MEYER SUBDIVISION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 5, 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, being owner(s) of the following described land:

(From Warranty Deed recorded March 1, 1995 as Reception No. 9748 2899)

A tract of land located in the SW1/4 of the SW1/4 of Section 5, Township 6 North, Range 68 West of the 6th P.M., more particularly described as follows:
Considering the south line of the SW1/4 of said Section 5 as bearing N89°33'00"E and with all bearings contained herein relative thereto:

Commencing at the southwest corner of said Section 5; thence along the said south line N89°33'00"E 482.39 feet to the True Point of Beginning; thence leaving said section line N00°26'00"W 500.00 feet; thence N89°33'00"E 214.57 feet; thence S00°26'00"E 500.00 feet to the south line of Section 5; thence S89°33'00"W along the said Section line 214.57 feet to the point of beginning, Larimer County, Colorado. EXCEPT the South 30 feet as ceded/quit to Larimer County by deed dated October 31, 1911 and recorded in Book 301 Page 539

. . . (which above described tract contains 2.214 acres, more or less)

Be therefore to said their successors or assigns (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 MEYER SUBDIVISION (the "Development"), subject to all easements and rights-of-way now of record or existing or reflected on this Plat. The rights and obligations of the Plat shall run with the land.

BY: ADAM MEYER

BY: LESLIE PEZZUTI

NOTARIAL CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Witness my Hand and Official Seal.

My commission expires _____

LIENHOLDERS

By _____ As _____

Witness my hand and seal this ____ day of _____, 20__.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF WELD)
The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Witness my Hand and Official Seal.

My commission expires _____

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 land are used 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 or facilities, and (2) acceptance by the City of this dedication of streets does not impose upon the City a duty to maintain streets as dedicated until such time as the provisions of the Subdivision Ordinance have been fully satisfied. The streets dedicated on this Plat are the property of the City as provided in Section 31-23-107 C.R.S. The City is given, under the Easements dedicated on this Plat, the right to install, maintain, operate, access, reconstruct, remove and replace within the Easements public improvements consistent with the intended purposes of the Easements; the right to install, maintain and use gates in any fences that cross the Easements; the right to grade the boundaries of the Easements with reasonable cut/fill slopes; and the right to prevent any other public utilities or ditch owners 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 the area improvements and the repairing any damage caused by its subdivision 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 manner reasonable to prevent erosion, 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 by the Owner's successors, of any buildings, structures, improvements, fences, retaining walls, sidewalks, trees or other landscaping (other than sod and ornamental 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, successors, 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 constructed 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 appurtenances and improvements to be within the right-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 or ordered shall be coordinated with the governing entity's engineer or representative. The Owner shall maintain said improvements in a manner free and clear of any defects in materials and workmanship, as well as defects caused by or occurring as a result of settling trenches, fills or construction. 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 claims of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, ditches, structures or buildings, the changing of courses of streams and rivers, flooding from unusual rainfall, floods, and any other unforeseen acts of an extraordinary nature. Life and all necessary liability insurance under this paragraph shall be the liability of the Owner. I further warrant that I have the right to vote or equivalent according to this Plat.

Notice of Other Documents:

All persons take notice that the Owner has executed various documents pertaining to this Development which create various rights and obligations of the Development, the Owner and/or subsequent Owners of all or portions of the Development etc, many of which obligations constitute covenants and covenants that, along with the obligations shown on 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, Tract deed Landscape Covenants, Plant 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, City of Fort Collins, Colorado this ____ day of _____, 20__.

_____
City Engineer

PLANNING APPROVAL

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

_____
City Engineer

ATTORNEY'S CERTIFICATION:

I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 2.2.8(C)(1)(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 representatives 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 submission of the Plat and other information determined by me through reasonable inquiry and is limited as authorized by Section 2.2.8(C)(1)(d) of the Land Use Code.

Attorney _____

Address _____

_____

Registration No. _____

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION:

Assuming the South line of the Southwest Quarter of Section 5, Township 6 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing North 89°29'33" East, a distance of 2,705.28 feet and with all other bearings referenced herein relative thereto.

The lineal dimensions as presented hereon are based upon the " U.S. Survey Foot."

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2013)

TITLE COMMITMENT NOTE:

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 0105-0429-01-NSC, dated September 14, 2015, as prepared by Heritage Title Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or encumbrances of record.

SURVEYOR'S CERTIFICATE

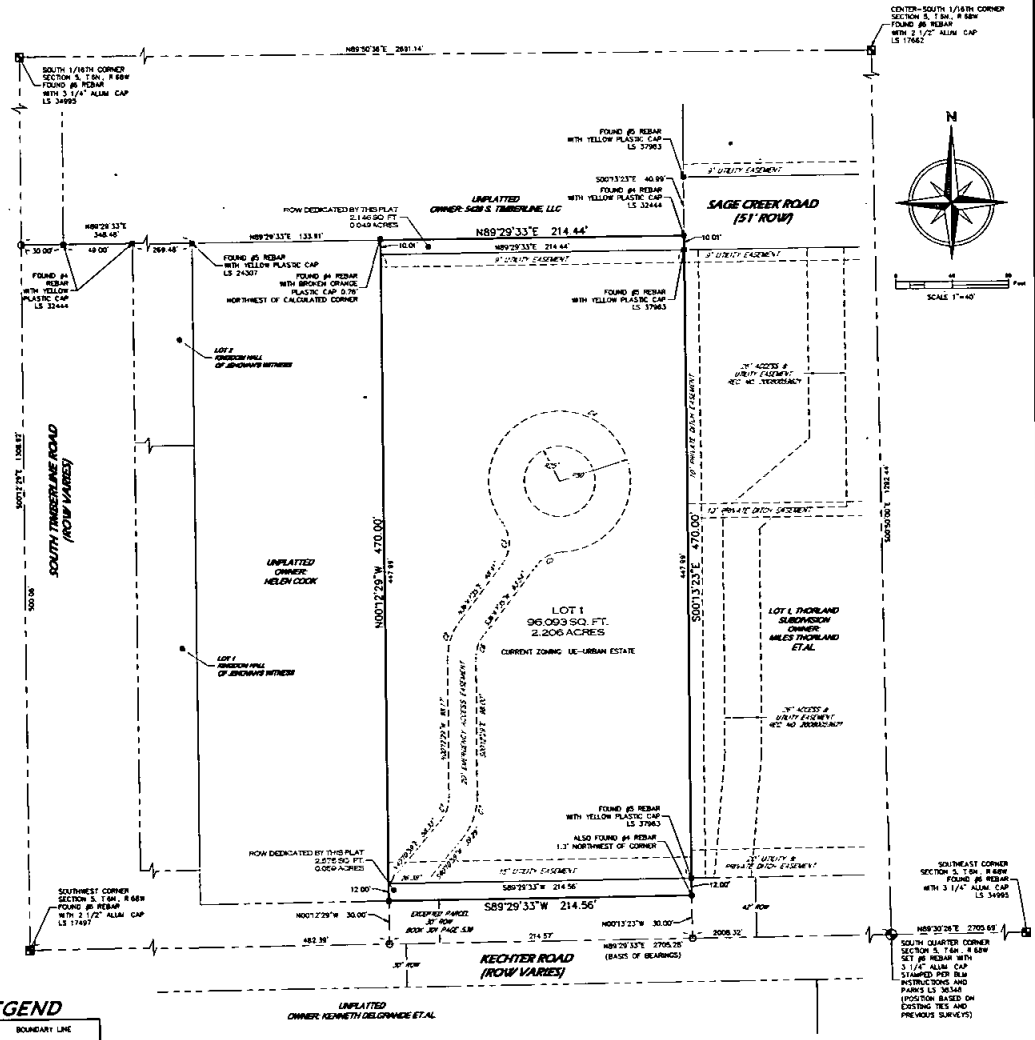
I, Steven Perko, a Colorado Licensed Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that this Surveying Plat is an accurate representation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

PRELIMINARY

Steven Perko - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	17.62'	25.00'	40°23'29"	17.26'	N18°39'15"E
C2	32.29'	50.00'	37°00'04"	31.73'	N18°17'33"E
C3	31.48'	25.00'	72°08'07"	29.44'	N00°43'01"E
C4	284.71'	50.00'	363°20'08"	47.46'	S83°41'30"E
C5	22.33'	25.00'	51°10'57"	21.60'	S62°23'04"W
C6	16.14'	25.00'	37°00'04"	15.87'	S18°17'33"W
C7	35.25'	50.00'	40°23'29"	34.52'	S18°39'15"W

VICINITY MAP
SCALE 1" = 2000'



LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- SET #4 REBAR WITH RED PLASTIC CAP LS 38348

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 4627 W. 20TH STREET ROAD GREELEY, CO 80634

PROJECT NO: 2018107	PROJECT NAME: MEYER SUBDIVISION	REVISIONS:	DATE:
DATE: 11-20-2018	CLIENT: MEYER		
DRAWN BY: SIP	FILE NAME: 2018107		
CHECKED BY: SIP	SCALE: 1" = 40'		

1
SHEET 1 OF 1

This unofficial copy was downloaded on Oct-20-2019 from the City of Fort Collins Public Records Website: http://citydocs.fcgov.com
For additional information or an official copy, please contact Current Planning 281 North College Fort Collins, CO 80524 USA