TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

April 15, 2026
6:00 PM

9900 Park Avenue, Firestone, CO 80504

Board of Trustees Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
   - **a.** Approval of March 25, 2026, Board of Trustees Special Meeting Minutes
   - **b.** Approval of March 18, 2026, Board of Trustees Meeting Minutes
   - **c.** **Resolution 26-21:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AND FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO BE KNOWN AS THE VARRA ESTATE ANNEXATION; AND SETTING A PUBLIC HEARING ON SUCH PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965
   - **d.** **Resolution 26-30:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR VISTOSA FILING NO. 1; ACCEPTING A PERMANENT EASEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT AND

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

DONOR AGREEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION

6. Presentation

a. George E. Heath Community Scholarship Award

b. 2025 Water and Community Resources Update

c. STAR Award Presentation

7. Discussion/Action

a. **Resolution 26-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KRW FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE TOWN MANAGER RECRUITMENT PROJECT

b. **Resolution 26-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CMH CONCRETE PUMPING INC PERTAINING TO MOUNTAIN SHADOWS TRAIL PROJECT

c. **Resolution 26-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH JAMES ALAN OWEN AND CANDACE CARR OWEN; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

d. **Resolution 26-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, DECLARING STAGE 1 DROUGHT CONDITIONS AND ESTABLISHING MANDATORY WATERING RESTRICTIONS FOR THE CONSERVATION OF WATER IN THE TOWN OF FIRESTONE WATER UTILITY SYSTEM

e. American Legion Community Grant

8. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

9. Reports

a. Staff

9.a.i. March Financial Report

b. Mayor

c. Trustees

10. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM

Approval of March 25, 2026, Board of Trustees Special Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. 03-25-2026 Board of Trustees Special Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Special Meeting
MINUTES
March 25, 2026

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Special Meeting on March 25, 2026, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM.

The following were present upon the call of the roll:

Mayor:	Don Conyac, Jr.
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Ray Byrd
	Matt Holcomb
	Lorna Morton
	Sean Doherty, **Absent**
	John Damsma

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Damsma, **second** by Trustee Morton, for Approval of Agenda. All in Favor, **Motion carried**.

4. Discussion/Action

a. Firm Interviews

b. Board Deliberation

c. Board Direction

Motion by Trustee Morton, **second** by Trustee Damsma, to move forward with KRW as the Recruitment firm for the Town Manager hiring process. All in Favor, **Motion carried**.

5. Adjournment

DRAFT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Adjourn. All in Favor, **Motion carried**.

Introduced and Approved the _____ Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

_____

ATTEST

Don Conyac, Jr., Mayor

_____

Miriam Granados Luna, CMC,
Town Clerk

DRAFT

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.b **Consent Agenda** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM

Approval of March 18, 2026, Board of Trustees Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS

1. 03-18-2026 Board of Trustees Regular Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
March 18, 2026

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on March 18, 2026, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM.

The following were present upon the call of the roll:

Mayor:	Don Conyac, Jr.
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Ray Byrd
	Matt Holcomb
	Lorna Morton
	Sean Doherty
	John Damsma

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to amend the agenda by moving Consent Agenda Item 5d, the Community Grant Application, to Item 9g under Discussion/Action, and to remove Item 7b, the Water and Community Resources Update, from the agenda. All in Favor, **Motion carried**.

Motion by Trustee Morton, **second** by Mayor Pro Tem Jimenez, to approve the agenda as amended. All in Favor, **Motion carried**.

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

Michael Lozinski, a Firestone resident, came forward to express concerns regarding the number of trucks traveling daily on County Road 15, including the possibility that some may be exceeding posted weight limits despite Town signage.

5. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Damsma, to Approve Consent Agenda

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

DRAFT

No: None
Abstain: None
Motion carried.

a. Approval of February 18, 2026, Board of Trustees Regular Meeting Minutes

b. Approval of February 25, 2026, Board of Trustees Special Meeting Minutes

c. Board of Trustees Expense Report

d. **Resolution 26-25:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND COLLIERS ENGINEERING & DESIGN, INC. FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE ARCGIS ESRI UTILITY NETWORK MIGRATION AND IMPLEMENTATION PROJECT

e. **Resolution 26-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR DEL CAMINO CENTRAL FILING 3; APPROVING THE C-BT WATER CREDIT PURCHASE AGREEMENT AND SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DEL CAMINO CENTRAL FILING 3 SUBDIVISION

f. **Resolution 26-28**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE TOWN OF FIRESTONE AND SUPERTREES COLORADO LLC FOR A TREE WATERING SERVICES

6. Proclamation

a. Arbor Day Proclamation

DRAFT

7. Presentation

a. 2025 Administration Update

8. Land Development

a. **PUBLIC HEARING: ORDINANCE 1075:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN

Annika Risner, Town of Firestone Planner, provided a presentation on Ordinance No. 1075, an application to amend the New Vision – Johnson RV Outline Development Plan, including an overview of the proposed changes and background of the property. Whitney Holtz with Windish RV and Mickey Leyba with Permontes Group provided a presentation on the application.The Board asked questions regarding the application, and staff and the applicant provided responses.Mayor Conyac opened the public comment portion of the hearing. No members of the public came forward to speak. Mayor Conyac closed the public comment portion of the hearing.Mayor Conyac closed the public hearing at 6:43 PM. The Board deliberated on the application.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **PUBLIC HEARING: ORDINANCE 1075:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN APPLICATION TO AMEND THE NEW VISION - JOHNSON RV OUTLINE DEVELOPMENT PLAN

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: None

Abstain: None

Motion carried.

9. Discussion/Action

a. **Resolution 26-22:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

DRAFT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve **Resolution 26-22:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: None

Abstain: None

Motion carried.

b. **Resolution 26-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH THE TOWN OF FREDERICK REGARDING VIA MOBILITY SERVICES

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Damsma, to Approve **Resolution 26-23:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A REIMBURSEMENT AGREEMENT WITH THE TOWN OF FREDERICK REGARDING VIA MOBILITY SERVICES

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: None

Abstain: None

Motion carried.

c. **Resolution 26-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT FOR REIMBURSEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CITY OF DACONO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve **Resolution 26-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AMENDMENT TO THE AGREEMENT FOR REIMBURSEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CITY OF DACONO

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: None

DRAFT

Abstain: None
Motion carried.

d. **Resolution 26-29**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT

Motion by Trustee Damsma, **second** by Trustee Morton, to Approve **Resolution 26-29**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC. PERTAINING TO PLAYGROUND EQUIPMENT REPLACEMENT
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

e. **Ordinance 1074:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **Ordinance 1074:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING AN ELECTRIC FRANCHISE TO UNITED POWER, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT, TRANSMIT AND DISTRIBUTE ELECTRICITY TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN AND THROUGH THE TOWN AND FIXING THE TERMS AND CONDITIONS THEREOF

Roll Call Vote:

DRAFT

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried

f. **Resolution 26-27**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF AURORA, COLORADO FOR RECIPROCAL WATER DELIVERIES

Motion by Trustee Morton, **second** by Trustee Byrd, to Approve **Resolution 26-27**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF AURORA, COLORADO FOR RECIPROCAL WATER DELIVERIES

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma
No: None
Abstain: None
Motion carried.

g. 2026 Community Grant Application American Legion

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Postpone 2026 Community Grant Application American Legion Indefinitely.

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Doherty
No: Trustee Holcomb, Trustee Damsma, Trustee Byrd, Mayor Conyac
Abstain: None
Motion Failed.

Motion by Mayor Conyac, **second** by Trustee Doherty, to appropriate funds and continue the 2026 Community Grant Application American Legion until the April 15, 2026 meeting.
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Doherty, Trustee Holcomb, Trustee Byrd
No: Trustee Damsma
Abstain: None
Motion carried.

DRAFT

10. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

Sally Janich, a Firestone Resident came forward with her thoughts on the 2026 Community Grant Application for the American Legion.

11. Reports

a. Staff

11.a.i. January and February Financial Reports

b. Mayor

c. Trustees

Trustee Morton referenced a resident, Mr. Hubauch, who decorates rocks in honor of veterans and police officers, noting that she had spoken with him, conducted additional research, and had follow-up questions for the Town Attorney. Mr. Martin provided brief comments regarding the use of public property, First Amendment considerations, and private speech. He explained that allowing such use could create a designated forum for private expression, which would need to be open to all groups and carries associated risks. He further noted that any such use would likely require a license or encroachment agreement. Trustee Morton and the Board expressed a desire to provide Mr. Hubauch with a response.

12. Executive Session

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to go into an Executive Session.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty, Trustee Damsma

No: None

Abstain: None

Motion carried.

a. *An executive session pursuant to C.R.S. Section 24-6-402(4)(e)(I), to determine positions, develop strategy, and instruct negotiators regarding the Town's participation in the Northern Integrated Supply Project*

DRAFT

13. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Adjourn. All in Favor, **Motion carried**.

Introduced and Approved the _____ Day of _____, 2025.

TOWN OF FIRESTONE, COLORADO

_____

ATTEST

Don Conyac, Jr., Mayor

_____

Miriam Granados Luna, CMC,
Town Clerk

DRAFT

DRAFT

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** April 15, 2026 **Initiated By:** Matt Thompson **Department:** Planning & Development

AGENDA ITEM

Resolution 26-21: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AND FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO BE KNOWN AS THE VARRA ESTATE ANNEXATION; AND SETTING A PUBLIC HEARING ON SUCH PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

RECOMMENDATION

Recommendation:

Staff recommends the Board of Trustees approve Resolution 26-21.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

On April 7, 2026, the applicant submitted a "Petition for Annexation to the Town of Firestone" (Petition) for the proposed Varra Annexation. The total area proposed for annexation is 33.29 acres. The land is located at 11979 Colorado Blvd, which is the southwest corner of Colorado Blvd and CR 26.
Acceptance of the Petition by the Board of Trustees via Resolution 26-21 does the following:

a. Establishes that the Board of Trustees finds the Petition to be in substantial compliance with the Firestone Development Code and the laws of the State of Colorado; and,
b. Sets a Public Hearing date and time for the Varra Estate Annexation for May 20, 2026, at 6:00 p.m., in the Firestone Municipal Court and Board Room, 9900 Park Avenue, Firestone, Colorado, 80504.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

No previous Board of Trustees action on this property.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Resolution 26-21 Varra Estate Annexation Petition Substantial Compliance
2. SIGNED PETITION FOR ANNEXATION
3. Varra Estate Annexation Map

RESOLUTION NO. 26-21

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACCEPTING AND FINDING SUBSTANTIAL COMPLIANCE OF AN ANNEXATION PETITION FOR CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO BE KNOWN AS THE VARRA ESTATE ANNEXATION; AND SETTING A PUBLIC HEARING ON SUCH PETITION IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1965

WHEREAS, a written petition requesting the annexation of certain real property, to be known as the Varra Estate Annexation ("Petition"), and as further described in Exhibit A ("Property"), has been filed of record with the Town Clerk of the Town of Firestone, State of Colorado ("Town"), who has provided copies of such petition to the Board of Trustees ("Board") upon receipt; and

WHEREAS, the Petition has been referred to the Town Board for a determination of substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Board has taken official notice of all maps, records, and other information and materials on file with the Town, regarding the Petition; and

WHEREAS, the Town Board has examined the Petition and finds as follows:

1. That the Petition contains:

   (a) An allegation that it is desirable and necessary that such area be annexed to the Town of Firestone and

   (b) Allegations that the requirements of C.R.S. §§ 31-12-104 and 31-12-105 exist or are met.

   (c) An allegation that the signers of the Petition comprise more than fifty percent (50%) of the landowners of the area proposed to be annexed and own more than fifty percent (50%) of the area proposed to be annexed, exclusive of public streets and alleys and any land owned by the Town of Firestone.

   (d) A request that the Town of Firestone approve the annexation of the Property, as more particularly described in Exhibit A.

   (e) The signatures of the landowners that executed the petition.

   (f) The mailing address of each landowner signer.

   (g) The legal description of the Property and a legal description of the specific real property owned by the landowners that executed the petition.

   (h) The date that each landowner executed the petition.

(i) The affidavit of petition circulator(s); stating that the signature of each landowner therein is the signature of the person whose name it purports to be.

2. That four (4) copies of the annexation map corresponding to the Property have been submitted to the Town with the Petition, and that each annexation map contains the following information:

(a) A written legal description of the boundaries of the property proposed to be annexed.

(b) A map showing the boundary of the property proposed to be annexed.

(c) Within the map, the boundaries and the plat numbers of plots or of lots and blocks.

(d) Next to the boundary of the property proposed to be annexed is drawn the contiguous boundary of the Town of Firestone and any other municipality abutting the property proposed to be annexed.

3. That no signature on the Petition is dated more than one hundred eighty (180) days prior to the date of filing of the Petition for Annexation with the Town Clerk of the Town of Firestone, State of Colorado.

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

Section 1. That the foregoing recitals and findings are incorporated herein as findings and conclusions of the Town Board.

Section 2. The Petition for Annexation of the real property described and shown in Exhibit A, attached hereto and incorporated herein by this reference, to be known as the Varra Estate Annexation, is determined to be in substantial compliance with C.R.S. § 31-12-107(1).

Section 3. No election is required under C.R.S. § 31-12-107(2).

Section 4. No additional terms and conditions are to be imposed except as provided in each Petition for Annexation and in any annexation agreement which may be entered into by and between the Town of Firestone and the petitioner(s), which are not to be considered additional terms and conditions within the meaning of C.R.S. §31-12-112.

Section 5. The Town Board shall hold a public hearing on the proposed annexation at a regular meeting to be held on Wednesday**, May 20, 2026**, at 6:00 p.m., or as soon as thereafter possible, at the Firestone Board of Trustees Boardroom, located at 9900 Park Avenue, Firestone, Colorado 80504, to determine if the proposed annexation as described in the Petition complies with Section 30 of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and -105, or such parts thereof, as may be required to establish eligibility for annexation.

Section 6. The Town Clerk shall publish a Notice of Public Hearing once a week for four successive weeks in a newspaper of general circulation in the area proposed to be annexed,

with the first publication of such notice to be at least thirty days prior to the date of the hearing. The Town Clerk shall further provide notice to the Clerk of the Board of County Commissioners of Weld County, the Weld County Attorney, and to any special district or school district having territory within the area proposed to be annexed, in the manner and within the time provided in C.R.S. § 31-12-108(2).

Section 7. The Town staff and Town Attorney are hereby directed to take all such actions, including making any legal filings, as are necessary to comply with state law governing the process for annexing the Property.

Section 8. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A

VARRA ESTATE ANNEXATION
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 28656 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 43°57'55" WEST, A DISTANCE OF 43.01 FEET TO THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF FIRESTONE NORTH ANNEXATION RECORDED JANUARY 16, 2015 AS RECEPTION NO. 4076118 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'52" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF COLORADO BOULEVARD AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE AS SHOWN ON THE PLAT OF BROOKS FARM SECOND ANNEXATION RECORDED JUNE 15, 2001 AS RECEPTION NO. 2857771 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; A DISTANCE OF 1289.98 FEET TO THE SOUTH LINE OF LOT B, RECORDED EXEMPTION NO. RE-1852, AS SHOWN ON THE PLAT RECORDED APRIL 8, 1996 AS RECEPTION NO. 2484545 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 88°12'30" WEST, COINCIDENT WITH SAID SOUTH LINE AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF THE SHORES ANNEXATION RECORDED JULY 29, 1998 AS RECEPTION NO. 2629149 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 1279.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 00°09'40" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT B, A DISTANCE OF 918.96 FEET TO THE SOUTHWEST CORNER OF LOT A OF SAID RE-1852; THENCE SOUTH 60°25'53" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 345.57 FEET; THENCE NORTH 88°11'34" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 116.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE NORTH 01°48'19" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT A, A DISTANCE OF 550.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 26; THENCE NORTH 88°11'41" EAST, COINCIDENT WITH SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 876.18 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 1,450,036 SQUARE FEET OR 33.29 ACRES, MORE OR LESS.

PETITION FOR ANNEXATION
TO
TOWN OF FIRESTONE, COLORADO

TO: THE TOWN CLERK AND THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

RE: ANNEXATION OF APPROXIMATELY 33.29 ACRES IN WELD COUNTY, COLORADO, AS DESCRIBED ON EXHIBIT 1, ATTACHED HERETO

THE UNDERSIGNED PETITIONER, in accordance with Title 31, Article 12, Part 1, of the Colorado Revised Statutes, as amended (commonly known as the Municipal Annexation Act of 1965), hereby petitions the Town of Firestone, a statutory municipality of the State of Colorado (the "**Town**"), for annexation of the unincorporated areas more particularly described in **Exhibit 1, Legal Description of Boundary of Area to be Annexed** and as shown on **Exhibit 2,** the maps designated as "Varra Estate Annexation to the Town of Firestone," all attached hereto and incorporated herein by reference (collectively, the "**Property**"). In support of this Petition, the undersigned Petitioner alleges and states the following:

1. The legal description of the real property owned by Petitioner is legally described in **Exhibit 3, ,** attached hereto and incorporated herein by this reference, which is located within the Property proposed to be annexed.

2. That it is desirable and necessary that the Property be annexed to the Town.

3. That either (check one)

   a. _____ the undersigned Petitioner, together with all other signer(s) of the Petition, comprise more than fifty percent (50%) of all the landowners in the proposed annexation territory, who own more than fifty percent (50%) the Property described in **Exhibit ,** excluding of public streets, alleys and any land owned by the Town.

   OR

   b. __X___ the undersigned Petitioner is the owner of one hundred percent (100%) of the Property described in **Exhibit 1**, excluding public streets, alleys, and any land owned by the Town.

4. Petitioner, hereby consents to the establishment of the boundaries of the territory to be annexed as shown in **Exhibit 1.**

5. That all requirements of Section 31-12-104 and 31-12-105 of the Municipal Annexation Act of 1965, as amended, exist or have been met in that:

   a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town of Firestone, Colorado;

   b. Contiguity with the Town is not established by use of any boundary:

      i. of an area previously annexed to the Town that, at the time of its annexation, was not

contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the Town ("**Non-Contiguous Area**"); or

ii. of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area;

c. A community of interest exists between the Property and the Town of Firestone;

d. The Property is urban or will be urbanized in the near future;

e. The Property is integrated or is capable of being integrated with the Town;

f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

i. has been divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

ii. comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes is included without the written consent of the landowners.

g. The Property is not presently part of any incorporated city, city and county, or town;

h. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality, nor has any election for annexation of the Property to the Town been held within the twelve (12) months immediately preceding the filing of this Petition;

i. The annexation of the Property will not result in the detachment of area from any school district or attachment of same to another school district;

j. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three-mile limit, annexing the Property will not have the effect of extending the boundary of the Town of Firestone more than three miles in any direction from any point of the boundary of the Town of Firestone in any one year;

k. The entire width of all streets and alleys to be included within the Property are included; and

l. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley, because annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

6. The area proposed to be annexed is comprised of (check one): ____

_____ MORE THAN TEN ACRES AND THE BOARD OF COUNTY COMMISSIONERS OF ADAMS/WELD (circle appropriate jurisdiction) COUNTY HAS AGREED TO WAIVE

THE REQUIREMENT OF AN IMPACT REPORT AS PROVIDED FOR IN SECTION 31-12-108.5, C.R.S,. AS AMENDED. (Copy of resolution approving such waiver is provided.)

__X___ MORE THAN TEN ACRES AND AN IMPACT REPORT AS PROVIDED FOR IN SECTION 31-12-105.5, C.R.S., AS AMENDED, IS REQUIRED.

_____ TEN ACRES OR FEWER AND AN IMPACT REPORT AS PROVIDED FOR IN SECTION 31-12-105.5, C.R.S., AS AMENDED, IS NOT REQUIRED.

7. That accompanying this Petition are four (4) copies of an annexation map containing the following information:

   a. a written legal description of the Property;

   b. a map showing the boundary of the Property;

   c. with the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is platted, then the boundaries and the plat number of plots or of lots and blocks are shown; and

   d. next to the Property, a drawing of all contiguous municipal boundaries.

8. That the Property proposed to be annexed is located within special district(s) identified on **Exhibit 4** and no other(s) and the undersigned consents to the Property's inclusion into those special districts.

9. That, in connection with the processing of this Petition, Petitioner requests that the Town:

   a. Institute zoning approval processes for the Property in accordance with C.R.S. § 31-12–115 and Section 16.7.4 of the Firestone Development Code; and

   b. Undertake negotiations with respect to an annexation agreement between the Town and Petitioner in form and substance acceptable to the Town and Petitioner ("**Annexation Agreement**") prior to the effective date of this annexation, as provided for in Chapter 31-12-112(2), Colorado Revised Statutes, as amended.

10. Petitioner has filed this Petition subject to, and Petitioner's consent to annexation of the Property to the Town is conditioned upon satisfaction of, the following conditions, any one or more of which may be waived by Petitioner in Petitioner's sole discretion:

   a. Concurrently with approving annexation of the Property, the Board approves, in form and substance satisfactory to Petitioner, the following:

      i. zoning for the Property to the Low Density Residential (R-A) District;

      ii. execution of the Annexation Agreement on terms and conditions mutually acceptable to Petitioner and the Town; and

      iii. such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement

   b. Petitioner reserves the sole, exclusive and unilateral right to withdraw this Petition by so notifying the Town Clerk in writing at any point prior to the later to occur of: (i) the latest

final, non-appealable approval of the final ordinances, resolutions and/or other final actions approving, as requested pursuant to this Petition, (A) annexation of the Property, and (B) any later date contemplated in the Annexation Agreement.

11. For purposes of this Petition, "Legal Challenge" means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the Approvals or any of the Town's resolutions or ordinances approving any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

12. That, upon the annexation of the Property becoming effective, and subject to any terms and conditions to be set forth in an annexation agreement between the Town and Petitioner in form and substance acceptable to the Town and Petitioner ("Annexation Agreement"), the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except as otherwise set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following adoption of the annexation ordinance.

13. That this Petition includes the signature of the Petitioner proposing the annexation, the mailing addresses of the Petitioner, the legal description of the land owned by the Petitioner, the date on which each Petitioner executed this Petition, and the circulator's affidavit required by Section 31-12-107(1)(c), C.R.S., certifying that the signatures on this Petition are the signature of each person whose name it purports to be and certifying the accuracy of the date of such signatures.

14. That the undersigned Petitioner(s) signed this Petition not more than one hundred and eighty (180) days prior to the date of the filing of this Petition with the Town Clerk.

THEREFORE, THE PETITIONER, respectfully requests that the Town Board of Trustees of the Town, approve the annexation of the Property. To that end, the undersigned Petitioner(s) does/do hereby consent to the annexation of said area into the Town.

PROPERTY OWNER/PETITIONERS SIGNATURES

The signatures affixed hereon represent property owners within the Property who desire annexation to the Town of Firestone, Colorado.

Page _1_ of _1_ pages of petitioner signatures

Note to Circulator(s): Please make copies of this page to collect signatures and necessary information, attach all signature sheets and note the quantity of pages of signature pages in the area provided above.)

Name of Petitioner (print):	Pasquale Varra Estate in care of Personal Representative Virginia A. Frazer-Abel
Address of parcel within Property proposed for annexation (no. street, city):	11979 County Rd. 13 Longmont, Colorado 80504
Legal description (lots, blocks and subdivision name or metes and bounds if unplatted):	See Exhibit 1
Signature of Petitioner:	
Mailing address of Petitioner:	4704 Harlan St., Suite250 Denver, CO 80212
Date of Signature:	
Circulator Initials:	
**********	**********
Name of Petitioner (print):	
Address of parcel within Property proposed for annexation (no. street, city):	
Legal description (lots, blocks and subdivision name or metes and bounds if unplatted):	See Exhibit 1
Signature of Petitioner:	
Mailing address of Petitioner:	
Date of Signature:	
Circulator Initials:	
**********	**********

AFFIDAVIT OF CIRCULATOR

Virginia A. Frazer-Abel, being first duly sworn upon oath, deposes and says that (he or she) was the circulator of this Petition for Annexation of lands to the Town of Firestone, Colorado, consisting of ten (10) pages including this affidavit, and further attests that each signature hereon was witnessed by your affiant, is that of the person whose name it purports to be, and that the dates of such signature is correct. (Each circulator shall attach a separate Affidavit). If no circulator is used the property owner shall sign below in the presence of a notary.

Page 1 of 1

By: _____

[INSERT NAME], {as duly authorized signatory for Petitioner [INSERT ENTITY NAME]}

Virginia A. Frazer-Abel, Personal Representative

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 7th day of April, 2026 by Virginia A. Frazer-Abel.

Witness my hand and official seal.

_____
(Notary Public Official Signature)

Notary Public
(Title of office)

July 31, 2027
(Commission Expiration)

MATTHEW A. PATTERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194028613
MY COMMISSION EXPIRES JULY 31, 2027

EXHIBIT 1

LEGAL DESCRIPTION OF BOUNDARIES OF AREA TO BE ANNEXED

VARRA ESTATE ANNEXATION LEGAL DESCRIPTION
(Revised 4-23-25)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 1,450,036 SQUARE FEET OR 33.29 ACRES, MORE OR LESS

EXHIBIT 2

(See Annexation Map Attached hereto.)

VARRA ESTATE ANNEXATON TO THE TOWN OF FIRESTONE

Part of the Northeast 1/4 of Section 1,
Township 2 North, Range 68 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado

Sheet 1 of 2

ANNEXATION PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 26658 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

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SAID PARCEL CONTAINS 1,450,036 SQUARE FEET OR 33.29 ACRES, MORE OR LESS

NOTES

1) BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN WELD COUNTY, COLORADO IS ASSUMED TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 26658 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

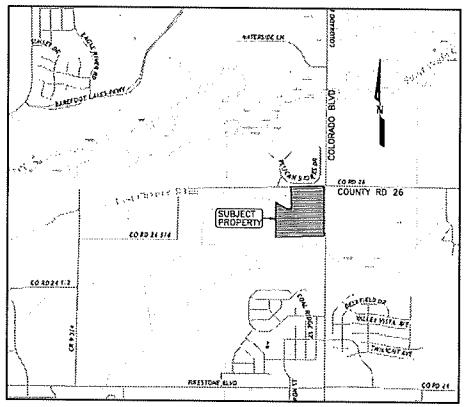
2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

5) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

6) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.



VICINITY MAP: 1" = 1500'

OWNER'S APPROVAL AND CERTIFICATE

THE UNDERSIGNED, BEING MORE THAN 50% OF THE LANDOWNER(S), OWNING MORE THAN 50% OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME: VARRA ESTATE ANNEXATION.

IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS_____ DAY OF_____, 20____

VIRGINIA A. FRAZER-ABEL AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PASQUALE VARRA

STATE OF COLORADO)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUVENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____ DAY OF_____, 20____ BY: VIRGINIA A. FRAZER-ABEL AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PASQUALE VARRA

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES_____

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE VARRA ANNEXATION TO THE TOWN OF FIRESTONE 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 FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON

_____
MAYOR

_____
ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, CURTIS D. HOOS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT REPRESENTATION OF THE ABOVE DESCRIBED PARCEL, AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS WITH THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE. I FURTHER CERTIFY THAT MAP WAS PREPARED BY ME AND IS BASED UPON A SURVEY PERFORMED BY ME, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
BRIGHTON, CO 80601

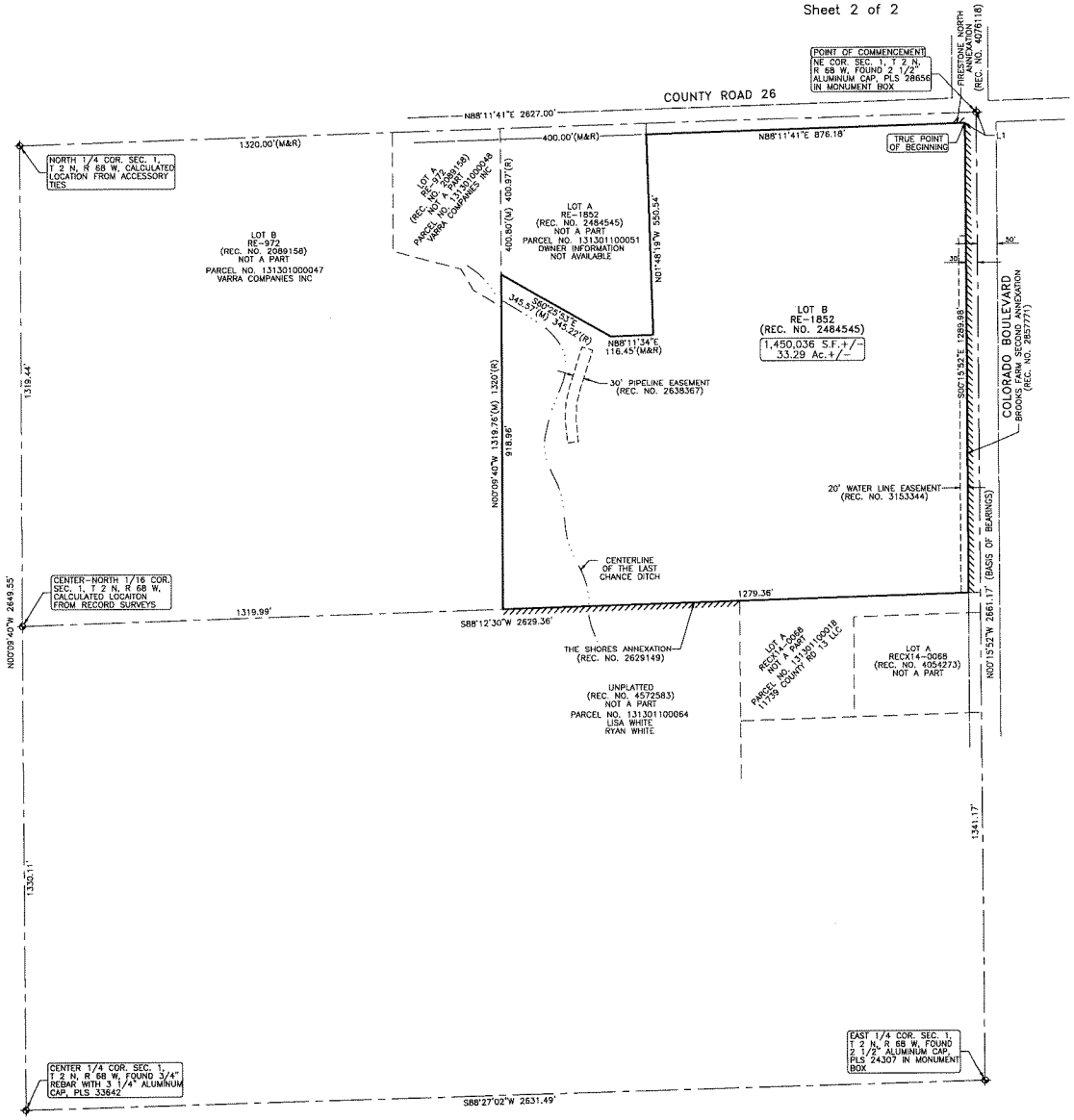
American West
Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 • P:303-659-1532 F:303-655-0575 • amwestls.com

SCALE 1" = 150'	DRAWN BY: CDH	CHECKED BY: MJH	DATE: MARCH 2, 2026
REVISIONS:			
JOB NO. 26--	FILE: Z:\T1-2N\T2N_R68W\S1\LOT B_RE1852_ANNEX.prj		

VARRA ESTATE ANNEXATON TO THE TOWN OF FIRESTONE

Part of the Northeast 1/4 of Section 1,
Township 2 North, Range 68 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado

Sheet 2 of 2



LEGEND

◆ = ALIQUOT MONUMENT, AS NOTED

= CONTIGUOUS MUNICIPAL BOUNDARY, AS NOTED

CONTIGUITY TABLE

TOTAL PERIMETER OF AREA TO BE ANNEXED: 5437.87'

CONTIGUITY WITH EXISTING MUNICIPAL BOUNDARY: 2003.73'

REQUIRED 1/6 CONTIGUITY: 906.31'

LINE	BEARING	DISTANCE
L1	S43°57'55"W	43.01'

GRAPHIC SCALE 1"=150'

0 150 300 450

American West Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

SCALE 1" = 150' | DRAWN BY: CDH | CHECKED BY: MJH | DATE: MARCH 2, 2020

REVISIONS:

JOB NO: 26-- | FILE: Z:\T1-2N\T2N_R68W\S1\LOT B_RE1852_ANNEX.pro

EXHIBIT 3

LEGAL DESCRIPTION OF LAND OWNED BY PETITIONER

Property Within Varra Estate Annexation
Petitioner: Pasquale Varra Estate
Legal Description: (Revised 4-23-25)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 28656 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 43°57'55" WEST, A DISTANCE OF 43.01 FEET TO THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF FIRESTONE NORTH ANNEXATION RECORDED JANUARY 16, 2015 AS RECEPTION NO. 4076118 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'52" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF COLORADO BOULEVARD AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE AS SHOWN ON THE PLAT OF BROOKS FARM SECOND ANNEXATION RECORDED JUNE 15, 2001 AS RECEPTION NO. 2857771 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; A DISTANCE OF 1289.98 FEET TO THE SOUTH LINE OF LOT B, RECORDED EXEMPTION NO. RE-1852, AS SHOWN ON THE PLAT RECORDED APRIL 8, 1996 AS RECEPTION NO. 2484545 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 88°12'30" WEST, COINCIDENT WITH SAID SOUTH LINE AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF THE SHORES ANNEXATION RECORDED JULY 29, 1998 AS RECEPTION NO. 2629149 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 1279.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 00°09'40" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT B, A DISTANCE OF 918.96 FEET TO THE SOUTHWEST CORNER OF LOT A OF SAID RE-1852; THENCE SOUTH 60°25'53" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 345.57 FEET; THENCE NORTH 88°11'34" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 116.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE NORTH 01°48'19" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT A, A DISTANCE OF 550.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 26; THENCE NORTH 88°11'41" EAST, COINCIDENT WITH SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 876.18 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 1,450,036 SQUARE FEET OR 33.29 ACRES, MORE OR LESS

EXHIBIT 4
SPECIAL DISTRICTS WITH BOUNDARIES THAT INCLUDE PROPERTY PROPOSED TO BE INCLUDED

- Mountain View Fire Protection District
- St. Vrain Valley School District RE-1J, Longmont School District
- St. Vrain & Left Hand Water District
- Northern Colorado Water Municipal Subdistrict
- High Plains Library
- Longmont Conservation District

VARRA ESTATE ANNEXATON TO THE TOWN OF FIRESTONE

Part of the Northeast 1/4 of Section 1,
Township 2 North, Range 68 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado

ANNEXATION PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 28656 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 43°57'55" WEST, A DISTANCE OF 43.01 FEET TO THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF FIRESTONE NORTH ANNEXATION RECORDED JANUARY 16, 2015 AS RECEPTION NO. 4076118 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'52" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF COLORADO BOULEVARD AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE AS SHOWN ON THE PLAT OF BROOKS FARM SECOND ANNEXATION RECORDED JUNE 15, 2001 AS RECEPTION NO. 2857771 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; A DISTANCE OF 1289.98 FEET TO THE SOUTH LINE OF LOT B, RECORDED EXEMPTION NO. RE-1852, AS SHOWN ON THE PLAT RECORDED APRIL 8, 1996 AS RECEPTION NO. 2484545 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 88°12'30" WEST, COINCIDENT WITH SAID SOUTH LINE AND THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE, AS SHOWN ON THE PLAT OF THE SHORES ANNEXATION RECORDED JULY 29, 1998 AS RECEPTION NO. 2629149 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, A DISTANCE OF 1279.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 00°09'40" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT B, A DISTANCE OF 918.96 FEET TO THE SOUTH-WEST CORNER OF LOT A OF SAID RE-1852; THENCE SOUTH 60°25'53" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 345.57 FEET; THENCE NORTH 88°11'34" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 116.45 FEET TO THE SOUTH-EAST CORNER OF SAID LOT A; THENCE NORTH 01°48'19" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT A, A DISTANCE OF 550.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 26; THENCE NORTH 88°11'41" EAST, COINCIDENT WITH SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 876.18 FEET TO THE TRUE POINT OF BEGINNING

SAID PARCEL CONTAINS 1,450,036 SQUARE FEET OR 33.29 ACRES, MORE OR LESS

NOTES

1) BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH P.M., IN WELD COUNTY, COLORADO IS ASSUMED TO BEAR NORTH 00°15'52" WEST, BEING MONUMENTED ON THE NORTH END BY A 2 1/2" ALUMINUM CAP, PLS 28656 IN MONUMENT BOX, AND ON THE SOUTH END BY A 2 1/2" ALUMINUM CAP, PLS 24307 IN MONUMENT BOX, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

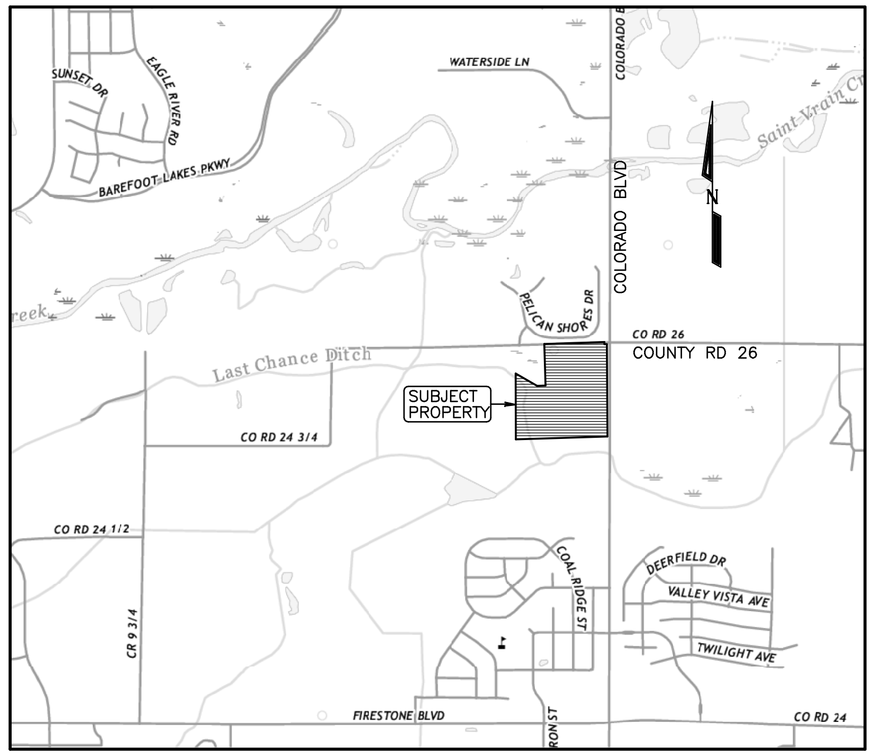
2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.

4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

5) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.

6) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.



VICINITY MAP: 1" = 1500'

OWNER'S APPROVAL AND CERTIFICATE

THE UNDERSIGNED, BEING MORE THAN 50% OF THE LANDOWNER(S), OWNING MORE THAN 50% OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE LAID OUT AND ANNEXED UNDER THE NAME: VARRA ESTATE ANNEXATION.

IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS_____ DAY

OF_____, 20_____

_____
VIRGINIA A. FRAZER-ABEL AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PASQUALE VARRA

STATE OF COLORADO)
) SS
COUNTY OF WELD)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS_____

DAY OF_____, 20_____ BY: VIRGINIA A. FRAZER-ABEL AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PASQUALE VARRA

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES_____

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE VARRA ANNEXATION TO THE TOWN OF FIRESTONE WAS APPROVED

ON THE_____DAY OF_____, 20_____ BO ORDINANCE NO._____
AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON

_____
MAYOR

_____
ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, CURTIS D. HOOS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT REPRESENTATION OF THE ABOVE DESCRIBED PARCEL, AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS WITH THE EXISTING MUNICIPAL BOUNDARY OF THE TOWN OF FIRESTONE. I FURTHER CERTIFY THAT MAP WAS PREPARED BY ME AND IS BASED UPON A SURVEY PERFORMED BY ME, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
BRIGHTON, CO 80601

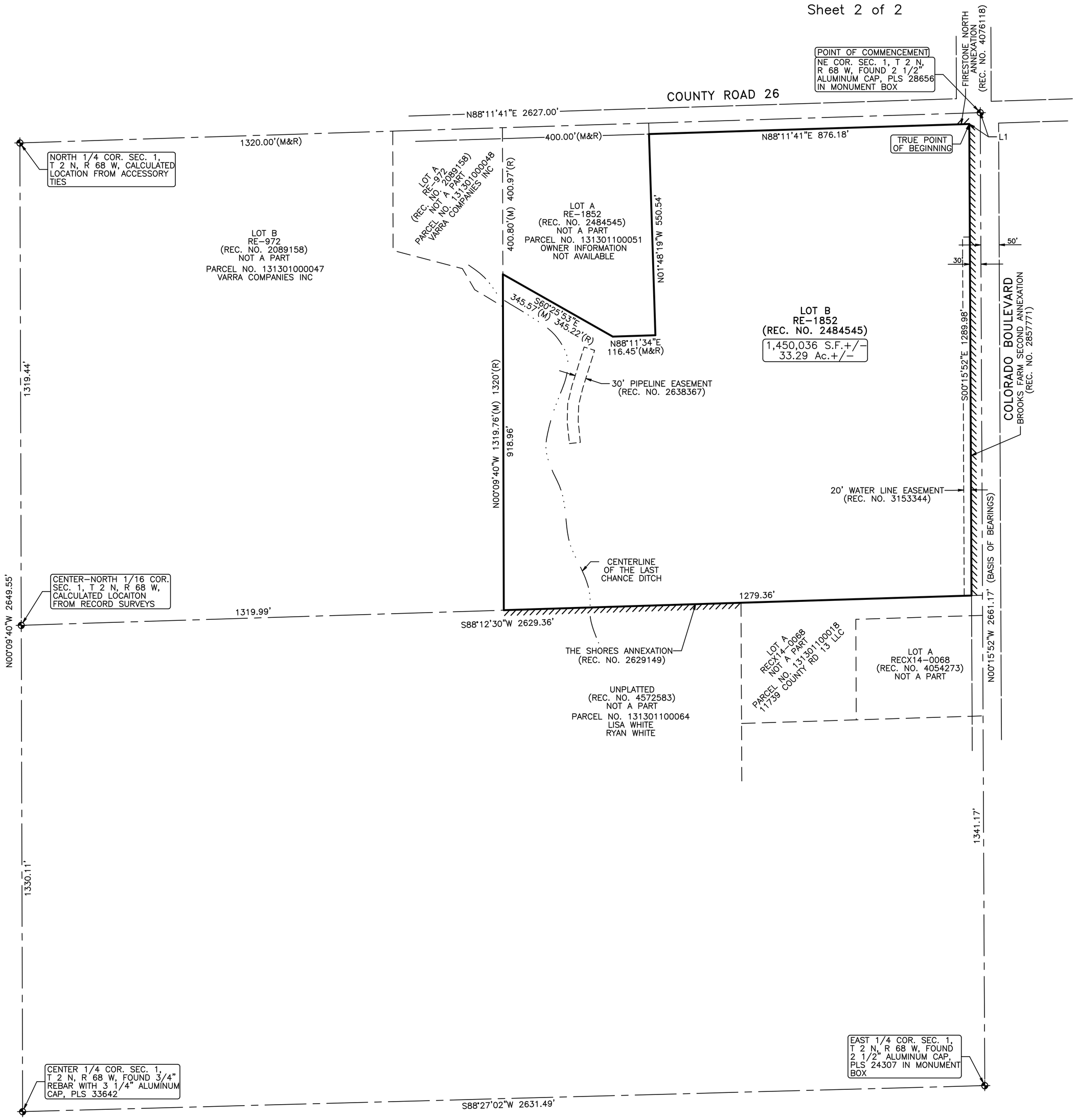
American West
Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

SCALE 1" = 150'	DRAWN BY: CDH	CHECKED BY: MJH	DATE: MARCH 2, 2026
REVISIONS:			
JOB NO: 26-	FILE: Z:\T1-2N\T2N_R68W\S1\LOT B_RE1852_ANNEX.pro		

VARRA ESTATE ANNEXATON TO THE TOWN OF FIRESTONE

Part of the Northeast 1/4 of Section 1,
Township 2 North, Range 68 West of the 6th P.M.,
Town of Firestone, County of Weld, State of Colorado

Sheet 2 of 2



LEGEND

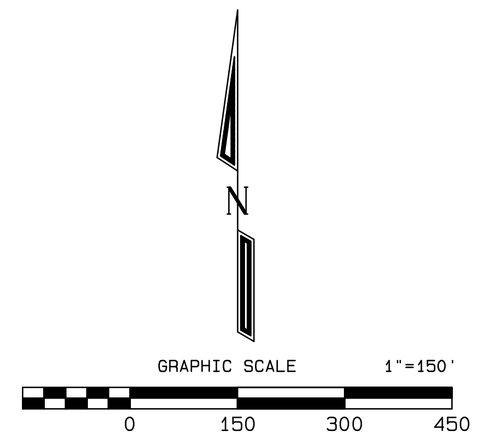
= ALIQUOT MONUMENT, AS NOTED

= CONTIGUOUS MUNICIPAL BOUNDARY, AS NOTED

CONTIGUITY TABLE

TOTAL PERIMETER OF AREA TO BE ANNEXED:	5437.87'
CONTIGUITY WITH EXISTING MUNICIPAL BOUNDARY:	2003.73'
REQUIRED 1/6 CONTIGUITY:	906.31'

LINE	BEARING	DISTANCE
L1	S43°57'55"W	43.01'



American West
Land Surveying Co.
A Colorado Corporation
PO Box 129, Brighton, CO 80601 * P:303-659-1532 F:303-655-0575 * amwestls.com

SCALE 1" = 150' | DRAWN BY: CDH | CHECKED BY: MJH | DATE: MARCH 2, 2026

REVISIONS:

JOB NO: 26- | FILE: Z:\T1-2N\T2N_R68W\S1\LOT B_RE1852_ANNEX.pro

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 5.d **Consent Agenda** **Meeting Date:** April 15, 2026 **Initiated By:** Rachel Clyne **Department:** Planning & Development

AGENDA ITEM

Resolution 26-30: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR VISTOSA FILING NO. 1; ACCEPTING A PERMANENT EASEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT AND DONOR AGREEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 26-30, a resolution approving the Vistosa Filing No. 1 Final Plat application with the following conditions:

(a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction prior to recordation.
(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications.
(c) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town Engineer.
(d) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town Engineer.
(e) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town Engineer.
(f) Applicant must satisfy the Water Dedication Requirement.
(g) Prior to the recordation of the Final Plat, Applicant shall provide to the Town:
  (i) a written instrument indicating relinquishment of the proposed platted area from the existing surface use agreement between Crestone and Prominent Partners I, LLC as well as the surface use agreement between Prominent Partners I, LLC and Encana O&G Inc., at Reception No. 3189908;
  (ii) sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptable to the Town, indicating that all oil and gas pipelines or flow lines associated with the plugged and abandoned wells (McCoy 1, McCoy 2-4-5, McCoy 14-5, and McCoy 24-5) have been removed and capped in accordance with ECMC standards and rules; and
  (iii) a written instrument duly executed by Sinclair Transportation Company or then-current easement-holder of record for that certain right-of-way recorded at Reception No. 1410094, as amended on January 29, 2007, recorded at Reception No. 3453698, in a form approved by the Town Attorney, permitting the Town to fully use and enjoy the proposed permanent easement area for its intended purposes as specified in this Resolution, without being subject to any restrictions or limitations arising from such entity's existing recorded easement interests, including without limitation, the right to cross, construct, install, operate, own, and maintain within the easement area any streets, public rights-of-way, and/or public improvements as shown on the Final CD's. and which adequately addresses potential impacts, damages or other disturbances to future Town-owned improvements that may be caused by the easement holder's future activities within the easement or in relation to its facilities within such easement.
(h) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.

Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The subject property contains approximately 274.09 acres, with a proposed 1,041 units for a calculated density of 3.80 DU/AC as part of the Vistosa Filing No. 1 subdivision, located east of the intersection of Firestone Boulevard and Frontier Street.

The Donor Agreement identifies a tract of land, Tract UU. The Donor has proposed to dedicate Tract UU to the Town for public purposes through the Final Plat process.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On August 24, 2022, the Board of Trustees adopted Resolution Number 22-88 approving a preliminary subdivision plat for certain real property located within the Vistosa subdivision.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Exhibit A - Final Plat - Vistosa F1
2. Exhibit B - Subdivision Agreement
3. Exhibit C - Off-Site Utility and Transportation Easement and Agreement
4. Exhibit D_Donor Agreement Updated
5. Resolution 26-30

VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

CERTIFICATION OF OWNERSHIP & LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT MILLRACE RESOURCES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND FRONTIER VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE OWNERS OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

THE FOLLOWING PROPERTY DESCRIPTION IS FROM THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTY COMPANY, ORDER NUMBER ABC25219704, WITH A COMMITMENT DATE OF SEPTEMBER 19, 2025 AT 5:00 P.M.

PARCEL A:

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 5; EXCEPT THE SOUTH 790.00 FEET OF THE EAST 312.00 FEET, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST BEARS SOUTH 00°00'00" WEST 2659.46 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00°00'14" WEST 2649.92 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°23'55" EAST 2680.42 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°11'14" EAST 1848.62 FEET;

THENCE ALONG A LINE 790.00 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°09'38" WEST 312.02 FEET;

THENCE ALONG A LINE 312.00 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°11'14" EAST 790.05 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'38" WEST 2376.98 FEET TO THE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND BEING THE NORTHWEST QUARTER OF SECTION 8; EXCEPT THE NORTH 871.20 FEET OF THE EAST 500.00 FEET, THE SOUTH 1904.04 FEET OF THE WEST 719.75 FEET AND THE NORTH 755.00 FEET OF THE WEST 380.00 FEET, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8 WHENCE THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER BEARS SOUTH 00°00'00" EAST 2659.46 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°09'38" EAST 380.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°09'38" EAST 1808.95 FEET;

THENCE ALONG A LINE 500.00 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°23'23" EAST 871.23 FEET;

THENCE ALONG A LINE 871.20 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°09'38" EAST 500.02 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°23'23" EAST 1789.35 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°11'19" WEST 1987.26 FEET;

THENCE ALONG A LINE 719.75 FEET EASTERLY FROM AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 00°00'00" EAST 1888.20 FEET;

THENCE NORTH 88°59'00" WEST 339.80 FEET;

THENCE ALONG A LINE 380.00 FEET EASTERLY FROM AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER, NORTH 00°00'00" EAST 760.60 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF WELD, STATE OF COLORADO.

ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 4872466, IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDERS OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°50'58" EAST BASED ON NAD83 (2011) COLORADO STATE PLANE NORTH ZONE (501) COORDINATES, BEING MONUMENTED AT THE SOUTHWEST CORNER OF SAID SECTION BY A 3" BRASS CAP STAMPING ILLEGIBLE IN MONUMENT BOX, AND AT THE WEST QUARTER CORNER BY A 2.5" ALUMINUM CAP STAMPING ILLEGIBLE 0.7 FEET BELOW GRADE.

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00° 50' 58" EAST, A DISTANCE OF 2650.07 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89° 44' 52" EAST, A DISTANCE OF 2680.36 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 5, BEING MONUMENTED BY A 3.25" ALUMINUM CAP STAMPED "A.M. HASCALL PLS 23500 1996";

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00° 39' 56" WEST, A DISTANCE OF 1848.81 FEET TO THE EXTERIOR OF THAT QUIT CLAIM DEED RECORDED UNDER RECEPTION NUMBER 02377597;

THENCE ON SAID EXTERIOR THE FOLLOWING (2) COURSES;

1. ALONG A LINE BEING 790.00 FEET NORTHERLY FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89° 59' 05" WEST, A DISTANCE OF 312.02 FEET;
2. ALONG A LINE 312.00 FEET WESTERLY FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00° 39' 56" WEST, A DISTANCE OF 790.05 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, BEING ALSO A POINT ON THE NORTH LINE OF LOT B;

THENCE ALONG SAID SOUTH LINE NORTH 89° 59' 05" WEST, A DISTANCE OF 188.06 FEET TO THE WESTERLY LINE OF SAID LOT B;

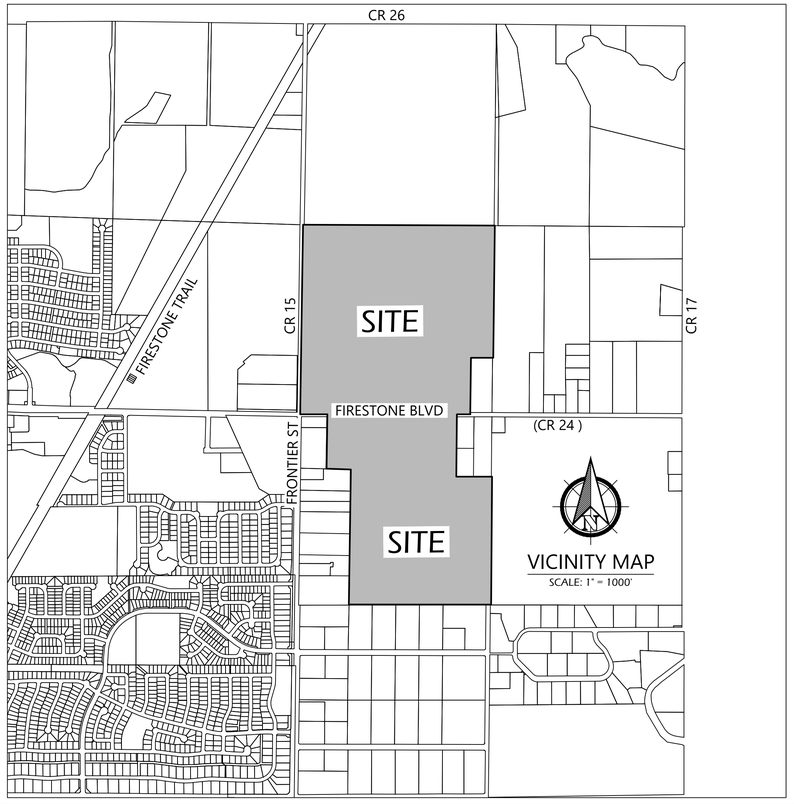
THENCE ALONG SAID WESTERLY LINE OF LOT B AND THE WESTERLY LINE OF LOT A OF SAID RECORDED EXEMPTION, SOUTH 00° 27' 31" WEST, A DISTANCE OF 871.06 FEET TO THE SOUTHERLY LINE OF SAID LOT A;

THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT A, SOUTH 89° 59' 05" EAST, A DISTANCE OF 500.08 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, SOUTH 00° 27' 31" WEST, A DISTANCE OF 1789.22 FEET TO THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "LS 23500 1994", ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF THE ENCHANTED HILLS SUBDIVISION RECORDED UNDER RECEPTION NUMBER 1519825;

THENCE ALONG SAID NORTH LINE OF THE ENCHANTED HILLS SUBDIVISION AND THE EASTERLY EXTENSION THEREOF, NORTH 89° 57' 37" WEST, A DISTANCE OF 1987.61 FEET TO A POINT;

THENCE NORTH 00° 51' 11" EAST, A DISTANCE OF 1888.02 FEET TO A POINT ON THE NORTH LINE OF THAT QUIT CLAIM DEED RECORDED UNDER RECEPTION NUMBER 2938170;



PROJECT TEAM

APPLICANT	CIVIL ENGINEER	PLANNER	SURVEYOR
CARLSON LAND DEVELOPMENT 14570 CLAY STREET BROOMFIELD, COLORADO 80023 303.457.2966 CONTACT: BLAKE CARLSON	LJA ENGINEERING, INC 1765 WEST 121st AVENUE, SUITE 300 WESTMINSTER, COLORADO 80234 303.390.8937 CONTACT: DAVID THEISEN	SEVEN29 DESIGN 5856 S. LOWELL BLVD., UNIT 32 #260 LITTLETON, COLORADO 80123 303.883.3278 CONTACT: CHRIS MARCH	LJA SURVEYING, INC 4700 S. SYRACUSE STREET, SUITE 500 DENVER, COLORADO 80237 303.481.4016 CONTACT: MARK A. HALL

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF VISTOSA FILING NO. 1 WAS APPROVED ON THIS _____DAY OF _____, 20_____. BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

THE DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR PUBLIC USE AND ALL OTHER PROPERTY INTERESTS OR PLACES DEDICATED TO THE TOWN AS SHOWN HEREON IS ACCEPTED BY THE TOWN OF FIRESTONE, COLORADO, PROVIDED, HOWEVER, THAT APPROVAL OF THIS PLAT AND ACCEPTANCE OF THE DEDICATED PROPERTY INTERESTS SHOWN THEREON IN NO WAY OBLIGATES THE TOWN OF FIRESTONE FOR FINANCING,CONSTRUCTING, OR MAINTAINING ANY PUBLIC IMPROVEMENTS ON ANY PROPERTY INTERESTS OR LAND BEING DEDICATED.

_____ ATTEST: _____

MAYOR TOWN CLERK

CERTIFICATION OF OWNERSHIP & LEGAL DESCRIPTION (CONT.)

THENCE ALONG THE NORTH LINE OF SAID QUIT CLAIM DEED, NORTH 88° 07' 19" WEST, A DISTANCE OF 339.66 FEET TO A POINT ON THE EAST LINE OF QUIT CLAIM DEED RECORDED UNDER RECEPTION NUMBER 4543774;

THENCE ALONG THE EAST LINE OF SAID QUIT CLAIM DEED, NORTH 00° 51' 15" WEST, A DISTANCE OF 760.56 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ALSO THE NORTH LINE OF SAID QUIT CLAIM DEED;

THENCE ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTH LINE OF SAID QUIT CLAIM DEED, NORTH 89° 59' 05" WEST, A DISTANCE OF 380.02 FEET TO THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3" BRASS CAP, STAMPING ILLEGIBLE, BEING ALSO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 11,939,398 SQUARE FEET OR 274.091 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF VISTOSA FILING NO. 1, A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE, THE STREETS, AVENUES (AND OTHER PUBLIC PLACES, TRACTS) AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE ENTITIES) THOSE OPTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IN WITNESS WHEREOF FRONTIER VENTURES, LLC, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS _____DAY OF _____, 20____.

BY: _____ AS _____.

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____.

BY: _____ AS _____ OF FRONTIER VENTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES _____, _____.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

IN WITNESS WHEREOF MILLRACE RESOURCES, LLC, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS _____DAY OF _____, 20____.

BY: _____ AS _____.

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____.

BY: _____ AS _____ OF MILLRACE RESOURCES, LLC, A COLORADO LIMITED LIABILITY COMPANY

MY COMMISSION EXPIRES _____, _____.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

I, MARK A. HALL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS COMPLETED UNDER MY SUPERVISION USING APPLICABLE STANDARDS OF PRACTICE. THIS SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF AND IS NOT A WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

BY: MARK A. HALL, COLORADO PLS NO. 36073
FOR AND ON BEHALF OF LJA, SURVEYING, INC.

FOR REVIEW ONLY

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	VISTOSA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 1
PHASE NUMBER	N/A
PREPARATION DATE	9/2/2025
REVISION DATE	
REVISION DATE	
REVISION DATE	
COVER - SHEET 1 OF 34	

SHEET INDEX

SHEETS 1&2 - DEDICATION, APPROVALS, VICINITY MAP, LEGAL DESCRIPTION
SHEETS 3&4 - OVERALL BOUNDARY, LARGE PARCEL GRAPHICS AND DETAILS
SHEETS 5-34 - TRACTS, LOTS, BLOCKS AND RIGHTS-OF-WAY GRAPHICS AND DIMENSIONS

LJA SURVEYING
4700 S. Syracuse Street
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Denver, CO 80237
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Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 1 of 34

I:\JOB FOLDERS\1061\1061-03\SURVEY\06 CAD\PRODUCTION FILES\1061-03_VISTOSA - COVER PRINTED ON: 4/9/2026 3:09 PM

VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18—4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTY COMPANY, ORDER NUMBER ABC25219704, WITH A COMMITMENT DATE OF SEPTEMBER 19, 2025 AT 5:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°50'58" EAST BASED ON NAD83 (2011) COLORADO STATE PLANE NORTH ZONE (501) COORDINATES, BEING MONUMENTED AT THE SOUTHWEST CORNER OF SAID SECTION BY A 3" BRASS CAP STAMPING ILLEGIBLE IN MONUMENT BOX, AND AT THE WEST QUARTER CORNER BY A 2.5" ALUMINUM CAP STAMPING ILLEGIBLE 0.7 FEET BELOW GRADE.
6. FLOODPLAIN: BASED ON GRAPHICAL REPRESENTATION THE SUBJECT PROPERTY SHOWN HEREON LIES IN OTHER AREAS - ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 08123C1895E, PANEL 1895 OF 2250, WITH A REVISED DATE OF JANUARY 20,2016.
7. OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL STORM DRAINS, STORM SEWER PIPES, CONCRETE PANS, CHASE DRAINS, DRAINAGE SWALES, DRAINAGE CHANNELS, DETENTION PONDS AND ASSOCIATED INLET/OUTLET STRUCTURES INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSES DESCRIBED IN NOTE 8. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS, NOR RELIEVE THE OWNER(S) OF ANY LOT(S), TRACT(S), OR OUTLOT(S) OF ITS/THEIR OBLIGATION AND PRIMARY RESPONSIBILITY TO CONSTRUCT OR MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION OR A PARTICULAR LOT.
8. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR PURPOSES ONLY. IN THE EVENT THAT THE OWNER(S) FAIL, OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER SAID EASEMENT AND PERFORM NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED.
9. UTILITY EASEMENTS ARE DEDICATED TO THE TOWN OF FIRESTONE FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCo) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE THE PROPERTY OWNER TO GRANT PSCo AN EASEMENT ON ITS STANDARD FORM.
10. OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN A PERPETUAL EASEMENT OVER AND ACROSS ALL SIDEWALKS, PEDESTRIAN PATHS, WALKWAYS, AND TRAILS, PARKS, AND PARK EQUIPMENT, FACILITIES AND ASSOCIATED PARK ELEMENTS, INCLUDING ANY VEHICULAR STALLS, INSTALLED UPON, ACROSS, OVER, AND WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS AND FACILITIES, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.
11. ALL OR PORTIONS OF THE PROPERTY DESCRIBED HEREON MAY BE SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO.
12. OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 100' OF THE PLUGGED AND ABANDONED WELLS AND THE LOCATION OF THE PLUGGED AND ABANDONED WELLS.
13. A PERPETUAL EASEMENT OVER, THROUGH, AND ACROSS ALL AREAS WITHIN TRACTS A, AAA, B, BBB, C, D, GG, K, R, UU, AND ZZ INCLUSIVE, IS DEDICATED AND GRANTED TO THE TOWN FOR DRAINAGE PURPOSES.
14. THE DRAINAGE EASEMENTS DEDICATED TO THE TOWN ARE FOR ACCESS, MAINTENANCE, AND EMERGENCY REPAIR PURPOSES ONLY. IN THE EVENT THAT THE OWNER(S) FAIL OR REFUSE TO PERFORM ANY REQUIRED MAINTENANCE, THE TOWN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER SAID EASEMENT AND PERFORM NECESSARY WORK, AND SHALL BILL THE OWNER(S) FOR THE COSTS OF ANY MAINTENANCE OR REPAIR WORK. IN THE EVENT THE TOWN IS NOT FULLY REIMBURSED FOR ALL SUCH COSTS INCURRED WITHIN 30 DAYS AFTER MAILING OF THE BILL. THE TOWN SHALL HAVE THE RIGHT TO PLACE LIENS AGAINST THE PROPERTY TO THE FULL EXTENT OF ALL COSTS INCURRED.
15. THE TOWN'S ACCEPTANCE OF THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT SHALL NOT OBLIGATE THE TOWN TO CONSTRUCT OR MAINTAIN ANY DRAINAGE IMPROVEMENTS LOCATED THEREIN NOR RELIEVE THE OWNER OF LOT/TRACT/BLOCK ETC OF ITS OBLIGATION AND PRIMARY RESPONSIBILITY TO MAINTAIN ANY PRIVATE DRAINAGE IMPROVEMENTS OR FACILITIES REQUIRED TO SERVE THE SUBDIVISION

TRACT SUMMARY CHART

TRACT	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
TRACT A	DRAINAGE, LANDSCAPE, OPEN SPACE, UTILITIES	METRO DISTRICT	METRO DISTRICT	780,681	17.922
TRACT AA	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	1,920	0.044
TRACT AAA	DRAINAGE, OPEN SPACE, UTILITIES	TOWN OF FIRESTONE	METRO DISTRICT	56,796	1.304
TRACT B	DRAINAGE, UTILITIES	METRO DISTRICT	METRO DISTRICT	11,000	0.253
TRACT BB	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	939	0.022
TRACT BBB	DRAINAGE, UTILITIES	METRO DISTRICT	METRO DISTRICT	6,600	0.152
TRACT C	DRAINAGE, LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	30,067	0.690
TRACT CC	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	793	0.018
TRACT CCC	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT D	DRAINAGE, LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	29,678	0.681
TRACT DD	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	74,913	1.720
TRACT DDD	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT E	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	12,150	0.279
TRACT EE	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	3,300	0.076
TRACT EEE	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT F	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	12,150	0.279
TRACT FF	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	60,753	1.395
TRACT FFF	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT G	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	12,188	0.280
TRACT GG	DRAINAGE, LANDSCAPE, OPEN SPACE, UTILITIES	TOWN OF FIRESTONE	METRO DISTRICT	1,380,320	31.688
TRACT GGG	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT H	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	18,044	0.414
TRACT HH	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	6,506	0.149
TRACT HHH	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT I	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	18,044	0.414
TRACT II	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	35,822	0.822
TRACT III	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT J	LANDSCAPE	METRO DISTRICT	METRO DISTRICT	11,828	0.272
TRACT JJ	OPEN SPACE, POCKET PARK	METRO DISTRICT	METRO DISTRICT	35,101	0.806
TRACT JJJ	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT K	DRAINAGE, OPEN SPACE, UTILITIES	TOWN OF FIRESTONE	METRO DISTRICT	265,457	6.094
TRACT KK	OPEN SPACE, UTILITIES	TOWN OF FIRESTONE	METRO DISTRICT	36,602	0.840
TRACT KKK	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT L	OPEN SPACE, POCKET PARK	METRO DISTRICT	METRO DISTRICT	66,560	1.528
TRACT LL	OPEN SPACE, UTILITIES	TOWN OF FIRESTONE	METRO DISTRICT	93,357	2.143
TRACT LLL	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT M	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	34,853	0.800
TRACT MM	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	17,100	0.393
TRACT MMM	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT N	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	34,845	0.800
TRACT NN	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	17,100	0.393
TRACT NNN	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT O	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	7,346	0.169
TRACT OO	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	17,100	0.393
TRACT OOO	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT P	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	10,868	0.249
TRACT PP	NEIGHBORHOOD PARK	TOWN OF FIRESTONE	TOWN OF FIRESTONE	451,352	10.362
TRACT PPP	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT Q	OPEN SPACE, POCKET PARK	METRO DISTRICT	METRO DISTRICT	17,256	0.396
TRACT QQ	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	8,700	0.200
TRACT QQQ	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	456	0.010
TRACT R	DRAINAGE, LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	11,923	0.274
TRACT RR	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	3,300	0.076
TRACT S	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	8,700	0.200
TRACT SS	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	8,700	0.200
TRACT T	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	13,450	0.309
TRACT TT	ACCESS, UTILITIES	METRO DISTRICT	METRO DISTRICT	3,300	0.076
TRACT U	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	929	0.021
TRACT UU	FUTURE DEVELOPMENT	TOWN OF FIRESTONE	TOWN OF FIRESTONE	206,831	4.748
TRACT V	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	1,900	0.044
TRACT VV	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	49,311	1.132
TRACT W	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	929	0.021
TRACT WW	AGRICULTURAL	METRO DISTRICT	METRO DISTRICT	6,776	0.156
TRACT X	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	939	0.022
TRACT XX	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	24,000	0.551
TRACT Y	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	1,920	0.044
TRACT YY	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	7,473	0.172
TRACT Z	LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	939	0.022
TRACT ZZ	DRAINAGE, LANDSCAPE, UTILITIES	METRO DISTRICT	METRO DISTRICT	46,846	1.075
			TOTAL AREA	4,083,095	93.735

LAND USE SUMMARY CHART

TYPE	LOTS	SQ. FT.	ACRES	%
RESIDENTIAL LOTS	1041	4,860,872	111.590	41.1%
**OPEN SPACE - TRACTS (A, AAA, GG, K, KK, LL, UU, WW, ZZ)		2,788,865	64.024	23.6%
LANDSCAPE - TRACTS (AA, BB, C, CC, CCC, D, DD, DDD, EEE, FF, FFF, GGG, H, HH, HHH, I, II, III, J, JJJ, KKK, LLL, M, MM, MMM, N, NNN, O, OOO, P, PPP, QQQ, R, T, U, V, VV, W, X, XX, Y, YY, Z)		514,867	11.820	4.4%
ACCESS - TRACTS (E, EE, F, G, NN, OO, QQ, RR, S, SS, TT)		106,688	2.449	0.9%
POCKET PARK - TRACTS (JJ, L, Q)		118,917	2.730	1.0%
PUBLIC RIGHT-OF-WAY		2,995,437	68.766	25.3%
DRAINAGE - TRACTS (B, BBB)		17,600	0.404	0.1%
**NEIGHBORHOOD PARK - TRACT (PP)		414,986	9.527	3.5%
**TOTALS		11,818,232	271.309	100.0%

**NOTE: THE DISCREPANCY BETWEEN THE PLATTED OVERALL SQUARE FEET / ACRES AND THE TOTAL SQUARE FEET / ACRES ON THE LAND USE SUMMARY CHART IS DUE TO OIL & GAS WELL SETBACK AREAS DEDUCTIONS WITHIN OPEN SPACE AND NEIGHBORHOOD PARK USE TRACTS.

ACCEPTANCE CERTIFICATE

THE DEDICATION OF TRACTS A, AA, AAA, B, BB, C, CC, CCC, D, DD, DDD, E, EE, EEE, F, G, H, I, J, K, L, M, N, O, P, PP, Q, QQ, R, RR, S, SS, T, TT, U, UU, V, VV, W, X, Y, AND Z IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE SPRINGS METROPOLITAN DISTRICT. TRACTS AAA AND K WILL BE OWNED BY THE TOWN OF FIRESTONE, BUT MAINTAINED BY THE METROPOLITAN DISTRICT.

THE SPRINGS METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20_____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

THE DEDICATION OF TRACTS BBB, FF, FFF, GG, GGG, HH, HHH, II, III, JJ, JJJ, KK, KKK, LL, LLL, MM, MMM, NN, NNN, OO, OOO, PPP, QQQ, WW, XX, YY, AND ZZ IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE SPRINGS SOUTH METROPOLITAN DISTRICT. TRACTS GG, KK, AND LL WILL BE OWNED BY THE TOWN OF FIRESTONE, BUT MAINTAINED BY THE METROPOLITAN DISTRICT.

THE SPRINGS METROPOLITAN DISTRICT

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20_____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

THE DEDICATION OF TRACTS PP AND UU IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE TOWN OF FIRESTONE. TRACTS PP AND UU WILL BE OWNED AND MAINTAINED BY THE TOWN OF FIRESTONE.

TOWN OF FIRESTONE

BY: _____ DATE: _____

TITLE: _____

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20_____

BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL _____ (SEAL)

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

SUBDIVISION DATA TABLE

	TOTAL
GROSS AREA	274.091 ACRES
GROSS DENSITY (RESIDENTIAL LOTS PER ACRE)	3.798 LOTS / ACRE
SINGLE FAMILY ATTACHED (ALLEY) RESIDENTIAL LOTS	56
SINGLE FAMILY ATTACHED (FRONT) RESIDENTIAL LOTS	40
SINGLE FAMILY DETACHED (ALLEY) RESIDENTIAL LOTS	184
SINGLE FAMILY DETACHED 45X98 (FRONT) RESIDENTIAL LOTS	399
SINGLE FAMILY DETACHED 50X110 (FRONT) RESIDENTIAL LOTS	362
TRACTS	69
AREA OF TRACTS	93.735 ACRES
MINIMUM SINGLE FAMILY ATTACHED (ALLEY) RESIDENTIAL LOT AREA	2,375 SQ.FT.
MINIMUM SINGLE FAMILY ATTACHED (FRONT) RESIDENTIAL LOT AREA	4,042 SQ.FT.
MINIMUM SINGLE FAMILY DETACHED (ALLEY) RESIDENTIAL LOT AREA	3,325 SQ.FT.
MAXIMUM SINGLE FAMILY DETACHED 4,500 SF (FRONT) RESIDENTIAL LOT AREA	4,500 SQ.FT.

FOR REVIEW ONLY

LJA SURVEYING
4700 S. Syracuse Street
Suite 500
Denver, CO 80237
303-390-4510
www.lja.com

Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 2 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

OIL FACILITIES 350' SETBACK FROM NEAREST SURVEYED EQUIPMENT/TANK

OIL FACILITIES EQUIPMENT/TANK FACILITY ID: 433854

OIL FACILITIES EQUIPMENT/TANKS FACILITY ID: 433787

N72°17'37"E 191.17'
N73°43'32"E 207.37'
N76°25'01"E 247.37'
N79°35'45"E 321.33'
N79°01'13"E 304.74'
N77°16'46"E 263.82'
S59°03'08"E 851.52'
S54°28'04"E 835.01'

N64°45'56"W 160.19'
N71°50'03"W 171.04'
N69°55'29"W 155.00'
S47°37'44"W 794.99'
S77°20'55"E 75.86'
S72°18'40"E 83.94'

WEST 1/4 CORNER OF SECTION 5, T.2N, R.67W, 6TH P.M. RECOVERED 2.5" ALUMINUM CAP STAMPING ILLEGIBLE 0.7' BELOW GRADE

CENTER 1/4 CORNER OF SECTION 5, T.2N, R.67W, 6TH P.M. RECOVERED 3.25" ALUMINUM CAP STAMPED "A.M. HASCALL PLS 23500 1996" 0.1' BELOW GRADE

OWNER: RICHARD & JOHNNY VOGL
BARGAIN & SALE DEED REC. NO. 4343796

N89°23'55"E 2680.42'(R1)
S89°44'52"E 2680.36'

NW 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

NORTH LINE OF THE SW¼ OF SEC 5

SW 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

SE 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

SE 1/4, SEC. 6, T.2N., R.67W., SIXTH P.M.

DENMORE FILING NO. 1

TRACT AAA
TRACT PP
TRACT A
TRACT K
TRACT L
TRACT UU
TRACT VV
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT M
TRACT N
TRACT O
TRACT P
TRACT Q
TRACT R
TRACT S
TRACT T
TRACT U
TRACT V
TRACT W
TRACT X
TRACT Y
TRACT Z
TRACT AA
TRACT BB
TRACT CC
TRACT DD
TRACT EE
TRACT RR
TRACT TT
TRACT CCC
TRACT DDD
TRACT EEE
TRACT OO
TRACT SS

VINCA AVE.
VINCA LN.
VINE AVE.
VIEWPOINT AVE.
VALLEY VISTA AVE.
UTICA AVE.
UNION AVE.
TWILIGHT AVE.
TRAILWAY AVE.
TUMBLEWEED AVE.

FRONTIER ST.
FURLONG ST.
GALAPAGO ST.
GALAPAGO CT.
GARLAND ST.
GOLDENROD ST.
GLENDALE LN.
GRACE PKWY.
GRACE ST.
GRACE CT.
GRAND ST.
GRANITE ST.

COUNTY RAOD 15 (60' WIDE PUBLIC RIGHT-OF-WAY)
FIRESTONE BLVD. (60' WIDE PUBLIC RIGHT-OF-WAY)

1,350.00'

50' SETBACK P&A WELL

50' WIDE GAS LINE EASEMENT BOOK 1649 PAGE 86 REC. NO. 3453698

BOOK 86, PAGE 273

McCOY 14-5
API NO: 05-123-21358
OPERATOR: CRESTONE
STATUS: PA 4/26/2019
FACILITY ID: 266327

OIL FACILITIES EQUIPMENT PIPELINE RISER FACILITY ID: 336448

OIL FACILITIES 350' SETBACK FROM NEAREST SURVEYED EQUIPMENT/PIPELINE RISER

OWNER: DENISE, JOHN & RICHARD VOGL
QUIT CLAIM DEED REC. NO. 02377597

OWNER: FIRESTONE EQUESTRIAN CENTER LLC
RECORD EXEMPTION NO. 1311-05-4-RE-2735 REC. NO. 2799134

N44°22'52"W 1447.09'

S00°39'56"W 790.05'
S00°17'14"E 790.05'(R1)

N44°22'52"W 1848.81'
S00°17'14"E 1848.62'(R1)

N89°59'05"W 312.02'
S89°09'38"W 312.02'(R1)

N44°24'17"E 716.93'

15' IRRIGATION EASEMENT REC. NO. 3363227

SOUTH 1/4 CORNER OF SECTION 5, T.2N, R.67W, 6TH P.M. RECOVERED 2.5" ALUMINUM CAP STAMPED "HASCALL 1996 PLS 23500" IN MONUMENT BOX

EAST LINE OF THE SW ¼ OF SEC 5

(BASIS OF BEARINGS) N00°05'58"E 2650.07' WEST LINE OF THE SW 1/4 OF SEC 5 N00°07'47"W 2649.92'(R1)

POINT OF BEGINNING SOUTHWEST CORNER OF SECTION 5, T.2N, R.67W, 6TH P.M. RECOVERED 3" BRASS CAP, STAMPING ILLEGIBLE IN MONUMENT BOX

N89°09'38"E 380.04' (R1)
N89°59'05"W 380.02'
BOOK 86, PAGE 273
SOUTH LINE OF THE SW ¼ OF SEC 5
S89°09'38"W (R1)
N89°59'05"W 188.06'

MATCH TO SHEET 4

FOR REVIEW ONLY

MONUMENT SYMBOL LEGEND

- RECOVERED SECTION CORNER AS NOTED HEREON
- 1 SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND
- 1 RECOVERED 1.25" RED PLASTIC CAP STAMPED "RMC 24302"
- 2 RECOVERED 1.25" RED PLASTIC CAP STAMPED "RMC, INC. PLS 20673"
- 3 RECOVERED 1.5" ALUMINUM CAP STAMPING ILLEGIBLE
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 4872466
- (3) BLOCK NUMBER
- REC. NO. RECEPTION NUMBER
- WELL HEAD PLUGGED AND ABANDONED

P&A WELLS LEGEND

1. MCCOY 13-5 = API NO: 05-123-19570 OPERATOR: CRESTONE STATUS: PA 1/25/2024 FACILITY ID: 251766
2. MCCOY 2-4-5 = API NO: 05-123-24365 OPERATOR: CRESTONE STATUS: PA 1/25/2024 FACILITY ID: 287579
3. MCCOY 23-5 = API NO: 05-123-21357 OPERATOR: CRESTONE STATUS: PA 1/25/2024 FACILITY ID: 266326
4. MCCOY 1 = API NO: 05-123-08562 OPERATOR: CRESTONE STATUS: PA 1/25/2024 FACILITY ID: 240774
5. MCCOY 24-5 = API NO: 05-123-21359 OPERATOR: CRESTONE STATUS: PA 1/25/2024 FACILITY ID: 266328

PARK LAND AND OPEN SPACE DEDICATION REQUIREMENTS

TOTAL LOTS: 1041
PERSONS PER DWELLING: 3.09

PARK LAND DEDICATION	CODE DEDICATION REQUIREMENT	AREA REQUIRED (ACRES)	AREA PROVIDED (ACRES)	SHORTFALL CASH-IN-LIEU (ACRES)
POCKET PARKS	0.5 ACRES / 1,000 RESIDENTS	1.608	2.730	
NEIGHBORHOOD PARKS	3.0 ACRES / 1,000 RESIDENTS	9.650	9.527	0.123
COMMUNITY PARKS	5.0 ACRES / 1,000 RESIDENTS	16.083		16.083
OPEN SPACE DEDICATION	14.0 ACRES / 1,000 RESIDENTS	45.034	64.024	

N

150 0 75 150
SCALE
1 inch = 150 ft.

OVERALL - SHEET 3 OF 34

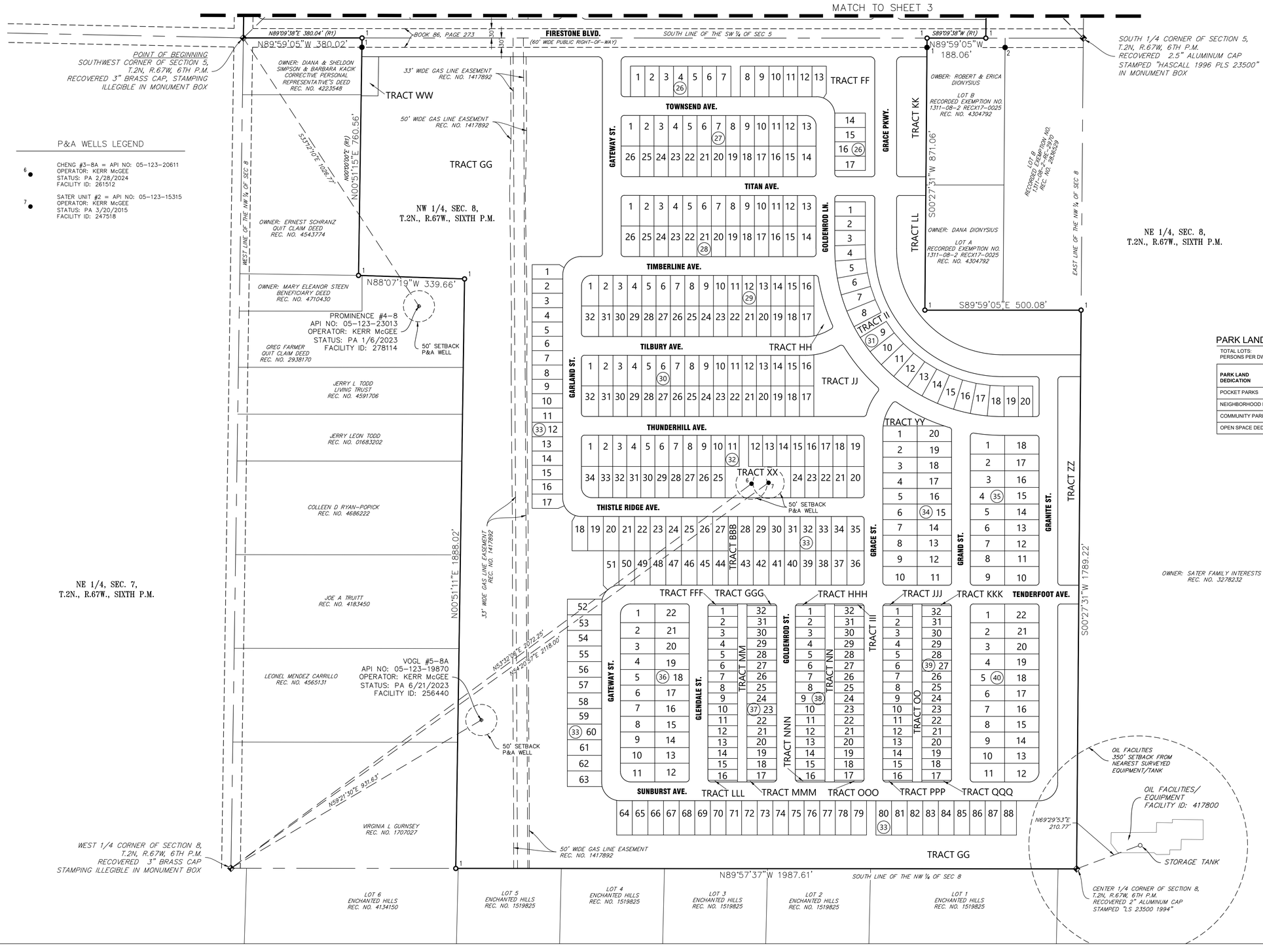
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Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 3 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024



P&A WELLS LEGEND

6 ● CHENG #3-8A = API NO: 05-123-20611
OPERATOR: KERR McGEE
STATUS: PA 2/28/2024
FACILITY ID: 261512

7 ● SATER UNIT #2 = API NO: 05-123-15315
OPERATOR: KERR McGEE
STATUS: PA 3/20/2015
FACILITY ID: 247518

MONUMENT SYMBOL LEGEND

- ✦ RECOVERED SECTION CORNER AS NOTED HEREON
- 1 ○ SET 18" LONG NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LJA SURVEYING PLS 36073" FLUSH WITH GROUND
- 1 ● RECOVERED 1.25" RED PLASTIC CAP STAMPED "RMC 24302"
- 2 ● RECOVERED 1.25" RED PLASTIC CAP STAMPED "RMC, INC. PLS 20673"
- 3 ● RECOVERED 1.5" ALUMINUM CAP STAMPING ILLEGIBLE
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 4872466
- (3) BLOCK NUMBER
- REC. NO. RECEPTION NUMBER
- ⊕ WELL HEAD PLUGGED AND ABANDONED

PARK LAND AND OPEN SPACE DEDICATION REQUIREMENTS

TOTAL LOTS: 1041
PERSONS PER DWELLING: 3.09

PARK LAND DEDICATION	CODE DEDICATION REQUIREMENT	AREA REQUIRED (ACRES)	AREA PROVIDED (ACRES)	SHORTFALL CASH-IN-LIEU (ACRES)
POCKET PARKS	0.5 ACRES / 1,000 RESIDENTS	1.608	2.730	
NEIGHBORHOOD PARKS	3.0 ACRES / 1,000 RESIDENTS	9.650	9.527	0.123
COMMUNITY PARKS	5.0 ACRES / 1,000 RESIDENTS	16.083		16.083
OPEN SPACE DEDICATION	14.0 ACRES / 1,000 RESIDENTS	45.034	64.024	

FOR REVIEW ONLY

150 0 75 150
SCALE
1 inch = 150 ft.

OVERALL - SHEET 4 OF 34

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Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 4 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

NW 1/4, SEC. 5,
T.2N., R.67W., SIXTH P.M.

SEE SHEET 3

OIL FACILITIES
EQUIPMENT/TANKS
FACILITY ID: 433854

OWNER: RICHARD & JOHNNY VOGL

BARGAIN & SALE DEED
REC. NO. 4343796

OIL FACILITIES
350' SETBACK FROM
NEAREST SURVEYED
EQUIPMENT/TANK

OIL FACILITIES
350' SETBACK FROM
NEAREST SURVEYED
EQUIPMENT/TANK

WEST 1/4 CORNER OF SECTION 5,
T.2N, R.67W, 6TH P.M.
RECOVERED 2.5" ALUMINUM CAP
STAMPING ILLEGIBLE
0.7' BELOW GRADE

S89°44'52"E 2680.36'

40.00'

NORTH LINE OF THE SW 1/4 OF SEC 5

769.14'

S00°50'58"W 86.49'

10' U.E.

Δ=89°59'55"
R=10.00'
L=15.71'
CH=N44°09'00"W
CHL=14.14'

TRACT AAA
56,796 SF
1.304 AC

Δ=19°06'33"
R=1000.00'
L=333.52'
CH=N81°17'46"E
CHL=331.97'

Δ=19°06'33"
R=970.00'
L=323.51'

Δ=7°08'45"
R=1530.00'
L=190.82'

Δ=18°30'38"
R=1470.00'
L=474.91'

Δ=18°30'38"
R=1500.00'
L=484.61'
CH=N80°59'49"E
CHL=482.50'

257.82'

30'

60'

VINCA AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

S89°08'57"E 307.82'

30'

252.82'

Δ=7°45'26"
R=1030.00'
L=139.45'

L=30.00'

Δ=11°21'07"
R=1030.00'
L=204.07'

Δ=90°00'05"
R=10.00'
L=15.71'
CH=N45°51'00"E
CHL=14.14'

N00°50'58"E 2650.07'

FRONTIER ST. (CR 15)
(60' WIDTH PUBLIC RIGHT-OF-WAY)

WEST LINE OF THE SW 1/4 OF SEC 5

N00°50'58"E 166.91'

N03°14'01"E 120.20'

10' A.E.

SEE SHEET 3

BOOK 86, PAGE 273

N36°04'19"W 117.43'

N11°07'11"W 104.02'

S11°07'11"E 106.62'

TRACT PP
451,352 SF
10.362 AC

MATCH TO SHEET 6

N00°00'55"E 148.41'

30' S.E.

S00°00'55"W 224.66'

TRACT A
780,681 SF
17.922 AC

MCCOY 2-4-5
API NO: 05-123-24365
OPERATOR: CRESTONE
STATUS: PA 1/25/2024
FACILITY ID: 287579

50' SETBACK
P&A WELL

50' SETBACK
P&A WELL

N43°39'20"E 101.33'

N00°00'55"E 73.33'

N89°59'05"W 15.36'

10' U.E.

Δ=14°04'12"
R=470.00'
L=115.42'

L=66.97'

C1

30.00'

N89°59'05"W 295.88'

10' U.E.

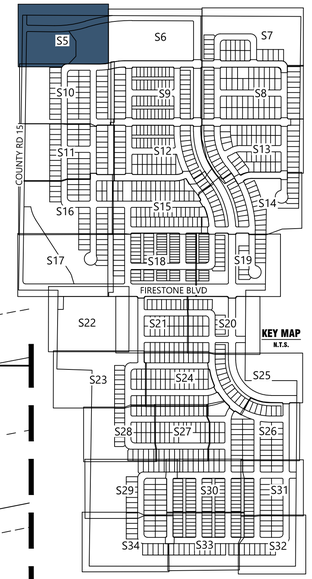
N89°59'05"W 114.97'

MATCH TO SHEET 10

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	91.11'	58.00'	90°00'00"	S45° 00' 55"W	82.02

LEGEND

(#) = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
STM.E. = STORM EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER
⊕ = WELL HEAD PLUGGED & ABANDONED



FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 5 OF 34

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Date:	Job No.:	Sheet:
4/9/2026	1061-03	5 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

OWNER: RICHARD & JOHNNY VOGL
BARGAIN & SALE DEED REC. NO. 4343796

NW 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

30' UTILITY AND TRANSPORTATION EASEMENT (OUTSIDE OF PLAT BOUNDARY) RECEPTION NO. _____

S89°44'52"E 2680.36'

301.50' | 570.26' | 35.00'

NORTH LINE OF THE SW 1/4 OF SEC 5

VINCA AVE.
(48' WIDE PUBLIC RIGHT-OF-WAY)

30' | 30'

525.43'

Δ=18°30'38"
R=1470.00'
L=474.91'

Δ=18°30'38"
R=1500.00'
L=484.61'
CH=S80°59'49"W
CHL=482.50'

10' U.E.

Δ=89°45'46"
R=10.00'
L=15.67'
CH=S44°51'59"E
CHL=14.11'

10' U.E.

70'

35' | 35'

N89

MATCH TO SHEET 7

MATCH TO SHEET 5

50' WIDE GAS LINE EASEMENT BOOK 1455 PAGE 196 REC. NO. 1453698

SW 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

GRACE PKWY.
(60' WIDE PUBLIC RIGHT-OF-WAY)

383.02'

S00°00'55"W 462.83'

S00°00'55"W 422.69'

35.00'

10' U.E.

TRACT PP
451,352 SF
10.362 AC

COUNTY RD 15

FIRESTONE BLVD

KEY MAP
N.T.S.

S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24 S25 S26 S27 S28 S29 S30 S31 S32 S33 S34

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C20	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14
C21	15.71'	10.00'	90°00'00"	S45° 00' 55"W	14.14
C30	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14

Δ=14°04'12"
R=500.00'
L=122.78'
CH=S82°58'49"W
CHL=122.47'

Δ=14°04'12"
R=530.00'
L=130.15'

10' U.E.

653.00'

CH=N45°00'55"E
CH=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'

N89°59'05"W 193.00'

Δ=14°04'12" R=530.00' L=130.15'

Δ=14°04'12" R=470.00' L=115.42'

C30

40.00'

S00°00'55"W 560.00'

140.00'

Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'

30' | 60'

VINE AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

465.00'

N89°59'05"W 698.00'

Δ=90°00'00"
R=10.00'
L=15.71'
CH=N44°59'05"W
CHL=14.14'

140.00'

Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'

193.00'

Δ=90°00'00"
R=10.00'
L=15.71'
CH=N44°59'05"W
CHL=14.14'

N89°59'05"W 385.00'

108.00'

S00°00'55"W 560.00'

C21

MATCH TO SHEET 9

FOR REVIEW ONLY

SCALE
1 inch = 30 ft.
30 0 15 30

LOT DETAIL - SHEET 6 OF 34

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Date:	Job No.:	Sheet:
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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

SEE SHEET 3

OWNER: RICHARD & JOHNNY VOGL

BARGAIN & SALE DEED REC. NO. 4343796

NW 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

OIL FACILITIES EQUIPMENT/TANKS FACILITY ID: 433787

CENTER 1/4 CORNER OF SECTION 5, T.2N, R.67W, 6TH P.M. RECOVERED 3.25" ALUMINUM CAP STAMPED "A.M. HASCALL PLS 23500 1996" 0.1' BELOW GRADE

35.88' | S00°15'08"W 40.00' | N89°44'52"W 35.71' | U.E.

NORTH LINE OF THE SW ¼ OF SEC 5 — S89°44'52"E 2680.36' — 964.46' — 166.45'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C6	91.11'	58.00'	90°00'00"	N45° 00' 55"E	82.02
C7	91.11'	58.00'	90°00'00"	N44° 59' 05"W	82.02
C20	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14
C21	15.71'	10.00'	90°00'00"	S45° 00' 55"W	14.14
C31	15.71'	10.00'	90°00'00"	N45° 00' 55"E	14.14

OIL FACILITIES 350' SETBACK FROM NEAREST SURVEYED EQUIPMENT/TANK

OIL FACILITIES 350' SETBACK FROM NEAREST SURVEYED EQUIPMENT/PIPELINE RISER

TRACT K
265,457 SF
6.094 AC

N89°59'05"W 202.21' | 35' U.E. | 35.00' | 10' U.E. | N0°00'55"E 34.60' | 16.21' | L=53.04' | C6 | 277.79' | N89°59'05"W 294.00' | 10' U.E.

Δ=90°00'00" R=58.00' L=91.11' CH=S44°59'05"E CHL=82.02'

N89°59'05"W 94.21' | S52°22'36"E 20.00' | L=36.39' | Δ=90°00'00" R=65.00' L=98.96' CH=N45°00'55"E CHL=89.10'

VINCA LN.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N89°59'05"W 224.00' | 30' | 60' | 30'

Δ=90°00'00" R=65.00' L=98.96' CH=S44°59'05"E CHL=89.10'

S00°00'55"W 422.69' | 45.92' | 5 4,686 SF 0.108 AC | N89°59'05"W 98.02' | L=1.68' | 10 | 4 4,500 SF 0.103 AC | 45.92' | 44.24' | 10' U.E.

N89°59'05"W 98.00' | 3 4,500 SF 0.103 AC | 45.92' | 10' U.E.

S00°00'55"W 229.60' | N89°59'05"W 98.00' | 2 4,500 SF 0.103 AC | 45.92' | 8' U.E.

N89°59'05"W 98.00' | 1 4,500 SF 0.103 AC | 45.92' | S89°59'05"E 98.00' | 10' U.E. | 10.00'

MATCH TO SHEET 6

N89°59'05"W 224.00' | 22.00' | 45.00' | 45.00' | 45.00' | 45.00' | 22.00'

Δ=90°00'00" R=33.00' L=51.84' | 10' U.E.

1 5,266 SF 0.121 AC	2 4,500 SF 0.103 AC	3 4,500 SF 0.103 AC	4 4,500 SF 0.103 AC	5 4,500 SF 0.103 AC	6 5,266 SF 0.121 AC
S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'

67.00' | 10' U.E. | 8' U.E. | N89°59'05"W 55.00' | 45.00' | 45.00' | 45.00' | 45.00' | N89°59'05"W 55.00' | 67.00'

S00°00'55"W 157.00' | S00°00'55"W 197.00' | 30' | 60' | 30' | S00°00'55"W 192.00' | 92.00'

GRACE ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GRAND ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

12 5,479 SF 0.126 AC	11 4,500 SF 0.103 AC	10 4,500 SF 0.103 AC	9 4,500 SF 0.103 AC	8 4,500 SF 0.103 AC	7 5,479 SF 0.126 AC
S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'	S00°00'55"W 100.00'

90.00' | 9 | 90.00' | 10' U.E. | 8' U.E. | 10' U.E.

N89°59'05"W 260.00' | 60.00' | 50.00' | 50.00' | 50.00' | 50.00' | 10 | 10' U.E.

6 6,579 SF 0.151 AC	7 5,500 SF 0.126 AC	8 5,500 SF 0.126 AC	9 5,500 SF 0.126 AC	10 5,533 SF 0.127 AC
S00°00'55"W 110.00'	S00°00'55"W 110.00'	S00°00'55"W 110.00'	S00°00'55"W 110.00'	S00°00'55"W 114.53'

100.00' | 10' U.E. | 8' U.E. | 10' U.E.

N89°59'05"W 270.00' | N89°59'05"W 227.53'

Δ=90°00'00" R=10.00' L=15.71' CH=S44°59'05"E CHL=14.14'

Δ=90°00'00" R=10.00' L=15.71' CH=N45°00'55"E CHL=14.14'

Δ=90°00'00" R=10.00' L=15.71' CH=S44°59'05"E CHL=14.14'

C20 | Δ=90°00'00" R=10.00' L=15.71' CH=N44°59'05"W CHL=14.14'

N89°59'05"W 193.00' | 108.00' | 350.00' | 232.53' | 27.53' | L=23.08' | L=85.03'

60' | 30' | 60' | 30' | 30'

50' SETBACK P&A WELL

N89°59'05"W 582.53'

VINE AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

Δ=90°00'00" R=33.00' L=51.84' CH=S44°59'05"E CHL=89.10'

Δ=90°00'00" R=63.00' L=98.96' CH=S44°59'05"E CHL=89.10'

S00°00'55"W 560.00' | 280.00' | C31 | C31 | 108.00' | N89°59'05"W 542.53' | 217.00'

MATCH TO SHEET 8

S00°00'55"W 1848.81' | 483.73' | S00°39'56"W

RECORD EXEMPTION NO. 131-05-4-RE-2715 REC. NO. 2799134

SE 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

D.E.

OWNER: FIRESTONE EQUESTRIAN CENTER LLC

SEE SHEET 3

COUNTY RD 15 | FIRESTONE BLVD

S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24 S25 S26 S27 S28 S29 S30 S31 S32 S33 S34

KEY MAP N.T.S.

FOR REVIEW ONLY

30 0 15 30
SCALE 1 inch = 30 ft.

10' U.E. | N89°59'05"W 125.51'

LOT DETAIL - SHEET 7 OF 34

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Date:	Job No:	Sheet:
4/9/2026	1061-03	7 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C7	91.11'	58.00'	90°00'00"	N44° 59' 05"W	82.02

LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

****SEE SHEET 7 FOR KEY MAP****

MATCH TO SHEET 7

MATCH TO SHEET 9

MATCH TO SHEET 13

SEE SHEET 3

VINE AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

VIEWPOINT AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

VALLEY VISTA AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

GRACE ST. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

GRANITE ST. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

TRACT I 18,044 SF 0.414 AC

TRACT J 11,828 SF 0.272 AC

MCCOY 23-5
API NO: 05-123-21357
OPERATOR: CRESTONE
STATUS: PA 1/25/2024
FACILITY ID: 286326

50' SETBACK P&A WELL

SE 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

OWNER: FIRESTONE EQUESTRIAN CENTER LLC

RECORD EXEMPTION NO. 1371-05-4-RE-2135 REC. NO. 2799134

SCALE 1 inch = 30 ft.

LOT DETAIL - SHEET 8 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C20	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14
C21	15.71'	10.00'	90°00'00"	S45° 00' 55"W	14.14

MATCH TO SHEET 6

MATCH TO SHEET 10

MATCH TO SHEET 8

MATCH TO SHEET 12

VINE AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

VIEWPOINT AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

VALLEY VISTA AVE. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

GARLAND ST. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

GOLDENROD ST. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

GRACE PKWY. *(60' WIDE PUBLIC RIGHT-OF-WAY)*

COUNTY RD 15

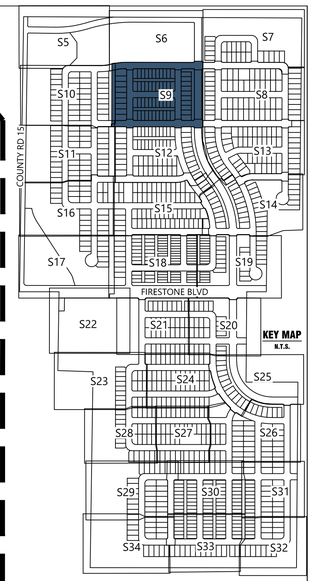
FIRESTONE BLVD

TRACT E 12,150 SF 0.279 AC

TRACT F 12,150 SF 0.279 AC

TRACT H 18,044 SF 0.414 AC

KEY MAP N.T.S.



LEGEND

- (#) = BLOCK NUMBER
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- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

SCALE 1 inch = 30 ft. (30 0 15 30)

FOR REVIEW ONLY

LOT DETAIL - SHEET 9 OF 34

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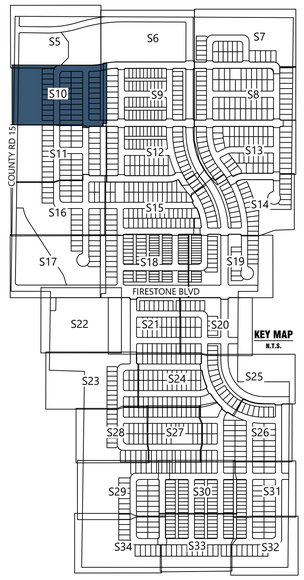
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VISTOSA FILING NO. 1-FINAL PLAT

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MATCH TO SHEET 5



KEY MAP
N.T.S.

LEGEND

(#) = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
STM.E. = STORM EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER
⊕ = WELL HEAD PLUGGED & ABANDONED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	91.11'	58.00'	90°00'00"	S45° 00' 55"W	82.02

N00°50'58"E 2650.07'

FRONTIER ST. (CR 15)
(60' WIDTH PUBLIC RIGHT-OF-WAY)

N00°50'58"E 1392.22'

WEST LINE OF THE SW 1/4 OF SEC 5

10' U.E.

SEE SHEET 3

10' A.E.

TRACT A
780,681 SF
17.922 AC

VINE AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

50' SETBACK
P&A WELL

MCCOY 13-5
API NO: 05-123-19570
OPERATOR: CRESTONE
STATUS: PA 1/25/2024
FACILITY ID: 251766

FURLONG ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GALAPAGO ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

50' WIDE GAS LINE EASEMENT
BOOK 1649 PAGE 86
REC. NO. 3453698

TRACT C
30,067 SF
0.690 AC

TRACT B
11,000 SF
0.253 AC

VALLEY VISTA AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

MATCH TO SHEET 9

MATCH TO SHEET 11

FOR REVIEW ONLY

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 10 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

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MATCH TO SHEET 10

N00°50'58"E 2650.07'

WEST LINE OF THE SW 1/4 OF SEC 5

FRONTIER ST. (CR 15)
(60' WIDTH PUBLIC RIGHT-OF-WAY)

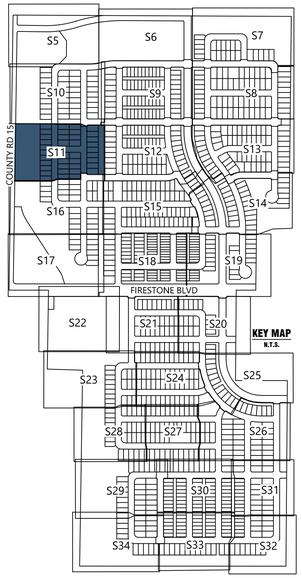
N00°50'58"E 1392.22'

2523.99'

10' U.E.

10' A.E.

SEE SHEET 3



LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

TRACT A
780,681 SF
17.922 AC

S89°59'05"E 110.00'

11 — 5,500 SF — 0.126 AC
12 — 5,500 SF — 0.126 AC
13 — 5,500 SF — 0.126 AC
14 — 5,500 SF — 0.126 AC
15 — 5,500 SF — 0.126 AC
16 — 5,500 SF — 0.126 AC
17 — 5,500 SF — 0.126 AC
18 — 5,500 SF — 0.126 AC
19 — 5,500 SF — 0.126 AC
20 — 5,500 SF — 0.126 AC
21 — 5,500 SF — 0.126 AC

S00°00'55"W 1196.00'
S00°00'55"W 1266.00'
S00°00'55"W 750.00'
729.00'
467.00'

60'
30'

N89°59'05"W 220.00'
110.00'
N89°59'05"W 110.00'

10 — 5,500 SF — 0.126 AC
17 — 5,500 SF — 0.126 AC
11 — 5,500 SF — 0.126 AC
16 — 5,500 SF — 0.126 AC
12 — 5,500 SF — 0.126 AC
15 — 5,500 SF — 0.126 AC
13 — 6,579 SF — 0.151 AC
14 — 6,579 SF — 0.151 AC

S00°00'55"W 689.00'
S00°00'55"W 712.00'
S00°00'55"W 792.00'
S00°00'55"W 60.00'
10' U.E.
8' U.E.
100.00'
N89°59'05"W 200.00'
N89°59'05"W 280.00'

CH=S45°59'05"E
CH=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'

CH=N45°00'55"E
CH=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'

UTICA AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'

CH=N44°59'05"W
CHL=14.14'

FURLONG ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

1 — 6,579 SF — 0.151 AC
18 — 6,579 SF — 0.151 AC
2 — 5,500 SF — 0.126 AC
17 — 5,500 SF — 0.126 AC
3 — 5,500 SF — 0.126 AC
16 — 5,500 SF — 0.126 AC
4 — 5,500 SF — 0.126 AC
15 — 5,500 SF — 0.126 AC
5 — 5,500 SF — 0.126 AC
14 — 5,500 SF — 0.126 AC

S00°00'55"W 427.00'
S00°00'55"W 450.00'
S00°00'55"W 530.00'
536.00'

GALAPAGO ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N89°59'05"W 262.35'
100.00'
62.35'

Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'

1 — 6,579 SF — 0.151 AC
2 — 5,830 SF — 0.134 AC
3 — 5,500 SF — 0.126 AC
4 — 5,500 SF — 0.126 AC
5 — 5,500 SF — 0.126 AC
6 — 5,500 SF — 0.126 AC
7 — 5,500 SF — 0.126 AC
8 — 5,830 SF — 0.134 AC
9 — 6,579 SF — 0.151 AC

S00°00'55"W 476.00'
S00°00'55"W 456.00'
53.00'
60.00'

50' WIDE GAS LINE EASEMENT
BOOK 1649 PAGE 86
REC. NO. 3453698

TRACT D
29,678 SF
0.681 AC

MATCH TO SHEET 12

MATCH TO SHEET 16

FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 11 OF 34

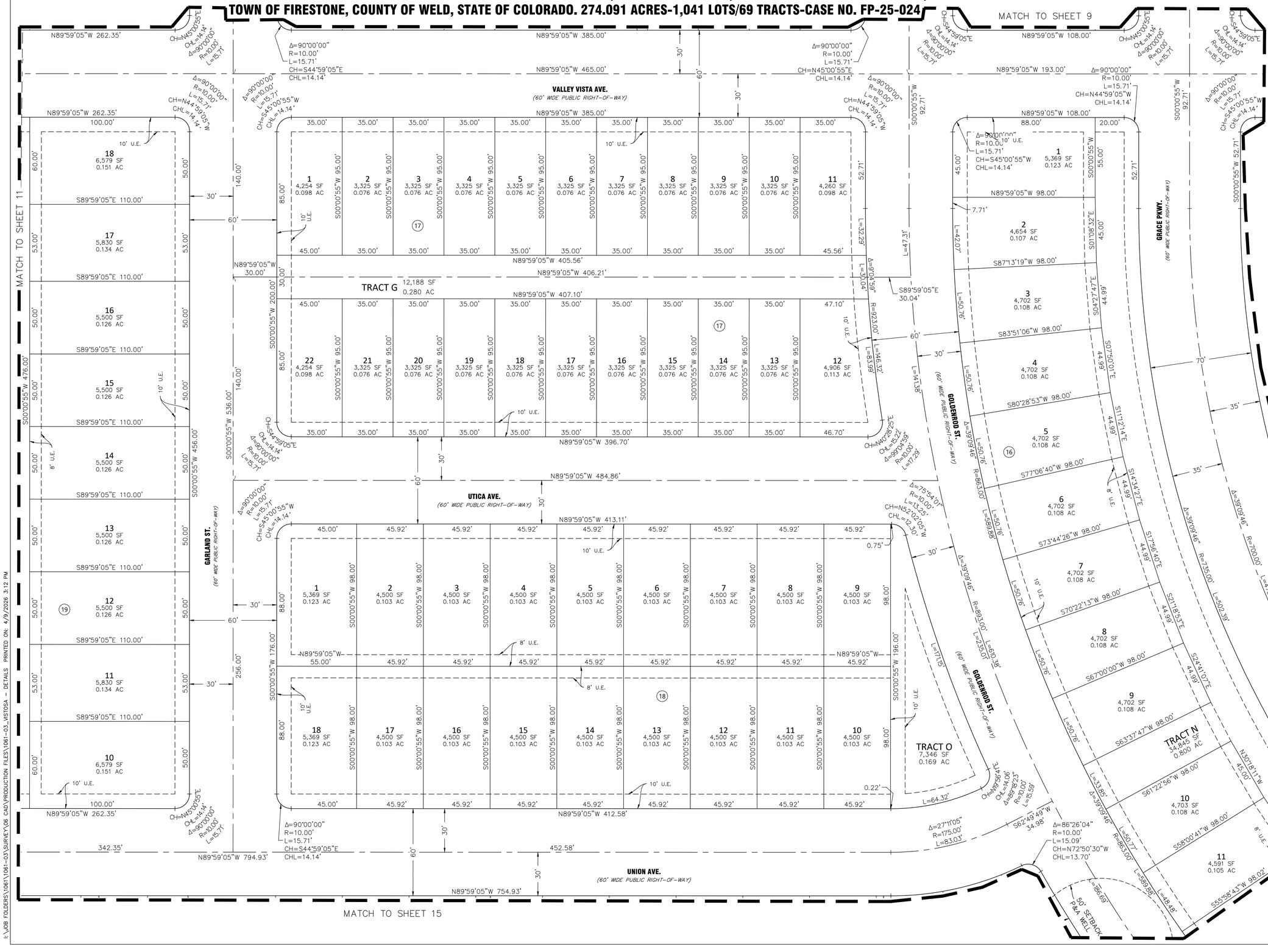
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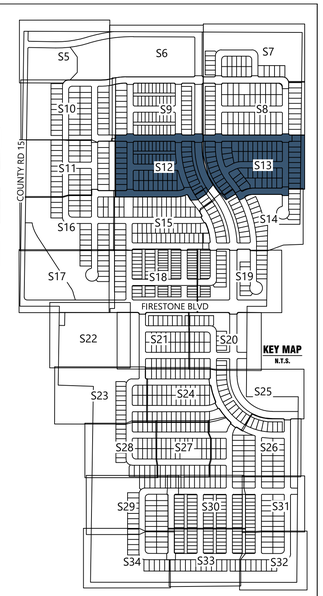
Date:	Job No.:	Sheet:
4/9/2026	1061-03	11 of 34

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LEGEND

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 12 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

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- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

****SEE SHEET 12 FOR KEY MAP****

LOT DETAIL - SHEET 13 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

MATCH TO SHEET 13

MATCH TO SHEET 15

MATCH TO SHEET 19

SEE SHEET 3

UNION AVE. (60' WIDE PUBLIC RIGHT-OF-WAY)

GRANITE CT. (60' WIDE PUBLIC RIGHT-OF-WAY)

GRACE PKWY. (60' WIDE PUBLIC RIGHT-OF-WAY)

GOLDENROD ST. (60' WIDE PUBLIC RIGHT-OF-WAY)

GRACE ST. (60' WIDE PUBLIC RIGHT-OF-WAY)

TUMBLEWEED AVE. (60' WIDE PUBLIC RIGHT-OF-WAY)

TRACT L 66,560 SF 1.528 AC

TRACT N 34,845 SF 0.800 AC

TRACT M 14,853 SF 0.800 AC

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	4.14'	10.00'	23°43'27"	S11° 50' 49"E	4.11
C9	299.73'	61.00'	281°31'39"	S62° 56' 43"E	77.17
C10	13.58'	10.00'	77°48'12"	N38° 55' 01"E	12.56

KEY MAP N.T.S.

OWNER: DENISE, JOHN & RICHARD VOGL
QUIT CLAIM DEED REC. NO. 02377597

OWNER: FIRESTONE EQUESTRIAN CENTER LLC
RECORD EXEMPTION NO. 1315-05 RECORDED 12/5/05 REC. NO. 2759134

SE 1/4, SEC. 5, T.2N., R.67W., SIXTH P.M.

FOR REVIEW ONLY

SCALE 1 inch = 30 ft.

LOT DETAIL - SHEET 14 OF 34

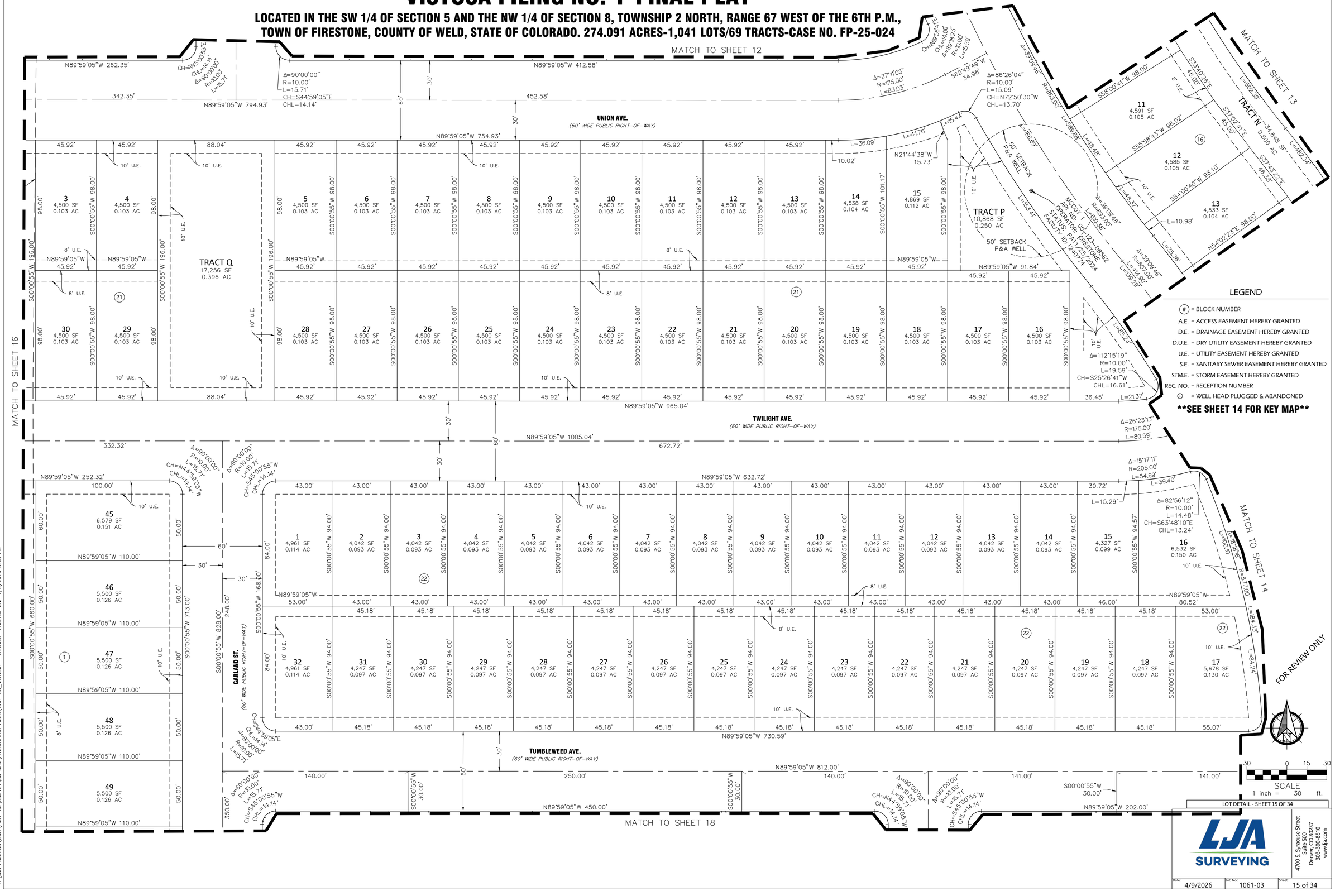
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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024



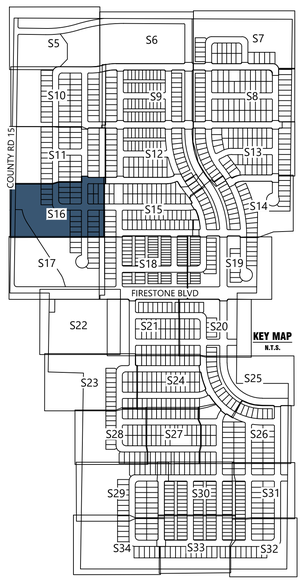
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Date:	Job No:	Sheet:
4/9/2026	1061-03	15 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024



KEY MAP N.T.S.

MATCH TO SHEET 11

SEE SHEET 3

N00°50'58"E 2523.99'

WEST LINE OF THE SW 1/4 OF SEC 5

FRONTIER ST. (CR 15)
(60' WIDTH PUBLIC RIGHT-OF-WAY)

10' A.E.

10' U.E.

N00°50'58"E 1392.22'

N00°50'58"E 718.82'

N89°08'57"W 64.83'

Δ=24°09'43"
R=525.00'
L=154.95'
CH=N23°75'08"W
CHL=153.95'

N33°01'59"W 600.29'

TRACT UU
206,831 SF
4.748 AC

TRACT A
780,681 SF
17.922 AC

LEGEND

(#) = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED
S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
STM.E. = STORM EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER
⊕ = WELL HEAD PLUGGED & ABANDONED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	91.11'	58.00'	90°00'00"	S44° 59' 05"E	82.02

S89°59'05"E 110.00'
N89°59'05"W 110.00'
N89°59'05"W 177.00'
N89°59'05"W 217.00'
N89°59'05"W 212.00'
N89°59'05"W 262.35'
N89°59'05"W 794.93'
N89°59'05"W 754.93'
N89°59'05"W 965.04'
N89°59'05"W 1005.04'
N89°59'05"W 332.32'
N89°59'05"W 252.32'
S89°59'05"E 110.26'

FURLONG ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GALAPAGO ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

TWILIGHT AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

UNION AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GALAPAGO CT.
(60' WIDE PUBLIC RIGHT-OF-WAY)

50' WIDE GAS LINE EASEMENT BOOK 1649 PAGE 86 REC. NO. 3453898

TRACT R 11,923 SF 0.274 AC

TRACT A 780,681 SF 17.922 AC

MATCH TO SHEET 15

MATCH TO SHEET 17

FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 16 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024

MATCH TO SHEET 16

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	13.58'	10.00'	77°48'13"	N38° 55' 01"E	12.56
C4	299.73'	61.00'	281°31'39"	S62° 56' 43"E	77.17
C5	4.14'	10.00'	23°43'30"	S11° 50' 49"E	4.11

N00°50'58"E 2523.99'

WEST LINE OF THE SW 1/4 OF SEC 5

FRONTIER ST. (CR 15)
(60' WIDTH PUBLIC RIGHT-OF-WAY)

N00°50'58"E 718.82'

10' U.E.

10' A.E.

SEE SHEET 3

TRACT UU
206,831 SF
4.748 AC

COUNTY RD 15

FIRESTONE BLVD

KEY MAP
N.T.S.

McCOY 14-5
API NO: 05-123-21358
OPERATOR: CRESTONE
STATUS: PA 4/26/2019
FACILITY ID: 266327

50' SETBACK
P&A WELL

N33°01'59"W 600.29'

TRACT A
780,681 SF
17.922 AC

Δ=90°50'03"
R=25.00'
L=39.63'
CH=N44°34'04"W
CHL=35.61'

Δ=15°45'43"
R=980.00'
L=49.57'
CH=N25°08'38"W
CHL=49.41'

N17°15'16"W 73.50'

N89°59'05"W 110.00'

31
5,500 SF
0.126 AC

32
5,500 SF
0.126 AC

33
5,500 SF
0.126 AC

50.00'

S00°00'55"W 410.00'

S00°00'55"W 416.60'

8' U.E.

10' U.E.

16.60'

60'

30'

S00°00'55"W 526.00'

GALAPAGO CT.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N89°59'05"W 25.00'

C3

C4

C5

L=39.38'

L=220.75'

L=59.60'

L=31.36'

7.43'

N43°37'02"W 23.43'

10' U.E.

N89°59'05"W 110.95'

39
5,551 SF
0.127 AC

38
5,558 SF
0.128 AC

37
5,565 SF
0.128 AC

36
5,572 SF
0.128 AC

35
5,396 SF
0.124 AC

34
5,836 SF
0.134 AC

N89°59'05"W 111.09'

N89°59'05"W 111.23'

N89°59'05"W 111.38'

N89°59'05"W 111.52'

N89°59'05"W 107.29'

N89°59'05"W 111.81'

S00°00'55"W 457.43'

S00°08'57"E 560.00'

TRACT A
780,681 SF
17.922 AC

S00°00'55"W 660.00'

MATCH TO SHEET 18

S00°00'55"W 132.98'

30' U.E.

N00°00'55"E 110.87'

50' WIDE GAS LINE EASEMENT
BOOK 1649 PAGE 86
REC. NO. 3453698

N89°59'05"W 187.32'

30' U.E.

S89°59'05"E 327.32'

30' U.E.

468.42'

471.78'

N89°59'05"W 940.19'

POINT OF BEGINNING
SOUTHWEST CORNER OF SECTION 5,
T.2N, R.67W, 6TH P.M.
RECOVERED 3" BRASS CAP
STAMPING ILLEGIBLE IN MONUMENT BOX

60'

120'

BOOK 86, PAGE 273

SOUTH LINE OF THE SW ¼ OF SEC 5

N89°59'05"W 380.02'

N89°59'05"W 671.41'

N89°59'05"W 799.50'

FIRESTONE BLVD
(120' WIDE PUBLIC RIGHT-OF-WAY)

N00°51'15"E 760.56'

60.01'

N89°59'05"W 755.38'

MATCH TO SHEET 22

S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24 S25 S26 S27 S28 S29 S30 S31 S32 S33 S34

LEGEND

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- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

FOR REVIEW ONLY

N

SCALE
1 inch = 30 ft.
30 0 15 30

LOT DETAIL - SHEET 17 OF 34

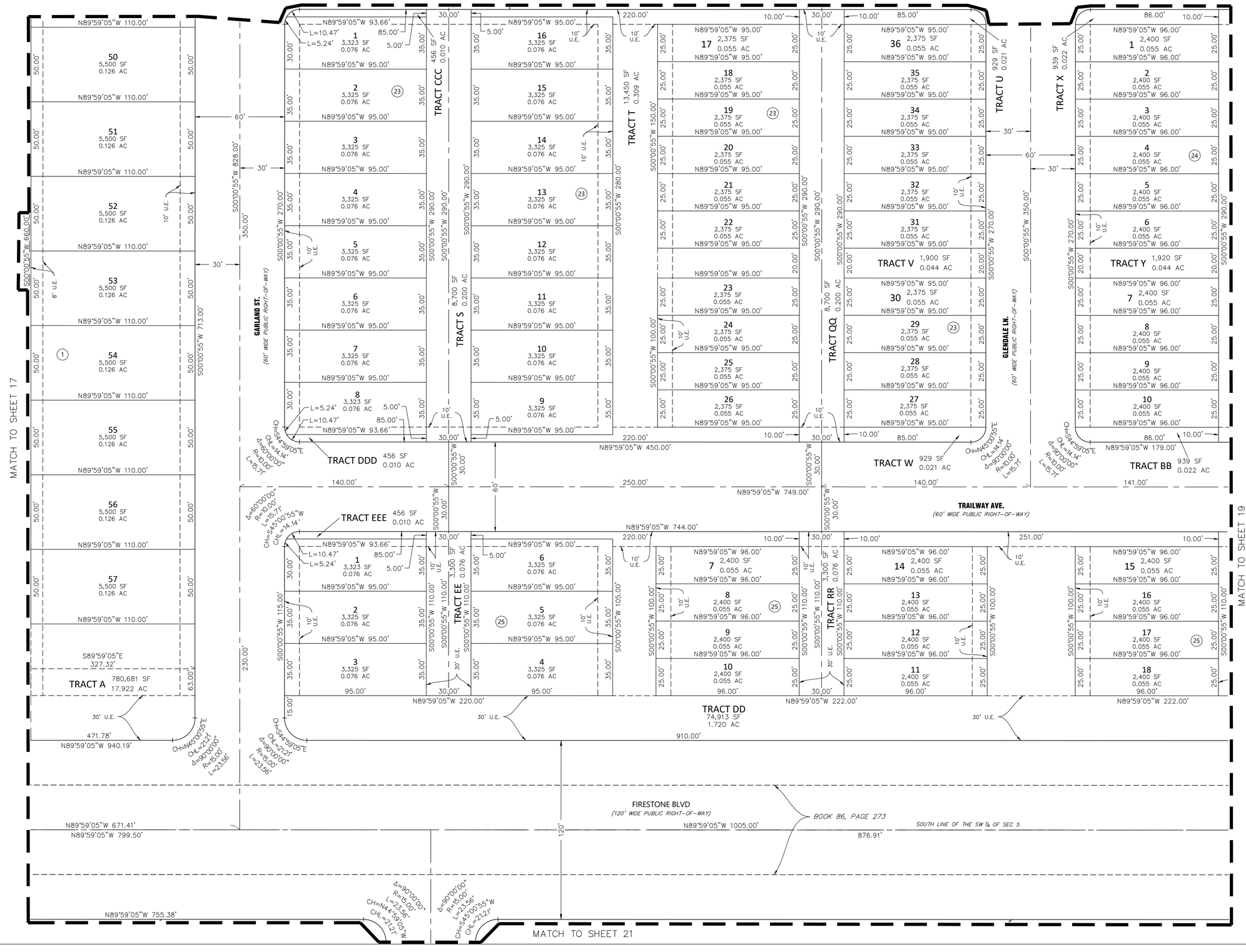
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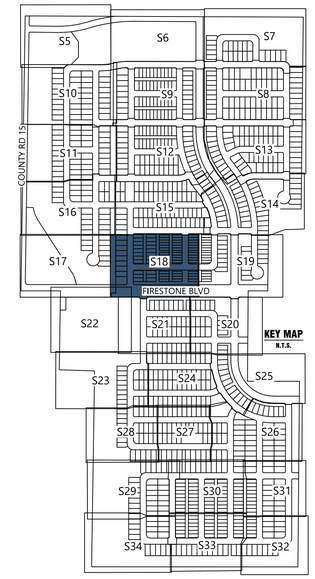
Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 17 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

FOR REVIEW ONLY

SCALE 1 inch = 30 ft. (30 0 15 30)

LOT DETAIL - SHEET 18 OF 34

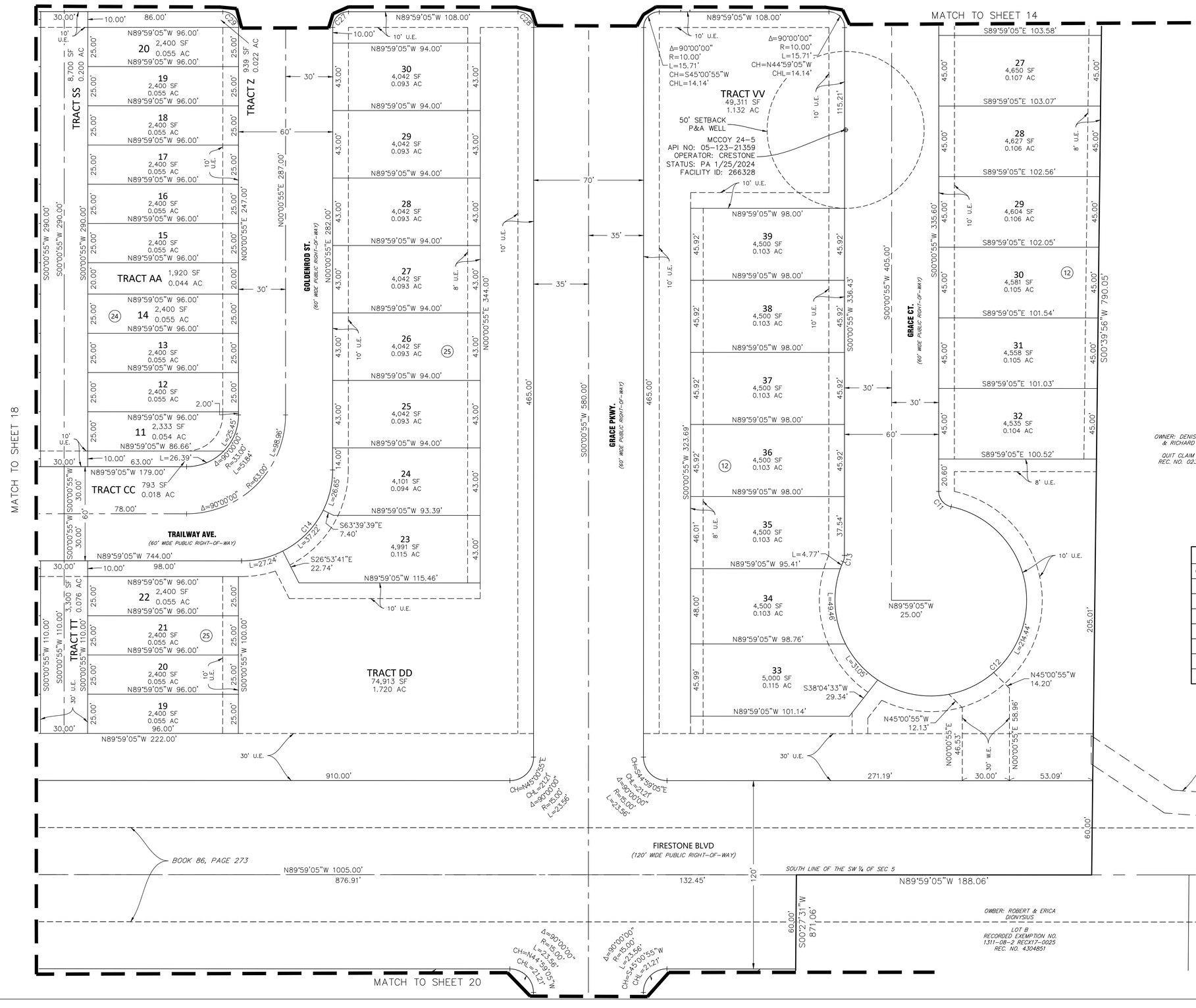
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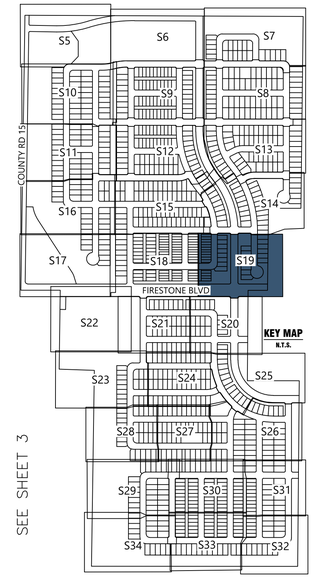
Date: 4/9/2026 | Job No: 1061-03 | Sheet: 18 of 34

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C11	13.58'	10.00'	77°48'12"	S38° 53' 11"E	12.56
C12	299.73'	61.00'	281°31'39"	N62° 58' 32"E	77.17
C13	4.14'	10.00'	23°43'27"	N11° 52' 38"E	4.11
C14	91.11'	58.00'	90°00'00"	N45° 00' 55"E	82.02
C27	15.71'	10.00'	90°00'00"	N45° 00' 55"E	14.14
C28	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14
C29	15.71'	10.00'	90°00'00"	S44° 59' 05"E	14.14

30 0 15 30
SCALE 1 inch = 30 ft.

LOT DETAIL - SHEET 19 OF 34

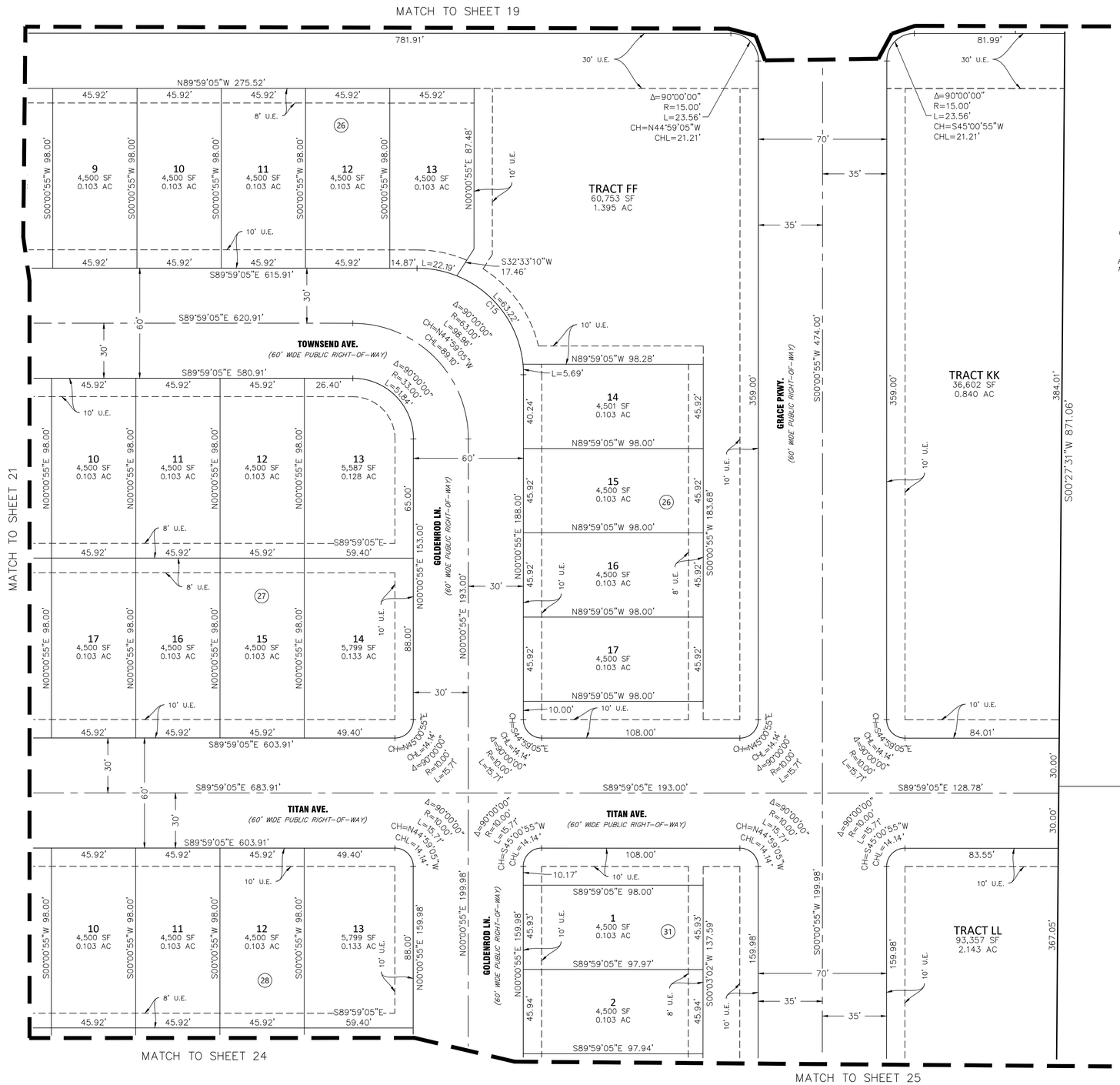
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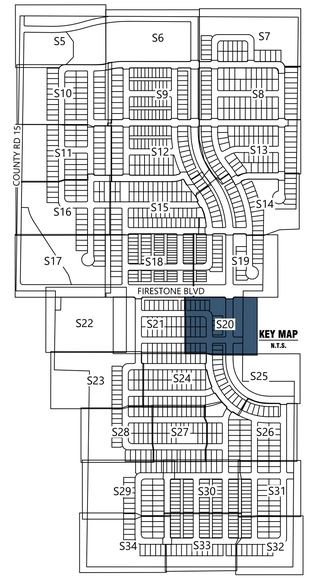
Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 19 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C15	91.11'	58.00'	90°00'00"	S44° 59' 05"E	82.02

FOR REVIEW ONLY

30 0 15 30

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 20 OF 34

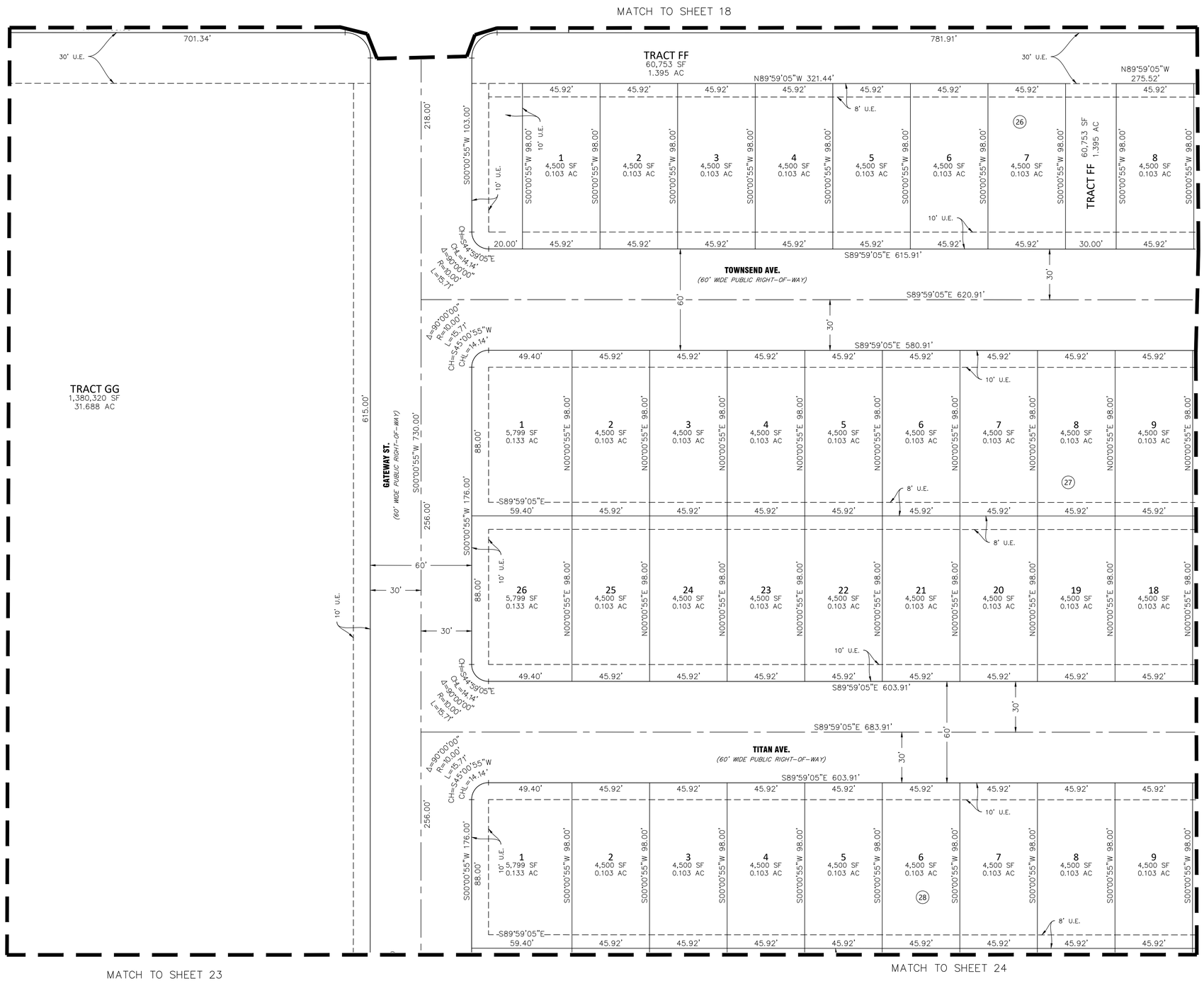
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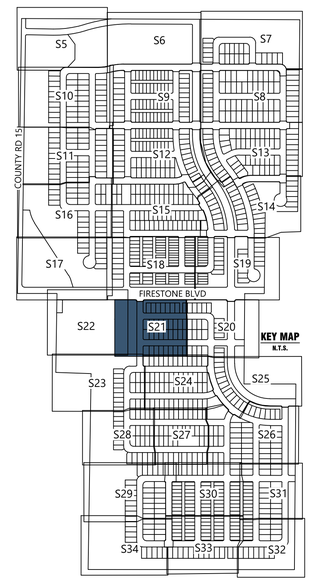
Date:	Job No:	Sheet:
4/9/2026	1061-03	20 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

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- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

FOR REVIEW ONLY

30 0 15 30

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 21 OF 34

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MATCH TO SHEET 17

FIRESTONE BLVD
(120' WIDE PUBLIC RIGHT-OF-WAY)

BOOK 86, PAGE 273
SOUTH LINE OF THE SW 1/4 OF SEC 5

N89°59'05"W 380.02'
N89°59'05"W 671.41'
N89°59'05"W 799.50'
N89°59'05"W 671.41'
N89°59'05"W 799.50'
120'
60.01'
N89°59'05"W 755.38'
54.04'
701.34'
30' U.E.
30' U.E.
125.19'
S00°51'17"W 125.62'
S89°31'59"E 54.03'

OWNER: DIANA & SHELDON SIMPSON & BARBARA KACIK CORRECTIVE PERSONAL REPRESENTATIVE'S DEED REC. NO. 4223548

TRACT WW
6,776 SF
0.156 AC

TRACT GG
1,380,320 SF
31.688 AC

OWNER: ERNEST SCHRANZ QUIT CLAIM DEED REC. NO. 4543774

N00°51'15"E 760.56'
575.36'

33' WIDE GAS LINE EASEMENT REC. NO. 1417892

50' WIDE GAS LINE EASEMENT REC. NO. 1417892

SEE SHEET 4

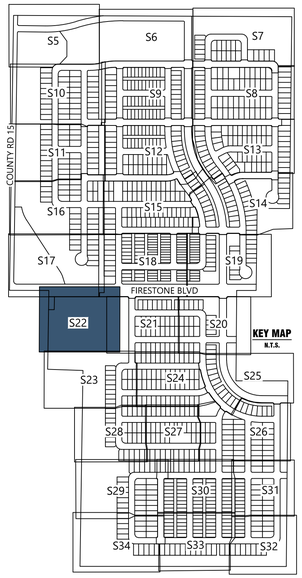
MATCH TO SHEET 21

MATCH TO SHEET 23

NW 1/4, SEC. 8,
T.2N., R.67W., SIXTH P.M.

LEGEND

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED



KEY MAP
N.T.S.

FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 22 OF 34

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VISTOSA FILING NO. 1-FINAL PLAT

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MATCH TO SHEET 22

LEGEND

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STM.E. = STORM EASEMENT HEREBY GRANTED
REC. NO. = RECEPTION NUMBER
⊕ = WELL HEAD PLUGGED & ABANDONED

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C16	91.11'	58.00'	90°00'00"	N45° 00' 55"E	82.02

OWNER: ERNEST SCHRANZ
QUIT CLAIM DEED
REC. NO. 4543774

N00°51'15"E 760.56'
575.36'

N88°07'19"W 339.66'

OWNER: MARY ELEANOR STEEN
BENEFICIARY DEED
REC. NO. 4710430

COUNTY RD 15

S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24 S25 S26 S27 S28 S29 S30 S31 S32 S33 S34

FIRESTONE BLVD

KEY MAP N.T.S.

50' SETBACK P&A WELL

PROMINENCE #4-8
API NO: 05-123-23013
OPERATOR: KERR McGEE
STATUS: PA 1/6/2023
FACILITY ID: 278114

SEE SHEET 4

GREG FARMER
QUIT CLAIM DEED
REC. NO. 2938170

JERRY L TODD
LIVING TRUST
REC. NO. 4591706

N00°51'11"E 1888.02'

TRACT GG
1,380,320 SF
31.688 AC

33' WIDE GAS LINE EASEMENT
REC. NO. 1417892

50' WIDE GAS LINE EASEMENT
REC. NO. 1417892

N00°00'55"E 780.64'
N00°00'55"E 716.00'
N00°00'55"E 646.00'

S89°59'05"E 87.01'
N57°03'57"W 18.41'
L=68.20'
C16
Δ=90°00'00"
R=53.00'
L=98.96'
CH=S45°00'55"W
CHL=89.10'
L=13.60'
L=22.91'

1 4,500 SF 0.103 AC
2 4,500 SF 0.103 AC
3 4,500 SF 0.103 AC
4 4,500 SF 0.103 AC
5 4,500 SF 0.103 AC
6 4,500 SF 0.103 AC
7 4,500 SF 0.103 AC
8 4,500 SF 0.103 AC
9 4,500 SF 0.103 AC

S89°59'05"E 98.00'
45.92'
8' U.E.
10' U.E.

GATEWAY ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

S00°00'55"W 730.00'
S00°00'55"W 176.00'
256.00'
615.00'
30'
60'
58.73'
CH=N45°00'55"E
CHL=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'
CH=S44°59'05"E
CHL=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'
63.73'
686.68'
S89°59'05"E 750.41'

TIMBERLINE AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

S89°59'05"E 715.27'
Δ=90°00'00"
R=33.00'
L=51.84'
22.00'
45.92'
65.00'
1 5,156 SF 0.118 AC
2 4,500 SF 0.103 AC
3 4,500 SF 0.103 AC
N00°00'55"E 98.00'
S89°59'05"E 153.00'
55.00'

GARLAND ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N00°00'55"E 153.00'
193.00'
88.00'
32 5,369 SF 0.123 AC
31 4,500 SF 0.103 AC
30 4,500 SF 0.103 AC
(29)
S89°59'05"E 707.00'
45.00'
CH=S44°59'05"E
CHL=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'
S89°59'05"E 747.00'

TILBURY AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'
S89°59'05"E 707.00'
N00°00'55"E 176.00'
1 5,368 SF 0.123 AC
2 4,500 SF 0.103 AC
3 4,500 SF 0.103 AC
(30)
S00°00'55"W 98.00'

MATCH TO SHEET 24

MATCH TO SHEET 28

FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 23 OF 34

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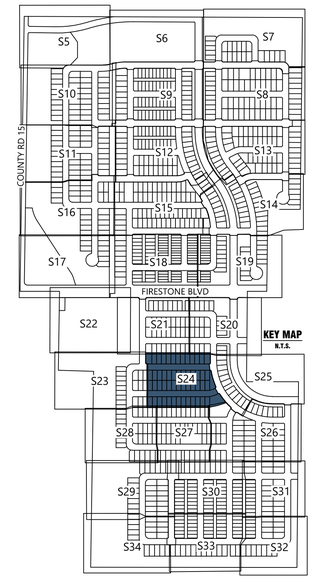
VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024



LEGEND

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- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED



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30 0 15 30
SCALE
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LOT DETAIL - SHEET 24 OF 34

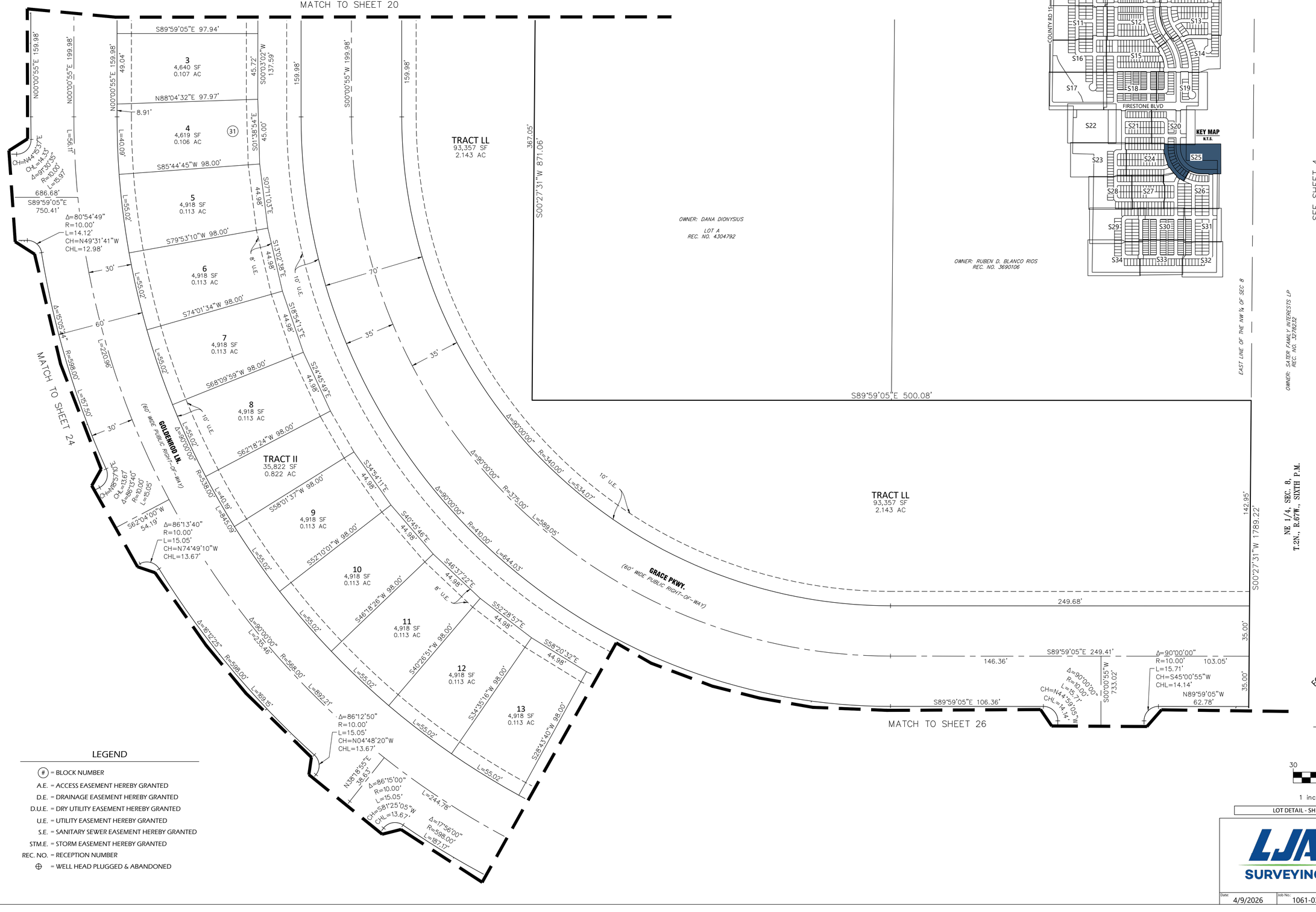
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4/9/2026	1061-03	24 of 34

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LOT DETAIL - SHEET 25 OF 34

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MATCH TO SHEET 24

MATCH TO SHEET 25

MATCH TO SHEET 27

MATCH TO SHEET 30

MATCH TO SHEET 31

SEE SHEET 4

TRACT JJ
35,101 SF
0.806 AC

TRACT YY
7,473 SF
0.172 AC

TRACT ZZ
46,846 SF
1.075 AC

THUNDERHILL AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GOLDENROD LN.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GRACE ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GRAND ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GRANITE ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

THISTLE RIDGE AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

COUNTY RD 15

FIRESTONE BLVD

KEY MAP
N.T.S.

OWNER: SATER FAMILY INTERESTS LP
REC. NO. 3278232

NE 1/4, SEC. 8, T.2N., R.67W., SIXTH P.M.

FOR REVIEW ONLY

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 26 OF 34

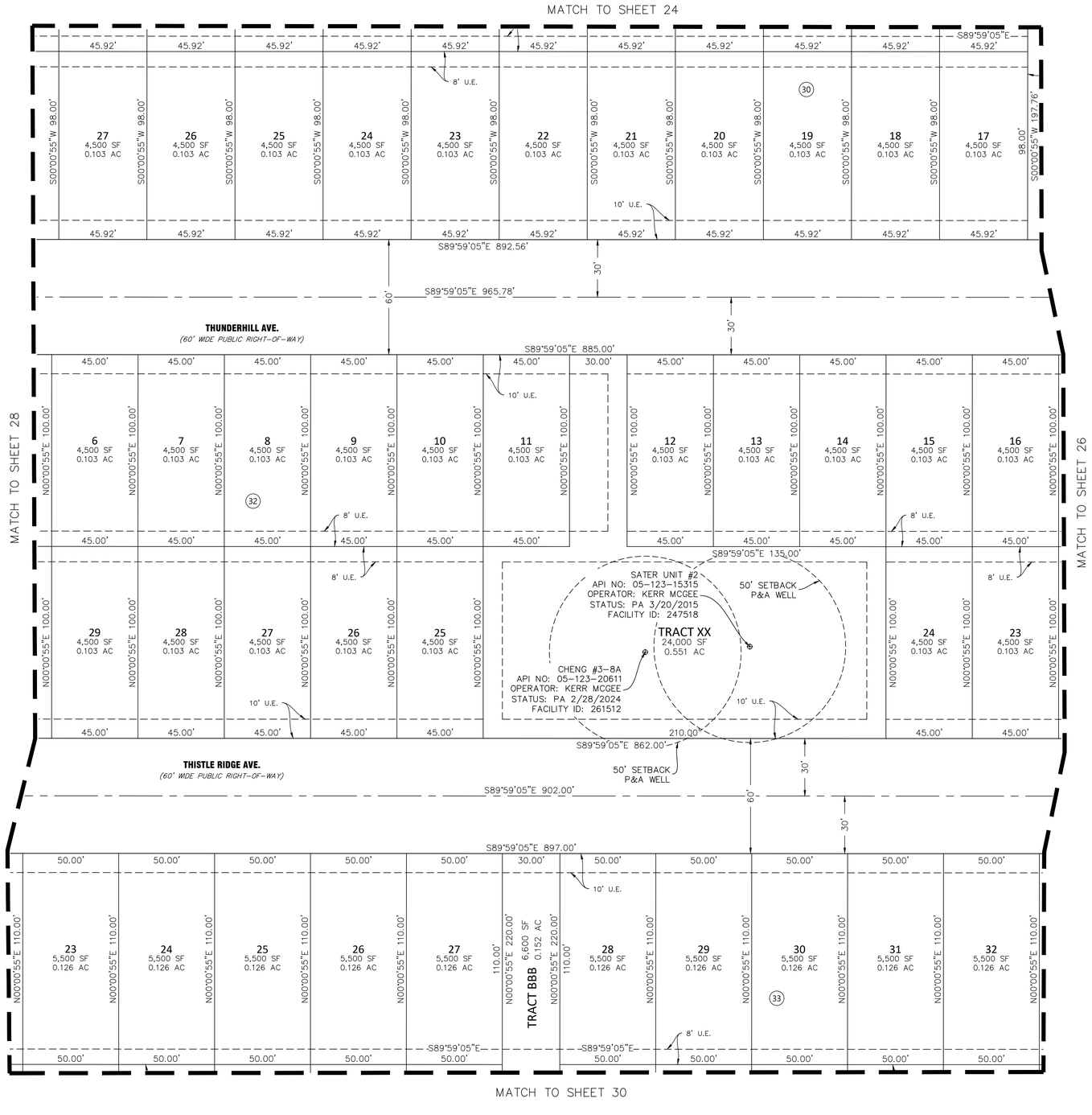
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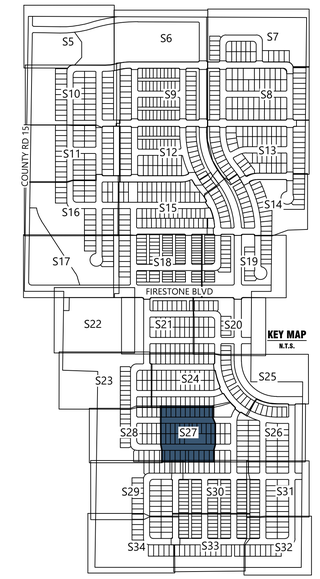
Date: 4/9/2026 | Job No.: 1061-03 | Sheet: 26 of 34

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FOR REVIEW ONLY

30 0 15 30

SCALE
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LOT DETAIL - SHEET 27 OF 34

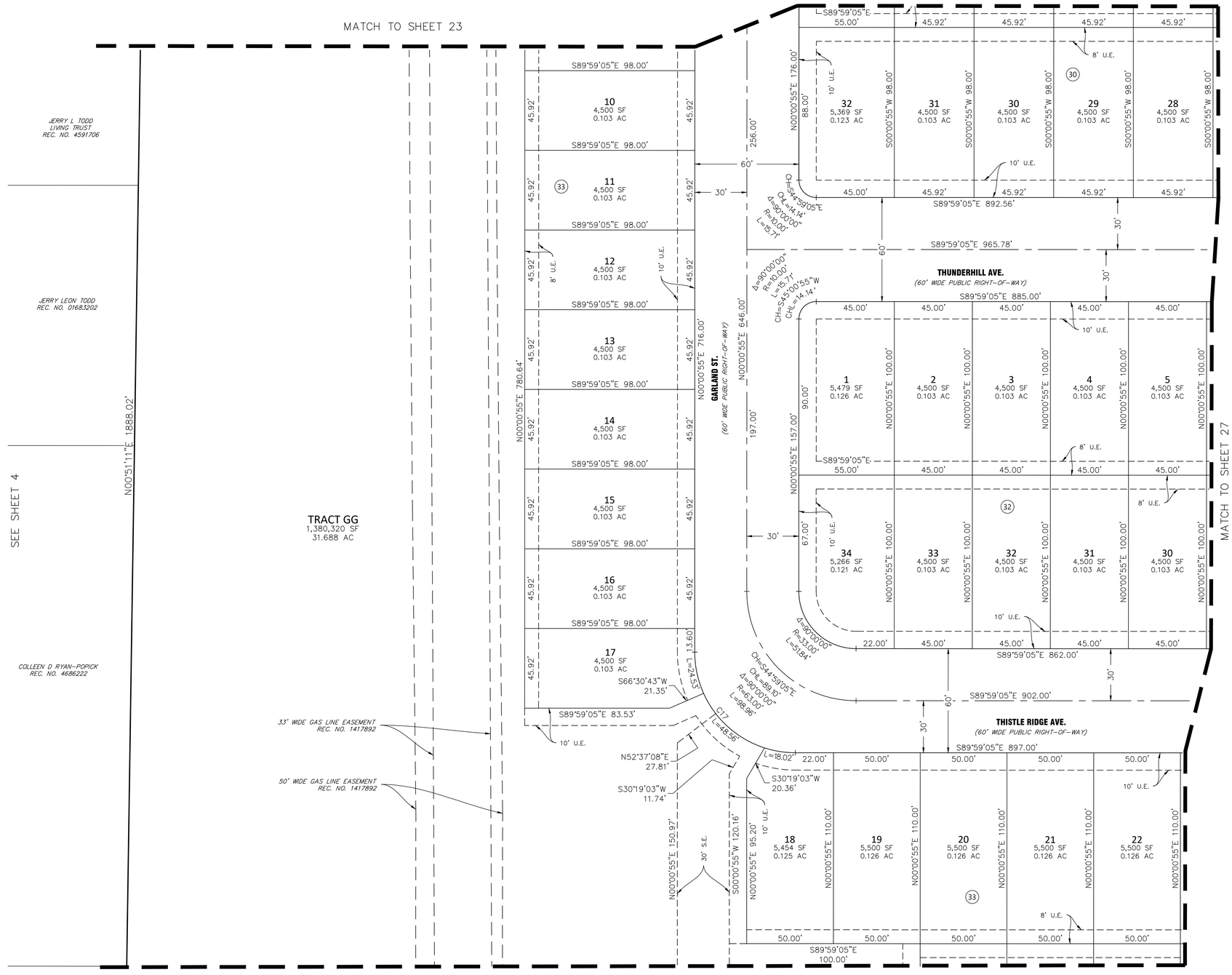
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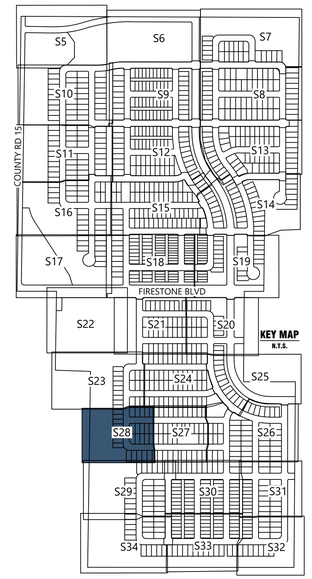
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C17	91.11'	58.00'	90°00'00"	N44° 59' 05"W	82.02

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30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 28 OF 34

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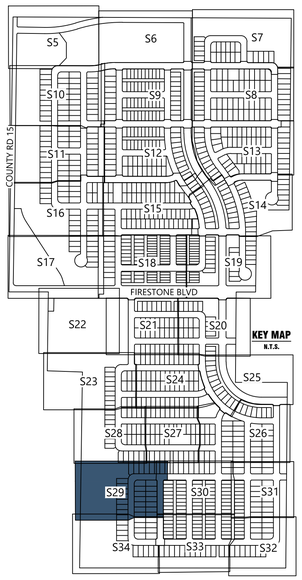
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C18	91.11'	58.00'	90°00'00"	N45° 00' 55"E	82.02

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MATCH TO SHEET 28



SEE SHEET 4

N00°51'11"E 1888.02'

JOE A TRUITT
REC. NO. 4183450

LEONEL MENDEZ CARRILLO
REC. NO. 4565131

33' WIDE GAS LINE EASEMENT
REC. NO. 1417892

50' WIDE GAS LINE EASEMENT
REC. NO. 1417892

VOGL #5-8A
API NO: 05-123-19870
OPERATOR: KERR McGEE
STATUS: PA 6/21/2023
FACILITY ID: 256440

50' SETBACK
P&A WELL

TRACT GG
1,380,320 SF
31.688 AC

N00°00'55"E 150.97'
S00°00'55"W 120.16'
S47°00'53"E 160.78'
30' S.E.
N47°00'53"W 175.58'
10' U.E.
L=34.95'
C18
Δ=90°00'00"
R=58.00'
L=91.11'
CH=S45°00'55"W
CHL=82.02'
N43°38'28"W
20.00'
L=3.00'
L=40.03'
Δ=90°00'00"
R=33.00'
L=51.84'
Δ=90°00'00"
R=10.00'
L=15.71'
CH=N44°59'05"W
CHL=14.14'
Δ=90°00'00"
R=10.00'
L=15.71'
CH=S45°00'55"W
CHL=14.14'

S89°59'05"E 100.00'
S89°59'05"E 772.00'
S89°59'05"E 777.00'
S89°59'05"E 177.00'
S89°59'05"E 111.48'
S89°59'05"E 110.00'

8' U.E.
10' U.E.

51	50	49	48	47	46	45	44	1	22	2
5,798 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	6,366 SF	6,579 SF	5,500 SF
0.133 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.146 AC	0.151 AC	0.126 AC

52	53	54	55	56	57	58	59	21	3	20
5,506 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF
0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC

4	19	5	18	6	17	7	16
5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF	5,500 SF
0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC	0.126 AC

N00°00'55"E 574.00'
N00°00'55"E 600.00'
N00°00'55"E 504.00'
N00°00'55"E 550.00'
N00°00'55"E 630.00'

TENDERFOOT AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GATEWAY ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

GLENDALE ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

MATCH TO SHEET 30

MATCH TO SHEET 34

FOR REVIEW ONLY

30 0 15 30
SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 29 OF 34

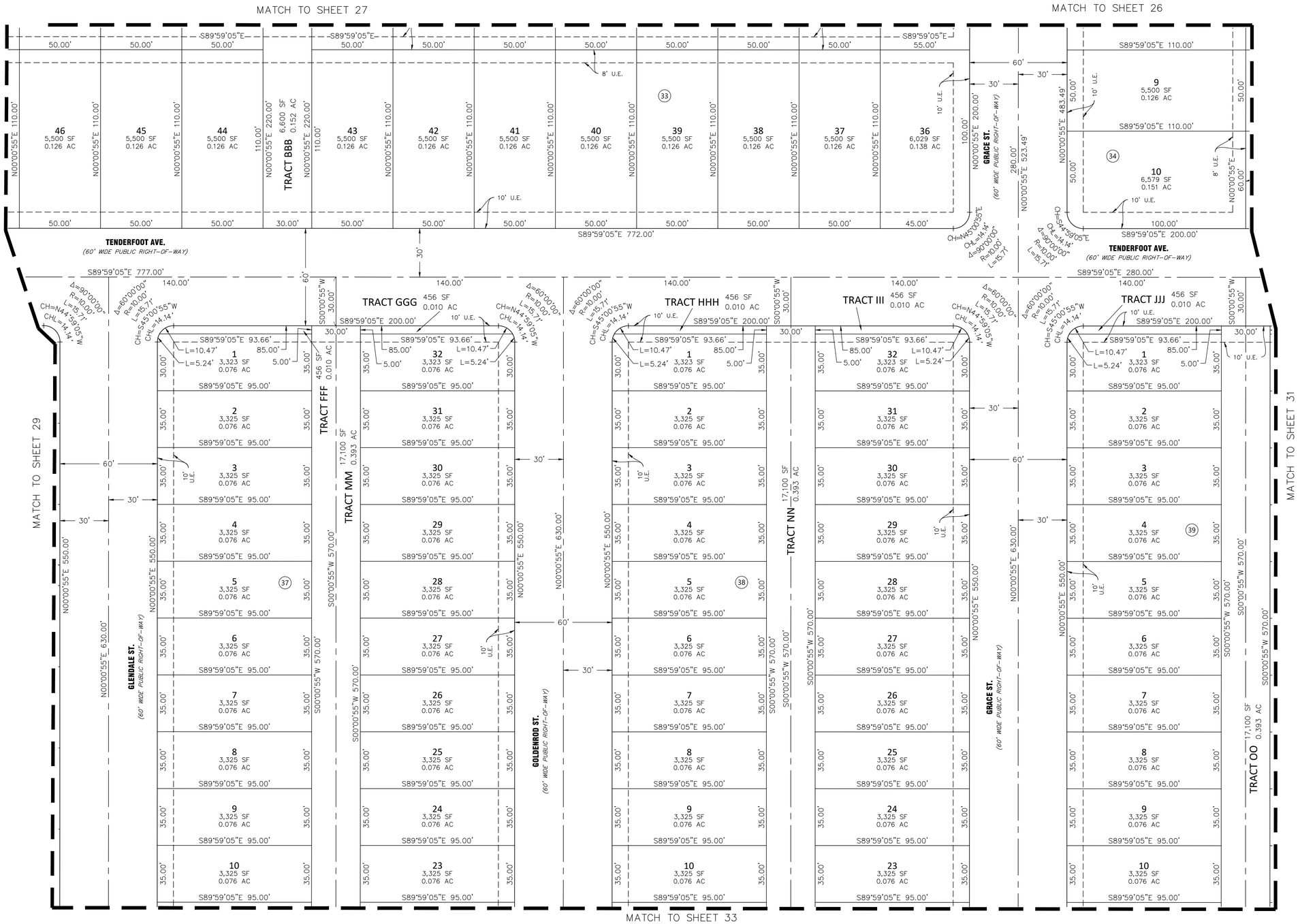
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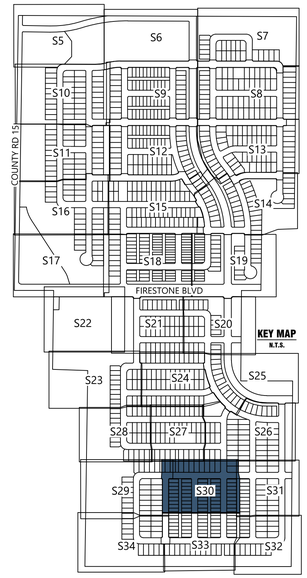
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FOR REVIEW ONLY

SCALE
1 inch = 30 ft.
30 0 15 30

LOT DETAIL - SHEET 30 OF 34

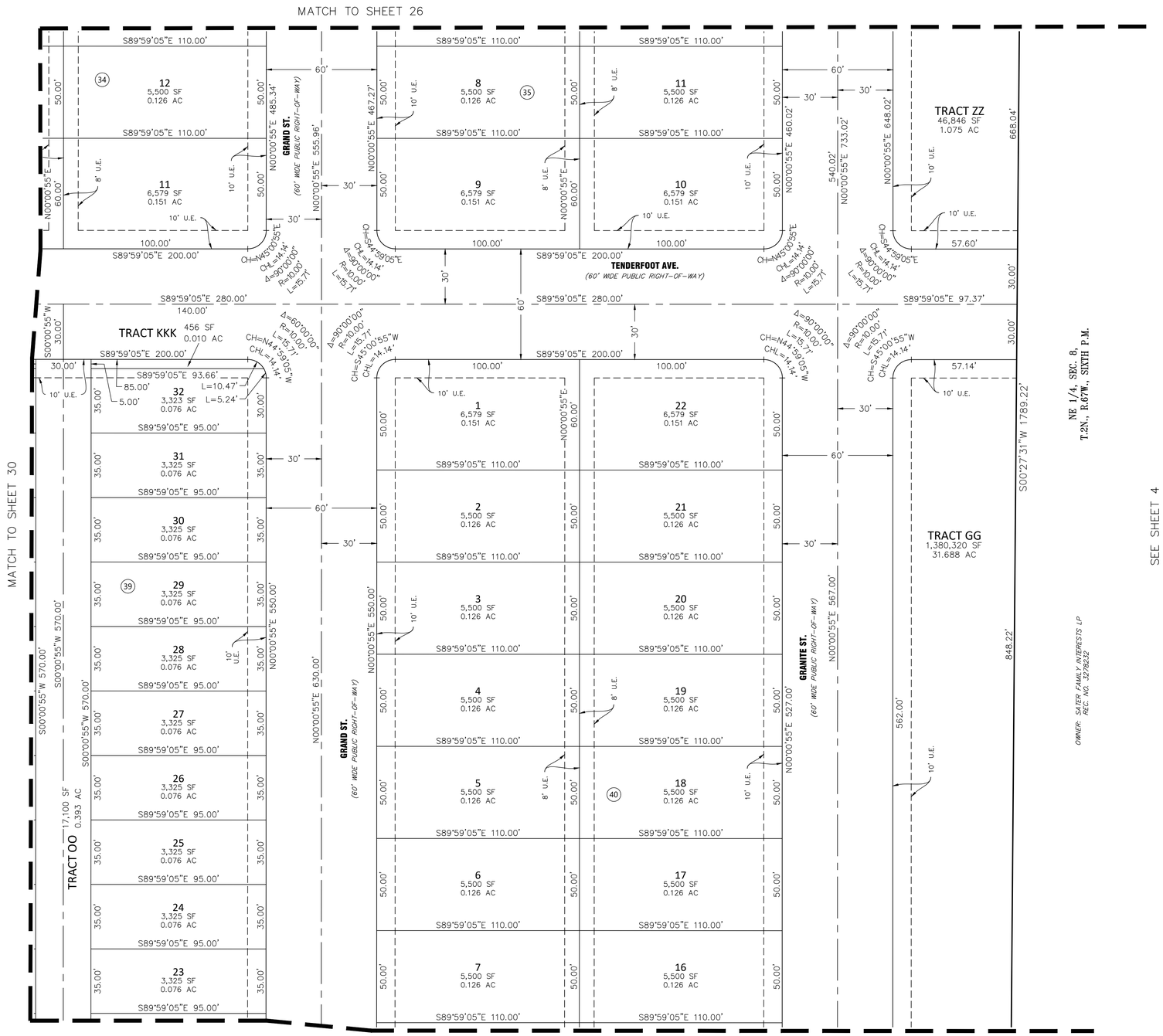
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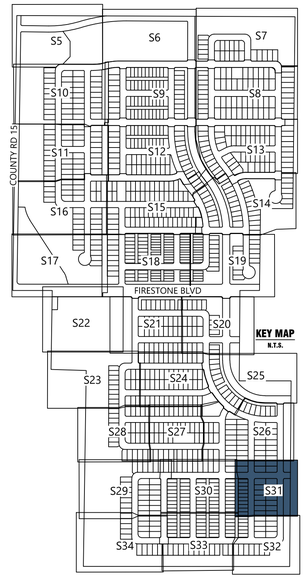
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30 0 15 30

SCALE 1 inch = 30 ft.

LOT DETAIL - SHEET 31 OF 34

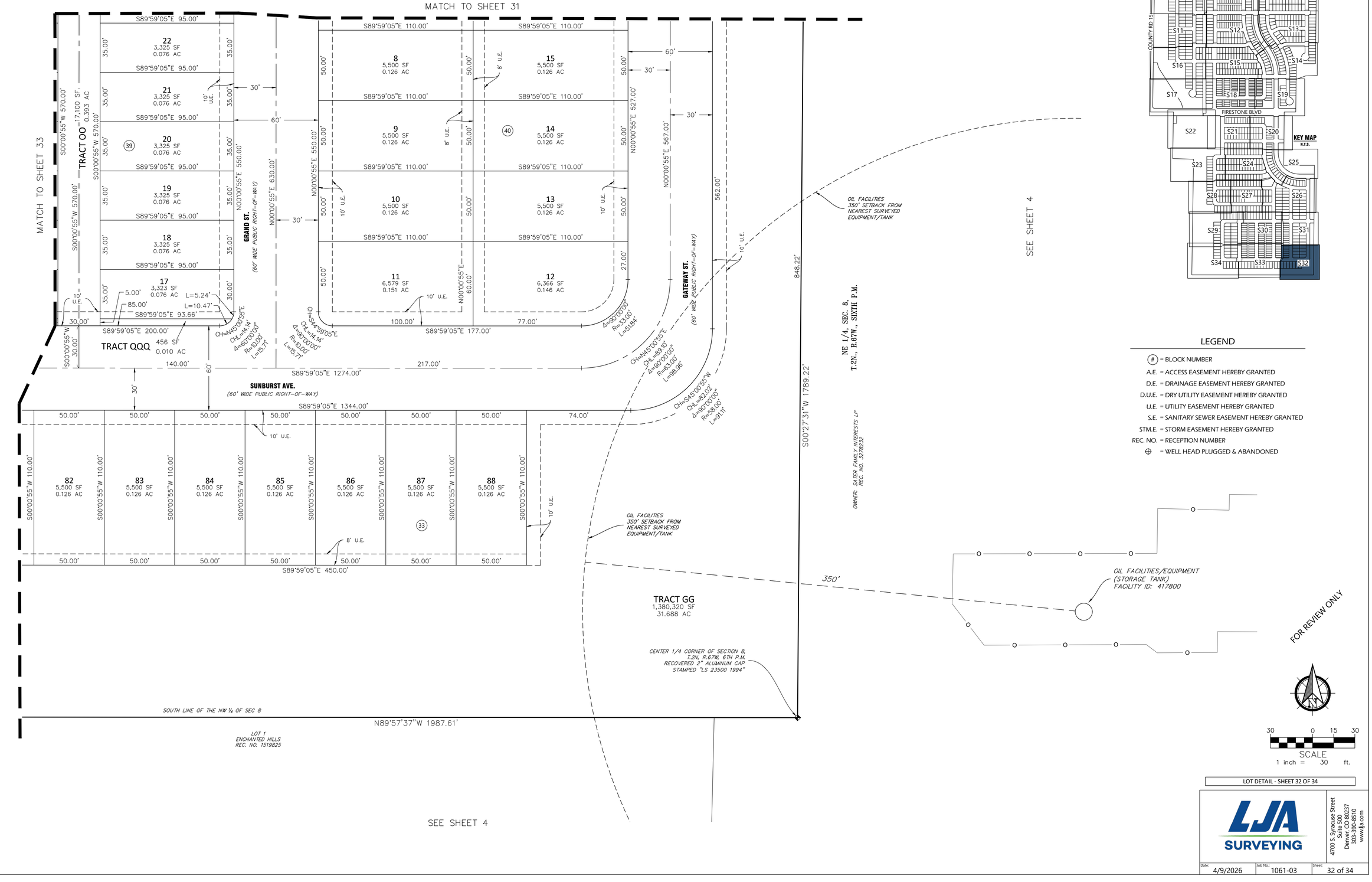
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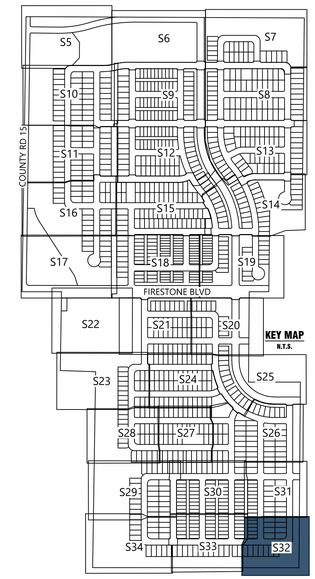
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1 inch = 30 ft.

LOT DETAIL - SHEET 32 OF 34

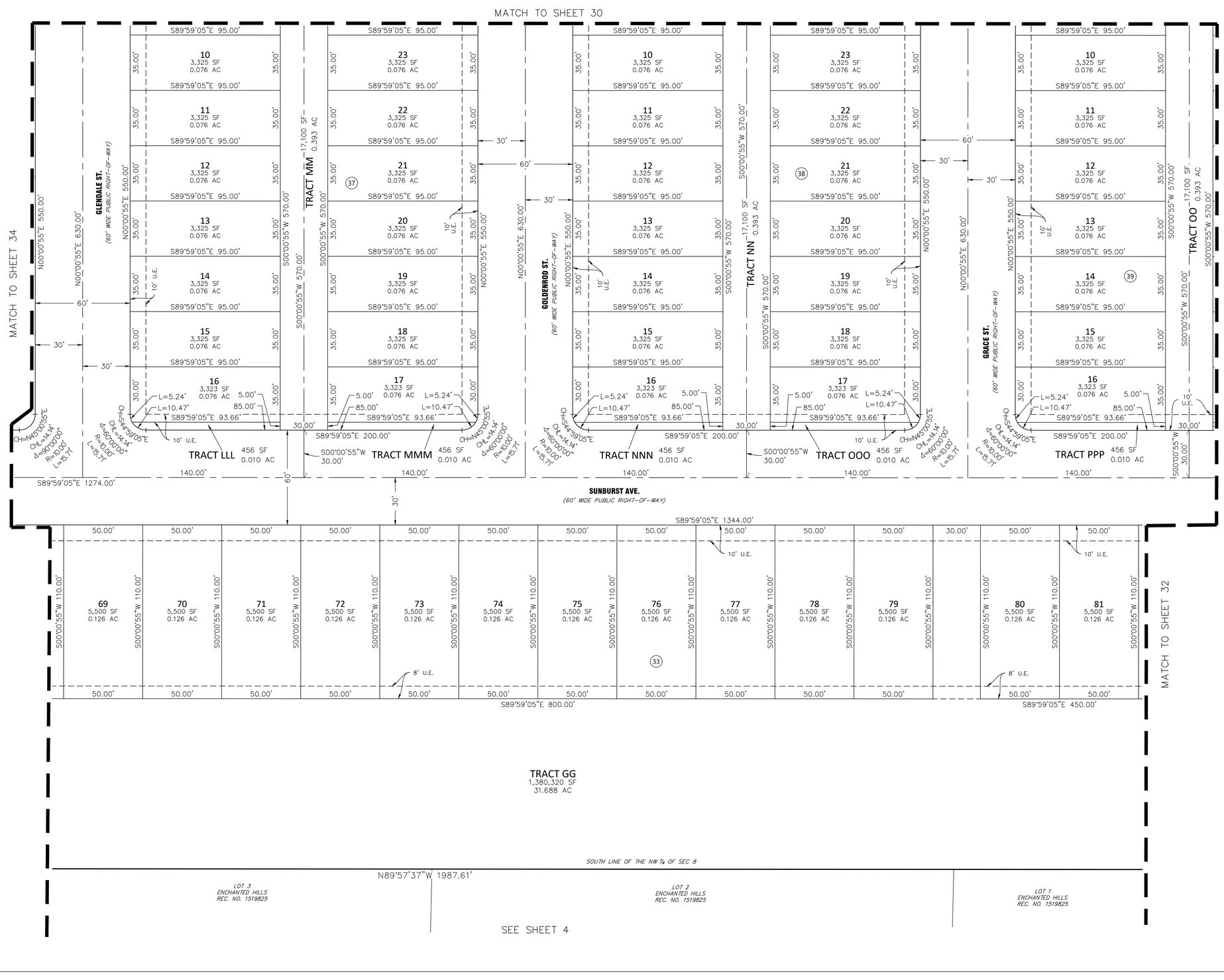
LJA SURVEYING
4700 S. Syracuse Street
Suite 500
Denver, CO 80237
303-390-8510
www.lja.com

Date:	Job No:	Sheet:
4/9/2026	1061-03	32 of 34

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VISTOSA FILING NO. 1-FINAL PLAT

LOCATED IN THE SW 1/4 OF SECTION 5 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO. 274.091 ACRES-1,041 LOTS/69 TRACTS-CASE NO. FP-25-024



LEGEND

- (#) = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED
- S.E. = SANITARY SEWER EASEMENT HEREBY GRANTED
- STM.E. = STORM EASEMENT HEREBY GRANTED
- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

FOR REVIEW ONLY

SCALE
1 inch = 30 ft.

LOT DETAIL - SHEET 33 OF 34

LJA SURVEYING
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Denver, CO 80237
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Date:	Job No:	Sheet:
4/9/2026	1061-03	33 of 34

I:\JOB FOLDERS\1061\1061-03\SURVEY\06 CAD\PRODUCTION FILES\1061-03_VISTOSA - DETAILS PRINTED ON: 4/9/2026 3:17 PM

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- REC. NO. = RECEPTION NUMBER
- ⊕ = WELL HEAD PLUGGED & ABANDONED

MATCH TO SHEET 29

VOGL #5-8A
API NO: 05-123-19870
OPERATOR: KERR McGEE
STATUS: PA 6/21/2023
FACILITY ID: 256440

50' SETBACK P&A WELL

LEONEL MENDEZ CARRILLO REC. NO. 4565131

50' WIDE GAS LINE EASEMENT REC. NO. 1417892

33' WIDE GAS LINE EASEMENT REC. NO. 1417892

VIRGINIA L GURNSEY REC. NO. 1707027

SEE SHEET 4

N00°51'11"E 1888.02'

COUNTY RD 15

FIRESTONE BLVD

KEY MAP N.T.S.

S5 S6 S7 S8 S9 S10 S11 S12 S13 S14 S15 S16 S17 S18 S19 S20 S21 S22 S23 S24 S25 S26 S27 S28 S29 S30 S31 S32 S33 S34

S89°59'05"E 110.00'

59 5,500 SF 0.126 AC
60 5,500 SF 0.126 AC
61 5,500 SF 0.126 AC
62 5,500 SF 0.126 AC
63 5,506 SF 0.126 AC

S89°59'05"E 111.47'

10' U.E.

8' U.E.

N00°00'55"E 600.00'

N00°00'55"E 574.00'

30'

60'

GATEWAY ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N00°00'55"E 504.00'

8 5,500 SF 0.126 AC
9 5,500 SF 0.126 AC
10 5,500 SF 0.126 AC
11 6,366 SF 0.146 AC
12 6,579 SF 0.151 AC
13 5,500 SF 0.126 AC
14 5,500 SF 0.126 AC
15 5,500 SF 0.126 AC

S89°59'05"E 177.00'

77.00'

100.00'

S00°00'55"W 60.00'

Δ=90°00'00" R=53.00' L=51.84'

Ch=S44°59'05"E Ch=N45°00'55"E Ch=S44°59'05"E

Δ=90°00'00" R=63.00' L=98.96'

Δ=90°00'00" R=10.00' L=15.71'

Δ=90°00'00" R=10.00' L=15.71'

Ch=144.14' Ch=144.14'

C19 L=97.96'

N00°00'55"E 550.00'

N00°00'55"E 630.00'

GLENDALE ST.
(60' WIDE PUBLIC RIGHT-OF-WAY)

N00°00'55"E 550.00'

27.00'

30'

60'

217.00'

S89°59'05"E 1274.00'

SUNBURST AVE.
(60' WIDE PUBLIC RIGHT-OF-WAY)

S89°59'05"E 1344.00'

40.00' 50.00' 50.00' 50.00' 50.00'

L=10.05'

64 5,503 SF 0.126 AC
65 5,500 SF 0.126 AC
66 5,500 SF 0.126 AC
67 5,500 SF 0.126 AC
68 5,500 SF 0.126 AC

S00°00'55"W 110.87'

S00°00'55"W 110.00'

S89°59'05"E 800.00'

MATCH TO SHEET 33

FOR REVIEW ONLY

TRACT GG
1,380,320 SF
31.688 AC

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	91.11'	58.00'	90°00'00"	S44° 59' 05"E	82.02

SCALE
1 inch = 30 ft.
30 0 15 30

SOUTH LINE OF THE NW ¼ OF SEC 8

N89°57'37"W 1987.61'

LOT 6 ENCHANTED HILLS REC. NO. 4134150

LOT 5 ENCHANTED HILLS REC. NO. 1519825

LOT 4 ENCHANTED HILLS REC. NO. 1519825

LOT 3 ENCHANTED HILLS REC. NO. 1519825

SEE SHEET 4

LOT DETAIL - SHEET 34 OF 34

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Date: 4/9/2026 | Job No: 1061-03 | Sheet: 34 of 34

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{FINAL PLAT NAME}
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20___, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, 9950 Park Avenue, Firestone, Colorado, 80504, hereinafter referred to as "Firestone" or "Town," and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat

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dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to

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construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone's current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone's current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone's current Standards and Specifications or Development Code.

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G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

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United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Firestone.

4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

6. All drainage improvements not located on Town owned property shall be

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maintained by the Owner, {HOA Name} ("HOA"), {Metro District Name}, maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code ("Code") prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

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R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Initial Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required

within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. **Warranty**

   Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. **Maintenance of Improvements**

   For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after

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receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

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a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."

b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."

c) Upon Initial Acceptance of Common Facilities: 0%.

d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."

3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

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Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**
Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

i. The Owner has not transferred title to any portion of the

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Development.

ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.

iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.

iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.

c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so

long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in "Exhibit D". All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in "Exhibit C."

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts {_} as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts {_}.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts {_} shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit F") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.

2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

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documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

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action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Onwer's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Onwer's Attorney's Firm}
1650 38th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{Firm's City, State Zip Code}

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

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M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability

If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue

In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: _____
, Mayor

ATTEST:

_____
, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

DRAFT

OWNER:
{Owner Name}

By:_____
{Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL) _____
Notary Public

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EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

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EXHIBIT A

{Final Plat Name} Final Plat

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EXHIBIT B

Public Improvement Schedule

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EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

1.

Reimbursements due Firestone:

1.

Reimbursements due Others:

1.

Fee In Lieu due Firestone:

1.

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EXHIBIT D

Phasing Plan

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EXHIBIT E

Landscape Maintenance Map

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EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ _____ ("Purchase Contract") dated _____, 20___, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, _____(name of subdivision)_____, Town of Firestone, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the "District"). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of $500,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

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PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20___.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

DRAFT

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ ("Purchase Contract") dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) ("Plat"). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name}Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name}and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name}will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____day of _____, 20____.

_____
Purchaser

_____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My Commission expires _____.

_____
Notary Public

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EXHIBIT ”A”

30’ UTILITY AND TRANSPORTATION EASEMENT

EASEMENT DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 AS BEARING SOUTH 89º44’52” EAST, BEING MONUMENTED ON THE WEST (BEING THE WEST 1/4 CORNER OF SAID SECTION 5) BY A 2.5” ALUMINUM CAP, STAMPING ILLEGIBLE, STEM UNVERIFIED, 0.7’± BELOW EXISTING GROUND, AND ON THE EAST (BEING THE CENTER 1/4 CORNER OF SAID SECTION 5) BY A 3.25” ALUMINUM CAP, STAMPED “A.M. HASCALL, PLS 23500, 1996”, 0.1’± BELOW EXISTING GROUND, AND WITH ALL BEARINGS CONTAINED HEREIN LYING RELATIVE THERETO;

COMMENCING FROM THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89º44’52” EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 809.14 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, A DISTANCE OF 303.48 FEET, SAID CURVE HAVING A RADIUS OF 1530.00 FEET, A CENTRAL ANGLE OF 11º21’54”, THE LONG CHORD OF WHICH BEARS NORTH 84º34’11” EAST, A DISTANCE OF 302.99 FEET, TO THE TERMINUS OF SAID CURVE;

THENCE SOUTH 89º44’52” EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 605.14 FEET;

THENCE SOUTH 00º00’55” WEST, A DISTANCE OF 30.00 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

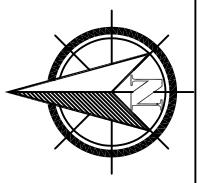
THENCE NORTH 89º44’52” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 906.76 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 24,198 SQUARE FEET (0.556 ACRES), MORE OR LESS, AND BEING SUBJECT TO ALL EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD AS OF THE DATE OF CERTIFICATION BELOW.

MARK A. HALL
COLORADO PLS 36073
FOR AND ON BEHALF OF:
LJA SURVEYING, INC.
4700 S. SYRACUSE STREET, SUITE 500,
DENVER, CO 80237



"EXHIBIT "A"



S00°00'55"W
30.00'

CENTER 1/4 CORNER OF SECTION 5,
T.2N, R.67W, 6TH P.M.
RECOVERED 3.25" ALUMINUM CAP
STAMPED "A.M. HASCALL PLS 23500 1996"
0.1' BELOW GRADE

NW 1/4, SEC. 5,
T.2N., R.67W., SIXTH P.M.

OWNER: RICHARD & JOHNNY VOGL

BARGAIN & SALE DEED
REC. NO. 4343796

S89°44'52"E 605.14'

N89°44'52"W 906.76'

PARCEL CONTAINS
24,198 (SQ.FT.)
0.556 ACRES
MORE OR LESS

SW 1/4, SEC. 5,
T.2N., R.67W., SIXTH P.M.

Δ=11°21'54"
R=1530.00'
L=303.48'
CH=N84°34'11"E
CHL=302.99'

50' WIDE GAS LINE EASEMENT
BOOK 1649 PAGE 86
REC. NO. 3453698

POINT OF
BEGINNING

BASIS OF BEARINGS
SOUTH LINE OF THE
NW 1/4 OF SEC 5
S89°44'52"E 2680.36
809.14'(TIE)

POINT OF COMMENCEMENT
WEST 1/4 CORNER OF SECTION 5,
T.2N, R.67W, 6TH P.M.
RECOVERED 2.5" ALUMINUM CAP
STAMPING ILLEGIBLE
0.7' BELOW GRADE

200 0 100 200
SCALE
1 inch = 200 ft.



FOR AND ON BEHALF OF
LJA SURVEYING, INC.

LJA SURVEYING

4700 S. Syracuse Street
Suite 500
Denver, CO 80237
303-390-8510
www.lja.com

30' UTILITY AND TRANSPORTATION EASEMENT

Located in NW 1/4 Sec. 8, T2N, R67W of the 6th P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

Prepared: CJC Approved: CJC	Horiz. Scale: 1"=150' Vert. Scale: n/a	Job No.: 1061-03 Date: 4/10/2026	Sheet: 2 of 2

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GIFT AGREEMENT

THIS AGREEMENT is made on the date set forth preceding the signatures below by and between the undersigned donor, **{DONOR NAME}** (the "*Donor*") and the Town of Firestone, Colorado (the "*Town*"). The Donor and the Town are the "*Parties*" to this Agreement.

Background

The Donor holds fee title to approximately **{__}** acres of certain real property located in Firestone, Colorado, more particularly described on **Exhibit A** attached hereto ("*Property*").

Donor intends to develop the Property for {residential/commercial} purposes in one or more phases, comprising a total of **{PROJECT DESCRIPTION}** (the "*Development*") **[*EDITOR'S NOTE:* *here, you can specify the details of each phase, if you want. E.g., with one phase consisting of 128 units on the southern part of the Property ("Phase I"), and so on and so forth for all applicable phases*].

Donor intends, through a subdivision, to replat the Property known as **{FINAL PLAT NAME}** ("*Final Plat"*) into **{__}** lots upon which the Development will be developed and to create approximately **{__}** acres, more or less, of separate tracts, to be used for various purposes as identified and described on the Final Plat.

It is the Donor's intention to gift one of those tracts of land, legally described as Tract UU on the Final Plat ("*Land*"), to the Town for the use of the public.

The Town is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

The Parties desire to enter into an agreement establishing certain responsibilities and rights of each with respect to the Land. Accordingly, in consideration of these mutual promises, it is hereby agreed by and between the Parties as follows:

A. Donation.

1. **Rights to be donated**. The Donor shall donate to the Town good, marketable, fee title, which has infinite duration, is indefeasible, and is freely descendible, alienable and devisable (the "Interest"), in and to the Land ("Land Donation"), subject to this Agreement.

2. **The Interest**. The Interest includes all of Donor's right, title, and interest in the Land and all appurtenances, including improvements, fixtures, subsurface pore space, strips and gores, and all water and water rights associated with or used in connection with the Land.

3. **Title Commitment**. Donor shall provide, at its own expense and cost, to the Town a Title Insurance Commitment (the "*Title Commitment*") from a title insurance company of the Donor's choosing (the "*Title Company*"). The Title Commitment will show title to the Land, subject only to those Exceptions set forth on Schedule

B, Part II to the Title Commitment. (the "*Exceptions*"). Any easements, liens, and other title matters not shown by the public records of which Donor has no knowledge may be addressed to the satisfaction of the Town, as directed by the Title Company, or at the election of the Town, by affidavit, representations and/or warranties form Donor, as provided for herein. The Town may request that Donor update the Title Commitment up to and including the date of Closing. Donor is responsible for the cost of the Title Commitment, any updates thereto, and for the premiums for any Title Insurance policy purchased at Closing.

4. **Conditions Precedent to Town Acceptance**. The Town's obligation to accept the Land Donation is contingent upon the Donor satisfying the following conditions no later than thirty (30) days prior to Closing. Any one or more of these conditions may be waived by the Town, but only through a written waiver:

   a. **Title**. Title must be acceptable to the Town in its sole discretion. At Closing, Donor shall convey title free and clear of liens and encumbrances, except permitted exceptions and prorated taxes.

5. **Condition of Title at Closing**. From the Effective Date until Closing, neither party shall take any action that would encumber title. Donor shall not sell, transfer, or otherwise encumber the Land. If any title issue arises that adversely affects marketability, the Town may terminate this Agreement.

6. **Method of Acceptance; Closing**. The Town will accept the Land through dedication on the Final Plat. Closing occurs upon approval of the Final Plat by the Town Board and certification by the Mayor. At Closing:

   a. **Title Commitment Requirements**. Donor shall comply with all Requirements contained in Schedule B, Part I of the Title Commitment and to enable the Town, at its election, to obtain title insurance to the Land from the Title Company.

   b. **Taxes**. Taxes shall be prorated as of Closing.

   c. **Possession**. Possession shall be delivered to the Town free of leases, which Donor shall terminate prior to Closing.

7. After Closing, the Town is solely responsible for the Land, including improvements, taxes, and any further work.

8. **Donor Indemnification**. Donor shall indemnify, defend, and hold harmless the Town and its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Donor's breach of this Agreement; (ii) any pre-Closing lease, tenancy, or occupancy of the Land of which Donor has actual knowledge and that arose or existed during Donor's period of ownership of the Land; and (iii) any lien, encumbrance, or other matter affecting title to the Land that arises by, through, or

under Donor and is not disclosed in the Title Commitment or otherwise approved in writing by the Town. This obligation survives Closing and shall not be merged into or extinguished by the conveyance of the Land.

B. Amendment, Binding, Attorneys' Fees.

1. This Agreement may only be amended by an instrument in writing executed by the Parties.

2. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, distributees, heirs, legal representatives and assigns.

C. Appraisal and IRS Requirements.

It is the Donor's responsibility to take the necessary action to qualify gifts to the Town for a charitable deduction. For all real estate gifts for which a deduction of $5,000 or more is claimed, the Town understands that the current Internal Revenue Service regulations require the Donor to file an IRS Form 8283, which must be submitted to the Town for its signature prior to filing. It further understands that completion of Form 8283 requires an appraisal dated no earlier than 60 days prior to the gift, nor later than the due date, with extensions, of the federal income tax return that reports this gift. The Donor acknowledges that this tax information is provided for informational purposes only, and that the Donor must obtain advice for her tax returns from a personal tax adviser. Because the appraisal is required for the Donor's tax return, the Donor acknowledges that the appraisal will be done at the Donor's expense by a qualified appraiser of the Donor's choosing.

D. Miscellaneous.

1. Nothing herein shall constitute a multiple year fiscal obligation pursuant to Colorado Constitution Article X, Section 20, and the Town's obligations pursuant to this Agreement are subject to the annual appropriation of funds by its governing body.

2. This Agreement is governed by the laws of the State of Colorado.

3. If any provision, term or condition of this Agreement shall be judicially determined to be invalid, unenforceable, or illegal for any reason, including waiver of any particular right, the other portions of this Agreement shall nevertheless continue in full force and effect, including waiver of other rights, even though such waiver may be contained in the same sentence. If such provision is declared invalid or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

4. This Agreement contains the entire understanding between the parties pertaining to the subject matter hereof. No representations, promises, warranties or covenants

of any kind, whether oral or otherwise, have been made by the parties except those contained herein.

5. This Agreement, each of its provisions and all representations warranties covenants and agreements in this Agreement will survive the transfer of title to the Premises to the Town.

The following page contains date and signatures only.

Effective: _____, 2026.

DONOR: {DONOR NAME}

_____
By:

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of **{DONOR NAME},** as Donor.

Witness my hand and official seal.

My commission expires _____.

(SEAL) _____
Notary Public

TOWN OF FIRESTONE:

_____
By:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____.

Witness my hand and official seal.

My commission expires _____.

(SEAL)

_____

Notary Public

EXHIBIT A

Legal Description of the Premises

RESOLUTION NO. 26-30

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR VISTOSA FILING NO. 1; ACCEPTING A PERMANENT EASEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT AND DONOR AGREEMENT PERTAINING TO THE VISTOSA FILING NO. 1 SUBDIVISION

WHEREAS, Carlson Land Development ("Applicant"), on behalf of Frontier Ventures, LLC and Millrace Resources, LLC, who are the current owners of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted a proposed final plat for the Property, entitled "Vistosa Filing No. 1" (the "Final Plat"), attached hereto as **Exhibit A**, to develop approximately 56 alley-loaded single family attached units, 40 front-loaded single family attached units, 184 alley-loaded single family detached units, and 761 front-loaded single family detached units for a total of 1,041 units for a calculated density of 3.80 DU/AC on the Property ("Project"); and

WHEREAS, Section 13.08.010 of the Firestone Municipal Code ("Code) requires a land developer as a condition precedent to the approval of the subdivision, annexation, re-platting, or the furnishing of water services by the Town to land, to dedicate a certain amount of "water rights" and/or "shares" to the Town sufficient to meet the water demands generated by all of the proposed uses associated with the developer's proposed development; and

WHEREAS, Applicant has submitted, in connection with its Final Plat application, a preliminary determination of the domestic potable water demands for all residential units and buildings to be developed within the Final Plat, together with the irrigation demands for all outdoor irrigation areas on all lots within the Final Plat and all other demands imposed on the Firestone water utility system generated by the proposed Project pursuant to the Code ("Water Projection"); and

WHEREAS, Staff and Applicant have determined the Water Projection for the Final Plat to be approximately 450 acre-feet of water; and

WHEREAS, accordingly, Applicant must dedicate, convey and deliver to the Town title, free of liens and encumbrances, water rights (which can be in the form of Colorado-Big Thompson ("C-BT") units, direct flow or storage water rights) in the amount of approximately 450 acre-feet of raw water for development of the Final Plat, to comply with the water dedication requirements of the Code ("Water Dedication Requirement"), which is based on the Water Projection; and

WHEREAS, Firestone and Applicant entered into that certain Native Water Dedication Agreement dated March 30, 2022, as amended (the "NWDA"), pursuant to which native water in the form of shares in the New Coal Ridge Ditch Company (the "Native Water") could be dedicated to Firestone in satisfaction of the Water Dedication Requirement; and

WHEREAS, the NWDA was assigned by Applicant to Vidler Water Company, Inc.

("Vidler") pursuant to that certain Second Amendment to Native Water Dedication Agreement dated December 14, 2022, and Vidler subsequently conveyed the Native Water to the Town by Special Warranty Deed dated January 17, 2023, recorded at Reception No. 4882673; and

WHEREAS, by satisfying its obligations under the NWDA, as amended, Vidler became entitled to the Native Credit applicable to the Property and Project pursuant to Section 7 of the Second Amendment for which Applicant presently has an option to purchase from Vidler; and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, approved by the Board of Trustees through Resolution No. 22-88 duly-adopted following a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code; and.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Vistosa Filing No. 1 Subdivision Development Agreement, attached hereto as **Exhibit B**, and to accept financial guarantees for improvements to be constructed by the Applicant; and

WHEREAS, to accommodate traffic flows and safely convey flows generated from the Project as well as stormwater runoff from areas adjacent to and upstream from the Property, itself, without causing damage to downstream property or altering historic drainage paths within the existing drainage basin, the Project's transportation network and stormwater drainage facility system design will require the construction of Vinca Avenue and certain stormwater drainage and grading improvements off-site of the Property ("Improvements"), and more specifically on approximately 0.556 acres of real property located immediately to the north of the Property, which Applicant has under binding contract; and

WHEREAS, to construct and maintain the Improvements as well as other utility improvements, such as water and sewer lines and related appurtenances, until construction acceptance, and for the continued ownership, operation, and maintenance of the Improvements by the Town after construction acceptance, the Town will require and Applicant will cause to be granted and conveyed a permanent easement over a portion of its property, pursuant to the terms and conditions of a Utility and Transportation Easement and Agreement, attached as **Exhibit C**, to be located on, over, under, and across the lands more particularly described and depicted in the attachment to **Exhibit C**, which will correspond with the location of the Improvements as shown in the Final Construction Documents for the Final Plat; and

WHEREAS, the Board of Trustees desires to accept the Utility and Transportation Easement grant from Applicant in accordance with the terms and conditions set forth in the Utility and Transportation Easement and Agreement attached hereto as **Exhibit C**; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Vistosa Filing No. 1 Donor Development

Agreement, attached hereto as **Exhibit D**.

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

Section 1. The above Recitals and Findings of the Board of Trustees are hereby adopted as findings of the Board and incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Vistosa Filing No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with all the following conditions:

(a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction prior to recordation.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities and shall be in accordance with the Town's Standards and Specifications.

(c) Prior to Final Construction Document approval:

(i) a Phase III Drainage Report shall be approved by the Town Engineer.

(ii) a Final Traffic Impact Analysis shall be approved by the Town Engineer.

(iii) a Final Utility Study shall be approved by the Town Engineer.

(iv) a written instrument duly executed by Sinclair Transportation Company or then-current easement-holder of record for that certain right-of-way recorded at Reception No. 1410094, as amended on January 29, 2007, recorded at Reception No. 3453698, in a form approved by the Town Attorney, permitting the Town to fully use and enjoy the proposed permanent easement area for its intended purposes as specified in this Resolution, without being subject to any restrictions or limitations arising from such entity's existing recorded easement interests, including without limitation , the right to cross, construct, install, operate, own, and maintain within the easement area any streets, public rights-of-way, and/or public improvements as shown on the Final CD's. and which adequately addresses potential impacts, damages or other disturbances to future Town-owned improvements that may be caused by the easement holder's future activities within the easement or in relation to its facilities within such easement.

(d) Applicant must satisfy the Water Dedication Requirement by any one of the following means:

(i) providing the Town with proof of a written cancellation of the assignment of the NWDA, duly executed by Vidler and Applicant; or

(ii) furnishing a Native Credit Transfer Form executed by Vidler and Applicant and approved by the Town pursuant to Section 7 of the Second Amendment to the NWDA; or

(iii) complying with the Code.

(e) Prior to the recordation of the Final Plat, Applicant shall provide to the Town:

(i) a written instrument indicating relinquishment of the proposed platted area from the existing surface use agreement between Crestone and Prominent Partners I, LLC as well as the surface use agreement between Prominent Partners I, LLC and Encana O&G Inc., at Reception No. 3189908;

(ii) sufficient proof of approval and acceptance by the Colorado Energy and Carbon Management Commission, or other documentation acceptable to the Town, indicating that all oil and gas pipelines or flow lines associated with the plugged and abandoned wells (McCoy 1, McCoy 2-4-5, McCoy 14-5, and McCoy 24-5) have been removed and capped in accordance with ECMC standards and rules; and

(f) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Vistosa Filing No. 1 Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, each with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The Vistosa Filing No. 1 Donor Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit D**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Donor Agreement on behalf of the Town

Section 5. The dedication of all easements and all other places designated for public use as shown upon the final plat Vistosa Filing No. 1 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 6. The Planning and Development Director or such person's designee is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 7. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 8. The Board of Trustees of the Town of Firestone hereby accepts the grant of a permanent, non-exclusive easement over and across that certain parcel of property, covering a total of approximately 0.556 acres, as more particularly described and depicted in **Exhibit C**, attached hereto and made a part of this resolution, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town.

Section 9. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Utility and Transportation Easement and Agreement between the Town and Applicant, in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

Section 10. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Vistosa Filing No. 1 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A
Vistosa Filing No. 1
Final Plat

EXHIBIT B
Vistosa Filing No. 1
Subdivision Development Agreement

EXHIBIT C
Vistosa Filing No. 1
Off-Site Utility and Transportation Easement and Agreement

EXHIBIT D
Vistosa Filing No. 1
Donor Agreement

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 6.a **Presentation** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Communications & Marketing

AGENDA ITEM

George E. Heath Community Scholarship Award

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 6.b **Presentation** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Water & Community Resources

AGENDA ITEM

2025 Water and Community Resources Update

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 6.c **Presentation** **Meeting Date:** April 15, 2026 **Initiated By:** Jan Sloat **Department:** Human Resources

AGENDA ITEM
STAR Award Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY
The STAR (Special Thanks and Recognition) Award is an employee recognition program to reward employees for demonstrating exceptional service and exceeding expectations in their work performance.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
In May 2019, the Board approved an employee recognition program to reward Town Staff for demonstrating exceptional service and exceeding expectations in their work performance. Since the program's implementation and with today's recognition, we will have awarded (32) recipients with the STAR Award.

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
1. Special Thanks And Recognition Program

Special Thanks And Recognition - STAR Award

The STAR Award is being created to recognize and express appreciation for services rendered by Town employees who demonstrate exceptional service and/or performance in one or more of the following categories:

- **Customer Service:** Exceeds customer service standards when serving the residents of the Town of Firestone.

- **Safety:** Recognizes employees for providing exceptional care and service while administering first aid and/or support until professional services arrive.

- **Creativity:** One-time innovation or creation that results in time/dollar savings, revenue enhancement, and productivity improvement; and/or ongoing innovative activities that will benefit the Town of Firestone.

- **Teamwork:** Acting as an exceptionally effective and cooperative team member or team leader for a group that has significantly exceeded the goals and objectives of the department or unit.

- **Outstanding Achievement:** Awarded to the team member(s) for exceeding expectations and serving the Town in an exemplary manner.

To nominate an employee for consideration of the STAR Award you must submit your request in writing identifying the circumstance for the recommendation. Recipients of this award should demonstrate exceptional service and/or performance in one of the aforementioned categories.

Selected recipients of this award will be recognized at a regularly scheduled Town Board meeting by the Mayor and Board of Trustees and be presented with the STAR Award and a limited-edition Town-inspired T-shirt. Employees awarded the STAR Award will also have their names added to the STAR Award recipient plaque that will be located in Town Hall.

Recipients will be informed of their selection by means of a congratulatory email and letter inviting them to the next scheduled Board meeting for this honor. We encourage recipients to invite family and friends as we recognize their achievements.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Administration

AGENDA ITEM

Resolution 26-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KRW FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE TOWN MANAGER RECRUITMENT PROJECT

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

At a Special Meeting held on March 25, the Board of Trustees conducted interviews with three recruitment firms to assist with the Town Manager Recruitment process. The firms interviewed included KRW Associates, CPS HR Consulting, and SGR.

Following the interviews, the Board deliberated on each firm’s qualifications, experience, approach, and overall fit with the Town’s needs. Each firm demonstrated strengths. However, the Board identified KRW Associates as the firm best aligned with the Town’s objectives and expectations for this recruitment process.

FINANCIAL CONSIDERATIONS

The agreement is for an amount not to exceed $29,500.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Reso 26-31 Town Manager Recruitment
2. Recruitment Services for Town Manager - Agreement 3-31-26

RESOLUTION 26-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND KRW FOR CERTAIN PROFESSIONAL SERVICES FOR THE TOWN OF FIRESTONE TOWN MANAGER RECRUITMENT PROJECT

WHEREAS, the Town of Firestone is in need of professional services to support the Town of Firestone Town Manager Recruitment Project that will lead to the appointment of a new Town Manager following the resignation of former Town Manager, A.J. Krieger (the "Project"); and

WHEREAS, the Town issued a request for proposals ("RFP") for such services for the Project; and

WHEREAS, Town Board of Trustees evaluated the proposals submitted in response to the RFP against the selection criteria set forth in the RFP, interviewed three (3) finalist firms at a public meeting held on March 25, 2026, and following those interviews at the same meeting determined that KRW Associates, LLC ("KRW") was the most qualified, successful proposer for the RFP, finding that KRW submitted a proposal not only in compliance with the stated requirements of the RFP but also one that is most advantageous to the Town; and

WHEREAS, the Town Board of Trustees desires to formally approve selection of KRW as the successful Proposer (as such term is defined in the RFP), and to enter into a Professional Services Agreement (as such term is used in the RFP) for the Project with KRW to provide the services as described in such Agreement, attached hereto as **Exhibit A**.

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

Section 1. The Town Board of Trustees selects and awards KRW Associates, LLC as the successful Proposer for the Project.

Section 2. The Professional Services Agreement between the Town of Firestone and KRW Associates, LLC for Professional Services in connection with the Town of Firestone Town Manager Recruitment Project is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 15th day of April 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac, Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

EXHIBIT A
[KRW Associates Professional Services Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **KRW ASSOCIATES LLC**, an independent Contractor with a principal place of business at PO Box 2263, Littleton, CO 80161 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Recruitment Services for Town Manager (A2026-9933)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **$29,500.00** set forth in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be

paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from the Contractor.

B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
    1. Worker's Compensation insurance as required by law.
    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
    3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Contractor shall be excess and not contributory insurance to that provided by Contractor. The contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness

or other fault of Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.

B. If the Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Contractor's obligation to indemnify and hold harmless the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac Jr., Mayor

ATTEST:

_____

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____

Marshall Keith Martin, Town Attorney

KRW ASSOCIATES LLC

By: LC Kramer 4/1/26

Lorne C. Kramer, Managing Partner

EXHIBIT A

SCOPE OF SERVICES

Duties and Deliverables: During the term of this Agreement, the firm shall perform the following duties, and produce the Deliverables as directed by the Town:

- Oversight and administration of the executive search process
    - Includes overall project administration
    - Preparation of the ideal candidate profile for advertising
    - Potential candidate outreach
    - Reviewing and screening resumes
    - Telephone and e-mail follow-up
    - Due diligence on semifinalists
    - Development of candidate finalist lists; and criminal background and reference checks
    - Recommendations to the Board of Trustees for both semi-finalists and finalist candidates
- Assessment System
    - Includes use of all custom written materials, research support materials, training, and process administration of exercises related to Town Manager candidates/finalists. Exercises may include structured interviews with the Working Group, professional staff, and community members as well as presentation exercises.
- Assessor training
- Final Candidate orientation
- National Criminal Background/Social Media Investigation on up to five finalists

Exhibit B

Fee Proposal & Schedule - Project Cost Sheet

The cost of the **Town Manager** project is **$29,500.00** which covers consultant fees and most direct consultant expenses. Our fee includes all phases of the project: consultation regarding the job description and qualifications and preparation of the job posting/advertisement, the recruitment and selection process, the assessment and background checks of candidates and the final recommendations and notifications. See breakdown below.

1. **Oversight and administration of executive search process ..... $24,500.00.**
   Includes overall project administration; preparation of the ideal candidate profile for advertising; potential candidate outreach; reviewing and screening resumes; telephone and e-mail follow up; due diligence on semifinalists; development of candidate finalist lists; and criminal background and reference checks and recommendations to the Mayor/Board of Trustees regarding both semi-finalists and finalist candidates.

2. **Assessment System..... $2,000.00**
   Includes use of all custom written materials, research support materials, training, and process administration of exercises related to Town Manager candidates/finalists. Exercises may include structured interviews with the Working Group, professional staff, and community members as well as presentation exercises.

3. **Assessor training, included in set fee. ..... No charge**
4. **Final Candidate orientation, included in set fee .....No charge**
5. **Travel..... $2,000.00**
6. **National Criminal Background/Social Media Investigation* $1,000.00**
7. **Meals .....No charge**
8. **Development, copying and printing of Assessment Materials.....No charge**

**** ESTIMATED CONSULTANT COSTS FOR PROJECT*. $29,500.00**

There are no hourly charges or consultant per-diem costs. Initial costs of advertisements in professional publications or websites and a National Background/Social Media investigation will be paid by KRW Associates and invoiced for reimbursement to the Town of Firestone.

**National Criminal Background/Social Media Investigation* cost shown is based on five finalists, this may be adjusted with the final project invoice. Other expenses related to candidates will be the responsibility of the Town of Firestone. In addition, the Town of Firestone would bear the cost of candidate travel, lodging and associated expenses.

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOWN OF FIRESTONE, COLORADO

Don Conyac, Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

KRW ASSOCIATES LLC

By: K Kramer 4-1-26

Lorne C. Kramer, Managing Partner

FIRESTONE COLORADO

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.b **Discussion/Action** **Meeting Date:** April 15, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-32: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CMH CONCRETE PUMPING INC PERTAINING TO MOUNTAIN SHADOWS TRAIL PROJECT

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Approval of the proposed resolution will authorize an agreement with CMH Concrete Pumping, Inc. for the installation of a trail extension at Mountain Shadows Park, located within the Mountain Shadows subdivision.

The existing trail at Mountain Shadows Park was constructed more than 15 years ago and currently terminates at the park's northern edge. This project will extend the trail to the west and south, creating a connection to the walkway along Waverley Avenue. The extension will provide residents with a continuous, clearly defined pathway to access the park while improving overall neighborhood connectivity.

The new trail will be designed to meet ADA accessibility standards, ensuring safe and inclusive access for individuals of all abilities. This improvement will enhance the park's usability, strengthen community connections, and provide a durable, accessible walking route that will serve residents for years to come.

FINANCIAL CONSIDERATIONS

This Contract is for an amount not to exceed $93,295.00 to trail project at Mountain Shadows Park. The Capital Improvements Fund will pay for the project, which was included in the 2026 budget.

HISTORY AND PREVIOUS BOARD ACTION

At the Board of Trustees work session in September 2025, staff presented the trail project as part of the proposed CIP budget for 2026.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 26-32 Mtn Shadows Park-CMH Concrete Pumping
2. CMH Firestone Contract-Final

RESOLUTION NO. 26-32

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND CMH CONCRETE PUMPING INC PERTAINING TO MOUNTAIN SHADOWS TRAIL PROJECT

WHEREAS, the Town of Firestone ("Town") is in need of professional construction services for the Mountain Shadows Trail Project (the "Project"); and

WHEREAS, the Town issued an invitation for bid ("IFB") proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that CMH Concrete Pumping, Inc. ("CMH") is the responsible and responsive bidder whose bid is most advantageous to the Town; and

WHEREAS, the Town finds that CMH has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select CMH as the successful bidder for the IFB and to enter into a construction contract with CMH to provide the construction services and perform the work as described in the Construction Contract, attached hereto as Exhibit A.

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

Section 1. The Construction Contract between the Town of Firestone and CMH Concrete Pumping, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

PASSED AND ADOPTED this 15th day of April, 2026.

_____
Don Conyac Jr., Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

CONSTRUCTION CONTRACT

(THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **CMH CONCRETE PUMPING INC.**, an independent contractor with a principal place of business at 5210 E 78th Ave, Commerce City, Colorado 80022 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

NOW THEREFORE, in consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Mountain Shadows Trail Project (P2026-9337)**

B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. RESERVED

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 60 days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$__93,295.00__** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such Work. The Town may, with respect to all or any portion of such Work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such Work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform Work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Scope of Work
   2. Exhibit B: _____.

B. Performance Bond and Labor & Material Payment Bond.

C. Notice to Proceed.

D. "Specifications" bearing the title: _____.

E. "Drawings" consisting of _____

_____

_____

F. Addendum numbers:
   1. Addendum #1: _____.
   2. Addendum #2: _____.

G. The following which may be delivered or issued after the Effective Date of the Construction Contract are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

H. Security Addendum

There are no Contract Documents other than those listed above in this Section XII.

XII. CHANGE ORDERS

A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price; and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

Marshall Keith Martin, Town Attorney

CONTRACTOR

By: Efren Gutierrez

STATE OF COLORADO)

) ss.

COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of March, 2026 by Efren Gutierrez as President of CMH Concrete Pumping Inc..

My commission expires:

(SEAL) 10/8/2029

Notary Public

3/17/2026

JACKIE REECE SCHISSLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254037439
MY COMMISSION EXPIRES OCTOBER 8, 2029

FIRESTONE
COLORADO

SCOPE OF WORK

Contractor 's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Furnish all labor, materials, equipment, tools, supervision, and incidentals necessary to complete the project in accordance with the approved plans, specifications, and this Agreement.
- Perform all work in a professional and workmanlike manner, in compliance with applicable federal, state, and local laws, codes, regulations, and standards.
- Construct the concrete trail, concrete pad, and transition areas in accordance with the project requirements, including proper subgrade preparation, compaction, concrete placement, finishing, jointing, curing, and ADA-compliant transitions to existing trails.
- Coordinate with the Town and all affected utilities, including verification of utility locations prior to excavation.
- Always maintain the project site in a safe condition, including implementation of required safety measures, traffic control, and pedestrian access protections.
- Provide erosion and sediment control measures and maintain them for the duration of the project.
- Protect existing structures, utilities, landscaping, and improvements from damage and promptly repair or replace any damage caused by the Contractor's operations.
- Maintain a project schedule and provide regular progress updates to the Town as requested.
- Allow access to the work by the Town, its representatives, and inspectors for the purpose of observation, inspection, and testing.
- Remove all debris, surplus materials, and equipment from the site and restore disturbed areas upon completion of the work.
- Correct, at no additional cost to the Town, any defective or nonconforming work identified during construction or within the warranty period.
- Submit all required documentation, including submittals, test results, warranties, as-built drawings, and close-out materials.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

1. Pre-Construction Deliverables

- **Project Schedule** outlining major milestones, duration, and sequencing of work
- **Traffic Control and Pedestrian Safety Plan**, if applicable
- **Erosion and Sediment Control Plan** in compliance with local and state regulations
- **Material Submittals** including concrete mix design, reinforcement details, and jointing plan
- **Insurance Certificates and Bonds** as required by the Owner
- **Utility Coordination Documentation**, including locates and conflict resolution
- **Pre-Construction Meeting Participation**

2. Construction Deliverables

- **Site Preparation and Grading** in accordance with approved plans and specifications
- **Subgrade Preparation and Compaction Documentation**
- **Concrete Trail Construction** (1,030 LF x 10 FT wide), including formwork, reinforcement, placement, finishing, jointing, and curing

- **Construction of 12’ x 12’ Concrete Pad**
- **Concrete Transitions** connecting new trail and pad to existing trails with smooth, ADA-compliant grades
- **Drainage Features** as required to prevent ponding and erosion
- **Protection of Existing Improvements and Utilities**
- **Daily or Weekly Progress Reports**, as requested by the Owner
- **Compliance with Safety Regulations** (OSHA and local requirements)

3. Quality Control and Testing

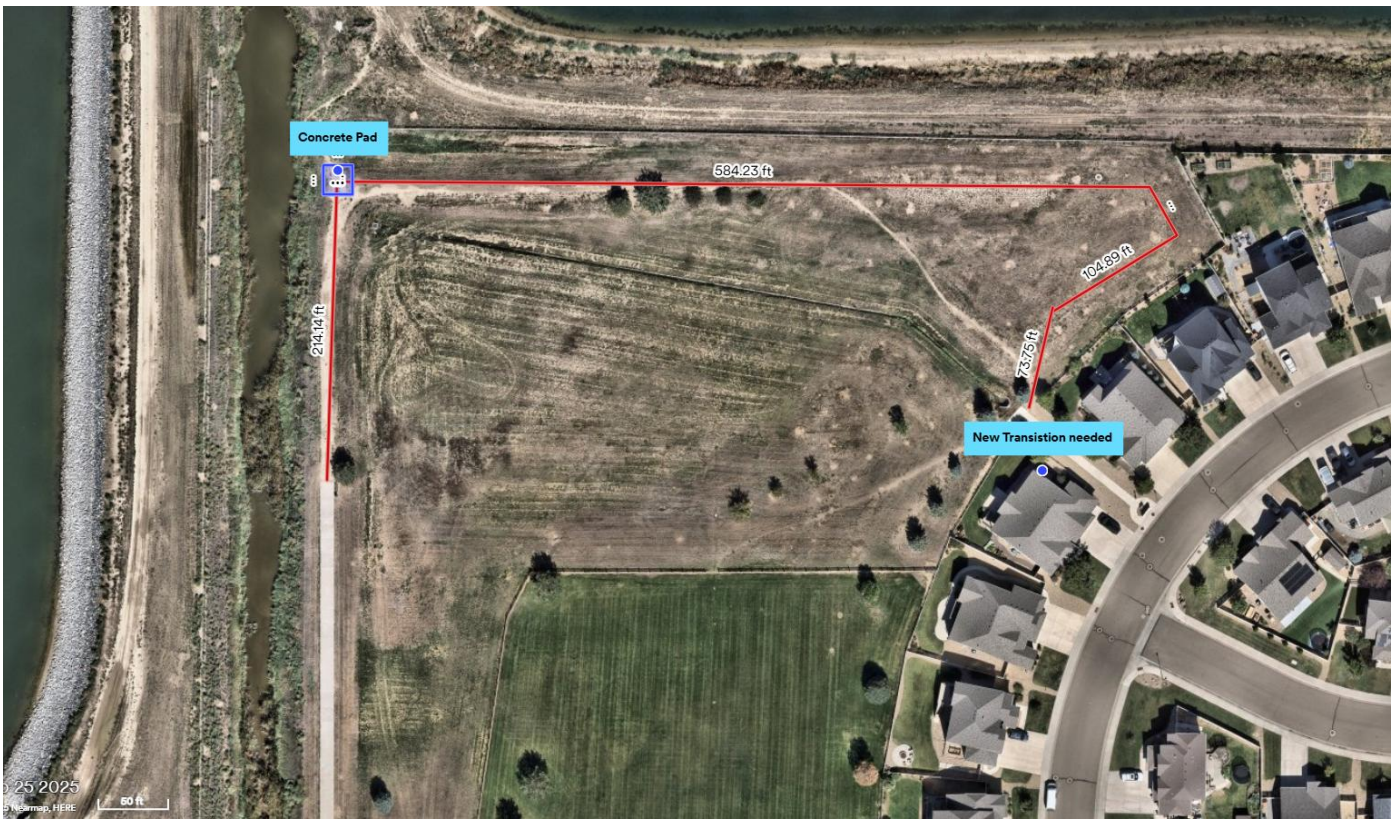
- **Concrete Testing Results**, if required (slump, air, compressive strength)
- **Inspection Coordination** with Owner or jurisdictional authorities
- **Correction of Deficient Work** identified during inspections

4. Site Restoration

- **Restoration of Disturbed Areas**, including grading, seeding, sod, or other surface treatments
- **Removal of Excess Materials, Debris, and Temporary Controls**
- **Final Site Cleanup**

5. Close-Out Deliverables

- **As-Built Drawings** reflecting actual constructed conditions
- **Warranty Documentation** for workmanship and materials
- **Final Inspection and Acceptance**



FIRESTONE
COLORADO









FIRESTONE
COLORADO









FIRESTONE
COLORADO







AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.c **Discussion/Action** **Meeting Date:** April 15, 2026 **Initiated By:** Julie Pasillas **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-33: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH JAMES ALAN OWEN AND CANDACE CARR OWEN; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

RECOMMENDATION

Staff recommends the approval of Resolution 26-33, approving the Purchase and Sale Agreement with James Alan Owen and Candace Carr Owen for the purchase of 1 share of the New Coal Ridge Ditch Company, authorizing the filing of a water court application for the change of water rights, and authorizing the Mayor to execute the agreement on behalf of the Town.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed resolution approves an agreement between the Town of Firestone and James Alan Owen and Candace Carr Owen is for the purchase of one (1) shares of the New Coal Ridge Ditch Company, for $15,000.00.

The Town's 2025-2055 Updated Water Action Plan identified the acquisition of additional water supplies as a priority.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of $15,000.00 for the New Coal Ridge Ditch Company share. The Town of Firestone Water Enterprise Fund will pay for the purchase.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020, and Resolution 25-107, adopting the 2025-2055 Water Action Plan Update on October 8, 2025. At several Board of Trustees meetings in 2021, 2022, 2023, 2024, and 2025, Town staff and the Board of Trustees discussed water rights in water retreats/special meetings, open sessions, and executive sessions, developing a strategy for negotiations and instructing negotiators on the acquisition of water rights. The Town's Water Team has been working to implement the 2020-2050 Water Action Plan and 2025-2055 Water Action Plan Update, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plans are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and completed the purchase of Firestone Reservoir No. 2, which was deliverable in late 2025.
- The Town has successfully purchased Firestone Reservoir No. 3, which will be delivered by the end of 2031.
- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Godding Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Organizational Objectives

ATTACHMENTS

1. Res 26-33 Purchase and Sale Water Rights Agreement-Owen
2. Owen PSA 260408 Signed

RESOLUTION NO. 26-33

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH JAMES ALAN OWEN AND CANDACE CARR OWEN; AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION FOR CHANGE OF WATER RIGHTS PERTAINING THERETO

WHEREAS, James Alan Owen and Candace Carr Owen desire to convey certain Water Rights which the Town of Firestone ("Town"), acting by and through its Water Activity Enterprise, desires to purchase, subject to the terms and conditions set forth in a Purchase and Sale Agreement; and

WHEREAS, the Town Board of Trustees finds that the purchase of the Water Rights from the Owen's will be of benefit to both the Town and the community; and

WHEREAS, upon purchase of the Water Rights, the Town will need to go through the adjudicatory process in the State's Water Court to change the use of the water from irrigation to municipal use; and

WHEREAS, the Board of Trustees finds it in the best interest of Town of Firestone and its citizens to change the use and seek a decree confirming the change of Water Rights for use in the Town of Firestone's municipal water system, including by lease to other parties, by filing an application ("Application") with the Division One Water Court ("Water Court"); and

WHEREAS, prosecution of the aforementioned Application is consistent with the powers and authority of the Town of Firestone and the furtherance of the public interest.

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

Section 1. The Purchase and Sale Agreement ("Agreement") between the Town of Firestone, acting by and through its Water Activity Enterprise ("Buyer"), and James Alan Owen and Candace Carr Owen ("Seller") for Water Rights is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Agreement.

Section 2. The Interim Town Manager and/or his or her designee are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required with closing.

Section 3. The Board of Trustees authorizes the filing of a Division One Water Court Application for the change of Water Rights, upon a successful closing.

Section 4. The Interim Town Manger or such person's designated Department Director is further authorized to do all things necessary and desirable on behalf of the Town to file the Application and prosecute the same to completion, including any final settlement with parties or trial before the Water Court, except that Board of Trustees approval shall be required for any appeal of any final decision of the Water Court.

PASSED AND ADOPTED this 15th day of April, 2026.

TOWN OF FIRESTONE, COLORADO

_____
Don Conyac Jr, Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

PURCHASE AND SALE AGREEMENT
(Water Rights)

This Purchase and Sale Agreement ("**Agreement**") is entered into this ____ day of _____, 2026 by and between James Alan Owen and Candace Carr Owen ("**Seller**") and the Town of Firestone, acting by and through its Water Activity Enterprise ("**Buyer**"). Seller and Buyer may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller owns and wishes to convey certain water rights as described below to Buyer;

WHEREAS, Buyer desires to acquire said water rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Water Rights. Seller is the owner of one (1) share of the New Coal Ridge Ditch Company represented by Share Certificate No. 120 (the "**Coal Ridge Share**"). Seller wishes to sell 1 Coal Ridge Share to the Town of Firestone. The Coal Ridge Share was historically used for irrigation on the property located at SE 1/4 of Section 18, Township 2 North, Range 67 West of the 6th P.M. in Weld County (the "**Property**"), also known as Weld County parcel number 131118400070.

2. Historic Use and Transfer. As further consideration, Seller, or Seller's agent, agrees to provide Buyer any and all affidavits, prior to the time of closing specified in Paragraph 9, stating the manner in which the Coal Ridge Share has been used by Seller or Seller's predecessors, the method of irrigation and what crops have been historically irrigated on the acreage with the Coal Ridge Share. Seller agrees to cooperate and participate in good faith with any request made by Buyer to Seller concerning any change in use approval process of the New Coal Ridge Ditch Company or any related subsequent court proceedings as may be required to change the use of the share.

3. Purchase Price. The Purchase Price for the 1 Coal Ridge Share shall be fifteen thousand dollars ($15,000.00).

4. Warranty and Title. Seller warrants that the title to the Coal Ridge Share will be conveyed free and clear of all liens, encumbrances, assessments, and leases of any kind. Seller agrees to warrant and forever defend the Buyer against all and every person claiming any interest in the Coal Ridge Share by and through Seller. This warranty shall survive the closing of

the transaction specified in Paragraph 10 and continue in full force and effect subsequent to such closing. Subject to payment as above provided, and in compliance with the other terms and conditions by Buyer, Seller shall execute and deliver a Special Warranty Deed for the Coal Ridge share to Buyer at the date of closing. If the title to the Coal Ridge Share is not merchantable and notice of the defect(s) is given to the Buyer or Buyer's agent to Seller or Seller's agent on or before closing and such title shall not be rendered merchantable within 30 days of such notice, then this Agreement, at Buyer's option, shall be void and of no effect and each Party shall be released from all obligations hereunder.

5. Due Diligence. The "**Effective Date**" of this Agreement shall be the date the Agreement is signed by Buyer. Buyer shall have 42 days following the Effective Date ("**Due Diligence Period**") to terminate this Agreement if Buyer is dissatisfied with the Coal Ridge Share to be acquired hereunder for any reason. If not provided by the Effective Date of this Agreement, Seller, within 10 days of the Effective Date shall deliver to Buyer the Due Diligence Materials, consisting of: copies of the original share certificate in Seller's possession, receipt of payment for all prior assessments and a showing that Seller and the Coal Ridge Share in Good Standing with the New Coal Ridge Ditch Company, all historical use information in Seller's possession, all liens and encumbrances on the Property and any other documents reasonably requested by Buyer. It shall be conclusively presumed that Buyer is satisfied with the Coal Ridge Share if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. Buyer may terminate the Agreement at any time for any reason prior to the end of the Due Diligence Period.

6. Dry Up Covenants. Seller shall provide Buyer, at least 10 days before the Closing Date, an executed dry-up covenant in the form acceptable to Buyer, for the lands historically irrigated by the Water Right. The Seller shall provide in the dry-up covenant a permanent restriction of irrigation of the historically irrigated acres served by the 1 Coal Ridge Share, with the specific acreage to be identified by legal description and depicted on an exhibit attached to the dry-up covenant, all located in the SE 1/4 of Section 18, Township 2 North, Range 67 West in Weld County. Seller warrants that any and all liens or encumbrances on Property are subordinate to the provided dry-up covenant, and Seller shall be responsible for acquiring all necessary agreements to ensure any liens or encumbrances are subordinate to the dry-up covenant. Seller shall be responsible for any revegetation of the Property historically irrigated by the Water Right.

7. Assessments. All assessments levied by the New Coal Ridge Ditch Company for the year 2025 shall be paid by Seller, along with outstanding assessments from years prior to 2025, if any. The assessments for the year 2026 and in future years shall be paid to the Buyer.

8. Transfer and Escrow Fees. Any fees by New Coal Ridge Ditch Company to complete the transfer of the Coal Ridge Share shall be paid by the Buyer. Seller and Buyer agree to equally pay any closing fees.

9. Delivery of the Stock Certificate. Possession of the original certificate evidencing ownership of the Coal Ridge Share shall be delivered to the Buyer at the time of closing, together with properly executed assignments, Special Warranty Deed and any and all other documents necessary to effectuate the transfer of the Coal Ridge Share from Seller to Buyer.

10. Closing. The closing of the purchase and sale of the Coal Ridge Share will take place within 10 business days after the completion of the Due Diligence Period or such other date as the Parties mutually agree upon. The Closing Date may be extended up to 30 days by mutual agreement of the Parties.

11. Default. Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated and each Party shall be released from all obligations hereunder.

12. Contingencies; Delivery and Consumptive Use. This Agreement is contingent on a determination by Buyer, in its sole discretion, that there is adequate consumptive use transferable for the agreed price. This Agreement shall be contingent on any diversion structures, storage structures or other devices necessary for the delivery and use of this water being undamaged and in good working condition. Should any of the contingencies herein not be met between the Effective Date and Closing Date, this Agreement may, at the option of the Buyer, be declared null and void and each Party shall be released from all obligations hereunder.

13. Costs and Expenses. Each Party shall pay its own consulting, attorney, and brokerage fees and costs incurred as part of this transaction.

14. Notices. All notice and operational communications under this Agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by US Mail shall be addressed to the following address unless otherwise agreed upon by the Parties:

To Buyer:	Town of Firestone Attn: Julie Pasillas 9950 Park Ave. Firestone, Colorado 80504 jpasillas@firestoneco.gov
To Seller:	James Owen and Candace Owen 9477 County Road 15 Firestone, Colorado 80504 candyogh@rocketmail.com

15. Entire Agreement. This agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing and signed by both parties.

16. Survival of Closing. The representations, warranties, and indemnities made by the parties to this Agreement and the covenants and agreements to be performed or complied with by respective parties under this Agreement before the Closing Date shall be deemed to be continuing and shall survive the closing.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors, and assigns.

18. Jurisdiction and Venue. This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.

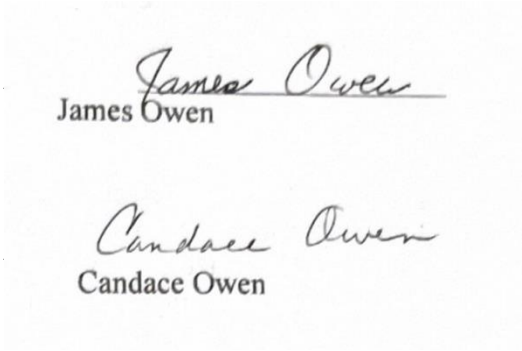
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

BUYER:
TOWN OF FIRESTONE

_____
By:

_____
Title:

SELLER:
JAMES OWEN AND CANDACE OWEN



AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.d **Discussion/Action** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Water & Community Resources

AGENDA ITEM

Resolution 26-34: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, DECLARING STAGE 1 DROUGHT CONDITIONS AND ESTABLISHING MANDATORY WATERING RESTRICTIONS FOR THE CONSERVATION OF WATER IN THE TOWN OF FIRESTONE WATER UTILITY SYSTEM

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

This resolution by the Town of Firestone's Board of Trustees declares Stage 1 (moderate to severe) drought conditions and establishes mandatory water-use restrictions to conserve the town's water supply, which is largely dependent on the Colorado-Big Thompson Project.

To reduce water usage, the resolution limits lawn and landscape watering based on address numbers:

- Even-numbered addresses may water on Mondays, Wednesdays, Fridays, and Sundays.
- Odd-numbered addresses may water on Tuesdays, Thursdays, Saturdays, and Sundays.
- Watering is recommended between 6:00 p.m. and 10:00 a.m.

Similar restrictions apply to HOA-managed areas, parks, and open spaces, which may water only on Mondays, Wednesdays, Fridays, and Sundays.

The resolution also allows for temporary permits (waivers) for newly installed lawns after April 1, 2026. These permits are intended to support the successful establishment of new landscaping that requires more frequent watering than normally allowed. Approved permits must be visibly posted on the property so they can be easily verified by Town staff, preventing the property from being mistakenly flagged or reported for violating watering restrictions.

The restrictions take effect on April 16, 2026, and remain in place until the end of the year, until lifted by the Board, or until water conditions improve. The Interim Town Manager is authorized to modify or rescind the restrictions as needed based on changing conditions.

FINANCIAL CONSIDERATIONS

None at this time.

HISTORY AND PREVIOUS BOARD ACTION

This resolution formalizes the direction and discussion with the Board at the April 8, 2026, Board of Trustees work session.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

- Maintain a Safe, Clean & Beautiful Town
- Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. Resolution 26-34 Water Restrictions

RESOLUTION NO. 26-34

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, DECLARING STAGE 1 DROUGHT CONDITIONS AND ESTABLISHING MANDATORY WATERING RESTRICTIONS FOR THE CONSERVATION OF WATER IN THE TOWN OF FIRESTONE WATER UTILITY SYSTEM

WHEREAS, the Board of Trustees finds that drought conditions within the State of Colorado are impacting and threatening the Town's available and potential future water supplies; and

WHEREAS, the Board of Trustees finds that, in order to protect the Town's available and potential future water supply – which is primarily dependent upon yields of the Colorado-Big Thompson Project – it is necessary for the Town to reduce its water usage; and

WHEREAS, the Board of Trustees finds that the mandatory watering restrictions and other requirements regarding water use which are set forth herein will serve to reduce water usage within the Town and assist in alleviating existing drought conditions.

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

Section 1. The Board of Trustees of the Town of Firestone hereby declares Stage 1 Moderate to Severe Drought Conditions for the Town and for all lands outside of the Town, if any, presently served by the Town's water utility system.

Section 2. The Board of Trustees of the Town of Firestone hereby imposes the following mandatory water use restrictions, which shall apply to all consumers, persons and property owners receiving potable water service from the Town water system:

A. Watering Restrictions for Residential, Industrial, Schools, and Commercial Lawns and Landscape Areas:

1. Lawn and landscape area watering for residences and commercial properties with an even-numbered address is permitted on Mondays, Wednesdays, Fridays and Sundays only.

2. Lawn and landscape area watering for residences with an odd-numbered address is permitted on Tuesdays, Thursdays, Saturdays, and Sundays only.

3. Lawn and landscape area watering is recommended between the hours of 6:00 p.m. and 10:00 a.m.

4. Upon application to the Town, a permit may be obtained to allow a residence or commercial property a waiver from the water restrictions stated above in order to facilitate the establishment of a new lawn installed after April 1, 2026. The permit shall be posted on the property and subject to

inspection by Town officials. The person applying for the permit shall affirm that the permit is requested solely to establish such a new lawn, and a false affirmation shall be grounds for revocation of the permit.

B. Watering Restrictions for Homeowner Association (HOA)-owned Common Areas, Parks, Open Space, and Tracts:

1. Lawn and landscape area watering for HOA-owned common areas, parks, open space, and tracts is permitted on Mondays, Wednesdays, Fridays and Sundays only.

2. Lawn and landscape area watering is recommended between the hours of 6:00 p.m. and 10:00 a.m.

3. Upon application to the Town, a permit may be obtained to allow a HOA a waiver from the water restrictions stated above in order to facilitate the establishment of a new lawn installed after April 1, 2026. The permit shall be posted on the property and subject to inspection by Town officials. The person applying for the permit shall affirm that the permit is requested solely to establish such a new lawn, and a false affirmation shall be grounds for revocation of the permit.

Section 3. This Resolution and the watering restrictions set forth herein shall become effective on April 16, 2026, and shall remain in effect until the earlier of: (i) December 31, 2026; (ii) rescission of the Stage 1 drought declaration by the Town Board; or (iii) a determination by the Interim Town Manager that water supply conditions have improved such that the restrictions are no longer necessary, in accordance with Section 4..

Section 4. All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. The Interim Town Manager or such person's designated Department Director is further authorized to do all things necessary and desirable on behalf of the Town to modify or rescind the watering restrictions if drought conditions or water supply conditions change for the better or worse, so long as the changing conditions warrant such changes and such measures fit within the guidelines identified in the Town of Firestone adopted Drought Management Plan.

PASSED AND ADOPTED this 15th day of April, 2026.

TOWN OF FIRESTONE, COLORADO

_____

Don Conyac Jr, Mayor

ATTEST:

_____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Marshall Keith Martin, Town Attorney

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES	**AIM No.:** 7.e **Discussion/Action** **Meeting Date:** April 15, 2026 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
American Legion Community Grant

RECOMMENDATION

APPROVAL/DENIAL OPTIONS
Approval or Denial

SUMMARY
On February 25, 2026, the Town Clerk's Office emailed the Board of Trustees requesting direction regarding a Community Grant application submitted by Sam DiPaolo American Legion Post 1985.

On February 26, 2026, an email was sent to the Interim Town Manager requesting that the item be placed on the March 18, 2026, agenda. The item was subsequently placed on the consent agenda because it was considered procedural. During the March 18 meeting, the item was moved to the discussion/action portion of the agenda for further consideration. This item was previously discussed at the March 18, 2026, meeting, at which time the Board requested it be brought back for further consideration at the April 15, 2026, meeting.

Because the application was submitted outside the established application period and after the Town's budgeting process was completed, funds were not allocated for this request. Therefore, staff is seeking direction from the Board regarding whether to appropriate funds for the 2026 event.

The application is for $1,000 to help fund 4th of July events at the American Legion Post.

FINANCIAL CONSIDERATIONS
$1,000 to be paid from the General Fund Legislative Budget

HISTORY AND PREVIOUS BOARD ACTION
This item was previously discussed at the Board's March 18 meeting, at which time the Board requested it be brought back for further consideration at the April 15 meeting.

The application was received on December 28, 2025, and requests $1,000 in funding to support the organization's July 4, 2026 event.

Notices regarding the July 31 application deadline were distributed to past applicants and interested organizations. The Town Clerk's Office did not receive an application or any communication from the Legion prior to that deadline.

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

None

Payroll Board Report - March

Pay Dates: 03/01/2026-03/31/2026

TOWN OF FIRESTONE (6207725)

Total

# of EE's - 135 / # of Statements - 272

Pay Type	Hrs	Amt
BERVMNT	70.00	$4,353.26
BONUSDAY	10.00	$685.04
CALLOUT	8.00	$337.33
CMPTMOFF	60.13	$2,438.90
CPS		$300.00
CPTO		
DOCP	32.00	$1,535.93
EIB		
ELR		$8,803.69
EPL	250.75	$12,506.22
FLHOL	102.00	$5,843.55
FTOPAY	31.00	$1,666.87
GTL		$2,520.16
HOLTMOFF	197.75	$11,007.41
HOLWK		
JURYDUTY		
OCCOP	2.25	$93.12
OT	149.25	$11,573.06
PDADL	160.00	$9,573.57
PDG	87.00	$7,352.35
PDINVDOCP	28.00	$997.36
PSS	24.00	$1,800.00
PTO	1990.06	$103,511.82
RETROPAY		$782.76
Regular	12423.50	$527,464.33
STANDBY		
Salary		$329,738.33
TPA		$4,000.00
VOLTMOFF		
OBBBA Qualified	138.50	$3,617.61
Totals:	15625.69	$1,044,885.06
Totals (3P):	0.00	$4,000.00

Deductions	EE Amt	ER Amt
ACCINS	$1,048.84	
BASICLIFE		$2,531.84
CIE	$815.20	
CIS	$517.90	
Dental		$11,045.96
EQP	$1,146.42	
FPPA	$36,791.66	$33,725.83
FPPA457	$2,508.70	
FPPA457Roth	$1,300.00	
FPPADD		$12,283.79
FSA Medical	$3,537.54	
FSALIMITED	$651.68	
FSDEPCARE	$4,025.00	
HOSPINS	$1,244.96	
HSA	$2,736.64	
HSA ER Contribut		$4,925.00
HSA Pre Tax Fami	$22,307.86	
LTD		$2,291.83
MBHSA		$72,329.58
MCHSA	$10,438.88	$76,546.92
MOAP	$7,629.82	$43,235.38
MS401a	$150.00	
MS457B	$250.00	
MSROTH	$100.00	
NLLE	$323.80	
NLLP	$254.84	
PERA	$63,532.78	$111,535.18
PERA - ROTH	$2,020.57	
PERA401K	$3,640.44	
PERA401KROTH	$500.00	
PERA457	$3,073.32	
PERALFINS	$77.50	
STD		$2,913.17
VOLLFINSC	$72.00	
VOLLFINSE	$1,831.50	
VOLLFINSS	$502.22	
Vision		$1,903.54
Totals:	$173,030.07	$375,268.02

Taxes	Amt
FIT	$92,474.10
MEDI	$14,406.61
SIT:CO	$39,536.00
(3P) FIT	
(3P) MEDI	$58.00
(3P) SIT:CO	
Totals:	$146,416.71
MEDI	$14,464.61
SUTA:CO	$1,342.69
ER Totals:	$15,807.30
All Totals:	$162,224.01

Net Pay	Amt
Direct Deposit	$722,918.12
Check	
Totals:	$722,918.12

Name	Total Paid
Total 24/7 Networks Inc:	6,919.89
Total 24K Cleaning Services:	825.00
Total ACCESS/ADAMS DATA MANAGEMENT LLC:	387.81
Total ADAMSON POLICE PRODUCTS:	706.66
Total AIRGAS INC:	180.84
Total ALAN PLUMMER AND ASSOCIATES INC:	98,015.13
Total Altitude Recreation Inc:	1,691.14
Total AMAZON CAPITAL SERVICES:	4,468.91
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total Amilia Technologies USA Inc:	339.51
Total Atlas OT:	2,050.00
Total AUSMUS LAW FIRM PC:	2,400.00
Total B K TIRE INC:	1,033.96
Total Barco Products LLC:	1,466.84
Total BAREFOOT RESIDENTIAL LLC:	95.31
Total BEACON COMMUNICATIONS LLC:	4,477.86
Total Bird Control Inc:	23,256.60
Total Black Hills Energy:	4,748.93
Total BOBCAT OF THE ROCKIES:	452.87
Total BOHANNAN HUSTON INC:	1,339.75
Total BUCKEY INTERNATIONAL INC:	941.02
Total CARBON VALLEY HALF MARATHON:	2,000.00
Total CARBON VALLEY HELP CENTER:	2,500.00
Total CARBON VALLEY ROTARY CLUB:	1,300.00
Total CELEGANS LABS INC:	14,042.90
Total CENTRAL WELD COUNTY WATER DISTRICT:	74.24
Total CENTRAL WELD COUNTY WATER DISTRICT-TREA:	146,212.67
Total CENTURY LINK:	571.40
Total CHASE PAYMENTNET:	83,039.91
Total CHECK-IT CODE CONSULTING LLC:	7,839.33
Total CHICAGO TITLE (TUFTS):	86.19
Total CIGNA HEALTH & LIFE INSURANCE CO:	209,370.93
Total CINTAS FIRST AID & SAFETY:	893.75
Total CIRSA:	1,142.05
Total CIVIC PLUS INC:	458.55
Total Civil Resources LLC:	4,118.00
Total COLORADO CIVIL GROUP INC:	31,325.40
Total COLORADO GEOLOGICAL SURVEY:	1,270.08
Total Colorado Information Sharing Consortium:	800.00

Name	Total Paid
Total COLORADO MATERIALS INC:	5,188.93
Total COMCAST:	2,881.77
Total Condit Exhibits LLC:	37,723.93
Total CORE & MAIN LP:	51,263.44
Total CUSTOM FLAG COMPANY INC:	932.00
Total DataShield Corporation:	51.75
Total DBC IRRIGATION SUPPLY:	4,622.34
Total DELTA DENTAL OF COLORADO INC:	11,092.27
Total DITESCO LLC:	4,315.00
Total DOUGLAS COUNTY:	2,000.00
Total ECONOLITE CONTROL PRODUCTS INC:	29,558.75
Total Economic & Planning Systems Inc:	2,142.50
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,092.55
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	68,754.08
Total EV Studio LLC:	29,450.00
Total FACTORY MOTOR PARTS CO:	5.46
Total FASTENAL COMPANY:	164.26
Total FIDELITY NATIONAL TITLE-LONGMONT:	39.48
Total FIRST AMERICAN TITLE CO:	98.43
Total FIRST INTEGRITY TITLE COMPANY:	11.35
Total Fortiline Waterworks:	135.00
Total FREDERICK HIGH SCHOOL:	1,500.00
Total Freedom and Glory:	647.94
Total FRONTIER BUSINESS PRODUCTS:	426.25
Total FRONTIER COMPUTER CORP:	29.17
Total FRONTIER FIRE PROTECTION LLC:	540.00
Total FUZION FIELD SERVICES LLC:	5,420.14
Total GOLF & SPORT SOLUTIONS:	4,311.50
Total GRAVES CONSULTING LLC:	7,100.00
Total GROUND ENGINEERING CONSULTANTS INC:	9,635.00
Total HAYNIE & COMPANY:	2,500.00
Total HERITAGE TITLE - TUFTS:	24.11
Total HIGHLANDS RANCH LAW ENFORCEMENT TRAINING:	4,000.00
Total IDEAL FENCING CORPORATION:	8,682.00
Total INTERSTATE FORD:	313.73
Total J & A TRAFFIC PRODUCTS LLC:	2,062.50
Total JK Wash Enterprises LLC:	707.00
Total JONES TRAILER COMPANY:	4,562.98
Total J-U-B Engineers Inc:	6,354.80

Name	Total Paid
Total KEEP IT COLD LLC:	810.00
Total Kenyon P Jordan:	250.00
Total KENZ & LESLIE DISTRIBUTING CO:	918.10
Total KG CLEAN INC:	7,025.23
Total KIMBALL MIDWEST:	2,230.68
Total KINSCO LLC:	2,885.50
Total KMML Consulting LLC:	7,748.80
Total Kronos SaaShr Inc:	8,616.96
Total L. L. JOHNSON DISTRIBUTING CO.:	46,421.73
Total LAND TITLE-DENVER-2:	335.04
Total LANGUAGELINE SOLUTIONS:	57.75
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	41,256.25
Total LEXIPOL LLC:	4,823.46
Total Liliana Mercado:	220.00
Total LITTLE THOMPSON WATER DISTRICT:	288.50
Total LONGMONT HUMANE SOCIETY:	6,274.75
Total Loveland Youth Athletic Association Inc:	1,680.00
Total MAC EQUIPMENT INC LONGMONT:	475.05
Total MAIN STREET MAT COMPANY INC:	766.44
Total MEAD HIGH SCHOOL:	300.00
Total MEDICINE FOR BUSINESS INDUSTRY:	145.00
Total Metal Distributors LLC:	183.20
Total MiHi Entertainment LLC:	2,695.00
Total Mike Maroone Chevrolet GMC Longmont:	921.25
Total MILE HIGH SHOOTING ACCESSORIES LLC:	3,574.19
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	.00
Total MUSCO SPORTS LIGHTING LLC:	108.05
Total MUTUAL OF OMAHA INSURANCE CO:	13,841.48
Total NEW IPT INC:	6,493.75
Total Next Phase Engineering LLC:	1,890.00
Total Norris Design Inc:	21,940.15
Total Nutrien Ag Solutions Inc:	10,833.50
Total ODP BUSINESS SOLUTIONS LLC:	121.12
Total OLDCASTLE INFRASTRUCTURE:	3,875.00
Total ONLINE SOLUTIONS LLC:	55,299.44
Total O'REILLY AUTO PARTS:	1,318.48
Total ORKIN PEST CONTROL INC:	634.51
Total Park Warehouse:	4,408.61
Total PIONEER ATHLETICS:	1,281.82

Name	Total Paid
Total POO FREE PARKS:	1,549.80
Total Potestio Brothers Equipment INC:	9,750.01
Total PRAIRIE MOUNTAIN PUBLISHING:	122.38
Total Print Experts:	7,311.62
Total PUREWATER DYNAMICS INC:	1,330.17
Total QUADIENT LEASING USA INC:	1,000.00
Total Quandary Consultants LLC:	2,628.30
Total QUICK-SET AUTO GLASS:	405.00
Total RAMEY ENVIRONMENTAL COMPLIANCE INC:	12,750.61
Total RED WING SHOE STORE:	605.96
Total RESTITUTION / COURT REFUNDS:	190.00
Total Revolution Soil and Seed LLC:	1,200.00
Total RICHMOND AMERICAN HOMES:	48.95
Total ROAD SAFE TRAFFIC SYSTEMS:	2,880.50
Total ROCKY MOUNTAIN CHRISTIAN CHURCH:	3,000.00
Total ROCKY MOUNTAIN POLICE CHAPLAINS:	400.00
Total ROCKY MOUNTAIN RESERVE LLC:	905.35
Total Schedio Group LLC:	3,866.00
Total SHAMELESS SELF PROMOTIONS LLC:	2,200.00
Total Short-Elliott-Hendrickson Inc:	27,002.76
Total ST VRAIN SANITATION DISTRICT:	4,306.68
Total ST VRAIN WATER AUTHORITY:	409.57
Total STEPHEN JONES:	1,500.00
Total STEVE BALCEROVICH:	2,500.00
Total Super Trees Colorado LLC:	45,508.00
Total Suter Media Relations:	5,000.00
Total SYMBOL ARTS:	441.90
Total Tier One Networking LLC:	13,722.00
Total TIMBER LINE ELECTRIC & CONTROL CORP:	1,490.55
Total TRIDENT SECURITY SYSTEMS INC:	165.00
Total TRI-STATE FIREWORKS INC:	24,500.00
Total TRI-TECH FORENSICS INC:	147.50
Total TWX Colorado LLC:	101,597.75
Total Uline Inc.:	2,807.19
Total UMB BANK NA:	500.00
Total UME CUSTOM EMBROIDERY:	3,377.23
Total UNITED POWER-BRIGHTON:	11,595.74
Total UNIVERSITY AUTO PARTS INC:	3,663.86
Total UPSTATE COLORADO ECONOMIC DEVELOPMENT:	15,000.00

Name	Total Paid
Total UTILITY NOTIFICATION CENTER OF COLORADO:	1,071.90
Total UTILITY REFUNDS -1:	180.04
Total VANCE BROTHERS LLC:	7,265.00
Total Verizon Connect NWF INC:	2,060.14
Total VIA MOBILITY SERVICES:	19,864.50
Total VISION SERVICE PLAN - VSP:	1,895.15
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	28,755.43
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	3,635.50
Total WESTWATER RESEARCH LLC:	10,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	674.94
Total Widner Juran LLP:	38,629.05
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	1,400.12
Grand Totals:	1,670,144.78