

# YOUNG'S CREEK REPLAT

A Replat of Tract A, D, E and F, Lots 1-4 and Vacated Roadway in Young's Creek,  
Situating In The Northwest Quarter Of Section 23, Township 7 North, Range 69 West  
Of The 6th P.M., City Of Fort Collins, County Of Larimer, State Of Colorado

## STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all men by these presents, that the undersigned owner(s) of the following described land:

A parcel of land being all the portion of a Young's Creek lying Northerly of that parcel of land conveyed to the City of Fort Collins in a deed recorded December 12, 1986 as Reception No. 86072551 of the Records of Larimer County, inclusive of the Hobbit Street Right of Way dedicated within said Young's Creek, a subdivision plat recorded April 22, 2004 as Reception No. 2004-0037611 of the Records of Larimer County, situate in the Northwest Quarter of Section Twenty-three (23), 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 contained within the boundary lines more particularly described as follows:

COMMENCING at the Northwest corner of said Young's Creek and assuming the North line of the Northwest Quarter of said Section 23 as bearing North 90°00'00" East with all bearings contained herein relative thereto;

THENCE South 00°20'00" East along the West line of said Young's Creek a distance of 21.00 feet to the Southerly Right of Way line of Prospect Road as dedicated within said Young's Creek and to the POINT OF BEGINNING;

THENCE South 90°00'00" East along said South Right of Way line of Prospect Road a distance of 122.77 feet to the Easterly line of said Young's Creek;

THENCE South 27°16'01" East a distance of 76.66 feet;

THENCE South 04°37'47" West a distance of 186.00 feet;

THENCE South 88°11'01" East a distance of 203.74 feet;

THENCE South 00°20'00" East a distance of 350.62 feet to the Southerly line of said Young's Creek;

THENCE South 90°00'00" West along said Southerly line a distance of 48.24 feet to the Southeast corner of a parcel conveyed to the City of Fort Collins in a deed recorded December 12, 1986 as Reception No. 86072551 of the Records of Larimer County and to the beginning point of a curve, non-tangent to this course;

The next Three (3) courses are along the Northerly lines of said parcel conveyed to the City of Fort Collins in the deed recorded as Reception No. 86072551:

THENCE along the arc of a concave to the Southwest a distance of 266.32 feet, said curve has a radius of 285.00 feet, a Delta of 5°33'29" and is subtended by a Chord bearing North 43°33'44" West a distance of 256.74 feet to a Point of Tangency;

THENCE North 70°19'58" West a distance of 57.50 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 68.27 feet, said curve has a radius of 195.37 feet, a Delta of 19°51'05" and is subtended by a Chord bearing North 80°17'31" West a distance of 67.92 feet to the West line of said Young's Creek;

THENCE North 00°20'00" West along the West line of said Young's Creek a distance of 393.77 feet to the POINT OF BEGINNING;

Said parcel contains 2.601 acres, more or less (±).

## TOGETHER WITH

Tract D and Tract E of Young's Creek, a subdivision plat recorded April 22, 2004 as Reception No. 2004-0037611 of the Records of Larimer County, situate in the Northwest Quarter of Section Twenty-three (23), 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 all that portion of Hobbit Street, dedicated within and being within said Young's Creek, lying Southerly of a parcel conveyed to the City of Fort Collins in a deed recorded December 12, 1986 as Reception No. 86072551 of the Records of Larimer County, all situate in the Northwest Quarter of Section 23, Township 7 North, Range 69 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, the three parcels of land together being contained within the boundary lines more particularly described as follows:

BEGINNING at the Southwest Corner of said Young's Creek and considering the North line of the Northwest Quarter of said Section 23 as bearing North 90°00'00" East with all bearings contained herein relative thereto;

THENCE North 00°20'00" West along the West line of said Young's Creek a distance of 126.84 feet to the Southerly line of a parcel conveyed to the City of Fort Collins in a deed recorded December 12, 1986 as Reception No. 86072551 of the Records of Larimer County and to the beginning point of a curve,

non-tangent to this course;

The next Three (3) courses are along the Southerly lines of said parcel conveyed to the City of Fort Collins in the deed recorded as Reception No. 86072551:

THENCE along said South line and along the arc of a curve concave to the Southwest a distance of 36.85 feet, said curve has a radius of 106.37 feet, a Delta of 19°51'05", and is subtended by a Chord bearing South 80°15'30" East a distance of 36.87 feet to a Point of Tangency;

THENCE South 70°19'58" East a distance of 57.50 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 154.36 feet, said curve has a Radius of 195.00 feet, a Delta of 45°21'17" and is subtended by a Chord bearing South 47°39'20" East a distance of 150.36 feet to the South line of said Young's Creek;

THENCE South 90°00'00" West along the South line of said Young's Creek a distance of 200.68 feet to the POINT OF BEGINNING.

Said described parcel of land contains 0.405 acre, more or less (±).

(which above described parcels in total contains 3.006 acres, more or less)

for themselves and their successors in interest Amshel Corporation 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 **1** (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.

**OWNER:**  
Amshel Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARIAL CERTIFICATE**  
STATE OF \_\_\_\_\_ )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )  
The foregoing instrument was acknowledged before me 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, requirements and environmental regulations 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 unrepaid 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.

## 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

## 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 Policy Number 1101-1841654, dated March 29, 2012 as prepared by First American Title Insurance Company to delineate the aforesaid information.

## 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. (13-80-105 C.R.S.)

## BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

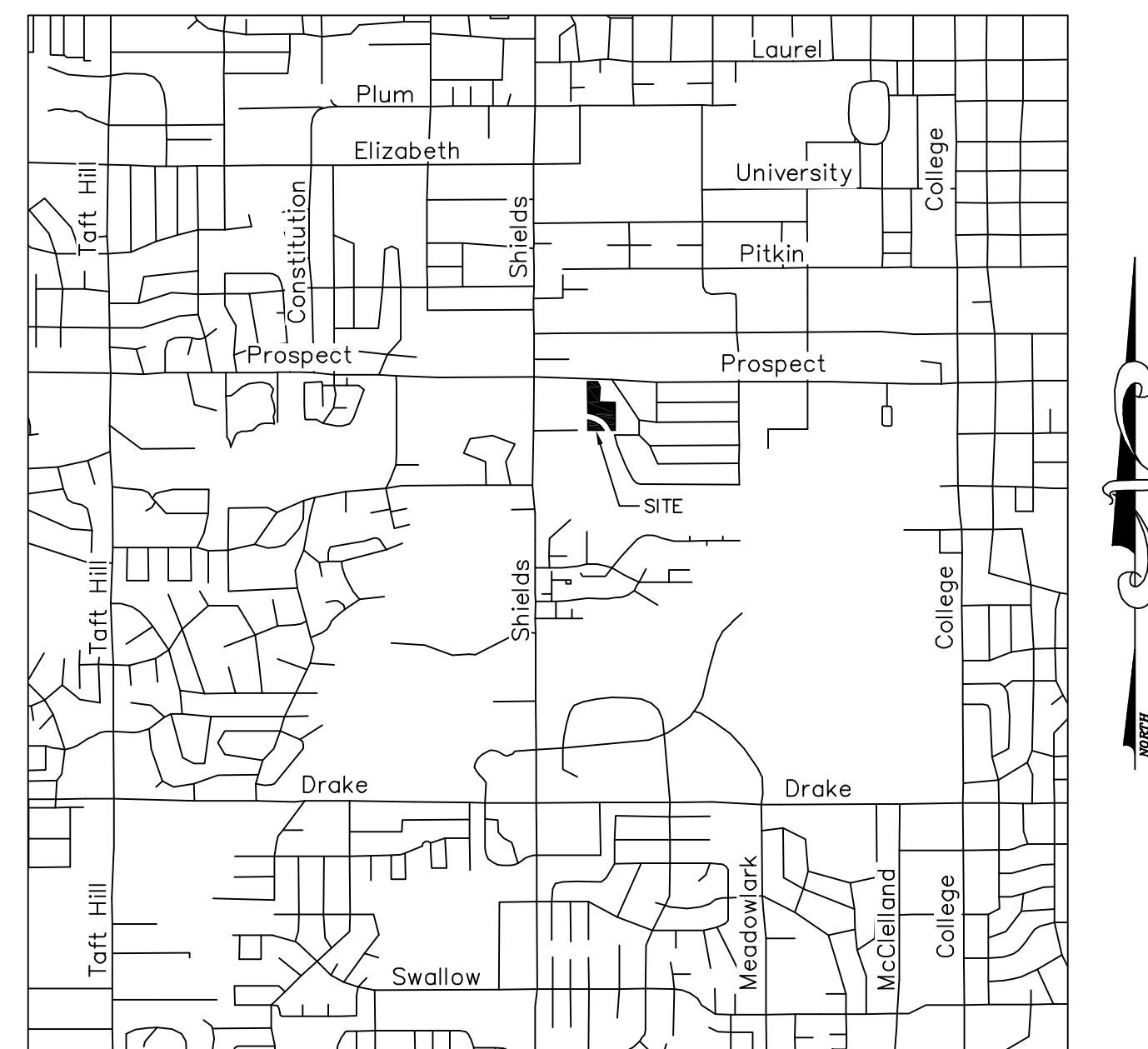
Assuming the North line of the Northwest Quarter of Section 23, T.7N., R.69W. as bearing North 90°00'00" East with all bearings contained herein relative thereto

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

## 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)

LINE	BEARING	LENGTH
L1	S27°16'01"E	76.66'
L2	N90°00'00"W	48.24'
L3	N70°19'58"W	57.50'
L4	S70°19'58"E	57.50'
L5	N00°20'00"W	30.00'
L6	N00°20'00"W	21.00'
L7	S45°00'00"E	13.34'
L8	S00°00'00"E	121.98'
L9	N90°00'00"E	11.38'
L10	S00°00'00"E	34.00'
L11	N90°00'00"W	13.36'
L12	N00°00'00"E	14.00'
L13	N90°00'00"W	19.42'
L14	N00°00'00"E	10.63'
L15	N90°00'00"W	78.45'
L16	N00°00'00"E	10.00'
L17	N90°00'00"E	12.85'
L18	N90°00'00"E	83.69'
L19	N90°00'00"W	74.49'
L20	N45°26'44"W	4.77'

LINE	BEARING	LENGTH
L21	N90°00'00"W	127.12'
L22	N00°00'00"E	104.35'
L23	S89°21'56"W	10.76'
L24	N00°20'00"W	30.00'
L25	N89°21'56"E	16.18'
L26	N00°20'00"W	8.00'
L27	N89°21'56"E	13.00'
L28	S00°38'04"E	8.00'
L29	N89°21'56"E	14.80'
L30	S45°26'44"E	9.02'
L31	N44°33'16"E	15.00'
L32	S45°26'44"E	10.00'
L33	S44°33'16"W	15.00'
L34	S45°26'44"E	92.89'
L35	N44°33'16"E	23.69'
L36	S45°26'44"E	30.41'
L37	S00°00'00"E	25.75'
L38	N90°00'00"E	47.20'
L39	N00°00'00"E	86.49'
L40	S00°00'00"E	63.92'

LINE	BEARING	LENGTH
L41	N90°00'00"E	36.57'
L42	S00°00'00"E	38.41'
L43	S44°33'16"W	10.06'
L44	N45°26'44"W	76.51'
L45	N00°00'00"E	16.90'
L46	N60°39'10"E	31.22'
L47	S40°56'29"W	22.22'

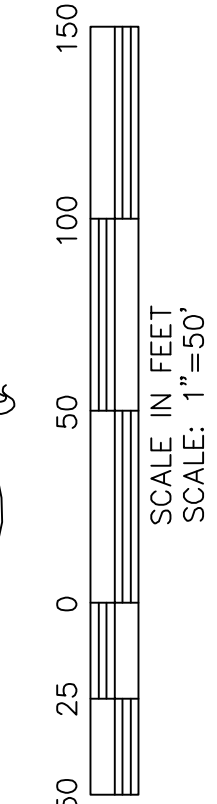
CURVE	CURVE TABLE				
	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	266.32'	285.00'	53°32'29"	256.74'	N43°33'44"W
C2	68.27'	196.37'	19°55'07"	67.92'	N80°17'31"W
C3	36.85'	106.37'	19°51'05"	36.67'	S80°15'30"E
C4	154.36'	195.00'	45°21'17"	150.36'	S47°39'20"E
C5	36.72'	44.53'	47°14'51"	35.69'	S63°34'39"W
C6	71.23'	74.00'	55°09'00"	68.51'	N63°31'08"E
C7	64.21'	70.53'	52°09'53"	62.02'	N62°01'40"E
C8	46.78'	22.81'	117°30'13"	39.00'	N90°00'00"E
C9	45.45'	100.00'	26°02'34"	45.06'	S59°56'05"W
C10	39.27'	25.00'	90°00'00"	35.36'	S45°00'00"E

## NOTE REGARDING HOBBIT STREET RIGHT OF WAY:

It is the intent that concurrent with final recordation of this replat, that a separate document be recorded that vacates the portions of Hobbit Street within the confines of this replat boundaries.

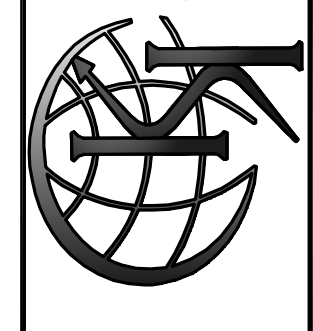
## LEGEND

- EASEMENT
- - - SECTION LINE
- RIGHT-OF-WAY
- - - PROPERTY LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- ◆ FOUND #4 REBAR WITH ORANGE PLASTIC CAP LS 37899
- SET 24" OF #4 REBAR WITH A GREEN PLASTIC CAP STAMPED KSI, LS 34995
- CALCULATED POSITION



DATE:	11/14/2012
FILE NAME:	2012606SUB
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	SAL

**KING SURVEYORS, INC.**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821



DATE:	
REVISIONS:	
CDN#2594A-008	

**YOUNG'S CREEK REPLAT**  
FOR  
**SUMMIT MANAGEMENT SERVICES, LLC**  
730 W. MARKET STREET  
AKRON, OH 44303

PROJECT #:  
**2012606**

**1**