



MEETING OF THE TOWN BOARD
Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, May 27, 2025, 6:30 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

The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

1. Meeting Called To Order - Mayor William Karspeck
2. Pledge Of Allegiance - Mayor William Karspeck
3. Roll Call - Mayor William Karspeck
4. Citizen Participation
5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Introduction By: Christian Samora

Documents:

MEMO RE CONSENT AGENDA.PDF
A. MAY 27, 2025, MEETING AGENDA.PDF
B. MAY 13, 2025, MEETING MINUTES.PDF
C. MAY 2025 BOARD REPORT.PDF
D. RESOLUTION 2025-10 LOCAL PLANNING CAPACITY GRANT AGREEMENT.PDF

5.II. Broadmeadow Annexation Petition Resolution Of Substantial Compliance

Introduction By: Anne Johnson

Documents:

MEMO RE BROADMEADOW RESOLUTION OF SUBSTANTIAL COMPLIANCE.PDF
02 RESOLUTION OF SUBSTANTIAL COMPLIANCE.PDF
03 LETTER OF INTENT.PDF
04 VICINITY MAP.PDF
05 PETITION FOR ANNEXATION 1.PDF
06 LEGAL DESCRIPTION FOR ANNEXATION 1.PDF
07 MAP FOR ANNEXATION 1.PDF
08 PETITION FOR ANNEXATION 2.PDF
09 LEGAL DESCRIPTION FOR ANNEXATION 2.PDF
10 MAP FOR ANNEXATION 2.PDF

5.III. Berthoud Branding Assessment Study
Introduction By: Stephanie Horvath

Documents:

MEMO RE BERTHOUD BRAND ASSESSMENT.PDF
BERTHOUD, CO BRAND ASSESSMENT SUMMARY.PDF

5.IV. Historic Preservation Plan Contract Award
Introduction By: Anne Johnson

Documents:

MEMO RE HISTORIC PRESERVATION PLAN.PDF
02 BERTHOUD HISTORIC PRESERVATION PLAN RFP.PDF
03 CHRONICLE HERITAGE.PDF
04 CLG PROGRAM OVERVIEW.PDF

5.V. Wilson Farm Purchase Contract
Introduction By: Chris Kirk

Documents:

MEMO RE WILSON FARM.PDF
02 CONTRACT TO BUY AND SELL REAL ESTATE (LAND) - BERTHOUD AND HT LAND 400.PDF
03 SECTION 30 ADDENDUM WILSON.PDF

6. Elected Official Reports

1. Town Board - Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
2. Mayor - William Karspeck
3. Staff - Town Administrator, Attorney

7. Adjourn

The order of agenda items listed above is approximate and intended as a guideline for the

Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-

2643 at least 24 hours in advance.

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 27, 2025
Agenda Title/Subject:	Consent Agenda
Type of Item:	Regular Item
Purpose:	The Consent Agenda contains routine items that can be approved with a single action by the Board.
Presented by:	Christian Samora

ATTACHMENTS:

- a) May 27, 2025, Meeting Agenda
- b) May 13, 2025, Meeting Minutes
- c) May 2025 Board Report
- d) Resolution 2025-10 Local Planning Capacity Grant Agreement

BACKGROUND:

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. The mayor will ask if any Board Member wishes to remove an item for separate discussion. Items removed from the consent agenda should be considered immediately following adoption of the amended Consent Agenda.

UPDATE/NEXT STEPS:

Any updates or next steps for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

FISCAL IMPACT AND FUND SOURCE:

Any fiscal information for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

COMMUNITY TOUCHSTONES:

Any Community Touchstones for the items on the Consent Agenda will be articulated in the information sheet provided for each item on the Consent Agenda.

RECOMMENDED ACTION(S):

“Move to combine and approve the items on the Consent Agenda.”

Followed by a second and a vote.



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The Town Board may take action on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

- I. REGULAR MEETING CALLED TO ORDER** – Mayor William Karspeck
- II. PLEDGE OF ALLEGIANCE** – Mayor William Karspeck
- III. ROLL CALL** – Mayor William Karspeck
- IV. CITIZEN PARTICIPATION**
- V. SCHEDULED ITEMS and ESTIMATED TIMES FOR DISCUSSION**

- 1. Consent Agenda** (Christian Samora) (5 Min)
Consent Agenda items are considered to be routine by the Town Board and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.
 - a) May 27, 2025, Meeting Agenda
 - b) May 13, 2025, Meeting Minutes
 - c) May 2025 Board Report
 - d) Resolution 2025-10 Local Planning Capacity Grant Agreement

- 2. Broadmeadow Annexation Petition Resolution of Substantial Compliance** (Anne Johnson) (20 Min)
Resolution 2025-09 - A Resolution of substantial compliance regarding Petition for Annexation filed by TTLC Management, Inc and setting the matter for a public hearing

- 3. Berthoud Branding Assessment Study** (Stephanie Horvath) (30 Min)

- 4. Historic Preservation Plan Contract Award** (Anne Johnson) (10 Min)

- 5. Wilson Farm Purchase Contract** (Chris Kirk) (15 Min)

VI. ELECTED OFFICIAL REPORTS (20 Min)

- 1.** Town Board – Tim Hardy, May Albrecht, Sean Murphy, Karl Ayers, Chris Kurtz, and Brett Wing
- 2.** Mayor – William Karspeck
- 3.** Staff – Town Administrator, Attorney

VII. ADJOURN

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

May 27, 2025, Meeting Agenda

The order of agenda items listed above is approximate and intended as a guideline for the Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.



MEETING MINUTES OF THE TOWN BOARD

Town Board Room
807 Mountain Avenue
Town of Berthoud, Colorado
Tuesday, May 13, 2025, 6:30 p.m.

5/13/2025 - Minutes

1. Meeting Called To Order - Mayor William Karspeck

Mayor Karspeck called the meeting to order at 6:33 pm.

2. Pledge Of Allegiance - Mayor William Karspeck

Mayor Karspeck led the Pledge of Allegiance.

3. Roll Call - Mayor William Karspeck

The following Board members were present:

May Albrecht, Trustee
Karl Ayers, Trustee
Tim Hardy, Trustee
Chris Kurtz, Trustee
Sean Murphy, Mayor Pro-Tem
Will Karspeck, Mayor

The following Board members were absent:

Brett Wing, Trustee

The following staff members were present:

Erin Smith, Town Attorney
Chris Kirk, Town Administrator
Christian Samora, Town Clerk
Lexi Dovel, Deputy Town Clerk
Sergeant Justin Williamson, Larimer County Sheriff
Jeremy Olinger, Deputy Town Administrator
Anne Johnson, Community Development Director

4. Citizen Participation

No one spoke during Citizen Participation.

5. Scheduled Items And Estimated Time For Discussion

5.I. Consent Agenda

Items:

- a) May 13, 2025, Meeting Agenda
- b) April 22, 2025, Meeting Minutes
- c) March 2025 Financial Information
- d) 2025 Road Improvement Project Bid Award

Trustee Kurtz moved to combine and approve the items on the Consent Agenda. Trustee Hardy seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.II. Larimer County Mental Health Awareness Month Proclamation

Mayor Karspeck read the Larimer County Mental Health Awareness Month Proclamation aloud.

5.III. Community Foundation Of Northern Colorado Proclamation

Kristin Todd with the NoCo Foundation provided information on 50 Years of Philanthropy and the NoCo Pledge.

Mayor Karspeck read the Year of Philanthropy 2025 Proclamation aloud.

5.III.i. Outdoor Pool Concept Update

Deputy Town Administrator, Jeremy Olinger, provided an update on the outdoor pool concept.

Mayor Karspeck opened the item to public comment.
Lauren Roth spoke during public comment.

Trustee Ayers moved to direct staff to engage with BRS Architecture to complete full design and bid documents for future construction of the outdoor pool addition at the Recreation Center. Trustee Albrecht seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.IV. Harvest West Annexation Petition Finds Of Fact

Community Development Director, Anne Johnson, gave a presentation on the Harvest West Annexation Petition.

Mayor Pro-Tem Murphy moved to approve Resolution 2025-08, a Resolution of Substantial Compliance Regarding a Petition for Annexation filed by HT Land Partners, LLC and setting the matter for a Public Hearing on June 24, 2025. Trustee Ayers seconded the motion. In a 6-0 roll call vote, THE MOTION CARRIED.

5.V. Public Hearing - Amendment To Chapter 30 Regarding Natural Healing Centers And Natural Medicine Businesses

Community Development Director, Anne Johnson, gave a presentation on the amendment to Chapter 30 regarding Natural Healing Centers and Natural Medicine Businesses.

Mayor Karspeck opened the Public Hearing.
No one spoke during the Public Hearing.
Mayor Karspeck closed the Public Hearing.

Trustee Albrecht moved to approve Ordinance 1353, an Ordinance of the Board of Trustees, adopting the Town of Berthoud Natural Medicine Healing Centers and Natural Medicine Businesses Regulations as Section 14 in Chapter 30 of the Berthoud Municipal Code, amending the ordinance to exclude healing centers from being permitted within the Mountain Overlay District. With no second, THE MOTION FAILED.

Trustee Hardy moved to approve Ordinance 1353, an Ordinance of the Board of Trustees, adopting the Town of Berthoud Natural Medicine Healing Centers and Natural Medicine Businesses

Regulations as Section 14 in Chapter 30 of the Berthoud Municipal Code. Trustee Kurtz seconded the motion. In a 5-0 roll call vote, THE MOTION CARRIED, with Trustee Albrecht abstaining.

6. Elected Official Reports

Trustee Kurtz:

Kurtz reported that this will be his final meeting on the Town Board before he resigns.

Trustee Ayers:

Ayers provided updates on the Jaskowski property, the Arboretum project, and the Berthoud Market.

Trustee Albrecht:

Albrecht suggested stargazing areas for the Arboretum plan. Albrecht reported on Lemonade Day and on the Youth Advisory Commission's Youth Summit. Albrecht inquired about year-round bathroom access at town parks.

Mayor Pro-Tem Murphy:

Murphy reported on Lemonade Day and House Bill 25-1272. Murphy requested Town updates from Administrator Kirk.

Mayor Karspeck:

Karspeck reported on Lemonade Day, the Youth Summit and the Arbor Day celebration. Karspeck reported on a Dark Sky presentation at the library. Karspeck inquired about sheriff communications with the Berthoud Chamber regarding parade logistics.

Administrator Kirk:

Kirk thanked Trustee Kurtz for his service on the Town Board and reported on the following items:

- Lamp post lighting along Mountain Avenue
- The old Streets Building at 2nd & Welch, and possible plans to demolish
- A staff meeting with BATS representatives
- The upcoming May 22 CML District Meeting
- A recent Dark Sky Committee meeting
- An issue with dead trees along County Road 10E
- The purchase of the Sonoco building

Attorney Smith:

Smith thanked Trustee Kurtz for his service on the Town Board and reminded the Board that the vacancy must be filled within 60 days. The Board determined that the vacancy will initially be open to just the current Town committee and commission members.

7. Adjourn

The meeting was adjourned at 8:35 pm.

Berthoud Board Update

May 2025



June Events

JUNE 7: BERTHOUD DAY

Various Locations

Pancake Breakfast, Parade, Pickelball Tournament,
Music, Food Trucks, and Games.

Visit Berthoudcolorado.com for more information on this Berthoud tradition.



JUNE 14: ROAM & RUMMAGE

Berthoud Recreation Center Parking Lot
8:00 AM - 2:00 PM

The Town of Berthoud is holding its first annual Roam and Rummage Event. At the end of the event, sellers will have the option to donate any unsold goods to Habitat for Humanity. This event is perfect for both sellers looking to declutter and shoppers seeking unique finds!

BERTHOUD MARKET

EVERY SATURDAY
Berthoud Town Park
10:00 AM - 1:00 PM

This outdoor market featuring local vendors will be held at Berthoud Town Park every Saturday from June 14 until September 27.

FORESTRY / OPEN SPACE

Submitted By Paul Furnas, Town Forester

The Forestry and Open Space departments were focusing on getting projects done before irrigation gets turned on at the end of April and into May. Forestry staff finished up their structural pruning project on medium sized trees at town properties. They also finished irrigation projects at the Community Garden and Arbor Day planting areas at Pioneer Park. Forestry and Open Space staff helped prep supplies for the Berthoud Arbor Day celebration.

Forestry Staff planted 14 trees at the Dog Park after the new irrigation upgrade at the Park. Open Space staff kept working on Bike Park repairs and trail prep for the summer riding season. Besides a lot of work at the Bike Park during the month of April, Open Space staff started their mowing season in April as well as experimenting with some trail repairs along the Neilson Trail.



Open Space staff were experimenting with different trail resurfacing techniques at the Bike Park to get a high quality and consistent riding surface. Utilizing the Mule and the Water Truck, Open Space staff were able to get a very consistent, smooth, compacted riding surface on all of the big jump lines at the Bike Park



With wetting trail surfaces followed by rolling the jumps and landings with the Mule Open Space staff were able to turn dusty, loose jump landings to surfaces that almost seemed paved they were so smooth and hard packed.





Planting 14 new trees
at the Dog Park



Working with the soil stabilizer used at the Bike Park, Open Space staff added some hard packed and stabilized crusher fines underneath the trash cans located along the Neilson Trail and along the walking trail just north of the Dog Park.



First mow of the year at
Waggener Farm Park



Adding drip upgrades to
Pioneer Community
Garden



Preparing for Arbor Day

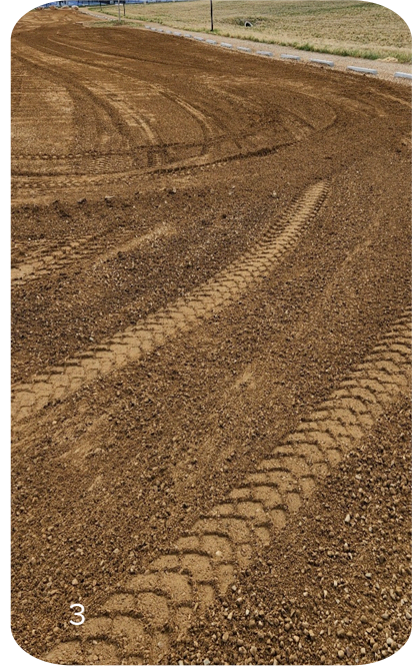


STREETS DEPARTMENT

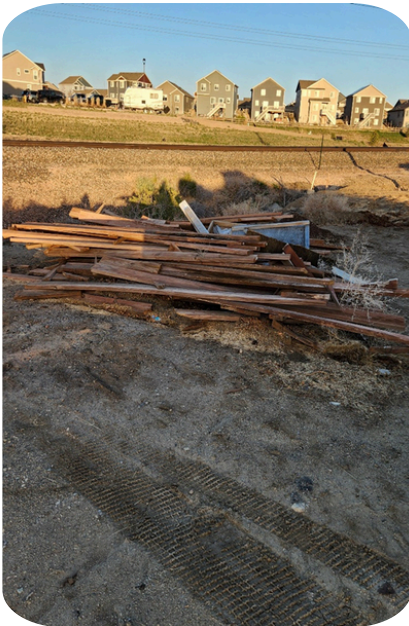
Submitted By Brandon Keegan, Streets Supervisor

In April, the Streets Department replaced street signs, completed monthly street sweeping, graded multiple roads, hauled wood to the landfill, and hauled illegally dumped tires to the recycling center in Hudson.

We also inspected mowing and striping equipment and began inventorying materials for upcoming summer projects.

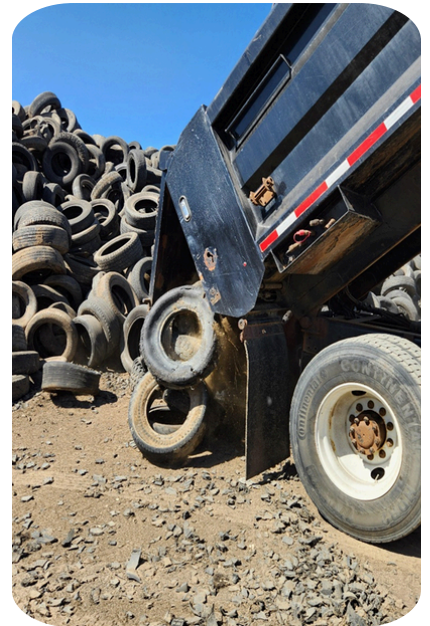


1) County Road 7 and Hyper Drive- The Streets crew had a request from URSA Major to replace the Ball Aerospace sign with Hyper Drive. (Get it? HYPER DRIVE!) 2) Streets crew grading the gravel road to the wastewater plant. 3) Grading the parking lot at the recreation center.



People dump items around town illegally.

We hauled wood to the landfill, and about 100 tires to the recycling center in Hudson.





1st Street- The Streets crew is adding road base along sections of 1st Street to prevent water from pooling onto the roadside



1 & 2) Nielsen Drainage Ditch- Street crew cleaning the ditch and gathering tumbleweeds 3&4) Sand Shed- Streets crew working together to screen asphalt millings, removing large chunks so the material can be used for alleys and shouldering throughout town



RECREATION

Submitted By Amanda Gustafson, Director of Recreation | Cultural Services

Operations, Memberships & Marketing

This past month, the Operations division focused heavily on staff development, policy improvements, and operational efficiency. We updated our onboarding to include new CPR and First Aid requirements. In addition, we launched a new key checkout system that has significantly reduced lost keys and were trained in Asana to better coordinate with the sports team. We also introduced a tracking method for specialty class drop-ins to reduce unnecessary cancellations, supported BYAC in preparing for their Youth Commission Conference, and attended multiple training and committee meetings to ensure we remain compliant, informed, and engaged.

Sports & Programs



Spring in Colorado is always an adventure, especially when it comes to running sports programs. We have had regular precipitation and lightning occurrences through our season which has delayed/cancelled games and practices. Even with the delays and unexpected schedule changes the seasons went well. The Waggener Fields have been full of youth practicing and playing games, we have 211 youth playing flag football, 312 playing youth soccer, 12 adult soccer teams, 96 playing youth volleyball, 15 adult volleyball teams, 8 adult kickball teams, and 12 adult pickleball teams. In addition, we have 54 youth in Little Strikers (soccer) and 24 in Little Lombardi's (football). The sports team also supported the Skate-a-palooza event and had the largest turnout of experienced skaters we have ever had for our competition



Fitness

April marked a strong rebound for the Fitness Department, particularly in personal training. After a slow first quarter, we hired two new personal trainers—Titus Cross and Autumn Redmond—which allowed us to accept more training packets and increase session availability.

Aquatics



April swimming lessons were full with all private swimming lessons being filled as well. No classes were cancelled. CARA swim had their swim meet in Thorton and are looking forward to their home meet against each other May 4th. The babysitter class ran for the first time with the upgraded material with 8 kids signed up and successfully completing the class. A part-time CPR class was conducted with 9 part-time staff being certified in CPR and FA.

The long-awaited addition of CO₂ to the pools was tested and permanently installed in April. This is believed to see a decrease in expenses with chemicals, but at the very least it is a safer chemical to be used when treating our PH levels.

Maintenance

To get ready for a busy summer season, various maintenance projects, including pool filter changes, gym repairs, child watch updates, and facility upgrades like new washer/dryer units and light fixtures were completed. Preventative maintenance, such as lubrication of fitness equipment and golf cart battery servicing, was also completed. Cooper Lighting visited and labeled indoor electrical devices, making troubleshooting easier moving forward. We finalized our Shutdown Checklist, contacted contractors for gym floor resurfacing, and resolved pressure issues in the locker room. A new exposure control plan was created to address bodily fluid cleanup procedures, and we completed our monthly vendor evaluations, identifying performance concerns with Holbrook. Our team also finalized fencing plans, coordinated with Long for HVAC fixes, and reorganized our Lost & Found system for improved front desk efficiency. We inspected event tents, launched planning for the upcoming Color Run, and conducted a walkthrough with the Prom Committee.



COMMUNITY DEVELOPMENT

Submitted By Anne Johnson, Planning Director

Building Division data for March 2025



New Residential

22 - March 2025

63- Year to Date



New Commercial

1 - March 2025

9 - Year to Date



Total Number of Permits

101 - March 2025



Total Valuation

\$16,239,713.74 - February



Engineering

Construction Site Inspections: 58

Town Projects Inspected: 50

Response to Citizen Questions: 6

MS4 Inspections: 14

ROW Inspections: 8

Planning

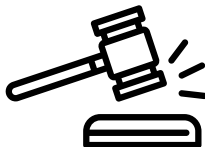
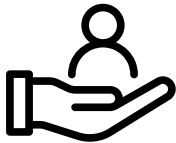
Public Assistance

Walk-ins : 7

Emails : 5112

Phone calls : 71

Site Visits : 3



Pre-Application meetings : 4

Public Hearings/Applications presented: 1

Codes/Comp Plan Action Items in-process: 2

Applications in Process: 24



PARKS / CEMETERY

Submitted By Sami Kouns, Parks Supervisor

Parks/Cemetery

The month of April was a very project forward month for the Parks/Cemetery Department. Some projects were simply started, like the leveling of Fickel Park, while others were finally completed after months of hard work, like the Pioneer Park Community Garden. In between all of the project work, preparations made for the upcoming reservation season and ballfield/field preps completed for spring sports games. The routine maintenance season is right around the corner and with that comes the conclusion of the project season for the Parks Department.



Parks – Community Garden Irrigation and Kiosk

April marked the conclusion of the Pioneer Park Community Garden reconstruction project. The final touches to the new irrigation system for the community garden were made, and a new display kiosk was installed on the Northeast side of the garden that will feature upcoming dates for Berthoud Local events.

A wooden frame was built around a metal display case to be put out at the Waggener pickleball courts. This kiosk will feature upcoming pickleball events as well as times when the courts are reserved or there is maintenance scheduled.



Parks – Pavilion/Facility Maintenance

With the spring weather in full swing, pavilions were prepped for the upcoming season of reservations and were all power washed. Graffiti was also addressed and either covered or removed on numerous Town of Berthoud properties.





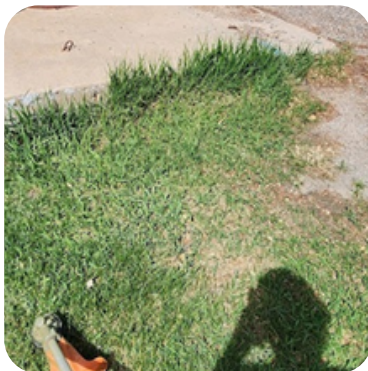
Parks/Cemetery – Ballfield Prep

Spring season also means spring sports programs. The Turf Tank robotic painter was used to paint all of the flag football and soccer fields at Waggener Farm Park Recreation Center and there were several baseball and softball game preps that took place in the month of April.



Parks/Cemetery – Fickel Park Leveling Project

A huge spring project that the Parks/Cemetery Department took on was the leveling and reseeding of Fickel Park. Topsoil was brought in to bring low areas up to grade, then the entire park was aerated and overseeded. Peat moss was added to the areas with the most topsoil to help promote seed growth and protect the grass seed from other elements, such as people, birds and even extreme weather.



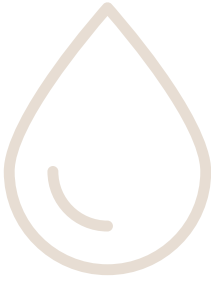
Cemetery – Mow/Trim All Sections and Burials

Fertilizer followed by rain and then water being turned on at the Green Lawn Cemetery led to explosive growth of the grass. Mowing and string trimming became a weekly occurrence that was tailored to accommodate the three burials that took place at the cemetery in April.



WATER / WASTEWATER

Submitted By Bryan Catron, Water Operations



Locates:

- 7 emergency locates
- 457 normal locates

New build construction, service calls, billing calls:

- 19 meters installed on new construction structures
- 18 new build inspections approved
- 8 service requests/usage investigations

General:

- Two service line repairs were completed with assistance from a plumbing contractor.
- Dam inspections have been completed with the State of Colorado at Berthoud Reservoir and Loveland Lake & Ditch Reservoir.
- Sewer back-up/capacity investigation- Reports of sewer back ups on newly installed section of sanitary sewer main between 3rd and 4th street. Newly constructed diversions opened 100% to allow diversion of flow which allowed the system to equalize and mitigate further back ups along this section.
- The Valving Improvement Program (VIP) is underway. We are finalizing requests for proposals and will be ready to take the project to bid soon.
- Staff is demoing an updated cable/pipe locator for our locating operation while the current equipment is undergoing routine maintenance and repair with the manufacturer.
- An additional All Materials Locator (AML) has been purchased and is already being utilized to locate hard-to-find, poor-conducting, or “lost” materials and assets in the field.
- Staff met with the City of Parker to discuss AML implementation in their system and the struggles with that implementation. Overall, we got a lot of good feedback on the system they are using (Xylem) and they were able to corroborate the manufacturer’s claims of certain capabilities.



The Water and Parks teams work together to solve long buried pipe mysteries.

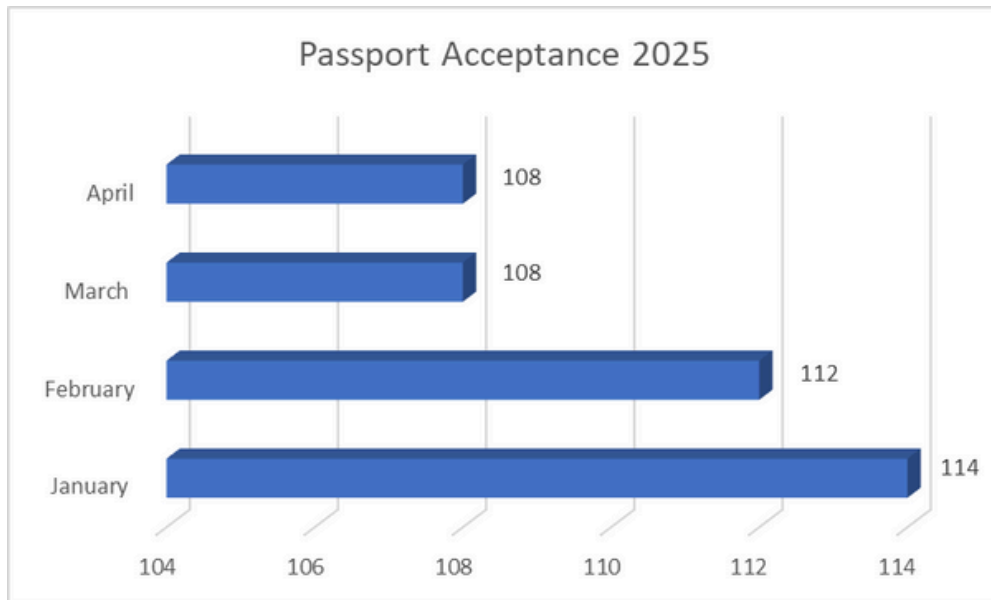


ADMINISTRATION

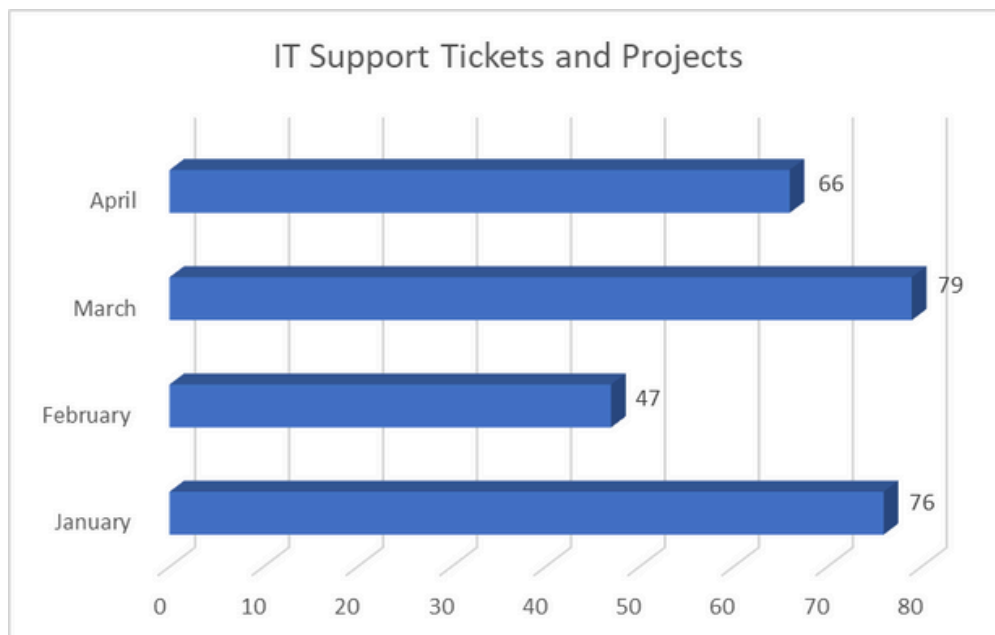
Submitted By Christian Samora, Town Clerk

Passport Acceptance

Passport acceptance application volumes remain strong in 2025. Appointments are generally available within the same week as scheduling. Staff often receives feedback that the Berthoud Acceptance Facility is the most responsive to appointment inquiries and always has staff available to assist with questions. Additional passport information can be found at www.berthoud.org/passports.



Information Technology



WORTH NOTING

Arbor Day

2025's Arbor Day celebration was a huge success. Forestry and the Tree Advisory Committee have been working on making Arbor Day in Berthoud a little bigger and better every year. With seven trees planted this year, Arbor Day's focus was getting people involved in the planting process. The weather ended up being perfect and we couldn't have hoped for a better crowd of people to help us plant trees. We hope to make this more of the tradition where Arbor Day is a chance to come plant a tree in the Berthoud community.

The 2025 Arbor Day Poster contest was a great turn out from both schools with 96 posters submitted between both schools.

These are the winners from each grade for 2025.



Welcome Welcome

New Code Compliance Specialist Hired

The Town of Berthoud is pleased to welcome a new Code Compliance Specialist, Seth Miller. Seth joins the Code Compliance team alongside Theresa Morgan to help maintain a beautiful community with a high quality of life. He brings with him a background in regulatory compliance and enforcement.



TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 27, 2025
Agenda Title/Subject:	Local Planning Capacity Grant award to the Town of Berthoud
Type of Item:	Consent Agenda
Purpose:	Board approval to accept grant award
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Resolution of acceptance
- State of Colorado Summary of Terms and Conditions
- Resolution 03 (2025)

BACKGROUND:

On March 11, 2025, the Town Trustees executed Resolution 03 (2025) authorizing staff to submit a grant application to DOLA for funds to accomplish the following tasks:

1. Develop workflow diagrams to help the development community understand the land use and building permit processes;
2. Identify funding sources for land and water banking;
3. Develop a workbook to assist developers who may want to include affordable housing products in their subdivision.

The Town received the grant in the amount of \$41,600.00. The local match is \$10,400 which has been included in the 2025 budget.

UPDATE/NEXT STEPS:

DOLA requests confirmation the Town will accept the grant funds.

FISCAL IMPACT AND FUND SOURCE:

The project is grant-funded at 80% with a 20% local match. The Community Development Department has funds to cover the 20% match in the 2025 budget. The project total is \$52,000 with a \$10,400 local match. Staff will retain a third-party consulting team to perform the work.

COMMUNITY TOUCHSTONES:

The ability for housing of all price points provides for support to strengthen the Town's sustainability and resiliency goals.

RECOMMENDED ACTION(S):

Staff requests the Trustees to accept the Local Planning Capacity Grant awarded to the Town to accomplish the goals stated in this staff report and authorize the Mayor to sign the attached resolution of acceptance.

**RESOLUTION NO. 10
SERIES 2025
TOWN OF BERTHOUD, COLORADO**

A RESOLUTION ACCEPTING THE LOCAL PLANNING CAPACITY GRANT

WHEREAS, the Colorado Division of Local Affairs recognizes the importance of housing diversity and affordability as an urgent matter in the State of Colorado and has established the local Planning Capacity Grant for communities who have made a commitment to Proposition 123; and

WHEREAS, the Town received a grant in 2024 through the Colorado Division of Local Affairs' More Housing Now program to perform a Housing Diversity study and create a Housing Diversity Plan for the Town; and

WHEREAS, the vision and values expressed in the 2021 update to the Comprehensive Plan align with the goals outlined in Proposition 123. These aligned values include strengthening the Town's sense of place, enhancing community identity, supporting community resilience and sustainability touchstones through housing diversity; and

WHEREAS, the Town of Berthoud intends to illustrate through this Resolution support for development of an expedited Site Plan Review process for developments containing more than 50% affordable and attainable housing to assist the Town to meet Proposition 123 commitments; and

WHEREAS, the Town of Berthoud received a Local Planning Capacity Grant to further housing diversity goals.

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

Section 1. That the Town of Berthoud hereby accepts the grant award to develop an expedited development review process for developments containing more than 50% affordable and attainable housing products as outlined in the grant award documents attached to this Resolution.

INTRODUCED, READ, ADOPTED, AND APPROVED on this 27th day of May, 2025.

TOWN OF BERTHOUD

By _____
William Karspeck, Mayor

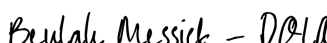
ATTEST:

By: _____
Christian Samora, Town Clerk

State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number LPC-25-061	CMS Number 198970
Grantee Town of Berthoud	Grant Award Amount \$41,600.00	Retainage Amount \$2,080.00
Project Number and Name LPC-25-061 - Berthoud - Fast Track Process Development and Guidelines	Performance Start Date The later of the Effective Date or May 06, 2025	Grant Expiration Date June 30, 2026
Project Description The Project consists of hiring consultants to implement the Town’s Housing Diversity Plan, amend the Land Development Code, create an expedited review guidebook, identify funding to support a land and water banking program, and adoption / implementation of a system to expedite the development review process for affordable housing projects, and generally advance affordable housing goals in Berthoud, Colorado.	Program Name Local Planning Capacity Grant Program (LPC)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)	Funding Account Codes CTGG1 NLAA 202500004006	
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)	VCUST# 14183	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER Signed by:  8E76B6B1F00D49E... By: Robyn DiFalco, LPC Program Manager Date: 5/12/2025 10:59 AM MDT	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director Signed by:  590E1B45E7884A4... By: Maria De Cambra, Executive Director Date: 5/12/2025 12:34 PM MDT
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: 5/12/2025 5:46 PM MDT	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

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B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) *et. seq.* (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Budget”** means the budget for the Work described in **Exhibit B**.
- B. “Business Day”** means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. *Reserved.***
- D. “CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. “Grant” or “Intergovernmental Grant Agreement”** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. “Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- H. “Performance Start Date”** means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- I. “Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. Exhibit B, Scope of Project**
 - ii. Exhibit G, Form of Option Letter**
- J. “Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.
- K. *Reserved.***
- L. *Reserved.***
- M. “Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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- N. **“Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- P. **“Matching Funds”** or **“Other Funds”** means funds provided by the Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. *Reserved.*
- V. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. *Reserved.*
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. *Reserved.*
- DD. *Reserved.*
- EE. *Reserved.*
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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GG. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The purpose of the Local Planning Capacity Grant Program is to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for affordable housing projects. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. *Reserved.*

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs if those costs are: **(a)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

8. REPORTING – NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in §7.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless

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the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI (payment card information) Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information (CJI) Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act (HIPAA) for all protected health information (PHI) and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State

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Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifiable Information (PII)

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification on an annual basis, attached as an exhibit, if applicable. Grantee's duty and obligation to certify as set forth in the exhibit shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

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from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or

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condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

18. GENERAL PROVISIONS**A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

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G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in §19 of the main body of this Grant;
- ii. Any executed Option Letter and Amendment;
- iii. The provisions of this Intergovernmental Grant Agreement; and
- iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Reserved.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Intergovernmental Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Intergovernmental Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. “Fast Track” or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of hiring consultants to implement the Town’s Housing Diversity Plan, amend the Land Development Code, create an expedited review guidebook, identify funding to support a land and water banking program, and adoption / implementation of a system to expedite the development review process for affordable housing projects, and generally advance affordable housing goals in Berthoud, Colorado.

2.2. Work Description. The Town of Berthoud (“Grantee”) will hire qualified consultants to implement a system to expedite the development review process, by creating a guidebook with process flow diagrams for planning, engineering, and building permit processes, and facilitate engagement workshops with builders and developers. Work also includes: identifying funding resources for a land and water banking program, implementing the Housing Diversity Plan, and tracking/documentation of Prop 123-related efforts (such as unit count or fast track compliance). Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee’s affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: Consultant fees, RFP/bid advertisements, and attorney’s fees.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-

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development costs, lobbying, entertainment, food, or other items typically not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. “Consultant Services” means consultant fees, RFP/bid advertisements, and attorney’s fees.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completion of the expedited review guidebook, documentation of efforts to implement the Housing Diversity Plan, submission of any Grant-related reports or work project funded by this award, documentation from community engagement outcomes and implementation of a system to expedite the development review process for affordable housing projects and/or achieve Proposition 123 requirements in Berthoud, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the Town of Berthoud, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects (template provided by DOLA)	Within 1 month after execution of this grant agreement
Begin procurement process or Contractor mobilization	Within 3 months after execution of this grant agreement
Provide DOLA with a copy of Grantee’s Consultant Agreement or its Scope of Work.	Within 14 days after contractor agreement is signed
Submit draft policy documents and/or expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing
Documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing	Within 30 days after formal adoption.
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2026

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such

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change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Anne Johnson, Community Development Director, (ajohnson@berthoud.org), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Chris Kirk, Town Administrator, (ckirk@berthoud.org). Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Program Manager: Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us).

5.5. DLG Program Assistant: Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

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6.1. Matching/Other Funds. Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$52,000	\$41,600	\$10,400	Grantee
	Total	\$52,000	\$41,600	\$10,400	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$39,520	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,080	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$41,600	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding

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certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1.Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2.Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3.Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)		
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)		
Funding Account Codes Enter CTGG1 number	Program Name Local Planning Capacity Grant Program (Acctg Dropdwn LPC)	
Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Maria De Cambra, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.
STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____

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1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	By:
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 30, 2028	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)				
-----------------------	--	--	--	--

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Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or [REDACTED], whichever is later.

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**RESOLUTION NO. 03
SERIES 2025
TOWN OF BERTHOUD, COLORADO**

**A RESOLUTION SUPPORTING THE APPLICATION BY THE TOWN OF BERTHOUD TO
THE DIVISION OF LOCAL AFFAIRS AND SPECIFICALLY
THE LOCAL PLANNING CAPACITY GRANT**

WHEREAS, the Colorado Division of Local Affairs recognizes the importance of housing diversity and affordability as an urgent matter in the State of Colorado and has established the Local Planning Capacity Grant for communities who have made a commitment to Proposition 123; and

WHEREAS, the Town received a grant in 2024 through the Colorado Division of Local Affairs' More Housing Now program to perform a Housing Diversity study and create a Housing Diversity Plan for the Town; and

WHEREAS, the vision and values expressed in the 2021 update to the Comprehensive Plan align with the goals outlined in Proposition 123. These aligned values include strengthening the Town's sense of place, enhancing community identity, supporting community resilience and sustainability touchstones through housing diversity; and

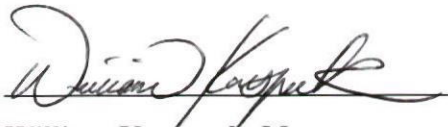
WHEREAS, the Town of Berthoud intends to illustrate through this Resolution support for development of an expedited Site Plan Review process for developments containing more than 50% affordable and attainable housing to assist the Town to meet Proposition 123 commitments; and

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

Section 1. That the Town of Berthoud hereby supports the grant application and efforts to develop an expedited development review process for developments containing more than 50% affordable and attainable housing products. The Town of Berthoud will also seek support in identifying grant opportunities for land and water banking.

INTRODUCED, READ, ADOPTED, AND APPROVED on this 11th day of March, 2025.

TOWN OF BERTHOUD

By 
William Karspeck, Mayor

ATTEST:

By:


Christian Samora, Town Clerk



BOARD OF TRUSTEES INFORMATION

COMMUNITY DEVELOPMENT DEPARTMENT



Meeting Date:	May 27, 2025
Agenda Title/Subject:	Consideration of Adoption of a Resolution of Substantial Compliance regarding a petition for Annexation filed by TTLC Management, Inc. and setting the matter for a public hearing, Resolution Number 09 (Series 2025)
Type of Item:	Regular Item
Purpose:	Consider acceptance of an Annexation Petition and setting a public hearing date for August 12, 2025
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- Resolution 09 (Series 2025)
- Letter of Intent
- Vicinity Map
- Annexation Petition, legal description and mapping for Annexations 1 and 2

BACKGROUND:

The applicant, TTLC Management, Inc. submitted a petition to annex approximately 63 acres of land generally located west of and adjacent to Highway 287 and approximately 880 feet south of 42nd Street/ State Highway 60. The property is in unincorporated Larimer County, Colorado.

The purpose of this particular agenda item is to establish that the Petition was filed correctly and that there is an interest to hear the Annexation request by establishing a public hearing in accordance with Colorado Revised Statutes (C.R.S.) and the Municipal Code Section 30-8-104.B.3. This particular agenda item does not consider the merits of the Annexation, zoning request or the neighborhood master plan. These items will be discussed at the future public hearing. This particular agenda item only sets the record that the Annexation Petition has been filed correctly, that there exists an interest in annexation, and to establish a public hearing date to hear the details of the proposed project.

Findings of compliance with the adequacy of filing the petition and establishing an interest in hearing the request are found below:

1. Staff has reviewed the application materials submitted and find they are in substantial compliance with Section 30-8-103 of the Municipal Code. Staff further finds the Petition submitted substantially complies with the criteria established in C.R.S. § 31-12-104 for annexation eligibility as follows:

- a. That not less than 1/6 of the perimeter of the area proposed for annexation is contiguous with the Town of Berthoud.
 - i. Staff has found that the applicant's proposal to annex State Highway 287 right-of-way is the method proposed to reach the contiguity requirements. If the right-of-way is not annexed, contiguity would not be met.
 - ii. Annexation 1 is the proposed annexation of State Highway 287 right-of-way (10,665 feet of State Highway 287 right-of-way). Contiguity requirements are a minimum of 1,777.45 feet. The applicant is proposing 1,777.48 feet of contiguity which meets the 1/6th requirement.
 - iii. Annexation 2 is the proposed property with a boundary/perimeter of 7,073.311 feet of which 1,178.978 are contiguous with Annexation 1. This contiguity equates to more than the 1/6th requirement (1,178.885) with 1,178.978 feet.
 - iv. Annexation of right-of-way is a common practice to achieve contiguity.
- b. That a community of interest exists between the area proposed to be annexed and the annexing municipality; that the area is urban or will be urbanized in the near future; and that area is integrated with or is capable of being integrated with the Town of Berthoud.
 - i. The fact that the area proposed for annexation has the contiguity with the Town of Berthoud shall be one basis for finding of compliance with these requirements. Staff has found that the contiguity requirement has been met according to the statements made above.
 - ii. The Town of Berthoud's Comprehensive Plan Future Land Use Map has depicted this property as Suburban Residential. The applicant is proposing Suburban Residential development. The development merits are not being discussed at this meeting and will be reserved for future meeting discussions.
 - iii. The Town's sanitary sewer system is currently operating at or near capacity. Expansion of capacity is contingent upon completion of the Bacon Lake Interceptor Project (BLIP), which is not yet fully funded or guaranteed, as it depends on easement acquisition and cost participation from developments. While the applicant may propose to construct the necessary off-site improvements to support sewer service, the Town cannot commit to the timing or feasibility of extending sanitary sewer service until the BLIP project is actively moving forward. The Town encourages the applicant to explore funding and construction of necessary off-site improvements.
 - iv. The applicant is proposing that water service be obtained from Little Thompson Water District and the Town does not object.
 - v. The applicant recognizes all infrastructure improvements will be at their cost to serve this proposed project.

Should the Town Trustees proceed to establish a date for a public hearing to consider the annexation, a zoning application along with a Neighborhood Master Plan, these three applications will be presented to the Planning Commission and the Town Trustees in a public hearing setting. It is at this time that both the Trustees and Planning Commission will take public testimony.

Municipal Code Section 30-8-104.B.3 outlines the steps that the Town Board of Trustees must take to determine if the submitted Annexation Petition is in substantial compliance with the Colorado Annexation Act, as follows:

- a. If the petition is found to be in substantial compliance with C.R.S. § 31-12-107, as amended, the Town Board may, by the adoption of a Resolution of Substantial Compliance, set the annexation (and zoning if requested) for public hearing on a specified date, time, and place, not less than 30 days nor more than 60 days from the effective date of the Resolution, subject to compliance with C.R.S. § 31-12-108, as amended.
 1. Staff has found that the Annexation Petition filed is in substantial compliance with the requirements for annexation petition application materials found in C.R.S. § 31-12-107.
- b. If the petition is found to not be in compliance with the Act, no further action shall be taken, except that the determination shall be made by resolution of the Town Board.
- c. The Resolution is written to accept the Petition and initiate annexation proceedings, however, should the Trustees determine conclusively that no community of interest exists between the area proposed to be annexed and the Town at this time, or that the area is not capable of being integrated with the Town, or that the area will not be urbanized in the future, the Trustees may find that the requirements of C.R.S. § 31-12-104 have not been met and therefore annexation proceedings shall not be initiated.

UPDATE/NEXT STEPS:

Should the Town Board of Trustees find the annexation petition has been filed correctly and that there is an interest to hear the Annexation request, the Trustees shall establish a public hearing date of August 12, 2025. It is at this public hearing where the merits of the application request including the annexation, change of zone and neighborhood master plan will be reviewed and public testimony is taken.

FISCAL IMPACT AND FUND SOURCE:

There is no negative fiscal impact to the Town by reviewing the Annexation Petition.

COMMUNITY TOUCHSTONES:

The 2021 Comprehensive Plan Future Land Use Map identifies this property as being compatible with future suburban residential development. Adherence to 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 new vision for the future of Berthoud reflecting community values. In addition, the applicant shall be held accountable in achieving the goals and action items outlined in the plan. Should the Board of Trustees set a public hearing date, staff will evaluate the submitted application materials for an annexation, change of zone and master development plan to ensure substantial compliance with Colorado Revised States and the Municipal Code processing standards, as well as with the vision of the 2021 Comprehensive Plan and the Design Standards found in 30-2-102 of the Municipal Code. By doing so, the applications will also be evaluated to meet the community touchstones of maintaining community identity, resiliency and sustainability.

Should the Board of Trustees set a public hearing date, staff will evaluate the submitted application materials for an annexation, change of zone and neighborhood master plan to ensure substantial compliance with Colorado Revised States and the Municipal Code processing standards, the intent of the vision established in the 2021 Comprehensive Plan, and the Design Standards found in 30-2-102 of the Municipal Code. By doing so, the applications will also be evaluated to meet the community touchstones of maintaining community identity, resiliency and sustainability.

RECOMMENDED ACTION(S):

Staff has found that the Annexation Petition was filed correctly and is substantially compliant with C.R.S. 31-12-107 and 31-12-108 as well as Sections 30-8-103 and 30-8-104 of the Municipal Code and requests the Trustees to set August 12, 2025 as a public hearing date to evaluate the Annexation, Change of Zone and the Neighborhood Master Plan.

It should be noted that Staff is concerned with the timing of the application submittal due to challenges in providing sanitary sewer service to the project. The applicant has acknowledged they are financially responsible for all off-site improvements and system improvements necessary for developing the site.

The following motions are provided for consideration:*Approval*

I move to approve Resolution Number 09-2025, a Resolution of Substantial Compliance Regarding the Petition for Annexation Filed by TTLC Management, Inc. and Setting the Public Hearing on August 12, 2025.

Denial

I move for a determination that the requirements of C.R.S. § 31-12-104 have not been met and therefore annexation proceedings shall not be initiated.

RESOLUTION NUMBER 09

(SERIES 2025)

A RESOLUTION OF SUBSTANTIAL COMPLIANCE REGARDING PETITION FOR
ANNEXATION FILED BY TTLC MANAGEMENT, INC. AND SETTING THE MATTER
FOR A PUBLIC HEARING

WHEREAS, TTLC Management, Inc. as property owner (the “Petitioner”), filed with the Town Clerk a Petition to Annex property on April 1, 2025; and

WHEREAS, Petitioner has filed the application for annexation following said Petition for Annexation being found to be in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes by the Town Board of Trustees on April 1, 2025; and

WHEREAS, at its meeting held May 27, 2025, the Town Board of Trustees of the Town of Berthoud has considered whether to initiate annexation proceedings and whether the Petition is in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes.

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

1. The Town Board of Trustees hereby finds that the Petition substantially complies with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes and that annexation proceedings should be initiated upon the Petition of the following described territory to the Town: An approximately 63-acre property commonly known as Parcel Number 9402100937, further described in Exhibit A, and generally located approximately 880 feet south of 42nd Street SW/State Highway 60 and west of and adjacent to State Highway 287, in Larimer County, Colorado.
2. 6:30 P.M. on August 12, 2025 is thereby established as the date and time, and Berthoud Town Board of Trustees Chambers, 807 Mountain Avenue, Berthoud, Colorado, as the place for a public hearing to be held to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said statutes.

MOVED, SECONDED AND ADOPTED BY THE TOWN BOARD OF TRUSTEES
OF THE TOWN OF BERTHOUD, COLORADO THIS 27th DAY OF MAY, 2025
AND MADE EFFECTIVE THE 13th DAY OF JUNE 2025.

TOWN OF BERTHOUD

By _____

William Karspeck, Mayor

ATTEST:

By: _____

Christian Samora, Town Clerk

Published in the

First Publication: _____, 2025

Second Publication: _____, 2025

Third Publication: _____, 2025

Fourth Publication: _____, 2025

EXHIBIT A

Legal Description of Territory Proposed to be Annexed

April 3, 2025
Town of Berthoud
807 Mountain Avenue
Berthoud, CO 80513

**RE: Broadmeadow Annexation, Zoning, and Neighborhood Master Plan
Southwest Quadrant of Hwy 287 & 42nd Street SW
Loveland/Campion/Larimer County, CO
Letter of Intent (Application for Annexation)**

To Whom it May Concern –

The True Life Companies is a real estate investment company based in Denver, Colorado focused on delivering attainable housing primarily located in underserved, high barrier to entry, infill properties throughout the country. We currently have offices located in Utah, Texas, California, and North Carolina.

The True Life Companies has entered into a contract with The Rocky Mountain Conference of Seventh Day Adventists (RMCSDA) to purchase approximately 63 Acres located at 300 42nd Street SW, Loveland, CO. The property is generally located in the southwest quadrant of the intersection of County Road 14 (42nd Street SW) & State Hwy 287 more specifically identified by Larimer County as APN 94021-00-937. The property is currently vacant undeveloped land previously used for agricultural purposes. While the property is currently located in Larimer County, Zoned UR-2(Urban Residential) and is addressed as Loveland, Colorado we are proposing annexation and zoning into the Town of Berthoud. This is based on adjacency to the Town of Berthoud, inclusion in the Town of Berthoud Growth Management Area as shown on the Future Land Use Plan Map, and existing utilities in the area.

The Town of Berthoud's Future Land Use Plan Map/Comprehensive Plan identifies the property as a combination of suburban and urban residential. We anticipate requesting a zoning designation of R-2 which is consistent with the Future Land Use Plan Map and would allow for the proposed residential development. Based on our review of materials found online we do not believe the property is included in an overlay district, but would be subject to transportation and trail master plans.

The Suburban Residential Character District is intended to provide for neighborhoods with primarily single-family detached, single-family attached, and affordable housing options. The Urban Residential Character District focuses on human-scale design and incorporates "New urbanism" planning and design principles such as: walkable blocks and streets, housing and shopping in close proximity, and accessible public spaces. The subject property envisions a neighborhood which is exemplified by these principles. A variety of single-family housing is planned with well-connected parks and green spaces among walkable streets and trails.

While our request for annexation & zoning includes the entire 63 Acres, the accompanying Neighborhood Master Plan is for the north side of the Home Supply Ditch only. We anticipate a two-phased development with the first phase being north of the existing Home Supply Ditch and second phase south of the existing Home Supply Ditch as it exists at this time. Please see the accompanying Neighborhood Master Plan which depicts 198 total residential lots in a combination of sizes intended for both attached and detached residential products.

The Town of Berthoud's Land Development Code Section 30-2-116 Residential Design Standards outlines standards for single-family dwellings. A mix of permitted housing types are to include a minimum of three housing diversity types in residential developments containing more than 30 acres including plans that are part of a phased overall development. A fourth housing type may be added should the future phase and acreage of the property develop.

A total of 198 units are proposed for the initial phase of development, with the proposed lot sizes as follows:

- 82 single-family detached units which are sized 40'W x 100'D (42% of the total)
- 46 single-family detached units which are sized 50'W x 100'D (23% of the total)
- 70 alley-loaded single-family attached duplex units which are sized 30'W x 85'D (35% of the total)

We believe the proposed lot sizes are consistent with existing Comprehensive Plan, proposed R-2 zoning, and market expectations for the area relative to for-sale housing

The current Title Commitment does not reflect any existing easements, but please note that the concept plan does take into account anticipated prescriptive easement for the existing Home Supply Ditch, realignment of both the Campion and Hankins laterals, and expected setbacks. We have also accounted for a 30' easement to accommodate existing sanitary sewer that roughly parallels the northeast corner and eastern edge of the property.

The proposed 198 units requires six Subdivision Identity Elements. Should the future phase develop, and additional units are added, additional elements will be included as appropriate. The available Subdivision Identity Elements at this time are as follows:

- Trails*
- Pocket Park*
- Artwork
- Playground*
- Community Gardens*
- Pollinator Gardens*
- Entryway*
- Buffer Areas*
- Fencing and Walls
- Usable Detention Areas
- Existing Trees
- Usable Open Space
- Alley Loaded Street

* potential subdivision elements for this development, to be determined at the time of plat

The subject property lies directly to the east of a planned regional trail that runs adjacent to the railroad. Several connection points to this trail are proposed which allow residents to circulate through the site to the internal parks and open spaces as well as to utilize the regional trail for access to the surrounding opportunities when those connections outside of the development are created. These internal and future connections help to achieve the goals of the Trails and Open Space Master Plans. A variety of experiences cater to all interests,

including accessibility for various needs. The ability to connect within the development, to adjacent neighborhoods, or regionally promotes an active and healthy trail system experience.

Due to existing site constraints to the West (Burlington Northern – Santa Fe RR), North and South (existing residential development) primary access will come via the Hawg Wild frontage road on the west side of Hwy 287 located immediately east of the property. We have met with CDOT to discuss access alignment and spacing relative to existing Access Control Plan for Hwy 287. The results of those discussions and subsequent Traffic Impact Study are reflected in the accompanying Neighborhood Master Plan. Given the expected size of the development along with the adjacency to a state highway we have completed a full Traffic Impact Analysis for review by both the Town of Berthoud and CDOT. We have also incorporated an Emergency Vehicle Access (EVA) only at the northern edge of the property adjacent to existing ROW.

Sanitary sewer and domestic water are both available near the eastern edge of the property adjacent to Hwy 287. Additional details regarding existing water and sewer availability and proposed upgrades to existing infrastructure have been outlined in the Annexation Assessment Report included with our application materials. Please note that the property is currently included in the service area for Little Thompson Water District and that they have provided a Commitment Letter to provide water service based on the completion of certain off-site improvements as needed to provide sufficient fire flow to the development. It should also be noted that this property has not been historically irrigated and therefore no historical water rights are associated with this property. It is our intent to pursue the fee-in-lieu option through the water district to satisfy water dedication requirements. We have received Will Serve Letters from Xcel Energy indicating ability to provide electric and gas service to the property.

Based on the geotechnical report, materials consist of topsoil and clay overlying sedimentary bedrock and as such we do not believe there to be any commercial mineral deposits on site. No areas of geological hazard are present on the site.

Stormwater runoff across the Site will be conveyed through street sections to inlets, ultimately discharging into water quality and detention ponds tentatively planned for the northwest and southeast corners of the Site. Discharge from the onsite ponds will follow existing drainage patterns and outfall at the prescribed historical rates. Stormwater management during construction will follow best management practices outlined in the construction plans. The water quality and detention facilities will incorporate permanent water quality features.

The Broadmeadow development is within the Thompson School District. Broadmeadow is included in the attendance boundaries of Carrie Martin Elementary School, Bill Reed Middle School, and Thompson Valley High School. Based on calculations provided by the district Broadmeadow would be expected to add 37 elementary, 23 middle school, and 31 high school students to the district. Per the district, these impacts to the Thompson Valley School District will be accommodated through the fee-in-lieu due at the time of application for a building permit for each residence. The current impact fee for single family residential is \$1,382.00/unit. No additional land dedication will be required by the district.

Please see below for contact information for both The True Life Companies (TTLIC) as well as the current property owner.

Zell O. Cantrell, Director of Land Use Entitlements
1601 19th Street, Suite 550
Denver, CO 80202
303-437-4948
zcantrell@thetruelifecompanies.com

Mary Lynn Green
The Rocky Mountain Conference of Seventh-Day Adventists
2520 S. Downing Street
Denver, CO 80210
marylynn@rmcsda.org

Thank you in advance for your consideration. Please let us know if you have any questions or require additional information. We look forward to working with the Town of Berthoud to bring a much needed residential project to the area.

Sincerely,

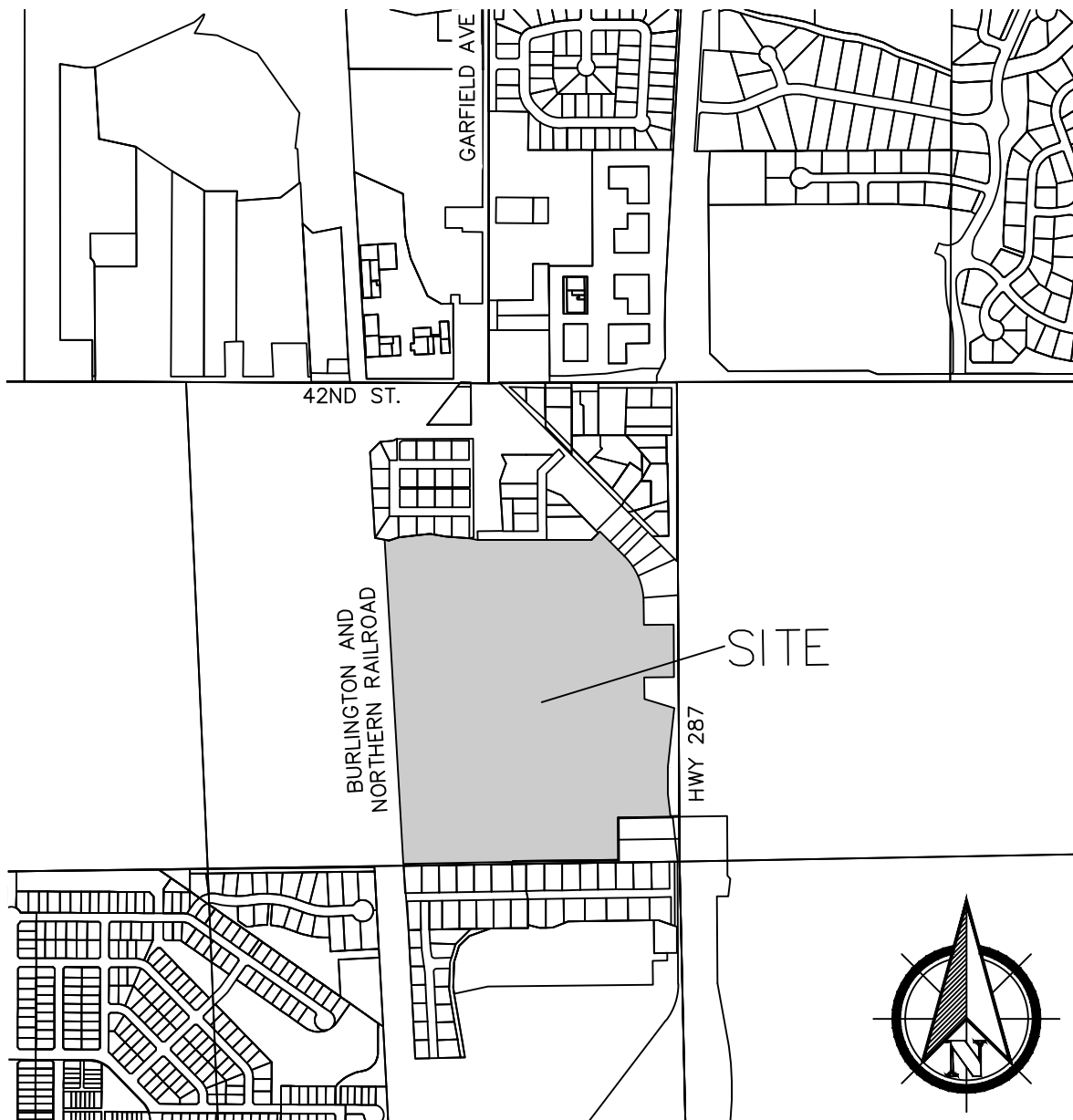
The True Life Companies

Zell O. Cantrell
Director of Land Use Entitlements

I:\JOB FOLDERS\5188-0001\SURVEY\06 CAD\WORKING FILES\5188-0001_BROADMEADOW_FIRST_ANNEXATION_VIC_MAP PRINTED ON: 3/13/2025 9:09 AM

ANNEXATION MAP
BROADMEADOW - PARCEL 9402100937 ANNEXATION
TO THE TOWN OF BERTHOUD

LOCATED IN THE NORTHEAST 1/4, SECTION 2, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF LARIMER, STATE OF COLORADO



7800 E. Union Avenue
Suite 575
Denver, CO 80237
303-390-8510
www.lja.com

BROADMEADOW ANNEXATION
VICINITY

NE1/4, S2, T4N, R69W

Prepared: BTO
Approved: JRM

Horiz. Scale: 1"=1000'
Vert. Scale: N/A

Job No.: 51800-0001
Date: 3/13/2025

Sheet: 1 of 1

Broadmeadow – U.S. Highway 287
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 10, 2025, our petition for annexation is filed with the Town of Berthoud.

CONTIGUITY:

1. The perimeter of the proposed annexation has a distance of 10,664.788 feet of which 1,777.480 are contiguous to the existing Town Limits of Berthoud.
2. This contiguity results in a minimum of 16.667% of the perimeter (at least 1/6) of proposed annexation being contiguous to the Town of Berthoud.
3. The proposed annexation contains approximately 40.135 acres.
4. The requirements of §31-12-104 and §31-12-105 C.R.S., 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 portion of U.S. Highway 287 is within the Town’s Growth Management Area.
 - b. A community of interest exists between the territory and the Town of Berthoud. This portion of U.S. Highway 287 is a natural extension of roadway to be incorporated into the Town.
 - c. The territory is integrated or capable of being integrated with the Town of Berthoud. Portions of U.S Highway 287 are already integrated into the Town of Berthoud this annexation will just extend the length of U.S. Highway 287 that is officially located in the Town. Like the portions of U.S. Highway 287 currently within the Town this portion will continue to be maintained by CDOT and not result in additional Town maintenance responsibilities.
 - d. The territory is urban or will be urbanized shortly. This portion of U.S. Highway 287 is currently built to its intended capacity.
 - 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. This portion of U.S. Highway 287 is intended to be annexed in a single segment of roadway.

- f. No proceedings for annexation of the land described in this Petition have been commenced for annexation to another municipality. This portion of U.S. Highway 287 is not in process with any other municipality.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).
11. 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.
12. 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.

13. 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.
14. The Petitioners agree to satisfy the public land dedication and landscaping requirements specified in the Town's Development Code.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.

Darin Gottfried
Petitioner

04/01/2025
Date

Haremy Cordova
Petitioner

04/01/2025
Date

EXHIBIT A
BROADMEADOW – U.S. HIGHWAY 287
LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 2 AND THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED BEARS SOUTH 00°28'05" EAST FROM A FOUND A 2 3/8" ALUMINUM PIPE AND A 3 1/4" ALUMINUM CAP IN MONUMENT BOX AT THE NORTHEAST CORNER OF SECTION 2 TO A 3/4" REBAR AND A 2 1/2" ALUMINUM CAP IN MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND WITH ALL BEARINGS RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2;
THENCE SOUTH 89° 14' 10" EAST, ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2489.02 FEET;
THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 56.17 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89° 14' 10" EAST, A DISTANCE OF 311.15 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 287;
THENCE ON SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. THENCE SOUTH 00° 27' 53" EAST, A DISTANCE OF 244.80 FEET;
2. THENCE SOUTH 00° 26' 05" EAST, A DISTANCE OF 93.59 FEET;
3. SOUTH 43° 13' 22" EAST, A DISTANCE OF 24.47 FEET;
4. THENCE SOUTH 06° 29' 30" WEST, A DISTANCE OF 100.70 FEET;
5. THENCE SOUTH 89° 11' 17" WEST, A DISTANCE OF 64.48 FEET;
6. SOUTH 00° 26' 05" EAST, A DISTANCE OF 496.46 FEET;
7. THENCE SOUTH 10° 30' 31" EAST, A DISTANCE OF 364.15 FEET TO A POINT ON A NON-TANGENT CURVE;
8. THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 19° 19' 41", A RADIUS OF 1818.48 FEET, AN ARC DISTANCE OF 613.44 FEET, A CHORD BEARING SOUTH 01° 37' 56" WEST, AND A CHORD DISTANCE OF 610.54 FEET TO A POINT OF NON-TANGENCY;
9. THENCE SOUTH 12° 45' 38" WEST, A DISTANCE OF 626.09 FEET;
10. THENCE SOUTH 48° 45' 51" WEST, A DISTANCE OF 84.24 FEET TO THE BOUNDARY OF FIRST SWING FIRST ANNEXATION - SERIAL NO.3 RECODED AT RECEPTION NO. 2014002773;

THENCE ON SAID BOUNDARY OF FIRST SWING FIRST ANNEXATION - SERIAL NO.3 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. NORTH 00° 26' 02" WEST, A DISTANCE OF 40.63 FEET;
2. THENCE SOUTH 89° 33' 58" WEST, A DISTANCE OF 60.00 FEET;
3. THENCE NORTH 65° 51' 45" WEST, A DISTANCE OF 49.28 FEET;
4. THENCE NORTH 07° 10' 13" WEST, A DISTANCE OF 140.32 FEET;
5. THENCE NORTH 67° 00' 58" WEST, A DISTANCE OF 102.98 FEET;
6. THENCE SOUTH 48° 43' 00" WEST, A DISTANCE OF 376.45 FEET;
7. THENCE SOUTH 77° 08' 45" WEST, A DISTANCE OF 664.61 FEET;
8. THENCE NORTH 89° 18' 37" WEST, A DISTANCE OF 342.95 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE COLORADO AND SOUTHERN RAILROAD RECORDED AT BOOK 345 AT PAGE 567;

THENCE NORTH 03° 15' 48" WEST, ON SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 482.02 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID STATE HIGHWAY 287;

THENCE ON SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE NORTH 81° 18' 13" EAST, A DISTANCE OF 498.11 FEET;
2. THENCE NORTH 50° 49' 48" EAST, A DISTANCE OF 388.03 FEET;
3. THENCE NORTH 37° 05' 04" EAST, A DISTANCE OF 969.74 FEET TO A POINT OF CURVATURE;
4. THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 37° 31' 07", A RADIUS OF 338.76 FEET, AN ARC DISTANCE OF 221.83 FEET, A CHORD BEARING NORTH 18° 19' 31" EAST, AND A CHORD DISTANCE OF 217.89 FEET TO A POINT OF TANGENCY;
5. THENCE NORTH 00° 26' 02" WEST, A DISTANCE OF 708.25 FEET;
6. THENCE NORTH 06° 32' 05" WEST, A DISTANCE OF 242.57 FEET TO THE BOUNDARY OF A PARCEL RECORDED AT RECEPTION NUMBER 20090023316;

THENCE ON SAID BOUNDARY AT RECEPTION NUMBER 20090023316 AND A BOUNDARY AT RECEPTION NUMBER 20230047742 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 307.10 FEET;
2. THENCE SOUTH 00° 23' 20" EAST, A DISTANCE OF 241.73 FEET TO THE SOUTH LINE OF THE AFORESAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89° 10' 27" WEST, ON SAID SOUTH LINE, A DISTANCE OF 625.64 FEET;

THENCE NORTH 00° 49' 33" WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH 89° 10' 27" EAST, A DISTANCE OF 620.68 FEET;

THENCE NORTH 00° 23' 20" WEST, A DISTANCE OF 241.74 FEET;

THENCE NORTH 89° 14' 10" EAST, A DISTANCE OF 311.56 FEET TO THE POINT OF BEGINNING.

SUPPLEMENT TO *BROADMEADOW – U.S. HIGHWAY 287* PETITION FOR ANNEXATION

The undersigned petitioners are requesting annexation by the Town of Berthoud of property of which they are 100% owners, excluding public streets, alleys, roads and easements. 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.

Section 1 – Capital Investment Fee

The petitioners are aware that Berthoud has enacted fees and policies with the intention that growth should pay its own way and should improve the health, safety and welfare of its citizens. Examples of Berthoud's fees, which are acceptable to the petitioners, include capital investment fees such as the water dedication fee, water system investment fee, wastewater system investment fee, parkland dedication fee, parkland development fee, public facilities fee and density transfer fee.

Section 2 – Enterprises

Berthoud has various enterprise funds through which the utilities provided by Berthoud are financed. Examples of services provided by Berthoud's enterprises are its water, wastewater and drainage utilities. Berthoud's Utility Board and the Board of Trustees believe that the provision of utilities by Berthoud assists in complying with the *Comprehensive Plan* and *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.

Section 3 – Development Rate

Berthoud's *Development Code* requires that as a condition of approval for any subdivision a development agreement is executed which contains specific limitations on the rate at which the development can proceed. The petitioners understand that the growth of Berthoud is limited by the *Comprehensive Plan* and agree to comply with these limitations.

Section 4 – Open Space, Parks, Setbacks and Trails

Berthoud's citizens and its Board of Trustees have determined that open space and agriculture add to the community and have implemented sales taxes and fees to financially support trails, parks, open space and agriculture. The petitioners agree to provide land for increased setbacks, easements and/or rights-of-way for and along major arterials and for trails and open space. To the

extent these setbacks, easements and/or rights-of-way improve the quality of the property being annexed and are of a benefit to the Berthoud community, the petitioners hereby commit to providing land for these purposes.

Section 5 – R2-J School District Site Acquisition

The Thompson R2-J School District forms an integral part of the Berthoud community and Berthoud has adopted an Intergovernmental Agreement (IGA) with the District to collect fees in-lieu of dedication or land dedication to support the acquisition of land by this School District. The petitioners are aware of these fees or land dedication requirements and agree to support the District's land acquisition program.

Section 6 – Annexation Impact Report

Berthoud is required to prepare and file an annexation impact report. The petitioners have prepared an annexation impact report and provided it to Berthoud for review and consideration six (6) weeks prior to the hearing.

Section 7 – Rezoning

The petitioners will file site-specific development plans with the Town of Berthoud for review and consideration, following the approval the annexation, rezoning. The petitioner recognizes that vested rights do not occur until the time of final plat (FP) approval. In the event that the applicant pursues de-annexation prior to final plat (FP) approval, the Town agrees that it will cooperate with this request.

The petitioners intend that this supplement be attached to their Petition for Annexation and presented to the Board of Trustees for consideration in conjunction with the annexation.

BROADMEADOW FIRST ANNEXATION

A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 2 AND THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED BEARS SOUTH 00°28'05" EAST FROM A FOUND A 2 3/8" ALUMINUM PIPE AND A 3 1/4" ALUMINUM CAP IN MONUMENT BOX AT THE NORTHEAST CORNER OF SECTION 2 TO A 3/4" REBAR AND A 2 1/2" ALUMINUM CAP IN MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND WITH ALL BEARINGS RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2;
THENCE SOUTH 89° 14' 10" EAST, ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2489.02 FEET;

THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 56.17 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89° 14' 10" EAST, A DISTANCE OF 311.15 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 287;

THENCE ON SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. THENCE SOUTH 00° 27' 53" EAST, A DISTANCE OF 244.80 FEET;
2. THENCE SOUTH 00° 26' 05" EAST, A DISTANCE OF 93.59 FEET;
3. SOUTH 43° 13' 22" EAST, A DISTANCE OF 24.47 FEET;
4. THENCE SOUTH 06° 29' 30" WEST, A DISTANCE OF 100.70 FEET;
5. THENCE SOUTH 89° 11' 17" WEST, A DISTANCE OF 64.48 FEET;
6. SOUTH 00° 26' 05" EAST, A DISTANCE OF 496.46 FEET;
7. THENCE SOUTH 10° 30' 31" EAST, A DISTANCE OF 364.15 FEET TO A POINT ON A NON-TANGENT CURVE;
8. THENCE SOUTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF 19° 19' 41", A RADIUS OF 1818.48 FEET, AN ARC DISTANCE OF 613.44 FEET, A CHORD BEARING SOUTH 01° 37' 56" WEST, AND A CHORD DISTANCE OF 610.54 FEET TO A POINT OF NON-TANGENCY;
9. THENCE SOUTH 12° 45' 38" WEST, A DISTANCE OF 626.09 FEET;
10. THENCE SOUTH 48° 45' 51" WEST, A DISTANCE OF 84.24 FEET TO THE BOUNDARY OF FIRST SWING FIRST ANNEXATION - SERIAL NO.3 RECODED AT RECEPTION NO. 2014002773;

THENCE ON SAID BOUNDARY OF FIRST SWING FIRST ANNEXATION - SERIAL NO.3 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. NORTH 00° 26' 02" WEST, A DISTANCE OF 40.63 FEET;
2. THENCE SOUTH 89° 33' 58" WEST, A DISTANCE OF 60.00 FEET;
3. THENCE NORTH 65° 51' 45" WEST, A DISTANCE OF 49.28 FEET;
4. THENCE NORTH 07° 10' 13" WEST, A DISTANCE OF 140.32 FEET;
5. THENCE NORTH 67° 00' 58" WEST, A DISTANCE OF 102.98 FEET;
6. THENCE SOUTH 48° 43' 00" WEST, A DISTANCE OF 376.45 FEET;
7. THENCE SOUTH 77° 08' 45" WEST, A DISTANCE OF 664.61 FEET;
8. THENCE NORTH 89° 18' 37" WEST, A DISTANCE OF 342.95 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE COLORADO AND SOUTHERN RAILROAD RECORDED AT BOOK 345 AT PAGE 567;

THENCE NORTH 03° 15' 48" WEST, ON SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 482.02 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE AFORESAID STATE HIGHWAY 287;

THENCE ON SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE NORTH 81° 18' 13" EAST, A DISTANCE OF 498.11 FEET;
2. THENCE NORTH 50° 49' 48" EAST, A DISTANCE OF 388.03 FEET;
3. THENCE NORTH 37° 05' 04" EAST, A DISTANCE OF 969.74 FEET TO A POINT OF CURVATURE;

4. THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A CENTRAL ANGLE OF $37^{\circ} 31' 07''$, A RADIUS OF 338.76 FEET, AN ARC DISTANCE OF 221.83 FEET, A CHORD BEARING NORTH $18^{\circ} 19' 31''$ EAST, AND A CHORD DISTANCE OF 217.89 FEET TO A POINT OF TANGENCY;
5. THENCE NORTH $00^{\circ} 26' 02''$ WEST, A DISTANCE OF 708.25 FEET;
6. THENCE NORTH $06^{\circ} 32' 05''$ WEST, A DISTANCE OF 242.57 FEET TO THE BOUNDARY OF A PARCEL RECORDED AT RECEPTION NUMBER 20090023316;

THENCE ON SAID BOUNDARY AT RECEPTION NUMBER 20090023316 AND A BOUNDARY AT RECEPTION NUMBER 20230047742 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. THENCE SOUTH $89^{\circ} 14' 10''$ WEST, A DISTANCE OF 307.10 FEET;
2. THENCE SOUTH $00^{\circ} 23' 20''$ EAST, A DISTANCE OF 241.73 FEET TO THE SOUTH LINE OF THE AFORESAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH $89^{\circ} 10' 27''$ WEST, ON SAID SOUTH LINE, A DISTANCE OF 625.64 FEET;

THENCE NORTH $00^{\circ} 49' 33''$ WEST, A DISTANCE OF 5.00 FEET;

THENCE NORTH $89^{\circ} 10' 27''$ EAST, A DISTANCE OF 620.68 FEET;

THENCE NORTH $00^{\circ} 23' 20''$ WEST, A DISTANCE OF 241.74 FEET;

THENCE NORTH $89^{\circ} 14' 10''$ EAST, A DISTANCE OF 311.56 FEET TO THE POINT OF BEGINNING.

ANNEXATION MAP

BROADMEADOW - HIGHWAY 287 ANNEXATION

TO THE TOWN OF BERTHOUD

LOCATED IN THE EAST HALF OF SECTION 2, AND WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

LEGAL DESCRIPTION

BROADMEADOW - HIGHWAY 287 ANNEXATION

A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 2 AND THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED BEARS SOUTH 00°28'05" EAST FROM A FOUND A 2 3/8" ALUMINUM PIPE AND A 3 1/4" ALUMINUM CAP IN MONUMENT BOX AT THE NORTHEAST CORNER OF SECTION 2 TO A 3/4" REBAR AND A 2 1/2" ALUMINUM CAP IN MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND WITH ALL BEARINGS RELATIVE THERETO.

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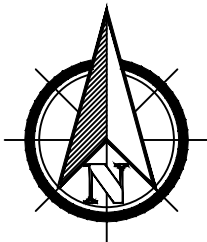
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THENCE NORTH 00° 23' 20" WEST, A DISTANCE OF 241.74 FEET;
THENCE NORTH 89° 14' 10" EAST, A DISTANCE OF 311.56 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

SCALE: 1" = 1000'



TOWN APPROVAL

THIS IS TO CERTIFY THAT "BROADMEADOW – HIGHWAY 287 ANNEXATION" WAS APPROVED ON THE _____ DAY OF _____, 20____ BY ORDINANCE NO. _____, AND THAT THE MAYOR OF THE TOWN OF BERTHOUD ON BEHALF OF THE TOWN OF BERTHOUD HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST TOWN CLERK _____

SURVEYOR'S CERTIFICATE

I, JOHN ROBERT MCGEEHEE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT AT LEAST ONE–SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCEL SHOWN HEREON IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF BERTHOUD, AND THAT THIS PLAT COMPLIES WITH SECTION 31–12–10(D), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

JOHN ROBERT MCGEEHEE
COLORADO PLS NO. 38219
FOR AND ON BEHALF OF LJA SURVEY, INC
7800 EAST UNION AVENUE, SUITE 575,
DENVER, COLORADO 80237

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVEN MAY ANY ACTION BASED UPON AND DEFECT IN THIS SURVEY BE COMMENCED MORE THEN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

ANNEXATION TABLE

TOTAL PERIMETER OF AREA TO BE ANNEXED	10664.788'
CONTIGUITY WITH EXISTING TOWN LIMITS	1777.480'
ALLOWABLE ANNEXATION LIMITS	10664.880'
RATIO (PROJECT : ALLOWABLE)	1 : 0.167
AREA OF ANNEXATION SF.	40.135 ACRES /1,748,291 SQ.

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED BEING MORE THAN 50 PERCENT OF THE LANDOWNER(S) OWNING MORE THAN 50 PERCENT OF THE LAND DESCRIBED HEREIN, EXCLUDING PUBLIC STREETS AND ALLEYS, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME OF BROADMEADOW – HIGHWAY 287 ANNEXATION.

IN WITNESS WHERE OF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 2024.

BY: _____

NOTARY CERTIFICATE

STATE OF COLORADO
COUNTY OF WELD
THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

AND _____, ON THIS _____ DAY OF _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

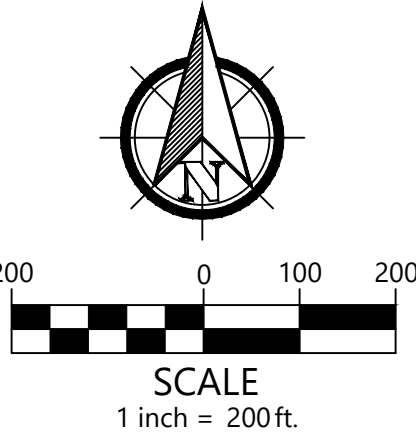
BY: _____

7800 E Union Avenue
Suite 575
Denver, CO 80237
303-390-4510
www.lja.com

Date	3/13/2025	Job No.	5188-0001	Sheet	---- of 2
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BROADMEADOW - HIGHWAY 287 ANNEXATION

**LOCATED IN THE EAST HALF OF SECTION 2, AND WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO**



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°26'05"E	93.59'
L2	S43°13'22"E	24.47'
L3	S06°29'30"W	100.70'
L4	S89°11'17"W	64.48'
L5	N06°32'05"W	242.57'
L6	S89°14'10"W	307.10'
L7	S00°23'20"E	241.73'

LEGEND

- (R1) RECORDED DIMENSION PER PRO SWING FIRST ANNEXXATION - SERIAL NO, CLAIM RECEPTION NO. 20140027730
- (R2) RECORDED DIMENSION PER QUIT RECEIPT DEED, RECEPTION NO. 2017002151
- (R3) RECORDED DIMENSION PER FEDERAL AID PROJECT NO. NH 2873-068 UNIT 1, STATE HIGHWAY NO. 287
- (R4) RECORDED DIMENSION PER FEDERAL AID PROJECT NO. NH 2873-068 UNIT 2, STATE HIGHWAY NO. 287
- (R5) RECORDED DIMENSION PER DEEDS, RECEPTION NO. 20090001816 AND RECEPTION NO. 20230047742

MONUMENT SYMBOL LEGEND

- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1 RECOVERED NO. 5 REBAR WITH 3-1/4" ALUMINUM CAP
STAMPED "CDOIT FLS 22103"
- 2 RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP
STAMPED "PLS 31159"
- 3 RECOVERED NO. 5 REBAR WITH 1-1/4" WHITE PLASTIC CAP
STAMPED "PLS 4845"
- 4 RECOVERED NO. 5 REBAR
- 5 RECOVERED NO. 5 REBAR WITH 1-1/2" GREEN PLASTIC CAP
STAMPED "PLS 38547"



10 E. Union Avenue
Suite 575
Denver, CO 80237
303-390-8510
www.lja.com

Broadmeadow – Parcel 9402100937
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 10, 2025, our petition for annexation is filed with the Town of Berthoud.

CONTIGUITY:

1. The perimeter of the proposed annexation has a distance of 7,073.311 feet of which 1,178.978 are contiguous to the existing Town Limits of Berthoud.
2. This contiguity results in a minimum of 16.667% of the perimeter (at least 1/6) of proposed annexation being contiguous to the Town of Berthoud.
3. The proposed annexation contains approximately 62.571 acres.
4. The requirements of §31-12-104 and §31-12-105 C.R.S., 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 Suburban Residential within the Town’s Future Land Use Map.
 - c. The territory is integrated or capable of being integrated with the Town of Berthoud. The parcel is near existing developments and has received will-serve letters from Xcel Energy. This parcel is able to be served by Little Thompson Water District for water and the Town of Berthoud for sanitary with offsite improvements.
 - d. The territory is urban or will be urbanized in the near future. The parcel is intended to be developed within the R-2 zoning designation, which is consistent with the Town’s Future Land Use Map Suburban Residential designation.
 - 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. The subject property is comprised of a single parcel.

- f. No proceedings for annexation of the land described in this Petition have been commenced for annexation to another municipality. The parcel is not in process with any other municipality.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).
11. 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.
12. 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.

13. 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.
14. The Petitioners agree to satisfy the public land dedication and landscaping requirements specified in the Town's Development Code.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.

Darin Gottfried
Petitioner

04/01/2025
Date

Haremy Cordova
Petitioner

04/01/2025
Date

EXHIBIT A
BROADMEADOW – PARCEL 9402100937
LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED BEARS SOUTH 00°28'05" EAST FROM A FOUND A 2 3/8" ALUMINUM PIPE AND A 3 1/4" ALUMINUM CAP IN MONUMENT BOX AT THE NORTHEAST CORNER OF SECTION 2 TO A 3/4" REBAR AND A 2 1/2" ALUMINUM CAP IN MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND WITH ALL BEARINGS RELATIVE THERETO.

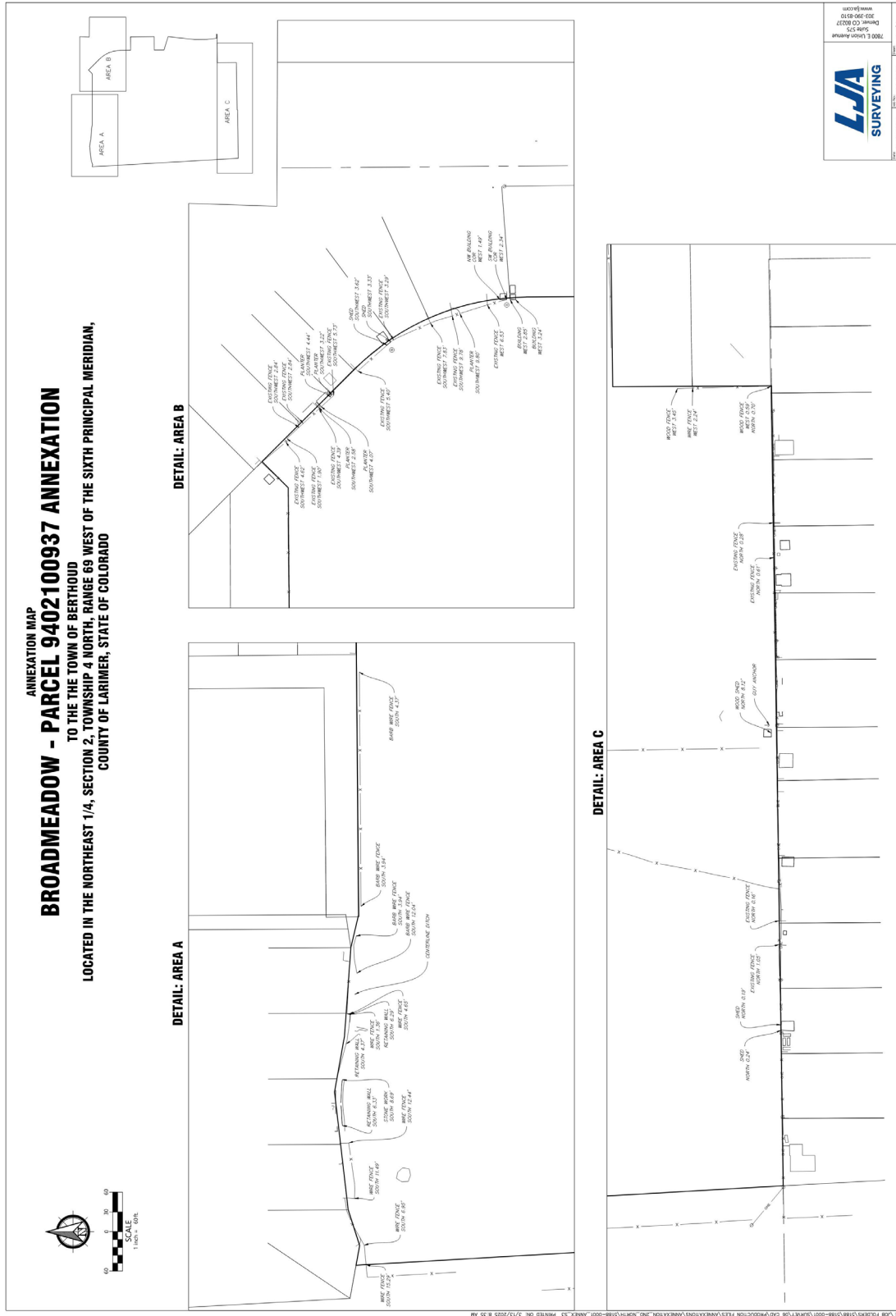
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THENCE SOUTH 89° 14' 10" EAST, ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2489.02 FEET;
THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 56.17 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 311.56 FEET;
THENCE SOUTH 00° 23' 20" EAST, A DISTANCE OF 241.74 FEET;
THENCE SOUTH 89° 10' 27" WEST, A DISTANCE OF 620.68 FEET;
THENCE SOUTH 00° 49' 33" EAST, A DISTANCE OF 5.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;
THENCE SOUTH 89° 10' 27" WEST, ON SAID SOUTH LINE, A DISTANCE OF 594.81 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE COLORADO AND SOUTHERN RAILROAD RECORDED AT BOOK 345 AT PAGE 567;
THENCE NORTH 03° 19' 09" WEST, ON SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1860.08 FEET TO THE SOUTHERLY LINE OF THE NEISNER SUBDIVISION AT RECEPTION NUMBER 683044;
THENCE ON SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE SOUTH 79° 39' 36" EAST, A DISTANCE OF 30.52 FEET;
2. THENCE NORTH 72° 17' 08" EAST, A DISTANCE OF 57.49 FEET;
3. THENCE NORTH 83° 24' 08" EAST, A DISTANCE OF 180.65 FEET;
4. THENCE SOUTH 79° 53' 52" EAST, A DISTANCE OF 86.33 FEET;
5. THENCE SOUTH 85° 54' 52" EAST, A DISTANCE OF 135.73 FEET;
6. THENCE SOUTH 76° 44' 04" EAST, A DISTANCE OF 50.82 FEET TO THE SOUTHERLY LINE OF THE HICKS SECOND SUBDIVISION AT RECEPTION NUMBER 729323;

THENCE ON SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE NORTH 89° 32' 05" EAST, A DISTANCE OF 654.31 FEET;
2. THENCE NORTH 44° 59' 49" EAST, A DISTANCE OF 56.30 FEET;
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4. THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 44° 32' 23", A RADIUS OF 373.00 FEET, AN ARC DISTANCE OF 289.96 FEET, A CHORD BEARING SOUTH 22° 45' 11" EAST, AND A CHORD DISTANCE OF 282.71 FEET TO A POINT OF TANGENCY;
5. THENCE SOUTH 00° 29' 06" EAST, A DISTANCE OF 131.03 FEET;
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SUPPLEMENT TO *BROADMEADOW* – PARCEL 9402100937 PETITION FOR ANNEXATION

The undersigned petitioners are requesting annexation by the Town of Berthoud of property of which they are 100% owners, excluding public streets, alleys, roads and easements. 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.

Section 1 – Capital Investment Fee

The petitioners are aware that Berthoud has enacted fees and policies with the intention that growth should pay its own way and should improve the health, safety and welfare of its citizens. Examples of Berthoud's fees, which are acceptable to the petitioners, include capital investment fees such as the water dedication fee, water system investment fee, wastewater system investment fee, parkland dedication fee, parkland development fee, public facilities fee and density transfer fee.

Section 2 – Enterprises

Berthoud has various enterprise funds through which the utilities provided by Berthoud are financed. Examples of services provided by Berthoud's enterprises are its water, wastewater and drainage utilities. Berthoud's Utility Board and the Board of Trustees believe that the provision of utilities by Berthoud assists in complying with the *Comprehensive Plan* and *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.

Section 3 – Development Rate

Berthoud's *Development Code* requires that as a condition of approval for any subdivision a development agreement is executed which contains specific limitations on the rate at which the development can proceed. The petitioners understand that the growth of Berthoud is limited by the *Comprehensive Plan* and agree to comply with these limitations.

Section 4 – Open Space, Parks, Setbacks and Trails

Berthoud's citizens and its Board of Trustees have determined that open space and agriculture add to the community and have implemented sales taxes and fees to financially support trails, parks, open space and agriculture. The petitioners agree to provide land for increased setbacks, easements and/or rights-of-way for and along major arterials and for trails and open space. To the

extent these setbacks, easements and/or rights-of-way improve the quality of the property being annexed and are of a benefit to the Berthoud community, the petitioners hereby commit to providing land for these purposes.

Section 5 – R2-J School District Site Acquisition

The Thompson R2-J School District forms an integral part of the Berthoud community and Berthoud has adopted an Intergovernmental Agreement (IGA) with the District to collect fees in-lieu of dedication or land dedication to support the acquisition of land by this School District. The petitioners are aware of these fees or land dedication requirements and agree to support the District's land acquisition program.

Section 6 – Annexation Impact Report

Berthoud is required to prepare and file an annexation impact report. The petitioners have prepared an annexation impact report and provided it to Berthoud for review and consideration six (6) weeks prior to the hearing.

Section 7 – Rezoning

The petitioners will file site-specific development plans with the Town of Berthoud for review and consideration, following the approval the annexation, rezoning. The petitioner recognizes that vested rights do not occur until the time of final plat (FP) approval. In the event that the applicant pursues de-annexation prior to final plat (FP) approval, the Town agrees that it will cooperate with this request.

The petitioners intend that this supplement be attached to their Petition for Annexation and presented to the Board of Trustees for consideration in conjunction with the annexation.

BROADMEADOW SECOND ANNEXATION

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED BEARS SOUTH 00°28'05" EAST FROM A FOUND A 2 3/8" ALUMINUM PIPE AND A 3 1/4" ALUMINUM CAP IN MONUMENT BOX AT THE NORTHEAST CORNER OF SECTION 2 TO A 3/4" REBAR AND A 2 1/2" ALUMINUM CAP IN MONUMENT BOX AT THE EAST QUARTER CORNER OF SAID SECTION 2 AND WITH ALL BEARINGS RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2;
THENCE SOUTH 89° 14' 10" EAST, ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2489.02 FEET;

THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 56.17 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 14' 10" WEST, A DISTANCE OF 311.56 FEET;

THENCE SOUTH 00° 23' 20" EAST, A DISTANCE OF 241.74 FEET;

THENCE SOUTH 89° 10' 27" WEST, A DISTANCE OF 620.68 FEET;

THENCE SOUTH 00° 49' 33" EAST, A DISTANCE OF 5.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

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THENCE NORTH 03° 19' 09" WEST, ON SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1860.08 FEET TO THE SOUTHERLY LINE OF THE NEISNER SUBDIVISION AT RECEPTION NUMBER 683044;

THENCE ON SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE SOUTH 79° 39' 36" EAST, A DISTANCE OF 30.52 FEET;
2. THENCE NORTH 72° 17' 08" EAST, A DISTANCE OF 57.49 FEET;
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ANNEXATION MAP

BROADMEADOW - PARCEL 9402100937 ANNEXATION

TO THE THE TOWN OF BERTHOUD

LOCATED IN THE NORTHEAST 1/4, SECTION 2, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

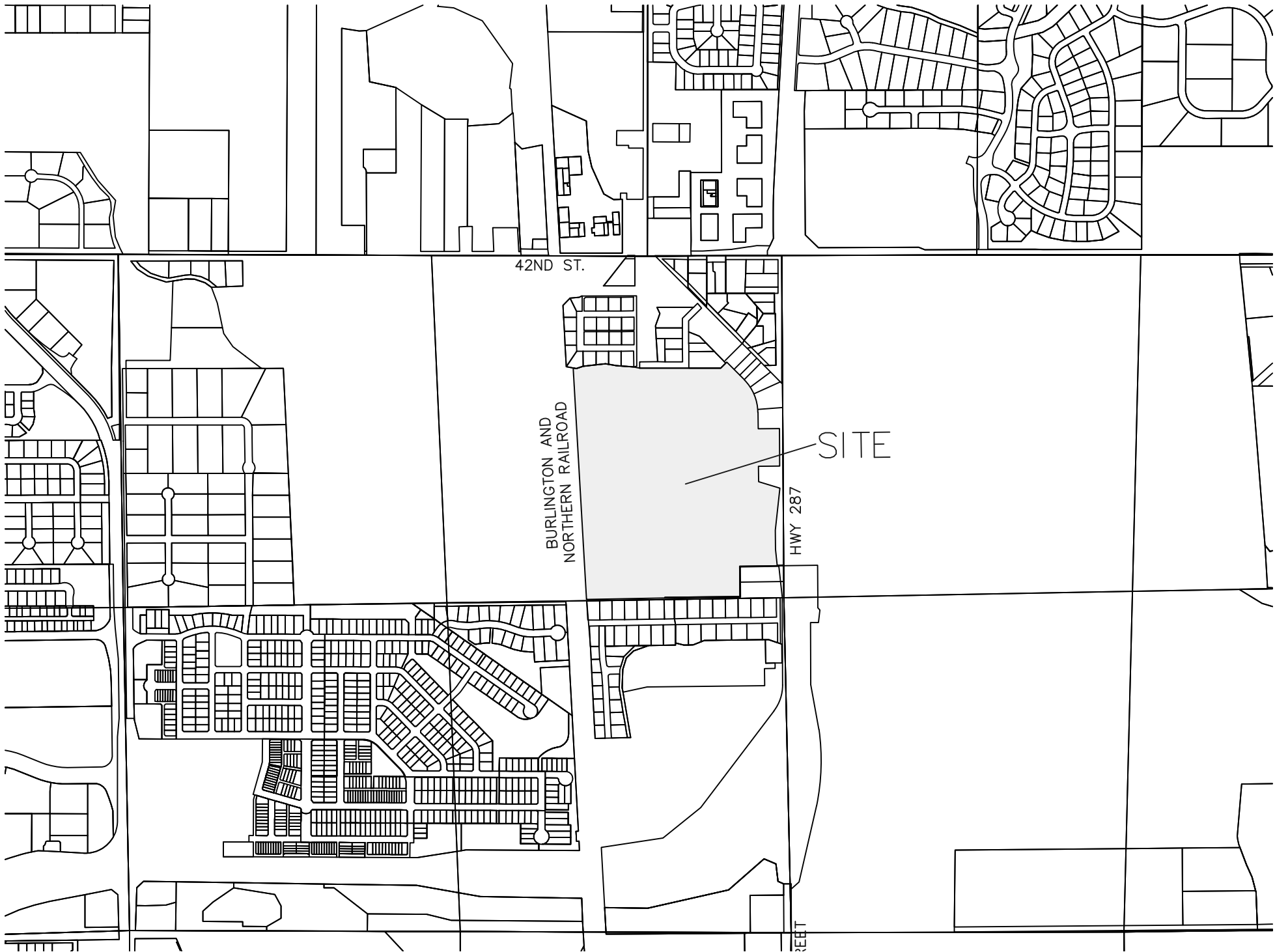
LEGAL DESCRIPTION

BROADMEADOW - PARCEL 9402100937 ANNEXATION

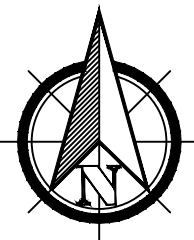
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VICINITY MAP
SCALE: 1" = 1000'



TOWN APPROVAL

THIS IS TO CERTIFY THAT "BROADMEADOW - PARCEL 9402100937 ANNEXATION" WAS APPROVED ON THE _____ DAY OF _____, 20____ BY ORDINANCE NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF BERTHOUD HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____ ATTEST TOWN CLERK _____

SURVEYOR'S CERTIFICATE

I, JOHN ROBERT MCGEHEE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCEL SHOWN HEREON IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF BERTHOUD, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-10(D), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.

JOHN ROBERT MCGEHEE
COLORADO PLS NO. 38219
FOR AND ON BEHALF OF LJA SURVEY, INC
7800 EAST UNION AVENUE, SUITE 575,
DENVER, COLORADO 80237

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVEN MAY ANY ACTION BASED UPON AND DEFECT IN THIS SURVEY BE COMMENCED MORE THEN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED BEING MORE THAN 50 PERCENT OF THE LANDOWNER(S) OWNING MORE THAN 50 PERCENT OF THE LAND DESCRIBED HEREIN, EXCLUDING PUBLIC STREETS AND ALLEYS, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME OF BROADMEADOW FIRST ANNEXATION.

IN WITNESS WHERE OF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____

_____ DAY OF _____, 2024.

BY: _____

NOTARY CERTIFICATE

STATE OF COLORADO
COUNTY OF WELD
THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
BY _____

AND _____, ON THIS _____ DAY OF _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

BY: _____

ANNEXATION TABLE

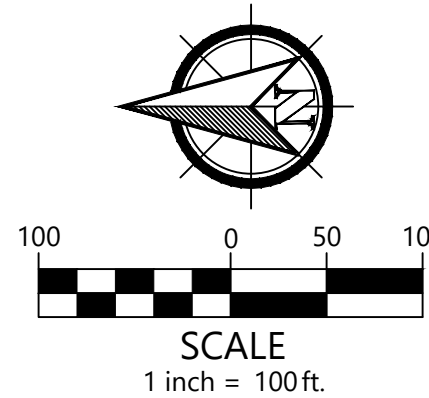
TOTAL PERIMETER OF AREA TO BE ANNEXED	7073.311'
CONTIGUITY WITH EXISTING TOWN LIMITS	1178.978'
ALLOWABLE ANNEXATION LIMITS	7073.868'
RATIO (PROJECT : ALLOWABLE)	1 : 0.167
AREA OF ANNEXATION SQ. SF.	62.571 ACRES /2,725,605



7800 E Union Avenue
Suite 575
Denver, CO 80237
303-390-4510
www.lja.com

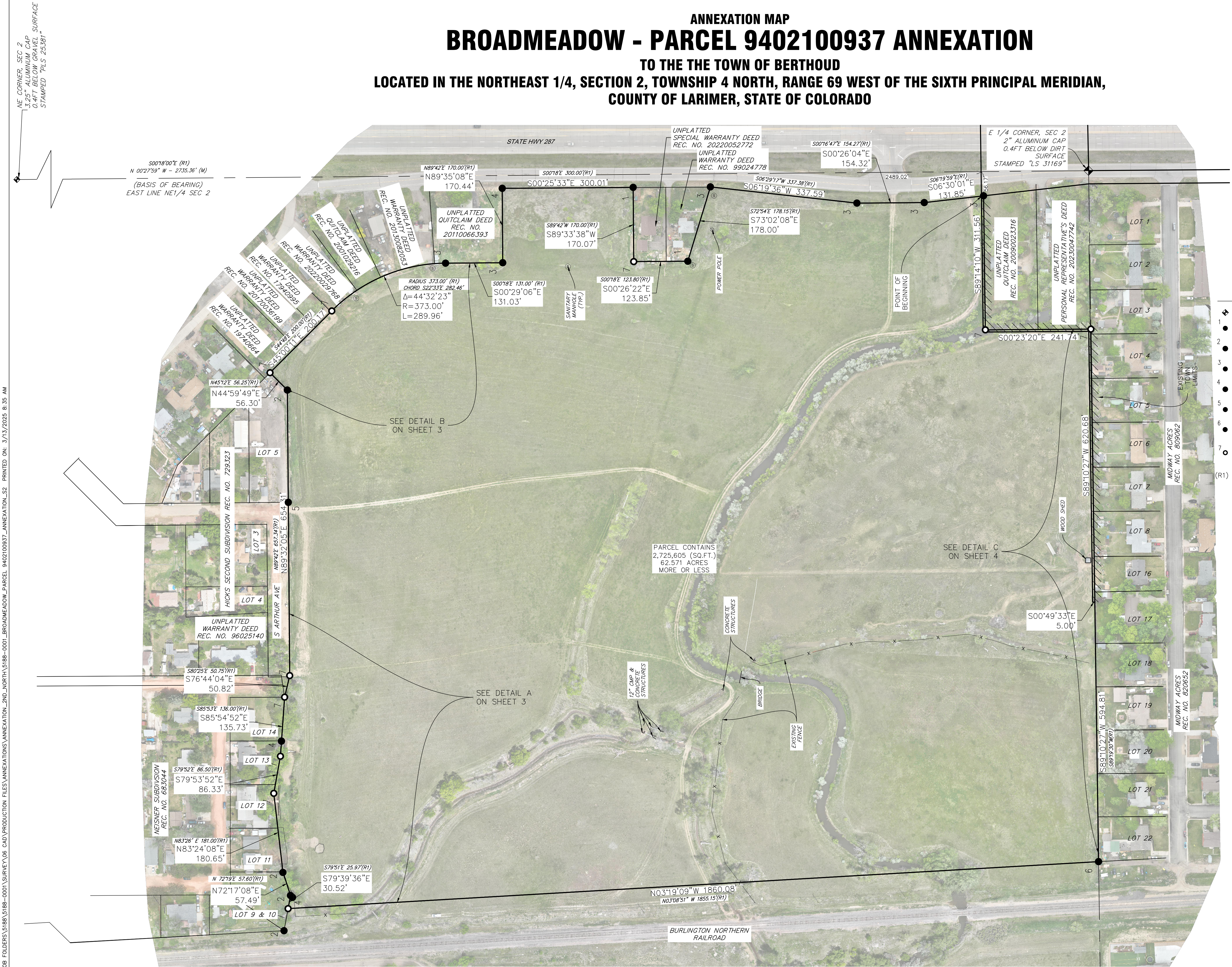
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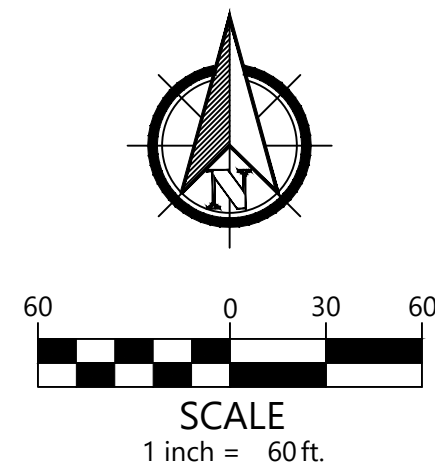
MONUMENT SYMBOL LEGEND

- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- RECOVERED NO. 4 REBAR WITH YELLOW PLASTIC CAP ILLEGIBLE
- RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 20676"
- RECOVERED NO. 5 REBAR WITH 1-1/2" GREEN PLASTIC CAP STAMPED "PLS 38547" 0.1'
- RECOVERED NO. 5 REBAR
- RECOVERED NO. 4 REBAR
- RECOVERED NO. 5 REBAR N 03°19'09" W 0.34' FROM CALCULATED POSITION ON SECTION LINE. HELD FOR EASTERLY RR R.O.W. LINE
- RECOVERED 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND
- (R1) RECORDED DIMENSION PER DEEDS, RECEPTION NO. 20090023316 AND RECEPTION NO 20230047742



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I:\JOB FOLDERS\5188\5188-0001\SURVEY\06 CAD\PRODUCTION FILES\ANNEXATIONS\ANNEXATION_2ND_NORTH\5188-0001_ANNEX_53 PRINTED ON: 3/13/2025 9:35 AM



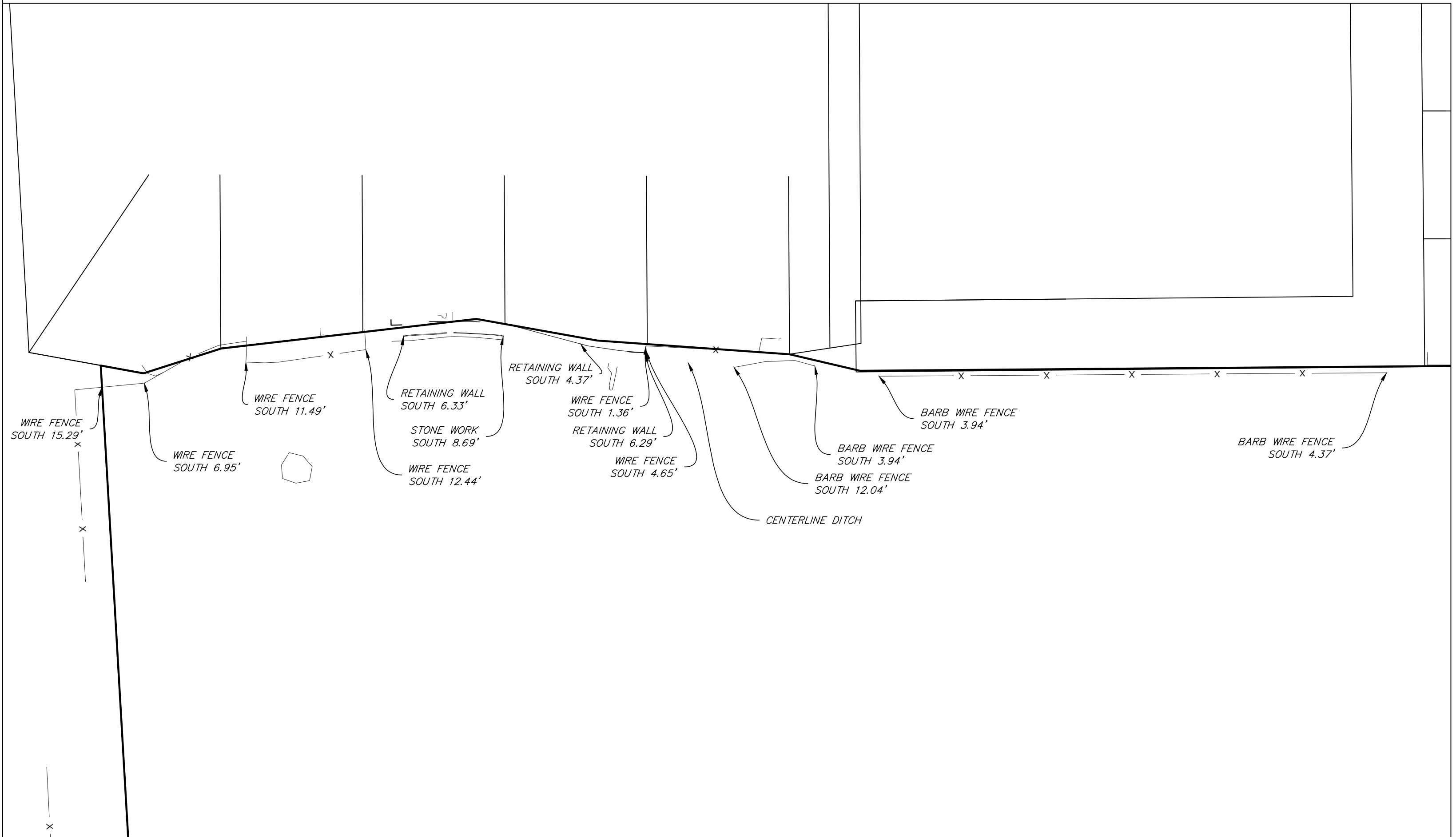
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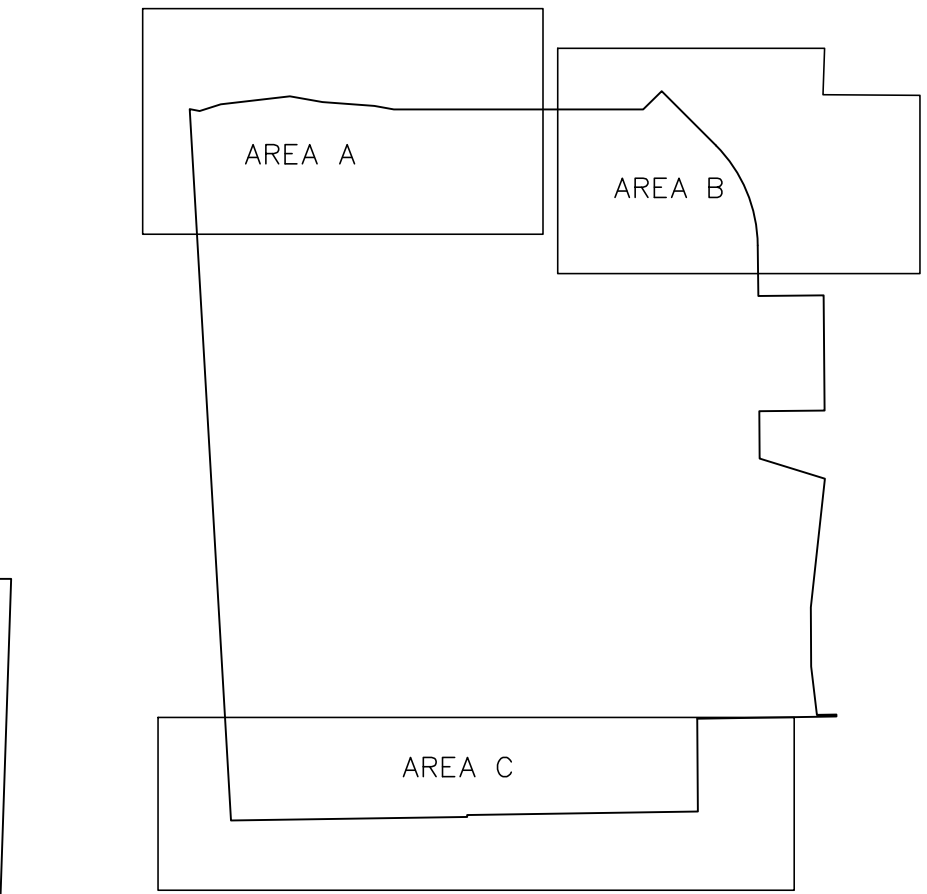
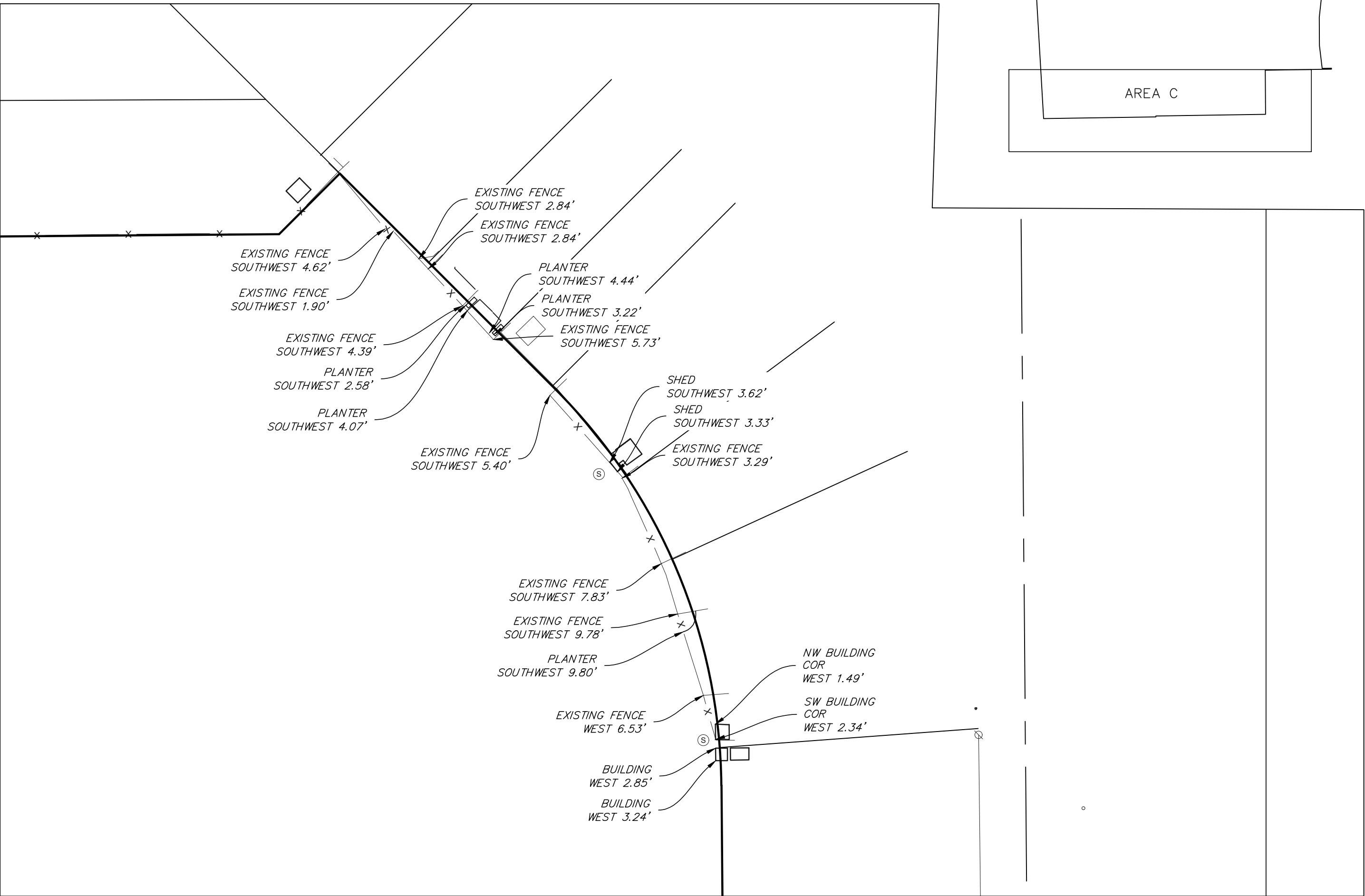
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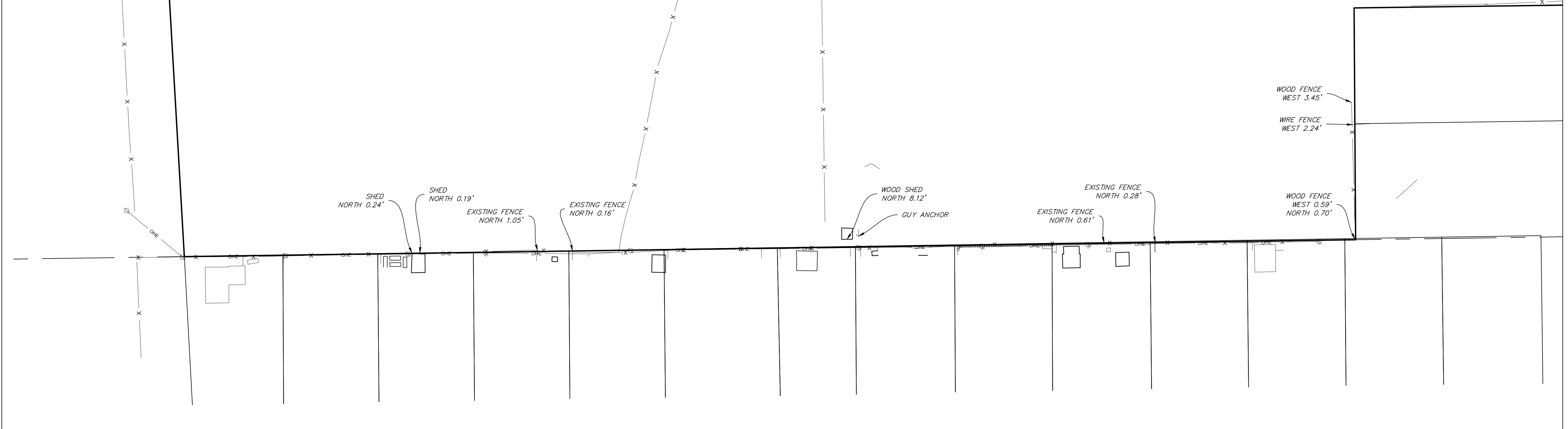
DETAIL: AREA A



DETAIL: AREA B



DETAIL: AREA C



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BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 27, 2025
Agenda Title/Subject:	Brand Assessment Report
Type of Item:	Presentation
Purpose:	To share the results of the recent brand assessment
Presented by:	Stephanie Horvath w/ Steve Chandler and Greg Fuson of Chandlerthinks

ATTACHMENTS:

- Brand Assessment synopsis and full report

BACKGROUND:

We hired Chandlerthinks to conduct an assessment of Berthoud's brand. They held one-on-one interviews, focus groups, and created a local survey. They also sent an additional study to surrounding cities to get an outsider's perspective of Berthoud. The results of this, along with information found in our comprehensive plan, current marketing, brochures, and casual conversations with people on Main Street, have been distilled into the enclosed report.

UPDATE/NEXT STEPS:

- Moving forward, we should take information from this report into account when making decisions that will affect the character of Berthoud.

FISCAL IMPACT AND FUND SOURCE:

This endeavor was accounted for in the 2025 budget.

COMMUNITY TOUCHSTONES:

This process has helped us define Berthoud's identity and will guide us in maintaining its character as we move forward.

RECOMMENDED ACTION(S):

It is recommended that the Board of Trustees read the full report included here to understand it as a fully formed analysis of Berthoud's identity.

DESTINATION BRANDING SPECIALISTS



CHANDLERTHINKS

SUMMARY

Berthoud, CO

Brand Assessment
May 23, 2025

Chandlerthinks, LLC

2929 Sidco Drive, Suite 209 | Nashville, TN 37204

Federal tax ID #: 81-1141897

Steve Chandler, Owner | 615.498.8313 | steve@chandlerthinks.com

BERTHOUD, COLORADO BRAND ASSESSMENT:

Project Overview

Berthoud initiated a branding assessment to clarify its identity, align growth with community values, and improve regional perception. The effort seeks to create a stronger sense of place, guide development, and boost civic pride and business attraction.

Research Scope

- Familiarization Tour
- 1,224+ participants - 15 one-on-one interviews with community stakeholders, 5 focus groups (52 participants), 823 community surveys, 334 outsider perception surveys, and a digital audit.
- Input was gathered from both residents and outsiders to understand perception gaps.

Key Community Themes

- **Small-Town Charm & Community Spirit**
Berthoud is widely cherished for its friendly, close-knit atmosphere and strong volunteerism.
- **Agricultural Heritage & Scenic Beauty**
Locals value the rural identity, open space, and mountain views. Visual cues like grain elevators and tree-lined streets reinforce this character.
- **Growth vs. Identity Tension**
The town is growing quickly, which brings concerns about losing small-town charm and inconsistencies in planning and development.
- **Parks, Trails, and Events**
Berthoud is praised for its outdoor amenities and community traditions like Berthoud Day and Oktoberfest.

BERTHOUD, COLORADO BRAND ASSESSMENT:

Community Perception Insights

- Locals see Berthoud as charming, family-friendly, and well-located but worry about rapid growth, limited amenities, and infrastructure strain.
- Outsiders admire its scenic setting and community feel but are sometimes unaware of the town or confused by the tagline “Garden Spot of Colorado.”

Brand Personality

Berthoud is described as:

- Safe, authentic, and visually appealing
- Friendly, community-oriented, and quaint
- Balanced between historic identity and thoughtful modern growth

Notable Strengths

- Strong civic pride and high quality of life.
- Well-regarded parks, trails, recreation, and community events.
- Clean, walkable, and historic downtown with scenic views.
- Strategic location with easy access to Denver, Fort Collins, and the Rockies.

Challenges

- Perceived overdevelopment and infrastructure lag.
- Limited dining, entertainment, and teen/senior services.
- Uneven communication from town government and planning inconsistency.
- The “Garden Spot of Colorado” tagline is not well understood and lacks current relevance.

Top Brand Descriptors

- Small town feel
- Friendly and welcoming
- Scenic and well-located
- Rural and agricultural roots
- Historic charm
- Family-focused
- Safe and clean

BERTHOUD, COLORADO BRAND ASSESSMENT:

Brand Truths

- Downtown Berthoud is a vital part of the towns identity and heritage.
- Ag heritage can still be seen today and the appreciation of land can be felt in the community's commitment to preserving open spaces, and their love of Berthoud's exceptional front range views.
- Juxtaposed to its bustling neighbors, the community adores their small town charm, and growth is a threat to preserving it.
- Garden Spot of Colorado is well known, but not well defined or widely accepted.

Next Steps In Branding

- Town of Berthoud Brand Development-Refinement (timing 3-6 months)
 - Berthoud brand story
 - Positioning line?
 - Logo and graphic system; possible seal preservation
 - Brand Guide
 - Messaging campaign

Process for Brand Implementation

- Brand integration
- Sharing - staff/officials/community
- Create a sense of place
- Community engagement
- Measurement

TOWN BOARD INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT

Meeting Date:	May 27, 2025
Agenda Title/Subject:	Historic Preservation Plan, Contract Award to Chronicle Heritage
Type of Item:	Consent Agenda
Purpose:	Board approval to award contract
Presented by:	Anne Johnson, Community Development Director

ATTACHMENTS:

- RFP issued by the Town
- Chronicle Heritage RFP response
- CLG Program Overview

BACKGROUND:

The Town of Berthoud was awarded a grant through History on March 3, 2025 Colorado to develop a Historic Preservation Plan. A portion of the funding stream for this grant is from the federal Historic Preservation Fund and federal funds have not been released. In the grant award announcement, History Colorado encouraged the Town to also apply for a State Historical Fund grant due to the funding challenges and the Town did apply and is awaiting funding determination.

The Town issued a Request for Proposal (RFP) on March 18, 2025 with notation that the contract would not be executed until funding was secured. Nine firms responded to the RFP to develop a Historic Preservation Plan for the Town. The firms submitting a response and the bid amount is listed below:

Project: Berthoud Historic Preservation Plan

Bidder	Amount
Post Oak	\$41,540.00
Metcalf	\$37,940.00
Chronicle Heritage	\$34,383.34
The Lakota Group	\$37,900.00
Ayres Associates	\$38,911.00
Designing Local	\$38,000.00
Logan Simpson	\$38,558.00
McDougal	\$49,300.00
Tatanka	\$44,400.00

Members from the Historic Preservation Advisory Committee and Town Staff reviewed the nine submittals and selected Chronicle Heritage as the firm who best reflected the RFP work product. Chronicle Heritage is a firm based in Lafayette, Colorado. Chronicle Heritage was also the lowest bidder at \$34,383.34.

Certified Local Governments (CLG) have been endorsed by the State Historic Preservation Office (History Colorado) and the National Park Service to participate in the national preservation program while maintaining standards consistent with the National Historic Preservation Act and the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Maintaining status as a CLG is a benefit to the Town and the State's benefit outline is attached. CLG communities receive a great deal of support from the State which is helpful in programming activities and supporting staff.

UPDATE/NEXT STEPS:

The Historic Preservation Advisory Committee requests the Town Trustees award the contract to Chronicle Heritage.

FISCAL IMPACT AND FUND SOURCE:

The local match for this contract is 25% or \$8,595.84 according to the History Colorado grant requirements. Town Staff recommends the Town Trustees consider the recommendation request of the Historic Preservation Advisory Committee and award the contract to Chronicle Heritage with the caveat that the Town not execute the contract for services until one of the following two outcomes occur: 1) Funding from History Colorado or the State Historical Fund is secured; or 2) Town to include the award funding in a mid-year budget adjustment.

The funding decision should be known by mid June from the granting agencies.

COMMUNITY TOUCHSTONES:

Developing an action plan will help guide the Historic Preservation Advisory Committee's activities which will strengthen the Town's identity.

RECOMMENDED ACTION(S):

Town Staff recommends the Town Trustees consider the recommendation request of the Historic Preservation Advisory Committee and award the contract to Chronicle Heritage with the caveat that the Town not execute the contract for services until the Town has been notified of funding release from History Colorado or funding award by the State Historical Fund. Should these funding sources not come through, staff is requesting the project be funded by the Town through a mid-year budget adjustment. The total cost of the project will be \$34,383.34.



Request for Proposal

Berthoud Historic Preservation Plan

Town of Berthoud, Colorado

807 Mountain Avenue

Berthoud, CO 80513

Issued: March 18, 2025

Overview

This request for proposal (RFP) is being issued by the Town of Berthoud, Colorado. The goal is to solicit proposals from qualified consultants with experience in the development of historic preservation plans and policy, land use planning, and community member involvement/participation to prepare a Historic Preservation Plan with a resulting Action Plan for implementation. The Town of Berthoud intends to fund the preparation of the Preservation Plan with a Certified Local Government (CLG) Grant. The Grant has been awarded; however, the Town is awaiting notice of fund appropriation and a formal contract with the State prior to awarding the contract. The Town will also apply for a History Colorado Mini Grant. This project is funded in part by History Colorado, State Historical Fund (36 CFP, Part 61).

Berthoud is a statutory town located in Larimer and Weld Counties, Colorado. With a current population of approximately 12,700 residents, Berthoud is experiencing rapid growth, with significant new construction, which raises awareness and concern for the protection of the town's historic character.

Below are photos that represent a sample of the Town of Berthoud's existing historic buildings.



Berthoud Historic Preservation

The Historic Preservation Advisory Committee (HPAC), formed in 2002, provides guidance and recommendations to the town government and will participate in the consultant selection process, as well as review of the Preservation Plan process.

Project Description

The Historic Preservation Plan will serve as a guide for preservation decision-making over the next ten years. The plan will combine the town's existing preservation efforts and the desires expressed by the community during the planning and public engagement process. Recommended actions for integrating historic preservation into town policies and regulatory activities is an expected result inclusive of providing proposed edits to the Town Code in track-changes format. The scope of this plan includes the town's entire planning area (i.e. Berthoud's town limits and Growth Management Area/Future Land Use Map). The incorporated area of Berthoud is approximately 8,408 acres and the Growth Management Area inclusive of incorporated Berthoud is 24,977 acres. The Future Land Use Map and the Comprehensive Plan can be found here:

[Future Land Use Map](#)

[Comprehensive Plan](#)

Scope of Services

The scope of work is intended to guide the consultant, but also allow for flexibility in terms of the project approach. The Town of Berthoud welcomes innovation and creativity from the consultant on any of the following tasks:

A. Data Collection and Analysis

The consultant will document Berthoud's existing historic preservation approach, review the Office of Archaeology and Historic Preservation Compass database, review locally, designated landmarks and districts, and existing plans and policies. Most of this work must be completed prior to any public engagement initiatives/meeting(s). The responding firm is encouraged to provide a summary of work performed for similar projects of scope and size inclusive of data collection methodology and how this information is best presented for clarity and understanding of the general public.

B. Public Involvement

Phase 1: Introductory Meetings

Following introductory meetings with the historic preservation advisory committee (HPAC), planning commission, elected officials, and town staff to identify opportunities and constraints, the consultant will present the project schedule, process, goals and objectives in a public meeting. A historic preservation plan committee will be formed by the town at this time. The committee may be comprised of representatives from key groups including, but not limited to the town Board of Trustees, HPAC, Planning Commission, and the Berthoud Historical Society.

Phase 2: Public Engagement Initiatives

The consultant will facilitate preparatory stakeholder interviews, as appropriate, to review stakeholder, property owner, neighbor, and citizen concerns, identifying plan opportunities and

constraints. Additionally, the consultant will lead a minimum of two (2) public engagement initiatives. While the actual format of the public engagement/meetings will be determined jointly by the consultant and town staff, they will be highly interactive and allow the community a variety of opportunities for input. The responding firm is encouraged to provide quantitative and qualitative information regarding different engagement options with results experienced.

Phase 3: Plan Composition, Draft Plan Presentation/Revisions

The consultant will prepare and distribute a draft plan to the project manager for review by staff and/or the historic preservation plan subcommittee (depending on the approach used). The historic preservation plan subject matter may include the following:

- A. Description of benefits of historic preservation
- B. History of and legal basis for historic preservation efforts
- C. Analysis of historic properties and assets using recently updated local district survey information
- D. Explanation and diagnosis of existing preservation approach
- E. Trends affecting historic preservation properties
- F. Historic preservation goals and policies
- G. Linkages between historic preservation goals/policies and other community goals/policies, including reconciling any conflicts (i.e. naturally occurring affordable housing, gentrification, etc.)
- H. Strategies for improving education and outreach for historic preservation
- I. Historic preservation action plan and implementation schedule
- J. List of preservation resources and partner organizations

A consolidated set of comments will be provided, and revisions will be made by the consultant. Depending on the quality of the initial/subsequent drafts, this process may occur twice (or more as needed, within reason). The consultant project manager and/or town project manager will present the draft plan to the historic preservation advisory committee and the planning commission in a joint public meeting. After review and comment by the historic preservation commission and planning commission, the plan will be presented publicly to the town board and citizens. The draft plan will be amended and the final plan, with its accompanying regulatory language, will be incorporated into a final report.

Phase 4: Plan Adoption

The HPAC will review the proposed final plan and make a formal recommendation. The planning commission will then review the final plan and give their recommendation. The Town Board of Trustees will discuss the proposed final plan, historic preservation advisory committee recommendation, and planning board recommendation in a public meeting format. The Board of Trustees may hold a public hearing and then take action on the proposed plan.

**This phase, including revisions, can likely be completed without consultant assistance.*

D. Project Schedule

Project commencement is anticipated for June 2025. The CLG Grant was awarded as of March 2025. Funding for CLG Grant is anticipated to arrive in April 2025. The project must be complete with final documentation and invoicing completed by the Town before June 1, 2026.

E. Project Management

The project manager for the Town of Berthoud will be Anne Johnson, Community Development Director. Town staff will assist the consultant with coordination of meetings. The consultant will prepare a work plan including a refined scope of work, timeline, and budget.

F. Proposal Submittal

Respondents should submit a written proposal that includes the following in no more than fifteen (15) pages:

1. **Cover Letter:** This letter shall briefly introduce the consulting team, indicate interest in the project, and be signed by an authorized company executive. Letters should be one page or less.
2. **Firm Profile:** A brief history of the firm and relevant details.
3. **Team:** Identification of the individual or individuals in the firm/firms who will work on the project. This information should include a list of each person's relevant experience and/or qualifications. This proposal shall highlight the firm or team's experience in completing similar projects for public agencies and include a reference for each project for the selection team to contact. This section shall also identify the key individuals that will be a part of the project team, their role and assignments in the project, and their individual qualifications/professional experience.
4. **Experience/Examples:** Examples of previous work and relevancy to this project. This should include official references for the town's consideration. The successful candidate should have experience with preparing Historic Preservation Plans for communities similar in size to Berthoud; have experience working with HistoryColorado; and contact information to be used as a reference for similar work performed.
5. **Services Offered:** A description of the range of services and list of products or deliverables to be provided. This should include a description of what work will be performed directly by the lead consultant and what work will be performed by sub-consultants or affiliated team members (if any).
6. **Work Scope:** A scope of work to complete the project based on this RFP.
7. **Budget/Costs:** Costs for the project, including hourly rates and a not-to-exceed total budget. The proposed fees for the project should include the hourly rates and estimated hours of each member of the team assigned to the project; any fixed expenses, and any other fees or expenses anticipated. The Proposed Fee should represent the full cost of completing the Preservation Plan.
8. **Schedule:** A schedule for the project, in month-long increments, including deadlines for completion of each phase, dates for public outreach initiatives, and deadlines for draft plans and presentations.

9. **Submittal Format:** The proposal shall be submitted in electronic form, PDF format by email to:

Ethan Mattson, Planner
emattson@berthoud.org

Submittal Process/Contact with Town of Berthoud Staff

If you or your company is interested in responding to this proposal, please send an email to the address listed below containing contact information for your firm, no later than Noon on April 30, 2025. This is a non-binding statement, and this will form the list of parties who will receive notification of any questions and their answers.

All questions or requests for clarification, or official submittals to this RFP should be made through the following email address:

Ethan Mattson, Planner
emattson@berthoud.org

Responses to any questions will be provided to all interested parties within 3 business days. If a more detailed response is required, you will be informed of a timeline in the initial response. The company that submits a question will not be identified in the public response. A consolidated list of questions and response will be published on the Town's website with the RFP publication no later than April 14, 2024.

To be considered for this RFP, an official Response submittal must be made by Noon on April 30, 2025 and sent to the e-mail address above. Late submissions will not be accepted.

All material submitted regarding this RFP shall become the property of the Town. The Town has the right to use any or all ideas presented in reply to this RFP, regardless of the consultant awarded; disqualification of any consultant does not eliminate this right. The Town reserves the right to reject or accept any or all proposals or waive any formalities, informalities, or information therein.

RFP Timeline and Selection Criteria

All time frames are expected targets, with the exception of Response due date of October 15, 2024. Unless notified in writing, no proposals will be accepted after this date. All time listed is local time.

- | | |
|---|----------------------|
| • Release of Request for Proposal | March 18, 2025 |
| • Deadline for Questions on RFP | Noon, April 10, 2025 |
| • Answers to Questions sent by email, return receipt | April 14, 2024 |
| • Bid Responses Due by Electronic Delivery
(email proposal response to bdubois@berthoud.org) | Noon, April 30, 2025 |
| • Bid response review by Town Staff | May 8, 2025 |
| • Notification of any parties selected for further evaluation | May 13, 2025 |
| • Interviews of selected parties, if necessary | Week of May 13, 2025 |
| • Staff recommendation and Board selection | May 27, 2025 |

The Town reserves the right to withdraw or cancel this RFP at any time. The Town also reserves the right to select any consultant that it believes can perform the work, in its sole discretion, regardless of fee estimate. Any contract negotiated between Town staff and the selected firm is subject to Town Board approval.

The successful candidate will enter into a contract for services with the Town. A copy of the contract is attached.

PROPOSAL FOR:

REQUEST FOR PROPOSALS (RFP) BERTHOUD, CO HISTORIC PRESERVATION PLAN

APRIL 30, 2025



CHRONICLE™
HERITAGE

SUBMITTED TO:

TOWN OF BERTHOUD, CO

Chronicle Heritage
(Formerly PaleoWest/Commonwealth)
2770 Dagny Way Suite 110
Lafayette, CO 80026
T: 303.214.4301

ChronicleHeritage.com



CHRONICLE™
HERITAGE

T: (303) 214-4301
info@chronicleheritage.com

DENVER, COLORADO
2770 Dagny Way, Suite 110
Lafayette, Colorado 80026

I. Cover Letter

April 30, 2025

Anne Johnson
Community Development Director
Town of Berthoud, CO
D: 970.344.5828
O: 970.532.2843 ext. 1022
Email: AJohnson@Berthoud.org

RE: Request for Proposals (RFP) Historic Preservation Plan – Town of Berthoud, CO

Dear Anne Johnson,

Chronicle Heritage appreciates this opportunity to provide a thoughtful and insightful historic Preservation Plan for the Town of Berthoud. At Chronicle Heritage, we help communities document, protect, and activate their urban environment through historic preservation, cultural resources advisement, and preservation planning. By blending historical research, architectural assessment, and urban design, we create engaging, economically thriving, and historically rich places.

Our team includes preservation planners, historians, and cultural resource specialists are the best for this project because they have local experience and extensive nationwide experience supporting a wide variety of organizations, including public agencies, redevelopment authorities, and municipalities. In balancing heritage and cultural preservation with modern growth through identification and documentation of historic resources, we ensure historic and cultural resources are not just protected but leveraged as dynamic assets. Beyond preservation planning, we help communities tell their stories through wayfinding, tourism experiences, digital engagement, and cultural activation—ensuring that history remains a living, evolving part of the built environment.

Our key personnel work closely with our field and support staff to create a cohesive team that executes projects quickly, efficiently, and effectively, and Chronicle Heritage has no exceptions to this RFP. We understand exactly what will be entailed in providing the Town of Berthoud with personalized, professional care.

Sincerely,

Chronicle Heritage

Jennifer Deats | Office Principal
2770 Dagny Way, Suite 110
Lafayette, Colorado 80026
303.214.4301

jdeats@chronicleheritage.com
<https://www.chronicleheritage.com>





CHRONICLE™
HERITAGE

CONTRACTOR INFORMATION

Chronicle Heritage
(Formerly PaleoWest/Commonwealth)
2770 Dagny Way Suite 110
Lafayette, CO 80026
T: 303.214.4301
www.ChronicleHeritage.com

DUNS: 617301374
Unique Entity ID: JHN5GDMWC7B7
CAGE: 4B2K5
Federal Tax ID: 72-1609812

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II. Firm Profile

FIRM PROFILE

Unified by a shared mission to preserve the past while supporting progress that creates a better present and future, PaleoWest, LLC and Commonwealth Heritage Group, LLC joined forces in 2022 to form Chronicle Heritage. As the largest cultural resource-only firm in the United States, we now have 33 offices across the continental United States, which includes the Southwest region comprising our corporate headquarters in Arizona and 8 regional offices serving New Mexico, Utah, Colorado, Texas, and Oklahoma.

CORPORATE ADDRESS

PHOENIX HQ
602.261.7253
2025 North 3rd Street
Suite 157
Phoenix, AZ 85004

FOUNDED

2006

SIZE

750+ employees

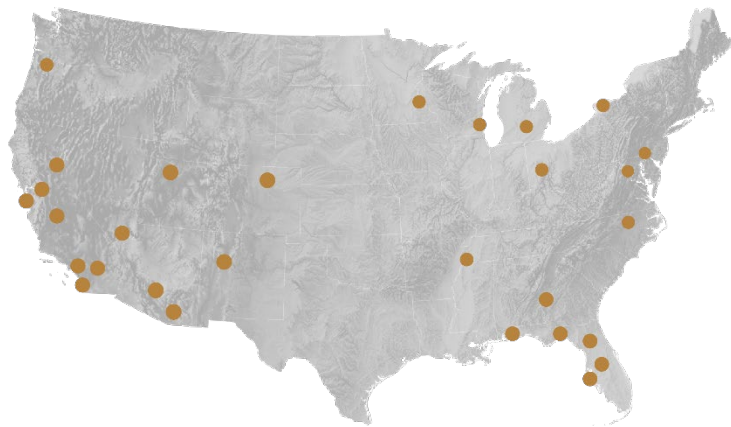
EXPERTISE / SERVICES

Archaeology
Ethnography
Paleontology
Underwater Archaeology
Construction Compliance
Historic Architecture
Historic Preservation
Preservation Planning
GIS and Technology
Exhibition and Public Engagement

Staff in our Ignacio and Rocky Mountain offices are highly experienced with fulfilling Colorado Office of Archaeology and Historic Preservation (OAHP) requirements and those of diverse reviewing agencies. Our archaeological services include Class I literature searches, Class II and III surveys, site recordation, site testing and National Register of Historic Places (NRHP) evaluations, full-scale excavations, artifact analyses and curation, reporting, monitoring, mitigation, ethnographic documentation, Native American consultation, public outreach and education, preservation and treatment plans, programmatic agreements, and memoranda of agreement. Chronicle Heritage holds a current Colorado BLM Cultural Resources Use Permit (CRUP)(C-70616) that is valid through August 9, 2025. All personnel leading field crews for this project are listed on Chronicle Heritage's permit as a Principal Investigator and/or Field Director.

Chronicle Heritage's success is the result of a unique vision to professionalize the cultural resource management industry through solution-oriented consulting. Our cultural resource services in the Southwest region extend to all aspects of the discipline, where we provide a range of expertise in conducting archaeological surveys and mitigation (e.g., testing, data recovery, and monitoring), as well as ethnographic and

architectural history studies, cultural landscape inventories, historic preservation and planning, geographic information system (GIS) services, osteology, paleontology, and public outreach. Our team of over 300 full-time technical experts is well-versed in local, state, and federal cultural resource regulations. We leverage our extensive relationships with municipal, state, and federal agencies and descendant communities to maximize stakeholder engagement, streamline projects, and convey findings in a more comprehensive manner.



Chronicle Heritage office locations: serving clients coast to coast

III. Team

KEY PERSONNEL

JOHN SCHUTTLE, M.A.

Project Manager

John Schuttler, a resident of Greeley, serves as senior architectural historian and project manager at Chronicle Heritage. He has extensive experience leading projects for government agencies, private businesses, and non-profit organizations. John has worked extensively with underserved and under-recognized communities, notably his recent work leading the National Historic Landmark (NHL) nomination for the African American resort destination developed during segregation, Idlewild, Michigan. Before his employment with Chronicle Heritage, John researched and wrote histories, including oral histories, for over a dozen Native communities. John has experience conducting reconnaissance and intensive-level architectural surveys in rural and urban districts, preparing NRHP nominations, grant fund applications, federal tax credit certifications, and preservation plans. He has evaluated a broad range of resource types, including residential, commercial, educational, transportation, industrial, and military, at the individual and district levels.

CALEB GASPAREK

Preservation Planner

Based in Chronicle's Denver office, Caleb Gasperek has over 7 years of experience in the public, private, and non-profit sectors practicing both preservation planning and architectural history. Gasperek's work includes authoring citywide preservation plans, authoring historic design guidelines, National Register Nominations, Section 106 review, conducting historic resource surveys, and long-range neighborhood planning. Previously, he was the Historic Preservation Officer (HPO) for the City of New Braunfels, Texas, where he managed the city's historic preservation program.

Caleb will share his extensive experience in working on similar projects across the country. His extensive recent experience developing design guidelines and similar tools will bring the most current approaches to the project.

Caleb brings a cross-disciplined approach to preservation from his experience working with private entities, local and state governments, and non-profits. He has been involved in preservation projects in Texas, Colorado, New Mexico, Alabama, California, Connecticut, and Virginia. Furthermore, Gasperek is particularly experienced with city review processes, ordinances and regulations, historic design review, preservation planning, and district design guidelines from his time as the Preservation Planner for Chronicle Heritage and as HPO of New Braunfels, TX.

DEAN BAKER, M.C.R.P., M.H.P., A.I.C.P.

Preservation Planning Lead

Dean is an award-winning, internationally recognized expert in Architectural History, Dean Baker shares three decades of experience in cultural resources management (CRM) with significant expertise in Georgia, and the southeastern United States. Before coming to Chronicle Heritage, he spent over a decade at the Georgia SHPO where he developed the Georgia Streetscape Guidelines while working with hundreds of projects throughout the state.

This deep experience with the development of streetscape and design guidelines will enable dean to effectively lead and focus the team on developing a location specific approach that builds upon

our previous experience in DeFuniak Springs working with the proposed National Historic Landmark nomination for the Florida Chautauqua.

He later established an independent consulting firm where he led the nation in listing John Portman's 1961-1988 Peachtree Center in downtown Atlanta on the National Register of Historic Places. He is a lauded expert on mid- to late-twentieth-century architectural history, noted for his work with late-twentieth-century Modern and Post-Modern resources. Dean has worked on numerous projects throughout the Southeast, Colorado, and California. Dean has worked with thousands of historic resources and evaluated them for listing on the NRHP or contributed to their ongoing preservation.

CARRIE CHASTEEN, M.S.

Senior Architectural Historian

As Senior Architectural Historian, Carrie Chasteen will lead the Historic Assessment, Carrie Chasteen has over 22 years of architectural history experience at the state, federal, and private sector levels. Her common tasks include project management, field surveys, archival research, and coordinating with lead and consulting agencies. Carrie has extensive experience in California, Oregon, Washington, Nevada, and throughout the eastern seaboard. In addition, Carrie has extensive transportation experience, including Caltrans, the Oregon Department of Transportation, and the Washington State Department of Transportation (WADOT). Carrie exceeds the SOI's Professional Qualification Standards as a Historian and Architectural Historian in accordance with 36 CFR Part 61.

JENNIFER K. DEATS, M.A., RPA

Office Principal/Contract Manager

Jennifer Deats, proposed as Contract Manager for this project, has more than 10 years of experience in archaeology, five of them at Chronicle Heritage. At Chronicle Heritage, Jennifer has managed many Colorado surveys, including land development, drainage improvement, and cell tower projects. She has worked extensively on reporting for Wyoming, Colorado, Arizona, Nebraska, and Utah projects, including a large Class III survey for a proposed wind farm in Wyoming and several Class III Wyoming and Colorado surveys for the Bureau of Land Management (BLM). Her professional responsibilities have included all aspects of research design, fieldwork, site evaluation, report writing, artifact curation, and public education. She has successfully managed numerous projects at Chronicle Heritage from inception to completion; these projects varied in size and complexity, from cell tower inventories to multi-county projects covering thousands of acres. She is truly knowledgeable about the area's archaeology and state and BLM regulations for Colorado.

A steering committee of city officials, commissioners, nonprofit leaders, and owners of historic properties helped Chronicle Heritage staff by providing feedback on project objectives, draft plans, and with assistance in gathering feedback from the larger community. The final draft was approved in summer 2023. [It can be viewed online here.](#)

Request for Proposals (RFP)
Berthoud, CO Historic Preservation Plan

Key Personnel Experience/Role

Name	Professional Experience	Role / Responsibility	Assignment
John Schuttler, M.A.	33+ years	Project Manager	Lead Project Planner - Outreach
Caleb Gasparek, B.S.	7+ years	Preservation Planner	Preservation Planner
Carrie Chasteen, M.S.	22+ years	Senior Architectural Historian	History & Context
Dean Baker, M.C.R.P., M.H.P., A.I.C.P.	29+ years	Principal Preservation Planner	Plan Content Lead, Quality Assurance,
Jennifer Deats, M.A., R.P.A.	10+ years	Office Principal	Contract Management

IV. Experience/Examples

RELEVANT RECENT PROJECTS WITH REFERENCE DETAILS



Danville Citywide Preservation Plan

Danville, VA

Chronicle Heritage was selected by the City of Danville, VA to provide a comprehensive citywide preservation plan, the first such plan in Danville. The purpose of the preservation plan was to create a set of goals and strategies for protecting cultural and historic resources within the city, and to provide city officials and local commissioners with a set of strategies for the enhancement of historic preservation in Danville. Specific goals of the project included undoing the legacy of Jim Crow, protecting existing historic resources while identifying new ones, and creating new incentives and policies for preserving the city's historic building stock. Chronicle Heritage staff began the project by working with city officials and members of the steering committee to identify the strengths and weaknesses of existing preservation efforts. A public open house was conducted in early December 2022 to gather feedback from the community.

Staff are currently in the process of creating the first draft of the preservation plan based off feedback from the steering committee, city officials, and members of the public. Chronicle Heritage will be conducting an online survey in early 2023 to gather additional feedback from the public once the initial goals and policies have been revised.

Ben DiBiase, M.A. is serving as the Project Manager. Caleb Gasperek is acting as the Preservation Planner for the project.

CLIENT

City of Danville
Renee Burton, Director of Planning and Zoning
E: Burtotr@danvilleva.gov
T: 434.799.5260

ROLE

Prime

TOTAL PROJECT COST

\$23,600.00

PROJECT DATES

September 2022 – Ongoing



Westport Citywide Preservation Plan

Westport, CT

In 2022, Chronicle Heritage was selected by the City of Westport, CT to provide a comprehensive citywide preservation plan, the first of its kind in Westport. The purpose of the preservation plan was to create a set of goals and strategies for enhancing and protecting the various historic resources in city limits, and to provide city officials and local commissioners with a set of guiding principles and strategies for preservation in Westport. Specific goals of the project included protecting potential resources from demolition and neglect, utilizing historic resources and cultural amenities for enhancing tourism and public awareness, and effectively managing new growth and development in local historic districts. Chronicle Heritage staff began the project by working with city officials and members of the Preservation Commission to perform a SWOT analysis of preservation in Westport. Chronicle Heritage architectural historians and preservation planners then reviewed statewide preservation plans, local planning documents, and city ordinances to best determine a path for moving forward and to begin drafting a set of goals and strategies.

Staff is currently in the process of forming a steering committee made up of city officials, commissioners, non-profit leaders, and owners of historic properties in Westport. The steering committee will help Chronicle Heritage staff by providing feedback on project objectives, draft plans, and with assistance in gathering feedback from the larger community.

Ben DiBiase, M.A. served as the Project Manager. Caleb Gasperek served as the Preservation Planner for the project. Althea Wunderler-Selby served as the Architectural Historian for the project.

CLIENT

City of Westport
Donna Douglass, Historic District
Commission Administrator,
Architectural Review Board
Administrator,
Certified Local Government
Coordinator
E: Ddouglass@westportct.gov
T: 203.341.1184

ROLE

Prime

TOTAL PROJECT COST

\$19,845.00

PROJECT DATES

July 2022 -- Ongoing



Preserving Place: Tempe Historic Preservation Plan

Tempe, Maricopa County, Arizona

As Commonwealth Heritage Group, Chronicle Heritage worked with the City of Tempe Historic Preservation Office to complete an updated preservation plan that addressed many aspects of the historic Arizona city. The plan included a review of the previous 1997 plan, considerations of local and state laws pertaining to historic preservation, and other Tempe municipal plans such as the Climate Action Plan and how historic preservation dovetails into the various goals and needs of the city itself. In partnership with the city, Chronicle Heritage hosted a public meeting to evaluate the public perception and goals of the current preservation plan.

The final preservation plan includes cultural and architectural histories of the city, evaluations of municipal buildings and traditional cultural properties (TCPs), and other cultural heritages of the city like those influenced by Mexican and African American cultures. The updated preservation plan was adopted by Tempe City Council in June 2022 and can be found here: <https://www.tempe.gov/home/showpublisheddocument/92621/637921968206130000>.

CLIENT

Zachary Lechner, Historic Preservation Officer
Tempe Historic Preservation Office
31 East Fifth Street
Tempe, Arizona 85281
E: Zachary_Lechner@tempe.gov
T: 480.350.4311

TOTAL PROJECT COST

\$79,806

PROJECT DATES

April 2020 – June 2022

V. Services Offered

Chronicle Heritage will deliver a comprehensive suite of services to support the development of the Town of Berthoud's Historic Preservation Plan. All work will be performed in-house by our experienced interdisciplinary team, ensuring seamless coordination and consistent quality throughout the project. Our team will conduct detailed data collection and analysis—including review of local preservation policies, historic designations, and planning documents—prior to initiating public engagement. We will manage a phased public involvement strategy encompassing stakeholder interviews, interactive community meetings, and committee coordination to integrate community priorities into the plan. The lead consultant will be responsible for overall project management, research direction, facilitation of public engagement, and authorship of all plan components. Final deliverables will include: the Historic Preservation Plan and accompanying Action Plan, community engagement summaries, proposed regulatory language in track-changes format, and presentation materials for public hearings and plan adoption.

VI. Work Scope

INTRODUCTION

The following Scope of Work outlines the approach, deliverables, and responsibilities associated with the preparation of a Historic Preservation Plan for the Town of Berthoud, Colorado.

Task A: Data Collection and Analysis

- Conduct a comprehensive review of Berthoud's existing preservation policies, plans, design guidelines, and regulatory framework.
- Utilize the Colorado Office of Archaeology and Historic Preservation's COMPASS database to identify state and federally recognized resources within Berthoud.
- Document all locally designated historic landmarks and districts.
- Develop baseline documentation that identifies preservation needs, opportunities, and gaps.
- Summarize findings in a format accessible to the public, integrating visual tools, maps, and infographics to enhance understanding.

Task B: Public Involvement

Phase 1: Introductory Meetings

- Facilitate introductory meetings with the Historic Preservation Advisory Committee (HPAC), Planning Commission, elected officials, and Town staff to review goals, constraints, and the planning process.
- Present the draft project schedule and establish communication protocols.
- Assist the Town in forming a Historic Preservation Plan Committee comprised of key community stakeholders.

Phase 2: Public Engagement Initiatives

- Conduct stakeholder interviews with property owners, local organizations, and other interest groups to gather qualitative and quantitative input.

- Design and lead at least two (2) public engagement sessions that are interactive, inclusive, and bilingual when needed, ensuring representation across the community.
- Provide analysis and synthesis of community feedback to inform planning priorities.

Phase 3: Plan Composition and Review

- Prepare a Draft Historic Preservation Plan that includes, but is not limited to:
 - Benefits and legal foundation of preservation
 - Survey and analysis of historic assets
 - Evaluation of current preservation practices
 - Emerging trends affecting preservation
 - Goals, policies, and strategic recommendations
 - Action Plan with implementation timelines
 - Recommended amendments to the Town Code (provided in track-changes format)
 - Identification of potential preservation partners and resources
- Revise the Draft Plan based on consolidated feedback from Town staff and the Preservation Plan Committee.
- Present the revised Draft Plan in a joint public meeting with the HPAC and Planning Commission.

Phase 4: Plan Adoption

- Support Town staff as needed in the formal adoption process. This includes responding to final feedback and integrating minor revisions.
- Finalize the Plan and all associated materials in a publication-ready format.

Task C: Project Management and Coordination

- Designate a dedicated project manager responsible for oversight, communication, and timely delivery of all work products.
- Submit a detailed project schedule, deliverables timeline, and budget at project initiation.
- Conduct regular status updates with the Town's project manager.
- Ensure all work aligns with grant guidelines and Town objectives.

Task D: Deliverables

- Community engagement summary reports
- Draft and Final Historic Preservation Plan
- Digital and print-ready versions of all materials
- Track-changed version of Town Code amendments
- Presentation materials for public and committee meetings
- Final Action Plan and Implementation Matrix

VII. Budget/Costs

PROPOSED FEE

Chronicle proposes to complete the tasks described in the Statement of Work for a firm fixed price of \$34,393.34, inclusive of all labor, materials, and travel. The total amount reflects a 39.2% discount that is not reflected in the individual hourly rates. A breakdown of costs by task is provided in the table below.

Scope	Labor Categories (E.G., Consultant, Sr. Consultant, Etc.)	Est. Hours	Hourly Rate	Extended Rate
A. Data Collection and Analysis	Senior Level & Preservation Planner	60	\$160 & \$140	\$5,638.20
B. Public Involvement	Senior Level & Preservation Planner	90	\$160 & 140	\$8,457.30
Phase 3: Plan Composition, Draft Plan Presentation/ Revisions	Senior GIS Specialist, Senior Level, Preservation Planner, GIS Specialist, Staff Level	204	\$170, \$160, \$140, \$135, \$120	\$19,169.88
Phase 4: Plan Adoption	Senior Level	12	\$160	\$1,127.64
TOTAL		366		\$34,393.34

VIII. Schedule

Timeline	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26
Project Initiation and Contracting													
Task A: Data Collection and Analysis													
Phase 1: Introductory Meetings													
Phase 2: Public Engagement Initiatives													
Phase 3: Draft Plan Composition and Review													
Phase 3: Revisions and Joint Meeting Presentation													
Phase 4: Final Plan Revisions and Submission													
Task C: Project Management (Ongoing)													
Final Report and Documentation Submission													



OVERVIEW

The Certified Local Government (CLG) Program seeks to encourage and expand local involvement in historic preservation activities through a partnership between local governments and the State Historic Preservation Office (SHPO), and the National Park Service (NPS).

BENEFITS

- ▶ CLGs communities have access to grant funds available only to CLGs. These grants do not require a cash match and can be used for survey, planning, nomination, or educational activities.
- ▶ CLG communities receive technical support from SHPO and National Park Service staff in order to advance local preservation objectives.
- ▶ CLG communities have the ability to join national organizations, such as the National Alliance of Preservation Commissions, that provide informational resources and access to a 50-state preservation network.
- ▶ The SHPO offers CLG-exclusive training and networking opportunities throughout the state.
- ▶ The opportunity to participate in the review of tax credit projects.
- ▶ Local designation qualifies property owners for the 20 percent State Historic Preservation Tax Credit and provides access to the State Historical Fund preservation grant program.
- ▶ A strong local preservation program can increase property values, assist in promoting heritage tourism, and promote community heritage and identity.



St. James Episcopal Church, Lake City, CLG grant recipient



North Side Historic District, Pueblo

OBLIGATIONS

- ▶ Each CLG must enact and enforce a local ordinance that provides a legal framework for a preservation program that will achieve the purpose of designating and protecting significant historic buildings, sites, structures and districts.
- ▶ Each CLG must create a commission of at least five members that have a demonstrated interest, competence, or knowledge of preservation, and the commission must meet at least four times a year.
- ▶ At least one commission member must attend a SHPO-approved educational/training event each year.
- ▶ CLGs must maintain a system for survey and inventory of historic properties.
- ▶ CLGs must provide opportunities for public participation in local preservation efforts.
- ▶ CLGs must review and provide comment on National Register nominations submitted for properties within their jurisdiction.

For more information on the CLG program contact
Lindsey Flewelling at lindsey.flewelling@state.co.us

Last updated January 2022

BOARD OF TRUSTEES INFORMATION



ADMINISTRATION DEPARTMENT

Meeting Date:	May 27, 2025
Agenda Title/Subject:	Wilson Farm Partial Acquisition
Type of Item:	Regular Item
Purpose:	Consider the Contract to Purchase a portion of the Wilson Farm, south of Heritage Ridge, adjacent to the Little Thompson River
Presented by:	Chris Kirk, Town Administrator

ATTACHMENTS:

- Contract to Buy and Sell Real Estate
- Section 30 Addendum

BACKGROUND:

As the Board will recall, the Town has been actively acquiring important portions of open space adjacent to the Little Thompson River. The long-term goal of the Town has been to maintain open space and agricultural land in this corridor because of its recreational and environmental value, and its impact on the Town's community identity.

In 2025, the Town was awarded a grant from Great Outdoors Colorado (GOCO) to help fund the acquisition of the 105-acre Schaal Farm on CR 5, which closed in April. The same grant was also awarded to support the acquisition of a 52-acre portion of the Wilson Farm, south of the Heritage Ridge subdivision at the south end of 5th Street. Both properties must also be placed under a conservation easement in order to obtain the grant funds. A map of this portion of the farm is included with the purchase contract.

To further the Town's goals and to access the full GOCO grant, Town staff have negotiated a contract to purchase a portion of the Wilson Farm. The proposed price per acre of \$24,000 was based upon a prior appraisal of a nearby property. A formal appraisal will be conducted for this property during the due diligence period, and the price will be negotiated accordingly. The current total proposed purchase price is \$1,248,000. There are no water rights or mineral rights associated with this purchase.

UPDATE/NEXT STEPS:

Should the Board approve the contract, staff will begin all due diligence work outlined in the contract.

COMMUNITY TOUCHSTONES:

Acquisition of this land will create a connection from Hillsdale Park to the Little Thompson

River via the Dry Creek Corridor. It will also preserve land immediately adjacent to, and on the north side of the River for future generations. This open space, and potential recreational land will enhance our *Community Identity* as a small-town with a strong agricultural heritage.

RECOMMENDED ACTION(S):

Approve the Contract to Buy and Sell Real Estate between the Town of Berthoud and HT Land Partners 400 LLC

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: 5/8/2025

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Berthoud, a Colorado Statutory Town (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** N/A.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. HT Land Partners 400 LLC, a Colorado limited liability company (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Larimer, Colorado (insert legal description):

A 52-acre portion of the following parcels:

LOT 1, OLD BERTHOUD HOMESTEAD MLD (20060075409) (Parcel I)

AND

POR OF 23 & 26-4-69 DESC AS BEG AT SW COR SD SEC 23, THALG W LN SW 1/4 N 0 10' 13" E 28.88 FT TPOB, TH CONT ALG W LN N 0 10' 13" E 641.62 FT, S 88 15' 59" E 594 FT, N 0 3' 3" W 42 FT, S 88 39' 42" E 4 (Parcel II)

INCLUDING ALL OIL, GAS AND OTHER MINERALS BENEATH THE PROPERTY.

Larimer County Parcels No. 9426105701 and 9423300005 are referred to as the "Wilson Farm Properties"; the 52 acre portion of the Wilson Farm Properties to be purchased pursuant to this Contract is referred to as the "Property", as set forth in Exhibit A.

known as: _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions: See Section 30 Addendum.**

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

52 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
53 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
54 encumbrances, except:
55 *N/A*

56 Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
57 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
58 such approval this Contract terminates.

59
60 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
61 applicable legal instrument.

62 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
63 at Closing (Leased Items):
64 *N/A*

65 Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
66 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
67 receive such approval this Contract terminates.

68
69 ☐ **2.5.5. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
70 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
71 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such Solar
72 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
73 before Closing. If Buyer does not receive such approval this Contract terminates.

74
75 **2.6. Exclusions.** The following items are excluded (Exclusions):

76
77 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

78 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

79
80 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

81 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3.,
82 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

83
84 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
85 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
86 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
87 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
88 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
89 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
90 _____.

91 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

92
93 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
94 conveyed as part of the Purchase Price as follows:

95
96 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**
97 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

98 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
99 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by
100 executing the applicable legal instrument at Closing.

101 **2.7.7. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
102 to Buyer on or before the **Water Rights Examination Deadline**.

103 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

104
105 **3. DATES, DEADLINES AND APPLICABILITY.**

106 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5 pm

2	§ 4	Alternative Earnest Money Deadline	See Section 30 Addendum
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	14 days after MEC
4	§ 8	Record Title Objection Deadline	90 days after MEC
5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	90 days after MEC
7	§ 8	Title Resolution Deadline	100 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	80 days after MEC
23	§ 6	Appraisal Objection Deadline	90 days after MEC
24	§ 6	Appraisal Resolution Deadline	100 days after MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	80 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	90 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	100 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	90 days after MEC
30	§ 10	Inspection Termination Deadline	80 days after MEC
31	§ 10	Inspection Objection Deadline	90 days after MEC
32	§ 10	Inspection Resolution Deadline	100 days after MEC
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	90 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	100 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	80 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	N/A
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	130 days after MEC to April 7, 2026 <i>See Section 30 Addendum</i>
44	§ 17	Possession Date	At Closing <i>See Section 30 Addendum</i>
45	§ 17	Possession Time	12 pm
46	§ 27	Acceptance Deadline Date	May 8, 2025
47	§ 27	Acceptance Deadline Time	5 pm

107 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”.
108 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
109 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
110 “None”, such provision means that “None” applies.

111 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
112 abbreviation “N/A” as used in this Contract means not applicable.

113 **3.3. Day; Computation of Period of Days; Deadlines.**

114 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
115 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
116 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
117 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
118 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

119 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
120 ending date is not specified, the first day is excluded and the last day is included.

121 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
122 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
123 the deadline will not be extended.

124 **4. PURCHASE PRICE AND TERMS.**

125 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows: **SEE SECTION**
126 **30 ADDENDUM**

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price		\$ 1,248,000.00
2	§ 4.3.	Earnest Money	\$ 25,000.00	
3	§ 4.5.	New Loan		
4	§ 4.6.	Assumption Balance		
5	§ 4.7.	Private Financing		
6	§ 4.7.	Seller Financing		
7				
8				
9	§ 4.4.	Cash at Closing	\$ 1,223,000.00	
10		TOTAL	\$ 1,248,000.00	

127 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
128 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
129 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
130 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
131 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
132 elsewhere in this Contract.

133 **4.3. Earnest Money.** The Earnest Money and Additional Earnest Money, as set forth in the Section 30 Addendum, in the
134 form of a Check, will be payable to and held by Title Company (Earnest Money Holder), in its trust account, on behalf of
135 both Seller and Buyer. The Earnest Money and Additional Earnest Money deposit must be tendered, by Buyer, as set forth in the
136 Section 30 Addendum. The parties authorize delivery of the Earnest Money and Additional Earnest Money deposit to the company
137 conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have
138 interest on Earnest Money and Additional Earnest Money deposits transferred to a fund established for the purpose of providing
139 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money
140 and Additional Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

141 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
142 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

143 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
144 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
145 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
146 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
147 form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23

(Earnest Money Dispute), if the Earnest Money and Additional Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. Omitted as Inapplicable.

4.6. Assumption. Omitted as Inapplicable.

4.7. Seller or Private Financing. Omitted as Inapplicable.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. Omitted as Inapplicable.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

201 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
202 Communities and subject to one or more declarations (Association).

203 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
204 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
205 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
206 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
207 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
208 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
209 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
210 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
211 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
212 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
213 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
214 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
215 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
216 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
217 ASSOCIATION.

218 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
219 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
220 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
221 of the Association Documents, regardless of who provides such documents.

222 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

223 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
224 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
225 C.R.S.;

226 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
227 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
228 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
229 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

230 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
231 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
232 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
233 (Association Insurance Documents);

234 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
235 disclosed in the Association's last Annual Disclosure;

236 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
237 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
238 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
239 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
240 Association's community association manager or Association will charge in connection with the Closing including, but not limited
241 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
242 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
243 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
244 7.3.5., collectively, Financial Documents);

245 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
246 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
247 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
248 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
249 elements or limited common elements of the Association property.

250 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
251 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
252 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
253 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
254 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
255 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
256 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
257 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
258 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

259 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

260 **8.1. Evidence of Record Title.**

261 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
262 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
263 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
264 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
265 and delivered to Buyer as soon as practicable at or after Closing.

266 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
267 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
268 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
269 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

270 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
271 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
272 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
273 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
274 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
275 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

276 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
277 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
278 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
279 § 8.7. (Right to Object to Title, Resolution).

280 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
281 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
282 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
283 Documents).

284 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
285 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
286 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
287 party or parties obligated to pay for the owner's title insurance policy.

288 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
289 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

290 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
291 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
292 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
293 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
294 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
295 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
296 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
297 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
298 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
299 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
300 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
301 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
302 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
303 Documents as satisfactory.

304 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
305 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
306 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
307 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
308 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
309 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
310 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
311 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-**
312 **Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
313 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
314 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
315 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
316 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
317 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

318 **8.4. Special Taxing and Metropolitan Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO
319 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES
320 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
321 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
322 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
323 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
324 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
325 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
326 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
327 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: _____.

328 **8.5. Tax Certificate.** A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing or
329 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
330 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
331 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
332 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
333 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
334 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
335 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
336 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
337 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

338 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
339 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
340 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
341 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
342 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
343 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
344 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
345 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

346 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
347 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
348 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
349 applicable deadline, Buyer has the following options:

350 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
351 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
352 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
353 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
354 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
355 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
356 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
357 applicable documents; or

358 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
359 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

360 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
361 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
362 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
363 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
364 laws and governmental regulations concerning land use, development and environmental matters.

365 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
366 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
367 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
368 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
369 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
370 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
371 **GAS OR WATER.**

372 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
373 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
374 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
375 **RECORDER.**

376 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**

TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of ALTA Survey; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or:
N/A

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the

432 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
433 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
434 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
435 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
436 sole subjective discretion, Buyer may:

437 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
438 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
439 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
440 pursuant to § 10.3.2.; or

441 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
442 description of any unsatisfactory condition that Buyer requires Seller to correct.

443 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
444 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
445 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
446 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
447 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
448 executing an Earnest Money Release.

449 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
450 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
451 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
452 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
453 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
454 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
455 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
456 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
457 pursuant to an Inspection Resolution.

458 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
459 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
460 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

461 **10.6. Due Diligence.**

462 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
463 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
464 **Deadline**:

465 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
466 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
467 are as follows (Leases):
468 N/A

469 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
470 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
471 Buyer on or before **Due Diligence Documents Delivery Deadline**.

472 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
473 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
474 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

475 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of
476 its name or title).

477 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
478 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

479 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
480 of the following:

481 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
482 Property;

483 ☐ **10.6.1.6.2.** Property tax bills for the last _____ years;

484 ☒ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
485 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
486 extent now available;

487 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

488 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

489 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

490 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
 491 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
 492 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
 493 have been made for the past 5 years;
 494 ☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
 495 not delivered earlier under § 8.3.);
 496 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
 497 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
 498 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
 499 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
 500 Seller;
 501 ☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
 502 compliance of the Property with said Act;
 503 ☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
 504 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
 505 authorizations, if any; and
 506 ☐ **10.6.1.6.13.** Other:
 507
 508 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 509 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
 510 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:
 511 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
 512 terminated; or
 513 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 514 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
 515 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
 516 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a
 517 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
 518 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
 519 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).
 520 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or
 521 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review
 522 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due
 523 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence
 524 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
 525 Diligence Document.
 526 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection**
 527 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 528 the Property, in Buyer's sole subjective discretion.
 529 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections of the Property
 530 including a Phase I Environmental Site Assessment. ☐ **Seller** ☒ **Buyer** will order or provide a current Phase I Environmental
 531 Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site
 532 Assessments) and/or N/A, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection).
 533 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
 534 **Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection
 535 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the
 536 **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II
 537 Environmental Site Assessment.
 538 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
 539 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
 540 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
 541 subjective discretion.
 542 **10.6.5. Due Diligence – ADA.** Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
 543 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
 544 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,
 545 if any.
 546 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory
 547 ADA Evaluation, in Buyer's sole subjective discretion.

601 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
602 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

603 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
604 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
605 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

606 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
607 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐
608 special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
609 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
610 sufficient special warranty deed to Buyer, at Closing.

611 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
612 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

613 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
614 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
615 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
616 at or before Closing by Seller from the proceeds of this transaction or from any other source.

617 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
618 **WITHHOLDING.**

619 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
620 to be paid at Closing, except as otherwise provided herein.

621 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller
622 ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

623 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
624 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
625 associated with or specified in the Status Letter will be paid as follows:

626 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

627 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer
628 and One-Half by Seller ☐ N/A.

629 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
630 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
631 Buyer and One-Half by Seller ☒ N/A.

632 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
633 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

634 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by
635 Buyer and One-Half by Seller ☐ N/A.

636 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
637 ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

638 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
639 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller
640 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

641 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
642 \$_____ for:

643 ☐ Water District/Municipality ☐ Water Stock
644 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

645 and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

646 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
647 paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

648 **15.9. FIRPTA and Colorado Withholding.**

649 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
650 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
651 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
652 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
653 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
654 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
655 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
656 if an exemption exists.

657 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
658 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
659 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
660 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
661 tax advisor to determine if withholding applies or if an exemption exists.

662 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

663 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

664 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
665 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy**
666 **and Most Recent Assessed Valuation**, ☐ **Other** _____.

667 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
668 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
669 writing of such transfer and of the transferee's name and address.

670 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and N/A _____.

671 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

672 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
673 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
674 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
675 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
676 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐
677 **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of
678 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
679 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
680 regular assessments and N/A _____. Association Assessments are subject to change as provided in the
681 Governing Documents.

682 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
683 subject to the Leases as set forth in § 10.6.1.1.

684 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
685 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300 _____ per day (or any part of a day
686 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
687 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

688

GENERAL PROVISIONS

689 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
690 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
691 existing as of the date of this Contract, ordinary wear and tear excepted.

692 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
693 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
694 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
695 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
696 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
697 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
698 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
699 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
700 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
701 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
702 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
703 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
704 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

705 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
706 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
707 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
708 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
709 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
710 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before

711 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
712 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
713 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
714 Closing.

715 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
716 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
717 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
718 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
719 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
720 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

721 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
722 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

723 **18.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
724 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
725 the growing crops.

726 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
727 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
728 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
729 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
730 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
731 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
732 be complied with.

733

734 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
735 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
736 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
737 has the following remedies:

738 **20.1. If Buyer is in Default:**

739 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
740 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
741 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
742 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

743 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
744 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
745 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
746 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
747 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

748 **20.2. If Seller is in Default:**

749 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
750 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
751 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
752 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
753 or damages, or both.

754 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
755 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
756 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
757 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
758 Contract are reserved and survive Closing.

759 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
760 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
761 reasonable costs and expenses, including attorney fees, legal fees and expenses.

762 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
763 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
764 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
765 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
766 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire

767 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
768 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
769 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
770 Section will not alter any date in this Contract, unless otherwise agreed.

771 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
772 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
773 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
774 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
775 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
776 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
777 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
778 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
779 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time
780 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
781 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

782 **24. TERMINATION.**

783 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
784 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
785 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
786 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
787 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
788 in the Contract is ineffective and does not terminate this Contract.

789 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
790 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

791 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
792 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
793 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
794 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
795 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
796 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

797 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

798 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
799 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
800 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
801 must be received by the party, not Broker or Brokerage Firm).

802 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
803 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
804 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
805 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

806 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
807 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
808 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

809 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
810 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
811 located in Colorado.

812 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
813 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
814 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
815 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
816 copies taken together are deemed to be a full and complete contract between the parties.

817 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
818 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**

819 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
820 **Diligence and Source of Water.**

821 **29. BUYER'S BROKERAGE FIRM COMPENSATION. *Omitted as Inapplicable.***

822

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

823 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
824 Commission.)
825 *See attached Addendum to Contract to Buy and Sell Real Estate Between the Town of Berthoud ("Buyer") and HT Land*
826 *Partners 400 LLC ("Seller").*

827 **31. OTHER DOCUMENTS.**

828 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

829 *Section 30 Addendum, Exhibit A*

830 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

831 *Seller's Property Disclosures*
832

833

SIGNATURES

834 Buyer's Name: Town of Berthoud Buyer's Name: _____

Chris Kirk, Town Administrator	Date	Buyer's Signature	Date
Address:	<u>807 Mountain Avenue</u>	Address:	_____
	<u>PO Box 1229</u>		_____
Phone No.:	<u>970-532-2643</u>	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	<u>ckirk@berthoud.org</u>	Email Address:	_____

835 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: HT Land Partners 400 LLC Seller's Name: _____

Alex Hoime	Date	Seller's Signature	Date
Address:	<u>320 N Lincoln Ave</u>	Address:	_____
	<u>Loveland, CO 80537</u>		_____
Phone No.:	<u>970-290-1970</u>	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	<u>ahoime@tait.com</u>	Email Address:	_____

836

837

END OF CONTRACT TO BUY AND SELL REAL ESTATE
--

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

838

ADDENDUM
TO
CONTRACT TO BUY AND SELL REAL ESTATE

This Addendum to Contract to Buy and Sell Real Estate (the "Addendum") forms a part of the Contract to Buy and Sell Real Estate (Land) (the "Base Form Contract") made by the ***Town of Berthoud*** ("Buyer") and ***HT Land Partners 400 LLC*** (collectively, "Seller") as though it were printed out in full under Section 30 of the Base Form Contract. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Base Form Contract. In the event of any conflict between this Addendum and the Base Form Contract, this Addendum shall control. The Base Form Contract as modified by this Addendum and the Residential Addendum is referred to herein as the "Contract".

A. Contract Approval Contingent on Buyer's Board Approval; MEC. Notwithstanding Section 26 (Notice, Delivery and Choice of Law) and Section 27 (Notice of Acceptance, Counterparts), this Contract shall not be binding upon Buyer until this Contract signed by Seller has been received by and approved in writing by Buyer's Board of Trustees. If this Contract signed by Seller is approved in writing by Buyer's Board of Trustees, this Contract signed by Seller shall become a contract between Seller and Buyer. If, within twenty business days after Buyer's receipt of the Contract signed by Seller, Buyer does not deliver to Seller written notice of the approval by Buyer's Board of Trustees of the Contract signed by Seller, the Contract signed by Seller shall not be binding upon Seller and Buyer. Further, notwithstanding Section 3.2 (Applicability of Terms), the mutual execution of this Contract ("MEC") shall be the date this Contract becomes a contract between Seller and Buyer as provided above in this Section 30.A.

B. Notices. The party to receive notices for the Buyer under Section 26.2 of the Base Form Contract is Chris Kirk, ckirk@berthoud.org. The party to receive notices for the Seller is Alex Hoime, ahoime@TAIT.COM.

C. Disclosure of Defects; Seller's Documents.

a. Disclosures. Seller shall provide the Seller's Disclosure Statement as set forth in the Base Form Contract.

b. Seller's Documents in General. On or before the Off-Record Matters Deadline described in Section 3.1 (Dates and Deadlines), Seller shall furnish to Buyer the following but only if in the possession of Seller (or in the case of information, only to the extent known by Seller): information and documents requested by Buyer or firm retained by Buyer to perform environmental audits; information based on Seller's actual knowledge regarding the current or prior existing locations of underground and aboveground storage tanks and endangered species on the Property; and, to the extent not previously provided by Seller to Buyer, complete and legible copies of all documents or reports in the possession of Seller, or Seller's agents, engineers and/or consultants, or under Seller's control, or otherwise reasonably available to Seller or Seller's agents, engineers and/or consultants, including but not limited to the following items (whether in document or electronic form), if

any, relating to the Property (collectively, "Seller's Documents"): all surveys; plats; engineering studies and reports; deeds; soil, geologic, drainage, and water reports; environmental studies, reports and audits; documentation regarding prior usage; maps; contracts; documents; agreements with governmental entities; notices from governmental entities; other agreements; permits; licenses; title insurance policies and commitments; documents related to minerals, mineral rights, and mineral estates; water court decrees; well permits, tests and other reports; ditch stock and other written evidence of such rights; reports; and data pertaining to and/or affecting the Property.

- D. Earnest Money.** Within three (3) business days of MEC, Buyer shall deliver to the title company, \$25,000.00 in good funds ("Earnest Money"). The Earnest Money shall be refundable to Buyer except to the extent specifically provided otherwise in this Contract and in an agreement with the Escrow Money Holder. The Earnest Money Holder shall deposit the Earnest Money into a separate, interest-bearing trust account insured by the Federal Deposit Insurance Corporation. All interest earned on the Earnest Money shall be added to and become part of the Earnest Money. The title company shall hold such Earnest Money in trust and shall not distribute the Earnest Money except in accordance with this Contract.
- E. Conditions to Closing:** In order for the Town to purchase the Property, the following conditions must be satisfied. If the following conditions are not satisfied prior to the expiration of the Due Diligence Period (as defined below), Buyer shall have the right to terminate this Contract and is entitled to the return of Earnest Money as provided in this Contract:
- a. Land Use Actions: The Town acknowledges Seller's expectation that the Wilson Farm Properties be annexed by the Town, rezoned to suburban residential as identified in the Town's Future Land Use Plan, and subdivided (the "Land Use Actions") however, the Town cannot legally bind itself in advance to annex or rezone and can makes no guarantee that the Wilson Farm Properties will be annexed or rezoned to suburban residential. All costs associated with the Land Use Actions shall be the responsibility of the Seller.
 - b. Seller's acquisition of Parcel II: The Seller has entered into a purchase and sale agreement for the purchase of Parcel II (as described in Section 2.4 of the Base Form Contract). Seller's vested ownership in Parcel II must be established before the Town can purchase the Property.
- F. Due Diligence:** Buyer's decision to proceed with the purchase of the Property is contingent upon its review and approval of the title commitment, survey, environmental assessments, appraisal, and any and all other matters related to the Property, including the Land Use Actions and Seller's acquisition of Parcel II. The Due Diligence Period shall commence on MEC and continue thereafter until the Land Use Actions have been completed, but such period shall not be less than 130 days after MEC, unless agreed to in writing by both parties (the "Due Diligence Period"). During the Due Diligence Period, Buyer may enter and investigate the Property (subject to Seller obtaining consent for Buyer to enter Parcel II before Seller's ownership). In addition to all other rights of Buyer under this Contract,

Buyer may, in Buyer's sole, absolute and subjective discretion, terminate this Contract by Buyer's written notice delivered to Seller prior to the expiration of the Due Diligence Period. In the event the Buyer terminates this Contract as provided in the preceding sentence, all Earnest Money shall be forthwith returned to Buyer, and Seller and Buyer shall be relieved of all obligations hereunder.

- G. **Closing**: Closing shall occur fifteen (15) days following the expiration of the Due Diligence Period but in any event, no later than April 7, 2026. If the closing fails to occur by such date as a result of the failure of any of the conditions to closing set forth herein, the Buyer may elect to terminate this Contract by written notice to Seller and upon such notice, the Earnest Money, and any interest earned thereon will be promptly returned to Buyer. If the closing fails to occur as a result of the breach by Buyer of its obligations hereunder or under this Contract, the Earnest Money and any interest earned thereon will be delivered to Seller as liquidated damages hereunder. The date of Closing may be amended, upon agreement of the Buyer and Seller, and the expiration of the Due Diligence Period.
- H. **Deed**. The Special Warranty Deed that Seller shall deliver at Closing shall be substantially in the form attached to this Addendum as **Exhibit A**.
- I. **Not a Multiple Fiscal Year Obligation**. Notwithstanding any other provision of this Contract, this Contract shall be subject to annual appropriation of funds therefor by the Buyer, unless terminated as provided herein. Seller acknowledges and agrees that the act of appropriating funds is a legislative act solely within the discretion of the governing body of the Buyer and, as such, that any decision to decline to appropriate the necessary funds to perform any of the obligations set forth in this Contract in any ensuing fiscal year shall not result in the imposition of any penalty or liability, whatsoever upon the Board. It is the intent of both Parties that no provision of this Contract shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of the Buyer within the meaning of any constitutional or statutory debt limitation, or as pledging or creating a lien on any class or source of Buyer moneys.
- J. **Authority**. Each party represents and warrants to the other that each of the persons executing this Contract and other documents required in connection therewith on such party's behalf is duly authorized to do so, and that it has full right, power, and authority to enter into this Contract and to consummate the transactions described therein.
- K. **No Brokers**. Buyer and Seller each represent to the other that it has not dealt with any person, agent, finder, realtor or broker with regard to this transaction. Each party indemnifies the other from any commission claimed by any person, agent, finder, realtor or broker claiming through such party.
- L. **Attorneys' Fees**. If any action is instituted between the parties in connection with the Contract, the prevailing party shall be awarded its reasonable costs and expenses, including court costs and reasonable attorneys' fees. In connection with the negotiation and

performance of this Contract, each of the parties will be solely responsible for the payment of any legal costs and expenses it incurs.

- M. Indemnification; No Waiver of Governmental Immunity.** To the extent any provision of this Contract requires Buyer to indemnify any person or party, such indemnification shall be to the extent permitted by applicable law. Nothing contained in this Contract shall be construed as a waiver, in whole or in part, of the protection afforded Buyer under the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.
- N. Captions and Pronouns.** The captions and headings of the various sections of this Contract are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.
- O. Forum Selection, Jurisdiction and Venue and Damages.** Any litigation for any claim (contract or tort) arising out of this Contract shall be exclusively instituted or brought in the Colorado District Court for the County in which the Property is located, or in the United States District Court for the District of Colorado, and no where else.
- P. Waiver of Jury Trial.** The Parties hereby waive any right to jury trial of any claim, cross-claim or counterclaim relating to or arising out of or in connection with this Contract.
- Q. Severability.** If any term, provision, covenant or condition hereof or any application thereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, all other terms, provisions, covenants and conditions shall continue in full force and effect and in no way shall be affected, impaired or invalidated.
- R. Advice of Counsel; Language Not to be Construed Against Drafter.** Each of the Parties has had the advice of legal counsel of its own choosing in negotiations for and the preparation of this Contract. No portion of this Contract shall be construed against either of the Parties owing to such party having drafted such portion of this Contract.

END OF ADDENDUM

Buyer: Town of Berthoud,
a Colorado Statutory Town

By: _____

Title: _____

Date: _____

Attest: _____

By: _____

Seller: HT Land Partners 400 LLC
a Colorado limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective this ____ day of _____, 202__, between **HT LAND PARTNERS 400 LLC**, a Colorado limited liability company whose principal address is _____ (“Grantor”) and the **Town of Berthoud**, a Colorado statutory town whose principal address is 807 Mountain Avenue, Town of Berthoud, County of Larimer and State of Colorado (“Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and Grantee’s successors and assigns forever, all the real property, together with all improvements thereon, if any, situate, lying and being in the County of LARIMER, State of Colorado, described as follows:

[legal description to be added when title commitment is received]

For information only:

Larimer County Parcel Nos: 9426105701 and 9423300005

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 in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and Grantee's heirs, successors and assigns forever. And the Grantor, for Grantor and Grantor's heirs and personal representatives, does covenant, grant, bargain and agree to and with Grantees and Grantee’s heirs, successors, and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, 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 soever, except easements, restrictions, reservations, and rights of way of record.

Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to Statutory Exceptions as defined in §38-30-113(5)(a), C.R.S.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date and year first written above.

HT Land Partners 400 LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, on behalf of **HT Land Partners 400 LLC**, a Colorado limited liability company, by
_____, its _____.

Witness my hand and official seal. My Commission Expires: _____

Notary Public