



TOWN OF KEENESBURG
PLANNING COMMISSION MEETING
THURSDAY, JULY 16, 2020, 6:00 P.M.
KEENESBURG TOWN MEETING HALL
140 SOUTH MAIN STREET, KEENESBURG, CO 80643

Please join Planning Commission meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/683411325>

Link also available at: townofkeenesburg.com, Meeting Agendas

(Toll Free): 1 866 899 4679 - Access Code: 683-411-325#

1. Call to order
2. Pledge of allegiance
3. Roll Call
4. Public Comments
5. New Business
 - a. Public Hearing: To Consider an Addition to the Keenesburg Code Sec 16-1-70 adding a definition of Substation and Section 16-2-150 (b) adding Substation as a use by right.
 - b. RESOLUTION PC 2020-05 A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE 2020-14 ADDING A DEFINITION OF SUBSTATION AND AS A USE BY RIGHT TO THE HEAVY INDUSTRIAL ZONE DISTRICT
 - c. PUBLIC HEARING: For XYZ Enterprises LLC for a second amendment of the Mediterranea Minor Subdivision for the purpose of combining two lots.
 - d. RESOLUTION PC 2020-06 A RESOLUTION RECOMMENDING APPROVAL OF A SECOND AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION
6. Old Business
7. Board Comments / Reports
8. Adjournment

a.

ORDINANCE NO. 2020-14

AN ORDINANCE AMENDING CHAPTER 16 OF THE KEENESBURG MUNICIPAL CODE TO ADD SUBSTATION AS A USE BY RIGHT IN THE HEAVY INDUSTRIAL ZONE DISTRICT

WHEREAS, the Board of Trustees of the Town of Keenesburg has reviewed the listed uses by right in the Heavy Industrial District in light of the purposes of such zone district as set forth in Section 16-2-150(a) of the Keenesburg Municipal Code, and has determined that an additional use of substation should be added in order to further and promote development of such use within the Town, which the Board has determined to be beneficial to the Town and its residents; and

WHEREAS, such amendment was reviewed the Keenesburg Planning Commission at a public hearing, and the Planning Commission has forwarded to the Board of Trustees its recommendation that such amendment be adopted; and

WHEREAS, the Board of Trustees has held a duly-noticed public hearing on such amendment, at which hearing evidence and testimony were entered into the record, and finds the amendment should be adopted and the zoning code updated accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KEENESBURG, COLORADO:

Section 1. Section 16-1-70 of the Keenesburg Municipal Code is hereby amended by the addition of a new subsection (65) to read as follows, with the remaining subsections that follow to be renumbered:

Sec. 16-1-70 Basic definitions and interpretations.

- (65) *Substation* means any facility designed to provide switching, voltage transformation, or voltage control required for the transmission of electricity, which includes any incoming or outgoing power lines (and support structures) to accommodate 69,000 volts (69kV) or greater, including temporary storage of equipment, tools, and vehicles used and useful for the construction, maintenance, and operation of facilities owned, operated, and/or under the control of a public utility.

Section 2. Section 16-2-150(b) of the Keenesburg Municipal Code is hereby amended by the addition of a new subsection (14) to read as follows:

Sec. 16-2-150 Heavy Industrial District (HI).

- (b) Uses by right.

(14) Substation.

Section 3. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE ONLY this 20th day of July, 2020.

TOWN OF KEENESBURG, COLORADO

Kenneth Gfeller, Mayor

ATTEST:

Christina Fernandez, Town Clerk

6/25/2020 10:14 AM [kmk] R:\Keenesburg\Ordinances\HI Zone District Add Substation Use by Right.docx

b.

RESOLUTION NO. PC2020-05

**A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE
ADDING SUBSTATION AS A USE BY RIGHT TO THE HEAVY INDUSTRIAL ZONE
DISTRICT.**

WHEREAS, certain amendments to Chapter 16 of the Keenesburg Municipal Code (“KMC”) to add “substation” as a use by right in the Heavy Industrial (HI) zone district have been initiated by the Town pursuant to KMC § 16-3-20 and presented to the Planning Commission in the form of a draft ordinance prepared by the Town Attorney and planning staff; and

WHEREAS, the Planning Commission has reviewed the draft ordinance relative to the goals and policies of the Town’s Comprehensive Plan and evaluated the same according to the criteria and procedures set forth therein, and has held a duly-noticed public hearing on the draft ordinance; and

WHEREAS, following such hearing, at which evidence and testimony were entered into the record, the Planning Commission finds the proposed ordinance should be adopted by the Town Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION
OF THE TOWN OF KEENESBURG, COLORADO:**

Section 1. The Planning Commission hereby recommends the Town Board adopt the proposed ordinance amending Chapter 16 of the Keenesburg Municipal Code to add “substation” as a use by right in the Heavy Industrial (HI) zone district.

INTRODUCED, READ, and ADOPTED this 9th day of July, 2020.

TOWN OF KEENESBURG, COLORADO

John Howell, Chair

ATTEST:

Teri Smith, Secretary

C.

STAFF REPORT

TO: PLANNING COMMISSION
FROM: TODD A. HODGES, PLANNER
SUBJECT: XYZ ENTERPRISES LLC MINOR SUBDIVISION

PC MEETING DATE: JULY 9, 2020

BOARD OF TRUSTEES MEETING DATE: JULY 20, 2020

I. Attachments

1. Minor Subdivision Application items
2. Minor Subdivision map
3. Referral items

II. Project Owners and Representatives:

Owners:

XYZ Enterprises c/o AGPROfessionals
245 Market Street
Keenesburg, CO 80643

Applicant:

XYZ Enterprises c/o AGPROfessionals
3050 67th Avenue
Greeley, CO 80634

Project Representative:

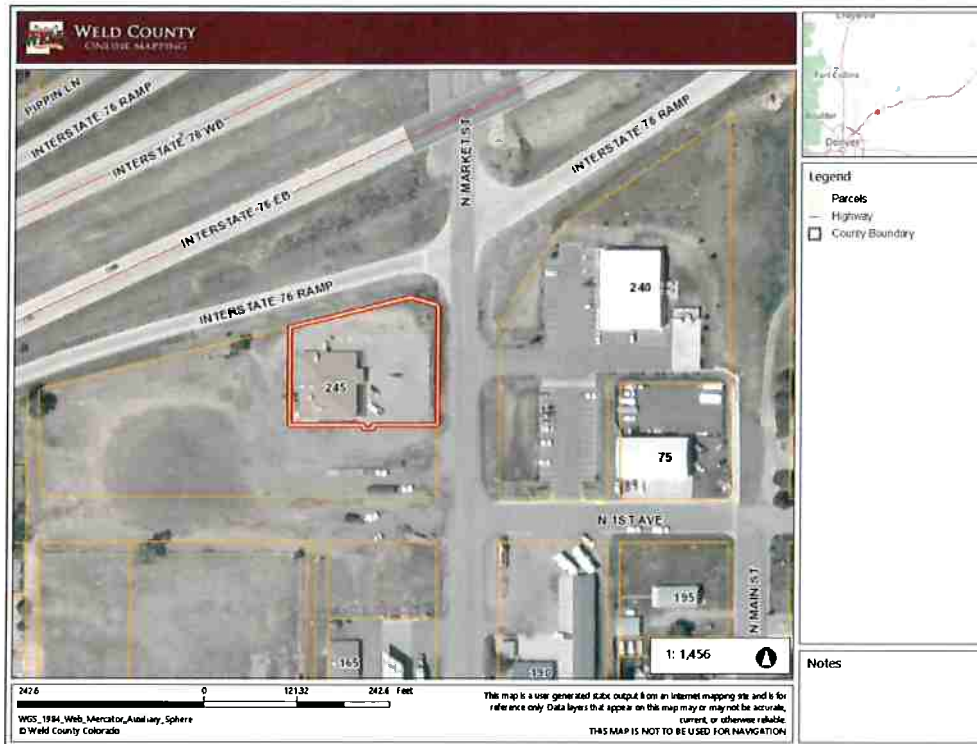
Tim Naylor
245 Market Street
Keenesburg, CO 80643
(970)535-9318

III. Location

The site is located at 245 Market Street, Keenesburg, CO 80643

Legal:

KEE MMS1A L2 MEDITERRANEA MINOR 1ST AMD



III. Project Description

The land use application is for a minor subdivision. Staff is reviewing a site plan concurrently with this submittal. With this application, the applicant is proposing to combine two lots to rectify a lot line that is not consistent with existing and proposed uses. The minor subdivision will result in a single lot that will have an updated site plan through the staff review process. The existing land uses will not be affected by this proposal.

Utilities for the site are provided by:

Gas: Atmos

Electric: United Power

Water: Town of Keenesburg

Sewer: Town of Keenesburg

VIII. Findings/Conclusions

After review of the Comprehensive Plan Municipal Code and referral comments and Planning Commission, staff finds that:

1. The property is currently zoned CH (Highway Commercial) and the proposed minor subdivision is in compliance with the zoning designation and adjacent land uses.
2. The property is designated as mixed use in the 2017 Comprehensive Plan Land Use Map.

The minor subdivision meets the approval criteria in the Town of Keenesburg code 17-8-10:

1. The subdivision is a replat of an approved final subdivision plat, which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location or type of public improvements, easements, arrangement of streets, open space or utilities.

At the time this report was written, there have been no written objections filed with the Town concerning the proposed minor subdivision. Referrals were sent to the list attached to this report. A response was received by the Town Attorney and the comments are addressed in the conditions of approval.

IX. Recommendation

Based upon the findings identified in this report, staff recommends approval of the minor subdivision with the following conditions:

1. Prior to recording the application shall address the comments from the Town Attorney as follows:
 - A. The standard Ownership and Dedication signature block has not been used. The application narrative and plat reflect there are no right-of-way dedications or new easements being created, so this doesn't need to be revised unless the Town has an interest in consistency of plat certification blocks. If the proposed Property Owner signature block will be used in lieu of the standard O&D block, it should be revised as follows:

"XYZ Enterprises, LLC, a Colorado limited liability company, being the sole owner of the property described herein ~~have planned~~ has platted this property

under the name of Second Amended Plat of Meiterranea Minor Subdivision. All conditions. . . .”

- B. The title commitment reflects a deed of trust on the property. Typically a lienholder consent would be required, in order to release dedications and platted easements from the lien. However, if it is indeed the case that this plat will contain no dedications or easements, this does not need to be added.
2. Submit a pdf of the plat for review and approval prior to submitting the required signed mylar.

MINOR SUBDIVISION APPLICATION

Prepared for

XYZ Enterprises LLC

Lots 1 & 2 Mediterranea Minor Subdivision 1st Amendment

Part NW4 Section 26, Township 2 N, Range 64W

By



AGPROfessionals
3050 67th Avenue, Suite 200
Greeley, CO 80634
(970) 535-931



Application Form

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



Minor Subdivision Application

Application Fee: \$500.00

(Plus all developer related review fees incurred by the Town of Keenesburg i.e. legal, engineering, publication, recording fees, etc.)

Name: XYZ Enterprises LLC – c/o AGPROfessionals

Address: 245 N. Market St., Keenesburg, CO 80643

Daytime Phone: (970) 535-9318 – Tim Naylor, AGPROfessionals

Replat Name: Second Amended Plat of Mediterranea Minor Subdivision

Address of Proposed Minor Subdivision: 245 N. Market St., Keenesburg, CO 80643

Legal Description: Lots 1 and 2, First Amended Plat of Mediterranea Minor Subdivision, being a part of the Northwest ¼ of Section 26, Township 2 North, Range 64 West of the 6th P.M., City of Keenesburg, County of Weld, State of Colorado.

A Minor Subdivision must meet one or more of the following requirements: (check all that apply)

- ☒ The subdivision is a replat of an approved final subdivision plat, which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location or type of public improvements, easements, arrangement of streets, open space or utilities;
- ☒ The subdivision is a division of a parcel into not more than two lots; each lot has access to an accepted and maintained public street; the subdivision will not require the dedication of streets, alleys or easements, or the construction of improvements to serve the lots; and each lot will meet the requirements of the Town's zoning regulations without the necessity for a variance and no variance has been granted within the previous three years;
- ☒ The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into no more than two lots and the lots created by the split comply with the applicable requirements of the Town's zoning regulations; or
- ☐ The subdivision is a division of a parcel or lot into not more than two lots, one or both of which are to be conveyed to the Town, or into three lots, at least two of which are to be conveyed to the Town. The approval of any subdivision pursuant to this subsection may be conditioned upon conveyance to the Town of such lots.

Requirement Checklist

 X Pre-application conference.

 Sub divider's Certification that all required improvements are installed, available and adequate to serve each lot of the minor subdivision.

Water, sewer, electrical power, natural gas, telephone, access, etc..

 X One copies of the Final Plat. (mylar after final approval for approval)

 X Completed Application

 X Executed Cost Agreement

 Deposit (Amount determined by administrator during pre application conference)

 Public Hearings will be scheduled by the Town Clerk when the application is determined to be complete.

 The Sub divider will be responsible for notifying all property owners located within three hundred (300) feet of the property in question at least fifteen (15) days prior to the public hearings. (Notice to be provided by the Town Clerk)

 Public Hearing notice posted on property at least ten (10) days prior to the public hearings. (The Posting shall contain the same information as the mailed notice, as provided by the Town Clerk)

 Notarized affidavit stating that notice was mailed, when, with attached list, and that the property was posted with an attached photo.

TOWN OF KEENESBURG
CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS
(Pursuant to C.R.S. § 24-65.5-101 et seq.)

Name of Development Application: XYZ Enterprises, LLC

Applicant's Name: AGPROfessionals

Planning Commission Hearing Date: _____

Town Board Hearing Date: _____

The undersigned applicant, Tim Naylor, pursuant to Colorado Revised Statutes (C.R.S.) § 24-65.5-103(4), hereby certifies that notice of the initial public hearing on the above-referenced development application has been provided by applicant to the mineral estate owner(s) pursuant to C.R.S. § 24-65.5-103(1), as applicable to this development application by either certified mail, return receipt requested, or by a nationally recognized overnight courier. The applicant hereby acknowledges that applicant is responsible for determining whether notice pursuant to C.R.S. § 24-65.5-101, et seq. is required, for giving such notice to the mineral estate owner(s) when required, that the applicant must provide this certification to the Town prior to the Town convening the initial hearing, and that providing this certification to the Town shall be a condition of approval of the above-referenced application.

Further, the applicant hereby certifies that the application for development is

- ☒ not a qualifying surface development as defined by C.R.S. § 24-65.5-102 (5.7); or
☐ the applicant has completed or will complete the Town of Keenesburg Certification with Respect to Qualifying Surface Developments.

Dated this 31 day of July, 2019.

Applicant: AGPROfessionals

By: Tim Naylor

Title: Director of Operations

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss

COUNTY OF Weld)

The above and foregoing signature of Tim Naylor was subscribed and sworn to before me this 31 day of July, 2019.

Jodi L. Reed
Notary Public

State of Colorado

Notary ID 20024037286

My Commission Expires 01/15/2023

My commission expires: 1/15/2023

Jodi L. Reed
Notary Public

Minor Subdivision Application
North Market Street Fuel Station and Convenience Store
XYZ Enterprises, LLC

Property

Owner: XYZ Enterprises, LLC
Parcels: 130526214001 and 130526214002
Legal: Lots 1 and 2, First Amended Plat of Mediterranean Minor Subdivision located in a portion of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M., Keenesburg, Colorado
Address: 245 N. Market St., Keenesburg, CO 80643

Introduction

XYZ Enterprises, LLC is requesting to amend Lots 1 and 2 of the First Amended Plat of the Mediterranean Minor Subdivision to remove the property boundaries of the two lots. Currently, Lot 1 is 1.79 acres and Lot 2 is 0.68 acres. After the proposed Minor Subdivision, a single Lot of approximately 2.47 acres will remain. The Minor Subdivision will allow for a lot line adjustment to better serve the development occurring on the property.

The Keenesburg Minor Subdivision process allows for a lot line adjustment for parcels created through the minor subdivision process. The new 2.47-acre lot will have access to N. 1st Avenue. Improvements to N. 1st Avenue will be completed as part of the Site Plan Review (SPR) being processed concurrently with this Minor Subdivision application. The Minor Subdivision will not require the dedication of streets, alleys or easements, or construction improvements to serve the new lot. As presented in this application, the new lot will meet the requirements of the Town's zoning regulations without the necessity for a variance and no variance has been granted for the subject property in the previous three (3) years. The property is currently zoned Highway Commercial. The proposed SPR will encumber the new 2.47-acre lot.

Adequate Community Facilities

- The property will access N. 1st Avenue which will be developed as part of the SPR.
- Lot size will allow adequate space for the continued operation and proposed operation on the Lot.
- No setback requirements, street designs, fencing, landscaping, common areas or amenities are proposed with this application. These will be included as part of the SPR.
- At the time of development, lighting, parking and storm runoff will be addressed and designed in accordance with the applicable guidelines for the proposed use.
- There will be no noise or odor associated with the lot line adjustment.

- Atmos Energy and United Power will be the service providers for natural gas and electricity. "Will serve" letters are included with the application.
- At the time of this application, municipal water and sewer currently exist at the site.



Authorization

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

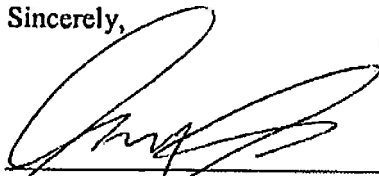
XYZ Enterprises LLC

January 4, 2019

To Whom It May Concern:

XYZ Enterprises, LLC and Mohammed Osmani are contracted with AGPROfessionals to process work related to land use and permit work relating to a Keenesburg Site Plan Review. AGPROfessionals is authorized to represent and request the release of all records necessary on the behalf of XYZ Enterprises, LLC and Mohammed Osmani. We respectfully request that all correspondence be directed to AGPROfessionals.

Sincerely,



Mohammed Osmani

01/9/19

Date



Cost Agreement

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC

COST AGREEMENT

THIS AGREEMENT is made by and between XYZ Enterprises, LLC ("Applicant") and the Town of Keenesburg, Colorado, a Colorado municipal corporation ("Keenesburg" or the "Town").

RECITALS:

A. Applicant and Keenesburg have been discussing Applicant's request concerning certain development activities for certain property located within Keenesburg (the "Property").

B. The parties recognize that Applicant's request will place an extraordinary burden on the resources of Keenesburg, and that this Agreement will facilitate Keenesburg's ability to evaluate and process Applicant's request in a timely fashion, and accordingly, the parties recognize that this Agreement will be mutually beneficial.

C. Keenesburg Municipal Code § 17-1-20 requires the full cost of review of each land use application shall be paid by the Applicant.

D. The parties desire to provide for a method by which Applicant will help offset the burden placed on the resources of Keenesburg by Applicant's request.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the parties do hereby stipulate and agree as follows:

1. **Consultant and Other Costs.** Keenesburg has retained, or will retain, the services of certain consultants, including planners, engineers, and attorneys, to assist it in evaluating Applicant's request and to assist it in negotiations; reviews of maps, plans and other documents; drafting of reports, notices and other documents; consultation, and advice. In addition to these consultant costs, Keenesburg also will incur certain other related costs, including but not limited to legal publication costs and administrative costs.

2. **Funds Deposit.** At the time of execution of this Agreement, Applicant agrees to deposit with the Town the sum of \$ 2500.00, which is equal to the estimated costs for Applicant's land use request. This deposit, and any additional amounts deposited with the Town pursuant to this Agreement, shall be used to pay the costs provided for in Paragraph 1 above as they become due, in accordance with the Funds Deposit Agreement attached hereto and incorporated herein as Exhibit A. If the deposit is depleted prior to the completion of the review, Applicant shall promptly deposit additional monies with the Town in a mutually agreeable amount. The parties understand and agree that the amount deposited with the Town is an estimate of costs only, and that Applicant shall promptly pay the costs provided for in Paragraph 1 through the initial

deposit and additional deposits, if necessary. If such additional monies are not deposited when necessary, suspension or termination of work on the request may result until such time as the additional monies are deposited. Additional funds shall be deposited as necessary to cover outstanding balances prior to the recording of any approved final documents. Additionally, if a negative balance exists at any time and additional funds are not deposited within 15 days after written notice from the Town, then a five percent (5%) penalty shall be added to such balance and such balance shall bear interest at the rate of one and one-half percent per month. If at any time negotiations on the request terminate, then any monies deposited by Applicant and remaining after payment of the costs incurred by Keenesburg shall be refunded to Applicant.

3. **No Acquired Rights.** Applicant agrees that it does not acquire any rights by virtue of the negotiations or work on the matters contemplated herein, until and unless the Town grants any and all approvals required by law. Any and all negotiations and work concerning the Applicant's request concerning the Property shall be final only upon approval by the appropriate actions of the Board of Trustees of the Town of Keenesburg and other governmental entities having jurisdiction, upon the completion of appropriate actions of Applicant, and upon expiration of any applicable time periods required for finality under law.

4. **Miscellaneous.**

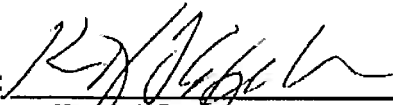
(a) In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs.

(b) This Agreement supersedes all prior negotiations between the parties concerning matters addressed herein.

(c) This Agreement shall not be modified except in writing executed by each of the parties.

This Agreement is executed effective this 24th day of April, 2019.

THE TOWN OF KEENESBURG,
A municipal corporation


By: 
Kenneth L. Gfeller, Mayor

ATTEST:


Toni Johnson, Town Clerk

APPLICANT:

XYZ ENTERPRISES LLC

By: Mohammed Osman 
Title: MEMBER/OWNER

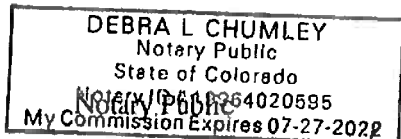
STATE OF COLORADO

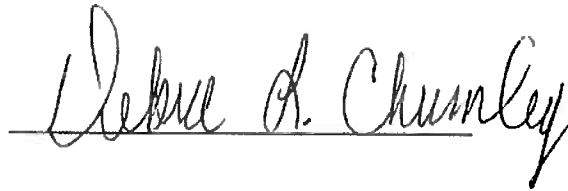
COUNTY OF Weld)

) SS

The above and foregoing signature of Mohammed Osmani was subscribed under oath before me this 14th day of April, 2019.

Witness my hand and official seal.



Debra L. Chumley 

My commission expires 7/27/2022.

EXHIBIT A

FUNDS DEPOSIT AGREEMENT

A. The undersigned Applicant and the Town of Keenesburg hereby deposit with Keenesburg the following, which is to be held and disbursed by Keenesburg subject to the terms and conditions hereof:

Check written upon the account of Applicant, in the amount of \$2500.00, payable to the "Town of Keenesburg," and such additional funds as may be deposited subsequently (all such funds are referred to herein as the "deposited funds").

B. The deposited funds shall be subject to the following instructions:

1. Keenesburg shall place the deposited funds in its bank and shall designate a separate account to segregate such funds, subject to the terms and requirements of these instructions.

2. Upon Keenesburg's receipt of a billing authorized pursuant to the "Cost Agreement" between Applicant and Keenesburg, Keenesburg shall promptly submit a copy thereof to Applicant. Backup documentation for each billing shall be furnished to Applicant upon request. Upon approval of the billing by Applicant, Keenesburg shall disburse moneys, from the deposited funds, in payment of such billing. The Applicant's failure to respond to the billing within 15 days after the date the billing is submitted to the Applicant by the Town shall constitute approval to make the disbursement.

3. Any amounts remaining in the deposited funds following completion or termination of the work shall be returned to the Applicant, and all parties shall be relieved from any further liability with regard to this Agreement.

4. This Agreement may be altered, amended, modified or revoked only in writing signed by all parties hereto. The Town agrees to hold the deposited funds described above under the specific terms and conditions of this Agreement.

5. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

WHEREFORE, this Funds Deposit Agreement is executed effective this 19th day of April, 2019.

APPLICANT:

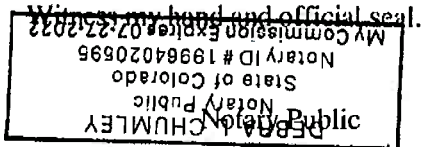
XYE ENTERPRISES LLC

By: Mohammed osmani

Title: MEMBER/OWNER.

STATE OF COLORADO)
COUNTY OF Weld) ss

The above and foregoing signature of Mohammed osmani was subscribed under oath before me this 19th day of April, 2019.



Debra A. Chumley

My commission expires 7/27/2022.

THE TOWN OF KEENESBURG,
A municipal corporation

By: Kenneth L. Gfeller
Kenneth L. Gfeller, Mayor

ATTEST:

Toni Johnson
Toni Johnson, Town Clerk



Title Work

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC

Site Plan Review Application
North Market Street Fuel Station and Convenience Store
XYZ Enterprises, LLC

Legal Description

First Amended Plat of Mediterranean Minor Subdivision being a part of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M., City of Keenesburg, County of Weld, State of Colorado.



State Documentary Fee
Date: December 05, 2018
\$85.00

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on December 5th, 2018 by BARBARA MCMILLAN Grantor(s), of the County of Adams and State of Colorado for the consideration of (\$850,000.00) ***Eight Hundred Fifty Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 16333 E. 48TH AVE UNIT 207, Denver, CO 80238, County of Denver, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

LOTS 1 AND 2, FIRST AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION, CITY OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO

EXCEPTING AND RESERVING UNTO THE PARTY OF THE FIRST PART, "GRANTOR", ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL MINERALS OF WHATSOEVER KIND, IN, UNDER AND UPON OR THAT MIGHT BE PRODUCED FROM THERE HEREIN DESCRIBED LAND

also known by street and number as: 245 N MARKET STREET, KEENESBURG, CO 80643

with all its appurtenances and warrants the title to the same, subject to general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; Inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other NONE


BARBARA MCMILLAN

State of Colorado)

) ss.

County of ADAMS)

The foregoing instrument was acknowledged before me on this day of December 5th, 2018 by BARBARA MCMILLAN

Witness my hand and official seal

My Commission expires: 8/24/21


Notary Public

DEBORAH L. PINKERTON
Notary Public
State of Colorado
Notary ID # 19964013995
My Commission Expires 08-24-2021

When recorded return to: XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY
16333 E. 48TH AVE UNIT 207, Denver, CO 80238



The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission (TD72-B-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

Deed of Trust
(Due on Transfer - Strict)

THIS DEED OF TRUST is made on this day of December 05, 2018, between XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY (Borrower), whose address is 16333 E. 49TH AVE UNIT 207, Denver, CO 80239; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of BARBARA McMILLAN (Lender), whose address is 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 80022

Borrower and Lender covenant and agree as follows:

1. **Property In Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Weld, State of Colorado:

LOTS 1 AND 2, FIRST AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION, CITY OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO

known as No. 245 N MARKET STREET, KEENESBURG, CO 80843, (Property Address), together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:
 - 2.1. The repayment of the indebtedness evidenced by Borrower's note (Note) dated December 05, 2018, in the principal sum of Six Hundred Eighty Thousand and 00/100 Dollars (U.S. \$680,000.00), with interest on the unpaid principal balance from 12/05/2018, until paid, at the rate of 6.0000 percent per annum, with principal and interest payable at 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 80022 or such other place as Lender may designate, in 180 payments of Four Thousand Eight Hundred Seventy Two and 00/100 Dollars (U.S. \$4,872.00), due on the 5TH day of each MONTH beginning January 05, 2020; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on December 05, 2034. Additional terms: INTEREST ONLY PAYMENTS OF \$3,400.00 BEGINNING 1/5/2018; and Borrower is to pay to Lender a late charge of 5.0000% of any payment not received by Lender within 5 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except EXTRA PAYMENTS MUST COINCIDE WITH THE AMORTIZATION SCHEDULE.
 - 2.2. The payment of all other sums, with interest thereon at N/A % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and
 - 2.3. The performance of the covenants and agreements of Borrower herein contained.
3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and subject to
4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.
5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.
6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

Borrower(s)

M0 [Signature]

Lender(s)

BMC

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against said property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

9.3. sums due on any prior lien or encumbrance on the Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note; Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is

Borrower(s)

Lender(s)

authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in § 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower Not Released.** Extension of the time for payment or modification of amortization of sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 (Prior Mortgages and Deeds of Trust; Charges; Liens), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.
If Lender invokes the power of sale, Lender shall give written notice to trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.
Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.
19. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.
Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due.

Borrower(s)

MO [Signature]

Lender(s)

BKX

All rents collected by Lender or the receiver shall be applied first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
22. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
23. **Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to \$80000.00 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 180 of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages. The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.
If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.
Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.
24. **Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
 1. 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
 2. 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undistributed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
 3. 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

Executed by Borrower:

Borrower(s) 

Lender(s) 

XYZ ENTERPRISES LLC, A COLORADO LIMITED
LIABILITY COMPANY

By: 
DIDAR QASEMI MEMBER

By: 
FATIMA QASEMI MEMBER

By: 
MOHAMMED OSMANI MEMBER

State of Colorado

County of ADAMS

The foregoing instrument was acknowledged before me on this day of December 5th, 2018 by DIDAR QASEMI, FATIMA QASEMI AND MOHAMMED OSMANI, MEMBERS OF XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires:

8/21/21


Notary Public

DEBORAH L. PINKERTON
Notary Public
State of Colorado
Notary ID #10964013995
My Commission Expires 08-24-2021

Borrower(s)  

Lender(s) 



LAND TITLE GUARANTEE COMPANY

Date: July 26, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 245 N MARKET STREET, KEENESBURG, CO 80643.

If you have any inquiries or require further assistance, please contact Land Title Customer Care Team at (970) 282-3649 or customercare@ltgc.com

Chain of Title Documents:

[Weld county recorded 12/06/2018 under reception no. 4451686](#)

Plat Map(s):

[Weld county recorded 10/08/2002 under reception no. 2994183](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records": those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

AGPROFESSIONALS
LLC

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

July 22, 2019 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A Fee Simple

3. The Land referred to in this Binder is described as follows:

LOTS 1 AND 2, FIRST AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION, CITY OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO

4. The following documents affect the land:

1. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JANUARY 27, 1988 AT RECEPTION NO. 2129209.
2. TERMS, CONDITIONS AND PROVISIONS OF EASEMENTS AND AGREEMENTS IN DEED RECORDED DECEMBER 03, 1999 AT RECEPTION NO. 2736629.
3. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MEDITERRANEA MINOR SUBDIVISION RECORDED AUGUST 23, 2000 UNDER RECEPTION NO. 2789179 AND AMENDED OCTOBER 8, 2002 AT RECEPTION NO. 2994183.
4. TERMS, CONDITIONS AND PROVISIONS OF ORDER RECORDED SEPTEMBER 11, 2018 AT RECEPTION

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

NO. 4429827.

5. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED DECEMBER 06, 2018, UNDER RECEPTION NO. 4451686, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
6. DEED OF TRUST DATED DECEMBER 05, 2018, FROM XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF WELD COUNTY, COLORADO FOR THE USE OF BARBARA MCMILLAN TO SECURE THE SUM OF \$680,000.00 RECORDED DECEMBER 06, 2018, UNDER RECEPTION NO. 4451687.
7. OIL AND GAS LEASE RECORDED MARCH 27, 2017 UNDER RECEPTION NO. 4288719 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

8. EXISTING LEASES OR TENANCIES, IF ANY.



Utilities

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



05/8/2019

Kelsey Bruxvoort
AGPRO
3050 67th Avenue, Suite 200
Greeley, Colorado 80634

RE: Availability of Natural Gas or "Will Serve" notification regarding proposed project
Keenesburg C-Store 245 N. Market St. in the Town of Keenesburg, County of Weld, and State of
Colorado.

Dear Ms. Bruxvoort:

Atmos Energy Corporation is willing and able to construct the necessary natural gas distribution infrastructure to serve the proposed/planned property known as Keenesburg C-Store 245 N. Market St., in the Town of Keenesburg. The cost to extend or construct the natural gas line infrastructure, including individual lot service lines, are borne by the developer/owner requesting the extension of the natural gas line infrastructure. The developer/owner requesting natural gas service, including requests for new developments, of such a size and magnitude as to effect the integrity and reliability of the natural gas distribution system without additional reinforcement shall be responsible for the reinforcement costs and said costs will be included as part of the overall Main Extension and Service Line cost.

The developer/owner will be responsible for providing utility easements necessary for the installation of the natural gas infrastructure if not already provided in the utility easement within the road right of way. At the time of installation, the utility easements for the natural gas main extension and/or service line(s) shall be to final grade with clear access to the easements and all property pins should be visible and clearly marked. If necessary all sleeves for road crossings shall be installed prior to the installation of the natural gas main extension as per specifications provided by Atmos Energy Corporation.

The construction and installation of all natural gas infrastructures will adhere to Atmos Energy Corporation specifications and Tariff on file with the Colorado Public Utility Commission and are subject to State and Federal Regulatory and Pipeline Safety oversight.

If you have any questions, please telephone Ali Paine at 970-304-2080.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ali Paine", with a stylized flourish at the end.

Ali Paine
Sales Representative
Atmos Energy Corporation

Atmos Energy Corporation
Customer Service
Toll free 1-888-286-6700
atmosenergy.com



Your Touchstone Energy® Cooperative 

May 16, 2019

XYZ Enterprises. LLC
Keenesburg C-Store
245 N. Market St.
Keenesburg, CO 80643

Dear Kelsey:

United Power is the provider of electric service in the area to the proposed potential C-Store and fueling station, located at 245 N. Market Street in Keenesburg, Colorado. There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested.

We look forward to this opportunity to provide electric service. If you have any questions, please give me a call at 303-637-1272.

Sincerely,



Micheal Hess
Senior Project Manager of the East District

:



Utilities

Town of Keenesburg Minor Subdivision Application

Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



05/8/2019

Kelsey Bruxvoort
AGPRO
3050 67th Avenue, Suite 200
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Micheal Hess
Senior Project Manager of the East District

:

SECOND AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION
BEING A PART OF THE NW1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST, OF THE 6TH P.M.,
CITY OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION:

LOTS 1 AND 2, OF FIRST AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION, CITY OF KEENESBURG,
COUNTY OF WELD, STATE OF COLORADO.

PLANNING AND ZONING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____

COMMISSION PLANNING AND ZONING COMMISSION

SURVEYOR'S CERTIFICATE

I, GARY W. HAMMER, CERTIFY THIS MINOR SUBDIVISION ACCURATELY REPRESENTS THE RESULTS
OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY
CONFORMS TO ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF
COLORADO AND THE PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

GARY W. HAMMER, P.E.S. _____ DATE _____
COLORADO REGISTRATION # 24307

TOWN BOARD APPROVAL

I DO HEREBY CERTIFY THAT THE MINOR SUBDIVISION WAS APPROVED ON THIS _____ DAY OF _____, 20____, AND
THAT THE MAJOR OF THE TOWN OF KEENESBURG, ON BEHALF OF THE TOWN OF
KEENESBURG, HAS REVIEWED THE PLAT AND HAS ENDORSED IT FOR ALL PURPOSES INDICATED HEREON.

TOWN CLERK

PROPERTY OWNER
STATE OF COLORADO, LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY
DESCRIBED HEREIN, HAS REVIEWED THE PLAT AND HAS ENDORSED IT FOR ALL PURPOSES
INDICATED HEREON.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

FOR THE STATE OF COLORADO

NOTARY PUBLIC

STATE OF COLORADO

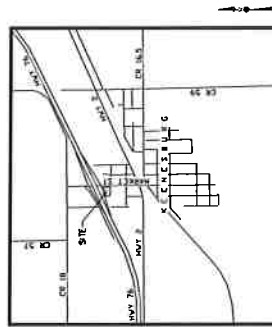
COUNTY OF WELD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

IN COMMISSION EXPIRES _____

NOTARY PUBLIC

ADDRESS OF HOME _____



VICINITY MAP 1" = 2000'

SUBDIVISION NOTES

1. BASIS OF BEARING: SOUTH LINE OF FIRST STREET OF THE FIRST AMENDED PLAT OF MEDITERRANEA
MINOR SUBDIVISION BEARING OF N 89°58'30" E BETWEEN THE PROPERTY CORNERS SHOWN ON THIS
PLAT.

2. ALL DISTANCE MEASUREMENTS SHOWN ARE IN U.S. SURVEY FEET.

3. FOR EASEMENTS AND RIGHTS OF WAY HAMMER LAND SURVEYING RELEASING ON TITLE COMMITMENT
PCC2518182-1 AND TITLE GUARANTEE COMPANY DATED NOVEMBER 07, 2018 AT 3:00 P.M. POLICY NO
PCC2518182-1.

NOTED TO COLORADO AND NOTARY PUBLICS: ANY LEGAL ACTION, WRIT, APPEAL, OR OTHER
ACTION IN THE STATE OF COLORADO MUST BE FILED WITHIN THE FIRST 90 DAYS AFTER THE DATE OF
RECORDING OF THIS INSTRUMENT. IF THE INSTRUMENT IS FILED AFTER THE 90 DAY PERIOD, THE
DATE OF COMPLETION SHALL BE THE DATE OF RECORDING.

CLIENT: AGPROFESSIONALS
3050 67TH AVE. SUITE 200
GREELEY, CO 80634

HAMMER LAND SURVEYING, INC.
3050 67TH AVENUE, SUITE 200
GREELEY, CO 80634
PH: 970-535-9318

SECOND AMENDED PLAT OF
MEDITERRANEA MINOR SUBDIVISION
SECTION 26, TOWNSHIP 2 NORTH,
RANGE 64 WEST, 6TH P.M.

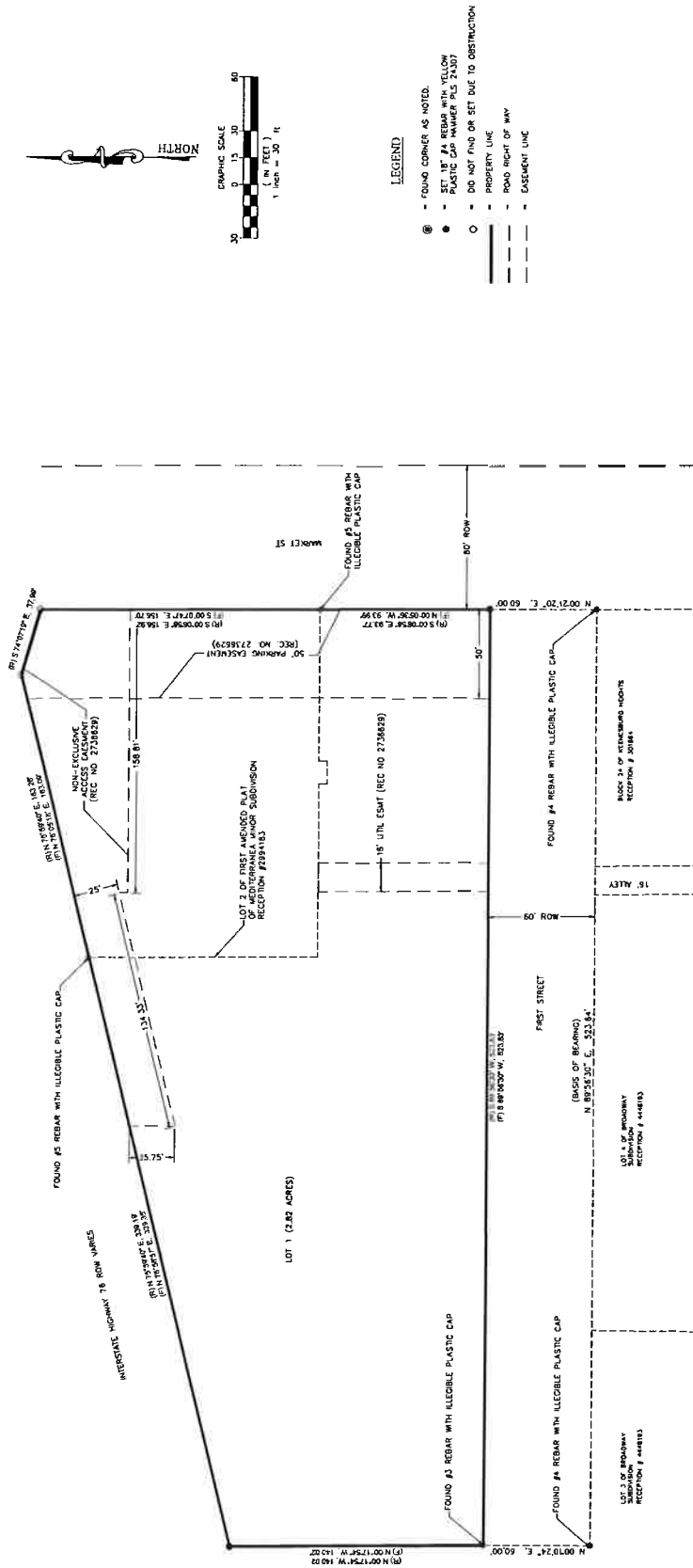
SECTION 26, TOWNSHIP 2 NORTH
RANGE 64 WEST, 6TH P.M.
JOB#2459-01
07/2019
SHEET 1 OF 2

SECOND AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION

BEING A PART OF THE NW1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST, OF THE 6TH P.M.,

CITY OF KEENESBURG. COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2



LEGEND

- ⊗ = FOUND CORNER AS NOTED.
- = SET 18" #4 REBAR WITH YELLOW PLASTIC CAP HAMMER PLUS 24307
- = DO NOT FIND OR SET DUE TO OBSTRUCTION
- = PROPERTY LINE
- = ROAD RIGHT OF WAY
- = EASEMENT LINE

NOTICE
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT
IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT
MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE
DATE OF CERTIFICATION SHOWN HEREON.

CLIENT: AGPROFESSIONALS
3050 67TH AVE. SUITE 200
GREELEY, CO 80634

HAMMER LAND SURVEYING, INC.
3050 67TH AVENUE, SUITE 200
GREELEY, CO 80634
PH: 970-535-9318

SECOND AMENDED PLAT OF
MEDITERRANEA MINOR SUBDIVISION
SECTION 28, TOWNSHIP 2 NORTH,
RANGE 64 WEST, 6TH P.M.

07/2019

SECTION 26, TOWNSHIP 2 NORTH
RANGE 64 WEST, 6TH P.M.

JOB#2459-01
SHEET 2 OF 2

KEENESBURG PLANNING DEPARTMENT

DEVELOPMENT REVIEW REFERRAL

FROM: TODD HODGES, TOWN PLANNER

DATE: MAY 14, 2020

PROJECT: XYZ Site plan and Minor Subdivision

INTERNAL DISTRIBUTION:

<input checked="" type="checkbox"/> City Engineer	<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk
<input checked="" type="checkbox"/> Public Works Manager	<input type="checkbox"/> Building Inspector	

OUTSIDE DISTRIBUTION:

<input checked="" type="checkbox"/> SE Weld Fire Protection District	<input type="checkbox"/> Weld County Department of Planning Services
<input checked="" type="checkbox"/> CDOT	<input type="checkbox"/> Army Corp of Engineers
<input checked="" type="checkbox"/> Atmos Energy	<input type="checkbox"/> Postmaster
<input checked="" type="checkbox"/> United Power	<input type="checkbox"/> Colorado Department of Natural Resources
<input type="checkbox"/> Colorado Division of Wildlife	<input type="checkbox"/> Weld County Public Works
<input checked="" type="checkbox"/> Weld County School District RE-3	<input checked="" type="checkbox"/> Century Link
<input type="checkbox"/> Division of Water Resources	<input type="checkbox"/> Town of Hudson

If you have comments, please respond by: June 4, 2020

Comments may be emailed to toddhodgesdesign@qwestoffice.net or mailed to the address below. A non-response to this referral may be considered a favorable response.

COMMENTS:

THDLLC

From: Kathleen Kelly <kathleen@kellypc.com>
Sent: Thursday, June 25, 2020 2:11 PM
To: Debra Chumley
Cc: Teri Smith (townofkeene@rtebb.net); Christina Fernandez (tokclerk@rtebb.net); Todd Hodges; Kent Bruxvoort (kent.bruxvoort@pec1.com)
Subject: Osmani (XYZ) Minor Plat -- Draft Planning Commission Resolution
Attachments: Osmani (XYZ) Minor Plat PC res.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, Debbie:

Attached for the July 9th Planning Commission meeting is a draft resolution approving with conditions the Second Amended Plat of Mediterranean Minor Subdivision for the Osmani C Store. I have also reviewed the application materials and have a few comments and one revision to the plat:

- The standard Ownership and Dedication signature block has not been used. The application narrative and plat reflect there are no right-of-way dedications or new easements being created, so this doesn't need to be revised unless the Town has an interest in consistency of plat certification blocks. If the proposed Property Owner signature block will be used in lieu of the standard O&D block, it should be revised as follows:

"XYZ Enterprises, LLC, a Colorado limited liability company, being the sole owner of the property described herein ~~have planned~~ has platted this property under the name of Second Amended Plat of Mediterranean Minor Subdivision. All conditions. . ."

- The title commitment reflects a deed of trust on the property. Typically a lienholder consent would be required, in order to release dedications and platted easements from the lien. However, if it is indeed the case that this plat will contain no dedications or easements, this does not need to be added.

Todd can add any additional conditions to the resolution, or I'm happy to update the resolution once he has completed his staff report.

Let me know if you have any questions. Thanks!

Kathleen M. Kelly
Kelly PC
999 18th Street, Suite 1450
Denver, CO 80202
P: (303) 298-1601 x215
F: (303) 298-1627



***** CONFIDENTIALITY NOTICE *****

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d.

RESOLUTION NO. PC2020-06

A RESOLUTION RECOMMENDING APPROVAL OF A SECOND AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Keenesburg a request for approval of a Second Amended Plat of Mediterranean Minor Subdivision; and

WHEREAS, all materials related to the application have been reviewed by Town Staff and found with conditions to be in compliance with Town of Keenesburg subdivision and zoning ordinances and related Town ordinances, regulations, and policies; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds the plat to be in compliance with Town of Keenesburg subdivision and zoning ordinances and related Town ordinances, regulations, and policies and should therefore be approved, subject to those conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF KEENESBURG, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed Second Amended Plat of Mediterranean Minor Subdivision, subject to the following conditions:

1. Prior to recording the plat address revise the plat to address comments of the Town Attorney as follow:
 - A. The standard Ownership and Dedication signature block has not been used. The application narrative and plat reflect there are no right-of-way dedications or new easements being created, so this doesn't need to be revised unless the Town has an interest in consistency of plat certification blocks. If the proposed Property Owner signature block will be used in lieu of the standard O&D block, it should be revised as follows:

"XYZ Enterprises, LLC, a Colorado limited liability company, being the sole owner of the property described herein ~~have planned~~ has platted this property under the name of Second Amended Plat of Mediterranean Minor Subdivision. All conditions. . . ."
 - B. The title commitment reflects a deed of trust on the property. Typically a lienholder consent would be required, in order to release dedications and platted easements from the lien. However, if it is indeed the case that this plat will contain no dedications or easements, this does not need to be added

2. Submit a pdf of the plat for review and approval prior to submitting the required signed mylar.

PASSED AND ADOPTED this 9th day of July, 2020.

John Howell, Chair

ATTEST:

Teri Smith, Secretary

6/25/2020 1:54 PM [kmk] R:\Keenesburg\Subdivision\Osmani (XYZ)\Osmani (XYZ) Minor Plat PC res.docx