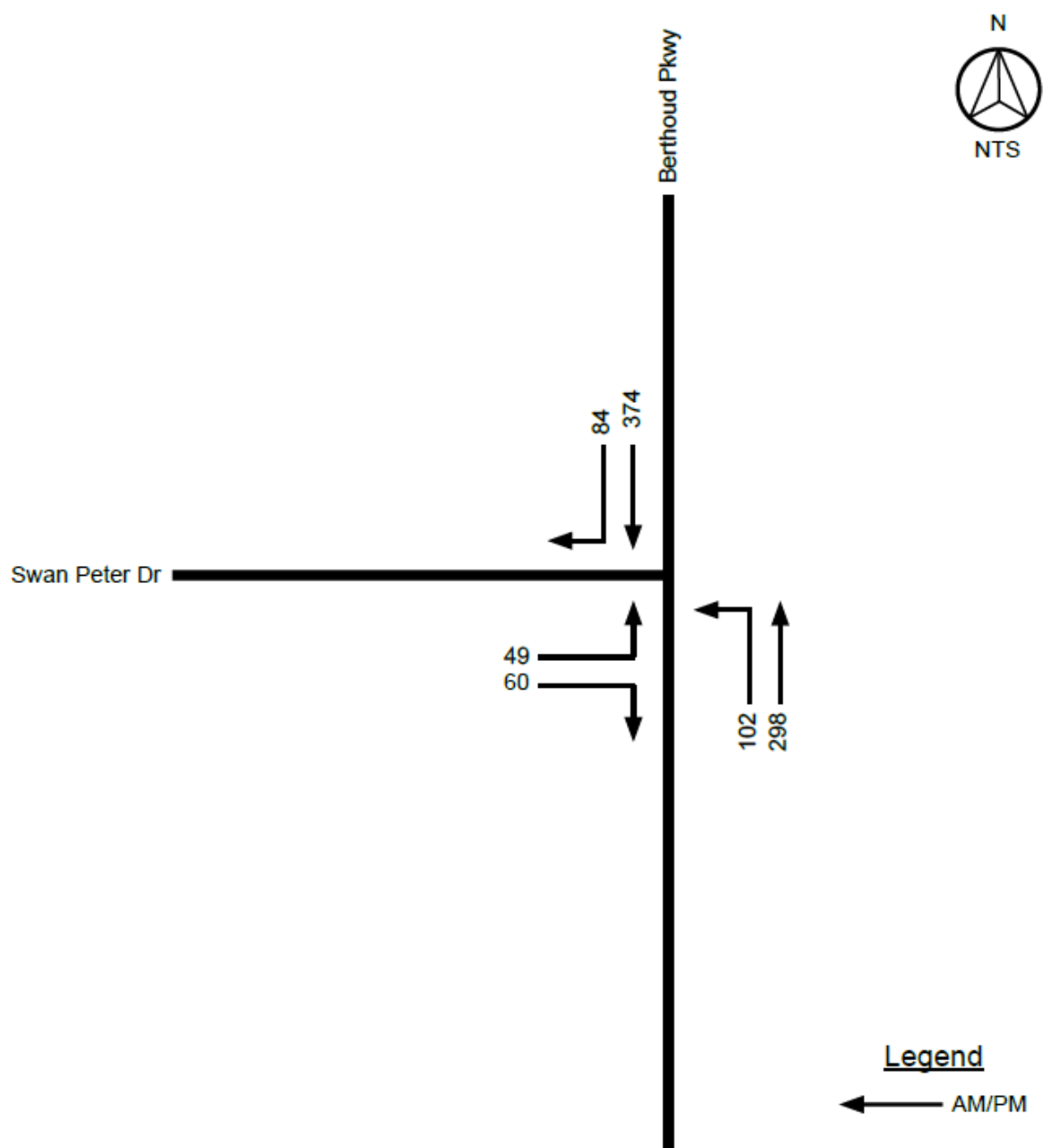


Figure 5: 2040 Long Range Total PM Peak



6.0 Conclusions

This Preliminary Traffic Impact Study for the proposed Harvest West project verifies that the project is appropriate in size and scale from a traffic engineering perspective. The proposed project will be able to meet the Town of Berthoud's requirements for traffic (LCUASS requirements) at the time of development.

The findings of the TIS are summarized below:

- The proposed project is anticipated to generate approximately 811 daily weekday trips, 60 AM peak hour trips, and 81 PM peak hour trips.
- The project's primary vehicle access is from two full-movement intersections to S. Berthoud Parkway (Art Drive and Swan Peter Drive). The proposed access locations are appropriate from a traffic engineering perspective.
- Northbound left-turn deceleration lanes (180' taper + 200' full width) have already been constructed in S. Berthoud Parkway (LCR 17) at both full movements intersections (Art Drive and Swan Peter Drive). These left-turn deceleration lanes are adequate to accommodate the proposed project's traffic. It is projected that these existing left-turn lanes would be sufficient to accommodate over 200 single-family dwelling units of future development in addition to the proposed project. It is anticipated that additional future development will occur from the future roadway extensions of William Way and Majorie Way. *See Harvest Ridge TIS dated 6-7-2022 by Kellar Engineering LLC.* While not recommended by KE, it is also understood that the Trails at Creekview project may reduce the left-turn lane length in S. Berthoud Parkway at Swan Peter Drive. *See Trails at Creekview "Memorandum" dated 4/2/2021 by Rollins Consult LLC.*
- Southbound right-turn deceleration lanes are not projected to be warranted in S. Berthoud Parkway at Art Drive and Swan Peter Drive.
- Traffic signal warrants are not anticipated to be warranted in in S. Berthoud Parkway at Art Drive and Swan Peter Drive.
- The existing and planned roadway improvements are adequate to accommodate the proposed project's traffic.

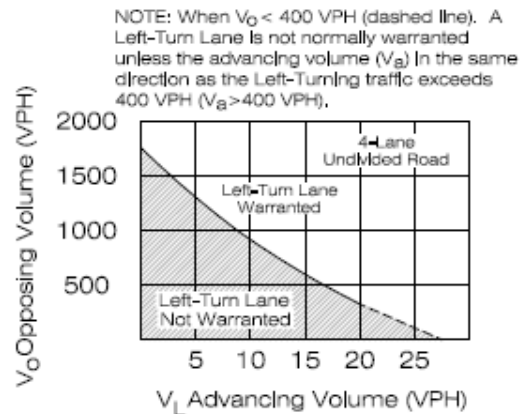
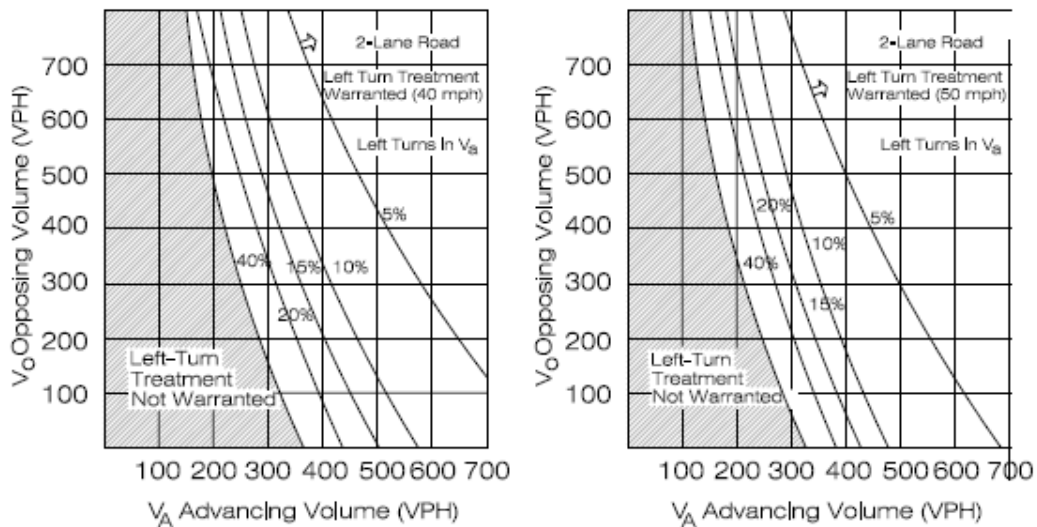
APPENDICES:

Aerial Image (Google Earth)



Berthoud Parkway (LCR 17) Google Street View





Notes: 1. Left turn lanes are required at all intersections and all-movement accesses on arterial roadways except where roundabouts are provided.

VOLUME WARRANTS FOR LEFT TURN LANES AT UNSIGNALIZED INTER.

LARIMER COUNTY
URBAN AREA
STREET STANDARDS

DESIGN
FIGURE

REVISION NO:

DATE: 12/14/00

FIGURE

8-1

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

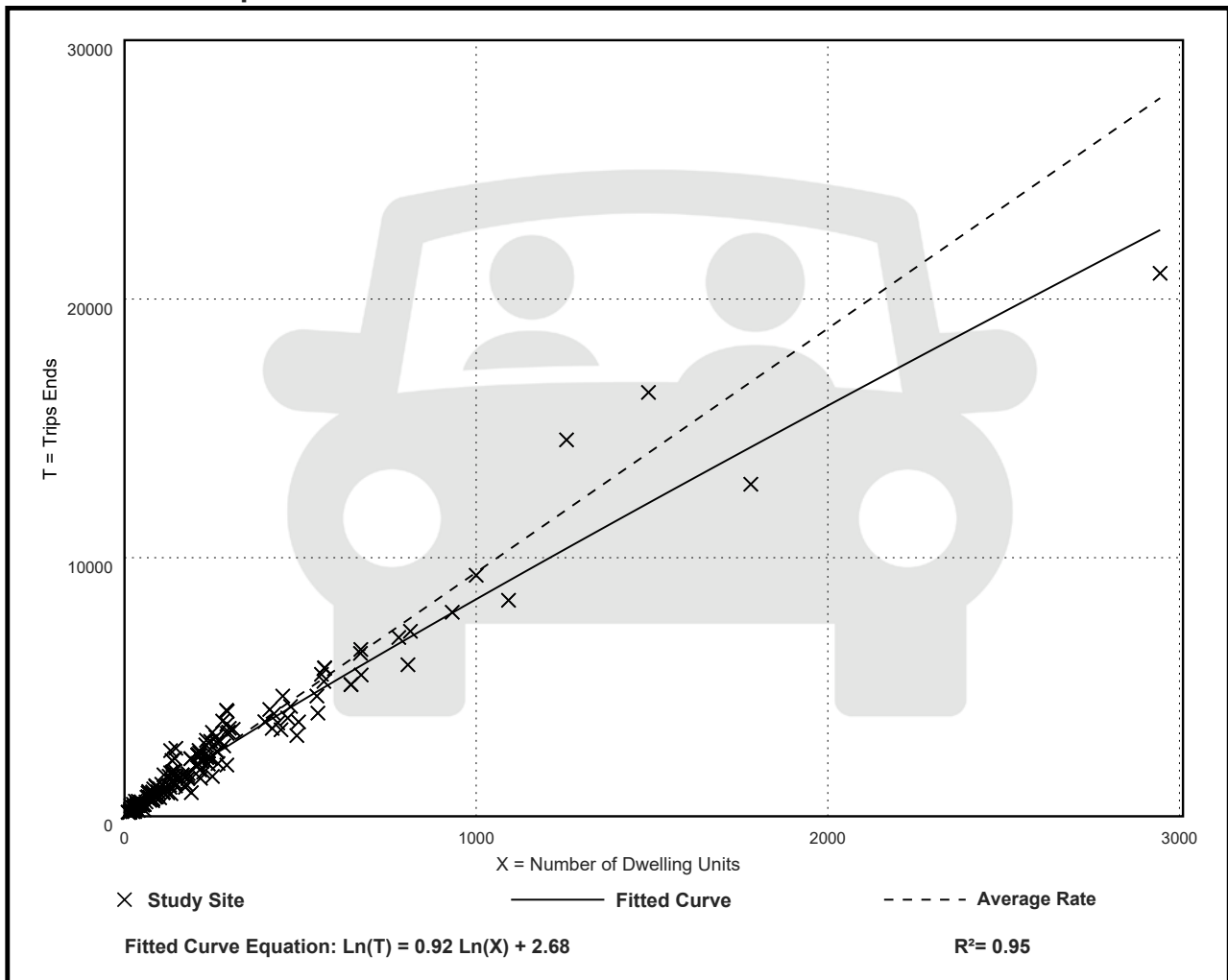
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

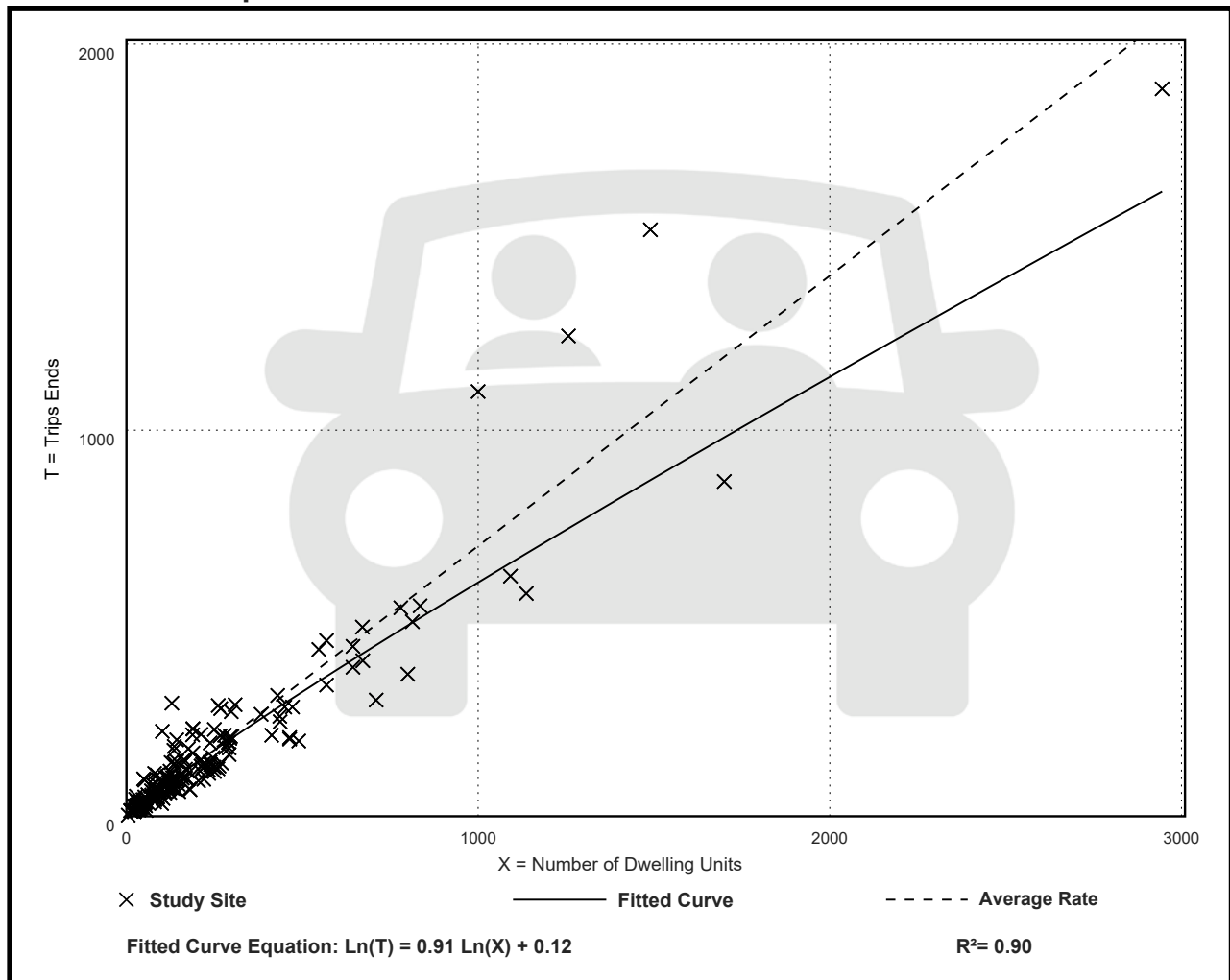
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

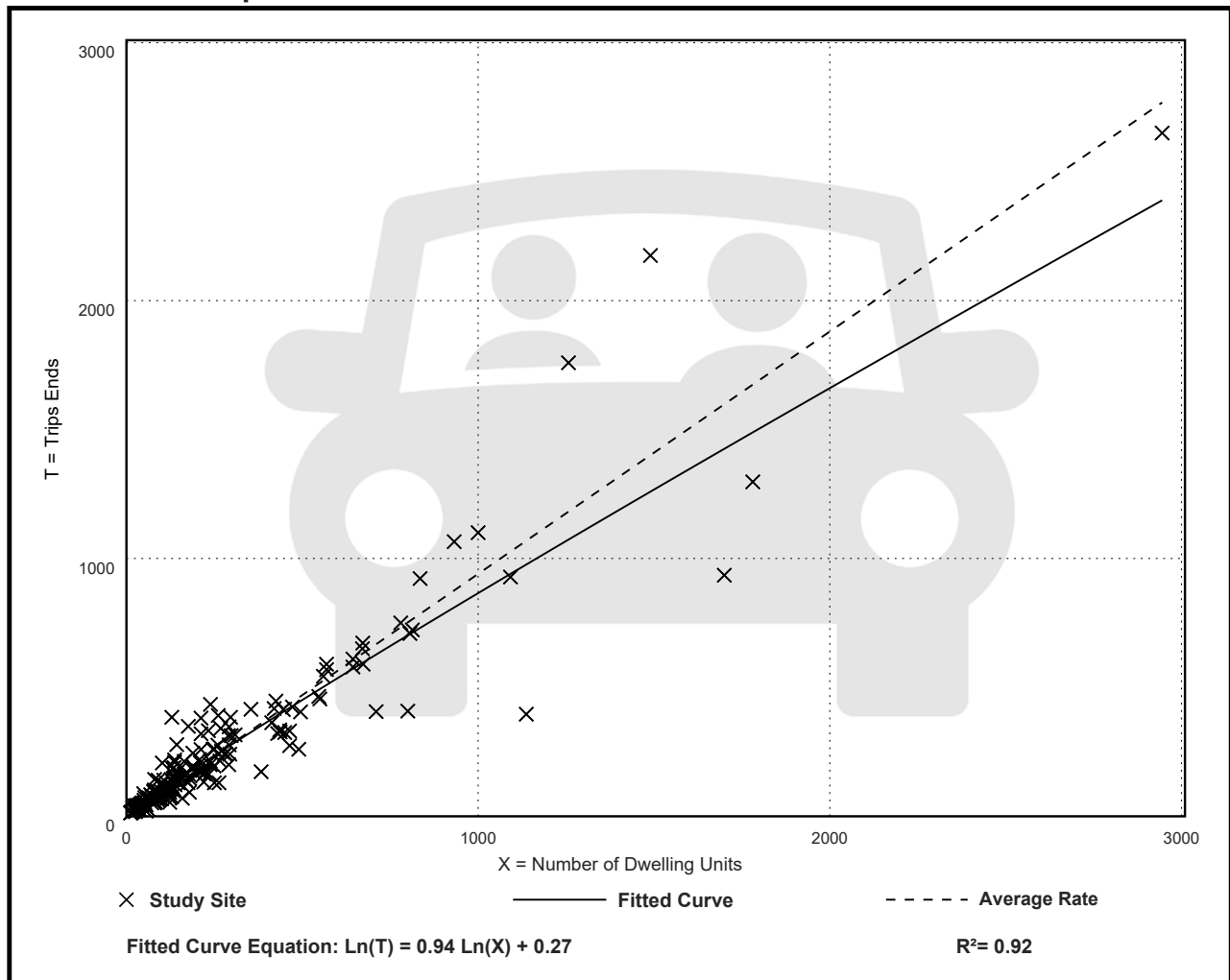
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 169

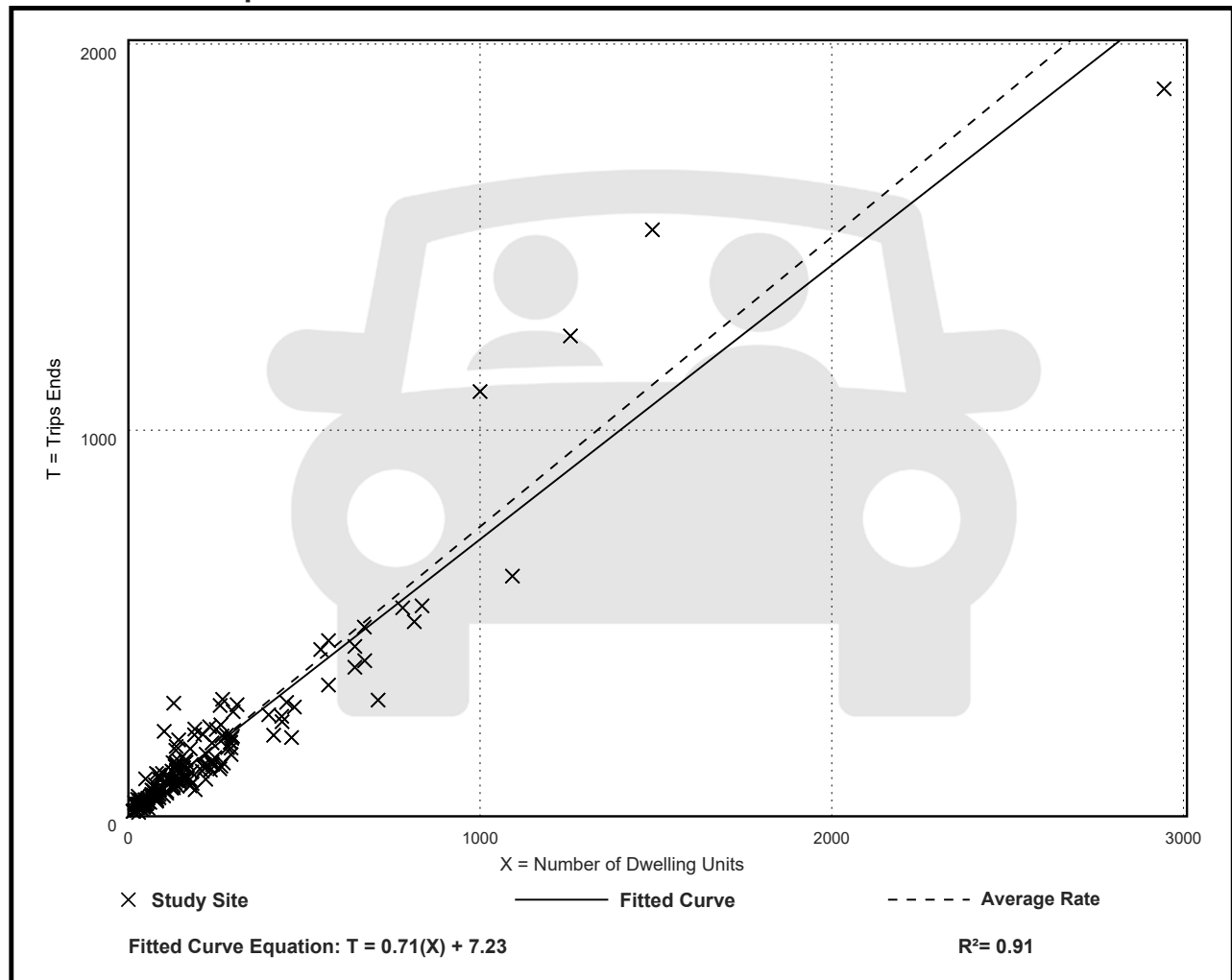
Avg. Num. of Dwelling Units: 217

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.34 - 2.27	0.25

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 178

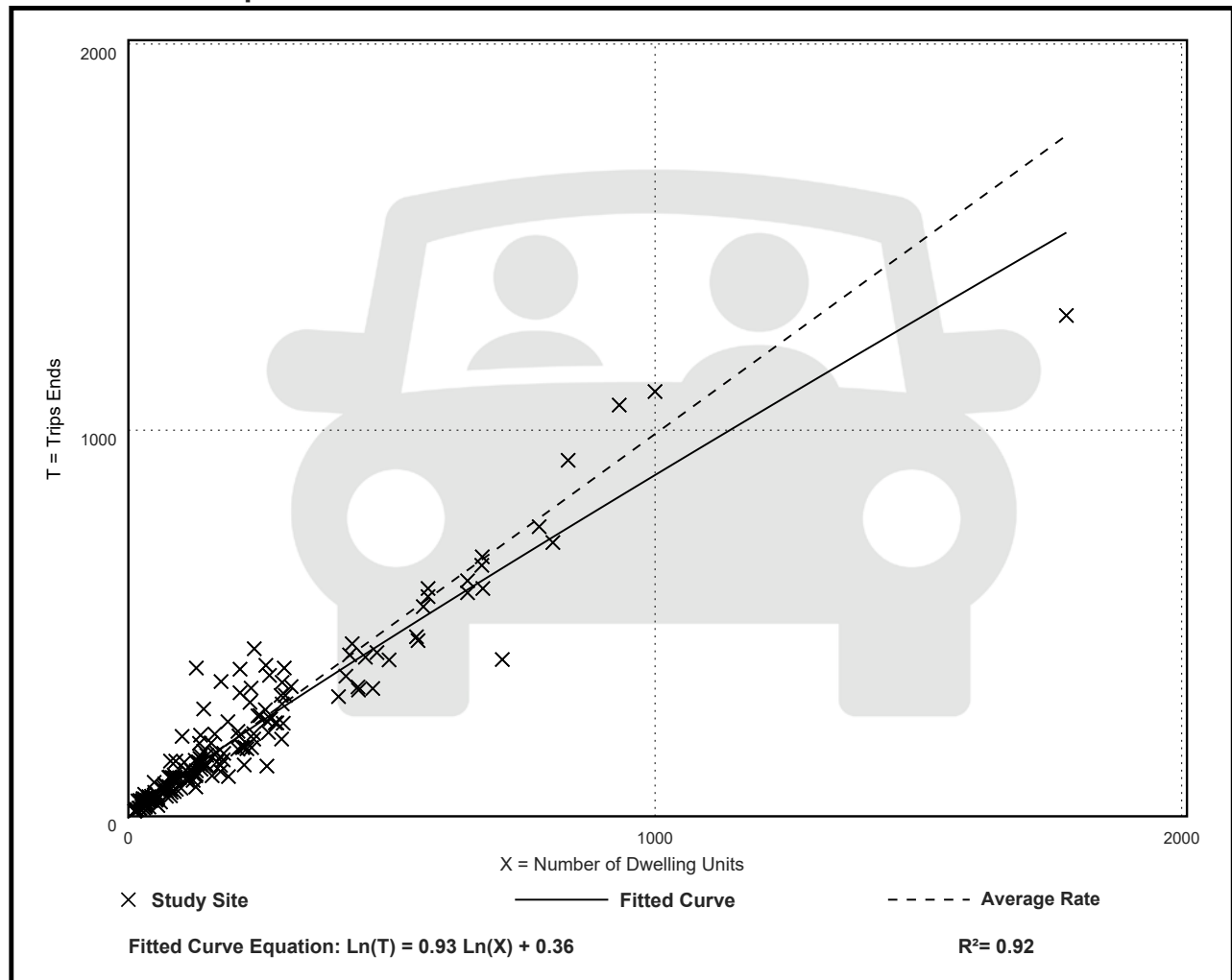
Avg. Num. of Dwelling Units: 203

Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.49 - 2.98	0.28

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 63

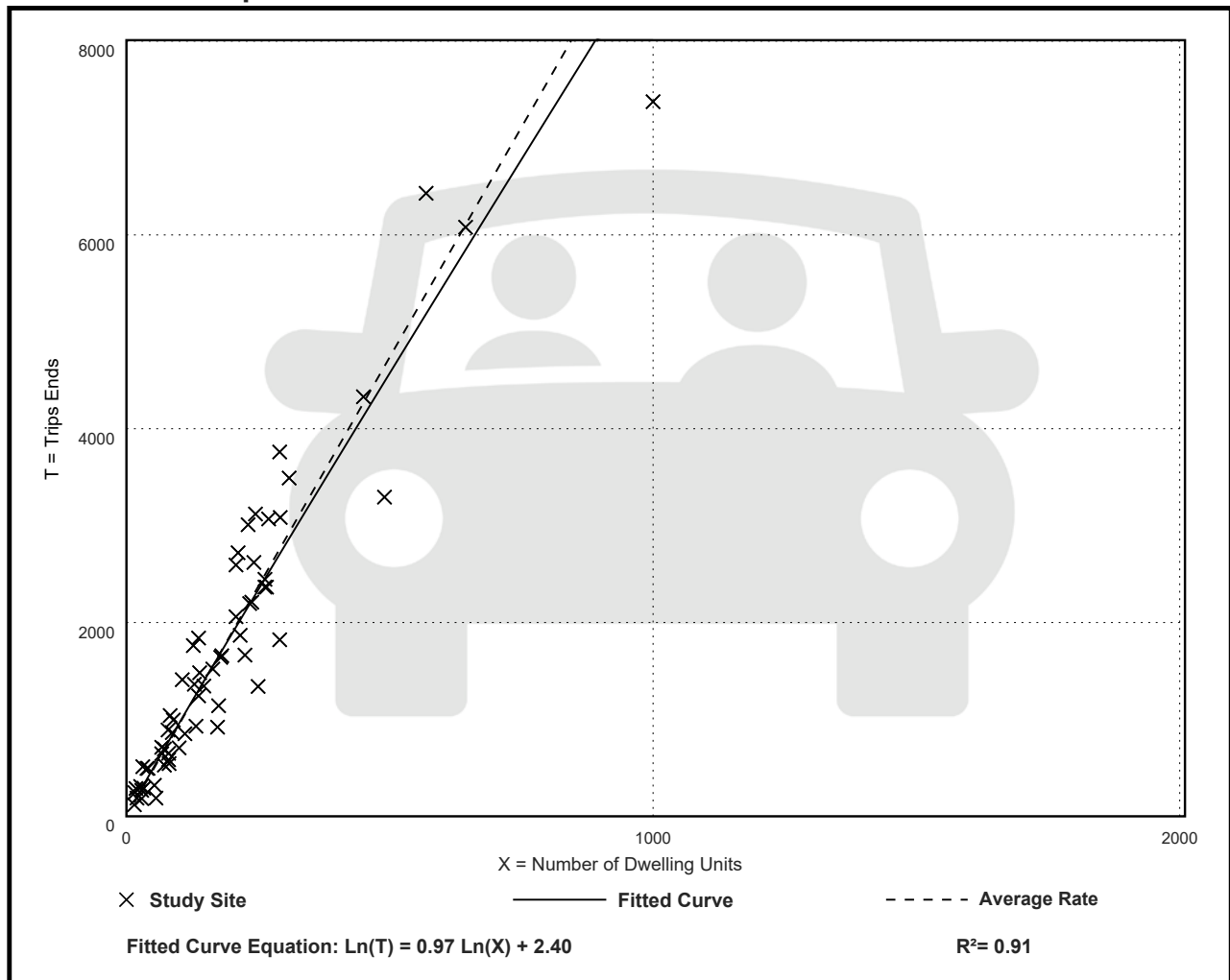
Avg. Num. of Dwelling Units: 179

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.48	3.36 - 16.52	2.26

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 42

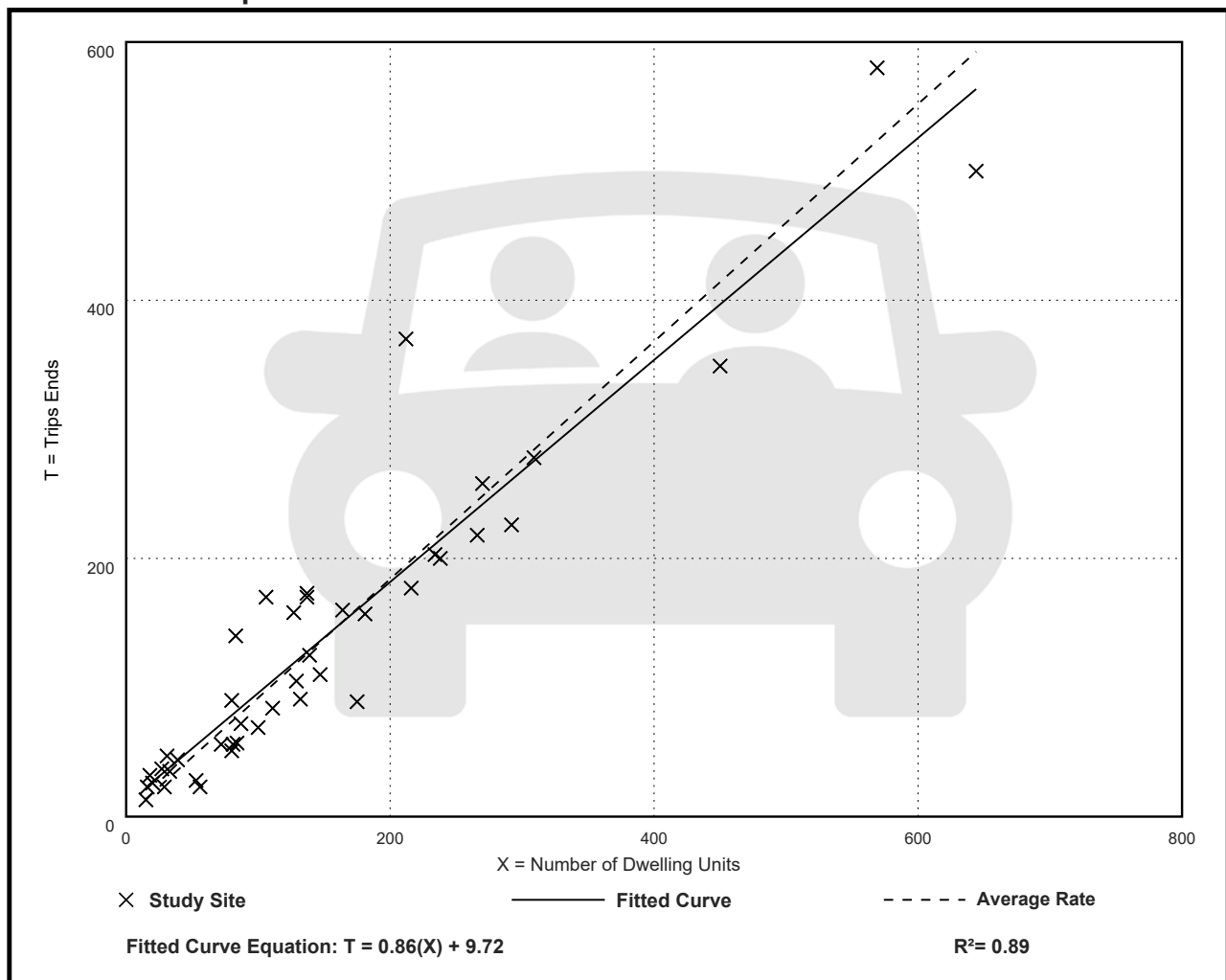
Avg. Num. of Dwelling Units: 152

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.92	0.41 - 1.78	0.27

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 60

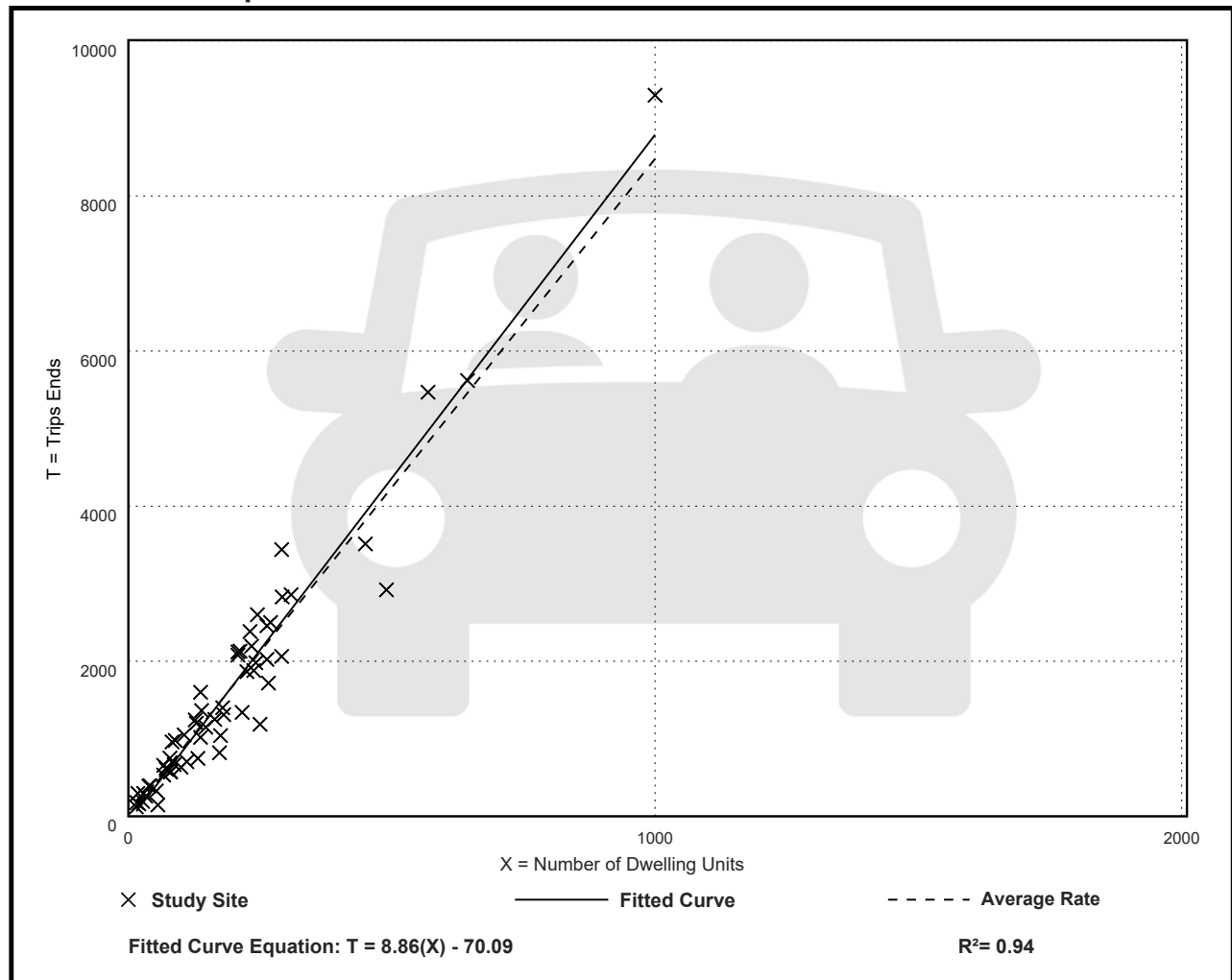
Avg. Num. of Dwelling Units: 186

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
8.48	2.61 - 16.44	1.74

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 40

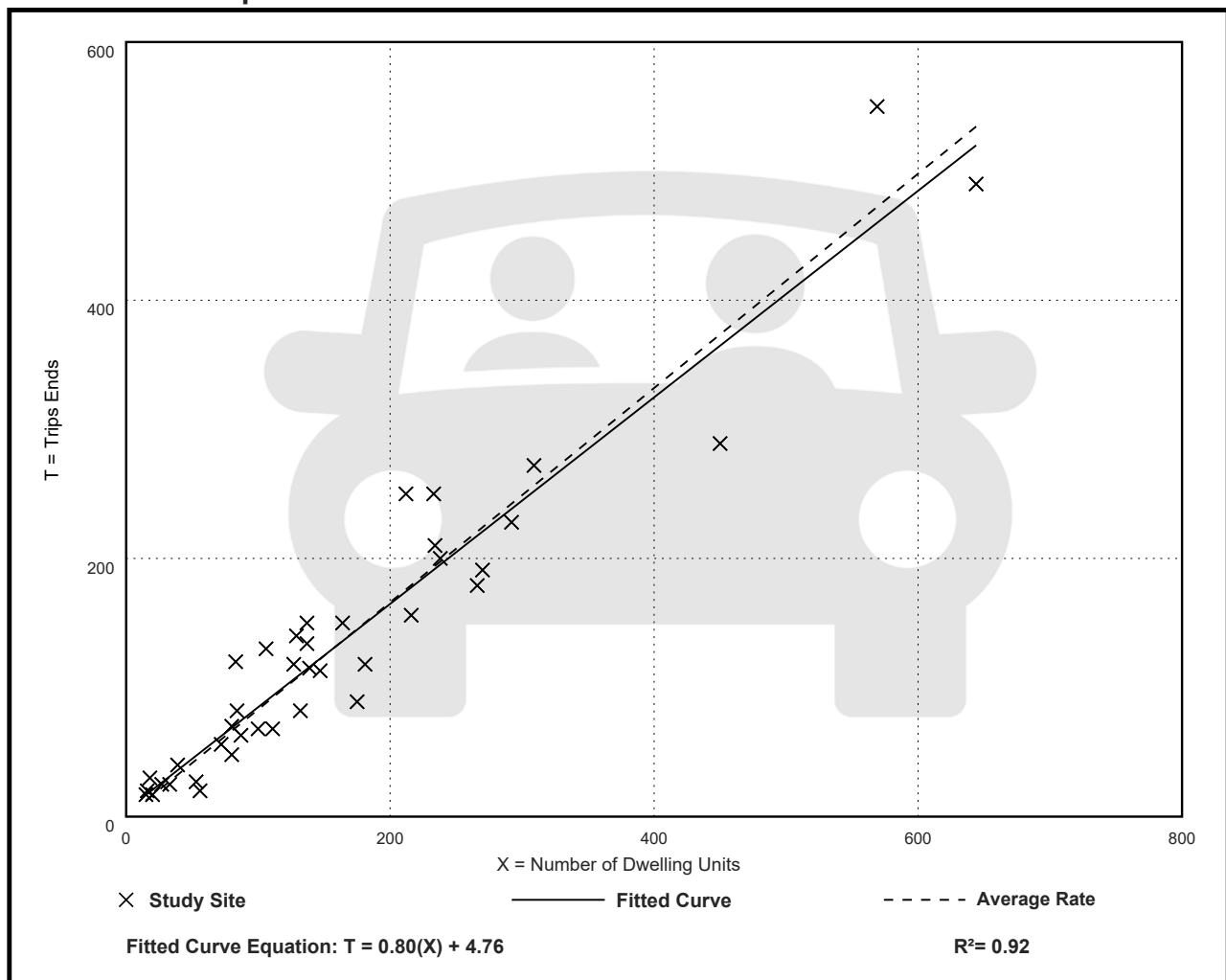
Avg. Num. of Dwelling Units: 162

Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.83	0.36 - 1.67	0.19

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 30

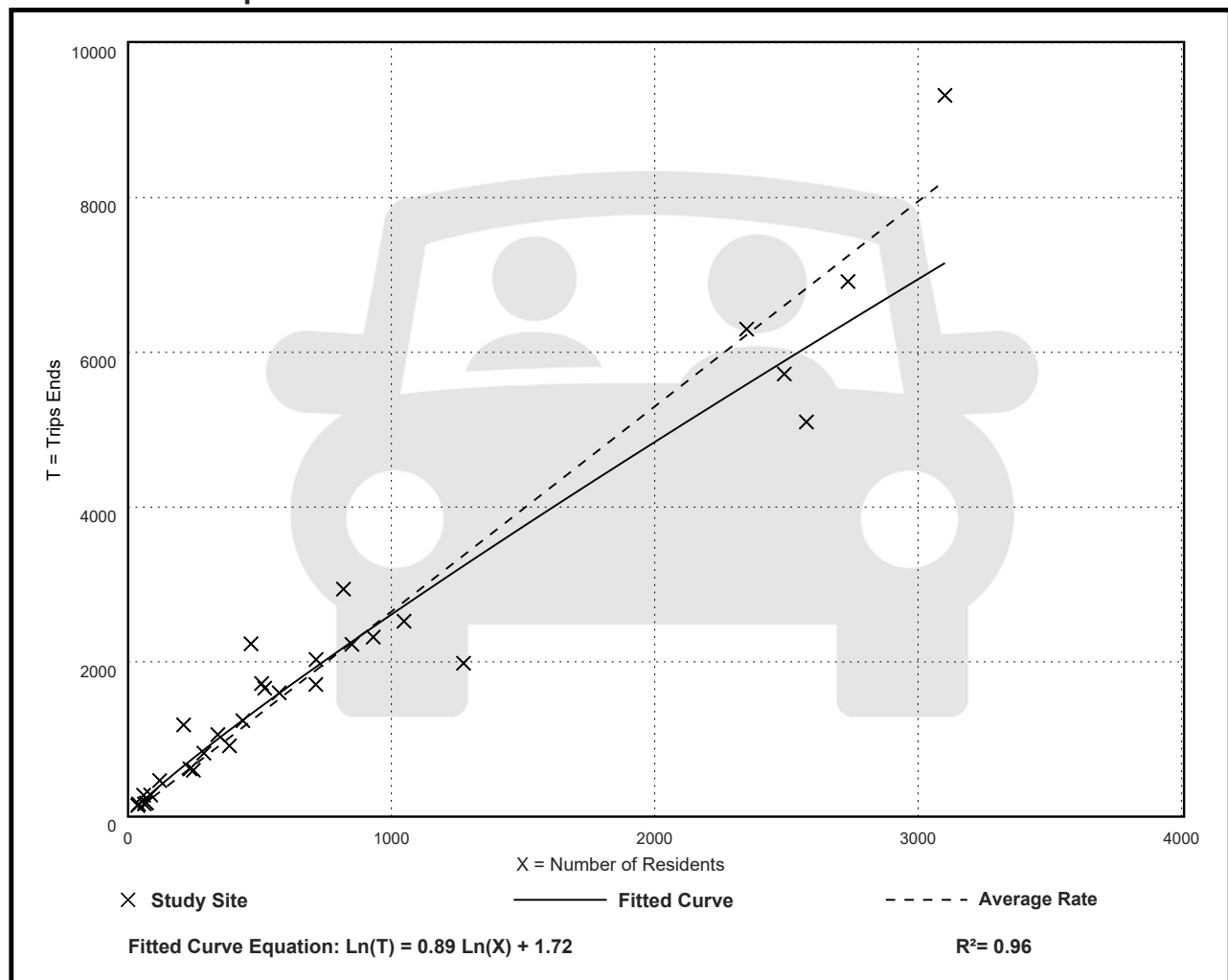
Avg. Num. of Residents: 810

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.65	1.56 - 5.62	0.64

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

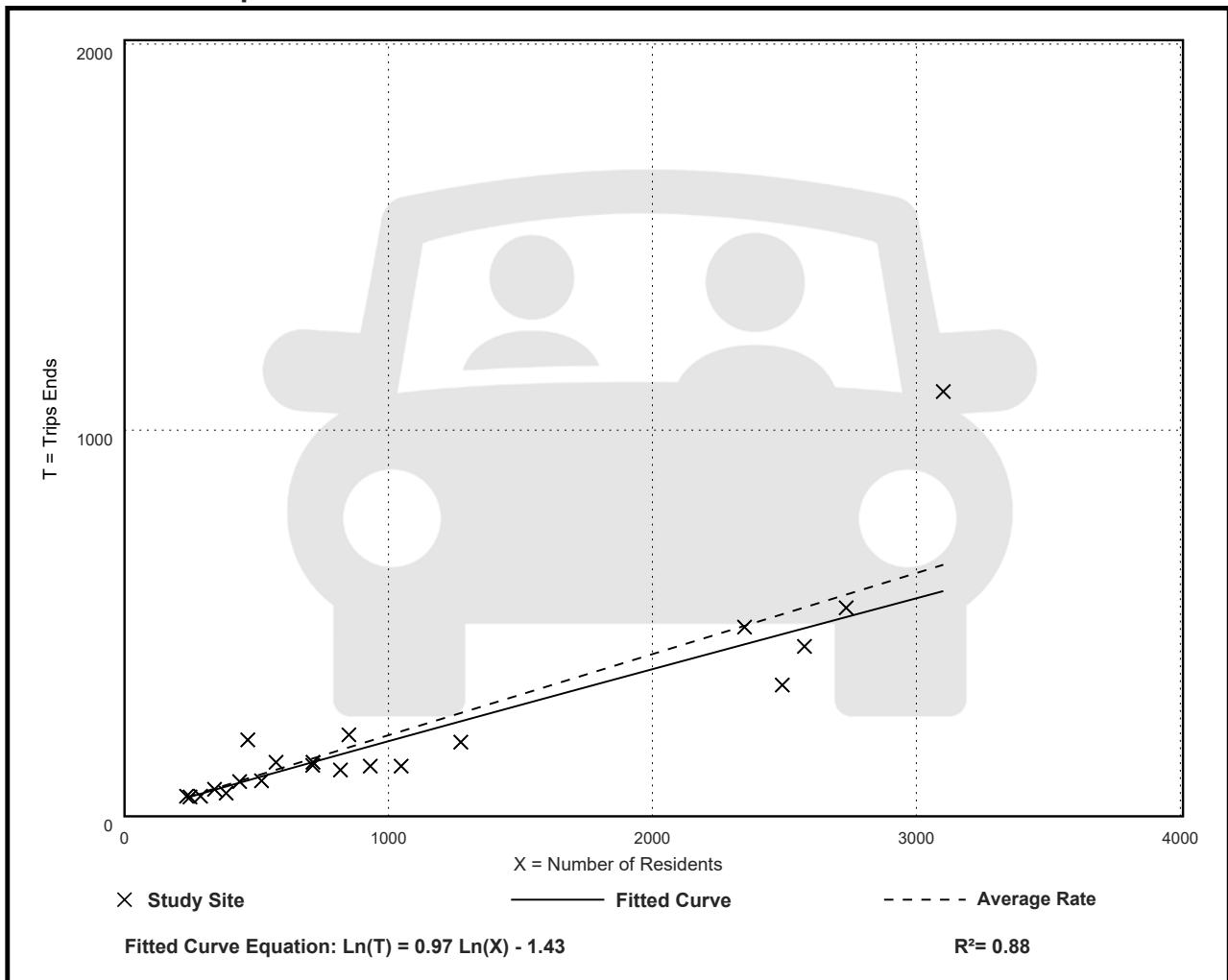
Avg. Num. of Residents: 1100

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.12 - 0.42	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

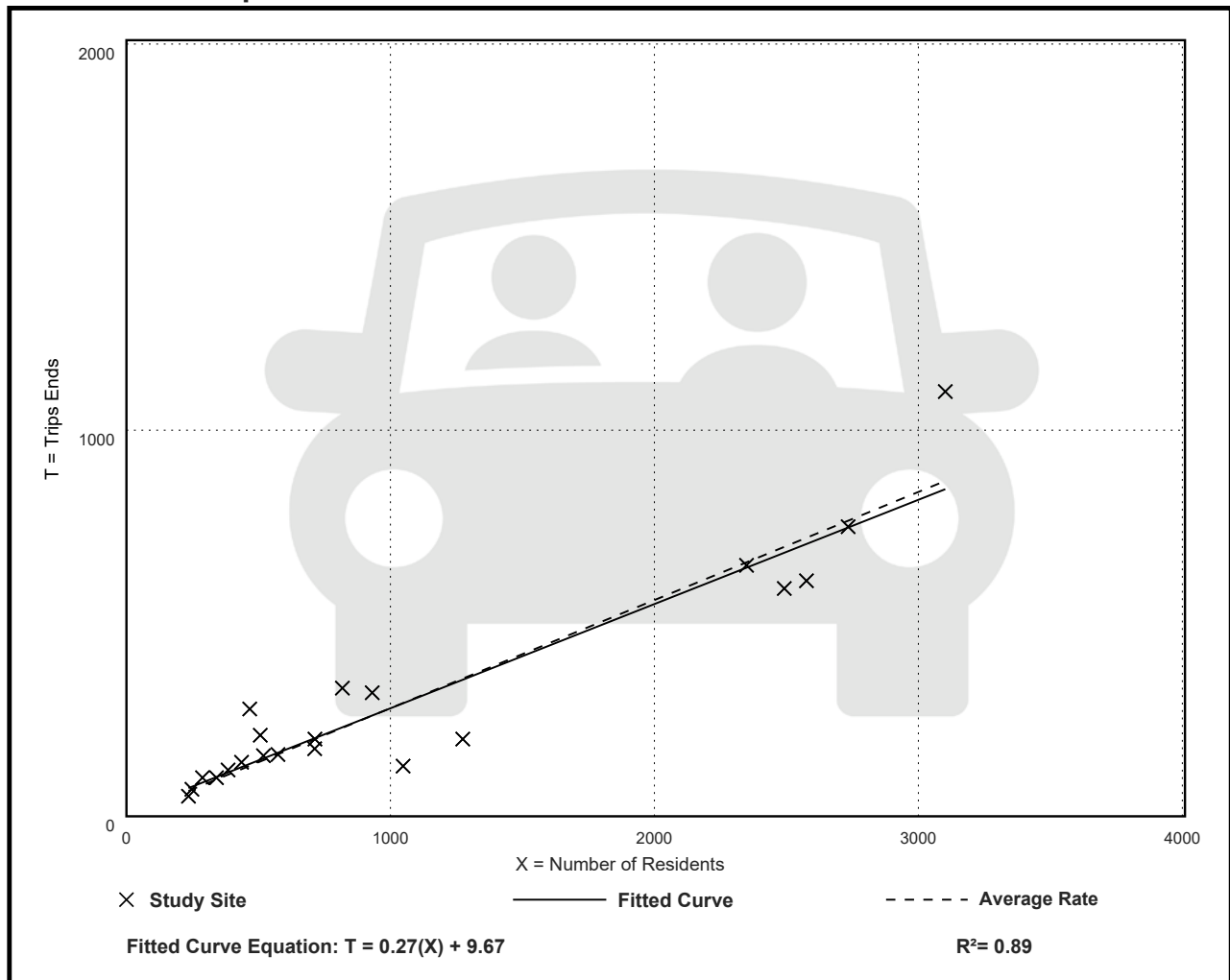
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.28	0.12 - 0.60	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

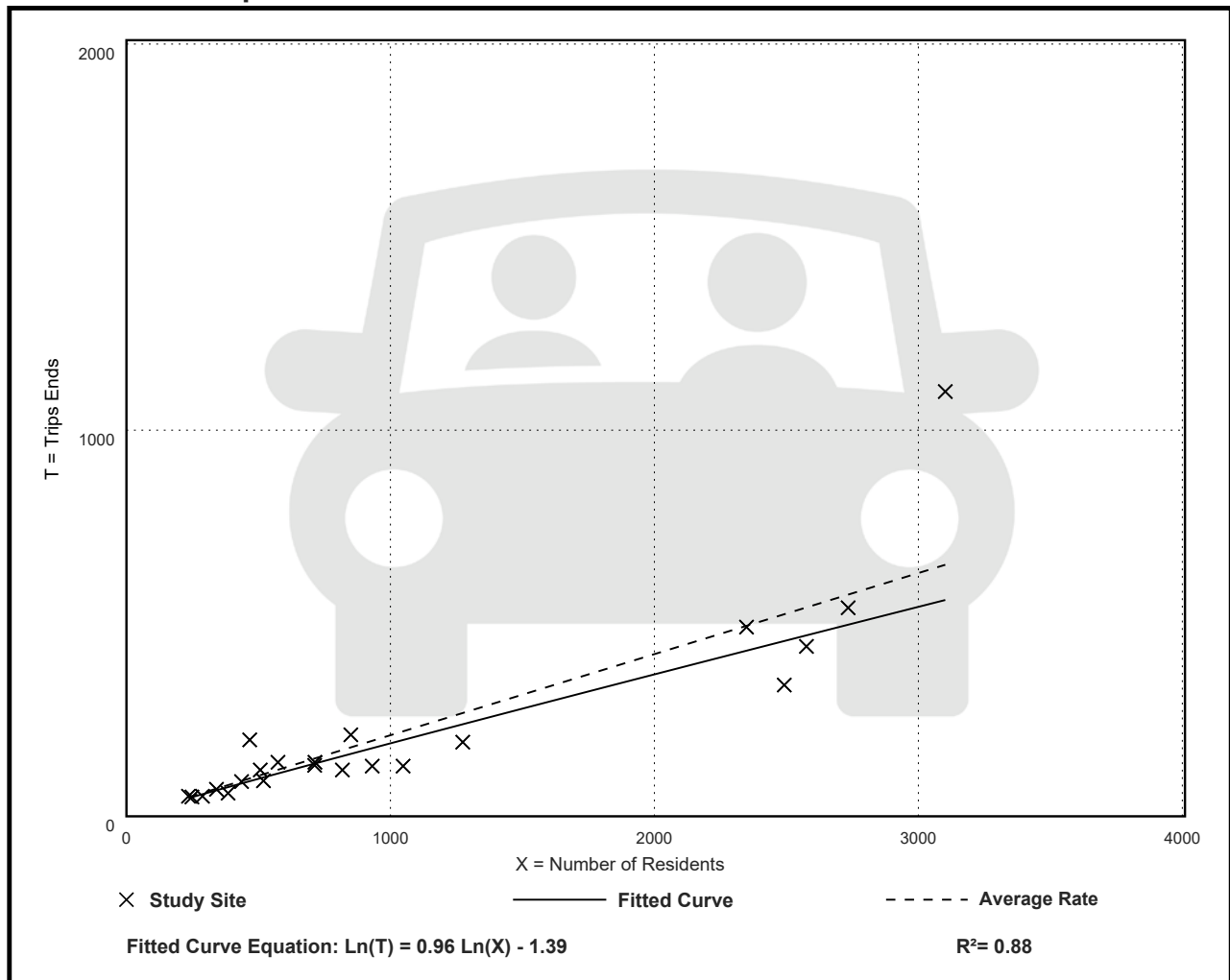
Avg. Num. of Residents: 1073

Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.12 - 0.42	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 21

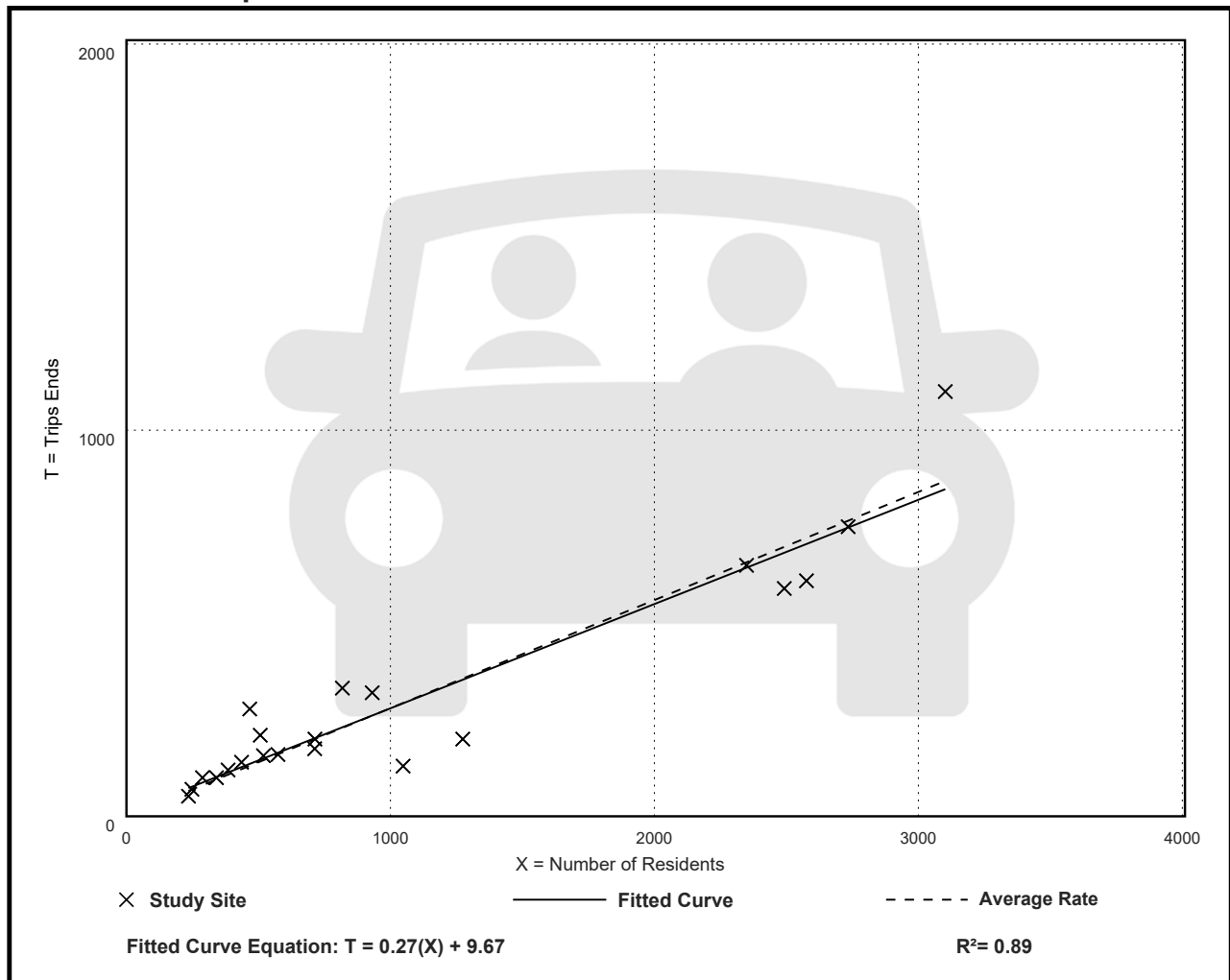
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.28	0.12 - 0.60	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 14

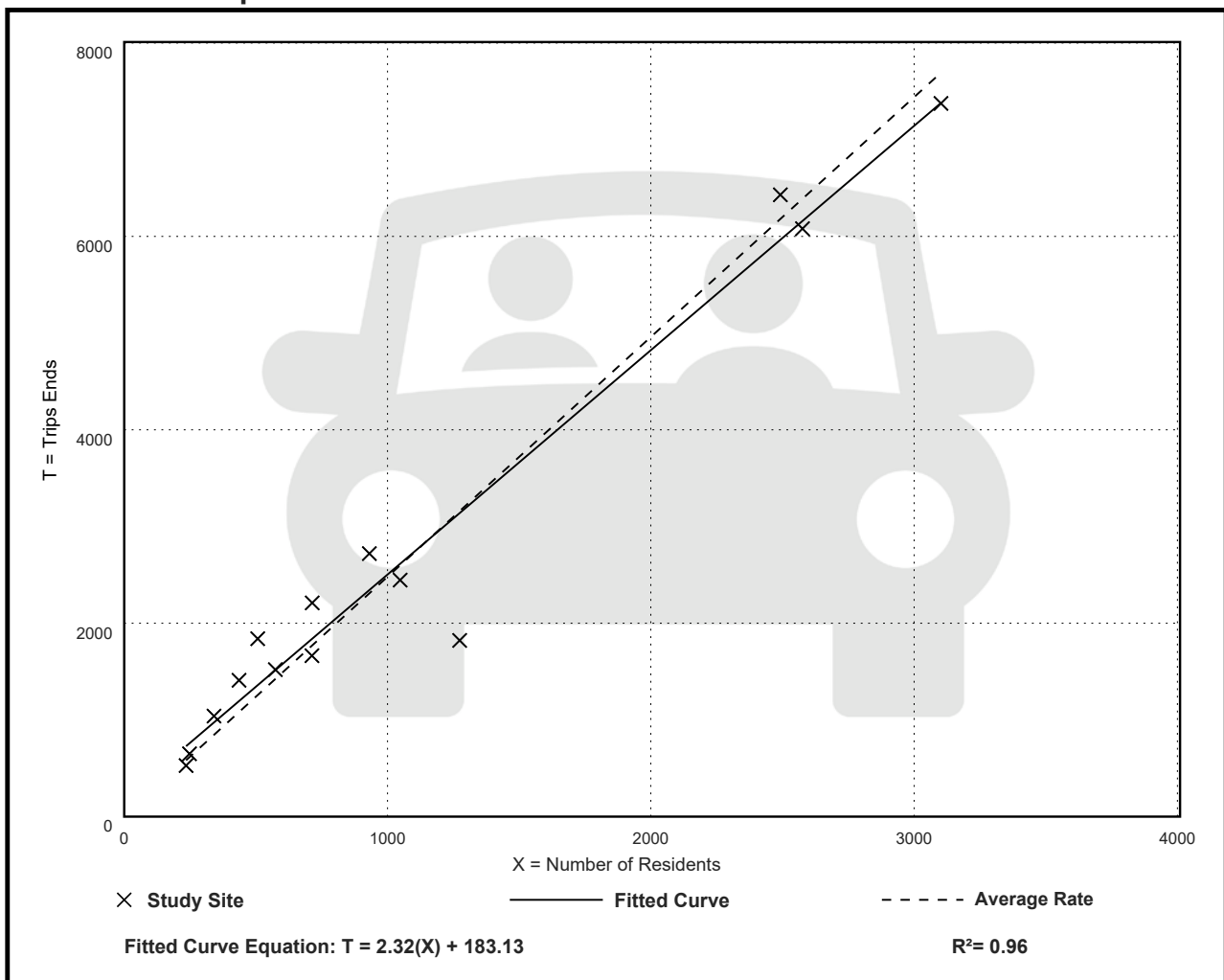
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.48	1.43 - 3.63	0.46

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 11

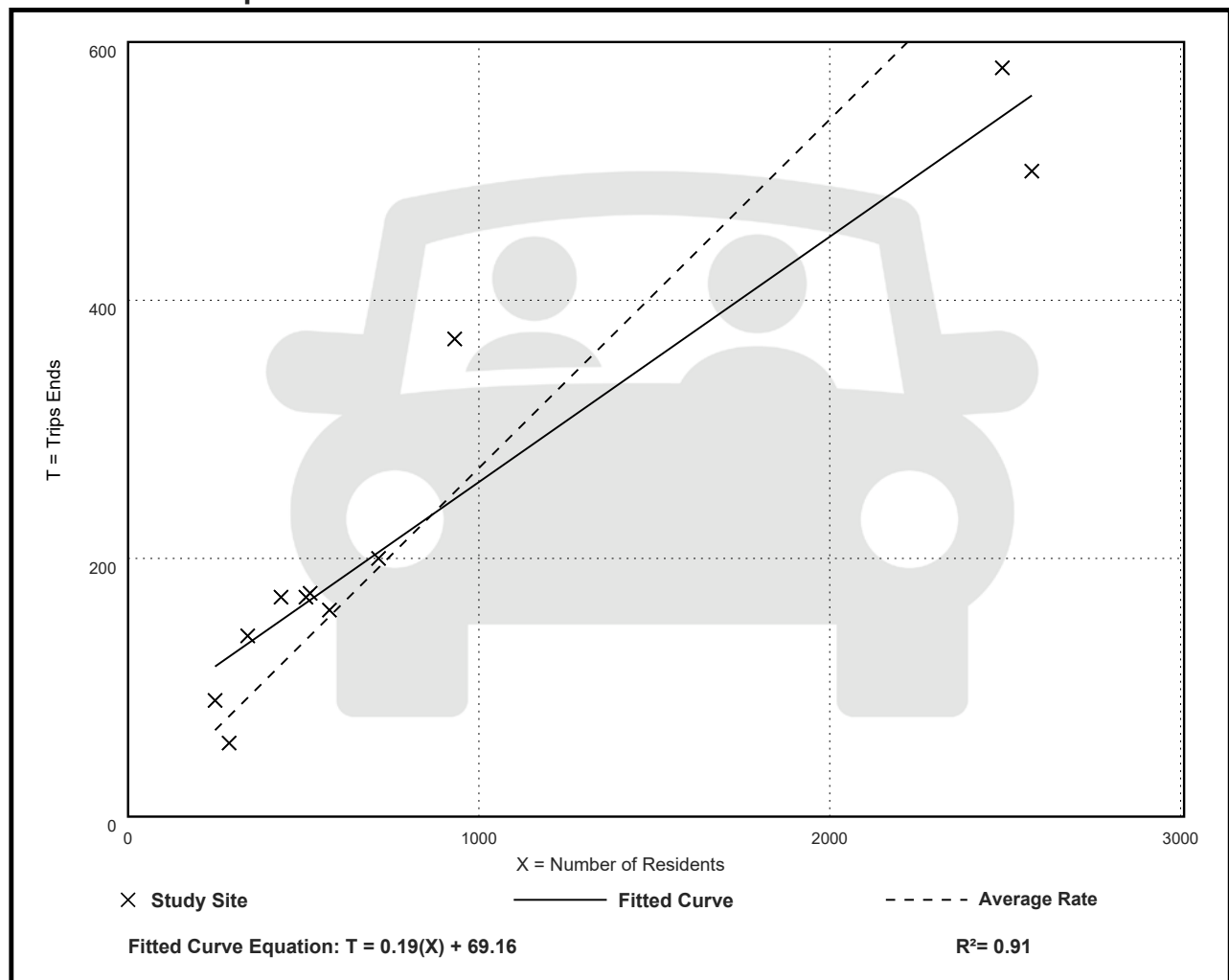
Avg. Num. of Residents: 875

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.27	0.19 - 0.41	0.08

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 14

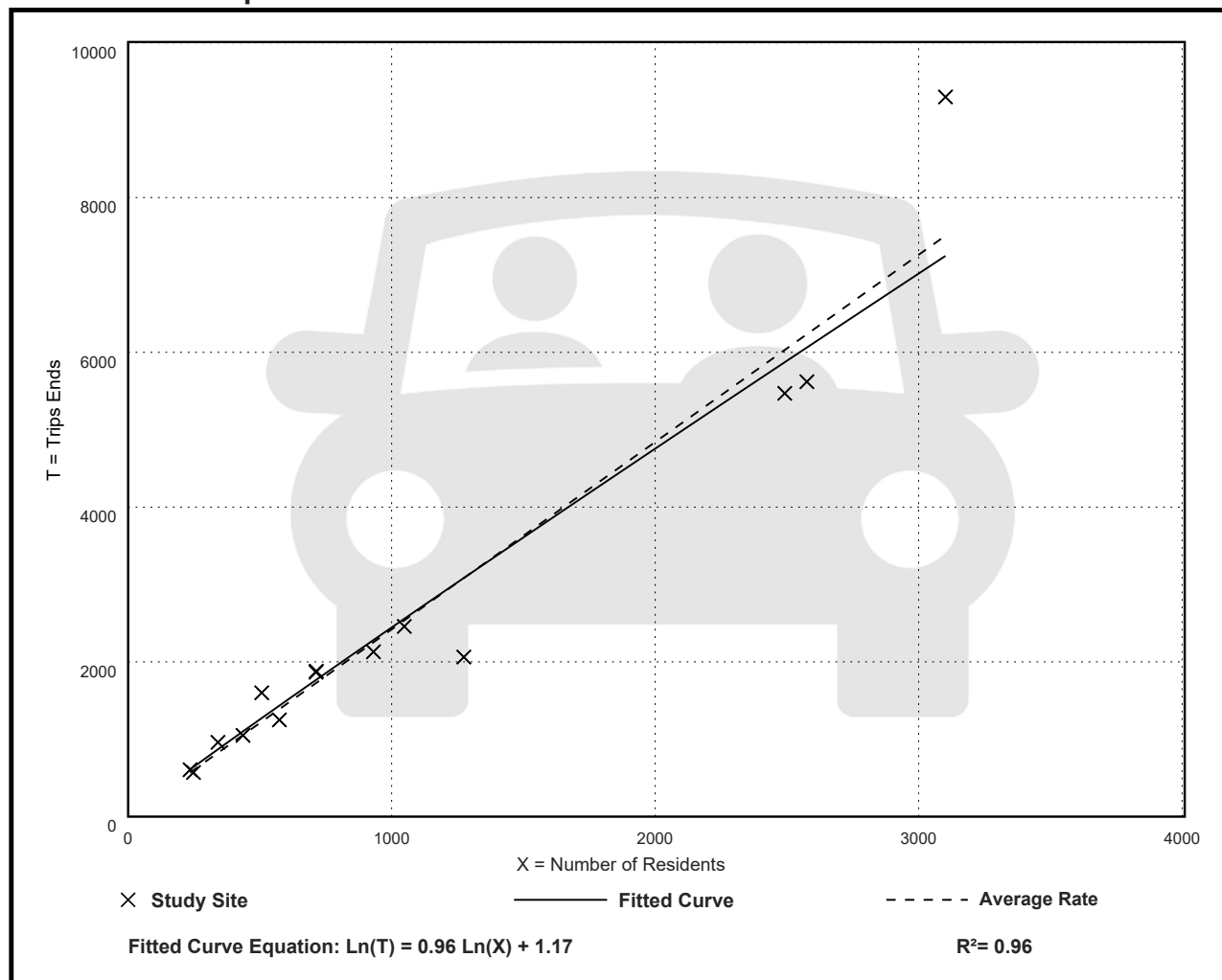
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.42	1.62 - 3.16	0.43

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 12

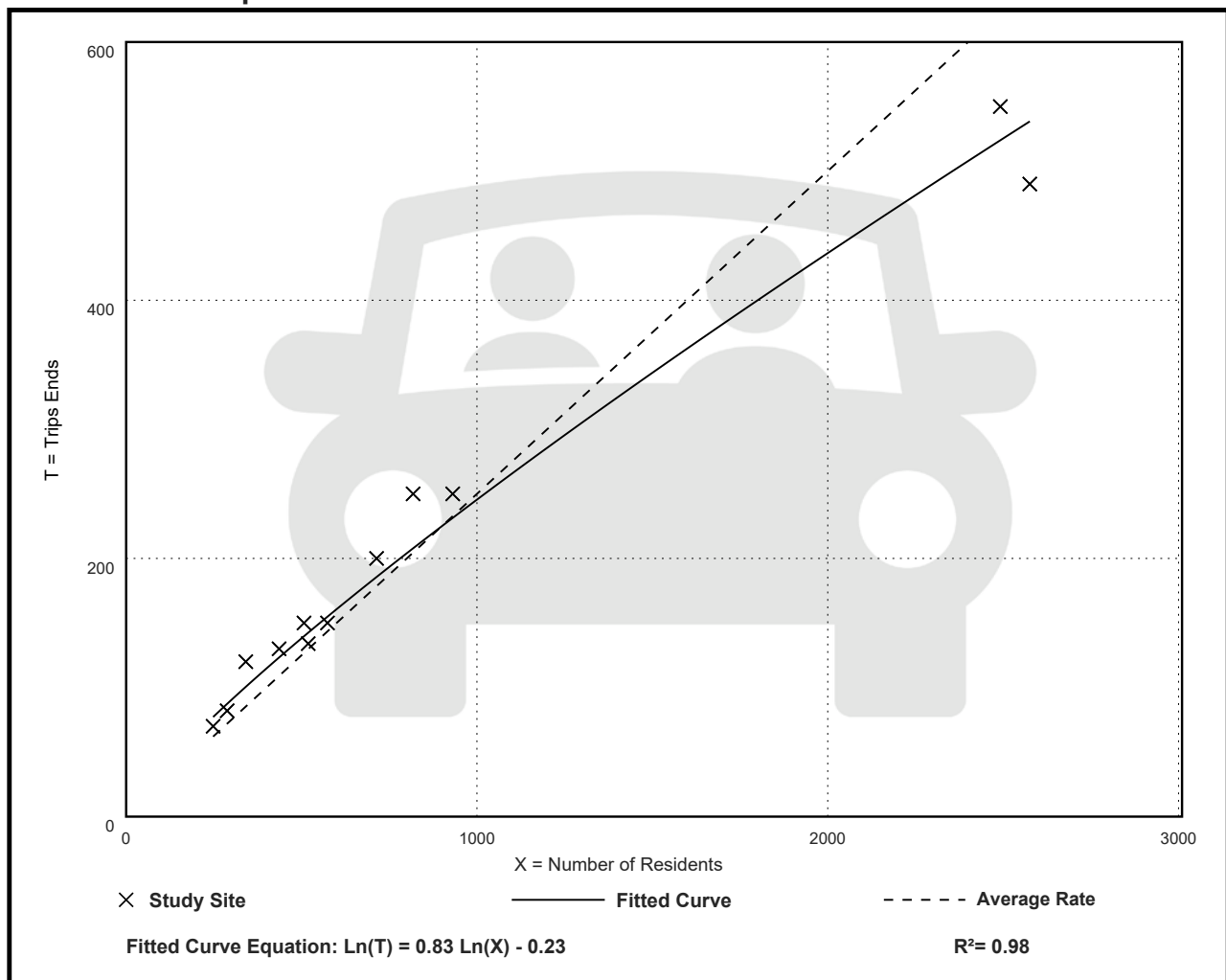
Avg. Num. of Residents: 870

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.25	0.19 - 0.35	0.05

Data Plot and Equation





Sean Kellar, PE, PTOE

Principal Engineer

Education

B.S., Civil Engineering, Arizona State University – Tempe, AZ

Registration

Colorado, Professional Engineer (PE)
Wyoming, Professional Engineer (PE)
Idaho, Professional Engineer (PE)
Arizona, Professional Engineer (PE)
Kansas, Professional Engineer (PE)
Missouri, Professional Engineer (PE)
Professional Traffic Operations Engineer (PTOE)

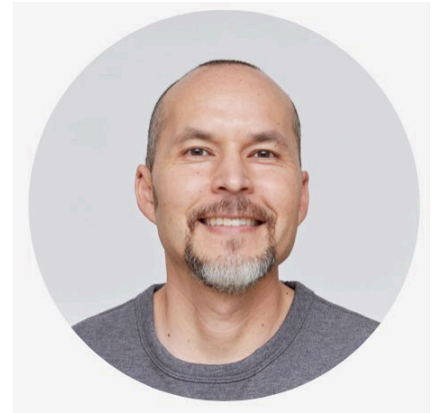
Professional Memberships

Institute of Transportation Engineers (ITE)

Industry Tenure

24 Years

Sean's wide range of expertise includes: transportation planning, traffic modeling roadway design, bike and pedestrian facilities, traffic impact studies, traffic signal warrant analysis, parking studies, corridor planning and access management. Sean's experience in both the private and public sectors; passion for safety and excellence; and strong communication and collaboration skills can bring great value to any project. Prior to starting Kellar Engineering, Sean was employed at the Missouri Department of Transportation (MoDOT) as the District Traffic Engineer for the Kansas City District. Sean also worked for the City of Loveland, CO for over 10 years as a Senior Civil Engineer supervising a division of transportation/traffic engineers. While at the City of Loveland, Sean managed several capital improvement projects, presented several projects to the City Council and Planning Commission in public hearings, and managed the revisions to the City's Street Standards. Sean is also proficient in Highway Capacity Software, Synchro, PT Vissim, Rodel, GIS, and AutoCAD.



WORK EXPERIENCE:

Kellar Engineering, Principal Engineer/President – January 2016 – Present

Missouri Department of Transportation, District Traffic Engineer, Kansas City District – June 2015 – January 2016

City of Loveland, Colorado, Senior Civil Engineer, Public Works Department – February 2005 – June 2015

Kirkham Michael Consulting Engineers, Project Manager - February 2004 – February 2005

Dibble and Associates Consulting Engineers, Project Engineer – August 1999 – February 2004



March 14, 2025

Town of Berthoud
807 Mountain Avenue
PO Box 1229
Berthoud, CO 80513
970.532.2643

Harvest West Subdivision - Zoning Assessment Report

This Zoning Assessment Report is to evaluate the effect of the proposed rezoning of a 34.61 acre development located along US Highway 287. It is a quarter mile north of West County Road 4E and a quarter mile west of Berthoud Parkway. The property is a portion of the northwest quarter of the northeast quarter of Section 27, Township 4 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado. The existing zoning is Larimer County RR2- Rural Residential and is proposed to change to Suburban Residential (SR).

I. Rationale for the proposed zoning

The rezone request is intended to support the proposed development of Harvest West, which includes a variety of housing options, specifically single-family detached homes, single-family detached alley homes, and two-family homes, all of which will be reviewed with the platting, architectural diversity and building permit processes. In addition to these residential units, the development will encompass the necessary infrastructure to ensure proper accessibility and functionality for future residents.

The 2021 Future Land Use Map envisions suburban residential on this property therefore the proposed zoning designation of SR (Suburban Residential) aligns with the Future Land Use Map and the suburban character district. The proposed use is a continuation of the Harvest North and South projects located directly east. This alignment not only supports the Town's vision for balanced growth and development but also aims to enhance the overall community by providing diverse housing options that cater to different needs.

II. Present and future impacts on the existing adjacent zone districts, uses, and physical character of the surrounding area.

The anticipated impacts of this development on the existing adjacent properties are expected to be minimal. To the north, the neighboring lots are zoned as Suburban Residential (SR), which aligns with our proposed zoning change. To the east, the properties are designated as R1, while the lots to the west and south are zoned as FA-1 (Agricultural).

Our proposal to rezone the property to SR is designed to ensure compatibility with the surrounding zoning classifications and to foster a cohesive community environment. At this time, there are no identified areas of conflict between the proposed development and adjacent properties. Furthermore, this rezoning aligns with the objectives outlined in the Berthoud Comprehensive Plan, which promotes thoughtful and sustainable development practices. For example, the project proposes bike and pedestrian trails, private parkland, open space, tree lined streets as well as proximity to the Town's urban center limiting vehicular movements to commercial centers. We are committed to working

collaboratively with the community to ensure that this development enhances the overall character and livability of the area.

III. Impact of the proposed zone on area access and traffic patterns.

We anticipate minimal impact on the existing transportation system when comparing it to the existing and proposed impacts. Per the preliminary traffic impact study, the project is anticipated to generate 811 daily weekday trips, 60 AM total peak hour trips, and 81 PM total peak hour trips, all based on a total of 86 dwelling units. There are existing left turn deceleration lanes on S. Berthoud Parkway at both full movement intersections (Art Drive and Swan Peter Drive) and per the preliminary traffic impact study, are sufficient to accommodate this development as well as potential future development to the south. As we move forward to preliminary plat review, a further evaluation of the expected traffic and its potential impacts will be conducted. This assessment will ensure that transportation concerns are addressed proactively, maintaining the safety and efficiency of the roadway network for all users.

IV. Availability of utilities for any potential development

Water service will be provided by utilizing the water mains that have been stubbed to this property from Art Drive and Swan Peter Drive. This infrastructure will ensure a reliable supply of potable water for residential use. A water model was run for the proposed on-site system and was found to conform to the 2018 international fire flow requirements and therefore will adequately meet the Town's criteria. This information is included with the Utility Study for Harvest West.

Sanitary sewer service will be provided by extension of an existing sanitary main from Art Drive and Swan Peter. Calculations were performed for the capacity of the proposed and existing downstream sanitary sewer pipes. The study found that the existing sewer system has adequate capacity for the development of this site as well as future upstream developments north of CR4E.

Private/Dry utilities will be provided by tying into existing mains installed in the Harvest Ridge North and Harvest Ridge South Subdivisions. Xcel Energy has supplied a will serve letter stating that gas facilities can be made available to serve this development. Similarly, Poudre Valley Rural Electrical Association (PVREA) has provided a will serve letter stating that they will be able to provide service for all electrical loads for this development. Hilltop Broadband and Comcast will provide fiber optic and communication services for this development.

Stormwater will be managed through a combination of sheet flow and a curb and gutter system that directs runoff to inlets distributed throughout the subdivision. These inlets will discharge into proposed detention facilities designed to temporarily hold stormwater and gradually release it, thereby reducing the risk of flooding and erosion. The design will also consider environmental impact, promoting infiltration and reducing pollutants before runoff enters local waterways.

V: Present and future impacts on public facilities and services, including, but not limited to fire, police, water, sanitation, roadways, parks, schools and transit

Impacts to public services and facilities are acknowledged. Due to an increase in residents, there will be an increased demand for services from the fire and police departments. The Harvest community has partnered with the Larimer County Sheriff Department to install and maintain flock cameras and license plate readers that are connected to law enforcement networks. The development will offer recreational

amenities for the community. It will include 0.94 acres of dedicated park space, 3.92 acres of open space, and an impressive 1,233 linear feet of soft surface trails, complemented by 11,437 linear feet of concrete sidewalks and trails. Designed with families and grandchildren in mind, the development includes a proposed playground, offering a secure and enjoyable space for residents to bring their children and grandchildren for fun and recreational activities. These features are designed to promote outdoor activity and provide residents with enjoyable spaces for leisure and exercise. Including these features encourages residents to enjoy neighborhood recreational amenities rather than relying solely on local parks, recreation centers, and trails. While town amenities will still be accessible and used by residents, the focus on localized activities within the neighborhood helps reduce the strain on the area's broader recreational infrastructure.

VI. The relationship between the proposal and the Town Comprehensive Plan

The proposed rezoning of this property is consistent with the Town's Comprehensive Plan 2021 Land Use Goals. Within the Comprehensive Plan is the Town's Future Land Use map designating this property as suburban residential. The Zoning proposal, which will also be consistent with the adjacent Harvest North and South projects, will contain the characteristics outlined in the Comprehensive Plan: urban architecture, streetscapes with lined trees, private common spaces and walkable amenities to create opportunities for neighborhood activation.

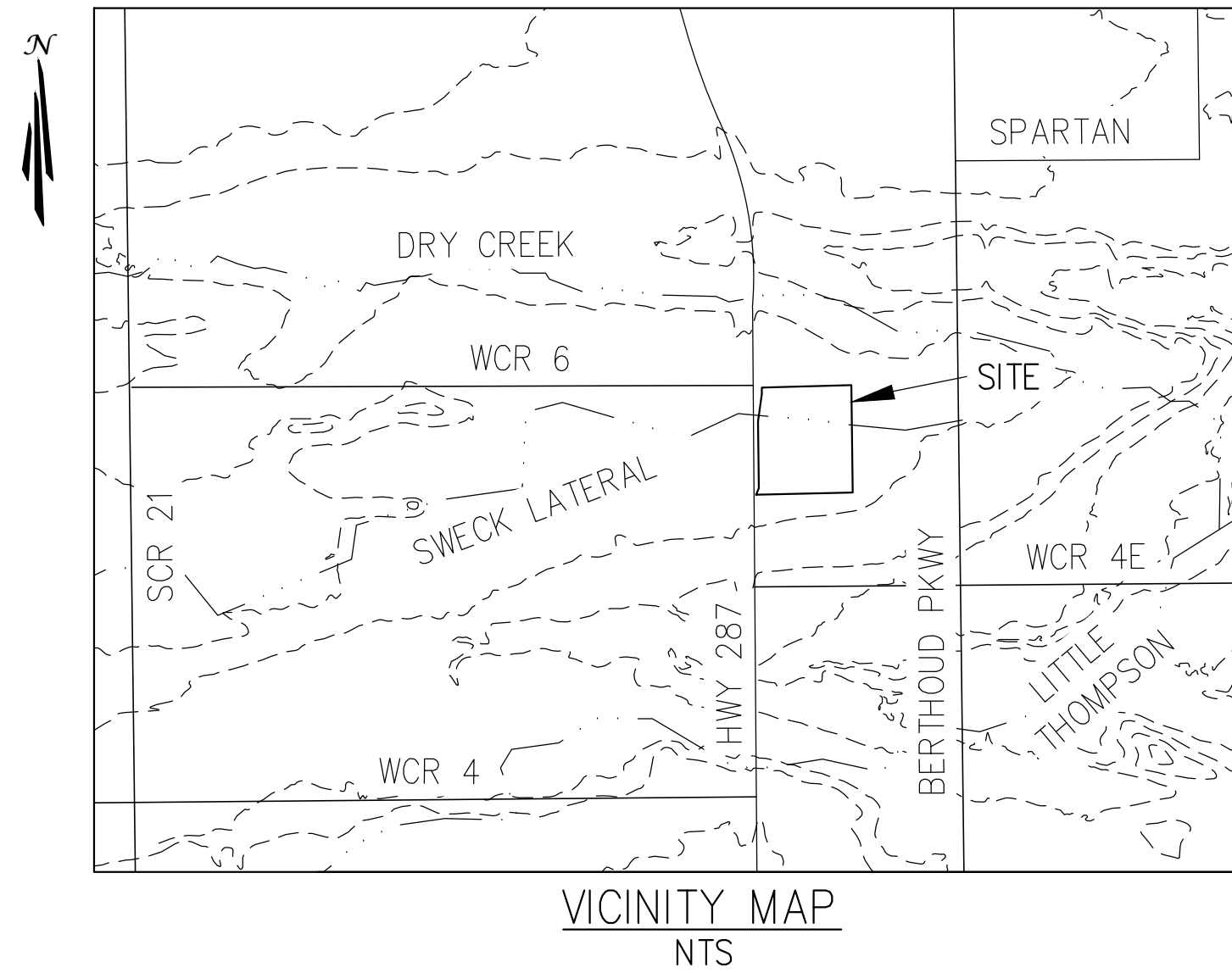
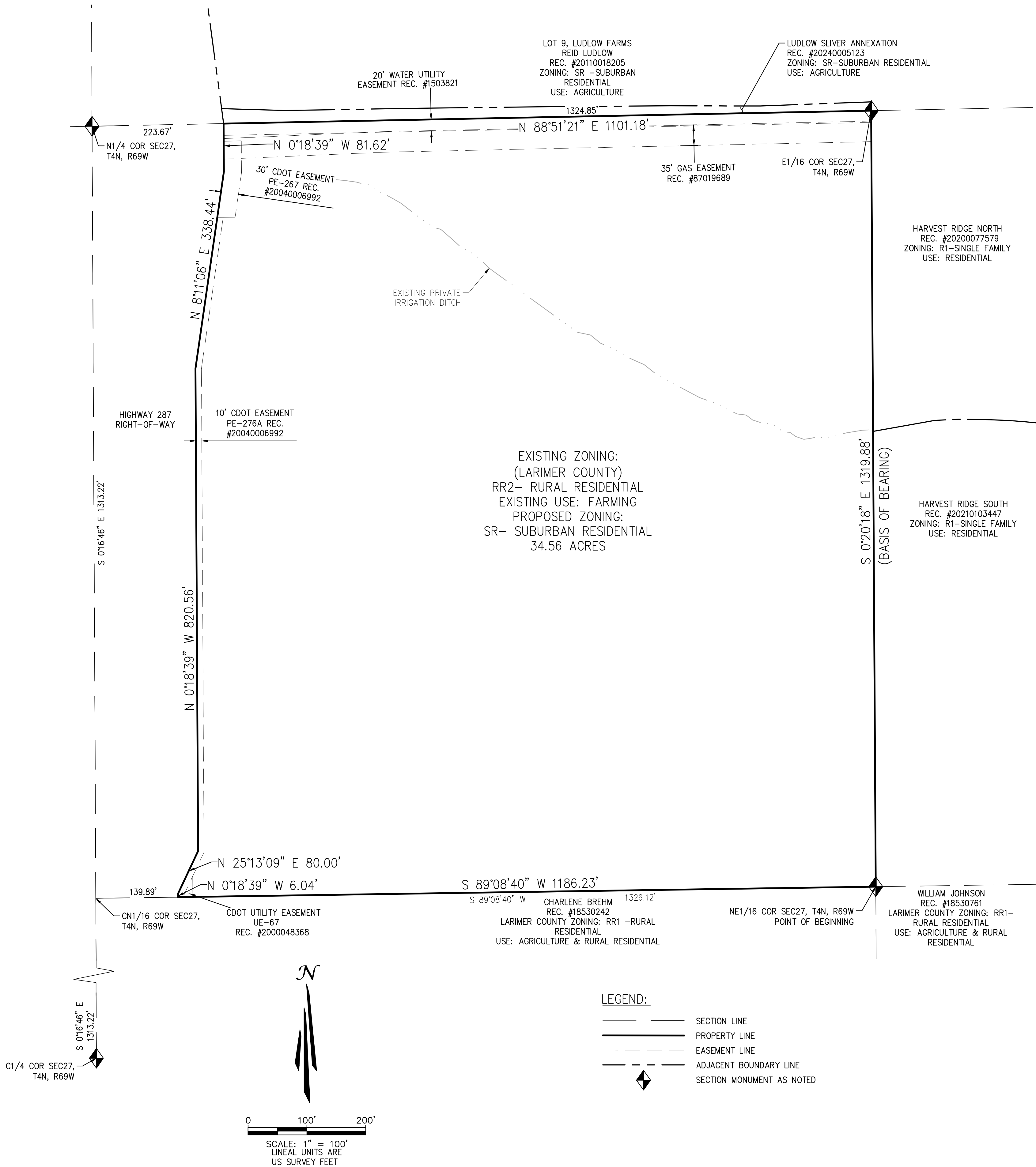
VII. Public benefits arising from the proposal

The development of Harvest West will provide beneficial recreational amenities for the community. Introducing a proposed pocket park with a playground provides a vibrant space for families to enjoy quality time with their children while connecting with neighbors and fellow residents. Additionally, a new trailhead and accompanying trail system will connect with existing trails in neighboring communities as well as the future regional trail systems, promoting continuity and enhancing recreational opportunities for the Berthoud community.

The project will also introduce a diverse range of housing options, including detached single-family homes, detached alley single-family homes, and two-family homes, catering to various preferences and needs. Furthermore, the development is expected to generate increased tax revenue, contributing positively to the local economy as well as having local builders reinvest into the local economy.

ZONING MAP
FOR HARVEST WEST ANNEXATION

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO



ZONING DESCRIPTION:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THOSE PARCELS DESCRIBED IN RULE AND ORDER RECORDED JULY 19, 2000 AT RECEPTION NO. 2000048368 AND JANUARY 22, 2004 AT RECEPTION NO. 20040006992, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 AS BEARING SOUTH 00°20'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'40" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1186.23 FEET TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 287 THE FOLLOWING FIVE (5) COURSES: NORTH 00°18'39" WEST A DISTANCE OF 6.04 FEET; NORTH 25°13'09" EAST A DISTANCE OF 80.00 FEET; NORTH 00°18'39" WEST A DISTANCE OF 820.56 FEET; NORTH 08°11'06" EAST A DISTANCE OF 338.44 FEET; NORTH 00°18'39" WEST A DISTANCE OF 81.62 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE NORTH 88°51'21" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1101.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 00°20'18" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 A DISTANCE OF 1319.88 FEET TO THE POINT OF BEGINNING, CONTAINING 34.56 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARINGS BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS SOUTH 00°20'18" EAST ACCORDING TO THE PLAT OF HARVEST RIDGE NORTH.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ENDORSEMENT 25201694, DATED FEBRUARY 21, 2025 WAS RELIED UPON FOR RECORD DATA REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS ZONING MAP.
3. THE TOTAL AREA OF PROPERTY IS 34.56 ACRES.
4. THIS MAP IS NOT A LAND SURVEY PLAT.
5. THE MINERAL RIGHTS ASSOCIATED WITH THE PROPERTY ARE OWNED BY THE PROPERTY OWNER. THERE IS NOT EVIDENCE AVAILABLE THAT MINERAL RIGHTS HAVE BEEN TRANSFERRED.
6. THE CURRENT ZONING OF THIS PROPERTY IN UNINCORPORATED LARIMER COUNTY IS RR-2, RURAL RESIDENTIAL. THE PROPOSED ZONING IN THE TOWN OF BERTHOUD IS SR, SUBURBAN RESIDENTIAL.
7. PROPERTY ADDRESS: NONE.

CERTIFICATE OF APPROVAL BY TOWN OF BERTHOUD:

THIS IS TO CERTIFY THAT THE REZONING OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY ORDINANCE NO. _____ OF THE TOWN OF BERTHOUD, PASSED AND ADOPTED ON THE _____ DAY OF _____, A.D., _____ AND THAT THE MAYOR OF THE TOWN OF BERTHOUD AS AUTHORIZED BY SAID ORDINANCE OF BEHALF OF THE TOWN HEREBY FOR ALL ACKNOWLEDGES AND ADOPTS THE SAID ANNEXATION UPON WHICH THE CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERTHOUD, COLORADO THIS _____ DAY OF _____, A.D., _____

MAYOR

THE FOREGOING MAP IS APPROVED FOR FILING AND ACCEPTED BY THE TOWN OF BERTHOUD, COLORADO, THIS _____ DAY OF _____, A.D., _____

ATTEST:

TOWN CLERK

OWNERS CERTIFICATE:

HT LAND PARTNERS LLC

ALEX HOIME, MANAGER FOR
HT LAND PARTNERS LLC

STATE OF COLORADO)
SS)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, 20____
BY ALEX HOIME, MANAGER FOR HT LAND PARTNERS LLC

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYORS CERTIFICATE:

I, VLADI SKREJEV, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE REZONING MAP SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THE MAP WAS COMPILED USING EXISTING PLATS, DEEDS, AND LEGAL DESCRIPTIONS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATED THIS _____ DAY OF _____, 20____

VLADI SKREJEV, PLS 38705

ZONING AMENDMENT MAP

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO.

DRAWN: KR
DATE: 10/17/2024
CHECKED: SBV
DATE:
REVISION #:
DATE:
JOB NO. C01568B

320 North Lincoln Avenue
Loveland, CO 80537

p: 970.613.1447
www.tait.com

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SANTA ANA DALLAS
SINCE 1944

TAIT
& ASSOCIATES

NO.	DESCRIPTION	BY	DATE