TOWN OF MILLIKEN
TOWN BOARD OF TRUSTEES
AGENDA MEMORANDUM

To: Mayor Tokunaga and Town Board of Trustees From: Martha Perkins, Community Development Director Via: Kent Brown, Town Administrator	Meeting Date: Wednesday, January 28, 2015

Agenda Item #	Action:	Discussion:	Information: X
Agenda Title: Mill Iron V Annexation			
Attachments: Personal Representatives Deed with Survey; Mill Iron V Plats and Replats			

PURPOSE

To review and present to the Board of Trustees the documentation for the annexation petition and other relevant documentation for the McDowell's property annexation into the Town of Milliken to ensure that a section of land owned by the Fields was not annexed into the Town by mistake.

BACKGROUND

At the Town Board regularly scheduled meeting during open comment on January 14, 2015, Bob Fields requested the Board review the annexation papers for the McDowell property, currently known as the Mill Iron V Subdivision. Mr. Fields has a sliver of property adjacent to the Mill Iron V Subdivision, approximately 6 acres, which he believes was annexed into the Town by error. It is an odd shape sliver of land, which may have been annexed due to a survey error as he never remembers being notified about this land being annexed into the town.

Dave Fields, Bob's son, would like to build a house on this sliver of property and has applied for a building permit with the County of Weld. Currently, this building permit is on hold since the property the proposed home is on is in the Town.

Dave Fields does not wish to pull a building permit with the Town because he will be inheriting the farm from his father, approximately 100 adjacent acres, as well as several other farms within the County of Weld. The Fields would like to be able to discharge arms to kill prairie dogs, etc., which is not allowed in the town without a special permit. The Fields would like to run cattle and farm-uses which they believe is more conducive to the uses allowed by right in the County, rather than the Town of Milliken.

The Board requested Staff and the Town Attorney to pull the Mill Iron V Subdivision documentation, including the signatures associated with the petition to annex.

Staff looked for the Mill Iron V Subdivision and the County of Weld's files. Staff did find that the Mill Iron V Subdivision annexation was recorded in 1998 through Ordinance 367. There is also a letter in the file written by Mr. Bruce Fickel stating the Notice of Public Hearing for the Annexation was published in the Johnstown Breeze for four consecutive weeks. The Subdivision Plat was recorded in 1999 and the Fields were included in the mailing list for the Notice of Public Hearing. Several Subdivision Replats were recorded in 2000. These attachments are included.

In addition, Staff located a Personal Representatives Deed, which was recorded March 21, 2007. The Deed includes a survey, which Staff believes is the strip of land in question. It appears that Fields took ownership of the property in question for a payment of $878.00 per the Last Will and Testament of Mr. James McDowell Jr. The transaction was executed by his son, Mr. James McDowell III, as the Representative for the McDowell Estate in Probate Court.

Thus, Staff believes that the Fields purchased the sliver of land, approximately 6 acres, after it had been annexed into the Town. They need to retain their own attorney to determine whether or not they can de-annex this land.

BUDGET IMPLICATIONS

The Town's Attorney provided legal advice on this private matter. The Fields need to retain their own attorney to pursue this issue further or the Fields need to submit their building permit to the Town of Milliken.

RECOMMENDATION

After a thorough review of the existing documentation pertaining to the Mill Iron V Subdivision and the Deed discovered by Staff, Staff recommends no further action be taken on this matter.

SUGESTED MOTION

Not applicable

MINUTES
TOWN OF MILLIKEN
BOARD OF TRUSTEES
Regular Meeting
November 12, 1997
7:00 p.m.
Milliken Community Complex
Board Room

Attendance: Mayor Ted Chavez; Mayor Pro Tem Richard Bejarano, Tom Farmer, Jim Gardner, Eloy Mares, Linda Measner, and Charles Martin. Town Administrator J.R. Schnelzer, Town Clerk Nanette Armstead, Public Works Director Leroy Martinez, Chief of Police, Randall Jacobson, Senior Coordinator Lois Ann Onorato, and Finance Manger Peggy Wakeman. Audience and press were also present.

PUBLIC HEARING PROPOSED ANNEXATION AND ZONING FOR MILL IRON 5 Mayor Ted Chavez opened the public hearing regarding the proposed annexation and zoning for Mill Iron 5 at 7:00 p.m. Jim McDowell and Tom Honn represented Mill Iron 5 and fielded any question from the Board and audience. Bob Ehrlich indicated that he had some concerns with the water and sewer needs located at Mill Iron 5. There was discussion regarding septic systems, development plans and traffic on Weld County Road 52. There being no further questions or comments, Mayor Chavez closed the public hearing at 7:10 p.m.

Mayor Chavez called the regular meeting to order at 7:10 p.m. Mayor Chavez led all present in the pledge of allegiance.

RECOGNITIONS Ty Buxman, Duane Shable, and Frank Brothers were recognized for their time and effort regarding the snow removal project. Certificates were sent to the above mentioned.

APPROVAL OF MINUTES Motion by Measner to approve the October 8, 1997 minutes as printed, second by Gardner. Motion carried unanimously.

Motion by Bejarano to approve the October 22, 199 minutes as printed, second by Farmer, motion carried.

FINANCIAL REPORT Finance Manager Peggy Wakeman, presented the Board with the financial report. Wakeman indicated that at the December 10th board meeting, she will be supplying them with an amended budget for 1997. The 1998 budget will also be available to adopt at the December 10th meeting also.

ADDITION TO THE AGENDA Items "l" and "m" were added to the agenda, inclusion to the Milliken Fire Department and Budget Update respectively.

AUDIENCE WITH INDIVIDUALS Dale Smith from Custom Inspection Service submitted a letter of proposal to provide building inspection service to the Town of Milliken. Smith described what he could offer the Town compared to Colorado Inspection Agency. The board directed Town Administrator, JR Schnelzer to look into this matter and report back later, when the contract with Colorado Inspection Agency is expired.

VOICE MAIL PHONE SYSTEM Nanette Armstead, Town Clerk reported that the new phone system has been installed and requested that all board members come in and set up their own voice mail. The voice mail would let the community, communicate with the board members on one-on-one scenario.

BOARD MEETING, DECEMBER 10TH JR Schnelzer reported to the Board, that the Northern Colorado Regional Planning Association has made arrangements to hold the Lincoln Land Institute seminar on Wednesday evening, December 10th, and all day Thursday, December 11th. The Board members have been invited and JR suggested that the regular scheduled Town Board meeting of December 10th, be moved to Tuesday, December 9th.

Motion to change the regular scheduled meeting of December 10th, to a special meeting on December 9, 1997, was made by Bejarano, with a second from Martin. Motion carried unanimously.

PROPOSED OMNIBUS ORDINANCE Mayor Chavez read Ordinance #366, **THE FIRST 1997 OMNIBUS ORDINANCE.** Motion by Gardner to adopt Ordinance #366, second by Bejarano. Motion carried.

RESOLUTION 97-16, NORTHERN COLORADO PLANNING STUDY This resolution would be an analysis of growth trends that a regional framework study is needed in the areas of the Town of Milliken, Berthoud, Windsor, Wellington, Johnstown, and the Cities of Fort Collins, Loveland, Evans, Greeley, Larimer and Weld Counties. The study is to establish a resource for community linkages and to maintain separation of communities, to reserve and enhance the identity of each community.

Trustee Measner made a motion to adopt **RESOLUTION 97-16, THE RECOMMENDATIONS OF THE NORTHERN COLORADO REGIONAL PLANNING STUDY AND ESTABLISHING A FRAMEWORK FOR FUTURE REGIONAL COOPERATION.** Motion was then seconded by Farmer and carried.

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL PLANNING STUDY Town Administrator, Schnelzer informed the Board that this study is to establish a process of intrjurisdictional cooperation in order to manage the growth of the region in the public interest, preserve open lands between communities and achieve the recommendations of the Northern Colorado Regional Planning Study. Schnelzer indicated that the signing of this IGA would not be done until December and would like the Board to approve the IGA with the Mayor signing it on the behalf of the Town of Milliken. Motion by Farmer to approve the IGA with Northern Colorado Regional Planning and to have the Mayor sign on the behalf of the Town. Motion was

then seconded by Gardner and carried.

KEN'S MARKET LIQUOR LICENSE Owner of the Ken's Market, Ken Spooner was present. Farmer suggested that he would like to see newly hires trained in TIPS or IDing possible under age purchases. Chief Jacobson, indicated there had been no problems reported at Ken's Market. Town Clerk, Armstead indicated that all fees have been paid. Motion by Measner to approve the liquor license for Ken's Market. Motion was then seconded by Bejarano and carried unanimously.

PROPOSED APPROVAL OF THE ANNEXATION AND ZONING OF MILL IRON 5 Owner Jim McDowell, town staff and town attorney, Fickel will produce a Development Agreement. Motion by Gardner to approve the Mill Iron 5 Annexation, Ordinance #367, **AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF LAND TO THE TOWN OF MILLIKEN, COUNTY OF WELD, STATE OF COLORADO, TO BE KNOWN AND SEDIGNATED AS THE MILL IRON 5 ANNEXATION TO THE TOWN OF MILLIKEN, COLORADO.** . Second to this motion was made by Martin, with motion carrying.

WELD COUNTY REFERRAL - KEITH A & MELODIE KAMMERZELL The Planning Communication recommendation regarding this referral was "No Conflict". Terry Weidman, represented the Kammerzell's and he indicated that this property is located near Platteville. Motion by Gardner to report "No Conflict" with Weld County Referral. Motion was then seconded by Bejarano and motion carried.

LUCKY 13 SPORTS PARK - SPECIAL MEETING REQUEST Greg Baker requested from the council to hold an emergency meeting on either November 20th or November 21st, 1997 in consideration of the Lucky 13 property annexation. There was many of Baker's neighbors that attended this meetings and requested from the Board, that they not grant the special meeting. They (the residents) felt that this project was being "rushed" through and that many concerns needed to be addressed.

With all discussion regarding the Sports Park, Attorney Fickel recommended that Baker hold an informational meeting with his neighbors. This meeting would address all concerns regarding the Sports Park. Motion by Gardner to hold a special meeting on November 20, 1997, second by Farmer. Motion was defeated, with Mares, Martin, Chavez and Measner voting against the special meeting. Bejarano, Gardner and Farmer voting for the special meeting.

The annexation proposal will follow the regular meetings schedule. This schedule being, proposed resolution adoption on December 9, 1997 and a public hearing on January 14, 1998

RESOLUTION 97-17, RIGHT TO FARM Mayor Chavez read *"Right-to-Farm"* resolution. Motion to adopt **RESOLUTION 97-17, RIGHT TO FARM**, was made by Bejarano, with the addition of "may include 24 hours operation" to paragraph three. Motion seconded by Farmer. Motion carried unanimously.

RESOLUTION 97-18, FIRE PROTECTION DISTRICT Town Attorney presented to the Board a resolution indicating that the Milliken Fire Protection District will provide fire protection services to the Blehm Waterway Estates, a.k.a. Mad Russian Estates. Motion to adopt **RESOLUTION 97-18 A RESOLUTION STATING THAT THE MILLIKEN FIRE PROTECTION DISTRICT WILL PROVIDE FIRE PROTECTION TO MAD RUSSIAN ESTATES** and the Town will pay for the attorney fees, not to exceed $500, motion seconded by Martin. Motion carried.

BUDGET UPDATE Finance Manager Wakeman requested that the information be presented in the work session.

EXECUTIVE SESSION - PERSONNEL Mayor Chavez, Town Board, Town Administrator Schnelzer and Attorney Bruce Fickel retired to an executive session regarding personnel at 9:00 p.m.

Mayor Chavez resumed the regular meeting at 9:30p.m.

LIST OF BILLS Motion to approve the list of bills as presented was made by Bejarano, second by Gardner. Motion carried. Trustee Mares abstained from the motion.

STATUS REPORTS

Town Clerk Armstead reported on the Holiday Town Party, and that the Sports Zone Liquor License had been received. Sports Zone has applied for a building permit and will start remodeling soon. Judge John Perrott, has appointed Faith Gardner, has Court Clerk.

Public Works Director Low pressure at Mad Russian Estates, Central Weld Water District was replacing a line. Weld County Road 44 needs to be repaired, Martinez is looking into this matter.

Finance Manager Wakeman will be obtaining videos for defensive driving. The 1998 budget information was provided by Wakeman and a budget retreat was scheduled November 22, at 9:00 a.m.

Senior Coordinator Onorato reported that the boutique went well, they sold over 500 kraut-burgers and 120 bags of noodles. They are taking a trip to Blackhawk on December 4th and a light show around the Town of Milliken on December 20th.

Attorney Fickel reported that they are still trying to work on an agreement with Sam Vigil, the restraining order is still in effect. The Wilson case is still active, more information when it is available.

Administrator Schnelzer reported on status of the storage water tank. Milliken Sanitation District Manager, Gina Janett and Schnelzer is working on her contract for employment. Reminded the Board on dates for the Lincoln Land Seminar.

Recreation Nanette Armstead reported to the Board, the increase of enrollment on sports

activities.

Planning Commission The Planning Commission is working on Architectural Standards.

There being no further business, Mayor Chavez closed the regular meeting at 10:00 p.m..

Nanette S Armstead, CMC
Town Clerk

Approved by the Board of Trustees:

Ted J. Chavez, Mayor

MINUTES
TOWN OF MILLIKEN
BOARD OF TRUSTEES
Regular Meeting
September 24, 1997
7:00 p.m.
Milliken Community Complex
Board Room

The regular meeting of the Board of Trustees of the Town of Milliken was called to order at 7:00 p.m. by Mayor Ted Chavez. The meeting was attended by Trustees Richard Bejarano, Tom Farmer, Jim Gardner, Eloy Mares, Linda Measner, and Charles Martin. Town Administrator J.R. Schnelzer, Town Clerk Margaret Wakeman, Senior Coordinator Lois Ann Onorato, Police Chief Randall Jacobson, Pat Sorenson of Tuttle-Applegate, Attorney Bruce Fickel, Deputy Town Clerk Nanette Armstead. Press and audience were also present. Mayor Chavez led all present in the pledge of allegiance.

RECOGNITION None.

FINANCIAL REPORT None.

ADDITIONS TO AGENDA None.

AUDIENCE WITH INDIVIDUALS Reuben and Ruby Ehrlich expressed to the Board that a stop sign is needed at the corner of Weld County Road 21 and 44. Mr. Ehrlich indicated that there have been several near misses at this location and would like to have a stop sign placed here. Mayor Chavez directed JR Schnelzer to handle this matter.

PROPOSED ORDINANCE AMENDING ZONING TO RM AND C Ehrlich made a request to amend the zoning, PUD on the 480 acres South of Highway 60 and RM and C zoning on the 100 acres North of Highway 60, to the following. Ehrlich wants to eliminate RM zoning from the request completely. All homes will be placed on permanent foundations. If the PUD zoning is approved, the Town will agree to negotiate phasing over a period of time, and that the construction of car ports and garages be considered to be constructed at a later date. Ehrlich would like the Town and the Developer to establish covenants. He would like to form a Board that would be the liaison between the school district, the Town and developers regarding to school site location, open space and park areas. These agreements could have a cash-in-lieu of land area for the school district. Ehrlich's proposed funding a position for the town to assist

with planning issues. His last comment regarding the zoning change was to investigate the possibility of using the farm well water to water the parks and community gardens. Ehrlich did also request, that the operation of the feedlots be permitted over the winter and spring months, which will be until June 1, 1998.

Trustee Linda Measner had a concern that the lots, that were allocated for the Mobile Home project will remain the same lot size,, as if it was a mobile home park, which lot size is 55' by 100' (5,500 sq feet). Ehrlich said in actually the cost revenue form 6,000 - 7,000 sq feet lots he would continue to have these lots as rental pads, possibly market the land as a "lease purchase option". He did indicate that hopefully he would obtain enough equity from this phase, so he could move to the other phases of this development.

Trustee Jim Gardner would like to see a Market Study done at this location, with what is proposed to be built. Ehlich indicated that he had a completed market study. Gardner feels that to sell these homes they would need to have either car ports or garages. Ehlich reinforced that possibility, but felt that they could handle this situation in the covenants.

There were several other comments, regarding this zoning change. One being the possibility of Harlen Truss Company locating to this area. Another, being that the school district would take money instead of a school site. What instituted this comment was the location of the school ithin this project. The location propsoed was right next to the railroad tracks, which was not acceptable with the Board.

John Prosser a representative for the Ehrlich's, informed the Board on the logistic, marketing information, the absorption rate of population and general information regarding this project. Prosser will keep the Board informed on any issues that come up with this project.

Conversation regarding water tap availability was asked by Trustee Richard Bejarano. The agreement with Central Weld County Water District and the Town of Milliken is almost complete and in this agreement it will address the availability of water taps, as well as the installation of a water storage unit, that will help the growth within the community. There is the possibility of 200 to 250 taps being available every year, possibly more with the water storage unit.

Town Administrator JR Schnelzer re-irrated to the Board that they definitely needed to consider the effects of sewer, traffic, schools, additional staff and police with this subdivision. Also, that the town could controll growth by way of sewer and water tap fees. With the Town's Comprehensive Plan being prepared do we want aggressive growth? Do we want to wait until the Comprehensive Plan is complete before the Board proceeds with this request?

David Siple from Patina Oil, informed the Board that the oil company is looking at drilling approximately eight oil wells at this location. They have great concerns regarding this subdivision and indicated that they will need to acquire an agreement with the Ehrlich before any development is started. There was discussion regarding slant drilling for these wells, but, that it might not be cost effective. More information will need to be obtained and definitely more preparation will need to be done. Siple indicated that usually an agreement can be reached by both parties.

After long discussion, Measner informed the Board that the Planning Commission had voted yes to the Historical and Commercial zoning on the North side of Highway 60. With that recommendation, motion by Measner to approve the amended zoning to Historical Preservation. Motion second by Farmer and motion carried with Farmer dissenting.

Measner reported that the Planning Commission decision regarding amending zoning to PUD was negative, because of a different proposal to make a sound decision. The Planning Commission would like to have more information regarding schools, covenants, home owners' association and a market analysis. Motion by Bejarano to approve the amended zoning request to PUD from R-1, provided that Ehrlich provides written agreements from the school district (cash in lieu of property), the oil companies, railroad companies and with the Town regarding the water storage project and other issues as defined by Town Administor JR Schnlezer. Bejarano motion also included that covenants be in place, as well as a home owners' association and that the feedlots can operate until June 1, 1998 or until the first building permit is pulled, which ever is first. Bejarano indicated that all conditions need to be met before a building permit is issued. Motion was then seconded by Gardner and motion carried with Farmer and Measner dissenting.

MCDOWELL ANNEXATION Tom Honn, representative of Mill Iron 5 Ranch, presented the annexation proposal. The subdivision consists of 160 acres, which would be 31 lots situated on 2-4 acres per lot. There are 61 acres of ag-land that will remain ag land and will be available for the residents to use. Honn is having the engineers check on the pivot water system, that is already available at this location. There is the possibility that irrigation will be able for lawn watering. Motion to develop a resolutin initiating annexation procedures and finding of substaintail compliance was made by Bejarano with Martin seconding the motion, motion carried.

COMPREHENSIVE PLAN UPDATE No update.

WATER STORAGE UPDATE Pat Sorenson of Tuttle-Applegate reported that the Town would possibly need a four million gallon water tank. Sorenson indicated that their

are working with Steve Muellen from Design Workshop regarding the storage tank and more information will be given when obtained.

1996 FINANCIAL AUDIT REPORT Dan Shommer, Watkins & Schommer presented the 1996 financial audit. He discussed with the Board the actual report. Motion by Farmer to approve the 1996 audit report, second by Measner and motion carried.

CLARIFICATION OF SETBACK FOR TOWN HOMES BLOCK 40 When a variance for set back requirements was granted for Block 40, it was granted on the garages, but not for the houses. When Gary Harkless owner of Block 40 requested the variance, he had requested that the buildings and garages both be considered. The minutes reflected only the garages and Harkless is requesting clarification on the setback variance on the houses also. Motion by Bejarano to grant the variance for the setback requirements on Block 40 for both houses and garages, second by Martin. Motion carried with Measner dissenting.

ORDINANCE FOR DETENTION AND INCARCERATION Motion to approve Ordinance 364 was made by Measner, second by Gardner. Motion carried unanimously.

The meeting was adjourned to the work session by Mayor Chavez.

_____
Nanette Armstead, Deputy Town Clerk
Approved by the Board of Trustees:

_____
Ted J. Chavez, Mayor

ORDINANCE NO. 367

AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF LAND TO THE TOWN OF MILLIKEN, COUNTY OF WELD, STATE OF COLORADO, TO BE KNOWN AND DESIGNATED AS THE MILL IRON 5 ANNEXATION TO THE TOWN OF MILLIKEN, COLORADO.

WHEREAS, a Petition for Annexation together with seven copies of a Plat of said land as required by ordinance were filed with the Town of Milliken by the owners of one hundred percent (100%) of the area of the land hereinafter described; and,

WHEREAS, the Board of Trustees by motion at its regular meeting accepted said Petition and found that the Petition substantially complied with the statutory requirements set forth in Sections 31-12-104, 31-12-105 and 31-12-107, C.R.S.; and,

WHEREAS, the Board of Trustees has determined that an election is not required under Section 31-12-107(2), C.R.S. as provided in Section 31-12-111, C.R.S.; and,

WHEREAS, the Board of Trustees has determined that additional terms and conditions were not to be imposed and that the Petition was signed by owners of one hundred percent (100%) of the property proposed to be annexed, exclusive of streets and alleys. Therefore, in accordance with Section 31-12-107, C.R.S., the Board of Trustees of the Town of Milliken has determined that an ordinance to annex such land to the municipality should be considered.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN, COLORADO:

Section 1.

That the following described land to be known and described as the Mill Iron 5 Annexation to the Town of Milliken, is hereby annexed:

The above described parcel exhibit "A" contains 99.1 acres and shall be zoned Agricultural-E (AE) and described parcel exhibit "B" contains 54.11 acres and shall be zoned Agricultural (A).

Section 2. Effective Date: Dec 20, 1997

The Board of Trustees of the Town of Milliken herewith finds, determines and designates that this Ordinance shall take effect and be in force 30 days after publication.

At its meeting of October 22, 1997, a public hearing was set by the Board of Trustees of the Town of Milliken for its meeting held on the 12th day of November, 1997. After the public hearing, the Ordinance was read, passed and ordered published by the Board of Trustees at its meeting this 12th day of November, 1997.

TOWN OF MILLIKEN:

Ted Chavez

Ted Chavez - Mayor

ATTEST:

Nanette S. Armstead

Nanette S. Armstead, CMC
Town Clerk

Published: 11/20/97

EXHIBIT "A"

PROPOSED AGRICULTURAL-ESTATE (AE) ZONING DISTRICT

For The Proposed
MILL IRON 5 RANCH SECOND ANNEXATION
to the Town of Milliken, Colorado

PROPERTY DESCRIPTION (Agricultural-Estate Zoning District):

A tract of land located in the South Half of Section 27, Township 5 North, Range 67 West of the 6th P.M. and the West Half of the Northeast Quarter and the East Half of the Northwest Quarter situate in Section 34, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado, and being more particularly described as follows:
BEGINNING at the Northeast corner of the Northwest Quarter of said Section 34 and considering the North line of the Northwest Quarter of said Section 34 to bear South 89° 54' 42" West with all other bearings contained herein being relative thereto:
Thence North 01° 16' 01" East 30.01 feet; thence North 89° 54' 20" East 1281.21 feet to a point on the Northerly prolongation of the East line of the West Half of the Northeast Quarter of said Section 34; thence along said Northerly prolongation of the East line of the West Half of the Northeast Quarter of said Section 34 and along said East line South 00° 37' 42" West 2672.07 feet to the Center-East 1/16 corner of said Section 34; thence along the South line of the West Half of the Northeast Quarter of said Section 34 (as monumented in the field) North 89° 14' 26" West 679.69 feet; thence departing said South line North 38° 32' 46" East 1024.97 feet; thence North 71° 04' 29" West 1203.70 feet; thence North 30° 09' 05" East 302.96 feet; thence North 48° 36' 47" West 80.95 feet; thence South 47° 07' 46" West 523.34 feet; thence South 72° 21' 48" West 1161.89 feet, more or less, to a point on the West line of the East Half of the Northwest Quarter of said Section 34; thence along said West line and along the Northerly prolongation of said West line North 01° 24' 18" East 1859.92 feet; thence North 89° 54' 42" East 1280.73 feet to the POINT OF BEGINNING.

EXCEPT
A tract of land located in the West Half of the Northeast Quarter of Section 34, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado, and being more particularly described as follows:
Commencing at the Northeast corner of the West Half of the Northeast Quarter of said Section 34 and considering the North line thereof to bear South 89° 54' 20" West with all other bearings contained herein being relative thereto;
Thence South 89° 54' 20" West, 10.00 feet along said North line; thence departing said North line South 00° 13' 27" West 30.00 feet

EXHIBIT "B"

PROPOSED AGRICULTURAL (A) ZONING DISTRICT

To The Proposed
MILL IRON 5 RANCH SECOND ANNEXATION
to the Town of Milliken, Colorado

PROPERTY DESCRIPTION (Agricultural Zoning District):

A tract of land located in the West Half of the Northeast Quarter and the East Half of the Northwest Quarter situate in Section 34, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado, and being more particularly described as follows:
Beginning at the Northeast corner of the Northwest Quarter of said Section 34 and considering the North line of the Northwest Quarter of said Section 34 to bear South 89° 54' 42" West with all other bearings contained herein being relative thereto:
Thence North 01° 16' 01" East 30.01 feet; thence North 89° 54' 20" East 1281.21 feet to a point on the Northerly prolongation of the East line of the West Half of the Northeast Quarter of said Section 34; thence along said Northerly prolongation of the East line of the West Half of the Northeast Quarter of said Section 34 and along said East line South 00° 37' 42" West 2672.07 feet to the Center-East 1/16 corner of said Section 34; thence along the South line of the West Half of the Northeast Quarter of said Section 34 (as monumented in the field) North 89° 14' 26" West 679.69 feet to the TRUE POINT OF BEGINNING; thence departing said South line North 38° 32' 46" East 1024.97 feet; thence North 71° 04' 29" West 1203.70 feet; thence North 30° 09' 05" East 302.96 feet; thence North 48° 36' 47" West 80.95 feet; thence South 47° 07' 46" West 523.34 feet; thence South 72° 21' 48" West 1161.89 feet, more or less, to a point on the West line of the East Half of the Northwest Quarter of said Section 34; thence along said West line South 01° 24' 18" West 798.92 feet, more or less, to the Center-West 1/16 corner of said Section 34; thence along the South line of the East Half of the Northwest Quarter of said Section 34 (as monumented in the field) North 89° 39' 44" East 1287.99 feet to the Center One-Quarter corner of said Section 34; thence along the South line of the West Half of the Northeast Quarter of said Section 34 (as monumented in the field) South 89° 14' 26" East 630.99 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 54.11 Acres, more or less, and is subject to any rights of way or easements as granted or reserved by instruments of record or as now existing on said tract of land.

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of _____, 1999 by and between the **TOWN OF MILLIKEN, COLORADO**, a municipal corporation, hereinafter referred to as the ("Town") and **JAMES McDOWELL**, hereinafter referred to as the ("Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain property situated in the County of Weld, State of Colorado, hereinafter referred to as the "Property" and legally described as follows, to wit:

See Exhibit "A"

WHEREAS, the Developer desires to develop the Property and has submitted to the Town of Milliken a subdivision plat and/or a site plan and landscape plan, a copy of which is on file in the office of the Town Clerk and made a part hereof by reference; and

WHEREAS, the Developer has or will further submit to the Town, infrastructure plans for the Property, a copy of which is or will be on file in the office of the Town Clerk and made a part hereof by reference; and

WHEREAS, the parties hereto have agreed that the development of the Property will require increased municipal service from the Town in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the Town of Milliken as a whole; and

WHEREAS, the Town of Milliken has approved the subdivision plat and/or site plan and landscape plan submitted by the Developer subject to certain requirements and conditions which involve the installation of and construction of utilities and other municipal improvements in connection with the property.

NOW, THEREFORE, in consideration of the promises of the parties hereto and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

I. GENERAL CONDITIONS

A. The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purpose of this Agreement, "development activities" shall

include, but not to be limited to, the following: (1) The actual construction of improvements, (2) obtaining a building permit therefore, or (3) any change in grade, contour of appearance of said property caused by, or on behalf of the Developer with the intent to construct improvements thereon.

B. All water lines, streets, curbs, drainage systems, and walkways, if any, shall be installed as shown on the approved infrastructure plans and in full compliance with the Board approved standards and specifications of the Town on file in the office of the Town Clerk at the time of approval of the infrastructure plans relating to the specific infrastructure, provided that should the Developer determine to commence or perform any construction pursuant hereto after three (3) years from the date of execution of this agreement, the Developer shall resubmit the project infrastructure plans to the Town Engineer for review. The Town may require the Developer to comply with approved standards and specifications of the Town on file in the office of the Town Administrator at the time of resubmittal.

C. No building permit for the construction of any structure within the development shall be issued by the Town until the water lines, fire hydrants and streets (with at least the base course sufficient to support emergency vehicles in all weather conditions), serving such structure have been completed and accepted by the Town. Once written notice of completion is received, the Town shall perform its review within thirty (30) days. No building permits shall be issued for any structure located in excess of six hundred sixty feet (660') from a single point of access, or more than 300' from any fire hydrant.

D. Any infrastructure described on Exhibit "B" attached hereto shall be installed within the time and/or sequence required on Exhibit "B".

E. Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all public improvements required by this development as shown on the plat, site plan, landscape and infrastructure plans, and other approved documents pertaining to this development on file with the Town.

F. Street improvements (except curbs) shall not be installed until all utility lines to be placed therein have been completely installed, including all individual lot service lines leading in and from the main to 15' inside the property line.

G. The installation of all infrastructure shown on the infrastructure plans shall be inspected by the Town Engineer and shall be subject to the reasonable approval of the Town Administrator. The Developer agrees to correct any deficiencies in such installation in order to meet the requirements of the plans

and/or specifications applicable to such installation. In case of conflict, the Town Engineer shall be advised of such in advance of construction.

H. The Developer shall provide the Town Administrator with certified "As-Built" Record Plan Transparencies on Black Image Diazo Reverse Mylars (as-builts) and spatial data on disk in digital format as reasonably specified by the Town upon completion of any phase of construction. The Developer's engineer shall provide written certification that all infrastructure and improvements have been constructed in accordance with the plans approved by the Town or the Town's approved changes.

I. The Developer shall provide the Town Administrator a certified statement of the cost of all infrastructure dedicated to the Town at such time as he requests the Town to accept the improvements.

II. Special Conditions

A. Water Lines

The Developer will install all water lines and associated infrastructure in accordance with the approved infrastructure plans for the subdivision.

B. Street Lighting

The Developer will pay Poudre Valley REA for the installation of street lighting as per Poudre Valley REA's specifications and will provide the Town with a letter verifying that Poudre Valley REA's requirements have been met.

C. Postal Cluster Boxes

The Developer will install Pads and/or Cluster Boxes as per the Milliken Post Master's specifications and will provide the Town with a letter verifying that USPS requirements have been met.

D. Fire Protection

The Developer will install Fire Hydrants according to location and specification guidelines of the Milliken Fire Protection District. The Developer will also annex to the Milliken Fire Protection District if such annexation has not already occurred and pay the cost of such annexation.

E. Streets

1. Subject to the conditions of this Agreement, the Town agrees to reimburse the Developer for over sizing

public street improvements along WCR 52 for those portions of said street abutting and adjacent to the Property as shown on the approved infrastructure plans. The Town shall make reimbursement to the Developer for the aforesaid oversized street improvements in accordance with Section 24-121 of the Code of the Town. The Developer further agrees to accept payment in accordance with Section 24-121 (d) of the Code of the Town as full and final settlement and in complete accord and satisfaction of all obligations of the Town to make reimbursements to the Developer for street oversizing expenses. It is anticipated by the Town that the Town's reimbursement, in accordance with Section 24-121 (d) would not be less than fifty percent (50%) of the Developer's actual expenses incurred and will be calculated in accordance with the formula as set forth in Section 24-121 (d).

G. Hazards and Emergency Access.

1. No combustible materials will be allowed on the site until an acceptable water system is installed or available and approved by the Town, and adequately surfaced temporary roadways are in place for emergency vehicles, which acceptance will not be unreasonably withheld.

2. The Developer shall provide a temporary access way to any building under construction which is adequate to handle any emergency vehicles or equipment, and shall properly maintain such access way at all times. Such access way shall be at a minimum, twenty feet (20') wide with four inches (4") aggregate base course material compacted according to Town Standards and with a one hundred foot (100') diameter turnaround at the building end of said access way.

3. The issuance of any building permit by the Town is made solely at the Developer's own risk and the Developer shall hold the Town harmless from any and all damages or injuries arising directly or indirectly out of the issuance of said permit prior to the completion of the requirements in accordance with the Town's Ordinances, Rules and Regulations.

H. Security Agreement

The Developer will provide the Town with an irrevocable letter of credit or collateralized promissory note in the amount of one hundred ten percent (110%) of the estimated costs of the improvements required or to assure proper installation of the work outlined herein and Appendices of this Agreement. This letter of

credit, or note, and its collateralization shall be in a form, and from a financial institution reasonably acceptable to the Town Attorney.

III. **Miscellaneous**

A. The Developer shall be responsible for all actual reasonable costs and fees incurred by the Town in reviewing, testing, inspecting and approving all improvements outlined in this Agreement, and will be billed by the Town for such services.

B. All construction shall conform to the Town of Milliken standards. Where standards do not exist, the construction shall conform to the requirements of the Town Engineer. The finished street grades shall meet the existing ribbon curbs, and the street crown as specified by the Town Engineer.

C. Construction documents shall be submitted to and approved by the Town Engineer prior to the start of construction.

D. The Developer shall obtain a two year industry standard warranty from its contractor covering labor and materials. The warranty shall be transferable to the Town when the improvements are accepted by the Town.

E. The Developer agrees to provide and install, at its expense, adequate barricades, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas in accordance with the Manual for Uniform Traffic Control Devices and shall not remove said safety devices until the Construction has been completed and approved by the Town Engineer.

F. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by the Developer's operation; shall remove such rubbish not less than weekly and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the Town to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the Town Administrator. If the Developer fails to adequately clean such streets within seventy-two hours (72) after receipt of verbal or written notice, the Town may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs.

G. The Developer hereby agrees that it will require its subcontractors to cooperate with the Town's construction inspectors by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

H. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations, required herein, as such improvements or obligations may be shown on the original plat and related documents, or any replat as subsequently filed by the Developer.

I. Nothing herein contained shall be construed as a waiver of any requirements of the Town's ordinances, rules or regulations, and the Developer agrees to comply with all requirements of the same.

J. In the event the Town waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

K. Financial obligations of the Town payable after the current fiscal year and/or not appropriated or budgeted are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

L. This Agreement shall run with the Property and shall be binding upon the parties hereto, their personal representatives, heirs, successors, grantees and assigns, other than purchasers of individual lots from Developer or his successors. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include but not be limited to, a conveyance or assignment of the Developer's real or proprietary interest in the Property other than to an individual lot owner, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement. Nothing herein shall be construed to create any obligation of individual lot owners hereunder. The provisions of this Agreement shall, rather, be binding on any successor <u>developer</u> to James McDowell.

M. In the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Town hereby agrees to release said Developer from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding developer shall be bound by terms of this Agreement.

N. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either party shall fail to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party has been declared in default hereof, such defaulting party shall be given written notice specifying such default and shall be allowed a period of thirty (30) days within which to commence cure of said default which cure shall be diligently pursued to completion. Upon default of the provisions of this agreement the parties agree that this contract may be specifically enforced. In addition, the Town of Milliken may:

1. Negotiate the letter of credit or foreclose the collateral and use the proceeds of such foreclosure to complete the improvements described herein. Nothing herein shall be construed as requiring the Town to complete all or a portion of the improvements specified herein.

2. Issue a written notice to the developer and show cause as to why the development plat should not be vacated. Giving the notice shall be deemed complete upon mailing the same certified mail to the developer at his address stated herein. Said notice shall designate the date, time and place the Town of Milliken Board of Trustees will conduct a hearing to consider vacation of the final plat. Said hearing shall be not less than thirty (30) nor more than sixty (60) days from the date of the notice.

3. Proceed in any appropriate manner which will allow the Town of Milliken to mitigate the damages caused by the breach of this Agreement, including withholding building permits.

4. Proceed in any other manner authorized by law for breach of a contract.

O. In the event of the default of any of the provisions hereby by either party which shall require the party not in default to commence legal or equitable action against said defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorneys' fees and costs incurred by reason of the default.

P. Developer will provide in the Protective Covenants for the Subdivision that the Town is a third party beneficiary as to the provisions thereof to the extent such covenants deal with matters regulated by or substantially affecting the Town. Such covenants shall be subject to the reasonable review of the Town Attorney.

EXHIBIT "A"

MILL IRON 5 RANCH ADDITION TO THE TOWN OF MILLIKEN, COLORADO, being the east half of the Northwest quarter and a portion of the west half of the northeast quarter, all in Section 34, Township 5N, Range 67 W of the 6th P.M., County of Weld, State of Colorado.

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT is to that certain Development Agreement between the **TOWN OF MILLIKEN, COLORADO** ("the Town") and **JAMES McDOWELL** ("Developer") dated February 17, 1999. The parties agree to amend said agreement by adding a new clause III R., to read as follows:

III R. The parties agree that Developer's share of the 16" water line extension necessary to serve Developer's subdivision will be Forty Eight Thousand Three Hundred Sixty and 00/100 ($48,360) as set forth in the cost allocation prepared by Tuttle Applegate, Inc., dated September 29, 1999 attached hereto as Exhibit "A" and incorporated herein by reference.

The Developer will provide cash or a "draw down" letter of credit to be drawn down by the Town in the amount of $48,360 at the later date of January 5, 2000 or the time the Town awards the contract for the 16" water system. As reimbursement for the 16" water system costs paid by Developer, the Town agrees to rebate the Developer, commencing on January 31, 2001, the sum of $1,512.00, without interest, for each single family home building permit issued within the Subdivision. The Town's obligation to reimburse for single family building permits issues within the Subdivision shall terminate December 31, 2005, or whenever all water taps are issued within the Subdivision, whichever is earlier.

In the event the Developer builds any portion of the 16" water system outside the Subdivision, the Town shall reimburse the Developer for the expense of the construction of said portion, or as determined by the Town's contract award of the 16" water system project, whichever is less. The Town shall pay this reimbursement to the Developer at the time such 16" water system is put in service.

IN WITNESS WHEREOF, this Amendment to Development Agreement has been executed as of the 16th day of October, 1999.

TOWN OF MILLIKEN

By:

ATTEST

Nanette S. Fornof, CMC

DEVELOPER

By: James McDowell

TOWN OF MILLIKEN - 16" GREELEY WATER INTERCONNECTION COST ALLOCATION

DEVELOPMENT	SINGLE FAMILY UNITS	NEW SYSTEM BENEFIT	FUTURE TAP CREDIT
MILL IRON V	31	$ 48,368	$ 1,560
MAD RUSSIAN III	147	$ 219,169	$ 1,491
FRANK FARMS	322	$ 325,479	$ 1,011

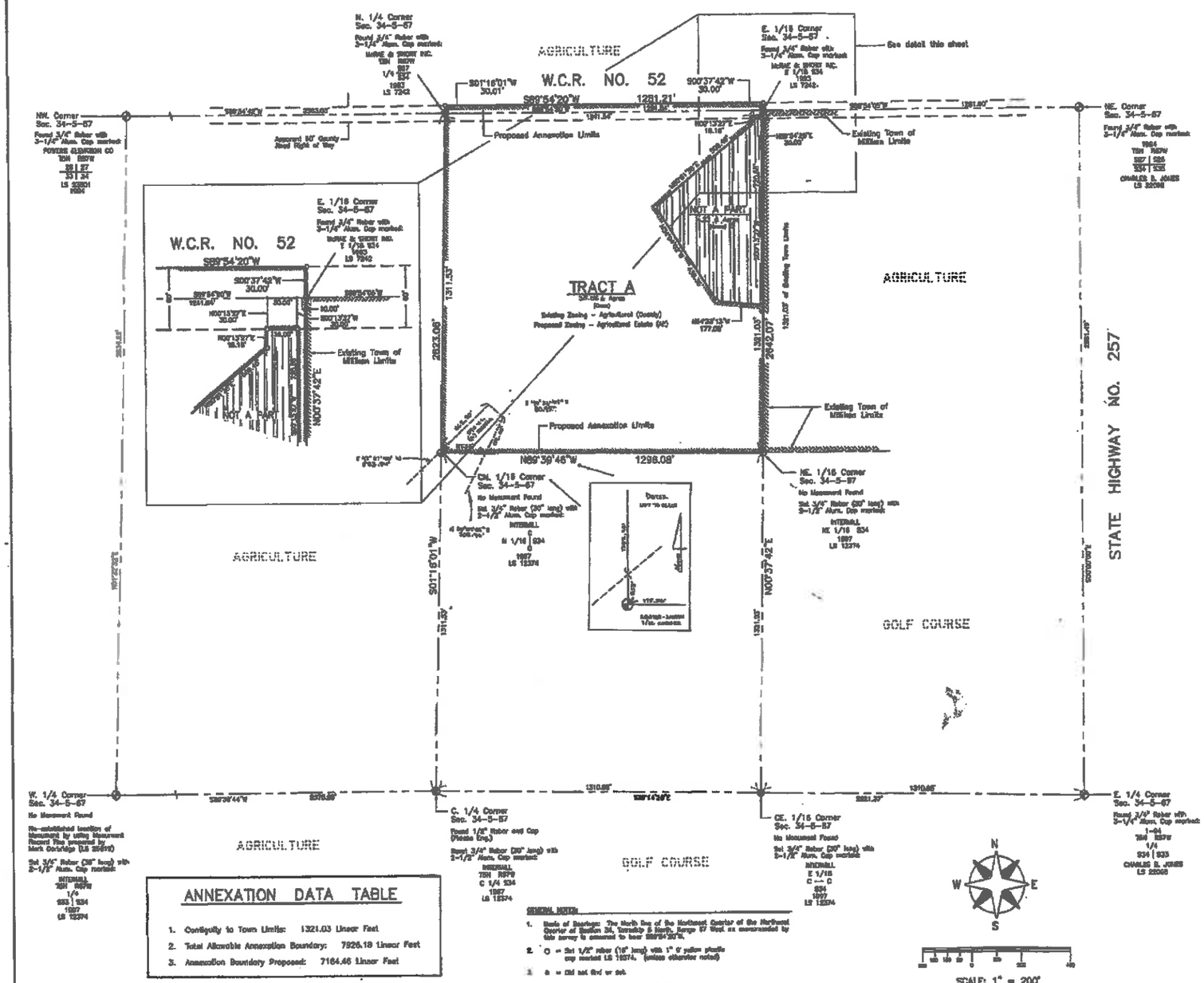
EXHIBIT A

Prepared By: TuttleApplegate,Inc. 10/22/99 TA File 97084, 98065, 99062

ANNEXATION MAP FOR

MILL IRON 5 RANCH FIRST ANNEXATION

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND A PORTION OF THE SOUTH HALF OF SECTION 27, ALL IN TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.



ANNEXATION DATA TABLE

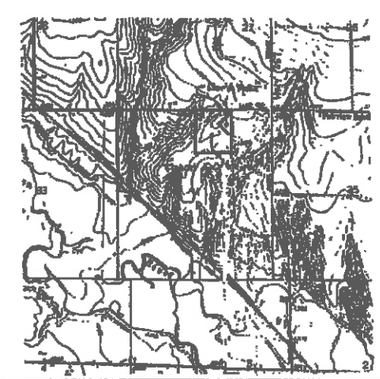
1. Contiguity to Town Limits: 1321.03 Linear Feet
2. Total Allowable Annexation Boundary: 7926.18 Linear Feet
3. Annexation Boundary Proposed: 7164.46 Linear Feet

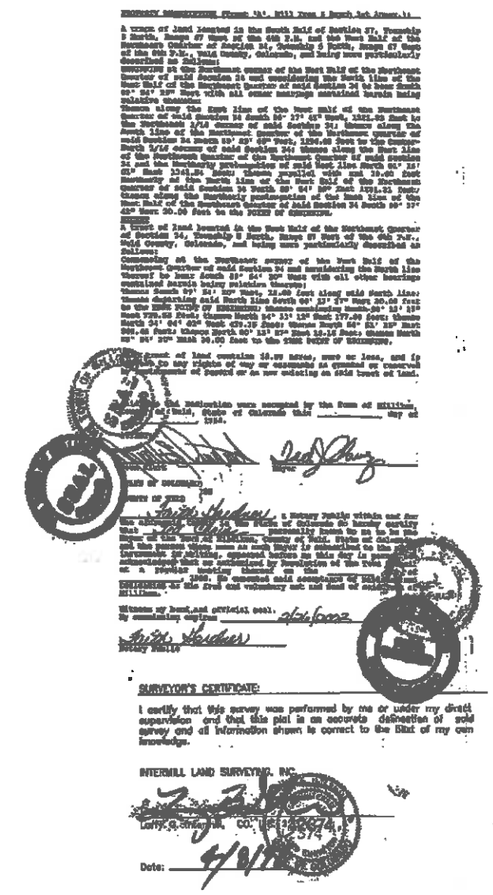
GENERAL NOTES

1. Basis of Bearings: The North line of the Northeast Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 67 West as monumented by this survey is assumed to bear S89°54'20"E.
2. O = Set 1/2" rebar (18" long) with 1" O yellow plastic cap marked LS 13274, (unless otherwise noted)
3. ⊗ = Old set 6rd or bolt
4. Owner/Applicant: James T. McDowell, Jr. 8739 WCR 66 Milliken, CO. 80543 (970) 587-2787

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

VICINITY MAP
SCALE: 1" = 2000'





SURVEYOR'S CERTIFICATE:

I certify that this survey was performed by me or under my direct supervision and that this plat is an accurate delineation of said survey and all information shown is correct to the best of my own knowledge.

INTERMILL LAND SURVEYING, INC.

Larry G. Swift, P.L.S. No. 13274

Date: 4/8/98

INTERMILL LAND SURVEYING, INC. 1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-4016 / FAX (970)-635-0776	REVISIONS: BY: DATE:	DATE: 08-22-97 DRAWN BY: SJS SCALE: 1" = 200' CHECKED BY: APPROVED BY:	CLIENT: JAMES T. McDOWELL, JR.	PROJECT TITLE: ANNEXATION MAP MILL IRON 5 RANCH FIRST ANNEXATION	SHEET NO. 1	NO. OF SHEETS 1	PROJECT NO. P-96-2789

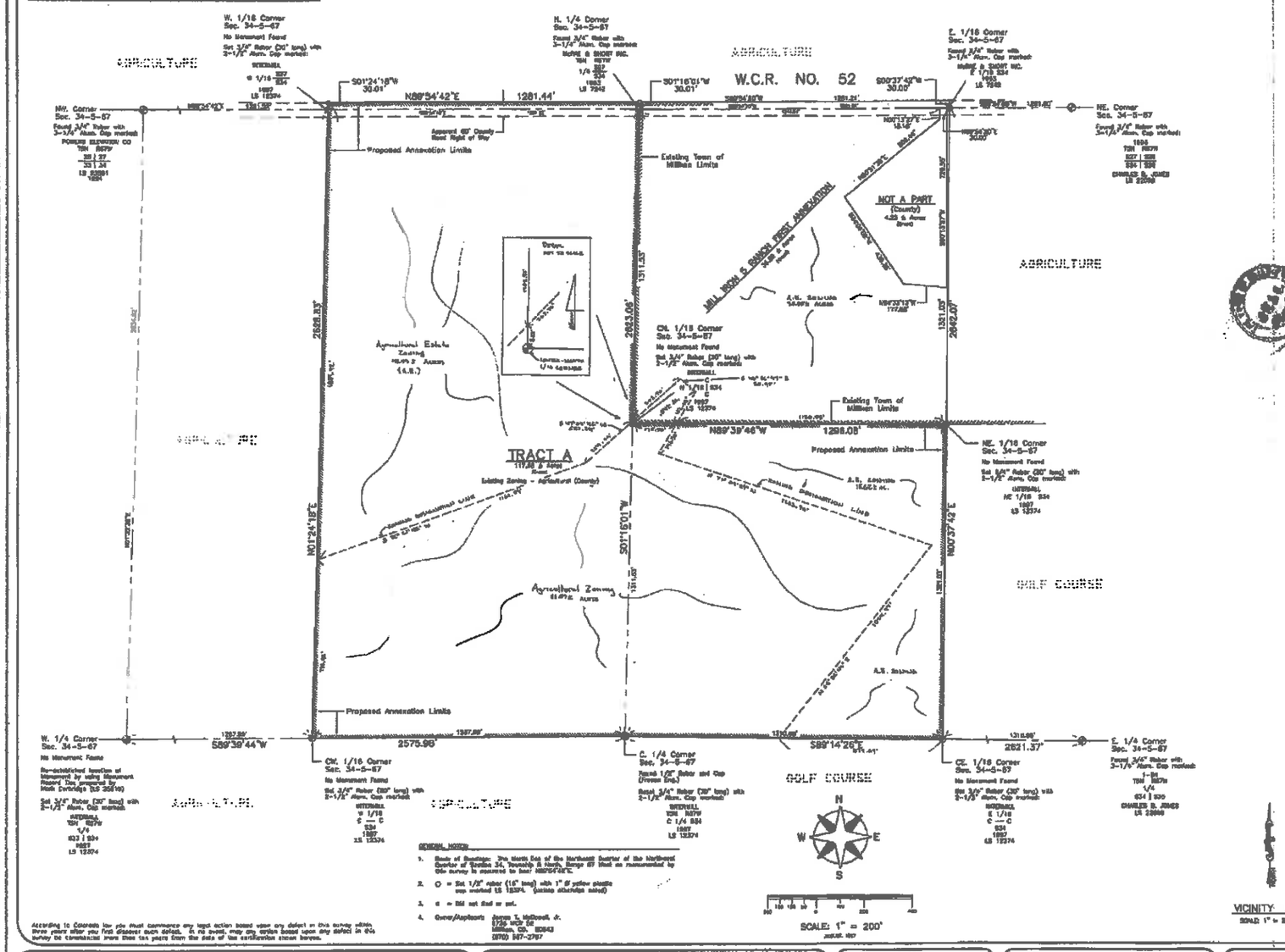
ANNEXATION DATA TABLE

1. Contiguity to Town Limits: 2637.62 Linear Feet
2. Total Allowable Annexation Boundary: 15,825.72 Linear Feet
3. Annexation Boundary Proposed: 10,497.60 Linear Feet

ANNEXATION MAP FOR

MILL IRON 5 RANCH SECOND ANNEXATION

BEING A PORTION OF THE NORTH HALF OF SECTION 34 AND A PORTION OF THE SOUTH HALF OF SECTION 27, ALL IN TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.



GENERAL NOTES:

1. Basis of Bearings: The North line of the Northeast Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 67 West as monumented by this survey is assumed to bear N89°54'42"E.
2. O = Set 1/2" rebar (16" long) with 1" Ø yellow plastic cap marked LS 12374. (unless otherwise noted)
3. ● = Did not find or set.
4. Owner/Applicant: James T. McDowell, Jr. 1726 WCR 52 Milliken, CO. 80543 (970) 587-2787

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

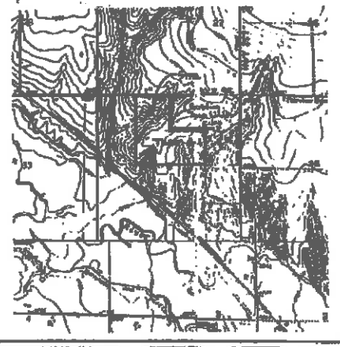
SURVEYOR'S CERTIFICATE:

I certify that this survey was performed by me or under my direct supervision and that this plat is an accurate delineation of said survey and all information shown is correct to the best of my own knowledge.

INTERMILL LAND SURVEYING, INC.

Larry D. Intermill, CO. L.S. 12374

Date: 4/8/98



VICINITY MAP

SCALE: 1" = 2000'

INTERMILL LAND SURVEYING, INC. 1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0516 / FAX (970)-639-9775	REVISIONS:	DATE: 08-30-97 SCALE: 1" = 200'	DRAWN BY: CHECKED BY: APPROVED BY:	CLIENT: JAMES T. McDOWELL, JR.	PROJECT TITLE: ANNEXATION MAP MILL IRON 5 RANCH SECOND ANNEXATION	SHEET NO. 1	NO. OF SHEETS 1	PROJECT NO. P-96-2789

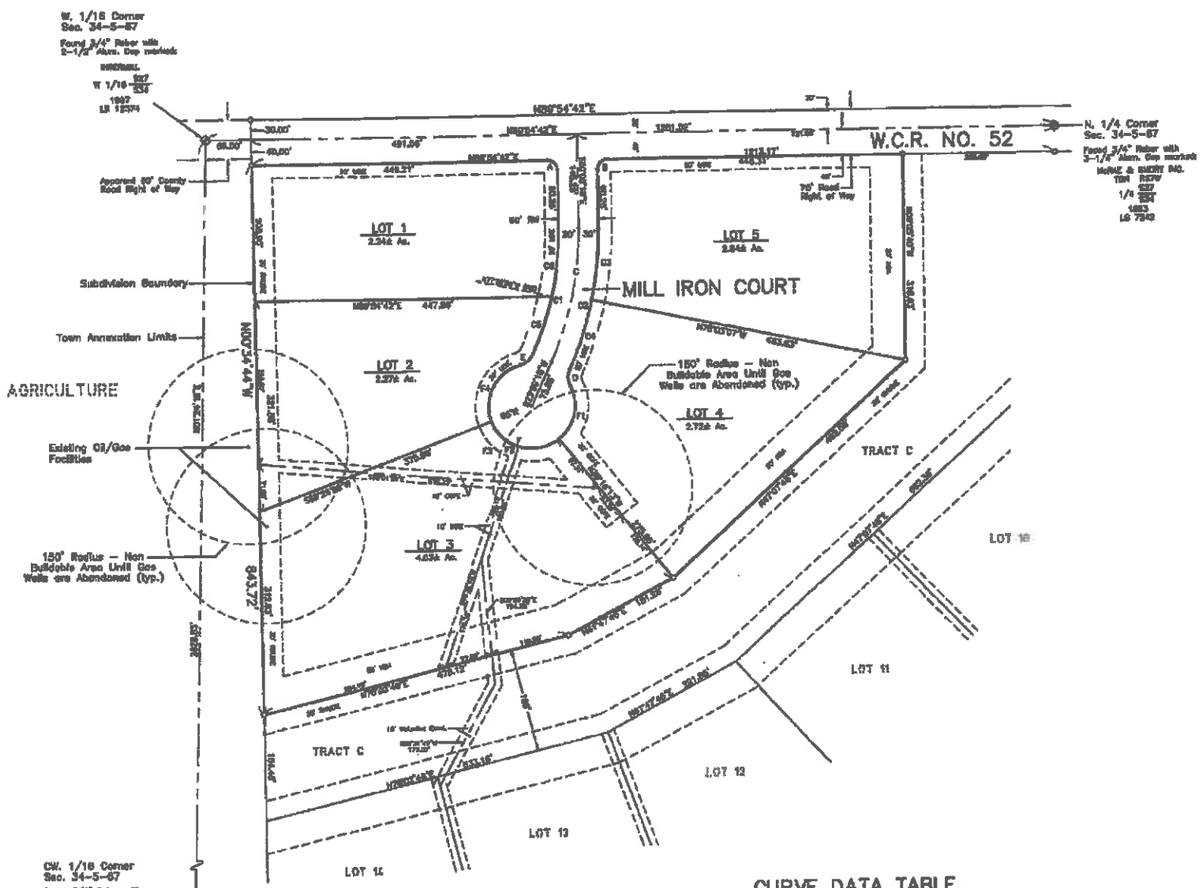
239

ENV 5/18

REPLAT OF LOTS 1, 2, 3, 4, 5 AND 6
— MILL IRON 5 RANCH ESTATES —

BEING A PORTION OF THE NORTH HALF OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MILLIKEN, COUNTY OF WELD, STATE OF COLORADO.

2772320 05/02/2000 02:29P JA Bell Tenkamenin
1 of 1 R 10.00 D 0.00 Weld County CO



CURVE DATA TABLE

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D	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
E	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
F	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
G	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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I	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
J	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
K	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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O	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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R	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
S	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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U	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
V	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
W	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
X	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

TRACT DESIGNATION

TRACT D – Open Space, Utility, Drainage, Irrigation, Wetlands Area, Hiking and Horseback Riding Easement.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Know all men by these presents that James T. McDowell, Jr. being the Owner(s), Mortgagee or Lienholder of certain lands in Milliken, Colorado, described as follows:

Lots 1, 2, 3, 4, 5 and 6, MILL IRON 5 RANCH ESTATES, Being a portion of the North Half of Section 34, Township 5 North, Range 67 West of the 6th P.M., Town of Milliken, County of Weld, State of Colorado.

Containing 59.85 acres, more or less, have by these presents laid out, platted, and subdivided the same into lots and blocks, as shown on this plat, under the name and style of REPLAT OF LOTS 1, 2, 3, 4, 5 AND 6, MILL IRON 5 RANCH ESTATES and do hereby dedicate to the public all ways and other public rights of way and easements for purposes shown hereon.

Executed this 26th day of April A.D., 2000.

OWNER(S):

James T. McDowell, Jr.

State of Colorado }
County of Weld } ss.

The foregoing dedication was acknowledged before me this 26th day of April A.D., 2000, by James T. McDowell, Jr.

My commission expires 11-[illegible]

Notary Public

Witness my hand and seal

ROBIN L. CAMERON — STATE OF COLORADO

LAND SURVEYOR'S CERTIFICATE:

I, Steven John Stencel, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey.

INTERMILL LAND SURVEYING, INC.

Steven John Stencel, P.L.S. 30462

Date: 4-24-2000

REGISTERED PROFESSIONAL LAND SURVEYOR — STEVEN JOHN STENCEL — COLORADO

PLANNING COMMISSION CERTIFICATE:

This plat approved by the Milliken Planning Commission this [illegible] day of [illegible] A.D., 2000.

Chairman

GENERAL NOTES:

1. Basis of Bearings: The North line of the Northeast Quarter of the Northwest Quarter of Section 34, Township 5 North, Range 67 West as monumented by this survey is assumed to bear N89°54'42"E.
2. ○ = Set 1/2" rebar (16" long) with 1" ø red plastic cap marked LS 30462. (unless otherwise noted)
3. ● = Found 1/2" rebar with 1" ø yellow plastic cap marked LS 12374. (unless otherwise noted)
4. 30' RHUDE = 30' Horseback Riding, Hiking, Utility, Drainage and Irrigation Easement.(Dedicated with this plat)
5. 20' UDE = 20' Utility, Drainage and Irrigation Easement
6. 10' DE = 10' Drainage Easement
7. OGFE = Oil and Gas Facility Easement
8. 50' NBA = 50' Non Buildable Area
9. 60' RW = 60' Right of Way
10. All bearings are radial unless otherwise noted.
11. Easements previously platted within the boundary of this Subdivision are hereby vacated with this plat.
12. Owner/Applicant: James T. McDowell, Jr.
    5736 WCR 52
    Milliken, CO. 80543
    (970) 587-2787

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

Approved by the Board of Trustees of "THE TOWN OF MILLIKEN", Colorado, this 26th day of April A.D., 2000.

Mayor

ATTEST:

Town Clerk

THE TOWN OF MILLIKEN — SEAL

CERTIFICATE OF APPROVAL BY US WEST COMPANY:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

Authorized Signature

CERTIFICATE OF APPROVAL BY CATV FRANCHISEE:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

Authorized Signature

CERTIFICATE OF APPROVAL BY PUBLIC SERVICE COMPANY OF COLORADO:

Approved by the Public Service Company of Colorado this 20th day of May A.D., 2000.

Authorized Signature

CERTIFICATE OF APPROVAL BY GREELEY GAS COMPANY:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

Authorized Signature

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the County Clerk and Recorder of Weld County at _____ _____M., on the _____ day of _____ A.D., 2000 in the book _____ page, _____ map _____, reception _____.

County Clerk and Recorder

By: _____
Deputy

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

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 PHS. (970)-669-3616 / FAX (970)-635-9775

REVISIONS:	BY:	DATE:

DATE: 04-25-00 DRAWN BY: [illegible]
SCALE: 1" = 100' CHECKED BY: [illegible]
APPROVED BY: [illegible]

CLIENT: JAMES T. McDOWELL, JR.

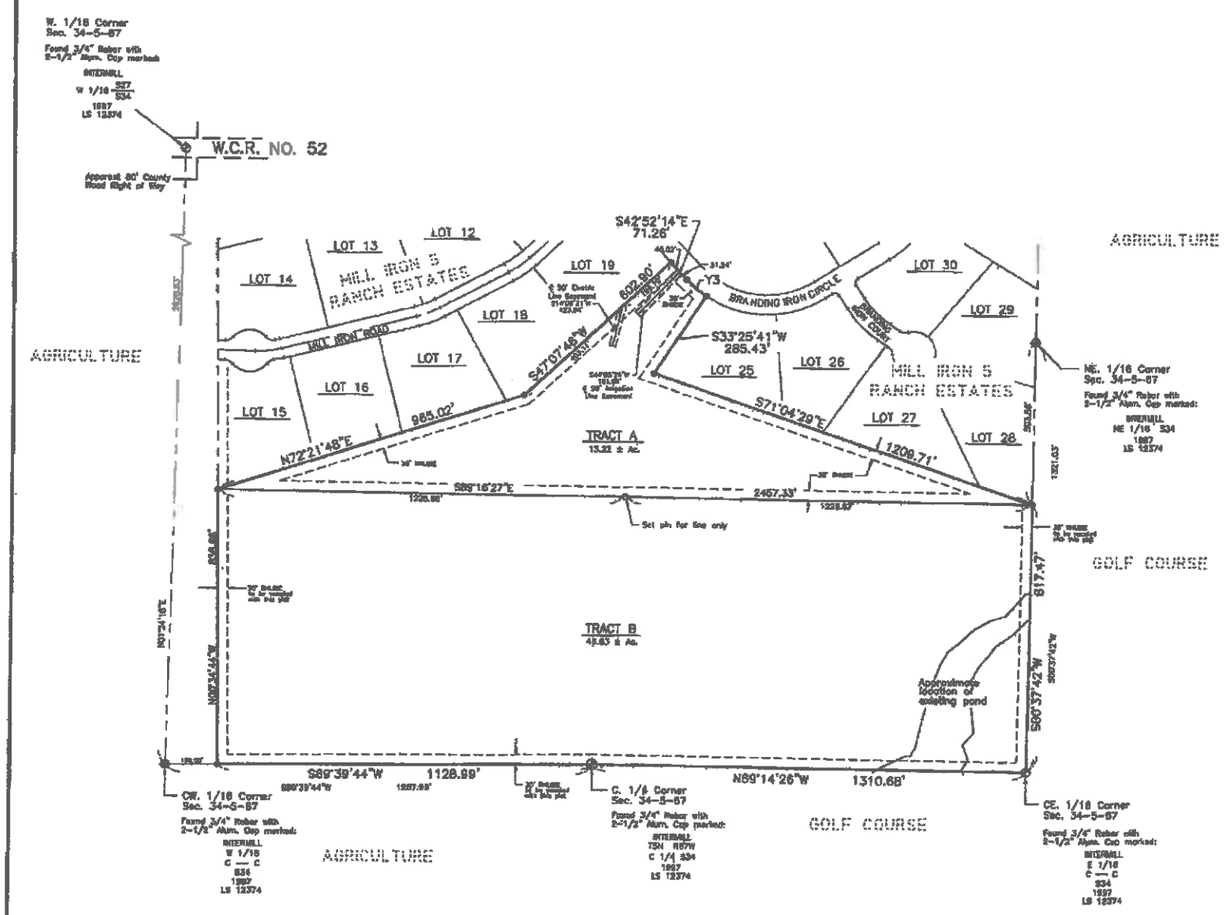
PROJECT TITLE: REPLAT OF LOTS 1, 2, 3, 4, 5 AND 6 MILL IRON 5 RANCH ESTATES

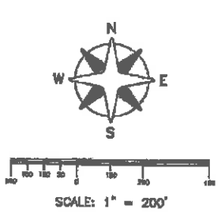
SHEET NO.	NO. OF SHEETS	PROJECT NO.
1	1	P-00-4486

REPLAT OF TRACTS A AND B

- MILL IRON 5 RANCH ESTATES -

BEING A PORTION OF THE NORTH HALF OF SECTION 34 ,TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.





CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
Y3	330.00'	79.81'	39.95'	79.61'	S48°33'18"W	13°52'05"

TRACT DESIGNATION

TRACT A – Agricultural Land, Irrigation and Drainage Easement.
TRACT B – Future Development

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

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Know all men by these presents that James T. McDowell, Jr. being the Owner(s), Mortgagee or Lienholder of certain lands in Milliken, Colorado, described as follows:

Tracts A and B, MILL IRON 5 RANCH ESTATES, Being a portion of the North Half of Section 34, Township 5 North, Range 67 West of the 6th P.M., Town of Milliken, County of Weld, State of Colorado.

Containing 59.85 acres, more or less, have by these presents laid out, platted, and subdivided the same into lots and blocks, as shown on this plat, under the name and style of REPLAT OF TRACTS A AND B, MILL IRON 5 RANCH ESTATES and do hereby dedicate to the public all ways and other public rights of way and easements for purposes shown hereon.

Executed this 27th day of April A.D., 2000.

OWNER(S):

James T. McDowell, Jr.

State of Colorado }
County of Weld } ss.

The foregoing dedication was acknowledged before me this 27th day of April A.D., 2000, by James T. McDowell, Jr.

My commission expires 11-8-2001

Notary Public

Witness my hand and seal

NOTARY PUBLIC ROBIN L. CHAMBERS

LAND SURVEYOR'S CERTIFICATE:

I, Steven John Stencel, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey.

INTERMILL LAND SURVEYING

Steven John Stencel

Date: 4-26-2000

PLANNING COMMISSION CERTIFICATE:

This plat approved by the Milliken Planning Commission this N/A day of _____ A.D., 2000.

Chairman

GENERAL NOTES:

1. Basis of Bearings: The East line of the Southwest Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 67 West said line also being the East line of MILL IRON 5 RANCH ESTATES is assumed to bear S00°37'42"W and with all bearings hereon relative thereto.
2. ○ = Set 1/2" rebar (16" long) with 1" Ø red plastic cap marked LS 30482. (unless otherwise noted)
3. ● = Found 1/2" rebar with 1" Ø yellow plastic cap marked LS 12374. (unless otherwise noted)
4. 30' R-RIDE = 30' Horseback Riding, Hiking, Utility, Drainage and Irrigation Easement.(Dedicated with this plat)
5. Easements previously platted within the boundary of this Subdivision are hereby vacated with this plat.
6. Owner/Applicant: James T. McDowell, Jr.
   9736 WCR 52
   Milliken, CO. 80543
   (970) 587-2767

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

Approved by the Board of Trustees of _____, Colorado, this 26th day of April A.D., 2000.

Mayor

ATTEST:

Town Clerk

CERTIFICATE OF APPROVAL BY US WEST COMPANY:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

N/A

Authorized Signature

CERTIFICATE OF APPROVAL BY CATV FRANCHISEES:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

N/A

Authorized Signature

CERTIFICATE OF APPROVAL BY PUBLIC SERVICE COMPANY OF COLORADO:

Approved by the Public Service Company of Colorado this 30th day of May A.D., 2000.

Authorized Signature

CERTIFICATE OF APPROVAL BY GREELEY GAS COMPANY:

Approved by the Public Service Company of Colorado this _____ day of _____ A.D., 2000.

N/A

Authorized Signature

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the County Clerk and Recorder of Weld County at _____ M., on the _____ day of _____ A.D., 2000 in the book _____ page _____ map _____, reception _____

County Clerk and Recorder

By: _____
Deputy

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0578 / FAX (970)-635-9775

REVISIONS:	BY:	DATE:

DATE: 3-21-2000 DRAWN BY: RR
SCALE: 1" = 200' CHECKED BY:
APPROVED BY:

CLIENT: JAMES T. McDOWELL, JR.

PROJECT TITLE: MILL IRON 5 RANCH ESTATES

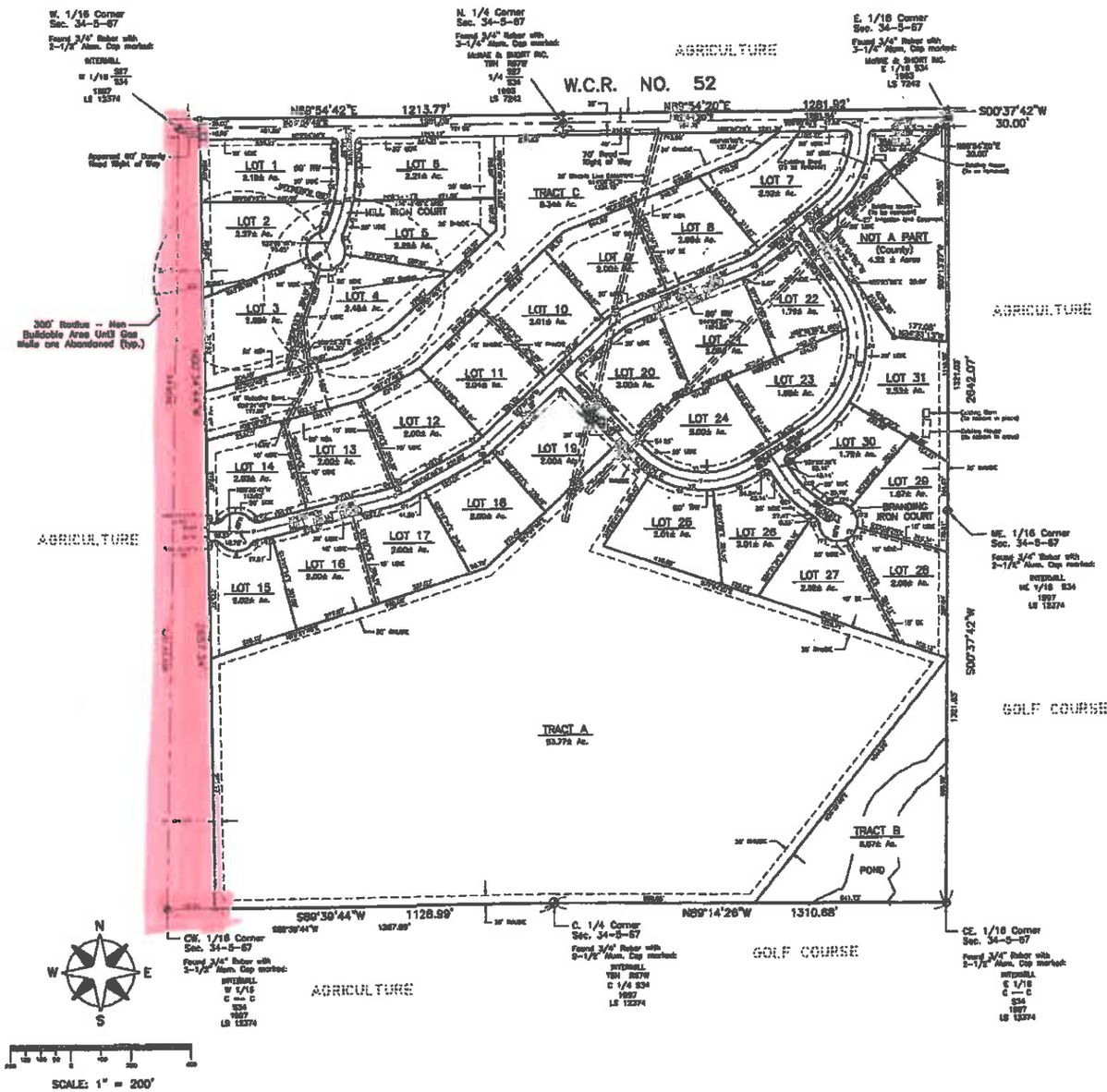
SHEET NO. 1 | NO. OF SHEETS 1 | PROJECT NO. P-00-4486

FINAL PLAT

MILL IRON 5 RANCH ESTATES

BEING A PORTION OF THE NORTH HALF OF SECTION 34 AND A PORTION OF THE SOUTH HALF OF SECTION 27, ALL IN TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

SHEET 2 OF 2



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

GENERAL NOTES:

1. Basis of Bearings: The North line of the Northeast Quarter of the Northwest Quarter of Section 34, Township 5 North, Range 67 West as monumented by this survey is assumed to bear N89°54'42"E.
2. ○ = Set 1/2" rebar (16" long) with 1" Ø yellow plastic cap marked LS 12374. (unless otherwise noted)
3. ● = Found 1/2" rebar with 1" Ø yellow plastic cap marked LS 12374. (unless otherwise noted)
4. ⊗ = Did not find or set.
5. 30' RHUDE = 30' Horseback Riding, Hiking, Utility, Drainage and Irrigation Easement.
6. 20' UDE = 20' Utility, Drainage and Irrigation Easement
7. 10' DE = 10' Drainage Easement
8. 50' NBA = 50' Non Buildable Area
9. 60' RW = 60' Right of Way
10. All bearings are radial unless otherwise noted.
11. Owner/Applicant: James T. McDowell, Jr.
    9736 WCR 52
    Milliken, CO. 80543
    (970) 587-2787

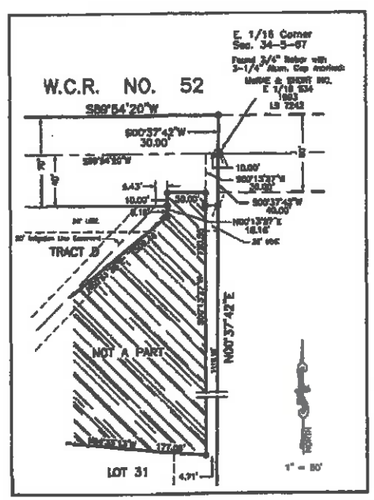
TRACT DESIGNATION

TRACT A – Agricultural Land, Irrigation and Drainage Easement.

TRACT B – Open Space, Utility, Drainage, Irrigation, Hiking and Horseback Riding Easement.

TRACT C – Open Space, Utility, Drainage, Irrigation, Wetlands Area, Hiking and Horseback Riding Easement.

TRACT D – Open Space, Utility, Irrigation and Drainage Easement.



CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
E	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
F	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
G	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
H	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
I	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
J	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
K	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
L	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
M	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
N	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
O	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
P	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Q	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
R	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
S	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
T	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
U	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
V	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
W	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
X	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Y	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Z	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
AA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
BB	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CC	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
DD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EE	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
GG	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
HH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
II	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
JJ	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
KK	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
LL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MM	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NN	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OO	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PP	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
QQ	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
RR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
UU	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
VV	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
WW	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
XX	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
YY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ZZ	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

INTERMILL LAND SURVEYING, INC.
1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0515 / FAX (970)-635-9775

REVISIONS: BY: DATE:

DATE: 03-19-99 DRAWN BY: SJS
SCALE: 1" = 200' CHECKED BY:
APPROVED BY:

CLIENT: JAMES T. McDOWELL, JR.

PROJECT TITLE: MILL IRON 5 RANCH ESTATES FINAL PLAT

SHEET NO. 2 | NO. OF SHEETS 2 | PROJECT NO. P-96-2789