



**ANNEXATION AGREEMENT
McConnell-Spaeth Annexation**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **Kyle McConnell and Brian Spaeth** property owners hereinafter and collectively referred to as “Owners,” and the **CITY OF EVANS**, a Colorado municipality hereinafter referred to as “Evans” or “City.”

RECITALS

WHEREAS, Owners desire to annex to Evans the properties more particularly described on **Exhibit A**, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as “the Property”); and

WHEREAS, Exhibit A is a single legal description to describe both parcels of land known as 4333 West Service Road and 1280 Brantner Road; and

WHEREAS, Owner has executed a petition to annex the Property, dated September 16, 2020, a copy of which is on file with the City Clerk; and

WHEREAS, Owner has prepared an Annexation Statement and Conceptual Development Plan identifying and illustrating requested zoning, proposed land use and intended development of the Property more particularly described on **Exhibit B**, which is attached hereto, incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the City and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City of Evans, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Evans as contemplated in this Agreement, which are directly related to and generated by development intended to occur within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Information of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the City. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Evans Municipal Code, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.
3. Further Acts. Owner agrees to execute promptly upon request of Evans all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Evans.



4. **Annexation Documents.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps and reports determined by Evans to be necessary to accomplish the annexation.
5. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 15 below, and that the granting of such zoning by the City of Evans is a material consideration of the Owner's agreement to annex the Property to the City. Owner shall take all action necessary to permit zoning by Evans of the annexed Property within the time prescribed by state statute. In the event the City does not zone the land in accordance with the uses further described in paragraph 15, then the City agrees not to oppose any disconnection by the Owner, subject to the requirements of state law.
6. **Water and Wastewater Utilities.** Owner shall provide evidence the property is currently served by a water tap issued by the City of Evans. Owner shall provide evidence of existing permitted sanitary sewage disposal to the City. Owner shall connect to the City's water and / or wastewater treatment network at Owner's expense, at such time as City facilities become available to serve the Property in accordance with the requirements of the Evans Municipal Code. At the time of connecting to the City's sewer system, Owner shall be required to cease use of and abandon any septic tank, cesspool, or similar private sewer disposal facility in accordance with all lawful requirements. Construction and maintenance of such facilities and connecting to the public sewer system shall all be in accordance with the rules and regulations and requirements of the City as outlined in the Evans Municipal Code, as they exist at the time of such connection, as well as all other applicable regulations.
7. **Municipal Services.** Evans agrees to make available to the Property all the usual municipal services provided by the City, in accordance with the ordinances and policies of the City. The services provided by the City may include, but are not limited to, police protection, fire protection, water, wastewater, and storm water services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, emergency medical services.
8. **Public Improvements.** Required public improvements shall be designed and constructed to City standards by Owner at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements, and to dedicate to the City any or all the improvements as required by City ordinances. The public improvements and financial guarantee shall be set forth in the Development Agreement between the City and Owner to be entered into upon approval of the land use application necessary to allow uses on the property.
9. **Minor Collector Road.** Right-of-way for Brantner Road shall be dedicated, designed, and constructed to City standards by Owner at Owner's expense. The required dedication of 65' of Brantner Road right-of-way shall be made upon Annexation. This additional 2.5' of right-of-way shall be measured from the road centerline and illustrated on the Annexation Plat. The property owner shall be responsible for improving Brantner Road along the property frontage. When the City annexes and improves Brantner Road, Owner shall be required to pay a cash-in-lieu fee to improve Brantner Road to Minor Collector standard inclusive of street, gutter, curb and sidewalk for their portion which is a half section of the Minor Collector Road.
10. **Drainage.** Owner shall provide at Owner's expense a drainage study of the entire annexation territory when the land use application is submitted for review. Facilities necessary to address drainage from outside the Property shall be designed for quantities more than those amounts historically discharged from the site. Such facilities shall be developed in conformance with the Comprehensive Drainage Study and other City regulations and ordinances.



11. Reimbursements. To the extent water, sewer, storm drainage facilities or other public utilities are oversized or extended onto property by Owner or to the extent public improvements are built off-site of the Property by Owner, by any District or by the City (for which Owner/Developer pays), for benefit accruing to other parties, said improvements may be eligible for reimbursement. Per Title 13.28 of the Evans Municipal Code, City agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Owner in connection with the development of any other property tapping onto or otherwise making use of any such improvements. The City agrees to coordinate the execution and delivery of necessary reimbursement agreements among the City, the Owner and the owner/developer of any other such property in order to obtain such reimbursements for Owner.
12. Zoning and Land Use.
 - (A) Conceptual Plan. Owner and City shall mutually agree upon a conceptual land use plan that is in accordance with the City's Comprehensive Plan. It is Owner's intent to develop and request zoning for the Property in accordance with the conceptual land use plan as shown in Exhibit B. Owner acknowledges property cannot be used until a site plan or special use permit has been approved. Property shall be kept free of nuisance conditions inclusive of the derelict fence and inoperable vehicles parked on the west side of the fence. The improvements associated with the property located at 4333 may be located in the setback area. Future land use applications shall address the need for variances to allow the structure to remain.
 - (B) Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the City of Evans Design and Development Standards/Guidelines, as those requirements exist at the time of site plan or special use permit application.
 - (C) Rezoning Process. Upon submittal of required materials, Owner's rezoning request shall be processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the City of Evans to initiate rezoning of the land in accordance with the Charter and ordinances of the City of Evans. Land use is subject to the police power and legislative authority of the City of Evans.
13. Limitation on Fee Impositions by the City. The City agrees that the Property shall be subject to typical development fees similar to those that are imposed on other developments in the City pursuant to the City's regulations and ordinances unless otherwise mutually agreed upon by the Owner and the City.
14. Development Agreement. In a form provided by the City, Owner and the City shall enter into a development agreement. The final form of the development agreement shall be subject to mutual agreement of the parties on the terms and conditions of the same. The development agreement shall be signed prior to or upon approval of a land use application such as a site plan or special use permit.
15. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all City ordinances, resolutions and regulations including without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to City streets, and flood control.
16. Disconnection. No right or remedy of disconnection of the Property from the City shall accrue from this Agreement. In the event the Property or any portion thereof is disconnected, Evans shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.



17. **Owner's Association.** Owner shall organize a unit owner's association or associations if appropriate for given parcels and/or unit types with the development of the Property. Owner shall form the association(s) pursuant to the Colorado Common Interest Ownership Act ("Act"). C.R.S. §38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance which comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including but not limited to any private roads, private common areas and private facilities. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the City Attorney for review and comment.
18. **Fire Protection District Exclusion.** Prior to commencement of development at the site, Owner shall provide written confirmation from the Evans Fire Protection District that adequate fire protection and emergency medical services can be provided to the Property and indicating how such services will be provided. To the extent fire protection and or emergency medical services are provided by the LaSalle Fire Protection District, Owner agrees to sign and execute any and all petitions or documents that will be necessary and appropriate to exclude the Property from the LaSalle Fire Protection District, and include it in the Evans Fire Protection District, within 180 days of notice having been provided by the Evans Fire Protection District that it desires to include the Property into the District.
19. **Water Conservancy Municipal Subdistrict Inclusion.** Pursuant to CRS 37-45-136(3.6), Owner consents to inclusion of the property into the Municipal Subdistrict, Northern Colorado Water Conservancy District, when the annexation becomes effective.
20. **Inspection of structures.** The structures located at both properties, 4333 West Service Road and 1280 Brantner Road will be inspected by the City's Building Official for compliance with the International Building Code in effect. Any changes needed to come into compliance with the International Building Code in effect with the City upon Annexation will be the sole expense of the property owner. Copies of Certificates of Occupancy issued by Weld County shall be provided along with the building permit files.
21. **Future Cooperation.** The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.
22. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and Owner or between the City and any one or more of the individual owners listed above, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.
23. **Amendment.** This Agreement may be amended only by mutual agreement of the City and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property and/or Water Rights subject to the amendment unless otherwise specified in the amendment.



24. Agreement. This Agreement embodies the entire agreement of the parties as to the real property described on Exhibit A. This Agreement is not intended to modify, amend, replace or resolve any previous annexation agreement between the parties or predecessors in interest.
25. Owner. As used in the Agreement, the term “Owner” shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the City approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred Property.
26. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, regulation, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.
27. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and 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.
28. Failure to Annex. This Agreement shall be null and void if the City fails to approve the annexation of the Property.
29. Breach of Agreement.
- (A) Breach by Developer; City’s Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the City may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship. The City’s remedies include:
- (1) The refusal to issue to the Owner any development permit, building permit, or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
 - (2) A demand that the security given for the completion of the public improvements be paid or honored;
 - (3) The refusal to consider further development plans within the Property; and /or
 - (4) Any other remedy available at law.
- Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action the City.
- (B) Breach by City. Parties agree that in the event of a breach by the City, Owner’s remedies shall be limited to specific performance, and under no circumstances shall the Owner be entitled to seek or recover monetary damages or other monetary relief.



30. General Provisions. City shall:

- (A) Cause its staff to timely and promptly approve or disapprove written submittal by Owner of any plans, specifications, drawings, details or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage or other utility serving the Property or any improvements within any dedicated right-of-way on the Property. Any disapproval shall set forth the items disapproved together with the reasons for such disapproval.
- (B) Use its best efforts securing, at Owner's expense, construction and maintenance agreements from governmental or private entities in order to allow Owner to fulfill its obligations under this Agreement and to proceed with development of the Property.
- (C) Cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the City, which is necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner.
- (D) Provide police and other municipal services to the Property to the same extent as those services are provided by City throughout the balance of the City, pursuant to the City's uniform applied policies.
- (E) Not unreasonably withhold its consent or approval when any consent or approval is required.

Owner shall notify the City of assignments and the name of the assignee(s) upon the sale or other transfer of any portion of the Property. The transferor of such portion shall be released from all liability and obligation under this Agreement relating to such portion and all such liabilities and obligations shall be assumed by the transferee (unless transferee is a member of the home buying public or governmental entity).

Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the City's legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this agreement prohibit the enactment by the City of any fee which is of uniform or general application.

It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is by a court determined 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 the parties shall be construed and enforced as if the agreement did not contain that particular part, term, or provision held to be invalid. This Agreement may be enforced in any court of competent jurisdiction.

31. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, sent by facsimile transmission, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt, provided a hard copy is mailed the same date. All notices by mail shall be considered effective 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 future notices shall be sent.

Notice to City: City of Evans
 Attn: City Manager
 1100 37th Street
 Evans, CO 80620



With copy to: Scott Krob, City Attorney
Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111
scott@kroblaw.com

Notice to Owner:

32. Election. Owner agrees that he/she/it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.
33. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Evans. No assurances of annexation, zoning, or special use permit approval have been made or relied upon by the Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or special use approval for the Property, as contemplated herein and in the proposed Conceptual Development Plan for the Property, is not taken or if once taken and Owner is in full compliance with such annexation, zoning or special use approvals is not maintained, then the Owner may withdraw the petition for annexation and seek disconnection from the City in accordance with state law, as may be appropriate and City agrees not to oppose.
34. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.
35. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.
36. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
37. No Warranties by the City. The City is entering into this Agreement in good faith and with the present intention, on the part of the present City Council, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the City makes no representation as to the validity or enforceability of this Agreement and that no such warranty is made on the part of the City.
38. Cost Reimbursement to City. Developer shall reimburse City for outside professional consultants such



as engineers, testing companies, and attorneys necessitated by processing and completion of this development.

39. Fee Impositions by the City. Owner agrees to pay, and that the Property shall be subject to the fees and obligations set forth in this Amended Agreement, as well as all development fees and other charges provided for in the City's rules, regulations and ordinances.
40. Improvements Agreement. Prior to construction of any public improvements, including, but not limited to, water, sewer, drainage, sidewalks, or roadways, Owner and the City shall enter into one or more public improvements agreements in a form provided by the City. Each public improvement agreement shall include guarantees or security in the form of a bond or letter of credit or such other form as may be acceptable to the City, to ensure completion of the public improvements. In addition, the Owner shall enter into one or more improvement agreements for non-public improvements resulting from site plan review processes as provided by the City of Evans Code. The public and non-public improvement agreements shall be signed prior to commencement of each phase of site development and upon approval of a site plan for such phase of development.
41. Conformity with Laws. Except as otherwise agreed herein or as otherwise provided in conjunction with approval of site plan for the development, Owner agrees that the design, improvement, construction, development and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all City ordinances, resolutions and regulations including without limitation, ordinances, resolutions, and regulations pertaining to subdivision, zoning, storm drainage, utilities, access to City streets and flood control.
42. No Repeal of Laws. Nothing contained in this Amended Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Amended Agreement prohibit the enactment or increase by the City of any tax or fee.
43. Severability. The parties agree that if any part, term, portion, or provision of this Amended Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Amended Agreement did not contain the particular part, term, portion, or provision held to be invalid.

ATTEST:

CITY OF EVANS, COLORADO
A Municipal Corporation

By: _____
Brian Rudy, Mayor

By: _____
Julie Kamka, City Clerk



LANDOWNER

By: _____
Signature Title Date

STATE OF COLORADO)
) ss.
_____ COUNTY)

SUBSCRIBED AND SWORN to before me this _____, day of __, 20_____, by

_____.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for the State of Colorado.

My commission expires: _____



Exhibit A: Legal Description

Lot A of Recorded Exemption No. 0961-30-04 RECX16-0202 as recorded at Reception No. 4297013, and that parcel of land conveyed by Deed Recorded at Reception No. 4535580, being part of the of the Southeast Quarter of Section 30, and the Southwest Quarter of Section 29, Township 5 North, Range 65 West of the 6th Principal Meridian, City of Evans, County of Weld, State of Colorado being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ of said Section 30, and considering the East line of the Southeast Quarter of said Section 30 to bear SOUTH $00^{\circ}44'00''$ WEST with all bearings herein being relative thereto;

Thence SOUTH $07^{\circ}47'51''$ EAST, 269.65 feet to a point on the Westerly Right of Way line of U.S. Highway No. 85;

Thence SOUTH $00^{\circ}44'00''$ WEST along said Westerly Right of Way line, and parallel with said Easterly line of the Southeast Quarter of Section 30, 502.00 feet to the Northeast corner of that parcel of land described in Deed Recorded the 25th of October, 2019 at reception number 4535580 said point also being the True Point of Beginning;

Thence SOUTH $00^{\circ}44'00''$ WEST continuing along Said Westerly Right of Way line, parallel with said Easterly line of the Southeast Quarter of Section 30, and along the Easterly Boundary line of said parcel recorded at reception number 4535580, 100.00 feet to the Southeast corner of said parcel recorded at reception number 4535580;

Thence NORTH $89^{\circ}16'00''$ WEST, leaving said Westerly Right of Way line, along the Southerly Boundary line of said parcel recorded at reception number 4535580, 40.00 feet to a point on said East line of the Southeast Quarter of Section 30;

Thence NORTH $89^{\circ}11'00''$ WEST continuing along the Southerly Boundary line of said parcel recorded at reception number 4535580, 163.00 feet to a point on the Easterly Boundary line of said Lot A of Recorded Exemption Number 0961-30-04 RECX16-0202;

Thence SOUTH $00^{\circ}44'00''$ WEST leaving said Southerly Boundary line of said parcel recorded at reception number 4535580 and along the Easterly Boundary line of said Lot A, 176.90 feet to the Southeast corner of said Lot A;

Thence along the Southerly Boundary of said Lot A the following six courses:

Thence NORTH $79^{\circ}42'29''$ WEST, 263.08 feet;

Thence NORTH $09^{\circ}41'52''$ EAST, 30.91 feet;

Thence NORTH $26^{\circ}18'07''$ WEST, 36.59 feet;

Thence NORTH $45^{\circ}00'26''$ WEST, 20.49 feet;



Thence NORTH $56^{\circ}40'23''$ WEST, 18.99 feet;

Thence NORTH $63^{\circ}13'49''$ WEST, 55.57 feet to a point on the Easterly Right of Way line of Brantner Road, and the Southwest corner of said Lot A,

Thence NORTH $42^{\circ}24'53''$ EAST along said Easterly Right of Way line of Brantner Road and the Westerly Boundary line of Said Lot A, 435.09 feet to the Northwest corner of said Lot A;

Thence SOUTH $77^{\circ}24'09''$ EAST leaving said Easterly Right of Way line of Brantner Road and along the Northerly Line of said Lot A, 63.88 feet to the Northeast corner of said Lot A;

Thence SOUTH $00^{\circ}44'00''$ WEST along the Easterly Boundary line of said Lot A, 190.65 feet to the Northwest corner said parcel recorded at reception number 4535580;

Thence SOUTH $89^{\circ}16'00''$ EAST along the Northerly Boundary line of said parcel recorded at reception number 4535580, 163.00 feet to a point on the East line of said Section 30;

Thence SOUTH $89^{\circ}16'00''$ EAST continuing along the Northerly Boundary line of said parcel recorded at reception number 4535580, 40.00 feet to a point on the Westerly Right of Way line of U.S. Highway No. 85, said point also being the True Point of Beginning.

The above-described parcel of land contains 2.853 Acres, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said tract of land.



Exhibit B: Conceptual Development Plan