

DEVELOPMENT CONSTRUCTION PERMIT

Permit Number: 08-05 **Issuance Date:** April 9, 2008

Project Name: Advance Auto Parts

Project Location: SW corner of College Ave. and Hemlock St.

Permittee: Sinnett Builders, 4557 denrose Ct., Ft Collins, CO 80522

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>1,682.00(paid)</u>
Total	\$ <u>2,082.00</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.

\$ 45,416.00

Form of security deposited with the City: L.O.C. Vectra Bank Colorado 4-9-08

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: Original signed Bank Letter of Credit must be received by 4-11-08 or the permit will be revoked and a Stop Work Order issued on the project. Construction of the driveway access on College Avenue may not commence until a "Notice to Proceed" has been issued by CDOT for State Highway Access Permit No. 407118.

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:  JOAN SINNOTT Date: 4/8/08

Approval for issuance:

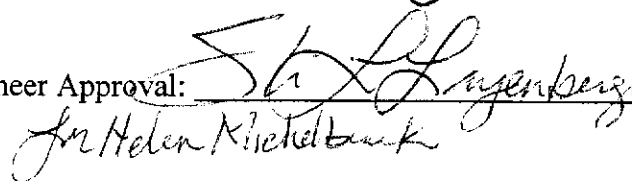
City Engineer Approval:  Helen Mitchellbank Date: 4/9/08
(Permit Issuance Date)

EXHIBIT "A"

DEVELOPMENT PROJECT CONTACT PERSONS

Project Name: Advance Auto Parts

City Staff Contact Persons:

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

Construction Inspector: Tracy Dyer
281 N. College Avenue, Fort Collins, Co 80524
(970) 416-2011

Zoning Staff: Gary Lopez
281 N. College Avenue, Fort Collins, Co 80524
(970) 416-2338

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

Erosion Control Inspector: DA Black
700 Wood Street, Fort Collins, Co 80521
(970) 221-6700

Traffic Operations: Ward Stanford
625 Ninth Street, Fort Collins, Co 80524
(970) 221-6820

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

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:

Luke Burroughs – Sinnett Builders
4557 Denrose Ct.
Fort Collins, CO 80522
(970) 493-1770
(970) 566-2025 cell
Fax (970) 482-4537
luke@sinnettbuilders.com

Owner:

BTS Hemlock AA LLC – Cadence Capital Investments
LLC – Kay Christman
8480 E. Orchard rd. # 6900
Greenwood Village, CO 80111
(720) 493-5100
(720) 210-8006 cell
Fax (720) 493-2801
kchristman@cadencecap.com

Developer:

BTS Hemlock AA LLC – Cadence Capital Investments
LLC – Lucy Dinneen
8480 E. Orchard rd. # 6900
Greenwood Village, CO 80111
(720) 493-5100
Fax (720) 493-2801
ldinneen@cadencecap.com

Project Engineer:

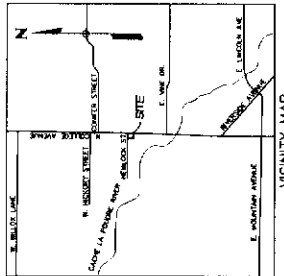
Brian Krombien – Jones Engineering, Inc.
2120 W. Littleton Blvd. # 205
Littleton, CO 80120
(303) 233-5220
Fax (303) 233-9465
brian@jonesea.com

General Contractor:

Luke Burroughs – Sinnett Builders
4557 Denrose Ct.
Fort Collins, CO 80522
(970) 493-1770
(970) 566-2025 cell
Fax (970) 482-4537
luke@sinnettbuilders.com

SITE PLAN ADVANCE AUTO PARTS

LOCATED IN THE SE 1/4, SECTION 2, T7N., R69W OF THE 6TH P.M.
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO

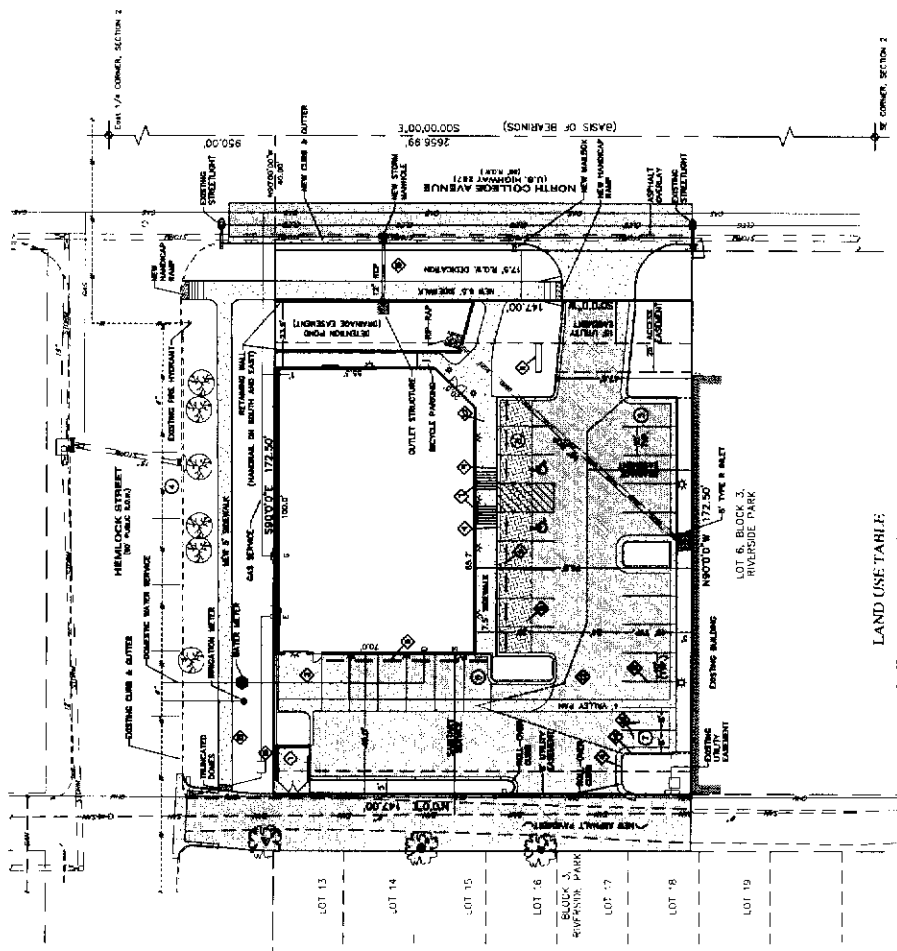


DIRECTOR OF PLANNING
FOR THE CITY OF FORT COLLINS, COLORADO
DATE: _____

OWNER'S CERTIFICATION
THE UNDERSIGNED DOES HEREBY CERTIFY THAT ALL THE LANDS
OWNED BY S/HE ARE SHOWN ON THIS SITE PLAN AND
RESTRICTIONS SET FORTH ON THIS SITE PLAN.
OWNER (PRINTED) _____ DATE _____
(STATE OF _____)
(COUNTY OF _____)
SIGNED AND SWORN TO BEFORE ME THIS _____ DAY OF _____
WITNESSED BY ME AND MY COLLEAGUE,
NOTARY PUBLIC _____
ADDRESS _____
BY COMMISSION EXPIRES _____

FLOODPLAIN NOTES
FLOODPLAIN FROM FEMA 100-YEAR
FLOODPLAIN FOR DISTRICT

SITE PLAN
ADVANCE AUTO PARTS
JOB NO. 7023
DATE: JANUARY 24, 2018
SHEET 1 OF 1



LAND USE TABLE

LAND USE	SQUARE FOOTAGE	% OF GROSS SITE
GROSS SITE	27,920 SF	100%
BUILDING FOOTPRINT	6,887 SF	25%
DRIVEWAY AND PARKING	10,992 SF	40%
LANDSCAPED AREA	5,248 SF	20%
ACTIVE RECREATIONAL USE	0 SF	0%

APPLICANT
ADVANCE AUTO PARTS
1200 EAST LINCOLN STREET
FORT COLLINS, CO 80504
702-432-9100

LEGAL DESCRIPTION
A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 2, T7N., R69W, OF THE 6TH P.M., CITY OF FORT COLLINS,
LARIMER COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS
PLATTED IN THE RECORDS OF SAID COUNTY UNDER THE FOLLOWING NAME:
LOT 1, ADVANCE AUTO PARTS

SITE DATA TABLE

CRASS PARCEL SIZE	0.58 ACRES	25,507 SQUARE FEET
NET PARCEL SIZE	0.44 ACRES	27,920 SQUARE FEET
BUILDING FLOOR AREA	6,887 SQUARE FEET	
BUILDING CONSTRUCTION TYPE	Y-B	
EXISTING ZONING DISTRICT	DN	DN
PROPOSED ZONING DISTRICT	Y-B	
LAND USE	RETAIL ESTABLISHMENT	
ALLOWED	ALLOWED	
BUILDING HEIGHT	27'	
REQUIRED FRONT SETBACK	10'-12'	PROPOSED 23.5'
REQUIRED REAR SETBACK	0'	PROPOSED 48.0'
REQUIRED SOUTH SIDE SETBACK	0'	PROPOSED 1.0'
REQUIRED NORTH SIDE SETBACK	0'	PROPOSED 76.0'
REGULAR SPACERS	28 MAX.	28
MAXIMUM SPACERS	2	2
RETAILED PARKING	2	2

SITE ARCHITECTURAL KEY NOTES

- 1. RETAIL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF FORT COLLINS SIGNAGE ORDINANCE.
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"PROJECT QUANTITIES AND COST ESTIMATE SHEET"

A	B	C	D	E	F	G	H
(PROJECT NAME AS EXISTS ON THE DEVELOPMENT PERMIT)							
1	2	3	4	5	6	7	8
DESCRIPTION (LIST ALL PUBLIC AND APPLICABLE *PRIVATE IMPROVEMENTS)	UNITS OF ESTIMATED MEASURE (PROVIDED BY THE PROJECT ENGINEER)	INFRASTRUCTURE CONSTRUCTION COST PER UNIT OF MEASURE	TOTAL ESTIMATED INFRASTRUCTURE COST	INSPECTION FEE PER UNIT (PROVIDED BY THE CITY)	TOTAL INSPECTION FEE		
Storm Sewer							
Reinforced Concrete Pipe	L.F.	\$18.03	\$2,199.66	\$0.70	\$85.40		
Trench	L.F.	\$20.49	\$2,499.78	\$0.70	\$85.40		
Concrete Headwall	C.Y.	\$0.00	\$0.00	\$3.50	\$0.00		
Water Quality Outlet Structure	C.Y.	\$85.00	\$170.00	\$3.50	\$75.00		
All Inlet Types	EACH	\$2,612.00	\$2,612.00	\$103.00	\$103.00		
Manhole	EACH	\$498.00	\$498.00	\$103.00	\$103.00		
Water & Sanitary Sewer							
Sanitary Sewer Main	L.F.	\$3.27	\$196.20	\$0.70	\$70.00		
Water Main	L.F.	\$14.97	\$1,497.00	\$0.70	\$70.00		
Trench	L.F.	\$10.47	\$1,675.20	\$0.70	\$112.00		
Water/Sewer Service Line Stub	EACH	\$450.00	\$450.00	\$70.00	\$70.00		
Fire Hydrant	Existing	\$0.00	\$0.00	\$70.00	\$0.00		
Manhole	Existing	\$0.00	\$0.00	\$103.00	\$0.00		
Valves	Existing	\$0.00	\$0.00	\$70.00	\$0.00		
Meter Pit (1")	EACH	\$139.00	\$139.00	\$35.00	\$35.00		
Fitting (Bend, Tee, Cross)	EACH	\$0.00	\$25.00	\$35.00	\$210.00		
Water Main Connection	EACH	\$215.00	\$120.00	\$35.00	\$35.00		
Street System							
Grading	L.S.	\$2,300.00	\$2,300.00				
Pavement	S.Y.	\$24.00	\$9,600.00	\$0.45	\$148.00		
Curb & Gutter	L.F.	\$14.00	\$4,592.00	\$1.00	\$348.00		
Detached Sidewalk	L.F.	\$6.20	\$1,860.00	\$1.00	\$320.00		
Pedestrian Ramps	L.F.	\$55.00	\$660.00	\$1.00	\$70.00		
Apron	S.Y.	\$7.80	\$577.20	\$0.45	\$103.00		
Crosspan	S.Y.	\$7.40	\$288.60	\$0.45	\$103.00		
TOTAL INSPECTION FEE						\$2,145.80	
TOTAL PUBLIC INFRASTRUCTURE COST						\$31,959.64	

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

**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):

Advance Auto Parts

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

Project Location: 1023 N. College

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

Individual Name: Kay Christman
Company Name: BTS Hexlock AA LLC c/o Cadence Capital Investments LLC
Address: 8480 E. Orchard Road # 6900
Phone number(s):
Office: 720.493.5100
Cellphone: 720.210.8006
Fax number: 720.493.2801
Email: kchristman@cadencecap.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: Luke Burroughs
Company Name: Sinnott Builders
Address: 4557 Denrose Ct Fort Collins, Co 80522
Phone number(s):
Office: 970.493.1770
Cellphone: 970.566.2025
Fax number: 970.482.4537
Email: luke@sinnottbuilders.com

April 9, 2008

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

Dear Sirs:

We hereby establish, at the request and for the account of William R. Rothacker, in your favor as beneficiary, our Irrevocable Letter of Credit No. 7297556-6009, in the amount of Forty Five Thousand Four Hundred Fifteen and 91/100 US Dollars, (\$45,415.91) (as more fully described below), effective immediately and expiring at the close of banking business on April 9, 2009, at our office at 2000 South Colorado Boulevard, #2-1200, Denver, CO 80222.

This Letter of Credit is intended for the funding required for the Advance Auto Building 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 April 9, 2009, against sight drafts in an aggregate cumulative amount not to exceed \$45,415.91, 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 (ii) our honoring your draft(s) totaling \$45,415.91 in the aggregate presented on or before this Letter of Credit expires pursuant to the terms herein or (iii) 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



REAL ESTATE FINANCE
2000 SOUTH COLORADO BOULEVARD, SUITE 2-1200 DENVER, COLORADO 80222
PHONE: 720 947 7700 FAX: 720 947 7761
www.vectrabank.com

Member FDIC



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,

David Lederhos

Vice President of Vectra Bank Colorado, N.A.

Issuing company name: Vectra Bank Colorado, N.A.

Address: 2000 South Colorado Boulevard, #2-1200, Denver, CO 80222

Phone Number: 720.947.8389



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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)

