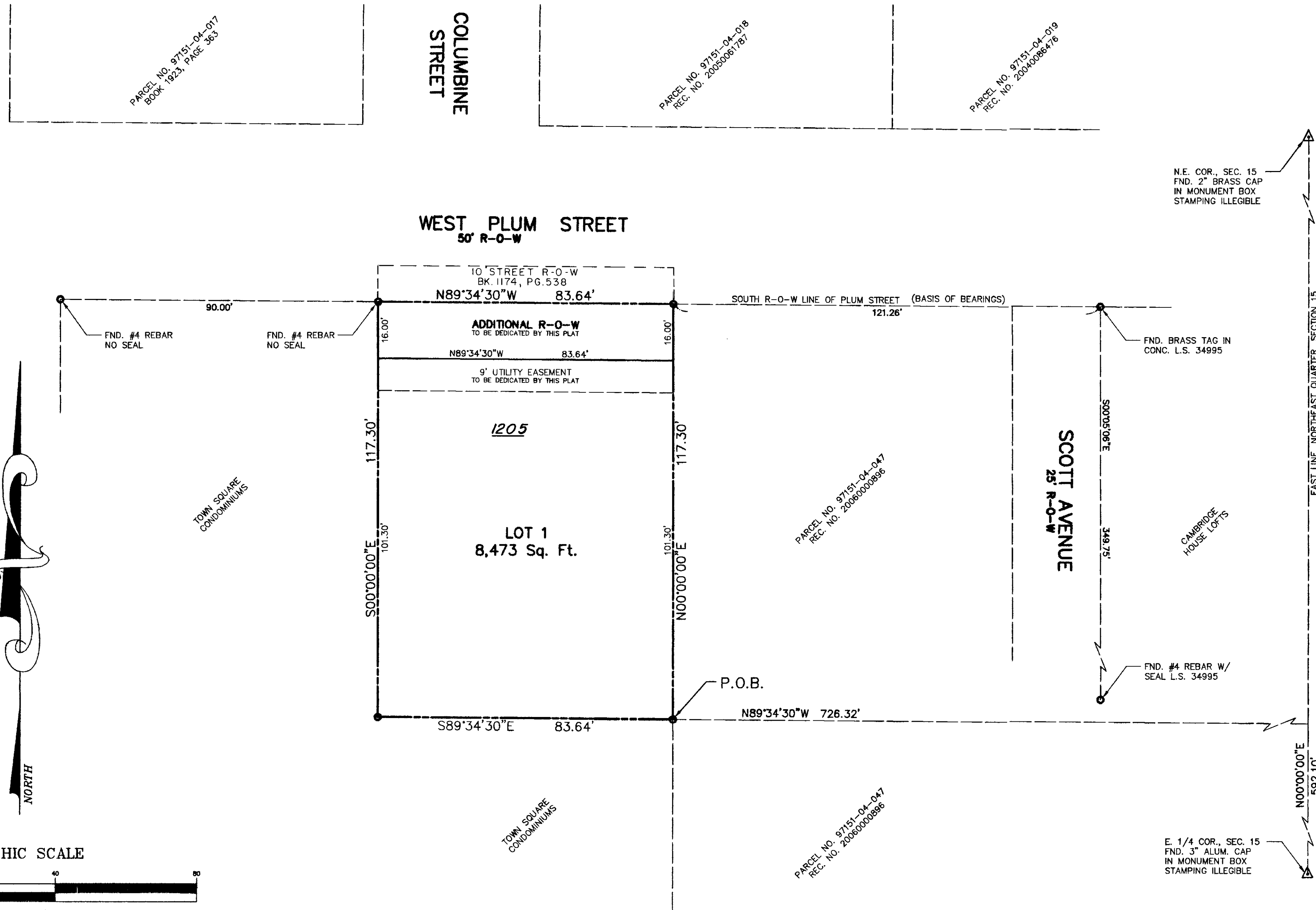


DECHAIRO SUBDIVISION

SITUATE IN THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF FT. COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.



STATEMENT OF OWNERSHIP AND SUBDIVISION:
Know all men by these presents, that the undersigned, being owners of the following described land:
Begin at a point which bears North 89°34'30" West 726.32 feet and again North 592.1 feet from the Southeast corner of the Northeast Quarter of Section 15, Township 7 North, Range 69 West of the 6th P.M., City of Fort Collins, County of Larimer, State of Colorado and run Thence North 117.3 feet; thence North 89°34'30" West 83.64 feet; thence South 117.3 feet; thence South 89°34'30" East 83.64 feet to the Point of Beginning,
which above described tract contains 9,811 square feet, more or less,
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 DECHAIRO SUBDIVISION, 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 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 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 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 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.

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.

OWNERS: Roger R. Dechairo and Kay E. Dechairo
Roger R. Dechairo Kay E. Dechairo
Roger R. Dechairo Kay E. Dechairo
STATE OF COLORADO)
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me this 9th day of March 2007 by Roger R. Dechairo and Kay E. Dechairo.
Witness my hand and official seal:
My commission expires: *Misti Chualin*
Notary Public 3521 W. Eisenhower Blvd.
Loveland, CO 80537

LIENHOLDER: *Chariro Paganas* Mortgage Electronic Registration System, Inc. A/N/F *Systems
SPM Organ Chase Bank, N.A.
BY: *Chariro Paganas*, Asst. Secretary
STATE OF Florida)
COUNTY OF Hillsborough)
The foregoing instrument was acknowledged before me this 3rd day of April 2007 by *Chariro Paganas*.
Witness my hand and official seal:
My commission expires: *2/29/2008*
Notary Public *Fidias A. Rodriguez*

APPROVED AS TO FORM, CITY ENGINEER:
By the City Engineer of the City of Fort Collins, Colorado this 31 day of August 2007
A.D. 2007
Walter Muscutti
City Engineer

PLANNING APPROVAL:
By the Director of Planning of the City of Fort Collins, Colorado this 11th day of September 2007
A.D. 2007
James G. ...
Director of Planning

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.

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.
Basis of Bearings:
Assumed the South Right-of-Way line of Plum Street as bearing North 89°34'30" West, said line being monumented as shown hereon.
Recorded and apparent rights-of-way and easements are shown per the Title Commitment prepared by Land Title Guarantee Company Order No. FC25013355, dated July 26, 2002.

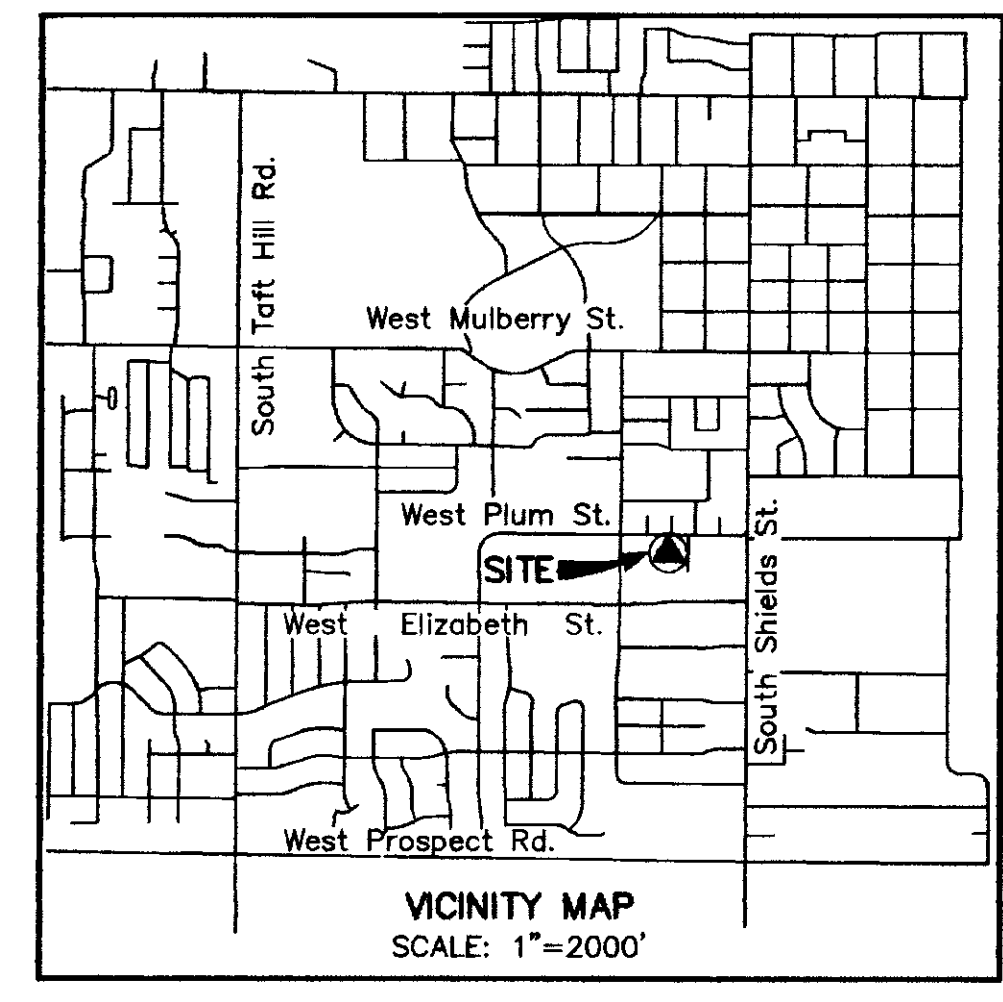
SURVEYOR'S STATEMENT:
I, Paul A. Hernandez, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

LANDMARK ENGINEERING LTD.
By: *Paul A. Hernandez*
Paul A. Hernandez
Coto. L.S. 32829
Professional Land Surveyor
32829

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: *Henry J. Bell*
Address: 322 E. Oak St.
Fort Collins, CO 80524
Registration No: 9630

APPROVED AS TO FORM, CITY ENGINEER:
By the City Engineer of the City of Fort Collins, Colorado this 31 day of August 2007
A.D. 2007
Walter Muscutti
City Engineer

PLANNING APPROVAL:
By the Director of Planning of the City of Fort Collins, Colorado this 11th day of September 2007
A.D. 2007
James G. ...
Director of Planning



REVISIONS	Date
By PAH	2/29/07
CHANGES PER STAFF COMMENTS	

Landmark Engineering
Engineers Planners Surveyors Architects Geotechnical
3521 West Eisenhower Blvd., Loveland, Colorado 80537
(970) 667-6298 • Toll Free 1-866-379-6252 • Fax (970) 667-6299
www.landmarkeng.com

DATE: JAN., 2007
SCALE: 1"=20'
DRAWN: PAH
DESIGNED: PAH
APPROVED: PAH

CLIENT: DECHAIRO CONSTRUCTION COMPANY
THE DECHAIRO SUBDIVISION
FINAL PLAT
CITY OF FORT COLLINS, COLORADO
JOB NO.: DECHAC
6F2F01-207
SHEET 1

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