

COUNTRY CLUB CORNERS FIFTH FILING

BEING A REPLAT OF LOT 2, OF COUNTRY CLUB CORNERS FOURTH FILING
SITUATE IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

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.

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Known all men by these presents, that the undersigned, being owners of the following described land:
A tract of land located in the Northwest Quarter of Section 1, Township 7 North, Range 69 West of the 6th Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado being more particularly described as follows:
Lot 2, Plat of Country Club Corners Fourth Filing, A Planned Unit Development to the City of Fort Collins, County of Larimer, State of Colorado. Said tract of land containing 6.431 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 COUNTRY CLUB CORNERS FIFTH 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 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 ensure 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 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 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 course 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.

ATTORNEY'S CERTIFICATE:

I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 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 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.

Attorney: Carol Plack
Address: 1350 17th St. #45
Denver, CO 80202
Registration No.:

ENGINEERING CERTIFICATE:

By the City Engineer of the City of Fort Collins, Colorado this 11th day of February, A.D., 2002.
City Engineer: Carol Plack

PLANNING CERTIFICATE:

By the Director of Planning of the City of Fort Collins, Colorado this 11th day of February, A.D., 2002.
Director of Planning: Samuel
City Clerk:

PROPERTY OWNERS AND LEIHHOLDERS SIGNATURES:

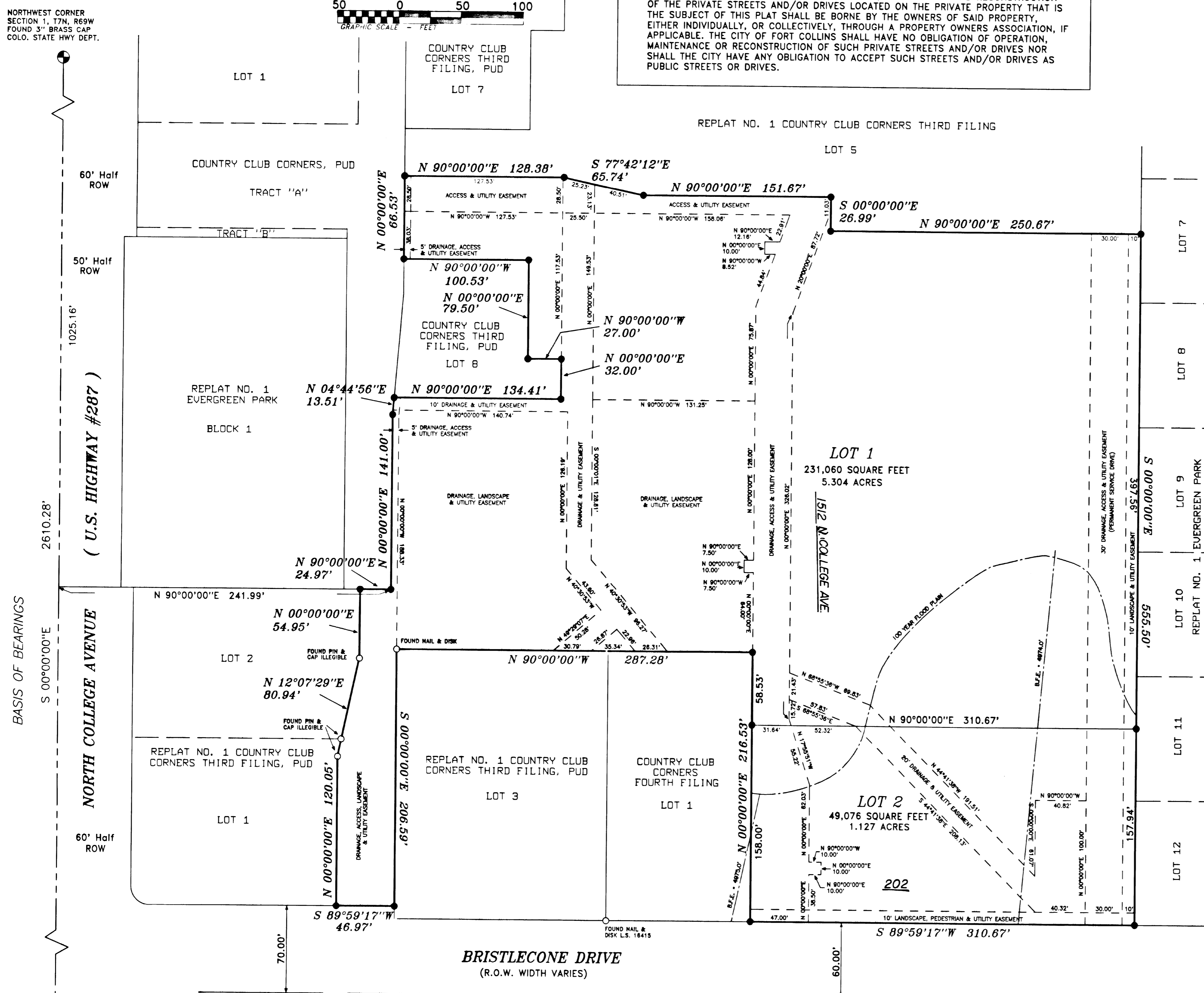
OWNER: Poudre Health Services District, a Colorado Special District and Political Subdivision
By: Carol Plack
Carol Plack (Executive Director)
STATE OF COLORADO
COUNTY OF LARIMER) SS
The foregoing instrument was acknowledged before me this 10 day of January, A.D., 2002 by Carol Plack.
Witness my hand and official seal.
My commission expires April 9, 2005
Notary Public: Justin J. Robinson-Buried
Address: 120 Brentcliffe Way, Ft. Collins, CO 80524

OWNER: Zephyr Fort Collins, A Colorado Limited Partnership
By: Robert S. Wilcox
Robert S. Wilcox
STATE OF California
COUNTY OF Inyo) SS
The foregoing instrument was acknowledged before me this 9th day of January, A.D., 2002 by Robert S. Wilcox.
Witness my hand and official seal.
My commission expires August 29, 2005
Notary Public: Jessie Harrington
Address: 151 Dove St #295 Newport Beach CA 92660
Commission # 1310246

SURVEYOR'S STATEMENT:

I, Mark F. Corbridge, a Colorado Registered Professional Land Surveyor, do hereby state that this COUNTRY CLUB CORNERS FIFTH FILING 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.

Mark F. Corbridge
Mark F. Corbridge
Colorado Registered Professional Land Surveyor #25619



LEGEND
● FOUND SECTION MONUMENT AS DESCRIBED
○ FOUND PROPERTY MONUMENT AS DESCRIBED
● SET #5 REBAR AND PLASTIC CAP L.S. 25619
--- SECTION LINE

BASIS OF BEARINGS
Bearings are based on the West line of the Northwest Quarter of Section 7, Township 7 North, Range 69 West of the 6th P.M. as bearing S 00°00'00"E according to the Plat of Country Club Corners Fourth Filing, P.U.D. Said line being monumented as shown hereon.

ABSOLUTE SURVEYING, INCORPORATED
Professional Land Surveyors Phone (970) 203-1552
2881 North Monroe Avenue, Loveland, Colorado 80538

Project: **COUNTRY CLUB CORNERS FIFTH FILING**
Client: **BALLOFFET-ENTRANCO**
Drawn By: JSK Approved By: MFC Revisions: 10-11-01 11-16-01 01-03-02
Project No. 00-1574 Date: 03-22-01 Scale: 1"=50' Sheet No. 1 of 1

NOTICE: 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.