

* HANSEN SUBDIVISION * (ALL SHEETS) Updated to Hansen Farm

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

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 East Half of Section 7, Township 6 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the East line of the Northeast Quarter of said Section 7 as bearing South 00°00'53" East and with all bearings herein relative thereto:

COMMENCING at the East Quarter Corner of said Section 7; thence along the South line of the Northeast Quarter of Section 7, South 89°48'09" West, 57.50 feet to the POINT OF BEGINNING; thence, South 00°05'52" West, 148.88 feet; thence, North 86°55'07" West, 54.06 feet; thence, North 70°20'07" West, 286.00 feet; thence, North 39°29'33" West, 64.42 feet; thence, South 89°59'49" West, 314.41 feet to the West line of that tract of land described in Reception No. 2010066406, Larimer County Clerk and Recorder; thence along said West line the following 16 courses and distances: North 18°53'29" East, 280.05 feet; thence, South 80°52'47" East, 140.66 feet; thence, North 43°24'32" East, 68.46 feet; thence, North 45°20'54" West, 193.08 feet; thence, North 57°52'49" West, 191.24 feet; thence, North 48°06'28" West, 109.43 feet; thence, North 63°34'52" West, 198.72 feet; thence, North 49°45'28" West, 330.86 feet; thence, North 47°12'15" West, 783.31 feet; thence, North 55°07'00" West, 318.91 feet; thence, North 74°09'59" West, 184.15 feet; thence, North 03°02'18" West, 367.61 feet; thence, North 05°59'16" West, 117.72 feet; thence, North 11°32'10" West, 221.70 feet; thence, North 02°51'46" West, 122.76 feet; thence, North 09°31'29" West, 49.42 feet to the Southerly line of Willow Springs P.U.D. - Second Filing; thence along said Southerly line and the Southerly line of Willow Spring P.U.D. the following 18 courses and distances: North 89°11'07" East, 307.33 feet; thence, North 88°58'07" East, 235.40 feet; thence, South 73°22'53" East, 83.20 feet; thence, South 46°25'53" East, 80.40 feet; thence, South 51°11'53" East, 67.70 feet; thence, South 33°06'53" East, 44.10 feet; thence, South 30°14'53" East, 82.50 feet; thence, South 03°55'53" East, 86.50 feet; thence, South 21°48'53" East, 44.90 feet; thence, South 55°53'53" East, 54.20 feet; thence, South 74°38'53" East, 367.20 feet; thence, South 67°46'53" East, 227.00 feet; thence, South 54°53'53" East, 152.80 feet; thence, South 71°51'53" East, 121.50 feet; thence, South 68°22'53" East, 243.40 feet; thence, South 68°41'53" East, 208.00 feet; thence, South 55°18'53" East, 82.70 feet; thence, South 52°11'53" East, 234.62 feet to a point on the West right-of-way line of Timberline Road; thence along said right-of-way line the following 4 courses and distances: South 00°00'53" East, 976.14 feet; thence, South 03°25'09" West, 457.54 feet; thence along a curve concave to the East having a central angle of 03°26'18" with a radius of 54.00 feet, an arc length of 3.24 feet and the chord of which bears South 01°42'08" West, 3.24 feet; thence, South 00°00'53" East, 61.96 feet to the POINT OF BEGINNING.

Said described tract contains 2,979,479 square feet or 68.399 acres, more or less.

For themselves and their successors in interest (collectively "Owner") have caused the above described land to be surveyed and subdivided into lots, tracts and streets as shown on this Plat to be known as HANSEN SUBDIVISION (the "Development"), 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. Updated to Hansen Farm

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.

OWNER: LORSEN LLC AS NOMINEE FOR LORSON NORTH DEVELOPMENT CORP, a Colorado Corporation

BY: _____
Authorized Signing Agent

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

_____, as Authorized Signing Agent of LORSEN LLC AS NOMINEE FOR LORSON NORTH DEVELOPMENT CORP, a Colorado Corporation.

Witness my hand and official seal

My commission expires: _____

Notary Public

OWNER: CALEB DEVELOPMENT, LLC, a Colorado limited liability company

BY: _____
Authorized Signing Agent

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

_____, as Authorized Signing Agent of CALEB DEVELOPMENT, LLC, a Colorado limited liability company.

Witness my hand and official seal

My commission expires: _____

Notary Public

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 pans, 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.

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: _____
Pat Hrbacek

Address: Spencer Fane LLP
102 S. Tejon Street, Suite 750
Colorado Springs, CO 80903

Registration No.: 32567

PLANNING APPROVAL

By the Director of Community Development and Neighborhood Services of the City of Fort Collins, Colorado this ____ day of _____, A.D., 20____.

Director of Community Development and Neighborhood Services

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

MAIL CREEK DITCH EASEMENT APPROVAL

This signature is to accept the ditch easement only.

By: _____

SOUTH FORT COLLINS SANITATION DISTRICT STATEMENT:

The undersigned, its successors and assigns, ("Undersigned") does hereby dedicate and convey to the South Fort Collins Sanitation District ("District"), its successors and assigns, forever, easements as laid out and designated as such, on this plat, one (1) or more sanitary sewer lines for the collection and service of sanitary sewer and wastewater, and all underground and surface appurtenances thereto, including metering stations and other fixtures, in, over, across and upon said Easement. The Undersigned further grants, conveys and covenants to the District (A) the right and privilege to grade the Easements for the full width thereof in such manner as the District may reasonably determine to be necessary or advisable; B) all other rights necessary and incident to the full and complete use and enjoyment of the right of way and easement for the purposes herein granted; C) the ground elevation of the easement shall not be diminished or substantially added to; D) the Undersigned shall be responsible for maintenance such as, but not limited to, mowing.

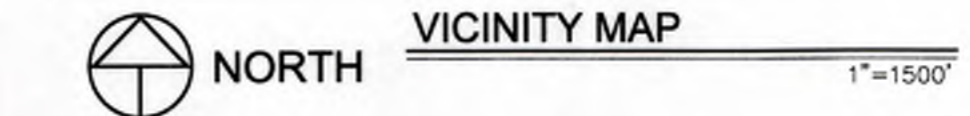
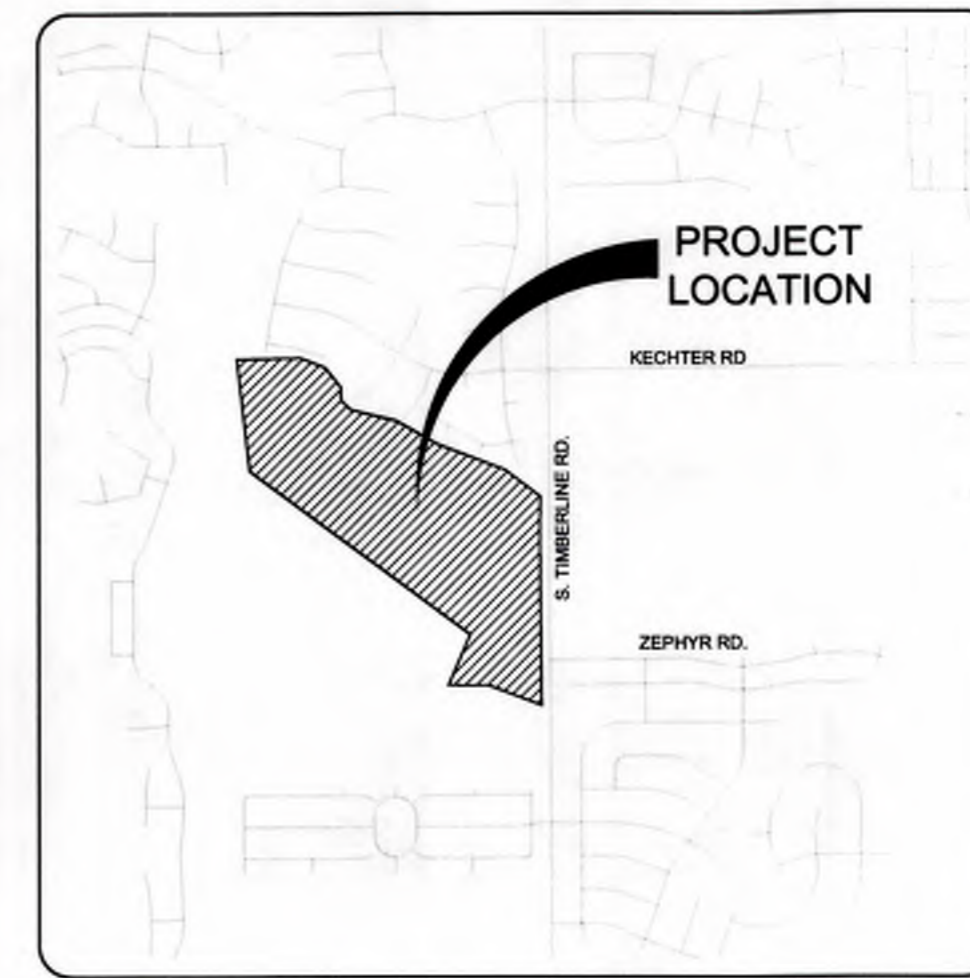
The Undersigned shall not erect or place any permanent building, structure, improvement, fence, sidewalk, tree or other landscaping on the Easements except as approved in these drawings. In the event of the placement of such obstacles, the District shall have the right to require the undersigned to remove such obstacles from the Easements and, in the event the undersigned fails to do so upon request, the District may remove such obstacles without any liability for repair or replacement thereof. The Undersigned shall have the right, without the consent of the District, to plant grasses and other ground cover and small shrubs upon the Easement areas that are usual and customary for the full use and enjoyment of the property. However, the District shall not be responsible for repair or replacement of any "exotic" plantings, ornamental trees, trees or similar landscaping other than usual and customary ground covering and shrubs.

By: _____

SURVEYOR'S STATEMENT

I, Robert C. Tessely, 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 monuments, stations and as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all to the best of my knowledge, information and belief.

For and on Behalf of Northern Engineering
Robert C. Tessely
Colorado Registered Professional
Land Surveyor No. 38470

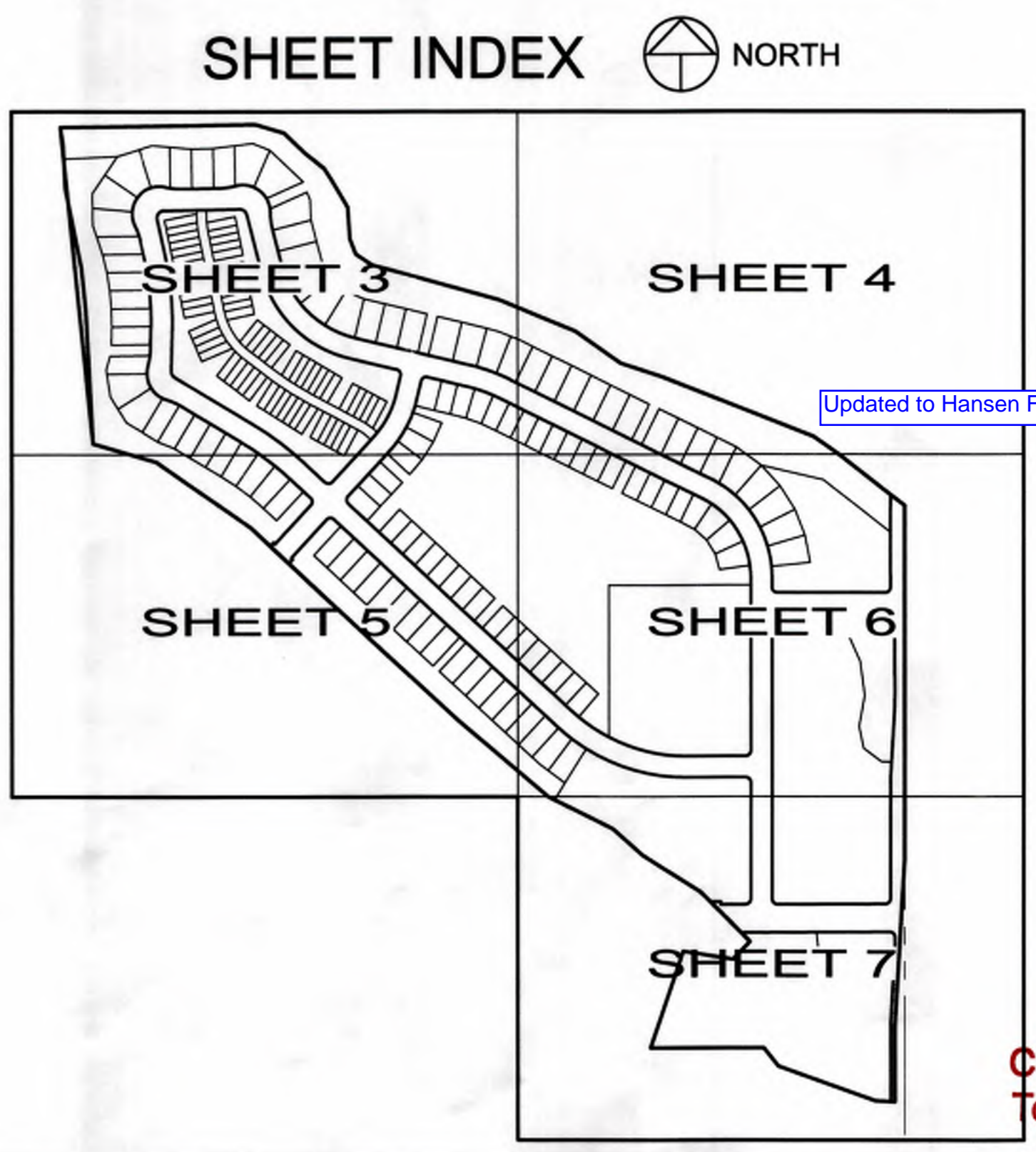


NOTES:

- The Basis of Bearings is the East line of the Northeast Quarter of Section 7, as bearing South 00° 00' 53" East (assumed bearing) as monumented on drawing.
- For all information regarding easements, right-of-way and title of record, Northern Engineering relied upon File Number 23574UTNC, Amendment No. 3, dated May 17, 2019, prepared by Stewart Title Guaranty Company.
- The lineal unit of measurement for this plat is U.S. Survey Feet.
- There shall be no private conditions, covenants or restrictions that prohibit or limit the installation of resource conserving equipment or landscaping that are allowed by Sections 12-120 - 12-122 of the City code.
- FLOOD ZONE DESIGNATION: According to FIRM Panel 08069C1000F (not printed) for Larimer County, this tract of land is located within an unshaded Zone X, and does not lie within a FEMA designated 100-year floodplain.
- Northern Engineering or the Professional Land Surveyor listed hereon, does not have the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. Northern Engineering or the Professional Land Surveyor listed hereon assumes no responsibility for the mineral rights upon the subject property.
- For easements created by separate document and shown hereon refer to record document for specific terms.
- A copy of the title commitment and the documents contained therein were provided to the owner, client and attorney listed hereon for their use and review.
- Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown hereon with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
- This survey is a draft only. Monuments have not been set or upgraded. Monuments will be set and or upgraded prior to plat finalizing and recording.

Remove from FINAL PLAT To be removed on final plat

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.



NOTICE:
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.

SECTION: 7
TOWNSHIP: 6N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING

FOR THE STATE OF COLORADO
GREGORY R. SMITH, P.L.S.
1000 S. W. 10th Street, Suite 100, Broomfield, CO 80020
970-231-1188
www.northerneng.com

DATE: 5/24/19
SCALE: N/A
DESIGNED BY: _____
DRAWN BY: L. Smith
REVIEWED BY: _____

HANSEN SUBDIVISION

CITY OF FORT COLLINS

STATE OF COLORADO

Reviewed By
City of Fort Collins
Technical Services
Of 7 Sheets

WEM 6/18/19

DRAFT

5-24-19