

F-141 2359

FIRST FREE WILL BAPTIST CHURCH P.D.P.

A tract of land lying in the Southeast 1/4 of Section 11, Township 6 North, Range 69 West of the 6th Principal Meridian, City of Fort Collins, Larimer County, Colorado.

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all men by these presents, that the undersigned, being all the owners and proprietors of the following described land to-wit:

A Tract of land located in the Southeast 1/4 of Section 11, Township 6 North, Range 69 West of the 6th P.M., City of Fort Collins, Larimer County, Colorado being more particularly described as follows:

Considering the South line of the Southeast 1/4 of Section 11, Township 6 North, Range 69 West of the 6th P.M., City of Fort Collins, Larimer County, Colorado as bearing S 88°37'00" W and with all bearings contained herein and relative thereto:

COMMENCE at the Southeast corner of the Southeast 1/4 of Section 11, Township 6 North, Range 69 West of the 6th P.M., City of Fort Collins, Larimer County, Colorado:

thence run S 88°37'00" W along the South line of said Southeast 1/4 for a distance of 957.61 feet;

thence leaving said South line run N 01°56'00" W for a distance of 50.00 feet to the POINT OF BEGINNING, said point also being a point on the North right-of-way line of Tribby Road;

thence run S 88°37'00" W along said North right-of-way line for a distance of 543.51 feet to a point on the boundary line of SKYVIEW SOUTH FIRST FILING;

thence leaving said North right-of-way line run N 01°56'00" W along said boundary line of SKYVIEW SOUTH FIRST FILING for a distance of 350.00 feet;

thence run N 88°37'00" E along said boundary line of SKYVIEW SOUTH FIRST FILING for a distance of 543.51 feet;

thence leaving said boundary line of SKYVIEW SOUTH FIRST FILING run S 01°56'00" E for a distance of 350.00 feet to the Point of Beginning.

Containing 4.36 acres, more or less, and being subject to any easements and/or rights of way of record.

The undersigned have caused the above described land to be surveyed and subdivided into lots, tracts, streets and easements as shown on this plat to be known as FIRST FREE WILL BAPTIST CHURCH P.D.P., to the City Fort Collins, County of Larimer, State of Colorado, 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 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 unrepaid 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 further 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 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.

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.

OWNER

First Free Will Baptist Church, a Colorado Non-Profit Corporation

By: Fred Woodward
Fred Woodward, Trustee

STATE OF COLORADO)

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 15th day of June, 2003 by

Fred Woodward

Witness my hand and official seal.

My Commission expires 11-13-06

Mingus Ekberg
Notary Public

6508 Kyle Ave, Fort Collins, CO
Address

OWNER

First Free Will Baptist Church, a Colorado Non-Profit Corporation

By: Nick Leonard
Nick Leonard, Trustee

STATE OF COLORADO)

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 15th day of June, 2003 by

Nick Leonard

Witness my hand and official seal.

My Commission expires 11-13-06

Mingus Ekberg
Notary Public

6508 Kyle Ave, Fort Collins, CO
Address

OWNER

First Free Will Baptist Church, a Colorado Non-Profit Corporation

By: Matt Weibe
Matt Weibe, Trustee

STATE OF COLORADO)

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 15th day of June, 2003 by

Matt Weibe

Witness my hand and official seal.

My Commission expires 11-13-06

Mingus Ekberg
Notary Public

6508 Kyle Ave, Fort Collins, CO
Address

SIGHT DISTANCE EASEMENT RESTRICTIONS:

The area within sight distance easements is restricted to the following:

The sight distance easement is an easement required by the City at some street intersections where it is necessary to protect the line of sight for a motorist needing to see approaching traffic and to react safely for merging their vehicle into the traffic flow. The following requirements for certain objects that may occupy a sight distance easement for level grade:

(1) Structures and landscaping within the easement shall not exceed twenty-four (24) inches in height with the following exceptions:

(a) Fences up to forty-two (42) inches in height may be allowed as long as they do not obstruct the line of sight for motorists.

(b) Deciduous trees may be allowed as long as all branches of the trees are trimmed so that no portion thereof or leaves thereon hang lower than six (6) feet above the ground, and the trees are spaced such that they do not obstruct line of sight for motorists. Deciduous trees with trunks large enough to obstruct line of sight for motorists shall be removed by the owner.

For non-level areas these requirements shall be modified to provide the same degree of visibility.

PLANNING APPROVAL

By the Director of Planning the City of Fort Collins, Colorado, this 14th day of June, A.D. 2003

Ramon Glan
Director of Planning

XXXXXXXXXXXX



APPROVED AS TO FORM, CITY ENGINEER:

By the City Engineer of the City of Fort Collins, Colorado, this 18th day of June, A.D. 2003

Cam Nair
City Engineer

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: Kimberly R. Egan

ADDRESS: 425 W. Mulberry Street
Fort Collins, CO 80521

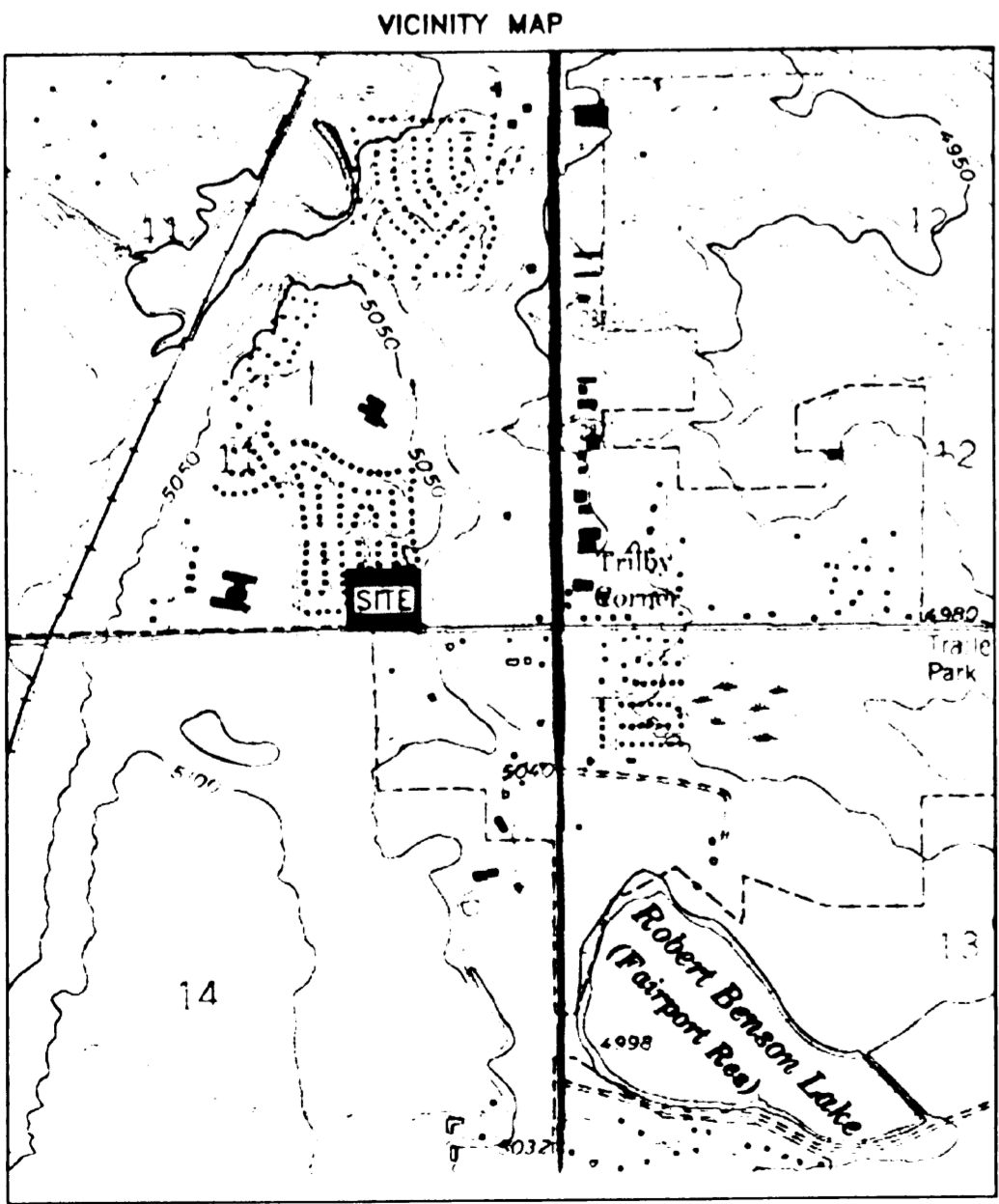
REGISTRATION NO.: 6686

SURVEYOR'S CERTIFICATION

I, M. Bryan Short, 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.

M. Bryan Short
M. Bryan Short, P.L.S. #32444

6-2-03



not to scale

REVISIONS		
Date	By	Description
Date	By	Description
Date	By	Description

Date	<u>4-30-02</u>	Drawn	<u>JRM</u>
Party Chief	<u>CB</u>	Checked	<u>MBS</u>
Scale	<u>1"=30'</u>	Approved	<u>MBS</u>

CLIENT	First Free Will Baptist Church
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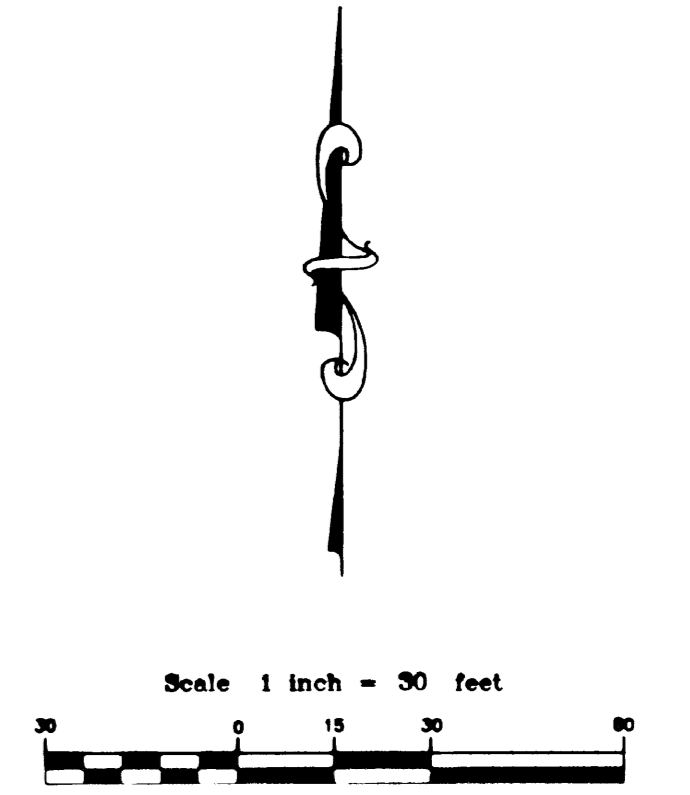
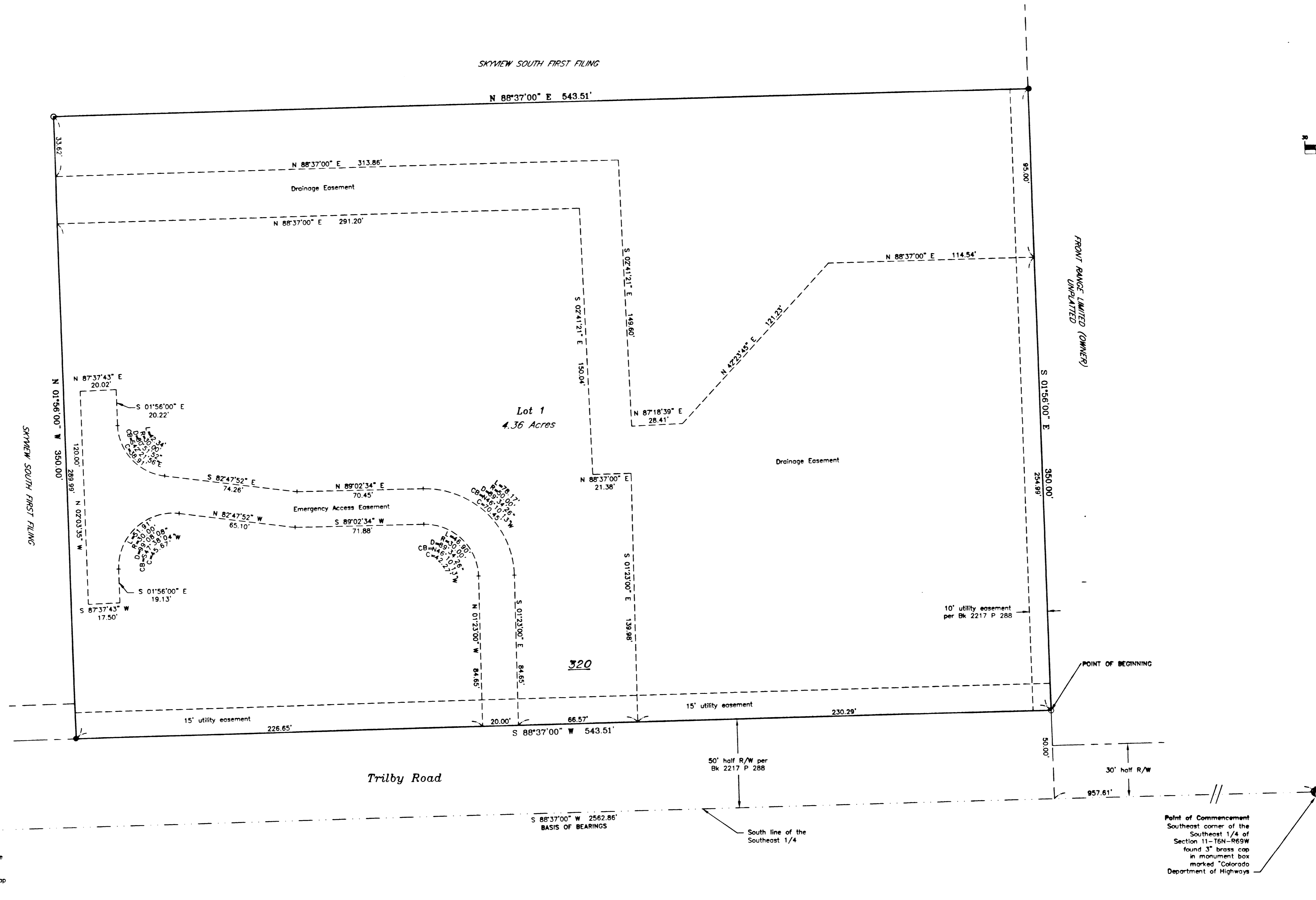
Frederick Land Surveying, Inc. 1528 North Lincoln Avenue Suite 2 Loveland, Colorado 80538 Phone: (970) 669-2100 FAX: (970) 669-3725
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TITLE	Final Plat FIRST FREE WILL BAPTIST CHURCH P.D.P. Section 11, Twp 6 N, Rng 69 W, 6PM, City of Fort Collins, Larimer County, CO
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PROJECT NO.	00008.004
SHEET NO.	1
NO. OF SHEETS	2

FIRST FREE WILL BAPTIST CHURCH P.D.P.

A tract of land lying in the Southeast 1/4 of Section 11, Township 6 North, Range 69 West of the 6th Principal Meridian, City of Fort Collins, Larimer County, Colorado.



Legend:
 ● denotes found 0.5" iron rod with no cap
 ○ denotes set 18" long 0.5" iron rod & 1" plastic cap marked "PLS 32444"

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.

REVISIONS	
Date _____	By _____ Description _____
Date _____	By _____ Description _____
Date _____	By _____ Description _____

Date	4-30-02	Drawn	JRM
Party Chief	CB	Checked	MBS
Scale	1"=30'	Approved	MBS

CLIENT	First Free Will Baptist Church
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Frederick Land Surveying, Inc. 1528 North Lincoln Avenue Suite 2 Loveland, Colorado 80538 Phone: (970) 669-2100 FAX: (970) 669-3725

TITLE	Final Plat FIRST FREE WILL BAPTIST CHURCH P.D.P. Section 11, Twp 6 N, Rng 69 W, 6PM, City of Fort Collins, Larimer County, CO
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PROJECT NO.	00008.004	SHEET NO.	2	NO. OF SHEETS	2
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