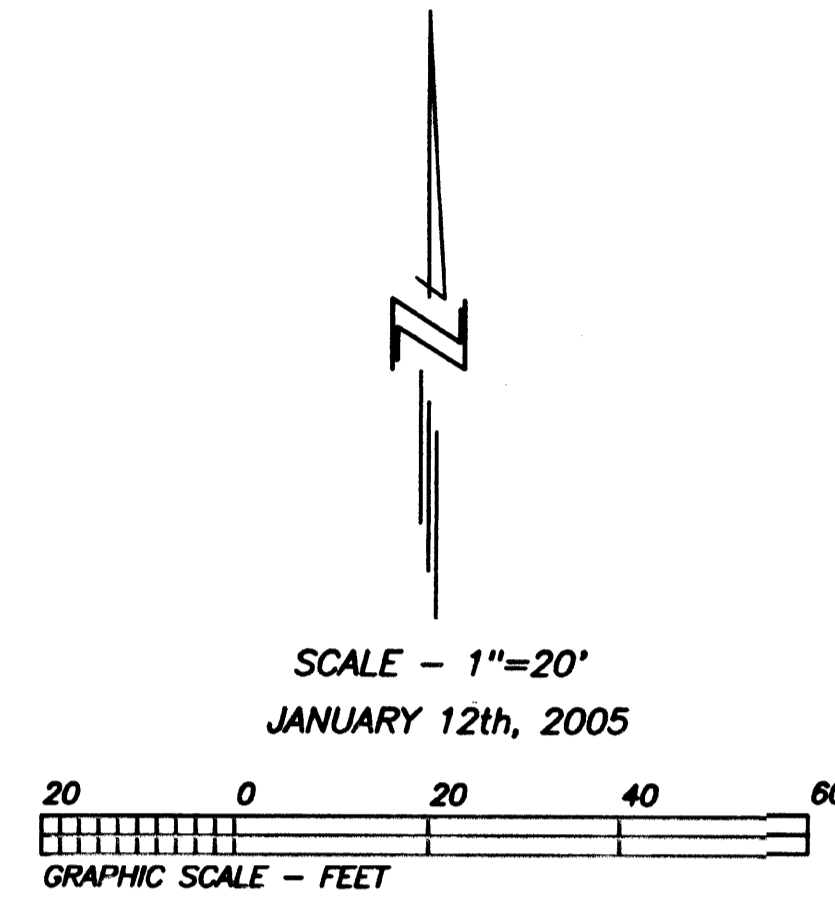
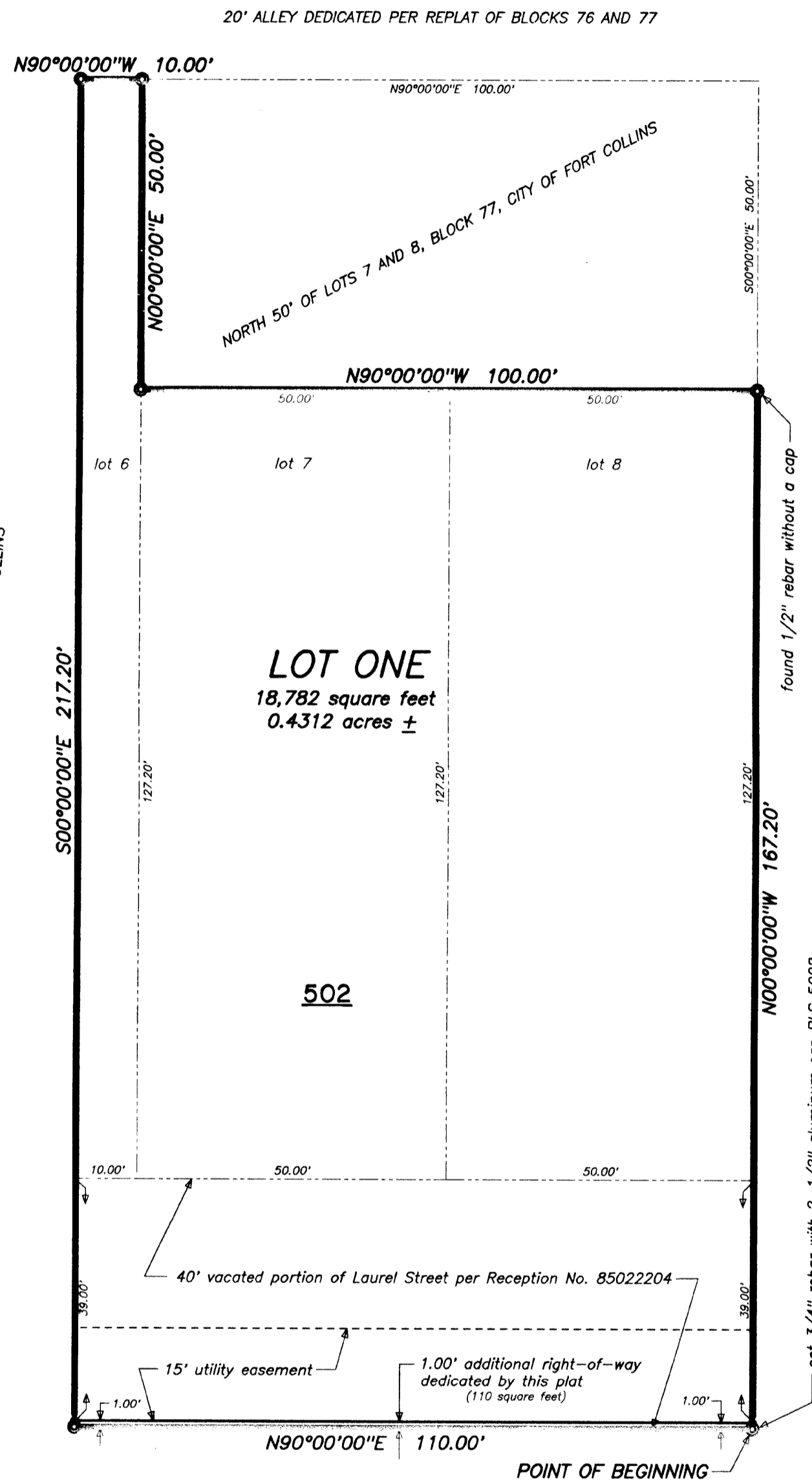


A PLAT OF THE ATRIUM SUITES BEING A REPLAT OF A PORTION OF LOT 6, 7 AND 8, BLOCK 77 AND A VACATED PORTION OF LAUREL STREET SITUATE IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE SIXTH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



- NOTES: 1. Bearings are in reference to a recorded subdivision plot and are based on the South line of Block 77, City of Fort Collins as bearing N90°00'00"E. 2. Ⓢ - Indicates found 1/2" rebar with cap No. 23513 unless otherwise shown. 3. No evidence of conflict was found between the boundary corners shown on this plat unless otherwise shown. 4. 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. 5. Upon receipt of written request from the City or any other utility agency occupying the 15-foot utility easement along Laurel Street for the removal and/or replacement for utility purposes of the wall, or for the removal of any other permanent structures as shown on the Final Development Plan Documents located within said 15-foot utility easement, the Developer/Owner and/or its successors and assigns (hereafter the "Developer") shall promptly comply with such request by performing the work requested. In the event that the Developer should fail to perform the aforesaid obligation within 60 days following receipt of said written request, then the City or such other utility shall have the right to remove and/or replace such structures and the cost thereof shall be borne by the Developer which cost, until paid, shall accrue interest at the rate of 8% per annum. If the Developer shall fail to make reimbursement for such costs within 30 days of receipt of a written accounting of cost, then, if demand for removal and/or replacement was from the City, electric service to the development may be discontinued until payment is made; and if the request for removal and/or replacement was from another utility, such utility service as provided by said utility may be discontinued until payment is made. In addition, the City and/or such other utility shall have a right of action against the Developer in damages for recovery of any such cost incurred by the City or such other utility.

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all men by these presents, that the undersigned, being owners of the following described land: A portion of Lots 6, 7 and 8, Block 77, situate in the Northeast 1/4 of Section 14, Township 7 North, Range 69 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, which, considering the South line of said Block 77 as bearing N90°00'00"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point 40.00 feet South of the Southeast corner of said Lot 8, said point being on the South line of a vacated portion of West Laurel Street recorded at Reception No. 85022204, and run thence N00°00'00"W 167.20 feet; thence N90°00'00"W 100.00 feet; thence N00°00'00"E 50.00 feet; thence N90°00'00"W 10.00 feet; thence S00°00'00"E 217.20 feet to a point on the existing North right-of-way line of West Laurel Street; thence along said North right-of-way line, N90°00'00"E 110.00 feet to the point of beginning. The above described tract contains 0.4337 acres, or 18,692 square feet, more or less.

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 the 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 right-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.

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.

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.

ATRIDIUM SUITES, LLC

Barbara J. Siek, Manager

State of Colorado 1 S.S. County of Larimer. The foregoing dedication was acknowledged before me this 14th day of January, A.D., 2005, by Barbara J. Siek as manager of Atrium Suites, LLC.

My notarial commission expires 5/27/2008 NOTARY PUBLIC Katharine A. Bachner

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.

Address 302 E. Oak, FORT COLLINS, CO 80524 Registration No. 23833

SURVEYOR'S STATEMENT:

I, Richard A. Rutherford, 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.

Richard A. Rutherford, Colorado Registered Professional Land Surveyor No. 5028

APPROVED AS TO FORM, CITY ENGINEER:

CAMERA Air, City Engineer, 24th day of January, A.D., 2005

PLANNING APPROVAL:

Director of Planning, 21st day of January, A.D., 2005

DRY CLERK

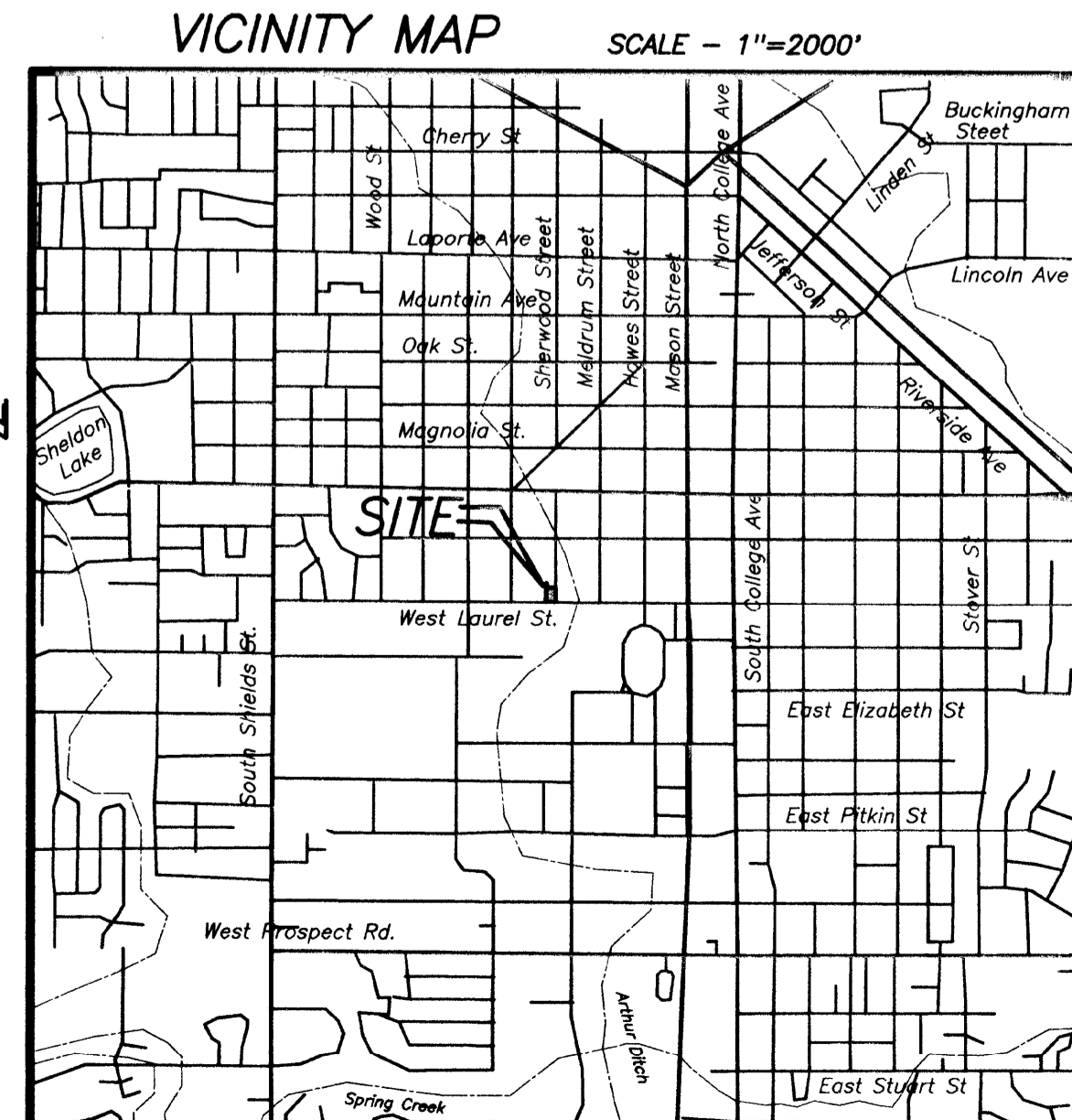
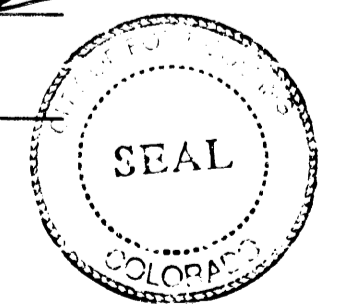


Table with columns: REVISIONS, DATE, BY, NO., and REMARKS. Includes project details: STEWART & ASSOCIATES, CONSULTING ENGINEERS AND SURVEYORS, PROJECT: PART OF LOTS 6, 7, AND 8, BLOCK 77, FORT COLLINS, COLORADO. Client: BARBARA J. SIEK. Job Number: ATRIUM subplat disk #10. Date: 01/12/05. Plat No.: ONE OF ONE. Sheet Number: ONE OF ONE.