

**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 12-28**

DATE: August 13th, 2012
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
Brook Svoboda, Director of Planning and Development *BS*
SUBJECT: CR-87 - Northglenn Greens LLC Development Agreement (Starbucks)

BACKGROUND

Attached to this memo is a resolution that, if approved, will create a Development Agreement between the City of Northglenn and the Northglenn Greens Holdings LLC establishing developer obligations for installation of public infrastructure and the vacation and replacement of a utility easement to accommodate the development of the proposed Starbucks Coffee store at 200 W. 104th Avenue.

City public infrastructure, water and sanitary mainlines, are currently located on the property. The alignment of these facilities, as well the utility easement, affects the development capability of the property. City codes, specifications and standards do not allow for structures to be built over utility mainlines. Additionally, the public infrastructure is not completely contained within the existing utility easement. To remedy these issues and remove the development conflicts, the utilities are to be reconfigured, the existing easement vacated, and a new easement for utilities established. The proposed Development Agreement (CR-87) memorializes the developers obligations to construct the realigned public infrastructure and update the utility easement within the context of the civil construction plans as reviewed and approved by City Staff, within formalized timelines, and within approved construction cost estimates..

In January of 2012 the Northglenn Urban Renewal Authority entered into an agreement with the developer to pay for expenses associated with reconfiguration of the infrastructure, (**ATTACHMENT A**).

PROCEDURE

An approved agreement will be recorded with the Adams County Clerk and Recorder.

POTENTIAL OBJECTIONS:

Staff sees no potential objections.

BUDGET/TIME IMPLICATIONS:

This development agreement has no budgetary impacts.

RECOMMENDATION

Staff recommends Council approve CR-87 as presented

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development
bsvoboda@northglenn.org or 303.450.8937

ATTACHMENTS

A. NURA Infrastructure Agreement

ATTACHMENT A

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/12-3
Series of 2012

A RESOLUTION APPROVING AN INCENTIVE AGREEMENT WITH NORTHGLENN GREEN HOLDINGS, LLC

WHEREAS, Northglenn Green Holdings, LLC is redeveloping a parcel of property located in the Northglenn Urban Renewal Area at the corner of 104th and Bannock (the "Property") for occupation by a national retail tenant;

WHEREAS, the Property is difficult to redevelop, because City water and wastewater facilities run through the middle of the Property and City standards do not allow structure to be built over a utility mainline, and the Property is further encumbered by a utility easement that is not in use;

WHEREAS, to remedy these issues, the utilities must be reconfigured, the existing easement vacated, and a new easement for utilities established;

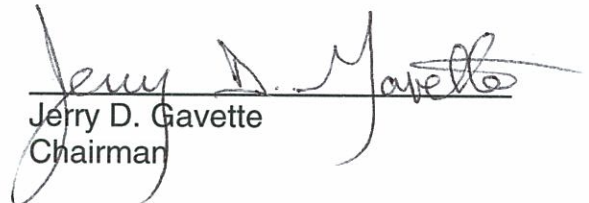
WHEREAS, NURA desires to facilitate the proposed redevelopment by reimbursing Owner for certain costs related to resolving the utility issues; and

WHEREAS, NURA specifically finds that entering into this Agreement will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, and will maintain a positive business environment in the City of Northglenn.

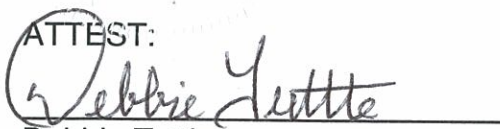
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:

The Incentive Agreement attached hereto as **Exhibit A** is hereby approved and the Chairman is authorized to execute the same.


DATED this 11th day of January, 2012.


Jerry D. Gavette
Chairman

ATTEST:


Debbie Tuttle
Executive Director

APPROVED AS TO FORM


Jeff Parker
Board Attorney

**NORTHGLENN URBAN RENEWAL AUTHORITY
INCENTIVE AGREEMENT**

THIS INCENTIVE AGREEMENT (the "Agreement") is made and executed this 11th day of January, 2012 (the "Effective Date"), by and between the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA"), and NORTHGLENN GREENS HOLDINGS, LLC a Colorado limited liability company ("Owner").

WITNESSETH

WHEREAS, NURA is authorized under the provisions of Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, to enter into agreements and provide financial incentives for the redevelopment of property to eliminate blight;

WHEREAS, such redevelopment may be made and encouraged by granting financial assistance to persons who reside within NURA boundaries, to businesses within the NURA boundaries, and to owners of property within NURA boundaries;

WHEREAS, Owner is redeveloping a parcel of property located in the Northglenn Urban Renewal Area at the corner of 104th and Bannock more particularly described in the attached **Exhibit A** (the "Property") for occupation by a national retail tenant;

WHEREAS, the Property is difficult to redevelop, because City water and wastewater facilities run through the middle of the Property and City standards do not allow structure to be built over a utility mainline, and the Property is further encumbered by a utility easement that is not in use;

WHEREAS, to remedy these issues, the utilities must be reconfigured, the existing easement vacated, and a new easement for utilities established;

WHEREAS, NURA desires to facilitate the proposed redevelopment by reimbursing Owner for certain costs related to resolving the utility issues, which include civil design fees, utility removal, relocation, construction of utilities, and the removal and replacement of existing curb, gutter and asphalt, as set forth in more detail in the attached **Exhibits B** and **C** (the "Improvements");

WHEREAS, NURA specifically finds that entering into this Agreement will enhance the physical appearance and economic viability of the Property, will protect adjacent properties from deterioration, will maintain a positive business environment in the City of Northglenn;

WHEREAS, the incentives provided under this Agreement will further the public purpose of NURA as set forth in C.R.S. § 31-25-102; and

WHEREAS, the parties hereto wish to set forth the manner for and extent of the reimbursement to Owner for the costs of the Improvements.

NOW, THEREFORE, in order to promote redevelopment, fulfill NURA's urban renewal purpose as set forth in Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and achieve the above-referenced goals, and 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. IMPROVEMENTS COMPENSATION

A. Owner Obligations.

1. Owner shall design, permit and construct the Improvements to develop and open for use on the Property a drive-through retail beverage store of approximately 880 square-feet with a scheduled opening date of July 2012.

2. Owner shall construct the Improvements in a good and workmanlike manner. The Improvements shall be constructed in compliance with all applicable laws, rules and regulations, including without limitation, local building codes, rules and regulations. All required approvals of any governmental authority with jurisdiction over the Improvements shall be obtained prior to, during, and upon construction of the Improvements.

3. Prior to commencing construction of the Improvements, Owner will cause working drawings, plans, specifications and a construction schedule for the Improvements to be prepared, which are subject to the approval of NURA, not to be unreasonably withheld, conditioned or delayed. Failure of NURA to object in writing and with specificity to the proposed drawings, plans, specifications and construction schedule by notice to Owner within ten (10) business days after receipt is deemed approval thereof by NURA.

4. Owner agrees not to allow any lien or claim of lien to stand against the Property for any work done or materials furnished in connection with construction of the Improvements, and if any such lien or claim of lien arises, Owner agrees to cause it to be released of record (either by payment or posting of a statutory bond) within thirty (30) business days following written demand from NURA.

5. Throughout the term of this Agreement, Owner agrees to carry or cause its contractors to carry reasonable builder's risk (course of construction) insurance.

B. NURA Obligation. Provided Owner is in compliance with the terms set forth herein, NURA agrees to reimburse Owner an amount up to a maximum of Thirty Thousand Three Hundred Seventy One Dollars (\$30,371.00) for the Actual Direct Costs (as that term is

defined below) incurred by Owner for the Improvements, upon occurrence of all of the following conditions:

1. A signed lease from the proposed tenant for an initial lease term of at least five (5) years in a form reasonably acceptable to NURA is provided to NURA;
2. Final approval of the Planned Unit Development (PUD) zoning is provided by the Northglenn City Council;
3. Final approval of all required plans related to the construction and civil engineering are provided by the City of Northglenn and all required building permits are issued for the construction of the Improvements and the other planned improvements to the Property, including the 880 square foot building planned for the Property;
4. The Improvements are completed and approved by the City of Northglenn;
5. A permanent certificate of occupancy is issued for a retail building of approximately 880 square feet and a national beverage retailer opens for business at the Property;
6. A written request for reimbursement of the Actual Direct Costs of the Improvements, accompanied by: (1) a statement of completion of the Improvements certified to be correct by Owner's general contractor in charge of constructing the Improvements; (2) itemized, reasonably detailed invoices and financial documentation that to NURA's reasonable satisfaction confirm the costs of the construction of the Improvements completed as of the date of the statement, including invoices from contractors performing work on the Improvements and suppliers supplying materials for the Improvements; and (3) appropriate lien waivers from all contractors and materialmen for the work for which payment is requested; and
7. Within ten (10) business days of receipt of the reimbursement request and accompanying documentation, provided the reimbursement request is approved by NURA, such approval not to be unreasonably withheld, conditioned or delayed, NURA shall disburse to Owner the amount requested not to exceed a total amount of Thirty Thousand Three Hundred Seventy One Dollars (\$30,371.00). In no event shall NURA be responsible for any costs of the Improvements in excess of Thirty Thousand Three Hundred Seventy One Dollars (\$30,371.00) or the total actual costs of the Improvements, whichever is less.

NURA's obligation to reimburse Owner for the Improvements shall expire if the above-referenced conditions 1 through 6 have not been met by December 31, 2012.

The phrase "Actual Direct Costs" means costs invoiced to Owner by the designers, architects, engineers, general contractors, subcontractors, materialmen, suppliers and/or any consultants of the Improvements (or applicable portions thereof), an estimate of which is set

forth in Exhibits B and C. Costs such as Owner staff time or Owner travel expenses related to the Improvements are not reimbursable.

II. MISCELLANEOUS

A. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Adams County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Owner and NURA, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement. No third party may rely upon or enforce any provision of this Agreement, the same being an agreement solely between NURA and Owner, and which Agreement is made for the benefit of no other person or entity. The parties acknowledge that the City of Northglenn is not a party to this Agreement, and shall not be bound or obligated by the terms set forth herein.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the following addresses set forth on the first page of this Agreement.

To NURA: Executive Director
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, CO 80233

With a copy to: Hayes, Phillips, Hoffmann & Carberry, P.C.
1530 16th Street, Suite 200
Denver, CO 80202

To the Purchaser: Northglenn Greens Holdings LLC
12460 1st Street
PO BOX 247
Eastlake, CO 80614-0247

Either party may change such notice address upon prior written notice to the other party.

F. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law

of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. This Agreement and Owner's rights hereunder are not assignable by Owner, except as follows without prior written consent of NURA, except to a company under substantially the same ownership as Owner or to a lender who holds a first deed of trust against the Property.

I. Governmental Immunity. NURA, 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 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 NURA and its officers or employees.

J. Rights and Remedies. The rights and remedies of NURA 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 NURA's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Subject to Annual Appropriation. Any financial obligation of NURA not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of NURA hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

[Remainder of page intentionally left blank – signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

THE NORTHGLENN URBAN RENEWAL AUTHORITY

Jerry D. Gavette
Jerry D. Gavette, Chairman

ATTEST:

Susan Baca
Susan Baca, Recording Secretary

APPROVED AS TO FORM:

Jeff Parker
Jeff Parker, NURA Attorney

NORTHGLENN GREEN HOLDINGS, LLC

By: [Signature]

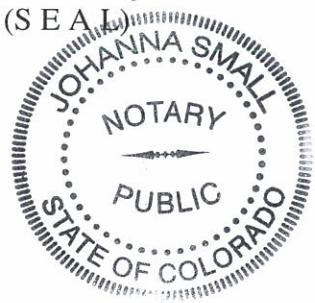
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of February, 2012 by Ryan Carlson, as Manager of OWNER-104TH & HURON, L.L.C. Northglenn Green Holdings, LLC.

My commission expires: October 27, 2012

[Signature]
Notary Public



Northglenn Greens Holdings, LLC

-Eastlake, Co.-

January 5, 2012
Northglenn Urban Renewal Authority
11500 Community Center Drive
Northglenn, Co.

Dear NURA Board,

Thank you for allowing Northglenn Green Holdings, LLC (NGH) to apply for assistance with regard to redevelopment of ¼ acre parcel of property located at SWC of 104th and Bannock St. The property is currently underutilized as a parking lot. NGH is preparing to make a significant financial investment in order to prepare the parcel for the construction of a building that will be occupied by a national retail tenant. One challenge that exists with the parcel is the presence of a utility easement and an associated water line that does not fall within the easement.

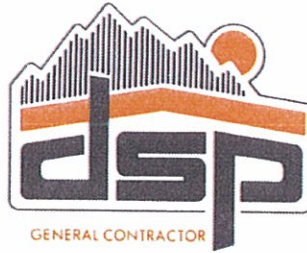
The future building as currently designed would be positioned on top of the water line which is allowed in the City of Northglenn. NGH would like to be reimbursed for the costs related to the relocation of the utility and the creation of proper easement. According to the construction bid, the total expense is to be \$30,370.

NGH is currently in negotiations with a popular beverage retailer that presently does not have an outlet in the City. NGH feels that this future project will be a benefit to not only the Northglenn Greens property and other tenants, but also to the overall City of Northglenn. This project will provide new sales tax revenue to the City. We appreciate the time and consideration that the NURA Board will be giving to our request.

Sincerely,



Northglenn Green Holdings, LLC, Manager
Ryan Carlson



BUILDERS, INC.

4475 E. 74TH AVE., SUITE 201 • COMMERCE CITY, COLORADO 80022-1419 • PHONE 303/289-0666 • FAX 303/289-6918

January 5, 2012

Mr. Ryan Carlson
Northglenn Greens
P.O. Box 247
Eastlake, CO 80614

RE: Starbucks Northglenn

Dear Ryan:

DSP Builders Inc. is pleased to submit this construction proposal to you for the water line relocation. This proposal includes civil design fees as well as the construction of the water line relocation at 104th Avenue and Bannock Street located in Northglenn, CO. The total cost for this project is \$30,371.00. Our proposed scope of work and breakout cost is as follows:

<u>Scope of Services</u>	<u>Cost Breakout</u>
1. <u>Civil Design of Waterline Relocation Only</u>	\$4,000.00
a. Legal Description: Prepare a legal description for the new utility easement for the relocated water and sewer mains. A second legal description will be prepared to vacate the existing easement.	
b. Field survey of waterline relocation.	
c. Water Main Relocation: Prepare a water construction design plan in accordance with Northglenn standards to relocate the existing public main through the property as shown in Attachment 3. Submit the plans to the City of Northglenn for review and approval.	
d. Provide field inspection of waterline relocation construction.	
2. <u>Remove and Relocate Utilities Based on Utility Drawing Sheet #3</u>	\$17,800.00
a. Disconnect (1) EA existing waterline at northside of building. Include 50 LF East and 50 LF South.	
b. Reconnect new relocated waterline to the existing main.	
c. Install 100 LF of new 8" PVC water main.	
d. Install (2) EA new 8" solid sleeve.	
e. Install (2) EA new 8" 45° bends with thrust blocks.	

Mr. Ryan Carlson
Northglenn Greens
January 5, 2012

Page 2 of 2

- f. Sawcutting, demo and haul away of existing curb and gutter, existing asphalt and (1) EA tree and stump in waterline relocation area of work.
 - g. Terminate landscape irrigation as needed.
3. Asphalt Replacement \$3,310.00
- a. Install approximately 660 SF of 7" full depth asphalt where removed.
 - b. Install approximately 60' of new curb and gutter.
4. Mobilization/General Conditions \$5,261.00
- a. Equipment mobilizations.
 - b. Temporary sanitary facilities.
 - c. Safety barricades.
 - d. Supervision.
 - e. Permits.
 - f. Insurance.
 - g. Testing and inspection.
 - h. As-built drawings/blueprints.
- TOTAL COST..... \$30,371.00**

Thank you for the opportunity to bid this project. If you require anything further please feel free to call me at (303) 289-0666.

Sincerely,

DSP BUILDERS, INC.














Robert Krull
Project Manager

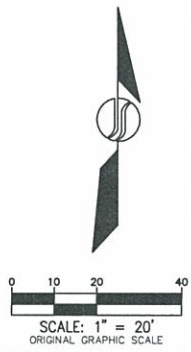
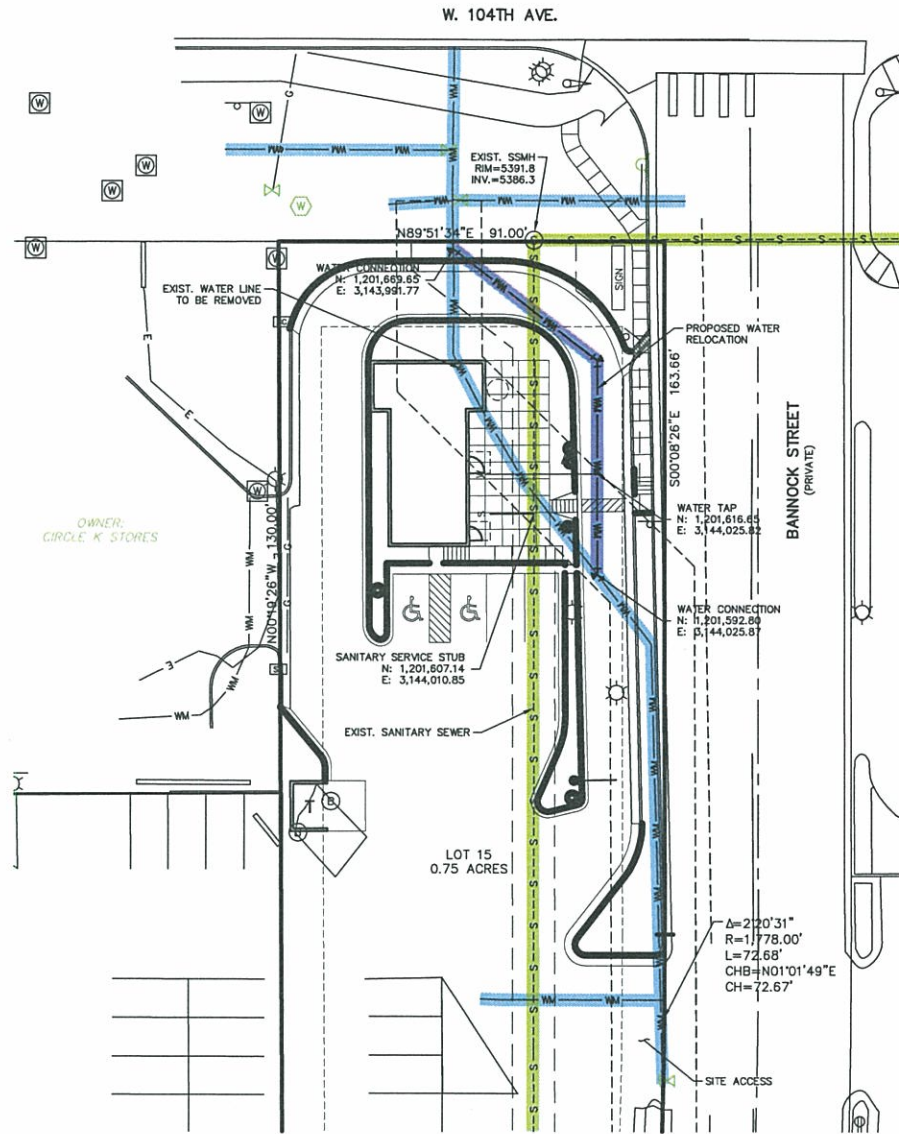
RK/dr

STARBUCKS NORTHGLENN FINAL PUD

LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

LEGEND

-  PROPERTY LINE
-  PROPOSED SANITARY SERVICE
-  PROPOSED WATER SERVICE
-  PROPOSED WATER LINE
-  EXISTING EASEMENT
-  EXISTING CURB & GUTTER
-  EXISTING SANITARY SEWER
-  EXISTING WATER LINE
-  EXISTING GAS LINE
-  EXISTING ELECTRIC LINE
-  EXISTING OVERHEAD ELECTRIC



JANSEN STRAWN
CONSULTING ENGINEERS
1165 G. PENNSYLVANIA STREET, SUITE 120
DENVER, CO 80210
P: 303.581.3333
F: 303.581.3329

No.	Revisions	Date	By	No.	Revisions	Date	By

Scale: 1" = 20'
Date: DECEMBER 9, 2011
Job No.: 11042

UTILITY PLAN

SHEET 3 OF 7

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-87
Series of 2012

Series of 2012

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN NORTHGLENN GREENS HOLDINGS LLC AND THE CITY OF NORTHGLENN

WHEREAS, the Northglenn Greens LLC (the "Owner") owns certain property with a legal description set forth in **Exhibit A** (the "Property");

WHEREAS, Owner has filed an application to develop the property in accordance with an approved Planned Unit Development (PUD);

WHEREAS, pursuant to Section 11-16-4 of the Northglenn Municipal Code, the City Council has accepted the Preliminary and Final PUD for the Property, which Preliminary and Final PUD is attached hereto as **Exhibit B**;

WHEREAS, pursuant to Section 11-16-12 of the Northglenn Municipal Code, a Development Agreement, attached hereto as **Exhibit C**, titled *Development Improvement Agreement*, shall be required when public improvements are necessary to serve the property that is subject to the PUD;

WHEREAS, the City Council, upon reviewing the recommendation and decision by the Planning Commission, hearing the statements of staff, and giving due consideration to the matter, determines as provided below.

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

Section 1. The Development Agreement, attached hereto as **Exhibit C**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

EXHIBIT A
DESCRIPTION OF PROPERTY

LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH
PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF
COLORADO

EXHIBIT B

STARBUCKS NORTHGLENN PRELIMINARY & FINAL PUD

LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



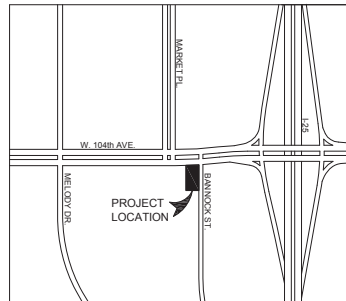
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS

2009 W. Listeron Blvd #210
Littleton, CO 80120
303.794.4727 ph
www.SterlingDesignAssociates.com

NOTES:

1. THE CITY OF NORTHGLENN RESERVES THE RIGHT TO PERIODICALLY REVIEW THIS PUD FOR CONFORMANCE WITH ITS PROPOSED CONSTRUCTION SCHEDULE AND WHEN APPROPRIATE, REZONE THIS PROPERTY TO A DIFFERENT ZONING CLASSIFICATION.
2. ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO CITY OF NORTHGLENN UTILITY STANDARDS AND SPECIFICATIONS.
3. ALL UTILITY TAPS SHALL BE SUPERVISED AND INSPECTED BY CITY OF NORTHGLENN PERSONNEL.
4. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN CONFORMANCE WITH CITY OF NORTHGLENN PUBLIC RIGHT-OF-WAY STANDARDS AND SPECIFICATIONS (LATEST EDITION).
5. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990.
6. PRIOR TO ISSUANCES OF A BUILDING PERMIT, THE CITY MUST REVIEW AND APPROVE THE FOLLOWING:
 - GRADING AND DRAINAGE PLAN AND REPORT
 - EROSION CONTROL PLAN
 - WATER AND SANITARY SEWER UTILITY CONSTRUCTION PLAN
 - LANDSCAPE PLAN
 - COMPLETE CONSTRUCTION PLANS FOR ALL REQUIRED PUBLIC IMPROVEMENTS, GUTTER, SIDEWALK AND TRAIL ON AND ADJACENT TO THIS SITE SHALL BE REQUIRED AS NECESSARY AND BROUGHT TO CURRENT CITY STANDARDS.

LOCATION MAP



PROJECT TEAM

DEVELOPER:
NORTHGLENN GREENS HOLDING LLC
PO BOX 257
ESTESLANE, CO 80614
(303) 457-2866

SURVEYOR:
DEAN GORSO
GORSO MAPPING SERVICES, LLC
3765 BALDERAS STREET
BRIGHTON, CO 80601
(303) 755-8300

ENGINEER:
JAY NEWELL, PE
STERLING DESIGN ASSOCIATES, LLC
2009 W. LITTLETON BLVD, #210
LITTLETON, CO 80120
(303) 794-4727

LANDSCAPE ARCHITECT:
WAYNE STERLING, R.A.
STERLING DESIGN ASSOCIATES, LLC
2009 W. LITTLETON BLVD, #210
LITTLETON, CO 80120
(303) 794-4727

OWNER CERTIFICATE

I, _____ HEREBY AFFIRM
THAT I AM _____ OF
OF THE PROPERTY DESCRIBED HEREIN, KNOWN AS STARBUCKS NORTHGLENN.

OWNER _____ DATE _____

NOTARY PUBLIC _____ DATE _____

ENGINEERS CERTIFICATE

I HEREBY AFFIRM THAT THESE PLANS WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION FOR THE OWNERS THEREOF) IN ACCORDANCE WITH THE PROVISIONS OF CITY OF NORTHGLENN STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS. I UNDERSTAND THAT IT IS THE POLICY OF THE CITY OF NORTHGLENN THAT THE CITY DOES NOT AND WILL NOT ASSUME LIABILITY FOR FACILITIES DESIGNED BY OTHER.

JAY NEWELL _____ DATE _____
FOR AND ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC

APPROVAL LIST

MAYOR _____ DATE _____

PLANNING COMMISSION CHAIRPERSON _____ DATE _____

CITY CLERK _____ DATE _____

DIRECTOR OF PLANNING AND DEVELOPMENT _____ DATE _____

DIRECTOR OF PUBLIC WORKS AND UTILITIES _____ DATE _____

OWNER CERTIFICATE

THIS PRELIMINARY PUD WAS FILED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER IN THE COUNTY OF ADAMS, STATE OF COLORADO, THIS _____ DAY OF _____, 2012, AND ENTERED IN PLAT BOOK _____ AT PAGE _____.

RECEPTION NO. _____

BY: _____
DEPUTY _____

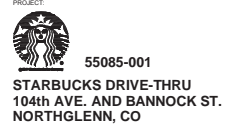
CLERK _____ CLERK AND RECORDER _____

MY COMMISSION EXPIRES: _____

INSTRUMENT NO. _____

STERLING DESIGN ASSOCIATES, LLC	
ISSUES & REVISIONS	
NO: 1 DATE: 06/08/12	BY: WTS
DESCRIPTION: CITY SUBMITTAL	
NO: 2 DATE: 07/18/12	BY: WTS
DESCRIPTION: CITY COMMENTS	
NO: 3 DATE: _____	BY: _____
DESCRIPTION: _____	
NO: - DATE: _____	BY: _____
DESCRIPTION: _____	
NO: _____ DATE: _____	BY: _____
DESCRIPTION: _____	

DATE:	SCALE:
05/18/12	N.T.S.
PROJECT MANAGER:	PROJECT NO.:
WTS	-
DRAWN BY:	DRAWING FILE:
DQB	C201 SP



OWNER:
STARBUCKS COFFEE COMPANY
6380 S. FIDDLERS GREEN CIR., SUITE 450
GREENWOOD VILLAGE, CO 80111

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
1 OF 9

SITE DATA

1. TOTAL SITE AREA: 0.745 ACRES (32,455 SF)
2. EXISTING AND PROPOSED STREETS
 - W. 104TH AVENUE ON NORTH
 - BANNOCK STREET ON EAST (PRIVATE)
 - NO PROPOSED STREETS
3. NO RESIDENTIAL UNITS
4. GROSS SQUARE FOOTAGE NON-RESIDENTIAL FLOOR SPACE
LOT 15 - 9,737 SF (30%) MAXIMUM
5. MINIMUM BUILDING SETBACKS
W. 104TH AVENUE - 20'
WEST - 10'
SOUTH - 10'
EAST - 10'
PARKING - 5'
6. MAXIMUM BUILDING HEIGHTS
- COMMERCIAL - 30'
7. POINTS OF ACCESS
- ONE ACCESS FROM BANNOCK STREET - LOT 15
8. CONCEPTUAL LAND USE

LOT 15	(SF)	(AC)	(%)
BUILDING	500	0.011	1.5
LANDSCAPING	5,399	0.124	16.7
DRIVEWAYS AND PARKING	26,558	0.610	81.8
9. PRELIMINARY LOT LINES
- SHOWN
10. PUBLIC IMPROVEMENTS

CIVIL DESIGN OF WATERLINE RELOCATION ONLY	\$ 4000.00
REMOVE AND RELOCATE UTILITIES BASED ON UTILITY DRAWING SHEET #4	\$17,800.00
ASPHALT REPLACEMENT	\$ 3,310.00
MOBILIZATION/GENERAL CONDITIONS	\$ 5,291.00
TOTAL	\$30,371.00
11. PARKING
- PARKING REQUIREMENTS SHALL BE PER SECTION 11-33.6 OF THE ZONING ORDINANCE EXCEPT AS FOLLOWS
STARBUCKS SHALL PROVIDE ONE (1) SPACE PER TWO (2) EMPLOYEES ON THE LARGEST SHIFT.
12. PUBLIC LAND DEDICATIONS
- NONE
13. CONSTRUCTION SCHEDULE
- LOT 15 - SUMMER 2012
14. ALLOWED USES
- THE USES ALLOWED IN THE PUD WILL BE THE SAME AS IN ZONING C-1.

SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. UTILITY PLAN
4. DRAINAGE AND GRADING PLAN
5. LANDSCAPE PLAN
6. LANDSCAPE DETAILS
7. BUILDING ELEVATIONS
8. SIGNAGE DETAILS
9. SIGNAGE DETAILS

SECTION 16-17-13 POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs

(A) LAND DEVELOPMENT THAT IS SUBJECT TO THE REQUIREMENTS OF THIS ARTICLE MUST ADDRESS STORMWATER RUNOFF QUALITY AND QUANTITY THROUGH THE USE OF PERMANENT BMPs WHICH SHALL BE MAINTAINED IN PERPETUITY.

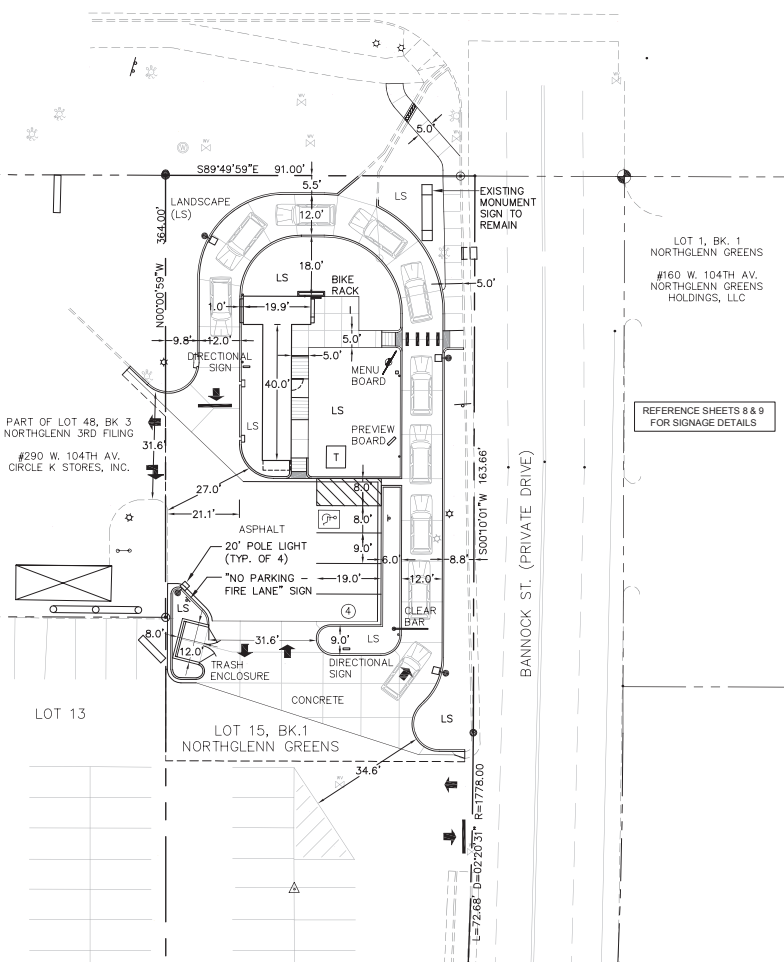
(1) ALL PERMANENT BMPs OF ANY SITE INCLUDING, WITHOUT LIMITATION, DETENTION BASINS, RETENTION BASINS, PONDS, INLETS, OUTLETS, CULFALL DITCHES, AND STRUCTURES FOR WHICH THE OWNER, THE RECD OR HIS OR HER PREDECESSOR-IN-INTEREST OBTAINED APPROVAL FROM THE CITY FOR THE CONSTRUCTION OR ESTABLISHMENT, SHALL BE MAINTAINED IN GOOD REPAIR AND IN SUBSTANTIALLY THE FORM, CONDITION AND NATURE WHICH WAS REPRESENTED AT THE TIME THEY WERE CONSTRUCTED. IT IS THE INTENTION OF THIS SECTION THAT SUCH PERMANENT BMPs, HAVING ONCE BEEN APPROVED FOR CONSTRUCTION OR DEVELOPMENT, SHALL NOT BE ALLOWED TO DETERIORATE TO A CONDITION WHICH IS IN ANY RESPECT INFERIOR TO THE CONDITION OR STATE UPON WHICH THE ORIGINAL APPROVAL FOR CONSTRUCTION OR DEVELOPMENT WAS BASED. FOR PURPOSES OF THIS SECTION, EITHER OR BOTH THE OWNER OR TENANT OF THE STRUCTURE OR REAL PROPERTY SHALL BE CONSIDERED THE RESPONSIBLE PARTY.

**STARBUCKS NORTHGLENN
PRELIMINARY & FINAL PUD**
LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

Sterling Design Associates, llc
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS

2009 W. Listeron Blvd. #210
Littleton, CO 80120
303.794.4722 ph
www.SterlingDesignAssociates.com

WEST 104TH AVENUE



LEGEND

- | | | | |
|--|------------------------|--|------------------------|
| | EXISTING | | PROPOSED |
| | CURB AND GUTTER | | PROPERTY LINE |
| | SIGN | | HANDICAP PARKING SPACE |
| | HANDICAP PARKING SPACE | | LANDSCAPE AREA |
| | LANDSCAPE AREA | | PAINTED TRAFFIC ARROW |
| | PAINTED TRAFFIC ARROW | | PAINTED STOP BAR |
| | PAINTED STOP BAR | | PARKING COUNT |
| | PARKING COUNT | | LIGHT POLE |

LOT 1, BK. 1
NORTHGLENN GREENS
#160 W. 104TH AV.
NORTHGLENN GREENS
HOLDINGS, LLC

REFERENCE SHEETS 8 & 9
FOR SIGNAGE DETAILS


BANNOCK ST. (PRIVATE DRIVE)

STERLING DESIGN ASSOCIATES, LLC

ISSUES & REVISIONS	
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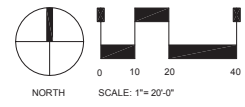


55085-001
STARBUCKS DRIVE-THRU
104th AVE. AND BANNOCK ST.
NORTHGLENN, CO

OWNER:
STARBUCKS COFFEE COMPANY
6380 S. FIDDLERS GREEN CIR., SUITE 450
GREENWOOD VILLAGE, CO 80111

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
2 OF 9

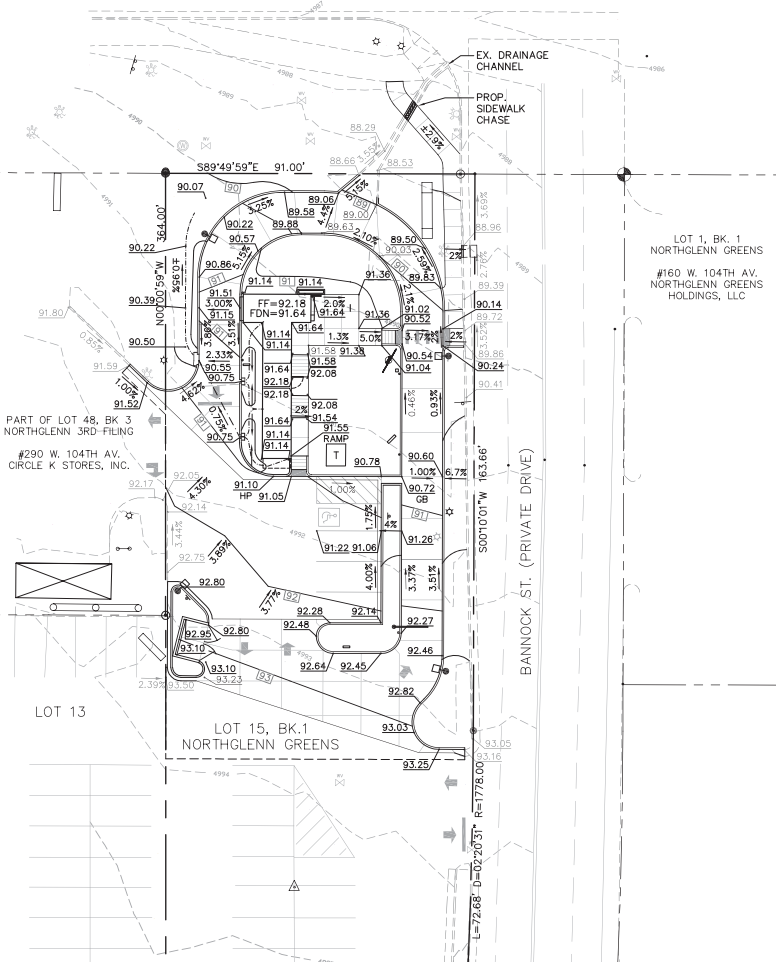


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WEST 104TH AVENUE



LEGEND

EXISTING		PROPOSED
	CURB AND GUTTER	
	PROPERTY LINE	
	LIGHT POLE	
	HANDICAP PARKING SPACE	
	PAINTED TRAFFIC ARROW	
	PAINTED STOP BAR	
	CONTOUR	
	SPOT ELEVATION	
	SLOPE	
	SAWCUT LINE	

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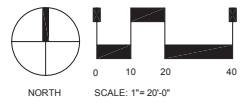


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SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
3 OF 9

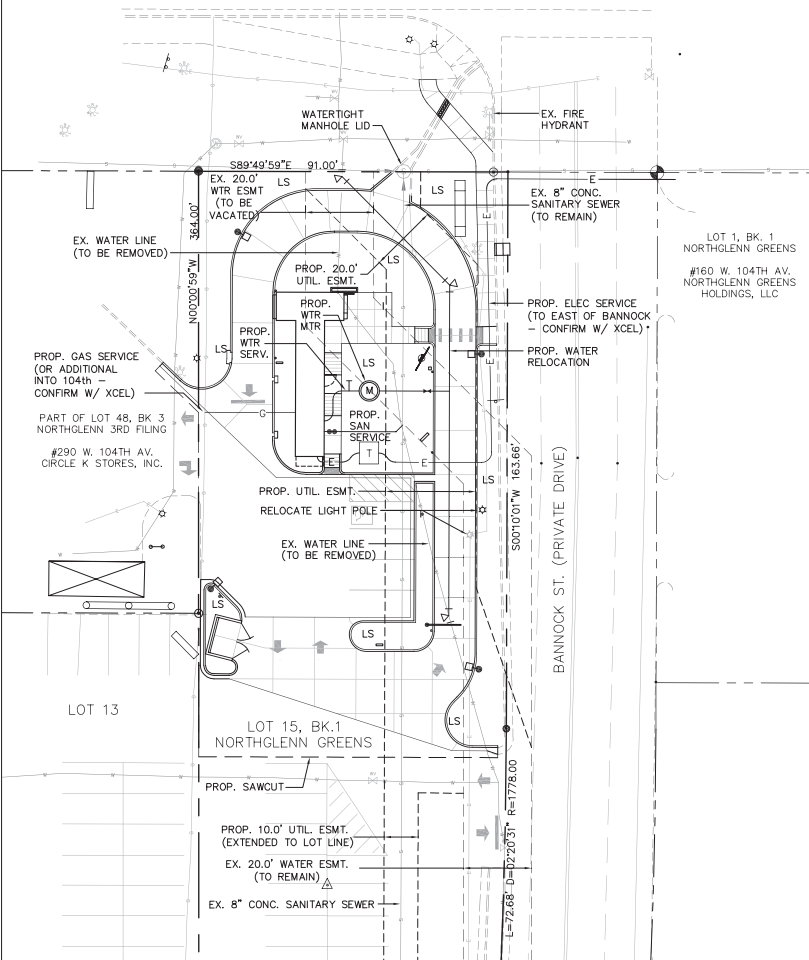


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WEST 104TH AVENUE



LEGEND

EXISTING		PROPOSED
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	PROPERTY LINE	
	LIGHT POLE	
	HANDICAP PARKING SPACE	
	LANDSCAPE AREA	
	PAINTED TRAFFIC ARROW	
	PAINTED STOP BAR	
	WATER LINE	
	SANITARY SEWER	
	GAS LINE	
	ELECTRIC LINE	
	WATER METER	
	FIRE HYDRANT	
	MANHOLE	

NOTES:

ALL PUBLIC WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE CITY OF NORTHGLENN PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. CITY IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER, STORM AND SANITARY SEWER FACILITIES. CITY IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

STERLING DESIGN ASSOCIATES, LLC

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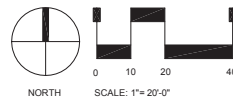
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UTILITY PLAN

SHEET NUMBER:
4 OF 9



STARBUCKS NORTHGLENN PRELIMINARY & FINAL PUD

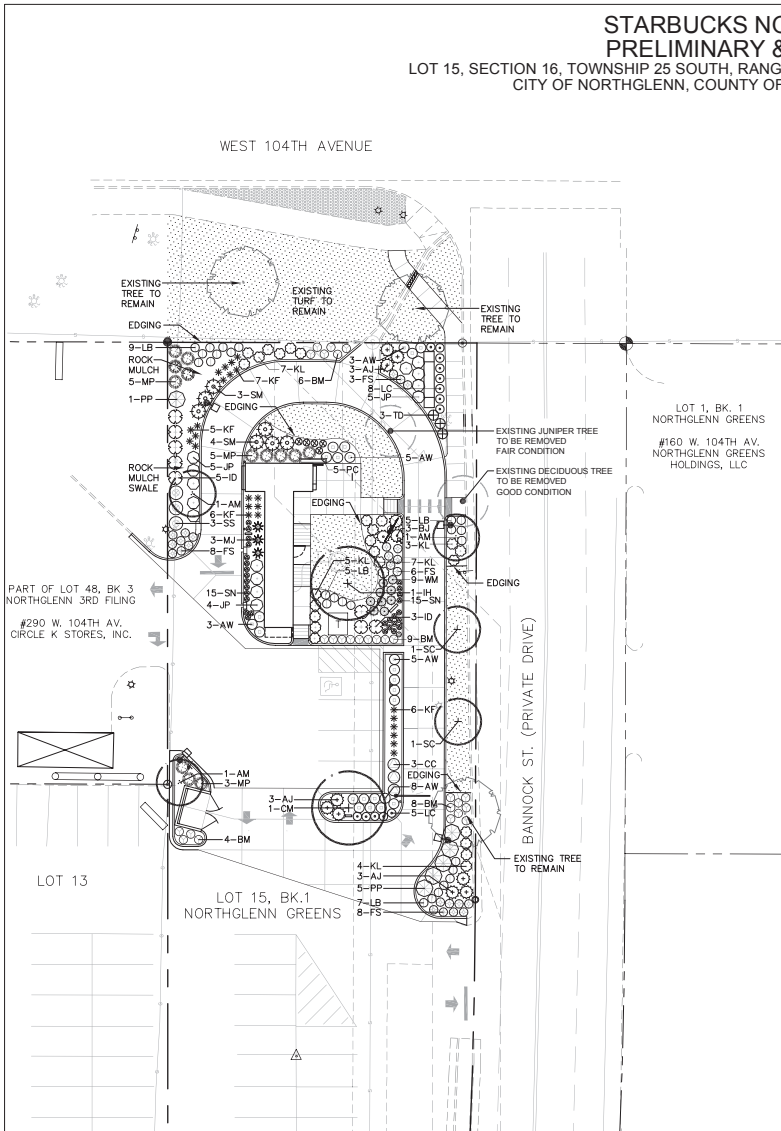
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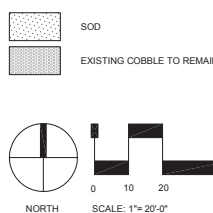
PREPARED UNDER THE DIRECT SUPERVISION OF
WAYNE T. STERLING
COLORADO REGISTRATION NO.144
FOR & ON BEHALF OF: STARLING DESIGN ASSOCIATES, LLC



PLANT LIST

QUAN	SYM	COMMON/BOTANICAL NAME	SIZE	REMARKS
DECIDUOUS TREES				
3	AM	FLAME AMUR MAPLE <i>Acer ginnala</i> 'Flame'	6'-7' HT. 3-5 TRUNKS	FULL CROWN, B&B SPEC. QUALITY
1	CM	CELEBRATION MAPLE	2.5' CAL.	FULL CROWN, STAKED
1	BH	Acer x freemanii 'Celebration'	2.5' CAL.	FULL CROWN, STAKED
2	SC	IMPERIAL HONEYLOCUST <i>Gleditsia triacanthos inermis</i> Imperial SPRING SNOW CRABAPPLE <i>Malus 'Spring Snow'</i>	2.5' CAL.	B&B SPEC. QUALITY FULL CROWN, STAKED B&B SPEC. QUALITY
DECIDUOUS SHRUBS				
24	AW	ANTHONY WATERER SPIREA <i>Spiraea bumalda</i> 'A.W.'	5 GAL. 18"-24" HT.	SPACING 30" O.C. FULL FORM
27	BM	BLUE MIST SPIREA <i>Caryopteris x clandonensis</i>	5 GAL. 18"-24" HT.	SPACING 30" O.C. FULL FORM
25	CC	COMPACT AMERICAN CRANBERRYBUSH <i>Viburnum nitidum</i> 'Baby Cranep'	5 GAL. 15"-24" HT.	SPACING 42" O.C. FULL FORM
3	FS	DWARF FRAGRANT SUMAC <i>Rhus aromatica</i> 'Gro-Low'	5 GAL. 12"-18" HT.	SPACING 30" O.C. FULL FORM
8	ID	ISANTI DOGWOOD <i>Cornus sericea</i> 'Isanti'	5 GAL. 24"-30" HT.	SPACING 48" O.C. FULL FORM
14	JP	JACKMAN POTENTILLA <i>Potentilla fruticosa</i> 'Jackmanii'	5 GAL. 18"-24" HT.	SPACING 42" O.C. FULL FORM
26	KL	DWARF KOREAN LILAC <i>Syringa patula</i> 'Miss Kim'	5 GAL. 24"-30" HT.	SPACING 42" O.C. FULL FORM
6	PP	LENA BROOM <i>Cytisus x Lene'</i>	5 GAL. 12"-18" HT.	SPACING 42" O.C. FULL FORM
7	SM	PURPLE LEAF PLUM <i>Prunus x sistena</i>	5 GAL. 24"-30" HT.	SPACING 60" O.C. FULL FORM
3	SS	SCARLET MEIDLAND ROSE <i>Rosa Meidland</i> 'Scarlet'	5 GAL. 24"-30" HT.	SPACING 42" O.C. FULL FORM
9	WM	SNOWMOUND SPIREA <i>Spiraea nipponica</i> 'Snowmound'	5 GAL. 18"-24" HT.	SPACING 42" O.C. FULL FORM
9	WM	WHITE MEIDLAND <i>Rosa Meidland</i> 'White'	5 GAL. 12"-18" HT.	SPACING 42" O.C. FULL FORM
EVERGREEN SHRUBS				
9	AJ	ARCADIA JUNIPER <i>Juniperus sabina</i> 'Arcadia'	5 GAL. 6"-12" HT.	SPACING 48" O.C. FULL FORM
3	BJ	BUFFALO JUNIPER <i>Juniperus sabina</i> 'Buffalo'	5 GAL. 6"-12" HT.	SPACING 48" O.C. FULL FORM
3	MJ	MEDORA JUNIPER <i>Juniperus scopulorum</i> 'Medora'	5 GAL. 24"-30" HT.	SPACING 60" O.C. FULL FORM
13	MP	SLOWMOUND MUGO PINE <i>Pinus mugo</i> 'Slowmound'	5 GAL. 18"-24" HT.	SPACING 42" O.C. FULL FORM
PERENNIALS, ORNAMENTAL GRASSES				
24	KF	K. FOERSTER FEATHER REED <i>Calamagrostis acutiflora</i> 'Karl Foerster'	5 GAL. ESTABLISHED	SPACING 24" O.C. FULL FORM
13	LC	LAVENDER COTTON <i>Salvia chamaemyrtosus</i>	1 GAL. 12"-18" HT.	SPACING 18" O.C. FULL FORM
5	PC	PURPLE CONEFLOWER <i>Echinacea purpurea</i>	1 GAL. ESTABLISHED	SPACING 24" O.C. FULL FORM
30	SN	SNOW-IN-SUMMER <i>Cerastium tomentosum</i>	1 GAL. ESTABLISHED	SPACING 18" O.C. FULL FORM
3	TD	TANGERINE ORANGE DAYLILY <i>Hemerocallis 'Spelbinder'</i>	1 GAL. ESTABLISHED	SPACING 24" O.C. FULL FORM

LEGEND



STARLING DESIGN ASSOCIATES, LLC

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PROJECT:

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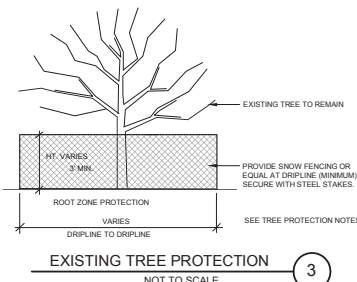
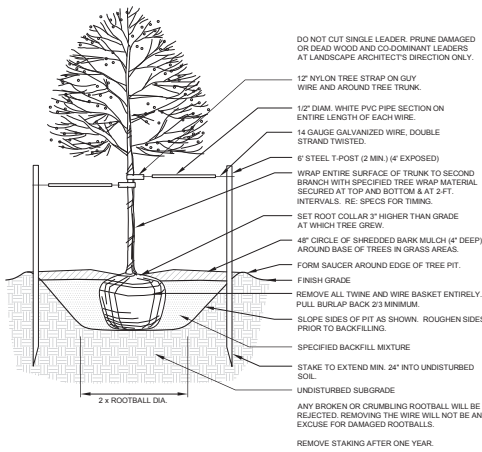
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LANDSCAPE PLAN

SHEET NUMBER:
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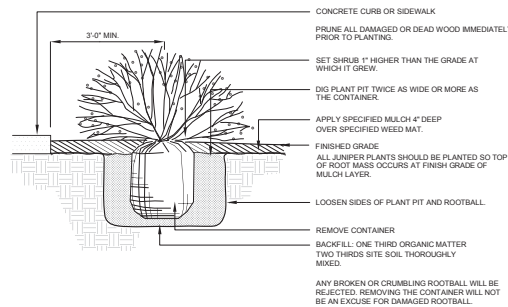
TREE PROTECTION NOTES

- CONTRACTORS SHALL COMPLY WITH THESE NOTES AND THE CITY OF NORTHGLENN STANDARDS FOR ALL EXISTING TREES TO REMAIN.
- TREE PRESERVATION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION AND/OR GRADING ACTIVITIES COMMENCE. CITY OF NORTHGLENN MAY STOP CONSTRUCTION IF TREE PRESERVATION MEASURES ARE NOT IN PLACE AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRIPLINE. FENCING MAY OCCUR AT THE COMBINED DRIPLINES OF GROVES OF TREES PLACE 3 INCH BARK MULCH BENEATH DRIPLINES OF TREES TO BE PRESERVED.
- FENCING SHALL BE 3 FEET TALL SNOW FENCING WITH STEEL POSTS EMBEDDED IN THE GROUND.
- NO GRADING SHALL OCCUR WITHIN THE DRIPLINE/FENCED AREA OF EXISTING TREES.
- NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE STORED WITHIN THE DRIPLINE/FENCED AREA OF EXISTING TREES.
- CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PRESERVATION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED.
- THE CONTRACTOR IS REQUIRED TO HAVE AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) ON SITE IF SITE CONSTRUCTION EFFORTS REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING.
- UNAUTHORIZED TREE REMOVAL OR DAMAGE IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTATION OF ALL EXISTING TREES TO REMAIN, PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. AN EARTH BERM MEASURING MINIMUM 5 FEET IN DIAMETER, AND 6 INCHES IN HEIGHT SHALL BE CONSTRUCTED AT THE BASE OF EACH TREE TO FUNCTION AS A TEMPORARY WATERING BASIN DURING THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO WEATHER AND TREE SPECIES REQUIREMENTS.

SHADE TREE PLANTING

NOT TO SCALE

1



SHRUB PLANTING

NOT TO SCALE

2

LANDSCAPE NOTES

- COORDINATION**
THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL ARCHITECTURAL, MECHANICAL, ELECTRICAL, STRUCTURAL AND IRRIGATION PLANS AND SPECIFICATIONS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.
- COMPLIANCE**
CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES.
- GUARANTEE**
ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR, FROM DATE OF FINAL ACCEPTANCE, AT NO ADDITIONAL COST TO THE OWNER.
- COMPLETION AND MAINTENANCE**
A. FINAL ACCEPTANCE: WITHIN TEN DAYS OF CONTRACTOR'S NOTICE THAT THE ENTIRE PROJECT IS COMPLETE, THE L.A. SHALL REVIEW INSTALLATION. IF FINAL ACCEPTANCE IS NOT GIVEN, THE L.A. SHALL PREPARE A PUNCH LIST OF PENDING ITEMS. THE PUNCH LIST ITEMS SHALL BE COMPLETED BY THE CONTRACTOR WITHIN TEN CALENDAR DAYS FROM DATE ISSUED. SUBSEQUENT REVIEW AND APPROVAL SHALL SIGNIFY ACCEPTANCE.
B. MAINTENANCE: ALL LANDSCAPING SHALL BE MAINTAINED FROM INSTALLATION TO FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, ROLLING, REGRADING, REPLANTING, DISEASE AND INSECT PROTECTION.
- SITE CONDITIONS**
LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS ARE CORRECTED. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISHED GRASSES AND POSITIVE DRAINAGE IN LANDSCAPE AREAS.
- DAMAGE AND CLEANING**
A. CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED DUE TO THIS WORK AT NO ADDITIONAL COST TO THE OWNER.
B. CONTRACTOR SHALL CLEAN ALL AREAS DUE TO THIS WORK AND PROPERLY REMOVE ALL UNUSED MATERIALS FROM SITE.
- RIGHT OF REJECTION**
OWNER/LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY MATERIALS AT ANY TIME. ALL PLANT MATERIALS SHALL MEET THE MINIMUM CURRENT "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN. CONTRACTOR SHALL PROVIDE SAMPLES, SPECS, AND OR TAGS FOR ALL MATERIALS.
- SOIL PREPARATION**
SOD AND SHRUB BED AREAS SHALL RECEIVE SIX INCHES OF APPROVED TOPSOIL. AMEND SOIL WITH FOUR CUBIC YARDS PER THOUSAND SQUARE FEET OF ORGANIC COMPOST. COMPOST TO HAVE A C:N RATIO BETWEEN 15:1 AND 30:1, LESS THAN 6% MINIMUM SALT CONTENT, 4% H BETWEEN 6.5 AND 8.5, AND OVER 50% ORGANIC MATTER. APPLY 5 LBS. OF 20-10-5 GRANULAR FERTILIZER PER THOUSAND SQ. FEET. ROTOTILL AMENDMENTS AND TOPSOIL TO A DEPTH OF SIX INCHES. VERIFY SOIL PREP SPECIFICATIONS WITH WATER PROVIDER STANDARDS. PROVIDE EVIDENCE OF APPLICATION AS REQUIRED.
- SODDING**
SOD SHALL BE "RTF" FESCUE BY GREEN VALLEY TURF (GVT) (903-798-6794). SOIL PREP, INSTALL AND WATER ACCORDING TO GVT GUIDELINES.
- PLANTING**
TREES AND SHRUBS SHALL BE PLANTED PER DETAILS. STAKE AND GUY TREES PER DETAILS. TREE AND SHRUB BED LOCATIONS SHALL BE APPROVED PRIOR TO PLANTING. BACKFILL WITH 1/3 SOIL AMENDMENT AND 2/3 SITE SOIL, THOROUGHLY MIXED. FERTILIZE AS RECOMMENDED WITH AGRIFORM TABLETS.
- EDGER**
INSTALL 4" ROLL-TOP RYERSON STEEL EDGING (1/4 GAUGE WITH GREEN FINISH OR EQUAL). INSTALL WITH STAKES AND SPLICERS PER MANUFACTURER'S RECOMMENDATIONS. INSTALL BETWEEN ALL SOD OR SEEDED AREAS AND MULCHED AREAS.
- MULCH**
INSTALL 1" DIAMETER WESTERN RED CEDAR MULCH A MINIMUM OF 3-4" DEEP (NO FABRIC) UNLESS OTHERWISE SHOWN. RIVER ROCK TO BE WASHED, ROUNDED, AND 1/2" IN SIZE PLACED OVER DEWITT PRO 3 FILTER FABRIC, 3" DEEP. (SUBMIT SAMPLES)
- MAINTENANCE**
THE PROPERTY OWNER OF RECORD, THE OWNER'S AGENT OR TENANT SHALL KEEP ALL LANDSCAPING IN A WELL MAINTAINED AND HEALTHY GROWING CONDITION.

PREPARED UNDER THE DIRECT SUPERVISION OF
WAYNE T. STERLING
COLORADO REGISTRATION NO.144
FOR & ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC

STERLING DESIGN ASSOCIATES, LLC

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STARBUCKS COFFEE COMPANY
6380 S. FIDDLERS GREEN CIR., SUITE 450
GREENWOOD VILLAGE, CO 80111

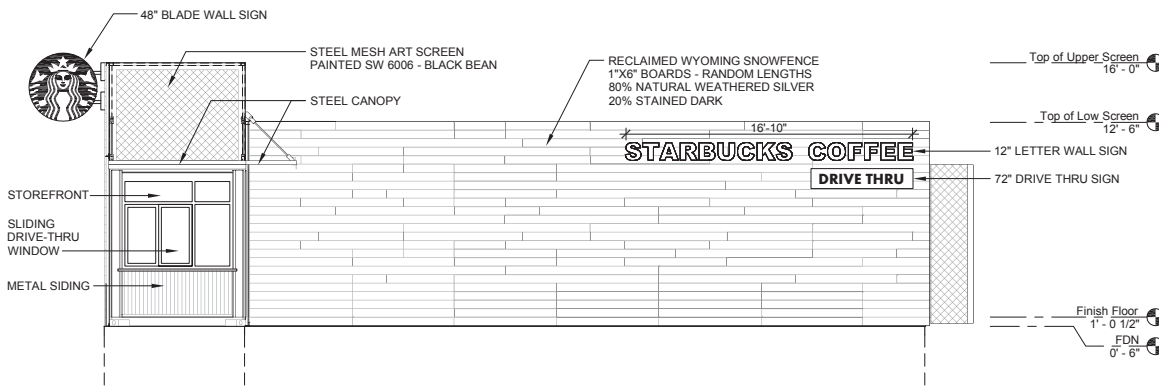
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LANDSCAPE DETAILS

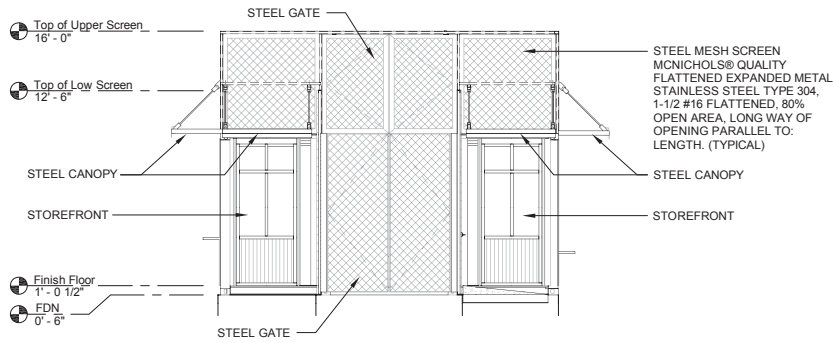
SHEET NUMBER:

6 OF 9

**STARBUCKS NORTHGLENN
PRELIMINARY & FINAL PUD**
LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO




① West Elevation
Scale: 1/4" = 1'-0"



② South Elevation
Scale: 1/4" = 1'-0"

ISSUES & REVISIONS		
NO: 1	DATE: 06/08/12	BY: WTS
DESCRIPTION: CITY SUBMITTAL		
NO: 2	DATE: 07/18/12	BY: WTS
DESCRIPTION: CITY COMMENTS		
NO: 3	DATE: 07/30/12	BY: WTS
DESCRIPTION: OWNER COMMENTS		
NO: -	DATE:	BY:
DESCRIPTION:		
NO: -	DATE:	BY:
DESCRIPTION:		

DATE:	SCALE:
06/06/12	1/4" = 1'-0"
PROJECT MANAGER:	PROJECT NO.:
WTS	-
DRAWN BY:	DRAWING FILE:
DQB	-

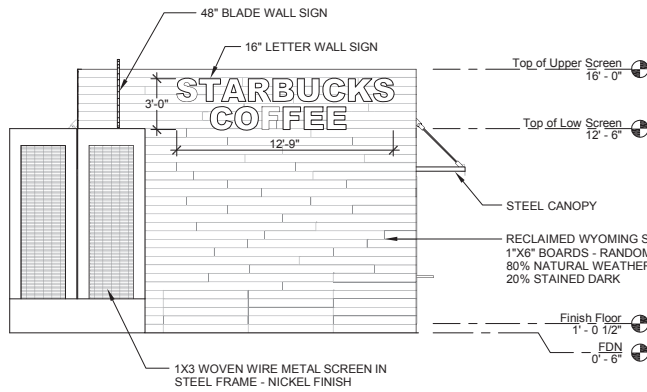
PROJECT:
 **55085-001**
STARBUCKS DRIVE-THRU
104th AVE. AND BANNOCK ST.
NORTHGLENN, CO

OWNER:
 STARBUCKS COFFEE COMPANY
 6380 S. FIDDLERS GREEN CIR., SUITE 450
 GREENWOOD VILLAGE, CO 80111

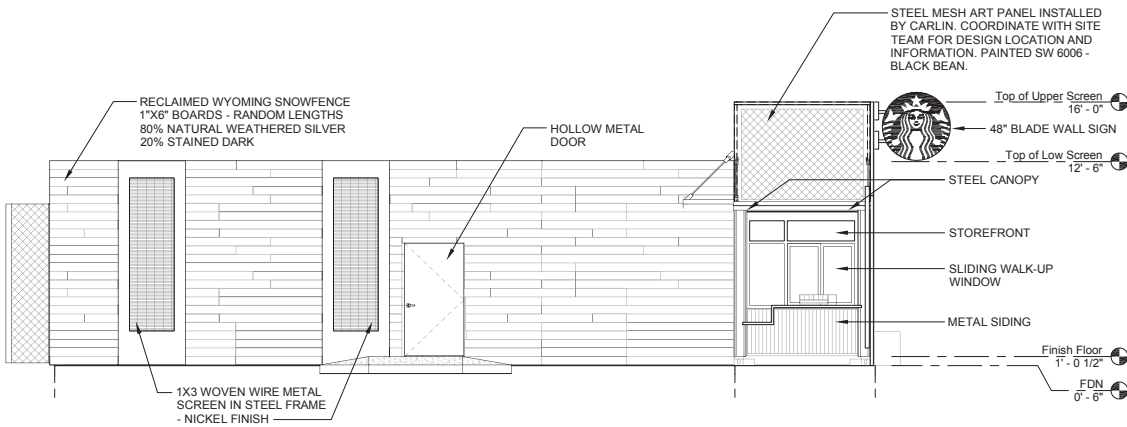
SHEET TITLE:
BUILDING ELEVATIONS

SHEET NUMBER:
7A OF 9

STARBUCKS NORTHGLENN
PRELIMINARY & FINAL PUD
 LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO




① North Elevation
 Scale: 1/4" = 1'-0"



② East Elevation
 Scale: 1/4" = 1'-0"

ISSUES & REVISIONS		
NO: 1	DATE: 06/08/12	BY: WTS
DESCRIPTION: CITY SUBMITTAL		
NO: 2	DATE: 07/18/12	BY: WTS
DESCRIPTION: CITY COMMENTS		
NO: 3	DATE: 07/30/12	BY: WTS
DESCRIPTION: OWNER COMMENTS		
NO: -	DATE:	BY:
DESCRIPTION:		
NO: -	DATE:	BY:
DESCRIPTION:		
NO: -	DATE:	BY:
DESCRIPTION:		

DATE: 06/06/12	SCALE: 1/4" = 1'-0"
PROJECT MANAGER: WTS	PROJECT NO: -
DRAWN BY: DQB	DRAWING FILE: -

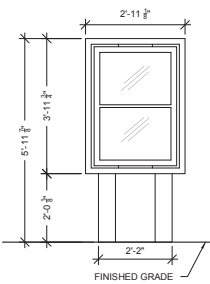
PROJECT:
 **55085-001**
STARBUCKS DRIVE-THRU
104th AVE. AND BNOCK ST.
NORTHGLENN, CO

OWNER:
 STARBUCKS COFFEE COMPANY
 6380 S. FIDDLERS GREEN CIR., SUITE 450
 GREENWOOD VILLAGE, CO 80111

SHEET TITLE:
BUILDING ELEVATIONS

SHEET NUMBER:
7B OF 9

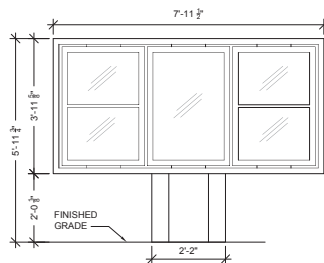
**STARBUCKS NORTHGLENN
PRELIMINARY & FINAL PUD**
LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



**S800 FREESTANDING
PRE-MENU BOARD**

NOT TO SCALE

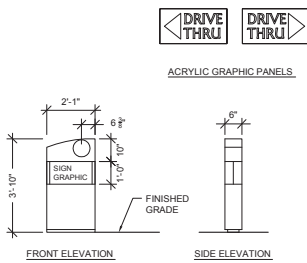
1



**S802 FREESTANDING
5 PANEL MENU BOARD**

NOT TO SCALE

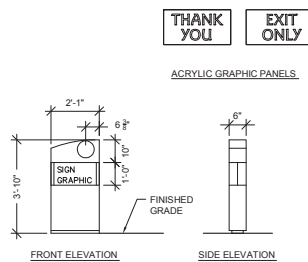
2



**13167 DIRECTIONAL SIGN
ILLUMINATED DOUBLE SIDED**

NOT TO SCALE

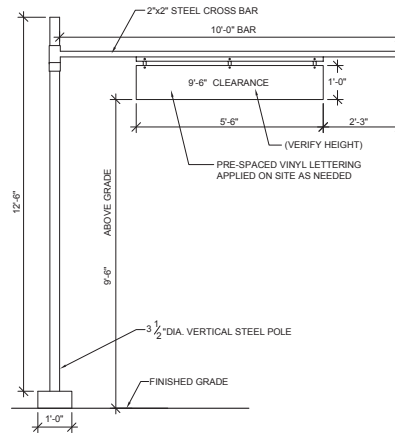
3



**13167 DIRECTIONAL SIGN
ILLUMINATED DOUBLE SIDED**

NOT TO SCALE

4



S613 CLEARANCE BAR

NOT TO SCALE

5

ISSUES & REVISIONS	
NO. 1	DATE: 06/08/12 BY: WTS
DESCRIPTION: CITY SUBMITTAL	
NO. 2	DATE: 07/18/12 BY: WTS
DESCRIPTION: CITY COMMENTS	
NO. 3	DATE: BY:
DESCRIPTION:	
NO. 4	DATE: BY:
DESCRIPTION:	
NO. 5	DATE: BY:
DESCRIPTION:	

DATE:	SCALE:
05/18/12	N.T.S.
PROJECT MANAGER:	PROJECT NO.:
WTS	*
DRAWN BY:	DRAWING FILE:
DQB	C201 SP

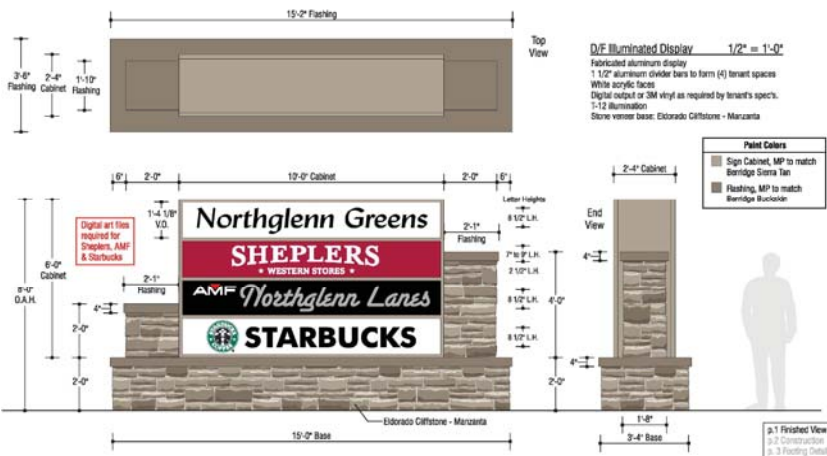
PROJECT:
 **55085-001**
STARBUCKS DRIVE-THRU
104th AVE. AND BANNOCK ST.
NORTHGLENN, CO

OWNER:
 STARBUCKS COFFEE COMPANY
 6380 S. FIDDLERS GREEN CIR., SUITE 450
 GREENWOOD VILLAGE, CO 80111

SHEET TITLE:
SIGNAGE DETAILS

SHEET NUMBER:
8 OF 9

**STARBUCKS NORTHGLENN
PRELIMINARY & FINAL PUD**
LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



EXISTING MONUMENT SIGN

NOT TO SCALE

1

ISSUES & REVISIONS		
NO: 1	DATE: 06/08/12	BY: WTS
DESCRIPTION: CITY SUBMITTAL		
NO: 2	DATE: 07/18/12	BY: WTS
DESCRIPTION: CITY COMMENTS		
NO: 3	DATE: 07/30/12	BY: WTS
DESCRIPTION: OWNER COMMENTS		
NO: -	DATE:	BY:
DESCRIPTION:		
NO:	DATE:	BY:
NO:	DATE:	BY:
NO:	DATE:	BY:

DATE:	SCALE:
05/18/12	N.T.S.
PROJECT MANAGER:	PROJECT NO.:
WTS	-
DRAWN BY:	DRAWING FILE:
DQB	C201 SP

PROJECT:



55085-001

STARBUCKS DRIVE-THRU
104th AVE. AND BANNOCK ST.
NORTHGLENN, CO

OWNER:

STARBUCKS COFFEE COMPANY
6380 S. FIDDLERS GREEN CIR., SUITE 450
GREENWOOD VILLAGE, CO 80111

EXHIBIT C

STARBUCKS NORTHGLENN DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Northglenn, Colorado, a Colorado Municipal Corporation (the City); and Northglenn Greens Holdings, L.L.C., a Colorado Limited Liability Company, (the Developer.) The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City's Mayor.

SECTION 1. RECITALS & REPRESENTATIONS.

1.1 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: attached hereto as **Exhibit A** and hereinafter referred to as the "Property;"

1.2 Owner/Developer represents that it has authority to apply for and process a Preliminary and Final Planned Unit Development for the Property, titled Starbucks Northglenn Preliminary and Final PUD ("PUD"), and is authorized to obtain all necessary approvals and enter into any agreements necessary for the development of the Property (the "Project");

1.3 Owner/Developer plans to develop the Project and such development requires the dedication of easements, construction, installation, and/or improvement of certain public improvements including but not limited to, storm drainage facilities, water and sewer utilities, curb, gutter and sidewalk, and other public and private facilities and improvements as described in the PUD application to serve the proposed development of the Property

1.4 The Developer acknowledges that the required improvements and contributions set forth herein are reasonably attributable to the special impacts which will be generated by the proposed development of the PUD, and that the terms and conditions set forth in this agreement are necessary, reasonable, and appropriate.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which are mutually acknowledged the parties agree as follows:

SECTION 2. AGREEMENT

2.0 DELIVERY OF PUD. Upon the City's approval of the PUD, Owner/Developer shall immediately deliver the original of the PUD, containing all revisions and amendments required by the City Council or as directed by City Staff prior to PUD approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the PUD and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the PUD, two (2) sets of complete and final Construction Plans.

2.1 RECORDATION OF PUD. Owner/Developer shall prepare and submit to the City Clerk the PUD in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder. Failure of Owner/Developer to submit an acceptable PUD as specified in Section 2.8 of this Agreement to the City Clerk within ninety (90) days of the

date of this Agreement shall void PUD approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready PUD 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 PUD 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.

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

2.3 UNDERGROUNDING OF ALL UTILITIES. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the PUD or which are required to be relocated pursuant to this Agreement or as a condition of approval of the PUD. 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.

2.3.1 The Owner/Developer as part of this PUD, prepare and submit a utility easement in form approved by the City Attorney, and shall be recorded with the Adams County Clerk and Recorder's office. Said utility easement shall be approved and recorded prior to the issuance of any building permit.

2.4 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.

2.5 DRAINAGE, RETENTION, AND DETENTION FACILITIES. The Owner/Developer shall construct all drainage, retention, detention and flume facilities in accordance with the Construction Plans approved by the City Engineer.

2.6 CONSTRUCTION OF PUBLIC IMPROVEMENTS. As a condition of approval of the PUD, and prior to the issuance of a certificate of occupancy for any use on the Property, the Owner/Developer shall design, furnish, construct, and install the following public improvements as illustrated on the PUD and the approved Construction Plans ("Public Improvements") at the Owner/Developer's cost and expense: See **Exhibit B – Public Improvements Description**

2.6.1 The Public Improvements shall be designed, furnished, constructed, and installed in accordance with the PUD, 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.

2.6.2 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. 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.

2.7 CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED. Prior to the recordation of the PUD, the Owner/Developer shall provide to the City the following:

2.7.1 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 City of Northglenn Municipal Code, 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 and shall be subject to approval by the City Engineer. Such Public Improvement Plans shall specifically include, by way of illustration but not limitation, 100% complete final construction and engineering plans and drawings; and

2.7.2 Construction cost estimates, as shown in **Exhibit C** 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.

2.8 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

2.8.1 The Owner/Developer plans to construct the Project as identified in Exhibits B and C. Prior to recordation of the PUD and issuance of any permits for development of the Project, the Owner/Developer shall

provide assurance to the City that the project remains unencumbered and free from claims of others so that any reasonable requests of the City for payment, after notice and right to cure as provided in Section 2.8.2, or enforcement may be promptly honored without cost to Northglenn.

- 2.8.2 If the Owner/Developer fails to perform or observe any obligation or condition to be performed by Owner/Developer under this Agreement with respect to the Public Improvements, including but not limited to failure to construct the Public Improvements in accordance with the Public Improvement Plans within the time period herein prescribed, and such default remains uncured for more than thirty (30) days after Owner/Developer's receipt of written notice thereof from Northglenn, Northglenn may cure the default at Owner/Developer's expense and draw on the Collateral from time to time to pay the costs incurred in connection therewith. Northglenn shall be entitled to draw against such Collateral to pay for Northglenn's costs and expenses incurred in contracting for said work and Public Improvements, including the cost of obtaining required permits from the City or any other applicable jurisdiction plus a five percent (5%) administrative fee to cover costs associated with completing the Public Improvements described herein.

2.9 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS. The Owner/Developer shall complete construction of the Public Improvements within Twelve (12) Months of the date on which the Owner/Developer provides Collateral 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:

- 2.9.1 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
- 2.9.2 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.
- 2.9.3 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements 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.

2.9.4 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 Collateral ("Final Acceptance").

2.10 RELEASE OF COLLATERAL. Upon Construction Acceptance of the Public Improvements, the City shall release the Collateral, retaining, however, Ten Percent (10%) until Final Acceptance of the Public Improvements by the City at the conclusion of the Warranty Period as set forth in Section 2.11 of this Agreement.

2.11 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.

2.12 CERTIFICATES OF OCCUPANCY. The City of Northglenn shall not issue a Certificate of Occupancy for any non-public structure or use until the City has issued the Owner/Developer the certificate granting probationary acceptance of the Public Improvements pursuant to subsection 2.9.3 of this Agreement.

2.13 ADDITIONAL DEVELOPER OBLIGATIONS.

2.13.1 The Owner/Developer shall prepare a Cross Access Easement Agreement for the adjacent property, as depicted on the PUD, for the purposes of granting delivery vehicle access through the Property.

2.13.2 The Owner/Developer shall cause to be dedicated on the PUD a sanitary sewer and water easement as more particularly described in **Exhibit D**, attached hereto and incorporated herein by this reference. Upon completion and Construction Acceptance of the water and sanitary sewer improvements contained in Exhibit D, the City shall cause to be vacated those water and sanitary sewer easements more particularly described in **Exhibit E**, attached hereto and incorporated herein by this reference.

2.14 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 PUD, 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 PUD.

- 2.15 BREACH BY THE OWNER/ DEVELOPER; THE CITY'S REMEDIES. In the event of a breach of any of the terms and conditions of this Agreement by the Owner/Developer, the City Council shall be notified immediately and the City may take such action as permitted and/or authorized by law, this agreement or the ordinances and Charter of the City as the City deems necessary to protect the public health, safety and welfare; and to protect the citizens of the City from hardship and undue risk. The remedies include, but are not limited to:
- 2.15.1 The refusal to issue any building permit or certificate of occupancy;
 - 2.15.2 The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
 - 2.15.3 A demand that the collateral given for the completion of the Public Improvements be paid or honored; or
 - 2.15.4 Any other remedy available at law.
- 2.16 Unless necessary to protect the immediate health, safety and welfare of the City, or to protect the interest of the City with regard to collateral given for the completion of the Public Improvements, the City shall provide the Owner/Developer thirty (30) days written notice of its intent to take any action under this paragraph, during which thirty day period the Owner/Developer may cure the breach described in the notice and prevent further action by the City.
- 2.17 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 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.
- 2.18 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, Colorado 80233.
- 2.19 DELAYS. The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, 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 and which are agreed to by the Parties as justifying delay.

- 2.20 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 PUD is intended to waive or modify any applicable provision of state or local law.
- 2.21 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.
- 2.22 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 PUD, 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.
- 2.23 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.
- 2.24 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.
- 2.25 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.

- 2.26 SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 2.27 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.
- 2.28 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 Drive, Colorado 80233.
- 2.29 REVIEW OF REFERENCED DOCUMENTS. The Owner/Developer hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Northglenn Municipal Code, Zoning Ordinance, Subdivision Regulations, and engineering specifications were in existence prior to the execution of this Agreement, and are presently, available for review and inspection, during regular business hours, at the City Hall, 11701 Community Center Dr, Northglenn, Colorado. The Owner/Developer has reviewed such documentation, or elected not to review such documentation, prior to execution of this Agreement.
- 2.30 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.

EXECUTED the day and year first above written.

CITY OF NORTHGLENN

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

NORTHGLENN GREENS HOLDINGS, LLC

By: _____

Its: _____

ACKNOWLEDGMENTS

State of COLORADO)
County of ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
by _____, Manager of Northglenn Greens Holdings, LLC, a
Colorado Limited Liability Company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

LOT 15, SECTION 16, TOWNSHIP 25 SOUTH, RANGE 68 WEST OF THE 6TH
PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF
COLORADO

EXHIBIT B & C



BUILDERS, INC.

4475 E. 74TH AVE., SUITE 201 • COMMERCE CITY, COLORADO 80022-1419 • PHONE 303/289-0666 • FAX 303/289-6918

January 5, 2012

Mr. Ryan Carlson
Northglenn Greens
P.O. Box 247
Eastlake, CO 80614

RE: Starbucks Northglenn

Dear Ryan:

DSP Builders Inc. is pleased to submit this construction proposal to you for the water line relocation. This proposal includes civil design fees as well as the construction of the water line relocation at 104th Avenue and Bannock Street located in Northglenn, CO. The total cost for this project is \$30,371.00. Our proposed scope of work and breakout cost is as follows:

<u>Scope of Services</u>	<u>Cost Breakout</u>
1. <u>Civil Design of Waterline Relocation Only</u>	\$4,000.00
a. Legal Description: Prepare a legal description for the new utility easement for the relocated water and sewer mains. A second legal description will be prepared to vacate the existing easement.	
b. Field survey of waterline relocation.	
c. Water Main Relocation: Prepare a water construction design plan in accordance with Northglenn standards to relocate the existing public main through the property as shown in Attachment 3. Submit the plans to the City of Northglenn for review and approval.	
d. Provide field inspection of waterline relocation construction.	
2. <u>Remove and Relocate Utilities Based on Utility Drawing Sheet #3</u>	\$17,800.00
a. Disconnect (1) EA existing waterline at northside of building. Include 50 LF East and 50 LF South.	
b. Reconnect new relocated waterline to the existing main.	
c. Install 100 LF of new 8" PVC water main.	
d. Install (2) EA new 8" solid sleeve.	
e. Install (2) EA new 8" 45° bends with thrust blocks.	

- f. Sawcutting, demo and haul away of existing curb and gutter, existing asphalt and (1) EA tree and stump in waterline relocation area of work.
 - g. Terminate landscape irrigation as needed.
3. Asphalt Replacement \$3,310.00
- a. Install approximately 660 SF of 7" full depth asphalt where removed.
 - b. Install approximately 60' of new curb and gutter.
4. Mobilization/General Conditions \$5,261.00
- a. Equipment mobilizations.
 - b. Temporary sanitary facilities.
 - c. Safety barricades.
 - d. Supervision.
 - e. Permits.
 - f. Insurance.
 - g. Testing and inspection.
 - h. As-built drawings/blueprints.
- TOTAL COST..... \$30,371.00**

Thank you for the opportunity to bid this project. If you require anything further please feel free to call me at (303) 289-0666.

Sincerely,

DSP BUILDERS, INC.



Robert Krull
Project Manager

RK/dr

EXHIBIT D
SANITARY SEWER & WATER EASEMENT

SITUATED IN PART OF THE
W 1/2 SECTION 15, T2S, R68W, OF THE 6TH PM
ADAMS COUNTY, COLORADO

SHEET 1 OF 2

LEGAL DESCRIPTION: (PROPOSED SANITARY SEWER AND WATER MAIN EASEMENT)

THAT PARCEL OF LAND LOCATED IN A PART OF LOT 15, BLOCK 1, NORTHGLENN GREENS, AND A PART OF THE PRIVATE DRIVE FOR BANNOCK STREET AS DESCRIBED IN BOOK 2824 AT PAGE 782, AND SITUATED IN THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 15, THENCE N89°49'59"W ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE, A DISTANCE OF 25.66 FEET TO THE POINT OF BEGINNING;

THENCE S00°13'12"W, A DISTANCE OF 10.47 FEET;
THENCE S44°49'59"E, A DISTANCE OF 23.58 FEET;
THENCE S00°10'01"W, A DISTANCE OF 95.06 FEET;
THENCE S19°07'55"E, A DISTANCE OF 49.78 FEET TO THE EASTERLY LINE OF AN EXISTING WATER MAIN EASEMENT AS DESCRIBED IN BOOK 2551, AT PAGE 343; THENCE LEAVING SAID EASTERLY LINE S89°59'01"W, A DISTANCE OF 20.00 FEET TO THE WESTERLY LINE OF SAID EXISTING EASEMENT; THENCE S00°00'59"E ALONG SAID WESTERLY LINE A DISTANCE OF 13.48 FEET; THENCE LEAVING SAID WESTERLY LINE N89°12'51"W, A DISTANCE OF 13.33 FEET; THENCE S00°13'12"W, A DISTANCE OF 174.22 FEET; THENCE N89°46'48"W, A DISTANCE OF 63.86 FEET TO A POINT ON THE WEST LINE OF SAID LOT 15 BEING 7.26 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 15; THENCE N00°00'59"W, ALONG SAID WEST LINE OF LOT 15, A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID WEST LINE S89°46'48"E, A DISTANCE OF 53.90 FEET; THENCE N00°13'12"E, A DISTANCE OF 318.06 FEET; THENCE N44°49'59"W, A DISTANCE OF 33.66 FEET; THENCE N00°00'59"W, A DISTANCE OF 4.93 FEET TO AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE; THENCE S89°49'59"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 33.84 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7593 SQUARE FEET (0.174 ACRES) MORE OR LESS.

BASIS OF BEARINGS: THE SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE, ALSO BEING THE NORTH LINE OF NORTHGLENN GREENS SUBDIVISION EXTENDED, BEARS S89°49'59"E BETWEEN A 2.5" ALUMINUM CAP STAMPED PLS 2149 FOR THE NORTHWEST CORNER OF LOT 14, BLOCK 1, SAID NORTHGLENN GREENS SUBDIVISION AND A 1.5" ALUMINUM CAP FLUSH WITH A CONCRETE GUTTER PAN FOR THE NW CORNER OF LOT 1, BLOCK 1, SAID NORTHGLENN GREENS SUBDIVISION ACCORDING TO GPS/RTK OBSERVATIONS ON APRIL 5, 2012.

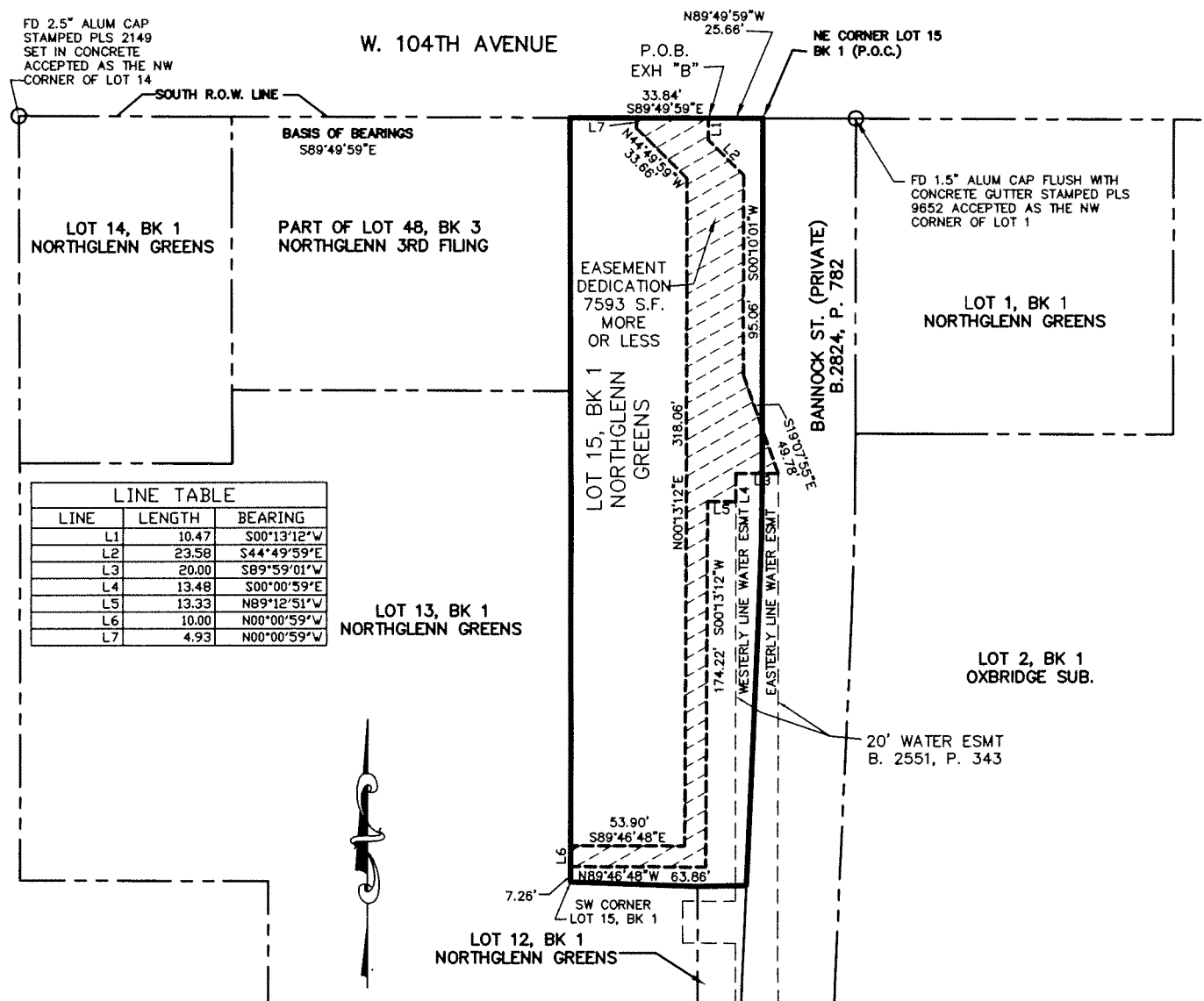
PREPARED BY: _____
DEAN F. GLORSO, PLS #16109
FOR AND ON BEHALF OF
GLORSO MAPPING SERVICES, LLC

SHEET 1 OF 2

EXHIBIT D SANITARY SEWER & WATER EASEMENT

SITUATED IN PART OF THE
W 1/2 SECTION 15, T2S, R68W, OF THE 6TH PM
ADAMS COUNTY, COLORADO

SHEET 2 OF 2



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.47	S00°13'12"W
L2	23.58	S44°49'59"E
L3	20.00	S89°59'01"W
L4	13.48	S00°00'59"E
L5	13.33	N89°12'51"W
L6	10.00	N00°00'59"W
L7	4.93	N00°00'59"W

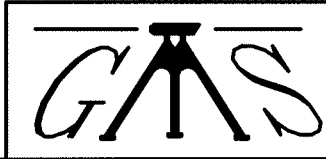


GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

REV. ESMT DEDICATION 3 AUG 2011
DATE: JULY 19, 2012
C:\SDSK\PROJ\PAR-3\2249CALC.DWG (EXH B-2)



Glorso Mapping Services, LLC
3765 Balderas St.
Brighton, CO 80801
dfglorso@comcast.net
303-755-8300

SHEET 2 OF 2

EXHIBIT E
VACATION OF WATER EASEMENT

SITUATED IN PART OF THE
W 1/2 SECTION 15, T2S, R68W, OF THE 6TH PM
ADAMS COUNTY, COLORADO

SHEET 1 OF 2

LEGAL DESCRIPTION: (VACATION OF A PORTION OF WATER MAIN EASEMENT)

THAT PART OF A WATER MAIN EASEMENT AS DESCRIBED IN BOOK 2551, AT PAGE 343, AND LOCATED IN A PORTION OF LOT 15, BLOCK 1, NORTHGLENN GREENS, AND A PORTION OF THE PRIVATE DRIVE FOR BANNOCK STREET AS DESCRIBED IN BOOK 2824, AT PAGE 782, AND SITUATED IN THE WEST ONE-HALF OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 15, THENCE N89°49'59"W ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE, A DISTANCE OF 39.51 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID WATER MAIN EASEMENT AS DESCRIBED IN BOOK 2551, AT PAGE 343; THENCE ALONG THE EASTERLY LINE OF SAID EASEMENT FOR THE FOLLOWING THREE (3) COURSES;

- 1) S00°00'59"E, A DISTANCE OF 37.10 FEET;
- 2) THENCE S45°00'59"E, A DISTANCE OF 65.65 FEET;
- 3) THENCE S00°00'59"E, A DISTANCE OF 85.81 FEET TO A POINT;

THENCE LEAVING SAID EASTERLY LINE S89°59'01"W, A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID EASEMENT; THENCE ALONG SAID WESTERLY LINE FOR THE FOLLOWING THREE (3) COURSES;

- 1) N00°00'59"W, A DISTANCE OF 77.53 FEET;
- 2) THENCE N45°00'59"W, A DISTANCE OF 65.65 FEET;
- 3) N00°00'59"W, A DISTANCE OF 45.45 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE;

THENCE S89°49'59"E, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID VACATION PARCEL CONTAINS 3772 SQUARE FEET (0.087 ACRES) MORE OR LESS.

BASIS OF BEARINGS: THE SOUTH RIGHT OF WAY LINE OF WEST 104TH AVENUE, ALSO BEING THE NORTH LINE OF NORTHGLENN GREENS SUBDIVISION EXTENDED, BEARS S89°49'59"E BETWEEN A 2.5" ALUMINUM CAP STAMPED PLS 2149 FOR THE NORTHWEST CORNER OF LOT 14, BLOCK 1, SAID NORTHGLENN GREENS SUBDIVISION AND A 1.5" ALUMINUM CAP FLUSH WITH A CONCRETE GUTTER PAN FOR THE NW CORNER OF LOT 1, BLOCK 1, SAID NORTHGLENN GREENS SUBDIVISION ACCORDING TO GPS/RTK OBSERVATIONS ON APRIL 5, 2012.

PREPARED BY: _____

DEAN F. GLORSO, PLS #16109
FOR AND ON BEHALF OF
GLORSO MAPPING SERVICES, LLC

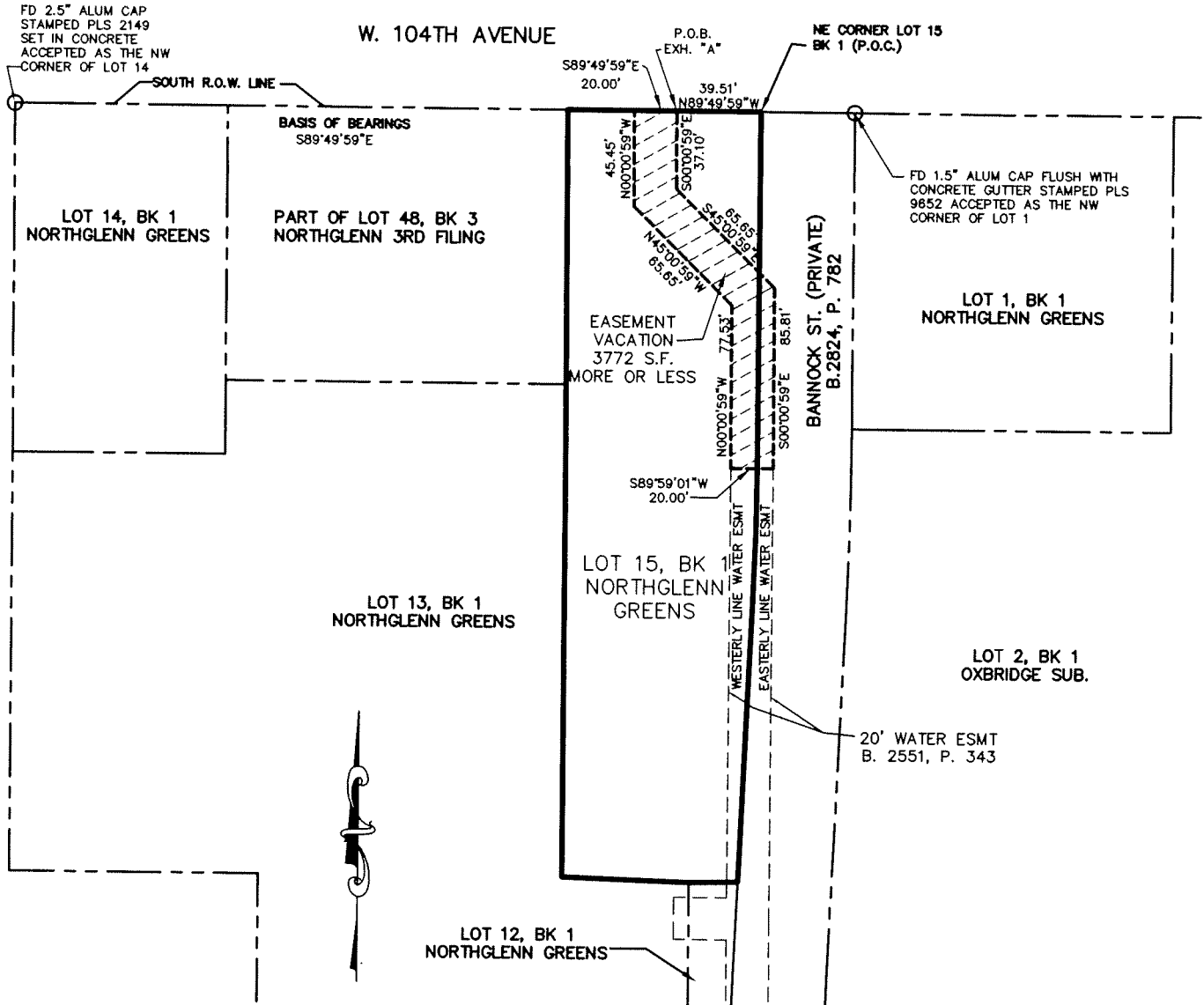
SHEET 1 OF 2



EXHIBIT E VACATION OF WATER EASEMENT

SITUATED IN PART OF THE
W 1/2 SECTION 15, T2S, R68W, OF THE 6TH PM
ADAMS COUNTY, COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

SHEET 2 OF 2

TYPO REV AUG 3, 2012
DATE: JULY 19, 2012
C:\SDSK\PROJ\PAR-3\2249CALC.DWG (EXH A-2)



Glorso Mapping Services, LLC
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303-755-8300