

STATEMENT OF OWNERSHIP AND SUBDIVISION:

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

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M. IN THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, WHICH, CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 AS BEARING N00°04'30"W, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, IS MORE PARTICULARLY DESCRIBED BY THE FOLLOWING BOUNDARY LINES: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N00°04'30"W, 214.00 FEET, AND AGAIN N89°59'30"E, 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH SHIELDS STREET, AND THE TRUE POINT OF BEGINNING; THENCE N00°04'30"W, 394.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE ARTHUR DITCH; THENCE ALONG SAID LINE S55°31'08"E, 339.98 FEET, AND AGAIN S53°48'58"E, 234.39 FEET; THENCE S00°04'30"E, 277.52 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2; THENCE ALONG SAID SOUTH LINE, S89°59'30"W, 349.00 FEET; THENCE N00°04'30"W, 214.00'; THENCE S89°59'30"W, 120.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, CONTAINING 183,261 SQUARE FEET, OR 4.207 ACRES, MORE OR LESS.

For themselves and their successors in interest (collectively "Owner") have caused the above described land to be surveyed into lots, tracts and streets as shown on this Plat to be known as the WEST VINE STORAGE SUBDIVISION (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.

MAINTENANCE GUARANTEE:

The owner hereby warrants and guarantees to the City of Fort Collins, for a period of two (2) years from the date of completion and acceptance by the City of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements constructed under the authority of this plat. This warranty and guarantee is made in accordance with the City of Fort Collins 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 unreparable 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 of Fort Collins, Colorado, harmless for a five (5) year period, commencing upon the date of completion and first acceptance by the City of the improvements constructed under the authority 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 of Fort Collins 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.

by: MICHAEL L. REIN  
by: DOROTHY A. REIN

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_. The obligations of the undersigned pursuant to the "maintenance guarantee" and "repair guarantee" provisions set forth above may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received from the City by, such other person or entity.

State of Colorado )  
s.s.)  
County of Larimer )

The foregoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018, by: Michael L. Rein, Dorothy A. Rein.

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

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

Address \_\_\_\_\_

BY: \_\_\_\_\_  
As: \_\_\_\_\_  
of: Live Oak Banking Company

STATE OF \_\_\_\_\_ ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ acknowledged before me by \_\_\_\_\_ of Live Oak Banking Company.

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

Witness my hand and official seal.

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

# WEST VINE STORAGE SUBDIVISION

BEING A REPLAT OF LOT 1 AND 2 OF SNYDER MINOR SUBDIVISION AND A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., IN THE CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

APPLICANT:  
VINE STREET STORAGE, LLC

PLANNER/ARCHITECT:  
HATTMANN ASSOCIATES  
524 S. LOOMIS AVE.  
FORT COLLINS, COLORADO 80521

ENGINEER:  
FORBES ENGINEERING, LLC  
2908 CHERLY ST.  
FORT COLLINS, COLORADO 80524

SURVEYOR:  
DEDECKER LAND SURVEYING  
4301 FAWN TRAIL  
LOVELAND, COLORADO 80537

OWNERS:  
DOROTHY A. REIN, MICHAEL L. REIN, CASSIE S. EWAN  
1050 WEST VINE DRIVE  
FORT COLLINS, COLORADO 80521

NOTICE OF OTHER DOCUMENTS:

All persons take notice that the developer and/or owner has executed certain documents pertaining to this development which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants which 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 of Fort Collins 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 \_\_\_\_\_ A.D., 20\_\_\_\_

City Engineer \_\_\_\_\_

DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES APPROVAL:

By the Director of Community Development and Neighborhood Services, City of Fort Collins, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

Director of Community Development and Neighborhood Services \_\_\_\_\_

ATTORNEY'S CERTIFICATION:

I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 2.2.3(c)(4) through (6) inclusive of the Land Use Code of the City of Fort Collins and that all persons signing this Plat on the behalf of a corporation or other entity are duly authorized signatories under the laws 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)(i) of the Land Use Code.

Attorney: \_\_\_\_\_

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

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

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.

NOTICE:

ALL RESPONSIBILITIES AND COSTS OF OPERATION, MAINTENANCE AND RECONSTRUCTION OF THE PRIVATE STREETS AND/OR DRIVES LOCATED ON 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.

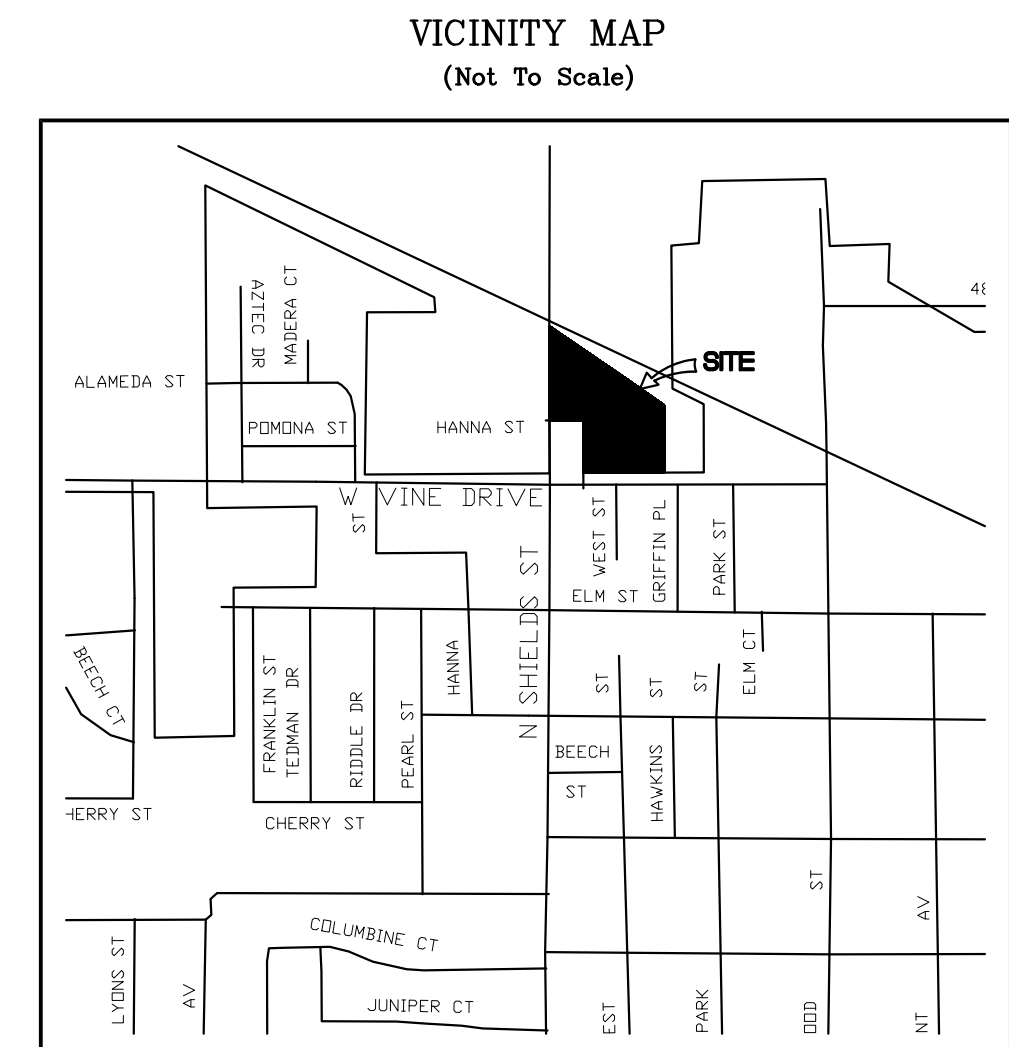
SURVEYOR'S STATEMENT

I, Michael James DeDecker, 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 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.

Michael James DeDecker  
For and on Behalf of  
DeDecker Land Surveying  
Professional Land Surveyor #20676

NOTES:

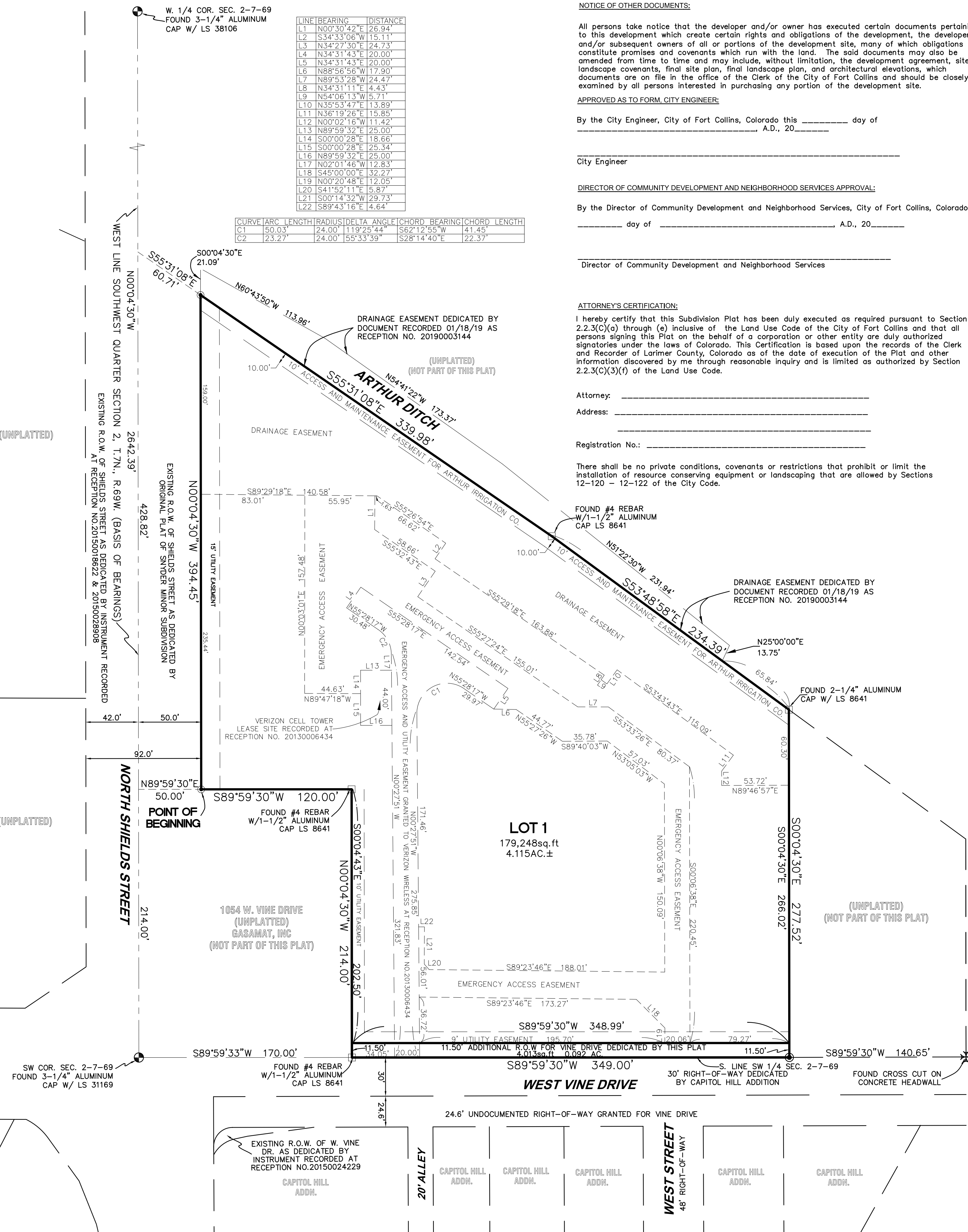
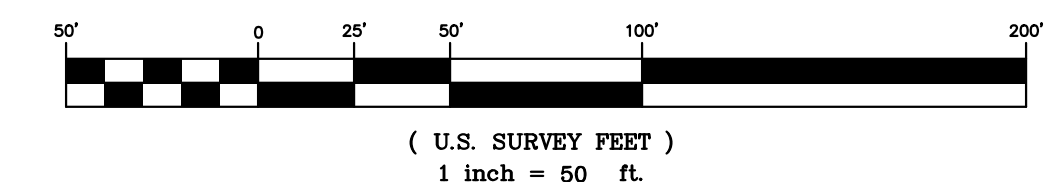
- 1) BASIS OF BEARINGS FOR THIS SURVEY THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2-7-69 WAS ASSUMED TO BEAR N00°04'30"W ACCORDING TO THE PLAT OF SNYDER MINOR SUBDIVISION.
- 2) LINEAL UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- 3) THIS REPLAT HEREBY VACATES ANY EASEMENTS AS SHOWN ON THE PLAT OF SNYDER MINOR SUBDIVISION.
- 4) LAND TITLE GUARANTEE COMPANY COMMITMENT NO. FCC 25145611-2 DATED NOVEMBER 23, 2126 WAS RELIED UPON FOR EASEMENTS, RIGHTS-OF-WAY OR ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT.
- 5) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF SURVEY SHOWN HEREON.



LEGEND:

- INDICATES FOUND ALIQUOT CORNER AS DESCRIBED HEREON
- INDICATES FOUND 1/2" REBAR W/CAP LS 25372
- INDICATES FOUND MONUMENT AS DESCRIBED HEREON
- - - INDICATES EASEMENT LINE

GRAPHIC SCALE



RECORD OF ISSUE	BY	CHK.
INITIAL ISSUE	MJD	
REVISED R-O-W DEDICATION TO 115'	MJD	
ADDED DRAINAGE EASEMENT AT N. PL.	MJD	

DEDECKER  
LAND SURVEYING  
4301 FAWN TRAIL  
LOVELAND, COLORADO 80537  
C (970) 217-2331 H (970) 663-2013



MICHAEL REIN  
W. VINE STORAGE  
SNYDER MINOR SUBDIVISION and  
PART SW 1/4 SEC. 2, T.7N., R.69W.

DESIGNED:	MJD
DRAWN:	MJD
CHECKED:	
APPROVED:	
DATE:	JUNE 1, 2018
SCALE:	1"=50'
PROJECT NO./REVISION NO.	2018-127
DRAWING NO./SHEET	1 of 1