# RED BARN SUBDIVISION FINAL PLAT FILING NO. 2 REPLAT A

LOTS 6-9, BLOCK 40; LOTS 1-3, BLOCK 42; LOTS 9-20, BLOCK 43; AND OUTLOT K, RED BARN SUBDIVISION FINAL PLAT FILING NO. 2; SITUATE IN THE EAST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

#### LAND USE TABLE **ACRES** LAND USE **OWNERSHIP** MAINTENANCE FEET Block 1 (12 Lots) 172,003.5 Residential and 13-32 Development Block 2 (3 Lots) 29,286.9 Century Land Holdings Residential 29,506.3 Century Land Holdings Residential Number 3 Outlet Ditch Buffer Red Barn Metropolitan District Outlot A 11,273.7 0.259 Red Barn Metropolitan District Open Space Dedicated Hereby Number 3 Outlet Ditch Buffer Red Barn Metropolitan District Outlot B 6,999.0 Red Barn Metropolitan District Open Space Dedicated Hereby 20,225.9 Red Barn Metropolitan District Red Barn Metropolitan District

DII	IRPO	SE	$\cap$ $F$		DΙ	ΛТ.
	, , , , , , ,	, , , ,	()	11 1		Λι.

The purpose behind this replat is to provide a 15' wide strip of land at the south end of the existing subdivision for the Number 3 Outlet Ditch Company for access and maintenance of their appurtenances.

The only lot changes was to remove said 15' wide strip of land from each affected parcel. Frontages were not modified at all.

CERTIFICATE (	OF FINAL	STAFF	RFVIFW	AND	APPROVAL.
O =	O	0 . ,		,	,

The Final Plat shown hereon has been reviewed and approved by the Town of Mead staff, with submittal thereafter to the Board of Trustees for acceptance by ordinance, this

# CERTIFICATE OF ACCEPTANCE BY DISTRICT

The dedications of outlots as shown and described hereon are accepted by the Red Barn Metropolitan District for ownership and maintenance.

Red Barn Metropolitan District

# TOWN ENGINEER CERTIFICATE:

Approved as to form by the Town Engineer of the Town of Mead, Colorado, this

Town Engineer

# CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

This Final Plat map of RED BARN SUBDIVISION FINAL PLAT FILING NO. 2 REPLAT A a Subdivision in the Town of Mead, Colorado, is approved and , passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado, held on, accepted by Ordinance No.

as Reception No. , in the records of the Clerk and Recorder , 2024, and recorded on, of Weld County. The dedications of public streets, public rights-of-way, parks open spaces, public easements and other places designated or described for public uses as shown hereon and such other easements shown hereon for the purposes shown are hereby accepted. All conditions, terms and specifications designated or described herein shall be binding on the owner, its heirs, successors and assigns.

All expenses incurred with respect to improvements for all utility services, paving of streets, grading, landscaping, curbs, gutters, sidewalks, walkways, road lighting, road signs, flood protection devices, drainage structures, and other improvements that may be required to service the subdivision shall be the responsibility of the owner(s) and not the Town. The construction of improvements benefiting the subdivision and the assumption of maintenance responsibility for said improvements by the Town or others shall be subject to a separate Subdivision Improvement Agreement.

This acceptance of the Final Plat does not guarantee that the soil conditions, surface geology, groundwater conditions or flooding conditions of any lot shown hereon are such that a building permit will be issued for that lot.

ATTEST: Town Clerk

### CERTIFICATE OF OWNERSHIP AND DEDICATION:

The undersigned are the owners of certain lands in Mead, Colorado, described herein, and by this plat, as applicable: (1) have caused said land to be subdivided into lots, blocks, tracts, streets, or other designated parcels, as applicable, under the name of RED BARN SUBDIVISION FINAL PLAT FILING NO. 2 REPLAT A; (2) hereby dedicate to the Town of Mead ("Town"), in fee simple absolute with marketable title, all streets, roadways, and additions thereto depicted or by note or notation referenced hereon (unless of prior record or designated hereon as "private"), for public road and associated purposes; (3) further dedicate and grant unto the Town such easements as are depicted or by note or notation referenced hereon (except those of prior record), for the uses and purposes so indicated, either directly or through applicable service providers, along with the perpetual right of ingress and egress from and to adjacent properties for the purpose named on the easement, including as applicable the installation, maintenance and replacement of utility lines and/or facilities or services consistent with the easement's purpose; and (4) acknowledge the following: a) notations or references to "R.O.W." or "Right-of-Way," with regard to streets or street widths, are not intended to imply an easement or other interest less than fee simple, and all streets, roads, lanes, drives, courts, and similarly-designated ways intended to be dedicated by this plat are dedicated in fee simple; b) the Town does not accept any duty of maintenance of the easements, or of improvements in the easements that are not owned by the Town, and further reserves its rights to remove or require the owner(s) to remove, at the expense of the owner(s), any objects in the easements that interfere with their use and enjoyment for their intended purpose; c) the rights granted to the Town by this plat inure also to the benefit of its agents, licensees, permittees and assigns; d) all conditions, terms, warranties, representations, and specifications designated or described herein shall be binding on the owner(s) and the heirs, successors and assigns of the owner(s); and e) the signature hereon of any representative of a partnership, limited liability company, or corporate entity, as applicable, indicates that all required approvals have been

Lots 6, 7, 8, and 9, Block 40; Lots 1, 2, and 3, Block 42; Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 43; and Outlot K of Red Barn Subdivision Final Plat Filing No. 2, located in the East Half of Section 24, Township 3 North, Range 68 West of the 6th P.M., Town of Mead, County of Weld, State of Colorado,

## Thus-described Final Plat contains 6.18 acres, more or less, together with and subject to all easements and rights-of-way existing and/or of public record.

In witness whereof, we have hereunto set our hand(s) and seal(s) this	day of	, 2024
13-32 Development LLC		
Name:		

STATE OF COLORADO

The forgoing instrument was acknowledged before me this of 13-32 Development LLC, a

Colorado Limited Liability Company.

Witness my hand and official seal. My commission expires:

Century Land Holdings, LLC

STATE OF COLORADO

COUNTY OF The forgoing instrument was acknowledged before me this of Century Land Holdings,

LLC, a Colorado Limited Liability Company.

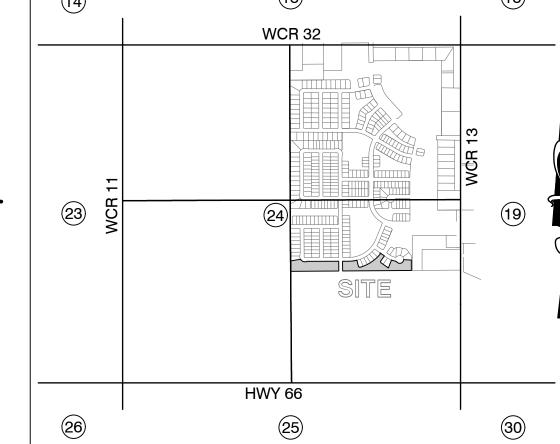
Witness my hand and official seal. My commission expires:

Notary Public

ATTEST: Red Barn Metropolitan District

BASIS OF BEARINGS STATEMENT:

Bearings are based upon the record bearing of North 89°11'27" East on the South Line of Red Barn Subdivision Final Plat Filing No. 2 as per the plat recorded May 11, 2021, under Reception No. 4713905 in the real property records of the Weld County Clerk and Recorder's Office. Note: Monumentation of said line is shown hereon.



### PLAT NOTES:

- 1. Title Commitment was not furnished to Intermill Land Survey, Inc. Easements and/or Rights of Way shown are based upon previous platting of this
- 2. The entire subject property is located with Zone X (Areas of minimal flooding) of the FEMA FIRM Community Panel No. 08123C1880E, effective date
- Maintenance Guarantee: The owner of the property shown hereon ("Owner") hereby warrants and guarantees to the Town, for a period of two (2) years from the date of completion and Conditional Acceptance by the Town of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the development of the property that is the subject of this Plat. This warranty and guarantee is made in accordance with the Town of Mead Municipal Code, Section 16-4-130(h) and the Town's Design Standards and Construction Specifications, as applicable and as may be amended from time to time. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the right-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

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 Town. The Owner shall also correct and repair, or cause to be correct 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 Town and all costs and charges billed to and paid by the Owner. The Town shall also have any other remedies available to it as authorized by law. Any damages that occurred prior to the end of said two (2) year period and are unrepaired at the termination of said period shall remain the responsibility of the Owner.

<u>Drainage Maintenance</u>: The Owner, its legal representatives, heirs, executors, administrators, successors in interest and assigns shall be jointly and severally liable and responsible for maintaining the structural integrity and operational functions of all drainage facilities located on the property shown hereon unless otherwise specified herein, including but not limited to private drainage facilities and public and private drainage easements. In the event the Owner fails to correctly maintain or repair any such drainage facilities within thirty (30) days after written notice thereof, then said corrections/repairs to said drainage facilities may be commenced and completed by the Town and all costs and charges billed to and paid by the Owner. The Town shall have the perpetual legal right to access the drainage facilities on the property shown hereon in order to commence and complete said corrections/repairs. The Town shall also have any other remedies available to it as authorized by law.

NOTE: This Subdivision was previously platted at:

• Red Barn Subdivision Final Plat Filing No. 2, recorded May 11, 2021, under Reception No. 4713905 in the Records of the Weld County Clerk and • Red Barn Subdivision Filing No. 1 Final Plat, recorded Aril 1, 2021, under Reception No. 4705175 in the Records of the Weld County Clerk and

Recorder's Office.

5. All Outlots are hereby dedicated to the Red Barn Metropolitan District for ownership and maintenance. Blanket easements are hereby dedicated and granted to the Town of Mead over, under, upon, and across all such Outlots for drainage, utility, and landscape purposes. An additional blanket easement is hereby dedicated and granted to Number 3 Outlet Ditch Company over, under, upon and across Outlot A and B for irrigation purposes. A public easement for pedestrian access purposes is hereby granted to the Town of Mead over, upon and across all Outlots in accordance with approved Landscape Plans and excluding oil and gas setback areas.

6. The southerly 11 feet of Outlots A and B are part of a 15-foot Prescriptive Easement dedicated via separate document.

7. An all-weather surface will be installed across Outlots A and B to ensure access to the Number 3 Outlet Ditch.

8. Lots 1, 2 and 3, Block 1 shall be unbuildable until such time as the oil/gas facilities (well head and tank batteries) are abandoned and no longer in use.

# SURVEYOR'S CERTIFICATE:

I, Steven John Stencel, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this map was made under my personal supervision and that this map is an accurate representation thereof. I further certify that the survey and this map comply with the Colorado Revised Statutes and the State Board of Registration for Professional Engineers and Professional Land Surveyors.

FOR AND ON BEHALF OF: INTERMILL LAND SURVEYING, INC. 1301 N. Cleveland Ave. Loveland, CO 80537 970-669-0516

Steven John Stencel Colo. LS 30462 Date:

NOTICE: Per the State of Colorado Board of Licensure for Architects, Professional Engineers, and Professional Land Surveyors Rule 6.2.2(D) the word "certify" as used hereon means an expression of professional opinion and does not constitute a warranty or guarantee, expressed or implied. The survey represented hereon has been performed by me or under my direct supervision in accordance with applicable standards of practice and is based upon my knowledge, information and belief.

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.

Red Barn Subdivison Final Plat Filing No. 2 Replat A

VICINITY MAP SCALE - 1"= 1500"

DRAWN BY: CHECKED BY: APPROVED BY: SJS

DATE: 2023.06.21 SCALE: N/A PROJECT NO.:

P-17-8375

