

WILLOW STREET RESIDENCES

BEING A REPLAT OF PORTIONS OF BLOCK 6 & BLOCK 7, A PORTION OF VACATED PINE STREET, AND PORTIONS OF THE VACATED ALLEYS IN BLOCK 6 AND BLOCK 7, ALL IN THE ORIGINAL TOWN OF FORT COLLINS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, 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 persons by these presents, that the undersigned owners of the following described land:

A parcel of land, being comprised of multiple portions of land located in parts of Block 6 and Block 7 of the Map of the Town of Fort Collins, dated January 16, 1873 and also being a part of the vacated alleys and vacated Pine Street as initially indicated in said Map of the Town of Fort Collins, the same multiple portions of land being part of those lands more recently described in a deed recorded July 17, 1975 in Book 1654, Page 177 of the Records of Larimer County, and in a Bargain and Sale Deed recorded January 5, 2015 as Reception No. 20150000364 of the Records of Larimer County, and also being depicted as Parcel 2 in that Land Survey Plat recorded November 9, 1998 as Reception No. 98098308 of the Records of Larimer County, and all being situate in the Northwest Quarter of Section Twelve (12), 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 more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 12 and assuming the West line of the Northwest Quarter of said Section 12 to bear South 00°24'12" West a distance of 2656.55 feet, with all other bearings herein relative thereto;

THENCE South 13°55'14" East a distance of 1800.77 feet to the Northeasterly corner of that Larimer County Records Parcel No. 97122-07-019 and to the POINT OF BEGINNING;
 THENCE South 48° 26' 22" East along the Southwesterly Right of Way line of Willow Street a distance of 382.56 feet to the Northwesterly lines of that parcel of land described in a deed recorded as Reception No. 20170009206 of the Records of Larimer County;
 THENCE South 41° 33' 38" West along said Northwesterly line and the Southwesterly prolongation thereof a distance of 284.27 feet to the beginning point of a curve non-tangent to this course on the Northerly line of a Railroad Right of Way;
 THENCE along said Northerly line and along the arc of a curve concave to the Northeast and non-tangent to the preceding course a distance of 469.36 feet, said curve has a Radius of 644.69 feet, a Delta of 41° 42' 49" and is subtended by a Chord bearing North 24° 18' 24" West a distance of 459.06 feet to the end point of said curve;
 THENCE North 86° 39' 03" East departing from said Northerly line a distance of 3.70 feet to the Southwesterly corner of said Larimer County Records Parcel 97122-07-019;
 THENCE South 68° 54' 22" East along the Southerly line of said parcel a distance of 55.25 feet;
 THENCE North 28° 00' 12" East along the Easterly line of said parcel a distance of 76.79 feet to the POINT OF BEGINNING.

Subject Property contains 88,851 square feet, or 2.040 acres, more or less.

For themselves and their successors in interest (collectively "Owners") 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 WILLOW STREET RESIDENCES (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 Owners do 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. Owners reserve 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. Owners 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, Owners 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 Owners to remove such obstacles from the Easements. If Owners do not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Owners 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 Owners hereby warrant and guarantee 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 Owners 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 Owners 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 Owners 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 Owners. 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 Owners.

REPAIR GUARANTEE:

In consideration of the approval of this final Plat and other valuable consideration, the Owners do 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 Owners furthermore commit 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 Owners warrant that they own fee simple title to the property shown hereon and agrees that the City shall not be liable to the Owners or their 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 Owners. We further warrant that we have the right to convey said land according to this 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.

CONTRACT PURCHASER AND LESSEE: CA Venture

BY: _____
 Ryan Sadowy, Authorized Signatory

STATE OF _____)
 COUNTY OF _____)ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Ryan Sadowy, as Authorized Signatory of CA Venture.

Witness my hand and official seal

My commission expires: _____

 Notary Public

OWNER: Wayne K. Schrader

BY: _____
 Wayne K. Schrader

STATE OF COLORADO)
 COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Wayne K. Schrader.

Witness my hand and official seal

My commission expires: _____

 Notary Public

OWNER: Schrader Development Co.

BY: _____
 Schrader Development Co.

STATE OF COLORADO)
 COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Schrader Development Co.

Witness my hand and official seal

My commission expires: _____

 Notary Public

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

DEVELOPER/APPLICANT

CA Venture
 Ryan Sadowy
 130 East Randolph St, Suite 2100
 Chicago, IL 60601
 (312) 800-5368

ARCHITECT

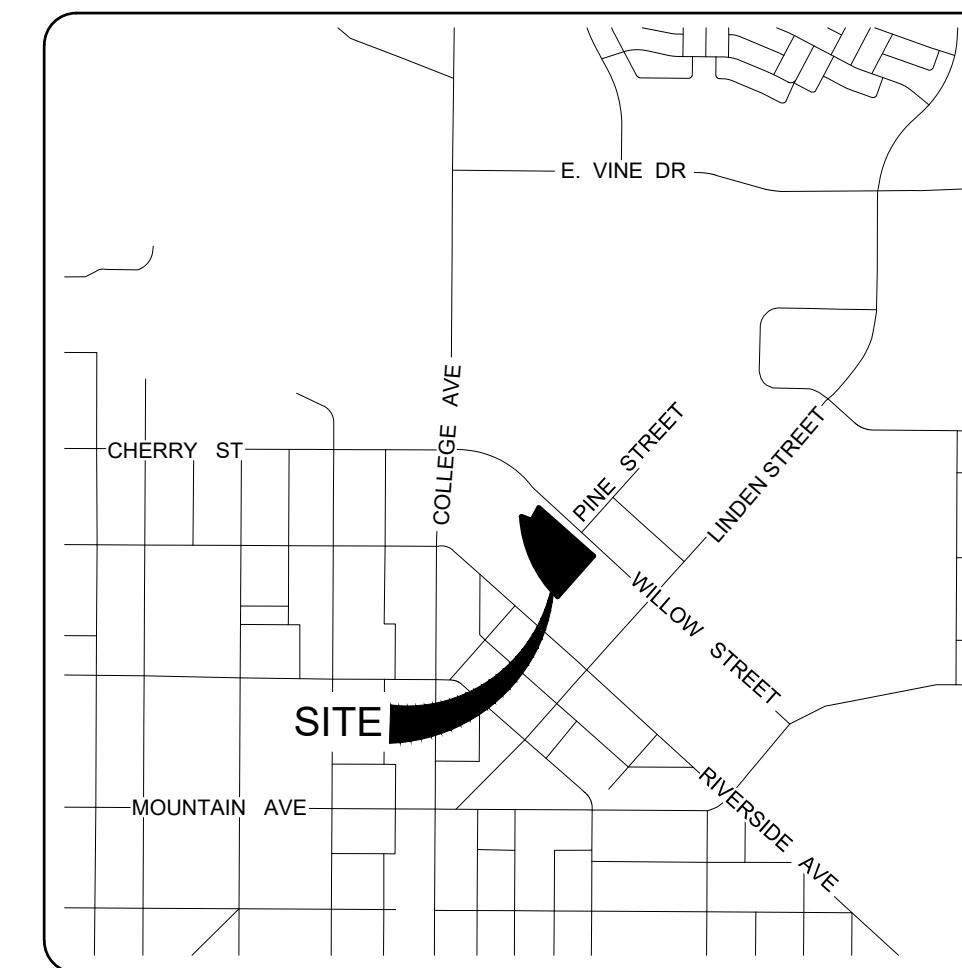
OZ Architecture
 3003 Larimer Street
 Denver, CO 80205
 (303) 861-5704

SITE ENGINEER

Northern Engineering Services, Inc.
 Cody Snowden, PE
 301 North Howes Street, Suite 100
 Fort Collins, Colorado 80521
 (970) 221-4158

SURVEYOR

Northern Engineering Services, Inc.
 Steven A. Lund, PLS
 820 8th Street
 Greeley, Colorado 80631
 (970) 221-4158



NOTICE OF OTHER DOCUMENTS:

All persons take notice that the Owners have executed certain documents pertaining to this Development which create certain rights and obligations of the Development, the Owners 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.

NOTES:

- The Basis of Bearings is the West line of the Northwest Quarter of Section 12 as bearing South 00°24'12" West, and monumented as shown on drawing.
- For all information regarding easements, right-of-way or title of record, Northern Engineering relied upon: Commitment No. NCS-889164-CH12, dated February 1, 2018, prepared by First American Title Insurance 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.
- Except as shown Hereon, all previous easements encumbering the parcel which are located within the boundary lines of this plat and have appropriate signature upon this plat are hereby vacated upon recordation of said plat and dedicated as shown hereon.

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.

For and on Behalf of Northern Engineering Services, Inc.
 Steven A. Lund
 Colorado Registered Professional
 Land Surveyor No. 34995

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.

LILEY LAW OFFICES, LLC
 By: _____
 Printed Name: _____
 Title: _____
 Registration No.: _____
 Address: 419 Canyon Avenue, Suite 220
 Fort Collins, CO 80521

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: 7N
 RANGE: 69 W of the 6th PM

NORTHERN ENGINEERING
 820 8th Street
 Greeley, Colorado 80631
 PHONE: 970.221.4158
 www.northernengineering.com

DATE: 07/16/2019
 PROJECT: 1287-005
 SCALE: N.A.
 DESIGNED BY:
 DRAWN BY: A. Lund
 REVIEWED BY: S. Lund

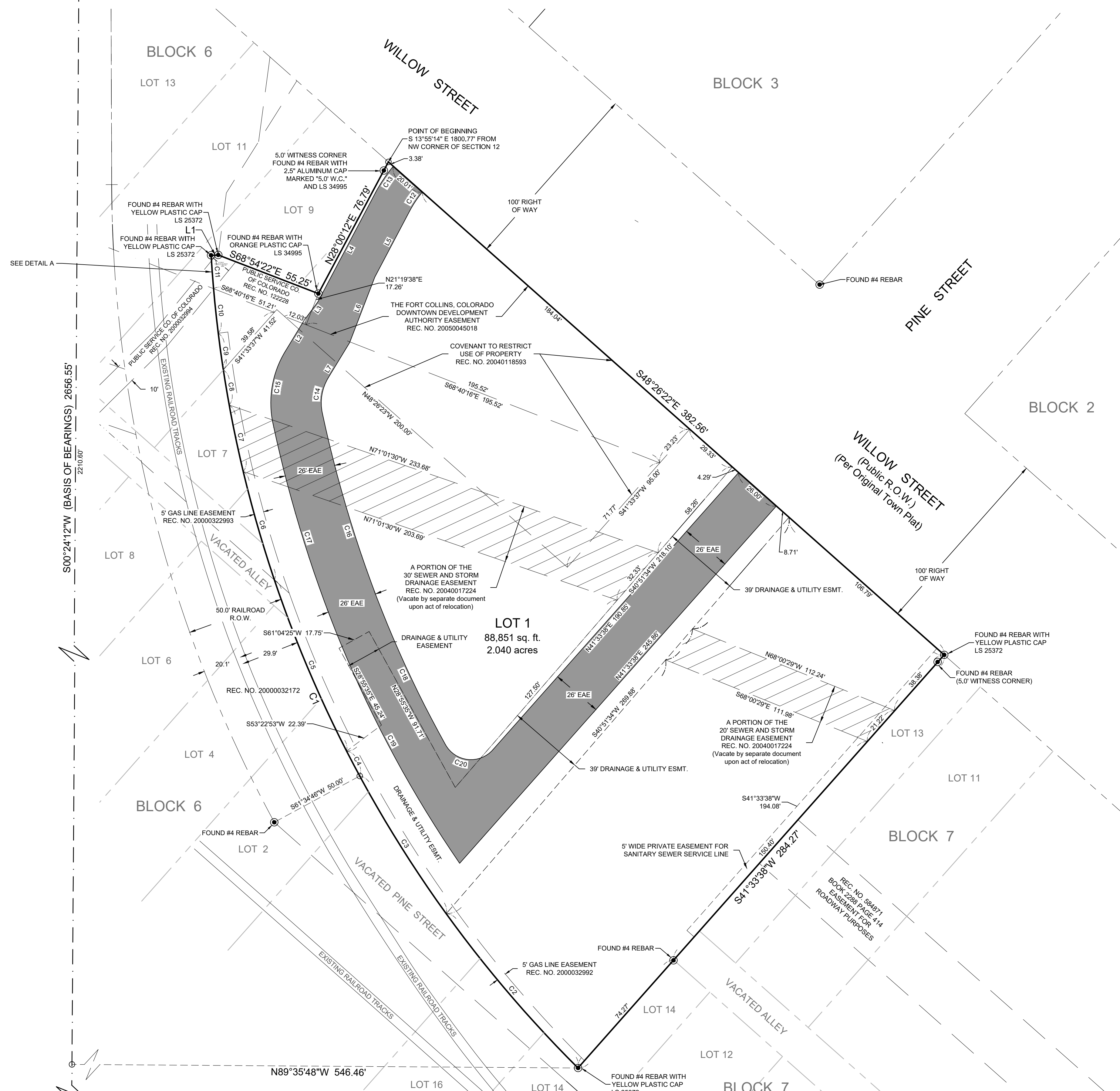
WILLOW STREET RESIDENCES
 CITY OF FORT COLLINS
 STATE OF COLORADO

Sheet
1
 Of 2 Sheets

WILLOW STREET RESIDENCES

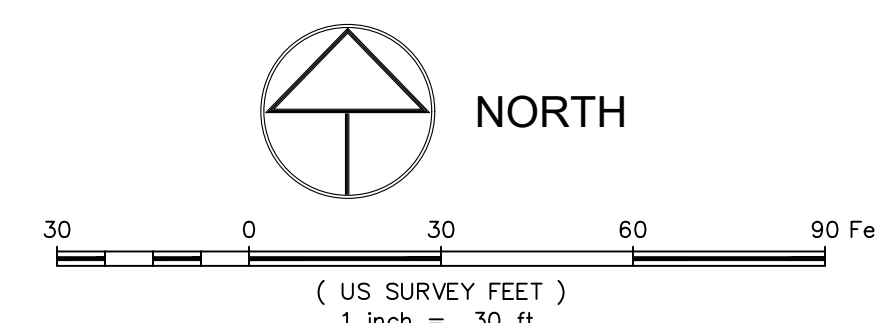
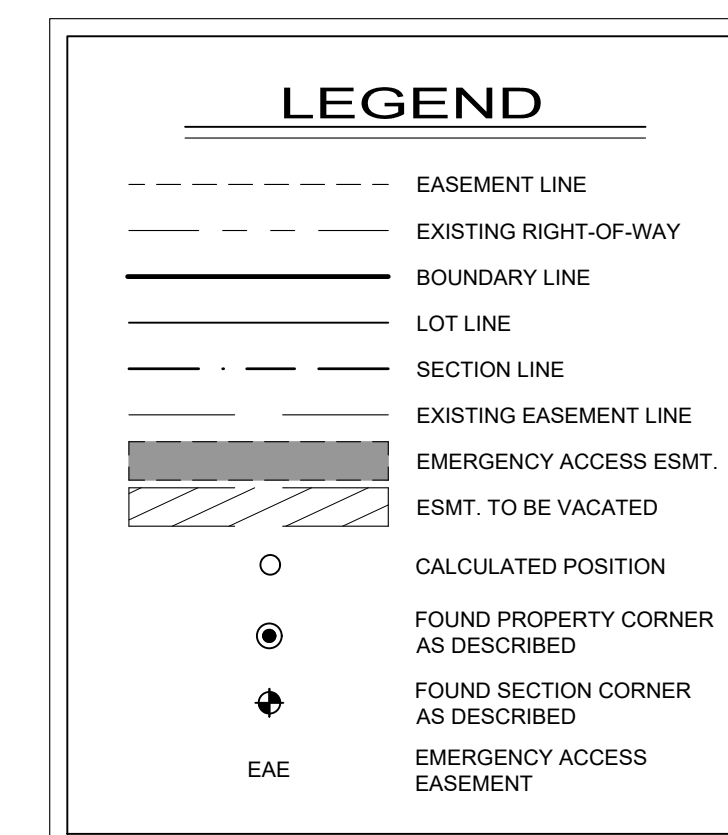
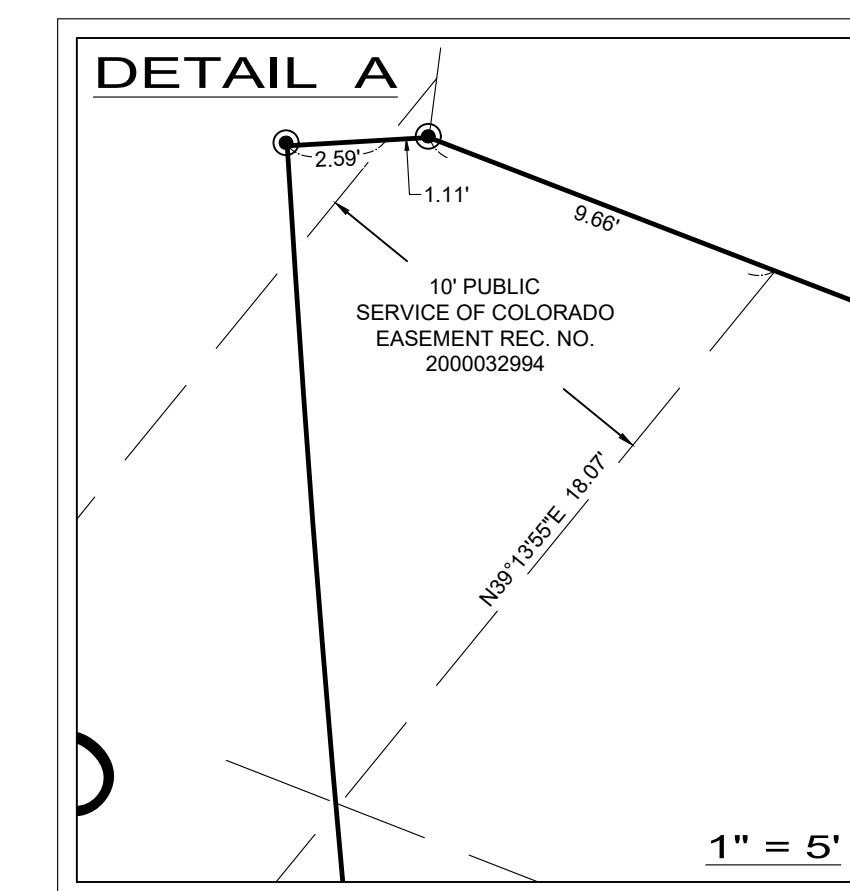
BEING A REPLAT OF PORTIONS OF BLOCK 6 & BLOCK 7, A PORTION OF VACATED PINE STREET, AND PORTIONS OF THE VACATED ALLEYS IN BLOCK 6 AND BLOCK 7, ALL IN THE ORIGINAL TOWN OF FORT COLLINS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

NW CORNER S12-T7N-R69W
FOUND 3.25" BRASS CAP
EMBEDDED IN CONCRETE
WITHIN MONUMENT
BOX, LS ILLEGIBLE
N:134339.68
E:194945.59



LINE	LENGTH	BEARING
L1	3.70'	N86°39'03"E
L2	18.82'	S31°18'10"W
L3	11.73'	S36°45'34"W
L4	63.53'	S27°49'19"W
L5	38.53'	S27°49'19"W
L6	36.08'	S21°01'21"W
L7	21.16'	S31°18'10"W

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	41°42'49"	644.69'	469.36'	S24°18'24"E	459.06'
C2	9°17'47"	644.69'	104.60'	N40°30'54"W	104.49'
C3	7°26'46"	644.69'	83.78'	N32°08'38"W	83.73'
C4	1°17'28"	644.69'	14.53'	N27°46'31"W	14.53'
C5	8°30'03"	644.69'	95.65'	N22°52'45"W	95.56'
C6	5°10'12"	644.69'	58.17'	N16°02'37"W	58.15'
C7	3°06'25"	644.69'	34.96'	N11°54'19"W	34.96'
C8	1°37'52"	644.69'	18.35'	N09°32'10"W	18.35'
C9	1°41'41"	644.69'	19.07'	N07°52'24"W	19.07'
C10	2°03'01"	644.69'	23.07'	N06°00'02"W	23.07'
C11	1°31'33"	644.69'	17.17'	N04°12'45"W	17.17'
C12	11°54'00"	56.50'	11.73'	S33°46'19"W	11.71'
C13	12°22'51"	76.50'	16.53'	S34°00'44"W	16.50'
C14	43°21'20"	25.00'	18.92'	S09°37'30"W	18.47'
C15	43°21'20"	51.00'	38.59'	S09°37'30"W	37.68'
C16	8°47'46"	645.95'	99.17'	S16°27'03"E	99.07'
C17	8°47'54"	671.95'	103.18'	S16°27'07"E	103.08'
C18	8°09'33"	587.68'	83.69'	S25°02'28"E	83.62'
C19	13°28'51"	613.68'	144.39'	S27°41'59"E	144.06'
C20	109°19'08"	15.00'	28.62'	S83°46'48"E	24.47'



Steven A. Lund
Registered Professional Land Surveyor
Colorado Registration No. 34995
For and on behalf of Northern Engineering Services, Inc.

NOTICE:
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RANGE: 69 W of the 6th PM

NORTHERN ENGINEERING
820 8th Street
Grubbs, Colorado 80531
PHONE: 970.345.5860
www.northernengineering.com

DATE: 07/16/2019
SCALE: 1" = 30'
DESIGNED BY: S. Lund
REVIEWED BY: S. Lund
PROJECT: 1287-005
DRAWN BY: A. Lund

WILLOW STREET RESIDENCES
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
2
Of 2 Sheets

W14-S12-T7N-R69W
FOUND 2" ALUMINUM CAP IN
CONCRETE, LS 17497
N:131682.76
E:194930.46