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.

STATEMENT OF OWNERSHIP AND SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING OWNERS OF THE FOLLOWING DESCRIBED LAND:

FOUR (4) PARCELS OF LAND, SITUATE IN THE EAST HALF (E1/2) OF SECTION THIRTY-TWO (32), AND THE WEST HALF (W/2) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHT NORTH (T.8N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENTED BY A #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED LS 17497 AT THE SOUTH END AND BY A 3.25" BRASS CAP STAMPED LS 15278 AT THE NORTH END AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00'33'45" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1304.68 FEET;
THENCE SOUTH 89'26'15" WEST, A DISTANCE OF 42.00 FEET, TO THE WEST RIGHT OF WAY (ROW) OF NORTH GIDDINGS ROAD AND TO AN EXTENSION OF THE SOUTH LINE OF TRACT OO OF MONTAVA SUBDIVISION PHASE
D AS RECORDED
AS RECEPTION NO.
OF THE LARIMER COUNTY CLERK & RECORDER AND TO THE POINT OF BEGINNING;
THENCE ALONG SAID EXTENSION AND ALONG THE SOUTH, WEST AND NORTH LINES, AND EXTENSIONS THEREOF OF SAID TRACT OO, THE FOLLOWING SEVENTEEN (17) COURSES;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH A DISTANCE OF 101.24 FEET, HAVING A RADIUS OF 640.00 FEET, A DELTA OF 09'03'47" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 85'28'07"
WEST A DISTANCE OF 101.13 FEET TO THE BEGINNING POINT OF A CURVE, NON-TANGENT TO THE AFORESAID CURVE;

WEST A DISTANCE OF 101.13 FEET TO THE BEGINNING POINT OF A CURVE, NON—TANGENT TO THE AFORESAID CURVE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 83.27 FEET, HAVING A RADIUS OF 305.00 FEET, A DELTA OF 15'38'36" AND IS SUBTENDED BY A CHORD THAT BEARS NORTH
30'58'17" WEST A DISTANCE OF 83.01 FEET A POINT OF TANGENCY;
THENCE NORTH 36'47'35" WEST A DISTANCE OF 303.00 FEET;
THENCE NORTH 36'47'35" EAST A DISTANCE OF 303.00 FEET;
THENCE SOUTH 36'47'35" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 36'47'35" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 51'12'25" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 51'12'25" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 51'12'25" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 50'13'25" EAST A DISTANCE OF 28.00 FEET;

THENCE NORTH 511'2'25" EAST A DISTANCE OF 28.00 FEET;
THENCE NORTH 053'4'55" WEST A DISTANCE OF 253.69 FEET;
THENCE NORTH 5112'25" EAST A DISTANCE OF 7.00 FEET;
THENCE NORTH 5112'25" EAST A DISTANCE OF 56.00 FEET;
THENCE NORTH 5112'25" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 5112'25" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 5112'25" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 558'4'35" WEST A DISTANCE OF 65.00 FEET;
THENCE NORTH 530'1'36" WEST A DISTANCE OF 65.01 FEET;
THENCE NORTH 530'1'36" WEST A DISTANCE OF 342.00 FEET;
THENCE NORTH 55'0'4' EAST A DISTANCE OF 342.00 FEET;
THENCE NORTH 55'0'4' EAST A DISTANCE OF 503.12 FEET TO A POINT OF CURVATURE;
THENCE NORTH 55'0'4' EAST A DISTANCE OF 503.12 FEET TO A POINT OF CURVATURE;
THENCE NORTH 55'0'4' EAST A DISTANCE OF 16.50 FEET A POINT OF TANCENCY;
THENCE NORTH 5975'19" EAST A DISTANCE OF 13.37 FEET TO THE WEST ROW LINE OF NORTH GIDDINGS ROAD:

THENCE NORTH 89'25'19" EAST A DISTANCE OF 13.37 FEET TO THE WEST ROW LINE OF NORTH GIDDINGS ROAD;
THENCE SOUTH 00'35'37" EAST, ALONG SAID WEST ROW LINE, A DISTANCE OF 1304.66 FEET TO THE POINT OF BEGINNING.
THENCE SOUTH 00'33'45" EAST, CONTINUING ALONG SAID WEST ROW LINE, A DISTANCE OF 1304.66 FEET TO THE POINT OF BEGINNING.

PARCEL 2
COMMENCING AT SAID EAST QUARTER CORNER; COMMENCING AT SAID EAST QUARTER CORNER;
THENCE NORTH 892519 EAST, A DISTANCE OF 42.00 FEET, TO THE EAST ROW OF NORTH GIDDINGS ROAD AND TO THE POINT OF BEGINNING;
THENCE NORTH 0035'37" WEST, ALONG SAID ROW A DISTANCE OF 222.62 FEET;
THENCE SOUTH 0145'05" EAST A DISTANCE OF 173.22 FEET;
THENCE SOUTH 0035'37" EAST A DISTANCE OF 9.03 FEET A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 127.12 FEET, HAVING A RADIUS OF 93.50 FEET, A DELTA OF 77'53'44" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 39'30'37" EAST A DISTANCE OF 117.55 FEET A POINT OF TANGENCY;

39'30'37" EAST A DISTANCE OF 117.55 FEET A POINT OF TANGENCY;
THENCE SOUTH 77'33'53" EAST A DISTANCE OF 68 FEET;
THENCE SOUTH 77'33'53" EAST A DISTANCE OF 68.55 FEET TO THE BEGINNING POINT OF A CURVE, NON-TANGENT TO AFORESAID COURSE;
THENCE ALONG THE ARC CONCAVE TO THE SOUTHEAST A DISTANCE OF 84.65 FEET, HAVING A RADIUS OF 83.50 FEET, A DELTA OF 58'05'14" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH
41'31'26" WEST A DISTANCE OF 81.07 FEET A POINT OF COMPOUND CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 86.25 FEET, HAVING A RADIUS OF 105.50 FEET, A DELTA OF 46'50'24" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH 10'56'23"
EAST A DISTANCE OF 83.87 FEET A POINT OF COMPOUND CURAYTURE;
EAST A DISTANCE OF 83.87 FEET A POINT OF COMPOUND CURAYTURE;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 46.85 FEET, HAVING A RADIUS OF 63.50 FEET, A DELTA OF 42"16"30" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH

55'29'50" EAST A DISTANCE OF 45.80 FEET:

55'29'50" EAST A DISTANCE OF 45.80 FEET;
THENCE SOUTH 03'29'03" EAST, ALONG A LINE NON-TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 90.70 FEET TO THE BEGINNING POINT OF A CURVE, NON-TANGENT TO AFORESAID COURSE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 27.20 FEET, HAVING A RADIUS OF 123.50 FEET, A DELTA OF 12'37'02" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH
70'42'04" WEST A DISTANCE OF 27.14 FEET A POINT OF TANGENCY;
THENCE SOUTH 64'23'33" WEST A DISTANCE OF 188 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 83.33 FEET, HAVING A RADIUS OF 73.50 FEET, A DELTA OF 64'57'31" AND IS SUBTENDED BY A CHORD THAT BEARS SOUTH
31'54'54" WEST A DISTANCE OF 78.93 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 00'33'45" EAST A DISTANCE OF 75.86 FEET;
THENCE SOUTH 00'33'45" EAST A DISTANCE OF 75.80 FEET;
THENCE SOUTH 00'33'45" WEST A DISTANCE OF 75.80 FEET;

THENCE SOUTH 00:35:00" WEST A DISTANCE OF 175.00 FEET TO THE EAST ROW LINE OF NORTH GIDDINGS ROAD:

THENCE NORTH 00'33'45" WEST, ALONG SAID EAST ROW LINE, A DISTANCE OF 793.32 FEET TO THE POINT OF BEGINNING.

COMMENCING AT SAID EAST QUARTER CORNER:

THENCE NORTH 0035/37" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 32, A DISTANCE OF 1551.53 FEET;
THENCE NORTH 8924/23" EAST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF RECEPTION NO. 20160033867 AND TO THE POINT OF BEGINNING;
THENCE ALONG THE WEST AND NORTH LINES OF RECEPTION NO. 20160033867 THE FOLLOWING THE WEST AND NORTH LINES OF RECEPTION NO. 20160033867 THE FOLLOWING

THENCE ORTH 00'35'37" WEST A DISTANCE OF 258.74 FEET;
THENCE NORTH 00'35'37" WEST A DISTANCE OF 258.74 FEET;
THENCE SOUTH 35'00'49" EAST A DISTANCE OF 21.23 FEET.
THENCE SOUTH 00'35'37" EAST A DISTANCE OF 241.22 FEET;
THENCE SOUTH 89'24'23" WEST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4
TRACT NN, MONTAVA SUBDIVISION PHASE D

SAID DESCRIBED PARCELS OF LAND CONTAIN 729,674 SQUARE FEET OR 16.75 ACRES, 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 MONTAVA PHASE D INFRASTRUCTURE, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT.

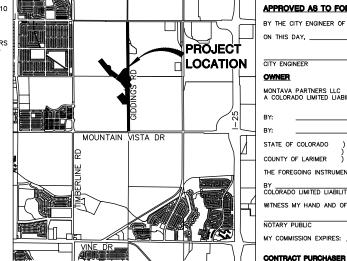
NOTICE

ALL RESPONSIBILITIES AND COSTS OF OPERATION, MAINTENANCE AND RECONSTRUCTION OF THE PRIVATE STREETS 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. 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.

<u>APPLICANT</u> MONTAVA DEVELOPMENT & CONSTRUCTION LLC 430 N. COLLEGE AVE, SUITE 410 FORT COLLINS, CO, 80524 PHONE: (512)-507-5570

ENGINEERS
TST INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE 200
FORT COLLINS, CO, 80525
PHONE: (970) 226-0557

1111 DIAMOND VALLEY DR. SHITE 104 MAJESTIC SURVEYING LLC



NOTICE OF OTHER DOCUMENTS:

ALL PERSONS TAKE NOTICE THAT THE OWNER HAS EXECUTED CERTAIN DOCUMENTS PERTAINING TO THIS ALL PERSONS TAKE NOTICE THAT THE OWNER HAS EXECUTED CERTAIN DOCUMENTS PERTAINING TO THIS DEVELOPMENT WHICH CREATE CERTAIN RIGHTS AND DBLICATIONS OF THE DEVELOPMENT HE OWNER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH ORDICATIONS CONSTITUTE PROMISES AND COVENANTS THAT, ALONG WITH THE OBLICATIONS UNDER THIS TAIL, RUN WITH LEAND. 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.

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR N 0033'45" W A DISTANCE OF 2642.14 FEET, BEING MONUMENTED ON THE NORTH BY A 3-1/4" BRASS CAP IN MONUMENT BOX L.S. 15278 AND ON THE SOUTH BY A 2-1/2" ALUMINUM CAP MARKER L.S. 17497 IN MONUMENT BOX.

- 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.
- 3. PER C.R.S. 38-51-106. "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- MONTAVA SUBDIVISION PHASE D INFRASTRUCTURE IS LOCATED WITHIN THE MONTAVA PUD MASTER PLAN AND MONTAVA PUD OVERLAY, ODP 180002 APPROVED PURSUANT TO ORDINANCE NO. 014, 2020, RECORDED JUNE 4, 2020 AT RECEPTION #20200039330 IN THE RECORDS OF THE CLERK AND RECORDER OF LARIMER COUNTY, COLORADO.
- MONTAVA SUBDIVISION PHASE D INFRASTRUCTURE MAY BECOME SUBJECT TO THE CONSOLIDATED SERVICE PLAN FOR MONTAVA METROPOLITAN DISTRICT NOS. 1–7 APPROVED BY RESOLUTION 2018–083.
- 6. MONTAVA SUBDIVISION PHASE D INFRASTRUCTURE IS SUBJECT TO THE DEVELOPMENT AGREEMENT TO SECURE PUBLIC BENEFITS FOR MONTAVA PLANNED UNIT DEVELOPMENT MASTER PLAN APPROVED BY RESOLUTION 2020-007 AND RECORDED DECEMBER 14, 2020 AT RECEPTION NO. 20200105298 AND RE-RECORDED APRIL 7, 2022 AT RECEPTION NO. 20220022462 IN THE RECORDS OF THE CLERK AND RECORDER OF LARIMER COUNTY, COLORADO.
- 7. NOTWITHSTANDING SECTION 24-42(A) OF THE CITY CODE, OR ANYTHING ELSE TO THE CONTRARY MONTAVA METROPOLITAN DISTRICT NO. 1 (OR ITS ASSIGNS) SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF ANY PARKWAY, AS DEFINED IN SECTION 24-6, BETWEEN A PROPERTY OWNER'S PROPERTY LINE AND THE EDGE OF THE ADJACENT LOCAL OR COLLECTOR STREET.
- 8. ALL EXISTING PUBLIC EASEMENTS DEDICATED BY PREVIOUS PLATTING WITHIN THE SUBJECT PROPERTY BOUNDARY ARE HEREBY VACATED AND REDEDICATED AS SHOWN HEREON.

SURVEYOR'S STATEMENT

I, STEVEN PARKS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THIS SUBBIVISION 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 FORGORE FOUND OR SET AS SHOWN, AND THAT THE FORGORE PLAT IS AN ACCURATE REPRESENTATION HEREOF, ALL THIS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DIRECTOR OF PLANNING

BY THE DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES THE CITY OF FORT COLLINS, COLORADO.

APPROVED AS TO FORM, CITY ENGINEER:

BY THE CITY ENGINEER OF THE CITY OF FORT COLLINS, COLORADO,

CITY ENGINEER

MONTAVA PARTNERS LLC A COLORADO LIMITED LIABILITY COMPANY

PRINTED NAME:

STATE OF COLORADO COUNTY OF LARIMER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY. _ OF MONTAVA DEVELOPMENT. LLC. A

BY ______AS ___ COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

MONTAVA DEVELOPMENT & CONSTRUCTION LLC A COLORADO LIMITED LIABILITY COMPANY

BY:	PRINTED NAME:	
BY:		
STATE OF COLORADO)		

COUNTY OF LARIMER) THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY.__

OF MONTAVA DEVELOPMENT, LLC, A COLORAD LIMITED LIABILITY COMPANY. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACKNOWLEDGED AND AGREED TO BY

MY COMMISSION EXPIRES: _

MONTAVA METROPOLITAN DISTRICT NO. 1, QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

PRINTED NAME: STATE OF COLORADO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY, __ BY _____ AS PRESIDENT OF MONTAVA METROPOLITAN DISTRICT NO. 1, QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL.

ATTORNEY'S CERTIFICATE:

MY COMMISSION EXPIRES:

I 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 ENDIVISION 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 LARMER COUNTY, COLORADO AS OF THE DATE OF EXECUTION OF THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND THE PLAT AND THE PLA

ATTORNEY	(NAME)	DATE
ADDRESS:		
REGISTRATI	ON NO.:	

BRB DΔP BRR

MONTAVA SUBDIVISION HASE D INFRASTRUCTUR

TST, INC.

1230.0009.00

N.T.S. JULY 2025

1 of 6

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 CONNEY TO THE CITY OF FORT COLLINS, COLORADO (HEREAFTER CITY), FOR PUBLIC USE, FOREVER, A PERMANENT RIGHT—OF—WAY FOR STREET PURPOSE AND THE EASEMENTS AND DUT TO MAD DESIGNATED ON THIS PLT AND DOT THE CITY AND DOT THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CITY AS DUTY TO MAINTAIN STREETS SO DEDICATED, AND (2) ACCEPTANCE BY THE CITY OF THE CITY AS DUTY TO MAINTAIN STREETS AND DEDICATION OF THE MAINTAIN AND USE GARES IN CALLY THE CITY AS RIGHTS UNDER THE EASEMENTS INCLUDE THE RIGHT TO INSTALL, OPERATE, ACCESS, MAINTAIN, REPAIR, RECONSTRUCT, REMOVE AND REPLACE WITHIN THE INTENDED PURPOSE OF THE EASEMENTS WITH SUITABLE MARKERS; AND CHERRORY ACCEPTANCE OF THE PUBLIC UNDER THE EASEMENTS. THE RIGHT TO MARK THE LOCATION OF THE EASEMENTS WITH SUITABLE MARKERS; AND CHERRORY ACCEPTANCE OF THIS DEDICATION, THE RIGHT TO WARD FREE WITH THE EASEMENTS, OR OF IMPROVEMENTS OF THE EASEMENTS, BUT BY ACCEPTANCE OF THIS DEDICATION, THE EASEMENTS, OR OF IMPROVEMENTS OF THE EASEMENTS, BUT BY ACCEPTANCE OF THE DEDICATION, THE EASEMENTS, OR OF IMPROVEMENTS OF THE EASEMENTS, OR OF IMPROVEMENTS OF THE EASEMENTS. BUT BY ANY PROVIDED BY THE CITY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS BUT BY ANY PROVIDED BY THE CITY OF THE SUFFICE OF THE EASEMENTS. BUT BY ANY PROVIDED BY THE CITY OF THE SUFFICE OF THE EASEMENTS IN ESTABLE MAINTAIN THE PROVIDED BY THE CITY OF THE EASEMENTS.

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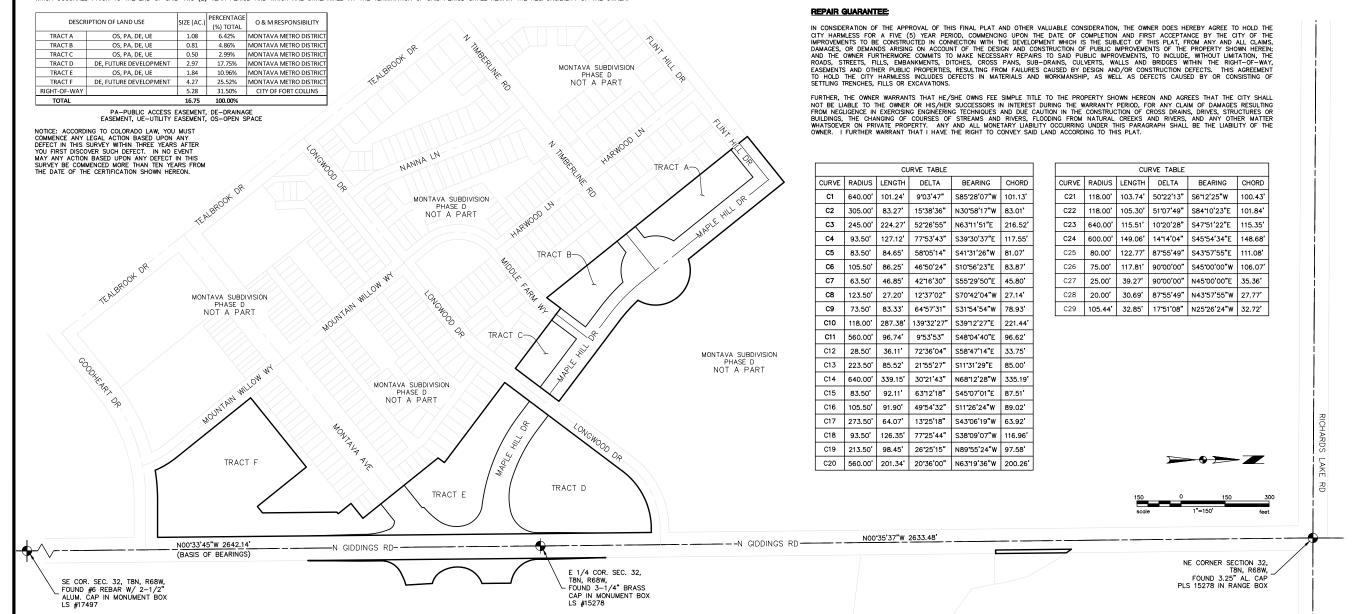
EXCEPT AS EXPRESSLY PERMITTED IN AN APPROVED PLAN OF DEVELOPMENT OR OTHER WRITTEN AGREEMENT WITH THE CITY, OWNER NOT WILL INSTALLATION ON THE EASEMENTS, OF ANY BUILDING, STRUCTURE, IMPROVEMENT, FENCE, RETAINING WALL, SIDEWALK, TREE OR OTHER LANDSCAPING (OTHER THAN USUAL AND CUSTOMARY GRASSES AND OTHER 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, 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 GLIARANTEE

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 CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENT THE CITY OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE CITY OF THE IMPROVEMENT THE CITY OF THE IMPROVEMEN

THE OWNER SHALL MAINTAIN SAID IMPROVEMENTS IN A MANNER THAT WILL ASSURE COMPLIANCE ON A CONSISTENT BASIS WITH ALL CONSTRUCTION STANDARDS, SAFETY 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.





DAP

IGNED

BRB

0009 Plat Cover I

MONTAVA SUBDIVISION PHASE D INFRASTRUCTURI



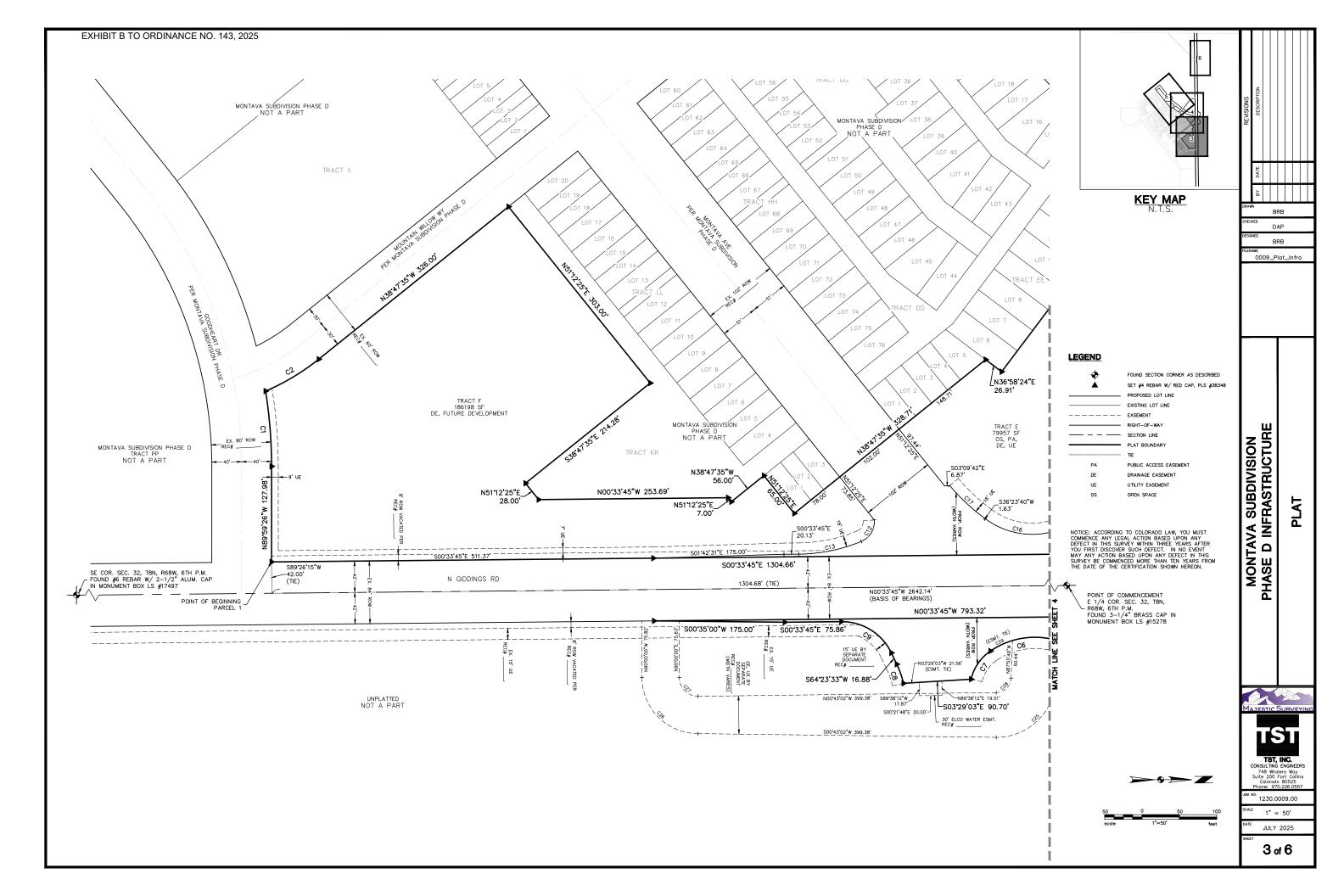
Suite 200 Fort Collins Colorado 80525 Phone: 970.226.0557

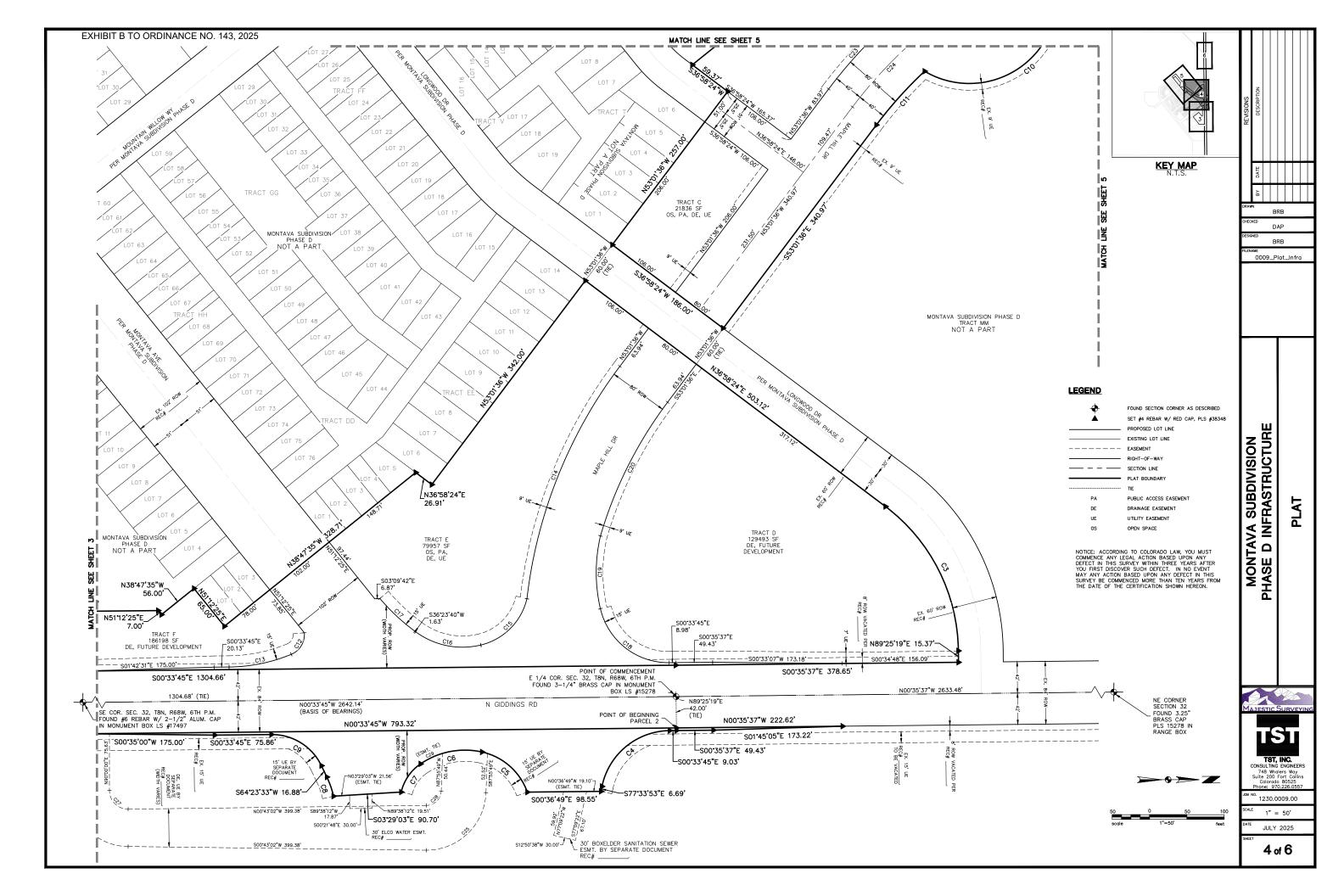
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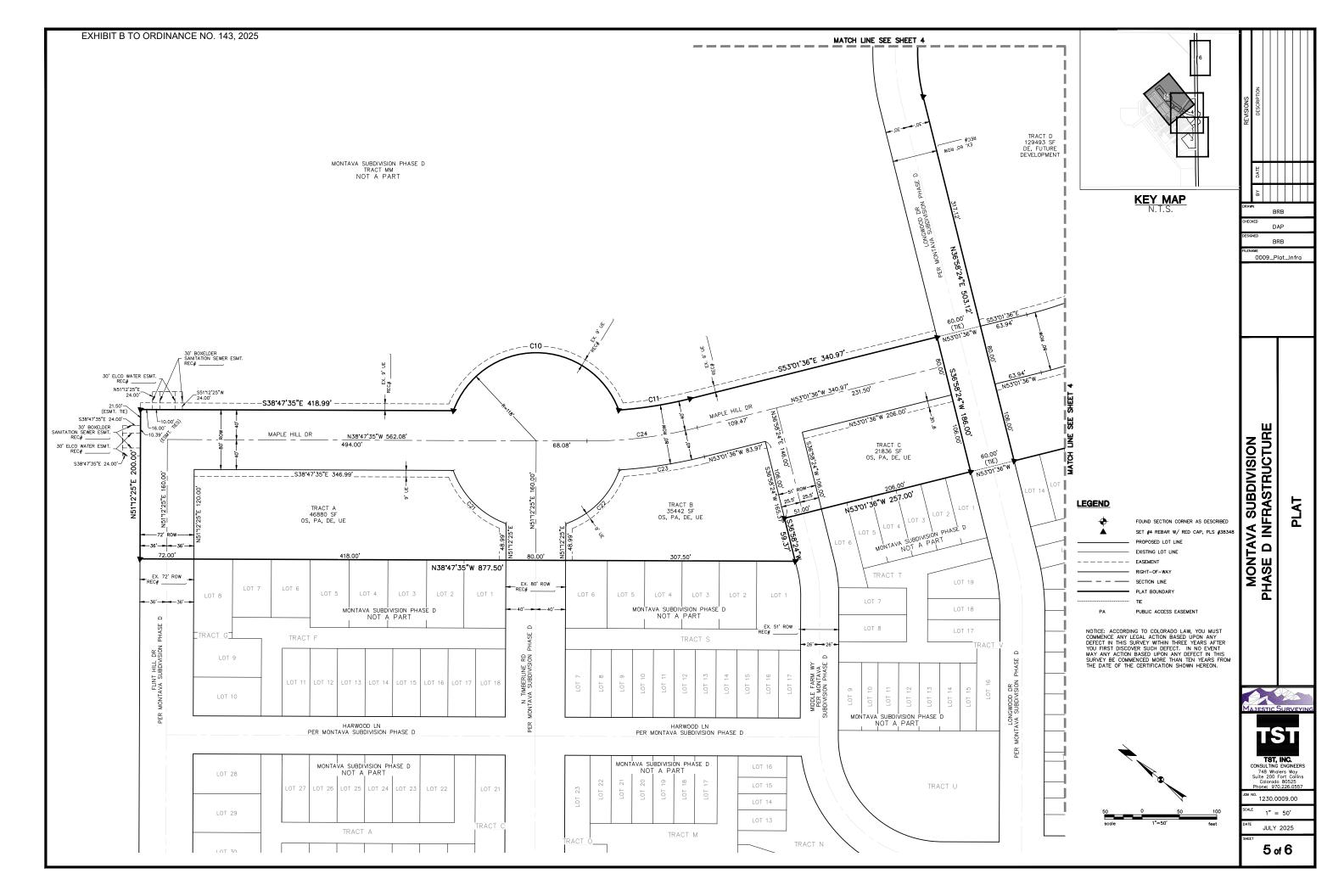
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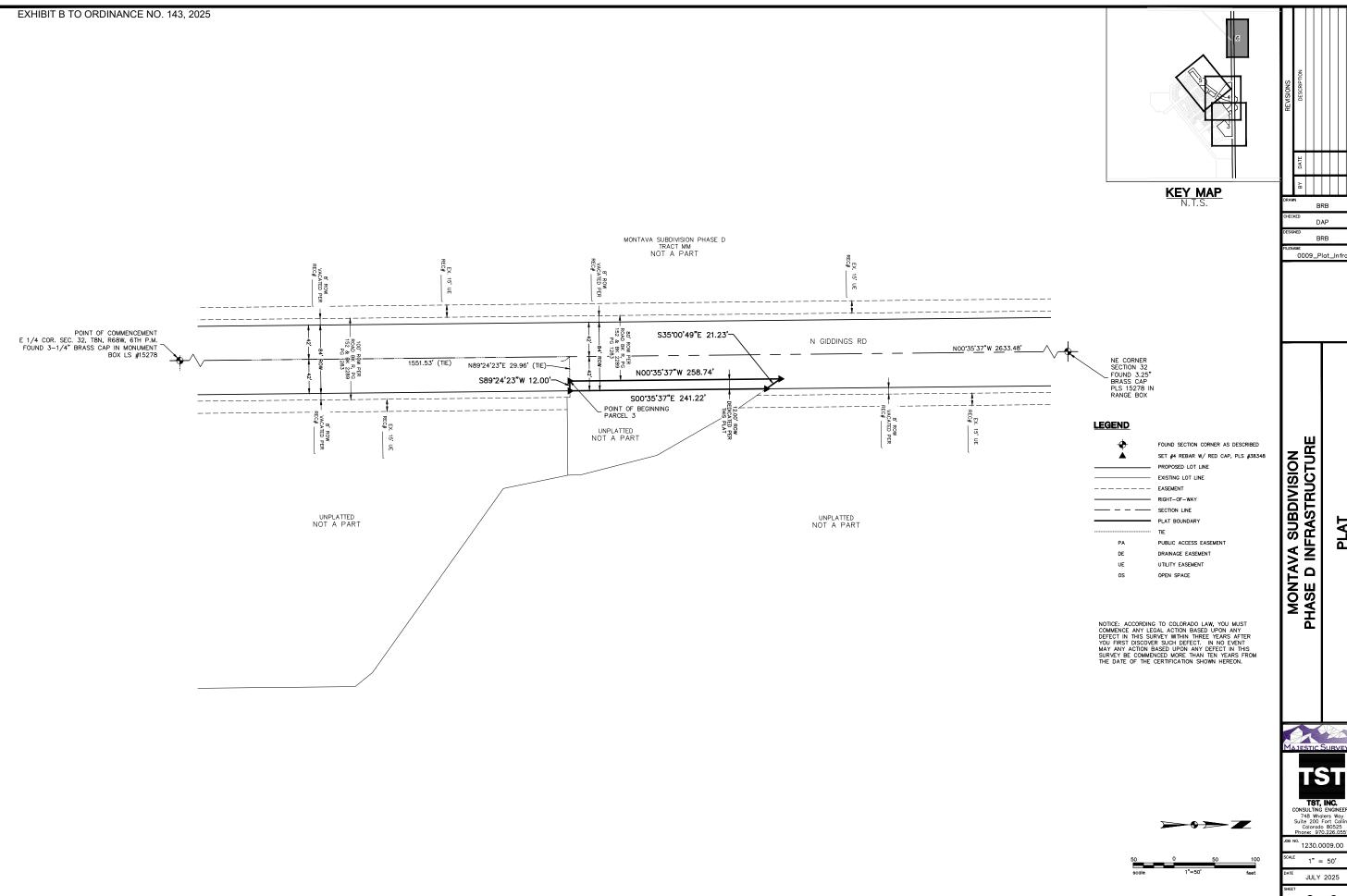
JULY 2025

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