

# A REPLAT OF LOT ONE, COLLINDALE BUSINESS PARK SIXTH FILING

SITUATE IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE SIXTH P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

### STATEMENT OF OWNERSHIP AND SUBDIVISION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners and proprietors of Lot One, Collindale Business Park Sixth Filing, being more particularly described as follows, to-wit: a tract of land situate in the Northeast 1/4 of Section 31, Township 7 North, Range 68 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, which, considering the East line of said Northeast 1/4 as bearing S00°05'00"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point on the West right-of-way line of Timberline Road which bears S00°05'00"E 2073.63 feet, and again S89°55'00"W 60.50 feet from the Northeast Corner of said Section 31, and run thence along the arc of a 20.00 foot radius curve to the right a distance of 31.45 feet, the long chord of which bears S44°58'12"W 28.31 feet to a point on the North right-of-way line of Lowe Street; thence along said North right-of-way line, N89°58'36"W 44.39 feet, and again along the arc of a 1170.44 foot radius curve to the right a distance of 193.58 feet, the long chord of which bears N85°14'21"W 193.36 feet, and again N80°30'00"W 129.15 feet; thence N19°20'00"E 391.26 feet; thence S76°31'00"E 261.68 feet to a point on the West right-of-way line of Timberline Road; thence along said West right-of-way line, S00°05'00"E 325.55 feet to the point of beginning, containing 2.7553 acres, more or less.

The undersigned have caused the above described land to be surveyed and subdivided into tracts and easements as shown on this plat to be known as A Replat Of LOT ONE, COLLINDALE BUSINESS PARK SIXTH FILING 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 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 the streets so dedicated until such time as the provisions of the maintenance guarantee have been fully satisfied.

### MAINTENANCE GUARANTEE:

The undersigned hereby warrants and guarantees 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 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 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 does 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 the owner furthermore commits to make reasonable 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 warrants that he/she 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 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. 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.

Witness our hands and seals this 10th day of SEPTEMBER, A.D., 2002.

Eugene Koehnke  
EUGENE KOEHNKE  
Lorraine F. Koehnke  
LORRAINE F. KOEHNKE

State of Colorado } S.S.  
County of Larimer }  
The foregoing dedication was acknowledged before me this 10th day of SEPTEMBER, A.D., 2002, by Eugene Koehnke and by Lorraine F. Koehnke.

My notarial commission expires 11-09-2006 NOTARY PUBLIC Mary C. Dwyer

NORLARCO CREDIT UNION  
BY COUSIN

State of Colorado } S.S.  
County of Larimer }  
The foregoing dedication was acknowledged before me this 10th day of SEPTEMBER, A.D., 2002, by G Charles Mabry  
My notarial commission expires 4-1-06

BY WILLIAM F. REILLY  
WILLIAM F. REILLY  
TROY A. TAFOLA  
TROY A. TAFOLA  
T & B HOLDINGS, LLC, A Colorado Limited Liability Company

State of Colorado } S.S.  
County of Larimer }  
The foregoing dedication was acknowledged before me this 10th day of SEPTEMBER, A.D., 2002, by William F. Reilly and Troy A. Tafola  
My notarial commission expires 2-20-05

### ATTORNEY'S CERTIFICATE:

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.

### SURVEYOR'S CERTIFICATE:

I, Franklin D. Blake, 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.

FRANKLIN D. BLAKE  
Colorado registered P.L.S. # 13889839  
Date: 9/17/02

### ENGINEERING CERTIFICATE:

By the City Engineer of the City of Fort Collins, Colorado this 10th day of October, A.D., 2002.

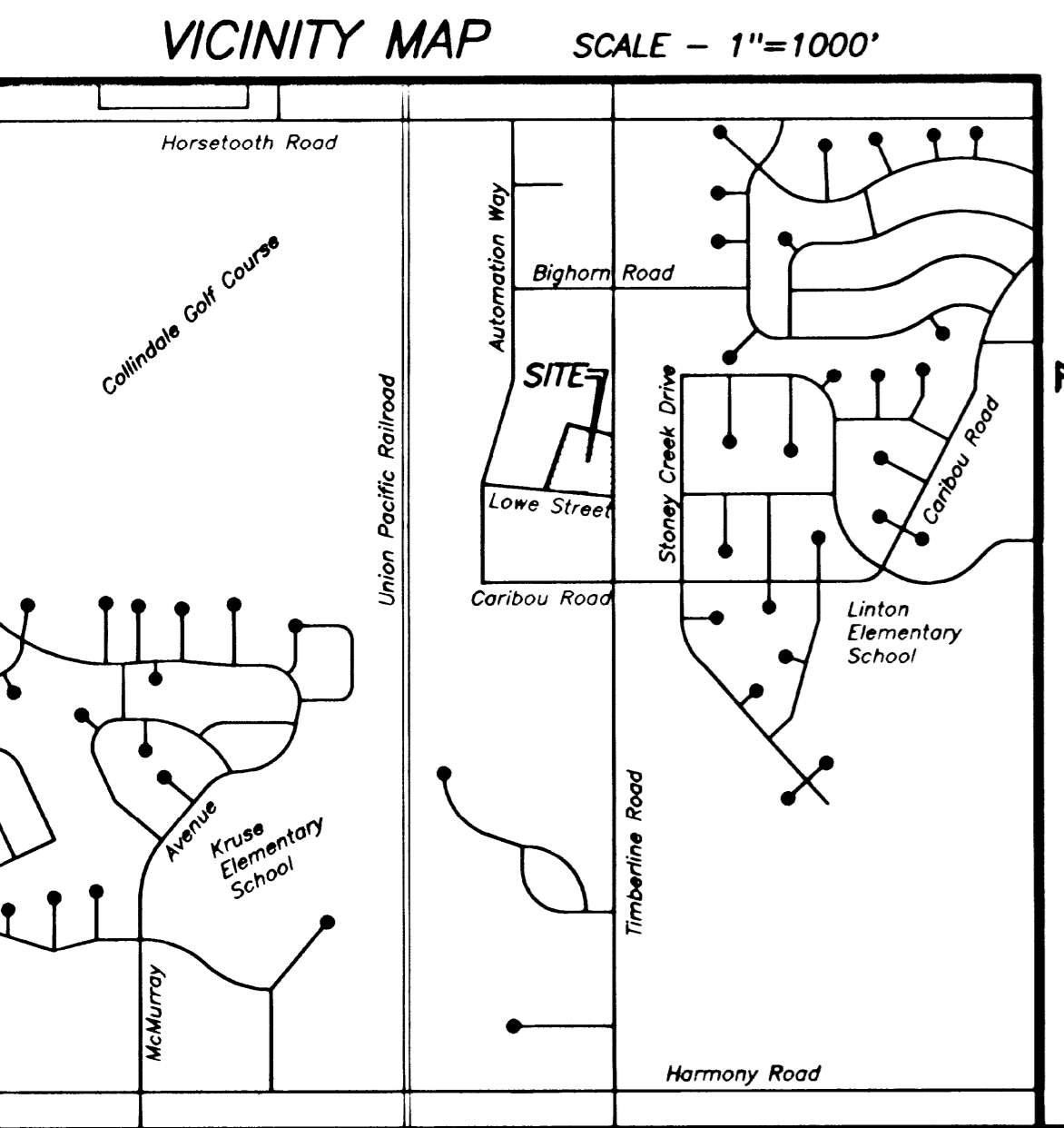
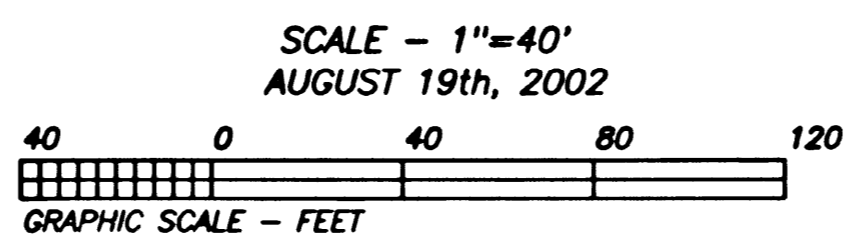
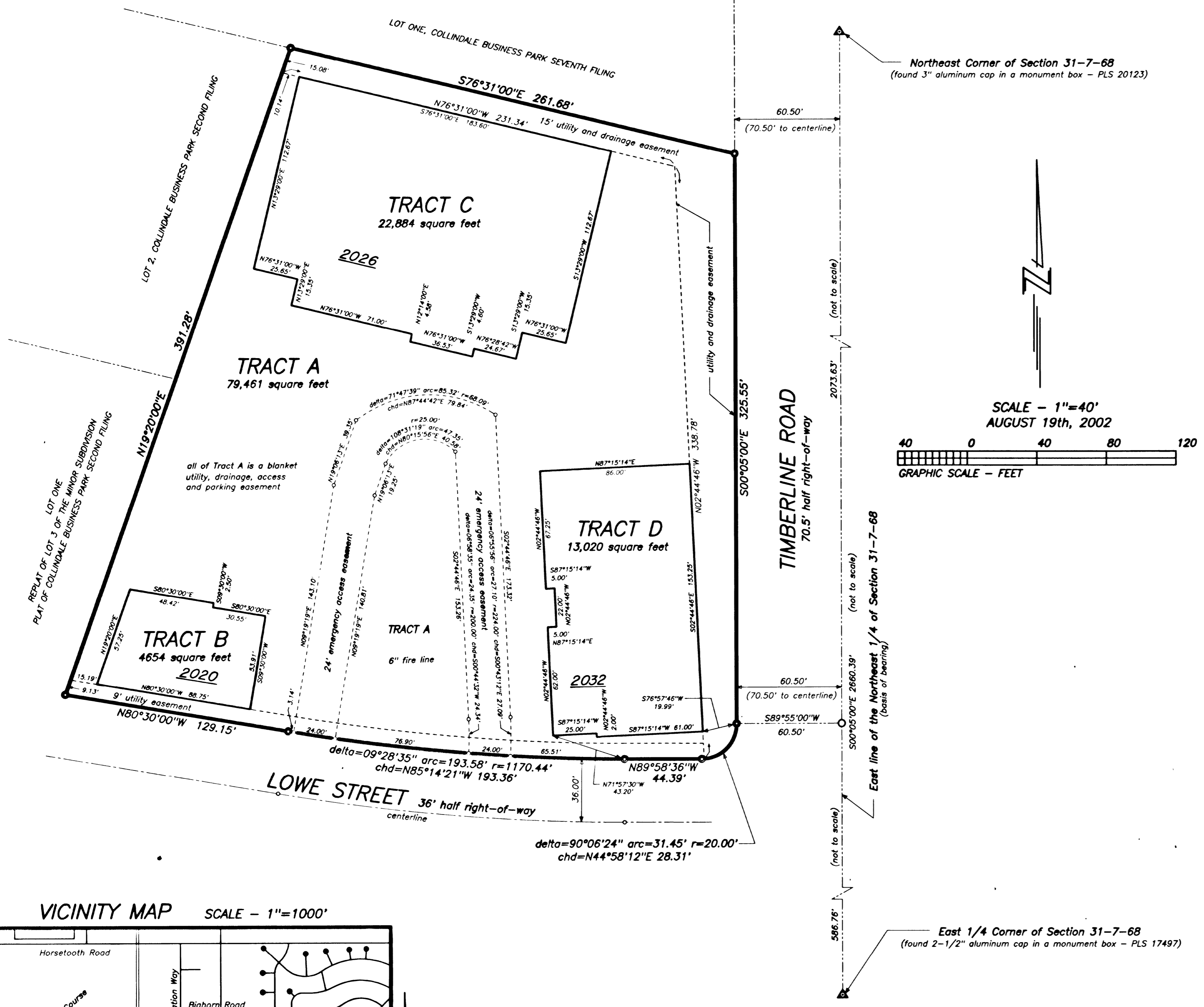
City Engineer  
CITY ENGINEER

### PLANNING CERTIFICATE:

By the Director of Planning of the City of Fort Collins, Colorado this 11th day of October, A.D., 2002.

Director of Planning  
DIRECTOR OF PLANNING

City Clerk  
CITY CLERK



- NOTES:
- Bearings are based on the assumption that the East line of the Northeast 1/4 of Section 31-7-68 bears S00°05'00"E.
  - - Indicates found 1/2" rebar with cap No. 7839 unless otherwise shown.

NOTICE OF OTHER DOCUMENTS:  
All persons take notice that the developer and/or owner has executed certain documents pertaining to this development which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants which 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 of Fort Collins and should be closely examined by all persons interested in purchasing any portion of the development site.

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.