

**TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 4, SERIES 2025**

**AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY
TO BE KNOWN AS THE POUDRE SCHOOL DISTRICT TIMNATH 50 ANNEXATION
TO THE TOWN OF TIMNATH, COLORADO, LOCATED AT THE SOUTHEAST
CORNER OF MAIN STREET AND BUSS GROVE ROAD**

WHEREAS, a petition (the “Petition”) for Annexation was filed with the Town by The Poudre School District (“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 January 7, 2025 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 December 10, 2024, 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 January 28, 2025 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.

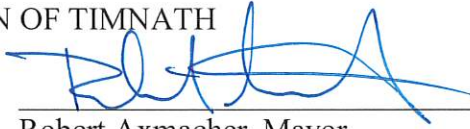
Section 4. Effective Date.

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 14, 2025, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON JANUARY 28, 2025 AT THE TIMNATH TOWN CENTER, 4750 SIGNAL TREE DRIVE, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 14TH DAY OF JANUARY, 2025.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 28TH DAY OF JANUARY, 2025.

TOWN OF TIMNATH



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC

Town Clerk



EXHIBIT A

Legal Description of Property Annexed

[attached]

A parcel of land being portions of the Southwest Quarter of Section Twenty-six (26) and the Northwest Quarter of Section Thirty-five (35), all in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 35 and assuming the North line of the Northwest Quarter of said Section 35 as bearing South 89°48'53" East a distance of 2645.95 feet with all other bearings contained herein relative thereto:

THENCE South 89°48'53" East along the North line of the Northwest Quarter of said Section 35 a distance of 30.00 feet to an East line of the Smith-Bassett Annexation No. 1 to the Town of Timnath recorded August 11, 2005 as Reception No. 2005-0067350 of the Records of Larimer County and to the **POINT OF BEGINNING**;

THENCE South 89°48'53" East continuing along said North line of the Northwest Quarter a distance of 20.00 feet to the most Easterly line of said Smith-Bassett Annexation No. 1;

THENCE North 00°11'50" East along the Easterly line of said Smith-Bassett Annexation No. 1 a distance of 30.00 feet to the North Right of Way line of Larimer County Road 40, said North Right of Way line being parallel with and 30.00 feet North of the North line of the Northwest Quarter of said Section 35;

THENCE South 89°48'53" East along the North Right of Way line of Larimer County Road 40 a distance of 1379.49 feet to the West line of the North Timnath Farms Annexation recorded August 22, 2008 as Reception No. 20080054097 of the Records of Larimer County;

THENCE South 00°02'22" West along said West line a distance of 1551.53 feet to the most Westerly North line of said North Timnath Farms Annexation;

THENCE North 89°57'43" West along said most Westerly North line a distance of 1399.57 feet to the East line of said Smith-Bassett Annexation No. 1;

THENCE North 00°02'22" East along said East line a distance of 1525.13 feet to the **POINT OF BEGINNING**;

Said parcel of land contains 49.89 acres, more or less.

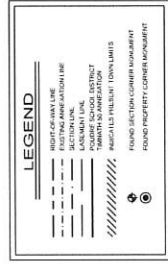
TOTAL ANNEXED AREA for the Poudre School District Timnath 50 Annexation is 2,173,387 square feet or 49.89 acres, more or less (±).

EXHIBIT B

Annexation Map

[attached]

A PARCEL OF LAND BEING PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M. TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO
49.89 ACRES



Robert C. Trassidy
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

Sheet
2
Of 2 Sheets

SECTION	35	TOWNSHIP	7 NORTH	RANGE	68 WEST OF 6TH RM
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PROJECT	203-004	DATE	10/22/2024
CLIENT	PSC	SCALE	1" = 100'
DRAWN BY	S. PAQUIN	REVIEWED BY	B. TESSLEY

ANNEXATION MAP
SCHOOL DISTRICT TIMNATH 50 ANNEXATION
TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT C

Annexation Agreement

[attached]

**ANNEXATION AGREEMENT
FOR THE POUDRE SCHOOL DISTRICT TIMNATH 50**

THIS ANNEXATION AGREEMENT (“**Agreement**”), is made and entered into to be effective the 28th day of January, 2025, by and between Town of Timnath, a Colorado municipal corporation (“**Town**”) and Poudre R-1 School District (“**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 “Poudre School District Timnath 50”.

WITNESSETH:

WHEREAS, the Property consists of approximately 50 acres, more or less, located at the southeast corner of Buss Grove Road and Main Street ; 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. Purpose. 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 Buss Grove Road Rights of Way, 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.

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. Notwithstanding the foregoing, it

is understood that the Town of Timnath Municipal Building Code will not apply to the construction of school buildings and facilities on the Property that are subject to and governed by the building permitting and certification process of the State Division of Fire Prevention and Control (DFP&C).

4. Zoning and Development of the Property. The Property will be zoned Commercial Mixed-Use. 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. Nothing herein shall be deemed to limit or modify the Property Owner's obligations and authority under CRS 22-32-124.

5. Water Utilities. Property Owner shall obtain water service from the Fort Collins Loveland Water District (FCLWD).

6. Sanitary Sewer Utilities. Property Owner shall obtain sewer service from South Fort Collins Sanitation District (SFCSD) or Boxelder Sanitation District.

7. Utilities and Infrastructure. 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. Water and Water Rights. Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks, but not for athletic playing fields which are exempt from the Town's irrigation requirements. 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. Fire Protection Services. Within a reasonable time after the mutual execution of this Agreement, the Property Owner will submit a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and will submit a Petition for Inclusion into the Poudre Valley Fire Protection District, such exclusion and inclusion to take effect upon the final Ordinance annexing the Property to the Town.

10. Coordination with Adjacent Properties. 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. Covenants Run With the Land. This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. 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 may be otherwise expressly provided in this Agreement.

12. Cure of Legal Defects. [Not Used]

Breach by Property Owner - Town's Remedies. 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, provided, however, that the Town's remedies for breach are subject to the rights and defenses available to the Property Owner as a public school district.

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.

13. Breach by Town: Property Owner's Remedies. 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

14. Acknowledgement. It is expressly understood that neither the Town nor the Property Owner can be legally bound by the representations of any of their respective officers, elected officials, agents or designees except in accordance with Town Code and Property Owner's Policies and Regulations, 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. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing policies or regulations of Property Owner or as a waiver or abrogation of Property Owner's legislative or governmental powers' nor shall this Agreement prohibit or limit Property Owner's authority under C.R.S. § 24-32-124.

15. 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.

Notice to Town:

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

with copy to:

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

Notice to Property Owner:

Poudre School District
2407 LaPorte Ave.
Fort Collins, CO 80524-2297

Telephone: (970) 482-7420

16. 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. .

17. Title and Authority. 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.

18. 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.

19. Severability. 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.

20. Effective Date-Termination. 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.

21. Further Assurances. The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

22. No Duress. 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.

23. Execution and Counterparts. 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.

24. 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.

25. Time is of the Essence. 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.

26. Third Party Beneficiaries. 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.

27. Integration. 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.

28. Captions. 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.

29. Approvals. 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:

Milissa Peters-Garcia
Milissa Peters-Garcia, CMC, Town Clerk



Robert Axmacher, Mayor

PROPERTY OWNER:

Poudre School District

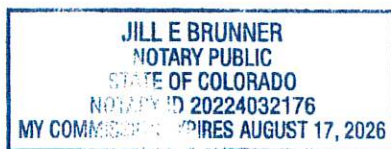
By: Kristen Draper

Kristen Draper, BOE President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 25th day of MARCH, 2025, by Jill E. Brunner.

WITNESS my hand and official seal.



Jill E Brunner
Notary Public

My Commission expires: August 17, 2026

EXHIBIT A (Property Description)

DESCRIPTION:

A parcel of land being portions of the Southwest Quarter of Section Twenty-six (26) and the Northwest Quarter of Section Thirty-five (35), all in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 35 and assuming the North line of the Northwest Quarter of said Section 35 as bearing South 89°48'53" East a distance of 2645.95 feet with all other bearings contained herein relative thereto:

THENCE South 89°48'53" East along the North line of the Northwest Quarter of said Section 35 a distance of 30.00 feet to an East line of the Smith-Bassett Annexation No. 1 to the Town of Timnath recorded August 11, 2005 as Reception No. 2005-0067350 of the Records of Larimer County and to the **POINT OF BEGINNING**;

THENCE South 89°48'53" East continuing along said North line of the Northwest Quarter a distance of 20.00 feet to the most Easterly line of said Smith-Bassett Annexation No. 1;

THENCE North 00°11'50" East along the Easterly line of said Smith-Bassett Annexation No. 1 a distance of 30.00 feet to the North Right of Way line of Larimer County Road 40, said North Right of Way line being parallel with and 30.00 feet North of the North line of the Northwest Quarter of said Section 35; THENCE South 89°48'53" East along the North Right of Way line of Larimer County Road 40 a distance of 1379.49 feet to the West line of the North Timnath Farms Annexation recorded August 22, 2008 as Reception No. 20080054097 of the Records of Larimer County;

THENCE South 00°02'22" West along said West line a distance of 1551.53 feet to the most Westerly North line of said North Timnath Farms Annexation;

THENCE North 89°57'43" West along said most Westerly North line a distance of 1399.57 feet to the East line of said Smith-Bassett Annexation No. 1;

THENCE North 00°02'22" East along said East line a distance of 1525.13 feet to the **POINT OF BEGINNING**;

Said parcel of land contains 49.89 acres, more or less.

TOTAL ANNEXED AREA for the Poudre School District Timnath 50 Annexation is 2,173,387 square feet or 49.89 acres, more or less (±).

EXHIBIT B
(Annexation Map)

ANNEXATION MAP

A PARCEL OF LAND BEING PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M.



TOTAL PERIMETER.....	5905.05
CONTIGUOUS BOUNDARY.....	4114.18'
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED.....	994.28'

INDICATES PRESENT TOWN BOUNDARY LINE

SURVEYORS STATEMENT

Robert C. Tescaro, Professional Land Surveyor # 30478, a duly regulated land surveyor in the State of Colorado, do hereby state that this plat of POLKINGFORD SCHOOL DISTRICT THIRTIETH ANNEXATION was performed by me or under my direct supervision, and that this plat has been prepared in accordance with all applicable laws of the state of Colorado at the time of this survey and within my control and is accurate to the best of my knowledge, information and belief.

PRELIMINARY
10/22/2024
FOR REVIEW ONLY

Robert C. Tassuly
Colorado Professional Land Surveyor No. 38478
For and on behalf of EPS Group, Inc.

[illegible]

DESCRIPTION:
A parcel of land being portions of the Northwest Quarter of Section Twenty-six (26) and the Northwest Quarter of Section Thirty-five (35), all in Township Seven North (7 N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 35 and assuming the North line of the Northwest Quarter of said Section 35 as a bearing South 78° 48' 53" East a distance of 740.00 feet with all other bearings contained herein relative thereto.

THENCE South 89° 48' 32" East along the North line of the Northwest Quarter and Section 35 a distance of 30.00 feet to an East line of the South-East-Base Line of Township 48N R. 48E S. 35 along the North line of the Northwest Quarter and Section 35 a distance of 30.00 feet to the East line of the South-East-Base Line of Township 48N R. 48E S. 35 a distance of 2055.5967250 of the Records of Linn County and to the POINT OF BEGINNING.

Annotation No. 1 to the Town of Tunaith recorded August 11, 2009 as Reception No. 2005-0967250 of the Records of Linn County and to the POINT OF BEGINNING.

TENESSE South 09°46'53"E continuing along said North line of the Northwest Quarter a distance of 20.00 feet to the most Easterly line of said Township Section No. 17; East along the Easterly line of said Smith-Bassett Annexation No. 1 a distance of 30.00 feet to the North Right of Way line of the Lawrence County Road 48; North Right of Way line being metted with and 30.00 feet North of the North line of the Northwest Quarter of Section 35 of Township Section No. 17; East along the North Right of Way line of Lawrence County Road 48 a distance of 1379.00 feet to the West line of the North Tenawith Farms Annexation recorded August 2, 2008 as Recitation No. T090905-0497 of the Records of Lamar County.

TENESSEE South 09°46'53"E along said West line of said Tenawith Farms Annexation a distance of 153.13 feet to the most Westerly North line of said North Tenawith Farms Annexation, Thence North 89°57'42"W along said West line of said Tenawith Farms Annexation a distance of 137.88 feet to the point of beginning.

Said parcel of land contains 40.69 acres, more or less.

TOTAL ANNEXED AREA for the Poudre School District Tenth 50 Annexation is 2,173.387 square feet or 49.89 acres, more or less (1).

OWNER: POLINE SCHOOL DISTRICT
In witness thereof, we have hereunto set our hands and seals this _____ day of _____, 20____.

NOTARIAL CERTIFICATE
STATE OF COLORADO)
COUNTY OF LINCOLN) ss. I, _____, Notary Public,
do hereby certify that _____
of said County of Lincoln, State of Colorado, was duly qualified as a
Notary Public by me on _____ day of _____, 20____.
The foregoing instrument was acknowledged before me by _____
on _____ day of _____, 20____.

MY COMMISSION EXPIRES _____

_____ NOTARY PUBLIC

(SEAL)

(SEAL)

SURVEYOR'S STATEMENT

I, Robert C. Tescedy, Professional Land Surveyor # 384270, a duly registered land surveyor in the State of Colorado, do hereby state that this plat of POUDRE SCHOOL DISTRICT TIMMATH 50 ANEXATION was performed by me or under my direct supervision, and that this plat has been prepared in compliance with all applicable laws of the state of Colorado at this time of this survey and within my control and is accurate to the best of my knowledge, information and belief.

PRELIMINARY
10/22/2024
FOR REVIEW ONLY

Robert C. Tassuly
Colorado Professional Land Surveyor No. 38478
For and on behalf of EPS Group, Inc.

PLANNING COMMISSION CERTIFICATE:

Approved this _____ day of _____, 20____, by the Town Planning Commission, Tinnuati, Colorado

Chromatogram Plot Configuration

TOWN COUNCIL CERTIFICATE:

Approved this _____ day of _____, 20____, by the Tenthredun Council, Tenthredun, Colorado. All dedications are hereby accepted on behalf of the public. This approval is conditioned upon all expenses involving necessary improvements for all utility services, paving grading, construction, water, sewer, and stormwater, and all other costs to be financed by others and not the Town.

Minyar Robert Annachair

RECORDER CERTIFICATE:

This Amusement Map was filed for record in the office of the County Clerk and Recorder of _____ County at _____ M. on the _____ day of _____, 20____.

COMMUNITY CLERICAL AND RECORDS

COUNTY CLERK AND RECORDER

BY _____ DEPUTY

DEPUTY

SURVEY NOTES:

- [illegible]

LEGEND

PROPERTY LINE
EXISTING ADJACENT LINE
SECTION LINE
EASEMENT LINE
POSSIBLE SCHOOL DISTRICT
BOUNDARY - NO ADJUSTMENT
INDICATES PRESENT TOWN LIMITS

FOUND BULL HORN CORNER MONUMENT

OWNER/DEVELOPER

SURVEYORS

EPS Group, Inc.
Robert C. Teasady, PLS
301 North Haves Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4150

Sheet 1

Of 2 Sheets

ANNEXATION MAP
POUDRE SCHOOL DISTRICT TIMNATH 50 ANNEXATION
TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

25	SECTION	According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.
7 MONTH	DOMINANT	
DATE	WARRANT OF TITLE	


EPS GROUP
 10000 ROUTE 100, SUITE 100, DALLAS, TEXAS 75243
 TEL: 214.424.1000 FAX: 214.424.1001
 WWW.EPSGROUP.COM

PROJECT	203-004	DATE	10/22/2024
CLIENT	PSD	SCALE	1" = 100'
DRAWN BY	S. PADJUN	REVIEWED BY	B. TESSLEY

ANNEXATION MAP

49.89 ACRES



Robert C. Tansky
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

Of 2 Sheets

ANNEXATION MAP
POUDRE SCHOOL DISTRICT TIMNATH 50 ANNEXATION
TOWN OF TIMNATH, COUNTY OF LARIMER, STATE OF COLORADO

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION
WASHP
NORTH
PAGE
WEST OF 6TH PM

NE **NORTHERN**
ENGINEERING

EPS **GROUP**



DATE	10/22/2014
SCALE	1 = 100'
REVIEWED BY	B. TESSLEY

ANNEXATION