

# PLAT OF APPLEBLOSSOM SUBDIVISION

BEING A REPLAT OF LOT 17 AND LOT 18, BLOCK 5, WESTLAWN ADDITION, LOCATED IN THE NORTHWEST QUARTER 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 Northwest Quarter of Section 14, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado being more particularly described as follows:

Lot 17 and Lot 18, Block 5, Westlawn Addition, City of Fort Collins, County of Larimer, State of Colorado

Which above described tract contains 12,520 square feet or 0.28 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 APPLEBLOSSOM SUBDIVISION, 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 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.

OWNER: Appleblossom LLC, a Colorado limited liability company

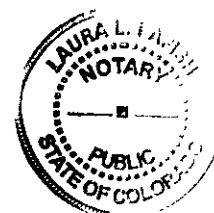
*Prudence M. Kaley*  
Prudence M. Kaley  
Member

STATE OF COLORADO )  
                                  )SS  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 13th day of December, 2010, by

Prudence M. Kaley

Witness my hand and official seal



My commission expires: 8-22-2012

*Laura L. Smith*  
Notary Public

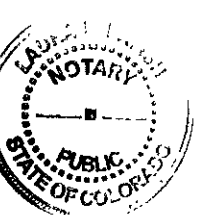
BY: *Mark S. Goldrich*  
Mark S. Goldrich  
Member

STATE OF COLORADO )  
                                  )SS  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 13th day of December, 2010, by

Mark S. Goldrich

Witness my hand and official seal



My commission expires: 8-22-2012

*Laura L. Smith*  
Notary Public

### SIGHT DISTANCE EASEMENT RESTRICTIONS:

Sight Distance Easement - The sight distance easement is an easement required by the City at some street intersections where it is necessary to protect the line of sight for a motorist needing to see approaching traffic and to react safely for merging their vehicle into the traffic flow. The following are requirements for certain objects that may occupy a sight distance easement for level grade:

- Structures and landscaping within the easement shall not exceed 24 inches in height with the following exceptions:
- Fences up to 42 inches in height may be allowed as long as they do not obstruct the line of sight for motorists.
- Deciduous trees may be allowed as long as all branches of the trees are trimmed so that no portion thereof or leaves thereon hang lower than six (6) feet above the ground, and the trees are spaced such that they do not obstruct line of sight for motorists. Deciduous trees with trunks large enough to obstruct line of sight for motorists shall be removed by the owner.

For non-level areas these requirements shall be modified to provide the same degree of visibility.

### MAINTENANCE GUARANTEE:

The undersigned 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 undersigned 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 undersigned 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 undersigned 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 undersigned. 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 undersigned 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 undersigned 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 undersigned 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.

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.

### 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 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: *J. J. Johnson*

Address: 323 S. College Ave #1, Fort Collins CO 80524

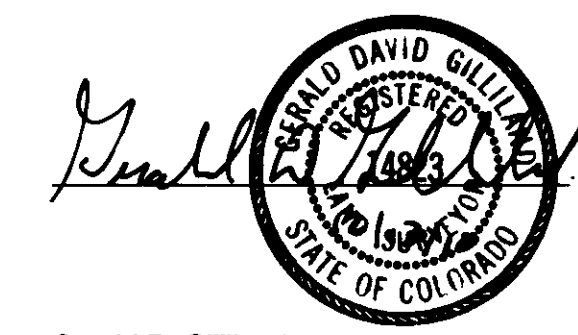
Registration No.: 19821

### 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.

### 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.

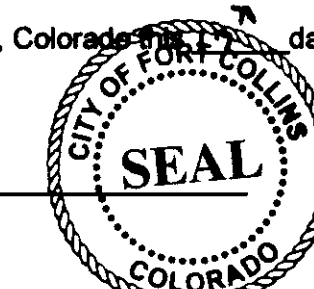


Gerald D. Gilliland  
Colorado Registered Professional  
Land Surveyor No. 14823

### APPROVED AS TO FORM, CITY ENGINEER

By the City Engineer of the City of Fort Collins, Colorado, this 17th day of December, A.D., 2010.

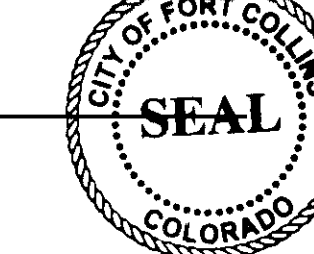
*Abel*  
City Engineer



### PLANNING APPROVAL

By the Director of Planning the City of Fort Collins, Colorado this 17th day of December, A.D., 2010.

*[Signature]*  
Director of Planning



### NOTES:

- The Basis of Bearings is the West line of Lot 1 as bearing N00°13'58"E (assumed bearing).
- All information regarding easements, right-of-way or title of record, Northern Engineering relied upon Title Commitment Order No. 92619 prepared by The Group Guaranteed Title LLLP, dated April 28, 2010.
- According to FIRM Panel 979 for Larimer County, dated December 19, 2006, this tract of land is located within an unshaded Zone X, and does not lie within a FEMA designation 100-year floodplain.
- The 10' Private Drainage Easement is not dedicated for use by the general public. Rather its use and maintenance shall be shared between the property owners of Lot 1 and Lot 2 of Appleblossom Subdivision, exclusively.
- The 20' Private Access and Drainage Easement is not dedicated for use by the general public. Rather its use and maintenance shall be shared between the property owners of Lot 1 and Lot 2 of Appleblossom Subdivision, exclusively.
- The Owner of Lot 1 and Lot 2 intends to grant and establish from time to time such additional Private Access Easements as they may elect over and across any portion of Lot 1 or Lot 2.
- Private Access Easements may overlap Drainage Easements, Utility Easements and Sight Distance Easements.



VICINITY MAP  
NTS

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: 69W of the 6th P.M.

NORTHERN ENGINEERING  
PHONE: 970.221.4138 FAX: 970.221.4159  
www.northernengineering.com

NE  
200 South College Avenue, Suite 100  
Fort Collins, Colorado 80524

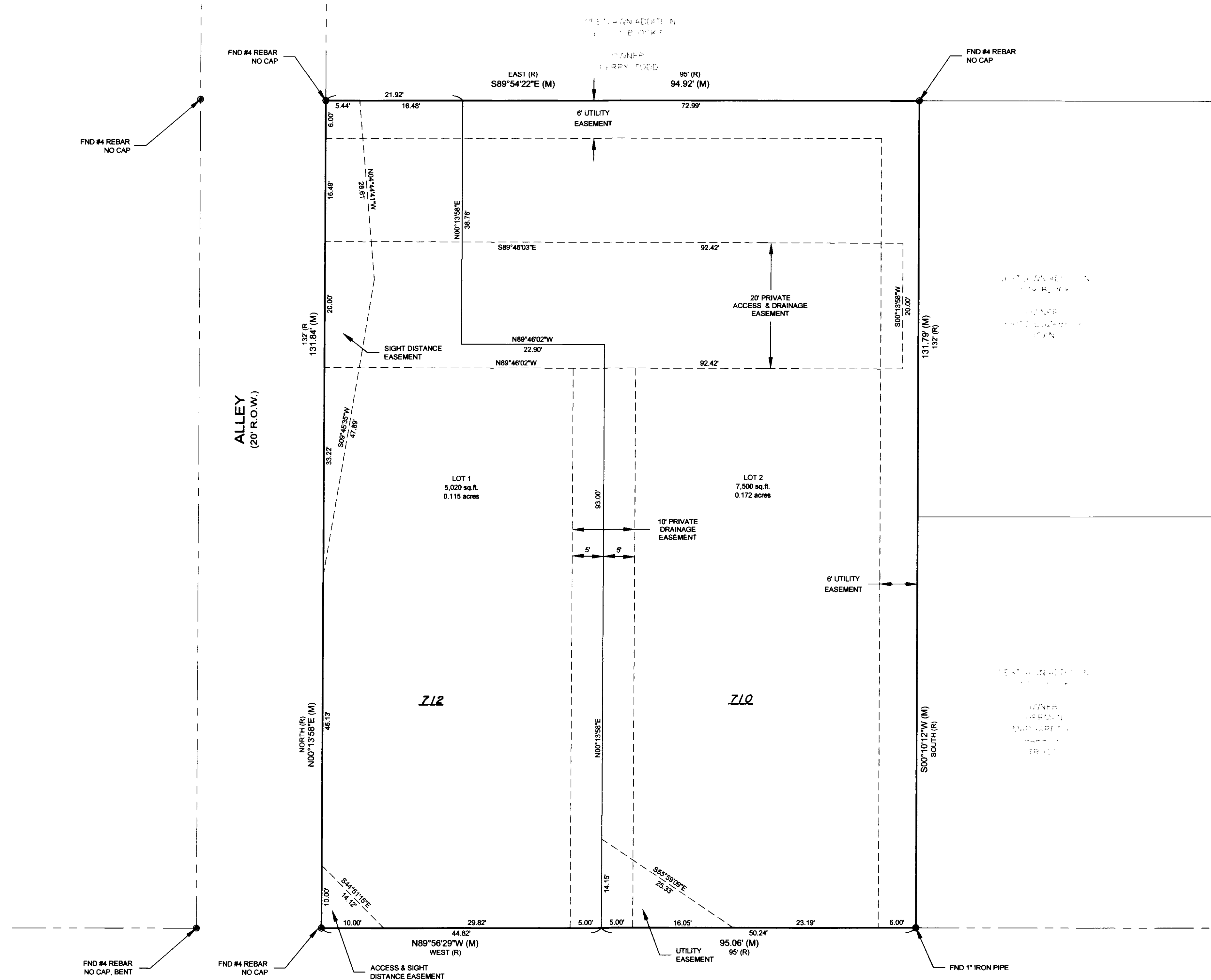
PROJECT: 574-001  
DATE: 12.13.10  
OWNER: Appleblossom  
SCALE: N/A  
DRAWN BY: J. Smith  
CHECKED BY: G. Gilliland

PLAT OF APPLEBLOSSOM SUBDIVISION  
REPLAT OF L17 & L18, B5, WESTLAWN ADDITION, FORT COLLINS, COLORADO

Sheet 1  
Of 2 Sheets

# PLAT OF APPLEBLOSSOM SUBDIVISION

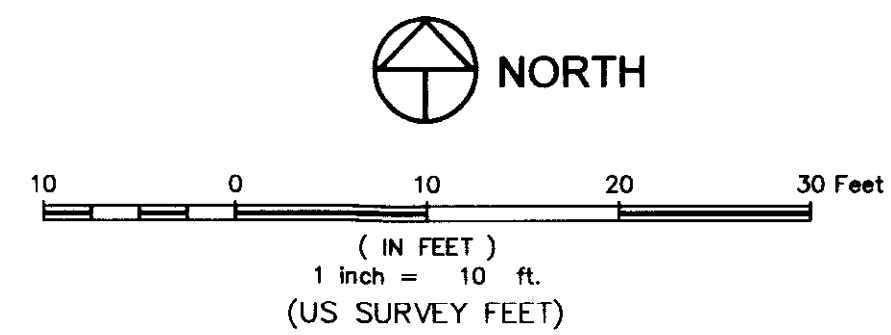
BEING A REPLAT OF LOT 17 AND LOT 18, BLOCK 5, WESTLAWN ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6th P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



**LEGEND**

- EASEMENT LINE
- EXISTING RIGHT-OF-WAY
- PLATTED BOUNDARY LINE
- LOT LINE
- ⊙ FOUND CORNER AS DESCRIBED
- (R) - REPRESENTS RECORDED DISTANCE
- (M) - REPRESENTS MEASURED DISTANCE

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



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

**NORTHERN ENGINEERING**  
PHONE: 970.221.4158 FAX: 970.221.4159  
www.northernengineering.com



PROJECT: 574-001  
OWNER: Appleblossom  
DRAWN BY: L. SMITH  
DATE: 12.13.10  
SCALE: 1"=10'  
REVISIONS: 01  
CHECKED BY: C. GILBERT

PLAT OF APPLEBLOSSOM SUBDIVISION  
REPLAT OF L17 & L18, B5, WESTLAWN  
ADDITION, FORT COLLINS, COLORADO

Sheet  
**2**  
Of 2 Sheets