

STAFF REPORT

TO: PLANNING COMMISSION
FROM: TODD A. HODGES, PLANNER
SUBJECT: KLEVE MINOR SUBDIVISION

PC MEETING DATE: FEBRUARY 6, 2020

I. Attachments

1. Application
2. Plat
3. Referrals

II. Project Owners and Representatives:

III. Owners:

Kleveco Inc.
2278 Clancy Court
Brighton, CO 80601-3412

Applicant:

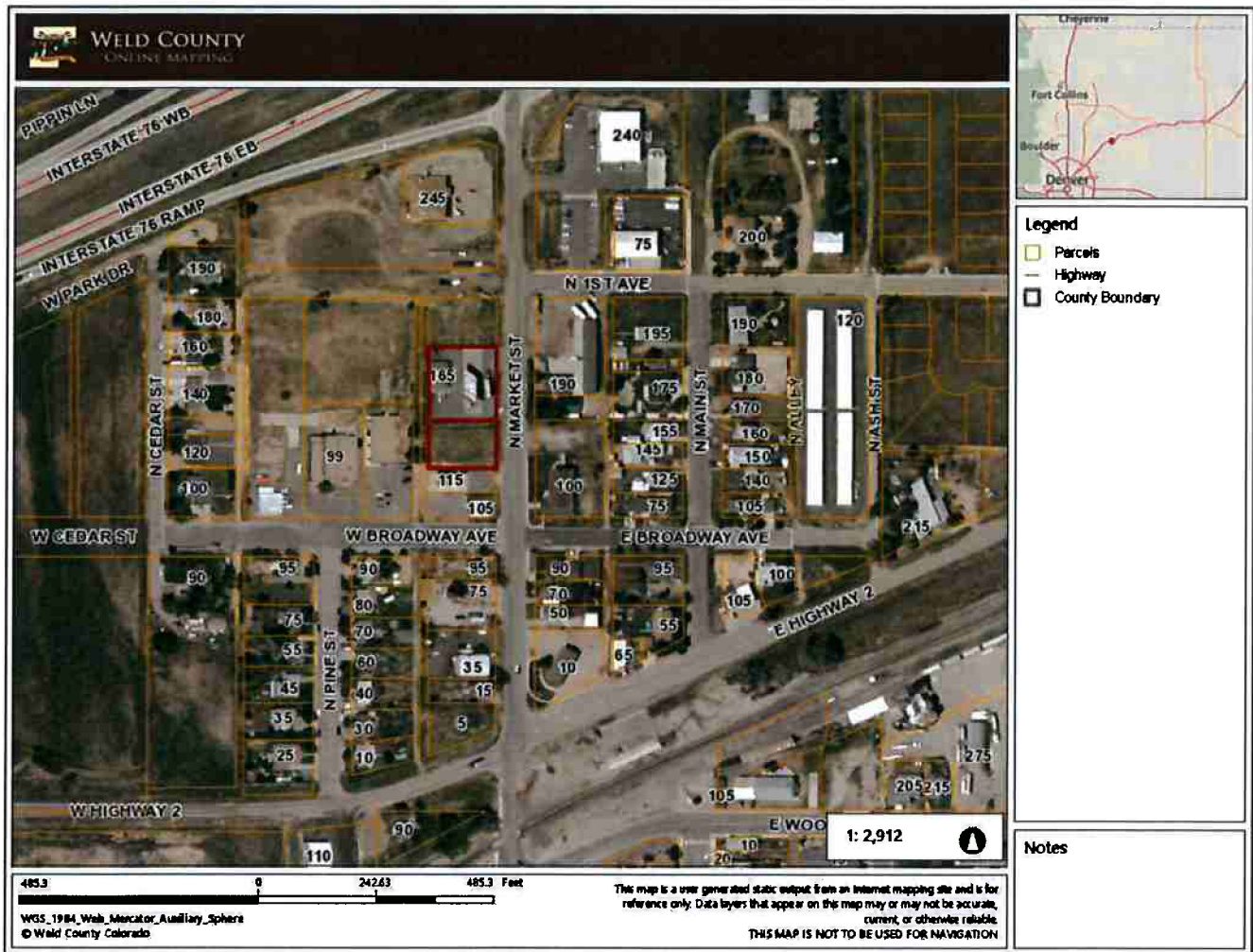
Ryan Kleve
165 Market Street
Keenesburg, CO 80643
(720)351-9905
rkleve@hotmail.com

Project Representative:

Ryan Kleve
165 Market Street
Keenesburg, CO 80643
(720)351-9905
rkleve@hotmail.com

IV. Location

This site is located at 165 Market Street, located on parcels 27-32 Block 24 of the Keenesburg Heights subdivision and to the immediate south of parcels 27-32 located at parcels 23-26 Block 24 of the Keenesburg Heights subdivision. See Attached aerial map.



III. Project Description

The land use application is for a minor subdivision. The applicant is seeking to combine parcel 3, lots 23-26 Block 24 with parcel 2, lots 27-32 Block 24 of the Keenesburg heights subdivision resulting in a combined lot total of 35,443 Sq. Ft. Both parcel 3 and parcel 2 are currently owned and maintained by Kleveco Inc. Current uses of parcel 2 consist of an 1800 Sq. Ft. convenience store built in 1981, four fuel pumping stations and a small asphalt lot. The site is currently served by two existing accesses off of North Market Street. Parcel 3, lots 23-26 is currently vacant with no existing structures on the site. Both properties are currently within Keenesburg's municipal boundaries and zoned Highway Commercial.

In addition to combining lots the applicant is proposing to construct a new 4500 sq. ft. convenience store and the application is being reviewed concurrently through the site plan review process through staff.

Both parcels are currently zoned Commercial Highway (CH) under the Town of Keenesburg code.

Current Municipal Services for the Site:

Water: Town of Keenesburg

Sewer: Town of Keenesburg

Electric: United Power

Natural Gas: Atmost Energy

Safety: Lochbuie Police Department

This project is going through the minor subdivision review process because it requires a replat of a previously approved final subdivision plat, which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location or type of public improvements, easements, arrangement of streets, open space or utilities.

VIII. Findings/Conclusions

After review of the Comprehensive Plan, Municipal Code and referral comments, staff finds that.

1. The Comprehensive Plan designates the property as Highway Commercial use and therefore the proposed minor subdivision is consistent with the Comprehensive Plan and current zoning of Highway Commercial

The adjacent property owners were notified as required for the submittal, the site was posted and public notice was placed in the paper concerning the public meetings for this request.

At the time this report was written, there have been no written objections filed with the Town concerning the proposed preliminary or first filing. Referrals were sent to the list attached to this report. Written correspondence was received from the Town Engineer, CDOT and Weld County Planning. The referral responses are attached to this report.

IX. Recommendation

Based upon the findings identified in this report, staff recommends approval of the Klevé

minor subdivision with the following conditions:

1. Prior to recording the applicant shall address any redlines provided by staff.
2. Prior to recording the applicant shall obtain approval of the site plan.
3. If the property is encumbered by liens or mortgages a consent certificate will be added to the plat to indicate the lender's consent to the plat and joining in the dedication of the access easement.
4. Adequately address any referral comments received.
5. Adequately address if any infrastructure improvements that are proposed with this site plan and submit an improvements agreement for review and acceptance by the Board.

Filter: All

Qr nick



Folders

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Kathleen-attorney

Kent-engineer

RE 3J lift station (5)
Saved (13)

THD-Planner

Tom-Fire Chief

Upstate Colorado

USDA slip...e project (

Water wast...aster plan

Weld County (2)

Subject

From

Date

Size

RE: Kleve's minor subdi...	Nick Cotton-Baez	Thu 09:22	43 KB
Master Meter Agreement	Nick Cotton-Baez	Wed 15:56	41 KB
FW: Kleve Enterprises S...	Nick Cotton-Baez	2020-01-21 09:23	45 KB
RE: RE: LGI Project	Nick Montalbano	2019-11-05 16:06	15 KB
RE: RE: LGI Project	Nick Montalbano	2019-11-05 14:13	14 KB
RE: LGI Project	Nick Montalbano	2019-11-04 16:51	26 KB
CORA Request	Nick Montalbano	2019-10-31 09:42	80 KB
RE: LGI Project	Nick Montalbano	2019-10-31 09:22	20 KB

Select: Shortcuts: Threads: Show previous messages 40 of 259

Subject RE: Kleve's minor subdivision PC staff report
From Nick Cotton-Baez

To 'THDLLC', 'Shawna Finkenbinder', Debra Chumley, 'Kent Bruxvoort', Kathleen Kelly

Date Thu 09:22

Hi Todd,

I have just a few minor suggested revisions to conditions 3, 4, and 5 on page 4 of the PDF:

3. If the property is encumbered by liens or mortgages, a consent certificate shall be added to the plat prior to its recording to indicate the lender's consent to the plat and joining in the dedication of the access easement.

4. Prior to recording, adequately address any referral comments received.

5. Prior to building permit issuance for development of the lot, enter into a subdivision improvements agreement and provide adequate financial guarantees for the public improvements shown on the site plan.

You might check with Debbie on the last condition if you haven't already, but I assume some sort of improvements agreement will be required for construction of the islands in the ROW.

Thank you,

Please attach the following:

- X 1. Completed land use application. (Site Plan app)
- X 2. Application fees and fee deposits with signed cost agreement.
- X 3. Detailed written description of the proposal (above)
- 4. Proof of ownership: Title commitment issued within 30 days of the application.
- N/A 5. Copies of any applicable state or federal permits for the proposed use.
- 6. Written certification that notice as required by Section 24-65.5-103(1), C.R.S., has been provided. Such certification may be submitted on the date of the initial public hearing referred to in Section 24-65.5-103(1), C.R.S. (mineral interest owner's notification certificate)
- N/A 7. Copy of any surface use agreement with mineral interest owners of the property.
- 8. Traffic Study. Requirements TBD pre-application meeting
- 9. Drainage study. Requirements TBD pre-application meeting
- 10. Soils Report. Requirements TBD pre-application meeting
- 11. Noise report. Requirements TBD pre-application meeting.
- X 12. Site plan and landscape plan maps. (shall show existing and proposed buildings, parking, landscape elements, lighting, drainage elements, utilities, public right-of-way and any other information deemed necessary by Town Staff. Plan shall include a vicinity map at an appropriate scale to show surrounding area)
- X 13. Full legal description of property in word format.
- 14. Such additional information that may be reasonably required by Town staff

All applications must follow the requirements set forth in the Keenesburg Municipal Code:

Sec. 16-2-190. Site plan review process.

(a) Purpose. The intent of the site plan review procedure is to promote efficient and orderly development of property in the Town. Site plan reviews require additional consideration to ensure that the permitted uses are compatible with existing and planned uses of the neighborhood.

(b) A site plan is required for uses in the following zone districts: Multifamily Residential District (R-3), Mobile Home Residential District (R-MH), Commercial Business District (CBD), Highway Commercial District (CH), Light Industrial District (LI), Heavy Industrial District (HI) and Public Zone District (PZ).

(c) No land, building or structure shall be changed in use or type of occupancy, developed, erected, constructed, reconstructed, moved or structurally altered or operated in any zone district that requires a site plan until a site plan has been approved.

(d) Building permits shall not be issued in a zone district that requires a site plan until the required site plan has been approved, any conditions of approval met and the site plan recorded by the Town Clerk.

(e) No site plan shall be required for:

(1) Normal repairs and maintenance of an existing building.

(2) Similar occupancy, unless it is determined that additional review is required by Town staff.

(3) Alterations which do not affect more than twenty-five percent (25%) of the square footage of an existing building or structure.

(4) Interior remodeling.

(f) Site plan review process.

(1) A preapplication meeting with Town staff is required prior to submittal of an application for site plan review. The applicant shall submit a brief description and location of the proposed use to the Town Clerk prior to establishing the preapplication meeting. The purpose of the meeting will be to discuss the Town's application requirements and process and other information relevant to the proposed application. A site visit may be scheduled if deemed necessary by Town staff.

(2) Neighborhood meeting. The applicant is encouraged to meet with adjacent landowners and homeowners' associations, when applicable, concerning the application. If a neighborhood meeting is held, it shall be after the preapplication meeting with Town staff.

(3) Application. The applicant shall submit an original and sufficient number of copies of the application materials, as determined by Town staff, for distribution and review by the Town and referral agencies.

(4) Referrals. When determined complete, the application will be sent to appropriate referral agencies, as determined by Town staff, and the referral agencies will be given a reasonable time to respond to the application. Comments submitted by referral agencies are recommendations to Town staff.

(g) Submittal requirements. The following shall be submitted as part of the application, except for those items specifically waived by Town staff, in writing, as being unnecessary to a decision on the application.

(1) Completed land use application.

(2) Application fees and fee deposits with signed fee agreement.

(3) A detailed written description of the proposal, acreage or square footage of the property, hours of operation, number of employees, number of patrons, members, buyers or visitors, existing zone district and existing land uses adjacent to the property.

(4) Proof of ownership acceptable to the Town Clerk or Town Attorney.

(5) Copies of any applicable state or federal permits for the proposed use.

(6) Written certification that notice as required by Section 24-65.5-103.3, C.R.S., has been provided. Such certification may be submitted on the date of the initial public hearing referred to in Section 24-65.5-103(1), C.R.S.

(7) Copy of any surface use agreement with mineral interest owners of the property.

(8) Traffic Study. Requirements to be determined in the preapplication meeting or at the request of CDOT.

(9) Drainage study. Requirements to be determined in the preapplication meeting.

(10) Soils report. Requirements to be determined at the preapplication meeting.

(11) Noise report. Requirements to be determined at the preapplication meeting.

(12) Site plan and landscape plan maps. Plans shall show existing and proposed, buildings, parking, landscape elements, lighting, drainage elements, utilities, public rights-of-way and any other information deemed necessary by Town staff. The plan shall include a vicinity map at an appropriate scale to show surrounding area.

(13) Such additional information that may be reasonably required by Town staff.

(h) Design requirements. The following design requirements shall be considered in the evaluation of a site plan:

(1) Conformance with all applicable provisions of the underlying zone district.

(2) Conformance with all applicable provisions of all related development plans, such as approved subdivision plats or PUD plans, or both.

(3) Conformance with all applicable parking and open space requirements, and any adopted architectural design standards.

(4) Compliance with utility requirements set forth in Chapter 17, Article VI of this Code.

(5) Compatibility with surrounding existing and proposed land uses.

(6) Conformance with state, federal and local environmental standards, including but not limited to air quality, water quality, glare and heat, noise, vibration, odors, hazardous materials, storage and disposal of waste, electromagnetic interference and radiation.

(7) Adequate facilities will be provided for pedestrians, bicyclists and motorists.

(8) Adequate public improvements, both on- and off-site, will be provided in a timely fashion.

(9) Any common areas serving the site are identified and adequate provisions are made for ownership and maintenance of such areas.

(i) If the Town Planner finds that all applicable design requirements set forth in Subsection (h) above are met by the proposed site plan, the site plan shall be approved. If one (1) or more design requirements are not met, the site plan shall be referred to the Planning Commission and Board of Trustees for public hearing in accordance with Section 16-1-80 of this Chapter.

(j) Recording. After conditions are met, the Town Clerk shall record the site plan with the County Clerk and Recorder.

(k) Changes to a site plan. Any major change to an approved site plan shall require an amendment, which shall be reviewed and considered for approval using the same procedure as a new application. Town staff shall determine whether a major change exists, in accordance with the criteria set forth in Subsection (e) of this Section.

(l) Operation and monitoring. The Town may establish and carry out procedures as are reasonably necessary to ensure compliance with the conditions of approval of a site plan.

(m) Revocation. Upon receipt of evidence that conditions of a site plan have not been met or operation of the property is not consistent with the approved uses, after providing the property owner with notice and following public hearings held before the Planning Commission and Board of Trustees, the site plan approval may be revoked, suspended or modified. (Ord. 2012-04, 2012, §35)

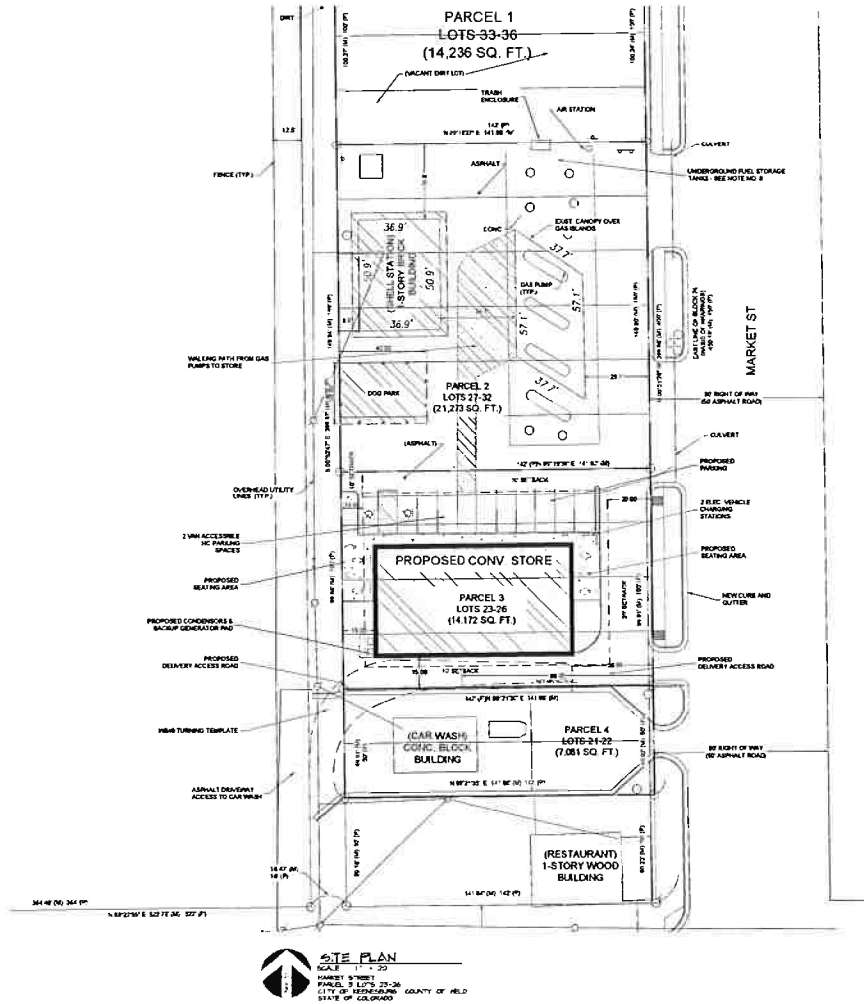
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2 COUNSEL REGARDING THE FACTS OF THE SUBJECT AND DOES NOT CONSTITUTE A SUMMARY OR SUMMARY
3 EVIDENCE ON FBI 602

4 NOTICE ACCORDING TO 28 USC 5302 (A) YOU MAY COMMENCE ANY LEGAL ACTION AGAINST ANY OR ONE OF THE
5 FOLLOWING: (1) THAT HAVE BEEN JUDICALLY ESTABLISHED BY THE COURT IN ANY CASE OR CASES
6 BASED UPON ANY DEFECT IN THIS SUIT; (2) COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE
7 CERTIFICATION IS COMPLETED.

8 DISTANCES FROM CERTIFICATION ARE ESTABLISHED IN THIS SUIT BY FACTS AND ARE DEFINED BY AN EXACTLY
9 IDENTICAL FACTURE.

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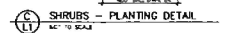
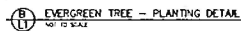
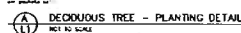
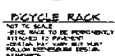
FREEMAN ARCHITECTS
200 E. Blackhawk Court, Suite 100
Denver, CO 80202
TEL: (303) 733-1111
FAX: (303) 733-1112

MARKET STREET MART

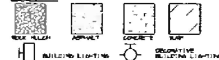
MARKET STREET
DENVER, CO 80202

NO.	DATE	BY	CHKD	APP'D
1	11/11/11	J. Freeman		
2	11/11/11	J. Freeman		
3	11/11/11	J. Freeman		
4	11/11/11	J. Freeman		
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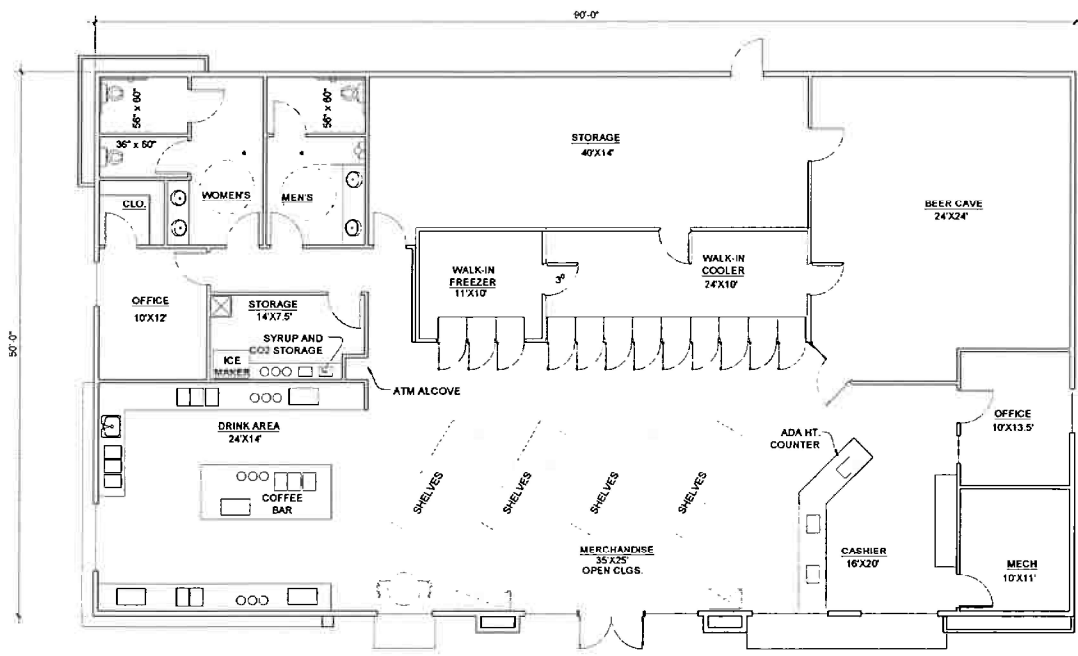
SHEET 1 OF 4

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LANDSCAPE PLAN
SCALE 1" = 20'
MARKET STREET
PARCEL 3 LOTS 25-26
CITY OF DENVER, CO. COUNTY OF WELD
STATE OF COLORADO



DATE	2	Q								
<table border="1"> <tr> <td>DATE</td> <td>10/1/80</td> <td>TIME</td> <td>10:00</td> </tr> <tr> <td>BY</td> <td>MR. T. J. M. J.</td> <td>BY</td> <td>MR. T. J. M. J.</td> </tr> </table>			DATE	10/1/80	TIME	10:00	BY	MR. T. J. M. J.	BY	MR. T. J. M. J.
DATE	10/1/80	TIME	10:00							
BY	MR. T. J. M. J.	BY	MR. T. J. M. J.							
<p>MARKET STREET MART</p> <p>115 1/2 S. MARKET STREET FRENCH CREEK, CALIF. 92325</p> <p>2001 Blue Island Court - Suite 100 FRENCH CREEK, CA 92325 (951) 937-3830</p> <p>FREEMAN ARCHITECTS</p>										



FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 AREA: 4,500 SQ. FT.

FREEMAN ARCHITECTS <small>2001 Black River Court, Suite 100 Lawrenceville, GA 30046 (770) 962-7800 FAX: (770) 962-7801</small>	
CONVENIENCE STORE <small>2001 Black River Court, Suite 100 Lawrenceville, GA 30046</small>	
PROJECT CONVENIENCE STORE REVISIONS	NO. 1 DATE 11/11/09 BY JF CHECKED JF
SHEET 3 OF 4	

**WERNSMAN
ENGINEERING AND
LAND
DEVELOPMENT**

**ERIC WERNSMAN
16495 ESSEX RD S
PLATTEVILLE CO 80651**

December 10, 2019

**Town of Keenesburg
140 S. Main Street
Keenesburg, CO 80643**

RE: Traffic Letter for 165 North Market Street

To Whom it May Concern:

The owners of the convenience store at 165 North Market Street are proposing to construct a new 4500 s.f. convenience store 100' south of the existing store. The existing store will remain and will be used for warehouse purposes. The existing fuel dispensers will also remain, and additional fuel dispensers are not proposed. The new convenience store, converted warehouse space, and existing fuel dispensers are not expected to generate any additional traffic compared to the existing traffic generated by the site.

The site is served by two existing accesses off of North Market Street. These existing access points will remain the primary accesses. A third access is proposed to the south of the new convenience store to handle truck deliveries.

If you have any questions or comments regarding this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Wernsman", with a long horizontal flourish extending to the right.

Eric Wernsman P.E.

**WERNSMAN
ENGINEERING AND
LAND
DEVELOPMENT**

**ERIC WERNSMAN
16495 ESSEX RD S
PLATTEVILLE CO 80651**

December 9, 2019

**Town of Keenesburg
140 S. Main Street
Keenesburg, CO 80643**

RE: Drainage Letter for 165 North Market Street

To Whom it May Concern:

The owners of the convenience store at 165 North Market Street are proposing to construct a new 4500 s.f. convenience store 100' south of the existing store. Currently, the site generally slopes from the northwest to the southeast, toward North Market Street. When the new store is constructed, most of the stormwater runoff from this area will also flow east to North Market Street. The very southwest corner of the newly developed area will drain to the southwest, towards the existing carwash facility.

If you have any questions or comments regarding this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Wernsman", with a long horizontal flourish extending to the right.

Eric Wernsman P.E.

KEENESBURG PLANNING DEPARTMENT

DEVELOPMENT REVIEW REFERRAL

FROM: TODD HODGES, TOWN PLANNER

DATE: JANUARY 13, 2020

PROJECT: Kleve Enterprises Inc. Site plan and Minor Subdivision

INTERNAL DISTRIBUTION:

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

OUTSIDE DISTRIBUTION:

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

If you have comments, please respond by: February 2, 2020

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

COMMENTS:



Minor Subdivision Application

Application Fee: \$500.00

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

Name Ryan Kleve

Address 165 Market Street

Keenesburg, Co.

Daytime Phone 720-351-9905

Replat Name Market Street Subdivision

Address of Proposed Minor Subdivision 165 Market Street

Legal Description Lot 23-32 Block 24, Keenesburg Heights Subdivision

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

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

☐ The subdivision is a division of a parcel into not more than two lots; each lot has access to an accepted and maintained public street; the subdivision will not require the dedication of streets, alleys or easements, or the construction of improvements to serve the lots; and each lot will meet the requirements of the Town's zoning regulations without the necessity for a variance and no variance has been granted within the previous three years;

☐ The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into no more than two lots and the lots created by the split comply with the applicable requirements of the Town's zoning regulations; or

☐ The subdivision is a division of a parcel or lot into not more than two lots, one or both of which are to be conveyed to the Town, or into three lots, at least two of which are to be conveyed to the Town. The approval of any subdivision pursuant to this subsection may be conditioned upon conveyance to the Town of such lots.

Requirement Checklist

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

Water, sewer, electrical power, natural gas, telephone, access, etc..
- _____ One copies of the Final Plat. (mylar after final approval for approval)
- _____ Completed Application
- _____ Executed Cost Agreement
- _____ Deposit (Amount determined by administrator during pre application conference)
- _____ Public Hearings will be scheduled by the Town Clerk when the application is determined to be complete.
- _____ The Sub divider will be responsible for notifying all property owners located within three hundred (300) feet of the property in question at least fifteen (15) days prior to the public hearings. (Notice to be provided by the Town Clerk)
- _____ Public Hearing notice posted on property at least ten (10) days prior to the public hearings. (The Posting shall contain the same information as the mailed notice, as provided by the Town Clerk)
- _____ Notarized affidavit stating that notice was mailed, when, with attached list, and that the property was posted with an attached photo.

Certificate Of Taxes Due

Account Number R5093586
Parcel 130526206010
Assessed To
KLEVECO INC
2278 CLANCY CT
BRIGHTON, CO 80601-3412

Certificate Number 195365
Order Number 25169489
Vendor ID 14
LAND TITLE GUARANTEE OF FT COLLINS
772 WHALERS WAY STE 100
FT COLLINS, CO 80525

Legal Description
KEE 8640 L23 THRU 26 BLK24 KEENESBURG HEIGHTS

Site Address
KEENESBURG

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	\$782.10	\$0.00	\$0.00	(\$782.10)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 10/21/2019					\$0.00

Tax Billed at 2018 Rates for Tax Area 0303 - 0303

Authority	Mill Levy	Amount	Value	Actual	Assessed
WELD COUNTY	15.0380000*	\$148.57	VACANT COM LOTS	\$34,080	\$9,880
SCHOOL DIST RE3J	19.8140000	\$195.77	Total	\$34,080	\$9,880
CENTRAL COLORADO WATER (CCW)	1.5400000	\$15.22			
LOST CREEK GROUNDWATER (LCG)	0.9450000	\$9.34			
KEENESBURG TOWN	22.0000000	\$217.36			
S. E. WELD FIRE	10.2650000	\$101.42			
AIMS JUNIOR COLLEGE	6.3050000	\$62.29			
HIGH PLAINS LIBRARY	3.2520000	\$32.13			
Taxes Billed 2018	79.1590000	\$782.10			

* Credit Levy

WARNING - THIS TAX CERTIFICATE DOES NOT WARRANT ANY TAXES OWED ON UNDERLYING ACCOUNTS, INCLUDING PARENT OR SIBLING ACCOUNTS. ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE.

TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

POSTMARKS ARE NOT ACCEPTED ON TAX LIEN SALE REDEMPTION PAYMENTS. PAYMENTS MUST BE IN OUR OFFICE AND PROCESSED BY THE LAST BUSINESS DAY OF THE MONTH.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcel of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, WELD COUNTY, John R. Lefebvre, Jr.
1400 N. 17th Avenue
Greeley, CO 80631
(970) 353-3845 Ext. 3290



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABH25169489**

Date: 10/22/2019

Property Address: **VACANT GROUND, Keenesburg, CO 80643**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Charles Ottinger
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6216 (Work)
(303) 393-3870 (Work Fax)
cottinger@ltgc.com
Company License: CO44565

Closer's Assistant

Sarah Cozzini
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6214 (Work)
(303) 393-3912 (Work Fax)
scozzini@ltgc.com
Company License: CO44565

For Title Assistance

Susan Koppman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4105 (Work)
skoppman@ltgc.com

KLEVECO, INC.
Attention: RYAN KLEVE
rkleve@hotmail.com
Delivered via: Electronic Mail

KLEVECO INC
Attention: SUSAN KLEVE
lskleve@msn.com
Delivered via: Electronic Mail

KLEVE ENTERPRISES
Attention: FAITH HUSTON
(303) 887-8846 (Work)
faithhuston@hotmail.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: ABH25169489 Date: 10/22/2019
Property Address: VACANT GROUND, Keenesburg, CO 80643
Parties: KLEVECO, INC., A COLORADO CORPORATION

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$283.00
	Total \$283.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Weld county recorded 06/17/1977 under reception no. 1722168

Weld county recorded 11/03/1977 under reception no. 1735048

Weld county recorded 05/06/1986 under reception no. 2052582

Weld county recorded 07/27/2018 under reception no. 4418627

Plat Map(s):

Weld county recorded 06/17/1919 under reception no. 301664

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABH25169489

Property Address:

VACANT GROUND, Keenesburg, CO 80643

1. Effective Date:

10/16/2019 at 5:00 P.M.

2. Policy to be issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

KLEVECO, INC., A COLORADO CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

KLEVECO, INC., A COLORADO CORPORATION

5. The Land referred to in this Commitment is described as follows:

LOT 23, BLOCK 24, KEENESBURG HEIGHTS, COUNTY OF WELD, STATE OF COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABH25169489

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABH25169489

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 06, 1909 IN BOOK 131 AT PAGE 268.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF KEENSBURG HEIGHTS RECORDED JUNE 17, 1919 UNDER RECEPTION NO. 301664.
11. ALL OILS, GAS AND OTHER MINERALS THEREIN OR THEREUNDER AS RESERVED IN DEED RECORDED MARCH 29, 1946 IN BOOK 1175 AT PAGE 199
12. WELD COUNTY SMALL TRACT OIL AND GAS LEASE RECORDED AUGUST 08, 2017 UNDER RECEPTION NO. 4325386 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be Issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expenses incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - I. comply with the Schedule B, Part I—Requirements;
 - II. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - III. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expenses had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expenses incurred in good faith and described in Commitment Conditions 5(a)(I) through 5(a)(III) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CB Rantz

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

[Signature] President
[Signature] Secretary
Attest

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORIENTED ON THE NORTH END BY A 10 INCH x 8 INCH (NO CAP) AND ON THE SOUTH BY THE 4 INCH x 8 INCH x 1 INCH RED PLASTIC CAP MARKED "PLS STOP" AND BEAMS NORTH BY STOP WEST

THDLLC

From: Nick Cotton-Baez <nick@kellypc.com>
Sent: Thursday, January 16, 2020 12:37 PM
To: 'toddhodesdesign@qwestoffice.net'
Subject: FW: Kleve Enterprises Site Plan and Minor Sub Review

Todd, I think I might've misspelled you email address earlier. Please see below. Thanks!

Nick Cotton-Baez
Senior Associate
Kelly PC
999 18th Street, Suite 1450
Denver, CO 80202
P: (303) 298-1601 x214
F: (303) 298-1627



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From: Nick Cotton-Baez
Sent: Thursday, January 16, 2020 11:09 AM
To: 'toddhodesdesign@qwestoffice.net'
Cc: Kathleen Kelly
Subject: Kleve Enterprises Site Plan and Minor Sub Review

Hi Todd,

Kathleen asked me to review the Kleve Enterprises site plan and minor subdivision application submissions.

Our comments are as follows:

1. All of the zoning documents—site plan, grading plan, and landscaping plan—should be revised to refer to the lot created by the minor subdivision plat—i.e., Lot 1, Market Street Subdivision.
2. The zoning for the property is shown as “C-1” on the site plan application and pre-application review request, but the Town doesn’t have a C-1 zone district. So, I think the proper zoning is “CBD,” or possibly “CH.”
3. If the property is encumbered by liens or mortgages, we’ll need to add a lenders’ consent certificate to the plat to indicate the lenders’ consent to the plat and joining in the dedication of the access easement.
4. The “Acceptance” and “Planning Commission Acceptance” blocks on the plat should be replaced with the Town’s standard “Planning Commission Approval” and “Board of Trustees Approval” blocks.

A couple notes on approval:

- Kathleen mentioned you and she had discussed conditioning certificate of occupancy for the new commercial building on the recording of the minor subdivision plat. If the developer submits a final plat addressing our comments and meeting Town standards, we can add a condition of approval to the site plan that the minor plat shall be recorded prior to recording of the site plan. Ideally, the minor subdivision plat should be recorded prior to the recording of the zoning documents because the zoning documents will refer to the lot created by the plat. But, if the plat isn't ready for approval concurrently with the site plan, then the Town should condition certificate of occupancy for the new commercial building on the recording of the minor subdivision plat. The approval of the site plan should be conditioned on the recording of the site plan prior to building permit.
- It looks like the site plan contemplates public improvements (at least the islands in the right of way). The code requires the developer to construct those first, or to enter into a development or subdivision improvements agreement, and provide adequate financial guarantees for the public improvements shown on the site plan, prior to final approval of the final plat. Because the developer is seeking approval of the plat and because the site plan is not yet approved, thus preventing construction of the public improvements, I assume the Town will require the development agreement and guarantees. So, a condition should be added to the approval of both the site plan and minor subdivision plat that the developer shall enter into a development or subdivision improvements agreement, and provide adequate financial guarantees for the construction of public improvements as shown on the site plan in accordance with Town standards, prior to building permit issuance.
- While this would be achieved through the development agreement, it wouldn't hurt to add a condition to the site plan approval that the developer shall obtain a right-of-way permit and construct the islands prior to issuance of a building permit for the new commercial building.
- It looks like the landscape plan contemplates landscaping on the islands. Will the developer be required to maintain the landscaping? If so we should add a condition to the site plan approval that the applicant shall submit a landscape maintenance plan (or enter into a landscape maintenance agreement with the Town) for the islands located in the Market Street right of way for review and approval by staff.

Please let me know if you'd like to discuss.

Thank you,

Nick Cotton-Baez
Senior Associate
 Kelly PC
 999 18th Street, Suite 1450
 Denver, CO 80202
 P: (303) 298-1601 x214
 F: (303) 298-1627



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THDLLC

From: Hice-Idler - CDOT, Gloria <gloria.hice-idler@state.co.us>
Sent: Monday, January 13, 2020 1:35 PM
To: THDLLC
Cc: Bilobran, Timothy; Allyson Mattson - CDOT
Subject: Kleve Enterprises/Town of Keenesburg/I-76
Attachments: image001.png

Because no new traffic is being proposed as a result of this development, CDOT does not have the warrant necessary to re-evaluate the accesses. CDOT has no comment.

Gloria Hice-Idler
Rocksol Consulting

(970) 381-8629



10601 W. 10th Street, Greeley, CO 80634

gloria.hice-idler@state.co.us | www.codot.gov | www.cotrip.org



On Mon, Jan 13, 2020 at 1:23 PM THDLLC <toddhodesdesign@qwestoffice.net> wrote:

Attached is a referral request and a link to submitted documents for review for the Kleve Enterprises inc. site plan for a convenience store and minor subdivision for combining lots.

Please respond no later than February 2, 2020 so that your comments are included for review.

https://www.dropbox.com/sh/4mhvwer31rbrzw3/AAD_ZziZFsCoRsui2rHkQTdwa?dl=0

Todd A. Hodges, Principal

Todd Hodges Design, LLC

970-215-4311



January 31, 2020

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

RE: Market Street Subdivision
Plat Review

Dear Debra:

Professional Engineering Consultants (PEC) reviewed the Plat submitted for the Market Street Subdivision and offers the following comment:

1. Before the plat can be recorded, the access easement in the southwest corner of the lot shall be dedicated, and the Reception Number provided on the plat.

Please let me know if you have any questions or comments.

Respectfully Submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, PA



Kent Bruxvoort, P.E.
Town Engineer

cc: Todd Hodges, Town Planner
Kathleen Kelly, Town Attorney