



**PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM  
#32-2020**

**DATE:** September 14, 2020

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

**FROM:** Brook Svoboda, Director of Planning and Development   
Eric Ensey, Senior Planner  
Ashley McFarland, Planner I

**SUBJECT:** CR-119 – Subdivision Improvement Agreement for the 104<sup>th</sup> and Irma Convenience Minor Subdivision Final Plat

---

**PURPOSE**

To consider CR-119, a resolution that would approve a Subdivision Improvement Agreement (SIA) with 41581 Northglenn CO, LLC (7-Eleven) for the installation of a public sanitary sewer line associated with the 104<sup>th</sup> and Irma Convenience Minor Subdivision Plat.

**BACKGROUND**

The subject site is located on the north side of East 104<sup>th</sup> Avenue, east of Irma Drive. Attachment 1 is a vicinity map that shows the location of the property. The property and the current business located on the property, Charlie's Auto, is owned by Charlie Ehmka. 41581 Northglenn CO, LLC is acting on behalf of Ehmka.

The proposed development includes the subdivision of the property into two separate lots. A new 7-Eleven gas station and convenience store would be built on the western portion of the property (Lot 1 of the plat) by 41581 Northglenn CO, LLC. This area is currently a parking lot. The eastern lot (Lot 2 of the plat) will be retained by Ehmka. This subdivision is titled "104<sup>th</sup> and Irma Convenience Minor Subdivision" and is included as Attachment 2. The city's Unified Development Ordinance outlines the approval of a minor subdivision application as an administrative process approved by the Director of Planning and Development.

In addition to the administrative plat, a minor site plan is pending approval subject to the approval of the three agreements. Minor site plans are approved administratively, subject to compliance with the requirements of the Unified Development Ordinance. Attachment 3 includes the Irma Convenience Minor Site Plan for reference purposes.

The plat has been reviewed and is ready for approval. There are three agreements associated with the plat that require approval by City Council that are on the Sept. 14, 2020, agenda for Council's consideration. They are as follows:

<b>Agenda Item</b>	<b>Agreement Name</b>	<b>Brief Description</b>
CR-119	Subdivision Improvement Agreement	An agreement between the City and the developer to ensure that the required public sanitary sewer mainline is constructed to provide sanitary sewer access to the property.
CR-120	Permanent Access Easement	An agreement between the City and the developer to grant access to East 104 <sup>th</sup> Avenue over a tract of City-owned land.

CR-124	License Agreement	An agreement between the City and the developer to allow for certain improvements to be made on placed within the City-owned tract of land between the subject property and East 104 <sup>th</sup> Avenue right of way.
--------	-------------------	---

The agreements are presented as exhibits to separate resolutions for consideration, with City Council taking action on each. This memorandum focuses on CR-119, which is a request for approval of an SIA. It requires the developer to construct a public sanitary sewer main to the site to provide sanitary sewer service to the development. Currently, the site does not have access to a City sanitary sewer main. As part of the City’s Engineering Standards and Specifications, all development is required to tie into the City’s sanitary system. As a result, the developer is required to extend the sanitary sewer main to the site to provide access to both lots.

Additionally, as required through a separate development agreement between the City and the adjacent property (Cube Smart), the developer will be required to connect Cube Smart’s sanitary service line to the City’s sanitary system.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-119, a resolution that, if approved, would authorize a subdivision improvement agreement for the 104<sup>th</sup> and Irma Convenience Minor Subdivision Plat. Staff recommends approval of CR-119.

**BUDGET/TIME IMPLICATIONS**

There are no financial impacts to the City.

**STAFF REFERENCE**

If Council members have any questions they may contact Director of Planning and Development Brook Svoboda at 303.450.8937 or bsvoboda@northglenn.org.

**ATTACHMENTS**

1. Aerial vicinity map
2. 104<sup>th</sup> and Irma Convenience Minor Subdivision Plat
3. Irma Convenience Minor Site Plan
4. SIA Presentation

CR-119 – Subdivision Improvement Agreement for the 104<sup>th</sup> and Irma Convenience Minor  
 Subdivision Final Plat  
 Subdivision Improvement Agreement – Final Plat



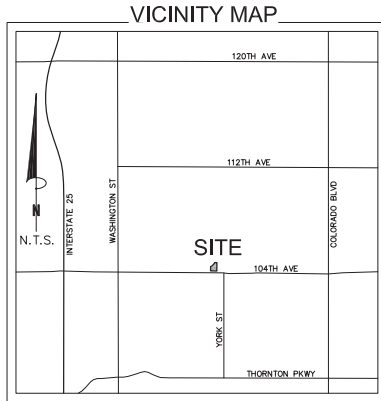
104TH AVE

THE CITY OF NORTHGLENN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY OR SUITABILITY OF THIS DATA. THE CITY OF NORTHGLENN DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION, AND THE USER FURTHER AGREES TO HOLD THE CITY OF NORTHGLENN HARMLESS FOR ANY LOSS, DAMAGE, OR INJURY ARISING OUT OF THE USE OF THE GIS MAP AND ANY OTHER RELATED DOCUMENTS.

# 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

Sheet 1 of 2



**NOTES:**

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, Clark Land Surveying, Inc. relied upon a Commitment for Title Insurance, prepared by Fidelity National Title, Commitment No. 100-N0023034-030-TH with an effective date of July 23, 2019.
- Basis of bearings is the West line of the property, monumented on the North end with a Found No. 4 Rebar with a 1" yellow plastic cap, PLS "6973", 0.3 feet below grade, and on the South end with a found No. 5 rebar, flush with grade, measured to bear N00°03'21"W, a distance of 212.50 feet.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMeTte published July 23, 2019, referencing Flood Insurance Rate Map, Map Number 08001C0314H effective date March 05, 2007, indicates this parcel of land is located in Zone X (Area of minimal flood hazard).
- The lineal units used in this drawing are U.S. Survey Feet.
- Parcel is subject to the plat of North Glenn Fourteenth Filing, recorded August 2, 1961 in Plat Book F11, Page 22.
- Parcel is subject to the terms, conditions, provisions, agreements and obligations contained in the Utility Agreement, recorded November 13, 1964 in Book 1191, Page 384. Addendum recorded February 25, 1974 in Book 1914, Page 936.
- Parcel is subject to the terms, conditions, provisions, agreements and obligations contained in the easement as set forth in Deed Recorded November 22, 1960 in Book 879, Page 440.

**LEGAL DESCRIPTION:**

Known all men by these presents that Charles W Ehmka, DBA Charlies Auto & Truck Sales, LLC being the owner of the real property of 20292 acres, more or less, described as follows:

BEGINNING at the Southwest corner of said Tract 43; Thence Northerly along the Westerly line of said Tract 43, a distance of 212.41 feet to a point on curve; Thence Northeasterly along the Northeasterly line of said Tract 43 on a curve to the left with radius of 310.00 feet and the long chord of said curve being deflected 58 degrees 54 minutes 48 seconds to the right, and arc distance of 338.01 feet to a point; Thence Easterly and parallel with the south line of said Tract 43, a distance of 75.09 feet to a point; Thence Southerly and perpendicular to the South line of said Tract 43, a distance of 379.14 feet to a point on the South line of said Tract 43; Thence Westerly along the South line of said Tract 43, a distance of 350.00 feet to the POINT OF BEGINNING.

containing 99,852 square feet, 2.292 acres, more or less

**OWNERSHIP AND DEDICATION CERTIFICATE:**

The undersigned certifies to and for the benefit of the City Council of Northglenn City, Colorado, that as of the date set forth below, we Charles W Ehmka, DBA Charlies Auto & Truck Sales, LLC being the owner of the land described above, have good right and full power to convey, encumber and subdivide same, and that the property is free and clear of all liens, encumbrances, easements and rights-of-way except the easements and rights-of-way depicted on this plat. In the event of a defect in said title which breaches the warranties in this certificate, the undersigned, jointly and severally, agree(s) to remedy such defect upon demand by Northglenn City, which remedy shall not be deemed exclusive.

A part of Tract 43, North Glenn-Fourteenth Filing, Adams County, Colorado, described as follows:

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, being the owners, mortgagees or lien holders of the land described above, have caused the land to be laid out and platted under the name of 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION and do hereby dedicate and grant to the public forever and in fee simple the roads and other public ways and lands shown hereon, and do hereby dedicate to Northglenn City, and appropriate utility companies and emergency assistance entities, the easements as shown hereon for the purposes stated in compliance with the City of Northglenn Subdivision Regulations and the landowners shall bear all expense involved in planning, design, and construction of all public improvements except to the extent expressly stated in any City-approved and recorded subdivision improvement agreement. Dedication shall be final upon adoption by the City Council accepting the property dedicated by this plat. Except as otherwise stated on this plat, there shall be no limitation or restriction upon the purpose or public use of property dedicated by this plat.

In Witness Whereof; we do hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_,

Charles W Ehmka, DBA Charlies Auto & Truck Sales, LLC

**NOTARIAL:**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS  
City of \_\_\_\_\_

The forgoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

**CITY APPROVAL CERTIFICATE:**

This is to hereby certify on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the City of Northglenn, Colorado, has approved this site plan for the development of 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION in conformance with the ordinances of the City of Northglenn.

By: \_\_\_\_\_  
Director, Planning and Development

\_\_\_\_\_  
Director, Public Works

**RECORDATION CERTIFICATE:**

STATE OF COLORADO }  
COUNTY OF ADAMS } SS

I hereby certify that this instrument was filed of record at my office at \_\_\_\_\_ o'clock \_\_\_\_M., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Reception No. \_\_\_\_\_, File \_\_\_\_\_, Map \_\_\_\_\_

By: \_\_\_\_\_  
Clerk and Recorder

**SURVEYOR'S STATEMENT:**

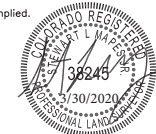
I, Stewart L. Mapes, Jr., do hereby certify that the survey of the boundary of 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION was made under my supervision and the accompanying plat accurately represents said survey.

The undersigned Colorado Registered Professional Land Surveyor does hereby state that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.  
Colorado Professional Land Surveyor No. 38248  
For and on behalf of Clark Land Surveying, Inc.

This survey plat is null and void without surveyor's original signature and seal.



No.	Description	By	Date
2	Added easement	DWC	03/30/2020
1	Address attorney comments	NJM	01/15/2020

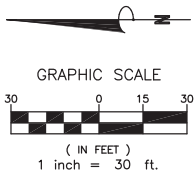
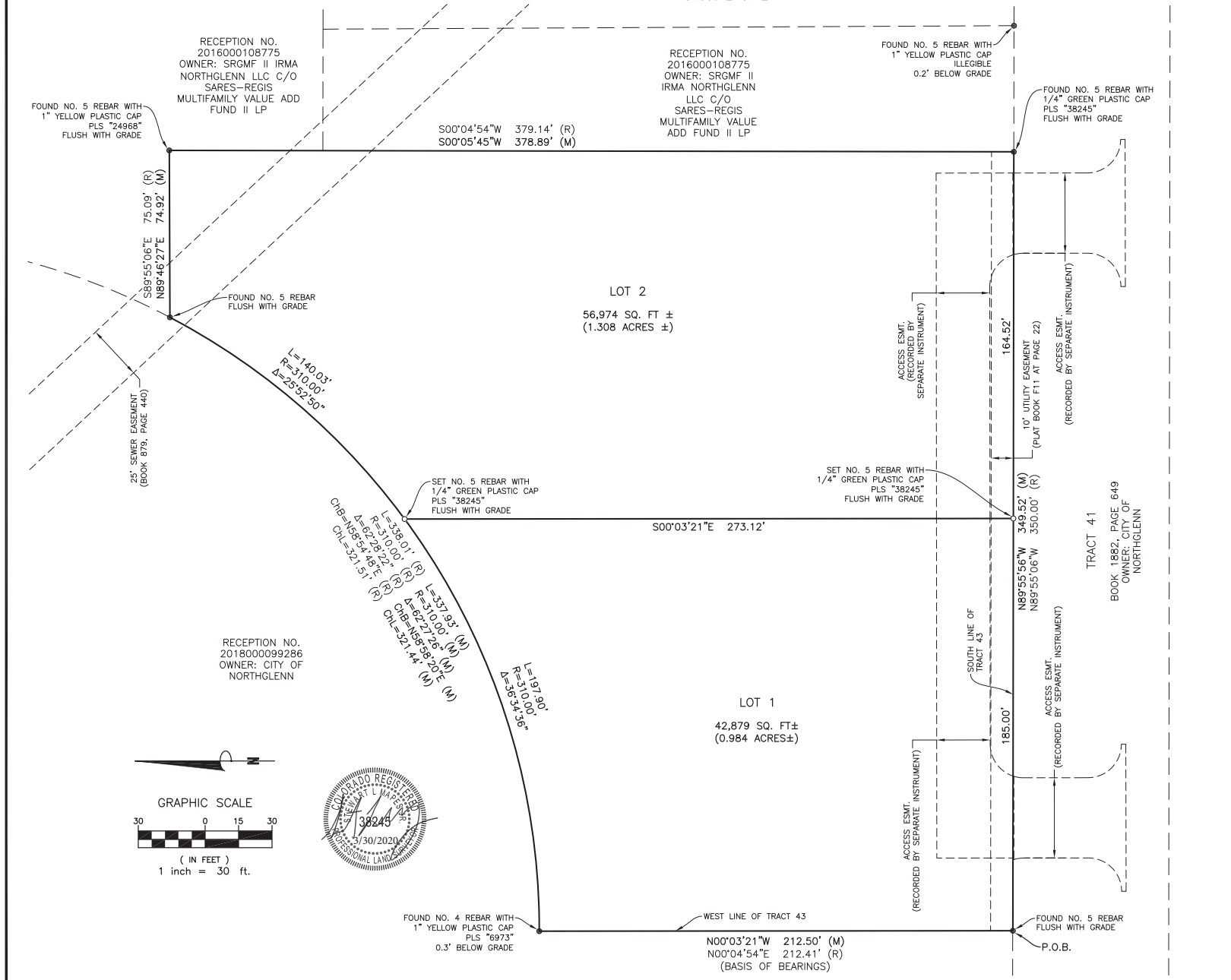
Notice: According to Colorado law you must return this plat to the surveyor within three years after you first discover such defect. In no event may the statute of limitations be commenced more than ten years from the date of the certification shown hereon.

104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
A PORTION OF THE SE 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
CITY OF NORTHGLENN, ADAMS COUNTY, STATE OF COLORADO  
Date: 12/09/2019  
Drawn By: NJM  
Checked By: SJM  
Project No: 190886  
Sheet 1 of 2

# 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

Sheet 2 of 2



No.	Revisions	Description	By	Date
2	Added easement		DWC	03/30/2020
1	Address attorney comments		NJM	01/15/2020

Notice: According to Colorado law you must examine the plat and the survey instrument for any defect in this survey within three years after you first discover such defect. In no event may the statute of limitations be tolled or extended by any agreement. Any claim for damages may be commenced more than ten years from the date of the certification shown herein.

104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
A PORTION OF THE SE 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
CITY OF NORTHGLENN, ADAMS COUNTY, STATE OF COLORADO  
Project: 190886  
Drawn By: NJM  
Checked By: SLM  
Date: 12/09/2019  
Sheet 1 of 2

104TH AVENUE  
(PUBLIC R.O.W. WIDTH VARIES)

**IRMA CONVENIENCE**  
 MINOR SITE PLAN  
 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
 A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
 2205 E. 104th AVENUE



VICINITY MAP  
 1" = 1,000'

**LEGAL DESCRIPTION**

LOT 1, EHMKA SUBDIVISION, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

**OWNER'S CERTIFICATE**

IN TESTIMONY WHEREOF, THE CHARLIE'S AUTO AND TRUCK SALES HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHARLIE EHMKA, ITS PRESIDENT THEREUNTO AUTHORIZED, ATTESTED BY ITS SECRETARY (OR AUTHORIZED TRUST OFFICER), \_\_\_\_\_ AND ITS COMMON SEAL HEREUNTO AFFIXED BY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
 CHARLIE EHMKA  
 CHARLIE'S AUTO AND TRUCK SALES  
 PRESIDENT

ATTEST:  
 BY: \_\_\_\_\_  
 (NAME OF SECRETARY OR AUTHORIZED TRUST OFFICER)  
 (TITLE)

(AFFIX CORPORATE SEAL)

**CITY APPROVAL CERTIFICATE**

THIS IS TO HEREBY CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ THE CITY OF NORTHGLENN, COLORADO, HAS APPROVED THIS SITE PLAN FOR THE DEVELOPMENT OF \_\_\_\_\_ IRMA CONVENIENCE \_\_\_\_\_ IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF NORTHGLENN.

BY: \_\_\_\_\_  
 DIRECTOR, PLANNING AND DEVELOPMENT

BY: \_\_\_\_\_  
 DIRECTOR, PUBLIC WORKS

**NOTE:**

1. SIGNAGE IS NOT REVIEWED AS PART OF THIS SITE PLAN APPROVAL. ALL SIGNAGE REQUIRES A SEPARATE REVIEW IN ACCORDANCE WITH THE REQUIREMENTS OF THE SIGN CODE.

**PROJECT BENCHMARK:**

NGS MONUMENT KK1403. ELEVATION: 5286.40 (NAVD 88)

TBM: TOP WESTERLY FLANGE BOLT OF FIRE HYDRANT ALONG SOUTH PROPERTY LINE. ELEVATION: 5247.57 (NAVD 88)

**PROJECT BASIS OF BEARING:**

WEST LINE OF THE PROPERTY, MONUMENTED ON THE NORTH END WITH A FOUND #4 REBAR WITH A YELLOW PLASTIC CAP, PL#8 6973, 0.3 FEET BELOW GRADE, AND ON THE SOUTH END WITH A FOUND #6 REBAR, FLUSH WITH GRADE, MEASURED TO BEAR NORTH 00°02'21" WEST.

**SHEET INDEX**

- 1 COVER SHEET
- 2 SITE PLAN
- 3 UTILITY PLAN
- 4 GRADING PLAN
- 5 LANDSCAPE PLAN
- 6 PHOTOMETRIC PLAN
- 7 PHOTOMETRIC DETAILS
- 8 BUILDING ELEVATIONS

ZONING		IN, INDUSTRIAL
SITE ACREAGE		42,910.56 SQ. FT.
COVERAGE	BUILDING	3,521.87 SQ. FT.
	PARKING	21,651.40 SQ. FT.
	LANDSCAPING IMPERVIOUS	15,543.30 SQ. FT.
		63.78%
PARKING SPACES	REQUIRED	11
	PROVIDED	14
Automotive Fuel Sales Min. Parking Requirements:		2
		BICYCLE
Automotive Fuel Sales Min. Parking Requirements:		1 space per 350 sq. ft., fuel pump spaces and any parking spaces under the canopy shall not count toward meeting the minimum required parking
Automotive Fuel Sales Max. Parking Requirements:		Up to 25% additional parking space allowance. Calculation: Max. Spaces = round(1.25 * 11 (Min. Spaces)) = 14 Total Spaces
SETBACKS	FRONT REQUIRED	40 FEET
	FRONT PROVIDED	45.50 FEET
	SIDE REQUIRED	15 FEET
	SIDE PROVIDED	30.27 FEET
	REAR REQUIRED	15 FEET
	REAR PROVIDED	27.63 FEET
	CANOPY REQUIRED	15 FEET
CANOPY PROVIDED	53 FEET	
BUILDING HEIGHT	MAXIMUM ALLOWED	65 FEET
	PROPOSED	24 FEET

**OWNER:**  
 CHARLIE'S AUTO AND TRUCK SALES  
 14640 COLORADO BOULEVARD  
 BRIGHTON, CO 80602  
 (303) 520-4235  
 CHARLIE EHMKA

**DEVELOPER:**  
 CREIGHTON COMMERCIAL DEVELOPMENT  
 900 SW PINE ISLAND ROAD, SUITE 202  
 CAPE CORAL, FLORIDA 33991  
 (239) 210-0455  
 CHUCK PRINCE

**ARCHITECT:**  
 THE DIMENSION GROUP  
 5600 S. QUEBEC STREET  
 SUITE 325C  
 GREENWOOD VILLAGE, COLORADO 80111  
 (720) 536-3180  
 STAYTON R. WOOD, AIA

**CIVIL ENGINEER:**  
 THE DIMENSION GROUP  
 5600 S. QUEBEC STREET  
 SUITE 325C  
 GREENWOOD VILLAGE, COLORADO 80111  
 (720) 536-3180  
 CHAD A. WHEELER, PE

**LANDSCAPE ARCHITECT:**  
 EVERGREEN DESIGN GROUP, INC.  
 1755 TELSTAR DR., SUITE 300  
 COLORADO SPRINGS, COLORADO 80920  
 (800) 680-6630  
 CHRIS ROSE, PLA

**SURVEYOR:**  
 CLARK LAND SURVEYING, INC.  
 177 S. TIFFANY DRIVE, UNIT 1  
 PUEBLO, COLORADO 81007  
 (719) 582-1270  
 STEWART MAPES, PLS

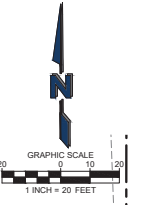
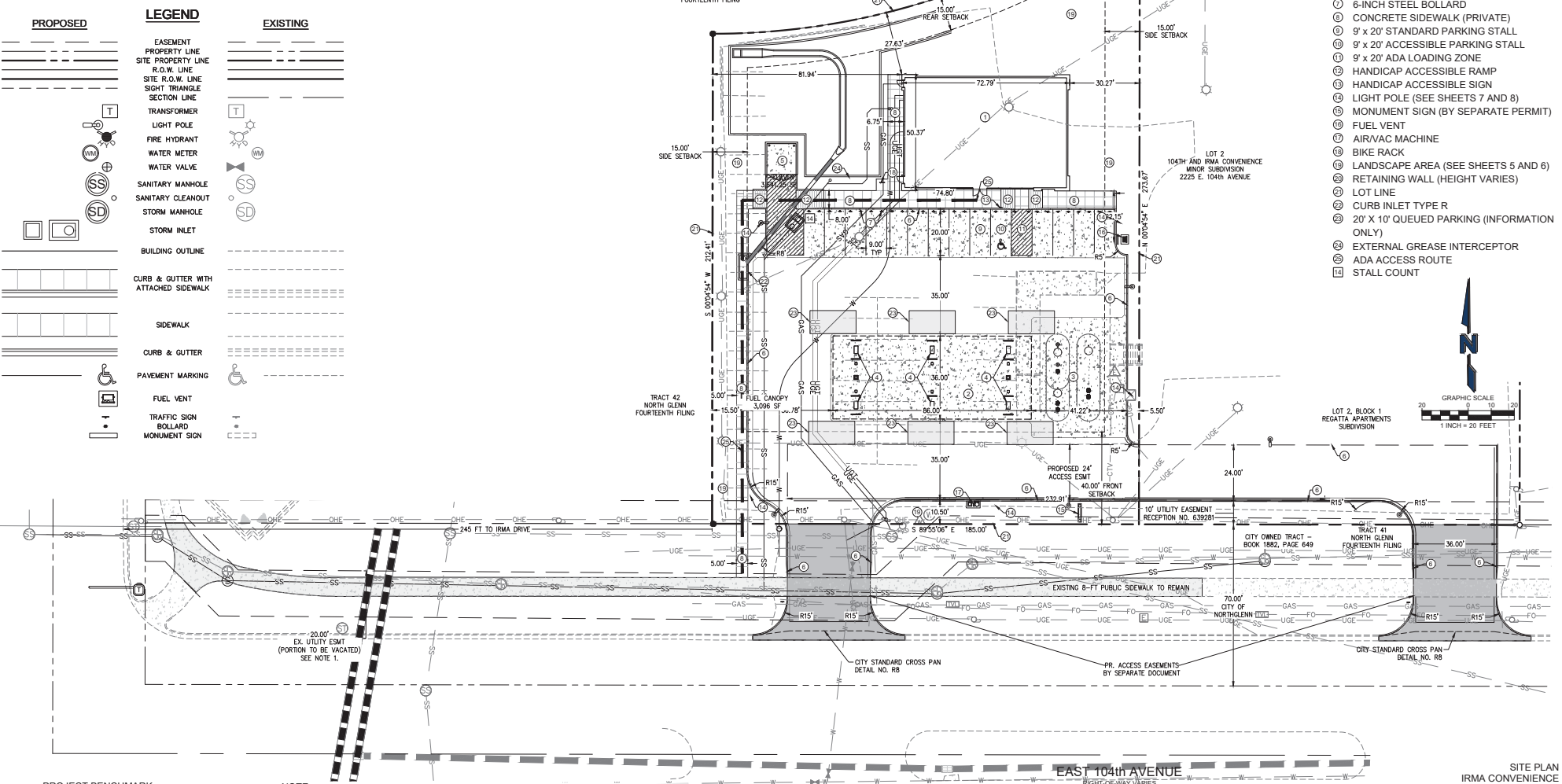
COVER SHEET  
 IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION  
 July 21, 2020  
 SHEET 1 OF 8



**IRMA CONVENIENCE**  
 MINOR SITE PLAN  
 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
 A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
 2205 E. 104th AVENUE  
 TRACT 205 NORTH GLENN  
 FOURTEENTH FILING

PROPOSED	LEGEND	EXISTING
	EASEMENT	
	PROPERTY LINE	
	SITE PROPERTY LINE	
	R.O.W. LINE	
	SITE R.O.W. LINE	
	SIGHT TRIANGLE	
	SECTION LINE	
	TRANSFORMER	
	LIGHT POLE	
	FIRE HYDRANT	
	WATER METER	
	WATER VALVE	
	SANITARY MANHOLE	
	SANITARY CLEANOUT	
	STORM MANHOLE	
	STORM INLET	
	BUILDING OUTLINE	
	CURB & GUTTER WITH ATTACHED SIDEWALK	
	SIDEWALK	
	CURB & GUTTER	
	PAVEMENT MARKING	
	FUEL VENT	
	TRAFFIC SIGN	
	BOLLARD	
	MONUMENT SIGN	

- NOTES**
- ① CONVENIENCE STORE (SEE SHEET 9)
  - ② GASOLINE CANOPY (SEE SHEET 9)
  - ③ UNDERGROUND FUEL STORAGE TANKS
  - ④ FUEL PUMP
  - ⑤ TRASH ENCLOSURE
  - ⑥ CONCRETE CURB AND GUTTER
  - ⑦ 6-INCH STEEL BOLLARD
  - ⑧ CONCRETE SIDEWALK (PRIVATE)
  - ⑨ 9' x 20' STANDARD PARKING STALL
  - ⑩ 9' x 20' ACCESSIBLE PARKING STALL
  - ⑪ 9' x 20' ADA LOADING ZONE
  - ⑫ HANDICAP ACCESSIBLE RAMP
  - ⑬ HANDICAP ACCESSIBLE SIGN
  - ⑭ LIGHT POLE (SEE SHEETS 7 AND 8)
  - ⑮ MONUMENT SIGN (BY SEPARATE PERMIT)
  - ⑯ FUEL VENT
  - ⑰ AIR/VAC MACHINE
  - ⑱ BIKE RACK
  - ⑲ LANDSCAPE AREA (SEE SHEETS 5 AND 6)
  - ⑳ RETAINING WALL (HEIGHT VARIES)
  - ㉑ LOT LINE
  - ㉒ CURB INLET TYPE R
  - ㉓ 20' X 10' QUEUED PARKING (INFORMATION ONLY)
  - ㉔ EXTERNAL GREASE INTERCEPTOR
  - ㉕ ADA ACCESS ROUTE
  - ㉖ STALL COUNT



**PROJECT BENCHMARK:**  
 NGS MONUMENT KK1403. ELEVATION: 5286.40 (NAVD 88)  
 TBM: TOP WESTERLY FLANGE BOLT OF FIRE HYDRANT ALONG SOUTH PROPERTY LINE. ELEVATION: 5247.57 (NAVD 88)

**NOTE:**  
 1. RECORDED NOVEMBER 13, 1964 IN BOOK 1191 PAGE 384, ADDENDUM RECORDED FEBRUARY 25, 1974 IN BOOK 1914 PAGE 936.

**PROJECT BASIS OF BEARING:**  
 WEST LINE OF THE PROPERTY, MONUMENTED ON THE NORTH END WITH A FOUND #4 REBAR WITH A YELLOW PLASTIC CAP. PLS# 6973, 0.3 FEET BELOW GRADE, AND ON THE SOUTH END WITH A FOUND #6 REBAR, FLUSH WITH GRADE, MEASURED TO BEAR NORTH 00°32'1" WEST.

RECORDED NOVEMBER 13, 1964  
 BOOK 1191 PAGE 384  
 ADDENDUM RECORDED FEBRUARY 25, 1974  
 BOOK 1914 PAGE 936

**EAST 104th AVENUE**  
 RIGHT-OF-WAY VARIES

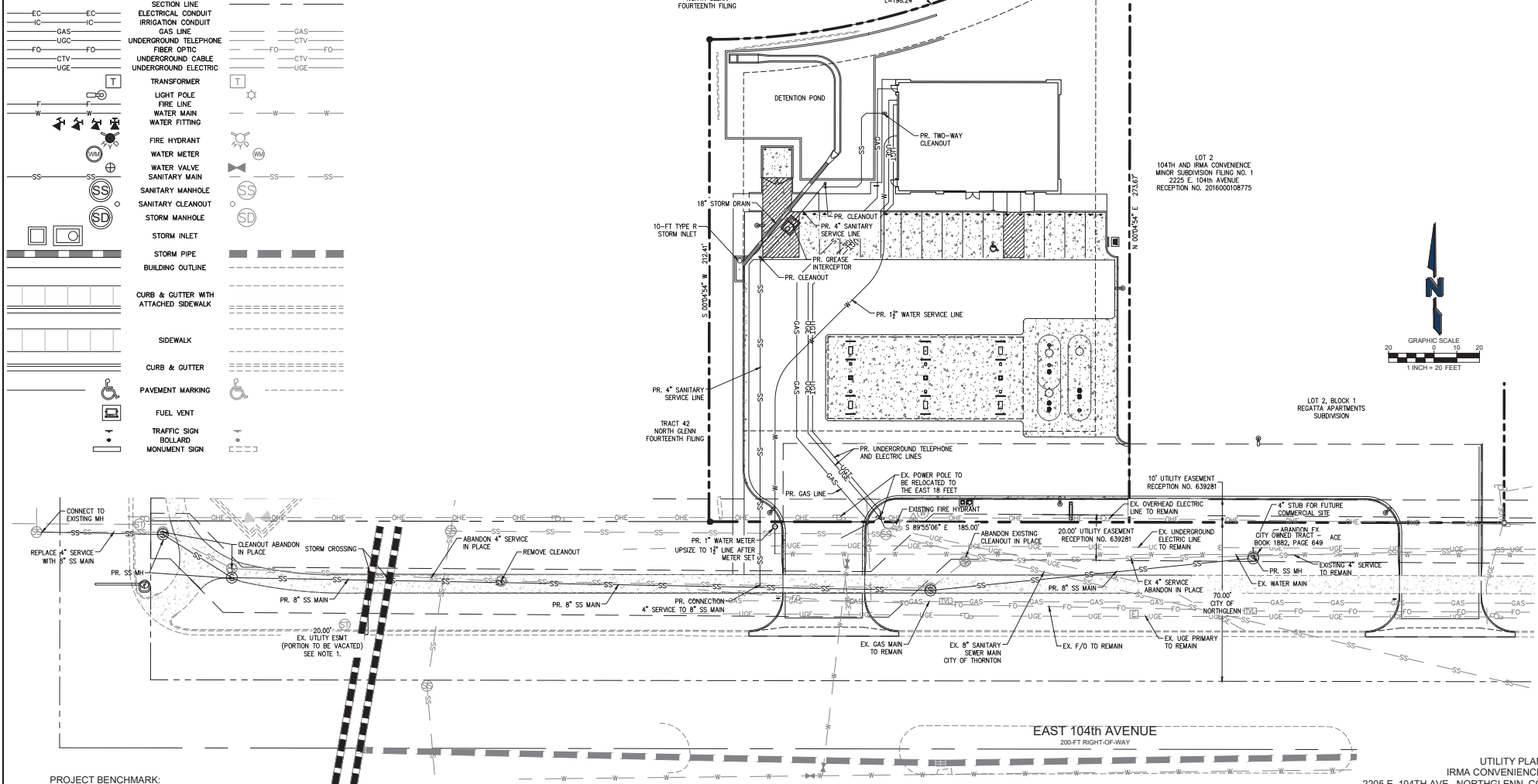
SITE PLAN  
 IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION  
 July 21, 2020  
 SHEET 2 OF 8



## IRMA CONVENIENCE MINOR SITE PLAN

104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
2205 E. 104th AVENUE  
TRACT 205 E. 104th AVENUE  
NORTH GLENN  
FOURTEENTH FILING

PROPOSED	LEGEND	EXISTING
---	EASEMENT	---
---	PROPERTY LINE	---
---	SITE PROPERTY LINE	---
---	R.O.W. LINE	---
---	SITE R.O.W. LINE	---
---	SIGHT TRIANGLE	---
---	SECTION LINE	---
EC	ELECTRICAL CONDUIT	EC
IC	IRRIGATION CONDUIT	IC
GAS	GAS LINE	GAS
UGC	UNDERGROUND TELEPHONE	UGC
FO	FIBER OPTIC	FO
CTV	UNDERGROUND CABLE	CTV
UGE	UNDERGROUND ELECTRIC	UGE
T	TRANSFORMER	T
W	LIGHT POLE	W
W	FIRE LINE	W
W	WATER MAIN	W
W	WATER FITTING	W
WM	FIRE HYDRANT	WM
W	WATER METER	W
SS	WATER VALVE	SS
SS	SANITARY MAIN	SS
SS	SANITARY MANHOLE	SS
SS	SANITARY CLEANOUT	SS
SD	STORM MANHOLE	SD
SD	STORM INLET	SD
SD	STORM PIPE	SD
SD	BUILDING OUTLINE	SD
---	CURB & GUTTER WITH ATTACHED SIDEWALK	---
---	SIDEWALK	---
---	CURB & GUTTER	---
P	PAVEMENT MARKING	P
V	FUEL VENT	V
T	TRAFFIC SIGN	T
B	BOLLARD	B
M	MONUMENT SIGN	M



**PROJECT BENCHMARK:**  
NGS MONUMENT KK1403. ELEVATION: 5286.40 (NAVD 88)  
TBM. TOP WESTERLY FLANGE BOLT OF FIRE HYDRANT ALONG SOUTH PROPERTY LINE. ELEVATION: 5247.57 (NAVD 88)

**PROJECT BASIS OF BEARING:**  
WEST LINE OF THE PROPERTY, MONUMENTED ON THE NORTH END WITH A FOUND #4 REBAR WITH A YELLOW PLASTIC CAP. PLS# 6973, 0.3 FEET BELOW GRADE, AND ON THE SOUTH END WITH A FOUND #5 REBAR, FLESH WITH GRADE, MEASURED TO BEAR NORTH 00°03'21" WEST.

**NOTE:**  
1. RECORDED NOVEMBER 13, 1964 IN BOOK 1191 PAGE 304, ADDENDUM  
RECORDED FEBRUARY 25, 1974 IN BOOK 1914 PAGE 936.

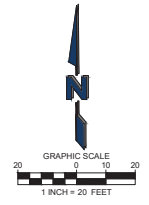
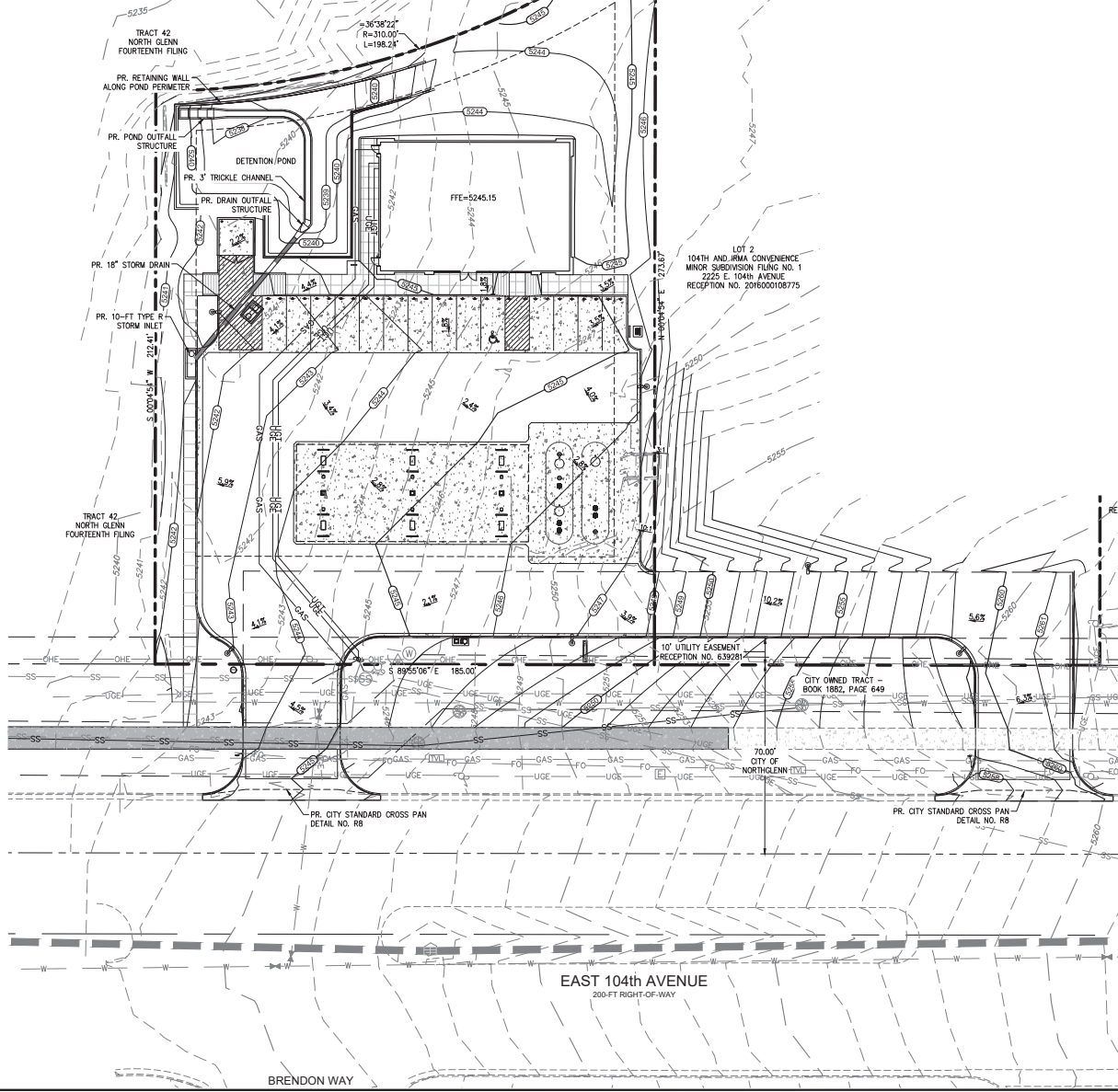
UTILITY PLAN  
IRMA CONVENIENCE  
2205 E. 104TH AVE., NORTHGLENN, CO  
LOT 1, 104TH & IRMA CONVENIENCE  
MINOR SUBDIVISION  
July 21, 2020  
SHEET 3 OF 8





**IRMA CONVENIENCE**  
 MINOR SITE PLAN  
 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
 A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11  
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
 2205 E. 104th AVENUE

PROPOSED	LEGEND	EXISTING
	EASEMENT PROPERTY LINE	
	SITE PROPERTY LINE	
	R.O.W. LINE	
	SIGHT TRIANGLE	
	SECTION LINE	
	ELECTRICAL CONDUIT	
	IRRIGATION CONDUIT	
	GAS LINE	
	UNDERGROUND TELEPHONE	
	FIBER OPTIC	
	UNDERGROUND CABLE	
	UNDERGROUND ELECTRIC	
	TRANSFORMER	
	LIGHT POLE	
	FIRE LINE	
	WATER MAIN	
	WATER FITTING	
	FIRE HYDRANT	
	WATER METER	
	WATER VALVE	
	SANITARY MAIN	
	SANITARY MANHOLE	
	SANITARY CLEANOUT	
	STORM MANHOLE	
	STORM INLET	
	STORM PIPE	
	BUILDING OUTLINE	
	CURB & GUTTER WITH ATTACHED SIDEWALK	
	SIDEWALK	
	CURB & GUTTER	
	PAVEMENT MARKING	
	FUEL VENT	
	TRAFFIC SIGN	
	BOLLARD	
	MONUMENT SIGN	



**NOTE:**  
 1. RECORDED NOVEMBER 13, 1964 IN BOOK 1191 PAGE 384. ADDENDUM RECORDED FEBRUARY 25, 1974 IN BOOK 1914 PAGE 936.

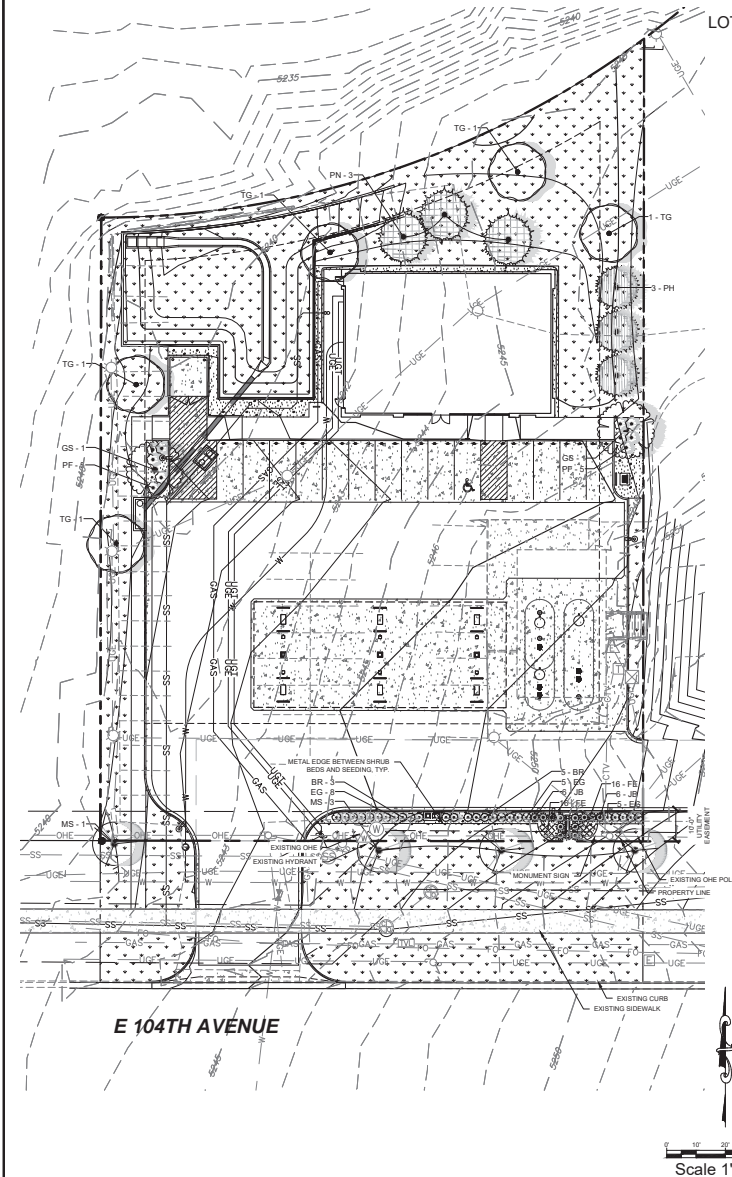
**PROJECT BENCHMARK:**  
 NGS MONUMENT KK1403. ELEVATION: 5286.40 (NAVD 88)  
 TBM. TOP WESTERLY FLANGE BOLT OF FIRE HYDRANT ALONG SOUTH PROPERTY LINE. ELEVATION: 5247.57 (NAVD 88)

**PROJECT BASIS OF BEARING:**  
 WEST LINE OF THE PROPERTY, MONUMENTED ON THE NORTH END WITH A FOUND #4 REBAR WITH A YELLOW PLASTIC CAP. PLS# 6973, 0.3 FEET BELOW GRADE, AND ON THE SOUTH END WITH A FOUND #6 REBAR, FLESH WITH GRADE, MEASURED TO BEAR NORTH 00°32'1" WEST.

GRADING PLAN  
 IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION  
 July 21, 2020  
 SHEET 4 OF 8



## IRMA CONVENIENCE MINOR SITE PLAN LOT 1, 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION FILING NO. 1 2205 E. 104th AVENUE NORTHGLENN, CO 80233



### PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	CAL.	SIZE
	GS	2	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' TM SHADEMASTER LOCUST	CONT.	1.5' CAL MIN	
	MS	4	MALUS X 'SPRING SNOW' SPRING SNOW CRAB APPLE	CONT.	1.5' CAL MIN	
	PH	3	PICEA PUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	CONT.	6' HT MIN	
	PN	3	PINUS INGRA AUSTRAN BLACK PINE	CONT.	6' HT MIN	
	TG	5	TILIA CORDATA 'GLENLEVEN' GLENLEVEN LITTLELEAF LINDEN	CONT.	1.5' CAL MIN	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	SIZE
	BR	8	BERBERIS THUNBERGII 'ROSE GLOW' ROSY GLOW BARBERRY	5 GAL	3' OC	
	EG	18	EUONYMUS FORTUNEI 'GOLDEN PRINCE' TM GOLDEN PRINCE EUONYMUS	5 GAL	3' OC	
	JB	12	JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER	5 GAL		
	PF	10	POTENTILLA FRUTICOSA BUSH CINQUEFOIL	5 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT.		
	FE	32	FESTUCA GLAUCA 'ELLIAH BLUE' ELLIAH BLUE FESCUE	1 GAL		
			RIVER ROCK RIVER ROCK MULCH OVER WEED FILTER FABRIC 2" DIA. MULTI-COLOR RIVER ROCK COBBLE			
SOD/SEED	CODE	QTY	BOTANICAL / COMMON NAME	CONT.		
	BL	19,046 SF	BUCHLOE DACTYLOIDES 'LEGACY' LEGACY BUFFALO GRASS WATER CONSERVING, WARM SEASON	SEED		

### GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH AS INDICATED ON THE GRADING PLANS).
  - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
  - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE RESGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
  - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
  - AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 3" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
  - AFTER INSTALLING SOIL AMENDMENTS IN SHRUB AREAS, AND IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, ENSURE THAT THE FINISH GRADE IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES IS 3" BELOW FINISH GRADE, TAPERING TO MEET FINISH GRADE AT APPROXIMATELY 18" AWAY FROM THE SURFACE.
  - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES, PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER, PATTERNS) SHALL TAKE PRECEDENCE.
  - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
  - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOB SITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

### LANDSCAPE CALCULATIONS

TOTAL SITE AREA: 42,684 SF  
 LANDSCAPE AREA REQUIRED: 8,539 SF (20% OF AREA)  
 LANDSCAPE AREA PROVIDED: 15,180 SF (35% OF SITE AREA)

**SECTION 11-4.7 LANDSCAPE, SCREENING, AND FENCING**  
 STREET TREES REQUIRED (1 PER 50 LF): 4 (195 LF / 50 = 3.7)  
 STREET TREES PROVIDED: 4

ADDITIONAL SHRUBS & GROUND COVER PROVIDED PER CITY COMMENTS

SITE TREES REQUIRED (1 PER 500 SF): 18 (8,539 / 500 = 17.08)  
 SITE TREES PROVIDED: 18

**SECTION 11-4.7 PARKING AREA LANDSCAPING**  
 TREES REQUIRED (1 PER 12 SPACES): 2 (14 SPACES) AT ROW ENDS  
 TREES PROVIDED: 2 AT ROW ENDS  
 SHRUBS / GRASSES REQUIRED (5 PER TREE): 10  
 SHRUBS / GRASSES PROVIDED: 10

\* ORNAMENTAL STREET TREES PROPOSED UNDER EXISTING OVERHEAD ONE, STREET TREES PROPOSED OUTSIDE PROPERTY LINE DUE TO EXISTING 10' UTILITY EASEMENT.

### ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

### MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF RIVER ROCK MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

### PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION FILING NO. 1  
 July 15, 2020  
 SHEET 5 OF 8



**NOTE:**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE DESIGNER DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT ALL APPROPRIATE UTILITY COMPANIES AT LEAST 12 HOURS BEFORE ANY EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXACT MATERIALS, LOCATIONS, ELEVATIONS, ETC. AND THEIR POTENTIAL CONFLICT WITH PROPOSED IMPROVEMENTS. GC SHALL CONSULT WITH CONSTRUCTION MANAGER AND ENGINEER AS APPROPRIATE BEFORE PROCEEDING WITH WORK.

## IRMA CONVENIENCE MINOR SITE PLAN LOT 1, 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION FILING NO. 1 2205 E. 104th AVENUE NORTHGLENN, CO 80233

Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number	BUS Rating
■	18	CPY-FLAT-B	SINGLE	1.000	10800	56	CPY250-B-DM-F-B-UL-WH-57K-HZ	80-100-G1
■	4	CPY-FLAT-C	SINGLE	1.000	4500	31	CPY250-B-DM-F-C-UL-WH-57K-HZ	80-100-G1
○	2	XSPGL-2ME-BLS	SINGLE	1.000	18300	184	XSPG-D-HT-2ME-24L-57K-UL-BZ-N-W-XA-SP2BLS	80-100-G2
○	1	XSPGL-3ME-BLS	SINGLE	1.000	16900	184	XSPG-D-HT-3ME-24L-57K-UL-BZ-N-W-XA-SP2BLS	80-100-G2
○	3	XSPGL-4ME-BLS	SINGLE	1.000	17400	184	XSPG-D-HT-4ME-24L-57K-UL-BZ-N-W-XA-SP2BLS	80-100-G2
■	12	XSPW	WALL MOUNT	1.000	4270	31	XSPW-B-WM-3ME-4L-57K-UL-BZ	81-100-G1

Calculation Summary: 1.00 LLF						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Canopy	Fc	43.10	55	29	1.49	1.90
PAVEMENT	Fc	6.31	29.5	1.0	6.31	29.50
PROPERTY LINE	Fc	0.94	8.1	0.0	N.A.	N.A.
SITE	Fc	1.02	26.7	0.0	N.A.	N.A.

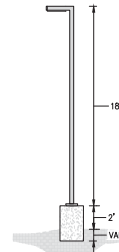
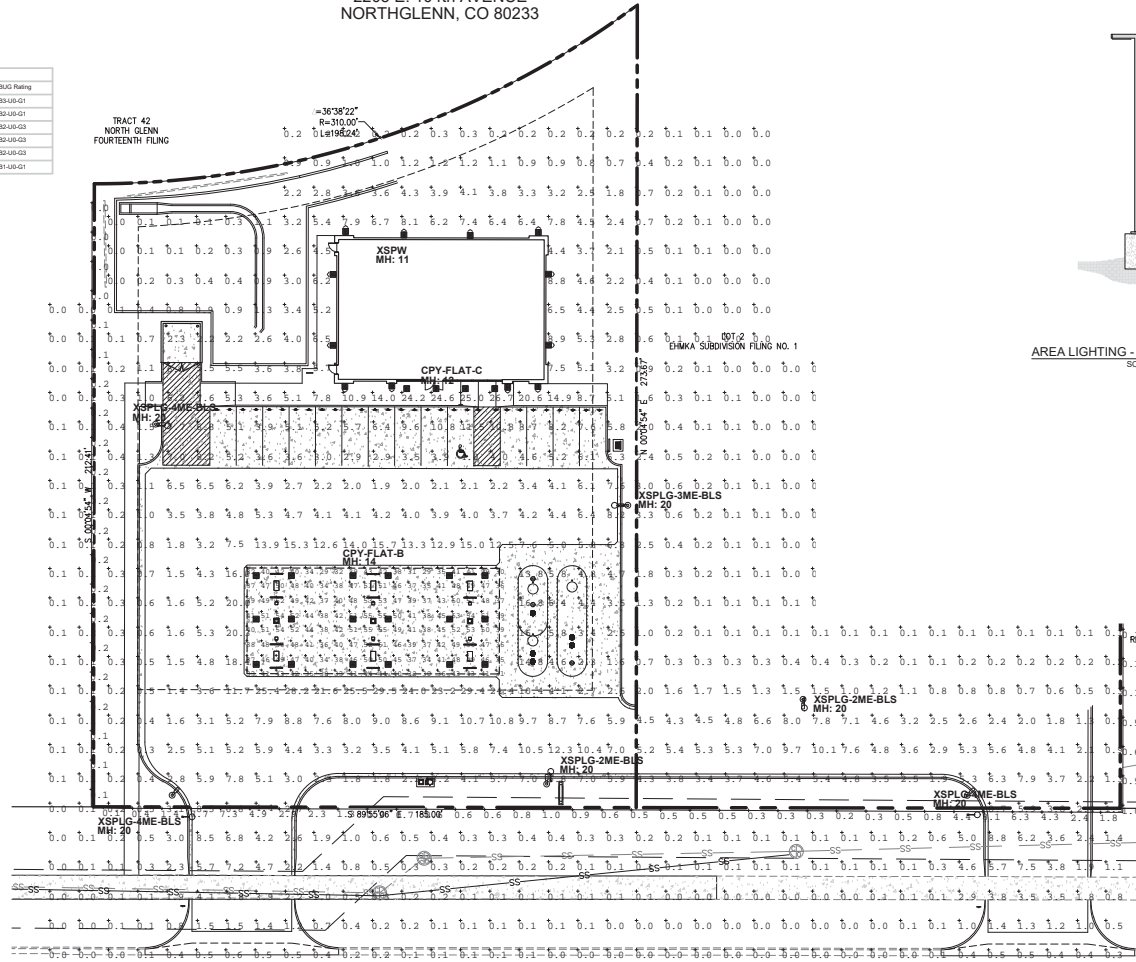
FIXTURE MOUNTING HEIGHTS AS SHOWN  
18' POLES MOUNTED ON Z BASE

ADDITIONAL EQUIPMENT REQUIRED:  
(B) SSS-4-11-17-CW-6S-OT-N-BZ (17" x 4" x 12" STEEL SQUARE POLE, TENON MOUNT)  
(C) PD-1H4BZ SINGLE HORIZONTAL TENON  
(D) XA-SP2BLS (BACK LIGHT SHIELD)

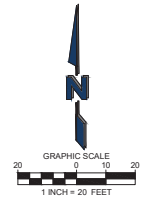
PROPOSED POES MEET 140MPH SUSTAINED WIND LOADS  
\*\*\* CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER \*\*\*

**BOM: Complete Part Description**

- 18-CPY250-B-DM-F-B-UL-WH-57K-HZ
- 4-CPY250-B-DM-F-C-UL-WH-57K-HZ
- 2-XSPGL-D-HT-2ME-24L-57K-UL-BZ-N
- 1-XSPGL-D-HT-3ME-24L-57K-UL-BZ-N
- 3-XSPGL-D-HT-4ME-24L-57K-UL-BZ-N
- 12-XSPW-B-WM-3ME-4L-57K-UL-BZ
- 6-SSS-4-11-17-CW-6S-OT-N-BZ
- 6-PD-1H4BZ
- (8) XA-SP2BLS



AREA LIGHTING - SINGLE TENON POLE  
SCALE: 1/8"



**PROJECT BENCHMARK:**

NGS MONUMENT KK1403. ELEVATION: 5286.40 (NAVD 88)  
TBM. TOP WESTERLY FLANGE BOLT OF FIRE HYDRANT ALONG SOUTH PROPERTY LINE. ELEVATION: 5247.57 (NAVD 88)

**PROJECT BASIS OF BEARING:**

WEST LINE OF THE PROPERTY, MONUMENTED ON THE NORTH END WITH A FOUND #4 REBAR WITH A YELLOW PLASTIC CAP. PLS# 6973, 0.3 FEET BELOW GRADE, AND ON THE SOUTH END WITH A FOUND #6 REBAR, FLUSH WITH GRADE, MEASURED TO BEAR NORTH 00°32'1" WEST.

EAST 104th AVENUE  
200-FT RIGHT-OF-WAY

BRENDON WAY

PHOTOMETRIC PLAN  
IRMA CONVENIENCE  
2205 E. 104TH AVE., NORTHGLENN, CO  
LOT 1, 104th & IRMA CONVENIENCE  
MINOR SUBDIVISION FILING NO. 1  
July 14, 2020  
SHEET 6 OF 8



IRMA CONVENIENCE  
 MINOR SITE PLAN  
 LOT 1, 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION FILING NO. 1  
 2205 E. 104th AVENUE  
 NORTHGLENN, CO 80233

Attachment 3

**CPY Series - Version B**

Beam Spread	Beam Diameter (ft)	Beam Area (sq ft)	Beam Volume (cu ft)	Beam Length (ft)	Beam Diameter (in)	Beam Area (sq in)	Beam Volume (cu in)	Beam Length (in)
10°	1.0	0.087	0.0009	1.0	12.0	144	1728	12.0
15°	1.5	0.196	0.0027	1.5	18.0	324	4320	18.0
20°	2.0	0.351	0.0050	2.0	24.0	576	7680	24.0
25°	2.5	0.510	0.0075	2.5	30.0	900	11700	30.0
30°	3.0	0.675	0.0101	3.0	36.0	1296	16128	36.0
35°	3.5	0.846	0.0129	3.5	42.0	1764	21168	42.0
40°	4.0	1.024	0.0158	4.0	48.0	2304	27456	48.0
45°	4.5	1.209	0.0188	4.5	54.0	2916	35172	54.0
50°	5.0	1.401	0.0219	5.0	60.0	3600	44000	60.0
55°	5.5	1.600	0.0251	5.5	66.0	4356	54066	66.0
60°	6.0	1.807	0.0284	6.0	72.0	5184	65376	72.0
65°	6.5	2.023	0.0318	6.5	78.0	6084	78018	78.0
70°	7.0	2.248	0.0354	7.0	84.0	7056	92112	84.0
75°	7.5	2.483	0.0391	7.5	90.0	8100	107730	90.0
80°	8.0	2.728	0.0429	8.0	96.0	9216	124992	96.0
85°	8.5	2.983	0.0468	8.5	102.0	10404	143922	102.0
90°	9.0	3.248	0.0508	9.0	108.0	11664	164568	108.0

CPY250

**XSP Series**

Beam Spread	Beam Diameter (ft)	Beam Area (sq ft)	Beam Volume (cu ft)	Beam Length (ft)	Beam Diameter (in)	Beam Area (sq in)	Beam Volume (cu in)	Beam Length (in)
10°	1.0	0.087	0.0009	1.0	12.0	144	1728	12.0
15°	1.5	0.196	0.0027	1.5	18.0	324	4320	18.0
20°	2.0	0.351	0.0050	2.0	24.0	576	7680	24.0
25°	2.5	0.510	0.0075	2.5	30.0	900	11700	30.0
30°	3.0	0.675	0.0101	3.0	36.0	1296	16128	36.0
35°	3.5	0.846	0.0129	3.5	42.0	1764	21168	42.0
40°	4.0	1.024	0.0158	4.0	48.0	2304	27456	48.0
45°	4.5	1.209	0.0188	4.5	54.0	2916	35172	54.0
50°	5.0	1.401	0.0219	5.0	60.0	3600	44000	60.0
55°	5.5	1.600	0.0251	5.5	66.0	4356	54066	66.0
60°	6.0	1.807	0.0284	6.0	72.0	5184	65376	72.0
65°	6.5	2.023	0.0318	6.5	78.0	6084	78018	78.0
70°	7.0	2.248	0.0354	7.0	84.0	7056	92112	84.0
75°	7.5	2.483	0.0391	7.5	90.0	8100	107730	90.0
80°	8.0	2.728	0.0429	8.0	96.0	9216	124992	96.0
85°	8.5	2.983	0.0468	8.5	102.0	10404	143922	102.0
90°	9.0	3.248	0.0508	9.0	108.0	11664	164568	108.0

XSPW

**CREE + LIGHTING**

**XSP Series**

Beam Spread	Beam Diameter (ft)	Beam Area (sq ft)	Beam Volume (cu ft)	Beam Length (ft)	Beam Diameter (in)	Beam Area (sq in)	Beam Volume (cu in)	Beam Length (in)
10°	1.0	0.087	0.0009	1.0	12.0	144	1728	12.0
15°	1.5	0.196	0.0027	1.5	18.0	324	4320	18.0
20°	2.0	0.351	0.0050	2.0	24.0	576	7680	24.0
25°	2.5	0.510	0.0075	2.5	30.0	900	11700	30.0
30°	3.0	0.675	0.0101	3.0	36.0	1296	16128	36.0
35°	3.5	0.846	0.0129	3.5	42.0	1764	21168	42.0
40°	4.0	1.024	0.0158	4.0	48.0	2304	27456	48.0
45°	4.5	1.209	0.0188	4.5	54.0	2916	35172	54.0
50°	5.0	1.401	0.0219	5.0	60.0	3600	44000	60.0
55°	5.5	1.600	0.0251	5.5	66.0	4356	54066	66.0
60°	6.0	1.807	0.0284	6.0	72.0	5184	65376	72.0
65°	6.5	2.023	0.0318	6.5	78.0	6084	78018	78.0
70°	7.0	2.248	0.0354	7.0	84.0	7056	92112	84.0
75°	7.5	2.483	0.0391	7.5	90.0	8100	107730	90.0
80°	8.0	2.728	0.0429	8.0	96.0	9216	124992	96.0
85°	8.5	2.983	0.0468	8.5	102.0	10404	143922	102.0
90°	9.0	3.248	0.0508	9.0	108.0	11664	164568	108.0

**211 Output Power & Lumens Data - 10'**

Beam Spread	Beam Diameter (ft)	Beam Area (sq ft)	Beam Volume (cu ft)	Beam Length (ft)	Beam Diameter (in)	Beam Area (sq in)	Beam Volume (cu in)	Beam Length (in)
10°	1.0	0.087	0.0009	1.0	12.0	144	1728	12.0
15°	1.5	0.196	0.0027	1.5	18.0	324	4320	18.0
20°	2.0	0.351	0.0050	2.0	24.0	576	7680	24.0
25°	2.5	0.510	0.0075	2.5	30.0	900	11700	30.0
30°	3.0	0.675	0.0101	3.0	36.0	1296	16128	36.0
35°	3.5	0.846	0.0129	3.5	42.0	1764	21168	42.0
40°	4.0	1.024	0.0158	4.0	48.0	2304	27456	48.0
45°	4.5	1.209	0.0188	4.5	54.0	2916	35172	54.0
50°	5.0	1.401	0.0219	5.0	60.0	3600	44000	60.0
55°	5.5	1.600	0.0251	5.5	66.0	4356	54066	66.0
60°	6.0	1.807	0.0284	6.0	72.0	5184	65376	72.0
65°	6.5	2.023	0.0318	6.5	78.0	6084	78018	78.0
70°	7.0	2.248	0.0354	7.0	84.0	7056	92112	84.0
75°	7.5	2.483	0.0391	7.5	90.0	8100	107730	90.0
80°	8.0	2.728	0.0429	8.0	96.0	9216	124992	96.0
85°	8.5	2.983	0.0468	8.5	102.0	10404	143922	102.0
90°	9.0	3.248	0.0508	9.0	108.0	11664	164568	108.0

**211 Output Power & Lumens Data - 20'**

Beam Spread	Beam Diameter (ft)	Beam Area (sq ft)	Beam Volume (cu ft)	Beam Length (ft)	Beam Diameter (in)	Beam Area (sq in)	Beam Volume (cu in)	Beam Length (in)
10°	2.0	0.351	0.0050	2.0	24.0	576	7680	24.0
15°	3.0	0.675	0.0101	3.0	36.0	1296	16128	36.0
20°	4.0	1.024	0.0158	4.0	48.0	2304	27456	48.0
25°	5.0	1.401	0.0219	5.0	60.0	3600	44000	60.0
30°	6.0	1.807	0.0284	6.0	72.0	5184	65376	72.0
35°	7.0	2.248	0.0354	7.0	84.0	7056	92112	84.0
40°	8.0	2.728	0.0429	8.0	96.0	9216	124992	96.0
45°	9.0	3.248	0.0508	9.0	108.0	11664	164568	108.0

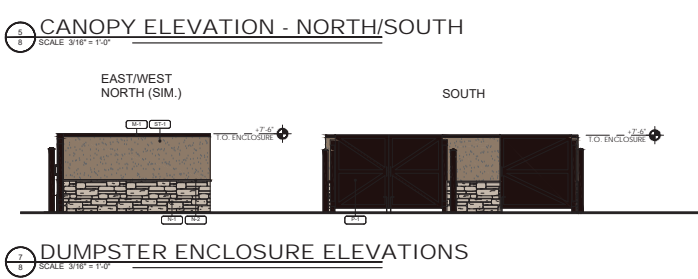
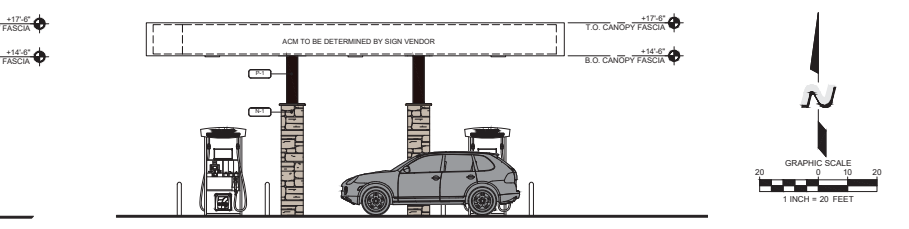
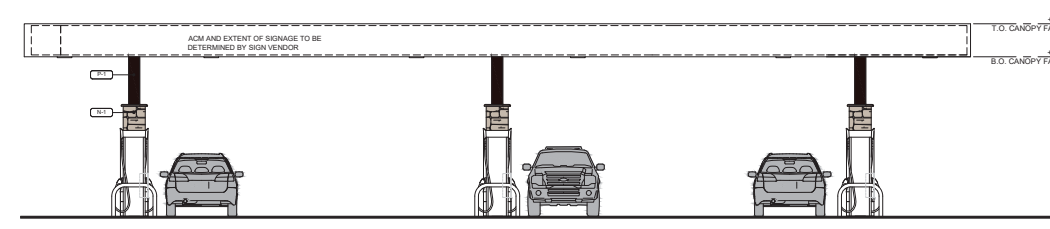
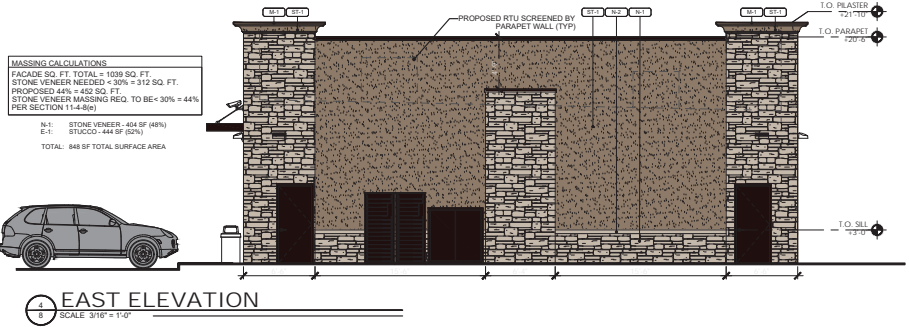
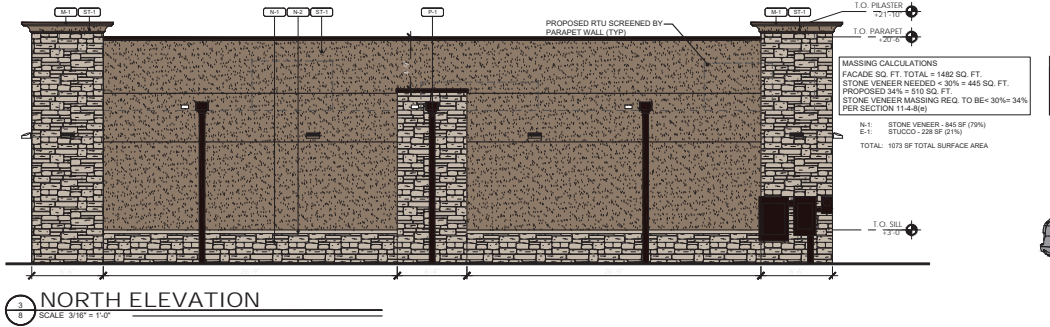
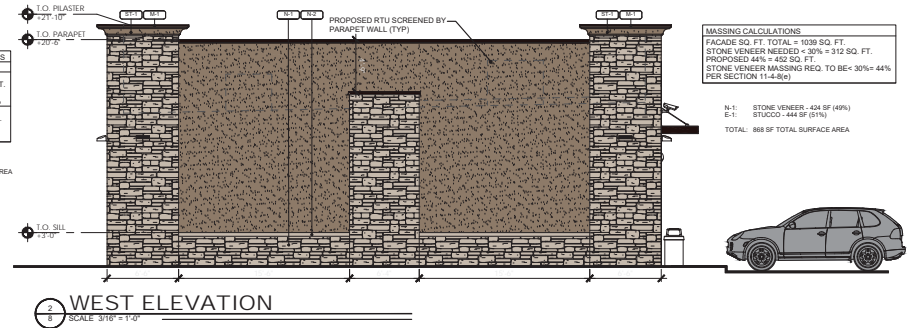
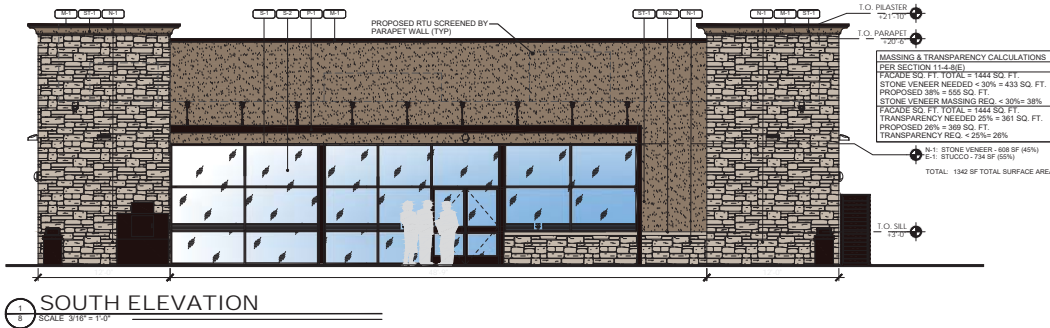
XSPLG

PHOTOMETRIC DETAILS  
 IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION FILING NO. 1  
 July 14, 2020  
 SHEET 7 OF 8



IRMA CONVENIENCE  
 MINOR SITE PLAN  
 LOT 1, 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION FILING NO. 1  
 2205 E. 104th AVENUE  
 NORTHGLENN, CO 80233

Attachment 3



EXTERIOR FINISH SCHEDULE	
FINISH	REMARKS
0000	STANDARD COLOR: REDUCED TO 10% REDUCED MATERIAL; BOLD: SHOWN WHEN FOR BOLD COLORS AND ALUMINUM; MATCH-LABELED COLORED MATERIAL
0100	CONCRETE CURB, 4" MIN. THICK, CURB, 4" MIN. THICK, 12" HIGH, TO BE FINISHED TO MATCH FINISHING AND/OR METAL WORKS OR THE GENERAL BUILDER'S OR OWNER'S
0110	CONCRETE CURB, 4" MIN. THICK, CURB, 4" MIN. THICK, 12" HIGH, TO BE FINISHED TO MATCH FINISHING AND/OR METAL WORKS OR THE GENERAL BUILDER'S OR OWNER'S
0111	STONE VENEER, RANDOMLY LAYED, MOUNTAIN LEAGUE "SABON" - OR SIMILAR
0112	PRE-CAST CONCRETE SILL
0113	GRAVE (OR EQUAL), SEE "SEE THE GENERAL BUILDER'S" OR SIMILAR
0114	PAVING: THICK BRONZE ALUMINUM STRENGTH, 1" INSULATED CURB, 4" MIN. THICK, 12" HIGH, TO BE FINISHED TO MATCH FINISHING AND/OR METAL WORKS OR THE GENERAL BUILDER'S OR OWNER'S

BUILDING ELEVATIONS  
 IRMA CONVENIENCE  
 2205 E. 104TH AVE., NORTHGLENN, CO  
 LOT 1, 104th & IRMA CONVENIENCE  
 MINOR SUBDIVISION FILING NO. 1  
 July 14, 2020  
 SHEET 8 OF 8

**THE DIMENSION GROUP**  
 ARCHITECTURE • CIVIL ENGINEERING • MEP ENGINEERING  
 15755 SANDHILL ROAD, DALLAS, TEXAS 75248  
 TEL: 752-538-3105 www.DimensionGroup.com



# 104<sup>th</sup> AND IRMA CONVENIENCE

Subdivision Improvement Agreement, Permanent Access Easement, and License Agreement

City Council Regular Meeting  
Sept. 14, 2020



# ITEMS FOR CONSIDERATION

## 104<sup>th</sup> and Irma Convenience Agreements

### Items Under Consideration

- CR-119 - Subdivision Improvement Agreement
- CR-120 - Permanent Access Easement
- CR-124 - License Agreement

*These are separate action items on the agenda, but will be presented at one time.*

# BACKGROUND





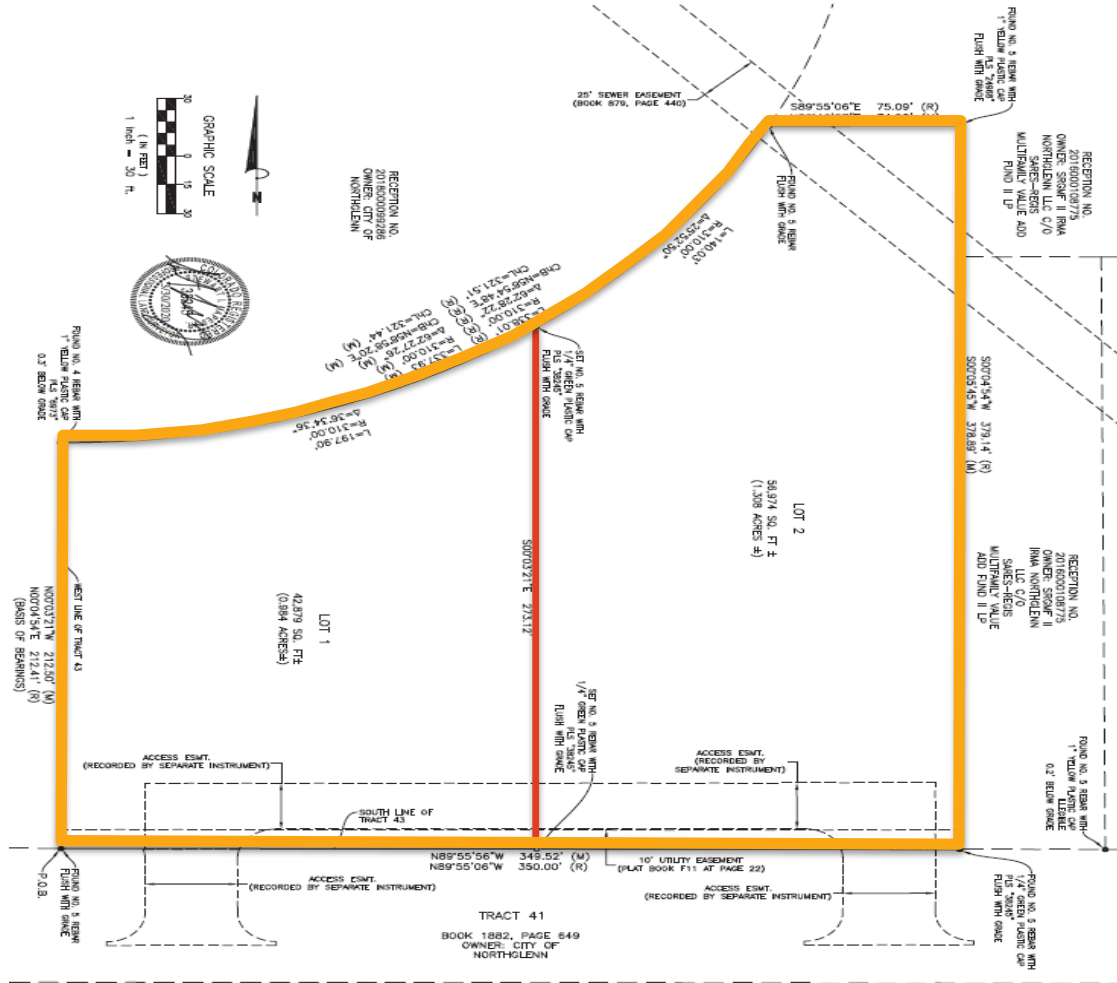
# BACKGROUND, CONT'D.

- Site development requires two entitlement reviews:
  1. Minor Site Plan for development of the 7-Eleven
  2. Minor Subdivision to subdivide the existing lot into two separate lots
- These administrative processes have been conditionally approved by the Planning and Development Department director.
- However, they are still contingent on approval of the three agreements being presented tonight.

# BACKGROUND, CONT'D.

- Applicant: 41581 Northglenn CO, LLC (7-Eleven) on behalf of owner Charlie Ehmka
- They are requesting the City to subdivide the existing Charlie's Auto into two lots:
  - Western lot: Proposed 7-Eleven
  - Eastern lot: Ehmka will retain the property

# SUBDIVISION MAP



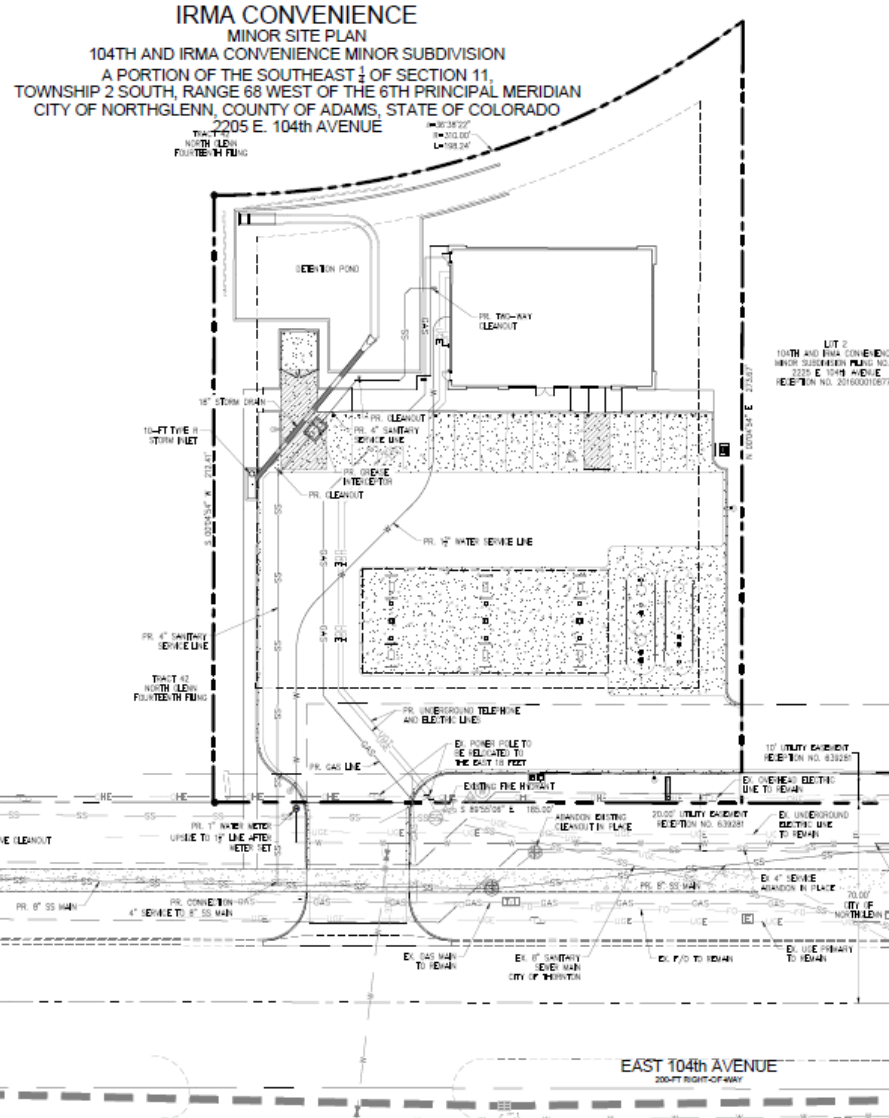
## 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
Sheet 2 of 2

— Current Lot

— Dividing Line Between Two New Lots

# LOT 1 SITE PLAN





CITY OF  
**Northglenn**

# 104<sup>TH</sup> AND IRMA CONVENIENCE

**CR-119**

**Subdivision Improvement Agreement**

# CR-119

## Subdivision Improvement Agreement (SIA)

- Required when a project includes new public infrastructure
  - The project includes construction of a public sanitary sewer main to the site.
- Ensures the infrastructure will conform to City engineering standards and specifications
- Requires the developer to post a financial guarantee when the plat is recorded and warrants the work for two years following completion of the utility line



CITY OF  
**Northglenn**

# 104<sup>TH</sup> AND IRMA CONVENIENCE

**CR-120**

**Permanent Access Easement**

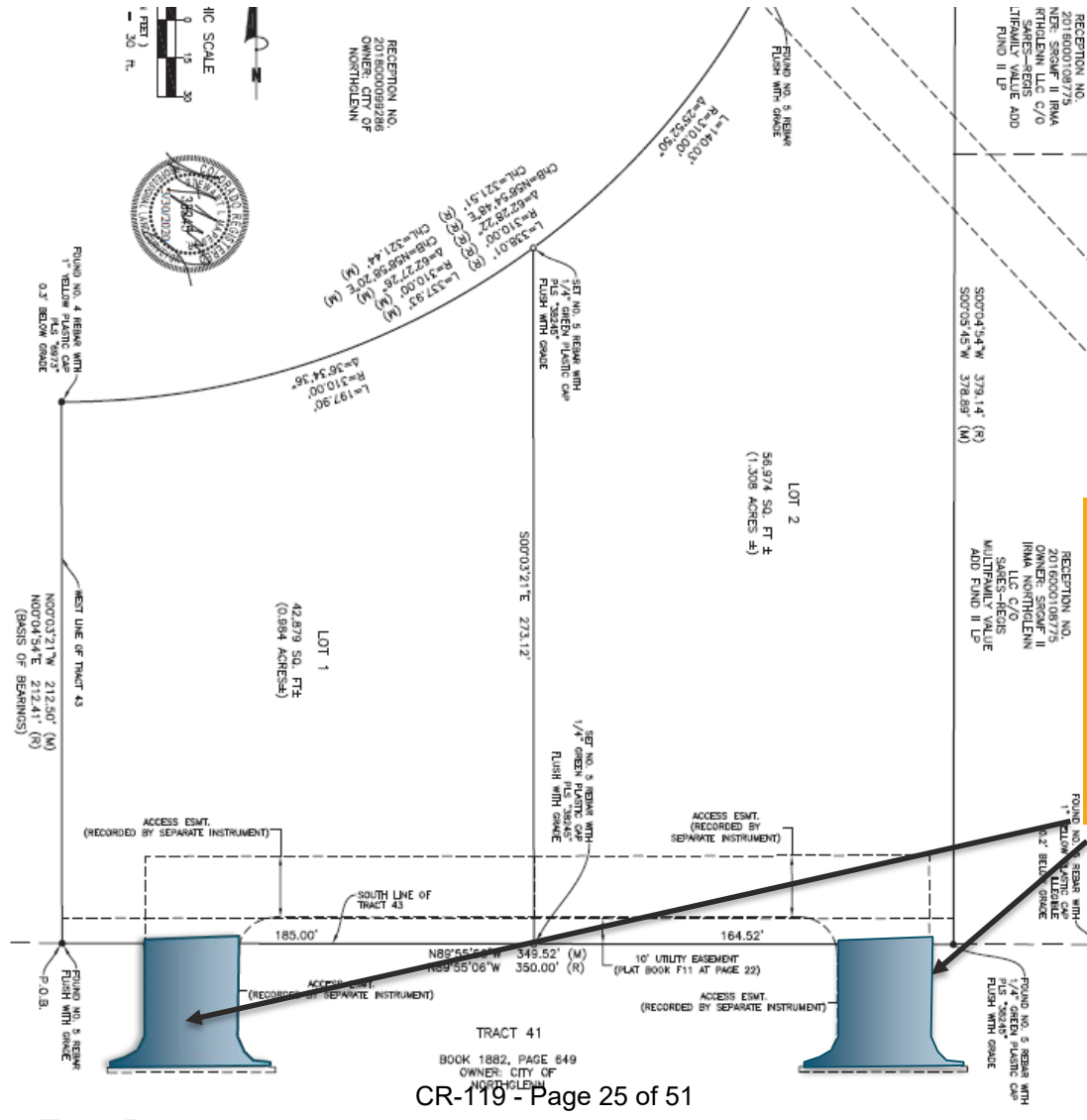
# CR-120

## Permanent Access Easement (PAE)

- PAE is necessary to provide site access to East 104<sup>th</sup> Avenue over city-owned land.
- This is a unique scenario where the City owns a platted tract of land (Tract 41 of the North Glenn 14<sup>th</sup> Filing) between the development parcel and the East 104<sup>th</sup> Avenue right of way.
- PAE would provide the necessary access for development on this site.
- Two access points are being proposed – one for each lot.
- Council approved a similar PAE with the CubeSmart development to the east of this site.



# ACCESS POINTS



**Permanent Access Point Locations**



CITY OF  
**Northglenn**

# 104<sup>TH</sup> AND IRMA CONVENIENCE

**CR-124**

**License Agreement**

# CR-124

## License Agreement

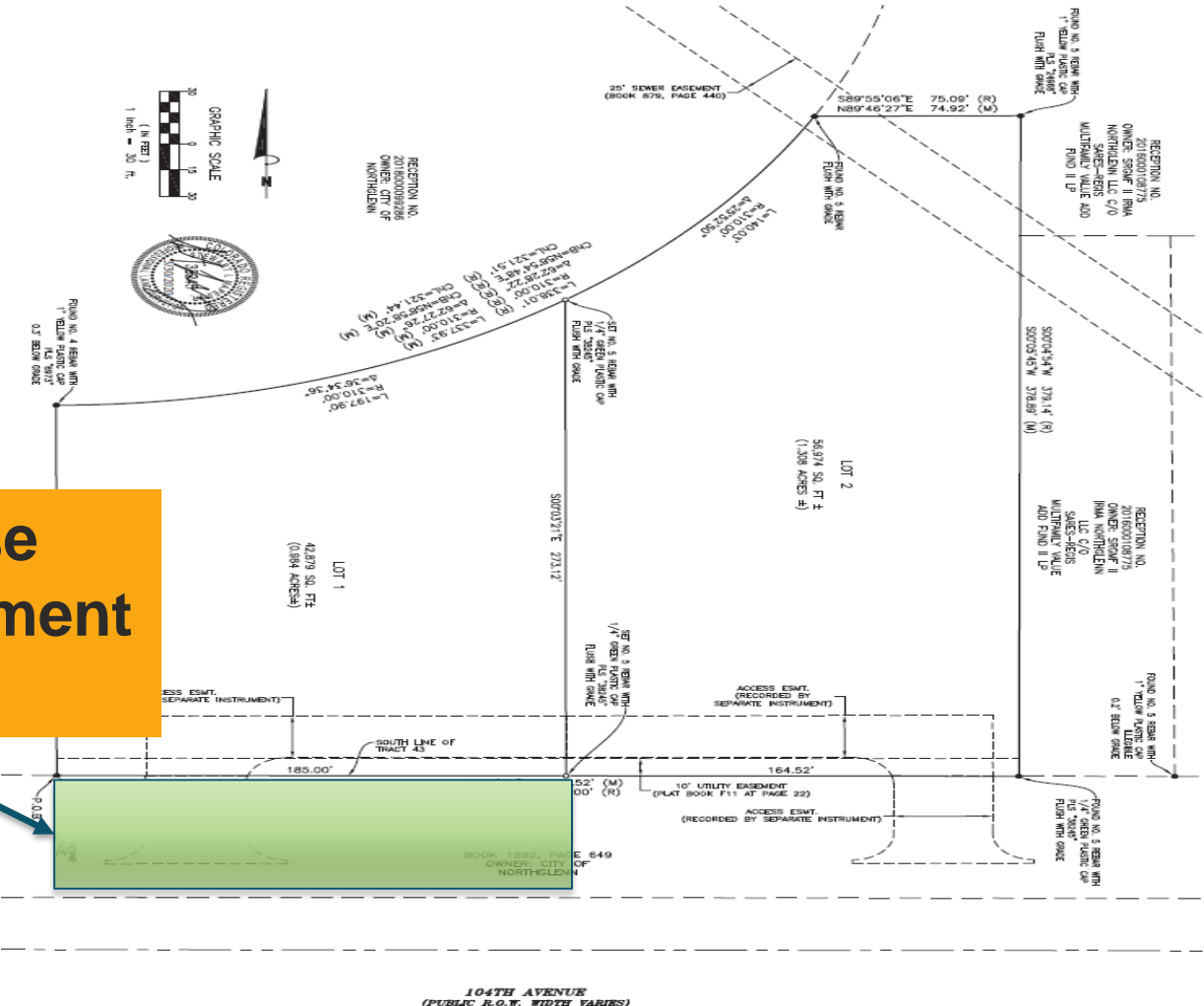
- Allows for improvements on city-owned property
  - Property owner is responsible for maintenance.
  - If the City needs this land in the future, this agreement can be revoked and the improvements would be removed subject to formal notification.
  - Similar to the Permanent Access Easement, this agreement is required as a result of the city-owned Tract 41.
  - In order to accommodate improvements contemplated with the development of the 7-Eleven site for landscaping and utility connections.

# LOCATION

## 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

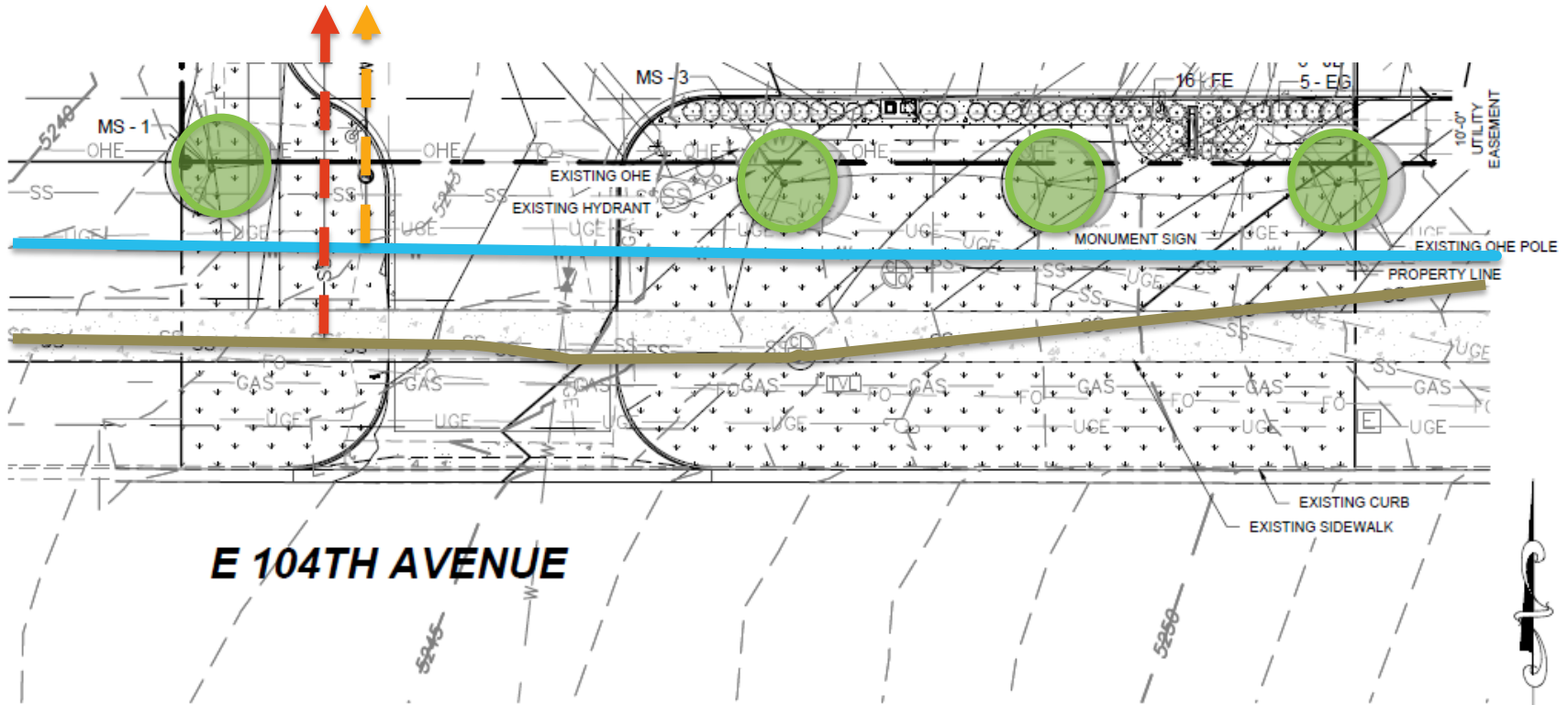
Sheet 2 of 2



**License Agreement Area**

104TH AVENUE  
(PUBLIC R.O.W. WIDTH VARIES)

# UTILITY CONNECTIONS



-  – Water Main
-  – Sanitary Sewer Main
-  – Private Sanitary Sewer Connection
-  – Private Water Connection

# QUESTIONS?

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-119  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE 104<sup>TH</sup> AND IRMA CONVENIENCE MINOR SUBDIVISION

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

Section 1. The Subdivision Improvement Agreement for the 104<sup>th</sup> and Irma Convenience Minor Subdivision between the City of Northglenn and 41581 Northglenn, CO, LLC, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**CITY OF NORTHGLENN  
SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT  
FOR 104<sup>th</sup> AND IRMA CONVENIENCE MINOR SUBDIVISION**

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is entered into and made by and between **41581 Northglenn CO, LLC**, a Florida limited liability company ("Owner/Developer") and the **CITY OF NORTHGLENN, COLORADO**, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City.

**RECITALS AND REPRESENTATIONS:**

**WHEREAS**, Owner/Developer represents that it is the sole owner of the following described property located in the City of Northglenn, County of Adams, State of Colorado:

**See Exhibit A**

hereinafter referred to as the "Property;"

**WHEREAS**, Owner/Developer represents that it has authority to apply for and process a final plat for the Property, titled ("Final Plat"), and is authorized to obtain all necessary approvals and enter into any agreements necessary for the development of the Property (the "Project");

**WHEREAS**, Owner/Developer plans to develop the Project and such development requires the dedication, construction, installation, and/or improvement of certain public improvements including but not limited to, storm drainage facilities, public thoroughfares and streets, private drives, curb, gutter and sidewalk, and other public and private facilities and improvements as described in the Final Plat application to serve the proposed development of the Property;

**WHEREAS**, in conjunction with submittal of the Final Plat, the Owner/Developer has submitted to the City supporting documentation including construction, grading/drainage, utility, street improvement, storm sewer, and electrical plans (collectively the "Construction Plans");

**WHEREAS**, the City Council of the City of Northglenn approved the Final Plat for the Property per the minor subdivision process outlined in the Unified Development Ordinance. A copy of the Final Plat is attached hereto as **Exhibit B** and incorporated herein; and



**WHEREAS**, it is the intent of this Agreement that the Owner/Developer shall be responsible for and shall pay all costs and expenses associated with the City approved development of the Project.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Northglenn of the Final Plat, the dedication of certain land to the City for public purposes, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the Parties hereto agree as follows:

## **AGREEMENT**

1.0 **PURPOSE.** The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the City of Northglenn Subdivision and Zoning Regulations, the City of Northglenn Home Rule Charter, any and all state statutes, and any other sections of the City of Northglenn Municipal Code, and are not intended to supersede any requirements contained therein.

2.0 **DELIVERY OF FINAL PLAT.** Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, within one hundred twenty (120) days from the City's approval of the Final Plat Owner/Developer shall deliver to the City Clerk, , two (2) sets of complete and final Construction Plans; provided, however, the parties agree that the foregoing 120-day period may be extended by the City's manager, in his/her sole discretion, without requiring further consent of the City Council

3.0 **RECORDATION OF PLAT.** Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required Security as hereinafter defined. Failure of Owner/Developer to submit an acceptable Final Plat and Security as specified in Section 11 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.

4.0 **PUBLIC UTILITY FEES.** Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.

- 5.0 UNDERGROUNDING OF ALL UTILITIES. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Final Plat, which are required to be relocated pursuant to this Agreement or as a condition of approval of the Final Plat. All utilities providing public services to the Project shall be located within dedicated and platted public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 6.0 SUBDIVISION MONUMENTATION. In accordance with the applicable provisions of the Colorado Revised Statutes, as amended, and the Northglenn City Municipal Code, as amended, the Owner/Developer shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of any certificate of occupancy within the Project.
- 7.0 STREET MAINTENANCE. The Owner/Developer shall take all reasonable steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property and public rights-of-way during development of the Project. Owner/Developer also shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including public rights-of-way and other public property. If any adjacent property or public right-of-way is damaged or destroyed during the construction of the Public Improvements as defined herein, Owner/Developer shall, at its sole cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage.
- 8.1 DRAINAGE, RETENTION, AND DETENTION FACILITIES. The Owner/Developer shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.
- 8.2 The Owner/Developer shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.
- 8.3 PUBLIC PROPERTY DEDICATION/TITLE POLICY. A title commitment for any Property being dedicated to the City or upon which Public Improvements are being constructed shall be provided to the City. The title commitment shall show that all property is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.

8.4 By execution of the Final Plat, the Owner/Developer has offered for dedication to the City at no cost and the City has accepted such dedication of certain real property interests, as depicted on the Final Plat. No building permit or certificate of occupancy shall be issued unless and until the above requirement is satisfied.

9.0 CONSTRUCTION OF PUBLIC IMPROVEMENTS. The Owner/Developer shall design, furnish, construct, and install the following public improvements as illustrated on the Final Plat and the approved Construction Plans ("Public Improvements") at the Owner/Developer's cost and expense:

**See Exhibit C – Public Improvements Description**

The Public Improvements shall be designed, furnished, constructed, and installed in accordance with the Final Plat, the Construction Plans and the Public Improvement Plans approved by the City Engineer and in accordance with applicable provisions of the City's applicable ordinances, rules and regulations in effect at the time of construction and all uniform building, construction, fire, plumbing, and safety codes adopted by the City in effect at the time of construction.

At all times during construction of the Public Improvements, the City shall have the right to test and inspect, or to require testing and inspection of materials and construction at Owner/Developer's expense, provided the City exercise good faith and commercially diligent efforts to minimize delays to Owner/Developer's construction activities that may result from such inspection or testing. No excavation, facility or Public Improvement shall be covered until inspected by Northglenn, or the applicable service provider, or until such inspection is waived by the City in writing.

10.1 CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED. Prior to the recordation of the Final Plat or the issuance of the first building permit for any improvement within the Project, the Owner/Developer shall provide to the City the following:

10.2 Final construction and engineering plans and drawings (collectively, the "Public Improvement Plans") suitable for the commencement of construction of all Public Improvements required within for Project bearing the stamp of a Colorado licensed engineer with experience in the design and engineering of such improvements. Such Public Improvement Plans shall be prepared in accordance with this Agreement, the Northglenn City Municipal Code, and the City of Northglenn Public Right-of-Way Standards and Specifications as amended and shall be subject to approval by the City Engineer in accordance with the Northglenn City Municipal Code. Such Public Improvement Plans shall specifically include, by way of illustration but not limitation, 100% complete final construction and engineering plans and drawings;

and

10.3 Construction cost estimates, as shown in **Exhibit D** for all costs and expenses associated with the construction and completion of all Public Improvements to be constructed by the Owner/Developer in accordance with this Agreement. Such cost estimate shall bear the stamp and a certification of accuracy of a Colorado-licensed engineer with experience in construction cost estimating. The City may, in its discretion and at the City's cost and expense, submit the Public Improvement Plans and Owner/Developer's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the Owner/Developer's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the Owner/Developer prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the Owner/Developer's estimate, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the Owner/Developer for the Public Improvements.

#### 11.1 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

11.2 In order to secure the construction and installation of the Public Improvements the Owner/ Developer shall, prior to recording the final plat in the real estate records of Adams County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, at the Owner/Developer's expense, furnish the City with the performance guarantee described herein. The performance guarantee provided by the Owner/Developer shall be cash, surety or similar performance bond, or an irrevocable letter of credit in which the City is designated as beneficiary in an amount equal to construction cost estimate described in Section 10.2 of this Agreement, in order to secure the performance and completion of the Public Improvements. The Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the Owner/Developer to provide cash, bond, or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Owner/Developer shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash, bond, or received and approved the irrevocable letter of credit.

Due to the length of the construction period for the Public Improvements, Owner/Developer may at any time on or after the anniversary of this Agreement request that the City release that portion of the cash, bond, or letter of credit held as security by the City for performance of this Agreement to reduce the amount of such security to the estimated cost of the remaining construction costs to be incurred to complete the Public Improvements. Owner/Developer shall, if requested by City after Owner/Developer has requested a reduction in its security, provide to City copies of invoices for construction of the Public Improvements, evidence of payment of such invoices, provisional lien releases for portions of the work performed through such date and any other documents reasonably requested by City related to construction progress towards completion of the Public Improvements. Upon providing such documentation to the City, City shall, within twenty (20) days, release to Owner/Developer that portion of the security held by the City equal to the difference between (i) the amount of security held by the City and (ii) the estimated costs remaining to complete construction of the Public Improvements; provided, that such release shall not reduce the amount of the security below the amount required by this Agreement to be retained by the City between the date of completion of the Public Improvements and the end of the warranty period discussed below.

In the event the Public Improvements are not constructed or completed within the period of time specified herein of this agreement or a written extension of time mutually agreed upon by the parties to this agreement, the City may draw on the cash, bond, or letter of credit to complete the Public Improvements called for in this agreement. In the event the letter of credit or bond is to expire within fourteen (14) calendar days and the Owner/Developer has not yet provided a satisfactory replacement, the City may draw on the bond or letter of credit and either hold such funds as security for performance of this agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the City deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the City Public Works Director, the Owner/Developer shall provide cash, bond or shall issue an irrevocable letter of credit to the City in the amount of ten percent (10%) of the total cost of construction and installation of the Public Improvements, to be held by the City during the two (2) year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements. City agrees to notify Owner/Developer of any issue arising during the two (2) year warranty period and allow Owner/Developer a reasonable opportunity to remedy the issue prior to drawing on Owner/Developer's security.

## 12.1 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

12.2 The Owner/Developer shall complete construction of the Public Improvements within Two (2) Years of the date on which the Owner/Developer provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and Owner/Developer's written request for probationary acceptance of such improvements ("Construction Acceptance"), the Owner/Developer shall

1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
  2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The Owner/Developer shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.
- 12.3 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate Two (2) years from the date of Construction Acceptance.
- 12.4 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").
- 13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The Owner/Developer hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two (2) years from the date of the City's Construction Acceptance of the Public Improvements.
- 14.0 PAYMENT OF FEES AND CHARGES. The Owner/Developer will comply with all ordinances, rules, and regulations of the City and shall pay all fees and other charges in a timely manner as required by the City including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees

which are imposed on the Project by the City by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the City, the City may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by the Owner/Developer.

- 15.0 FORM OF PAYMENT OF ALL FEES AND CHARGES. Unless otherwise agreed to by the City Manager on a case by case basis, the Owner/Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Northglenn, City Hall, 11701 Community Center Dr, Northglenn City, Colorado .
- 16.0 DELAYS. The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, pandemics and epidemics, including, without limitation, COVID-19, weather conditions that justify a delay of construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events that are beyond the control of the delaying party.
- 17.0 WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. The Parties understand and agree that nothing contained in the Final Plat is intended to waive or modify any applicable provision of state or local law.
- 18.0 NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City of Northglenn, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 19.0 BINDING EFFECT. The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. At the time it records the Final Plat, the City shall also record this Agreement. To the extent permitted by law, all Owner/Developer and all future successors, heirs, legal representatives, and assigns of the Owner/Developer shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.
- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any



such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the Owner/Developer, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the Owner/Developer.

22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner/Developer without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the Owner/Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner/Developer to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.

23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the approval of the Final Plat was not processed or approved in accordance with or pursuant to Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code or C.R.S. § 24-68-101 et seq. and the approval of the Final Plat does not constitute approval of a "site specific development plan" as that phrase is defined in either Chapter 11 of the Northglenn City Municipal Code or in C.R.S. § 24-68-101 et seq. The approval of the Final Plat shall not therefore create or grant a "vested property right" as defined by Chapter 11, Article V and C.R.S. § 24-68-101 et seq. Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights which may accrue to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with common law.

24.1 INDEMNIFICATION. The Owner/Developer shall indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Owner/Developer, or of any other person or entity for whose act or omission the Owner/Developer is liable, with respect to construction of the Public Improvements; and the Owner/Developer shall pay any and all judgments rendered against the City as the result of any such suit, action, or claim together with all reasonable expenses and reasonable attorney fees incurred by the City in defending any such suit, action or claim.

The Owner/Developer shall pay all property taxes due and owing on the Property dedicated to the City concurrently with or prior to such dedication, and shall indemnify and hold harmless the City for any property tax liability arising at or prior to the dedication to the City.

The Owner/Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

24.2 WAIVER OF DEFECTS. In executing this agreement the Owner/Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on the Owner/Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this agreement; provided the City does not act arbitrarily or capriciously in effectuating any of the foregoing.

24.3 RELEASE OF LIABILITY. It is expressly understood that the City cannot be legally bound by the presentations of any of its officers or agents or their designees except in accordance with the City of Northglenn Home Rule Charter, the City of Northglenn Municipal Code, and the laws of the State of Colorado.

25.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.0 RECORDING OF AGREEMENT. This Agreement shall be recorded in the real estate records of Adams County and shall be a covenant running with the Property

in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

- 28.0 TITLE AND AUTHORITY. The Owner/Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this subdivision agreement. The Owner/Developer and the undersigned individuals understand that the City is relying on such representations and warranties in entering into this Agreement.
- 29.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 30.0 INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Construction documentation referenced herein is a public record on file and available for review at the City of Northglenn, City Hall, 11701 Community Dr, Northglenn City, Colorado.
- 31.0 ATTORNEY FEES. Should this Agreement become the subject of litigation to resolve a claim of default of performance by a party and a court of competent jurisdiction determines that the defaulting party was in default in the performance of the agreement, the defaulting party shall pay the reasonable attorney fees, expenses and court costs of the non-defaulting party.
- 32.1 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20.

**CITY OF NORTHGLENN**, a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
Johanna Small, CMC, City Clerk

By: \_\_\_\_\_  
Meredith Leighty, Mayor

**OWNER/DEVELOPER**  
41581 Northglenn CO, LLC, a Florida limited liability company

By: \_\_\_\_\_  
M. Dan Creighton, Manager

STATE OF ~~COLORADO~~ Florida  
COUNTY OF Lee ) ss.

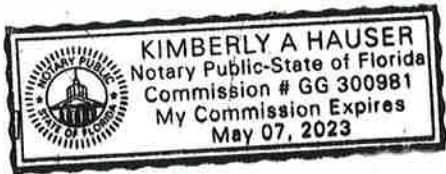
Acknowledged before me on August 16, 2020, by M. Dan Creighton, as Manager for the 41581 Northglenn CO, LLC, a Florida

limited liability company. Witness my hand and official seal.

My commission expires: May 7, 2023

\_\_\_\_\_  
Notary Public

[ S E A L ]



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Lot 1, 104<sup>th</sup> and Irma Convenience Minor Subdivision

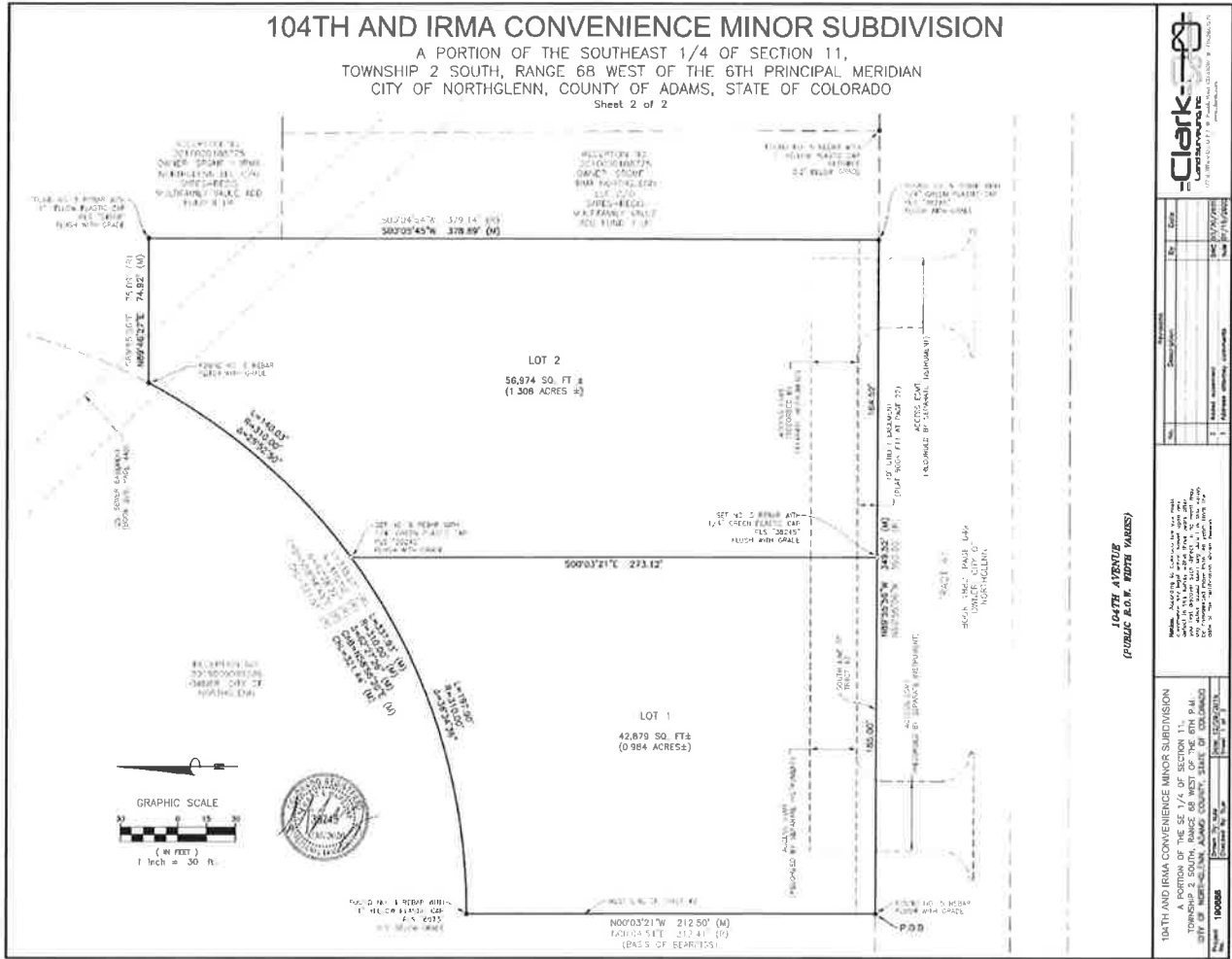
A portion of the Southeast  $\frac{1}{4}$  of Section 11,  
Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian  
City of Northglenn, County of Adams, State of Colorado



# 104TH AND IRMA CONVENIENCE MINOR SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

Sheet 2 of 2



NO.	DATE	BY	REVISION
1			
2			

Notes: 1. This map is a survey of the 104th and Irma Convenience Minor Subdivision, a portion of the SE 1/4 of Section 11, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Northglenn, County of Adams, State of Colorado. 2. The area shown on this map is the same as the area shown on the 104th and Irma Convenience Minor Subdivision Plat, Book 1040888, City of Northglenn, Colorado.

104TH AND IRMA CONVENIENCE MINOR SUBDIVISION  
A PORTION OF THE SE 1/4 OF SECTION 11,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO  
1040888

**EXHIBIT C**  
**DESCRIPTION OF PUBLIC IMPROVEMENTS**

Public Improvements include the following:

- Installation of approximately 540 feet of 8" sanitary sewer main from the eastern property line to the existing system located in Irma Drive to the west.
  
- Installation/replacement of those portions of the concrete sidewalk along the north side of E. 104<sup>th</sup> Avenue that are impacted by the installation of the 8" sanitary sewer main.



**EXHIBIT D  
ENGINEER'S COST ESTIMATES**

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
104th and Irma Convenience  
PUBLIC IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
8-INCH SANITARY MAIN	540	LF	\$ 29.00	\$ 15,660.00
SANITARY MANHOLE	4	EA	\$ 3,500.00	\$ 14,000.00
8-FT WIDE CONCRETE SIDEWALK	3600	SF	\$ 4.60	\$ 16,560.00

SubTotal: \$ 46,220.00

Construction Contingency (10%): \$ 4,622.00

Security at 110%: \$ 50,842.00

**EXHIBIT E  
LETTER OF CREDIT FORM**

BANK LETTERHEAD  
NAME OF INSTITUTION  
ADDRESS  
CITY, STATE, ZIP

SAMPLE

DATE

---

---

IRREVOCABLE STANDBY LETTER OF CREDIT

---

---

---

BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLENN  
11701 COMMUNITY CENTER DRIVE  
NORTHGLENN, COLORADO 80233

---

---

LETTER OF CREDIT NUMBER:

DATE ISSUED:

EXPIRARY DATE: THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE 12 MONTHS AFTER THE ISSUANCE DATE; PROVIDED THAT NAME OF INSTITUTION HAS GIVEN THE CITY OF NORTHGLENN NOT LESS THAN 30 DAYS NOR MORE THAN 60 DAYS PRIOR WRITTEN NOTICE OF THE IMPENDING EXPIRATION.

AT: ISSUING BANK'S INTERNATIONAL BANKING COUNTERS LOCATED AT ADDRESS INDICATED ABOVE.

---

---

AMOUNT:            \$AMOUNT U.S. DOLLARS

---

---

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON NAME OF INSTITUTION AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THIS ORIGINAL LETTER OF CREDIT.

2. A STATEMENT ISSUED AND SIGNED BY THE BENEFICIARY CERTIFYING AS FOLLOWS:

"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF THE CITY OF NORTHGLENN, HEREBY CERTIFIES THE PERMITTEE HAS FAILED TO COMPLY WITH A CONDITION UPON WHICH THE CERTIFICATE OF OCCUPANCY WAS ISSUED BY THE CITY OF NORTHGLENN TO THE PERMITTEE FOR THE FOLLOWING PROPERTY:  
\_\_\_\_\_."

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

PURSUANT TO U.S. LAW, WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY, OR SUBJECT TO DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPARTMENT OF COMMERCE.

DRAFT DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: "DRAWN" UNDER NAME OF INSTITUTION IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER.

THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NUMBER 500.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED AND NEGOTIATED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US.

NAME OF INSTITUTION  
A MEMBER OF THE FEDERAL RESERVE SYSTEM

---

STANDBY LETTERS OF CREDIT