

**VISTA DEL ORO II
PLANNED AREA DEVELOPMENT
(PAD) #8**

Oro Valley, Arizona

AMENDMENT HISTORY

There have been no amendments pertaining to the Vista Del Oro II PAD as of January 10, 2003.

VISTA DEL ORO II PAD #8

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**VISTA DEL ORO II SUBDIVISION
PLANNED AREA DEVELOPMENT DISTRICT #8**

I. INTRODUCTION

The purpose of the PAD is to adopt modifications to Oro Valley development standards to bring them in line with those of Pima County's CR-5, which are the standards the project is, and has been, developed under. This will assure consistency of development standards throughout the project, up to time of build-out.

The attached map "A" identifies the location of the Vista del Oro II Subdivision, Lot 1-137 (2 parcels). The subdivision, which was platted while still a part of Pima County, and is being built out as a single family detached subdivision by US Home, Hunter Homes and, perhaps, by other home builders in the future.

The subject property lies on the north side of Lambert Lane, to the southeast of Monte del Oro subdivision. A portion of its north property line abuts The Highlands Mobile Home Park and a portion of the south property line lies just to the north of Lambert Lane subdivision, across Lambert Lane.

II. STATEMENT OF INTENT

To provide for development under standards described herein and in accordance with the Development Agreement between the developer and the Town of Oro Valley.

III. DEVELOPMENT STANDARDS

Development in this PAD shall be governed by the TZ-5 district described below. The regulations of development not addressed by the TZ-5 district will be governed by the appropriate provisions of the Oro Valley Zoning Code Revised.

A. TZ-5 MULTIPLE RESIDENCE ZONE

Sec. 101 Permitted uses.

A. Uses permitted

1. Single dwelling;
2. Duplex dwelling;
3. Multiple dwelling;
4. Recreational facilities;
5. Private school;
6. Temporary real estate office;

Sec. 201 Conditional Uses

None.

Sec. 301 Development Standards - General

- A. Minimum site (subdivision perimeter) setbacks:
 - 1. Front: Thirty feet (along Lambert Lane, a scenic route)
 - 2. Side: Ten feet each;
 - 3. Rear: Ten feet.

- B. Average area per dwelling unit: Six thousand square feet;
 - 1. Maximum lot coverage: Fifty percent (for main buildings)
 - 2. Minimum lot setback requirements: None. Zero lot-line siting of dwelling units on individual lots is permissible, subject to Oro Valley Building Codes.
 - 3. Building height limitation: Thirty-four feet, except as otherwise noted in Sec. 301C below (lot-specific requirements)

- C. Special Lot-Specific Development Standards - Building Height and Screening Devices
 - 1. Lots 1 through 46 and 54 through 70 shall be restricted to two-story buildings with a maximum height of 21 feet 6 inches. A minimum five-foot high decorative masonry wall, with color by staining or painting, shall be constructed as part of the buffer yards along the north lot lines.
 - 2. Lots 47 through 53 shall be restricted to single-story buildings with a maximum height of 15 feet. A minimum five-foot high decorative masonry wall, with color by staining or painting, shall be constructed as part of the buffer yards along the north lot lines.
 - 3. Lots 71 through 81, 91 through 129 and 133 through 137, shall be restricted to two-story buildings with a maximum height of 21 feet. Buffer yard landscaping shall be of plant materials sufficiently dense to provide screening, but shall not be of a height to block views.
 - 4. Lots 82, 83, 89, and 90 shall be restricted to two-story buildings with a maximum height of 21 feet. A minimum five-foot high decorative masonry wall, with color by staining or painting, shall be constructed as part of the buffer yards along the north lot lines. Buffer yard landscaping shall be of plant materials sufficiently dense to provide screening, but shall not be of a height to block views.
 - 5. Lots 84 through 88 and 130 through 132 shall be restricted to single story buildings with a maximum height of 15 feet. A minimum five-foot high decorative masonry wall, with color by staining or painting, shall be constructed as part of the buffer yards along the north lot lines, buffer yard landscaping shall be of plant materials sufficiently dense to provide screening, but shall not be of a height to block views.

Sec. 401 Development Standards - Accessory Structures.

- A. Permitted coverage: Maximum five percent of the individual lot area.
- B. Height limitation: Twelve feet.

- C. Minimum setback requirements:
- D. From main building(s): Seven feet;
- E. From property lines: In accordance with applicable Oro Valley Zoning and Building Codes.

When recorded, mail to:

Frank S. Bangs, Esq. Lewis and Roca
One South Church Avenue, Suite 700 Tucson, Arizona 85701-1620

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is made as of this 5 day of October 1994, by and between the TOWN OF ORO VALLEY, an Arizona municipal corporation (the "Town") and MARTIN M. McGARRY, JOAN N. McGARRY, DIANE ANDERSON and MARTIN M. McGARRY, as successor trustee of the Mary Jacqueline Eidel Trust, dated April 10, 1989 ("McGarry"); and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as trustee under Trust No. 4521 ("FATCO") (McGarry and FATCO are referred to collectively as the "Owners"), with respect to the following recitals and pursuant to the authority of A.R.S. § 9-500.05.

RECITALS

A. A.R.S. § 9-500.05 authorizes the Town to enter into an agreement with any person or entity having an interest in real property, providing for the annexation and development of such property and establishing certain development rights therein.

B. FATCO is the owner of a parcel of land, approximately 86 acres in size and located in the vicinity of Palisades Road and the Big Wash approximately one mile east of North First Avenue ("Palisades Point"). Palisades Point is zoned CR-1 pursuant to Pima County Ordinance No. 1992-75. Palisades Point is also subject to a recorded subdivision plat, Palisades Point Estates, a subdivision of Pima County, Arizona as recorded in the Office of the Pima County Recorder, Book 45 of Maps and Plats, at page 48. FATCO has obtained Pima County approval of plans for the construction of streets, utilities and drainage facilities (the "Palisades Infrastructure Improvements") for Palisades Point. The initial phase of the Palisades Infrastructure Improvements for Palisades Point, Lots 1-29 and Lot 50, has been completed and Pima County has released the assurances related to that phase. The second phase of the Palisades Infrastructure Improvements for Lots 30-65 (excluding Lot 50) will be completed by October 1, 1994. FATCO has also begun sales of Palisades Point lots, and construction of single family homes on those lots may occur before November 1, 1994.

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C. McGarry is the owner of a parcel of land 23.8 acres in size and located on the south side of Lambert Lane approximately 1700 feet east of Calle Linda Loma (the "Lambert Lane Property"). A legal description of the Lambert Lane Property is attached as Exhibit 1. The Lambert Lane Property is zoned CR-5 pursuant to Pima County Ordinance No. 1983-34. Under the conditions of that zoning, McGarry has participated in the construction of drainage improvements on the

Lambert Lane Property which serve other properties in the same drainage watershed. McGarry also dedicated approximately 7.7 acres of land adjoining the Lambert Lane Property to Pima County for the Canada del Oro erosion buffer. Palisades Point and the Lambert Lane Property are collectively referred to herein as the "Property."

D. The Town desires to extend and increase its corporate limits by annexation of the Property together with other surrounding properties as part of the Peninsula Annexation (the "Annexation") pursuant to the provisions of A.R.S. § 9-471, et seq.

E. Before consenting to the annexation of the Property into the Town, the Owners require that the Town make certain assurances to them that the Town will allow for the further development of the Property following the Annexation in the manner contemplated by the Owners under the existing Pima County zoning classifications for the Property and the Pima County subdivision, grading, hillside development, street, drainage and utility standards (the "County Development Standards") applicable to Palisades Point.

F. The Owners and the Town anticipate the annexation of the Property by the Town will benefit the Town and its residents by: (1) assuring the orderly development of the Property, consistent with the Town's General Plan; (2) increasing revenues to the Town, including the receipt of development-related fees and shared tax revenues from the state and federal governments; (3) generating housing and employment opportunities for Town residents; and (4) providing future residents of the Property with the benefits and services inherent in living in the Town.

G. The Mayor and Town Council of the Town have authorized the execution of this Agreement by Resolution No. (R) 94-45, to which this Agreement is attached.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Recitals Incorporated. The Recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. Annexation. The Owners shall execute and deliver petition(s) for annexation of the Property to the Town simultaneously with the execution of this Agreement by all parties. Thereafter, the Town shall diligently undertake to perform all necessary acts and procedures so that the Property shall be annexed by the Town and included within the corporate limits of the Town, all at no cost to the Owners. This Agreement shall be terminated and become of no further force or effect if the Annexation does not become final and effective pursuant to A.R.S. § 9-471(D) on or before December 9, 1994.

3. Interim Enforcement of Pima County Zoning. On or before the date on which the Town adopts an ordinance accomplishing the Annexation (the "Annexation Date"), the Town shall, pursuant to A.R.S. § 9-462.04(D), adopt an ordinance authorizing the continued enforcement of the Pima County zoning and development standards applicable to the Property on the Annexation Date (the "County Zoning"). The County Zoning shall remain in effect until such time as the Town adopts original Town zoning for the Property, as provided in Paragraph 4 of this Agreement. The County Zoning is described in Exhibit 2 to this Agreement.

4. Original Zoning. Following the Annexation, the Town is required to impose original Town zoning upon the Property in accordance with A.R.S. § 9-471(L). The Town agrees that:

- a. The Town will initiate, at no cost to the Owners, original Town zoning for the Property in accordance with all applicable state statutes and Town ordinances as follows:
 - (i) Palisades Point. The Town zoning classification for Palisades Point shall be the R1-36 Zone. This classification will permit densities and uses no greater than those permitted by Pima County before the Annexation.
 - (ii) Lambert Lane Property. The Town zoning classification for the Lambert Lane Property shall be the R-6 Zone, with special stipulations to permit McGarry to construct no fewer than 440 dwelling units on the Lambert Lane Property. This classification will permit densities and uses no greater than those permitted by Pima County before the Annexation.
- b. The Mayor and Town Council of the Town shall enact by ordinance original Town zoning for the Property as described in Paragraph 4(a) of this Agreement (the "Original Zoning") in accordance with all applicable Town ordinances and state statutes.

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5. Application of Counter Development Standards to Housing Construction at Palisades Point. The Town acknowledges that the design of individual homesites on the Palisades Point lots is predicated on the application of County Development Standards to future house construction, including, but not limited to, Pima County hillside development regulations and grading regulations. Consequently, the Town agrees the development of homesites in Palisades Point will be governed by the applicable County Development Standards, and not Town development standards.

6. Palisades Point Assurance Agreements. If on the Annexation Date there are assurance agreements for the completion of the Palisades Infrastructure Improvements which have not been released by Pima County, the Town agrees that it will approve substitute assurances of a kind and with terms substantially identical to those accepted by Pima County, all at no cost to McGarry.

7. Pima County Review of Development Plans for the Lambert Lane Property. McGarry may wish to file a development plan for the Lambert Lane property with Pima County before the Annexation Date. McGarry expects Pima County review and approval of that development plan will have occurred during the period of time that the Town will enforce Pima County zoning as provided in Paragraph 3 of this Agreement and before the date on which the Town adopts original Town zoning for the Lambert Lane Property as provided in Paragraph 4 of this Agreement. If McGarry obtains Pima County approval of a development plan for the Lambert Lane Property, as evidenced by a written communication from the Director of the Pima County Development Services Department, the Town agrees that it will accept such approval as the equivalent of and in lieu of the development plan review otherwise required by Chapter 4 of the Oro Valley Zoning Code Revised for development of the Lambert Lane Property. McGarry agrees to bear all costs associated with Pima County review of a development plan after the Annexation Date.

Alternatively, McGarry may elect to file development plans for all or portions of the Lambert Lane Property for review and approval by the Town before the Annexation Date. McGarry acknowledges that the approval of such plans could not serve as the basis for further development approvals by the Town if the Town did not complete the Annexation as contemplated by this Agreement.

8. Sales Tax. The Town agrees that it will not impose on the Owners or their affiliates, agents, contractors, successors and assigns, a sales tax, transaction privilege tax, business privilege tax, or similar tax upon any contracts for the improvement of the Property or contracts for the sale of homes constructed on the Property where such contracts were entered into on or before the Annexation Date. Such contracts entered into after the Annexation Date are subject to taxation.

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9. Ability to Rely on Original Zoning. The Town agrees that, in order to allow the Owners and their successors and assigns to rely upon the continued validity of the Original Zoning to be enacted by the Town pursuant to this Agreement, the Town shall, for a period of ten (10) years from the Annexation Date, take no action that would result in subjecting the Property to a change in the provisions of the Original Zoning applicable to development of the Property. Any such prohibited changes made during the ten (10) year period set forth above shall be of no effect as against the Property, the owner(s), mortgagee(s), or lessee(s) thereof, or any other person or entity having any interest therein, unless the affected owner(s), mortgagee(s), or lessee(s) shall have expressly consented in writing to the otherwise prohibited changes.

10. No Restrictions on Building Permits or Necessary Approvals. The Town agrees that, for a period of ten (10) years from the Annexation Date, it shall adopt no moratorium, land use rule, regulation or limitation on the rate, timing or sequencing of the development of the Property as contemplated by the Original Zoning or any other restriction on the availability of building permits during the ten (10) year period set forth above except as may be necessary to:

- a. comply with any state or federal laws or regulations, provided that if any such state or federal law or regulation prevents or precludes compliance with any provision of this Agreement, such provision shall be modified as may be necessary in order to comply with such state or federal law or regulations; or
- b. alleviate or otherwise contain a legitimate, bona fide threat to the health or safety of the general public, in which event any ordinance, rule or regulation to be imposed in an effort to contain or alleviate such threat may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily.

Nothing in this Agreement shall be interpreted to restrict any vested rights to the development of the Property which the Owners may have obtained pursuant to common law.

11. Development Fees. The Owners understand that the Town is considering adoption of a development impact fee ordinance pursuant to authority granted by A.R.S. § 9-463.05 (the "DIFO"). The Town has represented to the Owners that only the Lambert Lane Property will be affected by the DIFO, as that proposed regulation was drawn as of August 22, 1994. Those representations notwithstanding the parties agree that the Owners shall be given a credit against the amount of any future development impact fee assessed by the Town against

development which occurs on the Property for the value of (a) land dedicated for public use, (b) improvements to public rights-of-way or (c) monies paid in lieu of such dedications or improvements as a condition for the zoning, subdivision or development of the Property (collectively, the "Exactions"), which Exactions were conveyed, constructed or paid by the Owner either prior to or after the Annexation Date, provided the Exactions confer a benefit upon the general public and are related to the public improvements for which the development impact fee is assessed by the Town. The Exactions include the dedication of the Canada del Oro erosion buffer, payment of Rancho Vistoso Bridge Financing Plan fees to Pima County, and the construction of drainage improvements on the Lambert Lane Property. These previous exactions will not be considered as credits against transportation-related impact fees, such as the DIFO, but would be credited against a future parks or drainage impact fee, should one be adopted by the Town. Credit given by the Town for the Exactions shall be applied to the entire Property on a proportional basis. For example, if the development impact fee is levied on each dwelling unit constructed on the Property, the credit will be distributed to all dwelling units, even though some may have been constructed before imposition of the development impact fee. With respect to the Lambert Lane Property, the Town agrees that the DIFO will be assessed against development on the Lambert Lane Property only to the extent that the Lambert Lane Property lies within the DIFO's benefit area (Section 11, T12S, R12E). For example, if it is determined that only 25% of the property lies within the benefit area, then the amount of the fee assessed against each dwelling unit will be 25% of the fee otherwise assessed against a dwelling unit in the benefit area. An acceptable alternative would be to assess only those building permits issued within the DIFO's benefit area.

12. No Additional Dedications. The Town agrees that the Town shall not at any time attempt to acquire or require, by means of zoning or subdivision exactions, reservation or otherwise, any further dedications of portions of the Property or easements or other rights over portions of the Property for any purpose whatsoever. In no event shall the Town require the Owners to contribute money or other things of value to the Town in lieu of the prohibited dedication requirements and other prohibited exactions described in this paragraph.

13. Recordation; Binding Effect; Covenants Running with the Land. Within ten (10) days after the approval of this Agreement by the Town, the Town shall cause this Agreement to be recorded in the official records of Pima County, Arizona. The provisions of this Agreement shall constitute covenants and servitudes which shall run with the Property, and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest and assigns, including purchasers, of the parties hereto. This Agreement shall be effective, subject to -amendments as permitted by the terms set forth below, until the date which is ten (10) years from the date of this Agreement. Upon such date, this Agreement shall be deemed terminated and of no further force or effect.

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Such termination shall not affect any entitlement for the Property or rights to development thereon which were approved or which vested prior to the termination of this Agreement.

14. Amendments of Agreement. This Agreement may be amended from time to time by the written consent of the original parties or their successors in interest.

15. Cooperation in the Event of Legal Challenge. In the event of any legal action or proceeding instituted by a third party challenging the validity of any provision of this Agreement, the parties agree to cooperate in diligently defending said action or proceeding.

16. Default: Remedies. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of twenty (20) days after written notice thereof from another party shall constitute a default under this Agreement. The notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are repaid in full.

17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

18. No Joint Venture or Partnership. The Town and the Owners hereby renounce the existence of any form of joint venture or partnership between the Town and the Owners and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the Town and the Owners joint venturers or partners.

19. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, provided that the overall intent of the parties is not vitiated by such severability.

20. Notices. All notices, requests, demands, or other communications ("Notices") required by this Agreement or otherwise given in respect of any matter with which this Agreement is concerned shall be in writing and served by personal delivery or deposited with the United States Postal Service, certified mail, return receipt requested, with proper postage affixed, addressed and directed to the party to receive the same as follows:

BEE0293B

Ms. Katheryn Cuvelier
Town Clerk
Town of Oro Valley
11000 North LaCañada Drive
Tucson, Arizona 85737-7015

If to the Owners:

Mr. Martin M. McGarry
President
Martin M. McGarry, Inc.
2230 Camino El Grenado
Tucson, Arizona 85718

With copy to:

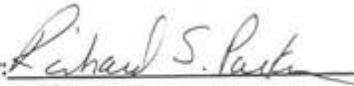
Frank S. Bangs, Jr.
Lewis and Roca
One South Church, Suite 700
Tucson, Arizona 85701-1620

Except as otherwise specifically stated in this Agreement, all Notices shall be effective upon delivery and shall be deemed delivered on the date when actually received. Any party may designate a different person or entity or change the place to which any Notice shall be given as herein provided, which Notice shall be effective after the same is actually received by the other party.

21. Exhibits Incorporated. All exhibits attached hereto and referenced herein are by this reference incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF ORO VALLEY, an Arizona
municipal corporation

By: 
Mayor

ATTEST

By: Karen G. Anderson
Town Clerk



'McGarry'

Martin M. McGarry
Martin M. McGarry

Joan N. McGarry
Joan N. McGarry

Diane Anderson
Diane Anderson

By: Martin M. McGarry
Attorney in Fact
Martin M. McGarry TTR
Martin M. McGarry, as successor trustee
of the Mary Jacqueline Eidel Trust

'FATCO'

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation, as
Trustee under Trust No. 4521

By: [Signature]
Its: Assistant President

9936 826 9914 1654

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 3 day
of October, 1994, by Richard S. Pickett,
Mayor of the Town of Oro Valley, who acknowledged that he/she signed the
foregoing instrument on behalf of the Town.

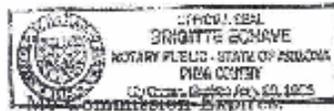
Richard S. Pickett
Notary Public

My Commission Expires:
11-14-95



STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 19th day
of Oct, 1994 by Martin M. McGarry.



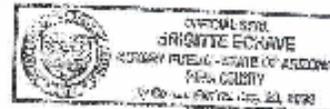
[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 19th day
of Oct, 1994 by Joan N. McGarry.

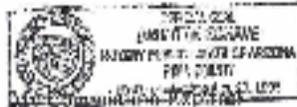
[Signature]
Notary Public

My Commission Expires:



STATE OF ARIZONA)
) ss.
County of Pima)

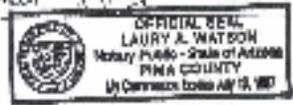
The foregoing instrument was acknowledged before me this 17th day of July, 1994 by Martin M. McBerry, as successor trustee of the Mary Jacqueline Hibel Trust, dated April 10, 1989.



[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 23rd day of July, 1994, by FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 6569, by Paula Malone, its



[Signature]
Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 27th day of July, 1994 by Diane Anderson by Martin M. McBerry as her attorney in fact.

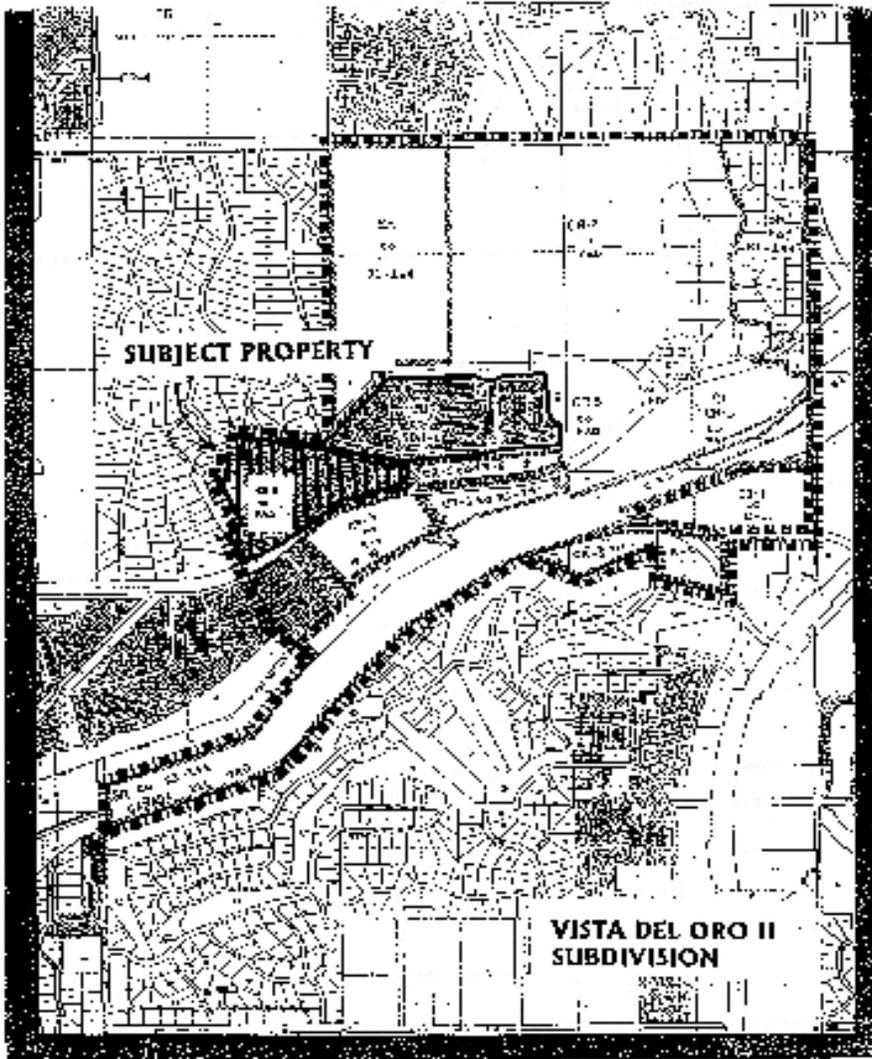


[Signature]
Notary Public

4934 828 9914 1656

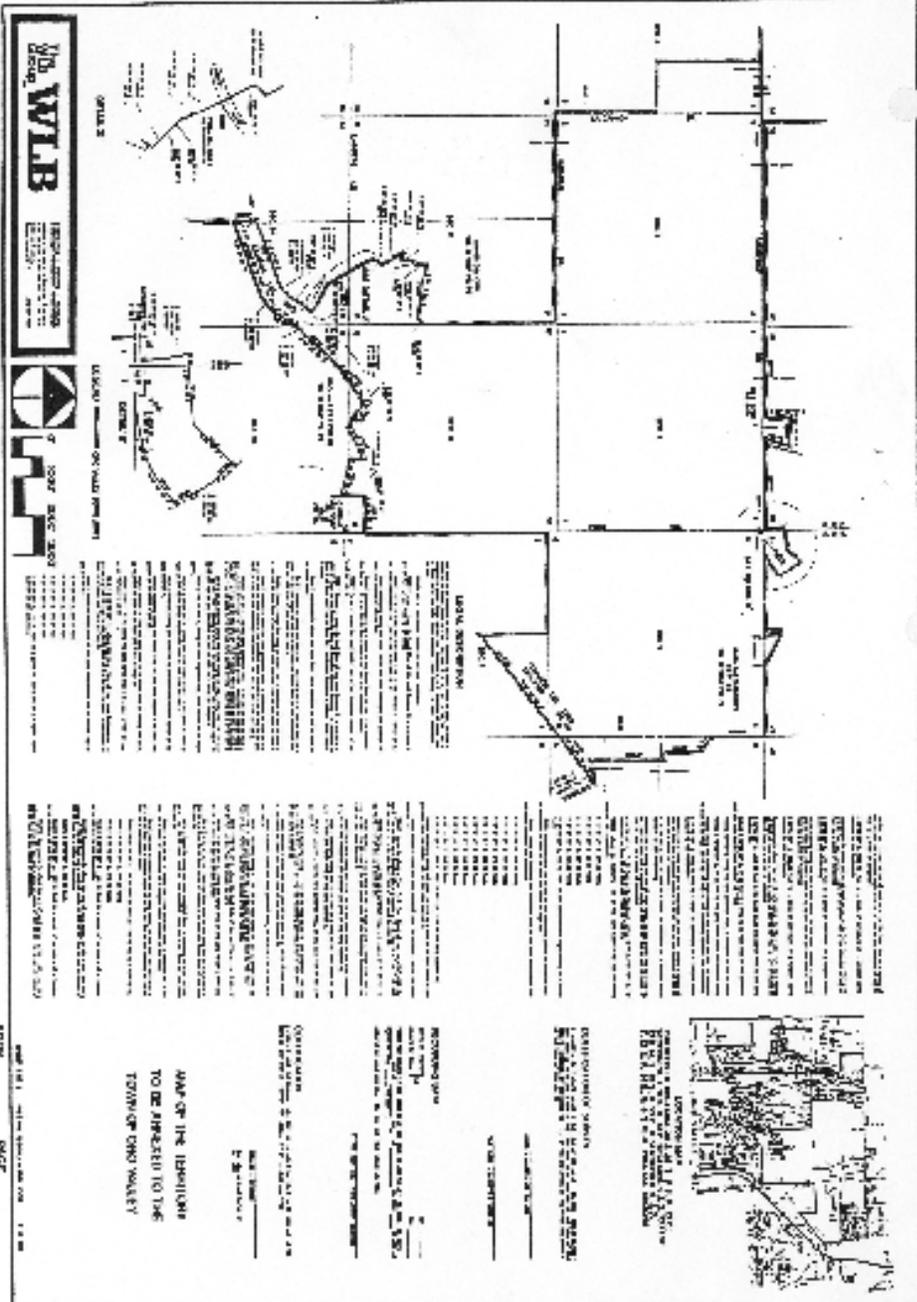
EXHIBIT A

Vista Del Oro II PAD



TRANSLATIONAL ZONING
From
Pima County
to
Oro Valley Equivalent





WLB
 WOOD LUMBER BROS.
 1000 W. 10th St.
 SPOKANE, IDAHO 83402
 (208) 325-1111



1-800-368-3333
 FAX (208) 325-1111

1-800-368-3333
 FAX (208) 325-1111

1-800-368-3333
 FAX (208) 325-1111

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SCALE PAGE

THENCE S 89°55'31" E, along the North line of the said Parcel a distance of 737.58 feet to the Northeast corner;

THENCE S 15°47'24" W, along the East line of the said Parcel a distance of 533.40 to a line 50.00 feet North of and parallel with the South line of the said Section 36;

THENCE Easterly along the said parallel line, a distance of 239.20 feet to a line 40.00 feet West of and parallel with the East line of the said Section 36;

THENCE N 00°01'07" W, along the said parallel line, a distance of 35.00 feet to a point of curvature of a tangent curve concave to the West;

THENCE Northerly along the arc of said curve, to the left, having a radius of 1150.00 feet and a central angle of 18°25'03" for an arc distance of 370.00 feet to a non-tangent line;

THENCE N 84°45'30" E, 99.42 feet to the East line of the said Section 36;

THENCE N 84°46'30" E, 477.13 feet;

THENCE N 43°43'51" E, 445.41 feet;

THENCE S 43°45'21" E, 154.94 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 720.00 feet and a central angle of 017°27'28" for an arc distance of 219.33 feet to a point of tangency;

THENCE S 25°17'53" E, 201.25 feet;

THENCE S 56°46'50" W, 302.51 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 1145.92 feet and a central angle of 033°35'45" for an arc distance of 672.25 feet to the POINT OF BEGINNING.

Prepared by:

THE WLB GROUP, INC.

Kenneth E. Zisemann
Kenneth E. Zisemann, P.L.S.



1917 1194

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