

FINAL PLAT FOR
MONTAVA SUBDIVISION PHASE D INFRASTRUCTURE

A REPLAT OF TRACT NN AND TRACT OO OF MONTAVA SUBDIVISION PHASE D AND VACATED RIGHT-OF-WAY LOCATED IN A PORTION OF
SECTION 32 AND SECTION 33, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.

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. OWNERS RESERVE 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. OWNERS 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 NOT WILL 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 OWNERS TO REMOVE SUCH OBSTACLES FROM THE EASEMENTS. IF AN 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.

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.

DESCRIPTION OF LAND USE	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
TRACT A	OS, PA, DE, UE	1.08	6.42% MONTAVA METRO DISTRICT
TRACT B	OS, PA, DE, UE	0.81	4.86% MONTAVA METRO DISTRICT
TRACT C	OS, PA, DE, UE	0.50	2.99% MONTAVA METRO DISTRICT
TRACT D	DE, FUTURE DEVELOPMENT	2.97	17.75% MONTAVA METRO DISTRICT
TRACT E	OS, PA, DE, UE	1.84	10.96% MONTAVA METRO DISTRICT
TRACT F	DE, FUTURE DEVELOPMENT	4.27	25.52% MONTAVA METRO DISTRICT
RIGHT-OF-WAY		5.28	31.50% CITY OF FORT COLLINS
TOTAL	16.75	100.00%	

PA-PUBLIC ACCESS EASEMENT, DE-DRAINAGE EASEMENT, UE-UTILITY EASEMENT, OS-OPEN SPACE

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.

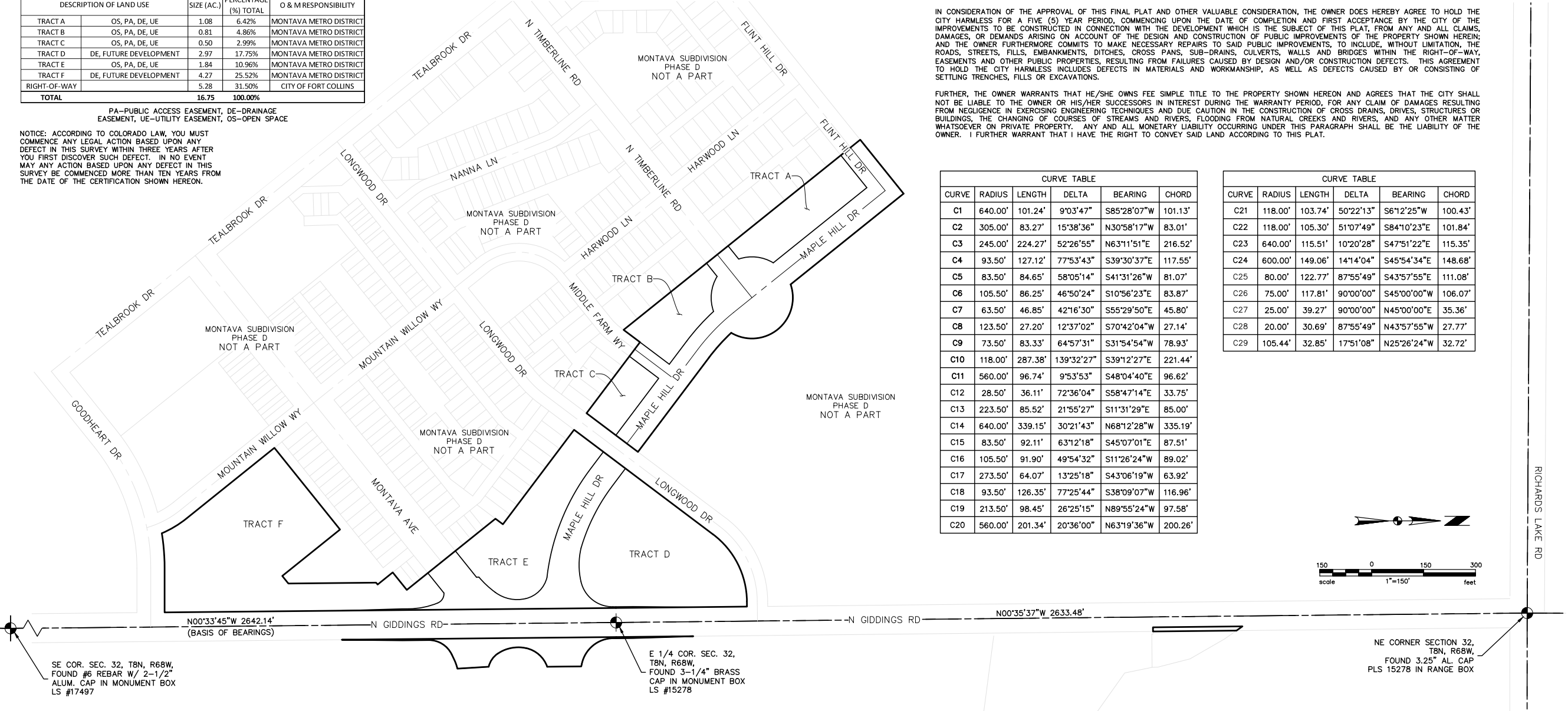
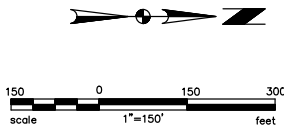
REPAIR GUARANTEE

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.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	640.00'	101.24'	9°03'47"	S85°28'07"W	101.13'
C2	305.00'	83.27'	15°38'36"	N30°58'17"W	83.01'
C3	245.00'	224.27'	52°26'55"	N63°11'51"E	216.52'
C4	93.50'	127.12'	77°53'43"	S39°30'37"E	117.55'
C5	83.50'	84.65'	58°05'14"	S41°31'26"W	81.07'
C6	105.50'	86.25'	46°50'24"	S10°56'23"E	83.87'
C7	63.50'	46.85'	42°16'30"	S55°29'50"E	45.80'
C8	123.50'	27.20'	12°37'02"	S70°42'04"W	27.14'
C9	73.50'	83.33'	64°57'31"	S31°54'54"W	78.93'
C10	118.00'	287.38'	139°32'27"	S39°12'27"E	221.44'
C11	560.00'	96.74'	9°53'53"	S48°04'40"E	96.62'
C12	28.50'	36.11'	72°36'04"	S58°47'14"E	33.75'
C13	223.50'	85.52'	21°55'27"	S11°31'29"E	85.00'
C14	640.00'	339.15'	30°21'43"	N68°12'28"W	335.19'
C15	83.50'	92.11'	63°12'18"	S45°07'01"E	87.51'
C16	105.50'	91.90'	49°54'32"	S11°26'24"W	89.02'
C17	273.50'	64.07'	13°25'18"	S43°06'19"W	63.92'
C18	93.50'	126.35'	77°25'44"	S38°09'07"W	116.96'
C19	213.50'	98.45'	26°25'15"	N89°55'24"W	97.58'
C20	560.00'	201.34'	20°36'00"	N63°19'36"W	200.26'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	118.00'	103.74'	50°22'13"	S6°12'25"W	100.43'
C22	118.00'	105.30'	51°07'49"	S84°10'23"E	101.84'
C23	640.00'	115.51'	10°20'28"	S47°51'22"E	115.35'
C24	600.00'	149.06'	14°14'04"	S45°54'34"E	148.68'
C25	80.00'	122.77'	87°55'49"	S43°57'55"E	111.08'
C26	75.00'	117.81'	90°00'00"	S45°00'00"W	106.07'
C27	25.00'	39.27'	90°00'00"	N45°00'00"E	35.36'
C28	20.00'	30.69'	87°55'49"	N43°57'55"W	27.77'
C29	105.44'	32.85'	17°51'08"	N25°26'24"W	32.72'



MONTAVA SUBDIVISION
PHASE D INFRASTRUCTURE
PLAT OVERALL



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1230.0009.00

SCALE 1" = 150'

DATE JULY 2025

SHEET

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**MONTAVA SUBDIVISION
PHASE D INFRASTRUCTURE
PLAT**



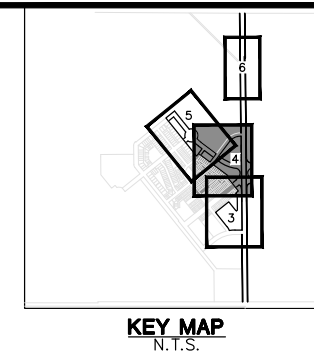
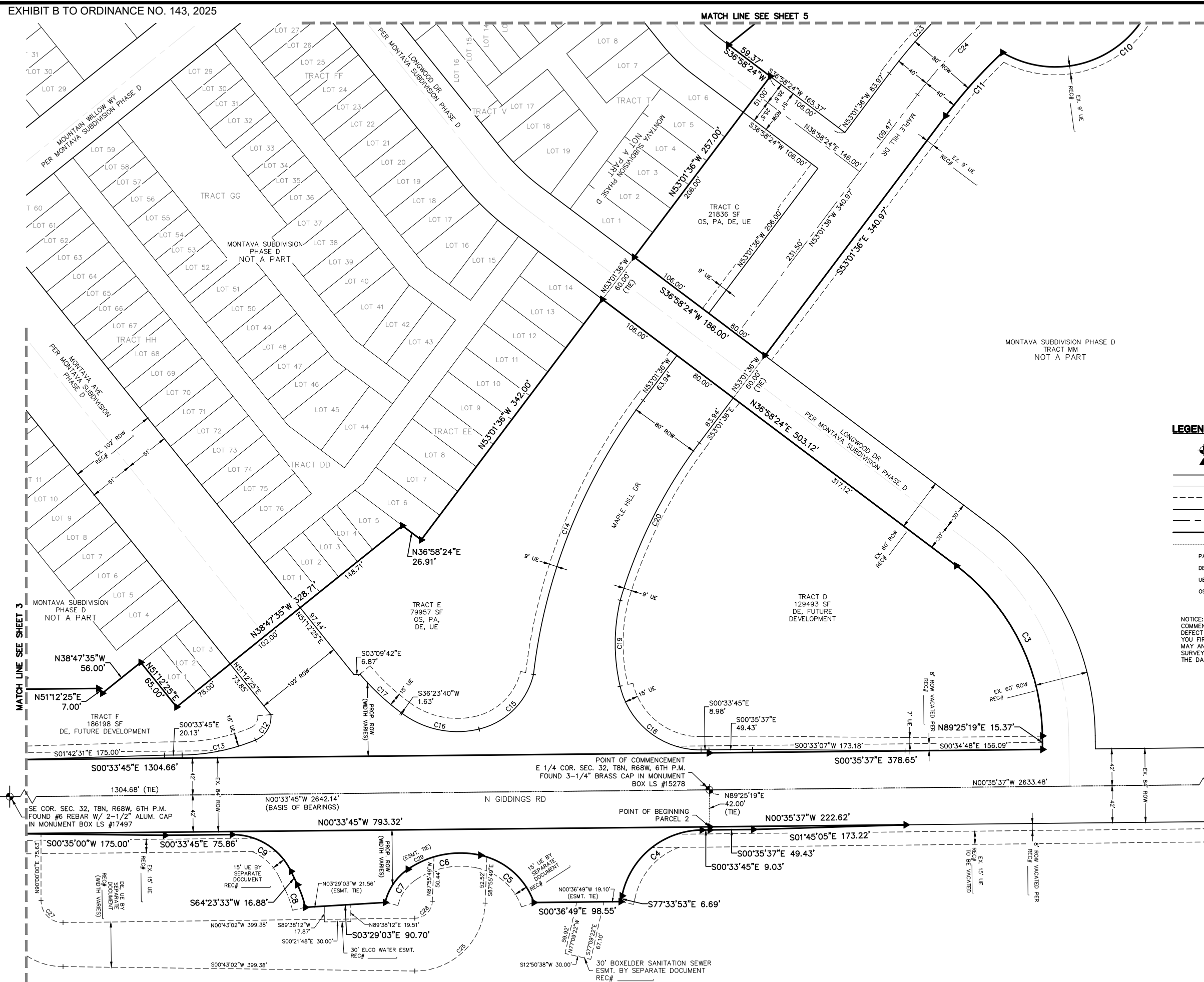
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JOB NO. 1230.0009.00

SCALE 1" = 50'

DATE JULY 2025

SHEET 3 of 6

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**MONTAVA SUBDIVISION
PHASE D INFRASTRUCTURE**



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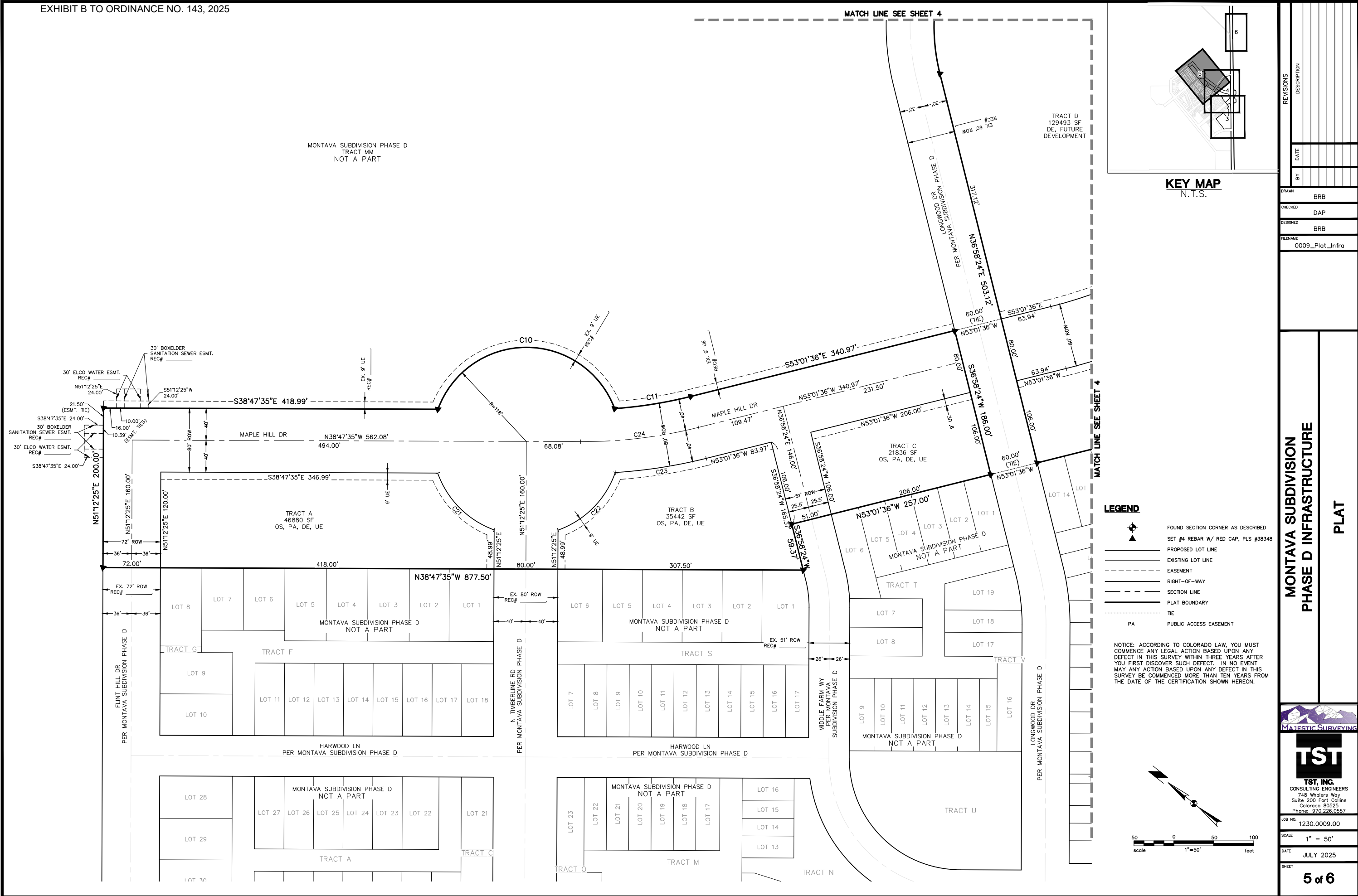
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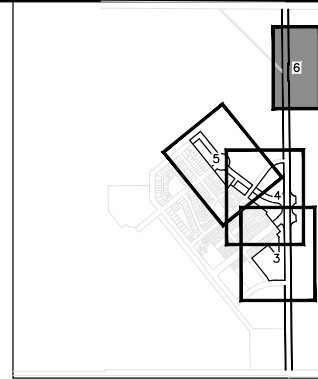
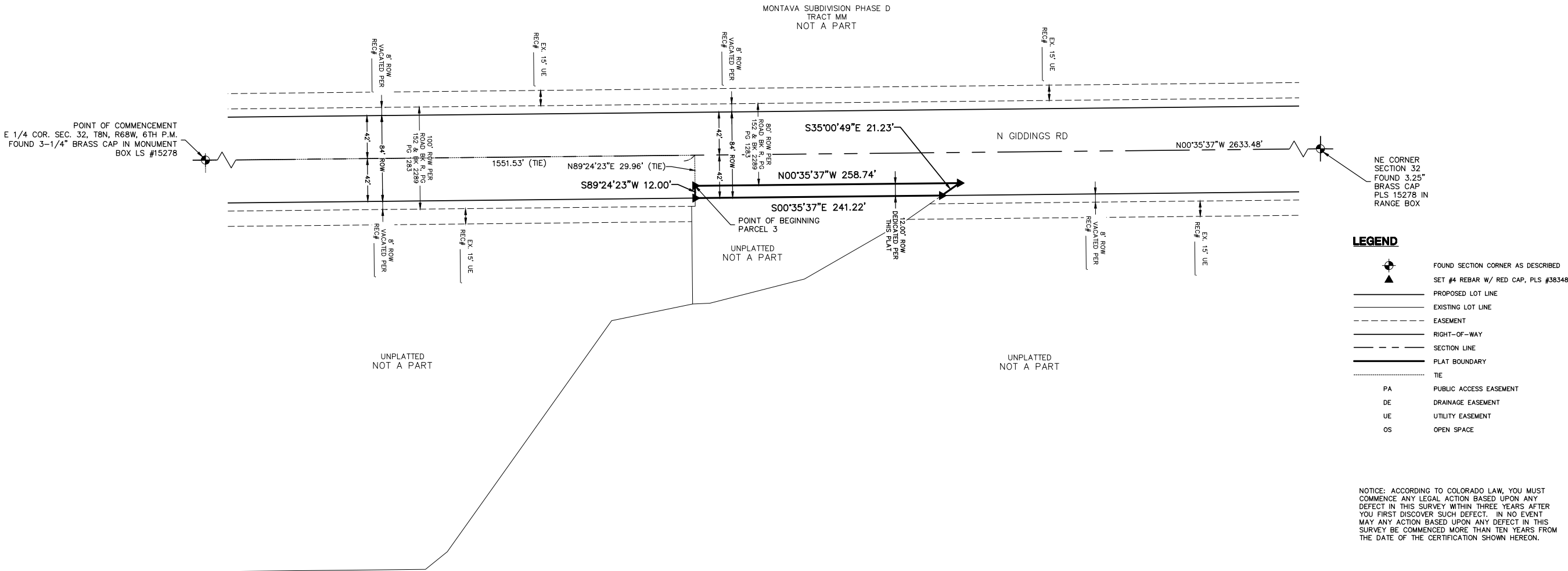
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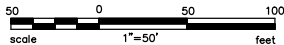


KEY MAP
N.T.S.

LEGEND

- FOUND SECTION CORNER AS DESCRIBED
- SET #4 REBAR W/ RED CAP, PLS #38348
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PLAT BOUNDARY
- TIE
- PA PUBLIC ACCESS EASEMENT
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- OS OPEN SPACE

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