

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 BRADSHAW LS 20123

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

S 89°54'28" E 1329.39' BASIS OF BEARING (N. LINE, NW 1/4, SE 1/4, SEC. 15, T7N, R69W, 6TH PM)

WEST ELIZABETH STREET

91' ROW

(40' HALF RIGHT-OF-WAY PER THE TWELFTH FAIRVIEW SUBDIVISION)

STATEMENT OF OWNERSHIP AND SUBDIVISION:

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER(S) 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) 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 FAIRVIEW SHOPPING CENTER FILING FOUR (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 _____ 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 _____

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 ON 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 CITY LAND USE CODE AND/OR THE TRANSITIONAL LAND USE REGULATIONS, AS APPLICABLE, INCLUDING 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.

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.

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 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. 580-F0402799-380-10A, 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 NO OTHER PARTY OF ANY RESPONSIBILITY 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 DEFACES 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 7 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH, ACCORDING TO THE PLAT OF FAIRVIEW SHOPPING CENTER FILING II, BEARS S 89°58'24" E, MONUMENTED BY A 3.25" ALUMINUM CAP MARKED "RA BRADSHAW LS 20123" ON THE WEST END AND, BY A 3.25" ALUMINUM CAP MARKED "KING SURVEYORS LS 22098 1999" ON THE EAST END.
- 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."

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 FOREGOING 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

www.WashburnSurveying.com
3621 Muskrat Creek Drive
Fort Collins, CO 80528
970-232-9645

Sheet 1 of 1 Project #: 2012-0004 Date: July 4, 2012 Scale: 1"=20' Drawn: CRW

LINE	BEARING	DISTANCE
L1	S 00°04'45" W	14.90'
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	S 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	15.90'
L34	N 89°54'28" W	20.17'
L35	N 89°54'28" W	3.95'
L36	S 01°03'29" E	173.67'
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" E	184.83'
L47	S 89°54'28" E	10.00'

- SET #4 REBAR, 24" LONG WITH BLUE PLASTIC CAP MARKED "WLS 37963"
- FOUND #4 REBAR NO CAP
- ◆ FOUND #4 REBAR WITH ORANGE PLASTIC CAP MARKED "LS 5028"

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'	3.23'	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 49°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"

200.00' (R)
200.16' (M)
0.5' ADDITIONAL RIGHT-OF-WAY DEDICATED BY THIS PLAT

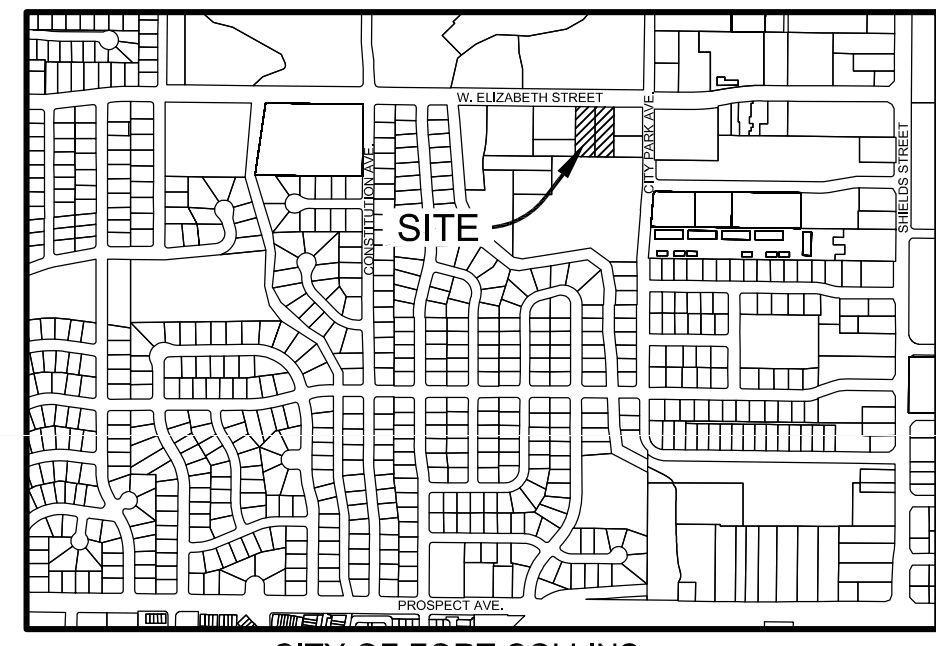
EXISTING 10' UTILITY EASEMENT FAIRVIEW SHOPPING CENTER

LOT 2
25,949 SQUARE FEET
.5957 ACRES

LOT 1
25,937 SQUARE FEET
0.5954 ACRES

CITY OF FORT COLLINS FLOOD FRINGE (SCALED FROM CITY GIS ONLINE MAP)

VICINITY MAP
SCALE: 1"=1000'



CITY OF FORT COLLINS