



FREMONT COUNTY  
 BOUNDARY LINE ADJUSTMENT/LOT LINE ADJUSTMENT/  
 VACATION OF INTERIOR LOT LINE APPLICATION

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision.

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant. Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment     Boundary Line Adjustment     Vacation of Interior Lot Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties. If additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: Vernon Estes

Mailing Address: 702 Ridgewood Rd

Telephone Number: 719-275-3721 Facsimile Number: \_\_\_\_\_

Email Address: Vern@vernestes.com

b. Name: N/A

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

c. Consulting Firm Name: Land Development Consultants Inc

Mailing Address: 3898 Maizland Rd Co Spgs CO 80909

Telephone Number: 719 528 6133 Facsimile Number: 719 528 6848

Email Address: dkupferer@ldc-inc.com

2. The proposed plat title is Estes Property Boundary Adjustment

3. The total number of properties involved prior to this application are 1

4. The total number of lots as a result of this application are 2

5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (forms are provided by the Department for execution) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes  No

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

a. This property is located in the B-1 Zone District.

b. This property is located in the B-1 Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process?  Yes  No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ 650 ~~600~~ is attached to this application (Check # 7655  cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

**The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.**

a. Property "a" Owner Signature [Signature] Date 6/26/2024

b. Property "b" Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

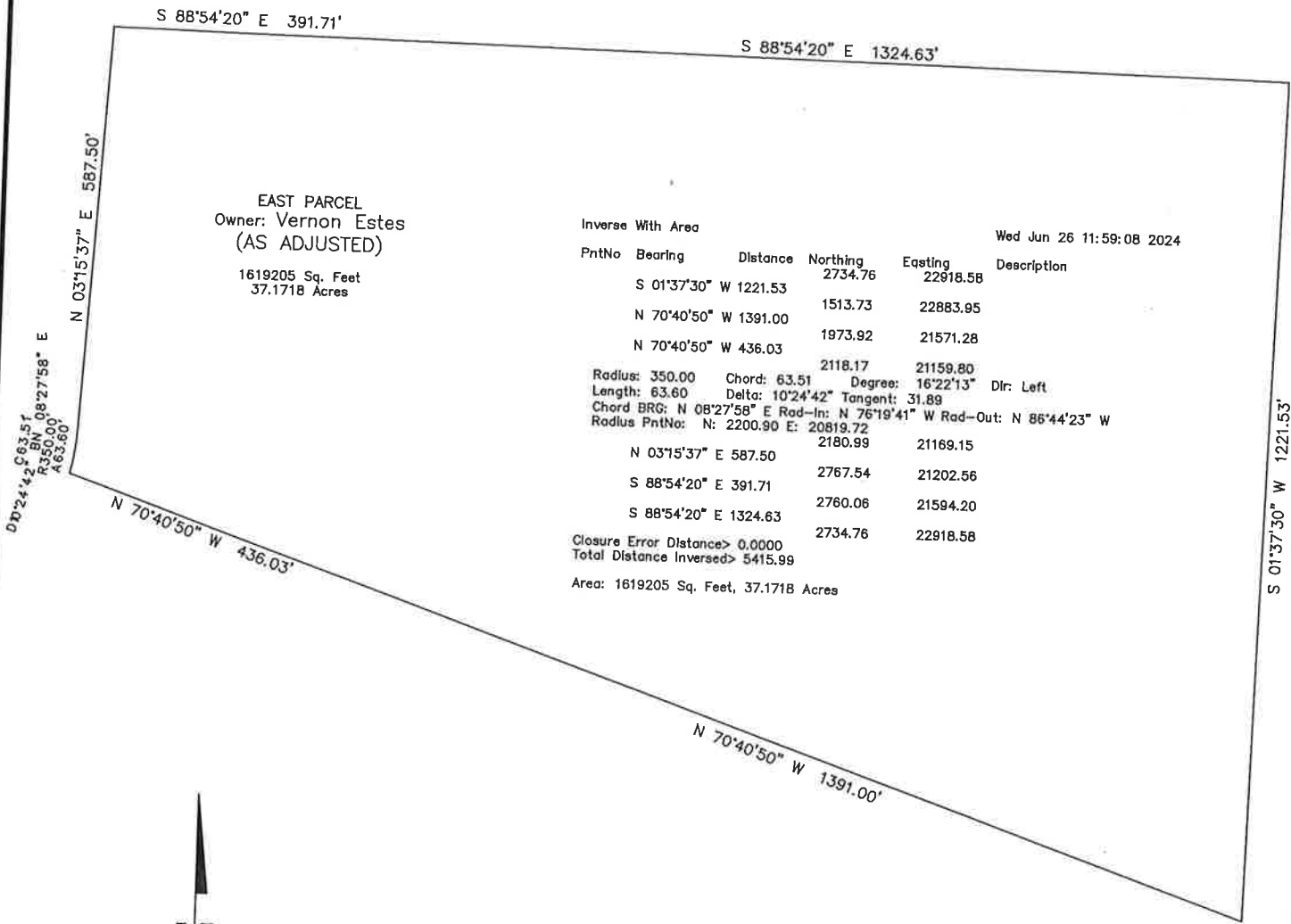
Required Attachments:

- Application  Current Deeds  Application Fee \_\_\_\_\_
- Title Commitment (dated within 30 days of submittal)
- Copies of all exceptions from Schedule B of title Commitment
- Ratiications (will be required prior to recording, form will be provided by county to applicant)
- Plat (LLA / VILL) Deeds (BLA)
- Plat/Map w/ Improvements or Improvement statement
- \_\_\_\_ Utility / Easement Notifications (certified mail receipts)
- Closure sheets for each lot
- Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

# BOUNDARY CLOSURE SHEET

## ESTES PROPERTY BOUNDARY LINE ADJUSTMENT

### FREMONT COUNTY, COLORADO



EAST PARCEL  
Owner: Vernon Estes  
(AS ADJUSTED)  
1619205 Sq. Feet  
37.1718 Acres

Wed Jun 26 11:59:08 2024

| Inverse With Area   |               |          |          |          |
|---|---------------|----------|----------|----------|
| PntNo   | Bearing       | Distance | Northing | Easting  |
|   | S 01°37'30" W | 1221.53  | 2734.76  | 22918.58 |
|   | N 70°40'50" W | 1391.00  | 1513.73  | 22883.95 |
|   | N 70°40'50" W | 436.03   | 1973.92  | 21571.28 |
|   | N 70°40'50" W | 436.03   | 2118.17  | 21159.80 |
| Radius: 350.00 Chord: 63.51 Degree: 16°22'13" Dir: Left               |               |          |          |          |
| Length: 63.60 Delta: 10°24'42" Tangent: 31.89                         |               |          |          |          |
| Chord BRG: N 08°27'58" E Rad-In: N 76°19'41" W Rad-Out: N 86°44'23" W |               |          |          |          |
|   | N 03°15'37" E | 587.50   | 2180.99  | 21169.15 |
|   | S 88°54'20" E | 391.71   | 2767.54  | 21202.56 |
|   | S 88°54'20" E | 1324.63  | 2760.06  | 21594.20 |
|   | S 88°54'20" E | 1324.63  | 2734.76  | 22918.58 |

Closure Error Distance > 0.0000  
Total Distance Inversed > 5415.99  
Area: 1619205 Sq. Feet, 37.1718 Acres

D 10°24'42" Δ 63.51  
 R 350.00  
 Δ 63.60  
 S 08°27'58" E

S 01°37'30" W 1221.53'



SCALE: 1" = 250'

SHEET 1 OF 1



PLANNING • SURVEYING

www ldc-inc.com • TEL: (719) 528-6133 • FAX: (719) 528-6848

3898 MAIZELAND ROAD • COLORADO SPRINGS, CO 80909

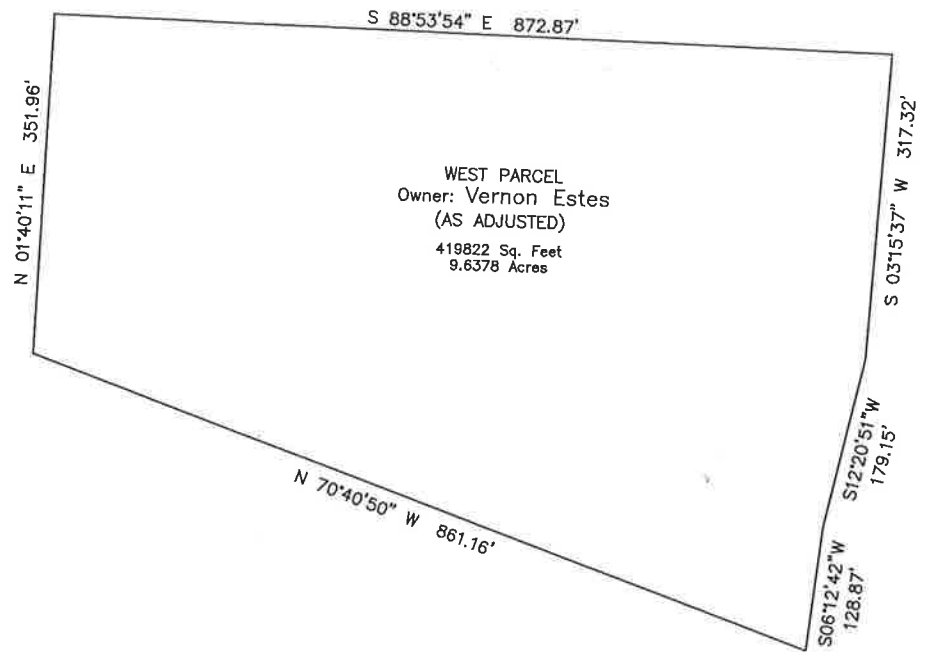
|              |                      |
|--------------|----------------------|
| DWN BY: DAS  | DATE: 06/26/2024     |
| CK'D BY: DLK | REF. NO.: ESTES-EAST |

#### REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
|     |             |      |    |
|     |             |      |    |
|     |             |      |    |

PROJECT NUMBER  
17047

**BOUNDARY CLOSURE SHEET**  
**ESTES PROPERTY BOUNDARY LINE ADJUSTMENT**  
**FREMONT COUNTY, COLORADO**



Wed Jun 26 12:00:07 2024

| PntNo | Bearing       | Distance | Northing | Easting  | Description |
|-------|---------------|----------|----------|----------|-------------|
|       | S 12°20'51" W | 179.15   | 2028.15  | 24810.05 |             |
|       | S 06°12'42" W | 128.87   | 1853.14  | 24771.74 |             |
|       | N 70°40'50" W | 861.16   | 1725.03  | 24757.80 |             |
|       | N 01°40'11" E | 351.96   | 2009.93  | 23945.13 |             |
|       | S 88°53'54" E | 872.87   | 2361.74  | 23955.39 |             |
|       | S 03°15'37" W | 317.32   | 2344.96  | 24828.10 |             |
|       |               |          | 2028.15  | 24810.05 |             |

Closure Error Distance > 0.0000  
 Total Distance Inversed > 2711.34  
 Area: 419822 Sq. Feet, 9.6378 Acres



SCALE: 1" = 200'

SHEET 1 OF 1



PLANNING • SURVEYING

www ldc-inc.com • TEL: (719) 528-6133 • FAX: (719) 528-6848

3898 MAIZELAND ROAD • COLORADO SPRINGS, CO 80909

DWN BY: DAS      DATE: 06/26/2024

CK'D BY: DLK      REF. NO.: ESTES-WEST

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
|     |             |      |    |
|     |             |      |    |
|     |             |      |    |

PROJECT NUMBER

17047

exception

Mr. Commissioner Canterbury moved the adoption of the following resolution: 2:50p.

RESOLUTION NO. 8

Series of 19 84

VERNON ESTES

SW 84-9

6918- 33 34

NORMA HATFIELD  
Fremont County Clerk and Recorder

7:50p.  
B 718 P0776

APR 30 1985

Filed for record  
Reception No. 515745

BE IT RESOLVED by the Board of County Commissioners of Fremont County;

THAT WHEREAS, VERNON ESTES

have submitted application for a waiver from strict performance under the Subdivision Regulations of the County of Fremont;

AND WHEREAS, such application has been submitted and it appears that such application meets the requirements of the Board of County Commissioners of Fremont County for the waiver of the procedures required under the Subdivision Regulations of this County.

NOW, THEREFORE, BE IT RESOLVED:

THAT the application of VERNON ESTES

for waiver from performance under the Subdivision Regulations of Fremont County is hereby approved in accordance with such application.

Mr. Commissioner Vrtis seconded the adoption of the foregoing resolution and upon vote of the Commissioners as follows:

Mr. Commissioner Canterbury: aye  
Mr. Commissioner Decker: aye  
Mr. Commissioner Vrtis: aye

Whereupon the resolution was declared to be duly adopted.

DATED this 10th day of September, 1984.

Mal Herber  
CHAIRMAN

CONDITIONAL UPON:

The following must be submitted on or before 60 days:

DATE: September 4, 1984

FILE #: B 718 P0777

TYPE OF SUBMISSION:

Exemption       Resubdivision       Preliminary Plan  
 Minor Subdivision       Sketch Plan       Final Plat

NAME OF SUBDIVISION: FREMONT COUNTY/ESTES PROPERTY LINE ADJUSTMENT-WAIVER

LEGAL DESCRIPTION & ACREAGE: A portion of the SE1/4, Section 33, T18S, R69W, 6th P.M.  
Fremont County, Colorado

(Contains 7.6± Acres)

GENERAL LOCATION OF PROPERTY:

Southeast corner of U.S. 50 & State Hwy. 67 intersection

TYPE OF SUBDIVISION (USES):

Single Family       Condominium       Commercial (probable)  
 Apartments       Mobile Home       Industrial

OWNERS:

Name: Vernon Estes  
Address: 225 Main Street  
Canon City, CO 81212 Ph. 275-3306

SUBDIVIDERS:

Name: same as owner  
Address: \_\_\_\_\_  
Ph. \_\_\_\_\_

CONSULTANTS:

Name: Ponderosa Engineering  
Address: 310 Dozier Avenue  
Canon City, CO 81212 Ph. 275-7434

EXISTING ZONING: agricultural      TOTAL ACREAGE: 7.6± Acres

NUMBER OF LOTS: one      AVERAGE LOT SIZE: 7.6± Acres

LINEAL FT. OF NEW STREETS: N/A      WIDTH OF NEW STREETS: N/A

WATER SOURCE: City of Florence      SEWAGE DISPOSAL SOURCE: individual septic systems

HEATING SOURCE: Greeley Gas      POWER SOURCE: Southern Colorado Power

TELEPHONE SOURCE: Mountain Bell

OTHER PERTINENT INFORMATION: This application is a request for a property line  
adjustment on a common boundary with Fremont County property and will create no  
additional parcels of land.

X *Vernon Estes*

OWNERS OR APPLICANTS SIGNATURE



**PONDEROSA ENGINEERING**

CHARLES R. RUPP, P.E. - L.S.

310 Dozier Avenue

Cañon City, Colorado 81212

Phone 275-7434

August 24, 1984

B 718 P0778

SUGGESTED DESCRIPTION, FINAL ESTES PARCEL

A Tract of land in the NW1/4SE1/4 and the SW1/4SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of Colorado State Highway 67 with the South line of said NW1/4SE1/4, from which the Southwest corner of said NW1/4SE1/4 bears S89°38'26"W a distance of 314.74 feet; thence N45°15'26"E along said Easterly right-of-way line a distance of 580.58 feet to the Southerly right-of-way line of U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance 577.74 feet; thence S45°15'26"W, 713.09 feet; thence N59°27'46"W, 529.68 feet to the point of beginning.





# PONDEROSA ENGINEERING

CHARLES R. RUPP, P.E. - L.S.

310 Dozier Avenue

Cañon City, Colorado 81212

Phone 275-7434

August 24, 1984

B 718 P0779

## SUGGESTED DESCRIPTION, ESTES TO COUNTY PARCEL

A Tract of land in the N1/2SE1/4 of Section 33, T18S, R69W of the 6th P.M.,  
Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of U.S. Highway 50 with the South line of said N1/2SE1/4; thence S89°38'26"W along the South line of said N1/2SE1/4, a distance of 926.42 feet; thence N45°15'26"E, 324.24 feet to the Southerly right-of-way line of said U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance of 730.78 feet to the point of beginning.

B 718 P0780

STATUTORY QUIT CLAIM DEED

VERNON ESTES, whose address is 1511 Park Avenue, City of Canon City, County of Fremont, and State of Colorado, for the consideration of TEN DOLLARS, in hand paid, hereby sells and quit claims to the COUNTY OF FREMONT, whose address is P. O. Box 1007, City of Canon City, County of Fremont, and State of Colorado, the following real property in the County of Fremont and State of Colorado, to-wit:

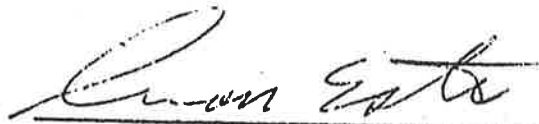
A Tract of land in the N1/2SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of U.S. Highway 50 with the South line of said N1/2SE1/4; thence S89°38'26"W along the South line of said N1/2SE1/4, a distance of 926.42 feet; thence N45°15'26"E, 324.24 feet to the Southerly right-of-way line of said U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance of 730.78 feet to the point of beginning.

Address: vacant land

with all its appurtenances.

Date: March 7, 1985.

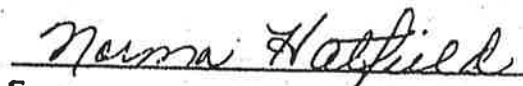
  
VERNON ESTES

STATE OF COLORADO )  
                          ) ss.  
County of Fremont )

The foregoing instrument was acknowledged before me this 7 day of March, 1985, by VERNON ESTES.

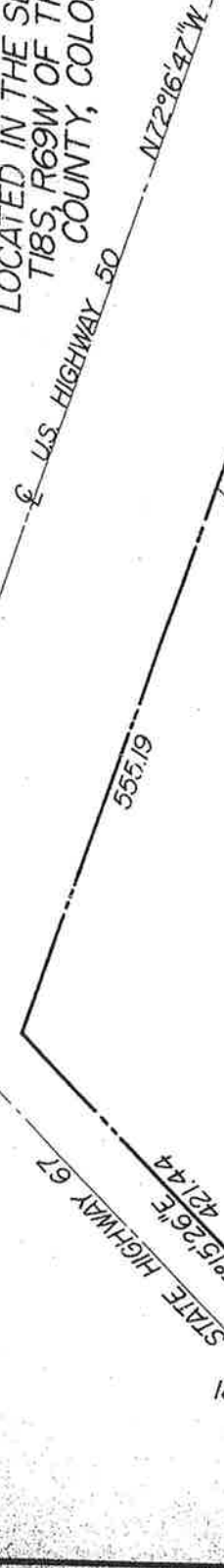
WITNESS my hand and official seal.

My commission expires:

  
Fremont County Clerk & Recorder  
~~Notary Public~~

# THE FREMONT COUNTY/ESTES PROPERTY LINE ADJUSTMENT B 718 P 0781

LOCATED IN THE SE1/4 OF SECTION 33,  
T18S, R69W OF THE 6th PM., FREMONT  
COUNTY, COLORADO.



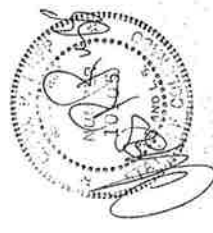
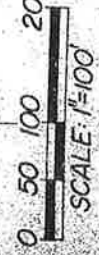
(ESTES)

(COUNTY)

(COUNTY)

THIS IS TO CERTIFY THAT IN SEPTEMBER, 1984 THE SURVEY SHOWN HEREON OF A PORTION OF THE SE1/4 OF SECTION 33, T18S, R69W OF THE 6th PM., WAS PERFORMED UNDER MY DIRECTION AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY.

NOTES:  
ALL DIMENSIONS ARE GIVEN IN FEET.  
• DENOTES 1/2" REBAR W/CAP NO. 10105 SET  
♦ DENOTES 5/8" REBAR W/CAP NO. 10377 FOUND  
BASE OF BEARINGS, THE SOUTH LINE OF THE NW1/4SE 1/4 OF SECTION 33 T18S, R69W OF THE 6th PM., TAKEN AS N89°38'26"E.



PONDEROSA ENGINEERING

exception  
2

Mr. Commissioner Canterbury moved the adoption of the following resolution:

Filed for record

APR 30 1985

2:50 P.M.

NORMA HATFIELD  
Fremont County Clerk and Recorder

Reception No. 515744

RESOLUTION NO. 80

B 718 P0771

Series of 19 84

FREMONT COUNTY

SW 84-8

6918 33 34

BE IT RESOLVED by the Board of County Commissioners of Fremont County;

THAT WHEREAS, FREMONT COUNTY have submitted application for a waiver from strict performance under the Subdivision Regulations of the County of Fremont;

AND WHEREAS, such application has been submitted and it appears that such application meets the requirements of the Board of County Commissioners of Fremont County for the waiver of the procedures required under the Subdivision Regulations of this County.

NOW, THEREFORE, BE IT RESOLVED:

THAT the application of FREMONT COUNTY for waiver from performance under the Subdivision Regulations of Fremont County is hereby approved in accordance with such application.

Mr. Commissioner Vrtis seconded the adoption of the foregoing resolution and upon vote of the Commissioners as follows:

Mr. Commissioner Canterbury: aye  
Mr. Commissioner Decker: aye  
Mr. Commissioner Vrtis: aye

Whereupon the resolution was declared to be duly adopted.

DATED this 10th day of September, 19 84.

Stale Jackson  
CHAIRMAN

CONDITIONAL UPON:

The following must be submitted on or before 60 days:

DATE: August 17, 1984

FILE #: B 718 P0772

TYPE OF SUBMISSION:

X Exemption Resubdivision Preliminary Plan
Minor Subdivision Sketch Plan Final Plat

NAME OF SUBDIVISION: FREMONT COUNTY/VERNON ESTES PROPERTY LINE ADJUSTMENT

LEGAL DESCRIPTION & ACREAGE: A Portion of the SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado

GENERAL LOCATION OF PROPERTY:

Southeast corner of U.S. 50 & State HWY 67

TYPE OF SUBDIVISION (USES):

Single Family Condominium X Commercial
Apartments Mobile Home X Industrial

OWNERS:

Name: Fremont County & Vernon Estes
Address: County Courthouse
Canon City, CO 81212 Ph. 275-1511

SUBDIVIDERS:

Name: N/A
Address:
Ph.

CONSULTANTS:

Name: Ponderosa Engineering
Address: 310 Dozier Avenue
Canon City, CO 81212 Ph. 275-7434

EXISTING ZONING: agricultural/indst. TOTAL ACREAGE:

NUMBER OF LOTS: N/A AVERAGE LOT SIZE: N/A

LINEAL FT. OF NEW STREETS: N/A WIDTH OF NEW STREETS: N/A

WATER SOURCE: N/A SEWAGE DISPOSAL SOURCE: N/A

HEATING SOURCE: N/A POWER SOURCE: N/A

TELEPHONE SOURCE: N/A

OTHER PERTINENT INFORMATION: This adjustment will alter the configuration of both tracts so as to be more beneficial to both parties.

Handwritten signature of the owner or applicant.

OWNERS OR APPLICANTS SIGNATURE

FOR: COUNTY OF FREMONT & VERNON ESTES

STATUTORY QUIT CLAIM DEED

B 718 P0773

COUNTY OF FREMONT, whose address is P. O. Box 1007, City of Canon City, County of Fremont, and State of Colorado, for the consideration of TEN DOLLARS, in hand paid, hereby sells and quit claims to VERNON ESTES, whose address is 1511 Park Avenue, City of Canon City, County of Fremont, and State of Colorado 81212, the following real property in the County of Fremont and State of Colorado, to-wit:

A Tract of land in the NW1/4SE1/4 and the SW1/4SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at a point on the South line of said NW1/4SE1/4 from which the Southwest corner of said NW1/4SE1/4 bears S89°38'26"W, a distance of 450.00 feet; thence N89°38'26"E along said South line a distance of 597.16 feet; thence S45°15'26"W, 388.85 feet, thence N59°27'46"W, 529.68 feet to the Easterly right-of-way line of Colorado State Highway 67; thence N45°15'26"E along said Easterly right-of-way line a distance of 190.78 feet; thence S0°06'27"W, 133.44 feet to the point of beginning.

Address: vacant land

with all its appurtenances.

Date: March 7, 1985.

COUNTY OF FREMONT

By: Gale Decker  
GALE DECKER, Chairman of the Board of County Commissioners

STATE OF COLORADO )  
                          ) ss.  
County of Fremont )

The foregoing instrument was acknowledged before me this 7 day of March, 1985, by GALE DECKER as Chairman of the Board of County Commissioners of Fremont County.

WITNESS my hand and official seal.

My commission expires:

Norman Hatfield

Notary Public

Fremont County Clerk



**PONDEROSA ENGINEERING**

CHARLES R. RUPP, P.E. - L.S.

310 Dozier Avenue

Cañon City, Colorado 81212

Phone 275-7434

B 718 P0774

August 24, 1984

SUGGESTED DESCRIPTION, COUNTY TO ESTES PARCEL

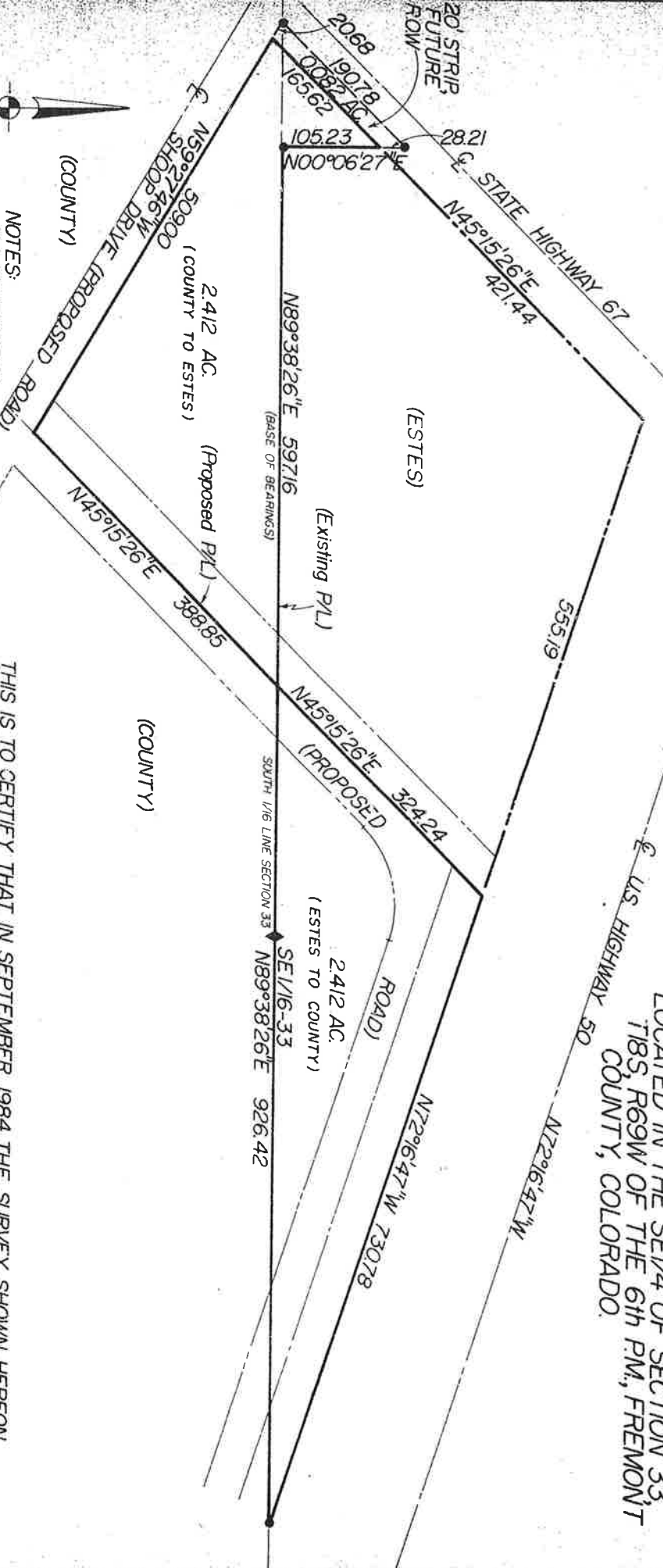
A Tract of land in the NW1/4SE1/4 and the SW1/4SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at a point on the South line of said NW1/4SE1/4 from which the Southwest corner of said NW1/4SE1/4 bears S89°38'26"W, a distance of 450.00 feet; thence N89°38'26"E along said South line a distance of 597.16 feet; thence S45°15'26"W, 388.85 feet; thence N59°27'46"W, 529.68 feet to the Easterly right-of-way line of Colorado State Highway 67; thence N45°15'26"E along said Easterly right-of-way line a distance of 190.78 feet; thence S0°06'27"W, 133.44 feet to the point of beginning.



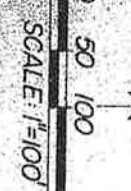
# THE FREMONT COUNTY/ESTES PROPERTY LINE ADJUSTMENT B 718 P0775

LOCATED IN THE SE1/4 OF SECTION 33,  
T18S, R69W OF THE 6th PM, FREMONT  
COUNTY, COLORADO.



THIS IS TO CERTIFY THAT IN SEPTEMBER, 1984 THE SURVEY SHOWN HEREON  
OF A PORTION OF THE SE1/4 OF SECTION 33, T18S, R69W OF THE 6th PM,  
WAS PERFORMED UNDER MY DIRECTION AND THAT THIS PLAT CORRECTLY  
REPRESENTS SAID SURVEY.

NOTES:  
ALL DIMENSIONS  
ARE GIVEN IN FEET  
• DENOTES 1/2 REBAR  
W/CAP NO. 10105 SET  
♦ DENOTES 5/8" REBAR W/CAP  
NO. 10377, FOUND  
BASE OF BEARINGS: THE SOUTH LINE  
OF THE NW1/4SE1/4 OF SECTION 33,  
T18S, R69W OF THE 6th PM, TAKEN  
AS N89°38'26"E.



PONDEROSA ENGINEERING



Exception 3

Filed for record NOV 16 1984  
Reception No. 511454

3:20 PM  
NORMA HATFIELD  
Fremont County Clerk and Recorder -0-

B712 P083

Mr. Commissioner Canterbury moved the adoption of the following resolution:

RESOLUTION NO. 87  
SERIES OF \_\_\_\_\_

BE IT RESOLVED by the Board of County Commissioners of Fremont County;  
THAT WHEREAS, an application was received for the amendment of the zoning map of Fremont County to change from an existing classification of Agricultural to Industrial certain described real property;  
AND WHEREAS, pursuant to resolution previously adopted the Planning Commission of Fremont County recommended the approval of such application;  
AND WHEREAS, notice was duly published of a public hearing to consider such application; the aforesaid publication being attached hereto.  
NOW THEREFORE, BE IT RESOLVED that the above and foregoing application and request for change be and is hereby approved; that the zoning classification of the hereinafter described real property is changed from Agricultural to Industrial, and that the zoning map of Fremont County be and is hereby amended to show and record such change of classification, and that the description of the real property so affected is described as follows:

LEGAL DESCRIPTION

A portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 33, Township 18 South Range 69 West of the 6th P.M. Fremont County Described as follows: Beginning at the point of intersection of the southerly r-o-w line of US Highway 50 with the S line of the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Sec. 33; th S 89°38'26"W alg the S line of said N $\frac{1}{2}$ SE $\frac{1}{4}$  a distance of 926.42 ft; th N 45°15'26"E, 324.24 ft to the sly r-o-w line of U.S. Highway 50; thence S 72°16'47" E alg said sly r-o-w line a distance of 730.78 ft to the point of beginning.

*Duly Secanded by Comm. Vrtis*

Commissioner Roy Canterbury: *ayr*  
Commissioner John Vrtis *ayr*  
Commissioner Gale Decker *ayr*

Whereupon the resoultion was declared to be duly adopted.

dated this 13th day of November, 19 84.

*Gale Decker*  
BOARD OF COUNTY COMMISSIONERS CHAIRMAN

### WARRANTY DEED

exception  
4

THIS DEED, made this 11th day of June, 1974 between  
GOLDEN CYCLE LAND CORPORATION, a Colorado Corporation, as party of the first part, and  
Vernon Estes, as Sole Proprietor  
of the County of Fremont and State of Colorado  
referred to hereinafter individually or collectively as party of the second part:

STATE DOCUMENTARY FEE  
Date April 23 1975  
Amount \$ 7.02

D.F.  
7.02

Witnesseth, that the said party of the first part, for and in consideration of the sum of (\$ 70,244.00)

Seventy Thousand Two Hundred Forty-four and 00/100----- DOLLARS,  
paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, has bargained,  
sold, and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, all  
such party's heirs and assigns forever, all the following land situate in the County of Fremont  
and State of Colorado, described as follows, to-wit: Section 33, Township 18 South, Range 69 West of the  
6th Principal Meridian:  
NW 1/4 NE 1/4 38.24 Acres NE 1/4 SW 1/4 33.20 Acres NE 1/4 SE 1/4 34.07 Acres  
SW 1/4 NE 1/4 38.28 Acres NW 1/4 SE 1/4 31.82 Acres TOTAL ACRES 175.61

Subject to all existing rights-of-way and easements for ditches, utilities, pipe lines,  
reservoirs and roads.

A 30 foot easement is reserved by Seller on and along certain property lines of the following  
tracts for access by Seller and the public to other properties: NW 1/4 of NE 1/4-North pro-  
perty line; NE 1/4 of SW 1/4-West property line and South property line; NW 1/4 of SE 1/4-  
South property line; NE 1/4 of SE 1/4-South property line. \*\*

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rever-  
sion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and  
demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the  
hereditaments and appurtenances.

To Have And To Hold the said premises above bargained and described, with the appurtenances, unto the said party of the  
second part, all, such party's heirs and assigns forever. And the said party of the first part, for itself, its successors and assigns,  
does covenant, grant, bargain and agree to and with the said party of the second part, all such party's heirs and assigns,  
that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, as of good, sure,  
perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority  
to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all  
former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind and nature soever except  
mineral rights, water rights, and other reservations of record and subject to protective covenants of record, and taxes for  
1974 and thereafter

\*\* Excepting and reserving to Seller all Minerals, Mineral Rights, and all Water Rights

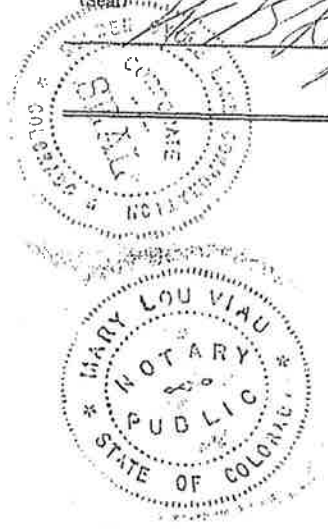
and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, all such party's heirs  
and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of  
the first part shall and will warrant and forever defend.

In Witness Whereof, the said party of the first part has affixed hereto its corporate subscription and seal the day and year  
first above written.

ATTEST

(Seal) W. B. Kopper  
Secretary

GOLDEN CYCLE LAND CORPORATION  
By: Curtis R. Low  
Title: Vice President



STATE OF COLORADO }  
COUNTY OF El Paso } ss.  
The foregoing Warranty Deed was duly acknowledged before me this 11th  
day of June, 1974 by  
Curtis R. Low the Vice President  
of GOLDEN CYCLE LAND CORPORATION and attested by  
W. B. Kopper the Secretary of GOLDEN  
CYCLE LAND CORPORATION.

My Commission Expires: My Commission Expires Dec. 20, 1977  
Mary Lou Viau  
Notary Public



exception  
5

EASEMENT

T 18S.

R/W No. \_\_\_\_\_

R 69W.

Fremont County, Colorado

Section 33

**EASEMENT FOR ELECTRIC & COMMUNICATIONS LINES**

THIS EASEMENT, made and entered into this 26 day of March 2019, by and between *Vernon Estes, at State Highway 50 and County Road 67, Fremont, Colorado*, "GRANTOR" and Black Hills/Colorado Electric Utility Company, LP, d/b/a/ Black Hills Energy, having offices at 3110 Utility Lane, Cañon City, Colorado 81212, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Fremont County, Colorado, "GRANTEE".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of *one dollars and no/100 (\$1.00)* and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, upgrade, update, uprate and enhance on, under and over the easement described below, and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, audio communications, visual communications, and data communications, and all appurtenances and appliances necessary in connection therewith including the right to install and maintain anchors and guy wires outside the right of way when reasonably necessary, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of *Fremont* in the State of Colorado, are described as follows:

*A Fifteen (15) foot electrical easement located in the Southwest of the Southeast Quarter of Section 33, Township 18 South, Range 69 West of the 6th P.M., Fremont County, Colorado, described as follows:*

*The easterly fifteen feet of the northerly 317.32 feet of that parcel recorded in Book 1364 at Page 577 of the Fremont County records.*

*The above described easement contains 4756 Sq. Ft.± / 0.11 Acres± and is subject to any existing easements and/or rights of way.*

*The West line of County Road 67 bears S01°44'00"W, as monumented on each end by a #4 rebar and yellow plastic cap PLS# 18465.*

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for damage caused to land, growing crops, fences, livestock or other personal property of Grantor, from the construction, operations or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, *Vernon Estes*, have hereunto executed this Easement on the day first above written.

X   
*Vernon Estes*

Grantor's address and telephone number: 702 Ridgewood Road, Canon City, Colorado 81212, PH 719-251-3989.

ACKNOWLEDGEMENT

STATE OF COLORADO }  
  } ss.  
COUNTY OF FREMONT }

On this 26 day of Mar, 2019, before me, a Notary Public, personally appeared *Vernon Estes*, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

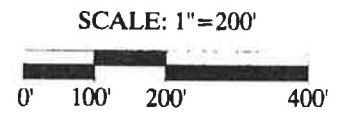
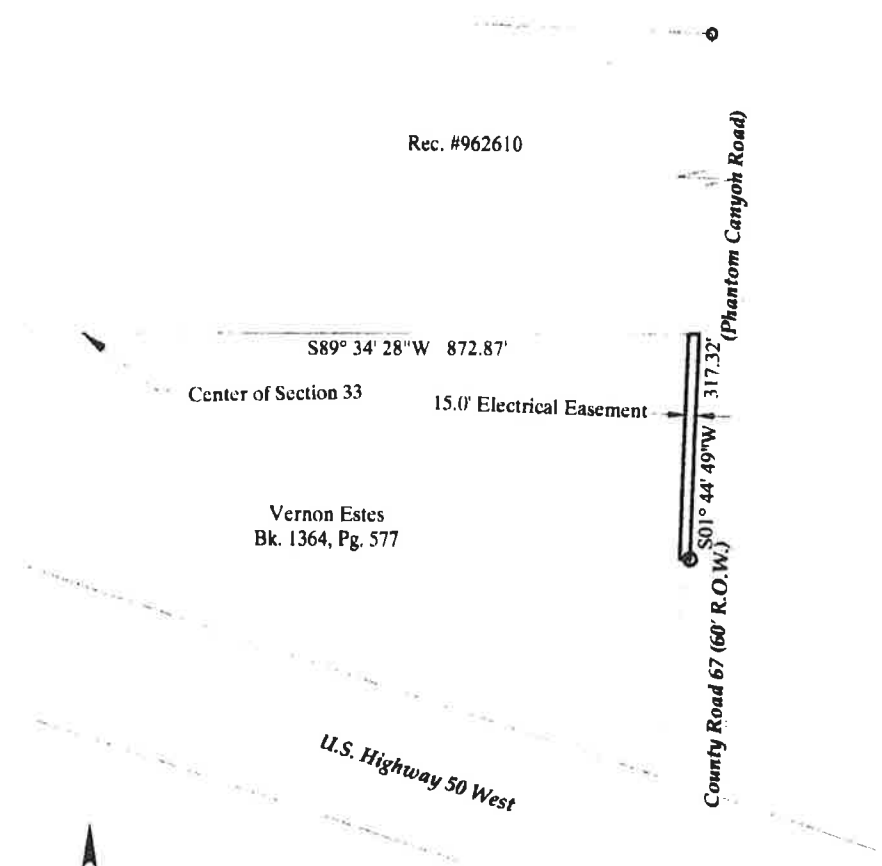
STACY ERWIN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184038530  
MY COMMISSION EXPIRES SEPT. 28, 2022

  
Notary Public in and for said State

My commission expires: 9/28/2022

After recording, please return to Warren Heifner, agent for Black Hills Energy, 3110 Utility Lane, Canon City, CO, 81212, ph: 719-546-5811. Thank you.

PN: 66001370      EXHIBIT "A"      Vernon Estes



○ #4 Rebar w/ yellow plastic cap PLS#18465

**LEGAL DESCRIPTION**

*A Fifteen (15) foot electrical easement located in the Southwest of the Southeast Quarter of Section 33, Township 18 South, Range 69 West of the 6th P.M., Fremont County, Colorado, described as follows:*

*The easterly fifteen feet of the northerly 317.32 feet of that parcel recorded in Book 1364 at Page 577 of the Fremont County records.*

*The above described easement contains 4756 Sq. Ft.± / 0.11 Acres± and is subject to any existing easements and/or rights of way.*

*The West line of County Road 67 bears S01°44'00\"/>*

|  |   |
|--|---|
| Southern Colorado Land Surveying, Inc<br>184 S. Tiffany Dr. Unit 106<br>Pueblo West, CO 81007<br>Phone: (719) 542-9169 Fax: (719) 542-9183 | Project: BHE19-06<br>Date: 3/22, 2019<br>Client: Paul Bond<br>Dwn: KDC Checked: JNT |
|--|---|

exception  
6

July 31, A. D. 1933, I did, in accordance with and by virtue of said Decree on Monday, the 7th day of August, A. D. 1933, levy upon the following described real estate, situate in said Fremont County, State of Colorado, to wit:-

"East half (E½) of Lot "B" (reserved) in Block numbered one (1) in the Subdivision of Wilson's Gardens to the Town (now city) of Florence, Colorado."

That said property is also described as follows:

The South Half (S½) of Lot Twelve, (12), all of Lot Thirteen, (13), and the North Four and Seventy-five hundredths (N. 4.74) feet of Lot Fourteen (14), Block One (1), further described as the East Half (E½) of Lot Designated "B" (reserved) in Block numbered One (1) in the Subdivision of Wilson's Gardens to the Town, (Now City) of Florence, Colorado.

That both descriptions cover identically the same property.

D. P. VAN BUSKIRK  
Sheriff Fremont County, Colorado

186939

STATE OF COLORADO)  
COUNTY OF FREMONT) ss  
Filed for record  
Aug 7, 1933 @ 1:45 P.M.  
Katherine Komfala, Recorder,  
Mary J. McDonough, Deputy.  
Fee 75¢

STATE OF COLORADO)  
COUNTY OF PUEBLO) ss

LESLIE DURHAM, being first duly sworn upon his oath deposes and says; that he is one of the heirs at law of W. A. Durham, Deceased, that the said W. A. Durham died intestate in the City of Florence, Colorado, on the 13th day of Sept., A. D. 1928; that at the time of his death, he was the owner of an undivided one-half interest in and to Lots eighteen (18) and nineteen (19), Block two (2), Wilson's Gardens Addition to Florence, Colorado; that this Affiant and Leslie Durham and Oscar Durham, are the sole and only surviving heirs at law of the said W. A. Durham, Deceased and are over the age of twenty-one years; that the said M. J. Durham is the widow and the other two are the sons of the said W. A. Durham, Deceased; that there are no debts existing against the said Deceased.

LESLIE DURHAM,  
OSCAR DURHAM,

Subscribed and sworn to before me this 15th day of April, A. D. 1929.  
My commission expires August 7 1929.

(NOTARIAL SEAL)

E. T. JESTER, Notary Public

Subscribed and sworn to before me this 17th day of April, A. D. 1929, as to Oscar Durham.  
My commission expires July 27th, 1932.

(NOTARIAL SEAL)

THOMAS W. MIDDLEKAMP,  
Notary Public.

186946

STATE OF COLORADO)  
COUNTY OF FREMONT) ss  
Filed for record  
Aug 8, 1933 @ 8:01 A.M.  
Katherine Komfala, Recorder,  
Mary J. McDonough, Deputy.  
Fee \$1.75

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 11th day of January, A. D. 1933, by and between Beaver Park Company, a corporation of the State of Colorado, party of the first part and C. E. Puckett, of Pueblo County, State of Colorado., party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the royalties hereinafter agreed to be paid and of the covenants and agreements hereinafter expressed to be kept and performed by the said party of the second part, has leased, let and demised and by these presents does lease, let and demise unto the said party of the second part the following described premises, to-wit:

All of Section 33, Township 18 south of Range 69 West of the 6th P.M. Fremont County, Colorado.

TO HAVE AND TO HOLD, unto the said party of the second part for the term of one year from the date hereof; the said party of the first part hereby giving and granting to the party of the second part the following rights, powers and privileges, to-wit: to prospect, bore, drill, mine and develop the said premises for oil and gas; to erect, construct and maintain machinery, tanks, pipe lines, refineries, tramways, cable lines, dwelling houses and any and all structures which may be necessary or proper to be erected, constructed or maintained for the purpose of prospecting, boring, drilling and developing the said premises as aforesaid, and of storing, using and disposing of oil and gas found or discovered upon the said premises or upon premises in the vicinity thereof.

The said party of the second part covenants and agrees as follows, to-wit:  
 FIRST: To pay and deliver as royalty to the said party of the first part, the equal one-eighth part of all oil and gas produced and saved from the leased premises.

SECOND: To commence in said Section 33-18-69, County of Fremont, State of Colorado, within one year from the date hereof to drill a well for oil and to continue the work thereon with due diligence until the said well shall have reached the depth at which oil or gas has been discovered, by said party of the second part on adjoining tract.

It is hereby further covenanted and agreed that any and all fixtures, buildings, machinery and improvements of every description erected upon the said land and premises under and by virtue of this lease may be removed within thirty days from and after the termination of this agreement; that the said party of the second part shall have the right to take and use water from any ditch or ditches, stream or streams, spring or springs in and upon the said land and premises, so far as may be necessary for the operation of whatever machinery may be necessary or proper to be used on account of this agreement; that the said land and premises, and any part thereof, may be sublet, and any or all rights existing under and by virtue of this agreement may be assigned or transferred; that the title to any and all oil or gas found or discovered in or upon the said land and premises shall be in the said party of the second part, subject, however, to the payment of the royalty herein reserved to be paid; that if the said party of the second part shall fail in any respect to keep and fulfill any and all agreements herein expressed or implied, then, and in that case it shall be lawful for the said party of the first part, its agent or attorney to declare this lease void and of no effect thereafter, and without process of law to enter upon and take possession of said premises; and that in such case, or at the expiration of this lease by limitation, the said party of the second part shall surrender, yield and deliver to said party of the first part quiet and peaceable possession of said premises in good condition.

It is mutually agreed that if water suitable for irrigation shall be found, and drilling operations or wells drilled are so abandoned by the party of the second part, the party of the first part may, at its option, pay for such casing at its reasonable salvage value, and thereupon said water and said well shall be and become the property of the party of the first part.

Each and every grant, promise and covenant herein made by either party hereto is and shall be a grant, promise and covenant of the heirs, administrators, executors successors and assigns of such party, and any right, privilege or property herein granted to either of the parties hereto shall be a right, privilege and property of the heirs, executors, administrators, successors and assigns of such party.

IN WITNESS WHEREOF, The said parties hereto have hereunto set their hands and seals the day and year first above written.

Attest:

Beaver Park Company

R. J. MONTGOMERY,  
 Secretary, (CORPORATE SEAL)

By CHAS. L. TUTT, President.  
 Party of the first part.

Party of the second part. (SEAL)  
 C. E. PUCKETT (SEAL)

STATE OF COLORADO )  
 COUNTY OF PUEBLO ) ss

I, LEWIS W. LEININGER, a Notary Public in and for said County in the State aforesaid, do hereby certify that C. E. Puckett personally known to me to be the person whose name is subscribed to the annexed and foregoing agreement and contract, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9 day of January, A. D. 1933.  
 My commission expires Feb. 26, 1933.

(NOTARIAL SEAL)

LEWIS W. LEININGER, Notary Public.

STATE OF COLORADO )  
 COUNTY OF EL PASO ) ss

I, Merton W. Bogart, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chas. L. Tutt, President, and R. J. Montgomery Secretary, respectively, of Beaver Park Company, a corporation of the State of Colorado, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed the within and foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of January, 1933.  
 My commission expires Dec. 10, 1933.

(NOTARIAL SEAL)

MERTON W. BOGART, Notary Public.

**ANNEXATION AGREEMENT**  
(Estes Property)

THIS ANNEXATION AGREEMENT, dated this 12th day of May, 2014 is between the CITY OF FLORENCE, a municipal corporation of the State of Colorado, herein referred to as "GRANTEE" or "CITY", and VERNON ESTES herein referred to as "GRANTOR".

**I. INTRODUCTION**

GRANTOR owns all of the real property located in Fremont County, Colorado, identified and described as:

**All that property in the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian that lies south of US Highway 50 and west of Colorado State Highway 67.**

Said Parcel having an area of 34.33 acres more or less.

The growth of the City of Florence makes it likely that the property will experience development in the future. Both GRANTEE and GRANTOR are desirous of providing for the annexation of the property into the City in order to ensure its orderly development. Therefore, in consideration of the mutual covenants contained herein, the receipt of which are hereby acknowledged by each of the parties hereto, the GRANTOR and GRANTEE agree as follows:

**II. ANNEXATION**

1. GRANTOR has petitioned the CITY for annexation of the property as set forth in Section I of this Agreement.
2. The annexation will become effective upon final approval by the Florence City Council, recording of the annexation plat and annexation ordinance with the Fremont County Clerk and Recorder.
3. All references to "the property" are to the property described in Section I of this Agreement, except as otherwise indicated.

③  
exception  
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### III. ZONING AND PLATTING

1. Zoning. The initial zoning for the GRANTOR'S property will be determined upon proper application, public hearing and final approval by City Council. Owner acknowledges and understands that the City Council determines what is an appropriate zone district for the property.
2. Rezoning. This property is subject to rezoning as is otherwise provided in the ordinances of the City of Florence. No vested property rights have been created or are intended to be created by this agreement or by any actions which have been taken by the Planning Commission or the City Council, except pursuant to Florence Municipal Code Chapter 16.02 – VESTED PROPERTY RIGHTS.
3. Platting. Platting of property within the annexed area shall be in conformance with the Florence Municipal Code and Subdivision Regulations as such now exist or as they may be amended or modified from time to time in the future.
4. The land use of the property is subject to the police power and legislative authority of the City of Florence.

### IV. PHASING

1. GRANTOR shall be responsible for extending and installing water lines, streets, storm drainage, and all other public improvements at the time of and within the area of development. All obligations imposed on the GRANTOR by the terms of this paragraph shall be completed at the sole expense of the GRANTOR.
2. Maintenance of all roadways within property to be annexed shall be GRANTOR'S responsibility, and at the GRANTOR'S sole expense, until such roadways, or parts thereof, are dedicated and approved by the CITY and the municipal areas they service have been properly platted, pursuant to Title 31, Article 23, Part 1, C.R.S., as amended, and development within each platted area has reached at least 60%.

### V. STORM DRAINAGE

1. GRANTOR shall dedicate rights of way, and design and construct storm drainage facilities within the property, in conformance with the subdivision regulations, design standards and ordinances of the CITY.
2. The storm drainage improvements shall be constructed concurrently with development of the annexed area and in a manner that will minimize flooding in said development areas.
3. Prior to development approval, GRANTOR shall provide a drainage report prepared by a Colorado Registered Engineer, and acceptable to the City, and GRANTOR shall obtain

and provide all on-site and off-site drainage easements and facilities required by that report.

#### **VI. WATER AND SEWER EXTENSIONS AND INSTALLATION**

1. All water and sewer mainline extensions required by the CITY and by the GRANTOR shall be dedicated to the CITY of Florence, or its designee, free of any and all liens and encumbrances whatsoever.
2. GRANTOR will extend water service to the property in accordance with the ordinances and regulations in effect at the time of the specific water request. The first-come, first-served policy will govern availability of water service to the area described in Section I of this Agreement. Water service to the described area may be limited or curtailed in the same manner and to the same extent that such service is limited or curtailed to other City residents.
3. GRANTOR agrees to install, at the GRANTOR's sole expense, water distribution and sewer collection lines within the property. All such water and sewer collection lines, and associated facilities, shall be installed in accordance with the standards and specifications of the CITY of Florence and the Fremont Sanitation District. GRANTOR agrees to dedicate all necessary unobstructed rights-of-way for utility easements needed for water and sewer lines to serve the entire area described herein, or for transmission through the area; which dedication shall be free of all liens and encumbrances whatsoever. The GRANTOR shall grant additional temporary construction easements for installation of water and sewer mains where required by the GRANTEE.
4. GRANTOR will cooperate with the CITY in dedicating, designing, and planning for all utility easements that may be required by the CITY. GRANTOR acknowledges and agrees that the CITY has the right to change unilaterally its water development charge, tap fee, oversize line recovery amounts, and such other fees, charges or allocation of costs as have been adopted or may be adopted in its rules and regulations at any time in the future, so long as such change is applied to the CITY of Florence generally. The GRANTOR will pay, when due, all such fees and charges. All such charges shall be a lien on the property from the date due until paid. Upon the failure of the GRANTOR to pay the fees and charges in a full and timely manner, the CITY may, upon the giving of ten (10) days notice to the GRANTOR, proceed to foreclose its lien on the property in the same manner provided for the foreclosure of mechanic's liens. Such lien foreclosure is subject to all rights or redemption granted by Article 12 of Title 39, C.R.S., as amended.
5. GRANTOR will comply with all requirements of the Fremont Sanitation District in installation and maintenance of sewer lines and facilities.

#### **VII. WATER RIGHTS**

1. GRANTOR grants in perpetuity to the GRANTEE the sole, exclusive right to withdraw, appropriate and use any and all ground water underlying the annexed property.

GRANTOR irrevocably consents in perpetuity, on behalf of itself, and any and all successors and assigns in title, pursuant to Section 39-90-137(8) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation and use by the GRANTEE of all such ground water, and agrees to execute any additional or supplemental consents thereto that may be required for the GRANTEE to withdraw, appropriate, or use said ground water.

~~2. GRANTOR agrees to convey to the GRANTEE on or before the effective date of this annexation by bargain and sale deed the right to withdraw for beneficial uses any and all ground water underlying the GRANTOR's property.~~

### VIII. PUBLIC LAND DEDICATION AND PROVISION OF WATER SHARES

GRANTOR shall dedicate land to the CITY or make a cash payment in lieu thereof, pursuant to Appendix A, Part IV of the City's Subdivision Regulations. This condition shall be fulfilled at the time of the subdivision or prior to issuance of any building permits on the annexed property, whichever occurs first. A cash payment in lieu of a land dedication shall be at the sole option and discretion of the CITY. In addition, CITY would establish the amount of said payment if it decides it wants a cash payment in lieu of land dedication.

In addition, GRANTOR shall provide CITY a sufficient number of shares of Union Ditch Company water, as determined by the CITY, in accordance with the City's most recent Resolution setting forth the same. Transfer of said shares is a condition precedent to the issuance of any water taps to GRANTOR.

### IX. STREETS

1. GRANTOR shall dedicate all rights-of-way for public streets and clear from all liens and encumbrances, and design and fully improve to the CITY's standards all public streets within the property, and one-half of all the streets lying or abutting the exterior boundaries of the property, all at the sole expense of the GRANTOR and without cost to the CITY. If GRANTOR must build the whole street which is abutting the exterior boundary of the property due to other requirements, then GRANTOR shall have the right to contribution of adjacent land owners within the CITY who may not obtain plat approval without such payment. The CITY may not grant such plat approval without said contribution unless the GRANTOR has notified the Planning Commission and the CITY Council, in writing, that the GRANTOR is owed a sum of money pursuant to this provision, the amount owed to the GRANTOR, and the name and address of the property owner from whom such payment is due.

2. GRANTOR shall design and construct streets adjacent to the lands to be dedicated to the CITY at the GRANTOR's sole expense.

3. GRANTOR shall install and pay the cost of any bridges or culverts required by virtue of this proposed development, and in accordance with the applicable ordinances, rules, and regulations of any governmental body or entity having jurisdiction of such matters, whether federal, state, county or municipal.

4. GRANTOR shall pay for installation of traffic and street signs and traffic control devices, permanent barriers, and street lights, together with all associated conduit for all streets within or contiguous to the property. The CITY Manager shall be solely responsible for determining the requirements for such improvements to the property, consistent with State requirements. Street lights will be required on collector and larger streets or at intersections for public safety as determined necessary by the CITY Manager. Upon acceptance of the streets, the CITY or Colorado Department of Transportation, as appropriate, will maintain any traffic and street signs and traffic control devices, provided that they meet CITY and State standards. Street lights will be maintained pursuant to the CITY's franchise agreement with the electrical provider.

5. GRANTOR shall be responsible for naming all streets within the development subject to the approval of the CITY Manager.

#### **X. UNDERGROUND UTILITIES**

All new utilities installed within the property shall be installed underground unless another form of installation is specifically approved by the Florence CITY Council, in advance.

#### **XI. PERMANENT EASEMENTS**

GRANTOR hereby agrees to dedicate to the CITY, free from all liens and encumbrances, all permanent easements for all utilities, storm drainage, water and sewer extensions, and streets upon the property, and off the property, if required, to provide service or drainage to the property.

#### **XII. ORDINANCES AND REGULATIONS**

GRANTOR shall abide by all ordinances and regulations of the CITY as they currently exist or as may be amended from time to time. The GRANTOR will further comply with all laws, ordinances, rules and regulations applicable to the property and its development, whether federal, state, or local.

#### **XIII. RECORDING**

This agreement shall be recorded with the Clerk and Recorder of Fremont County and constitute a covenant running with the land. This agreement shall be binding on future assigns of the GRANTOR and all other persons hereinafter having any interest in the property.

#### XIV. AMENDMENTS AND ASSIGNMENT

This agreement may be amended by the GRANTOR and any subsequent owner of the property with the prior written consent of the CITY. This agreement may be amended by the CITY with the prior, written consent of the GRANTOR or subsequent property owners, so long as such an amendment affects only that owner's part of the property. Such amendments shall make specific reference to this Agreement, shall be recorded in the records of the Fremont County, shall be a covenant running with the land and shall be binding upon all persons or entities now or hereinafter having an interest in the property subject to the amendment unless otherwise specified in the amendment.

#### XV. MISCELLANEOUS PROVISIONS

1. This agreement shall be governed by the laws of the State of Colorado and shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns, and all persons who are or who may become in privity of title with the respective parties.
2. Should either party institute legal proceedings in connection with any controversy or dispute arising out of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney fees incurred in connection with such proceedings, including costs and fees incurred on appeal.
3. Each signatory to this Agreement represents and warrants that he, she or it is duly authorized to execute and deliver this Agreement on behalf of his or her principal and the Agreement is executed in their capacity.
4. The parties agree to give such further assurances including the execution and delivery of such additional documents as are necessary to effectuate the purposes of this Agreement.
5. The CITY accepts no responsibility for, and makes no representations concerning necessary federal, state or other governmental permits or approvals which may be required in connection with the development of the property.
6. GRANTOR shall indemnify and hold the CITY harmless from, and shall defend the CITY against any and all liability, responsibility, or claims which may be made against the CITY and which arise out of the development of the property by the GRANTOR or its successors in interest.
7. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications,

representations, or agreements, either verbal or written, between the parties hereto.

- 8. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held 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 the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

  
 GRANTOR                      VERNON ESTES

STATE OF COLORADO    )  
                                   ) ss.  
 COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May 2014 by Vernon Estes, Grantor.

WITNESS my hand and official seal,

My commission expires: 5/19/2014

  
 Notary Public



CITY OF FLORENCE, GRANTEE

  
 Mayor

ATTEST:

  
 City Clerk

1  
exception  
&

EASEMENT

T 18S.

R/W No. \_\_\_\_\_

R 69W.

Fremont County, Colorado

Section 33

**EASEMENT FOR ELECTRIC & COMMUNICATIONS LINES**

THIS EASEMENT, made and entered into this 5 day of July, 2019, by and between *Vernon Estes, at State Highway 50 and County Road 67, Fremont, Colorado,* "GRANTOR" and Black Hills/Colorado Electric Utility Company, LP, d/b/a/ Black Hills Energy, having offices at 3110 Utility Lane, Cañon City, Colorado 81212, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Fremont County, Colorado, "GRANTEE".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of *one dollars and no/100 (\$1.00)* and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, upgrade, update, uprate and enhance on, under and over the easement described below, and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, audio communications, visual communications, and data communications, and all appurtenances and appliances necessary in connection therewith including the right to install and maintain anchors and guy wires outside the right of way when reasonably necessary, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of *Fremont* in the State of Colorado, are described as follows:

*A Fifteen (15) foot electrical easement located in the Northwest Quarter of the Northeast Quarter and the Southwest of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 33, Township 18 South, Range 69 West of the 6th P.M., Fremont County, Colorado, described as follows:*

*The westerly fifteen feet of that parcel recorded in Book 571 at Page 912 and the westerly fifteen feet of the northerly 402.32 feet of that parcel recorded in Book 1364 at Page 577 of the Fremont County records.*

*The above described easement contains 45623 Sq. Ft.± / 1.05 Acres± and is subject to any existing easements and/or rights of way.*

*The West line of County Road 67 bears S01°44'00"W, as monumented on each end by a #4 rebar and yellow plastic cap PLS# 18465.*

-See Exhibit "A"-  
Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for damage caused to land, growing crops, fences, livestock or other personal property of Grantor, from the construction, operations or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, *Vernon Estes*, have hereunto executed this Easement on the day first above written.

  
\_\_\_\_\_  
*Vernon Estes*


Grantor's address and telephone number: 702 Ridgewood Road, Canon City, Colorado 81212, PH 719-251-3989.

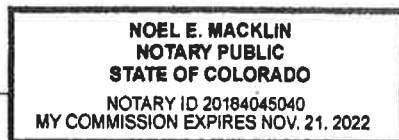
ACKNOWLEDGEMENT

STATE OF COLORADO }  
                                  } ss.  
COUNTY OF FREMONT }

On this 5<sup>th</sup> day of July, 2019, before me, a Notary Public, personally appeared *Vernon Estes*, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

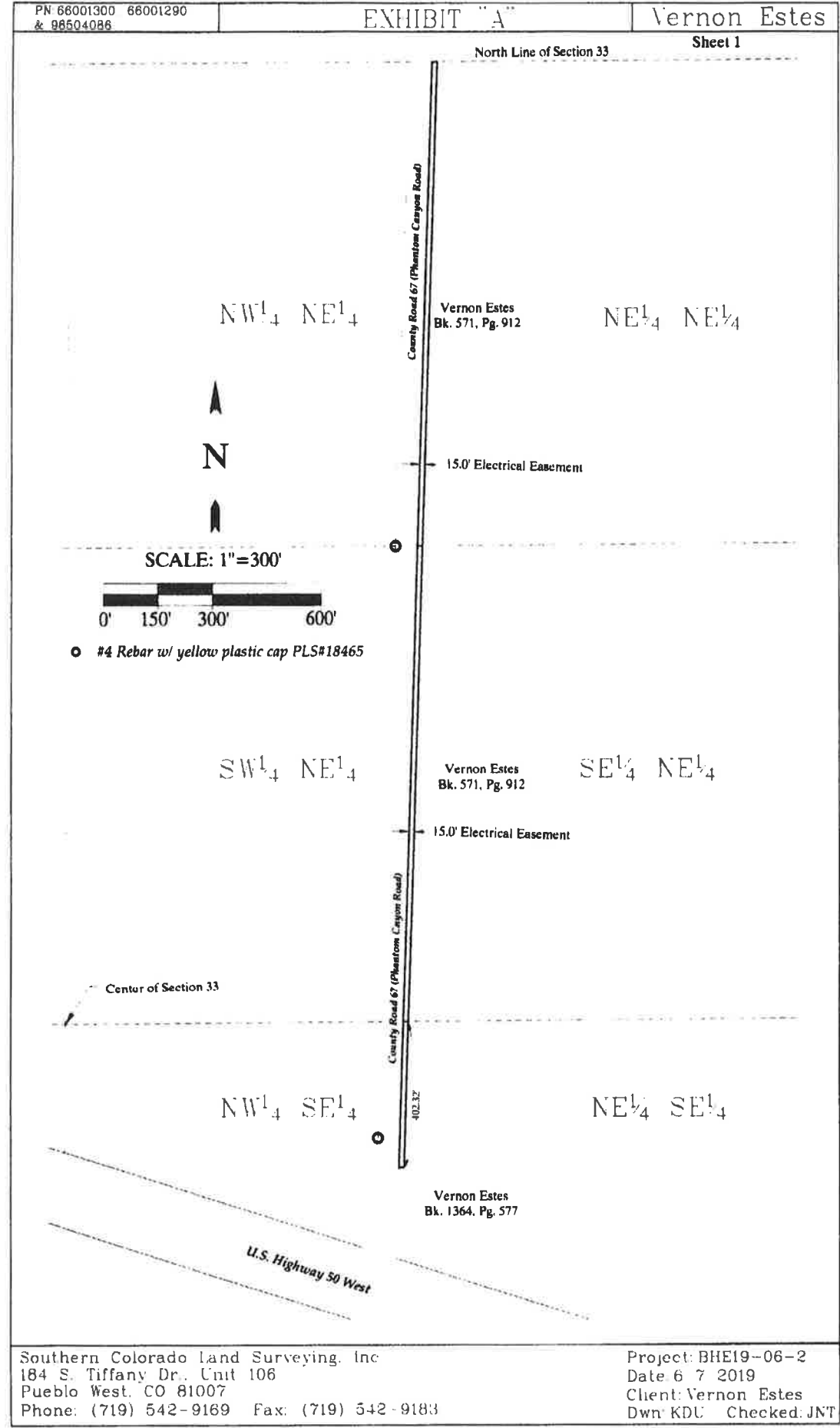
  
\_\_\_\_\_  
Notary Public in and for said State



My commission expires: 11-21-2022

After recording, please return to Warren Heifner, agent for Black Hills Energy, 3110 Utility Lane, Canon City, CO, 81212, ph: 719-546-5811. Thank you.





Mr. Commissioner Canterbury moved the adoption of the following resolution: 2:50p.

RESOLUTION NO. 8

Series of 19 84

VERNON ESTES

SW 84-9

6918- 33 34

BE IT RESOLVED by the Board of County Commissioners of Fremont County;

THAT WHEREAS, VERNON ESTES

have submitted application for a waiver from strict performance under the Subdivision Regulations of the County of Fremont;

AND WHEREAS, such application has been submitted and it appears that such application meets the requirements of the Board of County Commissioners of Fremont County for the waiver of the procedures required under the Subdivision Regulations of this County.

NOW, THEREFORE, BE IT RESOLVED:

THAT the application of VERNON ESTES for waiver from performance under the Subdivision Regulations of Fremont County is hereby approved in accordance with such application.

Mr. Commissioner Vrtis seconded the adoption of the foregoing resolution and upon vote of the Commissioners as follows:

Mr. Commissioner Canterbury: aye  
Mr. Commissioner Decker: aye  
Mr. Commissioner Vrtis: aye

Whereupon the resolution was declared to be duly adopted.

DATED this 10th day of September, 1984.

Gale Herber  
CHAIRMAN

CONDITIONAL UPON:

The following must be submitted on or before 60 days:

NORMA HATFIELD  
Fremont County Clerk and Recorder

2:50p.  
B 718 P0776

Filed for record APR 30 1985  
Reception No. 515745

DATE: September 4, 1984

FILE #: B 718 P0777

TYPE OF SUBMISSION:

Exemption       Resubdivision       Preliminary Plan  
 Minor Subdivision       Sketch Plan       Final Plat

NAME OF SUBDIVISION: FREMONT COUNTY/ESTES PROPERTY LINE ADJUSTMENT-WAIVER

LEGAL DESCRIPTION & ACREAGE: A portion of the SE1/4, Section 33, T18S, R69W, 6th P.M.  
Fremont County, Colorado

(Contains 7.6± Acres)

GENERAL LOCATION OF PROPERTY:

Southeast corner of U.S. 50 & State Hwy. 67 intersection

TYPE OF SUBDIVISION (USES):

Single Family       Condominium       Commercial (probable)  
 Apartments       Mobile Home       Industrial

OWNERS:

Name: Vernon Estes  
Address: 225 Main Street  
Canon City, CO 81212 Ph. 275-3306

SUBDIVIDERS:

Name: same as owner  
Address: \_\_\_\_\_  
Ph. \_\_\_\_\_

CONSULTANTS:

Name: Ponderosa Engineering  
Address: 310 Dozier Avenue  
Canon City, CO 81212 Ph. 275-7434

EXISTING ZONING: agricultural      TOTAL ACREAGE: 7.6± Acres

NUMBER OF LOTS: one      AVERAGE LOT SIZE: 7.6± Acres

LINEAL FT. OF NEW STREETS: N/A      WIDTH OF NEW STREETS: N/A

WATER SOURCE: City of Florence      SEWAGE DISPOSAL SOURCE: individual septic systems

HEATING SOURCE: Greeley Gas      POWER SOURCE: Southern Colorado Power

TELEPHONE SOURCE: Mountain Bell

OTHER PERTINENT INFORMATION: This application is a request for a property line  
adjustment on a common boundary with Fremont County property and will create no  
additional parcels of land.

X *Vernon Estes*

OWNERS OR APPLICANTS SIGNATURE



**PONDEROSA ENGINEERING**

CHARLES R. RUPP, P.E. - L.S.

310 Dozier Avenue  
Cañon City, Colorado 81212  
Phone 275-7434

August 24, 1984

B 718 P0778

SUGGESTED DESCRIPTION, FINAL ESTES PARCEL

A Tract of land in the NW1/4SE1/4 and the SW1/4SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of Colorado State Highway 67 with the South line of said NW1/4SE1/4, from which the Southwest corner of said NW1/4SE1/4 bears S89°38'26"W a distance of 314.74 feet; thence N45°15'26"E along said Easterly right-of-way line a distance of 580.58 feet to the Southerly right-of-way line of U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance 577.74 feet; thence S45°15'26"W, 713.09 feet; thence N59°27'46"W, 529.68 feet to the point of beginning.



# PONDEROSA ENGINEERING

CHARLES R. RUPP, P.E. - L.S.

310 Dozier Avenue

Cañon City, Colorado 81212

Phone 275-7434

August 24, 1984

B 718 P0779

## SUGGESTED DESCRIPTION, ESTES TO COUNTY PARCEL

A Tract of land in the N1/2SE1/4 of Section 33, T18S, R69W of the 6th P.M.,  
Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of U.S. Highway 50 with the South line of said N1/2SE1/4; thence S89°38'26"W along the South line of said N1/2SE1/4, a distance of 926.42 feet; thence N45°15'26"E, 324.24 feet to the Southerly right-of-way line of said U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance of 730.78 feet to the point of beginning.

STATUTORY QUIT CLAIM DEED

VERNON ESTES, whose address is 1511 Park Avenue, City of Canon City, County of Fremont, and State of Colorado, for the consideration of TEN DOLLARS, in hand paid, hereby sells and quit claims to the COUNTY OF FREMONT, whose address is P. O. Box 1007, City of Canon City, County of Fremont, and State of Colorado, the following real property in the County of Fremont and State of Colorado, to-wit:

A Tract of land in the N1/2SE1/4 of Section 33, T18S, R69W of the 6th P.M., Fremont County, Colorado, described as follows:

Beginning at the point of intersection of the Southerly right-of-way line of U.S. Highway 50 with the South line of said N1/2SE1/4; thence S89°38'26"W along the South line of said N1/2SE1/4, a distance of 926.42 feet; thence N45°15'26"E, 324.24 feet to the Southerly right-of-way line of said U.S. Highway 50; thence S72°16'47"E along said Southerly right-of-way line a distance of 730.78 feet to the point of beginning.

Address: vacant land

with all its appurtenances.

Date: March 7, 1985.

*Vernon Estes*  
VERNON ESTES

STATE OF COLORADO )  
                          ) ss.  
County of Fremont )

The foregoing instrument was acknowledged before me this 7 day of March, 1985, by VERNON ESTES.

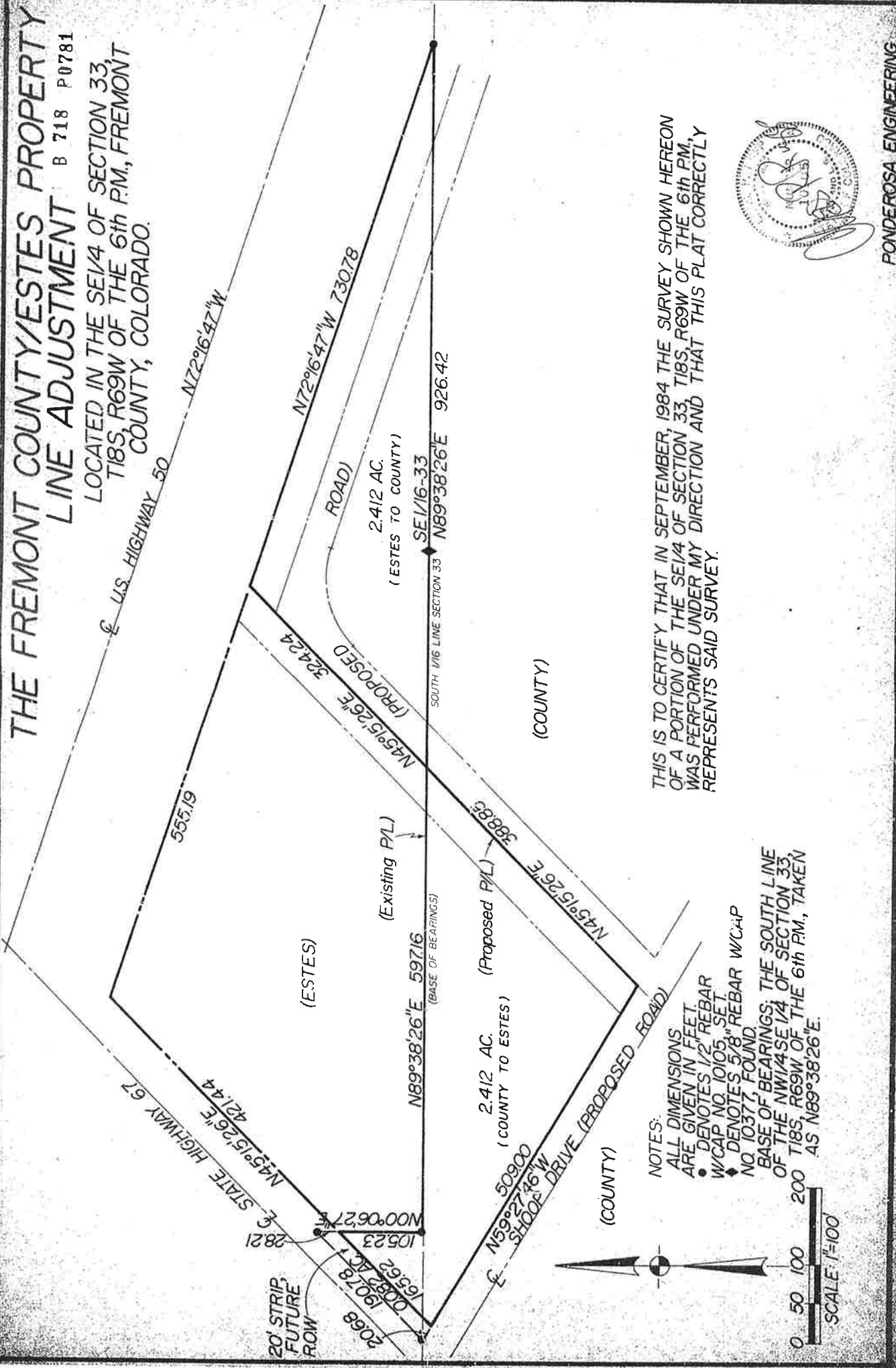
WITNESS my hand and official seal.

My commission expires:

*Norma Hatfield*  
Fremont County Clerk & Recorder  
~~Notary Public~~

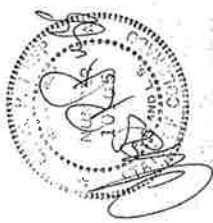
# THE FREMONT COUNTY/ESTES PROPERTY LINE ADJUSTMENT B 718 P0781

LOCATED IN THE SE1/4 OF SECTION 33,  
T18S, R69W OF THE 6th PM., FREMONT  
COUNTY, COLORADO.



THIS IS TO CERTIFY THAT IN SEPTEMBER, 1984 THE SURVEY SHOWN HEREON  
OF A PORTION OF THE SE1/4 OF SECTION 33, T18S, R69W OF THE 6th PM.,  
WAS PERFORMED UNDER MY DIRECTION AND THAT THIS PLAT CORRECTLY  
REPRESENTS SAID SURVEY.

NOTES:  
ALL DIMENSIONS  
ARE GIVEN IN FEET.  
• DENOTES 1/2" REBAR  
W/CAP NO. 10105, SET  
♦ DENOTES 5/8" REBAR W/CAP  
NO. 10377, FOUND.  
BASE OF BEARINGS: THE SOUTH LINE  
OF THE NW1/4-SE 1/4 OF SECTION 33,  
T18S, R69W OF THE 6th PM., TAKEN  
AS N89°38'26"E.



PONDEROSA ENGINEERING

exception 9

919683 Pages: 1 of 48  
07/08/2014 04:44 PM R Fee: \$246.00  
Katie E. Barr, Clerk and Recorder, Fremont County, CO

**ORDINANCE NO. 8-2014**

**AN ORDINANCE FOR ANNEXATION**  
( Sequential Annexation Northward 2014 )

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, COLORADO:

That the following described unincorporated real property, situated in the County of Fremont and State of Colorado, is hereby annexed to and is incorporated within the boundaries of the City of Florence, Colorado to wit:

See attached Exhibits "A" and "B"  
Containing 87.96 acres more or less

THAT PURSUANT TO THE PROVISIONS OF TITLE 31, ARTICLE 12, COLORADO REVISED STATUTES, THAT THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS:

1. That petitions for annexation were filed with the City Clerk on March 3, 2014 by James Fontana, Jr. and Carol R. Fontana, and on March 13, 2014 by Vernon Estes containing all the allegations required by C.R.S. 31-12-107(1), as amended, together with copies of an annexation map as required by C.R.S. 31-12-107(1), as amended.
2. That one hundred percent of the landowners of the privately owned property within the area proposed to be annexed have signed said petitions.
3. That said petition is in substantial compliance with the requirements of C.R.S. 31-12-107(1), as amended.
4. That no additional terms or conditions are imposed relative to this annexation except as hereinafter provided.
5. That no election is required relative to this annexation.
6. That this is a sequential annexation and that not less than one-sixth (1/6) of the perimeter of each sequential area proposed to be annexed is contiguous to the City of Florence; that a community of interest exists between the area to be annexed and the City of Florence; and that said area is integrated with or is capable of being integrated with the City of Florence.



7. That in annexing this property to the City of Florence said City does not assume any obligation with respect to maintenance of Colorado State Highway 67, or the construction of water mains, sewer mains, gas mains, electric service lines, streets, drainage facilities or any other services or utilities in connection with the property hereby annexed except as may be otherwise provided by the ordinances of the City of Florence.
8. Approval of this annexation is conditioned upon the parties arriving at an Annexation Agreement in order to assure the ability of the City to provide municipal services, and to assure that the area is capable of becoming urban in the near future.

Introduced, read, and adopted on first reading and ordered published in the City's official newspaper this 19 day of May, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Published May 22, \_\_\_\_\_, 2014 in the Florence Citizen.

Passed on its second reading and ordered published in the City's official newspaper the 2nd day of June, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Published June 5, \_\_\_\_\_, 2014 in the Florence Citizen.

ANNEXATION PLAT  
CITY OF FLORENCE - SEQUENTIAL ANNEXATION NORTHWARD 2014  
FEBRUARY 25, 2014

The Annexation Plat for this Annexation consists of the following Exhibits.

Exhibit "A" - Sheets 1 through 11, together with Sheet 11A

Exhibit "B" - Legal Description Pages 1 through 33

Exhibit "A" Sheet 1 of 11

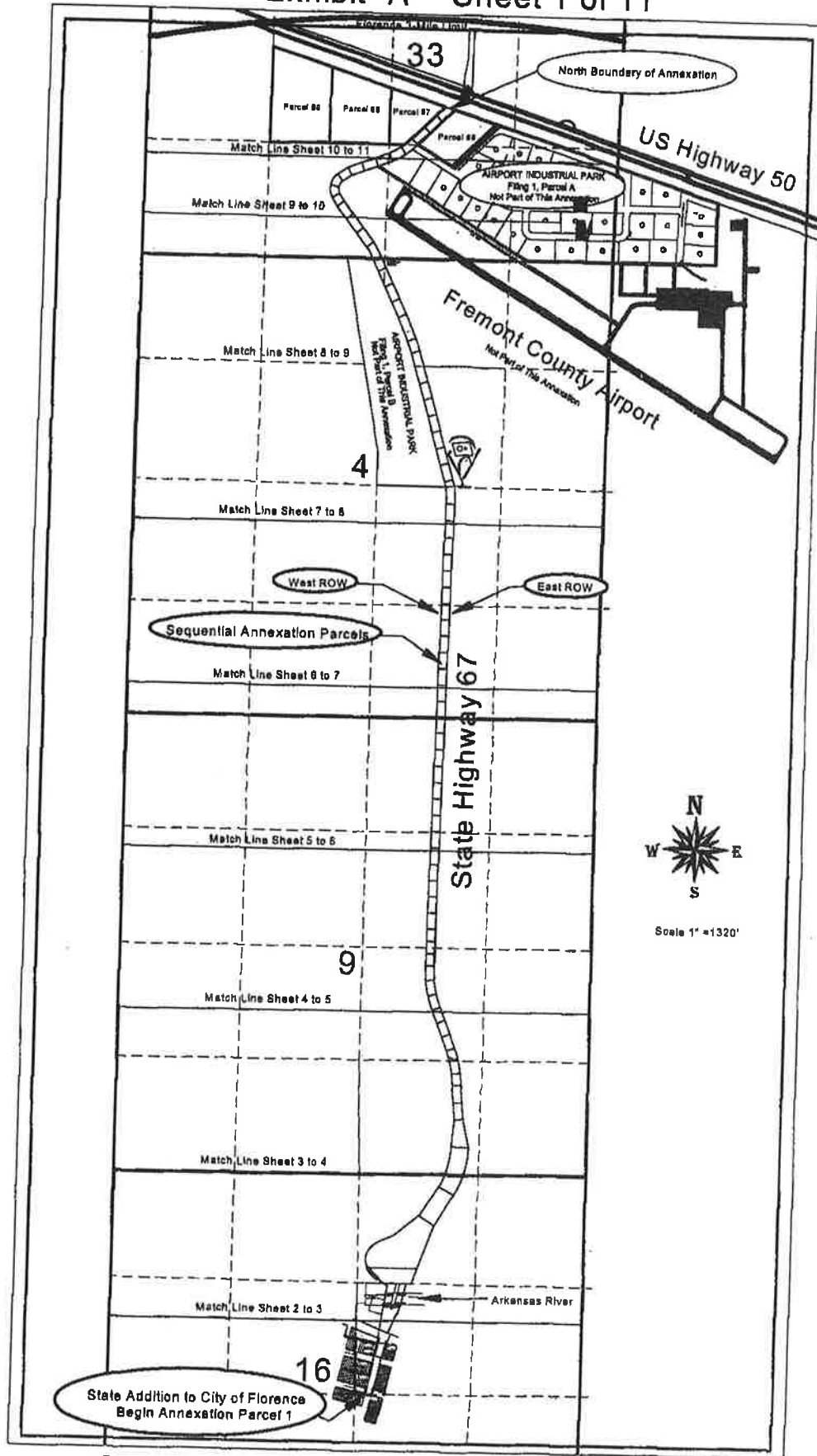
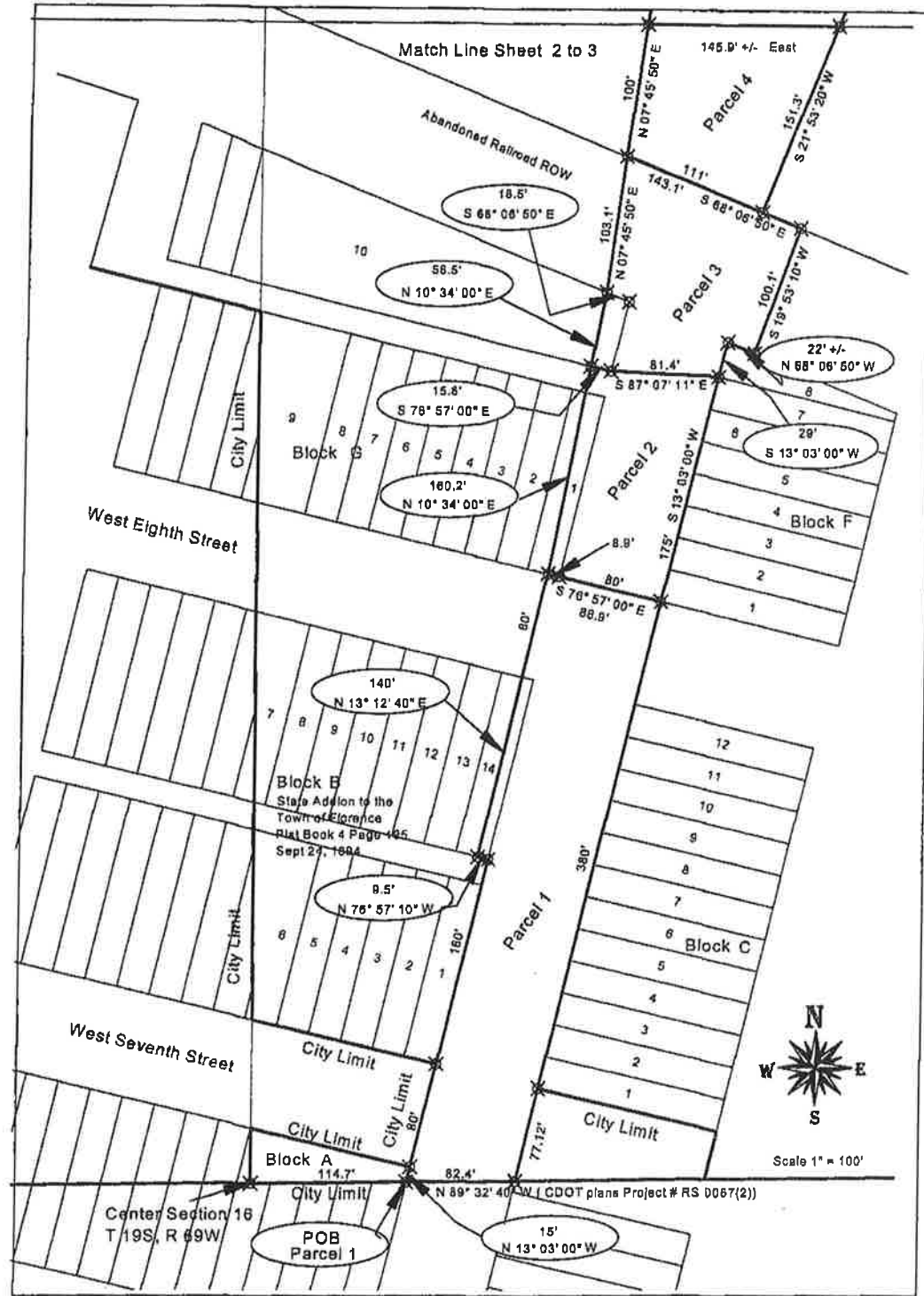


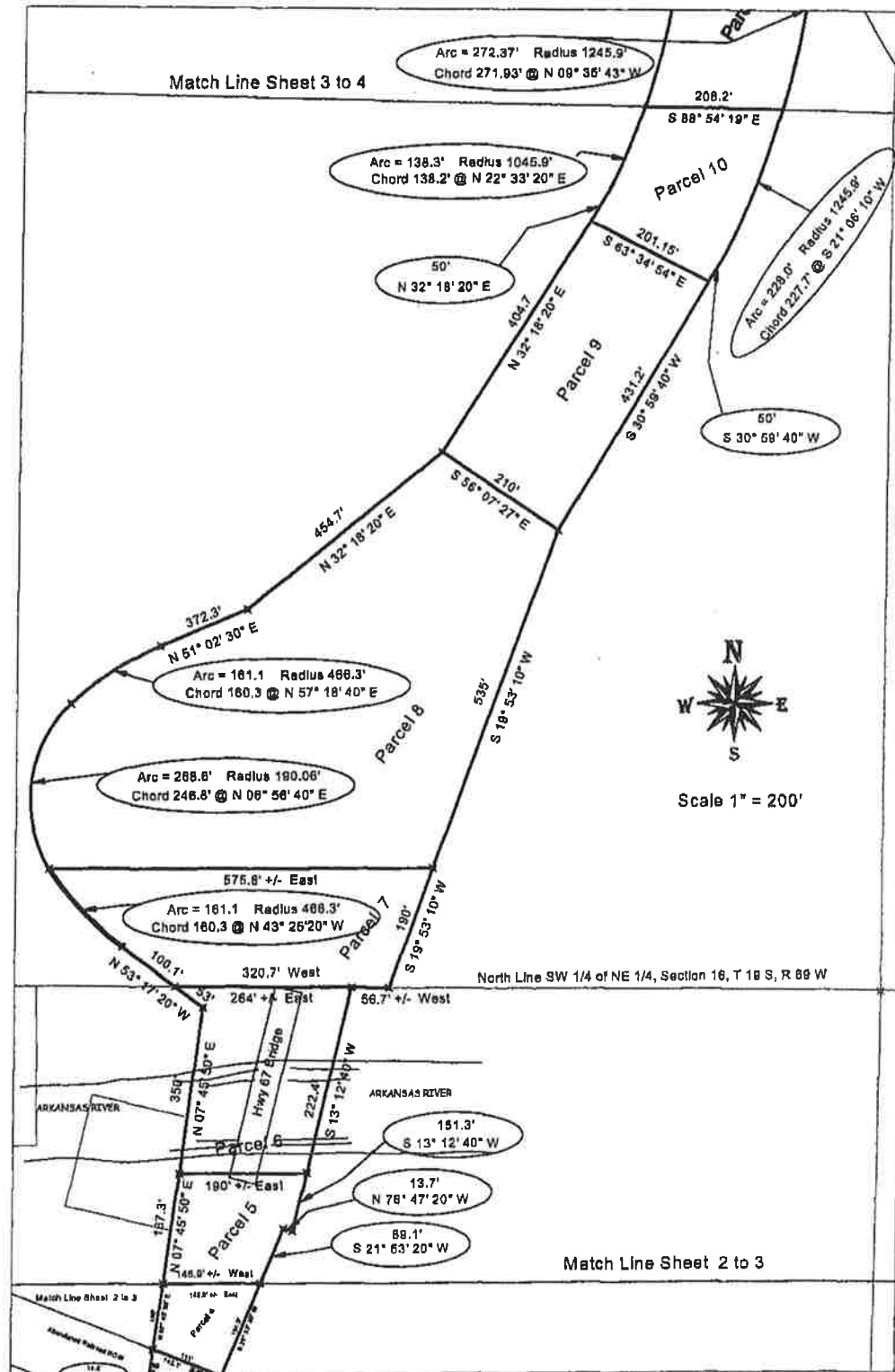
Exhibit "A" Sheet 2 of 11



City of Florence - Sequential Annexation Northward 2014  
NE 1/4, Sect 16 T19S,R69W  
February 25, 2014

Parcels 1, 2, 3 and 4

Exhibit "A" Sheet 3 of 11



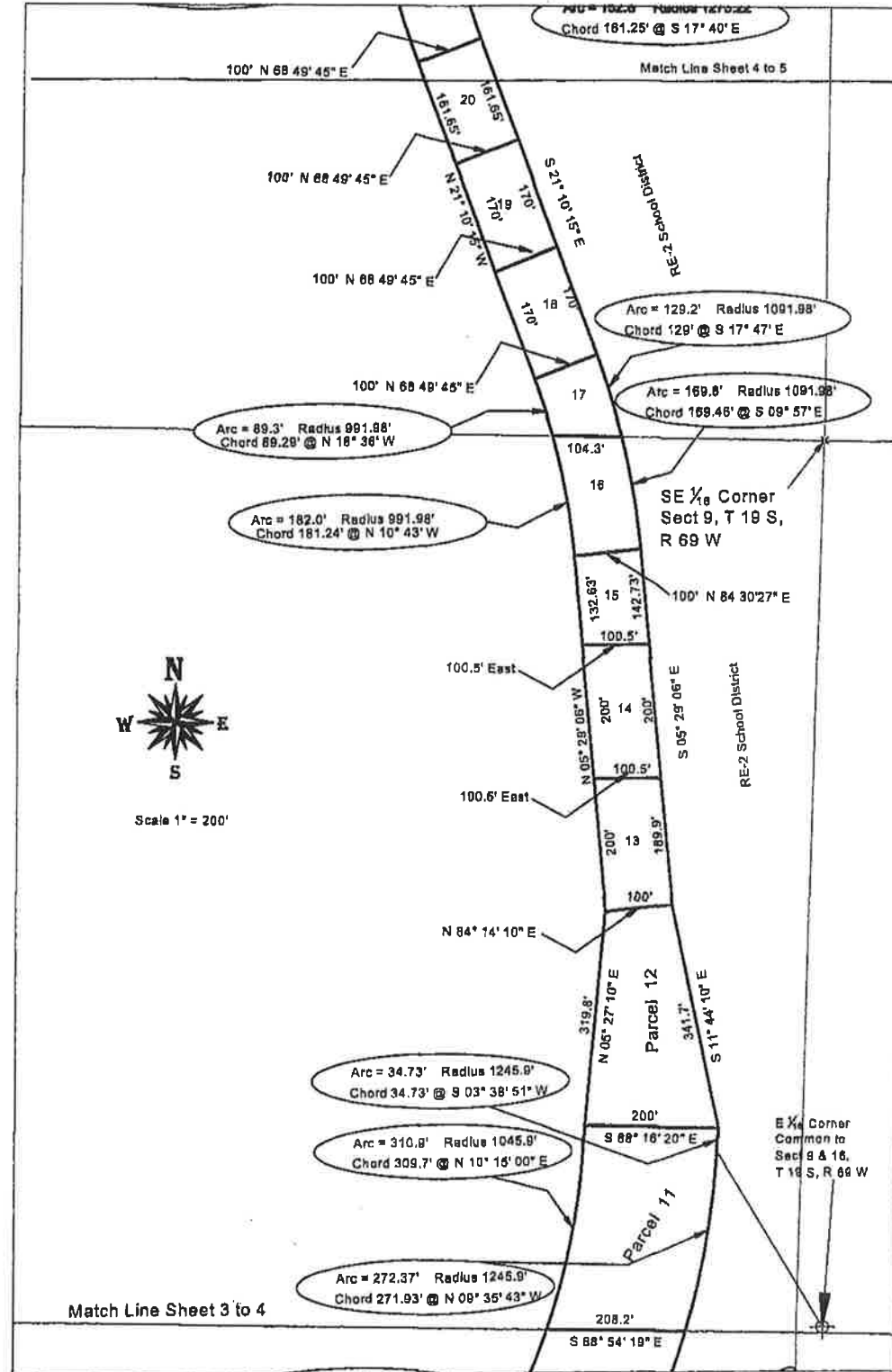
City of Florence - Sequential Annexation Northward 2014

NE 1/4, Sect 16 T19S,R69W

February 25, 2014

Parcel 5 through 10

Exhibit "A" Sheet 4 of 11



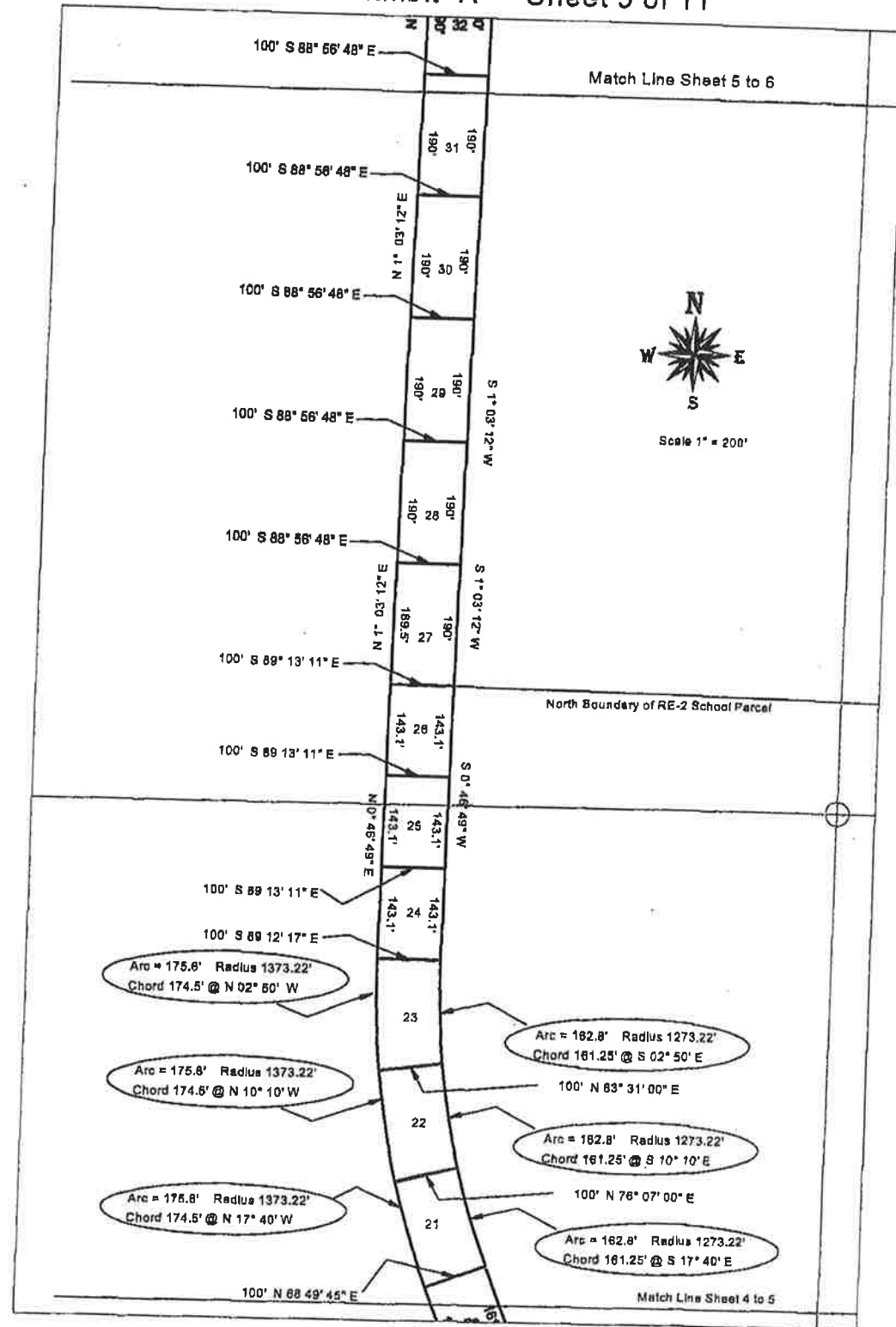
City of Florence - Sequential Annexation Northward 2014

SE 1/4, Sect 9 T19S,R69W

February 25, 2014

Parcel 11 through 20

Exhibit "A" Sheet 5 of 11



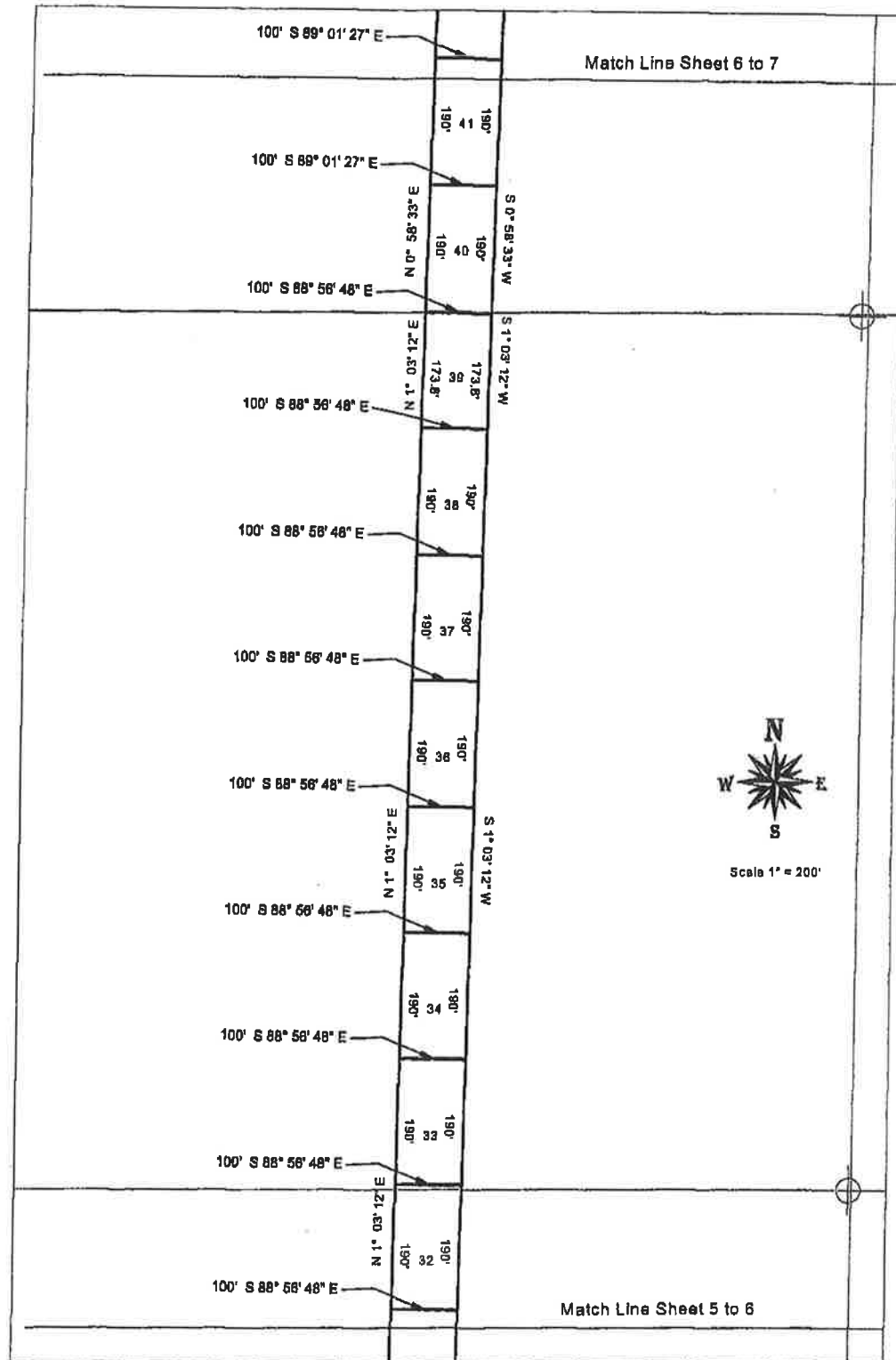
City of Florence - Sequential Annexation Northward 2014

E 1/2, Sect 9 T19S,R69W

February 25, 2014

Parcels 21 through 31

Exhibit "A" Sheet 6 of 11

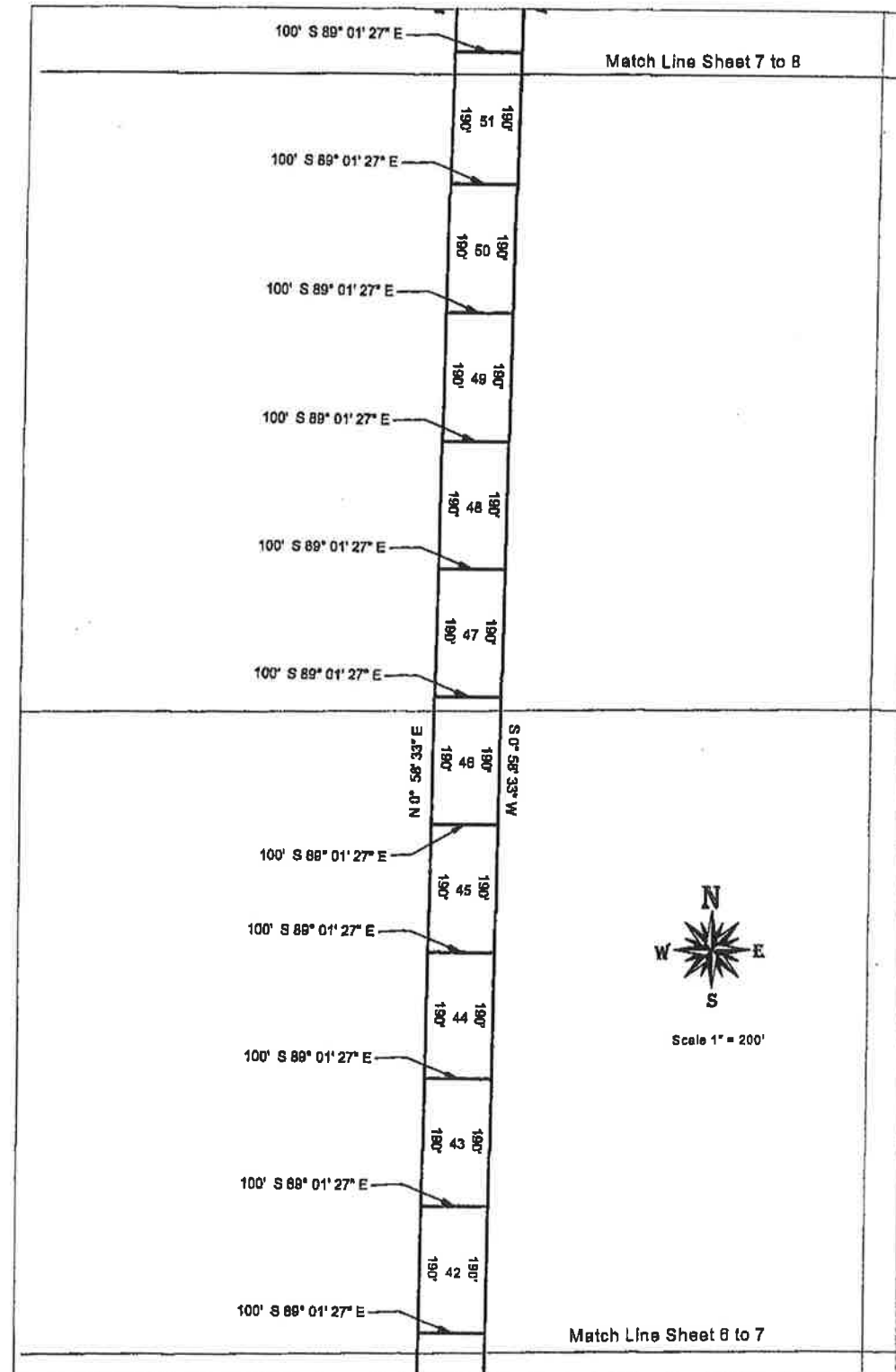


City of Florence - Sequential Annexation Northward 2014  
E 1/2, Sections 4 and 9 T19S,R69W  
February 25, 2014

Parcels 32 through 41



Exhibit "A" Sheet 7 of 11



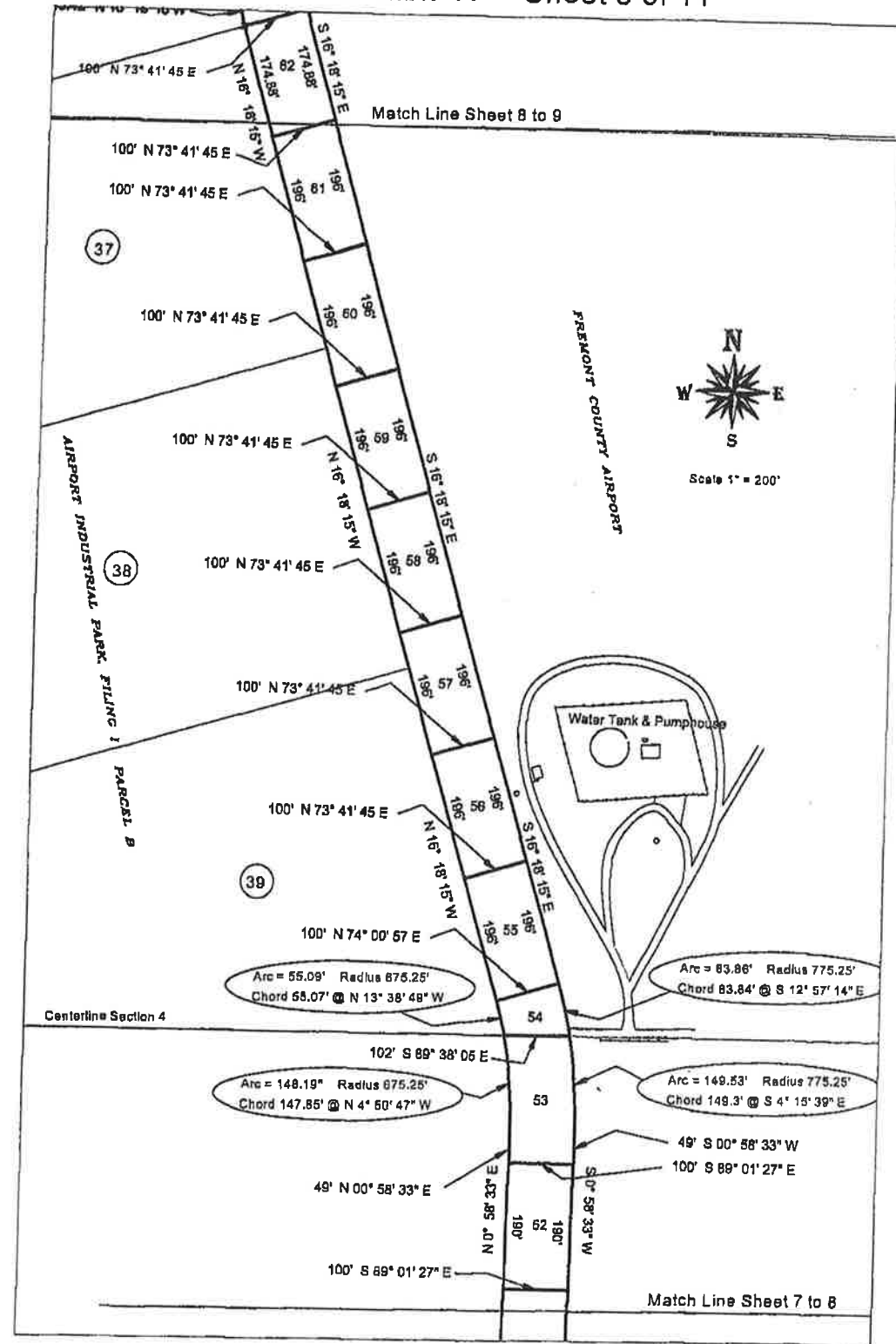
City of Florence - Sequential Annexation Northward 2014

E 1/2, Sect 4 T19S,R69W

February 25, 2014

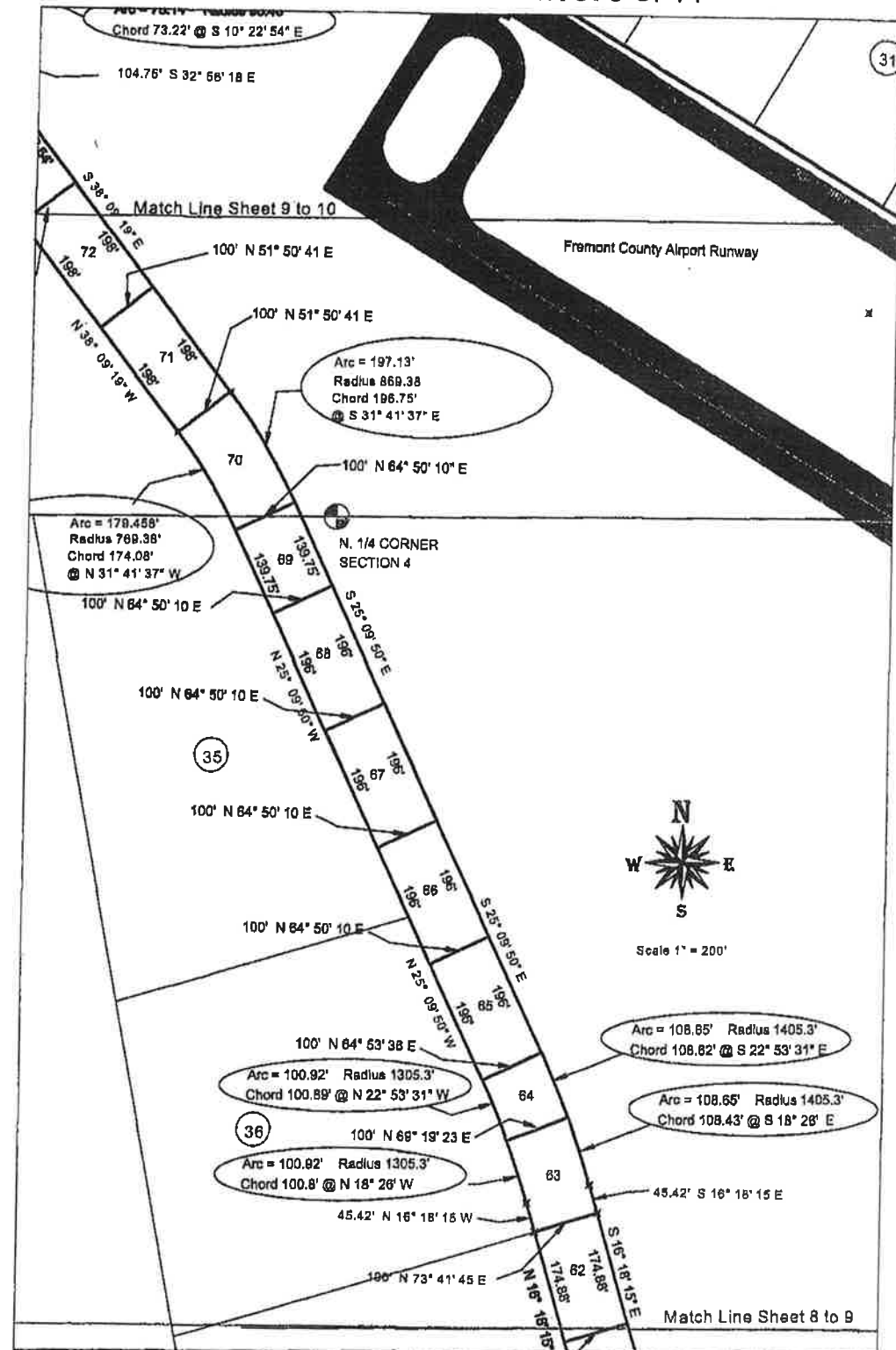
Parcels 42 through 51

Exhibit "A" Sheet 8 of 11



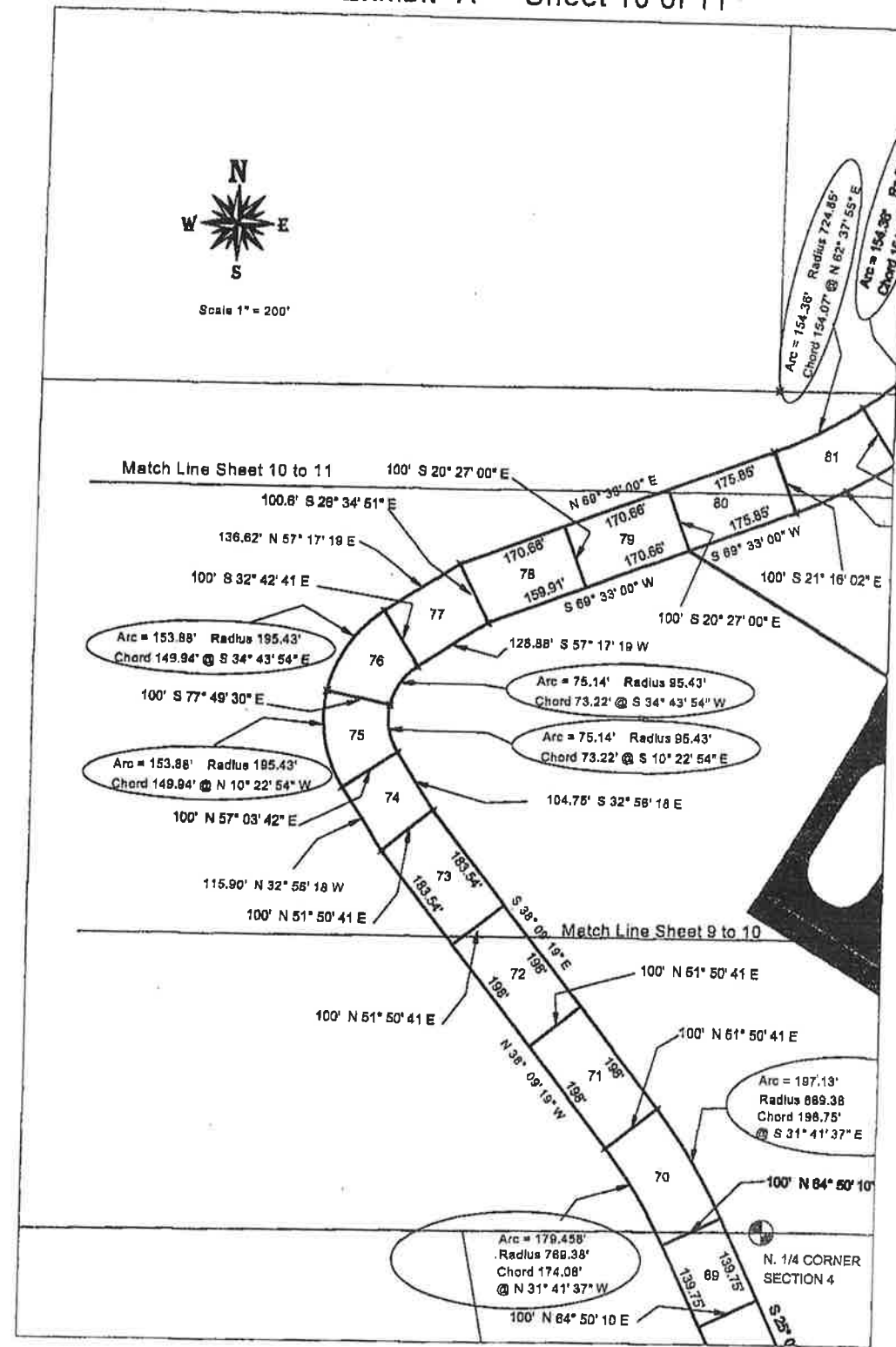
City of Florence - Sequential Annexation Northward 2014  
E 1/2, Sect 4 T19S,R69W  
February 25, 2014  
Parcels 52 through 61

Exhibit "A" Sheet 9 of 11



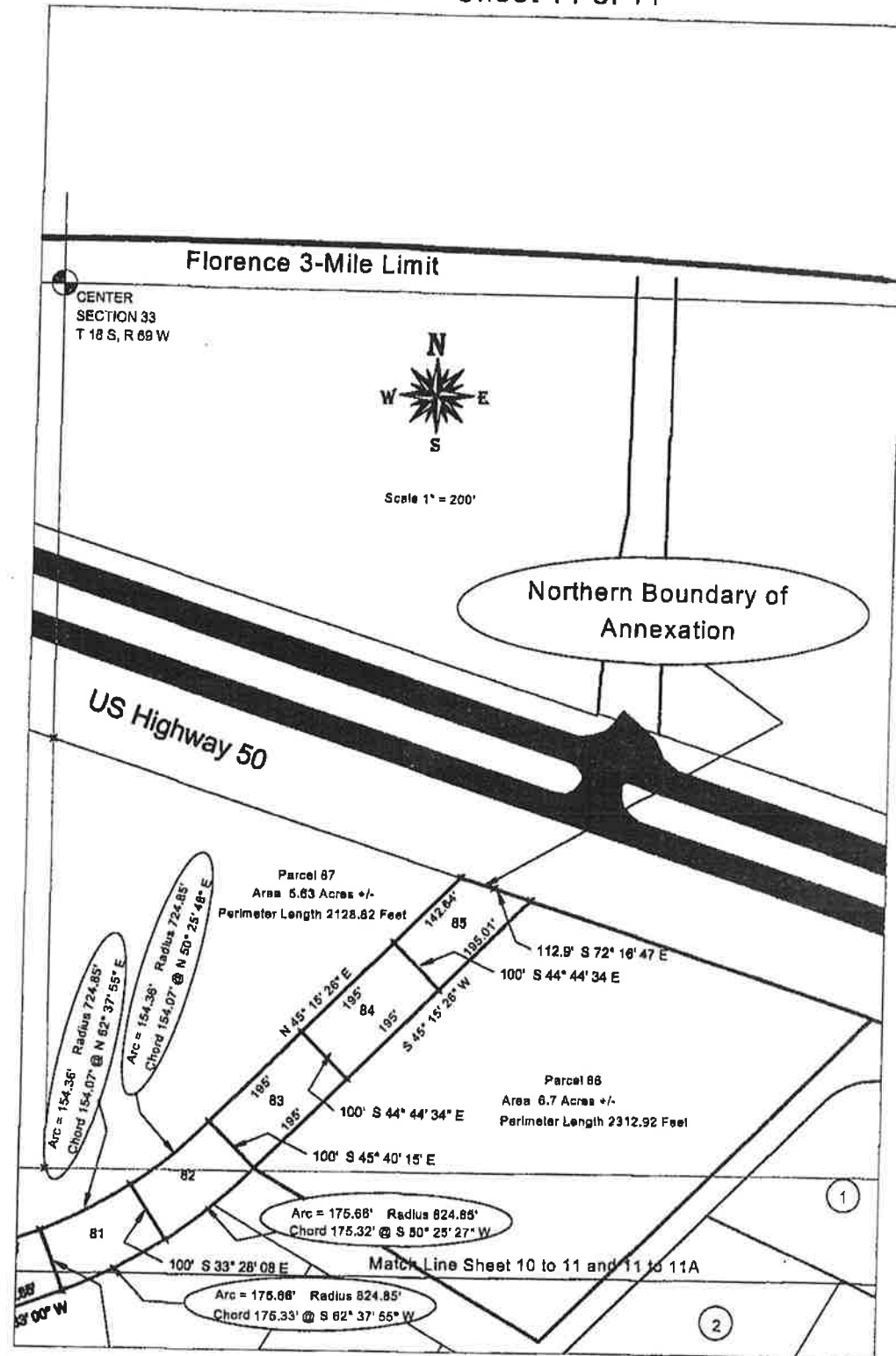
City of Florence - Sequential Annexation Northward 2014  
N 1/2, Sect 4 T19S,R69W and S 1/2, Sect 33 T18S, R69W  
February 25, 2014  
Parcels 62 through 71

Exhibit "A" Sheet 10 of 11



City of Florence - Sequential Annexation Northward 2014  
S 1/2, Sect 33 T18S, R69W  
February 25, 2014  
Parcels 72 through 80

Exhibit "A" Sheet 11 of 11



City of Florence - Sequential Annexation Northward 2014

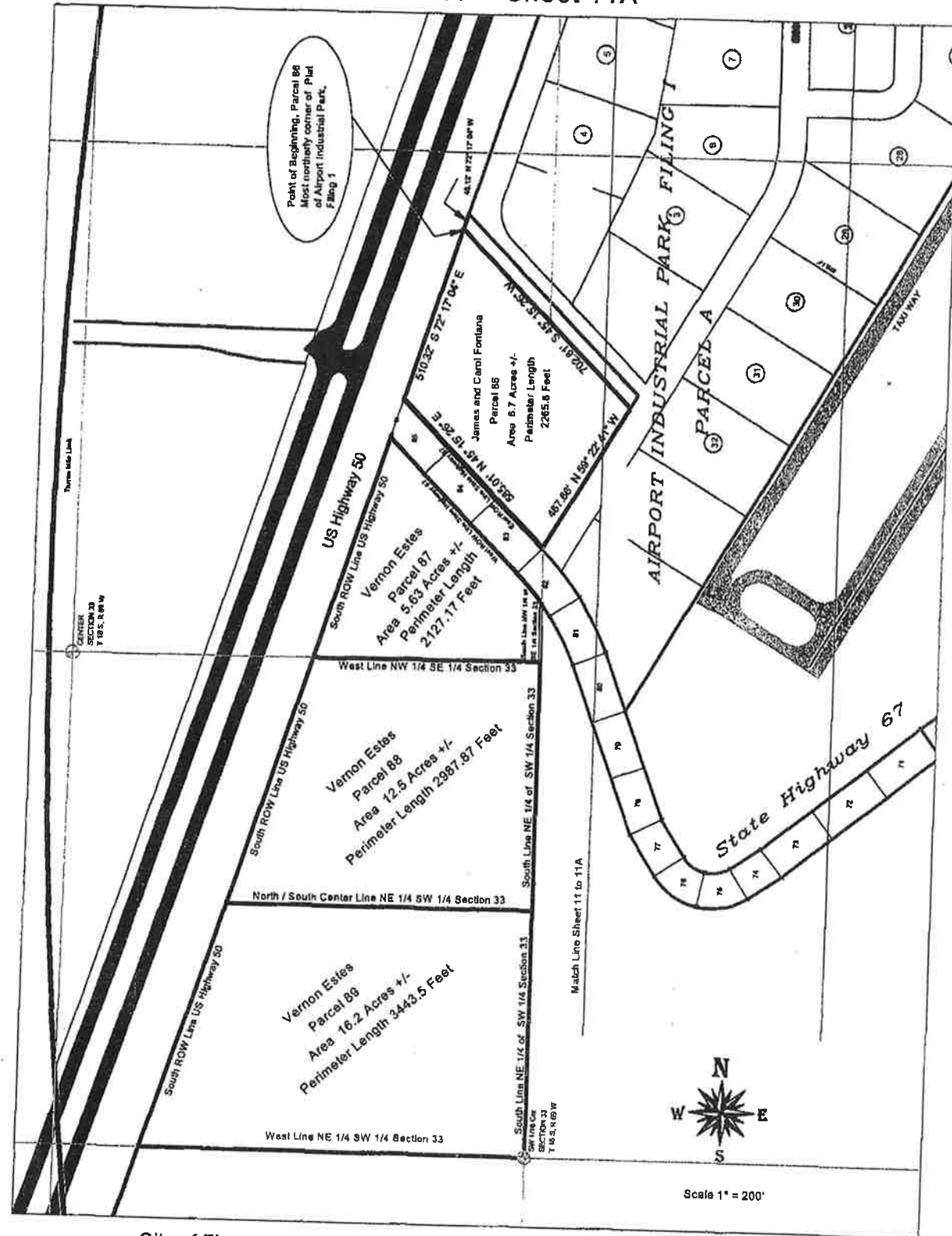
S 1/2, Sect 33 T18S,R69W

February 25, 2014

Parcels 81 through 85

See Sheet 11A for Parcels 86 Through 89

Exhibit "A" Sheet 11A



City of Florence - Sequential Annexation Northward 2014  
S 1/2, Sect 33 T18S,R69W  
February 25, 2014

Parcels 86 Through 89

Exhibit "B"

City of Florence - Sequential Annexation Parcels Northward 2014

Petitioner(s) seek annexation to the City of Florence, Colorado of the following described property:

All of the described land is located in Sections 4, 9 and 16, Township 19 South, Range 69 West, and in Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> P. M., in Fremont County, Colorado. All recording information refers to the office of the Fremont County, Colorado, Clerk and Recorder. Dimensions were derived from the following sources:

1. "Map of the State Addition to the Town of Florence Colorado" recorded at Plat Book 4 Page 195, September 24, 1894;
2. August 15, 1977, Colorado Department of Transportation (formerly State Department of Highways) Right-of-Way drawing for Project Number RS 0067 (2);
3. May 9, 2000, revision of the Colorado Department of Transportation (CDOT) drawings of Federal Aid Project No. STA 050A-004, State Highway 50 & 67;
4. Airport Industrial Park, Filing 1, recorded at Reception Number 515747.
5. Warranty Deed, recorded at Reception Number 800557, March 1, 2005, Grantor James Fontana, Jr., and Carol R. Fontana; and
6. Warranty Deed, Recorded at Reception Number 412487, Book 571, Page 912, April 22, 1975, for Vernon Estes.

Each of the following sequential annexation parcels numbered 1 through 85, have their Point of Beginning and End at the northwest corner of the previous parcel, and are bound by the existing east and west ROW lines of State Highway 67. Any discrepancies or errors in bearings or lengths are to be resolved such that that each sequential parcel has its northern and southern boundaries contiguous with the adjacent parcels and its east and west boundaries being the respective ROW lines of State Highway 67. Parcel 86, owned by James and Carol Fontana, has its western boundary contiguous to the east ROW line of State Highway 67. Parcel group 87, 88, and 89, owned by Vernon Estes, has the eastern boundary contiguous to the west ROW line of State Highway 67. Each sequential annexation parcel is at least 1/6<sup>th</sup> contiguous to the preceding sequential parcel.

**Parcel 1:**

**Beginning** at a point on the south line of the SW ¼ of the NE ¼ of said Section 16 that lies 114.7 feet eastward of the Center of said Section 16, the beginning point also being the intersection of the east / west center-line of said Section 16 with the west line of State Highway 67 ( aka North Pikes Peak Avenue);

Thence, northward along the west line of State Highway 67 a distance of 255 feet to the southeast corner of Lot 14 of Block B of said State Addition to the Town of Florence;

Thence, N 76° 57' 10" W a distance of 9.5 feet;

Thence, N13° 12' 40" E a distance of 140 feet to the north line of said Lot 14;

Thence northward, across platted West 8<sup>th</sup> Street to a point on the south line of Lot 1, Block G of said State Addition that lies 8.9 feet from the southeast corner of said Lot 1, Block G;

Thence southeastward along the south line of said Lot 1, Block G a distance of 8.9 feet to the southeast corner of said Lot 1, Block G;

Thence S 76° 57' E a distance of 80 feet to the southwest corner of Lot 1, Block F of said State Addition, also being a point on the east ROW line of State Highway 67;

Thence southwestward along the east ROW line of State Highway 67 a distance of 457.12 feet to intersect the east / west center-line of said Section 16;

Thence, westward along that south line of the SW ¼ of the NE ¼ of said Section 16 a distance of 82.4 feet +/- to the **Point of Beginning**;  
Said Parcel 1 having an area of 0.89 acres more or less; a perimeter of 1,112.92 feet, and being contiguous with the Florence City boundary a distance of 239.52 feet.

**Parcel 2:**

**Beginning** at the northwest corner of sequential annexation Parcel 1, thence N 10° 34' E a distance of 160.2 feet to a point on the south line of Lot 10, Block G of said State Addition that lies 15.8 feet from the southeast corner of said Lot 10, Block G;

Thence southeastward along the south line of said Lot 10, Block G a distance of 15.8 feet to the southeast corner of said Lot 10, Block G;

Thence S 87° 07' 11" E a distance of 81.4 feet to the southwest corner of Lot 8, Block F of said State Addition, also being a point on the east ROW line of State Highway 67;

Thence southwestward along the east ROW line of State Highway 67 a distance of 175 feet to the southwest corner of Lot 1, Block F of said State Addition;

Thence, N 76° 57' W a distance of 80' to the southeast corner of Lot 1, Block G of said State Addition;

Thence northwestward along the south line of said Lot 1, Block G of said State Addition 8.9 feet to the **Point of Beginning**;

Said Parcel 2 having an area of 0.35 acres more or less; a perimeter of 521.3 feet, and being contiguous with the Florence City boundary a distance of 88.9 feet.

**Parcel 3:**

**Beginning** at the northwest corner of sequential annexation Parcel 2, thence N 10° 34' E a distance of 56.5 feet to a point on the north line of Lot 10, Block G of said State Addition that lies 18.5 feet from the northeast corner of said Lot 10, Block G;

Thence, North 7° 45' 50" East along the west line of State Highway 67 a distance of 103.1 feet to the north right-of-way line of the Atchison, Topeka and Santa Fe Railway Company, A,T&SF Railroad ( track now taken up );

Thence, leaving the west line of State Highway 67 and proceeding South 68° 06' 50" East along the north right-of-way line of the A,T&SF Railroad ( track now taken up ); a distance of 143.1 +/- feet to intersect the east line of State Highway 67;

Thence, South 19° 53' 10" West along the west line of State Highway 67 a distance of 100.1 feet to the south right-of-way line of the A,T&SF Railroad ( track now taken up );



Thence, North 68° 06' 50" West, along the south right-of-way line of the A,T&SF Railroad ( track now taken up) a distance of 22 +/- feet to intersect the east line of State Highway 67, said point also being the northwest corner of Lot 8 of Block F of said State Addition;

Thence southwestward along the east line of State Highway 67 a distance of 29 feet to the southwest corner of Lot 8 of Block F of said State Addition;

Thence, North 87° 07' 11" West a distance of 81.40 feet to the southeast corner of Lot 10 of Block G of said State Addition;

Thence northwestward along the south line of said Lot 10, Block G of said State Addition 15.8 feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 3 having an area of 0.40 acres more or less; a perimeter of 550.9 feet, and being contiguous with the Florence City boundary a distance of 97.2 feet.

**Parcel 4:**

**Beginning** at the northwest corner of sequential annexation Parcel 3, thence North 7° 45' 50" East along the west line of State Highway 67 a distance of 100 feet;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 145.9 +/- feet to intersect the east line of State Highway 67;

Thence, South 21°53' 20" West along the west line of State Highway 67 a distance of 151.3 feet to the north right-of-way line of the A,T&SF Railroad ( track now taken up );

Thence, North 68° 06' 50" West, along the north right-of-way line of the Atchison, Topeka and Santa Fe Railway Company ( A,T&SF RR track now taken up) a distance of 111 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 4 having an area of 0.36 acres more or less; a perimeter of 508.2 feet, and being contiguous with the Florence City boundary a distance of 111 feet.

**Parcel 5:**

**Beginning** at the northwest corner of sequential annexation Parcel 4, thence North 7° 45' 50" East along the west line of State Highway 67 a distance of 167.3 feet;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 190 +/- feet to intersect the east line of State Highway 67;

Thence, South 13°12' 40" West along the east line of State Highway 67 a distance of 151.3 feet;

Thence, North 76° 47' 20" West along the east line of State Highway 67 a distance of 13.7 feet;

Thence, South 20° 53' 20" West along the east line of State Highway 67 a distance of 89.1 feet to the northeast corner of sequential annexation Parcel 4;

Thence, West a distance of 145.9 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 5 having an area of 0.65 acres more or less; a perimeter of 757.3 feet, and being contiguous with the Florence City boundary a distance of 145.9 feet.

**Parcel 6:**

**Beginning** at the northwest corner of sequential annexation Parcel 5, thence North 7° 45' 50" East along the west line of State Highway 67 a distance of 350 feet;

Thence North 53° 17' 20" West along the west line of State Highway 67 a distance of 53 feet;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 264 +/- feet to intersect the east line of State Highway 67;

Thence, South 13° 12' 40" West along the west line of State Highway 67 a distance of 222.4 feet to the northeast corner of sequential annexation Parcel 5;

Thence, West a distance of 320.7 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 6 having an area of 1.32 acres more or less; a perimeter of 1,079.4 feet, and being contiguous with the Florence City boundary a distance of 190 feet.

**Parcel 7:**

**Beginning** at the northwest corner of sequential annexation Parcel 6, thence along the west line of State Highway 67 for the following two courses;

North 53° 17' 20" West a distance of 100.1 feet to a tangent point of a curve;

Thence, along said curve to the right an arc distance of 161.1 feet with a curve radius of 466.3 feet, a chord length and bearing of 160.3 feet North 43° 25' 20" West;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 575.8 +/- feet to intersect the east line of State Highway 67;

Thence, South 19° 53' 10" West along the west line of State Highway 67 a distance of 190 feet;

Thence, West a distance of 320.7 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 7 having an area of 1.86 acres more or less; a perimeter of 1,347.7 feet, and being contiguous with the Florence City boundary a distance of 264 feet.

**Parcel 8:**

**Beginning** at the northwest corner of sequential annexation Parcel 7, thence along the west line of State Highway 67 for the following four courses, along a tangential curve to the right an arc distance of 268.6 feet with a curve radius of 190.06 feet, a chord length and bearing of 246.8 feet North 06° 56' 40" East to a tangent point on a curve;

Thence, along said curve to the right an arc distance of 161.1 feet with a curve radius of 466.3 feet, a chord length and bearing of 160.3 feet North 57° 18' 40" East;

Thence, North 51° 02' 30" East a distance of 372.3 feet;

Thence, North 32° 18' 20" East a distance of 454.7 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 56° 07' 27" East a distance of 210 +/- feet to intersect the east line of State Highway 67;

Thence, South 19° 53' 10" West along the west line of State Highway 67 a distance of 535 feet to the northeast corner of sequential annexation Parcel 7;

Thence, West a distance of 575.8 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 8 having an area of 6.23 acres more or less; a perimeter of 2577.5 feet, and being contiguous with the Florence City boundary a distance of 575.8 feet.

**Parcel 9:**

**Beginning** at the northwest corner of sequential annexation Parcel 8, thence North 32° 18' 20" East along the west line of State Highway 67 a distance of 404.7 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 63° 34' 54" East a distance of 201.15 +/- feet to intersect the east line of State Highway 67;

Thence, South 30° 59' 40" West along the east line of State Highway 67 a distance of 431.12 feet to the northeast corner of sequential annexation Parcel 8;

Thence, North 56° 07' 27" West a distance of 210 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 9 having an area of 1.97 acres more or less; a perimeter of 1,247.05 feet, and being contiguous with the Florence City boundary a distance of 210 feet.

**Parcel 10:**

**Beginning** at the northwest corner of sequential annexation Parcel 9, thence North 32° 18' 20" East along the west line of State Highway 67 a distance of 50 feet to a tangent point of a curve;

Thence, along the west line of State Highway 67 along said curve to the left an arc distance of 138.3 feet with a curve radius of 1045.9 feet, a chord length and bearing of 138.2 feet North 22° 33' 20" East;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 54' 19" East distance of 208.2 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 228 feet with a curve radius of 1245.9 feet, a chord length and bearing of 227.7 feet South 21° 06' 10" West;

Thence, South 30° 59' 40" West along the east line of State Highway 67 a distance of 50 feet to the northeast corner of sequential annexation Parcel 9;

Thence, North 63° 34' 54" West a distance of 201.15 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 10 having an area of 1.07 acres more or less; a perimeter of 875.65 feet, and being contiguous with the Florence City boundary a distance of 201.15 feet.

**Parcel 11:**

**Beginning** at the northwest corner of sequential annexation Parcel 10, thence, along the west line of State Highway 67 along a curve to the left an arc distance of 310.9 feet with a curve radius of 1045.9 feet, a chord length and bearing of 309.7 feet North 10° 15' 00" East;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 16' 20" East distance of 200 +/- feet to intersect the east line of State Highway 67;

Thence, along the west line of State Highway 67 along a curve to the right an arc distance of 272.37 feet with a curve radius of 1245.9 feet, a chord length and bearing of 271.93 feet South 09° 35' 43" West to the northeast corner of sequential annexation Parcel 10;

Thence, North 88° 54' 19" West a distance of 208.2 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 11 having an area of 1.42 acres more or less; a perimeter of 1,026.2 feet, and being contiguous with the Florence City boundary a distance of 208.2 feet.

**Parcel 12:**

**Beginning** at the northwest corner of sequential annexation Parcel 11, thence North 05° 27' 10" East along the west line of State Highway 67 a distance of 319.8 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 84° 14' 10" East a distance of 100 feet to intersect the east line of State Highway 67;

Thence, South 11° 44' 10" East along the east line of State Highway 67 a distance of 341.7 feet to the northeast corner of sequential annexation Parcel 11;

Thence, North 88° 16' 20" West a distance of 200 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 12 having an area of 1.12 acres more or less; a perimeter of 961.5 feet, and being contiguous with the Florence City boundary a distance of 200 feet.

**Parcel 13:**

**Beginning** at the northwest corner of sequential annexation Parcel 12, thence North 05° 29' 06" West along the west line of State Highway 67 a distance of 200 feet;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 100.5 +/- feet to intersect the east line of State Highway 67;

Thence, South 05° 29' 06" East along the east line of State Highway 67 a distance of 189.9 feet to the northeast corner of sequential annexation Parcel 12;

Thence, South 84° 14' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 13 having an area of 0.45 acres more or less; a perimeter of 590.43 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 14:**

**Beginning** at the northwest corner of sequential annexation Parcel 13, thence North 05° 29' 06" West along the west line of State Highway 67 a distance of 200 feet;

Thence, leaving the west line of State Highway 67 and proceeding East a distance of 100.5 +/- feet to intersect the east line of State Highway 67;

Thence, South 05° 29' 06" East along the east line of State Highway 67 a distance of 200 feet to the northeast corner of sequential annexation Parcel 13;

Thence, West a distance of 100.5 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 14 having an area of 0.46 acres more or less; a perimeter of 601 feet, and being contiguous with the Florence City boundary a distance of 100.5 feet.

**Parcel 15:**

**Beginning** at the northwest corner of sequential annexation Parcel 14, thence North 05° 29' 06" West along the west line of State Highway 67 a distance of 132.63 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 84° 30' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 05° 29' 06" East along the east line of State Highway 67 a distance of 142.73 feet to the northeast corner of sequential annexation Parcel 14;

Thence, West a distance of 100.5 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 15 having an area of 0.32 acres more or less; a perimeter of 475.86 feet, and being contiguous with the Florence City boundary a distance of 100.5 feet.

**Parcel 16:**

**Beginning** at the northwest corner of sequential annexation Parcel 15, thence proceeding along the west line of State Highway 67 along a curve to the left an arc distance of 182 feet with a curve radius of 991.98 feet, a chord length and bearing of 181.24 feet North 10°43' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding East distance of 104.3 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 169.6 feet with a curve radius of 1091.98 feet, a chord length and bearing of 169.46 feet South 09° 57' 00" East to the northeast corner of sequential annexation Parcel 14;

Thence, South 84° 30' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 16 having an area of 0.41 acres more or less; a perimeter of 555.9 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 17:**

**Beginning** at the northwest corner of sequential annexation Parcel 16, thence along the west line of State Highway 67 along a curve to the left an arc distance of 89.3 feet with a curve radius of 991.98 feet, a chord length and bearing of 89.29 feet North 18°36' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding North 68°49' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 129.2 feet with a curve radius of 1091.98 feet, a chord length and bearing of 129 feet South 17° 47' 00" East to the northeast corner of sequential annexation Parcel 16;

Thence, West a distance of 104.3+/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 17 having an area of 0.25 acres more or less; a perimeter of 422.8 feet, and being contiguous with the Florence City boundary a distance of 104.3 feet.

**Parcel 18:**

**Beginning** at the northwest corner of sequential annexation Parcel 17, thence North 21° 10' 15" West along the west line of State Highway 67 a distance of 170 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 68° 49' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 21° 10' 15" East along the east line of State Highway 67 a distance of 170 feet to the northeast corner of sequential annexation Parcel 17;

Thence, South 68° 49' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 18 having an area of 0.39 acres more or less; a perimeter of 540 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 19:**

**Beginning** at the northwest corner of sequential annexation Parcel 18, thence North 21° 10' 15" West along the west line of State Highway 67 a distance of 170 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 68° 49' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 21° 10' 15" East along the east line of State Highway 67 a distance of 170 feet to the northeast corner of sequential annexation Parcel 18;

Thence, South 68° 49' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 19 having an area of 0.39 acres more or less; a perimeter of 540 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 20:**

**Beginning** at the northwest corner of sequential annexation Parcel 19, thence North 21° 10' 15" West along the west line of State Highway 67 a distance of 161.65 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 68° 49' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 21° 10' 15" East along the east line of State Highway 67 a distance of 161.65 feet to the northeast corner of sequential annexation Parcel 19;

Thence, South 68° 49' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 20 having an area of 0.37 acres more or less; a perimeter of 523.3 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 21:**

**Beginning** at the northwest corner of sequential annexation Parcel 20, thence along the west line of State Highway 67 along a curve to the right an arc distance of 175.6 feet with a curve radius of 1373.22 feet, a chord length and bearing of 174.5 feet North 17° 40' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding North 76° 07' 00" East distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the left an arc distance of 162.8 feet with a curve radius of 1273.22 feet, a chord length and bearing of 161.25 feet South 17° 40' 00" East to the northeast corner of sequential annexation Parcel 20;

Thence, South 68° 49' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 21 having an area of 0.39 acres more or less; a perimeter of 538.4 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 22:**

**Beginning** at the northwest corner of sequential annexation Parcel 21, thence along the west line of State Highway 67 along a curve to the right an arc distance of 175.6 feet with a curve radius of 1373.22 feet, a chord length and bearing of 174.5 feet North 10° 10' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding North 83° 31' 00" East distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the left an arc distance of 162.8 feet with a curve radius of 1273.22 feet, a chord length and bearing of 161.25 feet South 10° 10' 00" East to the northeast corner of sequential annexation Parcel 21;

Thence, South 76° 07' 00" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 22 having an area of 0.39 acres more or less; a perimeter of 538.4 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 23:**

**Beginning** at the northwest corner of sequential annexation Parcel 22, thence along the west line of State Highway 67 along a curve to the right an arc distance of 175.6 feet with a curve radius of 1373.22 feet, a chord length and bearing of 174.5 feet North 02° 50' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 12' 17" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the left an arc distance of 162.8 feet with a curve radius of 1273.22 feet, a chord length and bearing of 161.25 feet South 02° 50' 00" East to the northeast corner of sequential annexation Parcel 22;

Thence, South 83° 31' 00" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 23 having an area of 0.39 acres more or less; a perimeter of 538.4 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 24:**

**Beginning** at the northwest corner of sequential annexation Parcel 23, thence North 00° 46' 49" East along the west line of State Highway 67 a distance of 143.1 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 13' 11" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 46' 49" West along the east line of State Highway 67 a distance of 143.1 feet to the northeast corner of sequential annexation Parcel 23;

Thence, North 89° 12' 17" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 24 having an area of 0.33 acres more or less; a perimeter of 486.2 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 25:**

**Beginning** at the northwest corner of sequential annexation Parcel 24, thence North 00° 46' 49" East along the west line of State Highway 67 a distance of 143.1 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 13' 11" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 46' 49" West along the east line of State Highway 67 a distance of 143.1 feet to the northeast corner of sequential annexation Parcel 24;

Thence, North 89° 13' 11" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 25 having an area of 0.33 acres more or less; a perimeter of 486.2 feet, and being contiguous with the Florence City boundary a distance of 100 feet.



**Parcel 26:**

**Beginning** at the northwest corner of sequential annexation Parcel 24, thence North 00° 46' 49" East along the west line of State Highway 67 a distance of 143.1 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 13' 11" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 46' 49" West along the east line of State Highway 67 a distance of 143.1 feet to the northeast corner of sequential annexation Parcel 25;

Thence, North 89° 13' 11" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 26 having an area of 0.33 acres more or less; a perimeter of 486.2 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 27:**

**Beginning** at the northwest corner of sequential annexation Parcel 26, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 189.5 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 26;

Thence, North 89° 13' 11" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 27 having an area of 0.44 acres more or less; a perimeter of 579.5 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 28:**

**Beginning** at the northwest corner of sequential annexation Parcel 27, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 27;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 28 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 29:**

**Beginning** at the northwest corner of sequential annexation Parcel 28, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 28;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 29 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 30:**

**Beginning** at the northwest corner of sequential annexation Parcel 29, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 29;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 30 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 31:**

**Beginning** at the northwest corner of sequential annexation Parcel 30, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 30;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 31 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 32:**

**Beginning** at the northwest corner of sequential annexation Parcel 31, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 31;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 32 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 33:**

**Beginning** at the northwest corner of sequential annexation Parcel 32, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 32;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 33 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 34:**

**Beginning** at the northwest corner of sequential annexation Parcel 33, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 33;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 34 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 35:**

**Beginning** at the northwest corner of sequential annexation Parcel 34, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 34;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 35 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 36:**

**Beginning** at the northwest corner of sequential annexation Parcel 35, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 35;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 36 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 37:**

**Beginning** at the northwest corner of sequential annexation Parcel 36, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 36;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 37 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 38:**

**Beginning** at the northwest corner of sequential annexation Parcel 37, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 37;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 38 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 39:**

**Beginning** at the northwest corner of sequential annexation Parcel 38, thence North 01° 03' 12" East along the west line of State Highway 67 a distance of 173.8 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 88° 56' 48" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 01° 03' 12" West along the east line of State Highway 67 a distance of 173.8 feet to the northeast corner of sequential annexation Parcel 38;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 39 having an area of 0.40 acres more or less; a perimeter of 547.6 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 40:**

**Beginning** at the northwest corner of sequential annexation Parcel 39, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 +/- feet to the northeast corner of sequential annexation Parcel 39;

Thence, North 88° 56' 48" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 40 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 41:**

**Beginning** at the northwest corner of sequential annexation Parcel 40, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 40;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 41 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 42:**

**Beginning** at the northwest corner of sequential annexation Parcel 41, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 41;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 42 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 43:**

**Beginning** at the northwest corner of sequential annexation Parcel 42, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 42;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 43 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 44:**

**Beginning** at the northwest corner of sequential annexation Parcel 43, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 43;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 44 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 45:**

**Beginning** at the northwest corner of sequential annexation Parcel 44, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 44;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 45 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 46:**

**Beginning** at the northwest corner of sequential annexation Parcel 45, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 45;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 46 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 47:**

**Beginning** at the northwest corner of sequential annexation Parcel 46, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 46;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 47 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 48:**

**Beginning** at the northwest corner of sequential annexation Parcel 47, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 47;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 48 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 49:**

**Beginning** at the northwest corner of sequential annexation Parcel 48, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 48;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 49 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.



**Parcel 50:**

**Beginning** at the northwest corner of sequential annexation Parcel 49, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 49;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 50 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 51:**

**Beginning** at the northwest corner of sequential annexation Parcel 50, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 50;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 51 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 52:**

**Beginning** at the northwest corner of sequential annexation Parcel 51, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 190 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 89° 01' 27" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 190 feet to the northeast corner of sequential annexation Parcel 51;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 52 having an area of 0.44 acres more or less; a perimeter of 580 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 53:**

**Beginning** at the northwest corner of sequential annexation Parcel 52, thence North 00° 58' 33" East along the west line of State Highway 67 a distance of 49 feet to a tangent point of a curve;

Thence, along the west line of State Highway 67 to the southeast corner of Lot 39, Airport Industrial Park Filing 1, Parcel B along a curve to the left an arc distance of 148.19 feet with a curve radius of 675.25 feet, an approximate chord length and bearing of 147.85 feet North 04° 50' 47" West, said point also being on the east / west center-line of Section 4 Township 19 South, Range 69 West;

Thence, leaving the west line of State Highway 67 and proceeding eastward along the center-line of said Section 4 a distance of 102 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 149.53 feet with a curve radius of 775.25 feet, a chord length and bearing of 149.3 feet South 04° 15' 39" East;

Thence, South 00° 58' 33" West along the east line of State Highway 67 a distance of 49 feet to the northeast corner of sequential annexation Parcel 52;

Thence, North 89° 01' 27" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 53 having an area of 0.37 acres more or less; a perimeter of 499.72 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 54:**

**Beginning** at the northwest corner of sequential annexation Parcel 53, said point being the southeast corner of Lot 39, Airport Industrial Park Filing 1, Parcel B;

Thence, along the west line of State Highway 67 along a curve to the left an arc distance of 55.09 feet with a curve radius of 675.25 feet, a chord length and bearing of 55.07 feet North 13° 38' 49" West;

Thence, leaving the west line of State Highway 67 and proceeding North 74° 00' 57" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 83.86 feet with a curve radius of 775.25 feet, a chord length and bearing of 83.84 feet South 12° 57' 14" East to the northeast corner of sequential annexation Parcel 53;

Thence, westward along the east / west center-line of said Section 4 a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 54 having an area of 0.16 acres more or less; a perimeter of 340.95 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 55:**

**Beginning** at the northwest corner of sequential annexation Parcel 54, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 54;

Thence, South 74° 00' 57" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 55 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 56:**

**Beginning** at the northwest corner of sequential annexation Parcel 55, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 55;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 56 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 57:**

**Beginning** at the northwest corner of sequential annexation Parcel 56, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 56;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 57 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 58:**

**Beginning** at the northwest corner of sequential annexation Parcel 57, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 57;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 58 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 59:**

**Beginning** at the northwest corner of sequential annexation Parcel 58, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 58;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 59 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 60:**

**Beginning** at the northwest corner of sequential annexation Parcel 59, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 59;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 60 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 61:**

**Beginning** at the northwest corner of sequential annexation Parcel 60, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 196 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 60;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 61 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 62:**

**Beginning** at the northwest corner of sequential annexation Parcel 61, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 174.88 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 73° 41' 45" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 174.88 feet to the northeast corner of sequential annexation Parcel 61;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 62 having an area of 0.40 acres more or less; a perimeter of 549.76 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 63:**

**Beginning** at the northwest corner of sequential annexation Parcel 62, thence North 16° 18' 15" West along the west line of State Highway 67 a distance of 45.42 feet to a tangent point of a curve;

Thence, along the west line of State Highway 67 along said curve to the left an arc distance of 100.92 feet with a curve radius of 1305.3 feet, a chord length and bearing of 100.8 feet North 18° 26' 00" West;

Thence, leaving the west line of State Highway 67 and proceeding North 69° 19' 23" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 108.65 feet with a curve radius of 1405.3 feet, a chord length and bearing of 108.43 feet South 18° 26' 00" East;

Thence, South 16° 18' 15" East along the east line of State Highway 67 a distance of 45.42 feet to the northeast corner of sequential annexation Parcel 62;

Thence, South 73° 41' 45" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 63 having an area of 0.34 acres more or less; a perimeter of 500.41 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 64:**

**Beginning** at the northwest corner of sequential annexation Parcel 63;

Thence, along the west line of State Highway 67 along a curve to the left an arc distance of 100.92 feet with a curve radius of 1305.3 feet, a chord length and bearing of 100.89 feet North 22° 53' 31" West;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 53' 36" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 108.65 feet with a curve radius of 1405.3 feet, a chord length and bearing of 108.62 feet South 22° 53' 31" East to the northeast corner of sequential annexation Parcel 63;

Thence, South 69° 19' 23" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 64 having an area of 0.24 acres more or less; a perimeter of 409.57 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 65:**

**Beginning** at the northwest corner of sequential annexation Parcel 64, thence North 25° 09' 50" West along the west line of State Highway 67 a distance of 196 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 50' 10" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 25° 09' 50" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 64;

Thence, South 64° 53' 36" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 65 having an area of 0.45 acres more or less; a perimeter of 592.17 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 66:**

**Beginning** at the northwest corner of sequential annexation Parcel 65, thence North 25° 09' 50" West along the west line of State Highway 67 a distance of 196 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 50' 10" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 25° 09' 50" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 65;

Thence, South 64° 50' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 66 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 67:**

**Beginning** at the northwest corner of sequential annexation Parcel 66, thence North 25° 09' 50" West along the west line of State Highway 67 a distance of 196 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 50' 10" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 25° 09' 50" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 66;

Thence, South 64° 50' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 67 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 68:**

**Beginning** at the northwest corner of sequential annexation Parcel 67, thence North 25° 09' 50" West along the west line of State Highway 67 a distance of 196 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 50' 10" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 25° 09' 50" East along the east line of State Highway 67 a distance of 196 feet to the northeast corner of sequential annexation Parcel 67;

Thence, South 64° 50' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 68 having an area of 0.45 acres more or less; a perimeter of 592 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 69:**

**Beginning** at the northwest corner of sequential annexation Parcel 68, thence North 25° 09' 50" West along the west line of State Highway 67 a distance of 139.75 +/- feet;

Thence, leaving the west line of State Highway 67 and proceeding North 64° 50' 10" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 25° 09' 50" East along the east line of State Highway 67 a distance of 139.75 feet to the northeast corner of sequential annexation Parcel 68;

Thence, South 64° 50' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 69 having an area of 0.32 acres more or less; a perimeter of 479.5 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 70:**

**Beginning** at the northwest corner of sequential annexation Parcel 69, thence, along the west line of State Highway 67 along a curve to the left an arc distance of 179.46 feet with a curve radius of 769.38 feet, a chord length and bearing of 174.08 feet North 31° 41' 37" West;

Thence, leaving the west line of State Highway 67 and proceeding North 51° 50' 41" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 197.13 feet with a curve radius of 869.38 feet, a chord length and bearing of 196.75 feet South 31° 41' 37" East to the northeast corner of sequential annexation Parcel 69;

Thence, South 64° 50' 10" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 70 having an area of 0.41 acres more or less; a perimeter of 576.59 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 71:**

**Beginning** at the northwest corner of sequential annexation Parcel 70, thence North 38° 09' 19" West along the west line of State Highway 67 a distance of 198 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 51° 50' 41" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 38° 09' 19" East along the east line of State Highway 67 a distance of 198 feet to the northeast corner of sequential annexation Parcel 70;

Thence, South 51° 50' 41" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 71 having an area of 0.45 acres more or less; a perimeter of 596 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 72:**

**Beginning** at the northwest corner of sequential annexation Parcel 71, thence North 38° 09' 19" West along the west line of State Highway 67 a distance of 198 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 51° 50' 41" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 38° 09' 19" East along the east line of State Highway 67 a distance of 198 feet to the northeast corner of sequential annexation Parcel 71;

Thence, South 51° 50' 41" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 72 having an area of 0.45 acres more or less; a perimeter of 596 feet, and being contiguous with the Florence City boundary a distance of 100 feet.



**Parcel 73:**

**Beginning** at the northwest corner of sequential annexation Parcel 72, thence North 38° 09' 19" West along the west line of State Highway 67 a distance of 183.54 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 51° 50' 41" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 38° 09' 19" East along the east line of State Highway 67 a distance of 183.54 feet to the northeast corner of sequential annexation Parcel 72;

Thence, South 51° 50' 41" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 73 having an area of 0.42 acres more or less; a perimeter of 567.64 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 74:**

**Beginning** at the northwest corner of sequential annexation Parcel 73, thence North 32° 56' 18" West along the west line of State Highway 67 a distance of 115.9 feet;

Thence, leaving the west line of State Highway 67 and proceeding North 57° 03' 42" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 32° 56' 18" East along the east line of State Highway 67 a distance of 104.75 feet to the northeast corner of sequential annexation Parcel 73;

Thence, South 51° 50' 41" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 74 having an area of 0.25 acres more or less; a perimeter of 420.65 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 75:**

**Beginning** at the northwest corner of sequential annexation Parcel 74, thence, along the west line of State Highway 67 along a curve to the right an arc distance of 153.88 feet with a curve radius of 195.43 feet, a chord length and bearing of 149.94 feet North 10° 22' 54" West;

Thence, leaving the west line of State Highway 67 and proceeding South 77° 49' 30" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the left an arc distance of 75.14 feet with a curve radius of 95.43 feet, a chord length and bearing of 73.22 feet South 10° 22' 54" East to the northeast corner of sequential annexation Parcel 74;

Thence, South 57° 03' 42" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 75 having an area of 0.26 acres more or less; a perimeter of 429.02 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 76:**

**Beginning** at the northwest corner of sequential annexation Parcel 75, thence, along the west line of State Highway 67 along a curve to the right an arc distance of 153.88 feet with a curve radius of 195.43 feet, a chord length and bearing of 149.94 feet North 34° 43' 54" East;

Thence, leaving the west line of State Highway 67 and proceeding South 32° 42' 41" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the left an arc distance of 75.14 feet with a curve radius of 95.43 feet, a chord length and bearing of 73.22 feet South 34° 43' 54" West to the northeast corner of sequential annexation Parcel 75;

Thence, North 77° 49' 30" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 76 having an area of 0.26 acres more or less; a perimeter of 429.02 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 77:**

**Beginning** at the northwest corner of sequential annexation Parcel 76, thence North 57° 17' 19" East along the west line of State Highway 67 a distance of 136.62 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 26° 34' 51" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 57° 17' 19" West along the east line of State Highway 67 a distance of 128.88 feet to the northeast corner of sequential annexation Parcel 76;

Thence, North 32° 42' 41" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 77 having an area of 0.30 acres more or less; a perimeter of 466.1 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 78:**

**Beginning** at the northwest corner of sequential annexation Parcel 77, thence North 69° 33' 00" East along the west line of State Highway 67 a distance of 170.66 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 20° 27' 00" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 69° 33' 00" West along the east line of State Highway 67 a distance of 159.91 feet to the northeast corner of sequential annexation Parcel 77;

Thence, North 26° 34' 51" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 78 having an area of 0.40 acres more or less; a perimeter of 531.17 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 79:**

**Beginning** at the northwest corner of sequential annexation Parcel 78, thence North 69° 33' 00" East along the west line of State Highway 67 a distance of 170.66 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 20° 27' 00" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 69° 33' 00" West along the east line of State Highway 67 a distance of 170.66 feet to the northeast corner of sequential annexation Parcel 78;

Thence, North 20° 27' 00" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 79 having an area of 0.39 acres more or less; a perimeter of 541.32 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 80:**

**Beginning** at the northwest corner of sequential annexation Parcel 79, thence North 69° 33' 00" East along the west line of State Highway 67 a distance of 175.85 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 21° 16' 02" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 69° 33' 00" West along the east line of State Highway 67 a distance of 175.85 feet to the northeast corner of sequential annexation Parcel 77;

Thence, North 20° 27' 00" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 80 having an area of 0.40 acres more or less; a perimeter of 551.7 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 81:**

**Beginning** at the northwest corner of sequential annexation Parcel 80, thence, along the west line of State Highway 67 along a curve to the left an arc distance of 154.36 feet with a curve radius of 724.85 feet, a chord length and bearing of 154.07 feet North 62° 37' 55" East;

Thence, leaving the west line of State Highway 67 and proceeding South 33° 28' 08" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 175.66 feet with a curve radius of 824.85 feet, a chord length and bearing of 175.33 feet South 62° 37' 55" West to the northeast corner of sequential annexation Parcel 80;

Thence, North 21° 16' 02" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 81 having an area of 0.38 acres more or less; a perimeter of 530.02 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 82:**

**Beginning** at the northwest corner of sequential annexation Parcel 81, thence, along the west line of State Highway 67 along a curve to the left an arc distance of 154.36 feet with a curve radius of 724.85 feet, a chord length and bearing of 154.07 feet North 50° 25' 48" East;

Thence, leaving the west line of State Highway 67 and proceeding South 45° 40' 15" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, along the east line of State Highway 67 along a curve to the right an arc distance of 175.66 feet with a curve radius of 824.85 feet, a chord length and bearing of 175.33 feet South 50° 25' 27" West to the northeast corner of sequential annexation Parcel 81;

Thence, North 33° 28' 08" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 82 having an area of 0.38 acres more or less; a perimeter of 530.02 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 83:**

**Beginning** at the northwest corner of sequential annexation Parcel 82, thence North 45° 15' 26" East along the west line of State Highway 67 a distance of 195 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 44° 44' 34" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 45° 15' 26" West along the east line of State Highway 67 a distance of 195 feet to the northeast corner of sequential annexation Parcel 82;

Thence, North 45° 44' 15" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 83 having an area of 0.45 acres more or less; a perimeter of 590 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 84:**

**Beginning** at the northwest corner of sequential annexation Parcel 83, thence North 45° 15' 26" East along the west line of State Highway 67 a distance of 195 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 44° 44' 34" East a distance of 100 +/- feet to intersect the east line of State Highway 67;

Thence, South 45° 15' 26" West along the east line of State Highway 67 a distance of 195 feet to the northeast corner of sequential annexation Parcel 83;

Thence, North 44° 44' 34" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 84 having an area of 0.45 acres more or less; a perimeter of 590 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 85:**

**Beginning** at the northwest corner of sequential annexation Parcel 84, thence North 45° 15' 26" East along the west line of State Highway 67 a distance of 142.64 feet;

Thence, leaving the west line of State Highway 67 and proceeding South 72° 16' 47" East a distance of 112.8 +/- feet to intersect the east line of State Highway 67;

Thence, South 45° 15' 26" West along the east line of State Highway 67 a distance of 194.77 feet to the northeast corner of sequential annexation Parcel 84;

Thence, North 44° 44' 34" West a distance of 100 +/- feet to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 85 having an area of 0.39 acres more or less; a perimeter of 550.21 feet, and being contiguous with the Florence City boundary a distance of 100 feet.

**Parcel 86 – Parcel owned by James Fontana, Jr., and Carol R. Fontana:**

"A tract of land located in the west one-half of the southeast quarter of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> P.M., Fremont County, Colorado, being more particularly described as follows:

Commencing at the most northerly corner of the plat of Airport Industrial Park, Filing 1, as recorded in the records of the Clerk and Recorders office of Fremont County, said corner on the southerly right-of-way line of Highway 50 and the northerly right-of-way line of Skyland Drive;

Thence, North 72° 17' 04" West along the southerly right-of-way line of Highway 50 a distance of 45.12 feet to the **Point of Beginning**;

Thence, South 45° 15' 26" West along the westerly right-of-way of Skyland Drive, a distance of 702.81 feet to a point at the intersection of the westerly right-of-way line of Skyland Drive and the northerly right-of-way line of Shoop Drive;

Thence, North 59° 22' 41" West along the northerly right-of-way line of Shoop Drive, a distance of 467.66 feet to a point at the intersection of the northerly right-of-way line of Shoop Drive and the easterly right-of-way line of Highway 67;

Thence, North 45° 15' 26" East along the easterly right-of-way line of Highway 67, a distance of 585.01 feet to a point at the intersection of the easterly right-of-way line of Highway 67 and the southerly right-of-way line of Highway 50;

Thence, South 72° 17' 04" East along the southerly right-of-way line of Highway 50, a distance of 510.32 feet to the **Point of Beginning**."

Said Parcel 86 having an area of 6.7 acres more or less; a perimeter of 2265.8 feet, and being contiguous with the Florence City boundary a distance of 585.01 feet.

**Parcel 87 -- Owned by Vernon Estes:**

All that property in the Northwest ¼ of the Southeast ¼ of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian that lies south of US Highway 50 and West of Colorado State Highway 67.

Said property further described as Sequential Annexation Parcel 87 with the following calculated dimensions:

**Beginning** at the southwest corner of the intersection of the south ROW line of US Highway 50 with the westerly ROW line of Colorado State Highway 67;

Thence, southwesterly along the west line of State Highway 67 a distance of 645.45 feet +/- to intersect the south line of the Northwest ¼ of the Southeast ¼ of said Section 33;

Thence, leaving the west line of State Highway 67 and proceeding westerly along the south line of the Northwest ¼ of the Southeast ¼ of said Section 33 a distance of 166.06 +/- feet to intersect the west line of the Northwest ¼ of the Southeast ¼ of said Section 33;

Thence, northward along the west line of the Northwest ¼ of the Southeast ¼ of said Section 33 a distance of 652.54 feet +/- to intersect the south ROW line of US Highway 50;

Thence, southeasterly along the south ROW line of US Highway 50 a distance of 663.12 feet +/- to intersect the west line of State Highway 67 at the **Point of Beginning**;

Said Parcel 87 having an area of 5.63 acres more or less; a perimeter of 2127.17 feet, and being contiguous with the Florence City boundary a distance of 645.45 feet.

**Parcel 88 – Owned by Vernon Estes:**

All that property in the East ½ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian that lies south of US Highway 50.

Said property further described as Sequential Annexation Parcel 88 with the following boundaries:

**Beginning** at the southwest corner of the Northwest ¼ of the Southeast ¼ of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian;

Thence, westerly along the south line of the Northwest ¼ of the Southeast ¼ of said Section 33 a distance of 711.27 feet +/- to intersect the north / south centerline the Northeast ¼ of the Southwest ¼ of said Section 33;

Thence, northward along the north / south center line of the Northeast ¼ of the Southwest ¼ of said Section 33 a distance of 880.35 feet +/- to intersect the south ROW line of US Highway 50;

Thence, southeasterly along the south ROW line of US Highway 50 a distance of 743.71 feet +/- to intersect the west line of the Northwest ¼ of the Southeast ¼ of said Section 33;

Thence, southward along the west line of the Northwest ¼ of the Southeast ¼ of said Section 33 a distance of 652.54 +/- feet to the **Point of Beginning**;

Said Parcel 88 having an area of 12.5 acres more or less; a perimeter of 2987.87 feet +/-, and being contiguous with the Florence City boundary a distance of 652.54 feet.

**Parcel 89 – Owned by Vernon Estes:**

All that property in the West ½ of the Northeast ¼ of the Southwest ¼ of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian that lies south of US Highway 50.

Said property further described as Sequential Annexation Parcel 89 with the following boundaries:

**Beginning** at the southwest corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 33, Township 18 South, Range 69 West of the 6<sup>th</sup> Principal Meridian;

Thence, northward along the west line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 33 a distance of 1108.17 +/- feet to intersect the south ROW line of US Highway 50;

Thence, southeasterly along the south ROW line of US Highway 50 a distance of 743.71 feet +/- to intersect the north / south center line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 33

Thence, southward along the north / south center line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 33 a distance of 880.35 feet +/- to intersect the south line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 33;

Thence, westward along the south line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 33 a distance of 711.27 +/- feet to the **Point of Beginning**;

Said Parcel 89 having an area of 16.2 acres more or less; a perimeter of 3443.51 feet +/-, and being contiguous with the Florence City boundary a distance of 880.35 feet.

**Total annexation area of all 89 sequential annexation parcels is 88.0 acres more or less.**

End of Text