

DEVELOPMENT CONSTRUCTION PERMIT

Permit Number: 07-17 Issuance Date: 5-30-07

Project Name: Agnew Car Wash

Project Location: SE Corner of Mulberry and Lemay on Frontage road

Permittee: Devon K. Smith – McCauley Constructors, Inc., PO Box 200, 700 Automation Drive, Suite H, Windsor, CO 80550

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 - paid</u>
	Construction Inspection Fee (paid prior to issuance of this permit)	\$ <u>1,645.00</u>
	Total	\$ <u>2,045.00</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.

\$ 46,154.00

Form of security deposited with the City: L.O.C.

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: N/A
-
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.

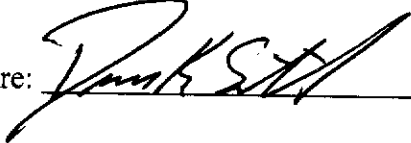
10. The City Erosion Control Inspector must be notified at least twenty-four (24) hours prior to any planned construction on this project. All required perimeter silt fencing and other erosion/sediment control best management practices (BMP's) that can be installed prior to construction must be in place 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: N/A

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: 5/30/07

Approval for issuance:

City Engineer Approval:  Date: 5/30/07
(Permit Issuance Date)

EXHIBIT "A"

DEVELOPMENT PROJECT CONTACT PERSONS

Development Engineer: Randy Maizland
281 N. College Avenue, Fort Collins, Co 80524
(970) 416-2292
rmaizland@fcgov.com

Construction Inspector: ~~DAVE BURKE~~
Wayne Lenard – Senior Construction Inspector
281 N. College Avenue, Fort Collins, Co 80524
(970) 221-6605
(970) 218-1740

Current Planner: Ted Sheppard
281 N. College Avenue, Fort Collins, Co 80524
(970) 221-6343

Water Utilities Engineer: Roger Buffington
700 Wood Street, Fort Collins, Co 80521
(970) 221-6700

Erosion Control Inspector: Jay Barber
700 Wood Street, Fort Collins, Co 80521
(970) 224-6063

Traffic Operations: Eric Bracke
625 Ninth Street, Fort Collins, Co 80524
(970) 224-6062

Street closures: Syl Mireles
625 Ninth Street, Fort Collins, Co 80524
(970) 221-6815

Transportation Planning: David Averill
210 E. Olive, Fort Collins, Co 80524
(970) 416-2643

Forestry: Tim Buchanan
281 N. College, Fort Collins, Co 80524
(970) 221-6361

Light and Power: Alan Rutz
700 Wood Street, Fort Collins, Co 80521
(970) 224-6153

Developer's Contact Persons:

Project Manager:

John Agnew and Andrea Agnew
P.O. Box 827
Frisco, CO 80443
(970) 481-5544
Fax (970) 481-5544 John
Fax (970) 485-0286 Andrea
OwnCarWash@aol.com
silverwash@aol.com

Owner:

John Agnew and Andrea Agnew
P.O. Box 827
Frisco, CO 80443
(970) 481-5544
Fax (970) 481-5544 John
Fax (970) 485-0286 Andrea
OwnCarWash@aol.com
silverwash@aol.com

Developer:

John Agnew and Andrea Agnew
P.O. Box 827
Frisco, CO 80443
(970) 481-5544
Fax (970) 481-5544 John
Fax (970) 485-0286 Andrea
OwnCarWash@aol.com
silverwash@aol.com

Project Engineer:

James T. Jones – Jones Engineering Assoc., Inc.
2120 W. Littleton Blvd., Suite 205
Littleton, CO 80120
(303) 738-0283 office
(303) 385-0611 cell
fax (303) 738-0285
brian@jonesea.com

Architect:

Norm Herman – N.C.A.R.B. – Archodey Architects
2100 W. Littleton Blvd., Suite 200
Littleton, CO 80120
(303) 385-1203 office
(303) 738-0285 fax
normherman@arcoddev.com



May 30, 2007

COPY

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

Dear Sirs:

We hereby establish, at the request and for the account of John Agnew and Andrea Agnew, in your favor as beneficiary, our Irrevocable Letter of Credit No. 562, in the amount of Forty six Thousand one hundred fifty four Dollars (\$46,154.00) (as more fully described below), effective immediately and expiring at the close of banking business on May 30, 2008 at our office at 3227 S. Timberline Road, Fort Collins, CO 80525.

This Letter of Credit is intended for the funding required for the construction of car wash located at 1171 E. Mulberry, Fort Collins, CO 80524 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 May 30, 2008 against sight drafts in an aggregate cumulative amount not to exceed \$46,154.00, 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 \$46,154.00 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

(970) 203-6100

www.homestatebank.com

300 E. 29th Street 935 N. Cleveland 1355 E. Eisenhower 3605 W. E. 1000 S. 1000 S.

Loveland This unofficial copy was downloaded on Sep-22-2020 from the City of Fort Collins Public Records Website: <http://citydocs.fcgov.com>
For additional information or an official copy, please contact Engineering Office 281 North College Fort Collins, CO 80521 USA



Member FDIC

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, 1993 revision, ICC publication number 500.

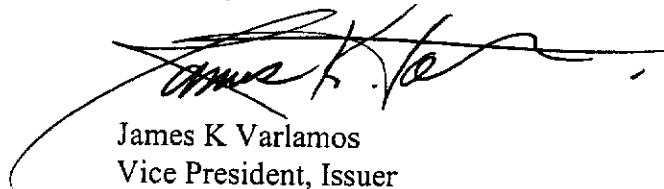
This Letter of Credit will be automatically extended without amendments for one year from the present, and each future, expiration date thereof, unless Issuer delivers written notice at least sixty (60) days prior to any such expiration date to the City of Fort Collins of its intent not to renew this 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 amendments to this Letter of Credit shall be made in the form of Exhibit 2 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,



James K Varlamos
Vice President, Issuer

Issuing company name: Home State Bank
Address: 3227 South Timberline Road, Fort Collins, CO 80525
Phone Number: 970.203.6100

EXHIBIT 1

CERTIFICATE

The City of Fort Collins hereby certifies as follows with respect to the certain Irrevocable Letter of Credit No. 562 dated May 30, 2007 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 \$46,154.00, which is the amount of the draft presented with this Certificate, is the amount currently due to the City of Fort Collins from John and Andrea Agnew;
- (d) The amount of the accompanying draft together with all previous draws under the Letter of Credit do not exceed in the aggregate \$46,154.00; 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 # 562

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)

"PROJECT QUANTITIES AND COST ESTIMATE SHEET"

A	B	C	D	E	F	G	H
1	2	3	4	5	6	7	8
Agnew Car	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
7	Storm Sewer						
8	Reinforced Concrete Pipe	L.F.	45	\$35.00	\$1,575.00	\$0.70	\$70.00
9	Trench	L.F.	045	\$0.00	\$0.00	\$0.70	\$0.00
10	Concrete Headwall	C.Y.	0	\$0.00	\$0.00	\$3.50	\$0.00
11	Water Quality Outlet Structure	C.Y.	1	\$2,500.00	\$2,500.00	\$3.50	\$75.00
12	All Inlet Types	EACH	0	\$0.00	\$0.00	\$103.00	\$0.00
13	Manhole	EACH	1	\$1,800.00	\$1,800.00	\$103.00	\$103.00
14							
15	Water & Sanitary Sewer						
16	Sanitary Sewer Main	L.F.	0	\$0.00	\$0.00	\$0.70	\$0.00
17	Water Main	L.F.	0	\$0.00	\$0.00	\$0.70	\$0.00
18	6" Waterline	L.F.	5	\$35.00	\$175.00	\$0.70	\$70.00
19	Bore for sanitary service line	EACH	1	\$8,000.00	\$8,000.00	\$0.00	\$0.00
20	Sanitary Service Line Stub	EACH	1	\$1,000.00	\$1,000.00	\$70.00	\$70.00
21	Water Service Line Stub	EACH	1	\$500.00	\$500.00	\$70.00	\$70.00
22	Relocate Fire Hydrant	EACH	1	\$500.00	\$500.00	\$70.00	\$70.00
23	Meter Pit (2")	EACH	1	\$2,500.00	\$2,500.00	\$35.00	\$35.00
24	Water Main Connection	EACH	1	\$500.00	\$500.00	\$35.00	\$35.00
25							
26	Street System						
27	Grading	L.S.	100	\$5.00	\$500.00		
28	Pavement	S.Y.	1,269	\$16.00	\$20,304.00	\$0.45	\$539.05
29	Detached Sidewalk	L.F.	315	\$20.00	\$6,300.00	\$1.00	\$335.00
30	Apron	S.Y.	19	\$0.00	\$0.00	\$0.45	\$103.00
31							
32							
33							
34							
35							
36							
					TOTAL INSPECTION FEE		\$1,575.05
					TOTAL PUBLIC INFRASTRUCTURE COST		\$46,154.00
							<i>1/6/95.05</i>

AGNEW CAR WASH FINAL DEVELOPMENT PLAN

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

PREPARED BY:
Frederickson Group
PLANNERS/LANDSCAPE ARCHITECTS
119 E. WYTH ST., SUITE C
LONGMONT, COLORADO 80501
970.662.2330

CLIENT:
ANDREA & JOHN AGNEW
PO BOX 827
FRISCO, CO 80443
(970) 481-5544

AGNEW CAR WASH FINAL DEVELOPMENT PLAN SITE PLAN

No.	Revisions	Date
1	ISSUE MYLAR	3/24/07
2	UP REDUCTION OF EAST SIDE OF BUILDING	3/24/07
3		
Project No. 77-403EC		
DATE: FEBRUARY 24, 2007		
SHEET 1 OF 7		

LAND USE SUMMARY

EXISTING ZONING DISTRICT:	C - COMMERCIAL
APPROXIMATE SQUARE FOOTAGE:	150,000
EXISTING SITE AREA:	6.15 ACRES
APPROXIMATE S.F. OF THE ASSESSOR'S RECORD:	457,000 S.F. (10.5 ACRES)
BUILDING HEIGHTS:	27'-0"
TOTAL AREA FOOTPRINT:	6,300 SF
PAVING LOT LANDSCAPE AREA:	26,100 SF
TOTAL AREA OF PAVING LOT AREA:	32,400 SF
TOTAL AREA OF PAVING LOT AREA EXCLUDING INTERIOR DRIVEWAY TO BE DEMOLISHED:	32,400 SF
TOTAL AREA OF PAVING LOT AREA EXCLUDING DRIVEWAY TO BE DEMOLISHED:	32,400 SF
TOTAL OFF-STREET PARKING SPACES:	17
TOTAL NUMBER VEHICLE BAYS:	17
TOTAL NUMBER MECHANICAL VEHICLE BAYS/PARKING SPACES:	1
PROPOSED LAND USE:	CAR WASH

OWNERS CERTIFICATION OF ACCEPTANCE

I, ANDREA AGNEW, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS SITE PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HEREBY AUTHORIZE THE CITY OF LONGMONT TO RECORD THIS SITE PLAN.

DATE: _____

BY: ANDREA AGNEW, OWNER

BY: _____, CITY ENGINEER

DATE: _____

BY: _____, CITY ENGINEER

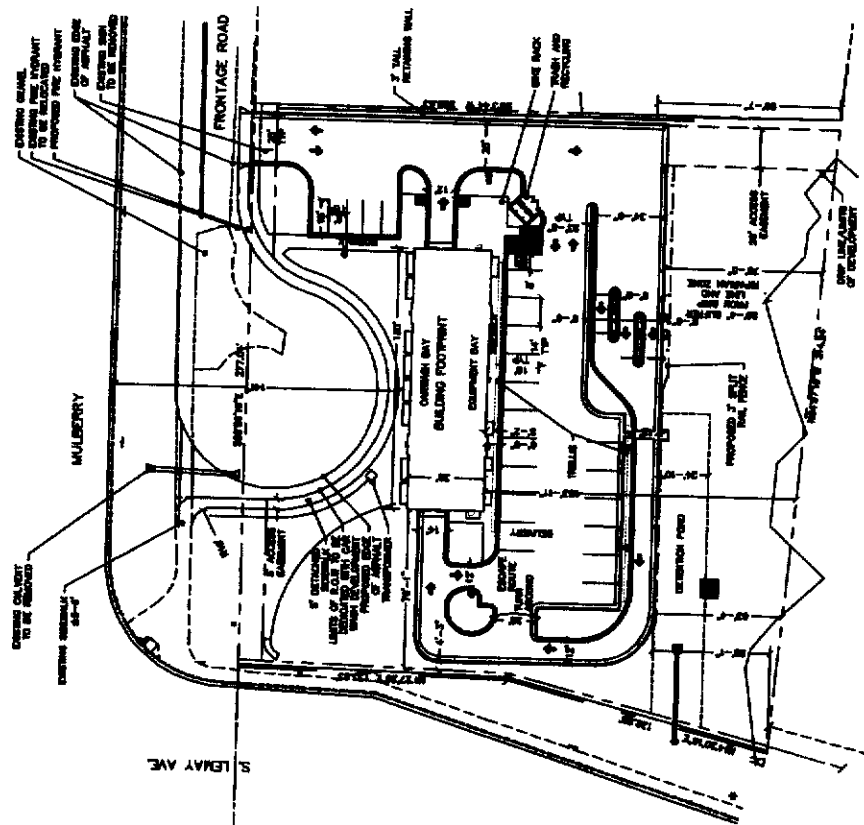
DATE: _____

BY: _____, CITY ENGINEER

DATE: _____

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1. SITE PLAN
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3. LANDSCAPE DETAILS
4. LANDSCAPE PHOTOGRAPHS
5. EXISTING ELEVATIONS
6. SITE DETAILS
7. PHOTOGRAPH ANALYSIS



GENERAL NOTES

1. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LONGMONT AND THE COUNTY OF LARIMER.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LONGMONT AND THE COUNTY OF LARIMER.
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10. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LONGMONT AND THE COUNTY OF LARIMER.

**DEVELOPMENT CONSTRUCTION PERMIT
APPLICATION**

(1/16/06)

For City use only: Application Number: _____ Application Date: _____

Permit application fee: \$ 400.00

INSTRUCTIONS:

1. Complete this form (some questions may not apply to you) and attach all necessary documents and submit to the Development Engineering Section of the City.
2. If you have any questions contact the Development Engineer, _____, at 221-6605.
3. Submit the Application and pay the Application Fee at the fee at the Engineering counter at 281 N. College Avenue.

PROJECT INFORMATION:

Project Name (as approved by the City):

Agnew Car Wash

Project A.K.A. (Marketing name if different from Project Name):

Breeze Thru Car Wash

Project Location: *S. Lemay Ave. and Mulberry Frontage Road (south side)*

Property Owner (At the time of this permit issuance):

Individual Name: John Agnew and Andrea Agnew

Company Name: _____

Address: P.O. Box 827, Frisco, Colorado 80443

Phone number(s): _____

Office: (970) 481-5544

Cell phone: (970) 481-5544 (Andrea) (970) 485-0286 (John)

Fax number:

Email: OwnCarWash@aol.com ; silverwash@aol.com

Applicant/Project Manager (The primary contact person for all matters regarding this project, and the person responsible for all matters referencing "the Developer" in the Development Agreement for this project):

Individual Name: John Agnew and Andrea Agnew

Company Name: _____

Address: P.O. Box 827, Frisco, Colorado 80443

Phone number(s): _____

Office: (970) 481-5544

Cell phone: (970) 481-5544 (Andrea) (970) 485-0286 (John)

Fax number:

Email: OwnCarWash@aol.com ; silverwash@aol.com