

# HIGH GROSSING LIQUOR STORE AND REAL ESTATE FOR SALE

8801 Lowell Blvd, Westminster, CO 80031



## OFFERING SUMMARY

Sale Price:	\$1,500,000
Building Size:	1,288 SF

## PROPERTY OVERVIEW

### Real Estate and Liquor Store Business

## PROPERTY HIGHLIGHTS

- Located at signalized corner, ample parking
- Across the street from approved 2,000 unit residential development
- Possible building expansion
- Roof replaced in 2015
- 19 door refrigeration, newer roof, grease trap
- Snack foods, miscellaneous groceries and lottery sales included
- 16,248 SF lot
- Established business owned by same family since 2002
- \*Confidentiality agreement will need to be signed prior to disbursement of any privileged information

### JEFFREY HIRSCHFELD, ED.D.

303.454.5425

[jhirschfeld@antonoff.com](mailto:jhirschfeld@antonoff.com)

### LOUIS LEE

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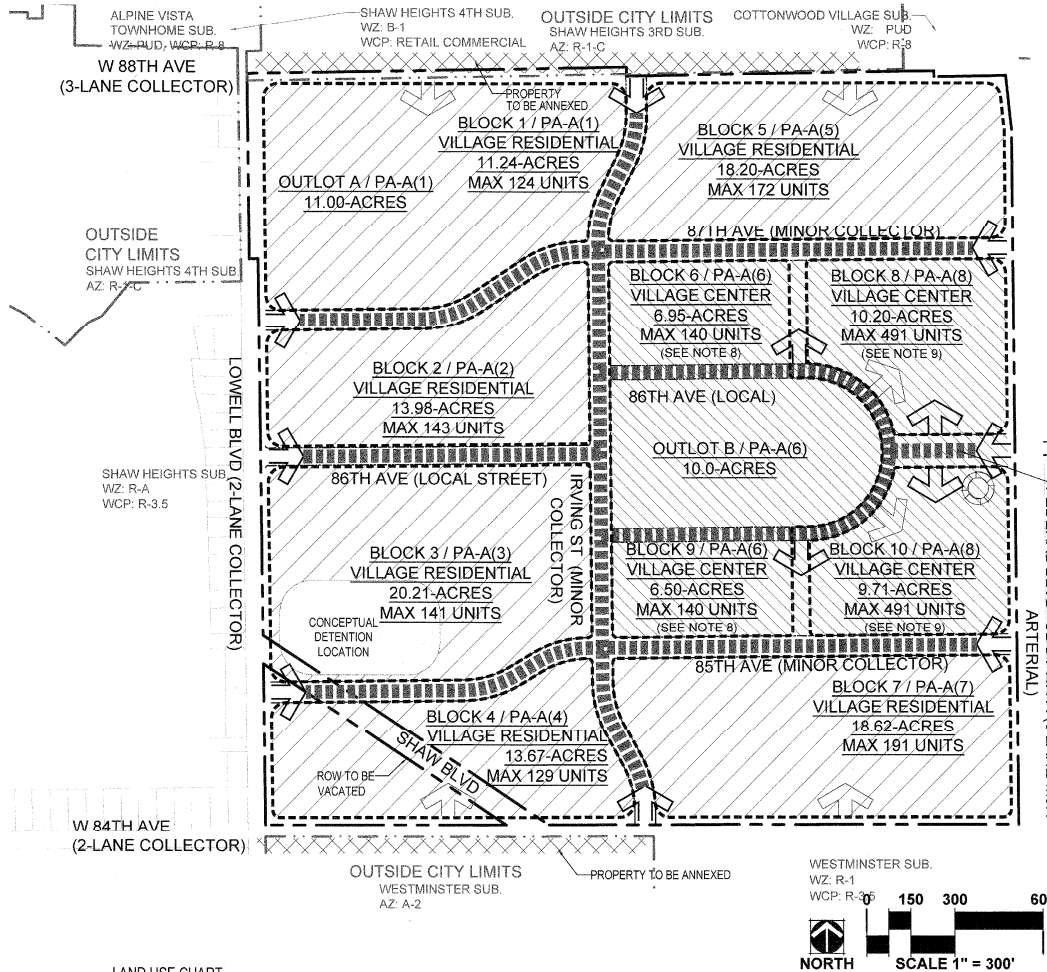
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# OFFICIAL DEVELOPMENT PLAN UPLANDS - FILING NO. 1

A PLANNED UNIT DEVELOPMENT  
IN THE CITY OF WESTMINSTER,  
COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 10 OF 43

## LAND USE PLAN - PARCEL A.



## LAND USE CHART

PLANNING AREA	LAND USE	GROSS AREA (AC)	% OF SITE	GROSS DENSITY RANGE MIN - MAX (DU/AC)	MIN # OF UNITS	MAX # OF UNITS	TYPE OF DWELLING UNITS	MAX UNITS BY TYPE (7)				MAX HEIGHT	MAX NON-RESIDENTIAL SF
								MAX SFD	OR	MAX SFA	OR		
PA-A(1)	RESIDENTIAL	22.24 AC	14.80%	4.0 - 5.6	88	124	SFD, SFA	101	124	-	40'	-	
PA-A(2)	RESIDENTIAL	13.98 AC	9.30%	6.0 - 10.3	83	143	SFD, SFA	125	143	-	40'	-	
PA-A(3)	RESIDENTIAL	20.21 AC	13.45%	5.5 - 7.0	111	141	SFD, SFA	136	141	-	40'	-	
PA-A(4)	RESIDENTIAL	13.67 AC	9.10%	7.0 - 9.5	95	129	SFD, SFA	123	129	-	40'	-	
PA-A(5)	RESIDENTIAL	18.20 AC	12.11%	8.0 - 9.5	145	172	SFD, SFA	163	172	-	40'	-	
PA-A(6)	RESIDENTIAL	23.83 AC	15.85%	5.2 - 5.9	123	140	SFD, SFA	124	140	-	40'	-	
							MF	-	-	140	50'	-	
PA-A(7)	RESIDENTIAL	18.62 AC	12.39%	8.0 - 10.3	148	191	SFD, SFA	191	191	-	40'	-	
PA-A(8)	RESIDENTIAL/ MIXED-USE/ COMMERCIAL	19.91 AC	13.00%	20.0 - 25.2	390	491	SFA	-	203	-	50'	MIN 30,000 SF COMM,	
							MF	-	-	375	65'	MAX 1.0 FAR	
		150.29 AC	100%	7.8 - 10.2	1,183	1,531							

## LEGEND

- PROPERTY LINE
- PLANNING AREA BUBBLES
- PROPOSED RIGHT-OF-WAY
- PROPOSED ACCESS LOCATION
- POTENTIAL ACCESS LOCATION
- POTENTIAL MULTI-MODAL TRANSIT HUB
- PROPERTY TO BE ANNEXED
- VILLAGE CENTER
- VILLAGE RESIDENTIAL

## LAND USE LABEL LEGEND

- WZ: WESTMINSTER ZONING
- WCP: WESTMINSTER COMP.
- PLAN LAND USE
- AZ: ADAMS COUNTY ZONING
- FHZ: FEDERAL HEIGHTS ZONING

## PROPERTY TO BE ANNEXED - FOR INCLUSION IN 84TH AVENUE ROW

THAT CERTAIN PORTION OF WEST 84TH AVENUE (AKA WESTMINSTER PLACE) AS DEPICTED ON WESTMINSTER PLAT RECORDED IN MAP BOOK 1, AT PAGE 26 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS AND STATE OF COLORADO  
1.481 ACRES - ADAMS COUNTY, COLORADO

## PROPERTY TO BE ANNEXED - FOR INCLUSION IN 88TH AVENUE ROW

THAT CERTAIN PORTION OF WEST 88TH AVENUE AS DEPICTED ON SHAW HEIGHTS THIRD FILING RECORDED AT RECEPTION NO. 444959 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE  
3.587 ACRES - ADAMS COUNTY, COLORADO

## NOTES:

- NO MORE THAN 70% OF PARCEL A RESIDENTIAL UNITS SHALL BE DETACHED. PERCENTAGES OF DETACHED UNITS PLANNED AT THE TIME OF EACH SITE SPECIFIC ODP WILL BE COMPREHENSIVELY TRACKED ON EACH ODP.
- UNIT COUNTS AND GROSS DENSITIES WILL BE COMPREHENSIVELY TRACKED WITH EACH SITE SPECIFIC ODP TO ENSURE THEY DO NOT EXCEED ALLOWED MAXIMUMS BY PARCEL / PLANNING AREA OR FOR THE ENTIRE PDP.
- ANY CHANGE TO THE PLANNING AREA BOUNDARIES OR CHANGE TO DENSITY REQUIRES REVIEW AND APPROVAL OF THE CHANGE BY THE WESTMINSTER PLANNING COMMISSION AND/ OR THE WESTMINSTER CITY COUNCIL PER THE WESTMINSTER CITY CODE IN EFFECT AT THE TIME OF THE CHANGE.
- PLANNING AREAS INCLUDE RIGHT-OF-WAY FOR MINOR COLLECTORS SHOWN WITHIN UPLANDS PROPERTY.
- GUIDELINES AND ELEMENTS FROM THE FEDERAL MOBILITY STUDY AND SUBSEQUENT STUDIES REGARDING MULTI-MODAL TRANSIT HUBS, SAFE CROSSINGS, AND AN UNDERPASS WILL BE INCORPORATED INTO FUTURE SITE SPECIFIC ODPS.
- A MINIMUM OF 30,000 SF OF MIXED-USE (AS DEFINED WITHIN THIS MASTER ODP) IS ANTICIPATED WITHIN PARCEL A, PLANNING AREA 7. THESE UNITS MAY BE HORIZONTALLY OR VERTICALLY MIXED AND WILL INCLUDE NEIGHBORHOOD SCALE RETAIL/SERVICES. THE 30,000 SQUARE FEET OF RETAIL/COMMERCIAL SPACE WILL BE CONSTRUCTED PRIOR TO 50% OF THE RESIDENTIAL DWELLING PERMITS IN THE UPLANDS. A MAXIMUM TOTAL OF 2,350 DWELLINGS ARE PROPOSED WITHIN THE OVERALL PDP, AND 50% IS 1,275 DWELLING UNITS.
- ULTIMATE MAXIMUM UNITS BY TYPE, WITHIN EACH PLANNING AREA, MAY INCLUDE A COMBINATION OF UNIT TYPES LISTED. THE MAXIMUM NUMBER OF UNITS SHALL NOT EXCEED OVERALL UNIT MAXIMUM OR UNIT TYPE MAXIMUMS.
- THE MAX UNIT COUNT FOR PA-A(6) MAY BE SPLIT BETWEEN BLOCKS 6 AND 9, BUT THE TOTAL FOR THE FULL PA-A(6) PLANNING AREA MAY NOT EXCEED 140.
- THE MAX UNIT COUNT FOR PA-A(8) MAY BE SPLIT BETWEEN BLOCKS 8 AND 10, BUT THE TOTAL FOR THE FULL PA-A(8) PLANNING AREA MAY NOT EXCEED 491.

Westminster OC, LLC  
9033 E. Easter Pl, Ste. 110  
Centennial, CO 80112  
www.oreadcapital.com

**NORRIS DESIGN**  
Planning | Landscape Architecture | Interiors

1101 Bannock Street  
Denver, Colorado 80204  
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F 303.892.1186  
www.norris-design.com

## REVISIONS

NO	DATE	DESCRIPTION
1	8/15/20	MASTER OFFICIAL DEVELOPMENT PLAN
2	12/02/20	MASTER OFFICIAL DEVELOPMENT PLAN
3	3/23/21	MASTER OFFICIAL DEVELOPMENT PLAN
4	7/16/21	MASTER OFFICIAL DEVELOPMENT PLAN
5	10/08/21	MASTER OFFICIAL DEVELOPMENT PLAN
6	10/27/21	MASTER OFFICIAL DEVELOPMENT PLAN

## PARCEL A - LAND USE PLAN

## UPLANDS - FILING NO. 1 OFFICIAL DEVELOPMENT PLAN

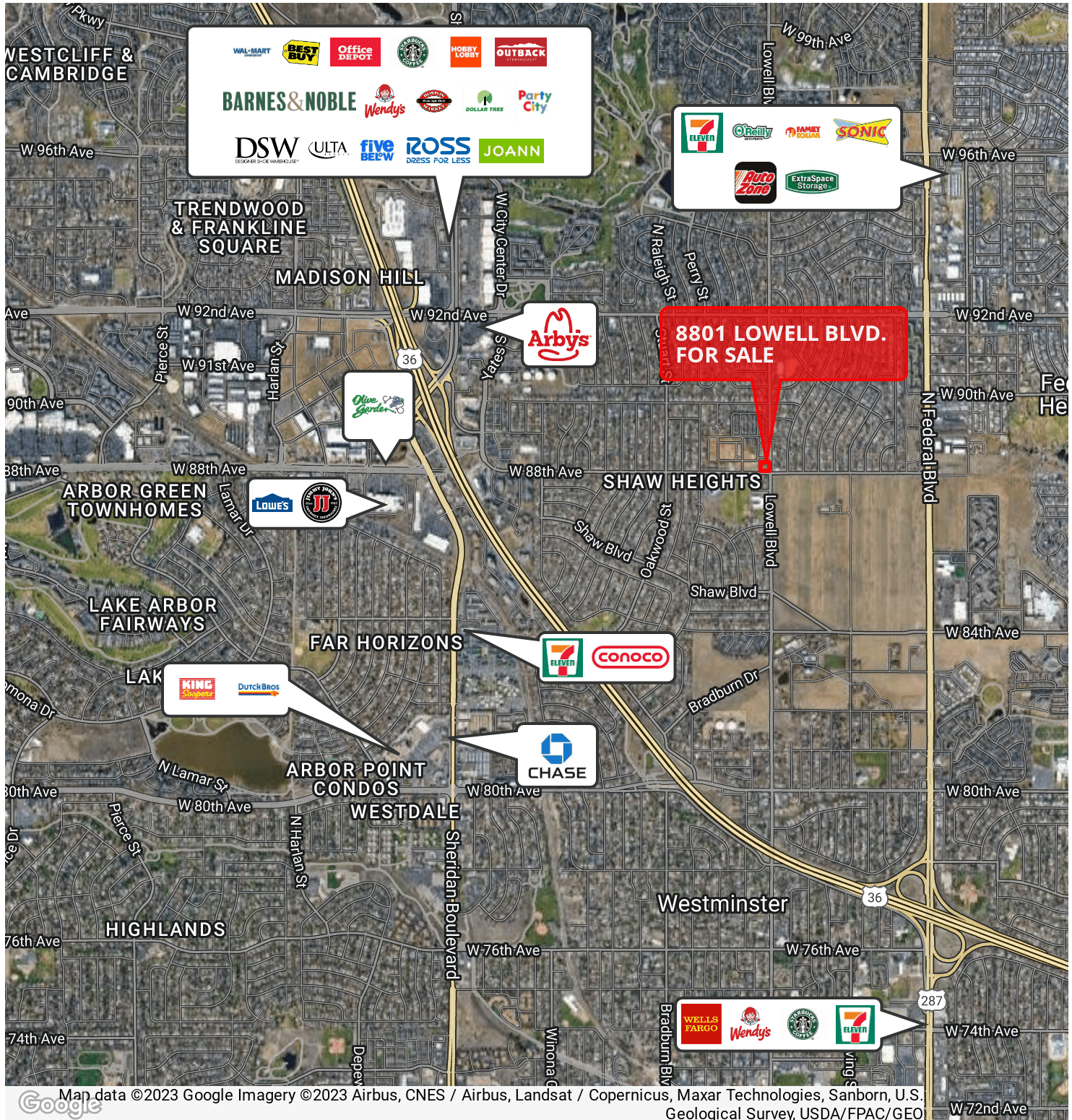
COLORADO

WESTMINSTER

SHEET  
10 OF 43

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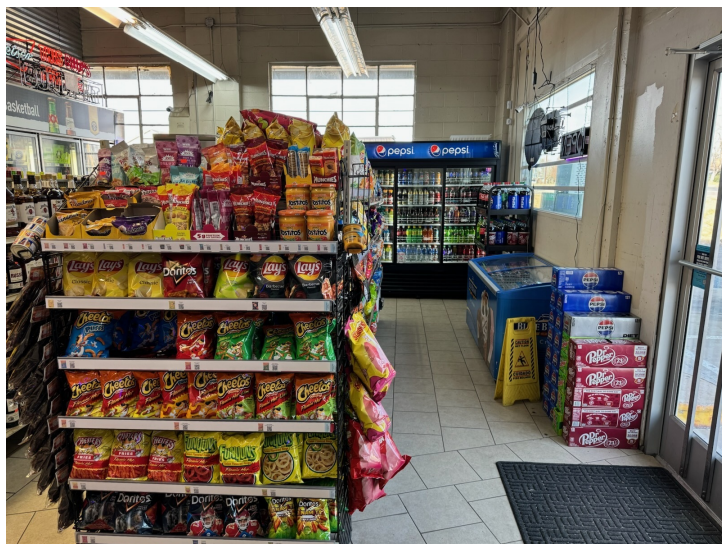
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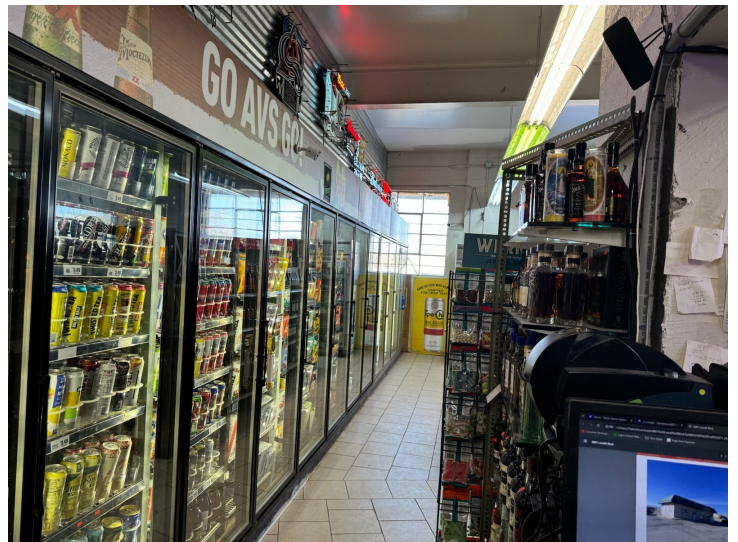
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Additional Photos

Antonoff & Co. Brokerage, Inc. | 1528 Wazee Street | Denver, CO 80202 | 303.623.0200 | [antonoff.com](http://antonoff.com)

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## CONFIDENTIALITY FOR REAL PROPERTY AND BUSINESS SALE AGREEMENT

\_\_\_\_\_, 2023

Mr.

Dear

We have agreed to disclose to you ("You") oral and written information ("Information") concerning the real property and business opportunity more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Property"). The Information is being disclosed to You to enable You to determine whether the Property meets your criteria with regard to the possible purchase of the Property.

The Information shall be disclosed to You on a confidential basis and your receipt of it shall be subject to the following terms and conditions:

1. You shall refrain from using the Information except for the purposes set forth above and You shall maintain all of the Information secret and confidential and shall not disclose it to others except with our prior, written consent or to the extent that You can demonstrate that the same (a) is generally available to the public through no act or failure to act by You, (b) was already known to You on a non-confidential basis prior to such disclosure, or (c) is subsequently disclosed to You on a non-confidential basis by a third party not having a confidential relationship with us with respect to such Information.

2. The Information shall be revealed only to your directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers and financial advisors (collectively, "Representatives") whose knowledge of the Information is required for You to make an appropriate evaluation of the Property and who shall assume the same obligations as You under this agreement. You shall be responsible for any breach of this agreement by the Representatives.

3. You agree not to copy, transcribe or otherwise record, reproduce or duplicate in any manner or fashion the Information.

4. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

5. This agreement shall not be assignable, and any attempted assignment of this agreement by You shall be void and shall be considered a breach of this agreement.

6. This agreement contains the entire agreement between us concerning confidentiality of the Information and no modifications of this agreement or waiver of the terms and conditions hereof shall be binding upon us, unless approved in writing by an authorized representative of each of us.

7. You also agree not to compete against Broker or any other party in the purchase of the Property if the proposed format of the purchase is not satisfactory to you. This confidentiality and non-compete shall be valid for a period of two years from execution of this agreement.

8. "You" shall include any and all principals, employees, affiliated companies, partnerships or any other material connection with \_\_\_\_\_.

9. In the event of any breach by You under this agreement, in addition to any other remedies to which we may be entitled, we shall be entitled to immediate injunctive relief. Further, in the event of any dispute or breach arising hereunder, the prevailing party shall be entitled to its court costs and attorneys' fees.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

If You agree to the terms and conditions of this Agreement, please indicate your acceptance by signing the enclosed duplicate copy and returning it to the undersigned at the address set forth below. Where applicable, this document needs to be signed by Broker and client(s).

Very truly yours,

ANTONOFF & CO. BROKERAGE, INC.

Jeffrey L. Hirschfeld  
1528 Wazee Street  
Denver, CO 80202

Louis Lee  
1528 Wazee Street  
Denver, CO 80202

PURCHASER:

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_ ,

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

BROKER:

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_ ,

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**

Approximately 1,288 square foot free standing building in the Westminster neighborhood, 8801 Lowell Blvd., Westminster, CO 80031  
Sitting on 16,248 SF lot

Liquor and grocery store business located within above-mentioned property referenced as Hills store and G & G Liquor store.

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS**

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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### **RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

8801 Lowell Blvd., Real Estate and Business Opportunity

or real estate which substantially meets the following requirements:

---

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

#### **CHECK ONE BOX ONLY:**

☒ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

- ☒ **Customer.** Broker is the ☒ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☒ Show a property ☒ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.
- ☐ **Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.
- ☐ **Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.**

If this is a residential transaction, the following provision applies:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm's Name: Antonoff & Co. Brokerage, Inc.

Louis Lee 12/06/2023  
Broker Antonoff & Co. Brokerage, Inc.  
By Louis Lee