

F-170 2827

RECORDED 6/19/2017 AT RECEPTION #20170040063

FAIRWAY ESTATES FILING FOUR
BEING A REPLAT OF LOTS 11-16 AND A PORTION OF LOT 10, REPLAT OF A PART OF FAIRWAY ESTATES,
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M.
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO

STATEMENT OF OWNERSHIP AND SUBDIVISION:

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

REPLAT OF A PART OF FAIRWAY ESTATES, Lots 11-16 and a portion of Lot 10, more particularly described as follows:

Considering the South line of Lot 16, REPLAT OF A PART OF FAIRWAY ESTATES, as bearing N 89°23'54" W, with all bearings contained hereon relative thereto.

BEGINNING at the Southwest corner of Lot 16, REPLAT OF A PART OF FAIRWAY ESTATES; thence N 00°40'48" E along the West line of said Lot 16 and the West line of Lots 10-15, said REPLAT OF A PART OF FAIRWAY ESTATES a distance of 201.10 feet; thence leaving said West line S 89°22'55" E for a distance of 249.95 feet to the East line of said Lot 10; thence S 00°44'03" W along the East line of said Lot 10 for a distance of 201.03 feet to the Southeast corner of said Lot 16; thence N 89°23'54" W along the South line of said Lot 16 for a distance of 249.76 feet to the POINT OF BEGINNING.

(which above described tract contains 1.153 acres, more or less)

for themselves and their successors in interest Colorado EC Land, LLC (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 FAIRWAY ESTATES 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 said 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.

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: Colorado EC Land, LLC

By: Sameer Virani, President of Operations

The foregoing instrument was acknowledged before me this 24th day of March 2017 by Colorado EC Land, LLC, as Owners of REPLAT OF PART OF FAIRWAY ESTATES REPLAT LOTS 11-16 AND A PORTION OF LOT 10.

Notary Public, State of Texas, Commission Expires 07-12-2020, Notary ID 129050578

WITNESS my hand and official seal.

APPROVED AS TO FORM, CITY ENGINEER: By the City Engineer of the City of Fort Collins, Colorado this 23rd day of MAY, A.D. 2017

PLANNING APPROVAL: By the Director of Community Development and Neighborhood Services the City of Fort Collins, Colorado this 14th day of JUNE, A.D. 2017

SURVEYOR'S STATEMENT: I, M. Bryan Short, 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.

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 the certification shown hereon.

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)(h) of the Land Use Code.

Attorney: Bonnie Fischer, Address: 1777 S. Harrison St., Suite 1500, Denver, CO 80210, Registration No: 35260

Notary Public, State of Texas, Commission Expires 07-12-2020, Notary ID 129050578

APPROVED AS TO FORM, CITY ENGINEER: By the City Engineer of the City of Fort Collins, Colorado this 23rd day of MAY, A.D. 2017

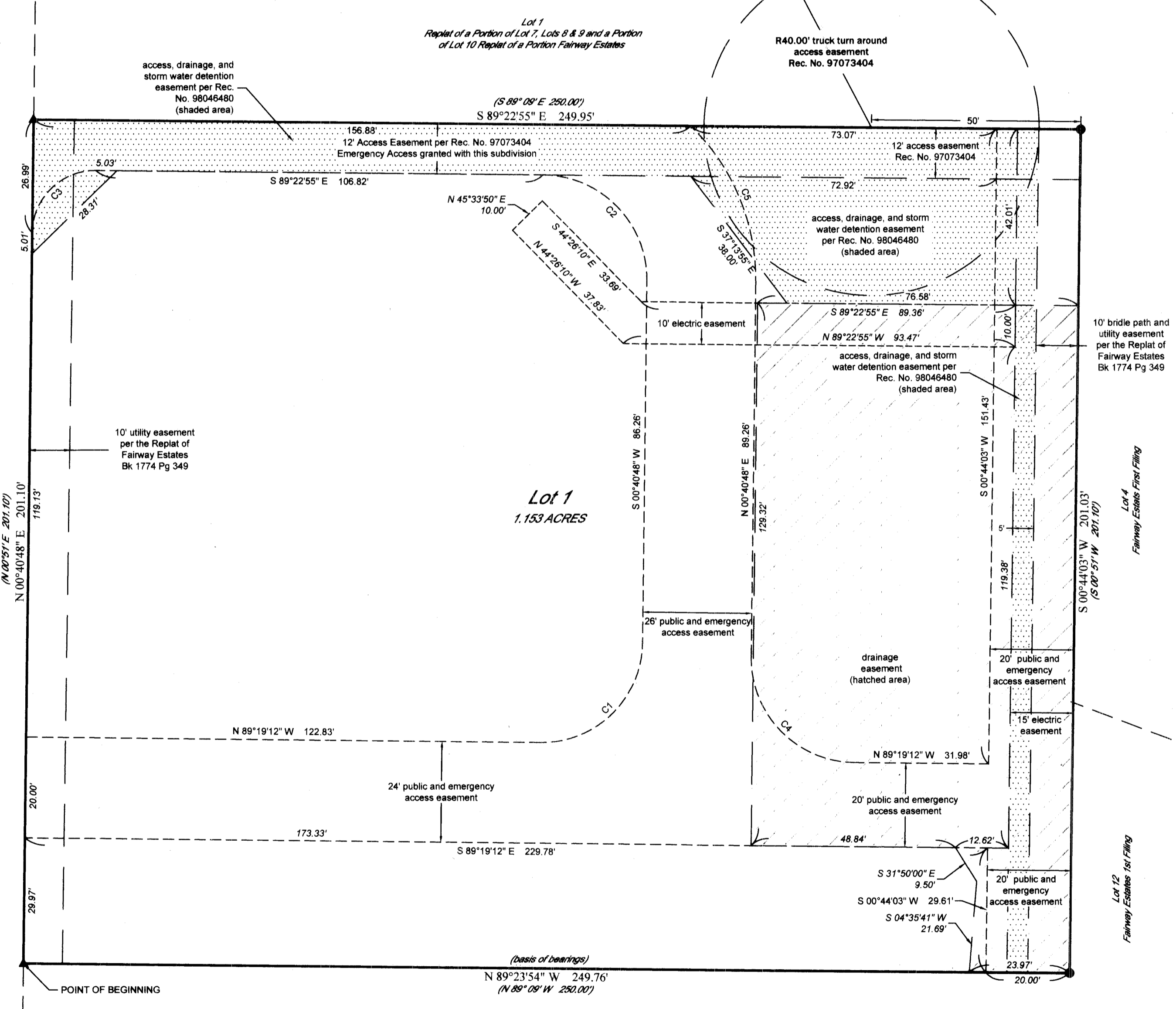
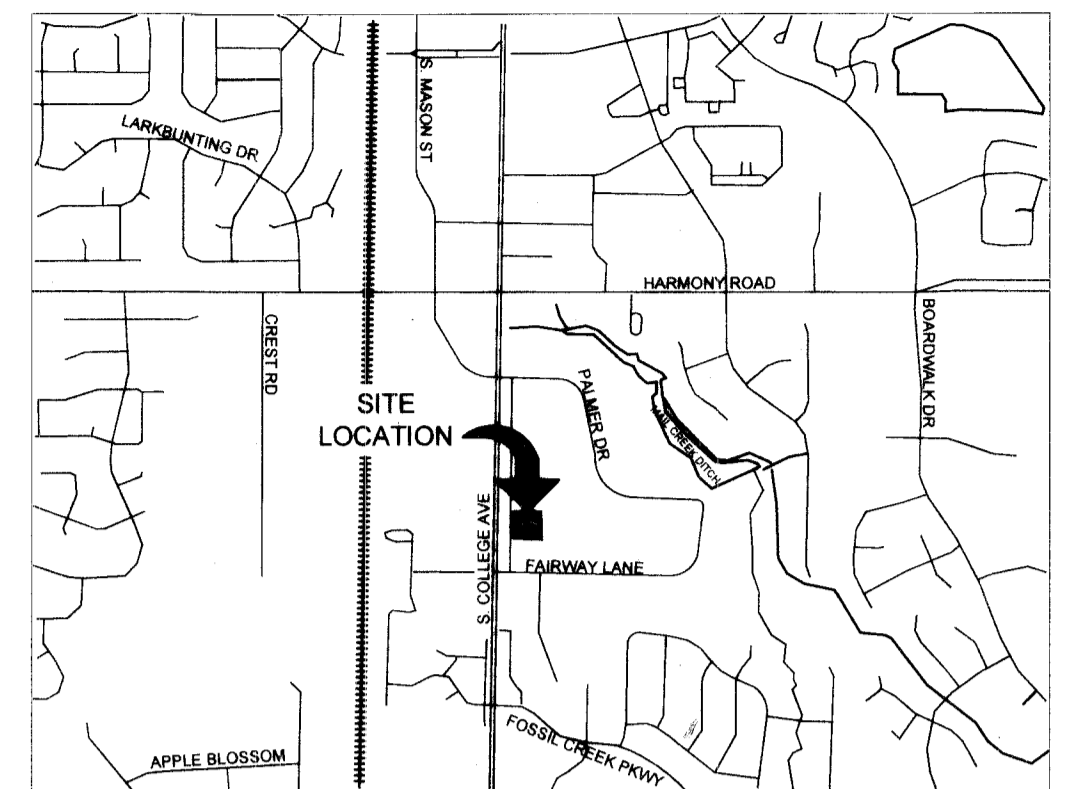
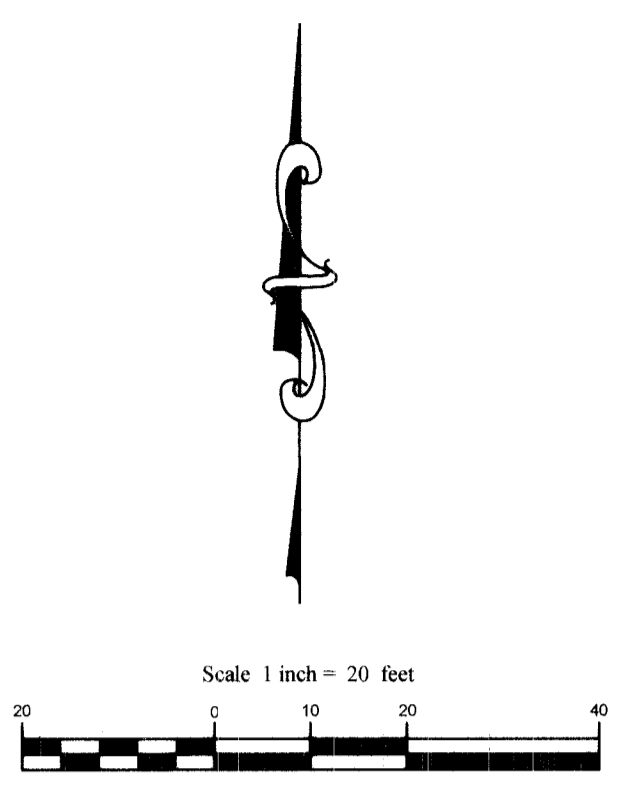
PLANNING APPROVAL: By the Director of Community Development and Neighborhood Services the City of Fort Collins, Colorado this 14th day of JUNE, A.D. 2017

SURVEYOR'S STATEMENT: I, M. Bryan Short, 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.

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 the certification shown hereon.

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.

- Legend:
▲ denotes found nail and 1" brass disk stamped PLS 32444
● denotes found 0.5" iron rebar & 1.0" plastic cap stamped "LS 32444" unless otherwise noted.



Curve Table with columns: Curve No., Length, Radius, Chord Direction, Chord Length, Delta. Rows C1 through C5.

U.S. HIGHWAY 287 (100' wide r/w per State Department of Highways, Division of Highways-State of Colorado, Right of Way Plan, Project No. C 06-028-407) N.E.S.

SERVICE ROAD (50' r/w per plat of Fairway Estates)

unplatted

100' H.L.S.

Project information table including: REVISIONS, File Date (03/17/2015), CLIENT (SMV Capital), PLS Group (6843 North Franklin Avenue, Loveland, Colorado 80538), TITLE (FAIRWAY ESTATES FILING FOUR), PROJECT NO. (15034.003), SHEET NO. (1), NO. OF SHEETS (1).

F-170 2827