



ITEM NO 2
MEETING DATE Mar. 2, 2016
STAFF Clay Frickey

ADMINISTRATIVE HEARING OFFICER

STAFF REPORT

PROJECT: Harmony Ridge 3rd Replat, FDP150043

APPLICANT: Cody Geisendorfer
Quality Engineering LLC
2637 Midpoint Dr.
Fort Collins, CO 80525

OWNERS: Post Modern Development, Inc.
144 N Mason St.
Unit 4
Fort Collins, CO 80524

PROJECT DESCRIPTION:

This is a request for a combined project development plan/final plan to replat Lot 11 of the Harmony Ridge PUD third replat to create six individual townhouse lots. The lot was originally platted for condominium units. The site contains .26 acres and is located on the southwest corner of Prairie Ridge & Morning Dove Drives. The project is located in the Low Density Mixed-Use Neighborhood (LMN) zone district.

RECOMMENDATION: Staff recommends approval of Harmony Ridge 3rd Replat, FDP150043.

EXECUTIVE SUMMARY:

Staff finds the proposed Harmony Ridge 3rd Replat Project Development Plan/Final Plan complies with the applicable requirements of the City of Fort Collins Land Use Code (LUC), more specifically:

- The Project Development Plan/Final Plan complies with the process located in Division 2.2 – Common Development Review Procedures for Development Applications of Article 2 – Administration.
- The Project Development Plan/Final Plan complies with relevant standards of Article 3 – General Development Standards.

- The Project Development Plan/Final Plan complies with relevant standards located in Division 4.5, Low Density Mixed-Use Neighborhood (LMN) of Article 4 – Districts.

COMMENTS:

1. Background

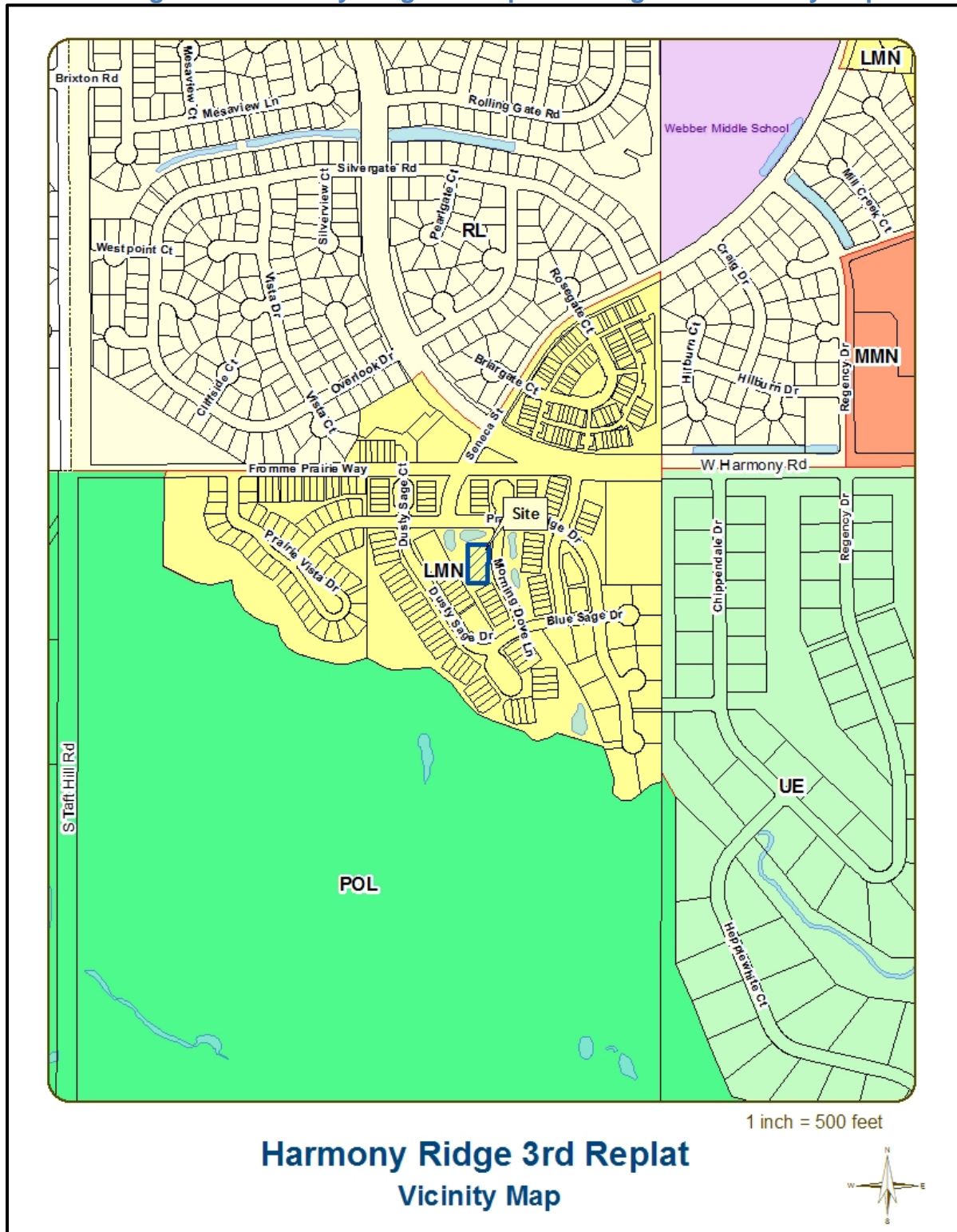
The property was annexed into the City as part of the Harmony-Taft Hill Annexation on April 4, 1989. The lot was originally created as part of the Harmony Ridge PUD, which was approved March 11, 1999. While the majority of Harmony Ridge was built out upon approval, a couple of lots remain undeveloped including this lot seeking a replat. The original Harmony Ridge subdivision plat showed the lot platted for condominiums. The applicant is replatting to create 6 townhouse lots.

The surrounding zoning and land uses are as follows:

Direction	Zone District	Existing Land Uses
North	Low Density Mixed-Use Neighborhood (LMN)	Single-family attached residential, gas station, medical office, retail
South	Low Density Mixed-Use Neighborhood (LMN), Public Open Lands (POL)	Single-family attached residential, open space
East	Low Density Mixed-Use Neighborhood (LMN), Urban Estate (UE)	Single-family attached residential , single-family detached residential
West	Low Density Mixed-Use Neighborhood (LMN), Public Open Lands (POL)	Single-family attached residential, open space

A zoning and site vicinity map is presented on the following page.

Figure 1: Harmony Ridge 3rd Replat Zoning & Site Vicinity Map



2. Compliance with Article 3 of the Land Use Code – General Development Standards:

The project complies with all applicable General Development Standards as follows:

A. *Section 3.2.3 - Solar access, orientation, shading*

All developments must be designed to accommodate active and/or passive solar installations and must not deny adjacent properties access to sunshine. The existing buildings are designed and located to minimize the casting of shadows on adjacent properties and could accommodate future active and/or passive solar installations.

B. *Section 3.3.1(B) – Lots*

No lot in a subdivision shall have less area than required under the applicable zoning requirements. Each lot must also have vehicular access to a public street. All lots meet the minimum dimensional standards outlined in sections 4.8(D) (E) of the Land Use Code. While none of the lots have direct frontage on a public street, each lot gains access to the street since they have common ownership of the HOA tract that separates the building from the street. Due to their common ownership, each owner has access to the HOA-owned land and can therefore cross this land to get access to the public street.

3. Compliance with Article 4 of the Land Use Code – Division 4.5, Low Density Mixed-Use Neighborhood (LMN):

The project complies with all applicable Article 4 standards as follows:

Section 4.5(B)(2)(a) – Permitted Uses

The proposed use, single-family attached dwellings, is permitted in the LMN zone district and is consistent with the district's intent to be a setting for a predominance of low density housing.

5. Findings of Fact/Conclusion:

In evaluating the request for the Harmony Ridge 3rd Replat Project Development Plan/Final Plan, Staff makes the following findings of fact:

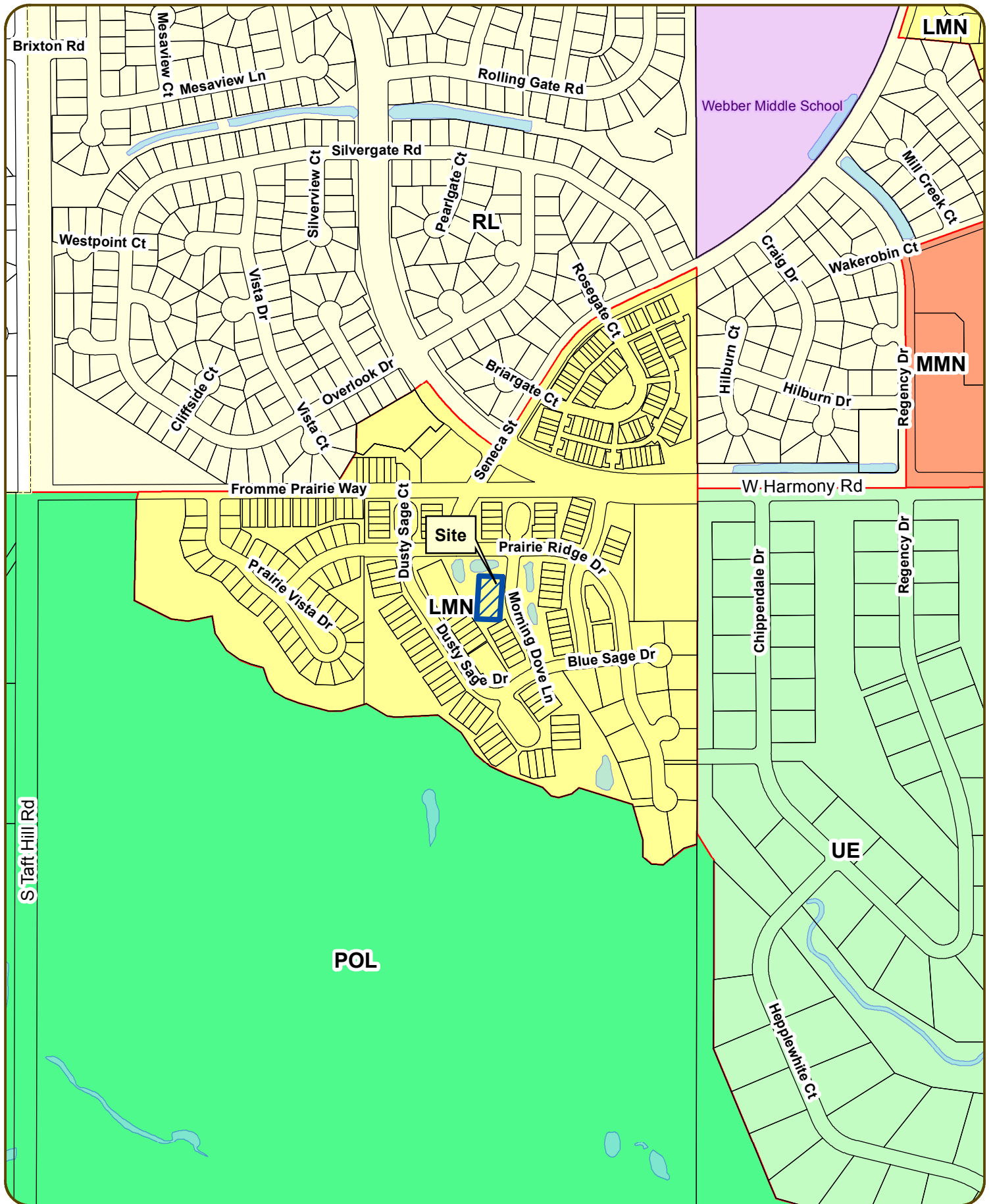
- A. The Project Development Plan/Final Plan complies with process located in Division 2.2 – Common Development Review Procedures for Development Applications of Article 2 – Administration.
- B. The Project Development Plan/Final Plan complies with relevant standards located in Article 3 – General Development Standards.
- C. The Project Development Plan/Final Plan complies with relevant standards located in Division 4.5, Low Density Mixed-Use Neighborhood (LMN) of Article 4 – Districts.

RECOMMENDATION:

Staff recommends approval of Harmony Ridge 3rd Replat, FDP150043.

ATTACHMENTS:

- 1. Zoning & Site Vicinity Map
- 2. Harmony Ridge 3rd Replat



1 inch = 500 feet

Harmony Ridge 3rd Replat Vicinity Map



HARMONY RIDGE P.U.D. THIRD REPLAT
BEING A REPLAT OF LOT 11, HARMONY RIDGE P.U.D. LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, STATE OF COLORADO

STATEMENT OF OWNERSHIP AND SUBDIVISION :

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

A tract of land located in the East Half of the Northwest Quarter of Section 3, Township 6 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado, more particularly described as follows:

LOT 11 HARMONY RIDGE P.U.D., County of Larimer, State of Colorado.

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 HARMONY RIDGE P.U.D. THIRD REPLAT (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.

OWNER:

BY: _____

STATE OF COLORADO)

)ss

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

LIENHOLDER:

BY: _____

STATE OF COLORADO)

)ss

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

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 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 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.

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.: _____

APPROVED AS TO FORM, CITY ENGINEER

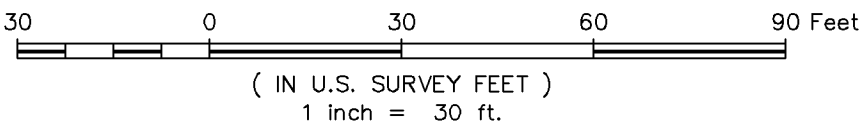
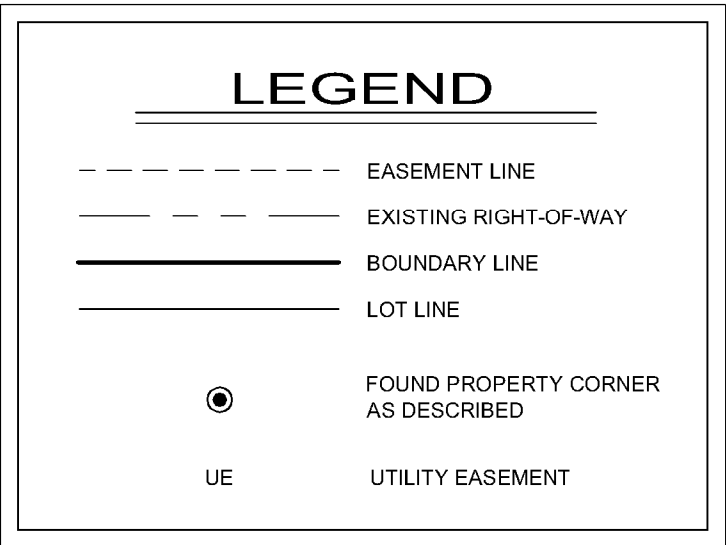
By the City Engineer of the City of Fort Collins, Colorado this ____ day of _____ A.D., 20 ____.

City Engineer

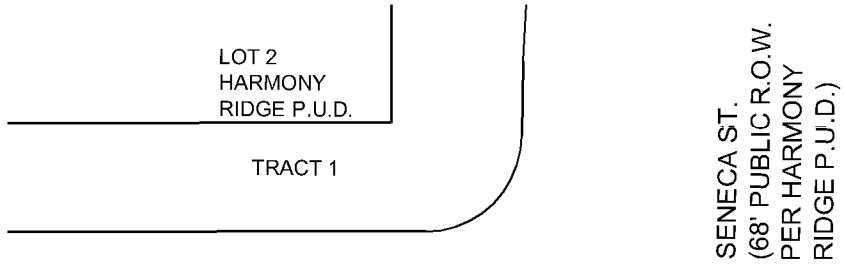
DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES APPROVAL

By the Director of Community Development and Neighborhood Services the City of Fort Collins, Colorado this ____ day of _____ A.D., 20 ____.

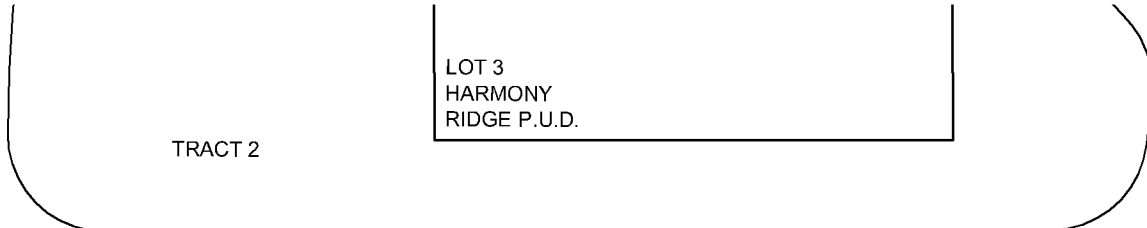
Director of Community Development and Neighborhood Services



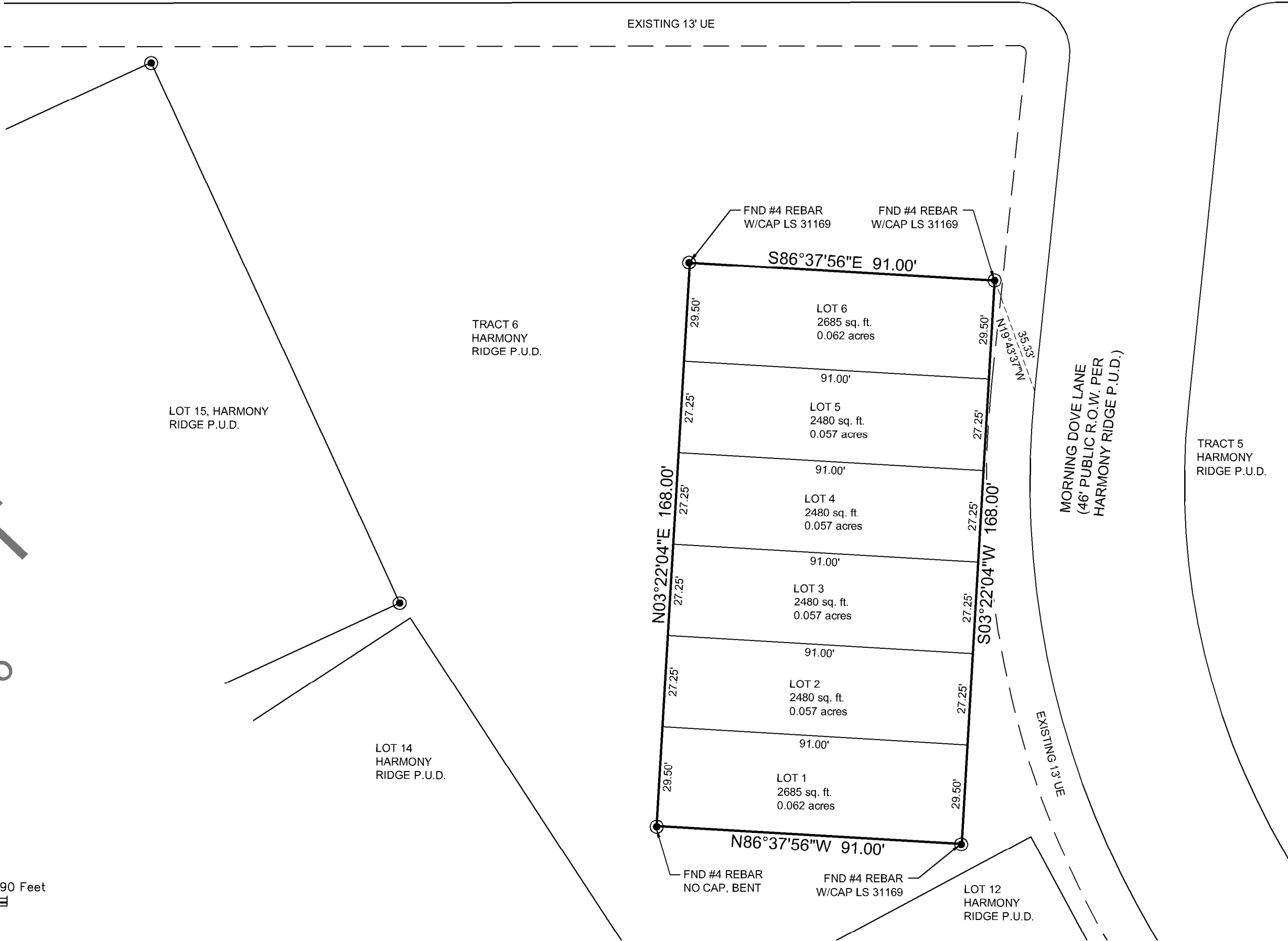
VICINITY MAP
1" = 1000'



SENECA ST.
(48' PUBLIC R.O.W. PER HARMONY RIDGE P.U.D.)



MORNING DOVE CT.
(48' PUBLIC R.O.W. PER HARMONY RIDGE P.U.D.)



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, Robert C. Tessely, 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.

Robert C. Tessely
Colorado Registered Professional
Land Surveyor No. 38470
For and on behalf of Northern Engineering

NOTES:

- 1) The Basis of Bearings is the Easterly line of Lot 11, Harmony Ridge P.U.D. as bearing South 03°22'04" West (assumed bearing) as monumented on drawing.
- 2) For all information regarding easements and right-of-way, Northern Engineering relied upon Title Commitment No. 452-H0453953-081-TMY, dated November 25, 2015, by Heritage Title Company.
- 3) The lineal unit of measurement for this plat is U.S. Survey Feet.

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 herein.

SECTION: 3
TOWNSHIP: 6 N
RANGE: 69 W of the 6th PM

NORTHERN
ENGINEERING

PHONE: 970.221.4158
www.northernengineering.com

30: North Hovea Street, Suite 100
Fort Collins, Colorado 80521

PROJECT: 1204-001
DESIGNED BY: M. Kinkade
DRAWN BY: M. Kinkade
DATE: 01/26/16
SCALE: 1" = 30'
REVIEWED BY: R. Tessely

HARMONY RIDGE P.U.D. THIRD REPLAT
A REPLAT OF LOT 11, HARMONY RIDGE P.U.D.
FORT COLLINS, COLORADO

Sheet
1
Of 1 Sheet