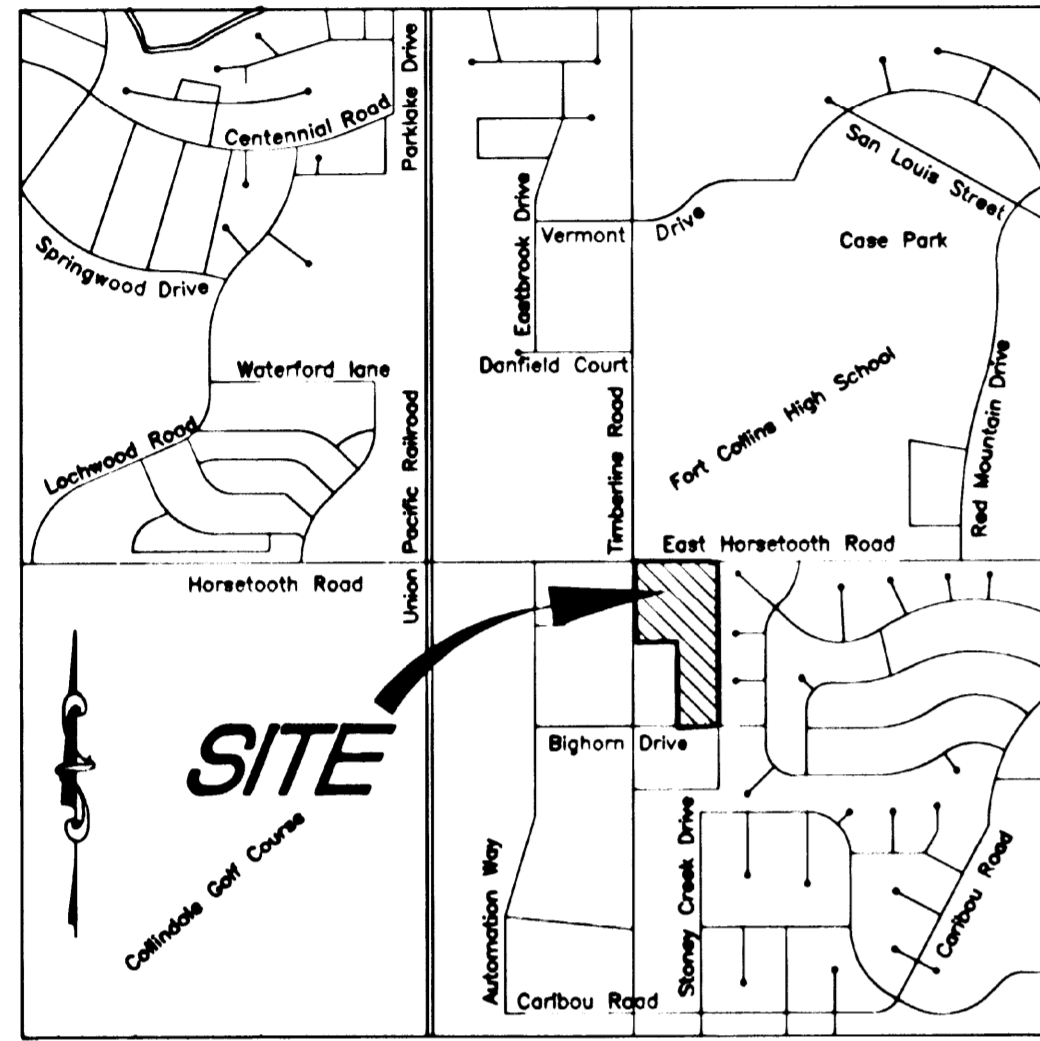


F-133 2205

A PLAT OF
FOX MEADOWS BUSINESS PARK NO. 1
 A REPLAT OF A PORTION OF TRACT A "FOX MEADOWS BUSINESS PARK", RECORDED AT RECEPTION NO. 89053333
 ALSO BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 NORTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
 1" = 1000'

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING ALL THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED LAND TO-WIT:

A PARCEL OF LAND LOCATED IN TRACT A, "FOX MEADOWS BUSINESS PARK," A PLAT RECORDED AT RECEPTION NO. 89053333, IN THE OFFICE OF THE CLERK AND RECORDER OF LARIMER COUNTY, COLORADO, ALSO BEING A PART OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE SOUTH LINES OF SAID TRACT A, THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°24'24", A RADIUS OF 1148.78 FEET, AN ARC LENGTH OF 128.45 FEET, AND WHOSE CHORD BEARS S88°36'12"W, A DISTANCE OF 128.39 FEET;
2. S89°48'24"W, A DISTANCE OF 86.78 FEET;

THENCE N00°11'36"W, A DISTANCE OF 444.11 FEET; THENCE S89°48'24"W, A DISTANCE OF 207.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE ALONG SAID TRACT A, THE FOLLOWING EIGHT (8) COURSES:

1. N00°11'36"W, A DISTANCE OF 48.00 FEET;
2. S89°48'24"W, A DISTANCE OF 7.50 FEET;
3. N00°11'36"W, A DISTANCE OF 374.07 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°05'53", A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 5.26 FEET;
5. S89°34'14"E, A DISTANCE OF 389.08 FEET;
6. S00°11'36"E, A DISTANCE OF 10.00 FEET;
7. S89°34'14"E, A DISTANCE 40.00 FEET;
8. S00°11'36"E, A DISTANCE OF 849.50 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS A GROSS AREA OF 6.361 ACRES, MORE OR LESS.

THE UNDERSIGNED HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED INTO A LOT, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT TO BE KNOWN AS "FOX MEADOWS BUSINESS PARK NO. 1", 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 STREETS ARE INSPECTED AND ACCEPTED BY 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 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 CURBS, 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 OR 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 11th DAY OF April, A.D., 2000.

OWNER: FM FORT COLLINS L.P., A COLORADO LIMITED PARTNERSHIP
 BY: J. Marc Hendricks
 GENERAL PARTNER OF FM FORT COLLINS L.P.

J. MARC HENDRICKS
 PRESIDENT OF TIMBERLINE & HORSETOOTH, INC.

STATE OF COLORADO)
) SS
 COUNTY OF Denver)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF April, A.D., 2000 BY J. MARC HENDRICKS, AS PRESIDENT OF TIMBERLINE & HORSETOOTH, INC., A COLORADO CORPORATION, GENERAL PARTNER OF FM FORT COLLINS L.P.

SUBSCRIBED AND SWORN BEFORE ME THIS 11th DAY OF April, A.D., 2000.

MY COMMISSION EXPIRES August 2, 2003
Debra J. Riberton
 NOTARY PUBLIC
1165 S. Pennsylvania St.
 ADDRESS Denver, CO 80210
 CITY, STATE, ZIP CODE

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

BY: Firstbank of Tech Center
Senior Vice President
 BY: CITY OF FORT COLLINS
N/A CITY MANAGER
N/A CITY CLERK

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.

SURVEYOR'S CERTIFICATE

I, JANET A. CALDWELL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION OF "FOX MEADOWS BUSINESS PARK NO. 1" WAS MADE BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING ON OR ABOUT THE 22ND DAY OF SEPTEMBER 1999, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.



JANET A. CALDWELL
 COLORADO PROFESSIONAL LAND SURVEYOR NO. 29027
 FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.

APPROVED:

BY THE PLANNING AND ZONING BOARD OF THE CITY OF FORT COLLINS, COLORADO THIS 26th DAY OF May, A.D., 2000.
David Sturgeon
 SECRETARY OF PLANNING AND ZONING BOARD

APPROVED AS TO FORM:

BY THE CITY ENGINEER OF THE CITY OF FORT COLLINS, COLORADO THIS 26th DAY OF May, A.D., 2000.
COMPANER
 CITY ENGINEER



ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN DULY EXECUTED AS REQUIRED PURSUANT TO §2.2.3(C)(3)(c) 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 SIGNATURES 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 April, A.D. 2000 AND OTHER INFORMATION DISCOVERED BY ME THROUGH REASONABLE INQUIRY AND IS LIMITED AS AUTHORIZED BY §2.2.3(C)(f) OF THE LAND USE CODE.

ATTORNEY Debra J. Riberton REGISTRATION NO. 004471

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
 COUNTY OF LARIMER)
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 2000.
 WITNESS MY HAND AND SEAL
 MY NOTARIAL COMMISSION EXPIRES _____
 COUNTY CLERK AND RECORDER

SHEET 1 OF 2

THE LUND PARTNERSHIP, INC.
 12265 W. BAYAUD AVE., SUITE 130
 LAKEWOOD, COLORADO 80228
 303 989-1461
 JOB NO. 305-0401 APRIL 11, 2000

F-133 2205

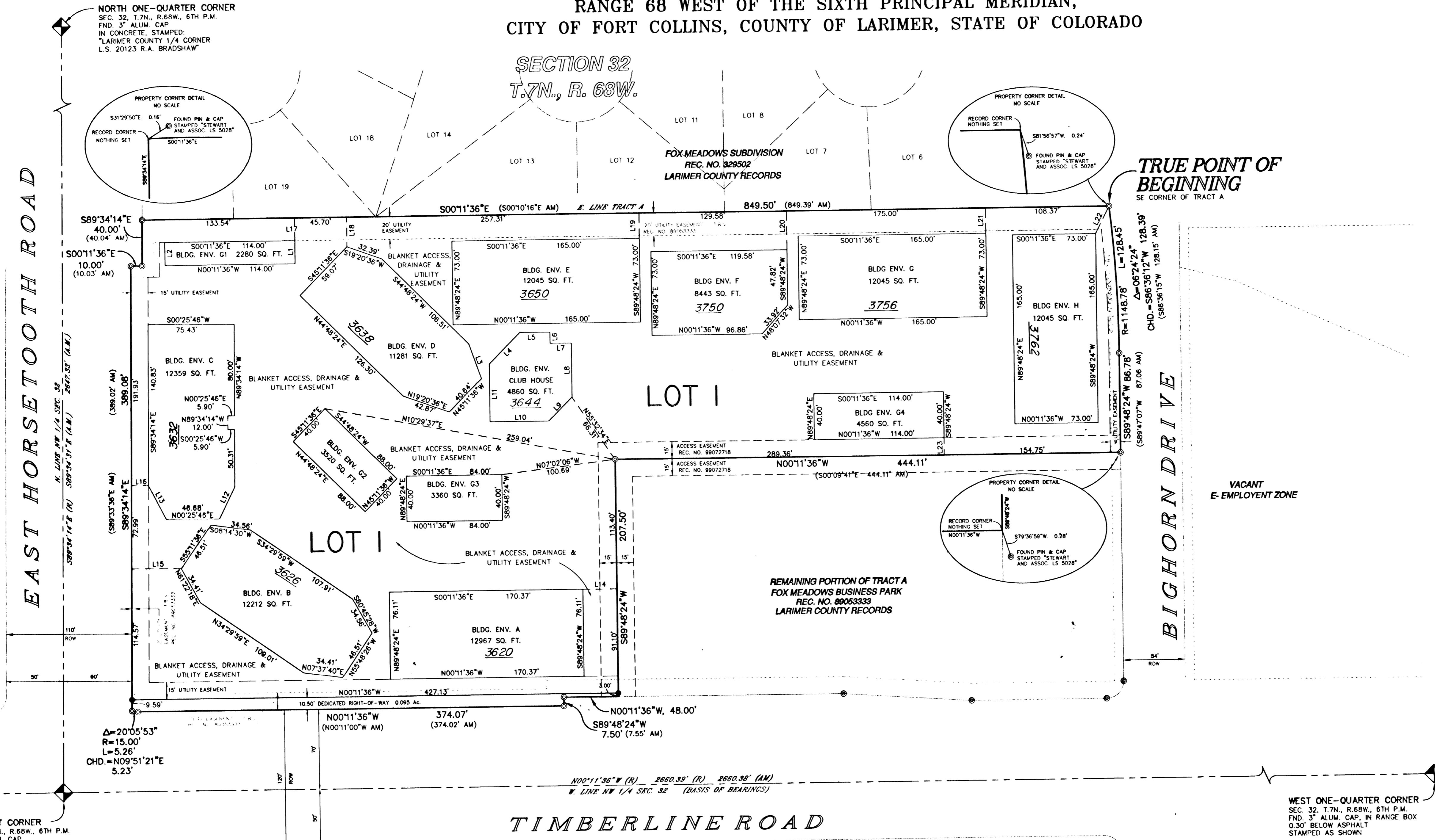
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F-133 2205

A PLAT OF FOX MEADOWS BUSINESS PARK NO. 1

A REPLAT OF A PORTION OF TRACT A "FOX MEADOWS BUSINESS PARK", RECORDED AT RECEPTION NO. 89053333
ALSO BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

SECTION 32
T.7N., R. 68W.



COURSE DATA

LINE	BEARING	DISTANCE
L1	S89°48'24\"W	20.00'
L2	N89°48'24\"E	20.00'
L3	S70°16'12\"W	32.39'
L4	S45°07'42\"E	38.22'
L5	S00°00'00\"W	26.51'
L6	N90°00'00\"E	9.72'
L7	S00°00'00\"W	18.85'
L8	S90°00'00\"W	47.38'
L9	N45°00'00\"W	29.14'
L10	N00°00'00\"W	51.72'
L11	N80°00'00\"E	50.62'
L12	N64°02'56\"W	30.99'
L13	N62°49'16\"E	33.22'
L14	N00°11'36\"W	30.00'
L15	S00°25'46\"W	43.50'
L16	S00°25'46\"W	15.00'
L17	S89°48'24\"W	20.00'
L18	S89°48'24\"W	26.00'
L19	S89°48'24\"W	22.35'
L20	S89°48'24\"W	34.00'
L21	S89°48'24\"W	22.00'
L22	N63°10'18\"W	26.68'
L23	N89°48'24\"E	15.00'

SECTION 29
T.7N., R. 68W.

LOT 3
TOWER SHOPPES P.U.D.
REC. NO. 85052532
LARIMER COUNTY RECORDS

LOT 1

REMAINING PORTION OF TRACT A
FOX MEADOWS BUSINESS PARK
REC. NO. 89053333
LARIMER COUNTY RECORDS

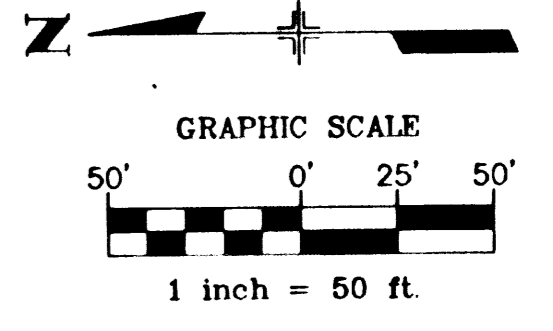
LOT 1
CARRIAGE WASH P.U.D.
REC. NO. 85062785
LARIMER COUNTY RECORDS

SECTION 31
T.7N., R. 68W.

UNPLATTED

NORTHWEST CORNER
SEC. 32, T.7N., R.68W., 6TH P.M.
FND. 3\" ALUM. CAP.
IN RANGE BOX, FLUSH WITH CONC.
STAMPED: T7N R68W S30/S29 S31/S32
LS 17662 1996

WEST ONE-QUARTER CORNER
SEC. 32, T.7N., R.68W., 6TH P.M.
FND. 3\" ALUM. CAP. IN RANGE BOX
0.30' BELOW ASPHALT
STAMPED AS SHOWN



NOTES

- ALL BEARINGS AND DISTANCES SHOWN ARE RECORD FROM "FOX MEADOWS BUSINESS PARK," RECEPTION NO. 89053333 OR AN UNRECORDED ALTA SURVEY BY STEWART AND ASSOC. STAMPED 9/23/98.
- THOSE UTILITY EASEMENTS RECORDED AT RECEPTION NO. 89053333 AND SPECIFICALLY SHOWN HEREON ARE HEREBY VACATED WITHIN THE BOUNDARIES OF THIS PLAT BY THE RECORDING OF THIS PLAT.
- BLANKET ACCESS, DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON LIE OUTSIDE OF ALL BUILDING ENVELOPES.

LEGEND

- DENOTES SET 30\" NO.5 REBAR WITH PLASTIC CAP STAMPED "LPI PLS 29027"
- ⊙ DENOTES FOUND REBAR WITH CAP STAMPED "STEWART AND ASSOC. LS 5028" OR CHISELED "X" IN CONCRETE.
- ⬢ DENOTES FOUND LAND CORNER (AS SHOWN).
- (AM) DENOTES BEARINGS AND DISTANCES MEASURED BETWEEN FOUND MONUMENTS.
- (R) DENOTES DISTANCES AND BEARINGS AS SHOWN ON "FOX MEADOWS BUSINESS PARK," RECEPTION NO. 89053333 OR AN UNRECORDED ALTA SURVEY BY STEWART AND ASSOC. STAMPED 9/23/98.
- (NR) DENOTES NON-RADIAL LINE.
- T.B.V. DENOTES "TO BE VACATED"

ACREAGE SUMMARY

LOT 1	3.695 Ac.
ENVELOPES	2.571 Ac.
ROW DEDICATION	0.095 Ac.
TOTAL	6.361 Ac.

THE LUND PARTNERSHIP, INC.

12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
303 989-1461
JOB NO. 305-0401

SHEET 2 OF 2

F-133 2205