

# FLATS AT THE OVAL

BEING A REPLAT OF LOTS 1, 7, AND THE SOUTH HALF OF LOT 2, BLOCK 96, HARRISON'S ADDITION TO THE CITY OF FORT COLLINS, LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, 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, being owners of the following described land:

A tract of land located in the Northeast Quarter of Section 14, Township 7 North, Range 69 West of the 6th Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado being more particularly described as follows:

Lots 1, 7 and the South half of Lot 2, Block 96, Harrison's Addition to the City of Fort Collins, County of Larimer, State of Colorado.

Which above described tract contains 36,066 square feet or 0.828 acres, more or less.

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 FLATS AT THE OVAL, subject to all easements and rights-of-way now of record or existing or indicated on this plat.

**CERTIFICATE OF DEDICATION:**

The undersigned does hereby dedicate and convey to the City of Fort Collins, Colorado, for public use, forever, the streets and public 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.

**MAINTENANCE GUARANTEE:**

The Developer hereby warrants and guarantees to the City of Fort Collins, 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 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 Developer 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 Developer 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 Developer 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 Developer. 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 undersigned.

**REPAIR GUARANTEE:**

In consideration of the approval of this final plat and other valuable consideration, the Developer 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 Developer 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 it owns fee simple title to the property shown hereon and the Developer and the Owner agree that the City of Fort Collins shall not be liable to the undersigned or its 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 Developer. The Developer and the Owner further warrant that they have the right to convey said land according to this Plat.

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.

**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.

OWNER: Colorado Delta Association of Sigma Alpha Epsilon, A Colorado Non Profit Corporation, 3801 Automation Way, Suite 200, Fort Collins, CO 80525

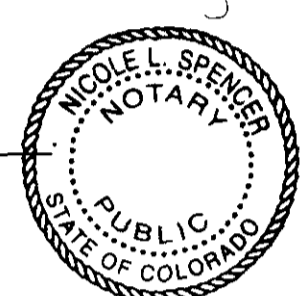
BY: David Stewart DATE: 5-22-09  
David Stewart, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 22 day of May, 2009, by David Stewart as President of Colorado Delta Association of Sigma Alpha Epsilon

Witness my hand and official seal.

My commission expires: 12/22/2010



Notary Public

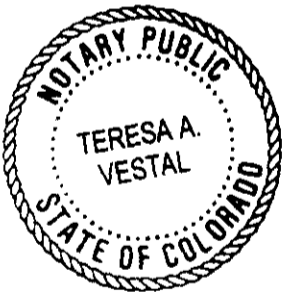
BY: Lee W. Joslyn DATE: 5/22/09  
Lee W. Joslyn, Treasurer

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 22 day of May, 2009, by Lee W. Joslyn as Treasurer of Colorado Delta Association of Sigma Alpha Epsilon

Witness my hand and official seal.

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



Notary Public

DEVELOPER: Flats at the Oval, LLC  
By Its Manager  
BP Laurel, LLC

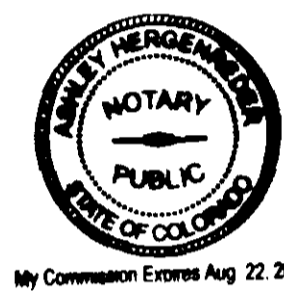
BY: Kevin Brinkman DATE: 5/20/09  
Kevin Brinkman, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 20 day of May, 2009, by Kevin Brinkman as Manager of BP Laurel, LLC

Witness my hand and official seal.

My commission expires: 8/22/2009



Notary Public

LIENHOLDER: FirstBank of Northern Colorado

BY: \_\_\_\_\_ DATE: 5-21-09

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Witness my hand and official seal.

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



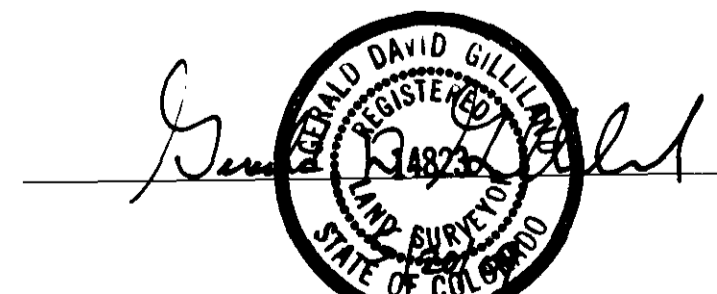
Notary Public

**CITY OF FORT COLLINS NOTE:**

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.

**SURVEYOR'S STATEMENT:**

I, Gerald D. Gilliland, 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.



Gerald D. Gilliland  
Colorado Registered Professional Land Surveyor #14823

**ATTORNEY'S CERTIFICATE:**

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: Jeffrey V. Johnson Date: 5/22/09

Address: Myatt Brandes & Gast P.C.  
323 South College Ave., #1  
Fort Collins, CO 80524

Registration No. 19821

**APPROVED AS TO FORM, CITY ENGINEER:**

By the City Engineer of the City of Fort Collins, Colorado this 16th day of June A.D., 2009.

City Engineer: Belinda



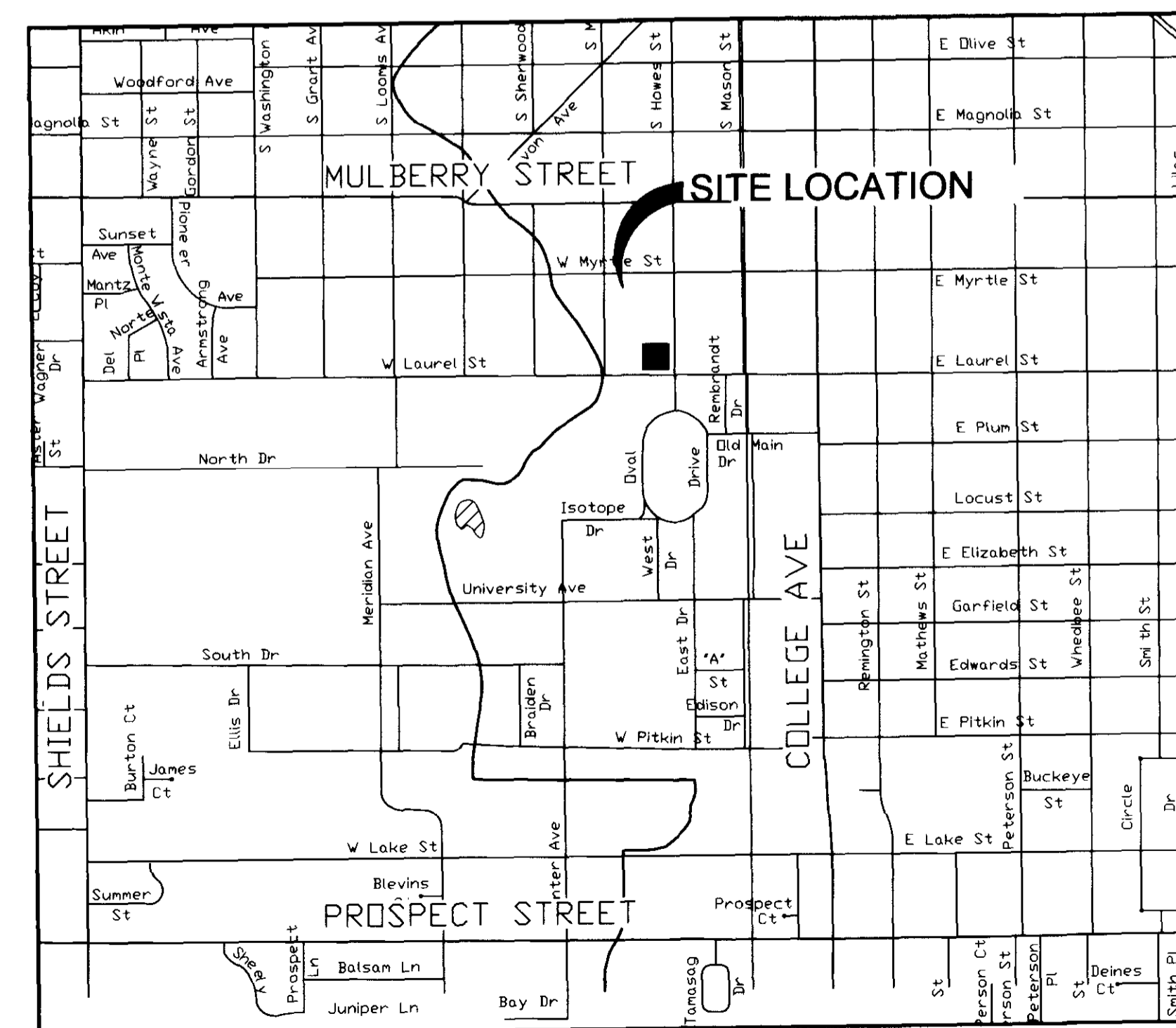
**PLANNING APPROVAL:**

By the Director of Planning of the City of Fort Collins, Colorado this 16th day of June A.D., 2009.

Director of Planning: Heidi

**NOTES:**

- The Basis of Bearings is the South line of Lot 7, Block 96, Harrison's Addition as bearing North 90°00'00" West.
- 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.
- The Private Drainage Easement is not dedicated for use by the general public but is dedicated to the owners of Flats at the Oval.



VICINITY MAP  
NOT TO SCALE

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: 14  
TOWNSHIP: 7N  
RANGE: 69 W of the 6th PM

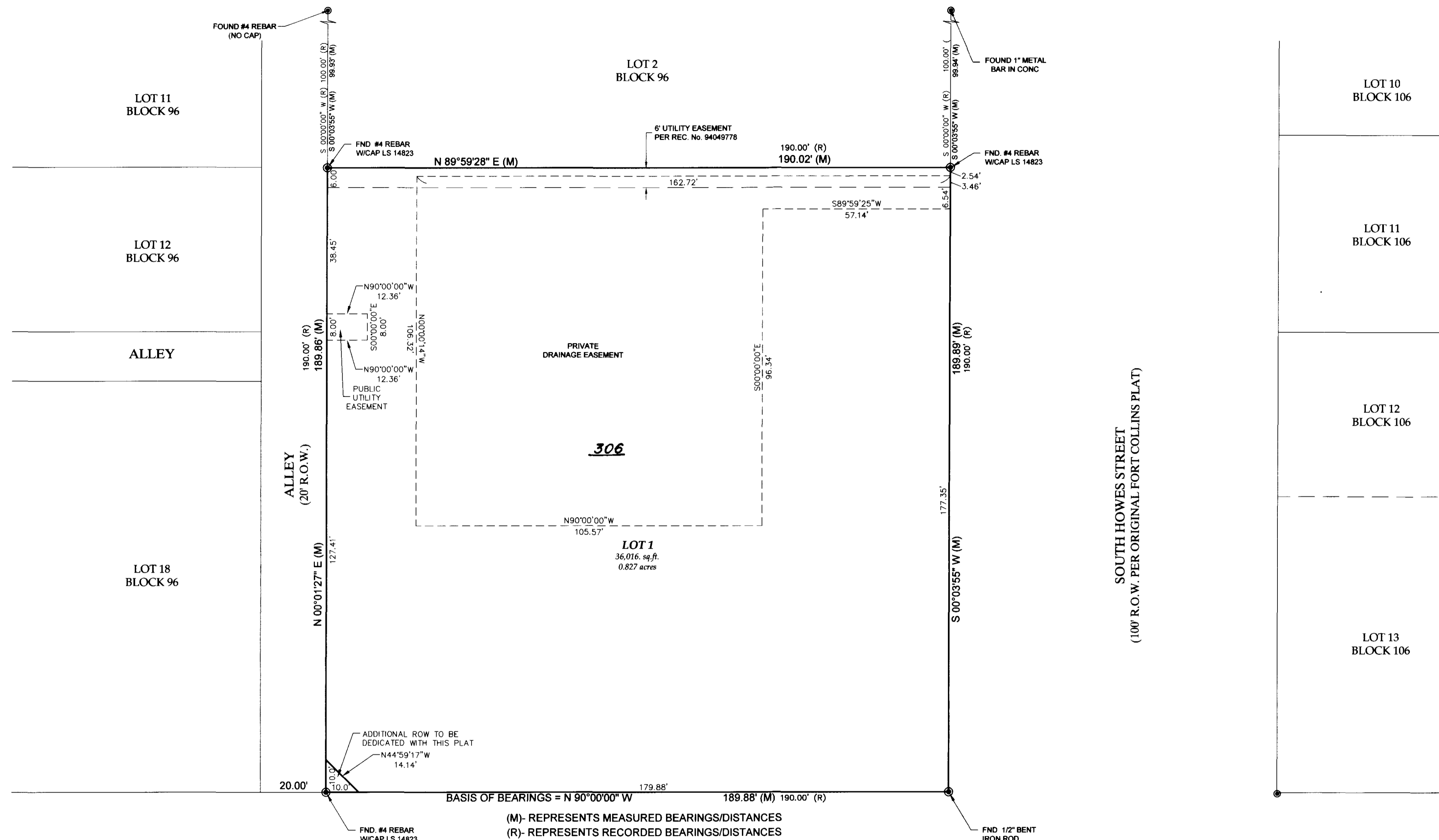
**NORTHERN ENGINEERING**  
200 South College Avenue, Suite 100  
Fort Collins, Colorado 80524  
PHONE: 970.531.4188 FAX: 970.221.4159  
www.northerneng.com

DATE: 4/09/09  
SCALE: AS SHOWN  
DESIGNED BY: L. Smith  
DRAWN BY: L. Smith  
REVIEWED BY: G. Gilliland

FLATS AT THE OVAL  
NE 1/4 S14, T7N, R69W  
FORT COLLINS, COLORADO  
Sheet 1  
Of 2 Sheets

# FLATS AT THE OVAL

BEING A REPLAT OF LOTS 1, 7, AND THE SOUTH HALF OF LOT 2, BLOCK 96, HARRISON'S ADDITION TO THE CITY OF FORT COLLINS, LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



SOUTH HOWES STREET  
(100' R.O.W. PER ORIGINAL FORT COLLINS PLAT)

WEST LAUREL STREET  
(SOUTHERN R.O.W. LINE LOCATION DISPUTED PER CITY OF FORT COLLINS)



**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:	14
TOWNSHIP:	7N
RANGE:	69 W of the 6th PM

**NORTHERN ENGINEERING**  
 505 South College Avenue, Suite 100  
 Fort Collins, Colorado 80521  
 PHONE: 970.221.4158 FAX: 970.221.4159  
 www.northerneng.com

DATE:	4/09/09
SCALE:	1"=20'
DESIGNED BY:	L. Smith
REVIEWED BY:	G. Gilliland

FLATS AT THE OVAL  
NE 1/4 S14, T7N, R69W  
FORT COLLINS, COLORADO

Sheet  
**2**  
Of 2 Sheets

