



TOWN OF KEENESBURG
PLANNING COMMISSION MEETING AGENDA
THURSDAY, JULY 9, 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. Approval of Minutes for May 7, 2020
6. New Business
 - a. Public Hearing: Market Street Business Park Amended Final Plan
 - b. RESOLUTION PC 2020-07 A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLAT FOR THE MARKET STREET BUSINESS CENTER SUBDIVISION
7. Old Business
8. Board Comments / Reports
9. Adjournment



**TOWN OF KEENESBURG
PLANNING COMMISSION MEETING MINUTES
THURSDAY, MAY 7, 2020, 6:00 P.M.
HELD AT TOWN HALL AT
140 S. MAIN ST., KEENESBURG, CO 80643
AND
HELD ELECTRONICALLY at
<https://global.gotomeeting.com/join/508455013>**

Call to order

The Planning Commission of the Town of Keenesburg met in a regular session, Thursday, May 7, 2020, and electronically at <https://global.gotomeeting.com>. Chair Howell called the meeting to order at 6:02 p.m.

Pledge of allegiance

Roll Call

Members Present: Chair John Howell; Commissioners Greening, Wafel, Gfeller and Finkenbinder.

Others Present: Town Manager, Debra Chumley; Town Planner, Todd Hodges; Town Attorney, Kathleen Kelly; and Planning Staff, Teri Smith.

Public Comments

None

Approval of Minutes for April 16, 2020

Commissioner Wafel makes a motion to approve minutes for April 16, 2020 with a second by Commissioner Gfeller. Motion carried 5-0; roll call: Chair Howell, Commissioners Greening, Wafel, Gfeller, and Finkenbinder voting yes.

New Business

**A. Public Hearing: Rattler Ridge Annexatons 1-6 Zoning to
HI (Heavy Industrial)**

Chair Howell opened the public hearing at 6:05 p.m. and read from the script and gave instructions and procedures regarding the public hearing. Chair asks for notice of publication: Debra provided notification dates; publication on April 15, 22, 29 and May 6, 2020; Mailing on April 21, 2020; and Sign posting, April 24, 2020. Chair Howell asks from the Planning Commission if there are any

disclosures; no disclosures. Chair Howell asks for the applicant to approach and present the application. John Vazquez, 103 Rock Bridge Ct., Windsor, CO 80550 is sworn in and presents background of the composting operations owned by the Wilson's whom currently operate a solid waste disposal site, are fully compliant with all of the development standards and has never had a citation or a violation with Weld County. John further explains that the Wilson's are proposing to bring this operation into the Town of Keenesburg for several reasons, composting operations is a part of their overall vision and second is their vision is to develop an industrial park or complex. John further explains that there have been conversations with the Town Staff in maybe bringing in infrastructure and the proposed green energy project and hoping to work with the Town to bring water and sewer and hopefully create an opportunity for the Town to grow. Chair Howell asks for the Town Planner to present the Staff Report. Todd Hodges presents the site is located at 12002 WCR 59 & County Rd. 51 in Weld County, CO and application is for annexations 1-6. The project is proposing to rezone the property from AG to Heavy Industrial and is currently operated by A1 Organics. A land use case will be processed and heard separately from this annexation and zoning request. After review of the Comprehensive Plan, Municipal Code and referral comments staff finds that this property is within the Growth Management Area and is anticipated to be annexed in the future and is designated as industrial use. Adjacent property owners were notified. Recommends approval of Rattler Ridge with the conditions set forth in Staff Report. Discussions on that this public hearing is for zoning only. Kathleen Kelly explains that the public hearing is a recommendation for the initial zoning and The Board of Trustees has the decision to make regarding the annexation. Chair Howell opens the public comment portion of the hearing asking if there is anyone wanting to speak on this matter, he further explains he has a list of 5 individuals that would like to do so. Art Guttersen at 17506 CR 57, Kersey, CO 80644 being sworn in and testifies that his ranch basically surrounds A1's complex and has ranched in Weld County for over four generations. Art states he has tried to be a good neighbor but since A1 began operating 20 years ago, he has had problems on his property such as foul odor, trash, flies and ground water contamination and has never had a satisfactory response to the problems. He opposes this annexation into town. Craig Rasmuson of 3050 W. 67th Ave., Ste. #100, Greeley, CO 80632 is sworn in and discusses that he has worked for Guttersen Ranch the past 2-3 years and prior worked 15 years in the oil and gas business and this is how he came to know the Guttersen Ranch and family. Craig discusses the impacts and the frustrations they have encountered and that the issues have not been rectified. He further comments on the impacts and the nuances to build a very complex, technical operation that requires significant ongoing monitoring and states his concern that if the property is annexed into the Town of Keenesburg, the monitoring and enforcement of the current operation will over burden the town and its resources. Shawn Guttersen, of 433 Soscol Ave., Ste A100, Napa, CA 94559 is sworn in and gives brief background of his years of being in solid waste and recycling in the composting industry over the past 30 years. He became a part of this project back in 2006 when A1 Organics applied to expand with the Weld County. Shawn further explains the he and Art wrote

letter at that time explaining concerns of the odor, trash, flies, and ground contamination and that their children did not want to even play outside because the smell was so bad. Further discussion on working with Bob Yost and Jeff Wilson with A1, however they can no longer look at the trash over all of the pastures, stay in the house or in the vehicle because of the stench in the air and flies. Carolynne White, 410 17th St., Ste. 2200, Denver, CO 80202 is sworn in explains that she is counsel for the Gutteresen Ranch and discusses that the Gutteresen's strongly oppose the proposed zoning and annexations for numerous reasons such as the nuisance like behaviors that impact the Gutteresen's enjoyment of the property such as fly populations, foul odors, trash blowing and ground water contaminations. Carolynne further explains that the Gutteresen's are concerned that the proposed annexations would exacerbate these problems along with this being a highly complex facility and how the Town of Keenesburg would handle any regulatory burdens and enforcement of these issues. Dave Stewart, 748 Whalers Way, Ste. 210, Ft. Collins, CO 80527 is sworn in and presents his background with the Gutteresen Ranch which hired him to do some work on environmental issues associated with A1 Organics in which he found extensive odor, fly and trash issues and ground water issues. He further comments that the issue before the Planning Commission is that the Plasma operation is significantly more complicated and has tremendous issues associated with water, air quality, waste-water discharge and fire protection. Dave further explains that he has a PHD in Environmental Engineering from CSU, a professor with Colorado School of Mines and has own consulting firm and feels that before annexing this property the Town needs to really understand exactly what the impact will be both environmentally and physically. Chair Howell asks for further comments from applicant. John Vazquez speaks again to explain that A1 was selected as the Gold Level Partner in the Colorado Environment Leadership program, selected as the United States Compost Counsel of the year, CDHPE primary stake holder on solid waste initiatives, selected by Colorado Association of Recycling for their lifetime achievement award recipients and serve on US composting counsel Board of Directors Executive Committee member. Further comments that this is a highly complicated and sophisticated program that they are proposing but have some of the best minds and consulting firms in the nation, of not it the world working on this project. John's conversations with Weld County is there are no actual citations or violations on file. Chair Howell asks for further questions from Town Staff. None. Discussion on why the zoning was not changed by Weld County prior to this being presented. Kathleen Kelley answers that this is an initial zoning and not a re-zoning. Discussion from Shawn Gutteresen with regards who will in the event that the annexation is approved, will follow through with the corrective action of the contaminated ground water, will it fall to the Town, the County or the State. Kathleen Kelley states that her understanding of the matter is that mediation will be done with the State Regulatory Agency. John Vazquez further adds CDHPE and the Division of Ground Water Quality will be addressing the ground water issue. All necessary permits are in process of being procured. The State is the ultimate entity that would be the enforcement and Town of Keenesburg is the issuer of the Certificate of Designation. Discussions from Planning Commission on what it will take as a

Town to maintain it and to keep them compliant. Debra comments that the Town of Keenesburg will be responsible for enforcing the municipal code. John Vasquez further adds that they do have USR application to be reviewed prior to Town of Board Meeting and should the Board not approve they will go back to the county for the USR, which is not their desire. The county board of commissioners has the authority to revoke any USR based off the violations of the development. Al would do the same with the Town should this be approved. The State is going to enforce the engineering, design and operations plan and takes the burden from the Town. Further discussions from the Planning Commission on do we plan on expanding staff in order take complaints, if we will have an USR and an annexation and why this is not a use by right instead of an USR. Debra comments that the Town has the ability to utilize consultants if needed, and that we will have an USR and an annexation and that this is listed as Use by Right in our code. Chair Howell closes the Public Comment portion of the Public Hearing. Chair reads from the script and asks for any objection to the inclusion of items presented; no objections. None. Chair asks for questions from the Planning Commission. Discussion regarding the impression that the Planning Commission is in approval of it. Debra states that the area that they are requesting to be zoned Heavy Industrial has been designated in our comprehensive plan, therefore, the plan does support the zoning of Heavy Industrial and that this is the name of the annexation and the land we proposing to zone. John Vazquez states that he understands concerns but there has been no official violations or court documents and there is nothing to corroborate the claims. Discussions regarding the issues that have been presented be potentially vetted out in the Town Board Public Hearing. Kathleen Kelley explains that the Planning Commission has options in continuing the Public Hearing for initial zoning but would be after the Town Board Meeting on May 18, 2020. Dave Stewart asks to speak again after the closing of the public comment portion of the hearing. Chair Howell allows him to do so. Dave explains that the State of Colorado has an order regarding ground water contamination so, as to say no violations, is not an accurate statement and need to be aware of. John Vazquez states that there are ongoing negotiations and does require technical review. Chair Howell asks for questions. None. Chair closes the public hearing at 7:22 p.m.

**B. RESOLUTION NO. PC2020-04 A Resolution
Recommending approval of an initial zoning request for
property to be annexed to the Town of Keenesburg known
as the Rattler Ridge Annexation No. 1-6 to the Town of
Keenesburg**

Discussions regarding continuation of this Public Hearing to June 4, 2020. Commissioner Greening makes a motion to approve Resolution PC2020-04 A Resolution recommending approval of an initial zoning request for property to be annexed to the Town of Keenesburg known as the Rattler Ridge Annexations No. 1-6 to the Town of Keenesburg with a second by Commissioner Wafel. Motion carried 5-0; Chair Howell, Commissioners Greening, Wafel, Gfeller and Finkenbinder voting yes.

Old Business

**C. Proposed ORDINANCE 2020-07 for review and consideration of
the board**

Debra states that this a draft ordinance relating to language as it relates to parking. It has been considered and tabled and has not yet been adopted as the Town Board has some concerns about the design standards and time to review them. Discussion on parking areas. Deb states this is for front yards only and will ask Nick to change some verbiage on parking.

Board Comments / Reports

None

Adjournment

Motion was made by Commissioner Wafel to adjourn the meeting at 7:43 p.m., with a second by Commissioner Greening. Motion carried 5-0; roll call; Chair Howell, Commissioners Greening, Wafel, Gfeller and Finkenbinder, voting yes.

ATTEST:

John Howell
Chairperson

Teri Smith
Planning Staff

STAFF REPORT

TO: PLANNING COMMISSION

FROM: TODD A. HODGES, PLANNER

SUBJECT: MARKET STREET BUSINESS PARK SUBDIVISION FINAL PLAT

PC MEETING DATE: JULY 9, 2020

BOARD OF TRUSTEES MEETING DATE: JULY 20, 2020

I. Attachments

1. Application submittal items
2. Final Plat
3. Referral items

II. Project Owners and Representatives:

Owners:

Keen Land Holdings, LLC
8537 CR 51
Keenesburg, CO 80643

Applicant:

Richard L. Robertson & Chris Bailey
8537 CR 51
Keenesburg, CO 80634
(303)961-0031/(303)961-9216
pri.rickrobertson@gmail.com/chrisb@keeneconcrete.com

Project Representative:

Richard L. Robertson & Chris Bailey
8537 CR 51
Keenesburg, CO 80634
(303)961-0031/(303)961-9216
pri.rickrobertson@gmail.com/chrisb@keeneconcrete.com

III. Location

The site is located at 800 North Market Street, Keenesburg, CO 80643

Legal:

KEE 8691-A PT NW4 26 2 64 BEG ON WLY LN TRACT 2 FROM WHICH PT NW COR BEARS N52D37'W 1677.4' N0D45'W 1030' TO N LN E510' M/L TO W LN MKT ST S0D15'E 595' M/L S89D44'W 30' S0D15'E 74.8' S33D45'W 81.6' S56D48'W 511.6' TO POB EXC PT DEEDED FOR STREET REC #1585727



III. Project Description

The land use application is for a subdivision final plat for the Market street business park. With the final subdivision the applicant is wanting to divide the 10.38 AC parcel into 5 lots. Each of these lots is roughly 1AC in size. The parcel is zoned CH (Highway Commercial) and the proposed uses are in compliance with the zoning designation.

This submittal is an amendment to the prior approved final plat. The proposed changes are an additional lot and general lot layout. Attached is the prior approved Final Plat for reference.

Screened fencing and a landscape buffer will be provided along the western edge of the development. The screening was a condition of the prior final plat to buffer the proposed subdivision from the adjacent neighborhood. Future proposed land uses will be required to submit a pre-application meeting request and go through the appropriate land use process prior to development of each lot.

Utilities for the site are provided by:

Gas: Atmos

Electric: United Power

Water: Town of Keenesburg. Significant water improvements, including water main along Veteran's Drive will be constructed with this project.

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 uses are 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.
3. The subdivision final plat meets the Town of Keenesburg Code 17-4-20.

At the time this report was written, there have been no written objections filed with the Town concerning the proposed amended final plat. Referrals were sent to the list attached to this report. Referrals were received from the Town Engineer, Town Attorney, CDOT, and the SE Weld Fire Protection District. The referral comments are attached to this report and are addressed in the conditions of approval.

IX. Recommendation

Based upon the findings identified in this report, staff recommends approval of the Market Street amended final plat with the following conditions:

1. Prior to recording the plat the applicant shall address the Town Attorney's comments as follows:

Provide a current title commitment, and revise the plat to include a lienholder consent if determined necessary by the Town.
2. A pdf of the final plat shall be sent to staff for review and approval prior to submitting the signed mylar.
3. Prior to finalizing the subdivision improvements agreement the applicant shall adequately address any redlines provided by the Town Engineer for construction documents.

140 South Main Street
PO Box 312
Keenesburg, CO 80643



Phone: 303.732.4281
Fax: 303.732.0599
townofkeene@rtebb.net

TOWN OF KEENESBURG

Final 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.)

Applicant Name Richard I. Robertson, Chris Bailey
Address 8537 CR 51, Keenesburg, Co 80643/ 30307 CR 8, Keenesburg CO, 80643
Mailing Address 8537 CR 51 Keenesburg CO 80643
Daytime Phone 303-961-0031 / 303-961-9216
Email pri.rickrobertson@gmail.com / chrisb@keeneconcrete.com
Subdivision Name MARKET STREET BUSINESS PARK
General Location of Proposed Subdivision 800 North Market Street, Keenesburg CO, 80643
Legal Description Attached Exhibit A

Is the Applicant the Owner of the Property? ☒ Yes ☐ No

Owner Name (if not applicant) Keene Land Holdings LLC
Owner Address 8537 County Road 51, Keenesburg, CO 80643
Owner Mailing Address 8537 County Road 51, Keenesburg, CO 80643
Owner's Phone 303-961-0031/ 303-961-9216
Owner's email pri.rickrobertson@gmail.com / chrisb@keeneconcrete.com

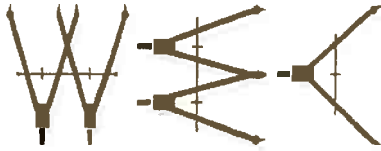
I agree to follow all procedures and requirements contained in the Preliminary Subdivision Plan

Applicant Signature  Richard I Robertson

Date May/20/2020

Owner Signature  Chris Bailey

Date May/20/2020



WESTERN ENGINEERING CONSULTANTS,

127 S. Denver Avenue, Ft. Lupton CO 80621
2501 Mill St. Brush, CO 80723
Ph. 303-913-7341, Fax 720-294-1330
Email: firstname.lastname@westerneci.com

Inc LLC

May 21, 2020

Town of Keenesburg
140 S. Main St
Keenesburg, CO 80643

RE: MARKET STREET BUSINESS PARK DEVELOPMENT FINAL PLAT SUBMITTAL

Dear Town Staff,

Please find the attached Land Use Application and supporting documents for the Market Street Business Park Subdivision Development Final Plat submittal.

This letter is intended to serve as the Project narrative (Final Plat Checklist Item #3). The project theme is as presented in 2019, only with 5 lots instead of 4 lots based on market demand.

General Information and Brief Project Description:

The theme of the Market Street Business Park is to provide a Highway Commercial Zoned Business Park. Currently 5 lots are proposed.

Currently 10.38 acres are proposed to be developed into 5 business park lots. After WCR 18 and Veterans Drive right of way dedications and Tracts A, B, and C dedications the net developable area is approximately 7.58 acres.

The current Zoning within the Town of Keenesburg is Commercial Highway (CH). No change in zoning is proposed.

Single family residences lie to the west across the 2007 vacated alley. WCR 18 lies to the north (Ag zoning north of it), Market Street to the east (CH east of it), and Pippen Lane to the south (CDOT I 76 south of Pippen).

Owner	Keene Land Holdings, LLC 8537 CR 51 Keenesburg, CO 80643
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Civil Engineer:	Western Engineering Consultants 127 South Denver Avenue Ft Lupton, Colorado 80643 303-913-7341 Chadwin Cox PE
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Land Surveyor: American West Land Surveyors
331 South 4th Avenue
Brighton, Colorado 80601
303-659-1532
Curtis Hoos PLS

Traffic Engineer: LSC Transportation Consultants
1889 York Street
Denver, CO 80206
303-333-1105
Christopher S. McGranahan, PE

Geotechnical Engineer: InTEC
4501 Wadsworth Blvd.
Wheatridge, CO 800033
303-463-9317
Douglas D. House, PE

Electrical Engineer: To Be Determined

Drainage Engineer: Western Engineering
127 S. Denver Avenue
Ft. Lupton, Colorado 80643
303-913-7341
Chadwin Cox PE

Location of Site: 800 North Market Street,
Keenesburg, CO 80643

Total Site Area: **10.39 Acres (452,309 sf)**
ROW to be dedicated: **1.51 Acres (65,946 sf)**
Tracts to be dedicated: **1.29 Acres (56,208)**
Total Net Lot Area: **7.58 Acres (330,206 sf)**

TBD by Lot	Building area at buildout
TBD	Landscaping

Other Site Features:
Market Street improvements
Dedication and construction of Veterans Drive (60 foot complete right of way)
Utility extensions and looping (Veterans and WCR 18 connection to Cedar Street)

COMPREHENSIVE PLAN:

The current Land Use Plan for this area shows the property as Highway Commercial use which matches the proposed and current zoning.

ZONING DISTRICT:

The existing Zone District is Commercial Highway.

DENSITY:

The maximum density will be determined as allowed by zoning code.

DIVERSITY:

The proposed lots are in demand and there is only one CDOT I 76 interchange in Keenesburg. The proposed subdivision will provide additional development opportunities to the Town of Keenesburg.

ADJACENT LAND USES:

Single family residential to the west, AG (Weld County) to the north, Commercial Highway east, Interstate 76 and Commercial Highway south.

This Site was previously zoned for CH as it is ideal for Commercial development adjacent to the only Interstate 76 interchange that serves the Town of Keenesburg. South of the interchange lies the existing Truck Stop Restaurant and Family Dollar.

CONNECTIVITY :

The 5 lots will be directly connected to Town of Keenesburg right of way (Veterans Drive) and either Cedar Street or more likely Market Street and direct to Interstate I 76.

PUBLIC OPEN SPACE:

No public open space is proposed.

ROADWAY NETWORK:

The Town has existing roadways to the east and west. Veterans Drive Some improvements are expected to each.

TREATMENTS TO ROADWAYS

Some improvements to Market Street will occur and a completely new roadway (Veterans Drive) will be constructed between Market Street and Cedar Street.

LOT LAYOUT:

5 lots (variable sizes – ½ acre to multi acre) are proposed in Market Street Business Park.

LOT INTERFACE WITH ROADWAYS:

Each lot within Market Street Business Park will be connected directly to proposed Veterans Drive which will be directly connected to Market Street near the I 76 interchange.

LOT SIZE DIVERSITY:

Since this is a Commercial subdivision there is no diversity proposed here-in – however each lot will be individually developed so they will have diversity from each other.

SETBACKS:

The setbacks are 25 feet front and rear and 10 feet each side.

LOT SIZES ENHANCING STREETCAPE:

Lot sizes vary from just over one acre to approximately 5 acres. Each adjacent lot will include independent landscape designs that complement Veterans Drive road corridor. Currently no streetscape is proposed along the Town standard Industrial-Commercial road cross section beyond native drought resistant grasses in the 4 foot area between back of the 8 foot walk and right of way boundary.

COMMON AREAS:

Currently none are proposed with this overall subdivision plan. Lot specific Common Areas will be proposed by individual lot development.

FENCING:

All site fencing is proposed to be handled by each individual lot owner in accordance with Town regulations with exception to the western most lots (1 and 4) that abut the residential lots to the west. Screened fence and a landscape buffer will be required along the west lot boundary.

AMENITIES, ENTRIES, CONNECTIVITY, ARCHITECTURAL & LANDSCAPE DESIGNS FOR EACH LOT

The current amenities include proposed street, utility, lighting, grading and drainage improvements necessary to develop the infrastructure needed for lot specific development. Also included in this project will be the 30-foot landscape buffer and screening of Tracts A and B. No additional landscape beyond disturbed area seeding and native grasses within the Veterans Drive right of way is proposed as part of this project.

Each commercial highway lot development will be individually designed (landscape included). No architectural features are proposed with this public infrastructure phase for the Overall Subdivision.

IRRIGATION SYSTEM

Each lot will be required to have its own irrigation system. It is expected each lot will include varying levels of xeriscape as well as be compliant with modern water wise methodology.

Tracts A and B will be completed this project and irrigated separately from the future subdivision lots.

POTABLE WATER:

Potable water does currently exist, however significant waterline improvements (re-built along Market Street, extend along WCR 18 to Cedar St, and a new watermain in Veterans Drive) will be constructed as part of this project.

ADEQUATE POTABLE WATER:

Pursuant to the Pre-Application meeting – Town of Keenesburg adequate water is said to not be an issue.

STORM WATER MANAGEMENT:

This project will detain stormwater as allowed by the Town of Keenesburg and CDOT regarding release to the CDOT right of way. In 2007 the drainage system was coordinated between the Town and CDOT and as this project moves forward it will be coordinated through the Town's review process. See also the Storm System Plan sheet C4.02A.

COMMON AREA LANDSCAPE:

Not applicable – no Common Area is proposed this project. All landscaping is expected to be each private lot's responsibility.

However, the proposed 30-foot landscape screen and buffer will be completed this phase (just not as a Common Area). Said Tracts A and B will be owned and maintained by the Business Owners Association for this subdivision.

Individual Lot development will determine any Common Areas and associated landscape when those lots are sold or developed separate from this subdivision infrastructure project.

OFF STREET PARKING:

Based on the lot sizes no on street parking is expected and each lot will have adequate parking.

EXTERIOR LIGHTING:

The applicant is awaiting the Town's review of the public rights of way lighting. Any right of way lighting will have to adhere to standard requirement of no spill onto adjacent properties. A photometric plan was prepared and submitted. It is assumed requirements will be similar to the Diamond K project and lighting proposed on Cedar Street.

POTENTIAL IMPACT ON ADJACENT NEIGHBORHOODS:

Actual construction typically negatively effects adjacent properties, however the long-term impact of this development is estimated have little effect on the adjacent roadways and adjacent neighbors and have significant positive economic impacts to the Town.

The proposed 30-foot landscape screen and buffer Tracts A and B will minimize impact to the adjacent residences and provide noise and light reduction that does not currently exist adjacent to Interstate 76.

SMELLS:

No new smells are expected to occur.

EXISTING OR PROPOSED MINERAL DEVELOPMENT – STATE OF OWNERSHIP – CONFLICTS:

See attached report of mineral rights. No Mineral owners, neither Miner Leasehold owners were found.

PUBLIC IMPROVEMENTS:

Veterans Drive is proposed as a 60-foot public right of way with 40 feet of asphalt pavement and concrete curb and gutter.

ACCESS:

Each lot will have its own access to Veterans Drive per Keenesburg driveway details.

GRADING:

The grading design is intended to follow typical commercial development and subdivision lot grading - lot line swales draining both to the front, rear, or sides lot lines and direct all runoff to the subdivision detention pond. See also the Construction Plan Grading sheet C3.00.

STORM SEWER:

On site conveyance will be via grass swales and concrete pans. One storm pipe crossing of Veterans Drive is proposed with the initial subdivision construction. Pond release will be to the existing CDOT road culvert (under Interstate 76) that lies to the southeast of the property. Storm culverts are also expected at Veterans Drive connection to Market Street. See also the Storm System Plan sheet C4.02A.

SANITARY SEWER:

An existing sanitary main lies within the former alley along the west property line. A new sanitary main will be built within Veterans Drive and stubbed to each of the proposed lots in order to receive the proposed lots sewage. See also the Construction Plan Utility sheet C2.00, C2.02, and C2.03.

WATER:

Potable water does currently exist, however significant waterline improvements (re-built along Market Street, extend along WCR 18 to Cedar St, and a new watermain in Veterans Drive) will be constructed as part of this project. See also the Construction Plan Water sheet C2.01.

GAS AND ELECTRIC:

Pursuant to the Diamond K Subdivision work, Atmos appears to be the closest gas line approximately 1,300 feet away.

An electric distribution system is proposed to be buried along all the proposed Veterans Drive to serve each proposed Lot.

WILL SERVICE LETTERS:

The Owner has contacted South East Weld County Fire Rescue (SEWCFR) requesting service. A Fire Truck access analysis has been performed using SEWCFR Fire Truck template.

Water and Sewer service will be provided by the Town of Keenesburg system. See also the Construction Plan Utility sheet C2.00.

Electricity is provided by United Power. Gas may be available – it is unclear if it will be provided by Xcel Energy or Atmos Energy. WEC has requested Will Serve Letters from both. See also the Construction Plan Utility sheet C2.00.

SURVEYS:

The Site topography and boundary survey was provided by American West Land Surveyors in Brighton.

SUBMITTAL & HOPEFUL PROJECT SCHEDULE:

Date:	Time/ location:	Event:	Notes:
May 21, 2020	3:00 p.m.	Submit Revised Plat	
		Planning Commission Hearing	
		Board of Trustees Hearing	
August 1, 2020	Site	Start sitework	

FINAL PLAT APPLICATION CHECKLIST:

The following is a summary of the checklist items:

- | | |
|--|--------------------------|
| 1. Completed land use application | included |
| 2. Application fees & fee deposits | included |
| 3. Completed land use application | included |
| 4. Application fees & fee deposits | included |
| 5. Written Narrative | this document |
| 6. Title commitment | included |
| 7. Copy of any surface agreement with mineral interest | Included |
| 8. List of property owners within 300 feet of prop. line | Included |
| 9. Copies of any applicable state or federal permits | Not known to be required |
| 10. Copy of any surface use agreement w/ mineral interests | included |
| 11. Final plat | included |
| 12. Final Development Plan | Included |
| 13. Draft Subdivision improvements agreement | Town of Keenesburg |

Market Street Business Park

May 21, 2020

Western Engineering Consultants inc LLC

Page 8 of 8

Please contact me with any questions or comments you may have on the amended final plat for this project!

Sincerely,

A handwritten signature in black ink, appearing to read 'Cox', with a stylized flourish extending from the top left.

Western Engineering Consultants inc., LLC
Chadwin F. Cox, P.E.
Senior Project Manager

Encl. Final Plat Application package



P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION
(Keene Land Holdings LLC Property)

Subject Property:

Township 2 North, Range 64 West, 6th P.M., Weld County, CO
Section 26: A tract of land being more particularly described on Exhibit A, being a part of the
NW¼

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Weld County Assessor and Clerk Recorder as of July 3, 2019 at 7:45 a.m.:

Mineral Owners:

None (entitled to notice)

Mineral Leasehold Owners:

None (entitled to notice)

Dated this 12th day of July, 2019.

ZEREN LAND SERVICES


By: Cynthia A. E. Zeren, CPL

Certified Professional Landman #4044

At the request of **Western Engineering Consultants, Inc. LLC** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Weld County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Weld County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through July 3, 2019 at 7:45 A.M.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services, for the listing.**

In order to induce Zeren Land Services, to provide such services, **Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

ZEREN LAND SERVICES

Date: July 12, 2019

By: 
Cynthia A. E. Zeren, as President

EXHIBIT A

TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M.

SECTION 26: A PART OF THE NW¼ BEGINNING AT A POINT ON THE WESTERLY LINE OF TRACT 2 DESCRIBED IN INSTRUMENT RECORDED NOVEMBER 6, 1958 IN BOOK 1516 AT PAGE 619, WHICH POINT IS ALSO ON THE NORTHERLY LINE OF A TRACT CONVEYED TO THE TOWN OF KEENESBURG BY INSTRUMENT RECORDED MAY 23, 1950 IN BOOK 1558 AT PAGE 405 AND FROM WHICH POINT THE NW CORNER OF SAID SECTION 26 BEARS NORTH 52°37'30" WEST, 1677.4 FEET; THENCE NORTH 00°45' WEST, ALONG THE WESTERLY LINE OF SAID TRACT NO 2 DESCRIBED IN BOOK 1516 AT PAGE 619, AND ALONG THE NORTHERLY EXTENSION OF SAID LINE, 1030 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION 26; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 510 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF MARKET STREET; THENCE SOUTH 00° 15'30" EAST, ALONG THE WEST LINE OF MARKET STREET, 595 FEET, MORE OR LESS, TO THE MOST NORTHEASTERLY CORNER OF THE SAID TRACT CONVEYED TO THE TOWN OF KEENESBURG BY INSTRUMENT RECORDED IN BOOK 1558 AT PAGE 405; THENCE ALONG THE BOUNDARIES OF SAID KEENESBURG TRACT THE FOLLOWING COURSES AND DISTANCES; SOUTH 89°44'30" WEST, 30 FEET; SOUTH 00°15'30" EAST, 74.8 FEET; SOUTH 33°45' WEST, 81.6 FEET; SOUTH 56°48'30" WEST, 511.6 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE NW¼ OF SAID SECTION 26, , DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF TRACT 2 DESCRIBED IN INSTRUMENT RECORDED IN BOOK 1516 AT PAGE 619; WHICH POINT IS ALSO ON THE NORTHERLY LINE OF TRACT CONVEYED TO THE TOWN OF KEENESBURG BY INSTRUMENT RECORDED IN BOOK 1558 AT PAGE 405 AND FROM WHICH POINT THE NW CORNER OF SAID SECTION 26 BEARS NORTH 52°37'30" WEST, 1677.4 FEET; THENCE NORTH 00°45' WEST, ALONG THE WESTERLY LINE OF TRACT NO 2 DESCRIBED IN BOOK 1516 AT PAGE 619, A DISTANCE OF 36.16 FEET; THENCE NORTH 56°48'30" EAST A DISTANCE OF 485.29 FEET; THENCE NORTH 33°45'00" EAST A DISTANCE OF 66.31 FEET; THENCE NORTH 00°15'30" WEST A DISTANCE OF 65.63 FEET; THENCE NORTH 89°14'30" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE BOUNDARY OF A TRACT OF LAND CONVEYED TO THE TOWN OF KEENESBURG BY INSTRUMENT RECORDED IN BOOK 1558 AT PAGE 405; THENCE ALONG THE BOUNDARIES OF SAID KEENESBURG TRACT, THE FOLLOWING COURSES AND DISTANCES: SOUTH 00°15'30" EAST, 74.8 FEET; SOUTH 33°45' WEST, 81.6 FEET; AND SOUTH 56°48'30" WEST, 511.6 FEET TO THE POINT OF BEGINNING.

WELD COUNTY COLORADO LAND RECORDS
AFFIDAVIT OF INTERESTED LAND OWNERS
SURFACE ESTATE

5/21/2020
2:39:07 PM

THE UNDERSIGNED, States that to the best of his or her knowledge the attached list is a true and accurate list of the names, addresses, and the corresponding Parcel Identification Number assigned by the Weld County Assessor of the owners of the property (the surface estate) within 500 feet of the property being considered. This list was compiled utilizing the records of the Weld County Assessor available on the Weld County Internet Mapping site, <http://www.co.weld.co.us>, and has not been modified from the original. The list compiled for the records of the Weld County Assessor was assembled within thirty days of the applications submission date.

Signature

Date

Property Owners Within 300 Feet of Parcel # 130526200004

Account	Parcel	Owner	Mailing Address
R5078286	130523000004	ARNUSCH LAND COMPANY LLC	33521 COUNTY RD 16 KEENESBURG, CO 806438812
R8954539	130523301002	CEDAR 18 LLC	8490 COUNTY ROAD 57 KEENESBURG, CO 806439643
R5086686	130526200003	CARROLL OIL CO INC	PO BOX 97 CASTLE ROCK, CO 801040097
R5086786	130526200004	KEENE LAND HOLDINGS LLC	8537 COUNTY ROAD 51 KEENESBURG, CO 806439618
R5086886	130526200006	EPPLER DIANA L	
R5086886	130526200006	EPPLER JOHN E JR	350 N CEDAR ST KEENESBURG, CO 806439002
R5086986	130526200008	KEENESBURG TOWN OF	PO BOX 312 KEENESBURG, CO 806430312
R5087686	130526200019	CARROLL OIL CO INC	PO BOX 97 CASTLE ROCK, CO 801040097
R0036388	130526200025	GRAY JUDY ANN (BN)	

WELD COUNTY COLORADO LAND RECORDS
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5/21/2020
2:39:08 PM

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Account	Parcel	Owner	Mailing Address
R0036388	130526200025	GRAY JERRY L (BN)	370 N CEDAR ST KEENESBURG, CO 806439002
R0036488	130526200026	EPPLER DIANA L	
R0036488	130526200026	EPPLER JOHN E	350 N CEDAR ST KEENESBURG, CO 806439002
R0028988	130526200027	HOOS MELISSA J	
R0028988	130526200027	HOOS CURTIS D	PO BOX 576 KEENESBURG, CO 806430576
R8962522	130526217001	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962523	130526217002	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962524	130526217003	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962525	130526217004	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129

WELD COUNTY COLORADO LAND RECORDS
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Account	Parcel	Owner	Mailing Address
R8962526	130526217005	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962527	130526217006	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962528	130526217007	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962529	130526217008	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962530	130526217009	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962531	130526217010	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962532	130526217011	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962533	130526217012	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129
R8962534	130526217013	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129

WELD COUNTY COLORADO LAND RECORDS
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Property Owners Within 300 Feet of Parcel # 130526200004

Account	Parcel	Owner	Mailing Address
R8962535	130526217014	DIAMOND K LIVING REVOCABLE TRUST	8616 COUNTY ROAD 63 KEENESBURG, CO 806439129

WELD COUNTY COLORADO LAND RECORDS
AFFIDAVIT OF INTERESTED LAND OWNERS
SURFACE ESTATE

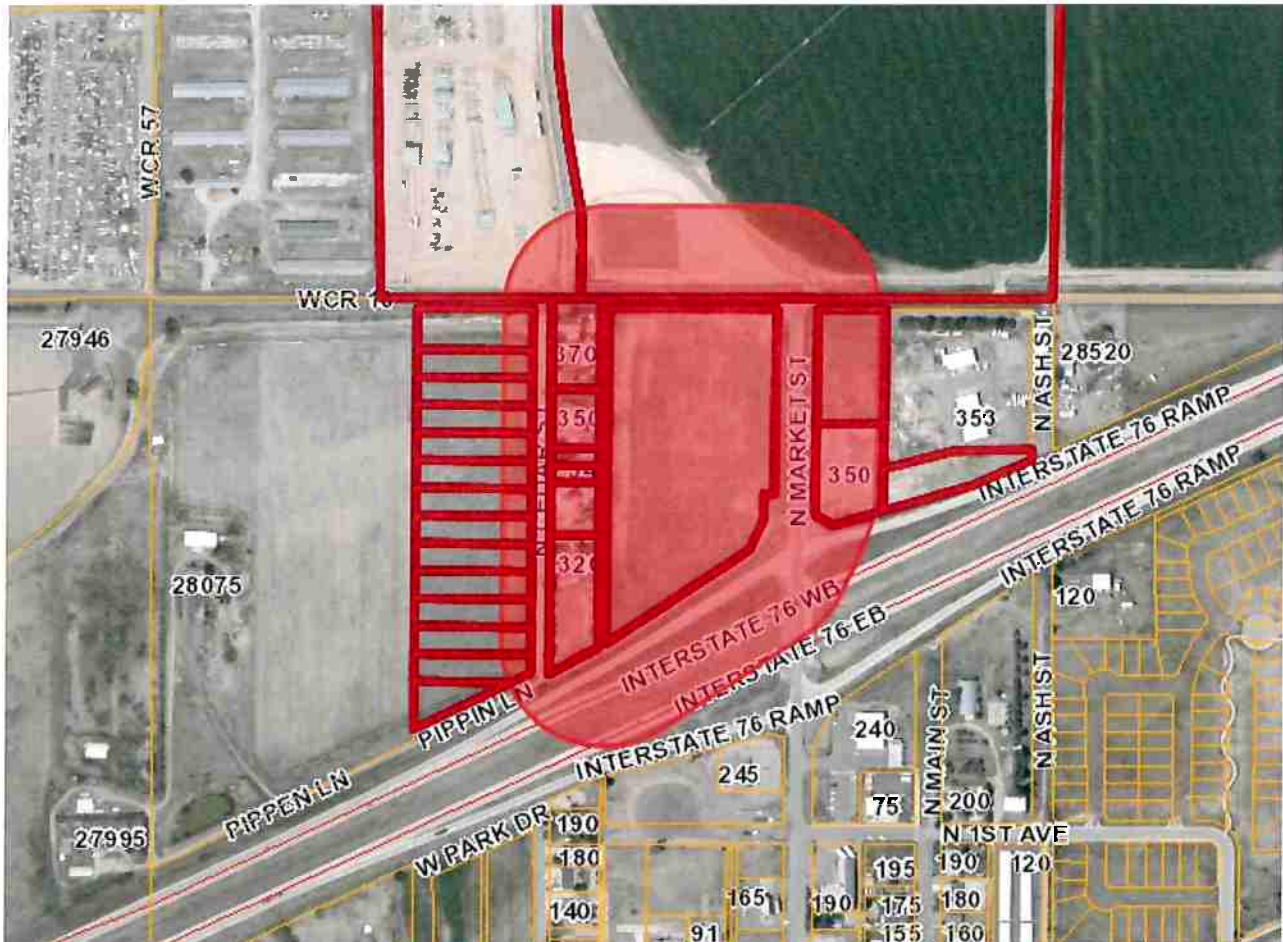
5/21/2020
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Property Owners Within 300 Feet of Parcel # 130526200004



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: MARKET STREET BUSINESS PARK

Applicant's Name: Richard I. Robertson & Chris Bailey

Planning Commission Hearing Date: _____

Town Board Hearing Date: _____

The undersigned applicant, Richard I. Robertson & Chris Bailey, 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 ____ day of _____, 20__.

Applicant: _____

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 20__.

Witness my hand and official seal.

(SEAL)

Notary Public

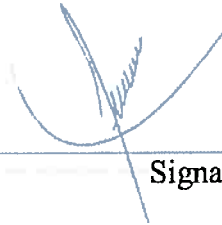
My commission expires: _____

AFFIDAVIT

To the Town Clerk

This is to certify that I, Carmen Leticia Maldonado Cedillo

have complied with Keenesburg Municipal Code (KMC) 16-1-80(2)a. relating to an application requiring public hearing(s), and that I have mailed legal notice to the property owners within 300 feet of Market Street Business Park, Keenesburg, CO 80643; on May 25th, 2019.

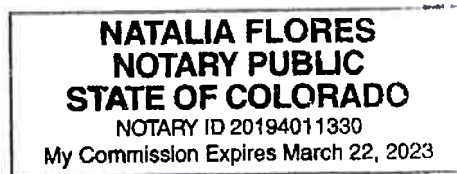


Signature of Applicant

STATE OF COLORADO
COUNTY OF WELD

Subscribed and sworn/affirmed to before me this 3 day of June, 2019.

My Commission expires March 22, 2023.


Notary

Received by the Town Clerk, Town of Keenesburg

Time

Date

By



DATA TABLE	
LOT	ACRES
EXISTING LOT	10.58 ±
PROPOSED LOT 1	1.88 ±
PROPOSED LOT 2	1.02 ±
PROPOSED LOT 3	1.04 ±
PROPOSED LOT 4	0.81 ±
PROPOSED LOT 5	2.75 ±
BUCKET TRACT A	0.37 ±
BUCKET TRACT B	0.27 ±
PROPOSED VETERANS RD ROW	0.81 ±
STUDD POND TRACT C	0.88 ±
WHEEL COUNTY RD 18 ROW	0.70 ±
TOTAL	10.58 ±

NOTES

THIS PLAN IS INTENDED AS THE SITE PLAN FOR MARKET STREET BUSINESS PARK, HUNTSVILLE.

ALL IMPROVEMENTS ARE PROPOSED UNLESS NOTED AS EXISTING.

IT IS THE OWNER'S RESPONSIBILITY FOR THE CORRESPONDING RESPONSIBILITY TO ATAIN ALL NECESSARY PERMITS AND REVIEW APPROVALS FROM THE STATE OF ALABAMA AND TOWN OF HUNTSVILLE RESPECTIVELY.

SEE "AS BUILT"/PROVIDOR SURVEY COMPLETED BY AMERICAN WEST SURVEYING COMPANY FOR THE PROPOSED TOPOGRAPHY AND IMPROVEMENTS SURVEY DATED AUGUST 07, 2018.

SEE COVER SHEET FOR PROJECT BENCHMARK AND BASES OF RECORD.

THIS BENCHMARK WAS ESTABLISHED USING A 3" BENCH MARK IN CONCRETE LYING FIVE FEET WEST OF A CORNER IMAGINATION DETON STREET, AND THIRTY FEET NORTH OF THE CENTERLINE OF COUNTY ROAD 100. THE BENCHMARK IS IDENTIFIED BY THE SURVEY AS 1" HAVING AN ELEVATION OF 100.00 FEET ON THE NATIONAL GEODETIC DATUM OF 1983.

ALL REFERENCES TO EASEMENTS, SURVEY POINTS, OR EXISTING UTILITIES AND FEATURES ARE BASED UPON SURVEY INFORMATION PROVIDED BY THE SURVEYOR.

NOT ALL UTILITIES LOCATED HAVE BEEN SAID SURVEY NOTED.

THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES ARE LOCATED CORRECTLY PRIOR TO CONSTRUCTION BEING INITIATED.

ALL BUILDING SETBACKS PERMITTED ARE: SIDE = 10' PER ZONE

BUILDING FOOTPRINT COMERCIAL (C2).

SYMBOL LEGEND

45 DEG BEND	— 45°	RESTRAINED CROSS	—
22.5 DEG BEND	— 22.5°	PIPE HYDRANT	—
RESTRAINED PLUG	—	RESTRAINED WATER VALVE	—
RESTRAINED TEE	—	PIPE CROSSOVER	—
WATER METER	—	MANHOLE	—
EXISTING ASPHALT	—	PROPOSED ASPHALT PAVING	—

UNIVERSITY OF CALIFORNIA

[illegible]

WCR 18 AND MARKET ST. CURB
ADJACENT TO THIS SUBDIVISION
SHALL BE CONSTRUCTED AT A
TIME AS AGREED WITH THE TOWN
(I.E. PRIOR TO ADJACENT LOT
DEVELOPMENT).

SHOWN LOT ACCESS
MAY NOT BE BUILT UNTIL
TIME OF INDIVIDUAL LOT
DEVELOPMENT.

SEE SHEET C0.06 FOR
BUILD-OUT CROSS
SECTION OF MARKET ST

PROJECT
MARK
V = 4808.07

DETAILS ON SHEETS 5.001 &
5.005.

ALTERNATE POP AND
A POP & 2 CBRS

ALTERNATE POP AND C89
LEA POP & C89

SUBDIVISION AGREEMENT
[Market Street Business Park]

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TOWN OF KEENESBURG**, a Colorado municipal corporation, whose address is 151 Grant Avenue, Keenesburg, CO 80520 ("Town"), and _____, a Colorado limited liability company, whose address is _____ ("Subdivider").

WHEREAS, Subdivider has submitted a Final Subdivision Plat for the _____ Subdivision ("Subdivision" or "Plat"), including utility plans for the Subdivision, a copy of which Plat is attached hereto as Exhibit "A" and incorporated herein by reference, and which Plat has been reviewed and approved by the Planning Commission and Town Board of Trustees; and

WHEREAS, the Subdivision is to be developed as a planned unit development and a large scale development within the Town, under applicable provisions of the Keenesburg Municipal Code and Development Regulations; and

WHEREAS, additional filings are anticipated, and this Agreement applies only to _____ Subdivision Filing _____; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the Town relative to improvements related to the Subdivision;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit "B", attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline. (a) Subdivider shall construct all improvements required by this Agreement, including but not limited to all water lines, sanitary

sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bikepaths, and any other improvements constructed in relation to the Subdivision, in accordance with plans and specifications approved in writing by the Town, and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for three (3) years from the date of such approval. In the event that the Subdivider commences or performs any construction after such three (3) year period, the Subdivider shall resubmit the project utility plans to the Town for reexamination. The Town may require the Subdivider to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

(b) Construction of public improvements shall be complete, and conditional acceptance of the public improvements shall be requested, by no later than _____ [deadline for completion cannot be during the winter season (November 1-March 1)]

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Town Clerk, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town's Mayor, or the Mayor's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. Subdivider shall furnish to the Town complete plans for public improvements for the Subdivision, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the Town prior to the construction of any improvements. In addition to the foregoing, all sanitary sewer and storm drainage plans shall be submitted to and shall require the approval of the sanitation district serving the property prior to the commencement of any construction work on such improvements.

1.6 Conditional Acceptance. No later than fourteen (14) days after improvements are completed for the Subdivision, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after improvements are completed. If Subdivider has not completed the improvements on or before the completion dates set forth in the "Phasing Plan" provided for in Section 1.14 herein, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. If improvements completed by Subdivider are satisfactory, the Town shall grant "conditional acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Subdivider are unsatisfactory,

the Town shall provide written notice to Subdivider of the repairs, replacements, construction or other work required to receive "conditional acceptance." Subdivider shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if conditional acceptance can be granted, and the Town shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule reinspections, depending upon scope of deficiencies.

1.7 Maintenance and Warranty of Improvements. For a two (2) year period from the date of "conditional acceptance" of any improvements related to the Subdivision, Subdivider shall warrant all said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after Subdivider's receipt of written notice from the Town requesting such repairs or replacements, the Subdivider has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Subdivider shall request a "final acceptance" inspection. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of "final acceptance". If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within thirty (30) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. The Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection. (a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of

test results to the Town on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to such regulations, plans and specifications. The Town Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the Subdivider, and the Subdivider shall employ, at the Subdivider's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Subdivider has disinfected said lines according to the Town's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved public improvement plans shall be subject to inspection by the Town Engineer. Inspection by the Town Engineer shall not relieve the Subdivider from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of the Town Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town Engineer for approval. All requests for after-hours inspection services shall be made in writing to the Town Engineer. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above. The Subdivider shall comply with all notification and inspection requirements of the sanitation district serving the property with regard to sanitary sewer and storm drainage improvements.

1.11 Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for all improvements described in Exhibit "B" or otherwise required by this Subdivision as shown on the approved plat, utility plans, and other approved documents on file with the Town.

(b) At or prior to recording of the final Plat, Subdivider shall submit to the Town an Improvement Guarantee for all public improvements related to the Subdivision. The term of the Guarantee shall be for a period of time sufficient to cover the completion of construction of the public improvements and shall not be released until conditional acceptance of the public improvements has been granted by the Town except as set forth in subsection (c), below. Said guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on Exhibit "C" attached hereto and incorporated herein by reference. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement

Guarantee shall include, but not be limited to, street construction, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements.

(c) The total amount of the Guarantee shall be calculated as one hundred twenty five percent (125%) of the total estimated cost including labor and materials of all public improvements to be constructed as described on Exhibit "B." At the time of conditional acceptance of all of the public improvements, the Town shall reduce the amount of the required Improvement Guarantee to fifteen percent (15%) of the certified statement of construction costs.

(d) Prior to conditional acceptance of all of the public improvements, Subdivider may request a reduction in the Improvement Guarantee for any portion of the public improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from Subdivider to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the Improvement Guarantee by 85% of the value of such completed public improvements. Any reduction in the Improvement Guarantee pursuant to this Section 1.11(d) shall not constitute conditional acceptance of any public improvements required by this Agreement.

(e) At the time of final acceptance of the public improvements, the Town shall release the remaining Improvement Guarantee provided no mechanics' liens have been filed with respect to the public improvements and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have improvements finally accepted within two (2) years of the date of the issuance of conditional acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section

1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to "final acceptance" by the Town of the construction work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Phasing Plan; Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all improvements and request conditional acceptance thereof on or before the completion deadline set forth in Section 1.3(b). In addition:

(a) No building permits shall be issued until the full amount of the Improvement Guarantee has been provided to the Town;

(b) Except for _____ building permits, no building permits, no building permits shall be issued for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, and sidewalk pavement with at least the base course completed) serving the Subdivision have been completed and granted conditional acceptance; and

(c) No certificates of occupancy shall be issued within a phase of the Subdivision until all improvements within such phase have been completed and have been granted conditional acceptance; and

(d) No building permits shall be issued for any structure located in excess of nine hundred feet from a single point of access.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before Town may approve construction plans for any improvements herein agreed upon, Subdivider shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the proposed improvements related to the Subdivision. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as Exhibit "B", in conformance with the subdivision plat and final development plan, drawings, plans and specifications approved by the Town prior to construction. If Subdivider does not meet the above obligations then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the construction of public improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Improvements described on Exhibit "B", Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the Town Code.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum,

pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B".

3.2 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider's expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 PUBLIC USE DEDICATION AND LANDSCAPING

4.1 Public Use Dedication. (a) Subdivider shall convey, prior to the issuance of any building permits, to the Town certain lands as described on and at such times as set forth on Exhibit "D" attached hereto and incorporated herein by reference. Said conveyance shall be by Special Warranty Deed in form and substance satisfactory to the Town Attorney. The Subdivider shall, at Subdivider's expense, furnish a commitment for title insurance on the property. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways which would be readily apparent from a physical inspection. The Subdivider shall, at its expense, cause a title policy in conformance herewith to be delivered to the Town at the time of conveyance.

(b) The Subdivider specifically represents that to the best of its knowledge, all portions of the Subdivision dedicated to the Town associated with this development are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that such portions of the property as are dedicated to the Town pursuant to this development, are in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Subdivider does hereby indemnify and hold harmless the Town from any liability whatsoever that may be imposed upon the Town by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the Town pursuant to this development. The Subdivider further agrees to indemnify and hold harmless the Town from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the Town by third parties arising as a result of the dedication of portions of the Property to the Town pursuant to this development. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited by the Town, its agents or representatives, upon portions of the property dedicated to the Town pursuant to this development.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of public improvements. Subdivider shall construct the landscape improvements as required in landscape and irrigation plans approved by the Town. For private landscape improvements, excluding single family detached residential lots, Subdivider shall furnish a final landscape plan to the Town for approval prior to installation of landscape improvements.

4.3 Water Rights. Subdivider shall furnish to the Town, free and clear of all liens and encumbrances, title to the water rights required by the ordinances, resolutions, rules, and regulations of the Town before the final Subdivision Plat is recorded by the Town.

5.0 WATER LINES

5.1 Specifications. (a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B", including both on-site and off-site improvements.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property. This shall include all water services for all of the lots shown on the approved final plat.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as Exhibit "B", and shall meet the requirements and have the approval of the sanitation district serving the property, including both on-site and off-site improvements.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting pursuant to Town-approved plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located.

7.2 Drainage Improvements. (a) Drainage improvements for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved by the Town and in accordance with the minimum requirements for storm drainage

facilities as have been established by the sanitation district serving the property. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues written approval of utility plans.

(b) Drainage improvements shall be completed and granted conditional acceptance by the Town prior to the issuance of more than five (5) building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the Town's then existing flood plain regulations. Subdivider shall furnish copies of approved plans to subsequent purchasers (other than homeowners) of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of houses and or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

(d) The Subdivider shall pay any storm drainage basin fees as applicable.

7.3 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.4 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Administrator may, upon written application and for good cause, alter the hours of operation for a defined period of time.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Subdivider by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may draw upon the Improvement Guarantee and complete the Improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the Town, as defined herein. Notice by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right enforce the restrictions on the issuance of building permits and other approval or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under municipal, state or federal law. Failure to timely complete construction of improvements which is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Subdivider's control shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Final Utility Plan. (a) It is understood and agreed by the parties that a Final Utility Plan for _____, and supporting reports deemed necessary by the Town, shall be prepared and submitted by the Subdivider for approval as set forth in this Section. The Final Utility Plan shall be prepared in accordance with all applicable criteria of the Town in effect as of the date of this Agreement. The Subdivider shall submit said Plan to the Town for approval no later than thirty (30) days after the Town has granted final plat approval for the Subdivision.

(b) Subdivider agrees that the Town shall not grant approval of the Final Utility Plan until and unless all of the Town's comments and requirements concerning said Plan have been addressed to the satisfaction of the Town, and until and unless the sanitation district serving the property has given its approval to said Plan. The Final Utility Plan shall be approved by the Town before the final Subdivision Plat is recorded by the Town.

8.3 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the Town shall retain the recorded Agreement.

8.4 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 Assignment, Delegation and Notice. Subdivider shall provide to the Town for approval written notice of any proposed transfer of title to any portion of the Subdivision and of the Subdivision Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

8.6 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

8.7 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

SUBDIVIDER:

Town of Keenesburg
Town Clerk
140 S. Mail
P.O. Box 312
Keenesburg, CO 80643

With a copy to:

Kelly, P.C.
Keenesburg Town Attorney
101 University Blvd., Suite 210
Denver, CO 80206

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.8 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

8.9 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

8.10 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflict with this Agreement, then this Agreement controls.

8.11 Title and Authority. Subdivider warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

8.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.13 Agreement Status After Final Acceptance. Upon Final Acceptance by Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect except for the provisions of Sections 1.11 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF KEENESBURG, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

SUBDIVIDER

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

(Reduced copy of subdivision plat)

EXHIBIT B

SCHEDULE OF IMPROVEMENTS

Item	Quantity	Unit Price	Total
------	----------	------------	-------

Water

Sewer

Storm Sewer

Street

Street Lights
Street Signs
Striping
Landscaping

Public Use Land

Special Improvements

EXHIBIT C

IRREVOCABLE LETTER OF CREDIT
REQUIRED FORM

[date of Letter of Credit - the date the credit is opened]

Town of Keenesburg
140 S. Main
P.O. Box 312
Keenesburg, CO 80643

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Keenesburg (Attn: Town Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the

reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 200__.

PAY TO: The account of the Town of Keenesburg, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF KEENESBURG, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Keenesburg, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 200_____.

TOWN OF KEENESBURG, COLORADO

By: _____
Town Clerk

EXHIBIT D

Legal Description of Public Use Land Dedication (with location survey, if off-site).

MARKET STREET BUSINESS PARK SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - PHASE 1 ONLY

April 1, 2020

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
0.00 MOBILIZATION / DEMOLITION				
0.01 Mobilization	ls	1	10,000	10,000
0.02 Relocate Existing Fire Hydrant C	ea	1	2,500	2,500
0.03 Remove Ex. Fence Along North Cedar St	ls	1	1,000	1,000
0.04 Sawcut along each side of Market St for widening	lf	4	1,423	5,692
0.05 Demo Ex. Pippin Lane (22,700 sf asphalt)	ls	1	5,000	5,000
SUBTOTAL				24,192
1.00 EARTHWORK & ROADWAY / SURFACE MATERIALS				
1.01 Market Street Overlay - assumed as 2 inches depth over 660 ft x 38 foot road	sf	25,080	1.00	25,080
1.02 Surface to Surface Earthwork Cut and temp stockpile excess	cy	14,217	1.50	21,326
1.03 Surface to Surface Earthwork Fill (Assumed 10% shrink)	cy	12,158	2.00	24,316
1.04 Import & Place Structural Fill (Recycled conc. Class 6, or approved equal) - 8" under asphalt paving	cy	742	25	18,556
1.05 Finish surface (Concrete)	sf	14,090	5.50	77,495
1.06 Finish surface (asphalt) - All Veterans Dr & Partial Widening Interim Market St	sy	3,340	45	150,300
SUBTOTAL				317,072
2.00 CONCRETE				
2.01 Curb & Gutter (Veterans & West Market St.)	lf	2,188	30	65,630
2.02 5' Sidewalk (including West Market St Walk)	sf	15,340	5	76,702
2.03 Concrete Entrances @ Cedar, Market St. and Lot 5 only	sf	6,115	5	30,575
2.04 25' R Curb Return Assembly	ea	2	2,500	5,000
2.05 30' R Curb Return Assembly	ea	6	3,000	18,000
2.06 Misc Concrete	ls	1	5,000	5,000
SUBTOTAL				200,906
3.00 EROSION CONTROL				
3.01 Storm Water Management Plan & Site Erosion Control	ls	1	10,000	10,000
SUBTOTAL				10,000
4.00 ELECTRIC SYSTEM				
4.01 Connection to Ex. Electric System	each	1	2,500	2,500
4.02 Electric Transformer	each	1	50,000	50,000
4.03 Electric System	lf	1,895	10	18,953
4.04 Switch Boxes	each	5	1,000	5,000
SUBTOTAL				76,453

MARKET STREET BUSINESS PARK SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - PHASE 1 ONLY

April 1, 2020

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
5.00 WATER SYSTEM				
WCR 18 Water Main				
5.01 10" PVC (C900) Watermain w/ restraints for each fitting - WCR 18 (adjacent to Market St Sub)	If	557	62	
5.02 10"x8" Restrained Tee w/ Thrust Block and 1-10" Gate Valve, 1-8" Gate Valve	each	2	3,500	
5.03 10" Restrained Plug w/ Thrust Block	each	2	1,500	
WCR 18 Water Main Extension to North Cedar St				
5.04 Connection to Existing system	each	2	1,500	
5.05 10" PVC (C900) Watermain w/ restraints for each fitting - WCR 18 extension to N Cedar St	If	221	62	
5.06 10"x10" Restrained Tee w/ Thrust Block and 2-10" Gate Valves	each	1	3,500	
5.07 10" Restrained Plug w/ Thrust Block	each	1	1,500	
Market Street Water Main				
5.08 8" PVC (C900) Watermain w/ restraints for each fitting - Market St	If	719	55	39,560
5.09 8"x8" Restrained Cross w/ Thrust Block and 2-8" Gate Valve	each	1	4,000	4,000
5.10 8" Restrained Plug w/ Thrust Block	each	1	1,500	1,500
5.11 6" DIP Hydrant Runs - each joint and fitting restrained	If	31	100	3,083
5.12 Hydrant Tee & G.V. (6" GV on FH run, 8" GV on main)	each	2	2,500	5,000
5.13 Fire Hydrants (1 new, 1 relocated EX)	each	2	5,000	10,000
5.14 Service line taps	each	1	250	250
Market Street Subdivision Water Main				
5.15 Connection to Existing system	each	1	1,500	1,500
5.16 8" PVC (C900) Watermain w/ restraints for each fitting - Market Street Subdivision (Veterans Dr)	If	874	55	48,053
5.17 8"x8" Restrained Tee w/ Thrust Block and 2-8" Gate Valve	each	1	3,000	3,000
5.18 8" Restrained Plug w/ Thrust Block	each	3	1,500	4,500
5.19 6" DIP Hydrant/Fire Runs - each joint and fitting restrained	If	187	100	18,709
5.20 Hydrant/Fire Tee & G.V. (6" GV on FH run, 8" GV on main)	each	5	2,500	12,500
5.21 Fire Hydrants	each	3	5,000	15,000
5.22 Service line taps	each	2	250	500
Internal Road Water Main				
5.23 Connection to Existing system	each	2	1,500	3,000
5.24 8" PVC (C900) Watermain w/ restraints for each fitting - Internal Road (Optional)	If	455	55	25,025
5.25 6" DIP Hydrant/Fire Runs - each joint and fitting restrained	If	28	100	2,800
5.26 Hydrant/Fire Tee & G.V. (6" GV on FH run, 8" GV on main)	each	1	2,500	2,500
5.27 Fire Hydrants	each	1	5,000	5,000
5.28 Service line taps	each	3	250	750
SUBTOTAL				167,155

MARKET STREET BUSINESS PARK SUBDIVISION

ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - PHASE 1 ONLY

April 1, 2020

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
6.00 STORM SYSTEM				
Storm Line A				
6.01 24" RCP	If	121	80	9,680
6.02 36" RCP	If	272	90	24,480
6.03 CDOT 5' Type R Inlet	each	2	4,000	8,000
6.04 CDOT 10' Type R Inlet	each	1	7,000	7,000
6.05 48" DIA MH	each	1	3,500	3,500
Storm Line B				
6.06 18" RCP	If	32	75	2,400
6.07 24" RCP	If	46	80	3,680
6.08 30" RCP	If	36	85	3,060
6.09 36" RCP	If	238	90	21,420
6.10 42" RCP	If	142	100	14,200
6.11 CDOT 5' Type R Inlet	each	2	4,000	8,000
6.12 CDOT 10' Type R Inlet	each	1	7,000	7,000
6.13 60" DIA MH	each	2	4,000	8,000
Storm Line D				
6.14 18" RCP	If	71	75	5,325
6.15 Outlet Structure	each	1	10,000	10,000
6.16 18" Flared End Section	each	1	800	800
6.17 Pond Wall	If	522	75	39,150
SUBTOTAL				175,695

MARKET STREET BUSINESS PARK SUBDIVISION
ENGINEERS ESTIMATE - CIVIL RELATED PUBLIC IMPROVEMENTS - PHASE 1 ONLY
 April 1, 2020

ITEM	UNIT	ESTIMATED QUANTITY	APPROXIMATE UNIT PRICE, \$	TOTAL COST, \$
7.00 SEWER IMPROVEMENT				
Market Street Subdivision Sanitary Main				
7.01 Connection to Existing system	each	1	1,500	1,500
7.02 8" PVC SDR-35 Main (7 ft average bury)	lf	990	50	49,490
7.03 48 inch diameter Manholes	each	5	3,500	17,500
7.04 Service line taps	each	2	250	500
Internal Road Sanitary Main				
7.05 8" PVC SDR-35 Main (7 ft average bury)	lf	371	50	18,550
7.06 48 inch diameter Manholes	each	2	3,500	7,000
7.07 Service line taps	each	3	250	750
RE-3J Sanitary Main Extension				
7.08 8" PVC SDR-35 Main (7 ft average bury)	lf	330	50	16,500
7.09 48 inch diameter Manholes	each	3	3,500	10,500
SUBTOTAL				68,990
8.00 LANDSCAPE				
8.01 Seed disturbed areas	acre	8.0	1,500	12,000
8.02 Trees	each	48	350	16,800
8.03 Shrubs	each	240	25	6,000
8.04 Stop Signs	each	4	1,000	4,000
8.05 Paint Striping (centerline, stop bars, directional arrows, etc)	ls	1	10,000	10,000
SUBTOTAL				48,800
PROFESSIONAL SERVICES				
Design Services (assumed as 10% of Civil Construction Costs) [PAID]	ls	1		0
Traffic Analysis [PAID]	ls	1		0
Construction Surveying	ls	1	7,500	7,500
Construction Engineering Services	ls	1	5,000	5,000
As-Built Engineering Services	ls	1	7,500	7,500
SUBTOTAL				18,500
TOTAL ESTIMATED COST		(rounded)		1,098,000
CONTINGENCY		(10%)		109,800
GRAND TOTAL ESTIMATED COST		(rounded)		1,208,000

June 29, 2020

Debra Chumley
Town of Keenesburg Manager
P.O. Box 312
140 S. Main Street
Keenesburg, CO 80643

RE: Market Street Business Park
Preliminary and Final Plat Submittal, Plat Comments

Dear Debra:

Professional Engineering Consultants (PEC) reviewed the June 23, 2020 Final Plat for the preliminary and final plat submittal for the Market St Business Park Subdivision. This version proposes three lots north of Veteran's Drive and two lots south of Veteran's Drive, and a drainage and utility easement on the lot line between Lots 4 and 5. We have no comments on this plat.

Please let me know if you have any questions.

Respectfully Submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



Kent Bruxvoort, P.E.
Town Engineer

cc: Todd Hodges, Town Planner

THDLLC

From: Bilobran - CDOT, Timothy <timothy.bilobran@state.co.us>
Sent: Wednesday, June 10, 2020 5:05 PM
To: THDLLC
Cc: gloria.hice-idler; keenesburgclerk@rtebb.net; Mark Gray; Debra Chumley; kathleen@kellypc.com
Subject: Re: Market Street Business Park amended final plat referral request

Follow Up Flag: Follow up
Flag Status: Flagged

Todd,

No comments from CDOT. As you know we're in the process of de-evolving this roadway. If it wasn't for my own slowness the roadway would already be de-evolved. I've let Debra know that I'm fine with Keenesburg exerting local regulatory control over new proposals since this is so close to being your roadway.

Any needed permits to authorize work in the state ROW for a brief period of time will simply be pass thru permits which I'll expedite in line with the turnaround times for your own local permits.

Thanks,
Tim

On Wed, Jun 10, 2020 at 4:56 PM THDLLC <toddhodgesdesign@qwestoffice.net> wrote:

Please find attached a referral request from the Town of Keenesburg for an application submitted for the Market Street Business Park amended final plat.

The link to the submittal documents is below.

<https://www.dropbox.com/sh/5ag4eoaxe0z6xox/AABVacdrgQZorh7Vr50IUbvGa?dl=0>

Todd A. Hodges, Principal

Todd Hodges Design, LLC

970-215-4311



--

Tim Bilobran
Region 4 Permits Manager



O 970.350.2163 | C 970.302.4022 | F 970.350.2198
timothy.bilobran@state.co.us | codot.gov | www.cotrip.org
10601 W. 10th Street, Greeley, CO 80634

KEENESBURG PLANNING DEPARTMENT

DEVELOPMENT REVIEW REFERRAL

FROM: TODD HODGES, TOWN PLANNER

DATE: JUNE 10, 2020

PROJECT: Market Street Business Park amended Final Plat

INTERNAL DISTRIBUTION:

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

OUTSIDE DISTRIBUTION:

<input checked="" type="checkbox"/> SE Weld Fire Protection District	<input checked="" 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 checked="" 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: July 2, 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: Southeast Weld Fire District does not have any issues with the amended final plat.

THDLLC

From: Kathleen Kelly <kathleen@kellypc.com>
Sent: Thursday, June 25, 2020 3:20 PM
To: Debra Chumley
Cc: Christina Fernandez (tokclerk@rtebb.net); Teri Smith (townofkeene@rtebb.net); Todd Hodges; Kent Bruxvoort (kent.bruxvoort@pec1.com)
Subject: Market St Business Center Revised Plat -- Draft PC Resolution
Attachments: Market St Business Center Revised Plat PC res.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, Debbie:

Attached is a draft Planning Commission resolution recommending approval with conditions of the revised Market Street Business Park Subdivision final plat (now tilted Market Street Business Center Subdivision). A title commitment was not included in the application materials, so one will need to be provided before recording. And since there are dedications, if the title commitment reflects a deed of trust a lienholder's consent will need to be added to the plat.

As with the XYZ resolution, I can add any other conditions once Todd completes his staff report (or Todd can revise the draft).

Let me know if you have any questions or need me to make any revisions. Thanks!

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



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RESOLUTION NO. PC2020-07

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLAT FOR THE MARKET STREET BUSINESS CENTER SUBDIVISION

WHEREAS, by Resolution No. 2019-58 adopted on November 18, 2019, the Board of Trustees approved with conditions preliminary and final plats for the Market Street Business Park Subdivision, which plat was not recorded; and

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Keenesburg a request for approval of a revised final plat for Market Street Business Park Subdivision, which is now known as the Market Street Business Center 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 revised 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 final plat for the Market Street Business Center Subdivision, subject to the following conditions, all of which conditions shall be met prior to recording.

1. Provide a current title commitment and revise the plat to include a lienholder consent if determined necessary by the Town.
2. A pdf of the final plat shall be sent to staff for review and approval prior to submitting the signed mylar.
3. Prior to finalizing the Subdivision Improvements Agreement the applicant shall adequately address any redlines provided by the Town Engineer for construction documents.

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

John Howell, Chair

ATTEST:

Teri Smith, Secretary

11/1/2019 10:06 AM [kmk] R:\Keenesburg\Subdivision\Market St Business Park\Prelim and Final Plat PC res.docx