

CORE FORT COLLINS SUBDIVISION

A REPLAT OF LOT 2, FAIRVIEW SHOPPING CENTER AND LOT 2, POTT'S P.U.D.
SITUATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO
SHEET 1 OF 1

STATEMENT OF OWNERSHIP AND SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING OWNER(S) OF THE FOLLOWING DESCRIBED LAND:
LOT 2, FAIRVIEW SHOPPING CENTER AND LOT 2, POTT'S P.U.D., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO
(THE ABOVE DESCRIBED TRACT CONTAINS 1.9312 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 CORE FORT COLLINS SUBDIVISION (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 THE 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, PERMITEES AND ASSIGNS.

OWNER

CORE FORT COLLINS 1415 ELIZABETH LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: CONVEXITY MANAGEMENT LLC,
MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC

BY: *David Nelson*
DAVID NELSON, VICE PRESIDENT OF CONVEXITY MANAGEMENT LLC

BY: *Jeffrey Levoff*
JEFFREY LEVOFF, MANAGER OF CONVEXITY MANAGEMENT LLC

BY: CORE CAMPUS MANAGER, LLC,
MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC

BY: *Marc Lifshin*
MARC LIFSHIN, MANAGER OF CORE CAMPUS MANAGER, LLC

BY: *Brian Neiswender*
BRIAN NEISWENDER, MANAGER OF CORE CAMPUS MANAGER, LLC

STATE OF Illinois SS

COUNTY OF Cook SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF July, 2018 BY DAVID NELSON, VICE PRESIDENT OF CONVEXITY MANAGEMENT LLC, MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 11/1/2020

Kristen Call
KRISTEN CALL
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 1, 2020

STATE OF Illinois SS

COUNTY OF Cook SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF July, 2018 BY JEFFREY LEVOFF, MANAGER OF CONVEXITY MANAGEMENT LLC, MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 11/1/2020

Kristen Call
KRISTEN CALL
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 1, 2020

STATE OF Illinois SS

COUNTY OF Cook SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF July, 2018 BY MARC LIFSHIN, MANAGER OF CORE CAMPUS MANAGER, LLC, MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 3/30/2019

Melissa L Sheahan
MELISSA L SHEAHAN
Official Seal
Notary Public, State of Illinois
My Commission Expires Mar 30, 2019

STATE OF Illinois SS

COUNTY OF Cook SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17 DAY OF July, 2018 BY BRIAN NEISWENDER, MANAGER OF CORE CAMPUS MANAGER, LLC, MANAGER OF CORE FORT COLLINS 1415 ELIZABETH LLC.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 3/30/2019

Melissa L Sheahan
MELISSA L SHEAHAN
Official Seal
Notary Public, State of Illinois
My Commission Expires Mar 30, 2019

STATE OF Illinois SS

COUNTY OF DuPage SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19 DAY OF July, 2018 BY Daniel Van Prooyen, AS VP, Commercial Lending LAKESIDE BANK.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: 02/01/2020

Daniel Van Prooyen
DANIEL VAN PROOYEN
Official Seal
Notary Public - State of Illinois
My Commission Expires 02/01/2020

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 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.

LILEY LAW OFFICES, LLC

BY: *Joshua C. Liley*
NAME: Joshua C. Liley

REGISTRATION NO.: 40521

ADDRESS: 419 CANYON AVENUE, SUITE 220
FORT COLLINS, CO 80521

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 FOLLOWING 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, CURBENTS, 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 DAMAGES 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 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.

GENERAL NOTES

- THIS SURVEY WAS BASED ON TITLE COMMITMENT NUMBER 1600003419-AMENDMENT NO. C4 PREPARED BY STEWART TITLE AS AGENT FOR STEWART TITLE GUARANTY COMPANY, WITH AN EFFECTIVE DATE OF SEPTEMBER 6, 2016 AT 5:30 P.M., AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BEARINGS ARE BASED ON THE NORTH LINE OF NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARING N89°22'09"W BOUNDED BY THE MONUMENTS SHOWN HEREON.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08069C0978C LAST REVISED MAY 2, 2012. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
- THERE SHALL BE NO PRIVATE CONDITIONS, COVENANTS OR RESTRICTIONS THAT PROHIBIT OR LIMIT THE INSTALLATION OF RESOURCE CONSERVING EQUIPMENT OR LANDSCAPING THAT ARE ALLOWED BY SECTIONS 12-120 - 12-122 OF THE CITY CODE.

SURVEYOR'S STATEMENT

I, CHARLES N. BECKSTROM, 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 TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Charles N. Beckstrom
CHARLES N. BECKSTROM
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR #33202

APPROVED AS TO FORM, CITY ENGINEER

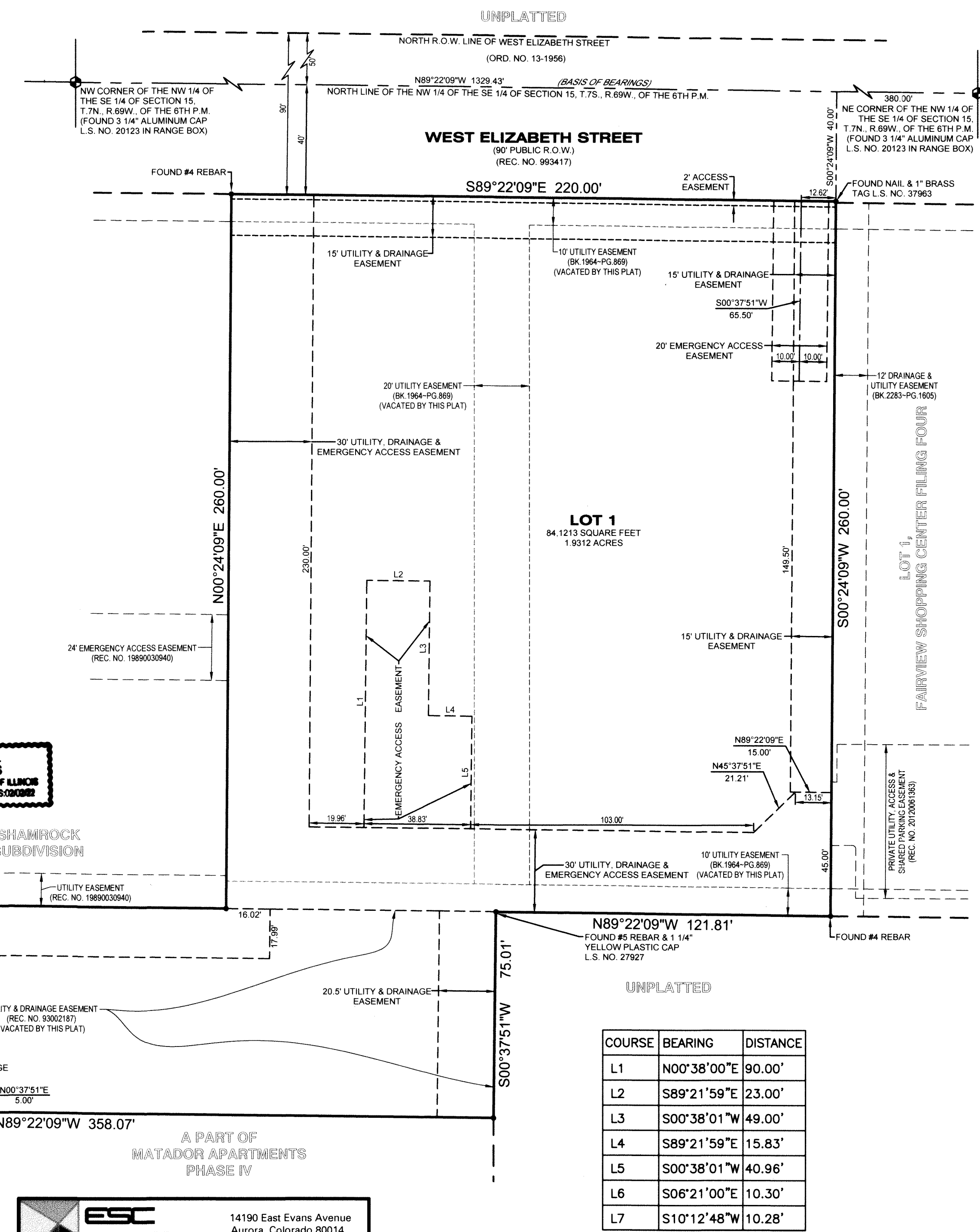
BY THE CITY ENGINEER OF THE CITY OF FORT COLLINS, COLORADO THIS 5th DAY OF SEPTEMBER, A.D. 20 18.

Alan J. Viat
ALAN J. VIAT
CITY ENGINEER

PLANNING APPROVAL

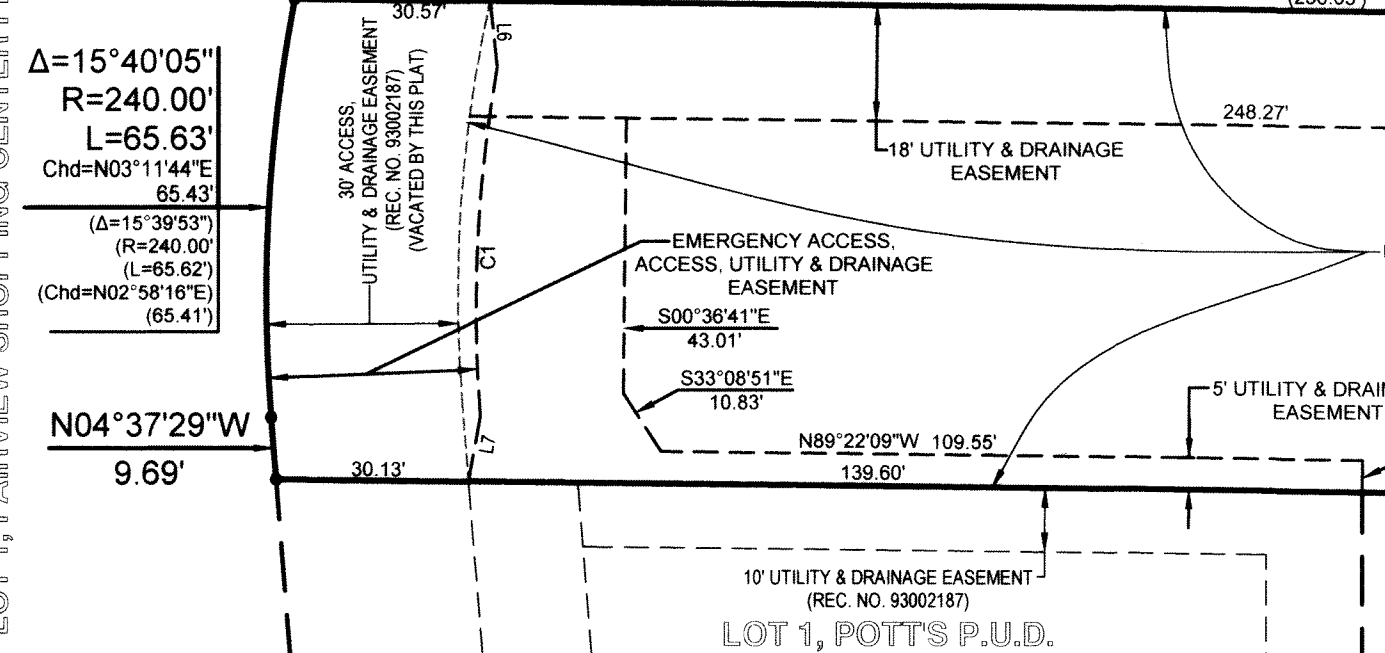
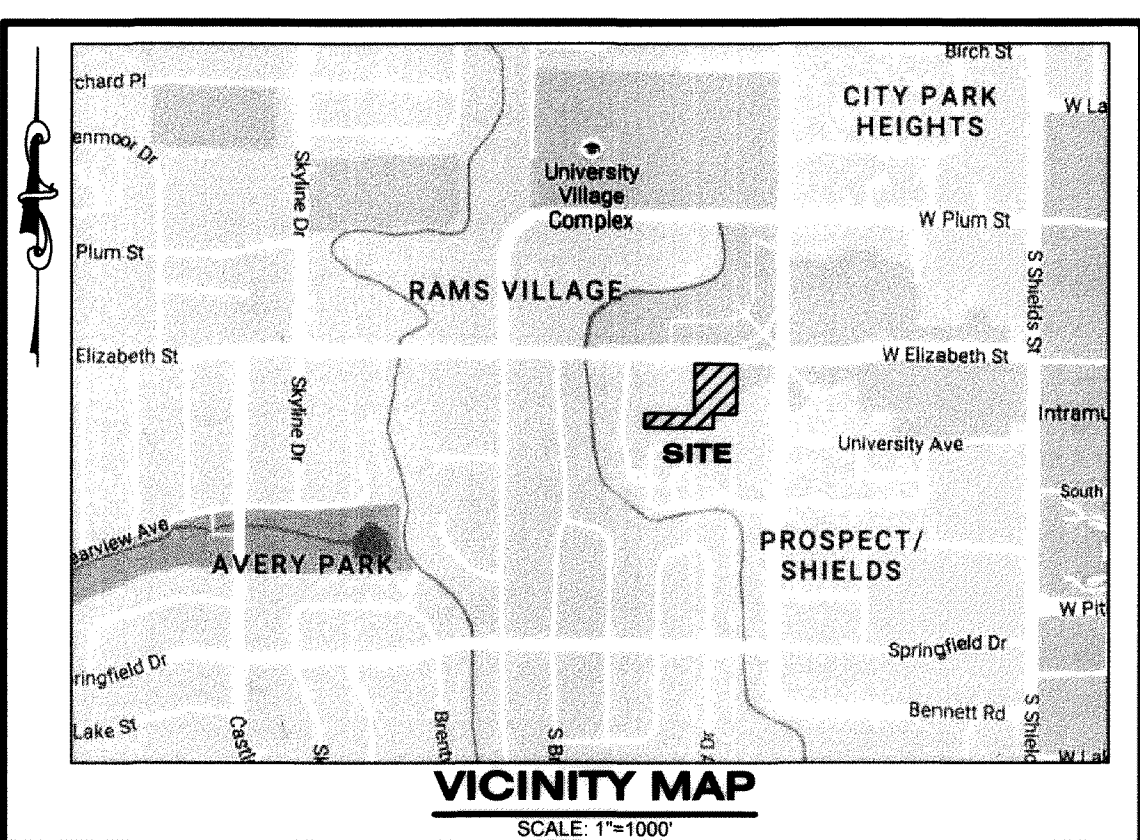
BY THE DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES THE CITY OF FORT COLLINS, COLORADO THIS 5 DAY OF September, A.D. 20 18.

Charles N. Beckstrom
DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- SECTION LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE VACATED BY THIS PLAT
- PROPOSED EASEMENT LINE AS NOTED
- PROPOSED DRAINAGE EASEMENT
- R.O.W. RIGHT-OF-WAY
- L.S. NO. LAND SURVEYOR NUMBER
- BK. PG. BOOK AND PAGE
- REC. NO. RECEPTION NUMBER
- (XXX.XX) AS RECORDED
- SECTION CORNER
- SET 5/8"x24" REBAR & 1 1/4" YELLOW PLASTIC CAP L.S. NO. 33202 UNLESS OTHERWISE NOTED



ESC ENGINEERING SERVICE COMPANY
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CIVIL ENGINEERS / LAND SURVEYORS

14190 East Evans Avenue
Aurora, Colorado 80014
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P. 303.337.1393
F. 303.337.7481
T/F 1.877.273.0659

Survey No: 16217-P
Project No: 1157-1
Date: 11/28/2018
Revised: 07/11/2018

COURSE	BEARING	DISTANCE
L1	N00°38'00"E	90.00'
L2	S89°21'59"E	23.00'
L3	S00°38'01"W	49.00'
L4	S89°21'59"E	15.83'
L5	S00°38'01"W	40.96'
L6	S06°21'00"E	10.30'
L7	S10°12'48"W	10.28'

COURSE	DELTA	RADIUS	LENGTH	Chd BEARING	Chd LENGTH
C1	14°26'38"	217.50'	54.83'	S02°45'26"W	54.68'