

AFFORDABLE ROOFING SUBDIVISION

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.

APRIL 2014

STATEMENT OF OWNERSHIP AND SUBDIVISION:

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

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

Considering the North line of the Northeast Quarter of the Northeast Quarter of said Section 14 as bearing North 88°44'46" East, and with all bearings contained herein relative thereto; Commencing at the Southeast corner of the tract of land conveyed by deed recorded in Book 1397 at Page 566 of the records of the Larimer County Clerk and Recorder which said corner bears Southerly from the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 14, Township 6 North, Range 69 West of the 6th P.M., on the West line of said Northeast Quarter of the Northeast Quarter a distance of 657.2 feet and again departing from the West line of said Northeast Quarter of the Northeast Quarter North 88°42' East to a point which is 660.26 feet West of the East line of said Northeast Quarter of the Northeast Quarter and running thence North 00°07'15" West, 270.14 feet to the True Point of Beginning, thence South 88°42'00" West 302.01 feet; thence North 00°04'15" West, 388.38 feet; thence North 88°44'46" East, 301.67 feet to the Northeast Corner of a tract of land recorded in Book 1397 at page 566 of the records of the Larimer County Clerk and Recorder; thence, along the East line of said tract South 00°07'15" East, 388.12 feet to the True Point of Beginning.

which above described tract contains 2.485 acres, more or less

for themselves and their successors in interest (collectively, "Owner") 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 217 WEST TRILBY ROAD 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:

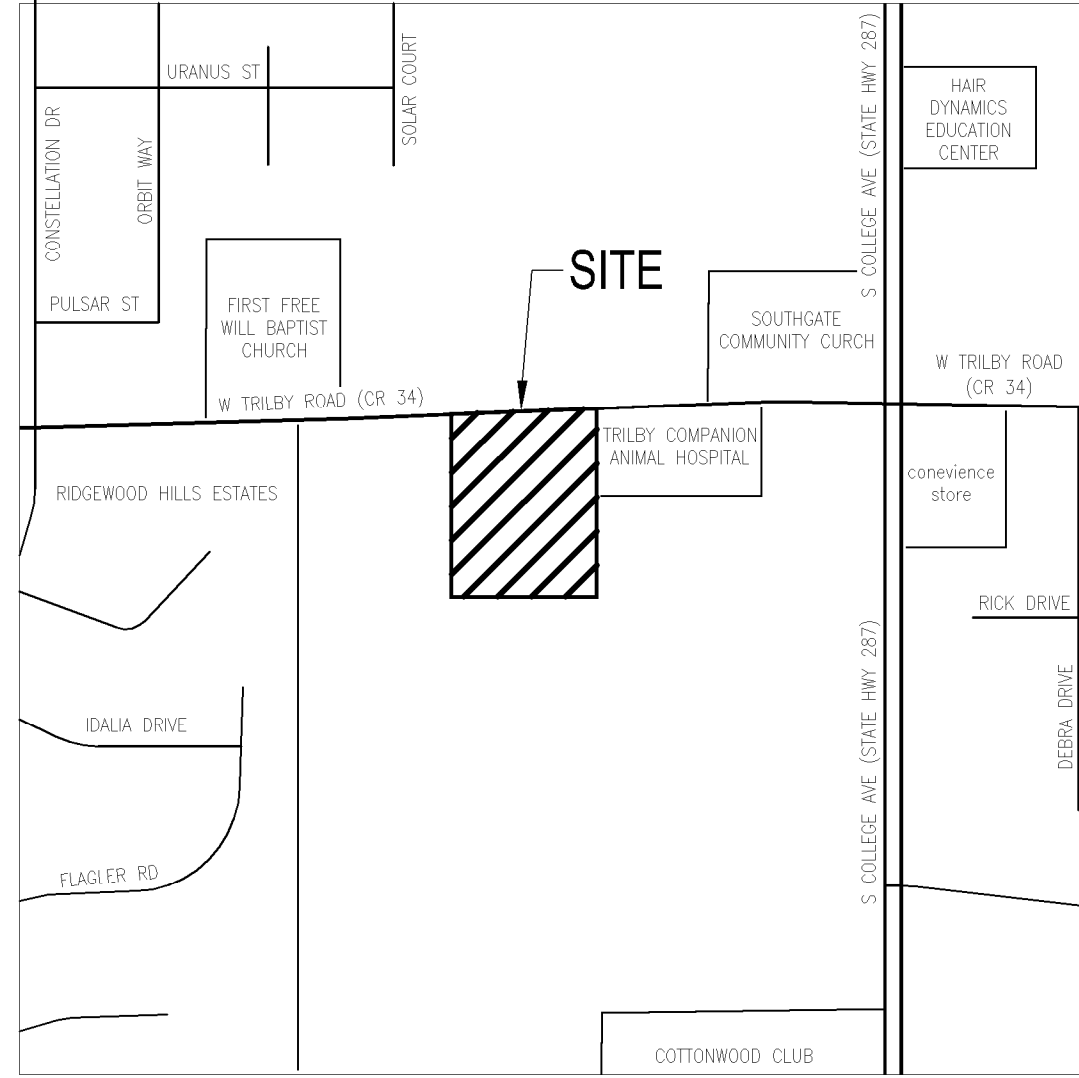
The Owner hereby warrants and guarantees to the City, for a period of two (2) years from the date of completion and first acceptance by the City of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the Development which is the subject of this Plat. This warranty and guarantee is made in accordance with the City Land Use Code and/or the Transitional Land Use Regulations, as applicable. This guarantee applies to the streets and all other apartment 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 unrepaired 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 harmless for a five (5) year period, commencing upon the date of completion and first acceptance by the City of the improvements to be constructed in connection with the development which is the subject 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 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.



VICINITY MAP
SCALE 1"=400'
NORTH

OWNER/DEVELOPER
217 WEST TRILBY LLC/TROY JENNINGS
217 WEST TRILBY ROAD
FORT COLLINS, COLORADO 80528
PH: (970) 207-0000 MOBILE: (970) 481-8710

ENGINEERS PLANNERS SURVEYORS GEOTECHNICAL
JR ENGINEERING, LLC
ATTN: TM HALOPOFF, PE
2900 SOUTH COLLEGE AVENUE, SUITE 30
FORT COLLINS, CO 80525
PH: (970) 490-9888

LIENHOLDER: 217 WEST TRILBY LLC

FOR 217 WEST TRILBY LLC

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, AD., _____

ENTER PUBLIC NOTARY NAME HERE
Witness my hand and official seal.
My commission expires _____

Notary Public
Address

OWNER: JAMES P. SIMPSON

MR. JAMES P. SIMPSON

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, AD., _____

ENTER PUBLIC NOTARY NAME HERE
Witness my hand and official seal.
My commission expires _____

Notary Public
Address

OWNER: TROY JENNINGS

MR. TROY JENNINGS

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, AD., _____

ENTER PUBLIC NOTARY NAME HERE
Witness my hand and official seal.
My commission expires _____

Notary Public
Address

Notice Of Other Documents:

All persons take notice that the Owner has executed certain documents pertaining to this Development which create certain rights and obligations of the Development, the Owner and/or subsequent Owners of all or portions of the Development site, many of which obligations constitute promises and covenants that, along with the obligations under this Plat, 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 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 Section 2.2.3(C)(3)(f) of the Land Use Code.

Attorney: _____
Address: _____

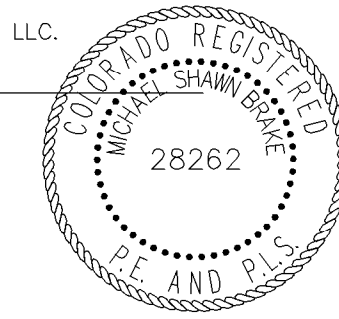
Registration No.: _____

SURVEYOR'S STATEMENT:

I, Michael Shawn Brake, a Colorado Registered Professional Engineer and 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.

for and on behalf of JR Engineering, LLC.

By: Michael Shawn Brake, PE & PLS
Colorado P.E. & L.S. 28262



APPROVED AS TO FORM, CITY ENGINEER:

By the City Engineer of the City of Fort Collins, Colorado this _____ day of _____, A.D., _____

City Engineer

PLANNING APPROVAL:

By the Director of Planning the City of Fort Collins, Colorado this _____ day of _____, A.D., _____

Director of Planning

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.

Survey notes:

Basis of Bearings: Assumed the North line of the Northeast 1/4 of Sec. 14 as bearing North 88°44'46" East; said line being monumented as shown hereon.

Units:

Lineal units depicted hereon are U.S. Survey Feet with a conversion factor of 39.37/12 feet = 1 Meter exactly.

Existing Easements:

Research to determine the location of existing easements and rights of way depicted hereon was conducted by the undersigned land surveyor.

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.

IRRIGATION DITCH EASEMENTS SHOWN ARE HEREBY ACCEPTED BY THE NORTH LOUDEN DITCH COMPANY

MR. JACK FETIG, PRESIDENT
FOR NORTH LOUDEN DITCH COMPANY

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, AD., _____

Witness my hand and official seal.
My commission expires _____

Notary Public
Address

AFFORDABLE ROOFING INC.
217 WEST TRILBY ROAD
FORT COLLINS, CO 80525
JOB NO. 39685.00
APRIL 24, 2014
SHEET 1 OF 2



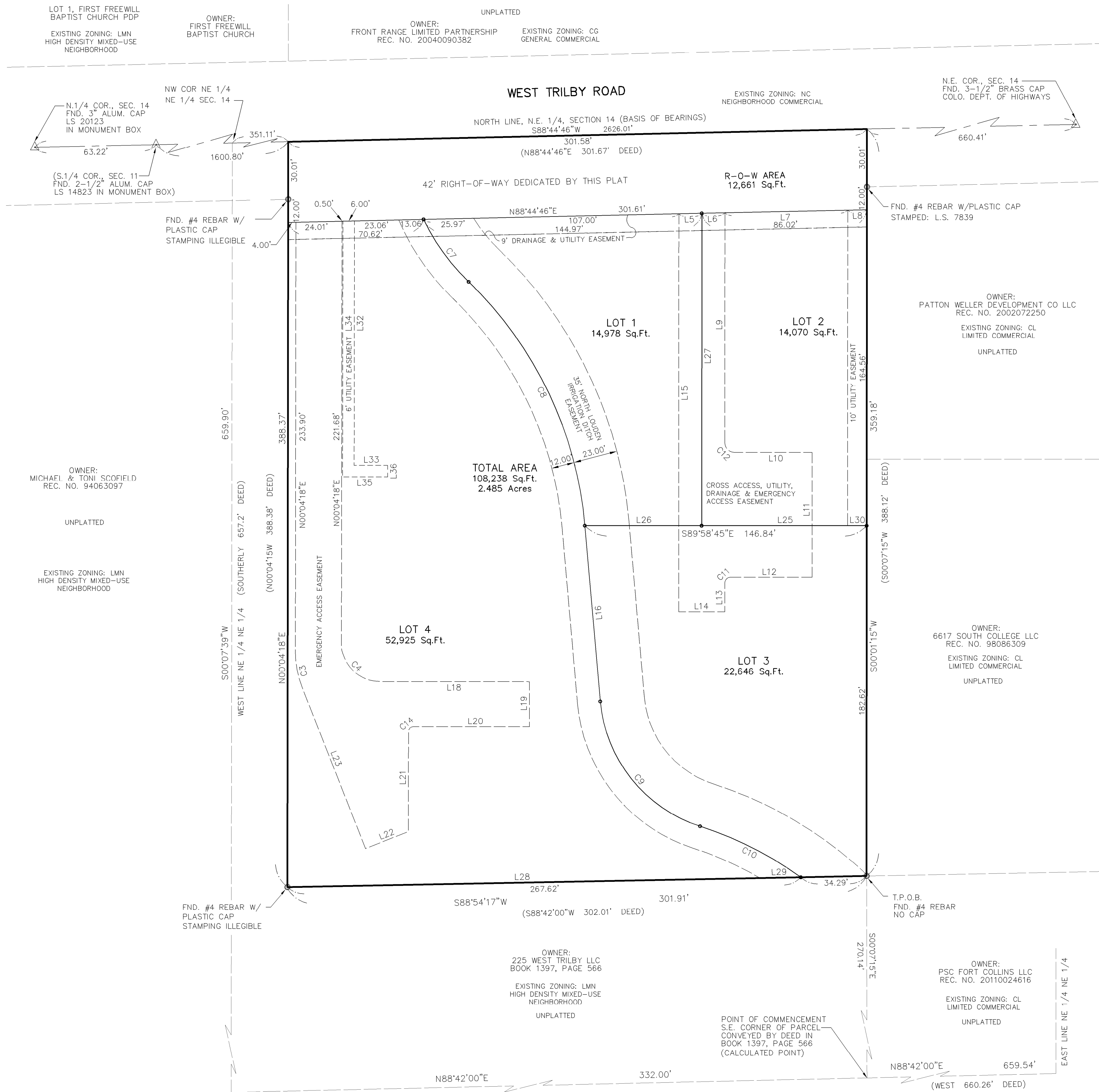
Centennial 303-740-9393 Colorado Springs
719-593-2593 Fort Collins 970-491-9888
www.jrengineering.com

AFFORDABLE ROOFING SUBDIVISION

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF
SECTION 14, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.
APRIL 2014

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S88°44'46"W	12.00'
L6	S88°44'46"W	12.00'
L7	S88°44'46"W	64.02'
L8	S88°44'46"W	10.00'
L9	N00°01'15"E	119.92'
L10	N89°58'45"W	40.48'
L11	N00°00'00"E	65.00'
L12	S89°58'33"E	42.50'
L13	N00°01'15"E	15.00'
L14	S89°58'45"E	24.00'
L15	S00°01'15"W	207.38'
L16	S05°00'14"E	92.01'
L18	N89°55'42"W	78.00'
L19	N00°04'18"E	23.50'
L20	S89°55'42"E	60.50'
L21	N00°04'18"E	52.23'
L22	N68°32'21"E	24.00'
L23	S21°27'39"E	90.42'
L25	S89°58'45"E	86.00'
L26	S89°58'45"E	60.84'
L27	S00°01'15"W	162.65'
L28	N88°54'17"E	246.30'
L29	N88°54'17"E	21.32'
L30	S89°58'45"E	10.00'
L32	N00°04'18"E	127.39'
L33	N90°00'00"W	17.50'
L34	N00°04'18"E	133.39'
L35	N90°00'00"W	23.51'
L36	S00°00'00"E	6.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C3	21°31'56"	50.00'	18.79'	S10°41'41"E 18.68'
C4	90°00'00"	20.00'	31.42'	S44°55'42"E 28.28'
C7	20°16'03"	114.05'	40.34'	S35°51'12"E 40.13'
C8	40°58'59"	200.85'	143.66'	N25°29'44"W 140.62'
C9	67°12'22"	75.26'	88.28'	S38°36'25"E 83.30'
C10	18°06'57"	186.83'	59.07'	N63°09'08"W 58.83'
C11	90°00'12"	3.00'	4.71'	N45°01'21"E 4.24'
C12	90°00'00"	5.00'	7.85'	N44°58'45"W 7.07'
C14	90°00'00"	2.50'	3.93'	N45°04'18"E 3.54'



LEGEND:

- MONUMENT FOUND AS DESCRIBED
- SET #5 REBAR W/YELLOW PLASTIC CAP PE/LS 28262

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

AFFORDABLE ROOFING INC.
217 WEST TRILBY ROAD
FORT COLLINS, CO 80525
JOB NO. 39685.00
APRIL 24, 2014
SHEET 2 OF 2



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