

BOARDWALK CROSSING, FILING 3

BEING A REPLAT OF LOTS 1 AND 2, BOARDWALK CROSSING, FILING 2

SITUATE IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, 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 Section 35, Township 7 North, Range 69 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, being Lots 1 and 2, Boardwalk Crossing Filing 2 (which above described tract contains 77,152 square feet, 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 a REPLAT OF LOTS 1 AND 2, BOARDWALK CROSSING FILING 2, 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 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, 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.

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.

BOARDWALK CROSSING LIMITED PARTNERSHIP, a Colorado limited partnership

BY: Garth Development Inc., a Colorado corporation, its General Partner

BY: GEORGE A. HOLTZ, President
State of Colorado } S.S.
The foregoing dedication was acknowledged before me this _____ day of _____, 20____ by George Holtz as President of Garth Development Inc., a Colorado corporation, General Partner Boardwalk Crossing Limited Partnership, a Colorado limited partnership.

My notarial commission expires _____ NOTARY PUBLIC _____

WARREN FEDERAL CREDIT UNION

BY: MICHAEL NAGLE
Colorado Market Vice President
State of _____ } S.S.
The foregoing dedication was acknowledged before me this _____ day of _____, 20____ by Michael Nagle, Colorado Market Vice President of Warren Federal Credit Union.

My notarial 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.: _____

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.

SURVEYORS STATEMENT:

I, Jay S. Robinson, 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.

JAY S. ROBINSON
Colorado Registered Professional Land Surveyor No. 37899
County of Larimer

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

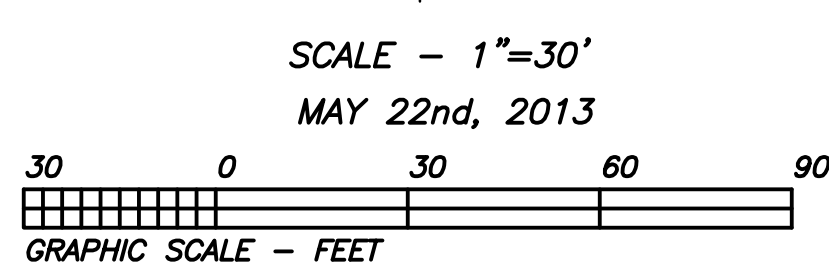
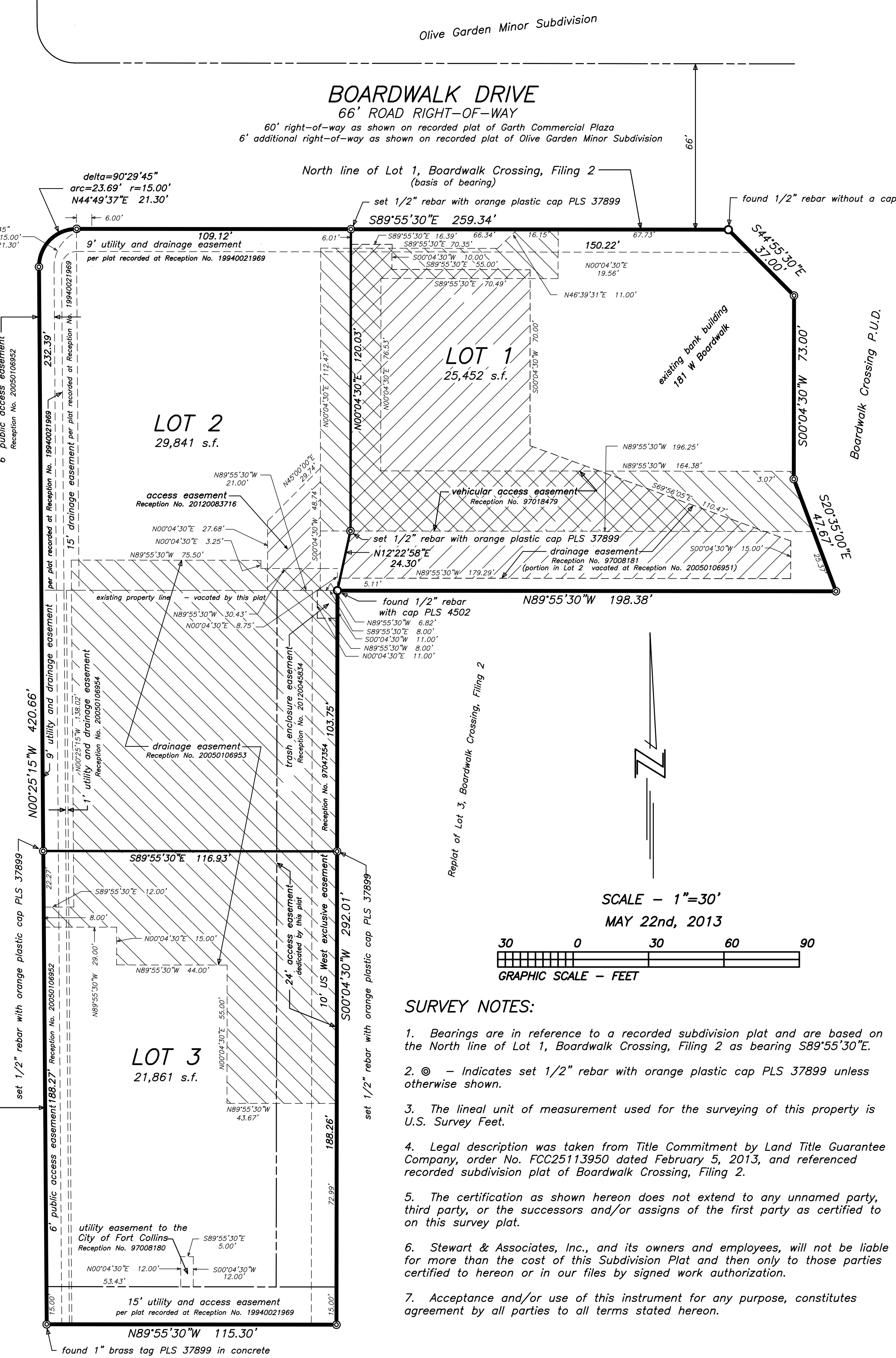
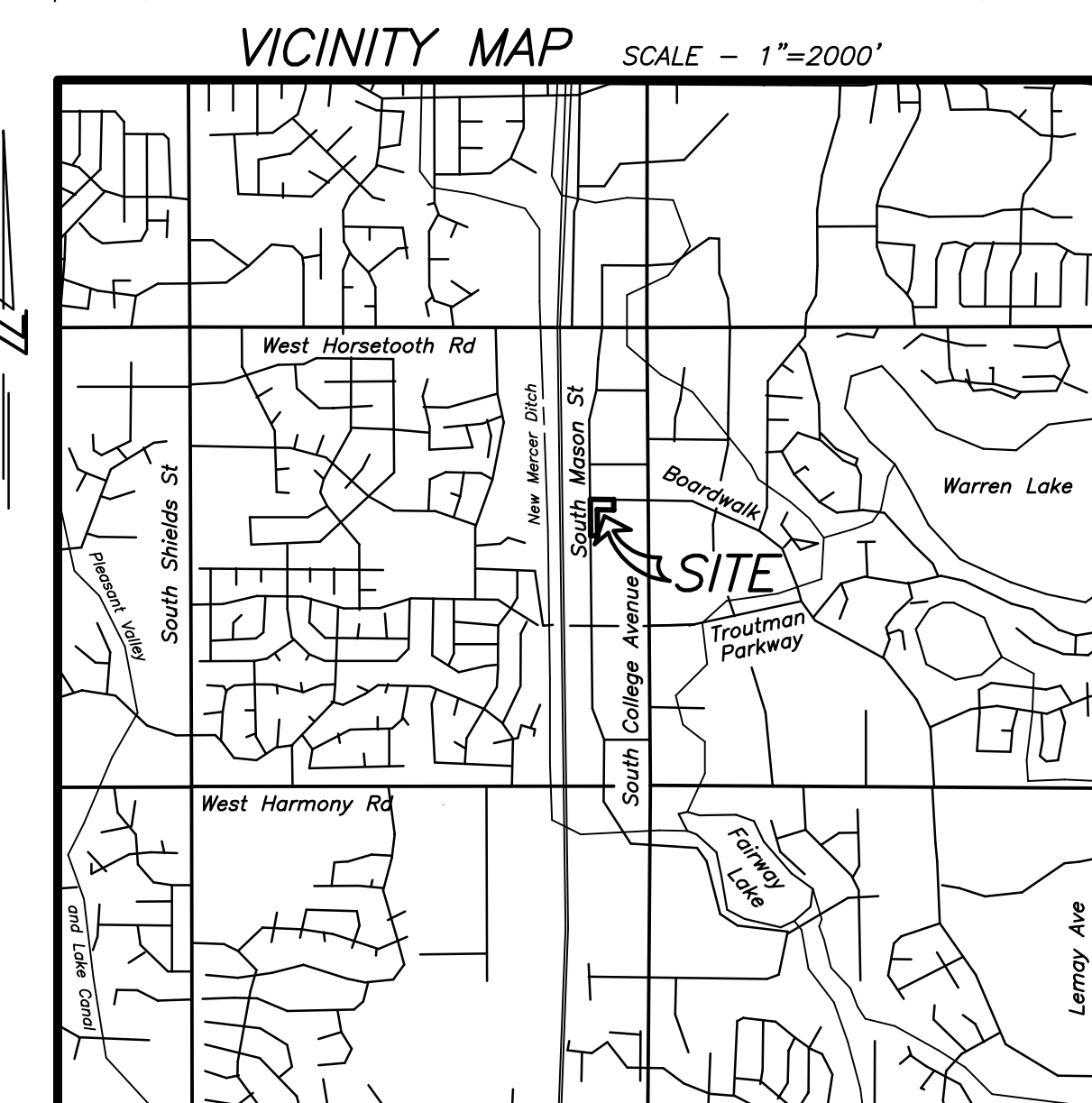
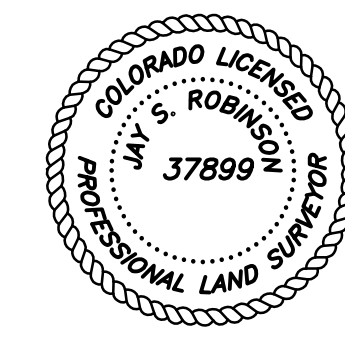
PLANNING APPROVAL:

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

Director of Planning

NOTE:

There shall be no private conditions, covenants or restrictions that prohibit or limit the installation of equipment or landscaping that are allowed by Sections 12-120 - 12-122 of the City Code.



SURVEY NOTES:

- Bearings are in reference to a recorded subdivision plat and are based on the North line of Lot 1, Boardwalk Crossing, Filing 2 as bearing S89°55'30"E.
- ⊙ - Indicates set 1/2" rebar with orange plastic cap PLS 37899 unless otherwise shown.
- The lineal unit of measurement used for the surveying of this property is U.S. Survey Feet.
- Legal description was taken from Title Commitment by Land Title Guarantee Company, order No. FCC25113950 dated February 5, 2013, and referenced recorded subdivision plat of Boardwalk Crossing, Filing 2.
- The certification as shown hereon does not extend to any unnamed party, third party, or the successors and/or assigns of the first party as certified to on this survey plat.
- Stewart & Associates, Inc., and its owners and employees, will not be liable for more than the cost of this Subdivision Plat and then only to those parties certified to hereon or in our files by signed work authorization.
- Acceptance and/or use of this instrument for any purpose, constitutes agreement by all parties to all terms stated hereon.

Garth Commercial Plaza Subdivision

SOUTH MASON STREET
60' ROAD RIGHT-OF-WAY
60' right-of-way as shown on recorded plat of Garth Commercial Plaza

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.

REVISIONS	
BY:	
DATE:	
NO.:	
REMARKS:	
STEWART & ASSOCIATES CIVIL ENGINEERS AND LAND SURVEYORS 103 SOUTH MELDRUM STREET, FORT COLLINS, COLORADO 80521 PHONE: (970)462-9331, FAX: (970)462-9382, EMAIL: stewart@stai.com	
DRAWN: J.S.R. 1	CHECKED: D.H.K.
DESIGNED: J.S.R. 1	SCALE: 1"=30'
CLIENT: GEORGE HOLTZ 3509 S. MASON STREET, FORT COLLINS, CO 80525	PROJECT: LOTS 1 AND 2, BOARDWALK CROSSING, FILING 2 FORT COLLINS, COLORADO
JOB NUMBER: BC-PLAT subplat disk #10	DATE: 05/22/13 PLAT No.:
SHEET NUMBER ONE OF ONE	