

# HARMONY TECHNOLOGY PARK FIFTH FILING

BEING A PORTION OF LOT 2, HARMONY TECHNOLOGY PARK, SECOND FILING,  
BEING LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 4,  
TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH 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 the Northwest One-quarter of Section 4, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Being a portion of Lot 2, Harmony Technology Park Second Filing described as Beginning at the Southwest corner of said Lot 2, Thence N00°08'38"W 622.96 feet along the West line of said Lot 2; Thence N89°51'22"E 344.72 feet; Thence S00°00'00"E 353.24 feet; Thence N90°00'00"E 543.76 feet; Thence S01°43'05"E 409.34 feet to the South line of said Lot 2; Thence along said South line the following Six (6) courses: 1) S88°16'55"W 63.05 feet, 2) 177.34 feet along the arc of a curve being concave to the North, said curve having a radius of 579.00 feet, a delta angle of 17°32'57" and a long chord which bears N82°56'37"W 176.65 feet, 3) N74°10'09"W 314.89 feet, 4) 178.72 feet along the arc of a curve being concave to the South, said curve having a radius of 641.00 feet, a delta angle of 15°58'29" and a long chord which bears N82°09'23"W 178.14 feet, 5) S89°51'22"W 172.42 feet and 6) 14.14 feet along the arc of a curve being concave to the Northeast, said curve having a radius of 9.00 feet, a delta angle of 90°00'00" and a long chord which bears N45°08'38"W 12.73 feet to the Point of Beginning.

(which above described tract contains 9.891 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 **HARMONY TECHNOLOGY PARK FIFTH FILING**, (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

**MAINTENANCE GUARANTEE**

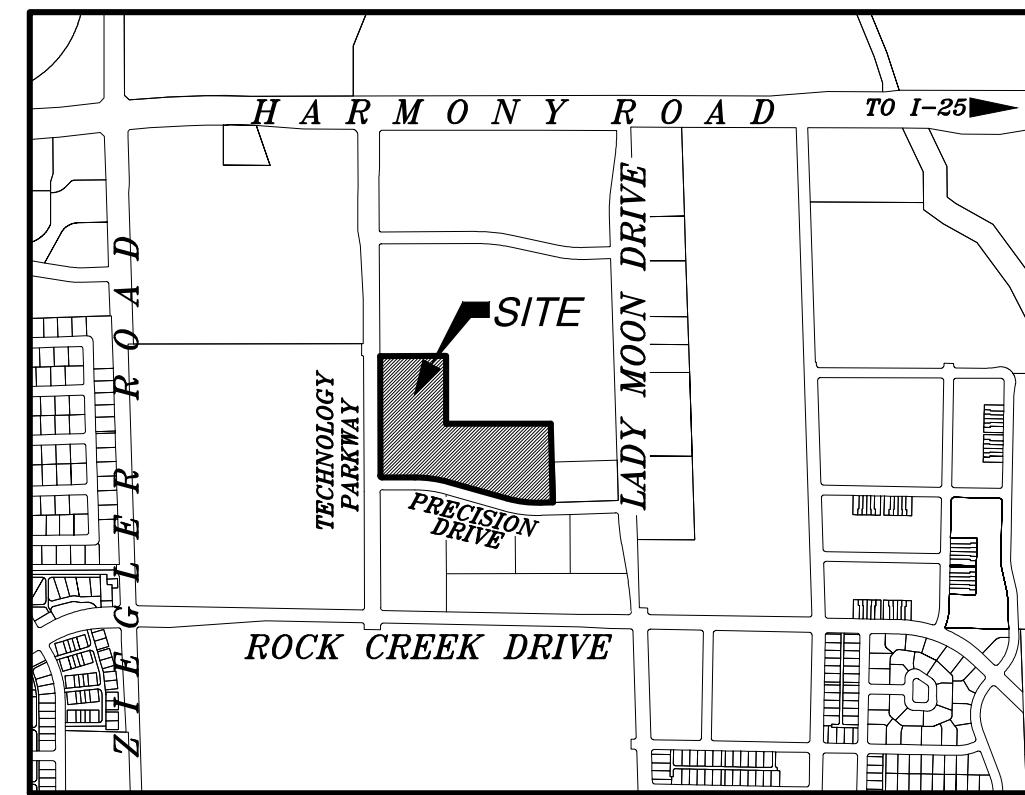
The Owner hereby warrants and guarantees to the City, for a period of two (2) years from the date of completion and first acceptance by the City of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the Development 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.



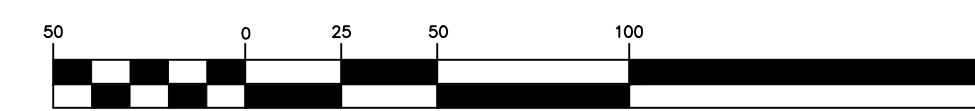
VICINITY MAP  
SCALE: 1" = ±1000'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	
C100	579.00'	177.34'	17°32'57"	N82°56'37"W	176.65'
C101	641.00'	178.72'	15°58'29"	N82°09'23"W	178.14'
C102	9.00'	14.14'	90°00'00"	N45°08'38"W	12.73'
C103	577.00'	176.73'	17°32'57"	N82°56'37"W	176.04'
C104	643.00'	15.85'	1°24'46"	N74°52'32"W	15.85'
C105	643.00'	163.42'	14°33'43"	N82°51'46"W	162.98'
C106	9.00'	14.14'	90°00'00"	N45°08'38"W	12.73'
C107	643.00'	196.94'	17°32'56"	N82°56'37"W	196.17'
C108	577.00'	160.87'	15°58'29"	N82°09'23"W	160.35'
C109	643.00'	31.10'	2°46'15"	N76°58'02"W	31.09'
C110	643.00'	12.23'	1°05'23"	N78°53'51"W	12.23'
C111	643.00'	12.19'	1°05'23"	N78°53'51"W	12.23'
C112	643.00'	107.90'	9°36'56"	N85°20'10"W	107.78'
C113	40.00'	62.83'	90°00'00"	N45°00'00"W	56.57'
C114	52.00'	81.68'	90°00'00"	N45°00'00"W	73.54'
C115	64.00'	100.53'	90°00'00"	N45°00'00"W	90.51'

**LEGEND** NOTE: SYMBOLS SHOWN HEREON ARE NOT TO SCALE

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 5/8" REBAR WITH PLASTIC CAP, PLS 37968
- DE INDICATES UTILITY AND DRAINAGE EASEMENT
- DE INDICATES DRAINAGE EASEMENT

**GRAPHIC SCALE**



NOTE: THERE SHALL BE NO PRIVATE CONDITIONS, COVENANTS OR RESTRICTIONS THAT PROHIBIT OR LIMIT THE INSTALLATION OF RESOURCE CONSERVING EQUIPMENT OR LANDSCAPING THAT IS ALLOWED BY SECTIONS 12-120 - 12-122 OF THE CITY CODE.

**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

**DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES:**

By the Director of Planning of the City of Fort Collins, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

Director of Community Development and Neighborhood Services

**APPROVED AS TO FORM, CITY ENGINEER:**

By the City Engineer of the City of Fort Collins, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

City Engineer

**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.: \_\_\_\_\_

**SURVEYOR'S STATEMENT:**

I, Robert M. Edmonds, 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 forgoing Plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

Robert M. Edmonds  
Colorado Registered Professional Land Surveyor #37968

**SURVEYOR'S NOTES**

- 1.) BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF LOT 2, HARMONY TECHNOLOGY PARK SECOND FILING BETWEEN FOUND MONUMENTS. SAID LINE BEARS N00°08'38"W TO REFERENCE THE RECORDED PLAT OF HARMONY TECHNOLOGY PARK SECOND FILING.
- 2.) STEWART TITLE COMPANY'S TITLE COMMITMENT NO. 16000310113, AMENDMENT NO. 3, EFFECTIVE DATE OF MAY 4, 2016 AT 5:30 P.M., WAS ENTIRELY RELIED UPON FOR EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES OF RECORD AFFECTING THIS PROPERTY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EDMONDS LAND SURVEYING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS, RIGHTS-OF-WAY OR ENCUMBRANCES OF RECORD.
- 3.) NOTICE: 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 CERTIFICATION SHOWN HEREON.
- 4.) THE LINEAL UNIT OF MEASUREMENT FOR THE SURVEY OF THIS PROPERTY IS U.S. SURVEY FEET.
- 5.) ALL EXISTING EASEMENTS DEDICATED BY THE PLAT OF HARMONY TECHNOLOGY PARK SECOND FILING THAT ARE WITHIN THE BOUNDARY OF THIS PLAT OF HARMONY TECHNOLOGY PARK FIFTH FILING, ARE HEREBY VACATED BY THIS PLAT.

DATE: MAY 20, 2016  
SCALE: 1"=50'  
DWG: RME  
CHK: RME  
PLAT: 06168W04-119

CLIENT:  
HARMONY TECHNOLOGY PARK, LLC  
AND  
BILL COULSON

EDMONDS LAND SURVEYING, INC.  
PO BOX 641 KERSEY, CO 80544  
PHONE (970) 686-6970  
FAX (970) 284-6802  
www.EdmondsLandSurveying.com

REVISIONS  
1/29/17 CITY COMMENTS: DE

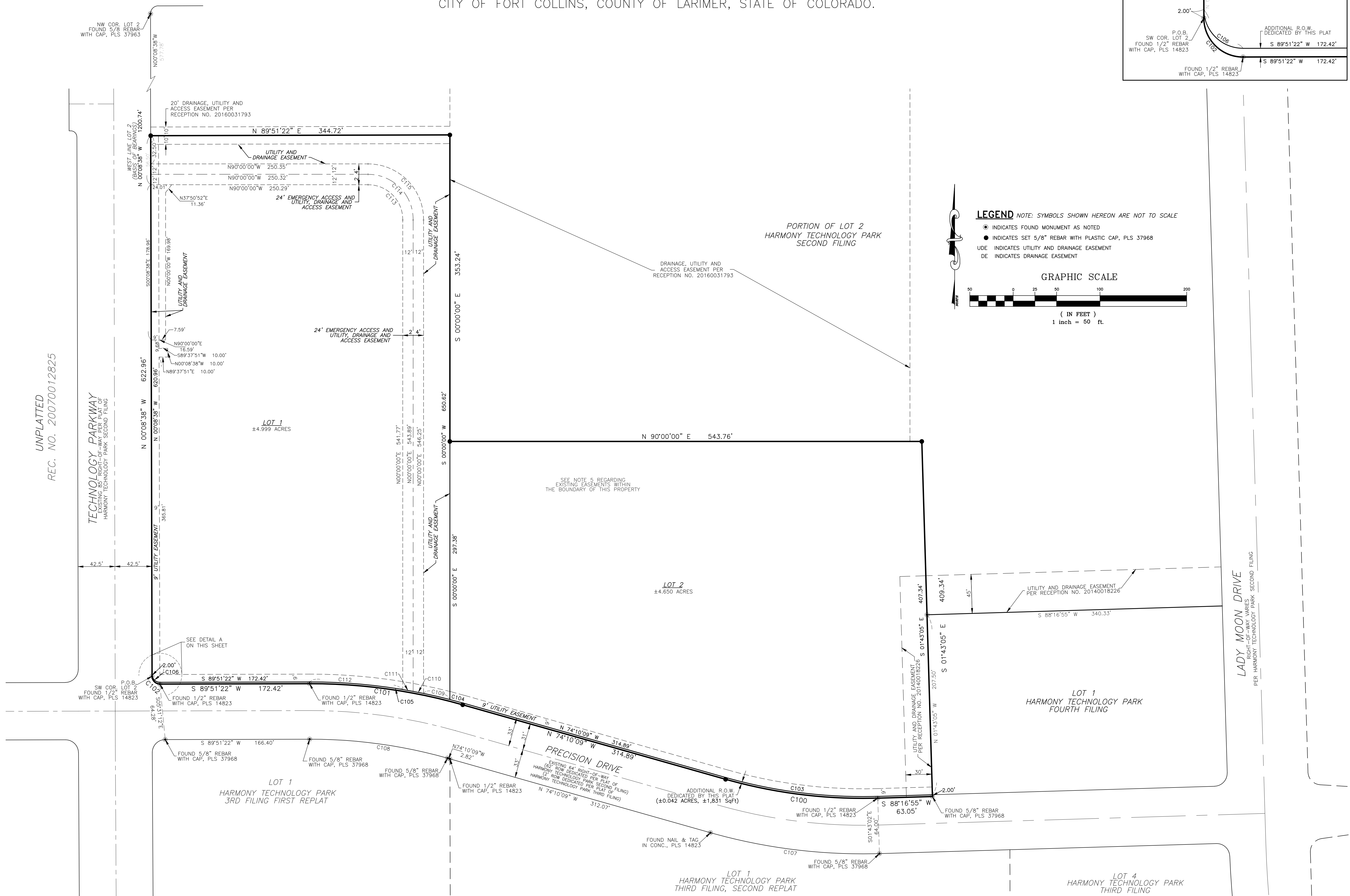
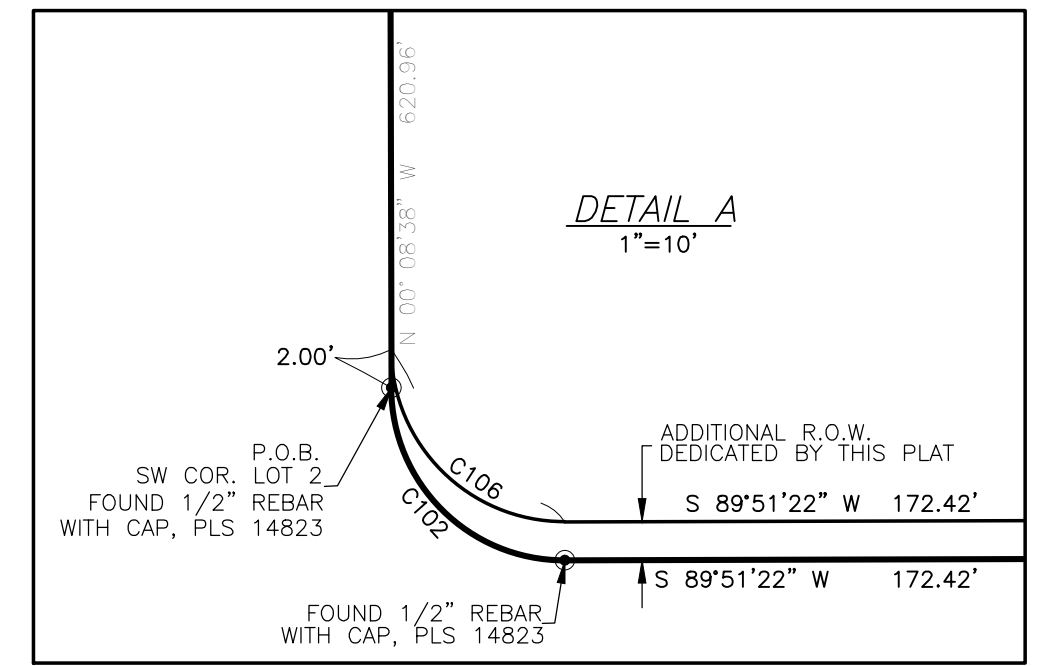
HARMONY TECHNOLOGY PARK FIFTH FILING  
BEING A PART OF THE NW1/4 SECTION 4, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.

PROJECT NO.:  
16-0171

1  
SHEET 1 OF 2

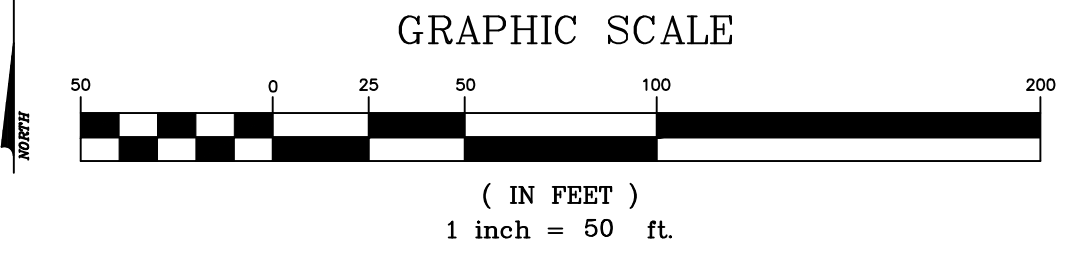
# HARMONY TECHNOLOGY PARK FIFTH FILING

BEING A PORTION OF LOT 2, HARMONY TECHNOLOGY PARK, SECOND FILING,  
BEING LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 4,  
TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.



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- DE INDICATES DRAINAGE EASEMENT



UNPLATTED  
REC. NO. 20070012825

DATE: MAY 20, 2016	SCALE: 1"=50'	BK: 101	CHK: RME	PLAT: 06M68W04-119
CLIENT: HARMONY TECHNOLOGY PARK, LLC AND BILL COULSON				
EDMONDS LAND SURVEYING, INC. PO BOX 641 KERSEY, CO 80644 PHONE (970) 686-6970 FAX (970) 284-6802 www.EdmondsLandSurveying.com				
REVISIONS 17/30/17 CITY COMMENTS, DE				
HARMONY TECHNOLOGY PARK FIFTH FILING BEING A PART OF THE NW1/4 SECTION 4, T6N, R68W, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.				
PROJECT NO.: <b>16-0171</b>				
<b>2</b> SHEET 2 OF 2				