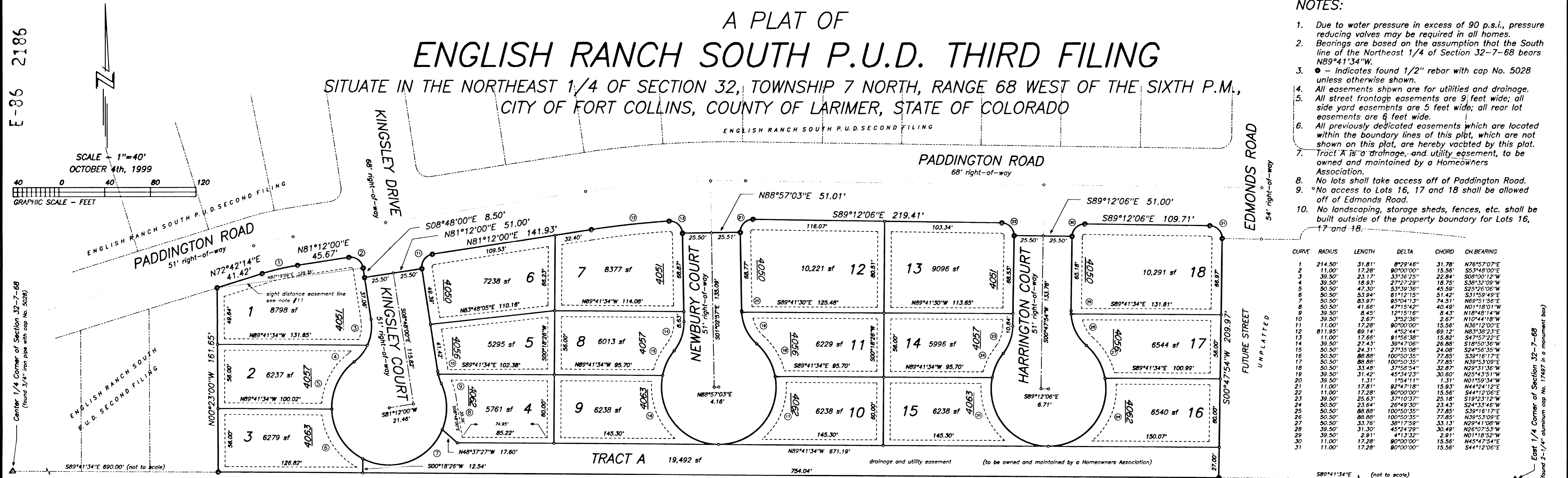


Center 1/4 Corner of Section 32-7-68 (found 3/4" iron pipe with cap No. 5028)



NOTES:

- 1. Due to water pressure in excess of 90 p.s.i., pressure reducing valves may be required in all homes.
2. Bearings are based on the assumption that the South line of the Northeast 1/4 of Section 32-7-68 bears N89°41'34"W.
3. - Indicates found 1/2" rebar with cap No. 5028 unless otherwise shown.
4. All easements shown are for utilities and drainage.
5. All street frontage easements are 9 feet wide; all side yard easements are 5 feet wide; all rear lot easements are 6 feet wide.
6. All previously dedicated easements which are located within the boundary lines of this plat, which are not shown on this plat, are hereby vacated by this plat.
7. Tract A is a drainage, and utility easement, to be owned and maintained by a Homeowners Association.
8. No lots shall take access off of Paddington Road.
9. No access to Lots 16, 17 and 18 shall be allowed off of Edmonds Road.
10. No landscaping, storage sheds, fences, etc. shall be built outside of the property boundary for Lots 16, 17 and 18.

Table with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD, CH. BEARING. Lists curve data for 31 curves.

STATEMENT OF OWNERSHIP AND SUBDIVISION:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners and proprietors of the following described land, to-wit: a tract of land situate in the Northeast 1/4 of Section 32, Township 7 North, Range 68 West of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, which, considering the South line of said Northeast 1/4 as bearing N89°41'34"W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point on said South line which bears S89°41'34"E 690.00 feet from the Center 1/4 Corner of said Section 32, and run thence N00°23'00"W 161.65 feet to a point on the South right-of-way line of Paddington Road; thence along said South right-of-way line, N72°42'14"E 41.42 feet, and again along the arc of a 214.50 foot radius curve to the right a distance of 31.81 feet, the long chord of which bears N76°57'07"E 31.78 feet, and again N81°12'00"E 45.67 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.28 feet, the long chord of which bears S53°48'00"E 15.56 feet; thence S08°48'00"E 8.50 feet; thence N81°12'00"E 51.00 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.28 feet, the long chord of which bears N36°12'00"E 15.56 feet to a point on the South right-of-way line of Paddington Road; thence along said South right-of-way line, N81°12'00"E 141.93 feet, and again along the arc of an 811.95 foot radius curve to the right a distance of 69.14 feet, the long chord of which bears N83°38'23"E 69.12 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.66 feet, the long chord of which bears S47°57'22"E 15.82 feet; thence N88°57'03"E 51.01 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.81 feet, the long chord of which bears N44°24'12"E 15.93 feet to a point on the South right-of-way line of Paddington Road; thence along said South right-of-way line, S89°12'06"E 219.41 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.28 feet, the long chord of which bears S44°12'06"E 15.56 feet; thence S89°12'06"E 51.00 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.28 feet, the long chord of which bears N45°47'54"E 15.56 feet to a point on the South right-of-way line of Paddington Road; thence along said South right-of-way line, S89°12'06"E 109.71 feet; thence along the arc of an 11.00 foot radius curve to the right a distance of 17.28 feet, the long chord of which bears S44°12'06"E 15.56 feet; thence S00°47'54"W 209.97 feet to a point on the South line of said Northeast 1/4; thence along said South line, N89°41'34"W 880.86 feet to the point of beginning. The above tract contains 4.2247 acres, more or less.

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 ENGLISH RANCH SOUTH P.U.D. THIRD 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 the streets so dedicated until such time as the streets are inspected and accepted by the City Engineer. All maintenance of the above described streets shall be performed by the undersigned (and his/her successors in interest) until such time as the City expressly assumes, in writing, the duty of such maintenance.

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 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 under this warranty 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 paths, 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 and 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 19 day of October A.D., 1999.

ENGLISH RANCH SOUTH LLC

Signature of William D. Bartran, Manager

State of Colorado } S.S.

County of Larimer } The foregoing dedication was acknowledged before me this 19th day of October A.D., 1999 by William D. Bartran as Manager of English Ranch South, LLC.

My notarial commission expires 11/8/00

NOTARY PUBLIC

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 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.

South line of the Northeast 1/4 of Section 32-7-68 (basis of bearing)

NOTES (continued):

- 11. The sight distance easement on Lot 1 is an easement required by the City of 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 traffic. The following are requirements for certain objects that may occupy a sight distance easement for level ground:
(a) Structures and landscaping in the easement shall not exceed 24 inches in height with the following exceptions:
(1) Structures up to 48 inches in height may be allowed as long as they do not obstruct the line of sight for motorists.
(2) Deciduous trees may be allowed as long as all branches of the tree are trimmed so that no portion thereof or leaves thereon hang lower than six (6) feet above the ground and the trees are secured 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.
For non-level ground these requirements shall be modified to provide the same degree of visibility.

ATTORNEY'S CERTIFICATE:

I hereby certify that this subdivision plat has been duly executed as required pursuant to § 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 an examination of the records of the Clerk and Recorder of Larimer County, Colorado as of the 11th day of September, A.D., 1999, and other information discovered by me through reasonable inquiry and is limited as authorized by § 2.2.3(C)(3)(f) of the land Use Code.

Signature of Attorney, Registration No. 991

Address: 110 E Oak St. #200, Fort Collins, CO 80524

SURVEYOR'S CERTIFICATE:

I, Franklin D. Blake, a duly registered Professional Engineer and Land Surveyor in the State of Colorado, do hereby certify that this PLAT OF ENGLISH RANCH SOUTH P.U.D. THIRD FILING truly and correctly represents the results of a survey made by me or under my direct supervision.

Signature of Franklin D. Blake, Colorado registered P.E. & L.S. No. 7839

APPROVED AS TO FORM:

By the City Engineer of the City of Fort Collins, Colorado this 5th day of November A.D., 1999.

Signature of City Engineer

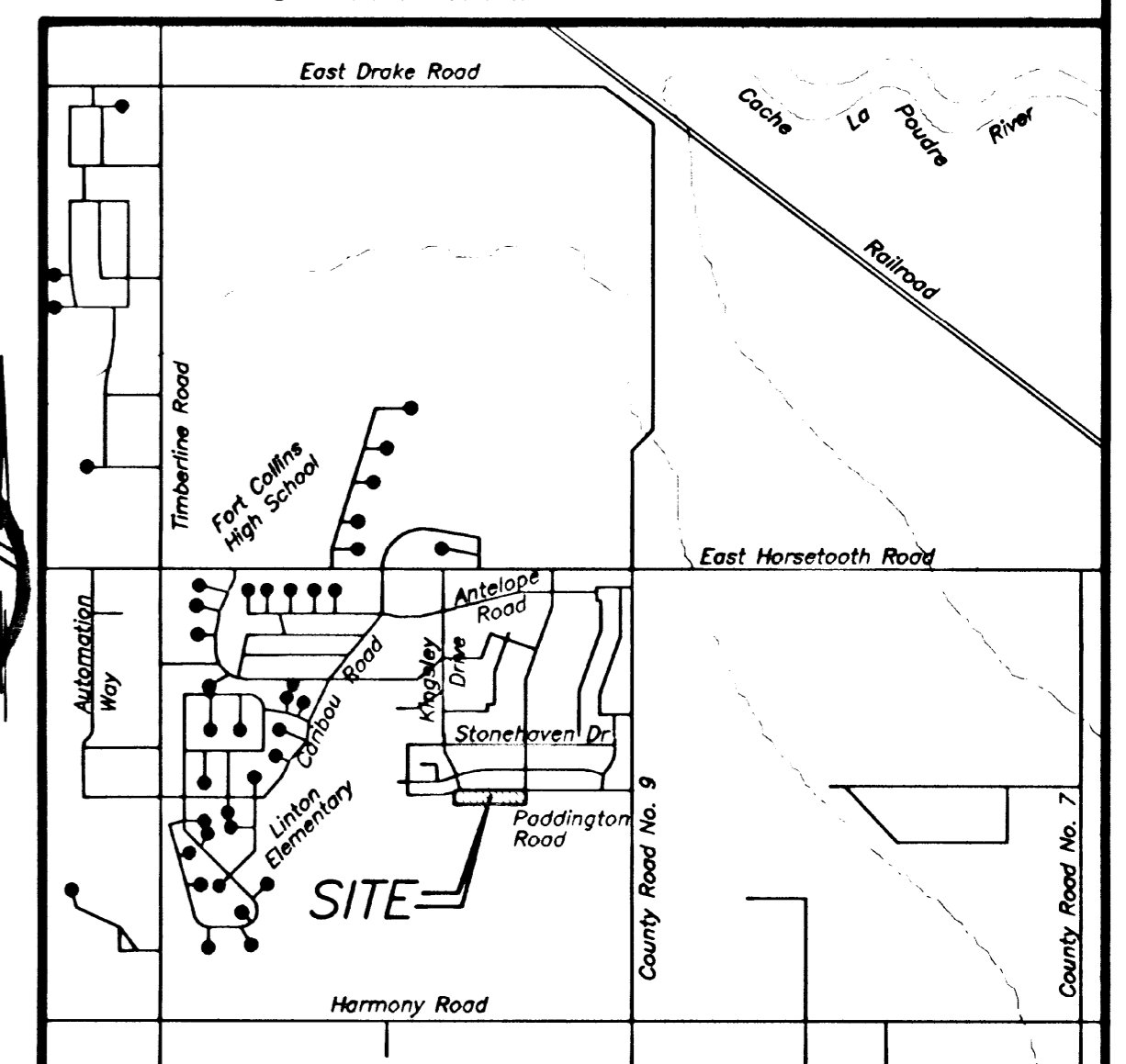
APPROVED:

By the Planning and Zoning Board of the City of Fort Collins, Colorado this 19th day of August A.D., 1999.

Signature of Secretary of the Planning and Zoning Board



VICINITY MAP SCALE - 1"=1000'



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.