

FOSSIL LAKE PDP FOURTH FILING, FIRST REPLAT

Being a Replat of Lots 1 through 7, Block 1, Lots 1 through 8 and Tract A, Block 2 and Tract B, Fossil Lake P.D.P. Fourth Filing, City Of Fort Collins, County Of Larimer, State Of Colorado

(For Recording Purposes: Part of The NW1/4 of Section 9, Township 6 North, Range 68 West of The 6th P.M.)

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all men by these presents, that Fossil Lake Condominiums, LLC, a Colorado Limited Liability Company, Everline, LLC, a Colorado Limited Liability Company and Advantage Bank, being owner(s) and lienholder(s) of the following described land:

A parcel of land being a Replat of Lots 1 through 7, Block 1, Lots 1 through 8 and Tract A, Block 2 and Tract B, Fossil Lake P.D.P. Fourth Filing as recorded in the records of the Larimer County Clerk and Recorder on March 26, 2004 at Reception No. 20040027741, all being located in the Northwest Quarter (NW1/4) of Section Nine (9), Township Six North (T.6N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado.

The above described parcel contains 6.591 acres, more or less(±).

have caused the above described land to be surveyed and subdivided into lots, building envelopes, tracts and streets as shown on this plat to be known as FOSSIL LAKE PDP FOURTH FILING, FIRST REPLAT, 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 furthermore commits to make necessary repairs to said public improvements, to include, without limitation, the roads, streets, fills, embankments, ditches, cross ponds, 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.

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.

OWNER:

Fossil Lake Condominiums, LLC, a Colorado Limited Liability Company
By: Jason Sherrill, Manager

By: Jason W. Sherrill As: Manager

NOTARIAL CERTIFICATE

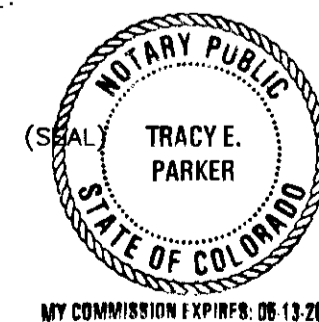
STATE OF Colorado)
COUNTY OF Weld)

The foregoing instrument was acknowledged before me by Jason W. Sherrill as Manager of Fossil Lake Condominiums, LLC, a Colorado Limited Liability Company this 24 day of OCTOBER, 2007.

My commission expires 5-13-2011

Witness my hand and official seal.

Tracy E. Parker
Notary Public



LIENHOLDER(S):

Everline, LLC, a Colorado Limited Liability Company
By: Stanley K. Everitt, Manager

By: Stanley K. Everitt As: Manager

NOTARIAL CERTIFICATE

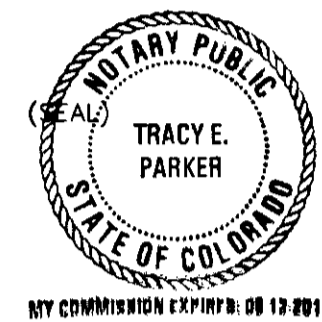
STATE OF Colorado)
COUNTY OF Weld)

The foregoing instrument was acknowledged before me by Stanley K. Everitt as Manager of Everline, LLC, a Colorado Limited Liability Company this 24 day of OCTOBER, 2007.

My commission expires 5-13-2011

Witness my hand and official seal.

Tracy E. Parker
Notary Public



LIENHOLDER(S):

Advantage Bank
By: Mike Bond, Regional President

By: Mike Bond As: Regional President

NOTARIAL CERTIFICATE

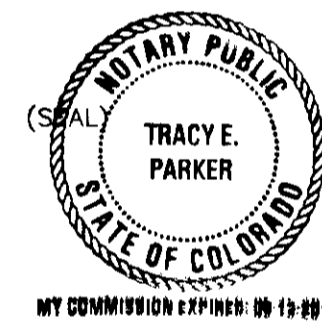
STATE OF Colorado)
COUNTY OF Weld)

The foregoing instrument was acknowledged before me by Mike Bond as Regional President of Advantage Bank this 24 day of OCTOBER, 2007.

My commission expires 5-13-2011

Witness my hand and official seal.

Tracy E. Parker
Notary Public



SURVEYOR'S STATEMENT

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 monuments and boundaries 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.

Steven A. Lund
10-24-2007
State of Colorado
Steven A. Lund - On-Call
Of King Surveyors Inc.
Colorado Registered Professional
Land Surveyor # 29955

APPROVED AS TO FORM, CITY ENGINEER

By the City Engineer of the City of Fort Collins, Colorado this 20th day of

NOVEMBER A.D., 2007
David J. ...
City Engineer

PLANNING APPROVAL

By the Director of Planning the City of Fort Collins, Colorado this 20th day of

NOVEMBER A.D., 2007
Ted Sherrill
Director of Planning



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 Commitment Number 821-H0187409-084-AR, dated October 17, 2007 at 8:00 am as prepared by First American Title Insurance Company to delineate the aforesaid information.

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 (f) inclusive of the Land Use Code of the City of Fort Collins and that all persons signing as required by said sections have done so lawfully and with full authority. Said certification is limited to those ownership interests that are of record in the real estate records of the Clerk and Recorder's Office of Larimer County, Colorado, prior to the date of certification, or, if not of record, are either actually known to me or in the exercise of reasonable diligence should have been known to me.

Attorney: Tracy E. Parker

Address: 4427 W. 26th St. Rd. Ste. A
Creely Co Bldg

Registration No.: 22-054

TRACT	DESCRIPTION	OWNED & MAINTAINED BY
TRACT A, BLOCK 2	OPEN SPACE & DRAINAGE EASEMENT	OWNERS ASSOCIATION
TRACT A, BLOCK 3	DRAINAGE & UTILITY EASEMENT	OWNERS ASSOCIATION

LAND DISTRIBUTION TABLE:

LOTS (15)	5.820 ACRES	89%
TRACT (2)	0.771 ACRES	12%
TOTAL	6.591 ACRES	100%

EASEMENT VACATION NOTE:

Shown on the attached map as embraced within the heavy exterior lines thereon, do hereby vacate the previously platted easements and have replatted the same as shown on the attached map with the following Exceptions:

It is not the intent of this plat to relocate, vacate or otherwise effect the easements previously created for Public Service Company of Colorado, recorded at Reception No. 99091141 or the Irrigation easement, recorded at Reception No. 2002009350 by Fossil Lake PDP Fourth Filing as recorded in the records of the Larimer County Clerk and Recorder on March 26, 2004 at Reception No. 2004002741. These easements will remain in the previously platted locations and will provide the same benefits as they were previously intended to provide.

BASIS OF BEARINGS

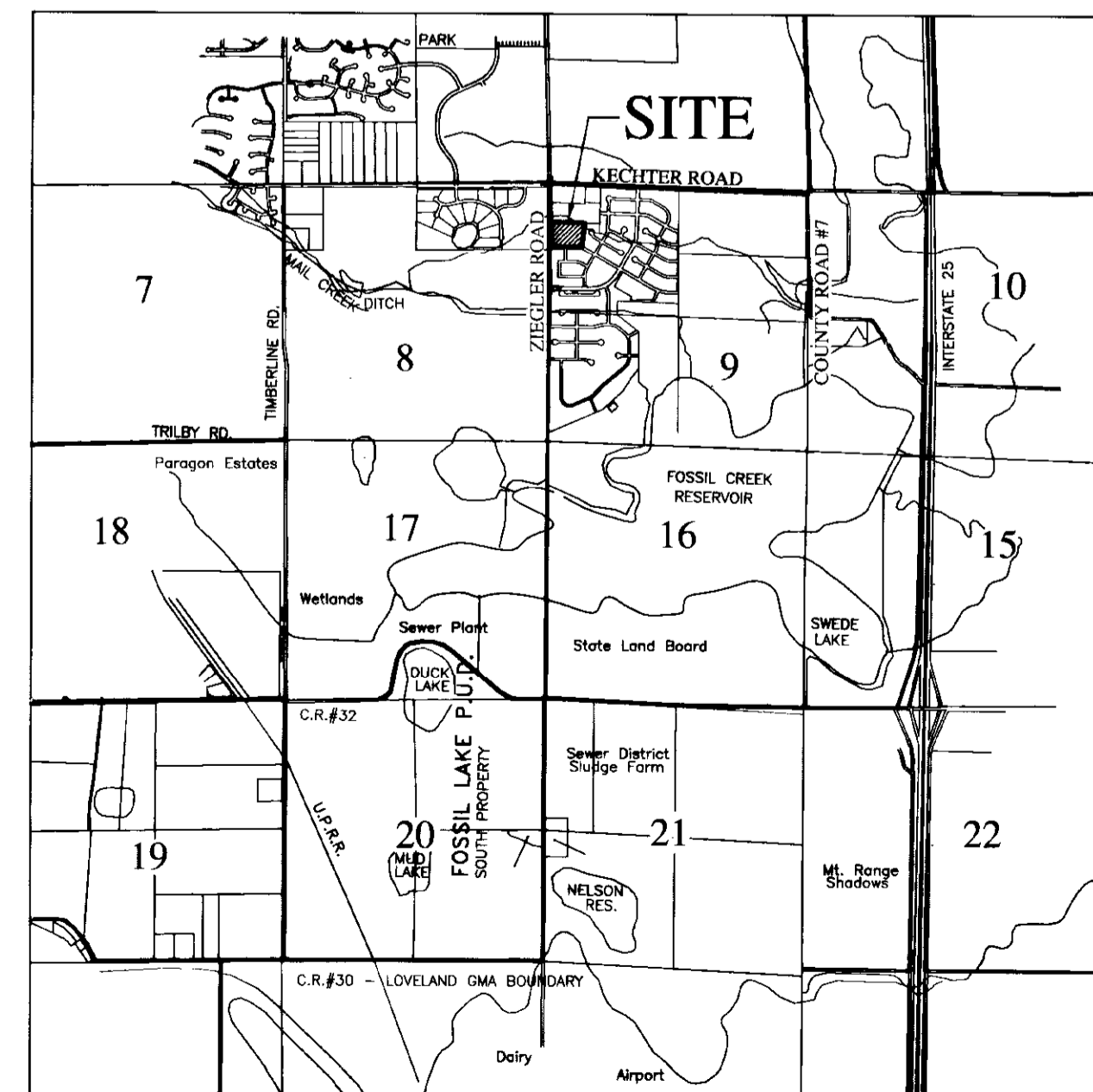
Beginning at the Northwest Corner of said Section 9 and assuming the West line of the NW1/4 of said Section 9 as bearing South 00°00'10" East, a distance of 2643.82 feet with all other bearings contained herein relative thereto

NOTE

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 herein. (13-80-105 C.R.S.)

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.



DATE: 7/11/2007
FILE NAME: 2007278SUB
SCALE: 1"=50'
DRAWN BY: KRG
CHECKED BY: SAL

KING SURVEYORS, INC.
650 Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



REVISIONS:
DATE: 8-21-07
ADDRESS CITY COMMENTS: KRG 10-15-07
ADDRESS CITY COMMENTS: KRG 10-23-07
UPDATE TITLE, CERTIFICATION, OWNER INFO: 10-23-07
COSO
PR 10-17-07

FOSSIL LAKE PDP FOURTH FILING,
FIRST REPLAT
NORTH STAR DESIGN
700 AUTOMATION DRIVE, WINDSOR, CO 80550
PHONE: (970) 686-6939 FAX: (970) 686-1188

PROJECT #:
2007278

1

SHEET 1 OF 2

FOSSIL LAKE PDP FOURTH FILING, FIRST REPLAT

Being a Replat of Lots 1 through 7, Block 1, Lots 1 through 8 and Tract A, Block 2 and Tract B, Fossil Lake PDP Fourth Filing, City Of Fort Collins, County Of Larimer, State Of Colorado

DATE: 7/11/2007
FILE NAME: 2007278SUB
SCALE: 1"=50'
DRAWN BY: KRG
CHECKED BY: SAL

KING SURVEYORS, INC.
650 Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821



DATE: 10-17-07
REVISIONS: KRG B-21-07
ADDRESS CITY COMMENTS
PR 10-17-07

FOSSIL LAKE PDP FOURTH FILING,
FIRST REPLAT
NORTH STAR DESIGN
700 AUTOMATION DRIVE, WINDSOR, CO 80550
PHONE: (970) 686-6939 FAX: (970) 686-1188

PROJECT #: 2007278

2

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	24.59'	15.00'	93°56'32"	21.93'
C2	64.18'	190.50'	19°18'09"	63.87'
C3	47.00'	139.50'	19°18'09"	46.77'
C4	25.13'	15.00'	89°59'51"	22.63'
C5	25.13'	15.00'	90°00'12"	22.63'
C6	64.18'	190.50'	19°18'09"	63.87'
C7	47.00'	139.50'	19°18'09"	46.77'
C8	23.56'	15.00'	90°00'04"	21.21'
C9	23.56'	15.00'	89°59'46"	21.21'
C10	23.56'	15.00'	90°00'00"	21.21'
C11	35.12'	268.50'	07°29'41"	35.10'
C12	23.56'	15.00'	90°00'04"	21.21'
C13	25.97'	100.00'	14°52'49"	25.90'
C14	51.53'	190.50'	15°29'54"	51.37'
C15	12.65'	190.50'	03°48'15"	12.65'
C16	25.13'	15.00'	89°59'49"	22.63'
C17	62.83'	40.00'	89°59'49"	56.57'
C18	39.52'	190.50'	11°53'16"	39.45'
C19	12.00'	190.50'	03°36'38"	12.00'
C20	25.13'	15.00'	90°00'00"	22.63'
C21	25.13'	15.00'	90°00'00"	22.63'
C22	62.83'	40.00'	90°00'00"	56.57'
C23	62.83'	40.00'	90°00'00"	56.57'

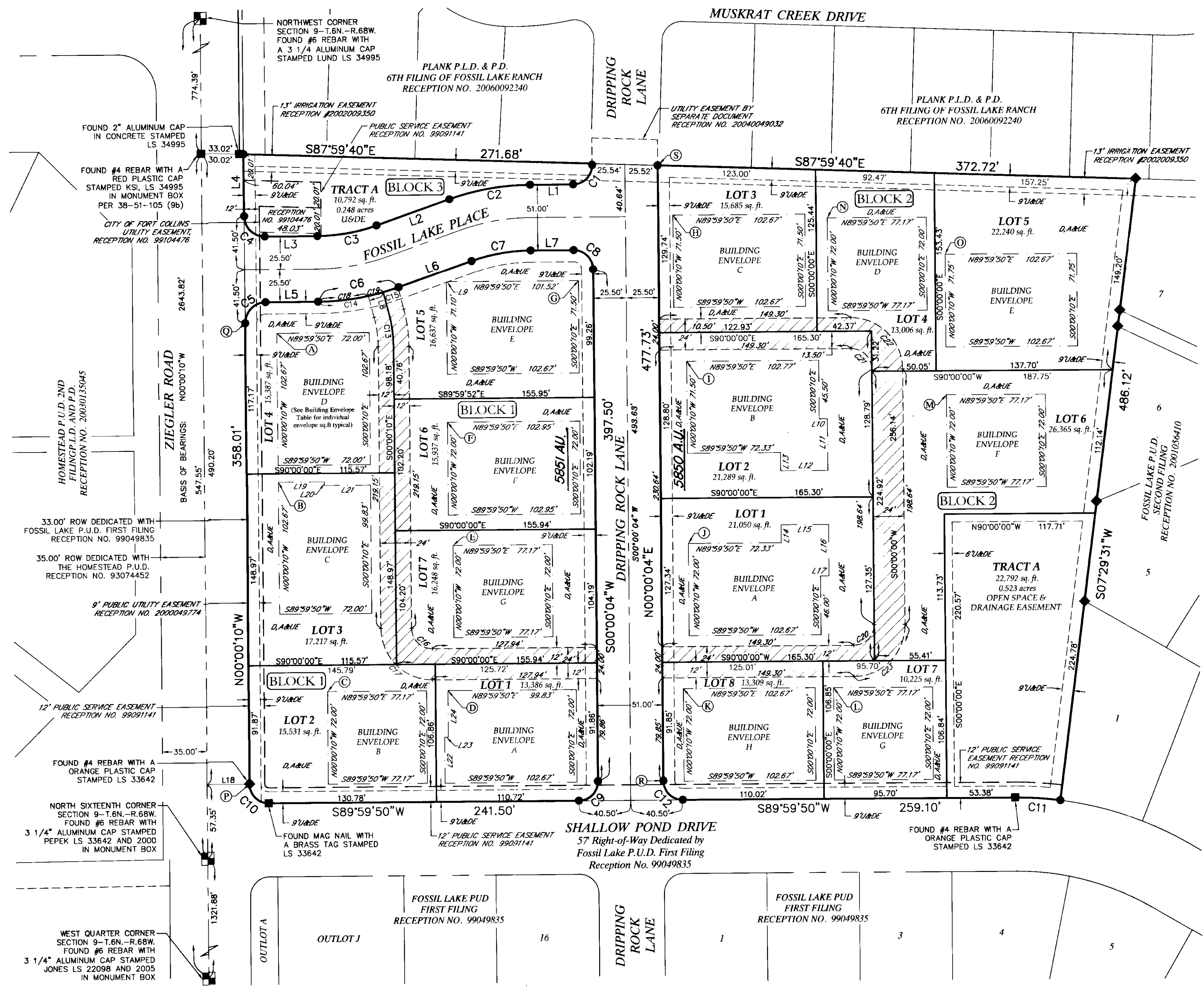
LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	33.49'
L2	S70°41'51"W	60.35'
L3	N90°00'00"W	41.00'
L4	N00°00'19"W	48.04'
L5	S90°00'00"E	41.00'
L6	N70°41'51"E	60.35'
L7	N90°00'00"E	33.49'
L8	S14°53'00"E	16.80'
L9	N70°41'51"E	1.22'
L10	N89°59'50"E	6.35'
L11	S00°00'10"E	40.00'
L12	S89°59'50"W	36.79'
L13	N00°00'10"W	14.00'
L14	N00°00'10"W	14.00'
L15	N89°59'50"E	36.84'
L16	S00°00'10"E	40.00'
L17	S89°59'50"W	6.69'
L18	N89°59'50"E	33.00'
L19	N89°59'50"E	36.00'
L20	S00°00'00"E	2.84'
L21	N89°59'50"E	36.00'
L22	N00°00'10"W	36.00'
L23	N89°59'50"E	2.84'
L24	N00°00'10"W	36.00'

COORDINATE TABLE	
A	N 427790.0285 E 2133576.4881
B	N 427674.3615 E 2133576.4939
C	N 427511.4696 E 2133613.5106
D	N 427511.4697 E 2133707.3438
E	N 427624.3047 E 2133712.4166
F	N 427719.8614 E 2133708.9118
G	N 427828.6999 E 2133811.8475
H	N 427878.9498 E 2133885.8789
I	N 427765.6165 E 2133895.5385
J	N 427624.3076 E 2133895.5484
K	N 427511.4727 E 2133890.5561
L	N 427511.4807 E 2134007.5707
M	N 427738.4081 E 2134097.5413
N	N 427875.9571 E 2134006.0458
O	N 427847.2414 E 2134097.5339
P	N 427440.0187 E 2133551.8529
Q	N 427798.0287 E 2133551.8349
R	N 427440.0352 E 2133874.3565
S	N 427917.7739 E 2133874.3653

BUILDING ENVELOPE TABLE	
Envelope A - 7,290 sq.ft.	Envelope A - 8,081 sq.ft.
Envelope B - 5,556 sq.ft.	Envelope B - 8,028 sq.ft.
Envelope C - 7,290 sq.ft.	Envelope C - 7,341 sq.ft.
Envelope D - 7,392 sq.ft.	Envelope D - 5,556 sq.ft.
Envelope E - 7,340 sq.ft.	Envelope E - 7,366 sq.ft.
Envelope F - 7,412 sq.ft.	Envelope F - 5,556 sq.ft.
Envelope G - 5,556 sq.ft.	Envelope G - 5,556 sq.ft.
Envelope H - 7,392 sq.ft.	Envelope H - 7,392 sq.ft.

LEGEND

- EASEMENT
- SECTION LINE
- RIGHT-OF-WAY
- BUILDING ENVELOPE
- PROPERTY LINE
- UTILITY & DRAINAGE EASEMENT
- DRAINAGE, ACCESS AND UTILITY EASEMENT
- DRAINAGE, ACCESS, UTILITY & EMERGENCY ACCESS EASEMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND #4 REBAR WITH YELLOW PLASTIC CAP STAMPED LS 22098
- SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED LS 34995
- CALCULATED POSITION



EASEMENT VACATION NOTE:
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BASIS OF BEARINGS
Beginning at the Northwest Corner of said Section 9 and assuming the West line of the NW1/4 of said Section 9 as bearing South 00°00'10" East, a distance of 2643.82 feet with all other bearings contained herein relative thereto

Steven A. Behoff of King Surveyors Inc.
Colorado Registered Professional
Land Surveyor #34995