### TOWN OF TIMNATH, COLORADO ORDINANCE NO. 3, SERIES 2023

## AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY TO BE KNOWN AS THE WILLIS FARM ANNEXATION TO THE TOWN OF TIMNATH, COLORADO, LOCATED WEST OF MAIN STREET AND NORTH OF CR 42-E

WHEREAS, a petition (the "Petition") for Annexation was filed with the Town by Jon Turner ("Petitioner"), requesting the Town of Timnath annex that property more particularly described in EXHIBIT A (legal description) and EXHIBIT B (annexation map), attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, a properly noticed Planning Commission public hearing was held on December 20, 2022 regarding said Petition in accordance with C.R.S. § 31-12-108, and all persons interested in such Petition were provided an opportunity to be heard: and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be annexed to the Town of Timnath; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town; and

WHEREAS, the Town and Petitioners wish to enter into an annexation agreement (Exhibit C).

### NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

#### Section 1. Findings.

The Council hereby finds that a Petition for Annexation, together with four (4) copies of the annexation map as required by law, was filed with the Town Council on October 19, 2022, by the owners of over fifty percent (50%) of the area of the property hereinafter described in **EXHIBIT A** (legal description) and **EXHIBIT B** (annexation map), and comprising more than fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets and alleys.

A properly noticed public hearing was held on November 8, 2022 regarding said Petition in accordance with C.R.S.§ 31-12-108, at which all persons interested in such Petition were provided an opportunity to be heard.

The Council by resolution at the public hearing accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

The Property is eligible for annexation and should be annexed to the Town of Timnath.

An Annexation Agreement between the property owners and the Town has been prepared, is incorporated herein, and approved (EXHIBIT C).

#### Section 2. Annexation Approved.

The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description

Exhibit B – Annexation Map

Exhibit C – Annexation Agreement

#### Section 3. Severability.

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact than any one or parts be declared unconstitutional or invalid.

#### Section 4. Effective Date.

This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON JANUARY 10, 2023, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 24, 2023 AT THE TIMNATH TOWN CENTER, 4750 SIGNAL TREE DRIVE, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 10TH DAY OF JANUARY, 2023.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 24TH DAY OF JANUARY, 2023.

TOWN OF

1166

Mark J. Soukup, Mayor

ATTEST:

Milissa Peters-Garcia, CMC

Town Clerk

#### **EXHIBIT A**

#### **Legal Description of Property Annexed**

[attached]

#### PROPERTY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section Twenty-two (22), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.) being more particularly described as follows:

Lot 1, Lot 2, and the Right of Way for South County Road 5, Willis M.L.D. as recorded February 2, 2021 as Reception No. 20210012895 of the Records of the Larimer County Clerk and Recorder, County of Larimer, State of Colorado.

Excepting therefrom a 20' right of way for County Road 5 as dedicated in Book R, Page 53.

Said parcel contains 79.148 Acres more or less by this survey.

#### **EXHIBIT B**

#### Annexation Map

[attached]

# **WILLIS FARM ANNEXATION**

TO THE TOWN OF TIMNATH, COLORADO

SITUATE IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO



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As: President

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ANNEXATION TABLE

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Willis Estava, LLC 6333 Fairgrounds Avenue, Saile 300 Wholee, CO 976-204-9393

## **PRELIMINARY**

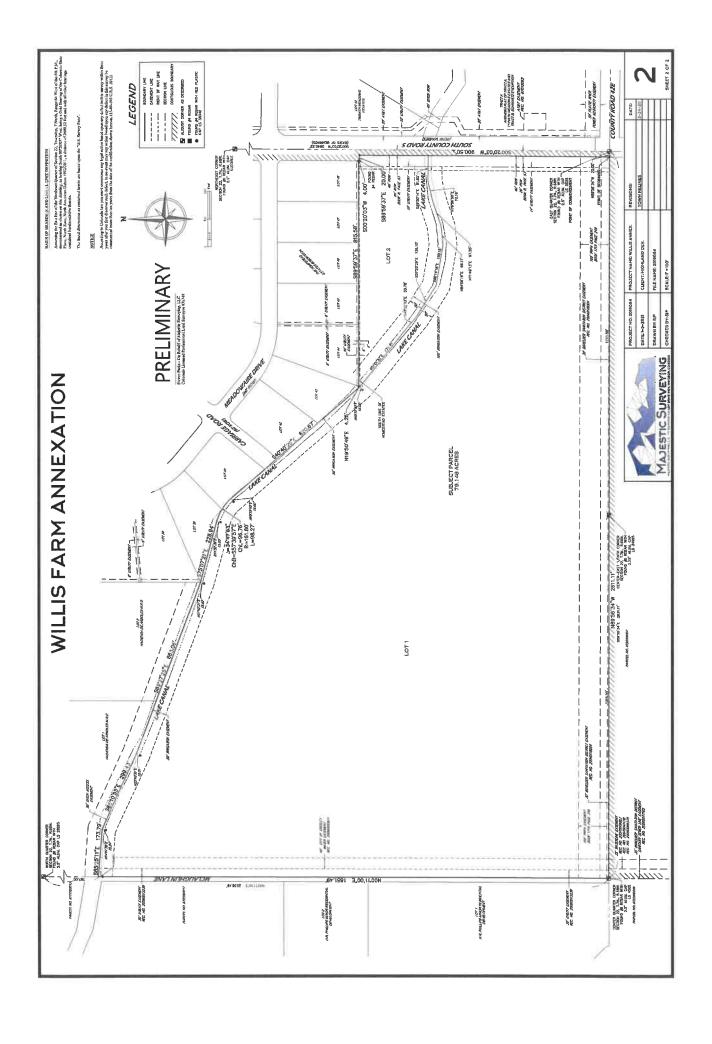
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Timnath Mayor, Mark Soukep

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#### **EXHIBIT C**

#### **Annexation Agreement**

[attached]

#### ANNEXATION AGREEMENT FOR THE WILLIS ESTATES PROPERTY

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective the 24th day of January, 2023, by and between Town of Timnath, a Colorado municipal corporation ("Town") and Willis Estates LLC, a Colorado Limited Liability Company ("Property Owner" and collectively, the "Parties") and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference ("the Property"), and generally known as the "Willis Estates Annexation Map".

#### WITNESSETH:

WHEREAS, the Property consists of approximately 78.31 acres, more or less, located in the Southern Half of the Northeast quarter of Section 22 in Township 7 North Range 68 West and

WHEREAS, Town and Property Owner will be entering into a subdivision improvement agreement (the "SIA"), which will be recorded in the real estate records of Larimer County, Colorado, and which will govern the construction of public improvements on the property and will serve as a condition precedent to approval of by the Town of any future plat or plats associated with the Property; and

WHEREAS, it is the intent of Parties that this Agreement contains all the obligations of Parties which shall be performed by Parties with respect to annexation of the Property.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, Parties hereto agree as follows:

#### **AGREEMENT**

- 1. <u>Purpose</u>. The purpose of this Agreement is to set forth the terms and conditions for annexation and development of the Property within the Town, and the fees to be paid by Property Owner upon annexation of the Property. All conditions contained herein are in addition to any and all requirements of Town and applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part hereof.
- 2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including McLaughlin Lane and East County Road 42E, as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the "Act"), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.

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- 3. Application of Town Laws Town Services. Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.
- 4. Zoning and Development of the Property. The Property will be zoned Industrial (I-1). Property Owner will develop the Property in accordance with a site-specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. The Property, or any portion thereof, may be rezoned or the site-specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.
- 5. <u>Water Utilities</u>. Property Owner shall obtain water service from the East Larimer Country Water District.
- 6. <u>Sanitary Sewer Utilities</u>. Property Owner shall obtain sewer service from the Boxelder Sanitation District.
- 7. <u>Utilities and Infrastructure</u>. Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property. Failure of Property Owner to obtain utilities or provide streets to the Property shall not be grounds for disconnection.
- 8. <u>Water and Water Rights.</u> Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks. Property Owner shall not be required to provide to Town any water or water rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights appurtenant to or historically used in connection with the Property except as otherwise set forth herein.
- 9. <u>Fire Protection Services.</u> The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.
- 10. <u>Coordination with Adjacent Properties</u>. Property Owner shall coordinate with owners of properties within Town adjacent to the Property to provide pedestrian and vehicular access between the Property and the adjacent properties as may be necessary to implement Town's current transportation plan.
- 11. <u>Covenants Run With the Land</u>. This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. <u>The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as</u>

#### may be otherwise expressly provided in this Agreement.

- 12. <u>Cure of Legal Defects</u>. In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, meaning that no appeal can be made or the time to appeal has expired, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.
- 13. <u>Breach by Property Owner Town's Remedies</u>. In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, the Town may take such actions as are permitted and/or authorized by the ordinances of the Town, this Agreement, and/or other law as the Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of Town from undue hardship and undue risk. These remedies include, but are not limited to:
  - a. The refusal to issue any building permit;
  - b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
  - c. Refusal to accept further land use applications for the Property;
  - d. Disconnection of the Property from Town;
  - e. Specific performance of this Agreement;
  - f. Placement of a lien on the Property to be collected with the property taxes;
  - g. Any other remedy available at law or equity.

Unless necessary to protect the immediate health, safety and welfare of Town or to protect Town's interest with regard to security given for the completion of the public improvements, Town shall provide Property Owner thirty (30) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such person or entity. If during such thirty (30) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that the Property diligently pursues the cure to completion.

14. <u>Breach by Town: Property Owner's Remedies</u>. Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a

material breach of this Agreement by Town, including the right to seek statutory disconnection for a material breach which substantially impairs Property Owner's ability to develop the **Property** 

- 15. Attorney's Fees. In the event of any litigation to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to payment of its costs of litigation, including attorney fees, by the other party.
- 16. Acknowledgement. It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee, ordinance, resolution, rule or regulation which is of uniform and general application.
- 17. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Town of Timnath Notice to Town:

Mathew J. Blakely, RLA, LEED AP Community Development Director

4750 Signal Tree Drive Timnath, Colorado 80547 Telephone: (970) 224-3211 Facsimile: (970) 224-3217

with copy to:

Carolyn Steffl, Esq.

Town of Timnath Attorney Dietze and Davis, P.C. 2060 Broadway, Suite 400 Boulder, CO 80302

Telephone: (303) 447-1375

Notice to Property Owner:

Willis Estates, LLC

6355 N. Fairgrounds Ave. STE 300

Windsor, Colorado 80550

970-204-9393

- 18. Assignment. Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner (an "Affiliate") of Property Owner, without the consent of the Town. The terms "controlling," "controlled by," or "under common control with," shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner arising after the date such duties and obligations are assumed by the Assignee.
- 19. <u>Title and Authority</u>. Property Owner warrants and represents to Town that it is the record owner of the Property, except for county roads shown on the annexation map. Each person signing this Agreement on behalf of an entity represents and warrants that he or she has full power and authority to enter into this Agreement on behalf of the entity. Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.
- 20. Entire Agreement Amendments. This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to the Town and development of the Property within the Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between the Property Owner and the Town. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between the Property Owner and the Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.
- 21. <u>Severability</u>. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and Parties shall cooperate to cure any such defect.
- 22. <u>Effective Date-Termination</u>. This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.
- 23. <u>Further Assurances</u>. The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

- 24. <u>No Duress</u>. Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each party to obtain legal advice.
- 25. <u>Execution and Counterparts</u>. This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.
- 26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Larimer County, Colorado.
- 27. <u>Time is of the Essence</u>. Time is of the essence for both parties with respect to the obligations herein. The Parties agree that they will each act in as expeditious a manner as is reasonably possible in performing the obligations herein.
- 28. <u>Third Party Beneficiaries</u>. This Agreement is made by and between Parties and their successors and, to the extent permitted, assigns and solely for their benefit. No third parties, including but not limited to adjacent property owners and/or individual lot owners or buyers, shall be entitled to enforce the duties or enjoy the rights created herein.
- 29. <u>Integration</u>. It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Board of Trustees at a public meeting, the Town Code, and the laws of the State of Colorado.
- 30. <u>Captions</u>. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
- 31. <u>Approvals</u>. Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN:	TOWN OF TIMNATH, COLORADO, A Municipal Corporation
ATTEST:	Mark J. Soukup, Mayor
Milissa Peters-Garcia, Town Clerk	
PROPERTY OWNER:	Willis Estates, LLC A Colorado Limited Liability Company  By:  Jon Turner, Manager
STATE OF COLORADO ) ) ss.  COUNTY OF LARIMER )  The foregoing instrument was acknowled by Jon Turner, Manager	ged before me this 31 <sup>St</sup> day of khuar, 42023,
WITNESS my hand and official seal.  KELLIE NIETFELD  NOTARY PUBLIC  STATE OF COLORADO  NOTARY 1D 20184034763  MY COMMISSION EXPIRES SEPTEMBER 9, 2024	Notary Public My Commission expires: 999004

IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN:	TOWN OF TIMNATH, COLORADO, A Municipal Corporation  —Docusigned by:
ATTESTION by: Milssa Peters-Garcia	Mark Soukup Mark J. Soukup, Mayor
Milissa Peters-Garcia, Town Clerk	
PROPERTY OWNER:	Willis Estates, LLC A Colorado Limited Liability Company
	By: Joh Turner, Manager
STATE OF COLORADO ) ss.	
COUNTY OF LARIMER )	
The foregoing instrument was acknowled by Jon Turner, Manager	ledged before me this 31 <sup>51</sup> day of Nuar, 42023,
WITNESS my hand and official seal.	
ren en chaque a que a constant a	Notary Public
KELLIE NIETFELD NOTARY PUBLIC STATE OF COLORADO	My Commission expires: 9 9 0004

#### **EXHIBIT A**

#### **Legal Description of Property Annexed**

[attached]

#### PROPERTY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section Twenty-two (22), T Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.) being mo

Lot 1, Lot 2, and the Right of Way for South County Road 5, Willis M.L.D. as Reception No. 20210012895 of the Records of the Larimer County Clerk and F Colorado.

### EXHIBIT B (Annexation Map)

# **WILLIS FARM ANNEXATION**

SITUATE IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. TO THE TOWN OF TIMNATH, COLORADO

TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

79.148 ACRES

OWNERS Willia Scottes, LLC

CERTIFICATE OF CIVINERSHIP

Per all information operations are experience, dependency and the air research independ forestration LLC felled open the perinant independency of the perinant part of the perinant part of the perinant and the character of creations to define the perinant perinant for the perinant part of the perinant part of the perinant pe TITLE STOMMTIMENT NOTE

TOTAL BOUNDARY: 8.291.09 L.F. CONTIGUOUS BOUNDARY: 3,535.61 L.F. 1/6 OF TOTAL BOUNDARY 1,381.85 L.F. RATIO 1:2,345 ANNEXATION TABLE

Azamong the Bast Use of the Notcherd Questron of Section 2.2 Towards, it hotels, Brayes it Wirst of the 6th T.M., necessarised as decess on the destricts, as benings found the "Visit" West, brigas of the Toutings of the Toutings for Charles States and "An "Perform And Anderson Dates" (BML20) I. a filterior of 2040.2. For find with all other benefits evaluated better industrial factors.

BASIS OF BEARINGS AND AMEAL UNIT DEFRITION

The lines! (Emersions as executioned herein are based upon the "U.S. Sm" by Flaor".

We careity that Wilde Display, LLC are of the corrects of the prosperty. Politic West Community Bark is all of the The Community of the Community of the care of the community of the Community of the plan of the first of the Community of the Com

IOTARIAL CERTIFICATE

COUNTY OF LARBHER The foregoing instruments or

Accessing to Colorando lara you aread commence may legal excises board upon eary defect in this sperray widela.

- yours after you have grown to able do the last to ever may any soften about now in the doct in this servey we commenced more than the many of the confliction from herene. (13-46 : 19.5 cft. 3.20.15)

LEVINUDENS Mark Bress

Les I, Les L, and rise Rights of Way for South County Rood S, Willie M.L.D. as recorded.

Recoption No. 2XXXXXXXX of the Records of the Larbert Chemy Clerk and Recorder, County of Lariness, Elect of Debrasios. A percel of lend dozen in the Northwas Quanter of Section Twenty-two (22), Township Seven North (T.70), Range Strey-eight West (R. 6574), of the Saled Pelecipal Metholins (6th P.M.) being mans paredeninty described as follows:

Excepting therefrom a XV right of way for County Road 5 as debts also in Book B., Page 53.

1, Stores Petts, a doby breunch professional and naveyor, do herrby state dearstip pias or Will, 15 P.A.B.M.
A.A.M.S.C.M.C.D.V.V.V. supervalor by more valued personal approach approach and dust thin pile into them propervired in compliance with all applicable times of the Same of Chercals as the circus of this carroy and within any control and to commerce to the here of my knowledge, information and belots. MERVEYOR'S CERTIFICATE

Wills Enses, LLC 6355 Paingrounds Ave Window, CO 970-204-8193 Serveyor

Owners

METES AND BOUNDS DESCRIPTION

A pared of land, situate in the Newthorns Quarter (NELIAI) of Section Twenty-how (22). Township Serves Newthorns (22), Lange Stein-light New, Roberts, in eithe Bellin, while plack placks (24) Paks, Cowney of Lattner, Spene all Colection and hings man persistently described in Follows: WICTRIC or Bir East Quarter dermos of said Section 52 mel assembling for East line of and VRII H4 as boardy "y 2002" Waza, being encommented by a 4th crise wide 3.2" delawaters cap 1.8 45/18 at the East Quarter can "y 2002" Waza, being encommented by a 4th crise wide 3.2" delawaters cap 1.8 4/18 4/18 4/18 Earning at 1.8 4/18 1.2 4/18 FIRMED Name betwind with the College of Section filter of said VELIA a demans of 20.00 filter to Vira Edgle of Viray of same man and the College of Viray of same college of Viray Section (LCCE), and to be possible to SECTION (Section 1) of Section 1) of the Latinary College of Section (LCCE), and to be possible to SECTION (Section 1) of Section 1) of the Section 1) of the Section 1) of Section 1) of the Section 1) of S oco. Neglicy Seept Orm 1 Van 'Lant Jones Ba Warf Ten of seld NEL 14 a discusse of 1531 An Bort in the control of Lah satel seld to the Seedbears control of Lant 1, Mackinsh De Admitte M.R.D. to recorded Jone 23, 2000 at Reception Seed 1991 of the Latter of Seed Lab Casal and the posts like of paid Headwald De Arboles M.R.D. the Chilesten

Planning Commission Chaleperson, PMI Goldstein

s. of public Ladao Consal and the portfall like of public Hardenda Die Artodes M.R.D. the follow he

THERE IS AND STATE THAT discuss of 17,70 bits
THERE IS AND STATE TO Led discuss of 17,70 bits
THERE IS AND STATE TO LED STATE TO A CONTRACT TO THE IS AND sold common line a dimensa of 4.25 feet to a line 4.00 feet Neith of end South 4P-4070" Pass shorts a flat men-burgant to the Africand curve a libraries of 0,31,67 feet to ti s Late 47 and 44 of THRS; TRIPLES (COLD) TO U. 4.) mean non-management of the Southern in classics of the 25 feet, forming is Radius TRIPLES (class gloss one of a corne non-management in the Southern Colonial Colonial

Staid described pured of Juni orestains 3\_447,679 Square Feet or 79,144 Acres, trade or less (±)

PRELIMINARY

TOWN COMMAN, CHRISTICALS Approach to a comman for a figure of the comman of the second Trans. Colonials Approach to the comman of the comman of the comman of the second trans of the comman of the co

Timnah Mayor, Mark Smalley

MAJESTIC SURVEYING

PROJECT NO. 2019064 PROJECT NAME, WILLS ANNEX. CLIENTH HIGHLAND DEV. CHECKED BY SIP SCALE F - 100" DRAWN BY: SP DATE: 1-5-2021

