

CITY COUNCIL RESOLUTION

INDIGO TRAILS DEVELOPMENT AGREEMENT AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THE FIRST (1ST) AMENDMENT TO THE INDIGO TRAILS DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE SAID FIRST AMENDMENT ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO UNDERTAKE SUCH TASKS AND EXECUTE SUCH DOCUMENTS AS MAY BE REQUIRED TO IMPLEMENT AND ENFORCE THE PROVISIONS OF SAID FIRST AMENDMENT; AND SETTING FORTH OTHER DETAILS RELATED THERETO.

RESOLUTION No. 2015-50

WHEREAS, the Applicant, RH Indigo Trails, LLLP, DBA Indigo Trails LLLP (the “Applicant”), is requesting approval of an Amendment to the Indigo Trails Development Agreement (the “Development Agreement Amendment”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Applicant has submitted a Plat Amendment, known as Indigo Trails Filing No. 1 Amendment No. 1, attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the Indigo Trails Development Agreement was originally approved on December 19, 2000 and recorded on March 23, 2001 in Adams County, Reception No. C0776735, by and between the City of Brighton (the “City”) and Robert Hunt and RH III Ltd., LLP, a Colorado limited liability partnership, the Agreement was thereafter subsequently amended, this being the First Amendment;

WHEREAS, RH Indigo Trails, LLLP, DBA Indigo Trails LLLP, (the “Developer”) is the successor in interest and in title to Robert Hunt and RH III Ltd., LLP, and is, in all respects and for all purposes, the Developer under the Agreement, as amended, subject to any future assignment of Developer’s interests and obligations under this Agreement; and

WHEREAS, this First Amendment relates to the Indigo Trails Subdivision (“Indigo Trails”), which was originally approved on December 19, 2000 by the Brighton City Council, and the Final Plat thereof recorded on March 23, 2001 in Adams County, at Reception No. C0776735; and

WHEREAS, this First Amendment relates specifically to the phasing, construction and payment for certain specific public improvements of the Subdivision, including: Honeysuckle Court, Red Clover Court, Trefoil Way, Trefoil Circle and associated water, storm water and sanitary sewer improvements, for the remaining, unimproved real property in Phase 3 within the Subdivision, described as follows (the “Property”):

Replat of:
Lots 1-9, Block 20
Lots 6-8, Block 22
Lots 1-7, and 11-17, Block 23
Lots 1-6, and 11-12, Block 24
Lot 6, Block 25 and
Tracts S & T

And Renaming To:
Lots 1-23, Block 1
Lots 1-3, Block 2
Lots 1-9, Block 3
County of Adams,
State of Colorado;

WHEREAS, according to Section 17-40-210 of the *Land Use and Development Code*, the Plat Amendment would be considered a Minor Subdivision, which may be processed administratively; however, according to 17-40-220 of the *Land Use and Development Code*, the Development Agreement Amendment must be approved by City Council; and

WHEREAS, the Applicant has executed an Amendment to the Development Agreement for the Property; and

WHEREAS, the City Council of the City of Brighton, Colorado finds and declares that a Notice of Public Hearing is not required for a Development Agreement Amendment, according to the *Land Use and Development Code, Subdivision Regulations*; and

WHEREAS, the provisions of the Indigo Trails, Amendment No. 1 Development Agreement comply with the City of Brighton *Comprehensive Plan*; and

WHEREAS, the provisions of the Indigo Trails Development Agreement Amendment are reasonable and are not detrimental to the future development of the area or to the health, safety, or welfare of the inhabitants of the City.

NOW THEREFORE, be it Resolved by the City of Brighton City Council as follows:

Section 1. The Indigo Trails Development Agreement Amendment #1 (attached as **Exhibit A**) is hereby approved.

RESOLVED, this 19th Day of May 2015.

CITY OF BRIGHTON, COLORADO

Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

Exhibit A

Development Agreement Amendment

(Follows on the next six (6) pages)

**FIRST AMENDMENT
TO THE
INDIGO TRAILS DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE INDIGO TRAILS DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2015, by and between **RH INDIGO TRAILS, LLLP d/b/a INDIGO TRAILS, LLLP**, a Colorado limited liability limited partnership (“Developer”), and **THE CITY OF BRIGHTON**, a Colorado home rule municipality (“City”).

WITNESSETH:

WHEREAS, Developer and City previously entered into that certain Development Agreement dated December 19, 2000 recorded in Adams County, Colorado on March 23, 2001 at Reception Number C0776735 (the “Agreement”), which Agreement affects that certain real property located in the City of Brighton, Adams County, Colorado, comprising approximately 132 acres, more or less, and generally known as “Indigo Trails,” located north of East 144th Avenue, east of Chambers Road, south of the 148th Avenue alignment and west of the South 19th Avenue alignment, and more particularly described in the Agreement (“Indigo Trails”); and

WHEREAS, pursuant to the Agreement and the approved Final Plat for Indigo Trails, the subdivision was and is defined by six (6) discrete (although related) phases of construction and development, known and referred to as Indigo Trails Phases I, II, III, IV, V and VI; and

WHEREAS, by that certain Assignment and Assumption Agreement dated May 31, 2001 and recorded in Adams County on June 6, 2001 at Reception No. C0810470, Developer assigned to Morrison Homes of Colorado, Inc., a Colorado corporation, certain of Developer’s rights and obligations under the Agreement, associated with Phase I of Indigo Trails; and

WHEREAS, by that certain other Assignment and Assumption Agreement dated April 25, 2002 and recorded in Adams County on April 29, 2002 at Reception No. CO961749, Developer assigned to Morrison Homes of Colorado, Inc., a Colorado corporation, certain of Developer’s rights and obligations under the Agreement, associated with Phase II of Indigo Trails; and

WHEREAS, in connection with this First Amendment, and by that certain other Assignment and Assumption Agreement dated _____, 2015 and recorded in Adams County on _____ 2015 at Reception No. _____, Developer assigned (or intends to assign) to Meritage Homes of Colorado, Inc., an Arizona corporation, certain of Developer’s rights and obligations under the Agreement associated with Phase III of Indigo Trails; and

WHEREAS, Developer remains obligated under the Development Agreement generally, and specifically for Phases IV, V and VI, except to the extent that Developer’s obligations for Phases I, II and III have been expressly transferred and assigned, and accepted and assumed by Developer’s Assignee(s), pursuant to the above-referenced Assignment and Assumption Agreements; and

WHEREAS, in connection with the proposed assignment of Developer’s obligations for Phase III, Developer has also submitted that certain proposed amendment to the approved Final

Plat for Indigo Trails, known as “Indigo Trails Filing No. 1, Amendment No. 1,” a copy of which is attached hereto and incorporated by reference (the “Amended Plat”).

NOW, THEREFORE, in consideration of the promises and covenants of the Agreement and this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to Amend Development Agreement. The Parties to the Agreement desire and intend to modify and amend certain specific provisions of the Agreement, according to the terms and provisions of this First Amendment. The Agreement remains valid and in full force and effect, and is modified only as provided herein and not otherwise. From and after the date of this First Amendment, the “Agreement” means the Agreement together with this First Amendment, and the Developer shall fully and faithfully perform the Agreement according to its terms.

2. Amended Plat; Phase III. A copy of the Amended Plat is attached and incorporated into the Agreement by this reference. The Amended Plat affects a portion of Phase III, described as Lots 1 through 9, Block 20; Lots 6 through 8, Block 22; Lots 1 through 7, and Lots 11 through 17, Block 23; Lots 1 through 6, and Lots 11 and 12, Block 24; Lot 6, Block 25; Tracts S and T; Red Clover Way; and Trefoil Court – all being a part of Indigo Trails, Filing No. 1, Adams County, Colorado. The real property comprising all of Phase III is more particularly described in attached **Exhibit A**, incorporated by this reference.

3. Phase III Public Improvements. Pursuant to the Agreement the Developer shall at its expense design and construct all public improvements reflected in or contemplated by the Amended Plat, all public improvements referenced in this First Amendment, all public improvements in Phase III (and required or needed to serve Phase III), and all improvements and appurtenances related to the foregoing, all according to the terms of the Agreement, including:

a. Trefoil Court shall be renamed Trefoil Way and shall be constructed as a through street. Developer shall at its expense design and construct Trefoil Way, Trefoil Circle, and all related public improvements to completion, according to all provisions of the Agreement, including but not limited to any approved phasing plan and the City’s Public Works Standards & Specifications. Developer shall construct hammer-head turn-around improvements at the northern terminus of Trefoil Way (as depicted in the Amended Plat) as a temporary condition, until such time as the City requires through-connection to the proposed subdivision to the north (currently known as “Bromley Farms”). At the time of such through-connection, the temporary hammer-head improvements shall be removed at Developer’s expense including the re-grading, restoration, repair, re-vegetation and re-seeding of all lands disturbed by construction or removal of the hammer-head improvements.

b. Red Clover Way shall be constructed as a cul-de-sac and shall be renamed Red Clover Court. Developer shall at its expense design and construct Red Clover Court and all related public improvements to completion, according to all provisions of the Agreement, including but not limited to any approved phasing plan and the City’s Public Works Standards & Specifications.

c. Honeysuckle Court shall be constructed as depicted in the Amended Plat. Developer shall at its expense design and construct Honeysuckle Court and all related public

improvements to completion, according to all provisions of the Agreement, including but not limited to any approved phasing plan and the City's Public Works Standards & Specifications.

c. Certain Lot lines and utility easement boundaries are modified and relocated by the Amended Plat, for the purpose of accommodating revised utility locations, proposed architectural and building plans, and the public improvements referenced above.

d. Tract S and Tract T are deleted by the Amended Plat, and the lands formerly comprising Tracts S and T are incorporated into the modified Lots, easement boundaries, and other areas reflected in the Amended Plat.

e. The Developer shall at its expense design (and re-design to the extent required by the Amended Plat), and construct all necessary water, sanitary sewer, storm drainage and related infrastructure associated with the development of Phase III and as otherwise required by the Agreement.

4. Estimated Construction Costs. The Developer shall at its expense supply for the City's review and approval, updated and current estimated costs for all engineering, design and construction of all public improvements required for Phase III and all related public improvements required by the Agreement, to be included in an updated **Exhibit B** to be attached and incorporated herein by reference, prior to the City's final approval of the Amended Plat or this First Amendment, and prior to any permits being issued by the City for Phase III.

5. Indian Paintbrush Drive Connection. The City acknowledges that the Developer previously advanced certain funds to engineer, design and construct Indian Paintbrush Drive according to the terms of the Agreement. Since then, the Parties acknowledge that a portion of the City's "South Outfall" storm drainage infrastructure was constructed in certain areas originally planned for the Indian Paintbrush Drive alignment. The Developer's previously advanced funds shall be used to remove the Trefoil Way hammer-head improvements, to restore all lands affected thereby, and to contribute to constructing the Trefoil Way connection to Indian Paintbrush Drive. To the extent that any advanced funds remain thereafter, such funds may be credited for use within Phases IV, V or VI of Indigo Trails. The hammer-head improvements shall be removed (and the affected lands restored) when the "Bromley Farms" property to the north develops, and the City requires Trefoil Way to be connected to Indian Paintbrush Drive. The City shall cause the Trefoil Way connection to Indian Paintbrush Drive to be constructed by the party responsible for developing "Bromley Farms" to the north of Indigo Trails.

6. Phase III Lots; Homeowner's Association. The Parties acknowledge that the real property comprising Indigo Trails, including all of Phase III, is subject to the terms and provisions of that certain "Declaration of Covenants, Conditions and Restrictions of Indigo Trails" dated May 21, 2002 and recorded in Adams County on May 23, 2002 at Reception No C0973712 (the "Declaration"). The Developer warrants and represents that all Lots within Phase III are subject to the Declaration and as such, that such Lots shall be and become part of the existing homeowner's association for Indigo Trails according to the terms of the Declaration.

7. Model Homes; Honeysuckle Court Lots. The City acknowledges that the Developer may desire to apply for permission to construct certain model homes in Phase III, prior to the Developer's full completion of all public improvements required by the Agreement. The City is willing to entertain applications for three (3) building permits for certain specific Lots located on Honeysuckle Court (specifically: Lots 1, 2 and 3, Block 25); provided that the Developer must

CITY OF BRIGHTON, COLORADO

By: Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

EXHIBIT A
LEGAL DESCRIPTION
INDIGO TRAILS PHASE III

Lots 5, 6, and 7, Block 15
Lots 1 – 10, inclusive, Block 18
Lots 1 – 5, inclusive, Block 22
Lots 8 – 10, inclusive, Block 23
Lots 7 – 10, inclusive, Block 24
Lots 1 – 5, inclusive, Block 25
Tract R,

Indigo Trails Filing No. 1,
City of Brighton,
County of Adams,
State of Colorado

AND

Lots 1 – 23, inclusive, Block 1
Lots 1 - 3, inclusive, Block 2
Lots 1 – 9, inclusive, Block 3

Indigo Trails Filing No. 1, Amendment No. 1
City of Brighton,
County of Adams,
State of Colorado

Exhibit B

Estimate of Development Cost

(Follows on the next two (2) pages)

Peak Civil Consultants

Estimate of Development Cost

EXHIBIT B

Project: **Indigo Trails Phase 3**
 Client: **Indigo Trails, LLLP**
 Description: **Brighton, Colorado**

Prepared by: **RF**
 Date: **December 1, 2014**
 Job Number: **14.53**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Comments</u>
Section I: Streets					
Streets (Local Section)					
Mobilization	2	EA	\$8,000.00	\$16,000.00	
Subgrade Preparation	10,792	SY	\$2.50	\$26,980.00	under all hard surface except sidewalks
Curb & Gutter	5,482	LF	\$14.80	\$81,133.60	3' mountable curbing
Cut & Backfill	5,482	LF	\$2.00	\$10,964.00	
Asphalt	10,777	SY	\$20.40	\$219,850.80	6" asphalt depth.
Sidewalk	6,257	LF	\$19.00	\$118,663.00	4' wide 6" thick detached sidewalk
Sidewalk	820	LF	\$47.50	\$38,950.00	10' wide 6" thick detached sidewalk
Curb Return w/HC Ramp	14	EA	\$1,450.00	\$20,300.00	
Curb Return	14	EA	\$1,000.00	\$14,000.00	
Crosspan	910	SF	\$9.50	\$8,645.00	8' wide
Adjust Valve Boxes	9	EA	\$300.00	\$2,700.00	
Raise Manhole Rims	11	EA	\$450.00	\$4,950.00	
Remove/Haul-Off Existing Curb & Gutter	300	LF	\$9.00	\$2,700.00	Along Wildflower Drive
Rotomilling (6' wide)	160	SY	\$18.75	\$3,000.00	
2" Overlay	160	SY	\$8.40	\$1,344.00	
Local Street Subtotal				\$570,400.40	
Streets (Temporary Connection/Fire Access)					
Subgrade Preparation	1,062	SY	\$2.50	\$2,655.00	under all hard surface
Asphalt	1,062	SY	\$20.40	\$21,664.80	6" asphalt depth.
Temporary Connection Subtotal				\$24,319.80	
Streets Total				\$594,720.20	

Section II: Utilities

Storm Sewer					
5' Type R Inlet	2	EA	\$5,000.00	\$10,000.00	
Storm Manholes	3	EA	\$4,500.00	\$13,500.00	
18" RCP Storm Sewer	242	LF	\$50.00	\$12,100.00	
24" RCP Storm Sewer	524	LF	\$60.00	\$31,440.00	
24" F.E.S.	1	EA	\$1,200.00	\$1,200.00	
Outlet Riprap	1.8	CY	\$100.00	\$177.78	
Storm Sewer Total				\$68,417.78	

Peak Civil Consultants

Estimate of Development Cost

EXHIBIT B

Project: **Indigo Trails Phase 3**
 Client: **Indigo Trails, LLLP**
 Description: **Brighton, Colorado**

Prepared by: **RF**
 Date: **December 1, 2014**
 Job Number: **14.53**

	Quantity	Unit	Unit Cost	Total Cost	Comments
Water					
12" PVC	731	LF	\$55.00	\$40,205.00	
12" Bends	1	EA	\$500.00	\$500.00	
12"x8" Tee	1	EA	\$650.00	\$650.00	
12"x6" Tee	1	EA	\$650.00	\$650.00	
12" Plug w/Blowoff	2	EA	\$1,600.00	\$3,200.00	
Remove 12" Plug	1	EA	\$1,500.00	\$1,500.00	
8" PVC	2,310	LF	\$40.00	\$92,400.00	
8" Tees	2	EA	\$500.00	\$1,000.00	
8" Bends	4	EA	\$350.00	\$1,400.00	
8" Gate Valves	5	EA	\$1,700.00	\$8,500.00	
8" plug w/Blowoff	3	EA	\$1,500.00	\$4,500.00	
Fire Hydrant Assemblies	4	EA	\$6,500.00	\$26,000.00	
Remove Plug - Connect to Existing 8"	4	EA	\$1,200.00	\$4,800.00	
Water Services	65	EA	\$1,800.00	\$117,000.00	Type M Riprap
Clear Water Testing	3,041	LF	\$3.00	\$9,123.00	
				\$311,428.00	
Water Total					
\$311,428.00					
Sanitary Sewer					
Mobilization	1	EA	\$10,000.00	\$10,000.00	
8" PVC	3,095	LF	\$45.00	\$139,275.00	
Manholes	14	EA	\$3,500.00	\$49,000.00	
Sewer Services	65	EA	\$2,000.00	\$130,000.00	
Connect to Existing	5	EA	\$500.00	\$2,500.00	
Air Test	3,095	LF	\$3.00	\$9,285.00	
				\$340,080.00	
Sanitary Sewer Total					
\$340,080.00					
Section III: Miscellaneous					
R.O.W. Landscaping	12,600	SF	\$3.00	\$37,800.00	Includes Landscape Architect Fees
				\$37,800.00	
Landscaping Total					
\$37,800.00					
Total On-Site Improvements				\$1,352,425.98	
15% Contingency per Development Agreement				\$202,863.90	
Total Improvement Guarantee @ 115%				\$1,555,289.87	

Exhibit C

Plat Amendment

(Follows on the next four (4) pages)

INDIGO TRAILS FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF LOTS 1-9, BLOCK 20, LOTS 6-8, BLOCK 22,
 LOTS 1-7 & 11-17, BLOCK 23, LOTS 1-6 & 11-12, BLOCK 24,
 LOT 6, BLOCK 25, TRACTS S & T, RED CLOVER WAY & TREFOIL COURT, INDIGO TRAILS FILING NO. 1,
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH, P.M.,
 CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 1 OF 4

LEGAL DESCRIPTION:

PARCELS A LOTS 6 THROUGH 8, BLOCK 22, LOTS 1 THROUGH 7 & 11 THROUGH 17, BLOCK 23, LOTS 1 THROUGH 6 & 11 THROUGH 17, BLOCK 24, LOT 6, BLOCK 25, TRACTS S & T, RED CLOVER WAY & TREFOIL COURT, INDIGO TRAILS FILING NO. 1, REVISION NO. 00797348, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH, P.M., CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO.

DEDICATION & ACKNOWLEDGEMENT:

KNOW ALL MEN BY THESE PRESENTS THAT THE undersigned, being the owners of LOTS 1 THROUGH 9, BLOCK 20, LOTS 6 THROUGH 8, BLOCK 22, LOTS 1 THROUGH 7 & 11 THROUGH 17, BLOCK 23, LOTS 1 THROUGH 6 & 11 THROUGH 17, BLOCK 24, LOT 6, BLOCK 25, TRACTS S & T, RED CLOVER WAY & TREFOIL COURT, INDIGO TRAILS FILING NO. 1, REVISION NO. 00797348, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH, P.M., CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO HAVE LAID OUT AND PLACED THE SAME AS SHOWN ON THE PLAT UNDER THE NAME AND STYLE OF INDIGO TRAILS FILING NO. 1, AMENDMENT NO. 1, AND DO HEREBY RESOLVE THE RIGHT OF ANY INTERESTER IN SAID ADDRESS TO THE PLAT AND TO THE CREDITORS, AGENTS, AND LANDS HEREIN SHOWN AND DEDICATED.

EXECUTED THIS _____ DAY OF _____ 20____ A.D.
 IN BRIGHTON, COLORADO, WUP DEKA INDEGO TRAILS, L.P., A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

BY: MICHAEL A. RICHARDSON, GENERAL PARTNER
 STATE OF COLORADO }
 COUNTY OF ADAMS } SS

THE FOREGOING PLAT AND DEDICATION WAS APPROVED, BEFORE ME, THIS _____ DAY OF _____ A.D., BY MICHAEL A. RICHARDSON, GENERAL PARTNER OF INDIGO TRAILS, L.P., DEKA INDEGO TRAILS, L.P., A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

COMMUNITY DEVELOPMENT DIRECTOR:

THIS IS TO CERTIFY THAT THE PLAT AMENDMENT WAS ACCEPTED AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF BRIGHTON ON THE _____ DAY OF _____ 2014 IN ACCORDANCE WITH SECTION 17-10-302, PLAT AMENDMENT OF THE BRIGHTON MUNICIPAL CODE.

COMMUNITY DEVELOPMENT DIRECTOR:

CLERK AND RECORDER'S CERTIFICATE:
 THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK ON _____ DAY OF _____ 2014.

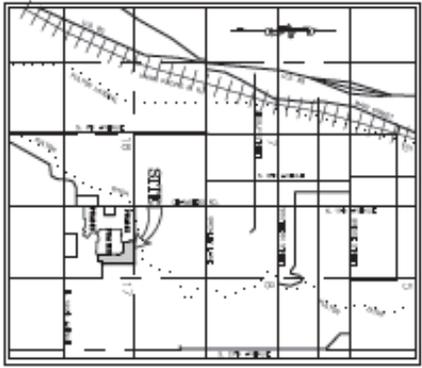
COUNTY CLERK & RECORDER: _____

IDENTITY: _____

FILE NO.: _____

MAP NO.: _____

SECTION NO.: _____



SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	NOTES, LINE & CURVE TABLES
3	PARCEL A FINAL PLAT
4	PARCEL B FINAL PLAT

TITLE COMPANY'S CERTIFICATE:

I, _____, REPRESENTING LAND TITLE GUARANTEE COMPANY, CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE FOREGOING LAND DEDICATED TO THE CITY OF BRIGHTON, COLORADO AND THAT THE INTERESTS EXERCISING THE DEDICATION ARE THE OWNERS OF SAID INTERESTS AND THAT THE INTERESTS ARE SHOWN AS OWNERS ON THIS PLAT AND THOSE SHOWN ON SCHEDULE B-2 OF DOCUMENT NO. APPROXIMATELY _____.

NAME: _____
 TITLE: _____
 EXECUTED THIS _____ DAY OF _____ 20____ A.D.

SURVEYOR'S CERTIFICATE:

I, _____, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY CLOSE SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY Delineates THE PARCEL OF LAND.



THIS PLAT WAS PREPARED BY PEAK CONSULTANTS, INC. FOR AND ON BEHALF OF INDIGO TRAILS, L.P.

DATE: 04/18/14
 REVISED: 04/29/15
 JOB NO.: 1453



201 W. HARBOR AVE., SUITE 200
 BRIDGE PLAZA, COLORADO SPRINGS
 CO 80901
 PHONE: 719.576.3500
 FAX: 719.576.3500
 CONTRACT #17191001

INDIGO TRAILS FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF LOTS 1-9, BLOCK 20, LOTS 6-8, BLOCK 22, LOTS 1-7 & 11-17, BLOCK 23, LOTS 1-6 & 11-12, BLOCK 24, LOTS 5 & 7, RED CLOVER WAY & TREFOIL COURT, INDIGO TRAILS FILING NO. 1, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 4

GENERAL NOTES:

1. BASIS OF RECORDS IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, THE CORNERS OF WHICH ARE ASSIGNED TO BEAR N 69°40'49" E AND BEING BOUNDARY AS SHOWN HEREON.
2. EIGHT (8) FEET WIDE EASEMENTS, UNLESS OTHERWISE NOTED, ARE GRANTED, AND LOCATED ALONG ALL REAR LOT LINES FOR THE EXCLUSIVE USE OF ELECTRIC, TELEPHONE AND CABLE TELEVISION. OTHER UTILITIES SHALL HAVE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES.
3. TWELVE (12) FEET WIDE EASEMENTS, UNLESS OTHERWISE NOTED, ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THIS PLAT. THE EASEMENTS ARE FOR THE USE OF ELECTRIC, TELEPHONE, CABLE, TELEVISION, AND CABLE TELEVISION. SIDEWALKS AND NON-DRINKABLE WATER UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STRIPS IN THE SUBDIVISION. REMAINDER STRUCTURES SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
4. THE RIGHT-OF-WAY CONNECTION TO KEIAN PANTBRUSH WAS MOVED IN ORDER TO ACCOMMODATE CONSTRUCTION OF THE NEW DRAINAGE CULFALL. THE TOTAL NUMBER OF PERMITTED LOTS IS 35.
5. THE DEVELOPER AND ALL SUBSEQUENT OWNERS OF A LOT OR LOTS UNRESERVED OR UNRESERVED SHALL INCLUDE A COPY OF THE PLAT NOTES, A COPY OF THE COVENANTS AND A COPY OF THE LOT-SPECIFIC SALES INVESTIGATION AS ATTACHMENTS TO AND INCORPORATED AS PARTS OF ALL SALES CONTRACTS FOR THE PURCHASE OR SALE OF ANY LOTS LOCATED WITHIN THE PROPERTY.
6. SALES OF LOTS SHALL NOT BE ALLOWED UNTIL PUBLIC IMPROVEMENTS ARE COMPLETED BY THE DEVELOPER OR REASONABLE QUANTITIES ACCEPTABLE TO THE CITY HAVE BEEN PROVIDED BY THE DEVELOPER.
7. APPROVAL OF THE INSTRUMENT MAY CREATE A REVERSE PROPERTY RIGHT PURSUANT TO ARTICLE 26 OF THE TITLE 24, COLORADO REVENUE STATUTES, AS AMENDED.
8. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST RECEIVE NOTICE OF THE DEFECT. ANY DEFECTIVE ACTION MUST BE COMMENCED WITHIN THE PERIOD OF THREE YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
9. THE LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR OR HEREON. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE SURVEYOR'S LIABILITY IS LIMITED TO THE DESIGNATION OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
10. THE EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT SHALL SURVIVE THE DEATH OF THE SURVEYOR AND HIS ESTATE AND SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS SPECIFICALLY DESCRIBED ABOVE THAT ARE BEING REVOKED AS INDICATED THEREIN. ANY AMENDMENT NO. 1, AMENDMENT NO. 1.
11. A TEMPORARY HAUSHED FOR PEE TOWNSHIP IS LOCATED WITHIN THE 22.5 ACRES OF LAND SHOWN ON THIS PLAT. THE TEMPORARY HAUSHED FOR PEE TOWNSHIP IS LOCATED WITHIN THE 22.5 ACRES OF LAND SHOWN ON THIS PLAT. THE TEMPORARY HAUSHED FOR PEE TOWNSHIP IS LOCATED WITHIN THE 22.5 ACRES OF LAND SHOWN ON THIS PLAT. THE TEMPORARY HAUSHED FOR PEE TOWNSHIP IS LOCATED WITHIN THE 22.5 ACRES OF LAND SHOWN ON THIS PLAT. THE TEMPORARY HAUSHED FOR PEE TOWNSHIP IS LOCATED WITHIN THE 22.5 ACRES OF LAND SHOWN ON THIS PLAT.
12. REMARK: THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, 3" ALUMINUM CAP MINUDED IN RANGE BOX, T15 28039-3001 DEVIATION = 5020.15

Curve Table

Curve #	Length	Radius	Beta	Chord Bearing	Chord Length
C1	23.99'	15.00'	90°00'00"	N44°03'10"E	21.23'
C2	22.41'	15.00'	85°05'18"	N42°52'30"W	20.38'
C3	23.54'	15.00'	89°54'30"	S45°02'45"E	21.20'
C4	21.89'	15.00'	83°37'14"	S68°26'48"E	20.00'
C5	15.03'	15.00'	37°25'16"	N28°48'07"W	14.41'
C6	15.03'	15.00'	57°25'16"	S28°37'08"W	14.41'
C7	18.51'	15.00'	70°47'44"	S47°08'14"E	17.26'
C8	23.90'	15.00'	90°00'00"	S45°18'11"E	21.20'
C9	23.90'	15.00'	89°46'38"	N44°07'30"E	21.17'
C10	23.98'	15.00'	90°00'00"	S44°40'49"W	21.20'
C11	23.98'	15.00'	90°00'00"	N45°01'11"W	21.20'
C12	19.97'	15.00'	70°17'16"	S38°14'38"E	18.03'
C14	23.98'	15.00'	90°00'00"	S44°40'49"W	21.20'
C15	23.98'	15.00'	89°59'59"	S45°18'12"E	21.20'
C16	44.08'	28.00'	107°17'37"	N45°12'50"W	39.87'
C17	43.87'	28.00'	89°46'38"	S44°47'30"W	39.30'

Ute Table

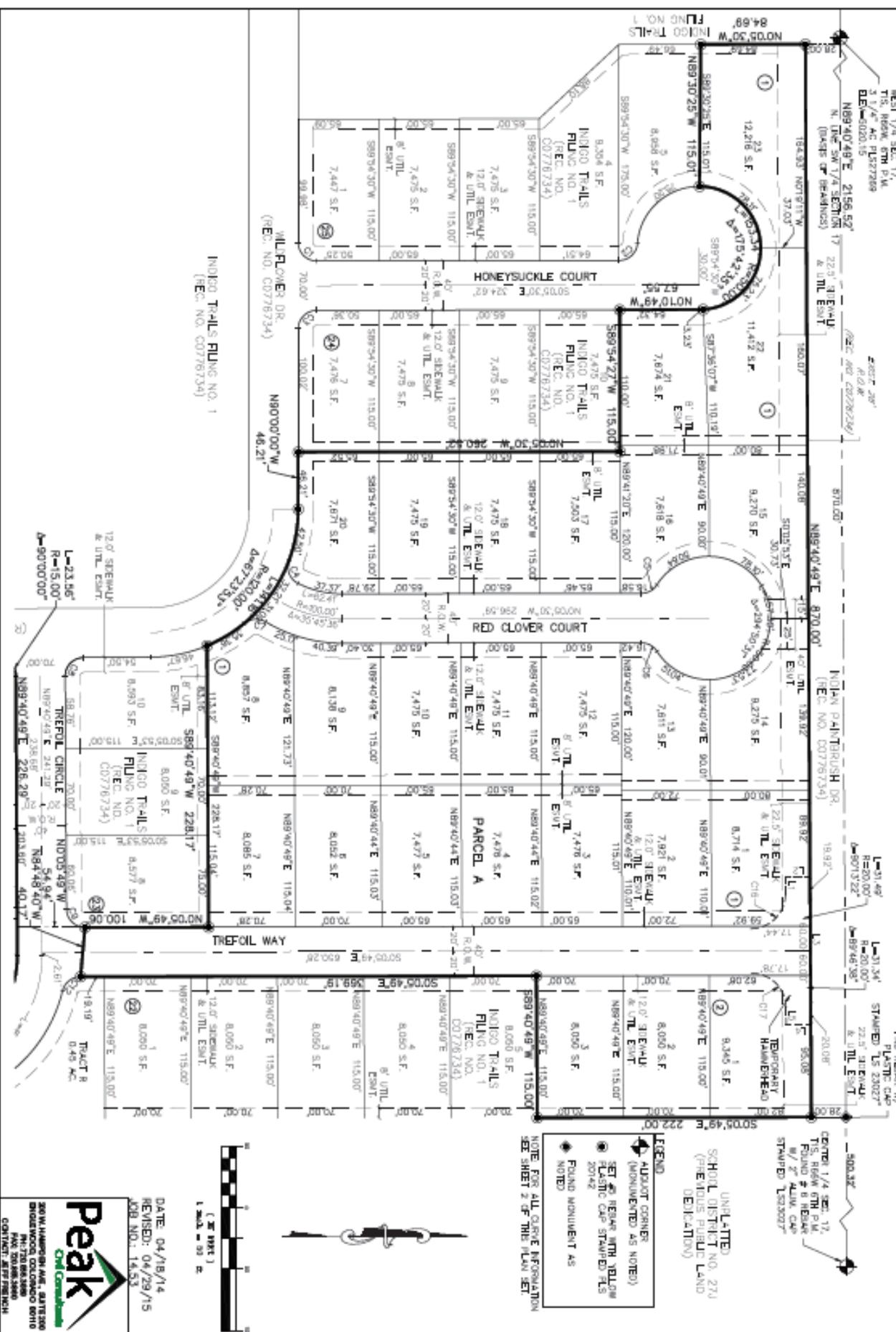
Ute Length	Bearing
L1	13.97'
L2	20.00'
L3	120.08'
L4	20.00'
L5	14.03'

DATE: 04/18/14
 REVISED: 04/29/15
 JOB NO.: 1453



INDIGO TRAILS FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF LOTS 1-9, BLOCK 20, LOTS 6-8, BLOCK 22,
 LOTS 1-7 & 11-17, BLOCK 23, LOTS 1-6 & 11-12, BLOCK 24,
 LOTS 6, BLOCK 25, TRACTS S & T, RED CLOVER WAY & TREFOL COURT, INDIGO TRAILS FILING NO. 1,
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH P.M.,
 CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 4



- LEGEND**
- ◀ ADJACENT CORNER (ANNOTATED AS NOTED)
 - SET-BACK WITH BELOW FOUND (PLASTIC CAP STAMPED PLS 2014)
 - FOUND MONUMENT AS NOTED
- NOTE: FOR ALL CLSRE INFORMATION RE: SHEET 2 OF THIS PLAN SET.

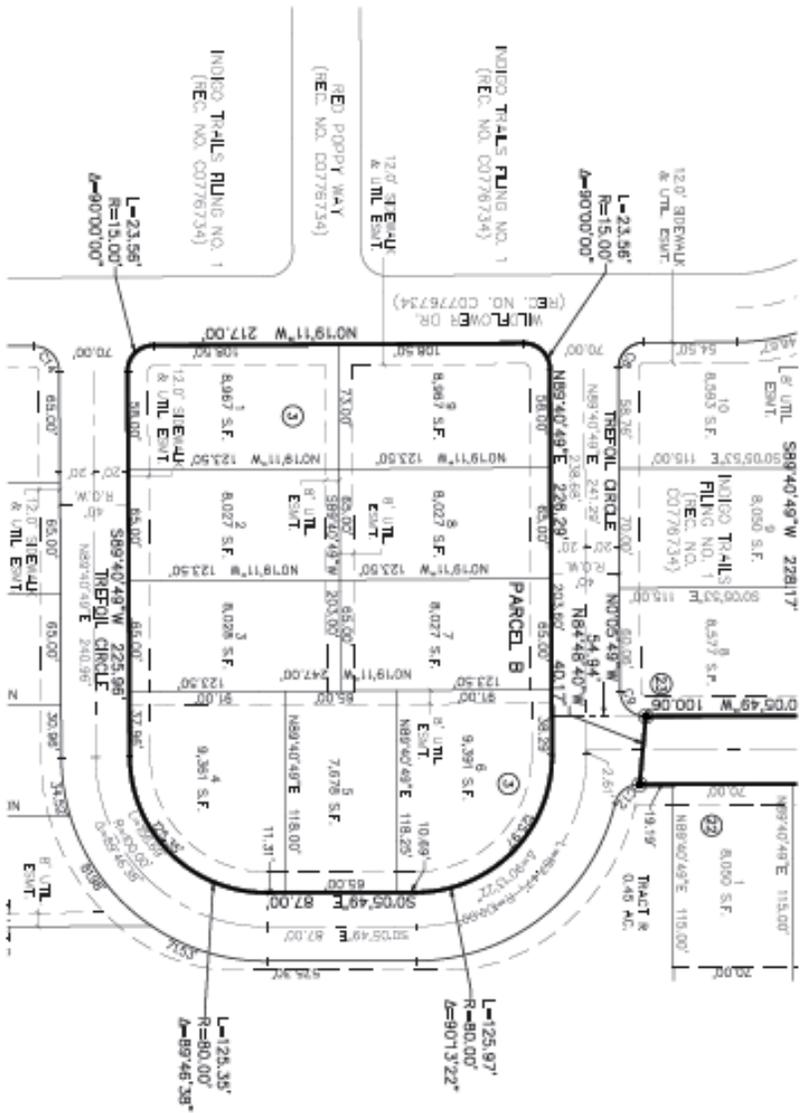
DATE: 04/18/14
 REVISED: 04/29/15
 JOB NO.: 14-53



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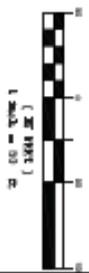
INDIGO TRAILS FILING NO. 1, AMENDMENT NO. 1

A REPLAT OF LOTS 1-9, BLOCK 20, LOTS 6-8, BLOCK 22, LOTS 1-7 & 11-17, BLOCK 23, LOTS 1-6 & 11-12, BLOCK 24, LOTS 1-6, BLOCK 25, TRACTS S & T, RED CLOVER WAY & TREFOIL COURT, INDIGO TRAILS FILING NO. 1, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 66 WEST, OF THE 6TH, P.M., CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 4



- LEGEND**
- ▲ ADJACENT CORNERS (INDICATED AS NOTED)
 - SET 4" REBAR WITH YELLOW ELASTIC CAP STAKED 1/8" 20'-42"
 - FOUND MONUMENT AS NOTED

NOTE: FOR ALL CLERE INFORMATION SET SHEET 2 OF THIS PLAN SET



DATE: 04/18/14
 REVISED: 04/29/15
 JOB NO.: 14.53



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