

A-30 2242

ARBOR PLAZA SOUNDTRACK CAR AUDIO INSTALL

SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 6 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 owner(s) of the following described land:

That portion of the Northeast Quarter of the Northeast Quarter of Section 2, Township 6 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:

Considering the North line of the Northeast Quarter of said Section 2 as bearing South 89°56'49" West and with all bearings contained herein relative thereto:

Beginning at the Northeast Corner of said Northeast Quarter; thence along the North line of said Northeast Quarter South 89°56'49" West 150.20 feet; thence departing said North line South 00°09'11" East 30.00 feet; thence South 48°13'11" East 120.50 feet to a point on the Westerly right of way line of South College Avenue (US Highway 287), said point being the Northeast corner of the Plat of Soundtrack at Arbor Plaza P.U.D., City of Fort Collins, records of said County; thence along the Westerly right of way line of South College Avenue (US Highway 287) and the East line of the Plat of Soundtrack at Arbor Plaza P.U.D. South 00°02'00" West 163.39 feet to the Southeast Corner of the Plat of Soundtrack at Arbor Plaza P.U.D., said point also being the Northeast corner of the Plat of Fozoli's at Arbor Plaza P.U.D., City of Fort Collins, records of said County; thence along the South line of the Plat of Soundtrack at Arbor Plaza P.U.D. and the North line of the Plat of Fozoli's at Arbor Plaza P.U.D. North 89°58'00" West 140.00 feet to the TRUE POINT OF BEGINNING; thence along the Northerly and Westerly lines of said Plat of Fozoli's at Arbor Plaza P.U.D. the following six (6) courses and distances: North 89°58'00" West 30.00 feet; South 00°31'10" West 154.76 feet; North 89°09'08" West 50.18 feet to the beginning of a tangent curve concave to the Northeast having a central angle of 55°49'08" and a radius of 13.00 feet; thence Northwesterly along the arc of said curve 12.67 feet; thence tangent from said curve North 33°20'00" West 20.09 feet; South 56°38'59" West 27.65 feet to the Northwest corner of the Plat of Fozoli's at Arbor Plaza P.U.D.; thence along the Northerly line of the Plat of Ethon Allen at Arbor Plaza P.U.D., City of Fort Collins, records of said County South 55°57'27" West 51.23 feet to the Northwest corner of said Plat of Ethon Allen at Arbor Plaza P.U.D., said point being on the Easterly right of way line of South Mason Street; thence along said Easterly right of way North 33°19'39" West 183.17 feet to the beginning of a non-tangent curve concave to the East having a central angle of 09°41'53" and a radius of 211.00 feet; thence Northerly along the arc of said curve and continuing along the Easterly right of way of South Mason Street 35.71 feet to the Southwest corner of the Plat of Amigos at Arbor Plaza P.U.D., City of Fort Collins, records of said County; thence departing said Easterly right of way and non-tangent from said curve and along the Southerly line of said Plat of Amigos at Arbor Plaza P.U.D. the following three (3) courses and distances: North 66°21'57" East 38.90 feet to the beginning of a tangent curve concave to the South having a central angle of 24°33'27" and a radius of 66.48 feet; thence Northeasterly along the arc of said curve 28.49 feet; thence tangent from said curve South 89°04'36" East 137.22 feet to the Southeast corner of the Plat of Amigos at Arbor Plaza P.U.D., said point being on the Westerly line of said Plat of Soundtrack at Arbor Plaza P.U.D.; thence along the Westerly and Southerly line of said Plat of Soundtrack at Arbor Plaza P.U.D. the following three (3) courses and distances: South 00°50'07" West 2.00 feet to the Southwest corner of said Plat of Soundtrack at Arbor Plaza P.U.D.; thence continuing along said Southerly line South 89°01'05" East 85.95 feet; South 00°19'46" West 24.73 feet to a point on the North line of said Plat of Fozoli's at Arbor Plaza P.U.D. and the TRUE POINT OF BEGINNING.

The above described tract contains 0.889 Acres (38,730 Sq. Ft.), more or less.

The undersigned have caused the above described land to be surveyed and subdivided into lots, tracts, streets and easements as shown on this plat to be known as ARBOR PLAZA SOUNDTRACK CAR AUDIO INSTALL, subject to all easements and rights-of-way now of record or existing or indicated on this plat.

Witness our hands and seals this 26th day of March, 2001.

The undersigned does hereby certify that we are the lawful owners of real property described on this plat.

MATMAR FT. COLLINS PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP

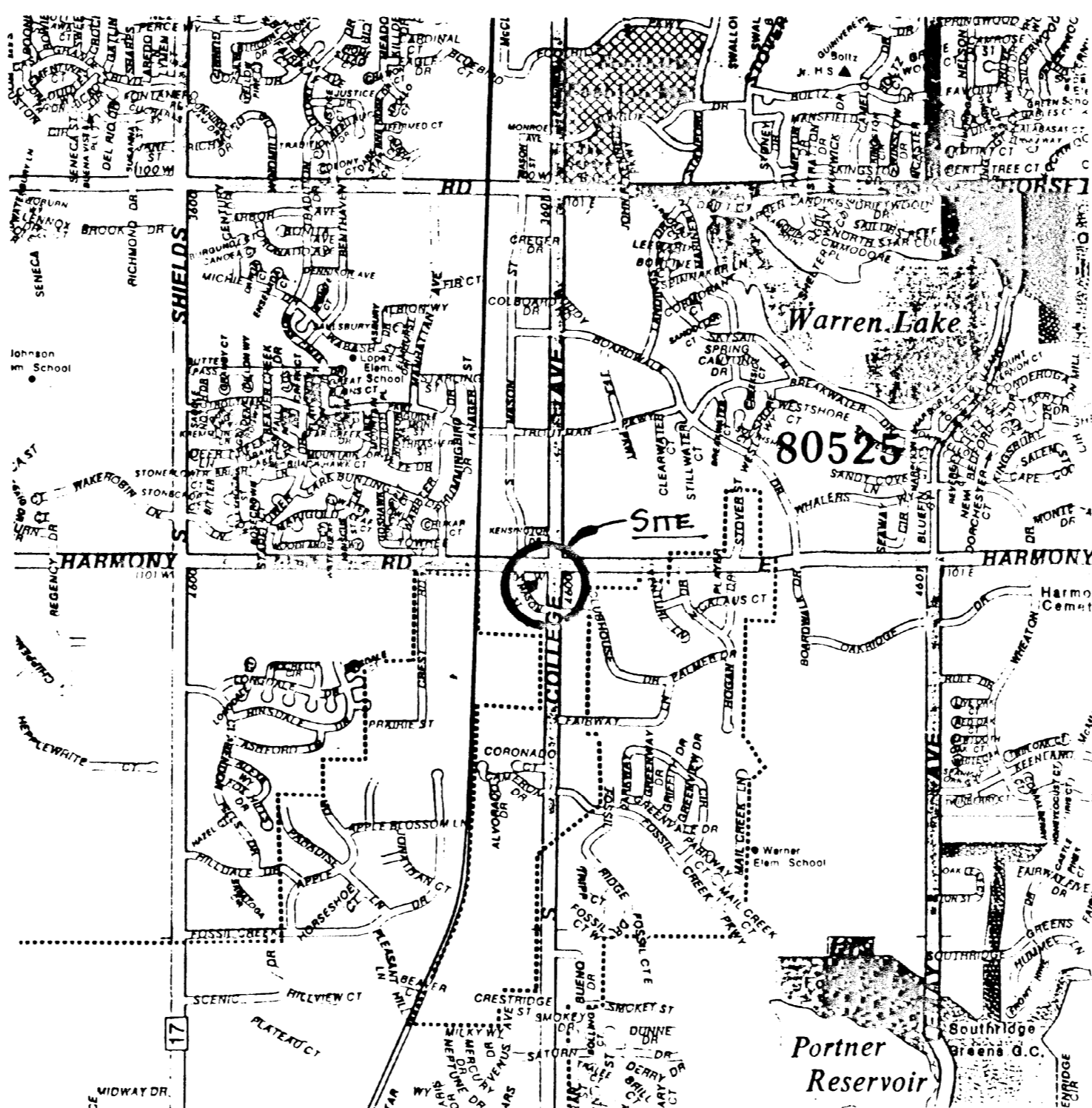
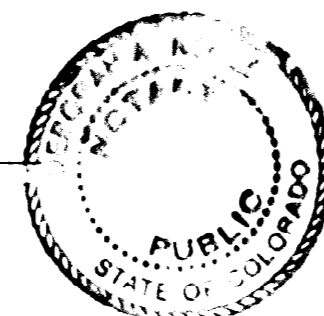
Angelo Mariani
By: Angelo Mariani As: General Partner

STATE OF COLORADO)
CITY OF DENVER) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of March, 2001, by Angelo Mariani as General Partner of Matmar Ft. Collins Partnership, a Colorado General Partnership.

Witness my hand and official seal.
My commission expires September 15, 2003

Rebecca A. Woble
Notary Public



VICINITY MAP
SCALE: 1" = 1000'

CERTIFICATE OF DEDICATION:

The undersigned does hereby dedicate and convey to and 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 streets are inspected and accepted by the City Engineer. All maintenance of the above described streets shall be performed by the undersigned (and his/her successors in interest) until such time as the City expressly assumes, in writing, the duty of such maintenance.

MAINTENANCE GUARANTEE:

The undersigned, and its successors and assigns, hereby warrants and guarantees to the City of Fort Collins, for a period of two (2) years from the date of 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 repair is made in accordance with the 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 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 with 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 first acceptance 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, resulting from failures caused by design and/or construction defects. This agreement 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. I further warrant that I have the right to convey said land according to this plat and hereby bind myself and the owners subsequent in title.

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 INCLUDE, WITHOUT LIMITATION, THE DEVELOPMENT AGREEMENT, SITE AND LANDSCAPE COVENANTS, FINAL SITE 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 examination of 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.

Angelo Mariani Esq.
Attorney
Address: 303- East 17th Avenue - Suite 505
Denver Colorado 80203

Registration No.: admitted to the State Bar of New York

PLANNING CERTIFICATION:

Approved by the Director of Current Planning of the City of Fort Collins, Colorado this 27th day of April, 2001.

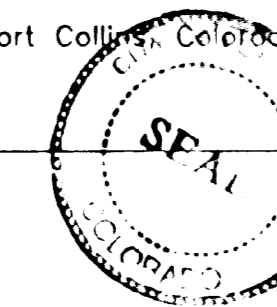
James J. [Signature]
Director of Current Planning



APPROVED AS TO FORM:

By the City Engineer of the City of Fort Collins, Colorado this 30th day of April, 2001.

Camryn Lair
City Engineer



THE NEW MERCER DITCH COMPANY APPROVAL:

Approved by The New Mercer Ditch Company this 4 day of April, 2001.

[Signature]
President

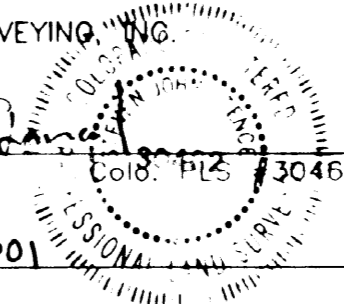
SURVEYOR'S CERTIFICATE:

"I, Steven John Stencel, a registered land surveyor under the laws of the State of Colorado, being duly sworn on his oath, deposes and says: "On the basis of my knowledge, information and belief, that the survey and plat of ARBOR PLAZA SOUNDTRACK CAR AUDIO INSTALL to the City of Fort Collins, County of Larimer, State of Colorado, were made under his supervision; that said plat is an accurate delineation of said survey; that he has read statements thereon; and that the same are true of his knowledge."

INTERMILL LAND SURVEYING, INC.

Steven John Stencel
Steven John Stencel
Gold. PLS #30462

Date: 3-20-2001



GENERAL NOTES:

- Basis of Bearings: The North line of the Northeast Quarter of Section 2, Township 6 North, Range 69 West as monumented by this survey is assumed to bear South 89°56'49" West.
- Maintenance of storm drainage facilities within the rights of way shall be the responsibility of the City of Fort Collins.
- (Meas.) = Measured bearing and/or distance
(Rec.) = Record bearing and/or distance
(M & R) = Measured and Record bearing and/or distance
(Calc.) = Calculated bearing and/or distance
- Client: Matmar Ft. Collins Partnership
3151 South Vaughn Way
Aurora, CO. 80014

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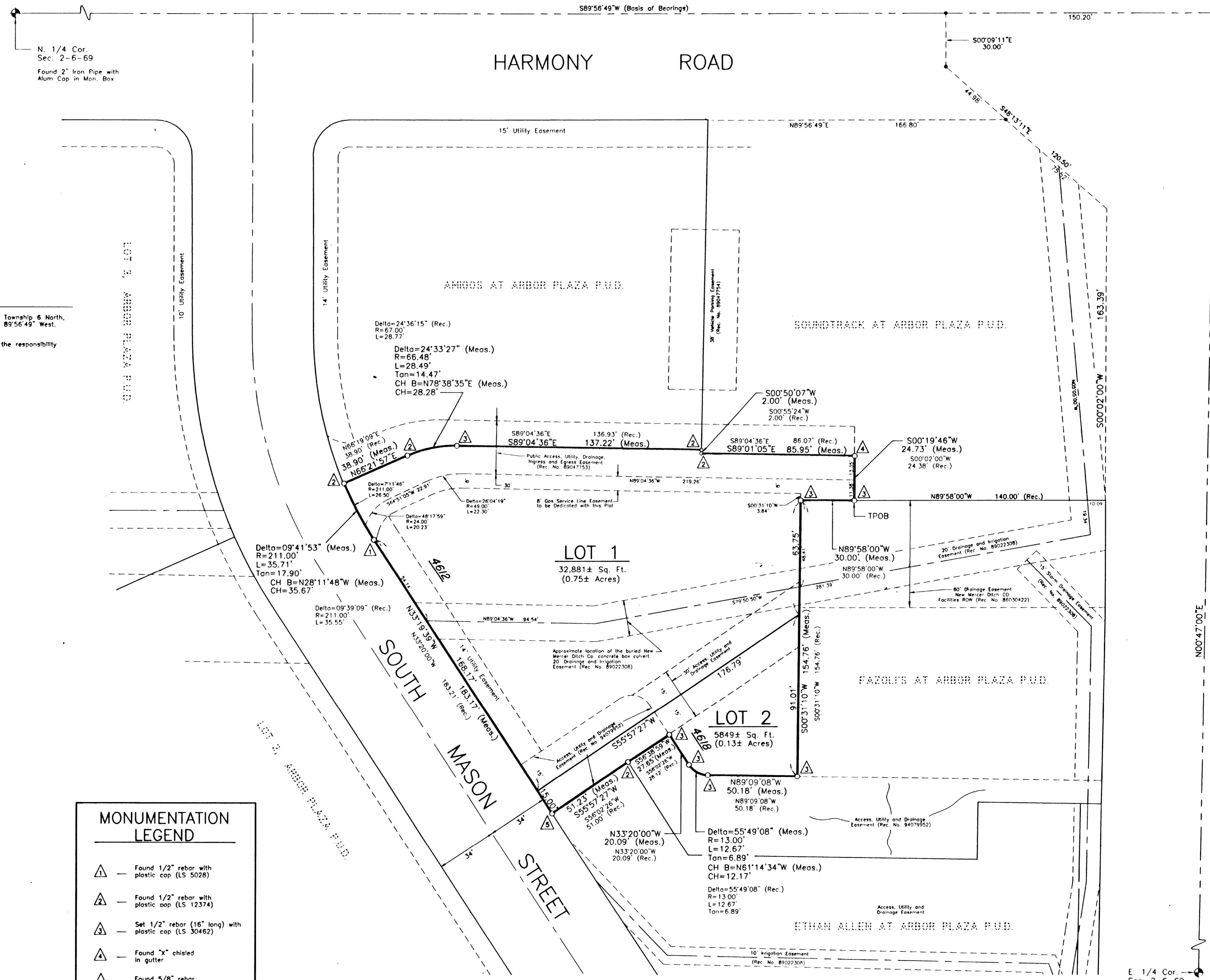
FINAL PLAT

ARBOR PLAZA SOUNDTRACK CAR AUDIO INSTALL

SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT
COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.

SHEET 2 OF 2

NE. Cor. Sec. 2-6-69
Found 2" Iron Pipe with Alum. Cap in Mon. Box

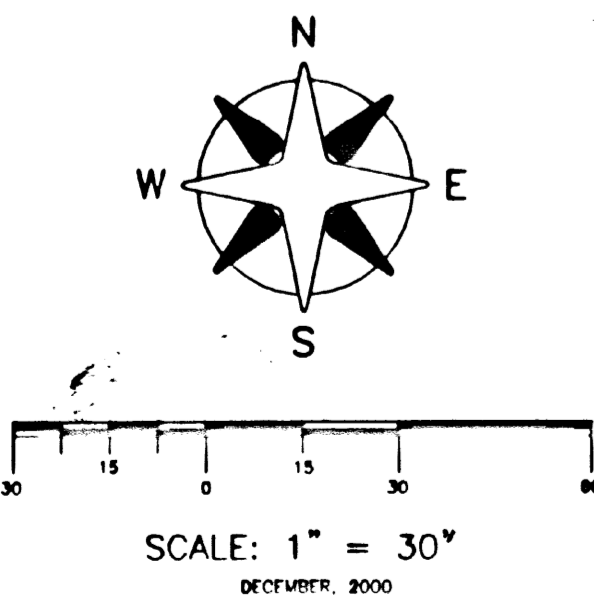


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4. Client: Matmar- Ft. Collins Partnership
3151 South Vaughn Way
Aurora, CO. 80014

MONUMENTATION LEGEND

- △ — Found 1/2" rebar with plastic cap (LS 5028)
- △ — Found 1/2" rebar with plastic cap (LS 12374)
- △ — Set 1/2" rebar (16" long) with plastic cap (LS 30462)
- △ — Found "x" chisled in gutter
- △ — Found 5/8" rebar (no cap)



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.

INTERMILL LAND SURVEYING, INC.
 1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0516 / FAX (970)-635-9775

REVISIONS: _____ BY: _____ DATE: _____
 _____ BY: _____ DATE: _____

DATE: 12-6-00 DRAWN BY: SJS
 SCALE: 1" = 30" CHECKED BY: _____
 APPROVED BY: _____

CLIENT: **MATMAR, FT. COLLINS PARTNERSHIP**

PROJECT TITLE: **ARBOR PLAZA SOUNDTRACK CAR AUDIO INSTALL**
 FORT COLLINS, COLORADO

SHEET NO. **2** NO. OF SHEETS **2** PROJECT NO. **P-99-4410**

This unofficial copy was downloaded on Jul-20-2019 from the City of Fort Collins Public Records Website: <http://citydocs.fcgov.com>
For additional information or an official copy, please contact Engineering Office 281 North College Fort Collins, CO 80521 USA

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