

ASPEN HEIGHTS SUBDIVISION

Part Of The Southwest Quarter Of Section 1, Township 7 North, Range 69 West Of The 6th P.M.,
City of Fort Collins, County Of Larimer, State Of Colorado

DATE:	2/27/2013
FILE NAME:	2011296A-SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	SAL

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all persons by these presents, that the undersigned owner(s) of the following described land:
A tract of land located in the Southwest Quarter (SW1/4) of Section One (1), Township Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 1 and assuming the South line of Southwest Quarter of said Section 1 as bearing South 89°39'23" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2646.37 feet with all other bearings contained herein relative thereto;

THENCE along the Centerline of said Section 1 North 00°19'18" East a distance of 719.83 feet;
THENCE North 56°45'36" West 79.29 feet to the POINT OF BEGINNING, said POINT OF BEGINNING lying on the West right-of-way line of Redwood Street as platted in the Replat No. 1 of Evergreen Park found at Reception Number 85405, Book 1597 Page 128 in the records of the Larimer County Clerk and Recorder;

THENCE along said West right-of-way line North 01°27'22" East a distance of 427.21 feet to the beginning point of a curve, non-tangent to the aforesaid line on the proposed North right-of-way line of East Vine Drive;

THENCE along said proposed right-of-way line and along the arc of a curve concave to the Northwest a distance of 24.18 feet, said curve has a Radius of 15.00 feet, a Delta of 92°22'32" and is subtended by a Chord that bears South 47°38'38" West a distance of 21.65 feet to a Point of Tangency (PT);

THENCE continuing along said proposed right-of-way line North 86°10'06" West a distance of 196.14 feet to a Point of Curvature (PC);

THENCE continuing along said proposed right-of-way line and along the arc of a curve concave to the Northeast a distance of 425.84 feet, said curve has a Radius of 1442.50 feet, a Delta of 16°54'52" and is subtended by a Chord that bears North 77°42'40" West a distance of 424.30 feet to a PT;

THENCE continuing along said proposed right-of-way line North 69°15'14" West a distance of 236.07 feet to a PC;

THENCE continuing along said proposed right-of-way line and along the arc of a curve concave to the Southwest a distance of 31.99 feet, said curve has a Radius of 1132.50 feet, a Delta of 01°37'07" and is subtended by a Chord that bears North 70°03'18" West a distance of 31.99 feet;

THENCE North 00°05'41" West along a line non-tangent to the aforesaid curve a distance of 333.30 feet;
THENCE North 90°00'00" East a distance of 890.80 feet to aforesaid West right-of-way line of Redwood Street;

THENCE along said right-of-way line North 01°27'22" East a distance of 403.16 feet to a PC;
THENCE continuing along said right-of-way line along the arc of a curve concave to the Southwest a distance of 194.93 feet, said curve has a Radius of 358.85 feet, a Delta of 31°07'26" and is subtended by a Chord that bears North 14°06'21" West a distance of 192.54 feet to a PT;

THENCE continuing along said right-of-way line North 29°40'04" West a distance of 62.81 feet to a PC;
THENCE continuing along said right-of-way line and along the arc of a curve concave to the Northeast a distance of 230.03 feet, said curve has a Radius of 439.09 feet, a Delta of 30°01'03" and is subtended by a Chord that bears North 14°39'33" West a distance of 227.42 feet to a Point of Reverse Curvature (PRC);

THENCE along said right-of-way line of Redwood Street turning into the right-of-way line of Conifer Street as platted in the aforesaid Replat No. 1 of Evergreen Park and along the arc of a curve concave to the Southwest a distance of 23.49 feet, said curve has a Radius of 15.00 feet, a Delta of 89°43'59" and is subtended by a Chord that bears North 44°31'01" West a distance of 21.16 feet to a PT;

THENCE continuing along said right-of-way line of Conifer Street North 89°23'00" West a distance of 0.52 feet to a PC;

THENCE continuing along said right-of-way line and along the arc of a curve concave to the Southeast a distance of 77.86 feet, said curve has a Radius of 185.87 feet, a Delta of 24°00'00" and is subtended by a Chord that bears South 78°37'00" West a distance of 77.29 feet to a PT;

THENCE continuing along said right-of-way line South 66°37'00" West a distance of 325.35 feet to a PC;
THENCE continuing along said right-of-way line and along the arc of a curve concave to the Northwest a distance of 223.74 feet, said curve has a Radius of 540.00 feet, a Delta of 23°44'22" and is subtended by a Chord that bears South 78°29'11" West a distance of 222.14 feet to a PT;

THENCE continuing along said right-of-way line North 89°38'38" West a distance of 635.41 feet;
THENCE South 00°21'22" West a distance of 1067.73 feet;
THENCE South 89°31'07" East a distance of 486.23 feet;
THENCE South 56°45'36" East a distance of 1033.71 feet to the POINT OF BEGINNING.

. . . (which above described tract contains 31.005 acres, more or less)

for themselves and their successors in interest Breckenridge Group Fort Collins Colorado, LLC have caused the above described land to be surveyed and subdivided into lots, tracts and streets as shown on the plat to be known as Aspen Heights Subdivision, subject to all easements and rights-of-way now of record or existing or indicated on this Plat. The rights and obligations of this Plat shall run with the land.

OWNER:

Breckenridge Group Fort Collins Colorado, LLC

By: Greg Henry, Manager

NOTARIAL CERTIFICATE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Greg Henry as Manager for Breckenridge Group Fort Collins Colorado, LLC this _____ day of _____, 20_____.

My commission expires _____

Witness my hand and official seal. (SEAL)

Notary Public

CERTIFICATE OF DEDICATION:

The Owner does hereby dedicate and convey to the City of Fort Collins, Colorado (hereafter "City"), for public use, forever, a permanent right-of-way for street purposes and the Easements as laid out and designated on this Plat; provided, however, that (1) acceptance by the City of this dedication of Easements does not impose upon the City a duty to maintain the Easements so dedicated, and (2) acceptance by the City of this dedication of streets does not impose upon the City a duty to maintain streets so dedicated until such time as the provisions of the Maintenance Guarantee have been fully satisfied. The streets dedicated on this Plat are the fee property of the City as provided in Section 31-23-107 C.R.S. The City's rights under the Easements include the right to install, operate, access, maintain, repair, reconstruct, remove and replace within the Easements public improvements consistent with the intended purpose of the Easements; the right to install, maintain and use gates in any fences that cross the Easements; the right to mark the location of the Easements with suitable markers; and the right to permit other public utilities to exercise these same rights. Owner reserves the right to use the Easements for purposes that do not interfere with the full enjoyment of the rights hereby granted. The City is responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easements, but by acceptance of this dedication, the City does not accept the duty of maintenance of the Easements, or of improvements in the Easements that are not owned by the City. Owner will maintain the surface of the Easements in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

Except as expressly permitted in an approved plan of development or other written agreement with the City, Owner will not install on the Easements, or permit the installation on the Easements, of any building, structure, improvement, fence, retaining wall, sidewalk, tree or other landscaping (other than usual and customary grasses and other ground cover). In the event such obstacles are installed in the Easements, the City has the right to require the Owner to remove such obstacles from the Easements. If Owner does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Owner the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or any other property to which they are attached.

The rights granted to the City by this Plat inure to the benefit of the City's agents, licensees, permittees and assigns.

MAINTENANCE GUARANTEE:

The Owner hereby warrants and guarantees to the City, for a period of two (2) years from the date of completion and first acceptance by the City of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the Development which is the subject of this Plat. This warranty and guarantee is made in accordance with the City Land Use Code and/or the Transitional Land Use Regulations, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, Easements and other public properties, including, without limitation, all curbing, sidewalks, bike paths, drainage pipes, culverts, catch basins, drainage ditches and landscaping. Any maintenance and/or repair required on utilities shall be coordinated with the owning utility company or department.

The Owner shall maintain said improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements and environmental protection requirements of the City. The Owner shall also correct and repair, or cause to be corrected and repaired, all damages to said improvements resulting from development-related or building-related activities. In the event the Owner fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Owner. The City shall also have any other remedies available to it as authorized by law. Any damages which occurred prior to the end of said two (2) year period and which are unrepaired at the termination of said period shall remain the responsibility of the Owner.

REPAIR GUARANTEE:

In consideration of the approval of this final Plat and other valuable consideration, the Owner does hereby agree to hold the City harmless for a five (5) year period, commencing upon the date of completion and first acceptance by the City of the improvements to be constructed in connection with the development which is the subject of this Plat, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the property shown herein; and the Owner furthermore commits to make necessary repairs to said public improvements, to include, without limitation, the roads, streets, fills, embankments, ditches, cross pens, sub-drains, culverts, walls and bridges within the right-of-way, Easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling trenches, fills or excavations.

Further, the Owner warrants that he/she owns fee simple title to the property shown hereon and agrees that the City shall not be liable to the Owner or his/her successors in interest during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Owner. I further warrant that I have the right to convey said land according to this Plat.

Notice Of Other Documents:

All persons take notice that the Owner has executed certain documents pertaining to this Development which create certain rights and obligations of the Development, the Owner and/or subsequent Owners of all or portions of the Development site, many of which obligations constitute promises and covenants that, along with the obligations under this Plat, run with the land. The said documents may also be amended from time to time and may include, without limitation, the Development Agreement, Site And Landscape Covenants, Final Site Plan, Final Landscape Plan, and Architectural Elevations, which documents are on file in the office of the clerk of the City and should be closely examined by all persons interested in purchasing any portion of the Development site.

SIGHT DISTANCE EASEMENT RESTRICTIONS:

Sight Distance Easement – The sight distance easement is an easement required by the City at some street intersections where it is necessary to protect the line of sight for a motorist needing to see approaching traffic and to react safely for merging their vehicle into the traffic flow. The following are requirements for certain objects that may occupy a sight distance easement for level grade:

- Structures and landscaping within the easement shall not exceed 24 inches in height with the following exceptions:
- Fences up to 42 inches in height may be allowed as long as they do not obstruct the line of sight for motorists.
- Deciduous trees may be allowed as long as all branches of the trees are trimmed so that no portion thereof or leaves thereon hang lower than six (6) feet above the ground, and the trees are spaced such that they do not obstruct line of sight for motorists. Deciduous trees with trunks large enough to obstruct line of sight for motorists shall be removed by the owner.

For non-level areas these requirements shall be modified to provide the same degree of visibility.

ATTORNEY'S CERTIFICATION:

I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 2.2.3(C)(3)(a) through (e) inclusive of the Land Use Code of the City of Fort Collins and that all persons signing this Subdivision Plat on behalf of a corporation or other entity are duly authorized signatories under the laws of the State of Colorado. This Certification is based upon the records of the Clerk and Recorder of Larimer County, Colorado as of the date of execution of the plat and other information discovered by me through reasonable inquiry and is limited as authorized by Section 2.2.3(C)(3)(f) of the Land Use Code.

Attorney: _____

Address: _____

Registration No.: _____

APPROVED AS TO FORM, CITY ENGINEER

By the City Engineer of the City of Fort Collins, Colorado this _____ day of _____ A.D., 20_____.

City Engineer

PLANNING APPROVAL

By the Director of Planning the City of Fort Collins, Colorado this _____ day of _____ A.D., 20_____.

Director of Planning

City Clerk

NOTICE
ALL RESPONSIBILITIES AND COSTS OF OPERATION, MAINTENANCE AND RECONSTRUCTION OF THE PRIVATE STREETS AND/OR DRIVES LOCATED ON THE PRIVATE PROPERTY THAT IS THE SUBJECT OF THIS PLAT SHALL BE BORNE BY THE OWNERS OF SAID PROPERTY, EITHER INDIVIDUALLY, OR COLLECTIVELY, THROUGH A PROPERTY OWNERS' ASSOCIATION, IF APPLICABLE. THE CITY OF FORT COLLINS SHALL HAVE NO OBLIGATION OF OPERATION, MAINTENANCE OR RECONSTRUCTION OF SUCH PRIVATE STREETS AND/OR DRIVES NOR SHALL THE CITY HAVE ANY OBLIGATION TO ACCEPT SUCH STREETS AND/OR DRIVES AS PUBLIC STREETS OR DRIVES.

TRACT	DESCRIPTION	OWNED & MAINTAINED BY
TRACT A	OPEN SPACE AND RESIDENTIAL HOMES	BRECKENRIDGE GROUP FORT COLLINS COLORADO, LLC
TRACT B	OPEN SPACE AND RESIDENTIAL HOMES	BRECKENRIDGE GROUP FORT COLLINS COLORADO, LLC

PROJECT BENCHMARK:
CITY OF FORT COLLINS BENCHMARK #42-97 ELEVATION 4966.75 (NGVD 29 DATUM)

ALTERNATE BENCHMARK:
CITY OF FORT COLLINS BENCHMARK #1-00 ELEVATION 4965.57 (NGVD 29 DATUM)

EASEMENT APPROVAL

Utility easements are adequate as shown and are hereby approved.

Xcel Energy _____ Poudre Valley REA _____

NOTES

- The property is in flood zone "X," areas determined to be outside the 0.2% annual chance of floodplain" and flood zone "AE," areas of 1% chance flood (100-year flood), base flood elevations determined. The floodway in the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height," per City of Fort Collins website fgov.com and per FEMA flood map 08069C0977G revised June 17, 2008. For further information, call City of Fort Collins Utilities, phone (970) 221-6700.
- Current zoning is CNN across entire property.

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors Inc. relied upon Title Commitment Number 36200-11-00838 TLV, dated June 27, 2011 at 7:30 A.M., as prepared by North American Title Insurance Company to delineate the aforesaid information.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Bearing the South line of the Southwest Quarter of Section 1, T.7N., R.69W., as bearing South 89°39'23" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2646.37 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

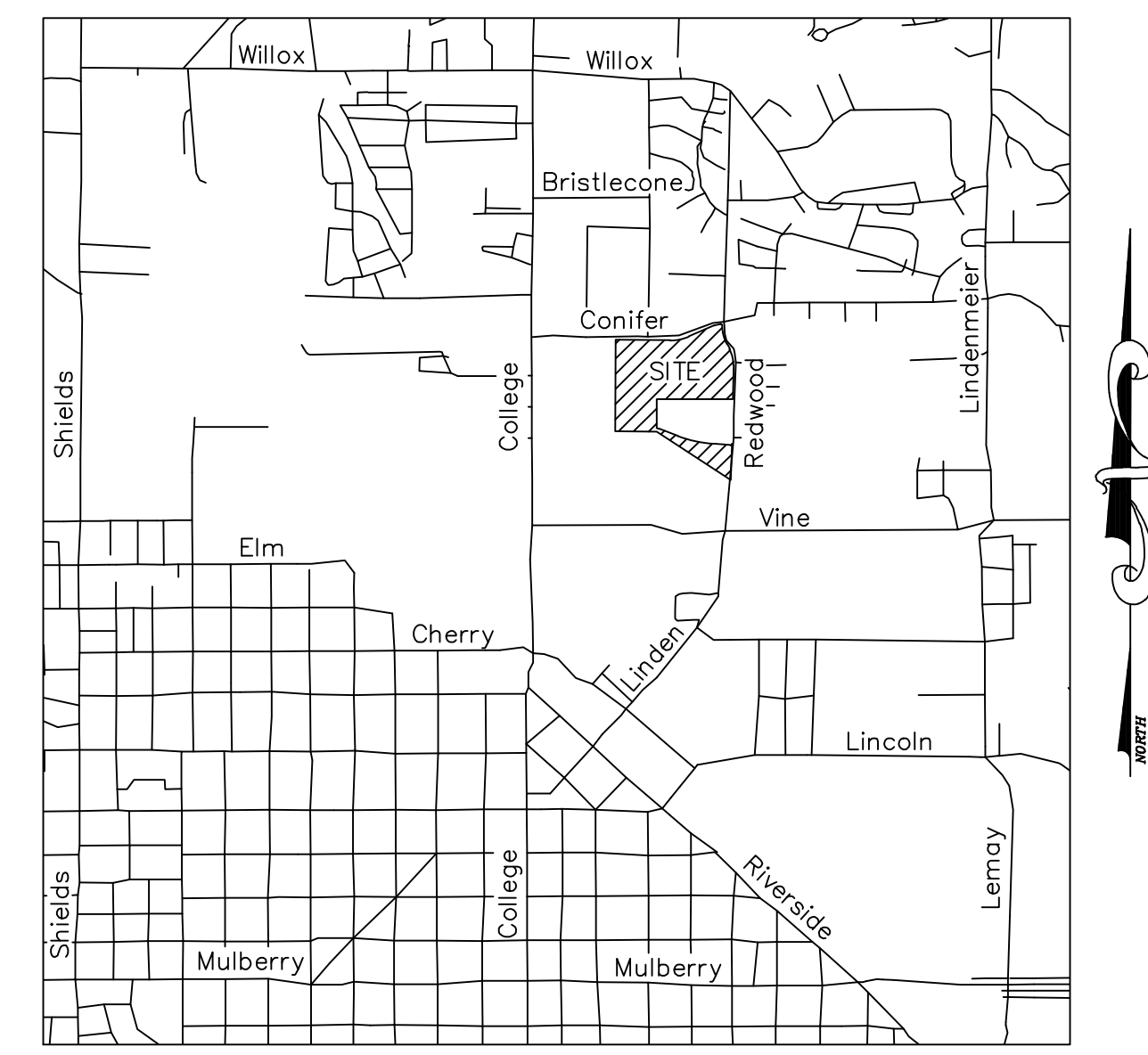
NOTE

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-60-105 C.R.S.)

SURVEYOR'S STATEMENT

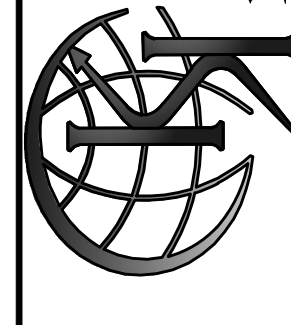
I, Steven A. Lund, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

Steven A. Lund – On Behalf Of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #34995



VICINITY MAP
(NOT TO SCALE)

KING SURVEYORS, INC.
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | email: info@KingSurveyors.com



REVISIONS:	DATE:
REVISED PER CITY COMMENTS	CSK 3/20/2013
ADDED LOTS PER CLIENT	CSK 2/27/2013
REVISED PER CITY COMMENTS	CSK 3/27/2013

ASPEN HEIGHTS SUBDIVISION
 FOR
Breckenridge Group Fort Collins, Colorado LLC
 1301 S. CAPITAL OF TX HWY BLDG B, SUITE 201
 AUSTIN, TX 78746

PROJECT #:
2011296-A