Community & Economic Development Department adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218

PHONE 720.523.6800

EMAIL epermitcenter@adcogov.org

Request for Comments

Case Name: Complete Containers

Case Number: RCU2023-00053

September 7, 2023

The Adams County Planning Commission is requesting comments on the following application: Conditional use Permit to allow a heavy retail use (storage container sales and rental) within the Industrial-2 zone district. This request is located at 6515 Delaware St. The Assessor's Parcel Number is 0182503304011.

Applicant Information: Christine Francescani

1801 California St., Ste 2600

Denver, CO 80202

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by **Wednesday**, **October 4**, **2023 COB** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to EGleason@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Thank you for your review of this case.

Ella Gleason, AICP

Planner II



Christine Francescani (303) 894-4435 cfrancescani@fwlaw.com

August 31, 2023

Adams County
Community and Economic Development Department
CPD ePermit Center
epermitcenter@adcogov.org

Re: Conditional Use Permit Application 6515 Delaware, Denver, CO 80221 Parcel # 0182503304011

I am pleased to submit this Conditional Use Permit application, pursuant to §§ 2-02-09 and 4-11-02-04-09:2 of the County's Development Standards and Regulations, on behalf of Abigail Brauer and Julie Vetos, owners of Complete Container Services, Inc., and property owner William Vetos.

Written Project Explanation

Complete Container provides sale and rental of shipping containers for both commercial and residential use. The business has been present at the site since the 1980s, and the site and adjacent properties have been in use for storage of shipping containers since that time. The area demand for containers is considerable, and this application for a five-year Conditional Use Permit to allow stacking of shipping containers to be stored onsite up to three containers high will enable Complete Container to better serve the community and to operate more efficiently within its limited space. This proposed use is permitted within the I-2 zone district and is compatible with the surrounding area, which is mainly zoned industrial with industrial uses, and long-time site operations demonstrate that site access is suitable for the use.

Application Submittal Items

Water and Sewer Services

The site is served by well water and a leech field.

The following items are enclosed with this application as Exhibits:

A. Site Plan

B. *Proof of Ownership*- Title Report



August 31, 2023 Page 2

- C. *Proof of Utilities* Xcel Bill
- D. Legal Description
- E. Certificate of Taxes Paid
- F. Certificate of Notice to Mineral Estate Owners

We look forward to staff's questions and comments. Thank you for your consideration.

Sincerely,

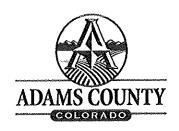
s/ Christine M. Francescani

Fairfield and Woods, P.C.

CMF/kh

Enclosures

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at https://permits.adcogov.org/CitizenAccess/.

L	г	Application Food Amount Dug
	6.	Inert fill*
	5.	Scrap tire recycling facility*
	4.	Solid waste composting facility*
	3.	Solid waste transfer station*
	2.	Neighborhood Meeting Summary
	1.	Traffic Impact Study
<u>Su</u>	<u>ppl</u>	emental Items (if applicable) *Contact County staff for supplemental forms
*	11	.Certificate of Surface Development (pg. 8-10) *Not applicable
X	10	.Certificate of Notice to Mineral Estate Owners/and Lessees(pg. 7)
X	9.	Certificate of Taxes Paid
X	8.	Legal Description
X	7.	Proof of Utilities (e.g. electric, gas)
X	6.	Proof of Water and Sewer Services
X	5.	Proof of Ownership (warranty deed or title policy)
X	4.	Site Plan Showing Proposed Development
X	3.	Written Explanation of the Project
*	2.	Application Fees (see pg. 2) *Will be paid upon receipt of invoice
X	1.	Development Application Form (pg. 5)

Application Fees	Amount	Due
Conditional Use Permit	\$1,100 (\$400 per additional residential request/ \$600 per additional non-residential)	After complete application received
Adams County Health Dept.	\$360 (Level 3) For Solid Waste Use Only	After 1st Staff Review is Completed

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

DEVELOPMENT APPLICATION FORM

Application Type	e:		
Sub	ceptual Review Preliminary PUI division, Preliminary Final PUD division, Final Rezone Correction/ Vacation Special Use	☐ Variand	onal Use
PROJECT NAME	: Complete Containers CUP		
APPLICANT	Christine Francescani, Fairfield and Woods,		
Name(s):	On behalf of Julie Vetos and Abigail	Phone #:	303-894-4435
Address:	Brauer, Business Owners 1801 California St, Suite 2600		
City, State, Zip:	Denver, CO 80202		
2nd Phone #:		Email:	cfrancescani@fwlaw.com
PROPERTY			
OWNER	William Vetos	Phone #:	303-428-6800
Name(s):	6515 Delaware St		
Address: City,			
State, Zip: 2nd	Denver, CO 80221		
Phone #:		Email:	vetosvistas@reagan.com
TECHNICAL REP	RESENTATIVE (Consultant, Engi	neer, Surve	yor, Architect, etc.)
Name:		Phone #:	
Address: [
City, State, Zip: [
2nd Phone #: [Email:	

DESCRIPTION OF SITE

Address:	6515 Delaware St
City, State, Zip:	Denver, CO 80221
Area (acres or square feet):	4.44
Tax Assessor Parcel Number	0182503304011
Existing Zoning:	I-2
Existing Land Use:	Shipping container storage
Proposed Land Use:	Overheight stacking of shipping container storage
Have you attende	d a Conceptual Review? YES NO X
If Yes, please list	PRE#:
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting ity of the owner (attached authorization, if not owner). I am familiar with all ents, procedures, and fees of the County. I understand that the Application Review lable. All statements made on this form and additional application materials are my knowledge and belief.
Name:	William Vetos Date: 8/30/2023
Name:	Owner's Printed Name
	Owner's Signature

Exhibit A

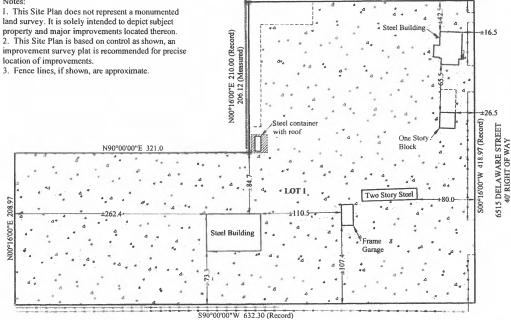
SITE PLAN

VETOS INDUSTRIAL TRACT

A RESUBDIVISION OF A PORTION OF PLOTS 9, 10, 31 AND 32, NORTH BROADWAY GARDENS, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO



improvement survey plat is recommended for precise location of improvements.



Concrete Retaining Wall

N90°00'00"E 311.29 (Record)

LEGEND Fence Line Concrete/Asphalt Found Rebar/Cap

PREPARED BY



SURVEYING THE WEST SINCE 1978

5460 Ward Road, Suite 160 Arvada, Colorado 80002 Phone: (303)420-4788 Fax: (303)420-0459 info@reportlandsurvey.com

8.23-23 ROBERT E PORT

Exhibit B

08/22/2023 10:18 AM Title Report No.: 00500639-201-T21-ES

Fidelity National Title Insurance Company TITLE REPORT

SCHEDULE A

Title Report No:

00500639-201-T21-ES

- 1. Effective Date: August 16, 2023 at 8:00 A.M.
- 2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date <u>vested in</u>:

William L. Vetos and The Heirs, legatees or devisees of the Estate of Rosemary L. Vetos, deceased

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 6515 Delaware St, Denver, CO 80221-2846

Attached Legal Description

Lot 1,
Vetos Industrial Tract,
as per the plat thereof recorded April 17, 1984 at Reception No. <u>B498428</u>,
EXCEPTING therefrom, that portion as conveyed to Adams County in the Deed recorded January 13, 1992 in
<u>Book 3855 at Page 295</u>,
County of Adams, State of Colorado.

Note: For informational purposes only, the above property is covered by tax parcel number <u>0182503304011</u>.

SCHEDULE B

Exceptions

- 1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
- 4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

- 6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
- 7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

- 8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
- 9. Subject to the reservation notes regarding utilities as set forth on the plat for Vetos Industrial Tract, as set forth in the instrument:

Recording Date: April 17, 1984

Recording No.: Reception No. B498428

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Metropolitan Denver Sewage Disposal District No. 1

Purpose: sewer lines Recording Date: July 18, 1983

Recording No: Book 2768 at Page 887

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: For informational purposes, the vesting as shown in Schedule A is vested based on the following matters found of public record and which are contained in the vesting documents:

 Original vesting for the within described property were acquired under the underlying property to the Subdivision shown in Schedule A in the names of William Vetos and Rosemary Vetos as Joint Tenants in three deeds recorded in 1981.

- In 1984, William and Rosemary Vetos recorded the Vetos Industrial Tract plat based on the three deeds shown in item 1 above.
- 3. In 1990, three deeds were recorded from William and Rosemary Vetos to William G. Vetos and Rosemary L. Vetos using the underlying legals to the Subdivision, said Deeds were recorded for Photographic Record which for all intents and purposes, severed the Joint Tenancy that was created in the original Deeds.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.

The information set forth herein is based on information supplied to Fidelity National Title Insurance Co., National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Insurance Co., National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Insurance Co., National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Insurance Co., National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY. ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS. SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE ITS, AGENTS, SUBSIDIARIES. AFFILIATES. EMPLOYEES. SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

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THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

\$17.28 \$1,096.80

\$1,079.52

CURRENT BILL

Exhibit c

PUBLIC SERVICE CLMPANY OF COLURADO

FE39 1 01 1U

MAILING AUDHESS COMPLETE CONTAINER SERVICES 6E 15 DEL AWARIE ST | DENVER CU 80221-2846

Xcel Energy*

RESPONSIBLE BY HATURE®

AMOUNT DUE 07/27/2023 DUE DATE \$1,096.80 STATEMENT NUMBER STATEMENT DATE 07/07/2023 ACCOUNT NUMBER 53-0165951-8 835398455

RECFIVED JUL 14 2023

ACCOUNT BALANCE (Balanco do su cuenta)

Check 06/20 As of 06/02 Payment Received Previous Balance

Customerservice@xcelenergy.com

1-800-481-4700

Hearing Impaired: 1-800-895-4949

-800-311-0050

XCEL ENERGY PO BOX 8

Or write us at:

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com

Email us at: Please Call:

-\$1,019.64 CR \$1,019.64

\$0.00 \$1,096.80

\$1,096.80

Balance Forward Current Charges

Amount Due (Cantidad a pagar)

PREMISES DESCRIPTOR

GATE 6500 DELAWARE ST GATE

6515 DELAWARE ST

PREMISES IDENTIFIER

PREMISES SUMMARY

'REMISES NUMBER

300771799 303981850

otal

EAU CLAIRE WI 54702-0008

1#10910S

UFORMATION ABOUT YOUR BILL

hank you for your payment.

minimus at many sources Davidas Davidar bills alsotonically fast and securities



MAILING ADDRESS	ACCOUNT NUMBER	JMBER	DITE DATE
COMPLETE CONTAINER SERVICES 6515 DELAWARE ST	53-0165951-8	51-8	07/27/2023
DENVEH CO 80221-2846	STATEMENT NUMBER STATEMENT DATE	STATEMENT DATE	AMOUNT DUE
	835398455	07/07/2023	\$1,096.80

6515 DELAWARE ST DENVER, CO 80221-2846 08/07/23 SERVICE ADDRESS: NEXT READ DATE:

ELECTRICITY SERVICE DETAILS

PNEMISES NUMBER: INVOICE NUMBER:

300771799 1047577045

3 (30 Days)		1873 KWh	9.961 KW	10 kW
Read Datos: 06/05/23 - 07/05/23 (30 Days)	PREVIOUS READING	240566 Actual		
	CURRENT READING	242439 Actual		
METER 69113604			Demand	Billable Demand

ELECTRICITY CHARGES	RATE: C	RATE: C Commercial Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$11.68
Commercial Service	1873 KWh	\$0.088520	\$165.80
Trans Cost Adj	1873 KWh	\$0.000860	\$1.61
Elec. Commodity Adj	1560.83 kWh	\$0.032810	\$51.21
Elec Commodity Adj	312.17 KWh	\$0.029560	\$9.23
Demand Side Mgmt Cost	1560.83 kWh	\$0.001570	\$2.45
Demand Side Mgmt Cost	312.17 kWh	\$0.001860	\$0.58
Purch Cap Cost Adj	1873 kWh	\$0.003210	\$6.01
4	1873 kWh	\$0.011847	\$22.19



COMPLETE CONTAINER SERVICES 6515 DELAWARE ST

MAILING ADDRESS	ACCOUNT NUMBER	UMBER	DUSDATE
COMPLETE CONTAINER SERVICES 3515 DELAWARE ST	53-0165951-8	951-8	07/27/2023
DENVER CO 80221-2846	STATEMENT NUMBER STATEMENT DATE	STATEMENT DATE	AMOUNT DUE
	835398455	07/07/2023	\$1,096.80

WETER W50194T - Multiplier x	40	æ	Read Dates: 06/07/23 - (07/07/23 (30 Days)
DESCRIPTION	CHREENT BEADING		MEASURED BILLED	BILLED
	COUNTEIN DEADING	FREVEUOS READING	USAGE	USAGE
lotal Energy	37137 Actual	37071 Actual	99	2640 KWh
Jemand	Actual		The same of the sa	17.2 kW
Sillable Demand			- Andrew Comments	17 5/4/

ELECTRICITY CHARGES	RATE: S	RATE: SG Secondary General		
DESCRIPTION	USAGE UNITS	RAYE	CHARGE	
Service & Facility			\$59,21	
Secondary General	2640 KWh	\$0,007910	\$20.88	
Efec Commodity Adj	2024 kWh	\$0.032810	\$66.41	
Elec Commodity Adj	616 KWh	\$0.029560	\$18.21	
GRSA E	2640 kWh	\$0.003230	\$8.53	
EGCRR	2640 kWh	\$0.004530	\$11.96	
Distribution Demand	17 kW	\$6.170000	\$104.89	
Gen & Transm Demand	17 KW	\$15.150000	\$257.55	
Trans Cost Adj	17 KW	\$0.250000	\$4.25	
Demand Side Mgmt Cost	13.03 kW	\$0.490000	\$6.38	
Demand Side Mgmt Cost	3.97 KW	\$0.610000	\$2.42	
Purch Cap Cost Adj	17 KW	\$0.930000	\$15.81	
Trans Elec Plan	17 KW	\$0.030000	\$0.51	
Renew. Energy Std Adj			\$6.17	
Polo Enoray Plan Adi			PC 11	



DUEDATE	07/27/2023	AMOUNT DUE	\$1,096.80
UMBER	951-8	STATEMENT DATE	07/07/2023
ACCOUNT NUMBER	53-0165951-8	STATEMENT NUMBER STATEMENT DATE	835398455
MAILING ADDRESS	COMPLETE CONTAINER SERVICES 6515 DELAWARE ST	DENVER CO 80221-2846	

NATURAL GAS CHARGES	RATE: CS	RATE: CSG Conmercial	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$98.88
Usage Charge	11 therms	\$0.250770	\$2.76
Interstate Pipeline	11 therms	\$0.050900	\$0.56
DSMCA			\$2.57
GRSA-P			- \$1.19 CR
Natural Gas 2 Otr	9.18 therms	\$0.367900	\$3.38
Natural Gas 3 Otr	1.82 therms	\$0.283000	\$0.52
EGCRR	11 therms	\$0.072210	\$0.79
GRSA			\$0.02
Energy Assistance Chg			\$0.75
Subtotal			\$109.04
Sales Tax			\$5.14
Total	Complete and the first the second land of the first terms of the first		\$114.18
Premises Total			\$1,079.52

ear Tilis Yea	9.99	1410	8 \$30.17
ES Last Year	72°	184	\$33.7
DAILY AVERAGES	emperature	Bectricity kWh	Electricity Cost

YOUR MONTHLY NATURAL GAS USAGE



YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES La		Electricity kWh	Electricity Cost
Last Year Milis	71º F	0.9	\$0.55
Ξ			
is Yea	65° F	0.8	\$0.52

MAILING ADDRESS	ACCOUNT NUMBER	IUMBER	DUE DATE
COMPLETE CONTAINER SERVICES 6515 DELAWARE ST	53-0165951-8	951-8	07/27/2023
DENVER CO 80221-2846	STAYEMENT NUMBER STATEMENT DATE	STATEMENT DATE	AMOUNTIDUE
	835398455	07/07/2023	\$1,096.80

GATE 6500 DELAWARE ST GATE DENVER, CO 80221 08/04/23 SERVICE ADDRESS: NEXT READ DATE:

ELECTRICITY SERVICE DETAILS

1047577343 303981850 PREMISES NUMBER: INVOICE NUMBER:

METER NEADING INFORMATIO	N	Read Dates: DE/02/23 - 07/05/23 (23 Date)	2/22 Date)
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	3996 Actual	3969 Actual	27 KWh
The state of the s			

ELECTRICITY CHARGES	RATE: C	RATE: C Commercial Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$11.68
Commercial Service	27 KWII	\$0.088520	\$2.39
Trans Cost Adj	27 kWh	\$0.000860	\$0.02
Elec Commodity Adj	22.91 kWh	\$0.032810	\$0.75
Elec Commodity Adj	4.09 KWh	\$0.029560	\$0.12
Demand Side Mgnnt Cost	22.91 kWh	\$0.001570	\$0.04
Demand Side Mgnnt Cost	4.09 kWh	\$0.001860	\$0.01
Purch Cap Cost Adj	27 kWh	\$0.003210	\$0.09
GRSA E	27 kWh	\$0.011852	\$0.32
Trans Elec Plan	27 kWh	\$0.000100	\$0.00
RDA	27 KWh	-\$0.001310	- \$0.04 CR
FGCRR	27 kWh	\$0,004530	\$0.12

IMPORTANT PHONE NUMBERS

Electric Emergencies:	800-895-1999	21 hours, 7 days a week
Natural Gas Enlargencies:	800.895.2999	24 hours, 7 days a wesk
Résidential Custorner Service:*	800.895.4999	7 a.m 7 p.m., NonFii.
		9 a.m 5 p.m., Sat
Business Solutions Center:	800-481-4700	8 a.m 5 p.m., MonFri.
TTD/ITY	800.895.4949	24 hours, 7 days a week
Call Botore Yau Dig	811	24 hours, 7 days a week

IMPORTANT ADDRESSES

Soneral Inquities.	Energy	oxθ	Eau Claire, WI 5-1702-0008	cce!•nergy.com	
Soneral	Xcel Energy	POBox 8	Eau Clai	(ce¦ong	

Minneapolis, AN 5548-9477 PO Box 9477 Xcel Enoray Payments

or faster processing. Please include stub

Register any inquiry or complaint at the above address or phone number.

Learn more at xcelenergy.com/MyBill RATES ABOUT YOUR ELECTRIC AND NATURAL GAS

Demand-Side Management Cost Adjustment (DSMCA)

This charge recovers the costs associated with gas and electric damand side managamen (DSM) programs. USM programs their consumption of energy to optimize available and planned generation transmission and distribution resources.

Figurehiso Fee

Xcel Entargy has obtained franchises from incorporated cities and towns within our service territory. As partef each franchise. Xcel Energy pays a fee for the use of effects such rights of way where electrical equipment is located. The franchise fee is a percentage of your bill, if applicable.

Generalitates (Large Commercial, Secondary, Primary, and Transmission)
General Basa rates include the Service and Facility Charge, a Production Meter Charge (if applicable), a Load Meter Charge (if applicable), plus either an Energy Charge and a Demand Charge for electric service or a Capacity Charge and a Usage Charge for gas service, as applicable.

General Rates (Rosidential, Small Commercial)

General Base rates include the Service and Facility Charge, a Production Meler Charge (if applicable), a Load Meter Charge (if applicable), a Demand Charge (if applicable), plus either an Eirergy Charge for electricservice or the Usage Charge for gas service, as applicable.

General Rate Schadule Adjustments (GRSA)

General Mate Schredule Adjustments are positive or negative percentage emounts that apply to all base rates, including the Service and Facility Charge, the Energy or Usage Charge and the Demand or Capacity Charge

payment charge for one billing period in any twalve month period upon a customer's request. For commercial customers, a one and one half percent late payment charge will be assessed each month on any balance not paid on or before three business days after the due date of the bill. payment charge of one percent per manth is applied to any balance not paid by the bill date for the next month's bill. For residential customers, Xcel Energy will remove the assessment of a late Lato Paymont Chargo Xcol Energy will assess a lato payment charge on any unpaid balance exceeding \$50.00 in accordance with the applicable customer rate schedule. For residential customers, a late

Service and Facility Charge

The Service and Facility Charge is a flat monthly charge. The "Service" portion of this charge recovers the cost of mater reading, billing, customer accounting and customer service. The "Facility" portion of this charge recovers the fixed costs associated with Xcel Energy's investment in customer related facilities such as melais and service laterals.

Energy Assistance Charge (EAC)

Required by House Bill 21-1105, we collect and remit this menthly charge to Energy Outreach Colorado ferbill assistance for income-qualified customers. If you're struggling to pay your utility bills, you might qualify for exemption from a monthly charge related to energy assistance and be eligible for utility bill payment assistance. Please call 1-866-HEAT-HELP to see Ifyou qualify. You may request to optode of this diarge by calling 800-895-4999. St tiene difficultades para pagar sus facturas de energía, es possible que retina los requisitos para recibir aststencia para el payo de facturas y que sea elegible para la exentión del cargo por eststencia energética. Lleme al 1-866-HEAT-HELP (1-866-432-8435) para ver si califica para recibir asistoncia

ABOUT YOUR ELECTRIC RATES** Learn more at xcelenergy.com/MyBill

Colorado Energy Plan Adjustment (CEPA)

Xcel Energy's Comanche coal units in order to deliver a cleanar energy mix. This charge applies to all base rates, including the Service and Facility Charge, the Energy or Usage Charge and the Demand or Capacity Charge, base rate adjustments and non-base rate adjustments, but excludes This charge represents 1% of an electric bill and funds the early voluntary refirement for the EGC !

Perniánd Charge

This charge recovers the fixed costs associated with the system capacity necessary to produce and deliver power to you. This includes the fixed costs associated with Xcol Energy's investment in production, transmission and distribution facilities.

Electric Commodity Adjustment (ECA)

All rate schedules are subject to the ECA, which recovers the cost of fuel and purchased energy used to supply electric service. Commercial and Industrial Primary, Transmission and Special Contract Service customers shall be billed under the appropriate Time-Of-Use ECA rate. The ECA is subject to charges no less frequently than quarterly.

Energy Charge

٢

Production Meter Charge

The Production Mater maasures the output of a customer's on-site generator. The Production Meter Charge is a flatmonthly charge and is applicable to customers that have customer-owned generation in parellel with Xcel Energy's system and recovers the cost of the meter.

Purchasod Capacity Cost Adjustment (PCCA)

All rate schedules are subject to the PCCA. The PCCA recovers the cost to purchase electric generation capacity from other suppliers and is subject to annual changes to be effective on January 1 of each year. Rovenue Decoupling Adjustment (RDA) is a pilot applicable for all electric service under Schedules R, RE-TOU, R-OO, Cand C-TOU, and the rates shown are effective during summer months. The RDA Pilot terminates on Dec. 31, 2023.

This charge represents 1% of an electric bill and funds the renewable energy program as required by Colorado law under which utilities must generate or purchase increasing portions of their elactricity from sun, wind or biomass. This charge applies to all base rates, including the Service and Pasitity charge, the Energy or Usage Charge with the Energy or Usage Charge and the Demand or Capacity Charge, base rate adjustments Ronowable Energy Standard Adjustment (RESA)

(2) Xcel Energy



(2) Xeel Energy*



Exhibit D Legal Description

Lot 1,
Vetos Industrial Tract,
as per the plat thereof recorded April 17, 1984 at Reception No. B498428,
EXCEPTING therefrom, that portion as conveyed to Adams County in the Deed recorded January 13,
1992 in Book 3855 at Page 295,
County of Adams, State of Colorado.

Also known as 6515 Delaware St, Denver, CO 80221

Exhibit E



TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0098568 Parcel 0182503304011

Assessed To VETOS WILLIAM 5473 SECREST COURT GOLDEN, CO 80403 Certificate Number 2023-234658

Order Number

Vendor ID

Christine M Francescani

1801 California Street, suite 2600, denver, co 80202

Legal Description

Situs Address

SUB:VETOS INDUSTRIAL TRACT LOT:1 DESC: EXC HIWAY

6515 DELAWARE ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$22,678.60	\$0.00	\$0.00	(\$22,678.60)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 08/14	4/2023				\$0.00

Tax Billed at 2022 Rates for Tax Area 038 - 038

Tax Billed at 2022 Rates for Tax Area 038 - 03	8				
Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$766.02	COMM LND SPEC	\$628,550	\$182,280
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$3,719.69	PURPOS		
ADAMS COUNTY	26.9670000	\$5,714.31	SPECIAL PURPOSE	\$102,140	\$29,620
SD 1	57.8890000	\$12,266.68	Total	\$730,690	\$211,900
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$21.19			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$190.71			
Taxes Billed 2022	107.0250000	\$22,678.60			
* Credit Levy					

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,

Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601



Exhibit F

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

			field and Woods
(the "Appl	icant") by signi	ng below, here	by declare and certify as follows:
With respe	ct to the proper	ty located at:	
		6515 Delaware	St. Denver, CO 80221
	l Description:	Lot 1, Vetos Indus	trial Tract, as per the plat thereof recorded April 1 7,1 984at Reception No. FING therefrom, that portion as conveyed to Adams County in the Deed
			3,1 992in Book 3855 at Page 295, County of Adams, State of Colorado
Parce	el #(s): <u>01</u> 82	50334011	
(PLEASE CH	HECK ONE):		
	On the	day of	, 20 , which is not less than thirty days
<u>approximations</u>	before the ini	tial public hear	, 20, which is not less than thirty days ring, notice of application for surface development was provided
			rsuant to section 24-65.5-103 of the Colorado Revised Statutes;
			<u>or</u>
<u>X</u>			rds of the Adams County Tax Assessor and the Adams County
			bove identified parcel and have found that no mineral estate
	owner is iden	tified therein.	,
Datas Asses		Applicant:	
Date: Augu	IST 29, 2023	Applicant.	
		By:	On behalf of Bill Vetos, Owner
		Print Name:	Christine Francescani, Fairfield and Woods
		Address:	1801 California St, Suite 2600
			Denver, CO 80202
STATE OF	COLORADO)	
	Denver)	
COUNTY	OF ADAMS)	
Cubaa	سورينو امسم اموطائس	u to hafana ma	this 19 day of Across 4 2027 by
Chr	istine Fra	n to before me	this 29 day of $August$, 2023 , by
Crir	sine ma	nescant.	
Witne	ess my hand and	l official seal.	
My Comm	ission expires:	9/17/202	4 Messica Doll
	_		Notary Fublic
Afren D	Lagouding Date T	· ·	Name and Advage of Parage Propagating Local Promintion
Ajier K	ecording Return T	0.	Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.

JESSICA BOOKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204032396
MY COMMISSION EXPIRES 09/17/2024