8/24/06

2006364SUB

FILE NAME:

DRAWN BY:

CHECKED BY:

PROJECT #:

NORTH FLATS SUBDIVISION

Being A Replat Of Lots M-10 Through M-17 Of Block 3, Lots M-9 Through M-16 Of Block 4, Lots M-42 Through M-49 Of Block 7, Lots M-22 Through M-29 Of Block 8, All Of The Final Plat Of Old Town North, City Of Fort Collins, County Of Larimer, State Of Colorado

(For Recording Purposes: Part of the South Half of the Southwest Quarter of Section 1, Township 7 North, Range 69 West of the 6th P.M.)

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all men by these presents, that the undersigned, being owners of the following described land:

A tract of land situated in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section One (1), Township Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, more particularly described as follows:

Lots M—10 through M—17 of Block 3, Lots M—9 through M—16 of Block 4, Lots M—42 through M—49 of Block 7, Lots M—22 through M—29 of Block 8, all of the Final Plat of Old Town North, recorded June 11, 2004 as Reception No.

. . . (which above described tract contains 1.412 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 NORTH FLATS 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.

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 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 moterials and workmanship, as well as defects caused by or consisting of settling trenches, fills or excavations.

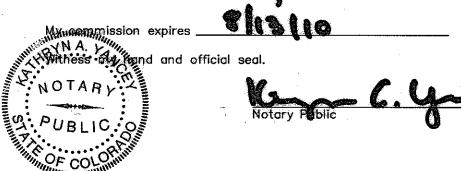
Further, the undersigned warrants that he/she owns fee simple title to the property shown hereon and agrees that the City Of Fort Collins shall not be liable to the undersigned or his/her successors in interest during the warranty period, for any claim of damages resulting from negligence in exercising 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

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.

STATE OF (6101040) COUNTY OF

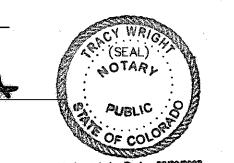


Pote: 1. 26 07

NOTARIAL CERTIFICATE STATE OF COMMON COUNTY OF LEARNING

My commission expires _________

Witness my hand and official sea



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 I 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.

Address: 125 5. Howes, Ste 1100 Fort Collins, CO 80521

APPROVED AS TO FORM, CITY ENGINEER

By the City Engineer of the City of Fort Collins, Colorado this 29 JANURARY A.D., 20 67



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 of records, King Surveyors Inc. relied upon Title Policy Number FC25065272—5, dated May 30, 2006 at 5:00 P.M. as prepared by Land Title Guarantee Company to delineate the aforesaid

1. 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.)

2. Excepted Easement (EE) is designed for a 2 feet by 2 feet (2'x2') area excepted out of the 17 feet Access, Drainage and Utility Easement (17'A,D&UE). Centered inside each of the 2'x2'EE will be a carport column.

3. This plat hereby vacates the existing easements per previous platting lying within the external boundaries of this plat and rededicates the easements in the position shown and dimensioned within this plat.

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

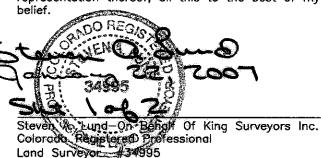
CONTEXT MAP

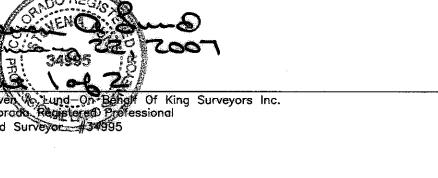
OSIANDER STREET

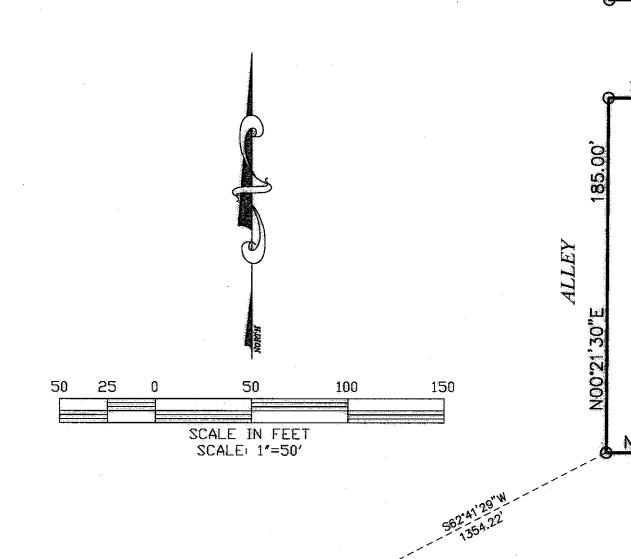
S89'38'30"E

bearing North 00'21'30" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a

I, Steven A. Lund, 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



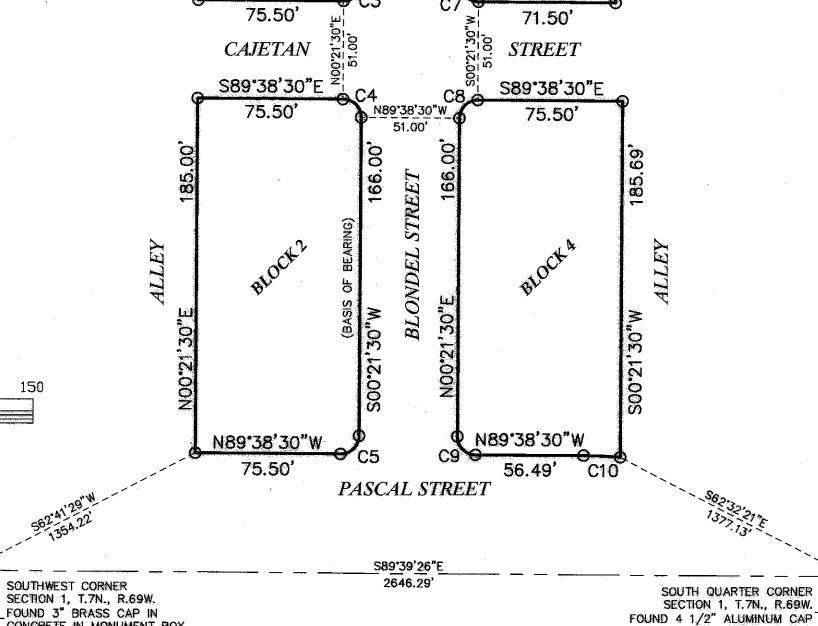




CONCRETE IN MONUMENT BOX

STAMPED HIGHWAY DEPT.

ROW MARKER

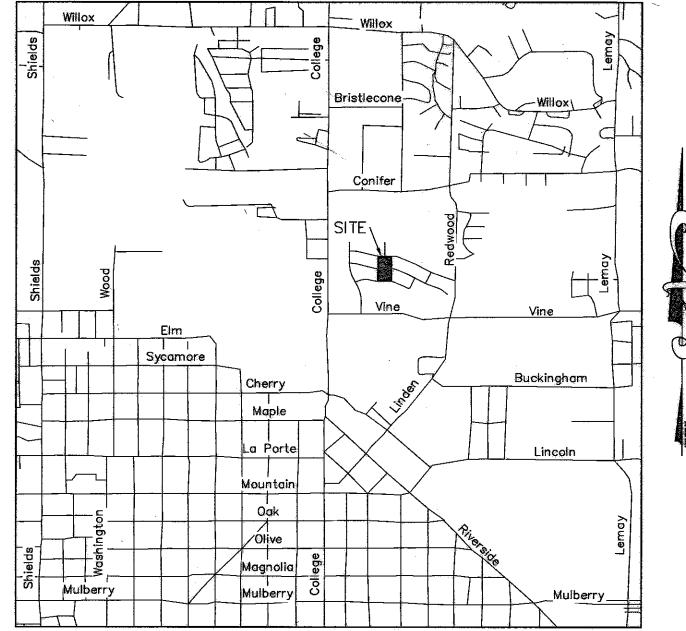


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
Ç1	1.42'	262.50	0'18'36"	1.42	S89*29'10"E
C2	14.92'	9.50	90'00'00"	13.44	S44'38'30"E
С3	14.92	9.50*	90'00'00"	13.44'	S45*21'30"W
C4	14.92	9.50	90'00'00"	13.44'	S44'38'30"E
C5	14.92'	9.50	90'00'00"	13.44	\$45'21'30"W
C6	14.92	9.50	90'00'00"	13.44	N45'21'30"E
C7	14.92	9.50'	90'00'00"	13. 44 ′	N44'38'30"W
C8	14.92'	9.50'	90'00'00"	13.44	N45'21'30"E
C9	14.92'	9.50	90'00'00"	13.44	N44'38'30"W
C10	19.03'	262.50	4*09'11"	19.02'	N87'33'55"W

LEGEND

	EASEMENT		FOUND ALIQUOT CORNER AS DESCRIBED	
	SECTION LINE			
	PROPERTY LINE	簿	FOUND MONUMENT AS DESCRIBED	
UE	UTILITY EASEMENT	. 5	1' OFFSET, FOUND PK NAIL WITH BRASS TAG STAMPED LS 23513	
WE	WATER EASEMENT			
A&UE	ACCESS AND UTILITY EASEMENT	•	1' OFFSET, SET PK NAIL WITH BRASS TAG STAMPED KSI, LS 3499	
A,D&UE	ACCESS, DRAINAGE AND UTILITY EASEMENT	0	CALCULATED POSITION	
U,D&AE/G&FS	UTILITY, DRAINAGE AND ACCESS			

EASEMENT / GARAGE AND



IN CONCRETE, ILLEGIBLE

VICINITY MAP

2006364

SHEET 1 OF 2

BASIS OF BEARINGS

contained herein relative thereto.

Assuming the East line of Block 4 of the Final Plat of Old Town North, as bearing North

00'21'30" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 166.00 feet with all other bearings

O:\2006364\dwg\2006364SUB.dwg, 1/22/2007 10:19:01 AM, Carol

———— SECTION LINE

WE WATER EASEMENT

U,D&AE/G&FS UTILITY, DRAINAGE AND ACCESS

EASEMENT / GARAGE AND FENCE SETBACK

SHEET 2 OF 2

SCALE IN FEET SCALE: 1"=20'