TOWN OF KEENESBURG, COLORADO NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning and Zoning Commission of the Town of Keenesburg will hold a Public Hearing commencing at 6:00 p.m., Thursday, July 9, 2020 at the Keenesburg Town Hall, 140 South Main Street, Keenesburg, Colorado 80643, or via electronic means. The purpose of the Public Hearing is to consider a request for a Minor Subdivision for the purpose of combining two lots.

Further Notice is hereby given that the Board of Trustees of the Town of Keenesburg will hold a Public Hearing commencing at 6:00 p.m., Monday, July 20, 2020 at the Keenesburg Town Hall, 140 South Main Street, Keenesburg, Colorado 80643, or via electronic means. The purpose of the Public Hearing is to consider a request for a Minor Subdivision for the purpose of combining two lots.

Any person may appear at the Public Hearings and be heard regarding the matters under consideration. The location of the property is 245 N market and the lot directly to the southwest, Keenesburg, CO 80643. The legal description of the property that is the subject of the minor subdivision is set forth below:

First Amended Plat of Mediterranean Minor Subdivision Lots 1 and 2 being a part of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M., Town of Keenesburg, County of Weld, State of Colorado.

At least seventy-two (72) hours before each electronic meeting, instructions will be posted on the Town's website <u>www.townofkeenesburg.com</u> for interested persons to join and participate in the electronic meeting. Any person may join the electronic meeting and participate in the Public Hearings and be heard regarding the matters under consideration.

Any person may appear at the Public Hearings or participate electronically and be heard regarding the matters under consideration. Copies of minor subdivision application and other related application materials are on file and available for public inspection in the office of the Town Clerk, 91 W Broadway Ave., Keenesburg, Colorado 80643 upon request made to the Town Clerk at tokclerk@rtebb.net.

Dated the 17th of June 2020.

TOWN OF KEENESBURG, COLORADO Christina Fernandez, Town Clerk

MINOR SUBDIVISION APPLICATION

Prepared for

XYZ Enterprises LLC

Lots 1 & 2 Mediterranea Minor Subdivision 1st Amendment Part NW4 Section 26, Township 2 N, Range 64W

By



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



Application Form

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



Minor Subdivision Application Application Fee: \$500.00 (Plus all developer related review fees incurred by the Town of Keenesburg i.e. legal, engineering, publication, recording fees, etc.)

Name: XYZ Enterprises LLC – c/o AGPROfessionals

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

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

Replat Name: Second Amended Plat of Mediterranea Minor Subdivision

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

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

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

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

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..

- <u>X</u> One copies of the Final Plat. (mylar after final approval for approval)
- \underline{X} 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.

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

Name of Development Application: XYZ Enterprises, LLC

Applicant's Name:	AGPROfessionals	
Planning Commissio	n Hearing Date:	
Town Board Hearing	Date:	

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

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

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

Dated this 31 day of July ,2019. Applicant: HGPBOtomonals By: Tim Naylor -Title: Durector ACKNOWLEDGEMENT STATE OF COLORADO))ss COUNTY OF Wild) The above and foregoing signature of was subscribed and sworn to before me this 3 day of ulu Jodi L. Reed Ness my hand and official scal. State of Colorado N68Er410 20024037286 My Commission Expires 01/15/2023 My commission expires: /



Authorization

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



January 4, 2019

To Whom It May Concern:

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

Sincerely,

Mohammed Osmani

01/9/19

Date

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE 3050 67th Avenue, Suite 200 🗆 Greeley, CO 80634 970.535.9318 / office 🗆 970.535.9854 / fax 🗆 www.agpros.com



Cost Agreement

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC

COST AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

4. Miscellaneous.

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

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

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

This Agreement is executed effective this 2019, day of 1000, 2019.

THE TOWN OF KEENESBURG, A municipal corporation

Kenneth L., Gfeller, Mayor

ATTEST:

Toni Johnson, Town Clerk

APPLICANT:

YTE ENTERPRISE LLC By: MOhammed Usman

STATE OF COLORADO) COUNTY OF Weld)

The above and foregoing signature of MOhammed Osmani was subscribed under oath before me this 1912 day of 1011, 2019.

Witness my hand and official seal.

Lebre humley DEBRA L CHUMLEY Notary Public State of Colorado North Public 64020595 My Commission Expires 07-27-2022 2022 My commission expires

EXHIBIT A

FUNDS DEPOSIT AGREEMENT

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

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

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

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

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

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

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

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

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

 $A \rho \gamma WHEREFORE$, this Funds Deposit Agreement is executed effective this ______ day of _______ day of ________

APPLICANT:

<u>XYE ENTERPRISES LLC</u> By: <u>Mihammed Osmani</u> Title: <u>MEMISER JOWNER</u>

STATE OF COLORADO		
COUNTY OF Weld)	SS

The above and foregoing signature of MOhammed (Grani was subscribed under oath before me this 19^{th} day of April, 2019.

With we want and official seal. hlebia A Chumley Notary ID # 19964020595 State of Colorado Notary Public 1/2022 My commission expires

THE TOWN OF KEENESBURG, A municipal corporation

By

Kenneth L. Gfeller, Mayor

ATTEST:

Toni Johnson, Jown Clerk



Project Narrative

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



Minor Subdivision Application

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

Property

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

Introduction

XYZ Enterprises, LLC is requesting to amend Lots 1 and 2 of the First Amended Plat of the Mediterranea Minor Subdivision to adjust the property boundaries of the two lots. The application will allow for a lot line adjustment to better serve the development occurring on Lot 2.

The Keenesburg minor subdivision process allows for a lot line adjustment for parcels created through the minor subdivision process. Each lot has access to N. 1st Avenue. Improvements to N. 1st Avenue will be completed as part of the Site Plan Review (SPR) for Lot 2 being processed concurrently with this subdivision application. The subdivision will not require the dedication of streets, alleys or easements, or construction improvements to serve the lots. As presented in this application, each lot will meet the requirements of the Town's zoning regulations without the necessity for a variance and no variance has been granted for the subject property in the previous three (3) years. The property is currently zoned Highway Commercial, and one lot will be developed with the SPR. The Lot 1 is expected to remain vacant.

Adequate Community Facilities

- The properties will access N. 1st Avenue which will be developed as part of the SPR.
- Lot size will allow adequate space for the continued operation and proposed operation on Lot 2. Lot 1 is the unused portion of the property. No specific land use for Lot 1 is proposed at this time.
- No setback requirements, street designs, fencing, landscaping, common areas or amenities are proposed with this application. These will be included as part of the SPR.
- At the time of development, lighting, parking and storm runoff will be addressed and designed in accordance with the applicable guidelines for the proposed use.
- There will be no noise or odor associated with the lot line adjustment.

- Atmos Energy and United Power will be the service providers for natural gas and electricity. "Will serve" letters are included with the application.
- At the time of this application, municipal water and sewer currently exist at the site. Services will be extended to Lot 1 at the time of development.



Title Work

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



Site Plan Review Application

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

Legal Description

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

4451686 12/06/2018 11:48 AM Total Pages: 1 Rec Fee: \$13.00 Doc Fee: \$85.00 Carly Koppes - Clerk and Recorder, Weld County, CO



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

Warranty Deed

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

THIS DEED, made on December 5th, 2018 by BARBARA MCMILLAN Grantor(s), of the County of Adams and State of Colorado for the consideration of (\$650,000.00) ***Eight Hundred Fifty Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 16333 E. 48TH AVE UNIT 207, Denver, CO 80239, County of Denver, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

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

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

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

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

RARBARA MCMILLAN

State of Colorado

County of ADAMS

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

))ss.

Witness my hand and official seal My Commission expires: Notary Public

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

When recorded return to: XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY 16333 E. 49TH AVE UNIT 207, Denver, CO 80239

25161162 (421560)



The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission (TD72-8-10) (Mandatory 1-11)

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

Deed of Trust

(Due on Transfer - Strict)

THIS DEED OF TRUST is made on this day of **December 05, 2018**, between XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY (Borrower), whose address is 16333 E. 49TH AVE UNIT 207, Derver, CO 60239; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of BARBAHA MCMILLAN (Lender), whose address is 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 60022

Borrower and Lender covenant and egree as follows:

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

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

known as No. 245 N MARKET STREET, KEENESBURG, CO 80643, (Property Address), together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. The repayment of the Indebtedness evidenced by Borower's note (Note) dated December 05, 2018. In the principal sum of Six Hundred Eighty Thousand and 00/100 Dollars (U.S. \$569,000.00), with Interest on the unpaid principal balance from 12/05/2018, until paid, at the rate of 6.0000 percent per annum, with principal and interest payable at 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 80022 or such other place as Lender may designate, in 160 payments of Four Thousand Eight Hundred Seventy Two and 00/100 Dollars (U.S. \$4,872.00), due on the 5TH day of each MONTH beginning January 05, 2020; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sconer paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on December 05, 2034 Additional terms: INTEREST ONLY PAYMENTS OF \$3,400.00 BEGINNING 1/5/2019; and Borrower is to pay to Lender a late charge of 5.0000% of any payment not received by Lender within 5 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except EXTRA PAYMENTS MUST COINCIDE WITH THE AMORTIZATION SCHEDULE... 2.2. The payment of all other sums, with Interest thereon at _______% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and 2.3. The performance of the covenants and agreements of Borower herein contained.

- 3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants this to the same, subject to general real estate taxes for the ourrent year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and subject to
- 4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.
- 5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to emounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.
- 6. Prior Mortgages and Deeds of Trust; Charges; Liena. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contasted payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

70.0



4451687 12/06/2018 11:48 AM Page 2 of 5

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

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

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

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

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

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

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declerations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower's required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
 - 9.1. any general or special taxes or ditch or water assessments levied or accruing against said property;
 - 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
 - 9.3. sums due on any prior lien or encumbrance on the Property;
 - 9.4. If the Property is a leasehold or is subject to a lease, all sums due under such lease;

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

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

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

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

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

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

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

Lender(s)

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

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

- 12. Borrower Not Released. Extension of the time for payment or modification of amortization of sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or reluse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- Forbearance by Lender Not a Walver. Any torbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a walver or preclude the exercise of any such right or remedy.
- Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall blind, and the rights hereunder shall hure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender shall be in writing and shall be given and (b) any notice to Lender shall be in writing and shall be given and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property: Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 (Prior Mortgages and Deeds of Trust; Charges; Liens), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney 's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 20. Assignment of Ranta; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the there owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the remts of the Property including those past due.

TO DA

Londer(s)

4451687 12/06/2018 11:48 AM Page 4 of 5

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

- 21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- Waiver of Examptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- 23. Escrow Funds for Taxes and Insurance. This § 29 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 680000.00 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 180 of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable taws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borower any funds held by Lander. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lander shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a passessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than lifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Botrower and (v) the reorganization, liquidation or dissolution of Botrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
 - 1. 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
 - 2. 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the Instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
 - 3. 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estopped of Lender's said rights.
- 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

Executed by Gorrower:

KYZ ENTER LIABILITY (IPRISES LLC, A COLORADO LIMITE COMPANY	D
By:	idacty'	
DIDAR	ASEMI MEMBER	
By: 1	AT .	
FATIMA	GASEMI MEMBER	
()	In J	
MOHAM	MED OGMANI MEMBER	

State of Colorado

County of ADAMS

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

Witness my hand and official seal My Commission expires: Notary Public

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DEBORAH L. PINKERTON Notary Public State of Coloredo Notary ID # 19954013995 My Commission Expires 08-24-2021

SP.P Borrower(s



LAND TITLE GUARANTEE COMPANY

Date: July 26, 2019

Subject: Attached Title Policy/Guarantee

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

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

Chain of Title Documents:

Weld county recorded 12/06/2018 under reception no. 4451686

Plat Map(s):

Weld county recorded 10/08/2002 under reception no. 2994183

Property Information Binder CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

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

2. Exclusions from Coverage of this Binder

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

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

3. Prosecution of Actions

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

4. Notice of Loss - Limitation of Action

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

5. Option to Pay, Settle or Compromise Claims

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

6. Limitation of Liability - Payment of Loss

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

7. Subrogation Upon Payment or Settlement

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

8. Binder Entire Contract

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

9. Notices. Where Sent

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

10. Arbitration

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

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

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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by: Land Title Guarantee Company 3033 East First Avenue Suite 600 Denver, Colorado 80206 303-850-4168

President



Old Republic National Title Insurance Company, a Stock Company 400 Second Avenue South

Minneapolis, Minnesota 55401 (612)371-1111

Mark Bilbrey President

Rande Yeager Secretary

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

Liability: \$50,000.00 Fee: \$500.00

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

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

GUARANTEES

AGPROFESSIONALS LLC

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

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

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

XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A Fee Simple

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

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

4. The following documents affect the land:

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

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

NO. 4429827.

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

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

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

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

8. EXISTING LEASES OR TENANCIES, IF ANY.



Utilities

Town of Keenesburg Minor Subdivision Application Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



05/8/2019

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

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

Dear Ms. Bruxvoort:

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

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

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

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

Sincerely.

Ali Paine Sales Representative Atmos Energy Corporation

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



May 16, 2019

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

Dear Kelsey:

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

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

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

Sincerely,

Miles Hess

Micheal Hess Senior Project Manager of the East District

LEGAL DESCRIPTION:

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

<u>PROPERTY OWNER:</u>

XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREIN HAVE PLANNED THIS PROPERTY UNDER THE NAME OF. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED ON THIS DOCUMENT SHALL BE BINDING ON THE OWNER, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WE HAVE SET OUR HANDS AND SEALS THIS_____DAY OF______, 20___, 20___.

Mohammed osmani FOR XYZ ENTERPRISES LLC.

NOTARY CERTIFICATE: STATE OF COLORADO) SS. COUNTY OF WELD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS____DAY OF______, 20__, BY

MY COMMISSION EXPIRES_____

NOTARY PUBLIC ADDRESS OF NOTARY:_____

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

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

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

PLANNING AND ZONING COMMISSION APPROVAL: APPROVED THIS_____ DAY OF ______, 20___, 20___.

CHAIRPERSON PLANNING AND ZONING COMMISSION.

TOWN BOARD APPROVAL:

THIS IS TO CERTIFY THAT EWS MINOR SUBDIVISION WAS APPROVED ON THIS _____ AND DAY OF ______, 20__, BY RESOLUTION NO._____ AND THAT THE MAYOR OF THE TOWN OF KEENESBURG, ON BEHALF OF THE TOWN OF KEENESBURG, HEREBY ACKNOWLEDGES SAID PLAT ON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

MAYOR ATTEST TOWN CLERK



FE 200	HAMMER LAND SURVEYING, INC. 3050 67TH AVENUE, SUITE 200 GREELEY, CO 80634 PH: 970-535-9318	SECOND MEDITERRANE SECTION 2
	РП: 970-555-9516	RANGE

SURVEYOR'S CERTIFICATE

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

GARY K. HAMMER PLS

COLORADO REGISTRATION # 24307

<u>SURVEYOR'S NOTES:</u>

1. BASIS OF BEARING: SOUTH LINE OF FIRST STREET OF THE FIRST AMENDED PLAT OF MEDITERRANEA MINOR SUBDIVISION BEARING OF N 89°56'30" E BETWEEN THE PROPERTY CORNERS SHOWN ON THIS PLAT.

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

3. FOR EASEMENTS AND RIGHTS OF WAY HAMMER LAND SURVEYING RELIED ON TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY DATED NOVEMBER 07, 2018 AT 5:00 P.M. POLICY NO. FCC25161162-3.

AMENDED PLAT OF FA MINOR SUBDIVISION	SECTION 26, TOWNSHIP 2 NORTH Range 64 West, 6th p.m.	
6, TOWNSHIP 2 NORTH, 64 WEST, 6TH P.M.	07/2019	JOB#2459-01 Sheet 1 of 2



CLIENT: AGPROFESSIONALS <u>NOTICE:</u> ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. 3050 67TH AVE. SUITE 200 GREELEY, CO 80634

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

> HAMMER LAND SURVEYING, INC. SECOND 3050 67TH AVENUE, SUITE 200 MEDITERRANE GREELEY, CO 80634 SECTION 20 PH: 970-535-9318 RANGE



LEGEND

ullet	= FOUND CORNER AS NOTED.	
•	=	SET 18" #4 REBAR WITH YELLOW PLASTIC CAP HAMMER PLS 24307
\bigcirc	=	DID NOT FIND OR SET DUE TO OBSTRUCTION
	=	PROPERTY LINE
	=	ROAD RIGHT OF WAY
	=	EASEMENT LINE

AMENDED PLAT OF	SECTION 26, TOWNSHIP 2 NORTH Range 64 west, 6th p.m.		
64 WEST, 6TH P.M.	07/2019	JOB#2459-01 Sheet 2 of 2	
Weld County Treasurer

Statement of Taxes Due

Account Number R0115701		Parcel 13052	6214002		
Assessed To		XYZ ENTERPRISES LLC 6300 E HAMPDEN AVE APT 3410 DENVER, CO 80222-7698			
Legal Description			Situs Ad	dress	
KEE MMS1A L2 MEDITERRANEA MINOR	R 1ST AMD		245 N M	ARKET ST KEENE	SBURG
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019 \$7,977	7.66	\$0.00	\$0.00	\$0.00	\$7,977.66
Total Tax Charge					\$7,977.66
Grand Total Due as of 01/14/2020					\$7,977.66
Tax Billed at 2019 Rates for Tax Area 0303 - (0303				
Authority	Mill Levy	Amount	Values	Actual	Assessed
WELD COUNTY	15.0380000*	\$1,544.98	MERCHANDISING-	\$51,836	\$15,030
SCHOOL DIST RE3J	18.5320000	\$1,903.99	LAND		
CENTRAL COLORADO WATER (CCW	1.2860000	\$132,13	SPEC.PURPOSE- IMPROVEMENTS	\$302,452	\$87,710
LOST CREEK GROUNDWATER (LCG	0.9450000	\$97.09	Total	\$354,288	\$102,740
KEENESBURG TOWN	22.0000000	\$2,260.28			
S. E. WELD FIRE	10.2770000	\$1,055.86			
AIMS JUNIOR COLLEGE	6.3540000	\$652.81			
HIGH PLAINS LIBRARY	3.2170000	\$330.52			
Taxes Billed 2019 * Credit Levy	77.6490000	\$7,977.66			

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 AFTER THE FOLLOWING DATES: PERSONAL PROPERTY, REAL PROPERTY, AND MOBILE HOMES - AUGUST 1. 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.

Weld County Treasurer

Statement of Taxes Due

Account Number R0115601 Assessed To		Parcel 130526214001 XYZ ENTERPRISES LLC 6300 E HAMPDEN AVE APT 3410 DENVER, CO 80222-7698			
Legal Description KEE MMS1A L1 MEDITERRANEA MI	NOR 1ST AMD		Situs Ac	ldress	
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019 \$	3,302.42	\$0.00	\$0.00	\$0.00	\$3,302.42
Total Tax Charge					\$3,302.42
Grand Total Due as of 01/14/2020					\$3,302.42
Tax Billed at 2019 Rates for Tax Area 03	03 - 0303				
Authority	Mill Levy	Amount	Values	Actual	Assessed
WELD COUNTY	15.0380000*	\$639.57	MERCHANDISING-	\$136,452	\$39,570
SCHOOL DIST RE3J	18.5320000	\$788.17	LAND		
CENTRAL COLORADO WATER (CCW	1.2860000	\$54.69	SPEC.PURPOSE- IMPROVEMENTS	\$10,200	\$2,960
LOST CREEK GROUNDWATER (LC	G 0.9450000	\$40.19	Total	\$146,652	\$42,530
KEENESBURG TOWN	22,0000000	\$935.66			
S, E. WELD FIRE	10.2770000	\$437.08			
AIMS JUNIOR COLLEGE	6.3540000	\$270.24			
HIGH PLAINS LIBRARY	3.2170000	\$136.82			
Taxes Billed 2019 * Credit Levy	77.6490000	\$3,302.42			

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 AFTER THE FOLLOWING DATES: PERSONAL PROPERTY, REAL PROPERTY, AND MOBILE HOMES - AUGUST 1.

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.

SITE PLAN REVIEW APPLICATION

Prepared for

XYZ Enterprises LLC

Lots 1 & 2 Mediterranea Minor Subdivision 1st Amendment Part NW4 Section 26, Township 2 N, Range 64W

By



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



Application Form

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC 140 South Main Street PO Box 312 Keenesburg, CO 80643



Phone: 303.732.4281 Fax: 303.732.0599 townofkeene@rtebb.net

Site-Plan Application

 Applicant(s) Name:
 XYZ Enterprises LLC - c/o AGPROfessionals

 Site Plan Address
 245 N. Market St., Keenesburg, CO 80643

 Phone Contact
 (970) 535-9318 - Tim Naylor, AGPROfessionals

 Current Land Use
 Restaurant (Closed) and Vacant Lot - Zoned CH

 Change in Use?
 Yes
 X

 If yes, description of proposed new use:
 Site Plan Review to convert the existing

 restaurant into a convenience store and fuel station.

Please attagh an additional sheet if necessary. Signature 1 Please attach the following

Date

- 1. Completed land use application. (Site Plan app)
- 2. Application fees and fee deposits with signed cost agreement.
 - \times 3. Detailed written description of the proposal (above)
 - Y 4 Proof of ownership: Title commitment issued within 30 days of the application.
- <u><u><u></u></u><u></u><u>5</u>. Copies of any applicable state or federal permits for the proposed use.</u>
 - ____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)
- <u>^^</u>7. Copy of any surface use agreement with mineral interest owners of the property.
- \times 8. Traffic Study. Requirements TBD pre-application meeting
- _____9. Drainage study. Requirements TBD pre-application meeting
- <u>10.</u> Soils Report. Requirements TBD pre-application meeting
- <u>na</u> 11. Noise report. Requirements TBD pre-application meeting. (In narrative)
- 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)

- ______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).



Authorization

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



January 4, 2019

To Whom It May Concern:

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

Sincerely,

Mohammed Osmani

01/9/19

Date

ENGINEERING, PLANNING, CONSULTING & REAL ESTATE 3050 67th Avenue, Suite 200 🗆 Greeley, CO 80634 970.535.9318 / office 🗆 970.535.9854 / fax 🗆 www.agpros.com

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

Name of Development Application: <u>XYZ Enterprises, LLC</u>

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

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

- X 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 <u>_31</u> day of <u>July</u> , <u>2019</u> .
Applicant: AGPROfessionals
By: Tim Naylor Juno Rept leng
Title: Director of Operations
ACKNOWLEDGEMENT
STATE OF COLORADO)
COUNTY OF Wild)
The above and foregoing signature of 100^{100} was subscribed and sworn to before me this 3 day of 100^{10} , 2019^{10} .
Witness my band and official seal.
State of Colorado
My Commission Expires 01/15/2023 Notary Public
My commission expires: (1)



Cost Agreement

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC

COST AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

4. Miscellaneous.

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

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

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

This Agreement is executed effective this 24^{h} day of 90^{h} , 2019.

THE TOWN OF KEENESBURG, A municipal corporation

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

ATTEST:

Toni Johnson, Town Clerk

APPLICANT:

YTE ENTERPRISET LLC By: MOhammed Usman

STATE OF COLORADO) COUNTY OF Weld)

The above and foregoing signature of MONAMMed Ocemani was subscribed under oath before me this 192 day of April , 2019.

Witness my hand and official seal.

ebre Chumley DEBRA L CHUMLEY Notary Public State of Colorado Norary Public 64020595 My Commission Expires 07-27-2028 2022 My commission expires

EXHIBIT A

FUNDS DEPOSIT AGREEMENT

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

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

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

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

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

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

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

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

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

 $A \rho \gamma WHEREFORE$, this Funds Deposit Agreement is executed effective this ______ day of _______ day of

APPLICANT:

<u>XYE ENTERPRISES LUC</u> By: <u>Mihammed Osmani</u> Title: <u>MEMISCE JOWNER</u>

STATE OF COLORADO)			
COUNTY OF Weld) s	S		
The above and foregoing signatu before me this 19^{16} day of 1971	re of Mohammed Osm , 2019.	<u>ahi</u> was sub	scribed under oath
Jidh Bart Point Point Church Constant My Commission Exercise 07 2512032 State of Colorado Judia Y Public State of Colorado Judia Part Point State of Colorado My Commission Church	hlebia	e d.	Chumley
My commission expires $\frac{7}{2}$	1/2022		

THE TOWN OF KEENESBURG, A municipal corporation

By:

Kenneth L. Gfeller, Mayor

ATTEST:

Toni Johnson, Jown Clerk



Project Narrative

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



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

Summary

XYZ Enterprises, LLC is requesting a Site Plan Review for a parcel located at 245 Market Street. The proposal is to convert part of the existing restaurant into a convenience store and fuel station. The Site Plan Review application is enclosed.

Site Conditions and Surrounding Land Uses

The subject property is further described as Lot 2 of Mediterranea Minor Subdivision 1st Amendment located in a portion of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M., parcel no. 130526214001 and 130526214002. The site is in Keenesburg in the HC (Highway Commercial) Zone District.

There is currently a single-story building used as a restaurant; lot surfaces are primarily gravel road base. Adjacent land uses are described below:

North:	Interstate 76 interchange with N. Market Street
East:	Commercial businesses
South:	N. 1 st Avenue ROW, open lots and gas station
West:	Open lot owned by XYZ Enterprises, LLC and residential

The property is within HC (Highway Commercial) zone district as shown in the 2017 Keenesburg Land Zoning Map and is designated for Mixed Use on the 2017 Comprehensive Plan Land Use Map. The proposed site plan is consistent with existing commercial uses in the area. The convenience store and fuel station will benefit the Town of Keenesburg through increased sale tax revenue.

Proposed Operations

XYZ Enterprises is proposing to operate a convenience store and fuel station along with the continued operation of the restaurant. The restaurant will be remodeled to accommodate the convenience store in the southeast portion of the building. The convenience store and fuel station are to include two fuel islands, one island will have four diesel fuel dispensers to serve semi-tractor trailers and one island will have three multi-fuel dispensers for automotive and pickup truck fueling with gasoline and diesel available. The hours of operation for the convenience store are from 5 a.m. to 10 p.m., 7 days per week and the restaurant hours will vary within the hours of the convenience store, but will be operated independently. The fueling islands will be open 24 hours per day with credit card readers at each pump. Applicable Federal, State and local permits will be obtained as part of the development process once the site is approved.

It is anticipated that the existing highway pole sign will remain and the monument sign on Market Street will be removed. There will be additional signs on the fuel island canopies.

> ENGINEERING, PLANNING, CONSULTING & REAL ESTATE 3050 67th Avenue, Suite 200 □ Greeley, CO 80634 970.535.9318 / office □ 970.535.9854 / fax □ <u>www.agpros.com</u>

Access to the site will be from North 1st Avenue which will be extended to the west to the end of the second access. The existing access from Market Street will be closed. A road design and traffic study are included with the application. Market Street is currently maintained by CDOT and a CDOT access permit application for North 1st Avenue to Market Street is included in the application as well.

Drainage on the site will not significantly change due to minimal changes in the imperviousness of the parking area surface. A Drainage Report and grading plan are included in the application and address site improvements necessary to properly convey storm water through the site and return to historic offsite flows.

Water and Sewer are currently provided by Keenesburg. Electricity is currently provided by United Power and the "Will-Serve" letter obtained indicates that additional power can be obtained if necessary. Atmos Energy provided a "Will-Serve" letter indicating that the property can be served with appropriate line extension. Correspondence with utility providers is included with the application materials.

Fire protection can be provided by Southeast Weld Fire District.

Noise Narrative

No appreciable change in noise generated on site is expected as a result of the proposed use. The site and proposed uses will be subject to applicable code standards and ordinances.



Title Work

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store

XYZ Enterprises LLC



Site Plan Review Application

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

Legal Description

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

4451686 12/06/2018 11:48 AM Total Pages: 1 Rec Fee: \$13.00 Doc Fee: \$85.00 Carly Koppes - Clerk and Recorder, Weld County, CO



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

Warranty Deed

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

THIS DEED, made on December 5th, 2018 by BARBARA MCINILLAN Grantor(s), of the County of Adams and State of Colorado for the consideration of (\$850,000.00) ***Eight Hundred Fifty Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is 16333 E. 48TH AVE UNIT 207, Denver, CO 80239, County of Denver, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

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

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

also known by street and number as: 245 N MARKET STREET, KEENESBURG, CO 90643

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

BARBARA MCMILLAN

State of Colorado

County of ADAMS

The foregoing instrument was acknowledged before me on this day of December 5th, 2016 by BARBARA MCMILLAN

))56.

Witness my hand and official seal My Commission expires: Notary Public

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

When recorded return to: XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY 16333 E. 49TH AVE UNIT 207, Denver, CO 80239

25161162 (421560)



The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission (TD72-8-10) (Mandatory 1-11)

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

Deed of Trust

(Due on Transfer - Strict)

THIS DEED OF TRUST is made on this day of **December 05, 2018**, between XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY (Borrower), whose address is 16333 E. 49TH AVE UNIT 207, Denver, CO 60239; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of BARBARA MCMILLAN (Lender), whose address is 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 60022

Borrower and Lender covenant and egree as follows:

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

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

known as No. 245 N MARKET STREET, KEENESBURG, CO 80643, (Property Address), together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender.

2.1. The repayment of the Indebtedness evidenced by Borower's note (Note) dated December 05, 2018. In the principal sum of Six Hundred Eighty Thousand and 00/100 Dollars (U.S. \$580,000.00), with Interest on the unpaid principal balance from 12/05/2018, until paid, at the rate of 6.0000 percent per annum, with principal and Interest payable at 6795 COLORADO BLVD., COMMERCE CITY, COLORADO 80022 or such other place as Lender may designate, in 160 payments of Four Thousand Eight Hundred Seventy Two and 00/100 Dollars (U.S. \$4,872.00), due on the 5TH day of each MONTH beginning January 05, 2020; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sconer paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on December 06, 2034 Additional terms: INTEREST ONLY PAYMENTS OF \$3,400.00 BEGINNING 1/6/2019; and Borower is to pay to Lender a fate charge of 5.0000% of any payment not received by Lender within 5 days after payment is due; and Borower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except EXTRA PAYMENTS MUST COINCIDE WITH THE AMORTIZATION SCHEDULE..
2.2. The payment of all other sums, with Interest thereon at _______% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and 2.3. The performance of the covenants and agreements of Borower herein, contained.

- 3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the ourrent year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and subject to
- 4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.
- 5. Application of Peyments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to emounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.
- 6. Prior Mortgages and Deeds of Truat; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contasted payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.





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

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

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

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

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

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

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declerations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to parform the oovenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with holice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
 - 9.1. any general or special taxes or ditch or water assessments lavied or accruing against said property;
 - 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
 - 9.3. sums due on any prior lien or enoumbrance on the Property;
 - 9.4. If the Property is a leasehold or is subject to a lease, all sums due under such lease;

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

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

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

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

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

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

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

Borrowette

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

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

- 12. Borrower Not Released. Extension of the time for payment or modification of amortization of sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or reluse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- Forbearance by Lender Not a Weiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise alforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the proviations of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender shall be in writing and shall be given and (b) any notice to Lender shall be in writing and shall be given and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designate herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property: Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 (Prior Mortgages and Deeds of Trust; Charges; Liens), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney 'a fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 19. Borrower's Flight to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rants of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rants as they become due and payable. Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or inscivency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parts application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the remts of the Property Including those past due.

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

- 21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- Waiver of Examptions. Borrower heraby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- 23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 680000.00 of the yearly taxes and assessments which may attain priority over this Daed of Trust, plus 180 of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay sold taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing sold account or verifying and compiling sold assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing oredits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fail due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrew Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or his acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 24. Transfer of the Property; Assumption. The following events shall be referred to herain as a "Transfer": (i) a transfer or conveyance of title (or any portion theraof, legal or equitable) of the Property (or any part theraof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the baneficial interest in Borower and (v) the reorganization, ilquidation or dissolution of Borower. Not to be included as a Transfer are (x) the creation of a lien or encombrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
 - 1. 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
 - 2. 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the Instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
 - 3. 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estopped of Lender's said rights.
- 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

Executed by Borrower:

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State of Colorado

County of ADAMS

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

Witness my hand and official seal My Commission expires: Notary Public

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

P.P Borrower(s



LAND TITLE GUARANTEE COMPANY

Date: July 26, 2019

Subject: Attached Title Policy/Guarantee

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

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

Chain of Title Documents:

Weld county recorded 12/06/2018 under reception no. 4451686

Plat Map(s):

Weld county recorded 10/08/2002 under reception no. 2994183

Property Information Binder CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

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

2. Exclusions from Coverage of this Binder

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

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

3. Prosecution of Actions

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

4. Notice of Loss - Limitation of Action

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

5. Option to Pay, Settle or Compromise Claims

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

6. Limitation of Liability - Payment of Loss

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

7. Subrogation Upon Payment or Settlement

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

8. Binder Entire Contract

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

9. Notices. Where Sent

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

10. Arbitration

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

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

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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by: Land Title Guarantee Company 3033 East First Avenue Suite 600 Denver, Colorado 80206 303-850-4168

President



Old Republic National Title Insurance Company, a Stock Company 400 Second Avenue South Minneapolis, Minnesota 55401

Morth Billony

Mark Bilbrey President

Rande Yeager Secretary

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

Liability: \$50,000.00 Fee: \$500.00

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

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

GUARANTEES

AGPROFESSIONALS LLC

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

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

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

XYZ ENTERPRISES LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A Fee Simple

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

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

4. The following documents affect the land:

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

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: FCIF25167275

Policy No.: PIB25167275.1410779

NO. 4429827.

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

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

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

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

8. EXISTING LEASES OR TENANCIES, IF ANY.

Preliminary Drainage Report

For

XYZ Enterprises, LLC Lots 1 and 2 of Mediterranea Minor 1st Amended Subdivision Being Part of the NW ¼ of Section 26, Township 2N, Range 64W of the 6th P.M.



AGPROfessionals 3050 67th Avenue Greeley, CO 80634 (970) 535-9318

7/10/2019

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Certifications

I hereby certify that this drainage report for XYZ Enterprises, LLC, Site Development Plan was prepared under my direct supervision in accordance with the provisions of the Town of Keenesburg and Weld County Storm Drainage Criteria for the owners thereof.



Valene Lickley

Valene Lickley, EIT AGPROfessionals

Chad TeVelde, P.E. AGPROfessionals

1.0 Introduction

1.1 Location

The proposed site is Lots 1 and 2 of Mediterranea Minor 1st Amended subdivision located in a portion of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M. This site is located directly south of Interstate 76 and Market Street in Keenesburg, CO. The properties surrounding the east side are residential, the south side is North 1st Street Right of Way, open lots, and a gas station, and on the west side is a commercial business. A vicinity map is shown in **Appendix A**.

1.2 **Description of Property**

The applicant is proposing the development of Lots 1 and 2, a combined 2.47 acres. The proposed site is currently Highway Commercial. There is an existing 5,566 SF restaurant surrounded by parking and undeveloped ground.

The existing restaurant will be converted to a convenience store and two canopies with filling islands will be installed. The existing pavement will be patched and repaired and additional parking spots will be added.

There is one type of soil onsite, Weld Loam (1 to 3 percent slopes). The soil has slow infiltration rate and hydrologic soil group C (see USDA-NRCS Custom Soil Resource Report in **Appendix A**).

There are no major open channels within or adjacent to the proposed property.
2.0 Drainage Basin and Sub-Basins

2.1 Major Basin Description

The proposed site is in the Town of Keenesburg. A Master Drainage Plan for the site area is not currently available. The proposed site was considered as one major drainage basin with one micropool that will drain under N. 1st Street.

The site has a relatively flat topography with slopes ranging from approximately one to three percent predominately towards the southeast corner. Water historically flows southeast to a canal leading to the Sloan Number 1 Reservoir. A topographic map was downloaded from the United States Geological Survey (USGS) website and is shown in **Appendix A**. Historically, there have been no previous drainage issues with the property that we have been made aware of.

A Federal Emergency Management Administration (FEMA) map of the project area is included in **Appendix A**. The property is located on panel 08123C2157E and is not currently located within a 100-year floodplain.

Offsite design flows from north of Interstate 76 are intercepted by Interstate 76. Flows from between the offramp and the property boundary appear to be directed northeast around the site to the existing drainage swale and culvert. Offsite flows from the west have been graded to flow south parallel to the property. Offsite flows from the south flow east parallel to the proposed site. Offsite flows from the east flow east away from the site.

2.2 Sub-Basin Description

The site was evaluated with the one major drainage basin. The major drainage basin has two onsite sub-basins (Sub-basin A and Sub-basin B). Sub-basin A and Sub-basin B are divided diagonally by the existing building. Sub-basin A is located on the western half of the site and flows southeast towards the southern property boundary and into a proposed micropool. The micropool reduces the flow velocity and allows sediment to settle out before flowing into the swale and into the culvert. Sub-basin B flows southeast towards the eastern property boundary into an existing landscaped swale that will direct stormwater south to the existing 15" culvert.

3.0 Drainage Design Criteria

3.1 **Development Criteria**

The proposed site runoff was evaluated using the criteria set forth in the Urban Drainage and Flood Control District (UDFCD) Criteria Manual Volumes 1, 2 and 3 and the Weld County Engineering and Construction Criteria Guidelines (WCECG) manual.

3.2 Hydrological Criteria

From NOAA Atlas 14 Keenesburg, CO precipitation station, the estimated rainfall from the 100-year, 1-hour precipitation is 2.66 inches (see NOAA Atlas 14 Precipitation Data in **Appendix A**). This value was used for runoff calculations.

Percentage of imperviousness was determined using the recommended values from UDFCD Table 6-3. The overall percentage of imperviousness for the proposed site was determined to be approximately 88 percent (see Percentage of Imperviousness Calculation in **Appendix A**).

Sub-basin A and Sub-basin B runoff was calculated using the Rational Method (see UD Rational Runoff Calculations in **Appendix A**). A summary of the runoff calculations can be found in Table 1.

Sub-basin	5 Year Peak Flowrate (cfs)	100 Year Peak Flowrate (cfs)
Sub-basin A	4.54	11.81
Sub-basin B	1.36	3.63
Total Proposed Flows	5.90	15.44

 Table 1: Peak Runoff Flowrates

3.3 Hydraulic Criteria

The micropool is rectangular in shape and is proposed in a landscaped area in the southeast corner of the site. Sub-basin A sheet flows in a southeast direction toward the southern property boundary. A swale is proposed along the south property boundary as a depression in the pavement with concrete cross pans at the two accesses from First Street. Two 10-foot wide concrete cross pans are proposed to direct flow across the accesses. The cross pans will be a maximum of 1.5" deep. The initial runoff should not exceed a depth of 6" as recommended in UDFCD Volume 1. Swales have been sized to flow the 100-year, 1-hour runoff (see NRCS Swale Calculations in **Appendix B**). Sub-basin B sheet flows in a southeast direction toward the eastern property boundary. A grass lined swale is proposed in the proposed landscape area on the east side of the east property boundary. The grass swale will capture Sub-basin B and off-site runoff coming from

north of the property. The grass swale will be sized to flow larger than the 100-year, 1-hour runoff from Sub-basin B plus 1-foot freeboard (see NRCS Swale Calculations in **Appendix B**).

Sub-basin A will flow to a micropool located in the southeast corner of the property. The micropool flows to a swale leading to a 15" culvert under First Street.

A sidewalk chase is proposed in the sidewalk located on the southeast corner of the property. The flows are directed to the proposed landscape swale leading to 15" existing culvert. A berm is proposed between the sidewalk chase invert and the micropool to keep street and site stormwater separate.

The proposed site and off-site runoff coming from north of the property have historically flowed to the existing 15" corrugated metal pipe (CMP). The proposed site's imperviousness is not significantly increasing and therefore, the existing culvert is not being proposed to be upsized or replaced unless culvert is damaged. Upon construction of the swale, curb and gutter, the existing 15" CMP shall be located, and conditions shall be verified to ensure proper drainage from the site.

4.0 Drainage Facility Design

4.1 General Concept

The percentage of imperviousness for the site will not significantly increase and therefore on-site detention is not proposed. However, a micropool is being proposed to collect and treat stormwater run-off, reduce flow velocity, and divert flows to the existing 15" culvert. The micropool will collect the majority of the proposed site. The micropool is proposed in the southeast corner of the site. Runoff should generally sheet flow towards the micropool. The site should not significantly alter the historic drainage pattern. A general drainage plan, drainage and erosion control plan and drainage and erosion control details are shown in **Appendix C**.

4.2 Specific Details

Maintenance of the swales and micropool should be easy due to the shallow nature of the micropool and the location along the frontage of the site.

Scheduled Maintenance of Proposed Facilities

Scheduled maintenance will occur during daylight, weekday hours. Routine maintenance will include but should not be limited to the following:

- Mowing of the bank slopes and area around the micropool on a monthly basis during the growing season and as needed during the cooler months.
- The berms and swales from the micropool and other areas shall be inspected monthly for debris which could inhibit the proper flow of discharge. Any debris shall be removed immediately and disposed of or placed in a location to prevent future maintenance and to not cause impact up or downstream of the structure.
- Trash shall be removed from around the micropool and entrance of culverts to prevent entering the drainage system. Generally, the site should be kept free of loose trash which could be carried off site by wind or rain.
- Inspect the micropool and culvert structure for non-routine maintenance need.

A. Periodic or Non-Scheduled Maintenance of Proposed Facility

Periodic or non-scheduled maintenance includes routine inspection of the micropool area to identify needed repairs and non-routine maintenance. These items may include but should not be limited to the following:

- Pool area and outfall structure should be inspected after significant storm events.
- Re-growth of trees on or around the micropool bank. These should be cut and removed from the micropool area.

- Sediment from the site may accumulate in the micropool. The micropool should be excavated if the bottom elevation reaches a level that allows excessive aquatic growth or reduces the efficiency to reduce sediment from traveling downstream.
- Any other maintenance or repairs which would minimize other maintenance to the micropool.

If the micropool is significantly impaired such that the micropool is incapable of properly functioning to meet the Town of Keenesburg's stormwater discharge requirements, the owner should assess the corrective action needed and have the micropool restored by properly trained personnel.

5.0 Conclusions

5.1 **Compliance with Weld County Code**

The drainage design of XYZ Enterprises, LLC is consistent with the Weld County Engineering and Construction Guidelines, the Weld County Code and the Town of Keenesburg's Code. A micropool is proposed in the southeast corner of the property to provide treatment prior to stormwater flowing under First Street.

5.2 Drainage Concept

Historical flow patterns and run-off amounts should be maintained in such a manner that should reasonably preserve the natural character of the area and prevent property damage of the type generally attributed to run-off rate and velocity increases, diversions, concentration and/or unplanned ponding of storm run-off for the 100-year storm event. No irrigation companies or property owners within the evaluated area should be negatively affected by the proposed development. Assessment of flows beyond the neighboring properties was not evaluated and maintenance of road side ditches is important to allow for flows below the site.

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APPENDICES

A. Hydrologic Computations

- a. Vicinity Map
- b. USDA-NRCS Soil Report
- c. USGS Topographic Map
- d. FEMA FIRMette Map
- e. NOAA Atlas 14 Rainfall Maps
- f. Percentage of Imperviousness
- g. UD Rational Runoff Calculations
- B. Hydraulic Computations
 - a. NRCS Swale Calculations
- C. 24 x 36 Maps
 - a. General Drainage Plan
 - b. Drainage and Erosion Control Plan
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APPENDIX A

Hydrologic Computations





United States Department of Agriculture

Natural Resources Conservation

Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Weld County, Colorado, Southern Part

XYZ Enterprises, LLC



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/? cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



	MAP L	EGEND)	MAP INFORMATION
Area of Int	terest (AOI)	33	Spoil Area	The soil surveys that comprise your AOI were mapped at
	Area of Interest (AOI)	٥	Stony Spot	1:24,000.
Soils		0	Very Stony Spot	Warning: Soil Map may not be valid at this scale
	Soil Map Unit Polygons	\$2	Wet Spot	
~	Soil Map Unit Lines	Δ	Other	Enlargement of maps beyond the scale of mapping can cause
	Soil Map Unit Points		Special Line Features	line placement. The maps do not show the small areas of
Special	Point Features Blowout	Water Fea	atures	contrasting soils that could have been shown at a more detailed scale.
	Borrow Pit	\sim	Streams and Canals	
	Clay Spot	Transport	tation	Please rely on the bar scale on each map sheet for map
飛	Clased Depression	+++	Rails	measurements.
Ś	Crovel Dit	~	Interstate Highways	Source of Map: Natural Resources Conservation Service
320	Gravel Pit	~	US Routes	Web Soil Survey URL:
	Gravelly Spot	~	Major Roads	Coordinate System. Web Mercator (EFSG.3037)
0	Landfill	~	Local Roads	Maps from the Web Soil Survey are based on the Web Mercator
Λ.	Lava Flow	Backgrou	Ind	distance and area. A projection that preserves area, such as the
عله	Marsh or swamp	Mar.	Aerial Photography	Albers equal-area conic projection, should be used if more
R	Mine or Quarry			accurate calculations of distance of area are required.
0	Miscellaneous Water			This product is generated from the USDA-NRCS certified data as
0	Perennial Water			of the version date(s) listed below.
\vee	Rock Outcrop			Soil Survey Area: Weld County, Colorado, Southern Part
+	Saline Spot			Survey Area Data: Version 17, Sep 10, 2018
°*°	Sandy Spot			Soil map units are labeled (as space allows) for map scales
-	Severely Eroded Spot			1:50,000 or larger.
0	Sinkhole			Date(s) aerial images were photographed: Jul 17, 2015—Oct 2.
>	Slide or Slip			2017
- Ø	Sodic Spot			The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
79	Weld loam, 1 to 3 percent slopes	5.1	100.0%
Totals for Area of Interest		5.1	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Weld County, Colorado, Southern Part

79—Weld loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2x0hw Elevation: 3,600 to 5,750 feet Mean annual precipitation: 12 to 17 inches Mean annual air temperature: 46 to 54 degrees F Frost-free period: 115 to 155 days Farmland classification: Prime farmland if irrigated

Map Unit Composition

Weld and similar soils: 80 percent Minor components: 20 percent Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Weld

Setting

Landform: Interfluves Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Parent material: Calcareous loess

Typical profile

Ap - 0 to 8 inches: loam Bt1 - 8 to 12 inches: clay Bt2 - 12 to 15 inches: clay loam Btk - 15 to 28 inches: loam Bk - 28 to 60 inches: silt loam C - 60 to 80 inches: silt loam

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 14 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 5.0
Available water storage in profile: High (about 11.3 inches)

Interpretive groups

Land capability classification (irrigated): 2e Land capability classification (nonirrigated): 3c Hydrologic Soil Group: C *Ecological site:* Loamy Plains (R067BY002CO) *Hydric soil rating:* No

Minor Components

Adena

Percent of map unit: 8 percent Landform: Interfluves Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Interfluve Down-slope shape: Convex Across-slope shape: Convex Ecological site: Loamy Plains (R067BY002CO) Hydric soil rating: No

Colby

Percent of map unit: 7 percent Landform: Hillslopes Landform position (two-dimensional): Backslope Landform position (three-dimensional): Side slope Down-slope shape: Convex Across-slope shape: Convex Ecological site: Loamy Plains (R067BY002CO) Hydric soil rating: No

Keith

Percent of map unit: 3 percent Landform: Interfluves Landform position (two-dimensional): Summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear Across-slope shape: Linear Ecological site: Loamy Plains (R067BY002CO) Hydric soil rating: No

Baca

Percent of map unit: 2 percent Landform: Interfluves Landform position (two-dimensional): Shoulder, summit Landform position (three-dimensional): Interfluve Down-slope shape: Linear, convex Across-slope shape: Linear, convex Ecological site: Loamy Plains (R067BY002CO) Hydric soil rating: No

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National Flood Hazard Layer FIRMette



Legend

40°7'0.27"N SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) With BFE or Depth Zone AE, AO, AH, VE, AR SPECIAL FLOOD HAZARD AREAS **Regulatory Floodway** 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage TOWN OF KEENESBURG areas of less than one square mile Zone X 080251 Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs OTHER AREAS Area of Undetermined Flood Hazard Zone D GENERAL ---- Channel, Culvert, or Storm Sewer WELD COUNTY STRUCTURES IIIIII Levee, Dike, or Floodwall 080266 20.2 Cross Sections with 1% Annual Chance 17<u>.5</u> Water Surface Elevation AREA OF MINIMAL FLOOD HAZARD **Coastal Transect** Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary T2N R64W S26 **Coastal Transect Baseline** OTHER Profile Baseline 08123C2157E FEATURES Hydrographic Feature eff.1/20/2016 **Digital Data Available** No Digital Data Available TOWN OF KEENESBURG MAP PANELS Unmapped 080251 The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location. This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/22/2019 at 3:52:51 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, USGS The National Map: Orthoimagery, Data refreshed April, 2019. legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for 40°6'32.75"N 1:6,000 Feet unmapped and unmodernized areas cannot be used for

500

1,500

1,000

2,000

regulatory purposes.



NOAA Atlas 14, Volume 8, Version 2 Location name: Keenesburg, Colorado, USA* Latitude: 40.1129°, Longitude: -104.5217° Elevation: 4982.8 ft** * source: ESRI Maps ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-	based poi	nt precipi	tation free	quency es	stimates w	vith 90%	confiden	ce interv	als (in in	ches) ¹			
Duration				Average	recurrence	interval (ye	ears)						
Duration	1	2	5	10	25	50	100	200	500	1000			
5-min	0.243	0.295	0.393	0.487	0.634	0.761	0.901	1.06	1.28	1.46			
	(0.194-0.306)	(0.235-0.372)	(0.313-0.497)	(0.385-0.618)	(0.491-0.854)	(0.572-1.03)	(0.652-1.25)	(0.730-1.50)	(0.848-1.86)	(0.938-2.14)			
10-min	0.356 (0.284-0.448)	0.432 (0.345-0.545)	0.576 (0.458-0.728)	0.713 (0.563-0.905)	0.928 (0.719-1.25)	1.11 (0.837-1.51)	1.11 1.32 837-1.51) (0.954-1.83)		1.87 (1.24-2.73)	2.14 (1.37-3.13)			
15-min	0.434	0.527	0.702	0.869	1.13	1.36	1.61	1.89	2.29	2.61			
	(0.346-0.546)	(0.420-0.664)	(0.558-0.888)	(0.687-1.10)	(0.877-1.53)	(1.02-1.84)	(1.16-2.23)	(1.30-2.68)	(1.52-3.33)	(1.67-3.82)			
30-min	0.582	0.704	0.936	1.16	1.51	1.82	2.15	2.52	3.07	3.51			
	(0.465-0.733)	(0.562-0.888)	(0.744-1.18)	(0.915-1.47)	(1.17-2.04)	(1.36-2.46)	(1.56-2.99)	(1.75-3.59)	(2.03-4.47)	(2.25-5.13)			
60-min	0.715	0.858	1.14	1.41	1.84	2.23	2.66	3.13	3.83	4.41			
	(0.571-0.901)	(0.685-1.08)	(0.903-1.44)	(1.11-1.79)	(1.43-2.50)	(1.68-3.03)	(1.93-3.70)	(2.17-4.47)	(2.54-5.59)	(2.83-6.44)			
2-hr	0.848	1.01	1.34	1.66	2.18	2.64	3.16	3.74	4.60	5.31			
	(0.683-1.06)	(0.814-1.26)	(1.07-1.67)	(1.32-2.09)	(1.71-2.93)	(2.01-3.57)	(2.31-4.36)	(2.62-5.29)	(3.08-6.65)	(3.43-7.68)			
3-hr	0.925	1.10	1.44	1.78	2.34	2.85	3.41	4.05	4.99	5.77			
	(0.748-1.15)	(0.884-1.36)	(1.16-1.79)	(1.42-2.23)	(1.85-3.14)	(2.18-3.83)	(2.51-4.69)	(2.85-5.69)	(3.37-7.18)	(3.75-8.30)			
6-hr	1.09	1.27	1.65	2.02	2.64	3.19	3.81	4.51	5.54	6.40			
	(0.886-1.34)	(1.04-1.57)	(1.34-2.03)	(1.63-2.51)	(2.10-3.50)	(2.46-4.25)	(2.83-5.18)	(3.20-6.27)	(3.77-7.88)	(4.20-9.10)			
12-hr	1.29	1.52	1.95	2.36	3.01	3.57	4.18	4.87	5.85	6.67			
	(1.06-1.58)	(1.25-1.86)	(1.59-2.39)	(1.92-2.90)	(2.40-3.91)	(2.76-4.67)	(3.12-5.60)	(3.48-6.67)	(4.01-8.21)	(4.42-9.38)			
24-hr	1.53	1.81	2.30	2.75	3.44	4.01	4.63	5.30	6.25	7.02			
	(1.26-1.85)	(1.49-2.19)	(1.90-2.79)	(2.26-3.36)	(2.75-4.39)	(3.12-5.17)	(3.47-6.10)	(3.81-7.15)	(4.32-8.64)	(4.70-9.77)			
2-day	1.74 (1.45-2.09)	2.10 (1.75-2.51)	2.69 (2.24-3.24)	3.21 (2.65-3.87)	3.94 (3.16-4.93)	4.54 5.15 (3.54-5.74) (3.88-6.66)		5.79 (4.18-7.68)	6.66 (4.63-9.07)	7.35 (4.97-10.1)			
3-day	1.90	2.26	2.87	3.39	4.14	4.73	5.35	5.99	6.88	7.57			
	(1.60-2.27)	(1.89-2.70)	(2.39-3.43)	(2.81-4.07)	(3.33-5.14)	(3.71-5.95)	(4.05-6.88)	(4.36-7.90)	(4.81-9.30)	(5.15-10.4)			
4-day	2.03	2.39	3.00	3.52	4.27	4.87	5.49	6.14	7.03	7.73			
	(1.71-2.42)	(2.01-2.84)	(2.51-3.57)	(2.93-4.21)	(3.45-5.29)	(3.84-6.10)	(4.18-7.03)	(4.48-8.06)	(4.93-9.47)	(5.28-10.5)			
7-day	2.33	2.71	3.36	3.91	4.68	5.29	5.92	6.56	7.43	8.11			
	(1.97-2.74)	(2.29-3.20)	(2.83-3.97)	(3.27-4.64)	(3.80-5.73)	(4.19-6.56)	(4.53-7.50)	(4.82-8.52)	(5.25-9.90)	(5.58-10.9)			
10-day	2.58	3.00	3.69	4.26	5.06	5.69	6.31	6.95	7.81	8.46			
	(2.19-3.02)	(2.54-3.52)	(3.12-4.34)	(3.59-5.03)	(4.12-6.15)	(4.52-6.99)	(4.85-7.94)	(5.13-8.97)	(5.54-10.3)	(5.86-11.4)			
20-day	3.31	3.80	4.60	5.25	6.14	6.81	7.48	8.14	9.01	9.65			
	(2.83-3.84)	(3.25-4.42)	(3.93-5.36)	(4.46-6.14)	(5.03-7.36)	(5.46-8.27)	(5.79-9.28)	(6.06-10.4)	(6.45-11.8)	(6.75-12.8)			
30-day	3.90	4.46	5.36	6.09	7.07	7.80	8.52	9.22	10.1	10.8			
	(3.35-4.50)	(3.84-5.16)	(4.60-6.21)	(5.20-7.09)	(5.81-8.40)	(6.28-9.40)	(6.63-10.5)	(6.89-11.6)	(7.28-13.1)	(7.58-14.2)			
45-day	4.61 (3.99-5.29)	5.28 (4.56-6.07)	6.34 (5.46-7.30)	7.19 (6.16-8.31)	8.30 (6.85-9.79)	9.12 (7.37-10.9)	9.91 (7.75-12.1)	10.7 (8.01-13.4)	11.6 (8.41-14.9)	12.3 (8.70-16.1)			
60-day	5.19	5.97	7.18	8.14	9.39	10.3	11.2	12.0	13.0	13.7			
	(4.51-5.94)	(5.17-6.83)	(6.21-8.24)	(7.00-9.38)	(7.77-11.0)	(8.35-12.2)	(8.75-13.6)	(9.02-14.9)	(9.41-16.6)	(9.71-17.8)			

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical



NOAA Atlas 14, Volume 8, Version 2

Created (GMT): Tue May 28 14:53:44 2019

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Maps & aerials

Small scale terrain



Large scale terrain





Large scale aerial



Back to Top

US Department of Commerce National Oceanic and Atmospheric Administration National Weather Service National Water Center 1325 East West Highway Silver Spring, MD 20910 Questions?: <u>HDSC.Questions@noaa.gov</u>

Disclaimer

AGPRO fessionals

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Project Number: 2459-01

Designed By: AGPROfessionals

Date: 5/28/19 3:28 PM

Sheet: of

Checked By: CTV Subject: Impervious Area Calculation Overall

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= User Entry

Solving for the Percent Imperviou	ıs (I)	:
		-

Description per UDFCD Table 6-3	% Impervious	Total SqFt	Acres Impervious	
Roofs	90%	9,533	0.20	
Drive and Walk	90%	95,750	1.98	
Greenbelt, Agriculture	2%	2,311	0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
None	0%		0.00	
		107,593	2.18	
	Square Feet	Acres		
Total Impervious Acres	94,800	2.18		
Total Development Acres	107,593	2.47		

Development %I	Actual Design	88%

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Project Number: 2459-01

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Subject: Impervious Area Calculation Subbasin A

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Description per UDFCD Table 6-3	% Impervious	Total SqFt	Acres Impervious
Roofs	90%	4,159	0.09
Drive and Walk	90%	75,624	1.56
Greenbelt, Agriculture	2%	803	0.00
None	0%		0.00
		80,586	1.65
	Square Feet	Acres	
Total Impervious Acres	71,821	1.65	
Total Development Acres	80,586	1.85	

	Development %I	Actual Design	89%
_			

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Project Number: 2459-01

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Subject: Impervious Area Calculation Subbasin B

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= User Entry

Description per UDFCD Table 6-3	% Impervious	Total SqFt	Acres Impervious				
Roofs	90%	<u>5,343</u>	0.11				
Drive and Walk	90%	20,140	0.42				
Greenbelt, Agriculture	2%	1,508	0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
None	0%		0.00				
		26,991	0.53				
	Square Feet	Acres					
Total Impervious Acres	Impervious Acres 22,965						
Total Development Acres	26,991	0.62					

Development %I Actual Design 85%

																	Calcul	ation of F	Peak Runo	off using R	ational M	ethod																		
Designer: Valene Lickley Version 2.00 released May 2017 Company: AGPROfessionals Cells of this color are for required user-input Date: 5/28/2019 Cells of this color are for required user-input Project: XYZ Enterprises Cells of this color are for calculated results based on override: Location: Keenesburg Cells of this color are for calculated results based on override:								n overrides	$ \begin{array}{c} \hline t_{i} = \frac{0.395(1.1 - C_{5})\sqrt{L_{i}}}{S_{i}^{0.33}} \\ \hline t_{t} = \frac{L_{t}}{60K\sqrt{S_{t}}} = \frac{L_{t}}{60V_{t}} \end{array} \end{array} \begin{array}{c} \hline Computed t_{c} = t_{i} + t_{t} \\ \hline Regional t_{c} = (26 - 17i) + \frac{L_{t}}{60(14i + 9)\sqrt{S_{t}}} \end{array} \end{array} \begin{array}{c} \hline t_{minimum} = 5 \ (urban) \\ t_{minimum} = 10 \ (non-urban) \end{array} \end{array}$						Select UDFCD location for NOAA Atlas 14 Rainfall Deptis from the pulldown list OR enter your own deptis obtained from the NOAA website (click this link). $ \frac{2 \cdot yr}{16 \cdot yr} = \frac{5 \cdot yr}{100 \cdot yr}$											1														
Subcatchme Name	nt Area (ac)	NRCS Hydrologic Soil Group	Percent Imperviousness	s 2-yr	5-yr	Runo 10-yr	25-yr	ient, C 50-yr	100-yr	500-yr	Overland Flow Leng L _i (ft)	U/S Elev th (ft) (Option	overland (In ation D/S E nal) (Op	itial) Flow Elevation (ft) otional)	Time Overland Flow Slope S _i (ft/ft)	Overland Flow Time t _i (min)	Channelized Flow Length L _t (ft)	U/S Elevation (ft) (Optional)	Channe n D/S Elevatior (ft) (Optional)	Channelized Flow Slope St (ft/ft)	NRCS Conveyance Factor K	Channelized Flow Velocity V _t (ft/sec)	d Channelized ty Flow Time t _t (min)	Computed t _c (min)	Regional t _c (min)	ation Selected t _c (min)	2-yr	5-yr	Rainfall 10-yr	25-yr	l (in/hr) 50-yr	100-yr	500-yr	2-yr	5-yr	Peak 10-yr	c Flow, Q (c 25-yr	cfs) 50-yr	100-yr	500-yr
Subbasin A	1.85	С	89.0	0.73	0.76	0.79	0.82	0.83	0.85	0.87	220.00				0.024	6.81	260.00			0.011	20	2.10	2.07	8.88	12.80	8.88	2.43	3.23	3.99	5.21	6.31	7.53	10.84	3.29	4.54	5.81	7.88	9.72	11.81	17.42
Subbasin B	0.62	С	85.0	0.69	0.73	0.76	0.80	0.81	0.83	0.86	240.00				0.022	8.03	160.00			0.005	15	1.06	2.51	10.54	13.35	10.54	2.27	3.02	3.74	4.87	5.91	7.05	10.15	0.98	1.36	1.75	2.40	2.98	3.63	5.38
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APPENDIX B

Hydraulic Computations

Natural Resources Conservation Service United States Department of Agriculture

Trapezoidal Channel Section

Participant: XYZ Enterprises, LLC Location: Keenesburg, CO County: County, CO Designer: VL Checker: ______ Date: 05/28/2019 Date: ______

Hydraulics Formula, Version 2.2.1

Grassed Swale

Slope: 0.005 ft/ft 'n' value: 0.035 Hydraulic Radius: 0.47 Area: 3.00 sq ft Velocity: 1.83 ft/sec Capacity: 5.48 cfs

Sideslope: 3:1 Bottom Width: 0 ft Depth of Flow: 1 ft. Width @ surface 6 ft



APPENDIX C

24 x 36 Maps



HWY 6 OFFRAMI _ ____2.2% → PARKING EXISTING SIGN EXISTING EDGE OF PAVEMENT (MATCH GRADE) -EXISTING CONC STEPS -EXISTING BUILDING 4' SIDEWALK WIDENING \leftarrow - EXISTING SHED (TO BE REMOVED) _ EXISTING CONC STEPS _ PARKING $\left(\begin{array}{c} 1\\ GR-2\end{array}\right)$ $\left(\begin{array}{c}1\\GR-2\end{array}\right)$ FILLING ISLAND (TYP) 41.2% 4 7 PARKING PROPERTY BOUNDARY FIRST STREET





Temporary Outlet Protection (TOP)

OP

EC-8



TEMPORARY OUTLET PROTECTION PLAN



SECTION A

	Charling	Induc	
PIPE DIAMETER, Do (INCHES)	DISCHARGE, Q (CFS)	APRON LENGTH, La (FT)	RIPRAP D50 DIAMETER MIN (INCHES)
8	2.5	5	4
	5	10	6
12	5	10	4
	10	13	6
18	10	10	6
	20	16	9
	30	23	12
	40	26	16
24	30	16	9
	40	26	9
	50	26	12
	60	30	16

OP-1. TEMPORARY OUTLET PROTECTION

TOP-2



November 2010





NOT TO SCALE







Traffic Study

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC

Keenesburg Convenience Store 245 Market St., Keenesburg, CO 80643

Traffic Impact Study

Prepared For

XYZ Enterprises, LLC



AGPROfessionals 3050 67th Avenue, Suite 200 Greeley, CO 80634 (970) 535-9318

05/31/2019

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Certifications

I hereby certify that this report for the Traffic Impact Study of XYZ Enterprise's Keenesburg Convenience Store was prepared under my direct supervision in accordance with the provisions of Weld County and Colorado Department of Transportation for the owners thereof.



Chad TeVelde, P.E. AGPROfessionals, LLC

Matthew Koch, E.I.T. AGPROfessionals, LLC

1.0 Introduction

This Traffic Impact Study (TIS) has been performed to characterize existing traffic conditions in the site vicinity, identify site generated traffic and resultant impact on adjacent roadway network, and to analyze the need for mitigation measures. This TIS has been prepared pursuant to Weld County and Colorado Department of Transportation (CDOT) regulations.

XYZ Enterprises is proposing to convert an existing restaurant into a convenience store and fuel station located at 245 Market Street in Keenesburg, CO. The site is further described as Lots 1 and 2 of Mediterranea Minor 1st Amended subdivision located in a portion of the Northwest Quarter of Section 26, Township 2 North, Range 64 West of the 6th P.M., parcel no. 130526214001 and 130526214002. The site is in Keenesburg in the HC (Highway Commercial) Zone District. Figure 1, Vicinity Map, shows the property location.

The convenience store expects to close overnight and employ approximately three to four people during business hours. The fuel station expects to operate 24 hours a day with a total of 28 fueling positions. Figure 2, Site Plan, shows the proposed site plan for the project.



Figure 1 – Vicinity Map

Traffic Impact Study

Page 5 of 20



Figure 2 - Site Plan

2.0 Existing Conditions and Roadway Network

The proposed convenience store is located at the NW intersection of N 1st Avenue and Market Street in Keenesburg, CO.

The project site is located adjacent to Interstate 76 (I-76). Market St. is a two lane northsouth arterial road with a posted speed limit of 30 MPH which feeds I-76 from the South. CDOT reports that Market St. carried an Average Annual Daily Traffic load of 3700 vehicles per day in 2017. N 1st Ave is a two lane east-west collector road with a posted speed limit of 25 MPH. Market St. is uninterrupted; N 1st Ave is under stop sign control. There are no auxiliary turn lanes in this roadway network.

The I-76 eastbound off-ramp is one lane under stop sign control. The I-76 eastbound onramp is one lane. Market St. continues north beyond this intersection where I-76 westbound traffic is intercepted via equivalent on/off ramps.

There is an approximately 150-foot-wide access to the existing restaurant south of I-76 on the west side of Market St.

2.1 Volumes

Existing peak hour traffic volume counts were completed by Counter Measures, Inc. Turning movement counts were collected in 15-minute intervals on Tuesday 01/29/2019 between the hours of 6:30 AM to 8:30 AM and 4:00 PM to 6:00 PM. Turning movement counts were collected from the intersections located at the I-76 WB ramp, I-76 EB ramp, N 1st St. & Market St, and the existing access at the location of the project site.

Figure 3 displays traffic volumes and turning movements from the peak hour traffic count completed by Counter Measures, Inc. Count sheets are presented in **Appendix A**.

2.2 Pedestrian and Bicycle Facilities

Currently there are no existing sidewalks or bicycle facilities adjacent to the project site. Additionally, the project is not anticipated to generated pedestrian or bicycle trips. Any additional pedestrian or bicycle traffic from this project, if any, should be negligible.

3.0 Proposed Development

The proposed development is a convenience store and fuel station. The convenience store would occupy the existing 5,566 square foot restaurant with 28 fueling stations located outside the eastern and southern perimeter of the building. It is proposed that the existing access be closed. N 1st Ave will be extended and paved along the existing right of way west of Market Street. The site access point will be located along the stretch of N 1st Ave extended west of Market Street.

3.1 Trip Generation

Site generated traffic estimates were determined using a combination of locally collected traffic data and trip generation rates obtained from the Trip Generation Handbook published by the Institute of Transportation Engineers (ITE). Using the ITE 9th Edition Trip Generation Rates, the proposed project is expected to generate approximately 4,707 daily weekday trips, 228 AM peak hour trips, and 284 PM peak hour trips.

These rates do not discern between different trip generation rates that may occur across different regions. Collecting peak hour traffic from the existing restaurant at the site location provides a local correction factor to the published trip generation rates used for a high turnover/sit down restaurant. Applying this local correction factor (expressed as a percentage of locally collected traffic data to published generation rates) to the published trip generation rates for a Convenience Market w/ Gasoline Pumps yields a more reasonable trip generation rate applicable to the Town of Keenesburg. This analysis shows that the actual peak hour trip generation is approximately 40% that of the published rate.

While the ITE recommends a pass-by trip generation deduction of 60%, a 10% deduction to trip generation yields a more reasonable result given existing traffic volumes. This trip deduction applies to the surrounding roadways, but not the access point. Table 1 is a summary of how the trip generation was calculated.

ITE Code	Land Use	Size	Avera T	ge Daily rips		А	M Peal	k Hour I	`rips		PM Peak Hour Trips								
			Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total	Pass -By		
853	Convenience Market w/ Gasoline Pumps	5,566 sq. ft.	845.6 / KSF	4,707	40.92/ KSF	50 %	114	50%	114	228	50,92/ KSF	50 %	142	50%	142	284	66%		
932	High Turnover/Sit Down Restaurant	5,566 sq. ft.	127.1 5/ KSF	708	10.81/ KSF	55 %	33	45%	27	60	9.85/ KSF	60 %	33	40%	22	55	43%		
Loca	al Restaurant Cou	endix			14		9	23			9		6	15	æ				
	Local Correcti	16.37/ KSF	50 %	46	50%	46	92	20.37/ KSF	50 %	57	50%	57	114						

Table 1 - Trip Generation

3.2 Trip Distribution

Distribution of site generated traffic is determined through the evaluation of proposed access management, existing roadway geometry and traffic volumes, and surrounding roadway network features. The Trip Distribution serves to identify the directional distribution of site generated traffic. Figure 4 illustrates the trip distribution used for the proposed convenience store. Data obtained from the traffic count performed on 01/29/2019 indicates that 70% of traffic accessing the existing site enters from the north and 30% from the south. Of the traffic entering from the south, approximately 100% originates from Market St. NB. Of the traffic entering from the north, approximately 60% originates from I-76 EB, 5% from I-76 WB, and 35% from Market St. SB. Applying these distributions to the roadway geometry, Figure 4 illustrates the trip distribution with equal percentages entering and exiting from/to their respective I-76 direction of travel.

3.3 Traffic Assignment

Traffic assignment was generated by applying the site generated traffic estimates to the trip distribution. Figure 5 shows the site generated traffic assignment used for the proposed convenience store.

3.4 Projected Total Peak Hour Traffic

The Colorado Department of Transportation (CDOT) Online Transportation Information System (OTIS) provides a 20 year growth factor of 1.47 for the area of study of the proposed project. The projected 2039 traffic volumes were calculated by applying the growth factor to the current peak hour traffic counts with and without development.

Site generated peak hour traffic volumes were added to the background traffic volumes to forecast the estimated traffic conditions for the 2039 horizon. Figure 6 shows the Projected Background Peak Hour Traffic. Figure 7 shows the Projected Total Peak Hour Traffic.



Figure 3 - Recent Peak Hour Traffic

Traffic Impact Study



Figure 4 - Trip Distribution



Figure 5 - Site Generated Peak Hour Traffic

Traffic Impact Study



Market St

Figure 6 – Projected Background Peak Hour Traffic

Page 14 of 20



Figure 7 - Projected Total Peak Hour Traffic

4.0 Traffic Operation Analysis

The overall capacity was determined by methodologies outlined in the 2010 Edition of the Highway Capacity Manual (HCM). The following analysis of traffic operations was performed on the following intersections that are two-way stop controlled:

- 1) I-76 WB/Market St.
- 2) I-76 EB/Market St.
- 3) N 1st Street/Market St.

4.1 Analysis Methodology

Capacity analysis results are listed in terms of level of services (LOS). LOS is defined in terms of the average total vehicle delay of all movements through the intersection. Vehicle delay is a method of quantifying several intangible characteristics of traffic experienced by the driver while encountering traffic at an intersection. LOS ranges from A (short delays) to F (long delays). A description of the LOS for signalized and unsignalized intersections from the 2010 HCM are provided in **Appendix B**.

4.2 Intersection Operational Analysis

Intersection operational analysis was performed on the study intersections under current and projected background and total 2039 conditions. The calculations for this analysis are provided in **Appendix C**. Based on the Projected Total Peak Hour Traffic volumes shown in Figure 7, all intersections in the study area are projected to operate at an acceptable LOS. Tables 2-3 show the Level of Service Analysis for current traffic conditions, projected 2039 background traffic conditions, and projected 2039 total traffic conditions. Table 4 shows the 2039 Projected Total Peak Hour Level of Service.

Intersection	Movement	Level of Service (LOS)									
		AM	РМ								
I-76 WB & Market St.	WB Approach	В	В								
I-76 WB & Market St.	NB LT	A	A								
I-76 EB & Market St.	EB Approach	Α	A								
I-76 EB & Market St.	SB LT	А	А								
N 1 st St & Market St.	WB Approach	В	В								
N 1 st St & Market St.	SB LT	A	А								

Table 2 - Current Peak Hour LOS

Intersection	Movement	Level of Service (LOS)								
		AM	PM							
I-76 WB & Market St.	WB Approach	С	С							
I-76 WB & Market St.	NB LT	Α	Α							
I-76 EB & Market St.	EB Approach	В	В							
I-76 EB & Market St.	SB LT	А	A							
N 1 st St & Market St.	WB Approach	В	В							
N 1 st St & Market St.	SB LT	A	А							

Table 3 – 2039 Projected Background Peak Hour LOS

Table 4 - 2039 Projected Total Peak Hour LOS

Intersection	Movement	Level of Service (LOS)								
		AM	PM							
I-76 WB & Market St.	WB Approach	С	С							
I-76 WB & Market St.	NB LT	А	А							
I-76 EB & Market St.	EB Approach	В	В							
I-76 EB & Market St.	SB LT	А	А							
N 1 st St & Market St.	EB Approach	C	С							
N 1 st St & Market St.	WB Approach	В	С							
N 1 st St & Market St.	NB LT	A	A							
N 1 st St & Market St.	SB LT	A	A							

4.3 Auxiliary Lane Analysis

The CDOT State Highway Access Category Assignment Schedule classifies N. Market St. as a Non-Rural Arterial. Per Section 3.11 of the CDOT SHAC, a left turn lane with storage is required for any access with a projected peak hour left ingress turning volume greater than 25 vph. A right turn lane with storage is required for any access with a projected peak hour right ingress turning volume greater than 25 vph. Roads with posted speed limits below 40 MPH typically operate acceptably without the addition of deceleration and acceleration lanes.

Based upon the above thresholds set forth in the CDOT SHAC and the 30 MPH speed limit on Market St, auxiliary lanes are not required for the project.

5.0 Conclusions

Based upon the analysis presented in this TIS, the proposed convenience store located at 245 Market Street, Keenesburg, CO 80643 will not create a negative impact upon the local and regional traffic system. The essential findings presented in this TIS are:

- The proposed project involves the conversion of a 5,566 sq. ft. existing restaurant into a convenience store with 28 fueling positions
- The proposed project is anticipated to generate approximately 92 AM Peak Hour trips, 114 PM Peak Hour Trips, and 1880 daily trips, with approximately 10% of these being pass-by trips
- All study intersections can accommodate the projected 2039 traffic volumes arising from local growth and project trip generation
- Per the standards set forth in the CDOT SHAC, auxiliary lanes are not required for this project

References

Colorado Department of Transportation. *Recommended Outline for Traffic Impact Study*. Feb. 2008.

Institute of Transportation Engineers. Trip Generation Handbook, 9th Edition. 2012.

The Transportation Commission of Colorado. *State of Colorado State Highway Access Code*. Mar. 2002. Web. 7 Feb. 2019 <<u>https://www.codot.gov/business/permits/accesspermits/references/601_1_accesscode_m</u> arch2002_.pdf/view>.

Transportation Research Board. Highway Capacity Manual, Sixth Edition. 2010.

Weld County Public Works Department. *Weld County 2035 Transportation Plan*. May 2011. Web. 15 Feb. 2019

<<u>https://www.weldgov.com/departments/public_works/transportation_planning/2035_transportation_plan</u>>.

Appendices

- A. Traffic Counts
- B. LOS Table
- C. LOS HCM Analysis

APPENDIX A

N/S STREET:MARKET ST E/W STREET: I-76 N. RAMPS CITY: KEENESBURG COUNTY: WELD

File Name : I-76 N. RAMPS AT KEENESBURG Site Code : 00000026 Start Date : 1/29/2019 Page No : 1

	Groups Printed- VEHICLES MARKET ST. I-76 NORTH RAMPS MARKET ST.																
		South	bound		177.5	West	bound	10	10000	North	bound			Eastb	ound) 	
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	10	5	0	7	0	7	0	34	49	0	0	0	0	0	0	112
06:45 AM	0	9	9	0	4	0	2	0	27	54	0	0	0	0	0	0	105
Total	0	19	14	0	11	0	9	0	61	103	0	0	0	0	0	0	217
07:00 AM	0	21	18	0	5	0	1	0	35	15	0	0	0	0	0	0	95
07:15 AM	0	55	23	0	6	0	1	0	35	21	0	0	0	0	0	0	141
07:30 AM	0	29	7	0	5	0	1	0	46	28	0	0	0	0	0	0	116
07:45 AM	0	12	10	0	5	0	1	0	35	15	0	0	0	0	0	0	78
Total	0	117	58	0	21	0	4	0	151	79	0	0	0	0	0	0	430
08:00 AM	0	12	7	0	1	0	3	0	51	31	0	0	0	0	0	0	105
08:15 AM	0	9	9	0	0	0	1	0	34	18	0	0	0	0	0	0	71
Total	0	21	16	0	1	0	4	0	85	49	0	0	0	0	0	0	176
04:00 PM	0	13	2	0	4	1	2	1	44	11	0	0	0	0	0	0	78
04:15 PM	Ō	15	5	õ	2	0	4		26	9	ň	õ	ň	õ	ň	ő	61
04:30 PM	Ō	12	3	Ō	3	ō	Ó	Ő	24	14	ŏ	õ	ŏ	ő	ŏ	õ	56
04:45 PM	0	28	9	ō	1	1	1	0	20	25	ŏ	õ	õ	õ	ŏ	ő	85
Total	0	68	19	0	10	2	7	1	114	59	0	0	0	0	0	Ő	280
05:00 PM	0	40	12	0	3	1	2	0	63	12	0	0	0	0	0	0	133
05:15 PM	0	8	7	0	1	0	0	0	60	10	0	0	0	0	Ō	0	86
05:30 PM	0	12	8	0	1	2	1	0	33	24	0	0	0	0	Ō	0	81
05:45 PM	0	16	2	0	5	0	1	0	31	6	0	0	0	0	0	0	61
Total	0	76	29	0	10	3	4	0	187	52	0	0	0	0	0	0	361
Grand Total	0	301	136	0	53	5	28	1	598	342	0	0	0	0	0	0	1464
Apprch %	0.0	68.9	31.1	0.0	60.9	5.7	32.2	1.1	63.6	36.4	0.0	0.0	0.0	0.0	0.0	0.0	
Total %	0.0	20,6	9.3	0.0	3.6	0.3	1.9	0.1	40.8	23.4	0.0	0.0	0.0	0.0	0.0	0.0	

N/S STREET:MARKET ST E/W STREET: I-76 N. RAMPS CITY: KEENESBURG COUNTY: WELD
 File Name
 : I-76 N. RAMPS AT KEENESBURG

 Site Code
 : 00000026

 Start Date
 : 1/29/2019

 Page No
 : 2

-		M/	ARKE	T ST.		ŀ	-76 NC W	ORTH lestbo	RAM	PS	gandum I	MA	RKE	TST.							
Start	Left	Thr	Rig	Ped	App.	Left	Thr	Rig	Ped	App.	Left	Thr	Rig	Ped	App.	Left	Thr	Rig	Ped	App.	Int.
Peak Hour	From C	7:15	AM to	08:00	AM - P	eak 1 d	of 1	m	3	TOtal		u	m	5	Total		ų			Total	rotai
Intersecti on	07:15	5 AM																			
Volume	0	108	47	0	155	17	0	6 26	0	23	167	95 36	0	0	262	0	0	0	0	0	440
Percent	0.0	7	30.	0.0		9	0.0	20.	0.0		7	3	0.0	0.0		0.0	0.0	0.0	0.0		
07:15 Volume	0	55	23	0	78	6	0	1	0	7	35	21	0	0	56	0	0	0	0	0	141
Peak Factor											1										0.780
High Int.	07:15	5 AM				07:15	5 AM	5		_	08:00	MA (_							
Volume Peak	0	55	23	U	78 0.49	6	0	1	0	ر 0.82	51	31	0	0	82 0.79						
Factor					7	1				1					9						
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N/S STREET:MARKET ST E/W STREET: I-76 N. RAMPS CITY: KEENESBURG COUNTY: WELD
 File Name
 : I-76 N. RAMPS AT KEENESBURG

 Site Code
 : 00000026

 Start Date
 : 1/29/2019

 Page No
 : 2

	MARKET ST. I-76 Southbound							-76 NORTH RAMPS Westbound						MARKET ST. Northbound Eastbo							
Start Time	Left	Thr	Rig	Ped	App. Total	Left	Thr u	Rig ht	Ped	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Peak Hour I Intersecti	From C	4:45	PM to	05:30	PM - P	eak 1 (of 1				E.					i					
on Volume	04.40	88	36	0	124	6	4	4	0	14	176	71	0	0	247	0	0	0	0	0	385
Percent	0.0	71. 0	29. 0	0.0		42. 9	28. 6	28. 6	0.0		71. 3	28. 7	0.0	0.0		0.0	0.0	0.0	0.0		
05:00 Volume Peak	0	40	12	0	52	3	1	2	0	6	63	12	0	0	75	0	0	0	0	0	133 0.724
Factor High Int. Volume Peak Factor	05:00 0) PM 40	12	0	52 0.59 6	05:00 3) PM 1	2	0	6 0.58 3	05:00 63) PM 12	0	0	75 0.82 3						
		[Out 75	MARKE In	T ST. T 24	otal 199									
									36 Right	88 Thru	0 Left I	0 Peds									
									4		-							2		k.	
			216 216	0	5					•			A.			t Rg	: ÎL,				
				0						Nor	lh					tt The	4	0 0			
			Dut Not Na 216	0 0	на				1/29/ 1/29/ VEH	2019 4:4 2019 5:3 ICLES	5:00 PM 0:00 PM					↓ Left F	6	in KAMPa In To 14			
					8											eds	0	otal 14	1		
		•		2																	
									Left 176	Thru 71	 Right 0	Peds 0							2		
									94 Out		47	341 otal									

N/S STREET: MARKET ST E/W STREET: I-76 S. RAMPS AT KEENESBERG CITY: KEENESBURG COUNTY: WELD File Name : I-76 S. RAMPS AT KEENESBURG Site Code : 00000017 Start Date : 1/29/2019 Page No : 1

						C	Groups	Printed-	VEHIC	LES		1 ago /					
	MARKET ST. Southbound						bound			MARK North	ET ST. bound		1-7	6 EB O Easth	FF RAM	ΛP	
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10.0120
06:30 AM	0	17	0	0	0	0	0	0	0	66	2	0	17	0	27	0	129
06:45 AM	0	13	0	0	0	0	0	0	0	56	3	0	25	0	22	0	119
Total	0	30	0	0	0	0	0	0	0	122	5	0	42	0	49	0	248
07:00 AM	0	26	0	0	0	0	0	0	0	46	1	0	4	0	19	0	96
07:15 AM	1	61	0	0	0	0	0	0	0	52	4	0	4	0	27	0	149
07:30 AM	0	34	0	0	0	0	0	0	0	62	1	0	12	0	38	0	147
07:45 AM	0	17	0	0	0	0	0	0	0	45	6	0	5	0	29	0	102
Total	1	138	0	0	0	0	0	0	0	205	12	0	25	0	113	0	494
08:00 AM	0	13	0	0	0	0	0	0	0	74	5	0	8	0	24	0	124
08:15 AM	0	9	0	0	0	Ō	Ō	Ō	Ō	45	2	Ő	7	Ő	15	Ő	78
Total	0	22	0	0	0	0	0	0	0	119	7	0	15	0	39	0	202
04:00 PM	0	17	0	0	0	0	0	0	0	48	4	0	7	0	34	0	110
04:15 PM	1	16	0	0	0	0	0	0	0	29	2	0	6	0	40	0	94
04:30 PM	0	15	0	0	0	0	0	0	0	33	5	0	5	0	37	0	95
04:45 PM	2	27	0	0	0	0	0	0	0	39	4	0	6	0	50	0	128
Total	3	75	0	0	0	0	0	0	0	149	15	0	24	0	161	0	427
05:00 PM	8	35	0	0	0	0	0	0	0	68	1	0	7	0	32	0	151
05:15 PM	1	8	0	0	0	0	0	0	0	66	2	0	4	0	45	0	126
05:30 PM	1	12	0	0	0	0	0	0	0	50	6	0	7	1	41	0	118
05:45 PM	4	17	0	0	0	0	0	0	0	34	4	0	3	3	40	0	105
Total	14	72	0	0	0	0	0	0	0	218	13	0	21	4	158	0	500
Grand Total	18	337	0	0	0	0	0	0	0	813	52	0	127	4	520	0	1871
Apprch %	5.1	94.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	94.0	6.0	0.0	19.5	0.6	79.9	0.0	
Total %	1.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	43.5	2.8	0.0	6.8	0.2	27.8	0.0	

N/S STREET: MARKET ST E/W STREET: I-76 S, RAMPS AT KEENESBERG CITY: KEENESBURG COUNTY: WELD

File Name : I-76 S. RAMPS AT KEENESBURG Site Code : 00000017 Start Date : 1/29/2019 Page No : 2

		M/ Sc	RKET	ST.		Westbound						MA	ST.								
Start Time	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Peak Hour I Intersecti on	From (07:1	6:30 5 AM	AM to	08:30	AM - Pe	eak 1 d	of 1												1		
Volume	1	125	0	0	126	0	0	0	0	0	0	233	16	0	249	29	0	118	0	147	522
Percent	0.8	99. 2	0.0	0.0	4	0.0	0.0	0.0	0.0		0.0	93. 6	6.4	0.0		19. 7	0,0	80. 3	0.0		
07:15 Volume Peak	1	61	0	0	62	0	0	0	0	0	0	52	4	0	56	4	0	27	0	31	149 0.876
Factor																					0.010
High Int.	07:15	5 AM				6:15:	00 AM				08:00	MA (07:30	MA (1	
Volume Peak Factor	1	61	0	0	62 0.50 8	0	0	0	0	0	0	74	5	0	79 0.78 8	12	0	38	0	50 0.73 5	



N/S STREET: MARKET ST E/W STREET: I-76 S. RAMPS AT KEENESBERG CITY: KEENESBURG COUNTY: WELD File Name : I-76 S. RAMPS AT KEENESBURG Site Code : 00000017 Start Date : 1/29/2019 Page No : 2

(4 mit 46 mit 19	MARKET ST. Southbound					Westbound					MARKET ST. Northbound					-					
Start Time	Left	Thr u	Rig ht	Ped s	App. Totai	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Peak Hour I	From C	4:00 F	PM to	05:45 F	PM - Pe	eak 1 d	of 1														
Intersecti on	04:45	5 PM																			
Volume	12	82	0	0	94	0	0	0	0	0	0	223	13	0	236	24	1	168	0	193	523
Percent	12. 8	87. 2	0.0	0.0		0.0	0.0	0.0	0.0		0.0	94. 5	5.5	0.0		12. 4	0.5	87. 0	0.0		
05:00 Volume	8	35	0	0	43	0	0	0	0	0	0	68	1	0	69	7	0	32	0	39	151
Peak																					0.866
Factor High Int.	05:00 PM							05:00 PM					04:45 PM								
Volume	8	35	0	0,	43	0	0	0	0	0	0	68	1	0	69	- 6	0	50	0	56	
Factor					0.54			0							5					0.00	



N/S STREET: MARKET ST. E/W STREET: DENO'S SITE ENTRANCE CITY: KEENESBURG COUNTY: WELD

File Name : MARKET ST & DENO'S SITE ENT. Site Code : 00000015 Start Date : 1/29/2019 Page No : 1

						(Groups	Printed-	VEHIC	LES		i aye i					
Start Time		MARK South	ET ST bound			West	oound			MARK North	ET ST		DEN				
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Inf Tots
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10	10	10	100
06:30 AM	0	38	2	0	0	0	0	0	1	62	0	0	0	0	0	0	10
06:45 AM	0	33	0	0	0	0	0	0	0	55	0	Ō	Ō	ō	õ	õ	P
Total	0	71	2	0	0	0	0	0	1	117	0	0	0	0	0	0	19
07:00 AM	0	39	1	0	0	0	0	0	0	44	٥	0	1	0	1	0	
07:15 AM	0	79	3	0	0	0	ō	õ	ŏ	48	ň	ň	2	0		0	12
07:30 AM	0	68	2	0	0	0	Ő	ŏ	1	66	õ	õ	ñ	ň	ň	ő	10
07:45 AM	0	44	2	0	0	0	0	Ō	1	49	Ő	õ	2	ő	à	0	10
Total	0	230	8	0	0	0	0	0	2	207	Ő	Ő	5	0	4	0	45
08:00 AM	0	34	3	0	0	0	0	0	2	78	0	0	2	0	0	0	4.4
08:15 AM	0	24	0	0	0	Ō	õ	Õ	2	46	Ő	ŏ	2	Ő	1	0	7
Total	0	58	3	0	0	0	0	0	4	124	0	0 (4	0	1	0	19
04:00 PM	0	48	1	0	0	0	0	0	1	53	0	0	0	0	1	0	10
04:15 PM	0	53	0	0	0	0	0	0	0	30	Ō	Ō	1	ŏ	1	0	8
04:30 PM	0	50	1	0	0	0	0	0	1	42	0	Ō	Ó	ō	Ó	ő	9
04:45 PM	0	67	1	0	0	0	0	1	1	40	0	0	0	Ő	1	õ	11
lotal	0	218	3	0	0	0	0	1	3	165	0	0	1	0	3	0	39
05:00 PM	0	65	1	0	0	0	0	1	0	70	0	0	0	٥	0	0	12
05:15 PM	0	58	2	0	0	0	0	0	1	72	Ō	ō	ŏ	ŏ	1	ő	13
05:30 PM	0	56	2	0	0	0	0	0	1	55	Ő	ō	3	õ	1	ő	11
05:45 PM	0	62	0	0	0	0	0	0	1	44	0	0	0	ō	ò	õ	10
lotal	0	241	5	0	0	0	0	1	3	241	0	0	3	0	2	Ő	49
rand Total Apprch % Total %	0 0.0 0.0	818 97.5 47.3	21 2.5 1.2	0 0.0	0 0.0 0.0	0 0.0	0 0.0	2 100.0	13 1.5	854 98.5	0 0.0	0.0	13 56.5	0.0	10 43.5	000	173 [.]
N/S STREET: MARKET ST. E/W STREET: DENO'S SITE ENTRANCE CITY: KEENESBURG COUNTY: WELD File Name : MARKET ST & DENO'S SITE ENT. Site Code : 00000015 Start Date : 1/29/2019 Page No : 2



N/S STREET: MARKET ST. E/W STREET: DENO'S SITE ENTRANCE CITY: KEENESBURG COUNTY: WELD File Name : MARKET ST & DENO'S SITE ENT, Site Code : 00000015 Start Date : 1/29/2019 Page No : 2

	MARKET S1 Southbound t Left Thr Rig Pe			T ST und			w	estbo	und			MA No	RKET	T ST und		DE	NO'S Ea	I-76 S astbou	SITE E und	NT.	
Start Time	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Peak Hour I Intersecti on	From 0 04:48	04:00 F 5 PM	PM to	05:45	PM - Pe	eak 1 c	of 1										7	1000 (1000) #100	1994 - 1994 ()	n(4 1-5) (131 5-5)	
Volume	0	246	6	0	252	0	0	0	2	2	3	237	0	0	240	3	0	3	0	6	500
Percent	0.0	97. 6	2.4	0.0		0.0	0.0	0.0	100 .0		1.3	98. 8	0.0	0.0		50. 0	0.0	50. 0	0.0		
05:00 Volume	0	65	1	0	66	0	0	0	1	1	0	70	0	0	70	0	0	0	0	0	137
Feak															8						0.912
High Int.	04:48	5 PM				04:45	PM				05:15	5 PM				05:30	PM				
Volume Peak Factor	0	67	1	0	68 0.92 6	0	0	0	1	1 0.50 0	1	72	0	0	73 0.82 2	3	0	1	0	4 0.37 5	



N/S STREET: MARKET ST. E/W STREET: 1ST ST. CITY: KEENESBURG COUNTY: WELD File Name : MARKET ST. & 1st ST. Site Code : 00000013 Start Date : 1/29/2019 Page No : 1

Groups Printed-VEHICLES MARKET ST. MARKET ST. 1st ST. Southbound Westbound Northbound Eastbound Int. Start Time Left Thru Right Peds Left Thru Right Peds Peds Peds Left Thru Right Left Thru Right Total 1.0 1.0 1.0 1.0 1.0 Factor 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 06:30 AM 06:45 AM Total 07:00 AM 07:15 AM 07:30 AM 07:45 AM Total 08:00 AM 08:15 AM Total 04:00 PM 04:15 PM 04:30 PM 04:45 PM Total 05:00 PM 05:15 PM 05:30 PM 05:45 PM Ô Total Ö Ō Grand Total Apprch % 98.0 0.0 2.0 0.0 53.6 0.0 46.4 0.0 0.0 98.5 1.4 0.1 0.0 0.0 0.0 0.0 Total % 1.0 47.3 0.0 0.0 0.9 0.0 0.8 0.0 0.0 49.4 0.7 0.1 0.0 0.0 0.0 0.0

N/S STREET: MARKET ST. E/W STREET: 1ST ST. CITY: KEENESBURG COUNTY: WELD

File Name MARKET ST. & 1st ST. Site Code : 00000013 Start Date : 1/29/2019 Page No : 2

		MA	RKET	ST.			w	1st ST estbol	r. und			MA	RKET	ST. und			E	astbou	ind	- 800 - E	
Start Time	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr	Rig ht	Ped	App. Total	Left	Thr	Rig ht	Ped s	App. Total	Left	Thr	Rig	Ped	App. Total	Int. Total
Peak Hour I Intersecti on	From 07:18	06:307 5 AM	AM to	08:30	AM - Pe	eak 1 d	of 1										1	e en istad			
Volume	3	225	0	0	228	3	0	4	0	7	0	241	4	0	245	0	0	0	0	0	480
Percent	1.3	98. 7	0.0	0.0		42. 9	0.0	57. 1	0,0		0,0	98. 4	1.6	0.0		0.0	0.0	0.0	0.0		
07:30 Volume Peak Factor	1	68	0	0	69	0	0	1	0	1	0	66	1	0	67	0	0	0	0	0	137 0.876
High Int.	07:15	5 AM				08:00	MA				08:00	MA (6 15 (00 AM				
Volume Peak Factor	0	79	0	0	79 0.72 2	2	0	1	0	3 0.58 3	0	78	1	0	79 0.77 5						
127					1				Out 245	MARKE In	rst. 18	otal 473]									



N/S STREET: MARKET ST. E/W STREET: 1ST ST. CITY: KEENESBURG COUNTY: WELD

File Name : MARKET ST. & 1st ST. Site Code 00000013 Start Date 1/29/2019 Page No 2

60

Peds 0 Total 20

	MARKET ST. Southbound Start Left Thr Rig Ped App. I time u ht s Total			w	1st S	T. und			MA	RKET	ST.			E	astboi	und					
Start Time Peak Hour	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Left	Thr	Rig ht	Ped s	App. Total	Left	Thr u	Rig ht	Ped s	App. Total	Int. Total
Intersecti	04:45	5 PM	i wi to	00.40	1 10 - 13		,, ,														
Volume	6	246	0	0	252	9	0	3	0	12	0	237	2	1	240	0	0	0	0	0	504
Percent	2.4	97. 6	0.0	0.0		75. 0	0,0	25. 0	0.0		0,0	98. 8	0,8	0.4		0.0	0.0	0.0	0.0		
05:00 Volume Peak Factor	2	65	0	0	67	1	0	3	0	4	0	70	1	0	71	0	0	0	0	0	142 0.887
High Int.	04:45	PM				05:00	PM				05:15	5 PM									
Volume Peak Factor	2	67	0	0	69 0,91 3	1	0	3	0	4 0.75 0	0	72	0	1	73 0.82 2						
								and the second se	Oul 240 Right	MARKE In 25 246 Thru ↓	1 ST. 12 6 Left	otal 492) 0] ²eds				~					
		Not Named		0 0 0 Roht Thru Left					1/29/2	North 2019 4:45 2019 5:30	h :00 PM :00 PM					Right Thru Left	3 0	Out In 151.	<u>.</u>		

VEHICLES

r:⊪

1

ft Thru Right Peds 0 237 2 1 Left 255 240 495 Out In Total MARKET ST.

o] eds

Out

APPENDIX B

Level of Service Definitions

Level of Service	Signalized Intersection	Unsignalized Intersection
(LOS)	Average Total Delay	Average Total Delay
	(sec/veh)	(sec/veh)
А	≤ 10	≤ 10
В	> 10 and ≤ 20	> 10 and ≤ 15
С	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

APPENDIX C

	HCS7 Two-Way Stop-Control Report															
	HCS7 Two-Way Stop-Control Report eneral Information Site Information															
General Information							Site	Inforr	natio	n						
Analyst	Matth	new Kocł	 ו				Inters	ection			I-76 V	VB Ramp	o & Marl	ket St.		
Agency/Co.							Jurisd	liction			Keene	esburg				
Date Performed	1/29/	2019					East/\	Nest Stre	eet		I-76 V	VB Ramp)			
Analysis Year	2019						North	/South S	Street		Marke	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459-	·01														
anes																
				74474	Р 4 Л П Major	↓ ▲ 本 ↓ ↓ Street: Nor	↑ 	ע דאר דר לא								
Vehicle Volumes and Adju	istme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	R U L T R U L T R U L T										Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6

Priority		10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LTR			LT						TR
Volume (veh/h)						17	0	6		167	95				108	47
Percent Heavy Vehicles (%)						6	6	6		6						
Proportion Time Blocked																
Percent Grade (%)						(0									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)						7.1	6.5	6.2		4.1						
Critical Headway (sec)						7.16	6.56	6.26		4.16						
Base Follow-Up Headway (sec)						3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)						3.55	4.05	3.35		2.25						
Delay, Queue Length, and	Leve	l of Se	ervice													
Flow Rate, v (veh/h)							26			186						
Capacity, c (veh/h)							473			1381						
v/c Ratio							0.05			0.13						
95% Queue Length, Q ₉₅ (veh)							0.2			0.5						
Control Delay (s/veh)							13.0			8.0						
Level of Service (LOS)							В			А						
Approach Delay (s/veh)						13	3.0			5	.5					
Approach LOS							B									

	HCS7 Two-Way Stop-Control Report neral Information Natthew Koch Intersection Information															
General Information							Site	Infor	natio	n						
Analyst	Mattl	new Kocl	า				Inters	section			I-76 \	VB Ram	o & Mar	ket St.		
Agency/Co.							Juriso	diction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Str	eet		I-76 \	VB Ram	0			
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fa	ctor		0.90					
Intersection Orientation	North	n-South					Analy	vsis Time	Period (hrs)	0.25					
Project Description	2459	-01														
.anes																
				J 4 4 7 4	ብ ካ _{Majo}	역 역 수 Y r Street: No	th-South	4 4 2 4 4 4								
Vehicle Volumes and Adju	ustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LTR			LT						TR
Volume (veh/h)						6	4	4		176	71				88	36
Percent Heavy Vehicles (%)						6	6	6		6						
				1	T	T	1		1		1					

comgaration													
Volume (veh/h)						6	4	4	176	71		88	36
Percent Heavy Vehicles (%)						6	6	6	6				
Proportion Time Blocked													
Percent Grade (%)						(0						
Right Turn Channelized													
Median Type Storage				Undi	vided								
Critical and Follow-up He	adwa	ys											
Base Critical Headway (sec)						7.1	6.5	6.2	4.1				
Critical Headway (sec)						7.16	6.56	6.26	4.16				
Base Follow-Up Headway (sec)						3.5	4.0	3.3	2.2				
Follow-Up Headway (sec)						3.55	4.05	3.35	2.25				
Delay, Queue Length, and	l Leve	l of Se	ervice	•									
Flow Rate, v (veh/h)							16		196				
Capacity, c (veh/h)							504		1422				
v/c Ratio							0.03		0.14				
95% Queue Length, Q_{95} (veh)							0.1		0.5				
Control Delay (s/veh)							12.4		7.9				
Level of Service (LOS)							В		А				
Approach Delay (s/veh)						12	2.4		6	.0			
Approach LOS							В						

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2019.02.12 _ I76 WB _ Market _ PM _ CURRENT.xtw

		Н	CS7	Two	-Way	' Stoj	o-Co	ntrol	Rep	ort						
General Information	_	_	_	_			Site	Inform	natio	n	_	_	_	_	_	
Analyst	Mattl	new Kocl	 1				Inters	ection		•	I-76 F	B Ramn	& Mark	et St		
Agency/Co	Width						Jurisc	liction			Keen	esbura				
Date Performed	1/29/	2019					East/	West Str	eet		1-76 F	B Ramp				
Analysis Year	2019	2010					North	/South	Street		Mark	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459	-01					,			. ,						
Lanes																
	/ehicle Volumes and Adjustments															
Vehicle Volumes and Adju	ustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority	<u> </u>	10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LTR									TR		LT		
Volume (veh/h)		29	0	118							233	16		1	125	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)			0													
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	eadwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2										4.1		
Critical Headway (sec)		7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35										2.25		
Delay, Queue Length, and	l Leve	l of Se	ervice		<u>.</u>	<u>.</u>		<u>.</u>		<u>.</u>				<u>.</u>		
Flow Rate, v (veh/h)			163											1		
Capacity, c (veh/h)			1120											1264		
v/c Ratio	0.15													0.00		
95% Queue Length, Q₅₅ (veh)			0.5											0.0		

8.8

А

Control Delay (s/veh)

Level of Service (LOS)

Approach Delay (s/veh)

Approach LOS

0.1

7.9 А

		Н	CS7	Two	-Way	' Sto	p-Co	ntrol	Rep	ort						
General Information							Site	Infor	natio	n						
Analyst	Mattl	hew Kocl	า				Inters	section			I-76 E	EB Ramp	& Mark	et St.		
Agency/Co.							Jurisc	liction			Keen	esburg				
Date Performed	1/29/	/2019					East/	West Str	eet		I-76 E	EB Ramp				
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fa	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period ((hrs)	0.25					
Project Description	2459	-01									1					
Lanes	1															
	A B A B <t< th=""><th></th></t<>															
Vehicle Volumes and Adju	ustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes	1	0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration	1		LTR									TR		LT		
Volume (veh/h)	1	24	1	168							223	13		12	82	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)			0													
Right Turn Channelized																
Median Type Storage	1			Undi	vided								1			
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)	1	7.1	6.5	6.2										4.1		
Critical Headway (sec)	i	7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)	i	3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)	1	3.55	4.05	3.35										2.25		
Delay, Queue Length, and	l Leve	l of S	ervice		<u> </u>											
Flow Rate, v (veh/h)	1		214											13		
Capacity, c (veh/h)			988											1279		
v/c Ratio	1		0.22											0.01		
95% Queue Length, Q ₉₅ (veh)			0.8											0.0		
Control Delay (s/veh)	1		9.6											7.8		
Level of Service (LOS)	1		A											A		
Approach Delay (s/veh)	1	9	.6	1			1	1		1	1	1		1	.1	
Approach LOS	1	-	Ą													
	1				1				1				1			

		H	ICS7	Two-	-Way	' Stop	o-Co	ntrol	Rep	ort						
General Information		-	-	-	,		Site	Inforr	natio	n	-	-	-	-	-	
Analyst	Mattl	new Koc	h				Inters	section			N 1st	St & M	arket St			
Agency/Co	matta						Jurisc	liction			Keen	esbura				
Date Performed	1/29/	2019					East/	West Str	eet		N 1st	St				
Analysis Year	2019	2010					North	/South	Street		Mark	et St				
Time Analyzed	07.15	-08.15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459	-01					/ thaty				0.25					
Lanes	2155															
				141Y4	۹۲ Majo	۲ ۲ Street: Nor	th-South	1 7 4 4 7 7 1 4 4 7								
Vehicle Volumes and Ad	justme	nts														
Approach		Eastk	bound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						3		4			241	4		3	225	
Percent Heavy Vehicles (%)						6		6						6		
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up H	eadwa	ys														
Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.46		6.26						4.16		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.55		3.35						2.25		
Delay, Queue Length, an	d Leve	l of S	ervice													
Flow Rate, v (veh/h)							8							3		

Delay, Queue Length, and	Leve	10130									
Flow Rate, v (veh/h)					8				3		
Capacity, c (veh/h)					623				1268		
v/c Ratio					0.01				0.00		
95% Queue Length, Q ₉₅ (veh)					0.0				0.0		
Control Delay (s/veh)					10.8				7.8		
Level of Service (LOS)					В				А		
Approach Delay (s/veh)				10).8				0	.1	
Approach LOS			 	E	В						

		Н	ICS7	Two	-Way	' Stop	o-Co	ntrol	Rep	ort						
General Information							Site	Inforr	natio	n						
Analyst	Matth	new Kocl	h				Inters	ection			N 1st	St. & M	arket St.			
Agency/Co.	i						Jurisd	liction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Stre	eet		N 1st	St.				
Analysis Year	2019						North	n/South S	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period ((hrs)	0.25					
Project Description	2459-	-01														
Lanes																
				14471	ብ ኪ Majo	t t street Nor	↑ ੵੵੵੵੵ rth-South	74 1 Y 4 1 Y								
Vehicle Volumes and Adju	A T 1 4 T 1 F 7 Major Street: North-South ustments															
Approach		Eastbound Westbound Southbound Southbound														
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority	i	10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes	1	0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration	1						LR					TR		LT		
Volume (veh/h)	1					9		3			237	2		6	246	
Percent Heavy Vehicles (%)	1					6		6						6		
Proportion Time Blocked	1															
Percent Grade (%)	1						0									
Right Turn Channelized	1															
Median Type Storage	1			Undi	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)	1					7.1		6.2						4.1		
Critical Headway (sec)	i –					6.46		6.26						4.16		
Base Follow-Up Headway (sec)	1					3.5		3.3						2.2		
Follow-Up Headway (sec)	1					3.55		3.35						2.25		
Delay, Queue Length, and	l Leve	l of S	ervice													
Flow Rate, v (veh/h)	i						13							7		
Capacity, c (veh/h)							534							1276		
v/c Ratio	i i						0.02							0.01		
95% Queue Length, Q ₉₅ (veh)	l I						0.1							0.0		
Control Delay (s/veh)	i						11.9							7.8		
Level of Service (LOS)	i						В							Α		
Approach Delay (s/veh)	i					1 [.]	1.9							0	.2	
Approach LOS	İ						В									

	HCS7 Two-Way Stop	p-Control Report	
General Information		Site Information	
Analyst	Matthew Koch	Intersection	I-76 WB Ramp & Market St.
Agency/Co.		Jurisdiction	Keenesburg
Date Performed	1/29/2019	East/West Street	I-76 WB Ramp
Analysis Year	2019	North/South Street	Market St.
Time Analyzed	07:15-08:15	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	2459-01		
Lanes			
		A L U A A A A A A A A A A A A A A A A A A A	

venicle volumes and Adju	istme	nts														
Approach		Eastb	ound			West	oound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LTR			LT						TR
Volume (veh/h)						25	0	9		245	140				159	69
Percent Heavy Vehicles (%)						6	6	6		6						
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)																
Critical Headway (sec)						7.16	6.56	6.26		4.16						
Base Follow-Up Headway (sec)						3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)						3.55	4.05	3.35		2.25						
Delay, Queue Length, and	Leve	l of Se	ervice													
Flow Rate, v (veh/h)							38			272						
Capacity, c (veh/h)							279			1289						
v/c Ratio							0.14			0.21						
95% Queue Length, Q ₉₅ (veh)							0.5			0.8						
Control Delay (s/veh)							19.9			8.5						
Level of Service (LOS)							С			А						
Approach Delay (s/veh)						19	9.9			6	.2					
Approach LOS						(c									

		Н	ICS7	Two	-Way	' Stop	o-Co	ntrol	Rep	ort						
General Information							Site	Inforr	natio	n						
Analyst	Matt	new Koc	h				Inters	ection			I-76 V	VB Rami	o & Mar	ket St.		
Agency/Co.							Jurisd	liction			Keene	esburg				
Date Performed	1/29/	2019					East/	Nest Stre	eet		I-76 V	VB Ram	p			
Analysis Year	2019						North	/South S	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459	-01									1					
Lanes	1															
				14444	A T. Major	1 1 • Street: Nor	th-South	1417411								
Vehicle Volumes and Adju	Ustments Eastbound Westbound Northbound Southbound															
Approach	Stments Eastbound Westbound Northbound Southbound															
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority	1	10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes	1	0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration	1						LTR			LT						TR
Volume (veh/h)	1					9	6	6		259	104				129	53
Percent Heavy Vehicles (%)	1					6	6	6		6						
Proportion Time Blocked	1															
Percent Grade (%)	1						0									
Right Turn Channelized	1															
Median Type Storage	1			Undi	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)	1					7.1	6.5	6.2		4.1						
Critical Headway (sec)	i					7.16	6.56	6.26		4.16						
Base Follow-Up Headway (sec)	1					3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)	1					3.55	4.05	3.35		2.25						
Delay, Queue Length, and	l Leve	l of S	ervice		<u> </u>			-			<u> </u>			<u> </u>	-	
Flow Rate, v (veh/h)	1						23			288						
Capacity, c (veh/h)	i						306			1346						
v/c Ratio	i						0.08			0.21						
95% Queue Length, Q ₉₅ (veh)	i						0.2			0.8						
Control Delay (s/veh)	i						17.7			8.4						
Level of Service (LOS)	i						С			A						
Approach Delay (s/veh)	i					1	7.7			6	.5					
Approach LOS	i						С									

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2019.02.12 _ I76 WB _ Market _ PM _ BACKGROUND.xtw

		H	ICS7	Two-	-Way	' Stoj	p-Co	ntrol	l Rep	ort						
General Information		_			_	_	Site	Infor	matio	n		_			_	_
Analyst	Matt	new Koc	h				Inters	section			I-76 E	B Ramp	& Mark	et St.		
Agency/Co.	+						Juriso	diction			Keen	esburg				
Date Performed	1/29/	/2019					East/	West Str	eet		I-76 E	B Ramp	,			
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fa	ctor		0.90					
Intersection Orientation	North	n-South					Analy	/sis Time	Period (hrs)	0.25					
Project Description	2459	-01														
Lanes																
					ብ ካ _{Majo}	t t f t f treet: No	th-South	14 1 74 1 7								
Vehicle Volumes and Ad	justme	nts														
Approach		Eastk	bound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LTR									TR		LT		
Volume (veh/h)		43	0	173							343	24		1	184	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)			0													
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up H	eadwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2										4.1		
Critical Headway (sec)		7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35										2.25		
Delay, Queue Length, an	d Leve	l of S	ervice													
Flow Rate, v (veh/h)	T		240											1		
Capacity, c (veh/h)			858											1130		
v/c Batio		1	0.28									1		0.00		

1.1

10.8

В

95% Queue Length, Q_{95} (veh)

Control Delay (s/veh)

Level of Service (LOS)

Approach Delay (s/veh)

Approach LOS

0.1

0.0

8.2

		Н	ICS7	Two	-Way	' Stoj	p-Co	ntrol	Rep	ort						
General Information							Site	Inforr	natio	n						
Analyst	Mattl	new Koc	h				Inters	section			I-76 E	B Ramp	& Mark	et St.		
Agency/Co.							Jurisc	diction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Str	eet		I-76 E	B Ramp				
Analysis Year	2019						North	n/South :	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459	-01									1					
Lanes																
				147444 4	A n Maio	ት ት Street. No	th-South	144445								
Vehicle Volumes and Adju	지 지 지 가 가 가 다 가 가 가 다 가 가 가 다 가 Major Street: North-South justments															
Approach		Eastb	bound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LTR									TR		LT		
Volume (veh/h)		35	1	247							328	19		18	121	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)			0													
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	eadwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2										4.1		
Critical Headway (sec)		7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35										2.25		
Delay, Queue Length, and	d Leve	l of S	ervice													
Flow Rate, v (veh/h)			314											20		
Capacity, c (veh/h)			915											1151		
v/c Ratio			0.34											0.02		
95% Queue Length, Q ₉₅ (veh)			1.5											0.1		
Control Delay (s/veh)			11.0								İ			8.2		

В

Level of Service (LOS)

Approach LOS

Approach Delay (s/veh)

1.2

			CC7	Ŧ	14/	<u> </u>	6		D							
		H	CS/	IWO	-vvay	' Stop	o-Co	ntrol	Кер	ort						
General Information							Site	Inforr	natio	า						
Analyst	Matth	new Kocl	ı				Inters	ection			N 1st	St. & M	arket St.			
Agency/Co.							Jurisc	liction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Stre	eet		N 1st	St.				
Analysis Year	2019						North	n/South S	Street		Mark	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459-	-01														
Lanes																
				24 t A.4	ብ ካ _{Majo}	۲ street: Nor	↑ ↑ Ť th-South	174 tr r								
Vehicle Volumes and Ad	justme	nts														
Approach		Eastb	ound			West	oound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						4		6			354	6		4	331	
Percent Heavy Vehicles (%)						6		6						6		
Proportion Time Blocked																
Percent Grade (%)							00									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up H	eadwa	ys														
Base Critical Headway (sec)	Τ					7.1		6.2						4.1		
Critical Headway (sec)						6.46		6.26						4.16		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.55		3.35						2.25		
Delay, Queue Length, an	d Leve	l of Se	ervice													
Flow Rate, v (veh/h)	1						11							4		
		-				<u> </u>					-		<u> </u>		<u> </u>	<u> </u>

								4		
Capacity, c (veh/h)				489				1137		
v/c Ratio				0.02				0.00		
95% Queue Length, Q ₉₅ (veh)				0.1				0.0		
Control Delay (s/veh)				12.5				8.2		
Level of Service (LOS)				В				А		
Approach Delay (s/veh)			12	2.5				0	.1	
Approach LOS			l	В						

		H	ICS7	Two	-Wav	/ Stoi	o-Co	ntrol	Rep	ort						
General Information	_	-			- ,		Site	Infor	natio	n	-	-	-	-	-	
Analyst	Matt	any Kad	<u> </u>				Jater		natio		NI 1 et	C+ 0, M	arkat Ct			
Analyst	Matti	new Koci	n				Inters	liction			Keen		arket St.			
Agency/Co.	1/20/	/2010					Jurisc	Most Str	t		N 1 at					
Analysis Voor	2010	2019					EdSt/	vest str	Street		Mark	ot St				
Time Analyzed	2019	05.45					Poak	Hour Fa	stor			et St.				
	North	-South					Apply		Poriod (hrc)	0.90					
Project Description	2450	-01					Analy		renou (1115)	0.25					
	2433	-01														
Lanes																
				7 4	ብ ካ _{Majo}	۲ ۲ street: Noi	th-South	7 7 6								
Vehicle Volumes and Ad	justme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						13		4			348	3		9	362	
Percent Heavy Vehicles (%)						6		6						6		
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up H	leadwa	ys														
Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.46		6.26						4.16		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.55		3.35						2.25		
Delay, Queue Length, an	d Leve	l of S	ervice	;												
Flow Rate, v (veh/h)							19							10		
Capacity, c (veh/h)							383							1147		
v/c Ratio							0.05							0.01		

14.9

В

14.9

В

95% Queue Length, Q₉₅ (veh)

Control Delay (s/veh)

Level of Service (LOS)

Approach Delay (s/veh)

0.3

0.0

8.2

		Н	ICS7	Two	-Way	' Stoj	o-Co	ntrol	Rep	ort						
General Information							Site	Inforr	natio	n						
Analyst	Matth	new Koc	h				Inters	ection			I-76 V	VB Ram	o & Mar	ket St.		
Agency/Co.							Juriso	liction			Keene	esburg				
Date Performed	1/29/	2019					East/	West Stre	eet		I-76 V	VB Ramı	ס			
Analysis Year	2019						North	n/South S	Street		Marke	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period ((hrs)	0.25					
Project Description	2459-	·01														
Lanes																
				14 4 Y 4 Y 4	L A An Majo	بل ب ب Street No	♪ ↓ Ŭ ↑ ↑ ↑	ע געאי לא דעייא א נ								
Vehicle Volumes and Adju	istme	nts														
Approach		Eastk	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R

11																
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LTR			LT						TR
Volume (veh/h)						29	0	9		249	148				167	69
Percent Heavy Vehicles (%)						6	6	6		6						
Proportion Time Blocked																
Percent Grade (%)						()									
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	Padways															
Base Critical Headway (sec)																
Critical Headway (sec)						7.16	6.56	6.26		4.16						
Base Follow-Up Headway (sec)						3.5	4.0	3.3		2.2						
Follow-Up Headway (sec)						3.55	4.05	3.35		2.25						
Delay, Queue Length, and	Leve	l of Se	ervice													
Flow Rate, v (veh/h)							42			277						
Capacity, c (veh/h)							256			1279						
v/c Ratio							0.17			0.22						
95% Queue Length, Q ₉₅ (veh)							0.6			0.8						
Control Delay (s/veh)							21.8			8.6						
Level of Service (LOS)							С			А						
Approach Delay (s/veh)						21	.8			6	.1					
Approach LOS						(2									

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		Н	CS7	Two	-Way	v Sto	p-Co	ntro	l Rep	ort						
General Information							Site	Infor	matio	n						
Analyst	Mattl	hew Kocl	า				Inters	ection			I-76 \	NB Ram	p & Mar	ket St.		
Agency/Co.							Juriso	liction			Keen	esburg				
Date Performed	1/29/	/2019					East/	West Str	eet		I-76 \	NB Ram	р			
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fa	ctor		0.90					
Intersection Orientation	North	n-South					Analy	vsis Time	e Period (hrs)	0.25					
Project Description	2459	-01														
Lanes	anes															
					ា ា _{Majo}	イ イ や Y r Street: No	↑ ↑ ſ	4 K								
Vehicle Volumes and A	djustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LTR			LT						TR
Volume (veh/h)						14	6	6		264	114				139	53
Percent Heavy Vehicles (%)						6	6	6		6						
Proportion Time Blocked																
Percent Grade (%)							0									

Right Turn Channelized

Median Type | Storage

Critical and Follow-up He	adwa	ys										
Base Critical Headway (sec)					7.1	6.5	6.2	4.1				
Critical Headway (sec)					7.16	6.56	6.26	4.16				
Base Follow-Up Headway (sec)					3.5	4.0	3.3	2.2				
Follow-Up Headway (sec)					3.55	4.05	3.35	2.25				
Delay, Queue Length, and	l Leve	l of S	ervice									
Flow Rate, v (veh/h)						29		293				
Capacity, c (veh/h)						269		1333				
v/c Ratio						0.11		0.22				
95% Queue Length, Q ₉₅ (veh)						0.4		0.8				
Control Delay (s/veh)						20.0		8.5				
Level of Service (LOS)						С		А				
Approach Delay (s/veh)					20).0		6	.5			
Approach LOS					(2						

Undivided

				_												
		Η	ICS7	Two	Way	' Sto	p-Co	ntrol	Rep	ort						
General Information							Site	Inforr	natio	n						
Analyst	Matt	new Koc	h				Inters	section			I-76 E	B Ramp	& Mark	et St.		
Agency/Co.							Jurisc	liction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Str	eet		I-76 E	B Ramp				
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	07:15	-08:15					Peak	Hour Fac	ctor		0.90					
Intersection Orientation	North	n-South					Analy	vsis Time	Period (hrs)	0.25					
Project Description	2459	-01														
Lanes																
				J 4 4 7 4 4 1	ብ ካ _{Majo}	ት ጎ ት ነ r Street: No	↑ ۴ ľ rth-South	744X4								
Vehicle Volumes and Adju	ustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LTR									TR		LT		
Volume (veh/h)		43	0	189							355	40		1	196	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)			0													
Right Turn Channelized																
Median Type Storage				Undi	vided											
Critical and Follow-up He	eadwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2										4.1		
Critical Headway (sec)		7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35										2.25		
Delay, Queue Length, and	d Leve	l of S	ervice													
Flow Rate, v (veh/h)			258											1		
Capacity, c (veh/h)			835											1100		
v/c Ratio			0.31											0.00		
95% Queue Length, Q ₉₅ (veh)			1.3											0.0		
Control Delay (s/veh)			11.2											8.3		

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В

11.2

В

Level of Service (LOS)

Approach Delay (s/veh)

Approach LOS

0.1

		Н	ICS7	Two	-Way	' Stoj	o-Co	ntrol	Rep	ort						
General Information							Site	Infor	natio	n						
Analyst	Matth	new Kocl	h				Inters	ection			I-76 E	EB Ramp	& Mark	et St.		
Agency/Co.							Jurisc	liction			Keen	esburg				
Date Performed	1/29/	2019					East/	West Str	eet		I-76 E	EB Ramp				
Analysis Year	2019						North	n/South	Street		Mark	et St.				
Time Analyzed	04:45	-05:45					Peak	Hour Fa	ctor		0.90					
Intersection Orientation	North	n-South					Analy	sis Time	Period (hrs)	0.25					
Project Description	2459-	-01														
Lanes																
					A T Majo	t t Street: Noi	th-South	24 1 X 4 F C								
Vehicle Volumes and Adju	ustme	nts														
Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes	1	0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration	1		LTR									TR		LT		
Volume (veh/h)	1	35	1	267							353	39		18	136	
Percent Heavy Vehicles (%)		6	6	6										6		
Proportion Time Blocked																
Percent Grade (%)	1		0													
Right Turn Channelized	1															
Median Type Storage				Undi	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)	1	7.1	6.5	6.2										4.1		
Critical Headway (sec)	1	7.16	6.56	6.26										4.16		
Base Follow-Up Headway (sec)	1	3.5	4.0	3.3										2.2		
Follow-Up Headway (sec)	1	3.55	4.05	3.35										2.25		
Delay, Queue Length, and	l Leve	l of S	ervice													
Flow Rate, v (veh/h)	1		337											20		
Capacity, c (veh/h)	1		888											1103		
v/c Ratio	i		0.38											0.02		
95% Queue Length, Q ₉₅ (veh)	i		1.8											0.1		
Control Delay (s/veh)	i		11.5											8.3		
Level of Service (LOS)	i		В											A		
Approach Delay (s/veh)	1	1	1.5				-	-		-		-		1	.1	
Approach LOS	1	_	В								_	_		_		_

	HCS7 Two-Way Stop	o-Control Report	
General Information		Site Information	
Analyst	Matthew Koch	Intersection	N 1st St. & Market St.
Agency/Co.		Jurisdiction	Keenesburg
Date Performed	1/29/2019	East/West Street	N 1st St.
Analysis Year	2019	North/South Street	Market St.
Time Analyzed	07:15-08:15	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	2459-01		
Lanes			
		U J 시 목	



Vehicle Volumes and Adju	istme	nts														
Approach		Eastb	ound			West	oound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		32	0	14		4	0	6		14	354	6		4	331	32
Percent Heavy Vehicles (%)		6	6	6		6	6	6		6				6		
Proportion Time Blocked																
Percent Grade (%)			0			(0									
Right Turn Channelized																
Median Type Storage				Undiv	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.16	6.56	6.26		7.16	6.56	6.26		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35		3.55	4.05	3.35		2.25				2.25		
Delay, Queue Length, and	l Leve	l of Se	ervice													
Flow Rate, v (veh/h)			51				11			16				4		
Capacity, c (veh/h)			338				417			1134				1137		
v/c Ratio			0.15				0.03			0.01				0.00		
95% Queue Length, Q ₉₅ (veh)			0.5				0.1			0.0				0.0		
Control Delay (s/veh)			17.5				13.9			8.2				8.2		
Level of Service (LOS)			С				В			А				А		
Approach Delay (s/veh)		17	7.5			13	3.9			0	.4			0	.1	
Approach LOS		(С			I	В									

	HCS7 Two-Way Stop	o-Control Report	
General Information		Site Information	
Analyst	Matthew Koch	Intersection	N 1st St. & Market St.
Agency/Co.		Jurisdiction	Keenesburg
Date Performed	1/29/2019	East/West Street	N 1st St.
Analysis Year	2019	North/South Street	Market St.
Time Analyzed	04:45-05:45	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	2459-01		
Lanes			
	┙ ┙ ┙ ┙ ┥ ↓ ↓ ↓	8 년 8 8 년 4 년 4 년	

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Maior Street: North-South

Vehicle Volumes and Adju	istme	nts														
Approach		Eastb	ound			West	ound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		40	0	17		13	0	4		17	348	3		9	362	40
Percent Heavy Vehicles (%)		6	6	6		6	6	6		6				6		
Proportion Time Blocked																
Percent Grade (%)		()			()									
Right Turn Channelized																
Median Type Storage				Undiv	vided											
Critical and Follow-up He	adwa	ys														
Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.16	6.56	6.26		7.16	6.56	6.26		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.55	4.05	3.35		3.55	4.05	3.35		2.25				2.25		
Delay, Queue Length, and	Leve	of Se	ervice													
Flow Rate, v (veh/h)			63				19			19				10		
Capacity, c (veh/h)			312				291			1093				1147		
v/c Ratio			0.20				0.06			0.02				0.01		
95% Queue Length, Q_{95} (veh)			0.7				0.2			0.1				0.0		
Control Delay (s/veh)			19.4				18.2			8.4				8.2		
Level of Service (LOS)			С				С			А				А		
Approach Delay (s/veh)		19).4			18	3.2			0	.6			0	.3	
Approach LOS		(2			(2									



Region 4 Traffic Section 10601 W. 10th Street Greeley, Colorado 80634 (970) 350-2163 Fax:

Permit No. 419131

September 10, 2019

To: Shannon Toomey AGPROfessionals 3050 67th Avenue Greeley, Colorado 80634

Dear Applicant:

- 1. Please review the attached State Highway Access Permit (Form #101) and all enclosed attachments.
- 2. If you choose NOT to act on the permit, please return the permit unsigned.
- 3. If you wish to APPEAL the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.
- 4. If you ACCEPT the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, <u>please sign and date</u> the Access Permit form on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions.
- 5. Provide a check or money order made payable to "CDOT" for the total amount due of \$100.00
- 6. You must return the signed Access Permit, including all pages of terms and conditions and all attachments, with your payment to the Colorado Department of Transportation (CDOT) at the address noted below. The Department will return an executed copy of this permit. You may retain this cover letter for your records.
- 7. If you fail to sign and return the attached Access Permit within 60 days of the date of this transmittal letter, Colorado Department of Transportation will consider this permit withdrawn.
- 8. <u>As described in the attached Terms and Conditions, you must make a written request to obtain</u> <u>a Notice to Proceed</u>. DO <u>NOT</u> begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law.

If you have any questions please call Tim Bilobran at (970) 350-2163.

Please return Access Permit and attachments to:

Region 4 Traffic Section 10601 W. 10th Street Greeley, Colorado 80634

COLORADO DEPARTI	MENT OF TR					CDOT Permit No.
SIAIE HIG	TYVAY .	AUUES	DO PERMIII			413131 State Highway No / Mo / Side
					1	076A / 38.936 / Right
Permit Fee \$100.00		Dai (te of Transmittal 09/10/2019	Region / Section / Patrol 4 / 01 / 23	/ Name	Local Jurisdiction Weld County
The Permittee(s):				The Applicant(s):		
XYZ Enterprises, LL 16333 E. 49th Aven Denver, Colorado 8 (313) 433-7860	.C ue, Unit 207 0239	,		AGPROfessionals 3050 67th Avenue Greeley, Colorado 8063 (970) 535-9318	4	
is hereby granted permi accordance with this per by the Issuing Authority appointed agents and en the permit.	ssion to have rmit, including if at any time mployees sha	an access to the State Hig the permitted ill be held han	the state highway at the li ghway Access Code and a access and its use violate mless against any action f	ocation noted below. The a iny attachments, terms, con a any parts of this permit. T for personal injury or prope	ccess shall be nditions and ex he issuing auth rty damage sus	constructed, maintained and used in hibits. This permit may be revoked nority, the Department and their duly stained by reason of the exercise of
Location: The accesside. ("North 1st Stree	ss is to be lo et)	cated on the	e I-76 South Frontage I	Road, a distance of 4,94	2 feet east of	Mile Post 38 on the south/right
Access to Provide S	Service to:	(Land Use C	Code)		(Size)	(Units)
		999 - City	Street North 1st Stre	et	1	Each
Additional Informati	on:					
Because of the lack of movements become a	f right-of-wa a safety issu	ly the acces le, CDOT wi	s is being permitted as Il exercise the right to I	a full movement access mit turning movements.	without any a	auxiliary lanes. Should traffic
MUNICIPALITY OF Required only when	R COUNTY	APPROV	AL I authority retains iss	uing authority.		
Signature		Print	Name	Date		Title
Upon the signing of herein. All construc Initiation. The perm being used.	this permi tion shall b itted acces	t the permi e complete s shall be o	ttee agrees to the ter d in an expeditious a completed in accorda	ms and conditions an and safe manner and ance with the terms ar	d reference shall be finis nd conditions	d attachments contained shed within 45 days from s of the permit prior to
The permittee sha least 48 hours price	II notify B or to comm	ruce Barne	ett with the Colorad	to Department of Tra he State Highway rig	ansportatio ght-of-way.	n, at (970) 350-2147 at
The person signing as the accept the permit and its	ne permittee r terms and co	nust be the ov onditions.	wner or legal representativ	e of the property served by	the permitted	access and have full authority to
Permittee Signature:			Print Name		Date	
Co-Permittee Signature	e: (if applicab	le)	Print Name		Date	
This permit is not va COLORADO DEPA	alid until sig	ned by a c OF TRANS	luly authorized repre	sentative of the Depa	rtment.	
Signature		Print Name		Title		Date (of issue)
Copy Distribution:	Required: 1.Region 2.Applicant	3.Staff Acc 4.Central F	Make copies a ess Section Local Authorit iles MTCE Patrol	as necessary for: y Inspector Traffic Engineer	Previous edition	ons are obsolete and may not be used Page 1 of 3 CDOT Form #101 5/07

State Highway Access Permit Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any rightof-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan. 11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest. assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Form 101, Page 3

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. IMPORTANT - Please Review The Following Information Carefully - Failure to Comply With Regulatory Requirements May Result in Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information -- (303) 692-2035 Water Quality Control Division (WQCD): (303) 692-3500
 - Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/alt-permits
 - CDOT Water Quality Program Manager: (303) 757-9343 https://www.codot.gov/programs/environmental/water-quality
- CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120 http://www.nwo.usace.army.mll/Missions/RegulatoryProgram/Colorado.aspx Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199 http://www.spk.usace.army.mil/Missions/Regulatory.aspx Albuquerque District (SE CO), Pueblo Office (719)-543-9459 http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 https://www.codot.gov/business/permits

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified (http://www.historycolorado.org/oahp/file-search). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. Contact Information: Contact the OAHP for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (https://cumuseum.colorado.edu/research/pateontology/vertebrates/policies), and the Denver Museum of Nature and Science (http://www.dmns.org/science/collections/earth-science-collections/) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be haited and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicols.peavev@stats.co.us or (303) 757-9632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al. and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. *Contact Info:* CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information <u>concerning clearance on CDOT projects</u> is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. *Contact Information:* For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at https://www.codot.gov/brograms/environmental/wildlife/guidelines.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. Contact Information: Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: https://www.colorado.gov/pacific/cdphe/wg-construction-general-permits and https://colorado.gov/pacific/cdphe/wg-commerce-andindustry-permits.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. Contact Information: For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Applications and Instructions (CDPHE website): https://www.colorado.gov/pacific/cdphe/wg-construction-general-permits. Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqco-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS-000005 (https://www.colorado.gov/pacific/cdphe/wqco-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit # COS-000005 (https://www.colorado.gov/pacific/cdphe/wqco-regulations at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to https://www.colorado.gov/pacific/cdphe/wqc-regulations.go for CDOT-related MS4 regulations, go to: https://www.colorado.gov/pacific/cdphe/wq-regulations.go for CDOT-related MS4 regulations, go to: <a href="https://www.colorado.go

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. *Contact Information:* Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: https://www.codot.gov/programs/ environmental/water-quality/stormwater-programs.html. Contact Information: The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/ business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

Environmental Clearances Information Summary

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). Contact Information: Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (https://www.colorado.gov/pacific/agconservation/noxiousweeds) and the Colorado Division of Parks and Wildlife (http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. Contact Information: Contact CDPHE or find additional information on the CDOT website: https://www.codot.gov/business/designsupport/2011-construction-specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://www.colorado.gov/pactfic/cdphe/emergency-reporting-line.

About This Form - Questions or comments about this information Summary may be directed to Alex Karami, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, alex.karami@state.co.us.





What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dist, sharry, solid waste, incinerator residue, sewege, sewage slurige, garbage, trash, chemical waste, biological nutrient, biological material, radioactive matecial, lean, ph. wrecked or discarded equipment, reek, sandi any industrial,

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at (303) 512-4426 From a safe distance try to estimate the amount of the discharge. Identify characteristics of the discharge (color, odor, algae, etc.). Obtain information on the vehicle dumping the waste (if applicable). Do not approach! Call *CSP for illicit dumping. If possible, take a photo, record a license plate. REMEMBER:

Never get too close to the illicit discharge, it may

be dangerous!!!

For more information on CDOT Utility Permits:

https://www.codot.gov/business/permits/utilitie sspecialuse

For more information on CDOT Access Permits: https://www.codot.gov/business/permits/access permits

For more information on CDOT Water Quality Program:

Water Quality Program Manager 4201 E. Arkansas Ave. Shumate Building Denver, Colorado 80222 303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
 - Illicit Discharge Program
 - Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program

COLORADO Department of Transportation		COLORADO Department of Transportation
	CDOT defines a utility, or utility facility as any	Industrial Facilities Program Elements:
Control Measures	privately, publicly, or cooperatively owned	1. Educate and outreach to owners
for industrial	line, facility, of system producing, transmitting or distributing the following:	or operators that have potential to
Facilities	 Communications 	contribute substantial pollutant to
(CM) massing for the control massing (CM)	 Cable television 	water.
otherwise known as Best Management Practices	Power V Electricity	2. Report and include information on
(BMP) during the construction of a facility and when	 Light 	discharge and water quality
operating the facility. Control measures are schedules of activities maintenance procedures, and other	く Heat Gas く Cil	concerns. Provide written
management practices to prevent and reduce	 Crude Products 	notification within 15 days of
pollution entering into CDOT's storm drain system.	 Water Cerearn 	discovery to CDPHE.
control reasones also more a control site run off	 Vaste 	3. Submit an annual report to CDPHE
which can include structural and non-structural	 Stormwater not connected with highway drainage Commodity 	containing the number of
controls.		informational brochures
THE CALINTY FT		distributed; name and title of each
		individual trained.
GREATT		Education
		There are instances when a utility
		company or other entity doing work in the
STHERE A SUP		state highway right-of-way will require
		some type of environmental permit or
		clearance for that work. CDOT has put
I THE PART OF THE		together an Environmental Clearances
The Foundation		Information Summary for those applying
		for a CDOT Utility and Special Use Permit
GYNE EARD	の一人のないのです。	or Access Permit to obtain all required
MUDERIX (CONTRACT)		clearances. This fact sheet is given to each
		permittee and is available at:
In compliance!!		http://www.coloradodot.info/programs/ environmental/resources/guidance-
		standards/Environmental%20Clearances% 2010f6%20Summary.pdf

- 1. If there are any questions regarding this permit, please contact Allyson Mattson at (970) 350-2148.
- The Permittee or the contractor shall notify Bruce Barnett at (970) 350-2147 at least two working days prior to beginning any access improvements or construction of any kind within the State Highway right-of-way. Failure to comply with this requirement may result in revocation of this permit.
- 3. The Permittee shall request final inspection by Bruce Barnett at (970) 350-2147 within 10 days following the completion of access construction, and prior to authorized use. The Permittee or their representative shall be present.
- 4. A fully executed complete copy of this permit must be on the job site with the contractor at all times during construction. Failure to comply with this or any other construction requirement may result in the immediate suspension of work by order of the Department inspector or the issuing authority.
- 5. The Permittee shall refer to all additional standard requirements included with this permit and any enclosed additional terms, conditions, exhibits, and noted attachments.
- Incorporated as part of this permit are the following: Application for Access Permit (CDOT Form No. 137) Permit (CDOT Form No. 101) and its attachments Exhibits: "A" – Access Plan "B" – Vicinity Map
- 7. This permit is issued in accordance with the State Highway Access Code (2 CCR 601-1), and is based upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. Any changes in traffic volumes or type, drainage, or other operation aspects may render this permit void, requiring a new permit to be applied for based upon the existing and anticipated future conditions.
- 8. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take precedence over the plans.) The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and any other elements which shall be confirmed and correlated at the work site. The Department, through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.
- 9. The Permittee is responsible for obtaining any necessary additional federal, state, and/or city/county permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
- 10. The State requires a Certificate of Insurance prior to commencing any work on the State Highway right-of-way. Policies shall name the State of Colorado as additional insured party. All vendors, contractors, and utility companies shall procure, at their own expense, and maintain for the duration of the work period, the following minimum insurance coverages:
 - A. Standard workman's compensation and employer's liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by State Statutes.
 - B. Comprehensive general liability in the amount of \$600,000 combined single limit bodily injury and property damage, each occurrence and \$2,000,000 annual aggregate.
 - C. Automobile liability in the amount of \$600,000 combined single limit bodily injury and property damage, for each accident.

Certificates of insurance showing compliance with these provisions shall be attached to and made a part of this permit and be available on the site during construction.

- 11. All costs associated with the installation of this access are the responsibility of the Permittee. This includes design, construction, signing and striping, utility relocation, testing of materials, and inspections. In the event a signal is warranted in the future, CDOT will not participate in any fashion with that signal installation, including financially.
- 12. The Department will not participate in any costs related to the design and installation of a traffic signal, should one be warranted or approved at this access location or any other serving this development.
- 13. The development of this property shall not negatively impact adjacent nearby properties. Correction of the problem and cost resulting from damages shall be borne by the Permittee.
- 14. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to the project, and to obtain any clearances that are required directly for the appropriate agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from the CDOT Permitting Offices or may be accessed via the CDOT Planning/Construction-Environmental Guidance webpage at http://www.dot.state.co.us/environmental/Forms/asp. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN THE SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

ALL discharges are subject to the provisions of the Colorado Water Quality Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environmental (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System Permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air condition condensation, irrigation water, springs, footing drains, waterline flushing, flows from riparian habitats and wetlands, and flow from fire-fighting activities.

ANY OTHER DISCHARGES, including storm water discharges from industrial facility or construction sites, may require Colorado Discharge Permit System permits from CDPHE before work begins. For additional information and forms, go to the CHPHE website at: http://cdphe.state.co.us/wq/PermitsUnit/wgu.

- 15. Should any excavation encounter plant or animal fossils, the remains of historic or prehistoric structures, artifacts, (pottery, stone tools, arrowheads, etc.), the work shall be stopped and the Permittee shall notify the Department inspector.
- 16. Survey markers or monuments must be preserved in their original positions. Notify the Department at (970) 350-2173 immediately upon damage to or discovery of such markers or monuments at the work site. Any survey markers or monuments disturbed during the permitted work shall be repaired and/or replaced immediately at the expense of the Permittee.
- 17. This permit is subject to revocation due to: 1) Noncompliance with the provisions of this permit; 2) Abandonment; 3) Supersedure by new permit covering the same installation; or 4) Conflict with necessary planned highway construction and/or improvements. The permittee shall promptly terminate occupancy upon notice of cancellation of the permit from the Department, unless a new permit is applied for and granted.
- 18. The Department inspector may suspend work due to: 1) Noncompliance with the provisions of this permit; 2) Adverse weather or traffic conditions; 3) Concurrent highway construction or maintenance in conflict with permit work; 4) Any condition deemed unsafe for workers or the general public. The work may be resumed upon notice from the Department Inspector.
- 19. If necessary, minor changes, corrections, and/or additions to this permit may be ordered by the Department inspector, other Department representative or local authority to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the plan must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.
- 20. Reconstruction and improvements to the access may be required when the Permittee has failed to meet the required design and/or material specifications. If any construction element fails within two years due to improper construction or material specifications, the Permittee is responsible for all such repairs.
- 21. The Department retains the right to perform any necessary maintenance work in this area.
- 22. Routine, periodic maintenance and emergency repairs may be performed within the State Highway right-of-way, under general terms and conditions of the permit. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, will require

written authorization from the Department. The Department shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic on the State Highway. In an emergency, the Department Region Office and the State Patrol shall immediately be notified of possible hazards.

- 23. Access construction methods and materials shall conform to the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (current edition).
- 24. All materials, equipment, installation, construction, and design, including the auxiliary lane(s) and intersection improvement(s) within the State Highway shall be in accordance with the following Department standard references as applicable.
 - A. State Highway Access Code, 2 CCR601-1
 - B. Roadway Design Manual
 - C. Materials Manual
 - D. Construction Manual
 - E. Standard Specifications for Road and Bridge Construction, latest edition
 - F. Standard Plans (M&S Standards)
 - G. Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways and the Colorado Supplement thereto
 - H. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO), latest edition
 - I. AASHTO Roadside Design Guide
 - J. Institute of Transportation Engineer's Trip Generation Manual, 6th Edition

Some of the reference materials listed above (A through E) may be purchased from:

Colorado Department of Transportation Bid Plans Room 4201 East Arkansas Avenue Denver, CO 80222-3400 (303) 757-9313

The State Highway Access Code may be purchased from:

The Public Records Corporation 1666 Lafayette Street PO Box 18186 Denver, CO 80218 (303) 832-8262

The website address is: www.cdot.gov

25. All workers within the State Highway right-of-way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations – including, but not limited to, the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CRF Part 1926 – Safety and Health Regulations for Construction.

At a minimum, all workers in the State Highway right-of-way, except when in their vehicles, shall wear the following personal protective equipment:

- Head protection that complies with the ANSI Z89.1-1997 standard;
- At all construction sites or whenever there is danger of injury to feet, protective footwear that complies with the ANSI Z41-1999 standard will be worn
- High visibility apparel as specified in the Traffic Control provision of this permit (at such a minimum ANSI/ISEA 107-1999, Class 2).

Where any of the above referenced ANSI standards have been revised, the most recent version of the standard shall apply.

- 26. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.
- 27. No construction vehicles shall be parked, or construction materials/equipment stored, on the State Highway right-of-way overnight.
- 28. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in forward movement. Backing into the right-of-way shall be considered a violation of the terms and conditions of the access permit and may result in revocation of the permit by the Department and/or the issuing authority.
- 29. Traffic detours or lane closures will not be allowed, unless pre-approved by the Department.
- 30. Two-way traffic shall be maintained throughout the work area at all times unless specific written authorization is obtained from the Department.
- 31. Construction traffic control devices, when not in use, shall be removed or turned away from traffic. Devices must be stored outside of the roadway clear zone per the latest AASHTO guidelines.
- 32. The access improvements shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.
- 33. All required access improvements shall be installed prior to the herein authorized use of this access. Failure to do so will result in the appropriate legal action from the Department, up to Permit Revocation.
- 34. The improvements shall be constructed and maintained as per Exhibit "A".
- 35. The access shall be surfaced immediately upon completion of earthwork construction and prior to use.
- 36. Surfacing of the access shall be completed as per Exhibit "A".

- 37. No paved surface shall be cut unless specified in this permit. Asphalt removal shall be saw cut to assure a straight edge for patching. Full panel concrete replacement is required for any concrete work.
- 38. If frost, water, or moisture is present in the subgrade, no surfacing materials shall be placed until all frost, water, or moisture is gone or removed.
- 39. The access improvements shall be constructed and maintained in such a manner that will not cause water to enter onto the roadway and will not interfere with the existing drainage system within the State Highway right-of-way. Drainage to the State Highway right-of-way shall not exceed historical rate of flow.
- 40. All existing drainage structures shall be extended, modified, or upgraded as necessary, to accommodate all new construction and safety standards, in accordance to the Department's standard specifications.

STATE HIGHWAY ACCES	SS PERMIT AP	PLICATION	ac	ceptance date: 9/10/19
Instructions: Contact the Colorado De Contact the issuing auth Complete this form (som Submit an application to or type For additional information	epartment of Transportation (ority to determine what plans the questions may not apply to r each access affected. In see CDOT's Access Manag	CDOT) or your local govern and other documents are n you) and attach all necess ly. ement website at <u>https://w</u>	iment to determine y equired to be submi sary documents and /ww.codot.gov/bus	your Issuing authority. tted with your application. I Submit it to the issuing authority.
) Property owner (Permittee)		2) Applicant or Agent for	r permittee (il differ	rent from property owner)
XYZ Enterprises, LLC		Shannon Toom	ey, AGPROfea	sionals
16333 E. 49th Avenue, Unit 2	07	Mailing address	85110	
ity, state & zip	e#	City, state & zip		Phone # (required)
Denver, CO 80239 (3)	13) 433-7860	Greeley, CO 8	30634	(970) 535-9318
mail address		E-mail address if availab	le 25. Com	1
Address of property to be served by permit (requi	red)	1		
245 N. Market Street, Keenes	burg, CO 80643			
Legal description of property: If within jurisdiction	al limits of Municipality, city a	Ind/or County, which one?		
ayinty subdivision	block lot	section	lownship	range
What State Highway are you requesting access fr	rom?	6) What side of the hinhy	vav?	<u> 64W</u>
N. Market Street			S 🗌 E 🔳	W
How many feet is the proposed access from the ne	earest mile post? How many	y leet is the proposed acce	ss from the nearest	cross street?
N/A feet ON OS E W from:	N/A 0		E 🖩 Wi from: N 💷	st Ave,
What is the approximate date you intend to begin	construction?	tere "meri" (fri versioning d'arrente anno 1997) anno 1997 anno 1997 anno 1997 anno 1997 anno 1997 anno 1997 an	and the second s	
10/1/2019				
Check here if you are requesting a: Drew access Temporary access (duration Change in access use	n anticipated: removal of access) impro	ovement to existing ation of an existing a	access access (provide detail)
Restaurant on property to be	a converted to fu	el station, conv	enient stor	
Do you have knowledge of any State Highway a	noon normits coulog this or	martu or adiacent averadi		e, a new restaurant
no yes, if yes - what are the per	mit number(s) and provide or	opies:	and	l/or, permit date:
2) Does the property owner own or have any interest no yes, if yes - please describe	sts in any adjacent property?			**************************************
Are there other existing or dedicated public stree	ts, roads, highways or access r plans and indicate the prop	s easements bordering or v osed and existing access p	vithin the property? points.	ntenge Wennensenseren an en
t) If you are requesting agricultural field access - $h_{\rm N/A}$	ow many acres will the acces	s serve?	sandaddinnfysjong → e τ ¥ γ (k) Seckheisenski alvann	
) If you are requesting commercial or industrial acc business/land use	cess please indicate the type square footane	s and number of businesse busi	es and provide the flo	or area square lootage of each.
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If you are requesting residential developement at type Provide the following vehicle count estimates for licate if your counts are seak hour volumes or average daily volumes, single unit whiches in excess of 30 to	ccess, what is the type (single number of units	e family, apartment, townho type ess. Leaving the property is at peak hour volumes	then returning is two	units? number of units

Previous editions are obsolete and may not be used

Page 1 of 2 CDOT Form #137 12/18

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- a) Property map indicaling other access, bordering roads and streets.
- b) Highway and driveway plan profile.
- c) Drainage plan showing impact to the highway right-of-way.
- d) Map and letters detailing utility locations before and after
- development in and along the right-of-way.

- e) Subdivision, zoning, or development plan.
- Proposed access design.
- g) Parcel and ownership maps including easements.
- h) Traffic studies.
- i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage: https://www.codot.gov/programs/environmental/ resources/guidance-standards/environmental-clearances-info-summary-august-2017/view

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/ procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/civilrights/ada/resources-engineers

If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature	Print name	Date			
hanner Toomer	Shannon Toomey	7/17/2019			
If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.					
Property owner signature	Print name	Date			

XYZ ENTERPRISES, LLC BEING A PART OF THE NW1/4 OF SEC26, TZN, R64W OF THE 6TH P.M., CITY OF KEENESBURG, COUNTY OF WELD, COLORADO

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TOWN OF KEENESBURG NOTES

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BENCHMARK



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SHEET
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HEET NUMBER	SPEET TRLE
5	CLARER SHEET
(015)	SITE & UTBULTY PLAN
GR-1	GRADING AND ERUSION CONTROL PLAN
040	CANDRED AND ERCSION CONTROL DETAILS
ā.	READ PLAN AND PROFEEL
RD-2	ROND DETALS
RD-S	ENVOYATIS CINA SEAMABIS CARDA





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KERNESDURG, CO COVER SHEET XXZ ENTERPRISES, LLC

















Legal Description

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



Site Plan Review Application

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

Legal Description

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

TOWN OF KEENESBURG NOTES

- 1. ALL WORK WITHIN THE PUBLIC ROW OR EASEMENT SHALL CONFORM TO THE TOWN OF KEENESBURG CONSTRUCTION AND DESIGN SPECIFICATIONS.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT. A PERMIT FORM PUBLIC WORKS IS REQUIRED FOR ALL CONSTRUCTION IN PUBLIC ROW OR EASEMENTS. A PRECONSTRUCTION CONFERENCE SHALL BE HELD WITH THE TOWN REPRESENTATIVES BEFORE A PERMIT WILL BE ISSUED.
- 3. THE CONTRACTOR SHALL NOTIFY THE TOWN PROJECT REPRESENTATIVE AT LEAST 24 HOURS PRIOR TO DESIRED INSPECTION.
- 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER/DEVELOPER, AND THE TOWN, OF ANY PROBLEMS IN CONFORMING TO THE ACCEPTED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS, PRIOR TO ITS CONSTRUCTION.
- 5. IT IS THE RESPONSIBILITY OF THE DEVELOPER DURING CONSTRUCTION ACTIVITIES TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGED CONDITIONS, OR DESIGN ERRORS ENCOUNTER3ED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROJECT. IF, IN THE OPINION OF THE TOWN, THE MODIFICATIONS PROPOSED BY THE DEVELOPER, TO THE ACCEPTED PLANS, INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR RESUBMITTING THE REVISED PLANS TO THE TOWN OF KEENESBURG FOR ACCEPTANCE PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE PROTECT. ANY IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE ACCEPTED PLANS, OR THE ACCEPTED REVISED PLANS, SHALL BE REMOVED AND RECONSTRUCTED ACCORDING TO THE APPROVED PLAN.
- 6. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE TOWN TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURE IN, ON, OR NEAR THE CONSTRUCTION SITE.
- 7. THE CONTRACTOR SHALL PROVIDE ALL SLIGHTS, SIGNS, BARRICADES, FLAG PERSONS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS. ANY MONUMENT THAT MUST BE DESTROYED FOR CONSTRUCTION SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR. THE CONTRACTOR SHALL ENGAGE THE SERVICES OF A LICENSED SURVEYOR PRIOR TO DISTURBING ANY MONUMENTS.
- 9. PRIOR TO FINAL PLACEMENT OF SURFACE PAVEMENT, ALL UNDERGROUND UTILITY MAINS SHALL BE INSTALLED, TESTED AND ACCEPTED, AND SERVICE CONNECTIONS STUBBED OUT BEYOND THE PROPERTY LINE, WHEN ALLOWED BY THE UTILITY. SERVICE FROM PUBLIC UTILITIES AND FROM SANITARY SEWERS SHALL BE MADE AVAILABLE FOR EACH LOT IN SUCH A MANNER THAT WILL NOT BE NECESSARY TO DISTURB THE STREET PAVEMENT, CURB, GUTTER, AND SIDEWALK WHEN CONNECTIONS ARE MADE
- 10. COPIES OF RECORD DRAWING PLANS SHALL BE SUBMITTED TO THE TOWN OF KEENESBURG PRIOR TO INITI4EAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS.

BENCHMARK

1. TO BE COMPLETED

SITE DATA	
ZONING DISTRICT:	HWY - COMMERCIAL
SITE ACREAGE:	1.82 AC (79,192 SF)
LAND USE:	CONVENIENCE STORE / FUEL STATION / RESTAURANT
BUILDING FOOTPRINT:	
CONVENIENCE STORE:	1,391 SF +/-
RESTAURANT:	4,175 SF +/-
TOTAL:	5,566 SF +/-
PARKING:	27 SPACES
LOT COVERAGE:	
BUILDING:	8,123 (10.26%)
PAVING:	34,955 (44.14%)
IMPROVED GRAVEL	33,277 (42%)
LANDSCAPING:	2,855 (3.6%)

COVER SHEET

XYZ ENTERPRISES, LLC BEING A PART OF THE NW1/4 OF SEC26, T2N, R64W OF THE 6TH P.M., CITY OF KEENESBURG, COUNTY OF WELD, COLORADO



GENERAL LEGEND 4 9 4 EXISTING CONCRETE ------ 4876 ------ PROPOSED CONTOUR ---- 4835 --- EXISTING CONTOUR \bigcirc EXISTING TREE PROPERTY BOUNDARY \bigcirc EXISTING BARBWIRE FENCE PROPOSED TREE EXISTING METAL FENCE DRAINAGE SWALE \sim EXISTING WOOD FENCE ------ SF ------ SILT FENCE INLET PROTECTION IP) E E E E EXISTING ELECTRIC OP — w — w — EXISTING WATER LINE (CWA) CONCRETE WASHOUT AREA EXISTING WATER VALVE \bowtie V EXISTING FIRE HYDRANT (VTC) VEHICLE TRACKING CONTROL EXISTING SIGN -0-EXISTING LIGHT POLE ¢ DRAINAGE BOUNDARY ഹ EXISTING UTILITY POLE 182' @ 0.029 ft/ft FLOW PATH, LENGTH & SLOPE EXISTING SS MANHOLE EXISTING WATER WELL PROPOSED LIGHT POLE \mathcal{D} PROPOSED FIRE HYDRANT

SHEET INDEX		
SHEET NUMBER	SHEET TITLE	
CS-1	COVER SHEET	
ST-1	SITE & UTILITY PLAN	
GR-1	GRADING AND EROSION CONTROL PLAN	
GR-2	GRADING AND EROSION CONTROL DETAILS	
RD-1	ROAD PLAN AND PROFILE	
RD-2	ROAD DETAILS	
RD-3	ROAD SIGNAGE AND STRIPING	



TOWN OF KEENESBURG APPROVAL BLOCK CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE TOWN OF KEENESBURG CONSTRUCTION STANDARDS. THE TOWN'S ACCEPTANCE ALLOWS FOR PLAN DISTRIBUTION AND PERMIT APPLICATION. THE CITY'S ACCEPTANCE SHALL NOT RELIEVE THE DESIGN ENGINEER'S RESPONSIBILITY FOR ERRORS OMISSIONS, OR DESIGN DEFICIENCIES FOR WHICH THE CITY IS HELD HARMLESS. DATE _____ BY: _____ TOWN PUBLIC WORKS DIRECTOR DATE _____ BY: _____ TOWN ENGINEER





TYPE III BARRICADE -

SITE & UTILITY PLAN





HWY 6 OFFRAMP -2.2% PARKING EXISTING SIGN EXISTING EDGE OF PAVEMENT (MATCH GRADE) -EXISTING CONC STEPS -EXISTING BUILDING 4' SIDEWALK WIDENING $\left| \leftarrow - \right|$ - EXISTING SHED (TO BE REMOVED) _ EXISTING CONC STEPS -PARKING $\left(\begin{array}{c} 1\\ GR-2\end{array}\right)$ $\left(\frac{1}{\text{GR-2}}\right)$ FILLING ISLAND (TYP) 41.2% PARKING PROPERTY BOUNDARY FIRST STREET





Temporary Outlet Protection (TOP)

OP

EC-8



TEMPORARY OUTLET PROTECTION PLAN



SECTION A

	SIZING	TABLE	
PIPE DIAMETER, Do (INCHES)	DISCHARGE, Q (CFS)	APRON LENGTH, La (FT)	RIPRAP D50 DIAMETER MIN (INCHES)
8	2.5	5	4
	5	10	6
12	5	10	4
	10	13	6
18	10	10	6
	20	16	9
	30	23	12
	40	26	16
24	30	16	9
	40	26	9
	50	26	12
	60	30	16

OP-1. TEMPORARY OUTLET PROTECTION

TOP-2



November 2010





NOT TO SCALE





ROAD PLAN AND PROFILE







NOT TO SCALE



NOTE

1. SEE SHEET RD-2 FOR TYPICAL DETAILS.

ROAD PNP.DWG	3Y: AGPRO		//	//	//	//	//
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TELAST SAVED: March 24, 2020		F	s⊦ ₹[1	





ROAD DETAILS





ROAD SIGNAGE AND STRIPING

on	BARRICADES, DRUMS,	STANDARD PLAN NO		
	(TEMP) & VERTICAL PANELS	S-630-2		
M/JSW	Issued By: Safety & Traffic Engineering Branch July 4, 2012	Sheet No. 1 of 1		

		TYPICAL	STOP	SIGN	IN
			DETAIL	. NO.	S-
۲	DATE:	JULY, 2015			

NOTES

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- 1. ALL PAVEMENT MARKING INSTALLATIONS SHALL BE IN COMPLIANCE WITH THE CURRENT (M.U.T.C.D.) MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES STANDARDS.
- 2. ALL SIGNS SHALL MEET THE MOST CURRENT MUTCD STANDARDS.



RD-3



Utilities

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



05/8/2019

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

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

Dear Ms. Bruxvoort:

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

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

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

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

Sincerely,

Ali Paine Sales Representative Atmos Energy Corporation

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



May 16, 2019

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

Dear Kelsey:

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

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

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

Sincerely,

:

Miles Hess

Micheal Hess Senior Project Manager of the East District



Geotech

Town of Keenesburg Site Plan Review Application Prepared for

North Market Street Fuel Station & Convenience Store XYZ Enterprises LLC



August 1, 2019

AGPROfessionals, LLC 3050 67th Avenue, Suite 200 Greeley, Colorado 80634

Attn: Mr. Tim Naylor

 Re: Geotechnical Subsurface Exploration Report Deno's I-76 Renovation / Keenegas Improvements (Lots 1 & 2, Mediterranea Minor 1st Amendment) 245 Market Street, Keenesburg, Colorado Soilogic Project # 19-1151

Mr. Naylor:

Soilogic, Inc. (Soilogic) personnel have completed the geotechnical subsurface exploration you requested for the proposed Deno's I-76 renovation as a Keenegas fueling facility in Keenesburg, Colorado. The results of our subsurface exploration and pertinent geotechnical engineering recommendations are included with this report.

Based on a provided site plan and discussion with the client, we understand the existing Deno's I-76 restaurant building will be repurposed as convenience-store (C-store) and the site developed as a fueling station. As part of the proposed site improvements, two (2) canopy roof structures will be installed over fuel island areas. Underground storage tanks (USTs) will be installed for fuel storage and paved drive and parking areas constructed as part of the site development. Traffic loading on the site pavements is expected to include areas of both low to moderate volumes of automobiles and light trucks and low volumes of heavy truck traffic. In addition, North 1st Avenue will be extended to the west approximately 400 feet in order to provide access to the site. We anticipate North 1st Avenue will be an asphaltic-concrete-surfaced Town of Keenesburg roadway which classifies as local commercial. Small grade changes are expected to develop finish site grades.

The purpose of our exploration was to describe the subsurface conditions encountered in the completed site borings and develop the test data necessary to provide recommendations concerning design and construction of the fuel island canopies and UST foundations and support of exterior flatwork and site pavements. Pavement section design options for the private site pavements and a final pavement section design for public North 1st Avenue are also included. The conclusions and recommendations outlined in this report are based on the results of the completed field and laboratory testing and our experience with subsurface conditions in this area.

SITE DESCRIPTION

The project site includes approximately 1.47 acres described as Lots 1 and 2 of the Mediterranea Minor Subdivision 1st Amendment, located at 245 Market Street in Keenesburg, Colorado. At the time of our site exploration, the site contained an existing restaurant building, associated signage and light posts. The ground surface outside the existing improvement areas contained gravel surfacing or was paved with asphaltic concrete. The site was observed to be relatively level, with a slight downward slope to the south. The maximum difference in ground surface elevation across the property was estimated to be on the order of five (5) feet or less.

EXPLORATION AND TESTING PROCEDURES

To develop subsurface information for the proposed site improvements, a total of seven (7) soils borings were extended to depths ranging from approximately 10 to 15 feet below present site grade. Four (4) soil borings were completed for the UST and fuel island canopy areas. One (1) boring was completed in the site drive and parking area and two (2) additional borings were completed within North 1st Avenue. The boring locations were established in the field by Soilogic personnel based on a provided site plan, and by pacing and estimating angles and distances from identifiable site references. A diagram indicating the approximate boring locations is included with this report. The boring locations outlined on the attached diagram should be considered accurate only to the degree implied by the methods used to make the field measurements. Graphic logs of each of the auger borings are also included.

The test holes were advanced using 4-inch diameter continuous flight auger powered by a truck-mounted CME-45 drill rig. Samples of the subsurface materials were obtained at regular intervals using California barrel sampling procedures in general accordance with ASTM specification D-1586. As part of the D-1586 sampling procedure, standard

Geotechnical Subsurface Exploration Report Deno's I-76 Renovation / Keenegas Improvements – Lots 1 & 2 Mediterranea Minor 1st Amendment 245 Market Street, Keenesburg, Colorado Soilogic # 19-1151

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sampling barrels are driven into the substrata using a 140-pound hammer falling a distance of 30 inches. The number of blows required to advance the sampler a distance of 12 inches is recorded and helpful in estimating the consistency, relative density or hardness of the soils and/or bedrock encountered. In the California barrel sampling procedure, relatively undisturbed samples are obtained in removable brass liners. Samples of the subsurface materials obtained in the field were sealed and returned to the laboratory for further evaluation, classification and testing.

The samples collected were tested in the laboratory to measure natural moisture content and were visually and/or manually classified in accordance with the Unified Soil Classification System (USCS). The USCS group symbols are indicated on the attached boring logs. An outline of the USCS classification system is included with this report. Classification of bedrock was completed through visual and tactual observation of disturbed samples. Other bedrock types could be revealed through petrographic analysis.

As part of the laboratory testing, a calibrated hand penetrometer (CHP) was used to estimate the unconfined compressive strength of essentially-cohesive specimens. The CHP also provides a more reliable estimate of soil/bedrock consistency than tactual observation alone. Dry density, Atterberg limits, -200 wash and swell/consolidation tests were completed on selected samples to help establish specific soil/bedrock characteristics. Atterberg limits tests are used to determine soil/bedrock plasticity. The percent passing the #200 size sieve (-200 wash test) is used to determine the percentage of fine-grained soil/bedrocks (clay and silt) in a sample. Swell/consolidation tests were conducted to evaluate soil/bedrock volume change potential under loading and saturation conditions. The results of the completed laboratory tests are outlined on the attached boring logs and swell/consolidation test summaries. Water Soluble Sulfates (WSS) tests were completed on two (2) selected soil samples to evaluate corrosive soil characteristics with respect to buried concrete and results discussed subsequently in this report.

SUBSURFACE CONDITIONS

The subsurface materials encountered in the completed site borings can be summarized as follows. A thin mantle of gravel surfacing or about 1 inch of asphaltic concrete was encountered at the surface at the boring locations underlain by brown lean clay which

Geotechnical Subsurface Exploration Report Deno's I-76 Renovation / Keenegas Improvements – Lots 1 & 2 Mediterranea Minor 1st Amendment 245 Market Street, Keenesburg, Colorado Soilogic # 19-1151 4

contained increasing sand content with depth. The lean clay varied from very soft to medium stiff in terms of consistency, exhibited no to low swell potential at in-situ moisture and density conditions and extended to the bottom of borings B-3, B-4 and B-7 at depths ranging from approximately 10 to 15 feet below present site grade. At the location of borings B-1, B-2, B-5 and B-6, the lean clay extended to depths ranging from approximately 9½ to 13½ feet below ground surface, where it was underlain by gray/rust claystone bedrock. The claystone varied from weathered to medium hard in terms of relative hardness, exhibited high swell potential at in-situ moisture and density conditions and extended to the bottom of these borings at depths ranging from 10 to 15 feet below present site grade.

The stratigraphy indicated on the included boring logs represents the approximate location of changes in soil/bedrock types. Actual changes may be more gradual than those indicated.

Groundwater was measured in all site borings at depths between approximately 4 and 10 feet below ground surface when checked immediately after completion of drilling. When checked six (6) days after drilling, groundwater was measured in borings B-1, B-2 and B-7 at depths of approximately 8, 9 and 3 feet below grade respectively. Wet cave-ins were measured in borings B-3 through B-6 at depths of approximately 8¹/₂, 8¹/₂, 5 and 4 feet below grade respectively at that time.

Groundwater levels will vary seasonally and over time based on weather conditions, site development, irrigation practices and other hydrologic conditions. Perched and/or trapped groundwater conditions may also be encountered at times throughout the year. Perched water is commonly encountered in soils overlying less permeable soil layers and/or bedrock. Trapped water is typically encountered within more permeable zones of layered soil and bedrock systems. The location and amount of perched/trapped water can also vary over time.

Site Development

Within the canopy, UST, exterior flatwork, pavement and any proposed fill areas, all existing gravel or asphaltic surfacing, existing foundations (if any), flatwork concrete, underground utilities and other site improvements should be completely removed. Care

will be needed to ensure all in-place fill/backfill materials associated with the existing site improvements are also completely removed. The depth and extent of required removal can best be established at the time of excavation through openhole observation. The excavated/ removed materials should be replaced as controlled and compacted fill as outlined below.

After stripping and completing all cuts and removal procedures and prior to the placement of any new fill, removal area backfill, exterior flatwork or pavement materials, we recommend the exposed subgrade soils be scarified to a depth of 9 inches, adjusted in moisture content and compacted to at least 95% of the materials standard Proctor maximum dry density. The moisture content of the scarified subgrade soils should be adjusted to within the range of -1 to +3% of standard Proctor optimum moisture content at the time of placement and compaction.

Fill and removal area backfill soils required to develop the site should consist of approved low volume change (LVC) soils free from organic matter, debris and other objectionable materials. Based on results of the completed laboratory testing, it is our opinion the site lean clay could be used as fill and removal area backfill to develop the site. If it is necessary to import additional material to the site for use as fill, those materials should consist of approved LVC materials. We recommend the site lean clay and/or similar materials be placed in loose lifts not to exceed 9 inches thick, adjusted in moisture content and compacted as recommended for the scarified subgrade soils above. Slopes steeper than 4:1 (H:V) should be continuously benched during fill/backfill placement in order to reduce the potential for development of a shear plane between the existing site soils and placed fill/backfill.

Care should be taken to avoid disturbing the reconditioned subgrade soils and placed fill materials prior to placement of any overlying improvements. Soils which are allowed to dry or out or become wet and softened or disturbed by the construction activities should be removed and replaced or reworked in place prior to concrete placement and/or paving.

Canopy Foundations

Soft to very soft lean clay soils were encountered with depth in the completed site borings. Care will be needed at the time of construction to avoid disturbing the exposed foundation bearing soils and the need for corrective action. To reduce the potential of disturbance of foundation bearing soils and the requirement for corrective work, we suggest all excavations be completed remotely. The deeper canopy foundations are extended to bear, the more likely ground improvement procedures will be required. Recommendations concerning overexcavation/replacement procedures to redevelop suitable strength canopy foundation bearing are included with this report, should those procedures be deemed warranted at the time of construction.

With the soft to very soft lean clay soils encountered with depth in the completed site borings and comparatively shallow depth to groundwater observed in areas of the site, we expect construction of large diameter piers to support canopy foundations would be difficult. Consideration could be given to extending drilled piers into bedrock which underlies the site. Due to the highly expansive nature of the claystone bedrock encountered in the completed site borings, minimum pier lengths of approximately 20 feet should be expected. In addition, casing of pier excavations will most likely be required to prevent soil and water from entering the shaft excavations prior to concrete placement. Recommendations concerning design and construction of deep drilled caisson foundations can be provided at your request

For design of shallow canopy foundations bearing on site lean clay with suitable strength or overexcavation/replacement materials developed as outlined below if/where required, we recommend using a maximum net allowable soil bearing pressure of 1,000 psf.

Canopy foundations should bear a minimum of 30 inches below finished adjacent exterior grade to provide frost protection. For design of the canopy foundation system to resist lateral movement, a passive equivalent fluid pressure value of 200 pcf could be used for that portion of the foundation system extended below frost depth and above groundwater. A passive equivalent fluid pressure of 80 pcf could be used below frost and below groundwater. The top 30 inches of soil could be considered a surcharge load but should not be used in passive resistance calculations. A coefficient of friction of 0.35

could be used between foundation concrete and the bearing soils to resist sliding. The recommended passive equivalent fluid pressure values and coefficient of friction do not include a factor of safety.

If a pad and pilaster type foundation will be constructed for the canopies in order to resist overturning and uplift, we recommend imported structural fill be used as backfill around these systems. Materials consistent with Colorado Department of Transportation (CDOT) Class 7 aggregate base course specifications could be considered for use in these areas. The backfill zone should extend a minimum of 8 inches laterally past the exterior edges of the pad foundations for every 12 inches the top of the pad extends below grade. A soil unit weight of 130 pcf (above groundwater) and angle of internal friction value Φ of 30° could be used for properly placed and compacted essentially granular backfill. The soil unit weight should be reduced by 62.4 pcf for submerged conditions.

General canopy foundation backfill not used in uplift/overturning resistance should consist of approved LVC soils free from organic matter, debris and other objectionable materials. As previously outlined, select granular fill should be used as backfill adjacent to shallow canopy foundations that require overturning and uplift resistance. We recommend imported structural fill and the site lean clay soils be placed in loose lifts not to exceed 9 inches thick, adjusted in moisture content and compacted to at least 95% of the materials standard Proctor maximum dry density. The moisture content of the lean clay backfill soils should be adjusted to within the range of -1 to +3% of standard Proctor optimum moisture content, while the moisture content of imported structural fill should be adjusted to within $\pm 2\%$ of optimum at the time of placement and compaction.

We estimate settlement of canopy foundations designed and constructed as outlined above and resulting from the assumed structural loads would be less than 1 inch.

Canopy Foundation Bearing Development

As previously outlined, the site lean clay soils became soft to very soft with depth, would be expected to be comparatively loose/soft near current groundwater levels. If very soft soils with insufficient strength are encountered at canopy foundation bearing, overexcavation/replacement procedures would be required. In order to develop suitable

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strength foundation bearing if/where required, we recommend a minimum of 18 inches of soft lean clay be removed from beneath the footing foundations and replaced with screened and crushed ³/₄ to 1¹/₂ inch aggregate. Greater thicknesses may be warranted in some areas. Materials consistent with Colorado Department of Transportation (CDOT) #57/67 coarse concrete aggregate could be considered for use in this area. Screened recycled concrete could also be considered for use, provided it meets gradation specifications outlined above. The washed rock, recycled concrete and/or similar aggregate should be placed in loose lifts not to exceed 9 inches thick and compacted to at least 75% of the material's relative density. A separation fabric should be employed between all screened rock/soil interfaces in order to reduce the potential for the migration of fines. This will require filter fabric to be installed at the base of the removal excavations, extended up the sidewalls of the excavations and over top of the screened rock zone outside the foundation footprint. The screened rock zone should extend a minimum of 8 inches laterally past the exterior edges of the footing foundations for every 12 inches of screened rock depth.

Underground Storage Tanks (USTs)

We understand fiberglass USTs will be installed as part of the proposed site improvements, bearing at a depth of approximately 15 feet below grade. Highly expansive claystone bedrock was encountered at intended tank bearing in the borings completed in the UST areas, such that excessive total and differential heaving of USTs supported directly on the expansive claystone bedrock would be expected as the bearing bedrock increases in moisture content subsequent to construction.

Based on results of the completed field and laboratory testing, it is our opinion overexcavation/backfill procedures could be completed beneath the USTs to reduce the potential for movement of the tanks subsequent to construction. Recommendations concerning overexcavation/backfill procedures to redevelop low-volume-change (LVC) potential tank bearing are outlined below.

Drilled pier foundations used in conjunction with a structural concrete slab over a void space could also be considered for support of the USTs. Drilled piers would anchor the structural slab into bedrock underlying the site, significantly reducing the potential for
movement of the supported tanks subsequent to construction. Recommendations concerning the design and construction of drilled pier foundations can be provided at your request.

In addition to the presence of highly expansive claystone bedrock at intended tank bearing levels, groundwater/wet cave-ins were measured at depths ranging from approximately 5 to 8 feet below grade in the borings completed within the tank areas. As a result, dewatering of tank overexcavation areas should be anticipated to facilitate proper construction. In addition, buoyancy control should be employed for all tanks bearing below groundwater.

To develop LVC-potential tank support, we recommend a zone of reconditioned soil be developed beneath the tanks. The reconditioned mat will provide a zone of material immediately beneath the USTs which will have low potential for volume change subsequent to construction. The LVC mat and surcharge loads placed on the underlying bedrock by the reconditioned mat would reduce the potential for total and differential movement of the supported improvements subsequent to construction. The reconditioned zone would also assist in distributing movement in the event that some swelling of the bedrock underlying the reconditioned zone occurs.

The overexcavation zone should extend to a minimum depth of five (5) feet below bottom of tank bedding level and 8 inches laterally past the tank footprint for every 12 inches of overexcavation depth.

Soils used as overexcavation/backfill should consist of approved LVC materials free from organic matter, debris and other objectionable materials. Based on results of the completed laboratory testing, it is our opinion the site lean clay soils could be used as overexcavation/backfill, provided care is taken to develop the proper moisture content in those materials at the time of placement and compaction. Wetter soils encountered with depth will require some drying or mixing with dry soils to achieve proper moisture contents. Claystone bedrock should not be used as overexcavation/backfill due to its swell potential and should be stockpiled separately from the site lean clay to the extent possible at the time of excavation. Essentially-granular structural fill or squeegee materials should <u>not</u> be used as overexcavation/backfill due to the high permeability and

the ability of those materials to pond and transmit water. We recommend the site lean clay and/or similar overexcavation/backfill soils be placed in loose lifts not to exceed 9 inches thick, adjusted in moisture content and compacted as previously outlined in the "Site Development" section of this report.

USTs could be supported on the properly placed and compacted overexcavation/backfill soils developed as outlined above and should be bedded in accordance with manufacturer recommendations.

Care should be taken to maintain the proper moisture content in the bearing/subgrade soils prior to bedding and tank placement. The prepared structural mat should not be left exposed for extended periods of time. In the event that the reconditioned soils are allowed to dry out or if rain, snowmelt or water from any source is allowed to infiltrate the open excavation, reworking of the subgrade soils or removal/replacement procedures may be required.

The overexcavation/backfill procedures outlined above will reduce, but not eliminate the potential for movement of the supported tanks subsequent to construction. The in-place materials below the moisture conditioned zone can increase in moisture content creating some tank movement. With five (5) feet of overexcavation/backfill completed beneath tank bedding levels, we estimate total heave of the USTs of 1½ inch or less could occur subsequent to construction. Deeper overexcavation depths of use of drilled pier foundations in conjunction with a structural slab on void could be considered to further reduce the amount of anticipated heave.

Dewatering

Groundwater was measured in the open boreholes at depths ranging from approximately 3 to 9 feet below ground surface when checked about 6 days after the completion of drilling. As a result, dewatering of tank excavations/overexcavations as recommended above should be anticipated to facilitate proper construction.

Based on the materials encountered in the completed site borings, results of laboratory testing and observed depth to groundwater, we expect dewatering of smaller removal excavations could be completed through open pumping procedures fed from sumps and ditches.

For open pumping dewatering procedures, care should be taken to construct a suitable sump outside of the improvement area. Fine-grained materials can be drawn to the sump area, creating unsuitable bearing conditions. A sump should consist of a slotted pipe large enough to house a submersible pump, extended deep enough such that when it is pumped out, the entire excavation will be drained. Pumps are typically suspended a minimum of 12 inches above the bottom of the pit in order to provide room for sediment. The slotted pipe should be surrounded by a much larger mass of free-draining gravel. A ³/₄-inch screened rock could be considered to develop the sedimentation zone. A larger sedimentation zone will reduce water velocities, allowing fines to settle out prior to entering the slotted pipe and mechanical pump. Periodic cleaning and maintenance of the sump should be anticipated.

Drainage ditches should be constructed outside of the immediate work area to allow for collection of the infiltration waters and feeding of the sump. It may be necessary to construct shallow ditches around the perimeter of the foundation excavations in order to help intercept any infiltration water before it enters and flows laterally across the interior of the excavation to reach the drains.

Careful observation of seepage waters should be completed at the start of pumping. If excessive fines are observed being transported up from the bottom or out of the sides of any excavation, pumping should be stopped and the excavation flooded until methods to reduce soil migration can be employed.

Seismic Design

Based on the results of this investigation and Soilogic review of the International Building Code (IBC - 2015), a soil profile type D could be used for the site strata. Based on our review of United States Geologic Survey (USGS) mapped information, design

spectral response acceleration values of $S_{DS} = .156$ (15.6%) and $S_{D1} = .083$ (8.3%) could be used.

Exterior Flatwork

Exterior flatwork could be supported directly on reconditioned natural site soils and/or properly placed and compacted fill and removal area backfill developed as outlined in the "Site Development" section of this report. Disturbed subgrades or subgrade soils that have been allowed to dry out or become wet and softened should be removed and replaced or reconditioned in place prior to exterior flatwork construction.

Site Pavements

Pavement subgrades should be developed as outlined in the "Site Development" portion of this report. Site pavements could be supported directly on the reconditioned subgrade soils and suitable fill and removal area backfill soils placed and compacted as outlined in that section.

The pavement subgrades are expected to consist of lean clay. The lean clay soils classify as A-6 soils in accordance with the American Association of State and Highway Transportation Officials (AASHTO) classification system and would be expected to exhibit low to moderate remolded shear strength. An R-value of 5 was estimated for the site lean clay and used in the pavement section design. Traffic loading on the site pavements is expected to consist of areas of low to moderate volumes of automobiles and light trucks, as well as areas of low volumes of heavier trash and delivery truck traffic. Equivalent 18-kip single axle loads (ESAL's) were estimated for the quantity of site traffic anticipated. Two (2) general pavement design categories are outlined below in Table I. Standard duty pavements could be considered in automobile drive and parking areas. Heavy duty pavements should be considered for access drives and other areas of the site expected to receive higher light vehicle traffic volumes and/or heavy truck traffic. Thicker pavements sections may be appropriate in some areas. We would be happy to complete a pavement section design based on the actual type and quantity of heavy truck traffic anticipated to utilize areas of the site at your request.

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Proofrolling of the pavement subgrades should be completed to help identify unstable areas. Areas which pump or deform excessively should be stabilized prior to aggregate base course and asphaltic concrete placement. Depending on the in-place moisture content of the subgrade soils immediately prior to paving, the time of year when construction occurs and other hydrologic conditions, stabilization of the subgrade soils may become necessary to develop a suitable paving platform. If required, we recommend consideration be given to stabilization of the pavement subgrades with Class C fly ash. With the increase in support strength developed by the chemical stabilization procedures, it is our opinion some credit for the stabilized zone could be included in the pavement section design, reducing the required thickness of overlying asphaltic concrete and aggregate base course. Chemical stabilization can also eliminate some of the uncertainty associated with attempting to pave during periods of inclement weather. Pavement section design options incorporating some structural credit for the chemically-stabilized subgrade soils are outlined below in Table 1.

TABLE 1 – PAVEMENT SECTION DESIGN									
	Standard Duty	Heavy Duty							
Option A – Composite									
Asphaltic Concrete (Grading S or SX)	4"	5"							
Aggregate Base (Class 5 or 6)	6"	8"							
Option B – Composite on Stabilized Subgrade									
Asphaltic Concrete (Grading S or SX)	3"	4"							
Aggregate Base (Class 5 or 6)	4"	6"							
Fly Ash Stabilized Subgrade	12"	12"							
Option C - Portland Cement Concrete Pavement									
РССР	5"	6"							

Asphaltic concrete should consist of a bituminous plant mix composed of a mixture of aggregate, filler, binders and additives (if required) meeting the design requirements of the Town of Keenesburg. Aggregate used in the asphaltic concrete should meet specific gradation requirements such as Colorado Department of Transportation (CDOT) grading S (¾-inch minus) or SX (½-inch minus) specifications. Hot mix asphalt designed using "Superpave" criteria should be compacted to within 92 to 96% of the materials Maximum Theoretical Density. Aggregate base should be consistent with CDOT requirements for Class 5 or Class 6 aggregate base, placed in loose lifts not to exceed 9 inches thick and compacted to at least 95% of the materials standard Proctor maximum dry density.

If chemical stabilization procedures will be completed, we recommend the addition of 12% Class 'C' fly ash based on component dry unit weights. A 12-inch thick stabilized zone should be constructed by thoroughly blending the fly ash with the in-place subgrade soils. Some "fluffing" of the finish subgrade level should be expected with the stabilization procedures. The blended materials should be adjusted in moisture content to within the range of $\pm 2\%$ of standard Proctor optimum moisture content and compacted to at least 95% of the material's standard Proctor maximum dry density within two (2) hours of fly ash addition.

For areas subjected to truck turning movements and/or concentrated and repetitive loading such as dumpster or truck parking and loading areas, we recommend consideration be given to the use of Portland cement concrete pavement with a minimum thickness of 6 inches. Areas of the site expected to receive higher volumes of heavy truck traffic may require thicker pavement sections. The concrete used for site pavements should be air entrained and have a minimum 28-day compressive strength of 4,000 psi. Woven wire mesh or fiber entrained concrete should be considered to help in the control of shrinkage cracking.

The proposed pavement section designs do not include an allowance for excessive loading conditions imposed by heavy construction vehicles or equipment. Heavily loaded concrete or other building material trucks and construction equipment can cause some localized distress to site pavements. The recommended pavement sections are minimums and periodic maintenance efforts should be expected. A preventative maintenance program can help increase the service life of site pavements.

North 1st Avenue Final Pavement Section Design

To develop subsurface information for use in final pavement section design of the public North 1^{st} Avenue extension, two (2) soil borings were extended to a depth of approximately 10 feet below ground surface within the approximate roadway alignment. In summary, the materials encountered in borings B-6 and B-7 completed within North 1^{st} Avenue consisted of lean clay which exhibited no to low swell potential extending to the bottom of boring B-7 at a depth of approximately 10 feet below grade, or to a depth of approximately $9\frac{1}{2}$ feet below grade at the location of boring B-6, where it was

underlain by weathered claystone bedrock. Groundwater and wet cave-ins were measured at depths of approximately 3 to 4 feet below grade in these borings when checked 6 days after completion of drilling.

The North 1st Avenue subgrade soils should be developed as outlined in the "Site Development" section of this report. Care should be taken to avoid disturbing the developed subgrade soils prior to paving. In addition, efforts to maintain the proper moisture content in the subgrade soils should be made. If subgrade soils are disturbed by the construction activities or allowed to dry out or become elevated in moisture content, those materials should be reworked in place or removed and replaced prior to surfacing.

Proof-rolling of the roadway subgrade soils should be completed prior to paving to help identify any areas of soft/unstable soils. Those areas identified as unstable would need to be mended prior to paving. Isolated areas of instability can be mended on a case-by-case basis. If more extensive areas of subgrade instability are encountered and depending on the time of year when construction occurs and other hydrologic conditions, stabilization of the subgrade soils may become necessary to develop a suitable paving platform. If necessary, fly ash stabilization of the North 1st Avenue subgrade soils as outlined above for site pavements could be considered to develop a suitable paving platform. If fly ash stabilization will be completed, it is our opinion that with the increase in support strength developed through the stabilization procedures could be used as part of the structural pavement section reducing the required thickness of overlying asphaltic concrete and aggregate base course. A pavement section design option incorporating some structural credit for fly ash treated subgrade soils is outlined below in Table 2.

The North 1st Avenue pavements could be supported directly on stable reconditioned subgrade soils, properly placed and compacted fill or fly ash-treated subgrade soils developed as outlined above. The pavement subgrade soils are expected to consist of reconditioned sandy lean clay. These soils classify as A-6 soils in accordance with The American Association of State Highway and Transportation Officials (AASHTO) classification system and would be expected to exhibit low remolded shear strength. An R-value of 5 and corresponding resilient modulus value of 3,025 (CDOT correlation) was estimated for the lean clay subgrade soils and used in pavement section design. Design ESAL's, serviceability loss and reliability were obtained from local area design standards

for local commercial/industrial roadways. Pavement section design options for North 1st Avenue are outlined below in Table 2. Alternative pavement sections could be considered and we would be happy to discuss any design alternatives at your request.

TABLE 2 – PAV	EMENT SECTION DESIGN
Roadway	North 1 st Avenue
Classification	Local Commercial/Industrial
ESAL's	365,000
Reliability	75%
% Loss	2.2%
Resilient Modulus (Mr)	3025
Design Structural Number	(3.56)
Option A – Composite	
Surface Asphalt (Grading S)	5 ¹ / ₂ " (0.40/inch)
Aggregate Base (Class 5 or 6)	11" (0.11/inch)
(Structural Number)	(3.63)
Option B – Composite on Fly Ash	
Asphalt (Grading S)	5" (0.44/inch)
Aggregate Base (Class 5 or 6)	8" (0.11/inch)
Fly Ash Treated Subgrade	12" (10 @ .05/inch)
(Structural Number)	(3.58)

Asphaltic concrete should consist of a bituminous plant mix composed of a mixture of aggregate, filler, binders and additives if required meeting the design requirements of the Town of Keenesburg. We recommend Grading 'S' aggregate be used in asphaltic concrete mixes for the local commercial/industrial roadway. Hot mix asphalt designed using "Superpave" criteria should be compacted to within 92 to 96% of the materials Maximum Theoretical Density. Aggregate base course (ABC) materials should be consistent with Class 5 or 6 ABC, placed in loose lifts not to exceed 9 inches thick, adjusted to within $\pm 2\%$ of standard Proctor optimum moisture content and compacted to at least 95% of the material's standard Proctor maximum dry density.

Corrosive Soil Characteristics

We measured the soluble sulfate concentration of two (2) representative samples of the subsoils which will likely be in contact with structural concrete. The sulfate concentrations measured in the submitted soil samples were determined to be 0.28 and 0.39 percent by weight in soil. ACI rates the measured soil/bedrock concentrations with

respect to the severity of the sulfate environment as "severe". For concrete exposed to soil/bedrock with a "severe" classification, ACI recommends use of Type V cement or Type I/II cement with a minimum of 15% class F fly ash, a maximum water/cement ratio of 0.45 and minimum compressive strength of 4,500 psi.

Utilizing the proper cement type and water/cement ratio outlined above will not eliminate the potential for sulfate attack. Even concrete mixes utilizing Type V cement for "severe" environments will deteriorate eventually under sulfate attack. Limiting the permeability of cast-in-place concrete through good concrete consolidation and curing procedures is more important than cement type to reduce this risk. Air entrained structural concrete is recommended because those admixtures will reduce the mix water/cement ratio and resulting concrete permeability. Foundation concrete should be designed in accordance with the provisions of the *ACI Design Manual*, Section 318, Chapter 4.

Drainage

Positive drainage is imperative for satisfactory long-term performance of the existing site structure, proposed canopies and associated site improvements. We recommend positive drainage be developed away from the existing building, canopy structures and away from the edges of all pavements during construction and maintained throughout the life of the site improvements.

Care should be taken in the planning of landscaping to avoid features which could result in the fluctuation of the moisture content of the foundation bearing and flatwork and pavement subgrade soils. We recommend watering systems be placed a minimum of 5 feet away from the perimeter of the site structure and be designed to discharge away from all site improvements. Gutter systems should be considered to help reduce the potential for water ponding adjacent to the structure, with the gutter downspouts, roof drains or scuppers extended to discharge a minimum of 5 feet away from structural, flatwork and pavement elements. Water which is allowed to pond adjacent to site improvements can result in unsatisfactory performance of those improvements over time. Water which is allowed to infiltrate pavement subgrade soils can result in a loss of support strength and premature failure of the overlying pavement section.

GENERAL COMMENTS

This report was prepared based upon the data obtained from the completed site exploration, laboratory testing, engineering analysis and any other information discussed. The completed borings provide an indication of subsurface conditions at the boring locations only. Variations in subsurface conditions can occur in relatively short distances away from the borings. This report does not reflect any variations which may occur across the site or away from the borings. If variations in the subsurface conditions anticipated become evident, the geotechnical engineer should be notified immediately so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any biological or environmental assessment of the site or identification or prevention of pollutants or hazardous materials or conditions. Other studies should be completed if concerns over the potential of such contamination or pollution exist.

The geotechnical engineer should be retained to review the plans and specifications so that comments can be made regarding the interpretation and implementation of our geotechnical recommendations in the design and specifications. The geotechnical engineer should also be retained to provide testing and observation services during construction to help determine that the design requirements are fulfilled.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with the generally accepted standard of care for the profession. No warranties express or implied, are made. The conclusions and recommendations contained in this report should not be considered valid in the event that any changes in the nature, design or location of the project as outlined in this report are planned, unless those changes are reviewed and the conclusions of this report modified and verified in writing by the geotechnical engineer.

We appreciate the opportunity to be of service to you on this project. If we can be of further service to you in any way or if you have any questions concerning the enclosed information, please do not hesitate to contact us.

Very Truly Yours, **Soilogic, Inc.**

Jach Hoda

Zach Gordon, E.I. Project Engineer

Reviewed by:



Wolf von Carlowitz, P.E. Principal Engineer



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<u>SO LOGIC</u>

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LOG OF BORING B-6

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	Start Date	6/2	25/20)19	Auger	Type:		4" CFA	During Drilli	ng		5'
	Finish Date	6/2	25/20)19	Hamn	ner Type		Automatic	After Drilling	I		5'
	Surface Elev.				Field I	Personne	el:	JL/BM	6 Days Afte	r Drilling	WC	;l@4'
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6			Ŀ				Estimated	1	Swell			% Passing
l ö	SOIL DESCRIPTION	Depth	횯	"N"	мс	DD	a,,	% Swell @	Pressure	Atterbe	ra Limits	# 200 Sieve
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	medium stiff	4										
	Increasing Sand Content with Depth	5	cs	8	21.4	102.3	5000	None	<500			
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<u>SO LOGIC</u>

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Sample ID: B-1 @ 2 Sample Description: Brown Lean Clay (CL)

		Swell Only)	
Initial Moisture	18.5%	Liquid Limit	-
Final Moisture	19.6%	Plasticity Index	
% Swell @ 500 psf	None	% Passing #200	-
Swell Pressure (psf)	<500	Dry Density (pcf)	109.1



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12 10 8 % Swell 6 4 2 0 -2 Water Add -4 % Consolidation -6 -8 -10 -12 10 100 1000 10000 100000 Applied Load (psf)

Sample ID: B-1 @ 14 Sample Description: Grey/Rust Claystone

Initial Moisture	22.9%	Liquid Limit	27
Final Moisture	25.1%	Plasticity Index	ŝ
% Swell @ 1,000 psf	4.1%	% Passing #200	5 = 3
Swell Pressure (psf)		Dry Density (pcf)	106.8



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Sample ID: B-2 @ 4 Sample Description: Brown Lean Clay (CL)

Initial Moisture	25.1%	Liquid Limit	
Final Moisture	23.1%	Plasticity Index	
% Swell @ 500 psf	None	% Passing #200	°
Swell Pressure (psf)	<500	Dry Density (pcf)	93.6



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Sample ID: B-2 @ 9 Sample Description: Brown Lean Clay (CL)

Initial Moisture	28.0%	Liquid Limit	-
Final Moisture	30.8%	Plasticity Index	
% Swell @ 500 psf	0.5%	% Passing #200	200
Swell Pressure (psf)	1,000	Dry Density (pcf)	92.4



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Sample ID: B-3 @ 2 Sample Description: Brown Lean Clay (CL)

(Swell Olly)							
Initial Moisture	19.5%	Liquid Limit	-				
Final Moisture	20.7%	Plasticity Index	-				
% Swell @ 500 psf	0.1%	% Passing #200	342				
Swell Pressure (psf)	1.	Dry Density (pcf)	106.0				



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Sample ID: B-4 @ 2 Sample Description: Brown Lean Clay (CL)

		Swell Only)	
Initial Moisture	18 .1%	Liquid Limit	5
Final Moisture	19.6%	Plasticity Index	5
% Swell @ 500 psf	0.1%	% Passing #200	
Swell Pressure (psf)		Dry Density (pcf)	107.5



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Sample ID: B-5 @ 4 Sample Description: Brown Lean Clay (CL)

		Swell Only)	
Initial Moisture	27.0%	Liquid Limit	
Final Moisture	27.0%	Plasticity Index	51
% Swell @ 500 psf	None	% Passing #200	14 14
Swell Pressure (psf)	<500	Dry Density (pcf)	91.7



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Sample ID: B-6 @ 2 Sample Description: Brown Lean Clay (CL)

Initial Moisture	19.2%	Liquid Limit	
Final Moisture	20.4%	Plasticity Index	
% Swell @ 150 psf	0.8%	% Passing #200	ŭ.
Swell Pressure (psf)	700	Dry Density (pcf)	108.5



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Sample ID: B-6 @ 4 Sample Description: Brown Lean Clay (CL)

(Swell Olly)							
Initial Moisture	21.4%	Liquid Limit	H.				
Final Moisture	22.6%	Plasticity Index	7 .				
% Swell @ 500 psf	None	% Passing #200					
Swell Pressure (psf)	<500	Dry Density (pcf)	102.3				



245 MARKET STREET, KEENESBURG, COLORADO

Project # 19-1151 July 2019



Sample ID: B-7 @ 2 Sample Description: Brown Lean Clay (CL) (Swell Only)

		Swell Only)	
Initial Moisture	17.7%	Liquid Limit	36
Final Moisture	20.3%	Plasticity Index	18
% Swell @ 150 psf	0.4%	% Passing #200	90.9%
Swell Pressure (psf)	:=:	Dry Density (pcf)	103.5



UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^a
Coarse Grained Soils	Gravels	Clean Gravels	Cu ≥ 4 and 1 ≤ Cc ≤ 3 ^E		GW	Well graded gravel ^F
More than 50% retained	More than 50% of coarse fraction retained on	Less than 5% fines ^c	$Cu < 4$ and/or $1 > Cc > 3^{E}$		GP	Poorly graded gravel ^F
on No. 200 sieve	No. 4 sieve	Gravels with Fines More	Fines classify as ML or MH		GM	Silty gravel ^{F,G, H}
		than 12% fines ^c	Fines classify as CL or CH		GC	Clayey gravel ^{F,G,H}
	Sands	Clean Sands	$Cu \ge 6$ and $1 \le Cc \le 3^{E}$		SW	Well graded sand
	50% or more of coarse fraction passes	Less than 5% fines ^D	Cu < 6 and/or 1 > Cc > 3 ^E		SP	Poorly graded sand
	No. 4 sieve Sands with Fines		Fines classify as ML or MH		SM	Silty sand ^{G,H,I}
		More than 12% fines ^D	Fines classify as CL or CH		SC	Clayey sand ^{G,H,I}
Fine-Grained Soils	Silts and Clays	Inorganic	PI > 7 and plots on or above "A" line		CL	Lean clay ^{K,L,M}
50% or more passes the No. 200 sieve	Liquid limit less than 50		PI < 4 or plots below "A" line ^J		ML	Silt ^{K,L,M}
		Organic	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
	-		Liquid limit - not dried		2	Organic silt ^{K,L,M,O}
	Silts and Clays	Inorganic	PI plots on or above "A" line		СН	Fat clay ^{K,L,M}
	Liquia limit 50 or more	×	PI plots below "A" line		MH	Elastic silt ^{K,L,M}
		Organic	Liquid limit - oven dried	< 0.75	ОЦ	Organic clay ^{K,L,M,P}
			Liquid limit - not dried	< 0.75	ОП	Organic silt ^{K,L,M,Q}
Highly organic soils	Primar	rily organic matter, dark in co	lor, and organic odor		PT	Peat

^ABased on the material passing the 3-in. (75-mm) sieve

- ^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- ^C Gravels with 5 to 12% fines require dual symbols: GW-GM well graded gravel with silt, GW-GC well graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well graded sand with silt, SW-SC well graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

^ECu =
$$D_{60}/D_{10}$$
 Cc = $\frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains \ge 15% sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- ^HIf fines are organic, add "with organic fines" to group name.
- ¹ If soil contains \ge 15% gravel, add "with gravel" to group name.
- ^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- ^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- ^L If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
- ^MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- ^N PI \geq 4 and plots on or above "A" line.
- ^oPI < 4 or plots below "A" line,
- PPI plots on or above "A" line.
- ^QPI plots below "A" line.



GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

- Split Spoon 1%" I.D., 2" O.D., unless otherwise noted SS
- ST: Thin-Walled Tube - 2.5" O.D., unless otherwise noted
- RS: Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted
- CS: California Barrel - 1.92" I.D., 2.5" O.D., unless otherwise noted
- BS: Bulk Sample or Auger Sample

- HS: Hollow Stem Auger PA: Power Auger HA: Hand Auger Rock Bit RB:
- WB: Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value". For 2.5" O.D. California Barrel samplers (CB) the penetration value is reported as the number of blows required to advance the sampler 12 inches using a 140-pound hammer falling 30 inches, reported as "blows per inch," and is not considered equivalent to the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling
WCI:	Wet Cave in	WD:	While Drilling
DCI:	Dry Cave in	BCR:	Before Casing Removal
AB:	After Boring	ACR:	After Casing Removal

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

FIN	E-GRAINED	SOILS	<u>COA</u>	RSE-GRAIN			BEDROC	K
(CB) Blows/Ft.	(SS) Blows/Ft.	<u>Consistency</u>	(CB) Blows/Ft.	<u>(SS)</u> <u>Blows/Ft.</u>	<u>Relative</u> Density	(CB) Blows/Ft.	(SS) Blows/Ft.	<u>Consistency</u>
< 3	0-2	Very Soft	0-5	< 3	Very Loose	< 24	< 20	Weathered
3-5	3-4	Soft	6-14	4-9	Loose	24-35	20-29	Firm
6-10	5-8	Medium Stiff	15-46	10-29	Medium Dense	36-60	30-49	Medium Hard
11-18	9-15	Stiff	47-79	30-50	Dense	61-96	50-79	Hard
19-36	16-30	Very Stiff	> 79	> 50	Very Dense	> 96	> 79	Very Hard
> 36	> 30	Hard			-			-

of Sample

Boulders

Cobbles

Gravel

Sand Silt or Clay

RELATIVE PROPORTIONS OF SAND AND

GRAVE	
Descriptive Terms of	Percent of
Other Constituents	Dry Weight
Trace	< 15
With	15 – 29
Modifier	> 30

RELATIVE PROPORTIONS OF FINES

Descriptive Terms of	Percent of		
Other Constituents	Dry Weight		
Trace	< 5		
With	5 - 12		
Modifiers	> 12		

GRAIN	SIZE	TERMINOLOGY

Major Component Particle Size Over 12 in. (300mm) 12 in. to 3 in. (300mm to 75 mm) 3 in. to #4 sieve (75mm to 4.75 mm) #4 to #200 sieve (4.75mm to 0.075mm) Passing #200 Sieve (0.075mm)

PLASTICITY DESCRIPTION

<u>Term</u> Non-plastic Low Medium High

Plasticity Index 0 1-10 11-30

30+



Weld County Treasurer

Statement of Taxes Due

Account Number R0115701		Parcel 13052	6214002		
Assessed To		XYZ ENTER 6300 E HAM DENVER, CO	RPRISES LLC IPDEN AVE APT 3410 O 80222-7698		
Legal Description		Situs Address			
KEE MMS1A L2 MEDITERRANEA MINOR	R 1ST AMD		245 N M	ARKET ST KEENE	SBURG
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019 \$7,977	7.66	\$0.00	\$0.00	\$0.00	\$7,977.66
Total Tax Charge					\$7,977.66
Grand Total Due as of 01/14/2020					\$7,977.66
Tax Billed at 2019 Rates for Tax Area 0303 - (0303				
Authority	Mill Levy	Amount	Values	Actual	Assessed
WELD COUNTY	15.0380000*	\$1,544.98	MERCHANDISING-	\$51,836	\$15,030
SCHOOL DIST RE3J	18.5320000	\$1,903.99	LAND		
CENTRAL COLORADO WATER (CCW	1.2860000	\$132,13	SPEC.PURPOSE- IMPROVEMENTS	\$302,452	\$87,710
LOST CREEK GROUNDWATER (LCG	0.9450000	\$97.09	Total	\$354,288	\$102,740
KEENESBURG TOWN	22.0000000	\$2,260.28			
S. E. WELD FIRE	10.2770000	\$1,055.86			
AIMS JUNIOR COLLEGE	6.3540000	\$652.81			
HIGH PLAINS LIBRARY	3.2170000	\$330.52			
Taxes Billed 2019 * Credit Levy	77.6490000	\$7,977.66			

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 AFTER THE FOLLOWING DATES: PERSONAL PROPERTY, REAL PROPERTY, AND MOBILE HOMES - AUGUST 1. 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.

Weld County Treasurer

Statement of Taxes Due

Account Number R0115601 Assessed To		Parcel 130526214001 XYZ ENTERPRISES LLC 6300 E HAMPDEN AVE APT 3410 DENVER, CO 80222-7698					
Legal Description KEE MMS1A_L1 MEDITERRANEA M	INOR 1ST AMD	Situs Address					
Year	Tax	Interest	Fees	Payments	Balance		
Tax Charge							
2019 \$	3,302.42	\$0.00	\$0.00	\$0.00	\$3,302.42		
Total Tax Charge					\$3,302.42		
Grand Total Due as of 01/14/2020					\$3,302.42		
Tax Billed at 2019 Rates for Tax Area 03	03 - 0303						
Authority	Mill Levy	Amount	Values	Actual	Assessed		
WELD COUNTY	15.0380000*	\$639.57	MERCHANDISING-	\$136,452	\$39,570		
SCHOOL DIST RE3J	18.5320000	\$788.17	LAND				
CENTRAL COLORADO WATER (CCW	1.2860000	\$54.69	SPEC.PURPOSE- IMPROVEMENTS	\$10,200	\$2,960		
LOST CREEK GROUNDWATER (LC	G 0.9450000	\$40.19	Total	\$146,652	\$42,530		
KEENESBURG TOWN	22,0000000	\$935,66					
S. E. WELD FIRE	10.2770000	\$437.08					
AIMS JUNIOR COLLEGE	6.3540000	\$270.24					
HIGH PLAINS LIBRARY	3.2170000	\$136.82					
Taxes Billed 2019 * Credit Levy	77.6490000	\$3,302.42					

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 AFTER THE FOLLOWING DATES: PERSONAL PROPERTY, REAL PROPERTY, AND MOBILE HOMES - AUGUST 1.

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.

