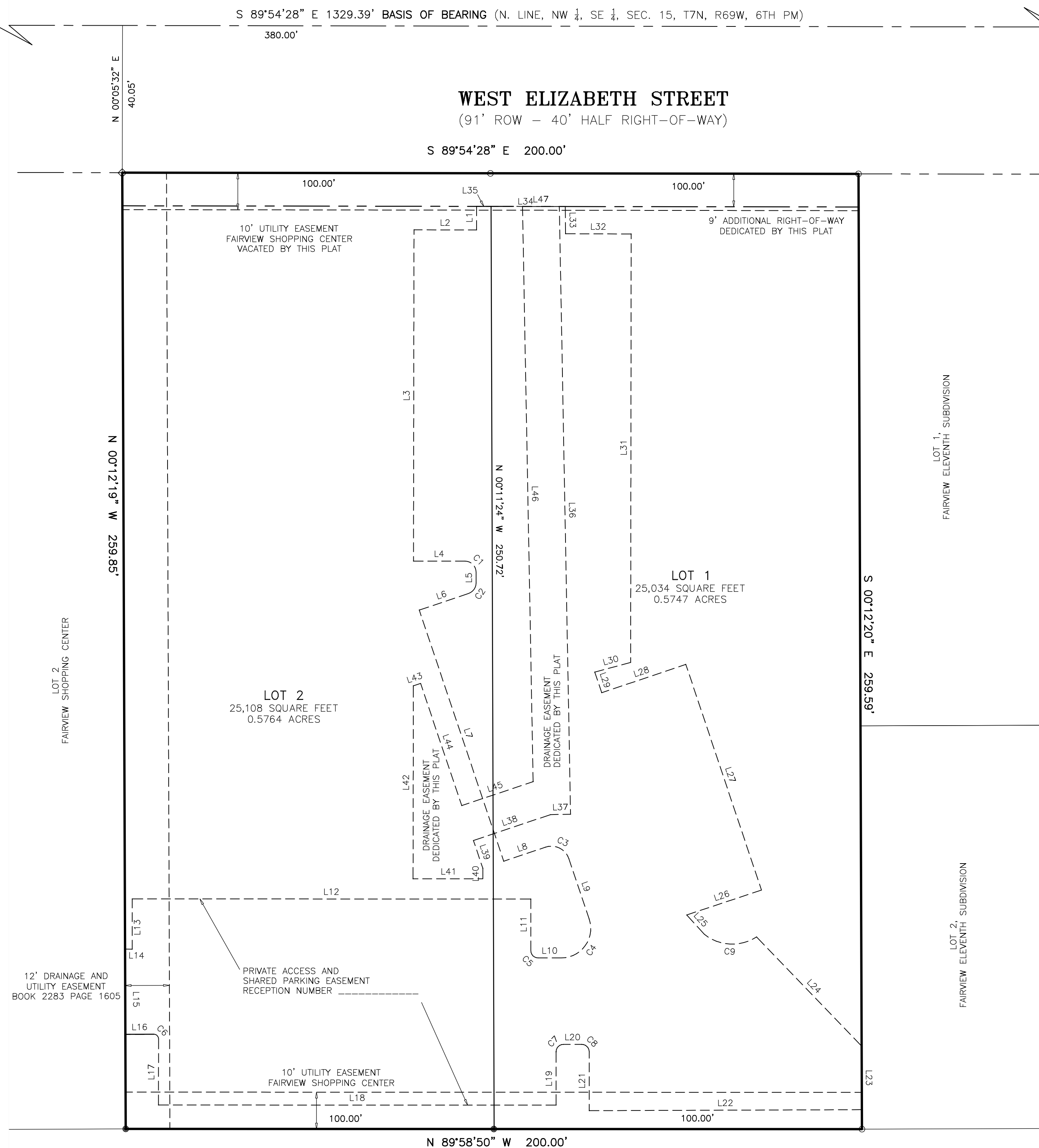


FINAL PLAT FAIRVIEW SHOPPING CENTER FILING FOUR

BEING A REPLAT OF LOT 1, FAIRVIEW SHOPPING CENTER
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

CENTER OF SECTION 15, T7N, R69W
FOUND 3 1/4" ALUM. CAP MARKED
CITY OF FORT COLLINS
RA BARDFORD LS 20123

CENTER EAST 1/16TH
SECTION 15, T7N, R69W
FOUND 3 1/4" ALUM. CAP MARKED
KING SURVEYORS LS 22098 1999



LINE	BEARING	DISTANCE
L1	S 00°04'45" W	6.40'
L2	N 89°55'15" W	17.00'
L3	S 00°04'45" W	90.00'
L4	S 89°55'15" E	14.00'
L5	S 00°04'45" W	2.96'
L6	S 71°24'31" W	14.13'
L7	S 18°35'29" E	72.00'
L8	N 71°24'31" E	12.00'
L9	S 18°35'29" E	17.31'
L10	N 89°58'52" W	6.29'
L11	N 00°01'08" E	14.00'
L12	N 89°58'50" W	108.30'
L13	S 00°01'10" W	13.67'
L14	N 88°35'56" W	1.92'
L15	S 00°12'19" E	23.18'
L16	N 89°47'41" E	7.75'
L17	S 00°01'10" W	17.98'
L18	N 89°58'50" E	108.00'
L19	N 00°01'10" E	14.50'
L20	S 89°58'50" E	5.00'
L21	S 00°01'10" W	16.00'
L22	N 89°47'40" E	74.08'
L23	N 00°12'20" W	17.27'
L24	N 43°52'55" W	41.18'
L25	N 42°12'09" W	7.09'
L26	N 71°34'16" W	21.40'
L27	N 18°31'45" W	64.67'
L28	S 71°22'52" W	24.12'
L29	N 18°35'47" W	5.89'
L30	N 74°44'07" E	10.10'
L31	N 00°03'56" E	116.41'
L32	N 89°45'26" W	17.82'
L33	N 00°24'55" W	7.40'
L34	N 89°54'28" W	20.17'
L35	N 89°54'28" W	3.95'
L36	S 01°03'29" E	165.17'
L37	S 88°56'35" W	5.41'
L38	S 71°26'35" W	22.11'
L39	S 18°35'29" E	7.96'
L40	S 00°01'10" W	2.86'
L41	N 89°58'50" W	18.94'
L42	N 00°04'45" E	52.42'
L43	N 71°24'31" E	2.08'
L44	S 18°35'29" E	35.03'
L45	N 71°26'35" E	20.46'
L46	N 01°03'29" W	156.33'
L47	S 89°54'28" E	10.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3.00'	4.71'	4.24'	S 44°55'15" E	90°00'00"
C2	3.00'	3.73'	3.50'	S 39°44'38" W	71°19'46"
C3	5.00'	7.85'	7.07'	S 63°35'29" E	90°00'00"
C4	8.00'	15.16'	12.99'	S 35°42'49" W	108°36'37"
C5	2.00'	3.14'	2.83'	N 44°58'52" W	90°00'00"
C6	1.25'	1.96'	1.77'	S 44°58'50" E	90°00'00"
C7	2.00'	3.14'	2.83'	N 45°01'10" E	90°00'00"
C8	2.00'	3.14'	2.83'	S 44°58'50" E	90°00'00"
C9	12.13'	15.19'	14.21'	N 87°07'31" W	71°44'40"

○ SET #4 REBAR, 24" LONG WITH BLUE PLASTIC CAP MARKED "WLS 37963"
● FOUND #4 REBAR NO CAP

VICINITY MAP
SCALE: 1"=1000'



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.

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.

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 TO REVISED MARCH 3, 2010 4 PDP SUBMITTAL REQUIREMENTS 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.

TITLE COMMITMENT NOTES:

FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, WASHBURN LAND SURVEYING, LLC RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 58A-F0402799-380-TOA, DATED FEBRUARY 15, 2012 AT 7:00AM.

GENERAL NOTES:

- DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES THE PARTY OF SAID DOCUMENTS FROM ANY LIABILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTO ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 TOWNSHIP NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN. MONUMENTED AS SHOWN HEREON.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."

STATEMENT OF OWNERSHIP AND SUBDIVISION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING OWNERS OF THE FOLLOWING DESCRIBED LAND:

LOT 1, FAIRVIEW SHOPPING CENTER, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.
(THE ABOVE DESCRIBED TRACT CONTAINS 1.1923 ACRES, MORE OR LESS) 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 FAIRVIEW SHOPPING CENTER FILING FOUR, 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.

OWNER:

BY: _____
STATE OF COLORADO) SS.
COUNTY OF LARIMER)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2012
BY _____
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

LIENHOLDER:

BY: _____
STATE OF COLORADO) SS.
COUNTY OF WELD)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2012 BY _____ AS _____
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

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., _____

CITY ENGINEER _____

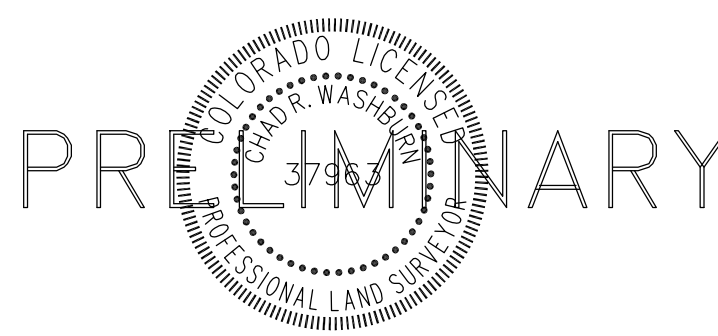
PLANNING APPROVAL:

BY THE DIRECTOR OF PLANNING THE CITY OF FORT COLLINS, COLORADO THIS _____ DAY OF _____ A.D., _____

DIRECTOR OF PLANNING _____

SURVEYOR'S STATEMENT:

I, CHAD R. WASHBURN, A COLORADO LICENSED 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 FORGOING PLAT IS AN ACCURATE REPRESENTATION THEREOF, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



CHAD R. WASHBURN, COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



Washburn Land Surveying

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