

# RIVER DISTRICT BLOCK EIGHT MIXED USE

## BEING A REPLAT OF A PORTION OF BLOCKS 8 & 9, TOWN OF FORT COLLINS, AND VACATED CHESTNUT STREET AND VACATED ALLEY LOCATED IN THE WEST HALF OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, 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 being a portion of Blocks 8 & 9, and vacated Chestnut Street and vacated Alley, Town of Fort Collins, located in the West Half of Section 12, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, more particularly described as follows:

Considering the Southeasterly line of said Block 9 as bearing South 41° 40' 49" West, and with all bearings contained herein relative thereto,

**BEGINNING** at the most Easterly corner of Block 9; thence along the Southeasterly line of said Block 9, South 41°40'49" West, 127.68 feet to the POINT OF BEGINNING; thence, South 41°40'49" West, 16.07 feet; thence departing said Southeasterly line along a curve concave to the South having a central angle of 08°53'27" with a radius of 737.32 feet, and arc length of 114.41 feet and the chord of which bears North 44°06'20" West, 114.30 feet; thence, North 48°32'37" West, 785.51 feet; thence, North 41°43'08" East, 135.50 feet; thence, South 48°30'20" East, 489.21 feet; thence, South 31°11'46" East, 427.10 feet to the POINT OF BEGINNING, contains 95,761 square feet or 2.198 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 RIVER DISTRICT BLOCK EIGHT MIXED USE (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.

### 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: 360 Linden, LLC

BY: \_\_\_\_\_  
Kurt Hoeven, Manager

STATE OF COLORADO )

)ss

COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kurt Hoeven, as Manager of 360 Linden, LLC.

Witness my hand and official seal

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DRAFT**  
5-25-16

### LIENHOLDER:

BY: \_\_\_\_\_

STATE OF COLORADO )

)ss

COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

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.

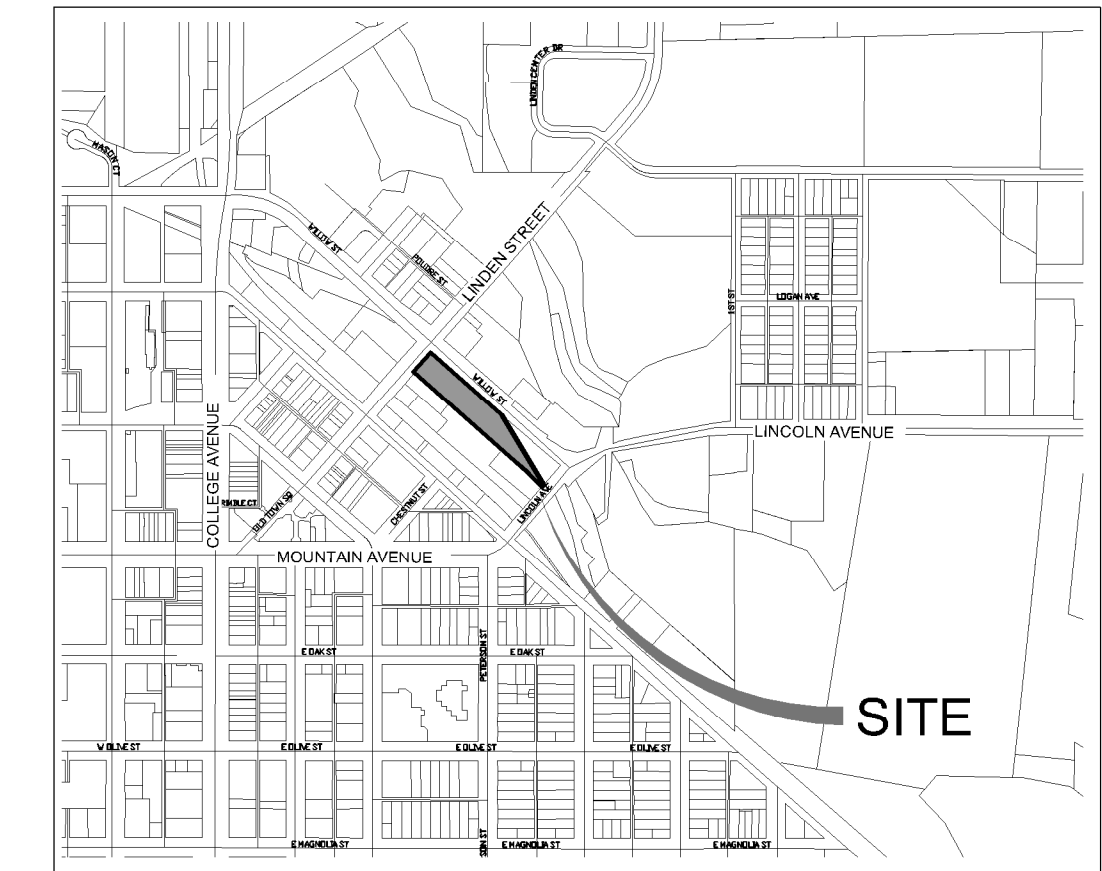
### ATTORNEY'S CERTIFICATION

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: \_\_\_\_\_

Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_



VICINITY MAP  
SCALE: 1" = 1000'

**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.

### 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 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

### 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 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.

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

### NOTES:

- 1) The Basis of Bearings is the Southeasterly line of Block 9, Town of Fort Collins, as bearing S41°40'49"W (assumed bearing) as monumented on drawing.
- 2) All information regarding easements, right-of-way or title of record, Northern Engineering relied upon File Number 01330-38902-Amended No. C5 prepared by Stewart Title Guaranty Company, dated July 28, 2014.
- 3) The lineal unit of measurement for this plat is U.S. Survey Feet.

**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: 12  
TOWNSHIP: 7 N  
RANGE: 69 W of the 6th PM

**NORTHERN ENGINEERING**  
NE  
PHONE: 970.221.4158  
www.northernengineering.com  
30 North Horne Street, Suite 100  
Fort Collins, Colorado 80521

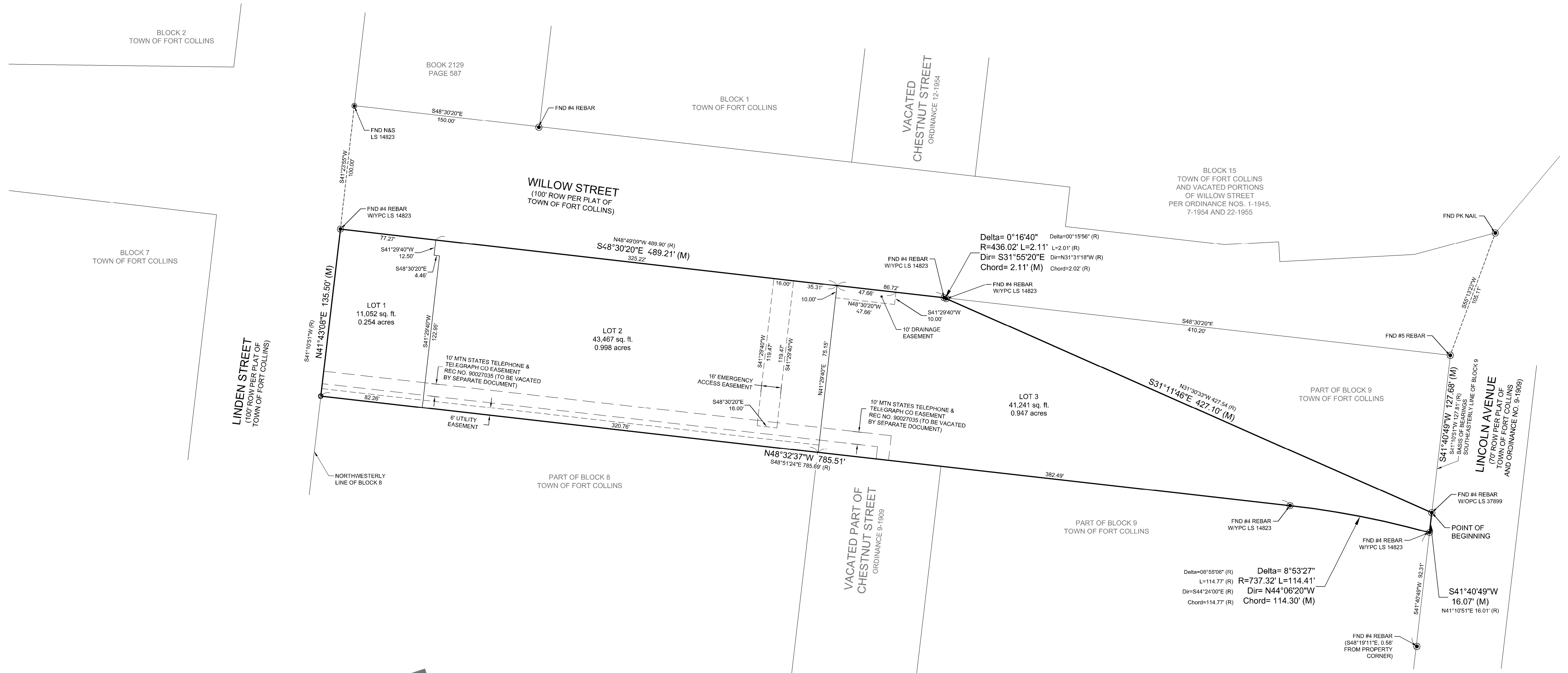
PROJECT: 838-013  
DATE: 5.25.16  
CLIENT: U.S. Smith  
SCALE: N/A  
DESIGNED BY: U.S. Smith  
REVIEWED BY: B. Tessely

CITY OF FORT COLLINS | STATE OF COLORADO  
RIVER DISTRICT  
BLOCK EIGHT MIXED USE

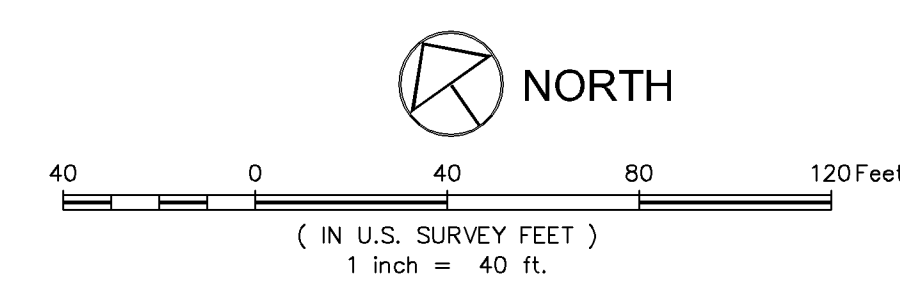
Sheet  
**1**  
Of 2 Sheets

# RIVER DISTRICT BLOCK EIGHT MIXED USE

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**DRAFT**  
5-25-16



LEGEND	
---	EASEMENT LINE
- - - -	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
○	FOUND #4 REBAR w/1" PLASTIC CAP, LS 14823
●	FOUND PROPERTY CORNER AS DESCRIBED
YPC	YELLOW PLASTIC CAP
OPC	ORANGE PLASTIC CAP
(R)	DENOTES RECORDED BEARING/DISTANCE
(M)	DENOTES MEASURED BEARING/DISTANCE

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SECTION: 12  
TOWNSHIP: 7 N  
RANGE: 69 W of the 6th PM

**NORTHERN ENGINEERING**  
30 North Horvath Street, Suite 100  
Fort Collins, Colorado 80521  
PHONE: 970.221.4158  
www.northerneng.com

PROJECT:	838-013	DATE:	5.25.16
CLIENT:	Blue Ocean	SCALE:	1" = 40'
DRAWN BY:	L. Smith	REVIEWED BY:	B. Rebarby

CITY OF FORT COLLINS | STATE OF COLORADO  
**RIVER DISTRICT  
BLOCK EIGHT MIXED USE**