

DEVELOPMENT CONSTRUCTION PERMIT

Permit Number: 11-08 Issuance Date: 7/28/11

Project Name: 415 S. Mason

Project A.K.A.: _____

Project Location: 415 S. Mason

Permittee: Andre Mouton

City and developer contacts: *See attached Exhibit "A" for names and phone numbers of all contact persons for this project.*

Fees:	Permit Application Fee (paid at the time of application)	\$ <u>400.00</u>
	Construction Inspection Fee (paid prior to issuance of this permit)	\$ <u>1259.28</u>
	Total	\$ <u>1659.28</u>

Development Bond or other approved security:

Amount of security deposited with the City to guarantee the completion of all public improvements to be constructed as shown on the approved plans for the development.

\$ 37,043.63

Form of security deposited with the City: ~~CMS# 157107~~ LOC

PERFORMANCE REQUIREMENTS OF THIS PERMIT:

1. The Permittee shall be responsible to require their Project Engineer to incorporate into all design drawings and specifications the certification of all materials testing by an Engineer. The Permittee shall have an Engineer prepare revised design drawings and secure City approval for all revisions to the Utility Plans and related documents. The Permittee shall have an Engineer represent, as required by the City in the Development Agreement, that the improvements are constructed in conformance with the approved Utility Plans and the standards and specifications of the City. The Permittee shall provide "as-constructed" plans prepared by an Engineer prior to the City's acceptance of the constructed public improvements. (All references above to the terms "Project Engineer" and "Engineer" shall mean a Professional Engineer licensed in Colorado.)
2. All contractors who perform work on this project must be bonded and licensed in conformance with City requirements.

3. Construction time restrictions: _____

4. The applicant understands that additional permits may be required for this development project and the applicant shall secure those permits directly from the issuing departments.

5. This permit, along with a complete set of all approved plans and documents for this project (utility plans, site plan, landscape plan, development agreement, soils report, pavement design, traffic study, drainage report, plat easements and any other official documents), shall be kept on the development site available for use by City staff doing inspections.

6. Permit Expiration (in accordance with Section 29-12 of the Transitional Land Use Regulations or Section 2.6.3(K) of the Land Use Code, whichever is applicable):

a. If construction has not begun within sixty (60) days from the date of issuance of this permit, this permit shall expire and the applicant will **forfeit the permit fee** paid for this permit, whereupon the applicant must re-apply for a new permit.

b. In addition, this permit shall expire one year from the date of issuance. The applicant may apply for an extension by reapplication at least two weeks prior to the expiration date. Such application shall contain information sufficient to justify the granting of the extension. An extension may be granted for up to six months.

7. Building permits and certificates of occupancy will only be issued when all conditions contained in the Development Agreement and Sections 3.3.2(C) and (D) of the Land Use Code or Sections 29-678 and 29-679 of the Transitional Land Use Regulations, whichever is applicable, are met. If the Development Agreement does not specify times for completion of public improvements, or if there is no Development Agreement, then the improvement requirements specified in Section 24-95 of the City Code shall apply, which provides that construction of all improvements shall be required prior to the time of issuance of the first building permit.

8. Acceptance by the City of the public improvements shall be after (1) final inspection has been conducted by the City; (2) punch list items from the final inspection are completed and accepted by the City; and (3) required certifications from the licensed professional engineer that improvements are completed to City standards, specifications and approved Utility Plans; and the "as-constructed" plans have been received and accepted by the City.

9. The warranty on street improvements is for five (5) years from the date of acceptance by the City of the completed improvements, in accordance with Sections 29-13 and 29-14 of the Transitional Land Use Regulations and/or Sections 2.2.3(C)(3)(g), 3.3.1(C)(2), and 3.3.2(C) of the Land Use Code, as applicable.

10. The City Erosion Control Inspector must be notified at least twenty-four (24) hours prior to any

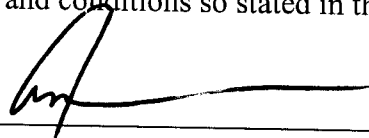
planned construction on this project. All required perimeter silt fencing and other erosion/sediment control best management practices (BMP's) that can be installed prior to construction must be in place and inspected by the City Erosion Control Inspector before any land disturbing activity begins.

11. No work (including grading) shall be started in State Highway right-of-way until a permit is issued by the Colorado Department of Transportation to allow such work to begin.

12. Other conditions: _____

Permittee's acknowledgment signature:

By signing this permit I acknowledge that I am acting with the knowledge, consent, and authority of the owners of the property (including all owners having legal or equitable interest in the real property, as defined in Section 1-2 of the City Code; and including common areas legally connected to or associated with the property which is the subject of this application) without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit City officials to enter upon the property for purposes of inspection and, if necessary, to enter upon such property to perform work required of the applicant if the applicant were to fail to perform the required work. I also acknowledge that I have read this permit document with all its requirements and conditions, and I agree to all of the terms and conditions so stated in this permit.

Applicant/Project Manager's Signature:  Date: 7/27/2011

Approval for issuance:

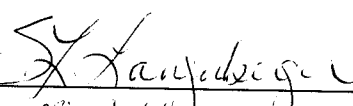
City Engineer Approval:  Date: 7/28/11
for Helen Pfeiffer (Permit Issuance Date)

EXHIBIT "A"

DEVELOPMENT PROJECT CONTACT PERSONS

Project Name: 415 S Mason

Project A.K.A.: NA

City Staff Contact Persons:

Development Engineer:

Susan Joy, 281 N. College Ave., Fort Collins, CO 80521

Office 970-221-6581 Fax 970-221-6378

Email: sjoy@fcgov.com

Construction Inspector:

Dan Peterson, 281 N. College Ave., Fort Collins, CO 80521

Office 970-222-8780 Fax 970-221-6378

Email: dpeterson@fcgov.com

Current Planner:

Ted Shepard, 281 N. College Ave., Fort Collins, CO 80521

Office 970-221-6343 Fax 970-221-6378

Email: tshepard@fcgov.com

Water Utilities Engineer:

Roger Buffington, 700 Wood St., Fort Collins, CO 80521

Office 970-221-6854 Fax 970-221-6619

Email: rbuffington@fcgov.com

Erosion Control Inspector:

D.A. Black, 700 Wood Street, Fort Collins, CO 80521

Cell 970-218-3011 Fax 970-221-6619

Email: dblack@fcgov.com

Natural Resources:

Lindsay Ex, 281 N. College Ave., Fort Collins, CO 80521

Office 970-224-6143 Fax 970-221-6378

Email: lex@fcgov.com

Traffic Operations:

Syl Mireles, 626 Linden Street, Fort Collins, CO 80521
Office 970-221-6815 Fax 970-6282
Email: smireles@fcgov.com

Transportation Planning:

Matthew Wempe, 215 N. Mason, Fort Collins, CO 80521
Office 970-416-2040 Fax 221-6239
Email: mwempe@fcgov.com

Forestry:

Ralph Zentz, 215 N. Mason, Fort Collins, CO 80521
Office 970-224-6302 Fax 970-221-6586
Email: rzentz@fcgov.com

Light and Power:

Doug Martine, 700 Wood Street, Fort Collins, CO 80521
Office 970-224-6152 Fax 970-221-6619
Email: dmartine@fcgov.com

Developer' Contact Persons:

Project Manager:

Andre Mouton, Mason 415 LLC, 415 S Mason St, FC 80521
Office 970-412-7677 Cell 970-412-7677
Email: amouton99@msn.com

Developer:

Andre Mouton, Mason 415 LLC, 415 S Mason St, FC 80521
Office 970-412-7677 Cell 970-412-7677
Email: amouton99@msn.com

Owner(s):

Andre Mouton, Mason 415 LLC, 415 S Mason St, FC 80521
Office 970-412-7677 Cell 970-412-7677
Email: amouton99@msn.com

Planner:

Greg Howes, R3 Design Architecture, 355 Bellair Ct, Broomfield, CO 80020
Office 303-439-0822
Email: r3design@earthlink.net

Project Engineer:

Kevin Brazelton, Northern Engineering, 200 S. College, Ste 100, FC 80521
Office 970-221-4158 Fax 970-221-4159
Email: Kevin@northernengineering.com

General Contractor:

Bryon Holloway, Thunderpup Construction, Inc., 309 S Link Ln, FC 80521
Office 970-224-9200 Fax 970-224-2062
Email: bryon@thunderpup.com

1. All dimensions are in feet and inches.

2. All bearings are in degrees, minutes, and seconds.

3. All distances are in feet and inches.

4. All areas are in square feet.

5. All volumes are in cubic feet.

6. All weights are in pounds.

7. All pressures are in pounds per square foot.

8. All temperatures are in degrees Fahrenheit.

9. All heights are in feet.

10. All depths are in feet.

11. All diameters are in feet.

12. All radii are in feet.

13. All angles are in degrees, minutes, and seconds.

14. All bearings are in degrees, minutes, and seconds.

15. All distances are in feet and inches.

16. All areas are in square feet.

17. All volumes are in cubic feet.

18. All weights are in pounds.

19. All pressures are in pounds per square foot.

20. All temperatures are in degrees Fahrenheit.

21. All heights are in feet.

22. All depths are in feet.

23. All diameters are in feet.

24. All radii are in feet.

25. All angles are in degrees, minutes, and seconds.

26. All bearings are in degrees, minutes, and seconds.

27. All distances are in feet and inches.

28. All areas are in square feet.

29. All volumes are in cubic feet.

30. All weights are in pounds.

31. All pressures are in pounds per square foot.

32. All temperatures are in degrees Fahrenheit.

33. All heights are in feet.

34. All depths are in feet.

35. All diameters are in feet.

36. All radii are in feet.

37. All angles are in degrees, minutes, and seconds.

38. All bearings are in degrees, minutes, and seconds.

39. All distances are in feet and inches.

40. All areas are in square feet.

41. All volumes are in cubic feet.

42. All weights are in pounds.

43. All pressures are in pounds per square foot.

44. All temperatures are in degrees Fahrenheit.

45. All heights are in feet.

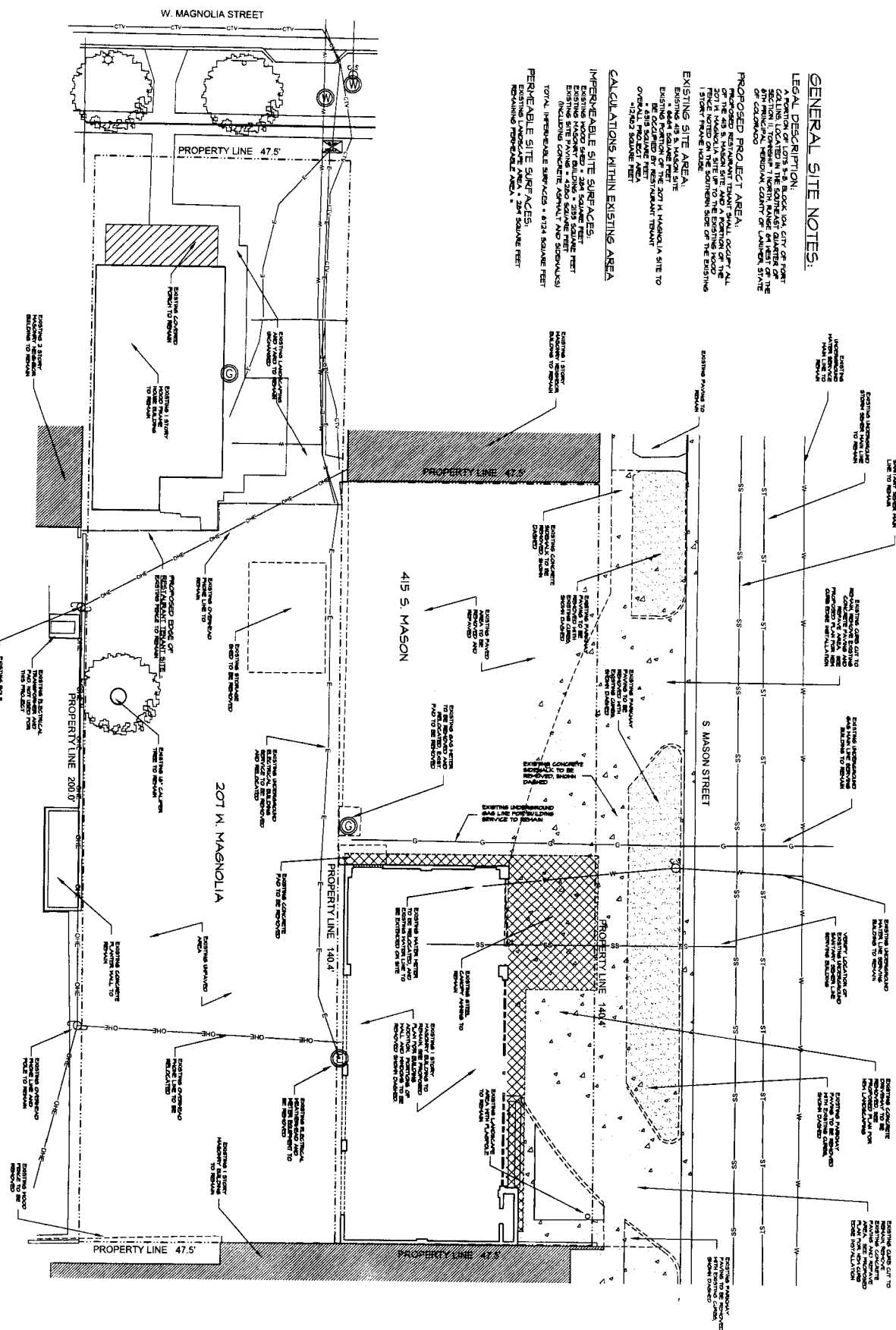
46. All depths are in feet.

47. All diameters are in feet.

48. All radii are in feet.

49. All angles are in degrees, minutes, and seconds.

50. All bearings are in degrees, minutes, and seconds.



GENERAL SITE NOTES:

LEGAL DESCRIPTION:
A PORTION OF LOTS 134 BLOCK 104 CITY OF FORT COLLINS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 T12N R10W COUNTY OF WASHINGTON STATE OF COLORADO

PROPOSED PROJECT AREA:

PROPOSED RESTAURANT TENANT SHALL OCCUPY ALL 207.0' X 140.4' AREA OF THE EXISTING CONCRETE AND MASONRY BUILDING ON THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE EXISTING 415 S. MASON STREET.

EXISTING SITE AREA:

EXISTING 415 S. MASON STREET BUILDING SHALL BE DEMOLISHED AND THE OCCUPATION OF THE 207.0' X 140.4' AREA OF THE EXISTING CONCRETE AND MASONRY BUILDING ON THE SOUTHWEST CORNER OF THE EXISTING 415 S. MASON STREET.

CALCULATIONS WITHIN EXISTING AREA

IRREMOVABLE SITE SURFACES:

EXISTING MASONRY BUILDING - 207.0 SQUARE FEET
EXISTING CONCRETE DRIVEWAY AND SIDEWALKS
TOTAL IRREMOVABLE SURFACES - 4124 SQUARE FEET

REMOVABLE SITE SURFACES:

EXISTING ASPHALT DRIVEWAY AND SIDEWALKS
TOTAL REMOVABLE SURFACES - 2400 SQUARE FEET

EXISTING SITE PLAN - PROPOSED DEMOLITION
INCLUDING PROPOSED RESTAURANT TENANT SITE
SCALE 1/8" = 1'-0"



	<p>MINOR AMENDMENT APPLICATION PROPOSED RESTAURANT EXISTING SITE PLAN</p>	<p>415 SOUTH MASON STREET, FORT COLLINS, CO</p>
<p>DATE: 1/28/12 DRAWN BY: JLD CHECKED BY: JLD DATE: 5/26/12</p>	<p>395 Bellvue Broomfield CO 80020 Phone: 303.440.1199 Fax: 303.440.1198</p>	

Proposed Project Schedule at 415 S. Mason

The proposed project schedule for public improvements to be constructed underground, to include all private improvements that are required to be inspected by the City Construction Inspectors will approximately 14 days. Actual time and dates are to be determined upon approval of a building permit.

"PROJECT QUANTITIES AND COST ESTIMATE SHEET"

A	B	C	D	E	F	G	H
1	415 South Mason Street		July 20th, 2011				
2	OFF SITE DEVELOPMENT WORK						

DESCRIPTION LIST ALL PUBLIC AND APPLICABLE PRIVATE IMPROVEMENTS)	UNITS OF MEASURE	ESTIMATED QUANTITY (PROVIDED BY THE PROJECT ENGINEER)	INFRASTRUCTURE CONSTRUCTION COST PER UNIT OF MEASURE (COST ESTIMATE APPROVED BY THE CITY)	TOTAL ESTIMATED INFRASTRUCTURE COST	INSPECTION FEE PER UNIT (PROVIDED BY THE CITY)	TOTAL INSPECTION FEE
Storm Sewer - NA						
reinforced Concrete Pipe	L.F.		\$67.98	\$0.00	\$0.70	\$0.00
rench	L.F.	30	\$10.00	\$300.00	\$0.70	\$70.00
oncrete Headwall	C.Y.		\$550.00	\$0.00	\$3.50	\$0.00
Water Quality Outlet Structure	C.Y.		\$4,407.00	\$0.00	\$3.50	\$0.00
ll Inlet Types	EACH		\$2,800.00	\$0.00	\$103.00	\$0.00
retaining Wall (8")	C.Y.		\$115.00	\$0.00	\$3.50	\$0.00
anhole	EACH	1	\$3,190.80	\$3,190.80	\$103.00	\$103.00
Water & Sanitary Sewer						
Sanitary Sewer Main	L.F.		\$54.31	\$0.00	\$0.70	\$0.00
Water Main / Fire Line	L.F.	139	\$35.00	\$4,865.00	\$0.70	\$97.30
rench	L.F.	160	\$10.00	\$1,600.00	\$0.70	\$112.00
Water/Sewer Service Line Stub	EACH	1	\$1,500.00	\$1,500.00	\$70.00	\$70.00
re Hydrant	EACH		\$2,127.00	\$0.00	\$70.00	\$0.00
anhole	EACH		\$2,535.00	\$0.00	\$103.00	\$0.00
lives	EACH	1	\$838.00	\$838.00	\$70.00	\$70.00
eter Pit (1")	EACH		\$1,092.00	\$0.00	\$35.00	\$0.00
eter Pit (1-1/2")	EACH	1	\$2,500.00	\$2,500.00	\$35.00	\$35.00
eter Pit (3")	EACH		\$3,000.00	\$0.00	\$35.00	\$0.00
itting (Bend, Tee, Cross)	EACH	1	\$345.00	\$345.00	\$35.00	\$35.00
Water Main Connection	EACH	1	\$1,550.00	\$1,550.00	\$35.00	\$35.00
Street System						
ading	Yd ³		\$59.98	\$0.00		
ement	Ton	91	\$75.00	\$6,797.08	\$1.50	\$103.00
urb & Gutter	L.F.	102	\$35.00	\$3,570.00	\$1.00	\$122.00
atched Sidewalk	L.F.	144	\$39.00	\$5,616.00	\$1.00	\$164.00
estrian Ramps	L.F.	10	\$50.00	\$500.00	\$1.00	\$70.00
ron/ Drive Approach	S.F.	456	\$8.50	\$3,871.75	\$0.45	\$172.98
ossplan	S.F.		\$8.50	\$0.00		\$0.00

TOTAL INSPECTION FEE \$1,259.28

TOTAL PUBLIC INFRASTRUCTURE COST \$37,043.63



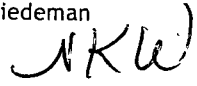
July 20th, 2011

PRIVATE IMPROVEMENTS REQUIRING CITY INSPECTIONS WILL NEED TO BE INCLUDED. HOWEVER PRIVATE IMPROVEMENTS WILL NOT BE INCLUDED
THE TOTAL INFRASTRUCTURE COST FOR BONDING.

City of Fort Collins Utilities

700 Wood Street
 PO Box 580
 Fort Collins, CO 80522

PAYMENT RECEIPT

CUSTOMER NAME		CUSTOMER ADDRESS		CUSTOMER PHONE NUMBER	DATE
Andre Mouton		415 S. Mason Fort Collins, CO 80524			June 22, 2011
PERMIT NUMBER	JOB - SUBDIVISION	JOB ADDRESS	PAYMENT TYPE	CHECK #	AMOUNT
		415 S Mason St.	check	1007	\$3,000.00
FOR			RECEIVED BY:		
<input checked="" type="checkbox"/> Erosion Control Escrow	<input type="checkbox"/> Flood Plain Use Permit	Nancy Wiedeman 			
<input type="checkbox"/> Grading Escrow	<input type="checkbox"/> Lease or Water Rental				



10403 WEST COLFAX AVENUE LAKEWOOD, COLORADO 80215 303-232-2000

August 4, 2011

City of Fort Collins
Engineering Department
281 N. College Ave.
Fort Collins, Colorado 80524

Dear Sirs:

COPY

We hereby establish, at the request and for the account of Mason 415, LLC, in your favor as beneficiary, our Irrevocable Letter of Credit No. 811-4603, in the amount of Thirty Seven Thousand Forty Three and 63/100 Dollars (\$37,043.63) (as more fully described below), effective immediately and expiring at the close of banking business on August 4, 2012, at our office at 10403 West Colfax Avenue, Lakewood, Colorado 80215.

This Letter of Credit is intended for the funding required for the 415 S. Mason DCP Development Project ("Development Project") for the assurance of the completion of the construction and the maintenance and repair of the public infrastructure in connection with the aforesaid development project and its associated development agreement and development construction permit. Funds under this Letter of Credit are available to you for one or more drawings prior to the close of business on August 4, 2012, against sight drafts in an aggregate cumulative amount not to exceed \$37,043.63, dated the date of presentment, drawn on our office referred to above, referring thereon to the number of this Letter of Credit and accompanied by your written certificate signed by you and acknowledged as therein provided in the form of Exhibit 1 hereto.

Presentation of such draft and certificate shall be made at our office referred to above.

Upon the earlier of (i) our honoring your draft(s) totaling \$37,043.63 in the aggregate presented on or before this Letter of Credit expires pursuant to the terms herein or (ii) the surrender to us by you of this Letter of Credit for cancellation, this Letter of Credit shall automatically terminate.

It is understood that the amount of this Letter of Credit may be reduced as public improvements are constructed and accepted by the City. As components of the infrastructure are satisfactorily completed in accordance with approved utility plans, the value of the completed components may be established from the Development Construction Permit worksheet for determining costs of infrastructure construction and inspection fees, whereupon the amount of this letter of credit may be reduced by the value of the completed component(s), upon execution of a "Request for Amendment to Letter of Credit" in the form attached hereto as Exhibit 2 .

This letter of credit shall be subject to the Uniform Commercial Code as in effect in the State of Colorado, and, to the extent not inconsistent with the terms of this Letter of Credit and the Uniform Commercial Code, the Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC publication number 600.

This Letter of Credit will be automatically extended without amendments for one year from the present, and each future, expiration date thereof, unless Issuer delivers written notice at least sixty (60) days prior to any such expiration date to the City of Fort Collins of its intent not to renew this Letter of Credit. Any such notice shall be in writing and shall be delivered with an acknowledged receipt, either in hand or by certified mail. Any requests for amendments to this Letter of Credit shall be made in the form of Exhibit 2 attached hereto.

The City may at any time request that the Bank amend this Letter of Credit by submitting to the Bank a fully executed certificate in the form of Exhibit 2. The Bank may thereafter promptly issue an amendment to the Letter of Credit corresponding to the change or changes requested in such certificate.

This Letter of Credit is not transferable.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificate and draft(s) referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate and draft(s).

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn M. Davis". The signature is fluid and cursive, with a large loop at the end.

Dawn M. Davis
Senior Vice President

Issuing company name: FirstBank
Address: 10403 West Colfax Avenue, Lakewood, CO 80215
Phone Number: 303-232-3000

EXHIBIT 1

CERTIFICATE

The City of Fort Collins hereby certifies as follows with respect to the certain Irrevocable Letter of Credit No. _____ dated _____, _____, established in favor of the City of Fort Collins, Colorado (the "Letter of Credit"):

- (a) He (She) is authorized to execute this Certificate of behalf of the City of Fort Collins;
- (b) The applicant/developer is in default under the terms of the development agreement and/or the development construction permit.
- (c) The sum of \$ _____, which is the amount of the draft presented with this Certificate, is the amount currently due to the City of Fort Collins from _____;
- (d) The amount of the accompanying draft together with all previous draws under the Letter of Credit do not exceed in the aggregate \$ _____; and
- (e) The Letter of Credit has not expired.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of behalf of the City of Fort Collins this _____ day of _____, _____.

THE CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

By:
[Title]

EXHIBIT 2

Request for Amendment or Release of Letter of Credit # _____

The City of Fort Collins certifies that the person signing below is authorized to execute this Request for Amendment or Release of Letter of Credit on behalf of the City of Fort Collins, and further certifies with respect to the provisions contained in the Development Construction Permit dated _____, and/or the Development Agreement dated _____, between the City of Fort Collins (Beneficiary) and _____ (Developer), the following:

[Check applicable boxes.]

- The Letter of Credit is to be reduced to \$_____.
- The expiration date of the Letter of Credit is revised to be _____.
- The 60-day automatic one year renewal provision contained in the Letter of Credit is no longer in effect.
- Release Original Letter of Credit upon receipt of separate replacement Maintenance Letter of Credit in the amount of _____. (current value).
- Release Letter of Credit.

In witness whereof, the undersigned has executed this certificate on behalf of the City of Fort Collins this _____ day of _____, _____.

CITY OF FORT COLLINS, COLORADO
a Colorado municipal corporation

By:
(Name and Title)