



State Documentary Fee
Date: July 25, 2018
\$47.50

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on July 25th, 2018 by SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the City and County of Denver and State of Colorado for the consideration of (\$475,000.00) ***Four Hundred Seventy Five Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 8537 CR 51, KEENESBURG, CO 80643, County of Weld, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: 800 NORTH MARKET STREET, KEENESBURG, CO 80643

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matter (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other*

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

WILLIAM B. MARK MANAGER

State of Colorado)

City and County of DENVER)

The foregoing instrument was acknowledged before me on this day of July 25th, 2018 by WILLIAM B. MARK, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 3.17.19


Notary Public

ZACHARIA AJOUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104008018
MY COMMISSION EXPIRES 03/17/2019

When Recorded Return to: KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY
8537 CR 51, KEENESBURG, CO 80643





E-RECORDED

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SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 
WILLIAM B. MARK MANAGER

State of **Colorado**

)
)ss.
)

City and County of **DENVER**

The foregoing instrument was acknowledged before me on this day of **July 25th, 2018** by **WILLIAM B. MARK, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: **3-17-19**


Notary Public

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8537 CR 51, KEENESBURG, CO 80643



Exhibit A

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, 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 S 0° 15' 30" E, 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;

S 89° 44' 30" W, 30 FEET; S 0° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, 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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, ALONG THE WESTERLY LINE OF TRACT NO 2 DESCRIBED IN BOOK 1516 AT PAGE 619, A DISTANCE OF 36.16 FEET; THENCE N 56° 48' 30" E A DISTANCE OF 485.29 FEET; THENCE N 33° 45' 00" E A DISTANCE OF 66.31 FEET; THENCE N 00° 15' 30" W A DISTANCE OF 65.63 FEET; THENCE N 89° 14' 30" E 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:

S 00° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; AND S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.



LAND TITLE GUARANTEE COMPANY
195 SOUTH TELLURIDE ST #10
BRIGHTON, CO 80801
Phone: (303) 655-9973
Fax: (303) 393-4928

**"PURCHASERS"
STATEMENT OF SETTLEMENT**

PROPERTY ADDRESS: 800 NORTH MARKET STREET, KEENESBURG, CO 80643

SELLER(S): 9Q VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

BUYER(S): KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

SETTLEMENT DATE: July 25, 2018

DATE OF PRORATION: July 25, 2018

DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	475,000.00	
Earnest Money from LTGC - Earnest Money		5,000.00
Title Fees - Land Title Guarantee Company		
Total for Endorsements (DELETION)	85.00	
Tax Certificate	28.00	
Closing Fees - Land Title Guarantee Company		
Closing Fee	100.00	
Recording Fees - Land Title Guarantee Company		
Record Warranty Deed	18.00	
Statement of Authority	18.00	
Documentary Fee	47.50	
Real Estate Tax - WELD COUNTY TREASURER		
Current Year Property Taxes R5088786 01/01/2018 to 07/25/2018 @ \$5.6005/day		1,148.10
SubTotals	475,274.50	6,148.10
Due from Buyer/Borrower		469,126.40
Totals	475,274.50	475,274.50

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED
LIABILITY COMPANY

By:


RICHARD ROBERTSON-PRESIDENT

By:


CHRIS BAILEY VICE PRESIDENT

REAL ESTATE BROKER:

COLORADO TENDERFOOT PROPERTIES II INC


LIZ SAUTER

LAND TITLE CLOSING AGENT:


Debbie Pinkerton





**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980
(26 U.S.C. 1445) ("FIRPTA")**

**CERTIFICATION BY TRANSFEROR (ENTITY)
(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))**

To: **KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY**, (hereinafter referred to as the "Transferee").

Section 1445 of the Internal Revenue Code provides that a transferee of a U. S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which is legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest, by **SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY**, hereinafter referred to as the transferor, the undersigned hereby certifies the following on behalf of the transferor:

1. The transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulation);
2. The transferor is not a disregarded entity as defined in section 1.1445-2(b)(iii);
3. The transferor's U.S. employer identification number is [REDACTED]; and
4. The transferor's office address is:
[REDACTED]
5. The transferor understands that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement contained therein could be punished by fine, imprisonment, or both.
6. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the transferor (i.e. a responsible officer if a corporation, by a general partner if a partnership, and by a trustee or equivalent fiduciary of the case of a trust or estate).

All information required to be obtained in connection with document has been obtained from information supplied by the transferor to Land Title Guarantee Company. For privacy and security reasons, Land Title will retain this information. In the event you are contacted by the Internal Revenue Service concerning FIRPTA, please contact the Company immediately for a copy of this Affidavit which discloses the transferor's Tax Identification Number.

Date: 07/25/2018

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____

WILLIAM B. MARK MANAGER

State of Colorado

County of DENVER

Sworn to before me on this day of July 25th, 2018 by **WILLIAM B. MARK, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 3-14-19

Notary Public

**ZACHARIA AJOUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104008018
MY COMMISSION EXPIRES 03/17/2019**

Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, www.irs.gov/businesses/small/international
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Closing Instructions

Date: July 19, 2018

1. **PARTIES, PROPERTY.** SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY, Seller and KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, Buyer, engage Land Title Guarantee Company, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as 800 NORTH MARKET STREET, KEENESBURG, CO 80643 and more fully described in the Contract to Buy and Sell Real Estate, dated March 27, 2018, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.
2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.**
Closing Company ☒ Agrees ☐ Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled.
Closing Company ☒ Agrees ☐ Does Not agree to furnish copies of Exceptions.
3. **INFORMATION, PREPARATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver, and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **CLOSING FEE.** Closing Company will receive a fee of \$200.00 for providing closing and settlement services (Closing Fee).
5. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.
6. **DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.
7. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:
☐ Cashier's Check, at Seller's expense
☒ Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense
☐ Closing Company's trust account check
8. **CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.
9. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
10. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company (if the Earnest Money is held by the Closing Company) shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
11. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Closing Company shall not be required to take any action. Closing Company, at its option and sole subjective discretion, have several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company shall be authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company shall disburse the Earnest Money pursuant to the Order of the Court.
12. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
13. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration



Information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. **WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following (a) is foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. **ADDITIONAL PROVISIONS.** (The following provisions have not been approved by the Colorado Real Estate Commission)

16. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. **BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

18. **NOTICE, DELIVERY, CHOICE OF LAW.**

18.1. **Physical Delivery.** Except as provided in § 18.2, all notices must be in writing. Any notice or document to Buyer is effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

18.2. **Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only:

☒ Facsimile ☒ Email ☒ Internet ☐ No Electronic Delivery

Documents with original signatures shall be provided upon request of any party.

18.3. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Buyer's Name: **KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY**

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 
RICHARD ROBERTSON PRESIDENT

By: 
CHRIS BAILEY VICE PRESIDENT

Date: July 19, 2018

Address:

Phone No.:

Fax No.:

Electronic Address:

Seller's Name: **SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY**

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 
WILLIAM B. MARK MANAGER

Date: July 19, 2018

Address:

Phone No.:

Fax No.:

Electronic Address:

Closing Company's Name: **Land Title Guarantee Company**

Authorized Signature: Debbie Pinkerton

Title: Closing Agent

Date: July 19, 2018

Address: 195 SOUTH TELLURIDE ST #10 BRIGHTON, CO 80801

Phone No.: (303) 655-9973

Fax No.: (303) 293-4928

Electronic Address: dpinkerton@ltgc.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

COLORADO TENDERFOOT PROPERTIES II INC (Broker)

☐ Working with Seller ☐ Working with Buyer

engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$5.00 at the sole expense of Broker, the following documents:

☒ Deed ☒ Bill of Sale ☐ Colorado Real Estate Commission-
Approved Promissory Note

☐ Colorado Real Estate Commission-
Approved Deed of Trust

Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: **COLORADO TENDERFOOT PROPERTIES II INC**

Broker's Name: **CHRISTINE CURL**

COLORADO TENDERFOOT PROPERTIES II INC

Christine Curl
CHRISTINE CURL

Date: 7/25/18

Closing Company's Name: **Land Title Guarantee Company**

Authorized Signature: Debbie Pinkerton

Title: Closing Agent Date: _____

Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: 800 NORTH MARKET STREET, KEENESBURG, CO 80643

Tax Schedule Number: R5086786

Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy

Land Assessment 2017: \$26,270.00

Improvement Assessment 2017: \$0.00

Mill Levy 2017: 77.6140

Percentage of Tax: 100.000%

Total Estimated Taxes: \$2,044.17

☐ Other:

This adjustment shall be:

☒ A final settlement.

☐ Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

☐ No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

☐ Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of \$0.00, with the total payoff amount of this assessment being \$0.00. This assessment will be fully paid on _____.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of July 25th, 2018

Seller(s)

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

WILLIAM B. MARK MANAGER

Buyer(s)

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

RICHARD ROBERTSON PRESIDENT

By: 

CHRIS BAILEY VICE PRESIDENT



Utility Agreement

No Adjustment for Water and Sewer

At the closing of 800 NORTH MARKET STREET, KEENESBURG, CO 80643 (Property Address) on July 25th, 2018 (Date), by Land Title Guarantee Company, both the Buyer(s) and Seller(s) fully understand that Land Title Guarantee Company DOES NOT notify the telephone company, the electric and/or gas company(s), the cable company or the Seller's present insurance company to cancel or transfer to the new owners, any of the above.

IT IS THE SELLER(S) RESPONSIBILITY to call the gas and/or electric company for a final reading and to give them your forwarding address for the final bill. It is also the Seller(s) responsibility to notify your telephone company, cable company, trash company and your present insurance agent.

IT IS THE BUYER(S) RESPONSIBILITY to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

The final reading of the metered water/sewer account or the proration of the standard bill is to be handled on 07/25/2018.

LAND TITLE GUARANTEE COMPANY is escrowing _____ from the Seller(s) and/or \$ _____ from the Buyer(s).

The Parties hereto further agree to the following:

* It is hereby agreed by the undersigned Seller(s) and Buyer(s) that Land Title Guarantee Company has not asked for a final reading of the metered water and sewer account or calculated any escrows or prorations of any standard bills, included water, sewer and storm drainage. Furthermore, Land Title Guarantee Company makes no representations or guarantee as to the status of said account(s). The Seller(s) and Buyer(s) herein agree to hold Land Title Guarantee Company or its underwriter harmless for any penalties for non-payment.

FURTHER, Seller acknowledges that there [] is [X] is not currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association. Land Title Guarantee Company is hereby instructed to pay the amount stated on said status letter.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.

This Agreement was made and executed this day of July 25th, 2018

Seller:

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

WILLIAM B. MARK MANAGER

Buyer:

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

RICHARD ROBERTSON PRESIDENT

By:

CHRIS BAILEY VICE PRESIDENT



DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of July 25th, 2018.

Seller(s):

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

WILLIAM B. MARK MANAGER

Buyer(s):

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

RICHARD ROBERTSON PRESIDENT

By: 

CHRIS BAILEY VICE PRESIDENT

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

☐
☐
☐

Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



**Bill of Sale
(Residential)**

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY of the City and County of Denver, State of Colorado, (Seller), for and in consideration of \$10.00 ("Ten and 00/100") Dollars, to Seller in hand paid, at or before the sealing or delivery of these presents by **KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY**, of the County of Weld, in the State of Colorado, (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby grant and convey unto the said Buyer, Buyer's personal representatives, successors and assigns, the following property, all as stated in Section 2.5 Inclusions and 2.6 Exclusions of the Contract to Buy and Sell Real Estate (Residential) dated March 27, 2018 and entered into between the Seller and Buyer:

2.5.1 Inclusions-Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennae, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☒ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of the Contract, such additional items are also included in the Purchase Price.

2.5.2 Inclusions - Not Attached. If on the Property, whether attached or not on the date of the Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3 Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except NONE.

2.5.4 Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

2.6 Exclusions. The following items are excluded: NONE

Located at **800 NORTH MARKET STREET, KEENESBURG, CO 80843**

TO HAVE AND TO HOLD the same unto the said Buyer, Buyer's personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, Buyer's personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of the property, goods, and chattels, against all and every person or persons whomsoever. When used herein, the singular shall include the plural.

Executed, by the Seller on July 25th, 2018

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: 

WILLIAM B. MARK MANAGER



Approval of Deed, Bill of Sale and Tenancy

The undersigned KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY Buyer(s) hereby acknowledge that they intend to take title to the following described property:

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF TRACT 2 DESCRIBED IN INSTRUMENT RECORDED NOVEMBER 6, 1968 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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, 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 S 0° 15' 30" E, 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:

S 80° 44' 30" W, 30 FEET; S 0° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, 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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, ALONG THE WESTERLY LINE OF TRACT NO 2 DESCRIBED IN BOOK 1516 AT PAGE 619, A DISTANCE OF 36.16 FEET; THENCE N 56° 48' 30" E A DISTANCE OF 485.29 FEET; THENCE N 33° 45' 00" E A DISTANCE OF 66.31 FEET; THENCE N 00° 15' 30" W A DISTANCE OF 65.63 FEET; THENCE N 80° 14' 30" E 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:

S 00° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; AND S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.

As ☐ Joint Tenants ☐ Tenants In Common ☒ Other IN SEVERALTY

Whose mailing address is: 8637 CR 51, KEENESBURG, CO 80643

They have reviewed the SPECIAL WARRANTY DEED and Bill of Sale dated July 25th, 2018 from SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY to KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY and by their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: July 25, 2018

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

RICHARD ROBERTSON PRESIDENT

By:

CHRIS BAILEY VICE PRESIDENT



Purchaser's Final Affidavit and Agreement

File No: 25156845

RE: Real property and improvements located at: **800 NORTH MARKET STREET, KEENESBURG, CO 80643**, in the County of Weld State of Colorado, and more particularly described in the Commitment issued under the above Commitment No. 25156845 (the "Property").

See attached "Exhibit A"

The Purchaser (the "Purchaser") of the Property, hereby makes the following representations to Land Title Guarantee Company, and any title insurance company for which the Company is agent (collectively the "Company"), with full knowledge and intent that the Company shall rely thereon:

1. The Purchaser has not contracted with, or hired, any person or contractor to furnish services, labor or materials, including any person to furnish architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance, of Improvements on the Property, within the last 120 days.
2. If any person or contractor, within the last 120 days, has furnished services, labor or materials, including any person who has furnished architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance of Improvements on the Property, at the request or on behalf, of the Purchaser, such person or contractor has been paid in full. A complete description of such work or service with all payment information is attached.
3. The Purchaser has not entered into any contract or other agreement creating any right, interest or lien on the Property, or whereby the Property or any portion thereof has been leased. (If all or a portion of the Property is in possession of tenants, or under lease, attach a detailed rent roll with copies of the lease agreement(s)).
4. The Purchaser has taken, or will take, possession of the premises on 07/25/2018.
5. The full purchase price has been paid by the Purchaser to Seller.

In light of the foregoing facts and representations, the Purchaser, in consideration of the issuance by the Company of a policy of Title Insurance covering Property, in the form set out in the Commitment, hereby promises, covenants and agrees to hold harmless, protect and indemnify the Company, from and against those liabilities, losses, damages, expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation which the Company may incur, arising out of any inaccuracies in the above representations.

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED
LIABILITY COMPANY

By: _____

RICHARD ROBERTSON PRESIDENT

By: _____

CHRIS BAILEY VICE PRESIDENT

State of Colorado)

)ss.

County of ADAMS)

The foregoing Final Affidavit and Agreement was subscribed and affirmed before me on this day of July 25th, 2018 by RICHARD ROBERTSON, PRESIDENT AND CHRIS BAILEY, VICE PRESIDENT OF KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: _____

8/24/21

Notary Public

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



Exhibit A

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, 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 S 0° 15' 30" E, 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;

S 89° 44' 30" W, 30 FEET; S 0° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.

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S 00° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; AND S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.



State Documentary Fee
Date: July 25, 2018
\$47.50

Special Warranty Deed
(Pursuant to 38-90-115 C.R.S.)

THIS DEED, made on July 25th, 2018 by SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the City and County of Denver and State of Colorado for the consideration of (\$475,000.00) ***Four Hundred Seventy Five Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 8537 CR 51, KEENESBURG, CO 80643, County of Weld, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: 800 NORTH MARKET STREET, KEENESBURG, CO 80643

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matter (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

WILLIAM B. MARK MANAGER

State of Colorado)

) ss.

City and County of DENVER)

The foregoing instrument was acknowledged before me on this day of July 25th, 2018 by WILLIAM B. MARK, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires:

3-17-19

Notary Public

ZACHARIA AJOUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID-20104008018
MY COMMISSION EXPIRES 03/17/2019

When Recorded Return to:

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY
8537 CR 51, KEENESBURG, CO 80643



Exhibit A

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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 N 52° 37' 30" W, 1677.4 FEET; THENCE N 0° 45' W, 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 S 0° 15' 30" E, ALONG THE WEST LINE OF MARKET STREET, 585 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:

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EXCEPT A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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S 00° 15' 30" E, 74.8 FEET; S 33° 45' W, 81.6 FEET; AND S 56° 48' 30" W, 511.6 FEET TO THE POINT OF BEGINNING.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:
- | | |
|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Trust |
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is **8537 CR 51, KEENESBURG, CO 80643**
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **RICHARD ROBERTSON, PRESIDENT AND CHRIS BAILEY, VICE PRESIDENT**
6. The authority of the foregoing person(s) to bind the entity: ☒ is² not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property: **NONE**
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this this day of July 25th, 2018

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By:


RICHARD ROBERTSON PRESIDENT

By:


CHRIS BAILEY VICE PRESIDENT

State of Colorado

)

)ss.

County of ADAMS

)

The foregoing instrument was acknowledged before me on this day of July 25th, 2018 by **RICHARD ROBERTSON, PRESIDENT AND CHRIS BAILEY, VICE PRESIDENT OF KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires:


Notary Public

WHEN RECORDED RETURN TO: **KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY**

**8537 CR 51
KEENESBURG, CO 80643
Attn:**

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



¹This form should not be used unless the entity is capable of holding title to real property.



^aThe absence of any limitation shall be prima facie evidence that no such limitation exists.
^aThe statement of authority must be recorded to obtain the benefits of the statute.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY
2. The type of entity is a:
- | | |
|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Trust |
3. The entity is formed under the laws of _____
4. The mailing address for the entity is **2460 W. 26TH AVE. STE 25C, Denver, CO 80211**
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **WILLIAM B. MARK, MANAGER OR DANIEL M. QUINN, MANAGER**
6. The authority of the foregoing person(s) to bind the entity: ☐ is² not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this ~~this~~ day of July 25th, 2018

SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____

WILLIAM B. MARK MANAGER

By: _____

DANIEL M. QUINN MANAGER



State of Colorado

County of ~~ADAMS~~ Denver

)
)ss.
)

The foregoing instrument was acknowledged before me on this day of July 25th, 2018 by WILLIAM B. MARK, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 3-17-19

State of Colorado

County of ADAMS

)
)ss.
)

The foregoing instrument was acknowledged before me on this day of July 25th, 2018 by DANIEL M. QUINN, MANAGER OF SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires:

10/22/2020

Notary Public

Notary Public

ZACHARIA AJOUR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104008018
MY COMMISSION EXPIRES 03/17/2019

AMY J. ROE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124068602
MY COMMISSION EXPIRES OCTOBER 22, 2020

WHEN RECORDED RETURN TO: SQ VENTURE LLC, A COLORADO LIMITED LIABILITY COMPANY
2480 W. 26TH AVE. STE 25C
Denver, CO 80211
Attn: WILLIAM B. MARK AND DANIEL M. QUINN

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.

REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
800 NORTH MARKET STREET, KEENESBURG, CO 80643
2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res ☐ Commercial
☐ Industrial ☐ Agricultural ☐ Mixed Use ☐ Vacant Land ☐ Other _____
3. Date of Closing: July 25, 2018
Date of Contract if different than date of closing: March 27, 2018
4. Total sale price: Including all real and personal property. \$475,000.00
5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☐ No If yes, approximate value \$ _____ Describe: _____
6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, value \$ _____
If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No
7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.
☒ Yes ☐ No If no, interest purchased: _____ %
8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
☐ Yes ☒ No
9. Check any of the following that apply to the condition of the improvements at the time of purchase:
☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

If the property is financed, please complete the following:

10. Total amount financed: \$ _____
11. Type of financing: \$ _____
(Check all that apply)
☐ New ☐ Assumed ☐ Seller ☐ Third Party ☐ Combination; Explain



12. Terms:

☐ Variable Starting interest rate % _____
☐ Fixed Interest rate % _____
Length of time _____ years
Balloon Payment ☐ Yes ☐ No If yes, amount \$0.00 Due Date _____

13. Mark any that apply:

☐ Seller assisted down payment
☐ Seller concessions
☐ Special terms of financing.

If marked, please specify: _____

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☒ No
If yes, franchise or license fee value? _____
15. Did the purchase price involve an installment land contract? ☐ Yes ☒ No
If yes, date of contract: _____
16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?
☐ Yes ☐ No

Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed on this day of July 25, 2018

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of ☒ Grantee(Buyer) ☐ or Grantor(Seller)

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____

RICHARD ROBERTSON PRESIDENT

By: _____

CHRIS BAILEY VICE PRESIDENT

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

KEENE LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY

8537 CR 51, KEENESBURG, CO 80843

Phone: _____

Email: _____

Date: July 18, 2018

To: KEENE LAND HOLDINGS LLC

Dear KEENE LAND HOLDINGS LLC,

In order to facilitate the closing of the property located at 800 NORTH MARKET STREET, KEENESBURG, CO 80643, we need to complete a Statement of Authority to satisfy the title commitment requirements.

Please give us the following information:

1. Name of the entity KEENE LAND HOLDINGS, LLC
2. The type of entity is an ☒ LLC ☐ Trust ☐ Partnership
3. The entity is formed under the laws of Colorado
4. The mailing address of the entity 8537 CR 51
Keenesburg CO
80643
5. The name(s) and position(s) of each person authorized to execute instruments to convey or encumber real property
Richard Robertson - President
Chris Bailey - Vice-President
6. The authority of the person(s) above are limited as follows: _____
or n/a N/A

Please print legibly so that we may complete the original Statement of Authority to be signed at closing or to be included in your closing package. We will need the completed form returned to us no later than .

Sincerely,

Debbie Pinkerton



LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

Keene Land Holdings, LLC

Pursuant to § 7-80-108

FORMED IN THE STATE OF COLORADO

This Agreement, entered into on July 10th, 2018, is a

(Check One)

☐ - SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between _____, LLC, a _____ (State) LLC (the "Company") and _____ of _____ (Address), hereinafter known as the "Member"

☒ - MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between
Richard Robertson, of 8537 CR 51 Keenesburg, CO 80643 (Address),
Chris Bailey, of 30307 CR 8 Kennesburg, CO 80643 (Address),
_____ of _____ (Address),
hereinafter known as the "Members"

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Colorado and set forth the terms herein of the Company's operation and the relationship between Member(s).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company shall be Keene Land Holdings, LLC. The principal place of business of the Company shall be at 8537 CR 51, City of Keenesburg, in the State of Colorado or at such other place of business as the Member(s) shall determine.

2. Formation

The Company was formed on July 10th, 2018, when the Member(s) filed the Articles of Organization with the office of the Secretary of State of the State of Colorado pursuant to the statutes governing limited liability companies in the State of Colorado (the "Statutes").



The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

(Check One)

☐ - SINGLE-MEMBER: A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

☒ - MULTI-MEMBER: The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
Richard Robertson	50 %
Chris Bailey	50 %
	%

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

7. Books, Records and Tax Returns

(Check One)

☐ - SINGLE-MEMBER: The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.



☒ - MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Colorado.

(Check One)

☐ - SINGLE-MEMBER: _____, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.



☒ - MULTI-MEMBER: Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$⁰_____.00; lend any Company funds or other assets to any person in an amount or with a value in excess of \$⁰_____.00; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$⁰_____.00; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$⁰_____.00, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

(Check if Applicable)

☒ - MULTI-MEMBER: Meetings of Members

The annual meeting of the Members shall be held on the 15th/monthly (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any ____ Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at



any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(Check if Applicable)

☒ - MULTI-MEMBER: Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

(Check One)

☐ - SINGLE-MEMBER: Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

■ - MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

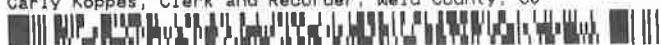
If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

(Check if Applicable)

■ - MULTI-MEMBER: Admission of New Members



The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

(Check if Applicable)

☒ - MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to an Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.



An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

10. Dissolution and Liquidation

(Check One)

☐ - SINGLE-MEMBER: The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

☒ - MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions



necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

11. Representations of Members

(Check if Applicable)

☒ - MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.



12. Certificates Evidencing Membership

(Check if Applicable)

☒ - MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Keene Land Holdings, LLC, dated effective as of July 10th, 2018, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

13. Notices

(Check if Applicable)

☒ - MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

14. Arbitration

(Check if Applicable)

☒ - MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

15. Amendments



(Check if Applicable)

☒ - MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

16. Indemnification

- a) SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.



Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

17. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Colorado. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.



Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

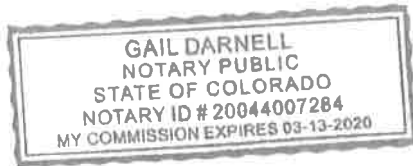
No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18 day of

July, 20 18.

Keene Land Holdings, LLC

By: Gail Darnell



[Signature]

Member Signature

[Signature]

Member Signature

Member Signature

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 apshalt)	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	
5.24 8" PVC (C900) Watermain w/ restraints for each fitting - Internal Road (Optional)	If	455	55	
5.25 6" DIP Hydrant/Fire Runs - each joint and fitting restrained	If	28	100	
5.26 Hydrant/Fire Tee & G.V. (6" GV on FH run, 8" GV on main)	each	1	2,500	
5.27 Fire Hydrants	each	1	5,000	
5.28 Service line taps	each	3	250	
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	lf	121	80	9,680
6.02 36" RCP	lf	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	lf	32	75	2,400
6.07 24" RCP	lf	46	80	3,680
6.08 30" RCP	lf	36	85	3,060
6.09 36" RCP	lf	238	90	21,420
6.10 42" RCP	lf	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	lf	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	lf	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	
7.06 48 inch diameter Manholes	each	2	3,500	
7.07 Service line taps	each	3	250	
RE-3J Sanitary Main Extension				
7.08 8" PVC SDR-35 Main (7 ft average bury)	lf	330	50	
7.09 48 inch diameter Manholes	each	3	3,500	
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	6,000
SUBTOTAL				18,500
TOTAL ESTIMATED COST	(rounded)			1,098,000
CONTINGENCY	(10%)			109,800
GRAND TOTAL ESTIMATED COST	(rounded)			1,208,000

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

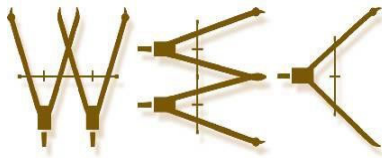
Legal Description Attached Exhibit A

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 to 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 |

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 be "Chadwin F. Cox", written over a faint rectangular stamp.

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

Encl. Final Plat Application package



LAND SERVICES
OIL AND GAS TITLE

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

A handwritten signature in blue ink, appearing to read "Cynthia A. E. Zeren", is written over a horizontal line.

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.**

Date: July 12, 2019

ZEREN LAND SERVICES

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
AFFIDAVIT OF INTERESTED LAND OWNERS
SURFACE ESTATE

5/21/2020
2:39:08 PM

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Signature

Date

Property Owners Within 300 Feet of Parcel # 130526200004

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
AFFIDAVIT OF INTERESTED LAND OWNERS
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Signature

Date

Property Owners Within 300 Feet of Parcel # 130526200004

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
AFFIDAVIT OF INTERESTED LAND OWNERS
SURFACE ESTATE

5/21/2020
2:39:08 PM

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Signature

Date

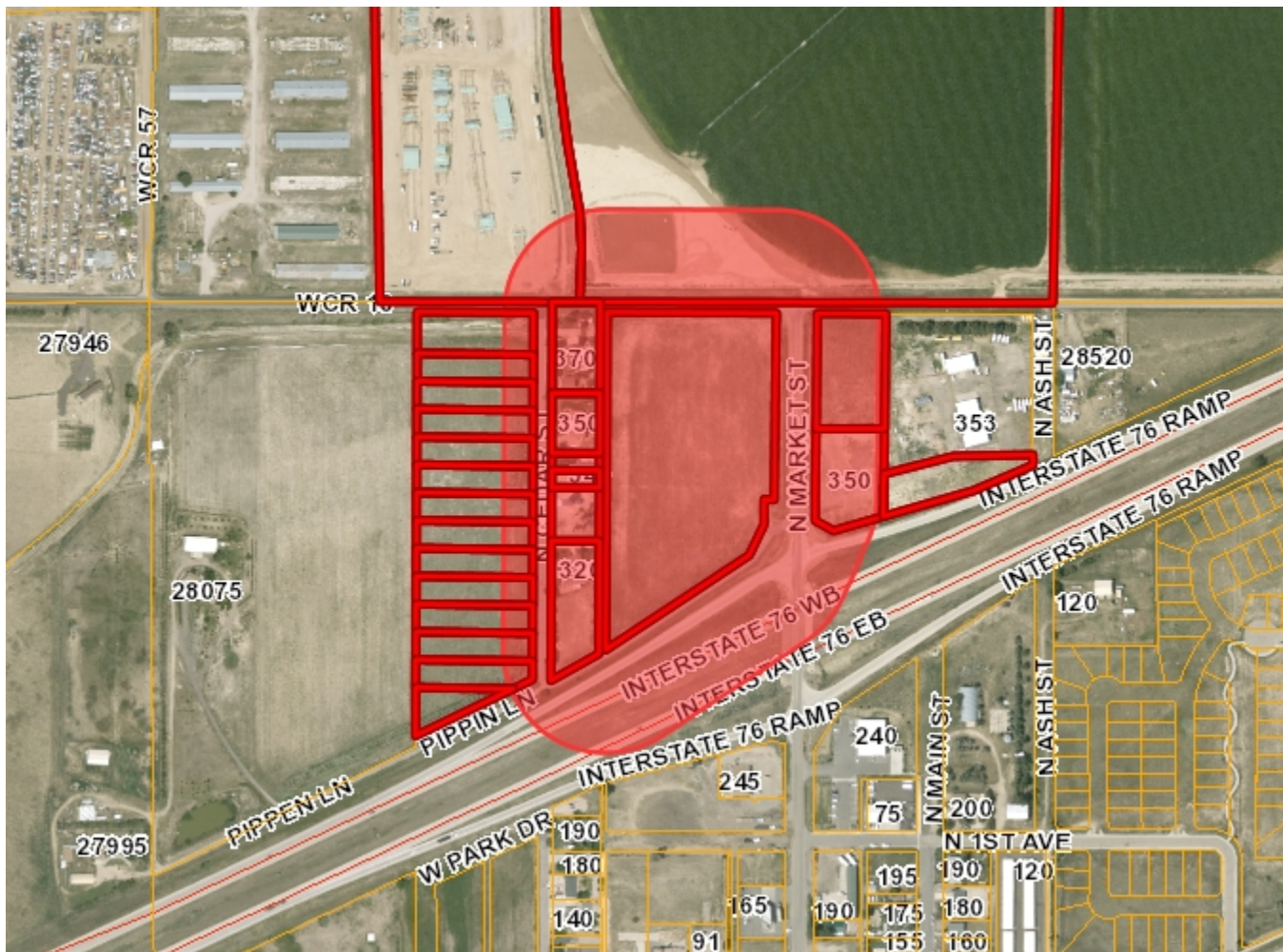
Property Owners Within 300 Feet of Parcel # 130526200004

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

5/21/2020
2:39:08 PM

Signature

Property Owners Within 300 Feet of Parcel # 130526200004



**TOWN OF KEENESBURG
NOTICE 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

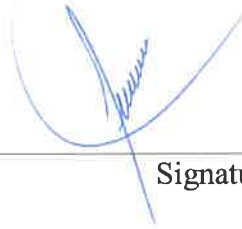
My commission expires: _____

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

Part of the Northwest 1/4 of Section 26,
Township 2 North, Range 64 West of the 6th P.M.,
Town of Keenesburg, County of Weld, State of Colorado.

DIAMOND K SUBDIVISION

WELD COUNTY ROAD 18

LOT 1
86,283 S.F. +/-
1.98 Ac. +/-

LOT 2
44,276 S.F. +/-
1.02 Ac. +/-

LOT 3
45,533 S.F. +/-
1.04 Ac. +/-

LOT 4
35,193 S.F. +/-
0.81 Ac. +/-

LOT 5
118,921 S.F. +/-
2.73 Ac. +/-

TRACT A - 15,997 S.F. +/- 0.37 Ac. +/-

TRACT B - 11,649 S.F. +/- 0.27 Ac. +/-

TRACT C - 28,562 S.F. +/- 0.66 Ac. +/-

VETERANS DRIVE
(60' RIGHT-OF-WAY)

INTERSTATE 76
(536' RIGHT-OF-WAY)

10' DRAINAGE & UTILITY EASEMENT

20' ACCESS & UTILITY EASEMENT

20' STORM SEWER EASEMENT

20' UTILITY EASEMENT

8' VACATED ALLEY & EASEMENT RESERVATION
(REC. NO. 4162914)

UNPLATTED REC. NO. 2974664

UNPLATTED BK 1567 PG 64 REC. NO. 2511244

UNPLATTED BK 619 PG 318 REC. NO. 343949

UNPLATTED REC. NO. 4359842

UNPLATTED REC. NO. 01931476

NORTH CEDAR STREET
(REC. NO. 1863665)

WESTERLY LINE OF SPRUCE STREET (AKA N. CEDAR STREET) AS DESCRIBED AT REC. NO. 2665187

GRAPHIC SCALE 1"=60'

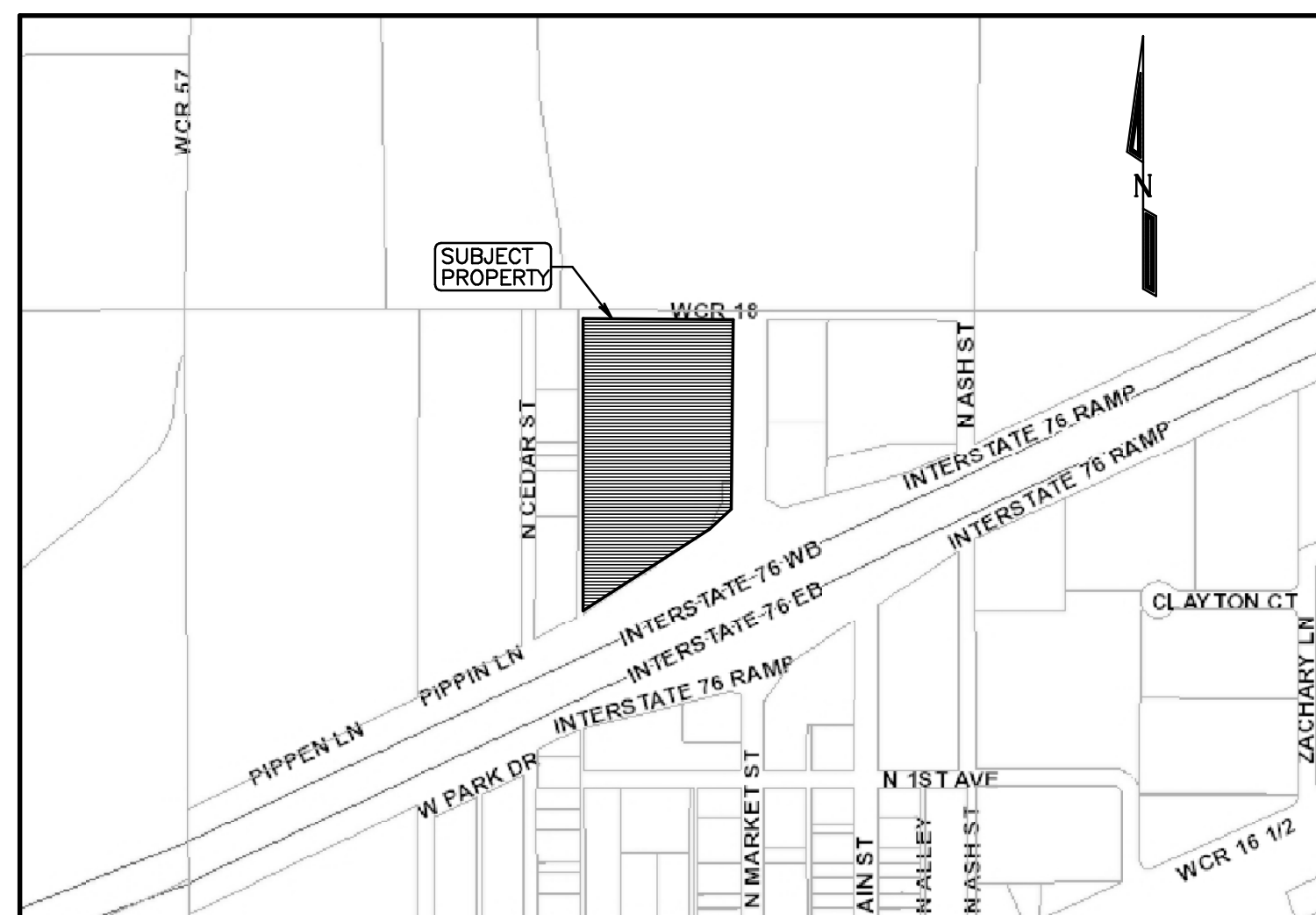
0 60 120

- 1) BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 89°26'13" EAST, AS MONUMENTED ON THE EAST LINE OF SECTION 26, T.2N, R.64W, 6TH P.M., ITS BEARING IN MONUMENT BOX AND ON THE WEST END OF THE REBAR WITH A 1/4" ALUMINUM COW PLS 37971 IN MONUMENT BOX, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.
- 2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 3) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON ANY DEFECT IN THIS SURVEY WITHIN ONE YEAR OF YOUR FIRST DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 5) ALL DISTANCES SHOWN HEREON ARE REPORTED IN U.S. SURVEY FEET.
- 6) TRACT A AND TRACT B AS SHOWN HEREON ARE DESIGNATED AS LANDSCAPE BUFFER AND OPEN SPACE. TRACT C SHOWN HEREON IS DESIGNATED AS DETENTION POND AND OPEN SPACE.

◆ = ALIQUOT MONUMENT, AS NOTED.
 ● = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 37971
 ■ = FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 6973.
 □ = FOUND 1/2" REBAR WITH RED PLASTIC CAP, PLS 12330.
 ◆ = FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 2730.
 □ = FOUND 5/8" REBAR.
 (M) = AS MEASURED BY THIS SURVEY.
 (R) = MEASUREMENT OF RECORD.

LINE	BEARING	DISTANCE
L1	S38°33'29"W	40.72'
L2	N38°33'29"E	40.72'
L3	N45°22'44"W	61.27'
L4	N41°40'10"W	32.77'
L5	S65°40'21"W	21.81'
L6	N43°39'22"W	20.15'
L7	N24°46'08"W	24.64'
L8	S46°56'15"W	42.25'
L9	S68°48'52"W	38.99'
L10	N35°00'21"W	6.63'
L11	S45°59'39"W	20.00'
L12	S35°00'21"E	8.71'

LINE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	330.00'	207.78'	36°04'30"	N56°35'44"E	204.36'
C2	270.00'	239.76'	50°52'43"	N63°59'51"E	231.98'
C3	230.00'	293.04'	50°52'43"	S63°59'51"W	283.51'
C4	270.00'	154.87'	32°51'51"	S45°59'25"W	152.75'
C5	270.00'	32.08'	68°48'29"	N68°01'25"E	32.06'
C6	270.00'	122.79'	26°03'22"	N51°35'10"E	121.73'
C7	330.00'	31.34'	05°26'32"	S71°54'44"W	31.33'
C8	330.00'	103.65'	17°59'46"	S60°11'35"W	103.62'
C9	330.00'	72.78'	12°38'12"	S44°52'35"W	72.63'
C10	300.00'	21.52'	41°05'53"	N21°07'14"W	21.08'
C11	100.00'	53.33'	30°33'29"	N18°06'28"E	52.70'
C12	330.00'	107.44'	19°33'59"	S19°33'59"E	108.67'
C13	230.00'	107.44'	18°39'16"	N47°52'56"E	106.92'
C14	330.00'	154.87'	89°44'06"	S45°41'44"E	40.99'
C15	16.00'	25.21'	90°15'54"	N44°18'16"E	22.68'
C16	16.00'	25.06'	89°44'06"	N45°41'44"W	22.58'



KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26 TO BEAR NORTH 89°26'13" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THEREON;
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°26'13" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26; A DISTANCE OF 1319.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°26'13" EAST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 513.73 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF MARKET STREET; THENCE SOUTH 89°26'13" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF MARKET STREET, TO THE EXTENSION THEREOF; A DISTANCE OF 679.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 76 AS DESCRIBED IN DEED RECORDED AUGUST 27, 1959 AS RECEPTION NO. 10,149,350 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH SOUTH 32°57'22" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 97.12 FEET; THENCE SOUTH 56°17'09" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 536.79 FEET TO THE SOUTHWEST CORNER OF THAT PORTION OF SAID SECTION 26 DESCRIBED IN DEED RECORDED AUGUST 27, 1959 AS RECEPTION NO. 10,149,350 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE NORTH 01°18'54" WEST, COINCIDENT WITH THE WEST LINE OF SAID PARCEL AND THE EAST LINE OF SAID ALLEY, A DISTANCE OF 142.41 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, 2015 AS RECEPTION NO. 4162914 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO, AND AS SHOWN ON VACATION PLAT RECORDED MARCH 21, 2007 AS RECEPTION NO. 3463507 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 452,308 SQUARE FEET OR 10.38 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS, LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF "MARKET STREET BUSINESS CENTER" AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR THE PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 20____.

FOR AND ON BEHALF OF: KEENE LAND HOLDINGS, LLC. A COLORADO LIMITED LIABILITY COMPANY

RICHARD L. ROBERTSON AS MANAGER

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME

BY: RICHARD L. ROBERTSON AS MANAGER OF
KEENE LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

THIS _____ DAY OF _____, A.D., 20_____

COUNTY OF _____ }
STATE OF _____ } SS

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

WITNESS MY HAND AND SEAL

THIS PLAT IS APPROVED BY THE TOWN OF KEENESBURG PLANNING COMMISSION
THIS _____ DAY OF _____, 20_____

CHAIRPERSON:

APPROVED BY THE TOWN BOARD OF KEENESBURG, COLORADO
THIS _____ DAY OF _____, 20____

MAYOR:

ATTEST: _____
TOWN CLERK:

I, CURTIS D. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP.

CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

