

PLANNING AND DEVELOPMENT MEMORANDUM
#13-23

May 20th, 2013

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David Willett, Acting City Manager 
Brook Svoboda, Director of Planning and Development

SUBJECT: CR-54 Mile High Outdoor Sign License Agreement

BACKGROUND:

In July of 2012, City Council acted to amend Article 35 of the Northglenn Zoning Ordinance to expand certain standards relating to Off-Premise Advertising in the City. Pursuant to the zoning changes in 2012, Mile High Outdoor has submitted a sign permit application (Attachment 1) to construct an Off-Premise Advertising Device.

As part of the zoning changes, an annualized permit fee is required that would be negotiated by City Council. Mile High Outdoor has recently received Colorado Department of Transportation (CDOT) approval for the billboard in the proposed location – included as part of Sign Permit Application (Attachment 1). Their submitted sign application meets the requirements of the amended zoning ordinance for Off-Premise Advertising devices.

The key points of the License Agreement are as follows:

- \$10,000 annual permit fee
- 30% of all advertisement spots would be reserved for local Northglenn businesses and City content.

BUDGET/TIME IMPLICATIONS:

There are no specific budget or time implications other than the revenue generation offered by the proposal.

STAFF REFERENCE:

Brook Svoboda, Director of Planning and Development at 303-450-8937 or by e-mail at bsvoboda@northglenn.org.

ATTACHMENTS:

ATTACHEMNT 1 – Sign permit application

ATTACHMENT 1

CITY OF NORTHGLENN SIGN PERMIT

Complete all items on this application.
Mark boxes where appropriate.
For information, please call the Building
Department.

(303)-450-8745

Sign Address: <u>10300 Bannock St. N/Ce 80240</u> , <u>Northglenn Greens - NE Corner Lot 5</u>		
Owner (property)	<u>Northglenn Greens Holding, LLC P.O. Box 247 Eastlake, CO 80114</u>	<u>303-457-2966</u>
Sign owner	<u>Mile High Outdoor 9250 E. Castilla Ave, S. 120 Greenwood Village, CO 80112</u>	<u>303-783-4800</u>
Contractor - sign-frames	<u>YES10 3770 Joliet St. Denver, CO. 80239</u>	<u>303-375-9933</u>
Contractor - sign-structure	<u>C Behrend Corp 5738 S. Kenton St. Englewood, CO. 80111</u>	<u>720-270-4678</u>
Electrical Contractor	<u>Carlton Electric 1284 S. Cherokee St. Denver, CO. 80223</u>	<u>303-722-5742</u>

DESCRIPTION OF PROJECT

CLASS OF WORK: NEW ALTERATION _____ RELOCATION _____

TYPE OF SIGN: DETACHED _____ WALL _____ OTHER off-premise, pole sign, electronic-changeable message

TEMPORARY _____ EXPIRATION DATE n/a

FEATURES: ILLUMINATED DIRECT _____ ILLUMINATED INDIRECT _____ INTERNAL LED

DIMENSIONS
 WALL SIGNS SIGN AREA _____ SIGNABLE AREA OF FAÇADE _____
 DETACHED SIGN AREA 14x48 HEIGHT 60' SETBACK 25'
2 sides

VALUATION: \$ 500,000

PLEASE ATTACH: See "Permit Notes" attached

An illustration of the sign, showing the sign's dimensions.
 For detached signs, please provide a plot plan showing sign location, other significant structures onsite, sidewalks and bike paths and the set-back from the street right-of-ways.
 For wall signs, please show a complete building façade, sign size and dimensions of signable area

APPLICABLE REGULATIONS

The applicant, his agents, and employees shall comply with all rules, regulations, and requirements of the Northglenn Zoning Ordinance and the International Building Code governing location, construction and erection of the sign for which this permit is granted. Violations of the rules or regulations may result in the revocation of this permit. The applicant is required to call for inspections at various stages of construction. One day's advanced notice to the Northglenn Building Official is required prior to inspections.

A SEPARATE ELECTRICAL PERMIT IS REQUIRED

[Signature] 9250 E. Castilla Ave #120, Greenwood Village, CO 80113 10/16/12
 SIGNATURE OF APPLICANT ADDRESS DATE

OFFICE USES ONLY					
PERMIT FEE	+	USE TAX	=	TOTAL	RECEIPT NUMBER
APPROVED BY		DATE			PERMIT NUMBER



9250 E. Costilla Ave. • Suite #120
Greenwood Village, CO 80112
Phone 303.783.4800 • Fax 303.783.4801
www.milehighoutdoor.com

October 15, 2012

Permit Notes:

Electronic Changeable Sign will adhere to the following standards, per the Northglenn Sign Ordinance:

Message Hold Time: Each message displayed shall remain static for a minimum of eight (8) seconds. All such signs shall have a default mode to prevent the display from malfunctioning in a flashing or intermittent fashion.

Transition Method: Each electronic sign shall be limited to static messages only, and shall not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. This shall include the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity. The transition duration shall be instantaneous.

Brightness/Luminance:

- i. Each electronic sign shall be equipped with dimming technology that automatically varies the brightness of the electronic sign according to ambient light conditions.
- ii. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed 500 NIT (Candelas per square meter) between dusk and dawn as measured by the equivalent 'percentage of maximum brightness-nighttime' setting on the applicant's sign controlling software. Applications for sign permits containing an electronic display shall include the manufacturer's specifications and NIT rating. City officials shall have the right to view the technical specifications of the sign to determine compliance

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1. In consideration of payment terms below, Lessor hereby leases to Lessee a portion of the property legally described as **Block 1, Lots 3, 5 and 7, Northglenn Greens Subdivision, County of Adams, State of Colorado**, as shown and described on Appendix A, attached hereto and incorporated herein by reference (the "Premises") for the Permitted Use (defined below), for a term of [REDACTED], unless earlier terminated as provided herein, commencing upon the earlier of 365 days from execution of this Lease or upon complete construction of Lessee's Sign (defined below). In the event Lessee does not complete construction of the Sign within [REDACTED], Lessor or Lessee may terminate this Lease upon written notice to the other; provided, however, that in the event that Lessee actually completes construction of the Sign and displays advertising thereon within thirty (30) days of Lessee's receipt of Lessor's termination notice, this Lease shall remain in full force and effect. A legal description and site plan with exact location of the Premises, when determined by mutual agreement of Lessor and Lessee, will be attached to this Lease prior to commencement of the Lease in Appendix A.

2. The following term payments will apply:

Lessee shall pay Lessor, as rent, [REDACTED]

Lessee shall pay Lessor [REDACTED] deposit when this Lease is executed as a good faith deposit (the "Deposit"). The Deposit shall be returned in the event this Lease is terminated in accordance with the provisions of Section 1, above. If the Sign is constructed, Lessor will retain the Deposit as a security deposit. Lessor may apply the Deposit to cure any default by Lessee hereunder, in which event Lessee shall immediately replace such Deposit. Within 60 days after the termination of this Lease, provided that Lessee is not then in default hereunder, Lessor shall return to Lessee the remaining balance, if any, of the Deposit. Lessor may commingle the Deposit with Lessor's other funds.

3. Lessor covenants that Lessor owns the Premises, and that Lessor has full power and authority to execute this Lease.

4. Lessee shall indemnify, defend and save Lessor harmless from and against all damage and injury to persons or property resulting from the use of the Premises by Lessee, and/or Lessee's agents, employees, contractors and invitees. Lessee further agrees to name Lessor as an additional insured on a general liability insurance policy with a licensed and reputable insurer in an amount not less than \$1,000,000 per occurrence. Such insurance policy shall not be cancelable except upon at least 30 days prior written notice to Lessor. Lessee shall provide Lessor with current certificates of insurance evidencing such insurance upon execution of this Lease, and shall provide updated certificates at least 30 days prior to the expiration of any policy.

5. Lessee shall remain the owner of all its sign permits and applicable permit rights, sign structure and equipment Lessee places on the Sign and the Premises, and, shall retain the right to remove Lessee's Sign and equipment at any time. Lessee shall remove the Sign and all of Lessee's property from the Premises within 30 days following the expiration or termination of this Lease, and any Sign or property not so removed shall, at the election of Lessor, be removed by Lessor at Lessee's cost and expense, or be deemed abandoned by Lessee and become the property of Lessor. Lessee shall repair any damage resulting from Lessee's removal of the Sign and property, and shall, upon expiration or termination of this Lease, restore the Premises to a condition as good or better than the condition of the Premises as of the date of this Lease. Lessee shall, at Lessee's sole cost and expense, maintain the Sign and all improvements and other structures on the Premises in a neat, clean and attractive appearance, and shall not allow them to fall into disrepair.

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CFZ

6. Lessor grants Lessee the right to trim, cut, or remove brush, trees, shrubs, or any vegetation on Lessor's property within the "Restricted Area" shown on Appendix A that obstruct visibility of the Sign and the Sign's advertising faces. Lessor consents and grants to Lessee and/or its agents the right to ingress and egress to and from its structure over the property shown as "Access" on Appendix A for all purposes reasonably necessary for the erection, maintaining, servicing and removal of its structure. At Lessee's sole expense, Lessee shall have the right to establish electrical power to the structure in such manner and in such locations as are reasonably approved by Lessor in writing. Lessor may, at Lessor's sole cost and expense, relocate any utilities or access ways to the structure, and Lessor may otherwise utilize any such access or utilities areas for any purpose or use that does not unreasonably interfere with such use by Lessee. Lessee shall not unreasonably interfere with or obstruct the use of any such areas by Lessor or any of Lessor's tenants or users. Lessee shall, at Lessee's sole cost and expense, immediately repair and restore any damage resulting from Lessee's use of any such areas.
7. In the event that, in Lessee's sole opinion, Lessee is prevented by law from erecting or maintaining the Sign on the Premises, the visibility of Lessee's Sign becomes impaired, or the vehicular traffic passing by these Premises significantly diminishes, or advertising value is impaired or diminished, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor, receiving back from Lessor all unearned rent Lessee paid Lessor for the unexpired term.
8. In the event or threat of condemnation, Lessee may participate in any such condemnation award; provided, however, that Lessee's participation does not diminish or reduce Lessor's award and that Lessee's participation in any award granted shall be limited to Lessee's damages, including loss of use of the sign, cost of removing the Sign and loss of the leasehold interest.
9. This Lease shall be binding upon the heirs, executors, and successors and assigns for the parties hereto, and Lessor agrees to notify Lessee of any change of ownership of the Premises. Lessor shall not assign or otherwise transfer any of its interest or rights under this Lease except to a party who purchases the underlying title; provided, however, that Lessor may collaterally assign this Lease and/or any proceeds of this Lease without Lessee's consent. Lessee shall not assign this Lease or sublease all or any portion of the Premises without Lessor's prior written consent; provided, however, that the foregoing shall not prohibit or restrict Lessee from entering into advertising agreements for the Sign.
10. After the term hereof, this Agreement shall renew on a month-to-month basis unless terminated at the end of such term, or any additional term thereof, by either party serving written notice of termination no less than thirty (30) days before the end of such term or additional term.
11. Any alleged breach of this Agreement shall not be deemed a default which would justify termination unless written notice of that alleged breach has been served by the protesting party, and said notice allows the other party at least thirty (30) days after receipt of said notice to cure the alleged breach.
12. This Agreement is contingent upon Lessee being able to secure a sign permit from City of Northglenn and CDOT. Lessee agrees to use its best efforts to secure said permits and to pay all expenses in connection therewith. Rent shall not commence unless and until all necessary permits are secured.
13. Lessee shall use the Premises solely for the Permitted Use, and for no other purpose or use without the prior written consent of Lessor. The "Permitted Use" shall be the construction, maintenance and operation of a two-sided mono-pole billboard sign with sign faces generally facing both directions of oncoming traffic on Interstate I-25 (including incidental structures for illumination and access for such sign) (a "Sign"). Lessee shall not construct or materially alter the Sign or any other improvement or structure unless and until Lessee has submitted the plans and specifications (including location) to Lessor and received Lessor's written approval thereof. Lessor agrees to approve or disapprove such plans and specifications of Lessee within fifteen (15) days of delivery of same to Lessor, and to provide specific reasons and instructions regarding any disapproved matters. If Lessor fails to so respond within such fifteen (15) day period, such plans and specifications shall be deemed approved by Lessor.

14. Lessee agrees that the advertising placed on Sign shall not represent any firm or product that is pornographic or obscene. Furthermore, Lessee agrees that the advertising placed on the Sign shall not represent any firm or product that is in direct competition with a tenant or user that is both in operation and situated on the properties directly adjacent to Lessor prior to the execution of this Lease. Lessor shall have fifteen (15) days from the placement of any advertisement on Sign to provide notice to Lessee of its objection on the basis that such advertisement is pornographic, obscene, or in competition with a tenant or user in operation prior to execution of this Lease and situated on the properties directly adjacent to Lessor, stating the specific reasons regarding the objection. If Lessor fails to so object to any advertisement placed on Sign within such fifteen (15) day period, Lessor shall be deemed to have approved such advertisement.
15. Lessee shall, at Lessee's sole cost and expense, comply with all applicable laws, ordinances, rules and regulations pertaining to Lessee's use of the Sign and the Premises.
16. In the event that either party must take action to enforce this Lease, the defaulting party shall pay upon demand all reasonable costs and expenses of the enforcing party with respect to such enforcement, including reasonable attorney's fees.
17. Lessor shall have the right from time to time to audit the books and records of Lessee, using a licensed and reputable accountant who is compensated on a non-contingency basis, with respect to the amounts payable pursuant to Section 2, above, including, without limitation, the right to receive upon demand copies of all agreements relating thereto, and Lessee shall reasonably make available all such information to Lessor. In the event that such audit correctly reveals that Lessee has underpaid any amounts due to Lessor hereunder, such amounts shall be immediately paid by Lessee to Lessor with interest from the date such amounts should have been paid to Lessor at the rate of eight percent per annum. Furthermore, if such audit reveals that rent was underpaid for any one-year period by more than five percent, Lessee shall reimburse Lessor for the actual and reasonable cost of such audit.
18. Lessee shall be responsible for all costs and expenses associated with Lessee's use of the Premises, including, without limitation, utilities, personal property taxes, permit fees, and insurance. With the exception of Lessee's personal property taxes paid by Lessee, Lessor shall be responsible for all taxes (including real estate taxes) on the Premises irrespective of any increase in ad valorem taxes or assessments resulting from Lessee's use of the Premises, Lessee's Sign, or any improvements or other structures or property placed upon the Premises.
19. In the event that Lessee is in default hereunder, and such default remains uncured for a period of thirty (30) days after Lessee's receipt of written notice thereof from Lessor, then Lessor may, but shall not be obligated to, in addition to any other rights or remedies, cure such default, in which event Lessee shall immediately pay to Lessor upon demand the amount of any costs and expenses incurred by Lessor in curing such default. Furthermore, Lessor may deduct any such cost or expense from the Deposit, in which event Lessee shall immediately upon demand restore the Deposit to its full balance.
20. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified except by a subsequent agreement in writing executed by the parties. This Lease may be executed in multiple counterparts.
21. Notices shall be given to the addresses set forth below by registered or certified U.S. mail, hand delivery or by a nationally-recognized overnight courier, and shall be deemed given upon receipt or refusal of receipt. Either party may change their notice address by providing the other party with at least 10 days prior written notice.

[Signature Page to Follow]

Accepted and approved:

Date: 5/1/12

COLORADO OUTDOOR, INC., LESSEE

By: [Signature]

Steve Richards

President

9250 E. Costilla Ave., Suite 120

Greenwood Village, CO 80112

303.783.4800

Accepted and approved:

Date: 4/26/12

Northglenn Greens Holdings, LLC, LESSOR

By: [Signature]

Name: Clay Carlson

Title: manager

Address: PO Box 247

Eastlake, CO. 80614-0247

303-457-2966

Tax ID: _____

COLORADO DEPARTMENT OF TRANSPORTATION ROADSIDE SIGN PERMIT APPLICATION	Region	6	Date	6-15-12
	Section		Route	I-25
Leave no space blank. Attached exhibits are considered a part of this application. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED	County	Adams	Milepost	220.75

APPLICANT INFORMATION Attach **Exhibit A**, a current notarized statement of property owner's consent or lease agreement.

Sign Owner Name (Company Name & Contact) Mile High Outdoor Steve Richards		Property Owner Name (Company Name & Contact) Northglenn Greens Holdings LLC Ryan Carlson	
Phone	Email	Phone	Email
303-783-4800	steve@milehighoutdoor.com	303-457-2966	ryancarlson@carlsonland.net
Sign Owner Mailing Address (Street, City, State, ZIP) 2228 72nd Avenue, Greeley, CO 80639 9250 E. Castilla Ave, Suite 120 Greenwood Village, CO 80112		Property Owner Mailing Address (Street, City, State, ZIP) P.O. Box 247 Eastlake, CO 80614	
Parcel Number of Sign Location 171915201033		Expiration date of consent/lease agreement and any additional terms: 20 years from time of complete construction of sign	
Subdivision	Block	Lot	
Northglenn Greens	1	5+3	

SIGN DESCRIPTION Attach **Exhibit B**, a sketch of property, lease and sign locations (plan & elevation) or photo and actual survey. If sign location is eligible under the Kerr or Cotton Area Exception, sufficient documentation must be submitted with this application.

Height above ground (ft)	Side of Highway	Latitude	Longitude
55'	West	39.88359 N	104.98835 W
Sign face Width (ft)	No. of faces	Distance from ROW (ft)	GPS Datum:
48'	2	10'	provide later
Sign face height (ft)	Total Area (SF)	Date of Construction:	<input type="checkbox"/> Kerr Area Exception (2 CCR 601-3 § IV.F.1)
14'	672x2 = 1344	TBD - Aug. 2012	<input checked="" type="checkbox"/> Cotton Area Exception (2 CCR 601-3 § IV.F.2)
Sign Type: (Mark all that apply.)	<input type="checkbox"/> Wood <input checked="" type="checkbox"/> Lighted <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Reflectorized <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Changeable Message <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Date/Time/Temperature	Spacing Along Highway (Ahead) 500' +
			Spacing Along Highway (Back) 500' +
			What does the sign advertise? TBD, various
			Location of the item advertised n/a

LOCAL JURISDICTION APPROVAL Attach **Exhibit C**, a certified copy of zoning documentation, attested by City/County Clerk, documenting zoning and date of zoning. Property must be zoned either industrial or commercial or both industrial and commercial.

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date Reviewed:	Type of Zoning	Earliest Effective Date of Zoning
		Commercial C-5	1969
Local Zoning Administrator approval*		Zoning documentation was filed In	Book Page
		Adams City/County	See attached + map
Building Permit Issued?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Date Issued	Date Expires
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED			

* Signature indicates local zoning certification and compliance with local sign ordinances only, CDOT approval is also required.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE LOCAL, STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE PERMIT ISSUED BASED ON THIS PERMIT APPLICATION MAY BE DENIED, REVOKED OR A RENEWAL DENIED IF:

- I provide false or misleading information on this application, or
- Any violation of the rules and regulations of CDOT (2CCR 601-3), or
- Any violation of the provisions of the Outdoor Advertising Act (CRS 43-1-401) including, but not limited to
- Any violation of CRS 43-1-409, § (1)(a) which states in part, If the sign authorized by a permit is not erected within one year from the date the permit was issued, then the permit is void as of one year from the date it was issued.

Applicant signature:	Date:	<input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED	Date Received
	8/8/12		
Applicant signature witnessed by:	Date	Received by (CDOT Inspector)	
	8/8/12		

Distribute signed originals including all exhibits to:

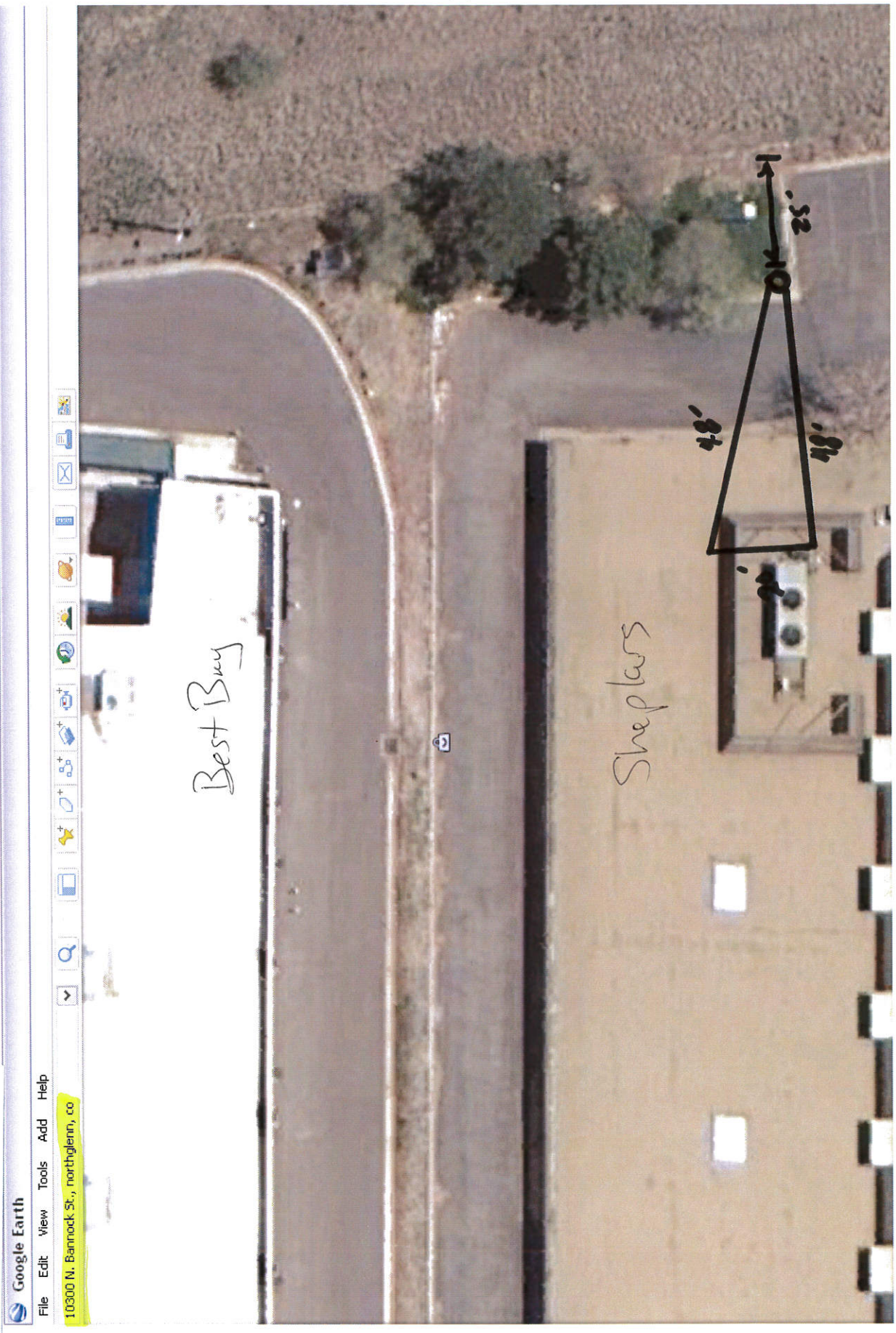
Applicant
 Region Permit Office
 Staff Traffic and Safety Branch

Previous editions are obsolete and may not be used

CDOT Form 291 10/07

Site Plan

2 + 5
2
E
S



J-25 →



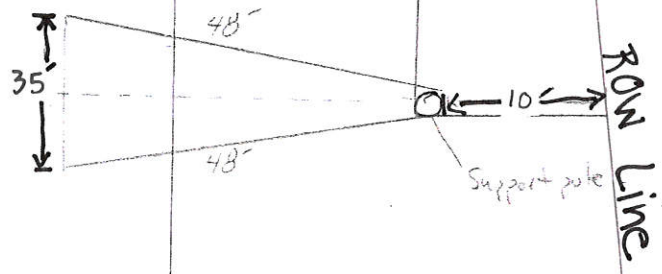
Best
Buy
Building

alley

alley

Planter
box

I-25



Sheplar's
Building

10300 N. Bannock

Sign site plan



9250 E. Costilla Ave. • Suite #120
Greenwood Village, CO 80112
Phone 303.783.4800 • Fax 303.783.4801
www.milehighoutdoor.com

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-54
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND COLORADO OUTDOOR, INC. D/B/A MILE HIGH OUTDOOR ADVERTISING REGARDING THE PLACEMENT OF A SIGN

WHEREAS, Colorado Outdoor, Inc. d/b/a Mile High Outdoor Advertising (“Mile High”) desires to construct a new sign at 10300 N. Bannock, visible to I-25 traffic, with an electronic light emitting diode format, which is now permissible due to City amendments to the City Zoning Ordinance; and

WHEREAS, the City Council desires to enter into an agreement with Mile High setting forth particular terms and conditions for Mile High’s use of the sign.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and Colorado Outdoor, Inc. d/b/a Mile High Outdoor Advertising regarding the placement of an LED sign, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SIGN AGREEMENT

THIS SIGN AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2013, (the "Effective Date") by and between the CITY OF NORTHGLENN, a Colorado Home Rule Municipality (the "City") and COLORADO OUTDOOR, INC., a Delaware Corporation d/b/a MILE HIGH OUTDOOR ADVERTISING 9250 E. Costilla Ave., Suite 120, Greenwood Village, CO 80112 ("Mile High") (individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, Mile High desires to construct a new Sign at 10300 N. Bannock, visible to I-25 traffic, with an electronic light emitting diode ("LED") format (the "Proposed Sign"), which is now permissible as the City has amended its Zoning Ordinance to permit the Proposed Sign; for which the location is shown on the map attached as **Exhibit A** (the "Location"); and

WHEREAS, the Parties desire to set forth the terms under which the Proposed Sign will be operated.

NOW, THEREFORE, in consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

I. PROPOSED SIGN SPECIFICATIONS

The Proposed Sign shall be a monopole sign with decorative stucco wrap. The pole wrap shall match the 112th Avenue flyover bridge. The Proposed Sign shall also substantially comply with specifications in the attached **Exhibit B**.

In connection with repair and maintenance of the Proposed Sign, Mile High may replace one or both of the LED sign faces on the Proposed Sign with a substantially similar LED sign face to the corresponding face specified in **Exhibit B** or a different LED sign face approved in writing by the City.

II. ANNUAL FEE

Annually, Mile High shall pay to the City a sign fee of Ten Thousand Dollars (\$10,000.00) for so long as Mile High operates the Proposed Sign on the Location (the "Sign Fee"). The first annual payment shall be due within thirty (30) days after the completion of construction of the Proposed Sign and, in any event, before the Proposed Sign is put into regular operation (that is, operation other than testing).

III. CIVIC USE OF SIGN

For so long as Mile High operates the Proposed Sign, Mile High shall provide the City with thirty percent (30%) of the allotted time on the Proposed Sign, at no cost, or equal amount of allotted advertising space on other Mile High digital or static billboard signs in or near the City area, if the City desires. The City may place any messages it desires in this advertising spot; provided the messages do not violate applicable laws, Sign Lease Agreement between Mile High and Northglenn Greens Holdings, LLC (executed by Mile High on May 1, 2012 and by Northglenn Greens Holdings, LLC on April 26, 2012). Mile High represents that there are no agreements binding on Mile High provided that Mile High shall not enter into any future agreements that limit the City's right to display messages on the Proposed Sign without the City's written approval. The City may allow third-parties to use the City's advertising spot, including local Northglenn businesses, and the City may charge a fee to the third-parties. Mile High shall not charge the City or the third-party for third-party use of the City's advertising spot.

Mile High and the City will coordinate to schedule civic use. Should the City not provide Mile High with content to run on its 30% of time allotted, Mile High may schedule said content space at its own discretion.

IV. ABANDONMENT AND REDUCTION

Except as otherwise provided in this Article IV, if Mile High ceases to operate the Proposed Sign for any reason, including without limitation, failure of the Proposed Sign to function, for more than one hundred eighty (180) continuous days, or 270 days in the aggregate during any five (5) year period, Mile High shall be in breach of this Agreement.

In the event that one or both LED sign faces is indefinitely obstructed from public view from Interstate Highway 25, the volume of traffic on Interstate Highway 25 in the viewing area of the sign is substantially and indefinitely diminished, Mile High's lease of the property on which the sign is located expires or is terminated, any governmental authority determines that the Proposed Sign or elements of the Proposed Sign are unlawful, or in Mile High's reasonable determination it is otherwise no longer economical for Mile High to operate the Proposed Sign as it then exists, Mile High shall remove the Proposed Sign in its entirety.

V. INDEMNIFICATION

Mile High agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Mile High, any subcontractor of Mile High, or any officer, employee, representative, or agent of Mile High, or which arise out of any worker's compensation claim of any employee of Mile High or of any employee of any subcontractor of Mile High.

VI. REMEDIES

In the event Mile High breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof, then the City may have recourse to any of the following remedies that may apply:

1. The City may terminate this Agreement by written notice to Mile High unless the breach is first cured. If this Agreement is terminated in accordance with this paragraph, Mile High shall remove the Proposed Sign in its entirety.
2. If the breach consists of a failure to pay the Sign Fee when and as required by this Agreement, the City may, with or without terminating this Agreement, pursue claims to recover the amount due and unpaid.
3. If the breach consists of a failure to provide the City the advertising spot on LED sign faces as required by Article III above, the City shall be entitled to an order for specific performance compelling Mile High to provide such advertising time or provide additional time to compensate for the lost time.
4. The City may pursue any other remedies to which it may be entitled by law for Mile High's breach of contract.

If Mile High's right to operate the Proposed Sign is terminated pursuant to Article VI.1. above and Mile High fails to remove the Proposed Sign within thirty (30) days after receipt of notice of termination, the City shall be entitled to remove the LED sign faces and dispose of them at a public or private sale (conducted in a commercially reasonable manner) and remit the net proceeds of the sale to Mile High; provided, however, that Mile High shall be liable to reimburse

conveys ownership of the Proposed Sign to a third-party and if the third-party executes an agreement with the City acknowledging that upon conveyance of ownership of the Proposed Sign, the third-party assumes all obligations of Mile High under this Agreement, including without limitation the obligation to make the payment set forth in Section II and provide the advertising space in Section III. Provided that the third-party executes such an agreement, Mile High shall have no liability for obligations accruing under this Agreement from and after the effective date of the third-party's assumption of Mile High's obligations.

- I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000.00) per person and six hundred thousand dollars (\$600,000.00) per occurrence, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

- J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

- K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

- L. Attorney's Fees. In the event of any litigation hereunder, the party prevailing on the more substantial portion of its claims and defenses, if any, shall be entitled to an award of its reasonable attorney's fees and other related costs.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PROPERTY OWNER CONSENT

As owner of the property upon which the Proposed Signage shall be located, _____ (“Owner”) hereby consents to the terms of this Agreement, including, without limitation, the right of the City to enter onto the property where the Proposed Sign is located to carry out the rights provided to the City under this Agreement. This consent shall run with the land and be binding on all assigns and successors-in-interest of Owner.

By: _____

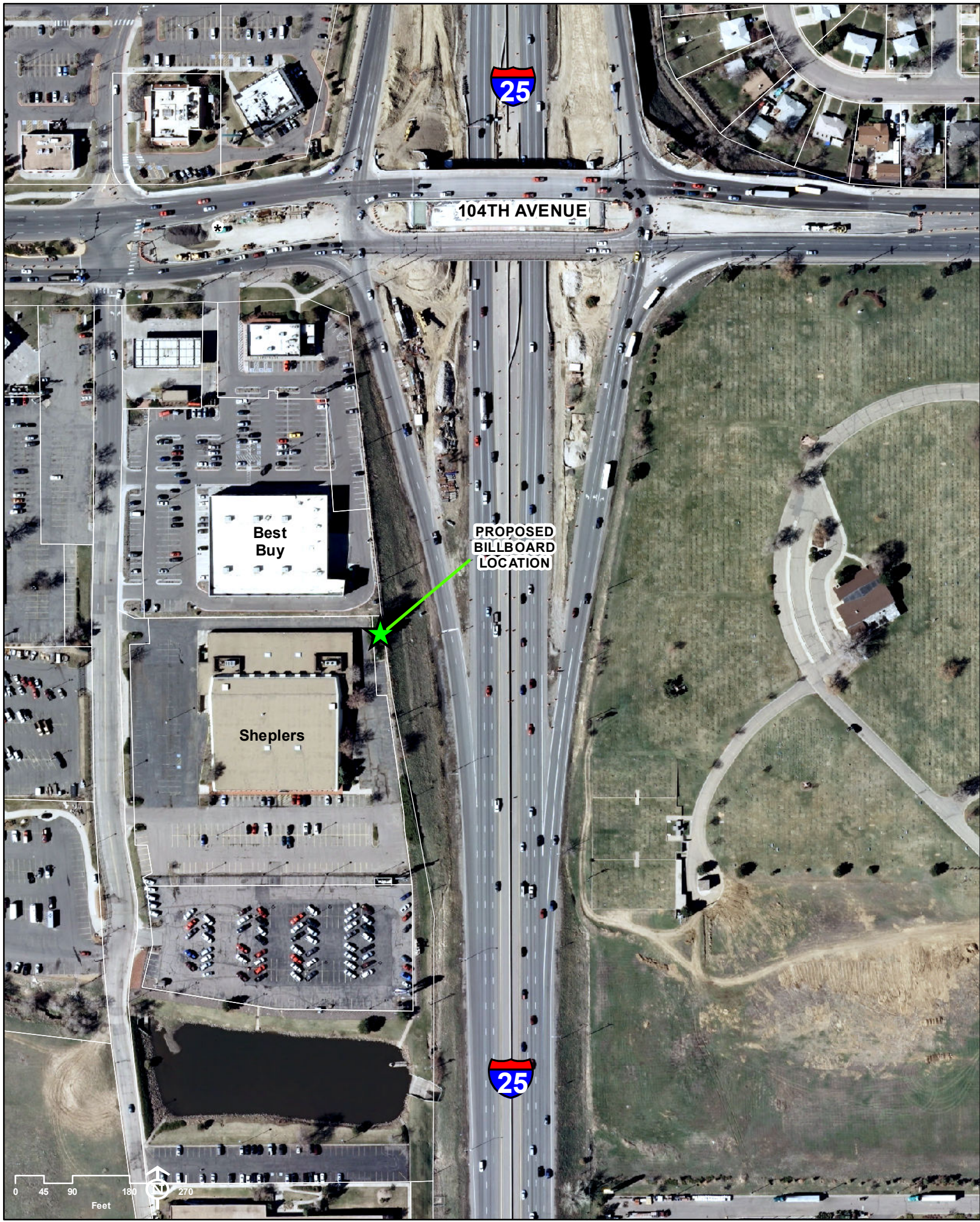
Its: _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____ as the _____ of _____.

My commission expires: _____

(SEAL) _____
Notary Public

EXHIBIT A



25

104TH AVENUE

Best Buy

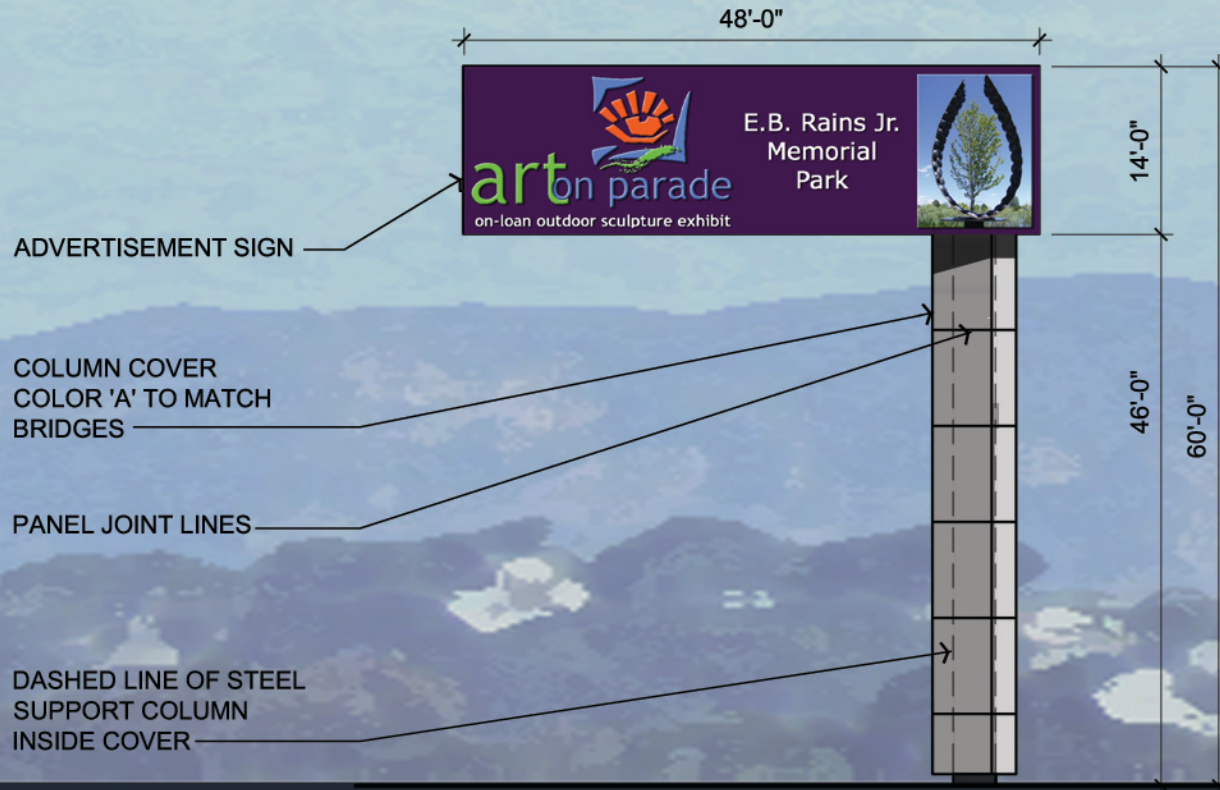
Sheplers

PROPOSED
BILLBOARD
LOCATION

25

0 45 90 180 270
Feet

EXHIBIT B



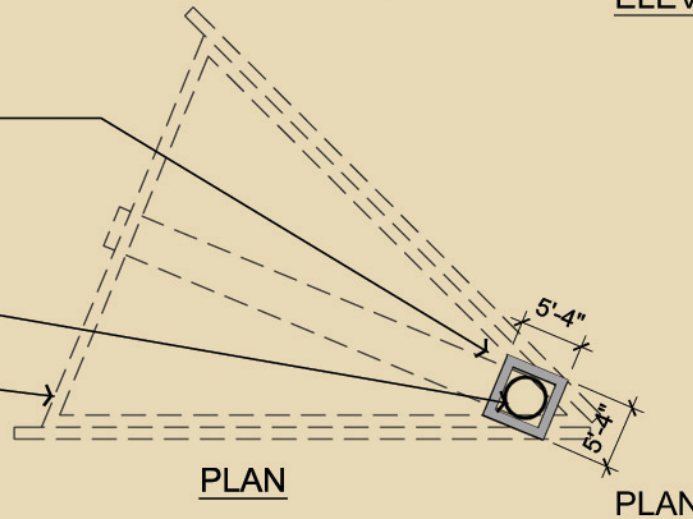
ELEVATION

ELEVATION

COLUMN COVER AND
BANDING

ROUND STEEL SUPPORT
COLUMN

DASHED LINES OF STEEL
STRUCTURE ABOVE



PLAN

PLAN



TODD LAWRENCE
ARCHITECT
703 E. AUBURN DR.
TEMPE, AZ. 85283
(602) 769-5069

MILE HIGH
OUTDOOR

NORTHGLENN
CONCEPT 4

SCALE 1/16" = 1'-0"

10/20/12