

E-87 2253

FINAL PLAT ELIZABETH STREET APARTMENTS A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

STATEMENT OF OWNERSHIP, SUBDIVISION AND DEDICATION.

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED BEING ALL THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED LAND TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF FT. COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 15 AS BEARING N89°23'40"W FROM A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 15 TO A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX AT THE CENTER QUARTER CORNER OF SAID SECTION 15 AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 15, N89°23'40"W, A DISTANCE OF 1,359.05 FEET;
THENCE N00°08'25"E, A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY OF ELIZABETH STREET;
THENCE ON SAID NORTHERLY RIGHT OF WAY, N89°23'40"W, A DISTANCE OF 627.42 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING ON SAID NORTHERLY RIGHT OF WAY N89°23'40"W, A DISTANCE OF 374.18 FEET;
THENCE N12°31'57"E, A DISTANCE OF 158.98 FEET;
THENCE N52°31'57"E, A DISTANCE OF 120.00 FEET;
THENCE N65°31'57"E, A DISTANCE OF 120.00 FEET;
THENCE S87°13'54"E, A DISTANCE OF 112.77 FEET;
THENCE S02°27'19"E, A DISTANCE OF 87.59 FEET;
THENCE S12°28'50"E, A DISTANCE OF 87.04 FEET;
THENCE S00°00'21"W, A DISTANCE OF 103.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 83,842 SQUARE FEET (1.925 ACRES).

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 ELIZABETH STREET APARTMENTS, 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.

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.

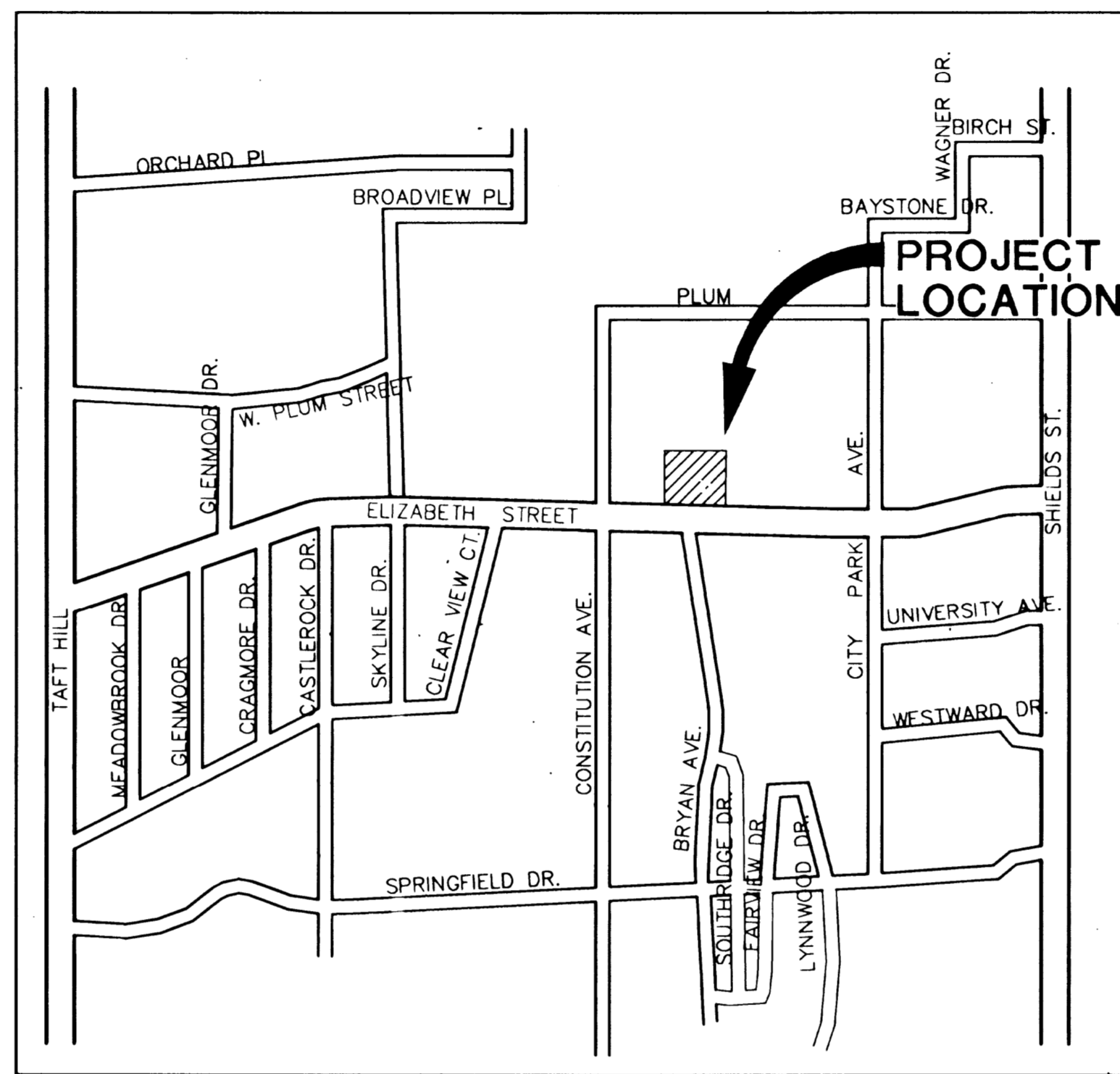
IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT AND OTHER VALUABLE CONSIDERATION, THE UNDERSIGNED DOES HEREBY AGREE TO HOLD THE CITY OF FORT COLLINS, COLORADO, HARMLESS FOR A FIVE (5) YEAR PERIOD, COMMENCING UPON THE DATE OF COMPLETION AND FIRST ACCEPTANCE BY THE CITY OF THE IMPROVEMENTS CONSTRUCTED 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.



VICINITY MAP
NTS

OWNER: ELIZABETH STREET HOUSING INVESTORS, LP

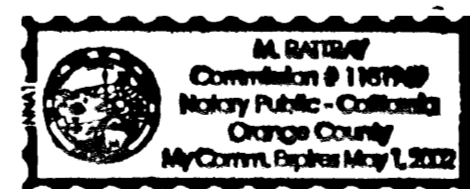
BY: Deborah A. Willard
DEBORRAH A. WILLARD, PRESIDENT
AFFORDABLE HOUSING ALLIANCE II, INC.
IT'S GENERAL PARTNER

STATE OF CALIFORNIA } S.S.
COUNTY OF ORANGE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF July, 2001

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: JULY 1, 2002

N. Wetton
NOTARY PUBLIC



LIENHOLDER: SHS CAPITAL, LP

BY: Bloom Murr + Accomazzo P.C. as its ATTORNEY IN FACT
STATE OF COLORADO } S.S.
COUNTY OF DENVER }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF July, 2001

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: 12/20/04

Jessica A. Stewart
NOTARY PUBLIC

NOTICE:
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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S STATEMENT.

I, DAVID P. ROBERTS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF ELIZABETH STREET APARTMENTS WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE MAP HEREON ACCURATELY AND PROPERLY SHOWS THE TRUE POSITION.

David P. Roberts
DAVID P. ROBERTS, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 328
FOR AND ON BEHALF OF BLOOM MURR + ACCOMAZZO ENGINEERING, LLC

20 JUL 01
DATE

ENGINEERING CERTIFICATE.

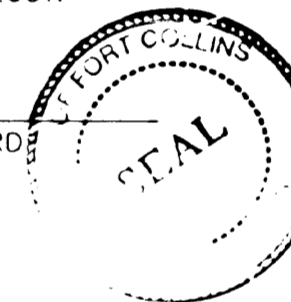
APPROVED BY THE CITY ENGINEER OF THE CITY OF FORT COLLINS, COLORADO THIS 20th DAY OF July, A.D., 2001.

David H. Hines
CITY ENGINEER

PLANNING APPROVAL CERTIFICATE.

APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF FORT COLLINS, COLORADO THIS 7th DAY OF June, A.D., 2001.

Samuel D. ...
SECRETARY OF THE PLANNING AND ZONING BOARD



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.

Bloom Murr + Accomazzo P.C.
ATTORNEY BY: Eric P. Accomazzo
ADDRESS: 410 17th St. #2400, Denver, CO
REGISTRATION NO.: 10890 80202

IRRIGATION COMPANY

LARIMER NO. 2 IRRIGATION COMPANY

Samuel F. ...
PRESIDENT

ELIZABETH STREET APARTMENTS
PROJECT NO. 9212.02
DATE: 7/10/01
SHEET 1 OF 2

J-R ENGINEERING
A Subsidiary of Westlan

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www.jrengineering.com

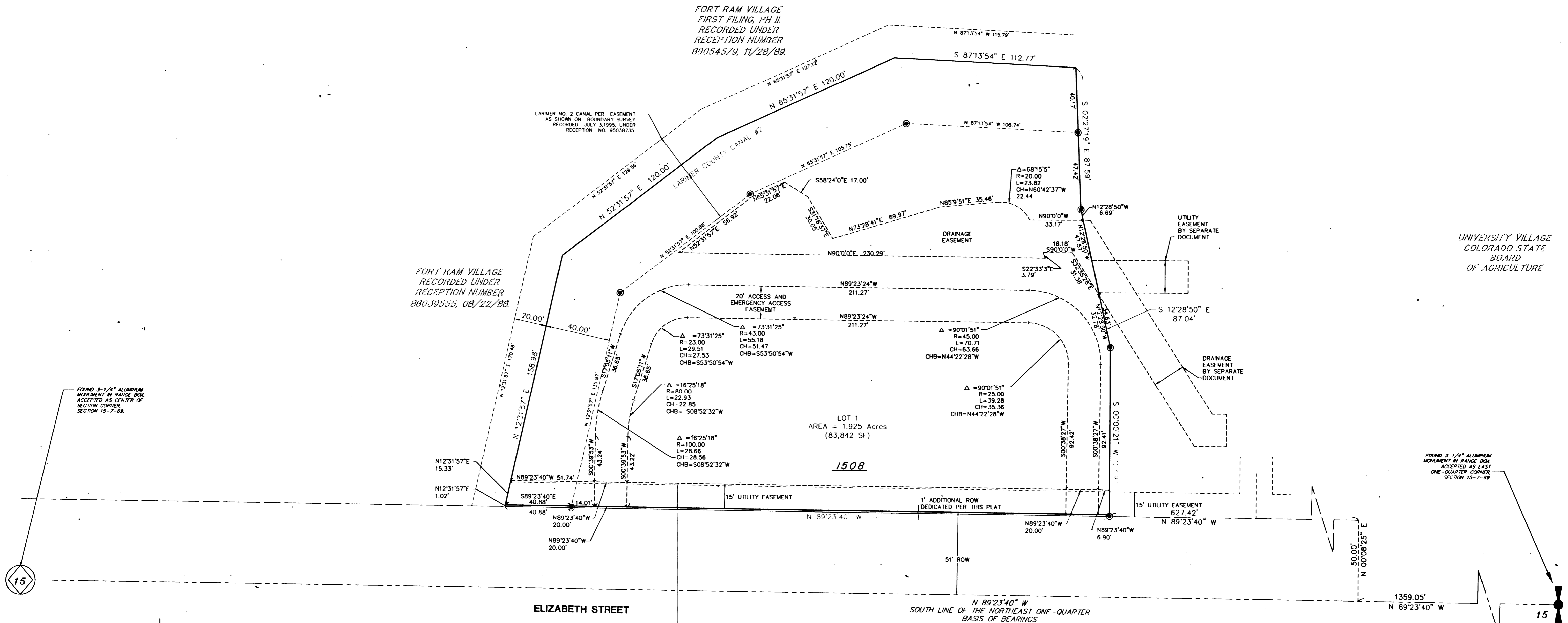
FINAL PLAT ELIZABETH STREET APARTMENTS

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TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE 6TH P.M.,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

FORT RAM VILLAGE
FIRST FILING, PH II
RECORDED UNDER
RECEPTION NUMBER
89054579, 11/28/89

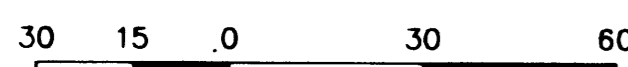
FORT RAM VILLAGE
RECORDED UNDER
RECEPTION NUMBER
88039555, 08/22/88

UNIVERSITY VILLAGE
COLORADO STATE
BOARD
OF AGRICULTURE



FOUND 3-1/4\"/>

FOUND 3-1/4\"/>



SCALE: 1" = 30'

LEGEND

● RECOVERED MONUMENTATION
#4 REBAR W/BLEUE PLASTIC CAP
STAMPED "RBD LS 27596" (TYP)

NOTE:

PROPERTY CORNERS FOR WEST & NORTH PROPERTY LINE
FALL WITHIN EXISTING IRRIGATION CANAL AND ARE NOT
BEING SET AS PART OF THIS FINAL PLAT.

ELIZABETH STREET APARTMENTS
PROJECT NO. 9212.02
DATE: 7/10/01
SHEET 2 OF 2

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