

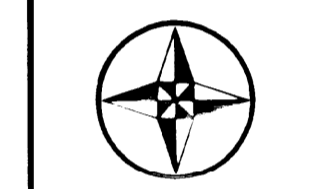
C-149 2311

# COLLINDALE GOLF COURSE CLUBHOUSE

## PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

DATE: 8/7/2001  
 FILE NAME: 2001121SUB  
 SCALE: 1" = 50'  
 DRAWN BY: CBJ/JAC  
 CHECKED BY: CBJ

**KING SURVEYORS INC.**  
 9299 EASTMAN PARK DRIVE • WINDSOR, CO 80550  
 PHONE: (970) 686-5011 • FAX: (970) 686-5821 • WWW.KINGSURVEYORS.COM



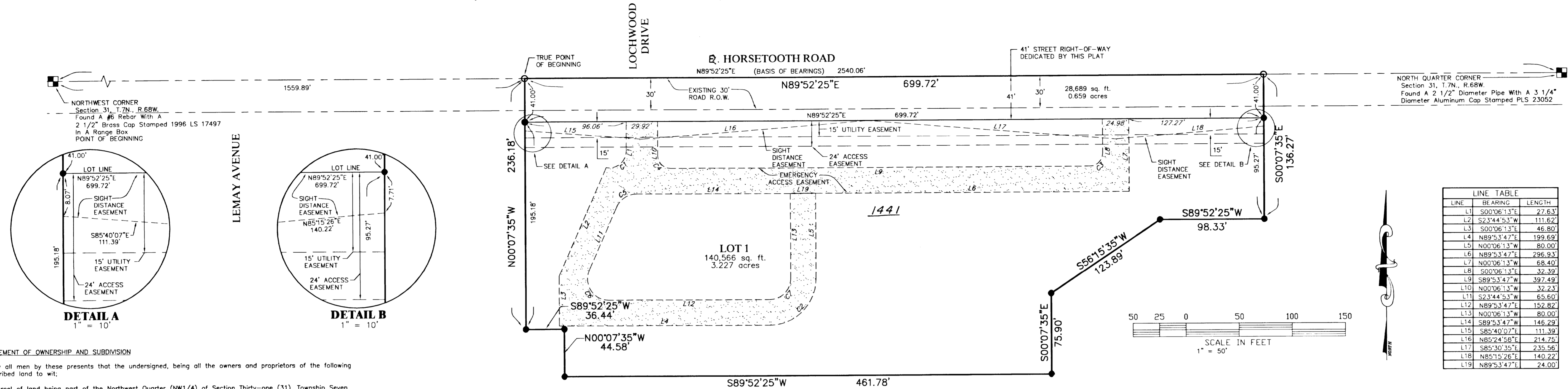
DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

COLLINDALE GOLF COURSE CLUBHOUSE  
 for  
 S.A. Miro Suite 310  
 Fort Collins, CO 80525

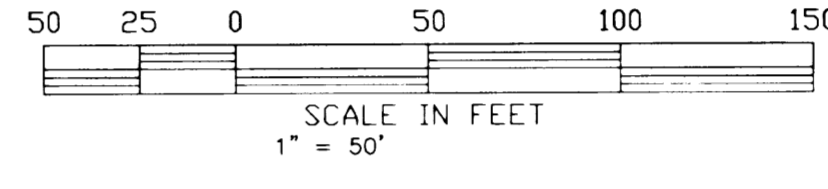
PROJECT # 2001121

**1**

SHT 1 OF 1



LINE	BEARING	LENGTH
L1	S00°06'13"E	27.63
L2	S23°44'53"W	111.62
L3	S00°06'13"E	46.80
L4	N89°53'47"E	199.69
L5	N00°06'13"W	80.00
L6	N89°53'47"E	296.93
L7	N00°06'13"W	68.40
L8	S00°06'13"E	32.39
L9	S89°53'47"W	392.49
L10	N00°06'13"W	32.23
L11	S23°44'53"W	65.60
L12	N89°53'47"E	152.82
L13	N00°06'13"W	80.00
L14	S89°53'47"W	146.29
L15	S85°40'07"E	111.39
L16	N85°24'58"E	214.75
L17	S85°30'35"E	235.56
L18	N85°15'26"E	140.22
L19	N89°53'47"E	24.00



**STATEMENT OF OWNERSHIP AND SUBDIVISION**  
 Know all men by these presents that the undersigned, being all the owners and proprietors of the following described land to wit:  
 A parcel of land being part of the Northwest Quarter (NW1/4) of Section Thirty-one (31), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:  
 BEGINNING at the Northwest Corner of said Section 31 and assuming the North line of said NW1/4 as bearing North 89°52'25" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2540.06 feet with all other bearings contained herein relative thereto:  
 THENCE North 89°52'25" East along said North line a distance of 1559.89 feet to the TRUE POINT OF BEGINNING.  
 THENCE North 89°52'25" East along said North line a distance of 699.72 feet;  
 THENCE South 89°52'25" West a distance of 136.27 feet;  
 THENCE South 56°15'35" West a distance of 123.89 feet;  
 THENCE South 00°07'35" East a distance of 75.90 feet;  
 THENCE South 89°52'25" West a distance of 461.78 feet;  
 THENCE North 00°07'35" West a distance of 44.58 feet;  
 THENCE South 89°52'25" West a distance of 36.44 feet;  
 THENCE North 00°07'35" West a distance of 236.18 feet to the North line of said NW1/4, said point being the TRUE POINT OF BEGINNING.

Said described parcel of land contains 3.886 Acres, more or less (±), and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.  
 The undersigned have caused the above described land to be surveyed and subdivided into lots, tracts, streets, and easements as shown on this plat to be known as COLLINDALE GOLF COURSE CLUBHOUSE, subject to all easements and rights-of-way now of record or existing or indicated on this plat.

**CERTIFICATE OF DEDICATION**  
 The Undersigned Does Hereby Dedicate And Convey To The City Of Fort Collins, Colorado, For Public Use, Forever, The Streets And Easements As Laid Out And Designated On This Plat; Provided, However, That (1) Acceptance By The City Of This Plat and the Dedication Of Easements Shown Hereupon Does Not Impose Upon The City A Duty To Maintain The Easements So Dedicated, And (2) Acceptance By The City Of This Plat and the Dedication Of Streets Shown Hereupon 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 Undersigned Parties Acknowledge That The City Of Fort Collins, As An Undersigned Interest-Holder In The Subject Property, May Have Obligations With Respect To Maintenance Of The Property Arising Under Separate Agreement Between One Or More Of The Undersigned Parties, And Further Acknowledge That This Plat And The Guarantees Stated On This Plat Are Not Intended To Alter Said Obligations.

**MAINTENANCE GUARANTEE**  
 The Undersigned Hereby Warrant And Guarantee To The City Of Fort Collins, 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 Constructed Under The Authority Of This Plat. This Warranty And Guarantee Is Made In Accordance With The City Of Fort Collins 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 Undersigned 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 Undersigned 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 Undersigned Fail 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 Undersigned. 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 Undersigned.

**REPAIR GUARANTEE**  
 In Consideration Of The Approval Of This Final Plat And Other Valuable Consideration, The Undersigned Do Hereby Agree To Hold The City Of Fort Collins, Colorado, Harmless For A Five (5) Year Period, Commencing Upon The Date Of Completion And First Acceptance By The City Of The Improvements Constructed Under The Authority 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 Furthermore Commit 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 Undersigned Owner Warrants That It Owns Fee Simple Title To The Property Shown Hereon And Agrees That The City Of Fort Collins Shall Not Be Liable To The Undersigned 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 Whosoever On Private Property. Any And All Monetary Liability Occurring Under This Paragraph Shall Be The Liability Of The Owner. The Owner Further Warrants That, With The Consent Of The Undersigned Lessee And Deed Of Trust Beneficiary, It Has The Right To Convey Said Land According To This Plat.  
 The Obligations Of The Undersigned Pursuant To The "Maintenance Guarantee" And "Repair Guarantee" Provisions Set Forth Above May Not Be Assigned Or Transferred To Any Other Person Or Entity Unless The Warranted Improvements Are Completed By, And A Letter Of Acceptance Of The Warranted Improvements Is Received From The City By, Such Other Person Or Entity, Or Except As May Be Assigned Or Transferred To The City As The Undersigned Lessee.

**LEGEND**

— X — X —	FENCE LINE	■	FOUND ALIQUOT CORNER AS DESCRIBED
— — — —	LOT LINE	●	SET ALIQUOT CORNER AS DESCRIBED
— — — —	SECTION LINE	■	FOUND #4 REBAR WITH A YELLOW PLASTIC CAP STAMPED LS 22098
— — — —	QUARTER SECTION LINE	●	SET 24" OF #4 REBAR WITH YELLOW PLASTIC CAP STAMPED JONES, LS 22098
— — — —	RIGHT-OF-WAY	○	CALCULATED POSITION
— — — —	PROPERTY LINE		
R	RECORDED		
P	PLATTED		
M	MEASURED		

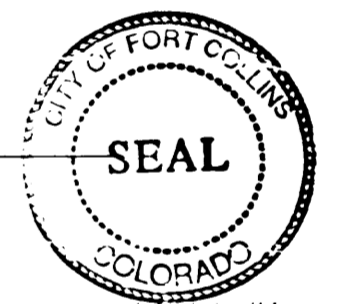
**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD
C1	28.25	16.00	101°08'51"	N50°28'12"E	24.72
C2	69.12	44.00	90°00'00"	N44°53'47"E	62.23
C3	18.85	12.00	90°00'00"	N44°53'47"E	16.97
C4	18.85	12.00	90°00'00"	S45°06'13"E	16.97
C5	23.09	20.00	66°08'53"	S56°49'20"W	21.83
C6	39.74	20.00	113°51'07"	S33°10'40"E	33.52
C7	31.42	20.00	90°00'00"	N44°53'47"E	28.28

- TITLE COMMITMENT NOTES - SCHEDULE B**
- All existing roads, highways, pipelines, utilities and rights of way and easements thereof. (NOT PLOTTABLE)
  - Right of way for Warren Lake Ditch as established and or used. (NOT PLOTTABLE)
  - Terms, conditions and provisions of Agreement recorded May 14, 1980 in Book 2043 at Page 403. (DOES NOT AFFECT THIS PROPERTY)
  - Terms, conditions and provisions of Easement Agreement recorded July 10, 1980 in Book 2054 at Page 161. (DOES NOT AFFECT THIS PROPERTY)
  - Terms, conditions and provisions of Easement Agreement recorded July 10, 1980 in Book 2054 at Page 164. (DOES NOT AFFECT THIS PROPERTY)
  - Terms, conditions and provisions of Utility Easement Agreement recorded October 20, 1980 in Book 2079 at Page 355. (DOES NOT AFFECT THIS PROPERTY)
  - Terms, conditions and provisions of Utility Easement Agreement recorded October 20, 1980 in Book 2079 at Page 362. (DOES NOT AFFECT THIS PROPERTY)
  - Terms, conditions and provisions of Agreement recorded June 19, 1986 at Reception Number 86032481. (DOES NOT AFFECT THIS PROPERTY)

**ENGINEERING CERTIFICATE**  
 By the City Engineer of the City of Fort Collins, Colorado this 10th day of April  
 A.D. 2002.  
 City Engineer

**PLANNING CERTIFICATE**  
 By the Director of Planning of the City of Ft. Collins, Colorado this 10th day of April  
 A.D. 2002.  
 Director of Planning



**NOTE**  
 According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

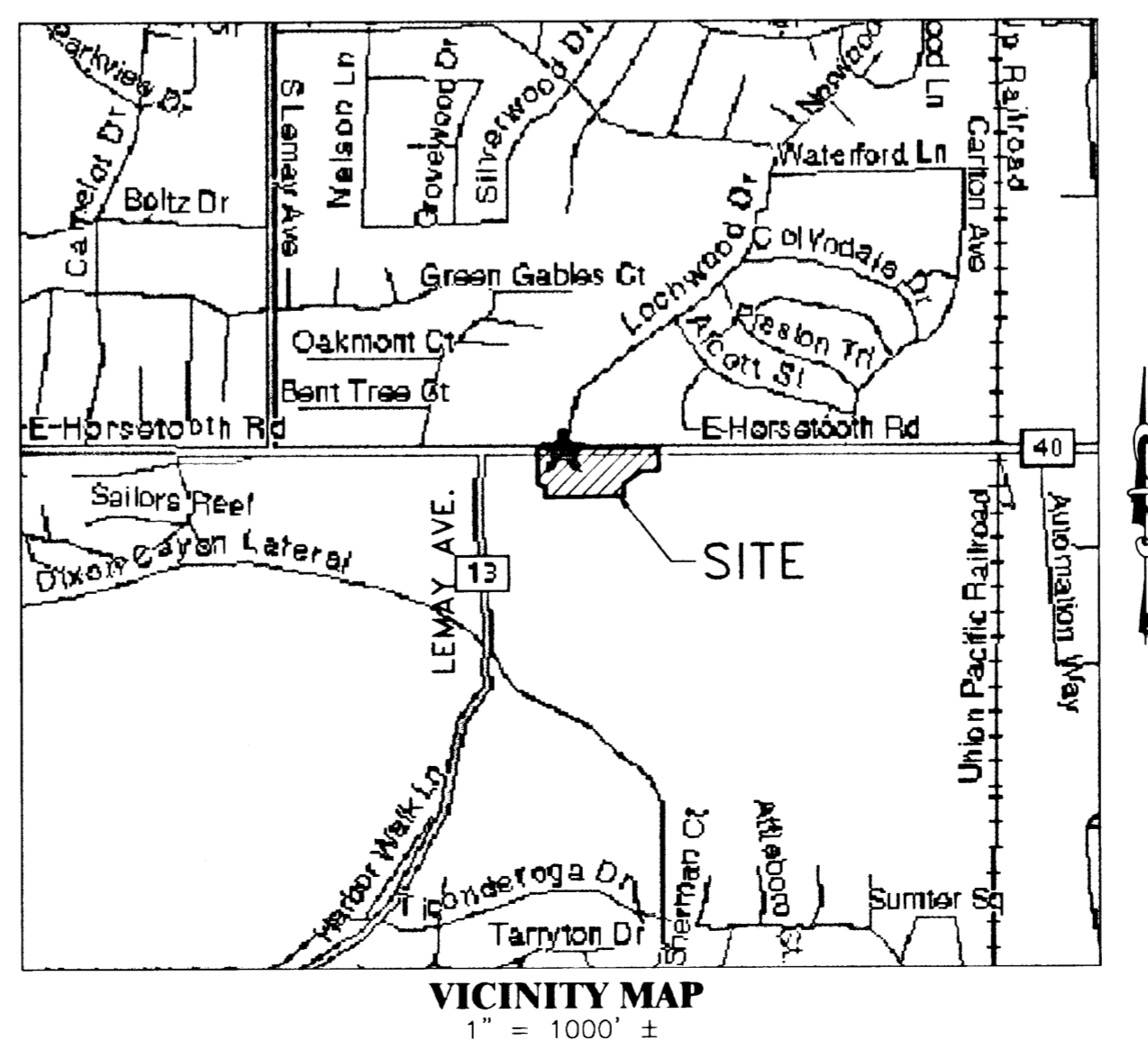
**BASIS OF BEARINGS**  
 Beginning at the Northwest Corner of the aforesaid Section 31 and assuming the North line of the NW1/4 of Section 31, T.7N., R.68W., as bearing North 89°52'25" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2540.06 feet with all other bearings contained herein relative thereto.

**TITLE COMMITMENT NOTE**  
 This survey does not constitute a title search by King Surveyors Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title records, King Surveyors Inc. relied upon Title Commitment Number FC2500244, dated July 27, 2001 at 5:00 P.M. as prepared by Land Title Guarantee Company, 3615 Mitchell Drive, Fort Collins, CO 80525 was relied upon to delineate the aforesaid information.

**ATTORNEY'S CERTIFICATION**  
 I hereby certify that the foregoing Deed/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 Deed/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 deed 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.

Carrie M. D...  
 Attorney  
 P.O. Box 580  
 Fort Collins, CO 80522  
 Registration No. 23316

**SURVEYOR'S STATEMENT**  
 I, Charles B. Jones, a Colorado Registered Professional Land Surveyor, do hereby state that this map of Collindale Golf Course Clubhouse 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, belief, and in my professional opinion.  
 Charles B. Jones  
 Colorado Registered Professional Land Surveyor #22098  
 August 7, 2002



**FORT COLLINS CAPITAL LEASING CORPORATION,**  
 A Colorado Nonprofit Corporation, As Owner  
 By: Robert R. McCluskey, Jr. Date: 3/13/02  
 As: President  
 Attest: Alan J. Krcmarik  
 Secretary

**NOTARIAL CERTIFICATE**  
 STATE OF COLORADO  
 COUNTY OF LARIMER ss.  
 The foregoing instrument was acknowledged before me this 13 day of March, 2002, by Robert R. McCluskey, Jr., as President of Fort Collins Capital Leasing Corporation, a Colorado nonprofit corporation, and by Alan J. Krcmarik, as Secretary of Fort Collins Capital Leasing Corporation, a Colorado nonprofit corporation.  
 Witness my hand and official seal.  
 My commission expires: 8/11/2003  
 Vicki A. Mesa  
 Notary Public

**THE CITY OF FORT COLLINS, COLORADO,**  
 A Municipal Corporation, As Lessee  
 By: John F. Fischbach Date: 3/12/02  
 John F. Fischbach  
 As: City Manager  
**NOTARIAL CERTIFICATE**  
 STATE OF COLORADO  
 COUNTY OF LARIMER ss.  
 The foregoing instrument was acknowledged before me this 12th day of March, 2002, by John F. Fischbach, as City Manager of the City of Fort Collins, Colorado, a municipal corporation, and Wanda Krajciak, City Clerk of the City of Fort Collins, Colorado, a municipal corporation.  
 Witness my hand and official seal.  
 My commission expires: 9-12-2004  
 Rita Knoll Harris  
 Notary Public

C-149 2311