

REPLAT OF LOT 7 & 8, THE CORRAL BUSINESS PARK, FIRST FILING,

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

STATEMENT OF OWNERSHIP AND SUBDIVISION:

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

Lot 7 & 8, THE CORRAL BUSINESS PARK, FIRST FILING

The above described tract contains 1.52 acres, more or less.

The undersigned 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 REPLAT OF LOT 7 & 8, THE CORRAL BUSINESS PARK, FIRST FILING, 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 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 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 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 other person or entity.

Witness our hands and seals this 29th day of May, A.D., 2002.

Sunmill Investments, LLP, a Colorado Limited Liability Partnership

by Duane L. Miller
Duane L. Miller, Managing Partner

State of Colorado } s.s.
County of Larimer }

The foregoing dedication was acknowledged before me this 29th day of May, A.D., 2002.

Duane L. Miller
My commission expires 10/16/2002

5710 N. GALT AVE
Address

Loveland, Co 80538

Wells Fargo Bank, (Lienholder)

by Auc Wagon, SVP

State of Colorado } s.s.
County of Larimer }

The foregoing dedication was acknowledged before me this 29th day of May, A.D., 2002.

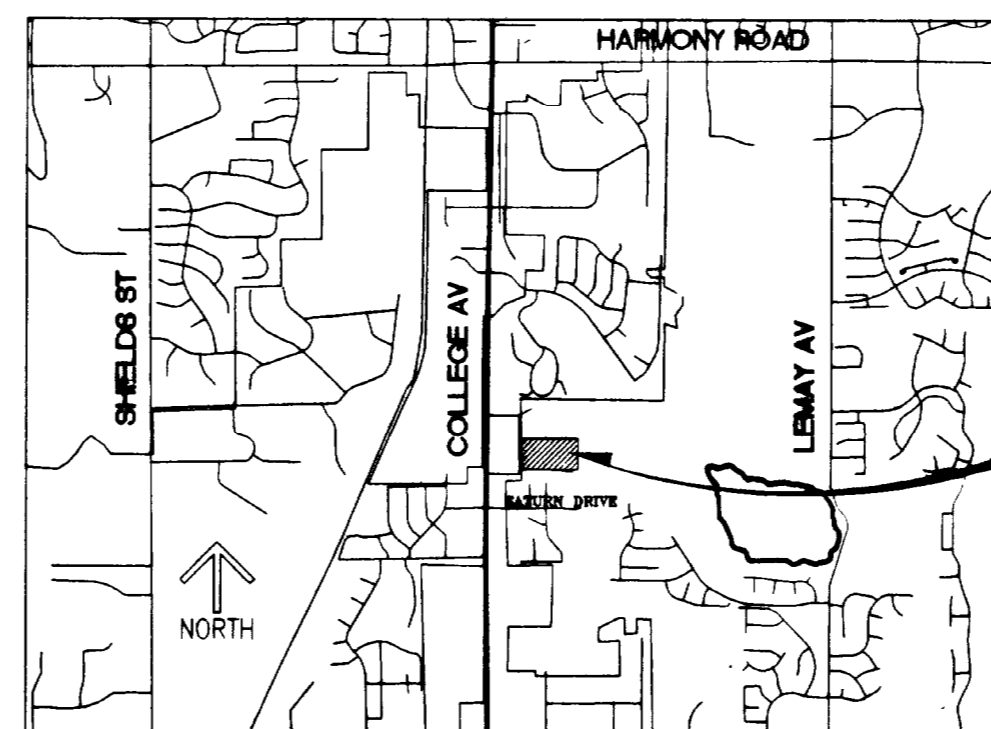
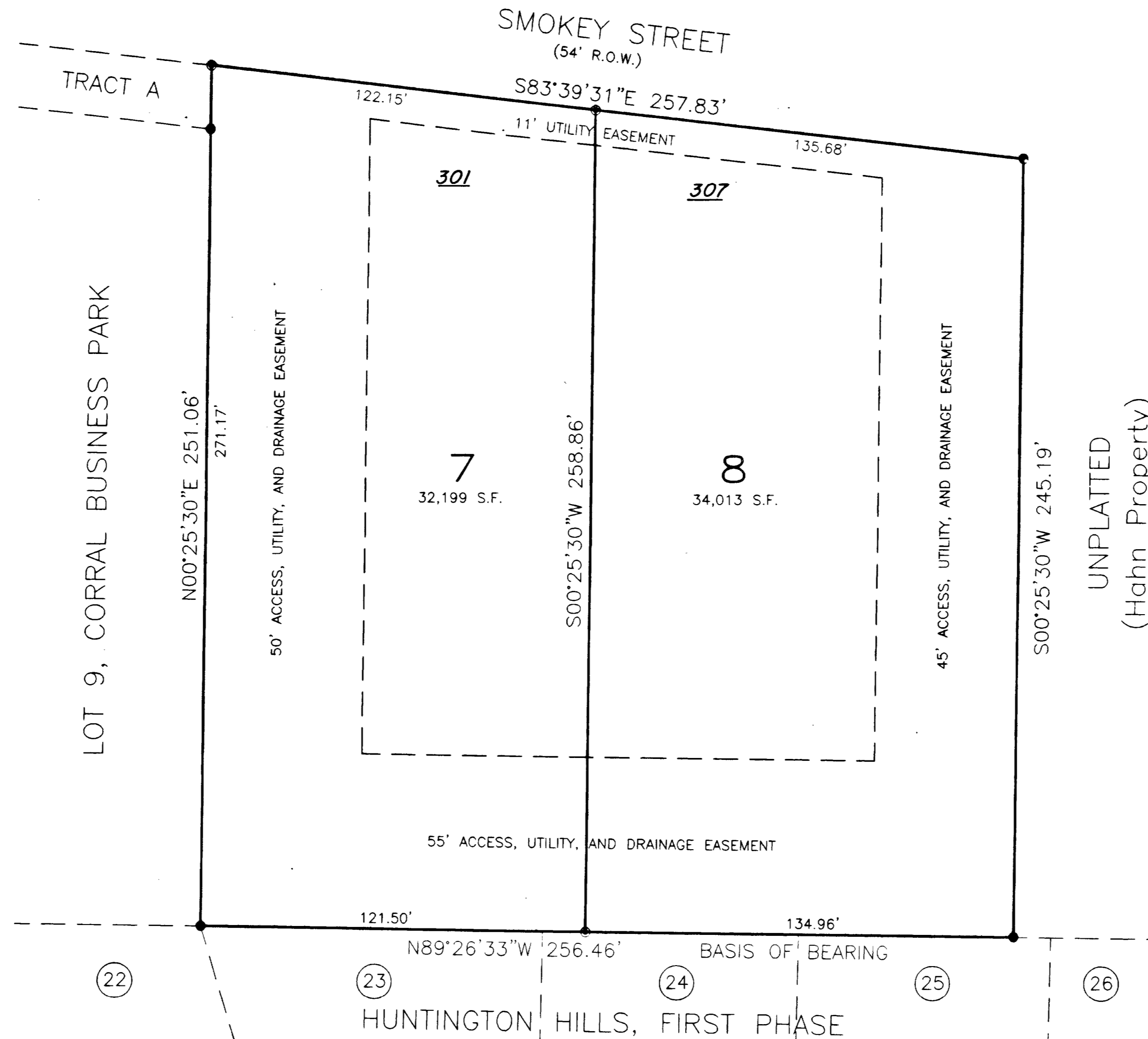
by
My commission expires 10/16/2002

5710 N. GALT AVE
Address

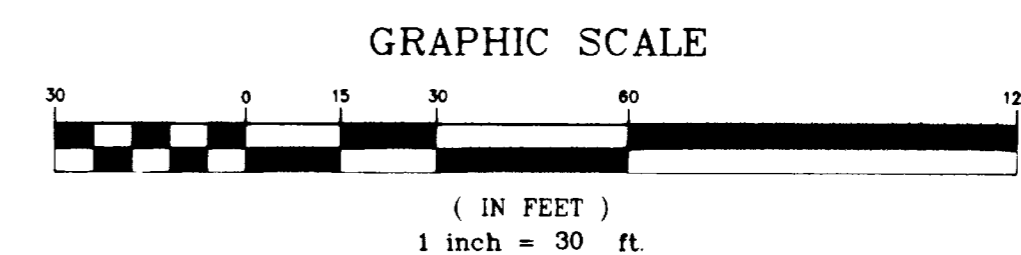
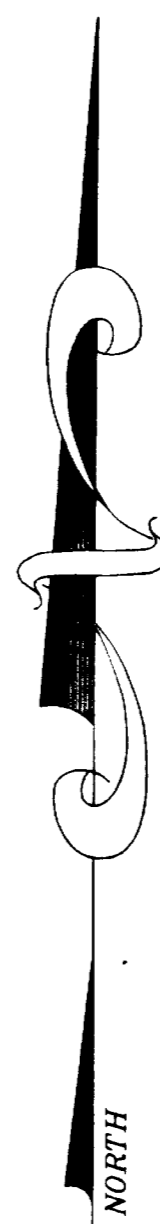
Loveland, Co 80538

LEGEND

- Indicates found 1/2" diameter rebar with plastic cap, stamped "LS 17483".
- Indicates set 1/2" diameter rebar with plastic cap, stamped "RJL LS 25372".



VICINITY MAP
SCALE 1"=3000'



APPROVED:

Approved by City of Fort Collins Light and Power (electric utility provider) on this _____ day of _____ A.D., 2002.

APPROVED:

Approved by AT & T Broadband (cable television provider) on this _____ day of _____ A.D., 2002.

APPROVED AS TO FORM, CITY ENGINEER:

By the City Engineer of the City of Fort Collins, Colorado on this 27th day of July, A.D., 2002

Rick Richter
For City Engineer

PLANNING APPROVAL:

By the Director of Planning of the City of Fort Collins, Colorado on this 9th day of July, A.D., 2002

[Signature]
Director of Planning

City Clerk

SURVEYOR'S CERTIFICATE:

I, Ricky J. Lewis, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Replat 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.

[Signature]
Ricky J. Lewis
Colorado Registered Professional Land Surveyor #25372

NOTES:

- 1) According to Colorado law, you must commence any legal action based on any defect in this survey within three years after you first discover such defect. In no event may any legal action based on any defect in this survey be commenced more than ten years after the date of survey shown hereon.
- 2) The Basis of Bearings (Referenced): Bearings based on the South line of Lots 7 & 8, being monumented as shown and assumed as N89°26'33"W, from plat of THE CORRAL BUSINESS PARK, FIRST FILING.
- 3) 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.
- 4) This action was previously approved as a Minor Amendment. (Current Planning File #48-84D, effective 5-25-98)
- 5) All easements shown on Lots 7 & 8 of THE CORRAL BUSINESS PARK, FIRST FILING, are hereby vacated and re-dedicated as shown hereon.

PROJECT NO. 1348
SHEET NO. 1
TITLE: CORRAL BUSINESS PARK
R.J.L. SURVEYS
113 CAMERON DRIVE, SUITE B
FORT COLLINS, COLORADO 80525
(970) 226-3007 FAX (970) 226-3027
CLIENT: DUANE MILLER
DRAWN: DJS
CHECKED: RJL
APPROVED:
DATE: 4-19-02
SCALE: 1"=30'
FIELD BOOK: