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: Zuni Residences, Plat Correction No. 1

Case Number: PLT2024-00026

October 17, 2024

The Adams County Planning Commission is requesting comments on the following application: **Plat Correction to vacate easements on the original plat.** This request is located at 5231 WYANDOT ST. The Assessor's Parcel Number is 0182516221033.

Applicant Information: JBL CONSULTING JOHN LUNA 3213 W 45TH AVE DENVER, CO

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 11/07/2024 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 CSpaid@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.

Cody Spaid Planner II



Community & Economic Development Department Planning & Development

4430 S. Adams County Pkwy., 1st Floor, Suite W2000B Brighton, CO 80601-8218 Phone: 720.523.6800 Website: adcogov.org

PLAT CORRECTION (LOT LINE ADJUSTMENT/VACATION)

ADAMS COUNTY

This application is intended to amend an approved and recorded subdivision plat. There are three types of plat corrections:

| Plat Correction: | Changing the plat to due to errors and omissions (dimensions, road names, etc.) |
|----------------------|---|
| Lot Line Vacation: | Removing a lot line (combination of two or more lots into one lot) |
| Lot Line Adjustment: | Realignment of a lot line or building envelope, or replatting of several lots, |
| | in which the original subdivision is not substantially modified, and |
| | additional lots are not created. |

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on pages 2-3.

Required Checklist Items

- **Development Application Form**
- Written Explanation
- Plat Correction Map
- Proof of Ownership
- Proof of Water and Sewer Services
- Proof of Utilities
- Certificate of Taxes Paid

Additional Required Checklist Items - *For Lot Line Vacations ONLY*

- Certificate of Notice to Mineral Estate Owners and Lessees
- Cei

Certificate of Surface Development

| Fee | s Due V | When Application is Deemed Complete | |
|-----------------|---------|-------------------------------------|--|
| Plat Correction | • | Residential Uses - \$600 | |
| | • | Non-Residential Uses - \$1000 | |

| Developmen | v & Economic at Department cogov.org | ADAMS COLORA | | 4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 рноме 720.523.6800 гах 720.523.6998 |
|-------------------|--|------------------|------------|--|
| PROJECT NAM | E: Zuni Re. | sidences | | |
| APPLICANT | | | | |
| Name(s): | John Luna | | Phone #: | 303-913-3396 |
| Address: | 3213 W. 4: | 5th AVE. | | |
| City, State, Zip: | Denver, C | olorado. 8 | 0211 | |
| 2nd Phone #: | | | Email: | Iblcousulting 130 guarl. com |
| OWNER | | | | |
| Name(s): | Fenice Par | tuers | Phone #: | 303-913-3396 |
| Address: | 3213 W.49 | Th AVE. | | |
| City, State, Zip: | Denver, Co | lovado. 802 | .11 | |
| 2nd Phone #: | | | Email: | J.b. I consulting 130 gmail.com |
| TECHNICAL RE | PRESENTATIVE (C | onsultant, Engin | eer, Surve | yor, Architect, etc.) |
| Name: | Ben Beisle | r | Phone #: | 303-501-1217 |
| Address: | | | | |
| City, State, Zip: | | | | |
| 2nd Phone #: | <u> </u> | | Email: | ben beisler@Wilson.com |
| | | | | |

DESCRIPTION OF SITE

| Address: | 5231 Wyandot St. Denver, Colorado |
|-------------------------------|-----------------------------------|
| City, State, Zip: | Donver, Colorado. 80211 |
| Area (acres or square feet): | 0.896 Acres |
| Tax Assessor Parcel Number | 0182516221031 |
| Existing Zoning: | R-3 |
| Existing Land Use: | Residential |
| Proposed Land Use: | Residential |
| Have you attended | d a Conceptual Review? YES NO |
| If yes, please list F | PRE#: |

I hereby certify that I am making this application as owner of the above-described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

| - | | No. of the local distance of | - |
|---|------|--|---|
| 1 | ala. | Luna | |
| 2 | ena | hund | |

Date: 10/03/24

Owner's Printed Name

Name:

1 CR

Owner's Signature

Explanation of Project:

Lot 1 of the Zuni Residences on 52nd and Zuni needs the 10' Utility and Drainage Easement Vacated for construction purposes of R-3 dwellings. This Easement is described and located on the Plat Correction Map that is attached to the application.

DESCRIPTION

Vacation of 10' Utility and Drainage Easement

All of the 10-foot drainage and utility easement lying within Lot 1, Carpenters District Council of Denver and Vicinity, at File 14, Map 102 and Lot 1 and Lot 2, Zuni Residences recorded at the office of the Adams County Clerk and Recorder, Adams County, Colorado, situated in the Northwest Quarter (NW1/4) of Section 16, Township 3 South, Range 68 West of the Sixth Principal Meridian; in the County of Adams, State of Colorado; more particularly described as follows:

Beginning at a point on the South line of Lot 1, Zuni Residences, whence the Southwest corner of said Lot 1 bears 102.00 Feet S89°59'52"W;

Thence N00°13'27"W, a distance of 170.13 Feet to a point on a North of said Lot 1;

Thence N89°59'51"E, along said North line, a distance of 18.00 Feet;

Thence N00°13'27"W, along the West line of said Lot 1, a distance of 130.10 Feet to the Northwest corner of said Lot 1;

Thence N89°59'51"E, along the North line of said Lot 1 and Lot 2, Zuni Residences, a distance of 104.00 Feet to the Northeast corner of said Lot 2;

Thence S00°13'27"E, along the East line of said Lot 2, a distance of 10.00;

Thence S89°59'51"W, a distance of 94.00 Feet;

Thence S00°13'27"E, a distance of 130.10 Feet;

Thence S89°59'51"W, a distance of 18.00 Feet;

Thence S00°13'27"E, a distance of 150.13 Feet;

Thence N89°59'51"E, a distance of 111.96 Feet;

Thence S00°13'27"E, a distance of 10.00 Feet to a point on the South line of said Lot 2;

Thence S89°59'51"W, along said Southerly line of said Lot 2 and Lot 1 a distance of 121.96 Feet to the POINT OF BEGINNING;

Containing 5242 Square Feet or 0.120 Acres, more or less.

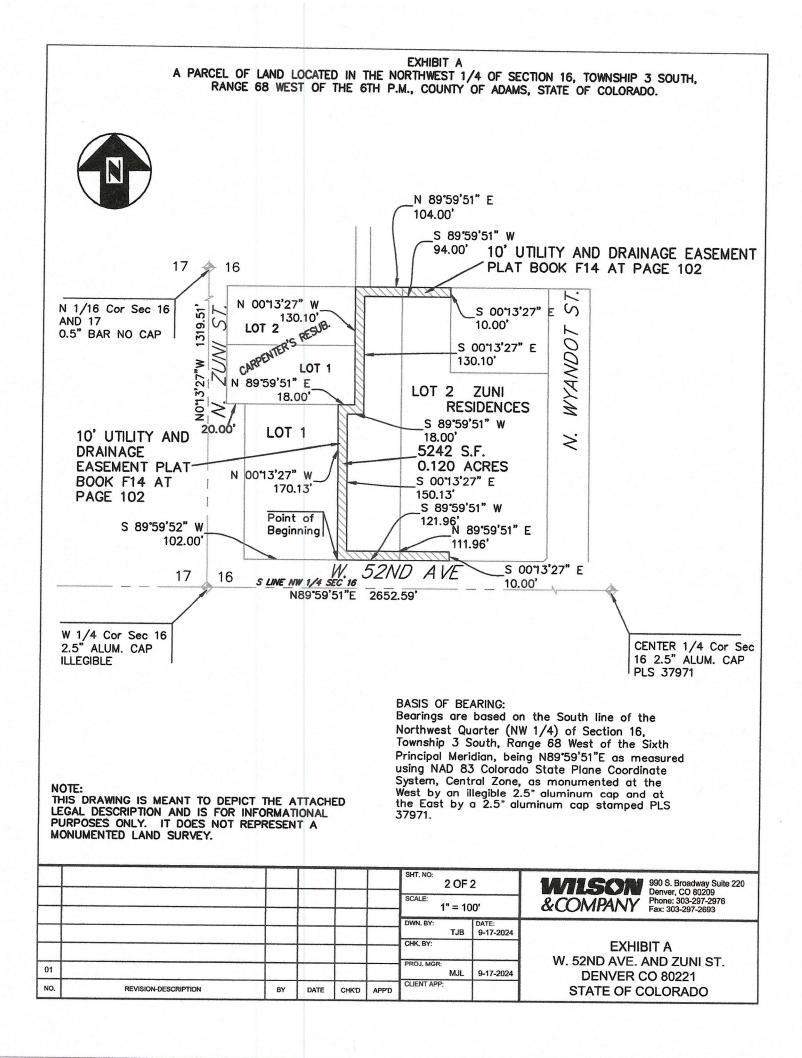
Basis of Bearings: Bearings are based on the South line of the Northwest One-Quarter (NW 1/4) of Section 16, Township 3 South, Range 68 West of the Sixth Principal Meridian, being N89°59'51"E as measured using NAD 83 Colorado State Plane Coordinate System, Central Zone, and as monumented on the West by an illegible 2.5" aluminum cap and on the East by a 2.5" aluminum cap stamped PLS 37971.

Legal Description Statement:

I, Michael J. Lindquist, a licensed land surveyor in the State of Colorado, do hereby state that the above legal description was prepared by me or under my direct supervision, and on the basis of my knowledge, information and belief, is correct

Michael J. Lindquist, Colorado PLS 38666 Wilson & Company 990 S. Broadway, Suite 220 Denver, CO 80209 mjlindquist@wilsonco.com Ph 303-501-1221 Fax 303-297-2693





RECEPTION#: 2014000009271, 02/14/2014 at 07:26:09 AM, 1 OF 1, D \$8.50 TD Pgs: 2 Doc Type:WTY Karen Long, Adams County, CO Recorded As Received

Doc Fee: \$8.50

WARRANTY DEED

This Deed, made February 13, 2014

Between Linda T Estrada-Vigil Trust of the County Adams, State of COLORADO, grantor(s) and Fenice Partners LLC, a Colorado limited liability company, whose legal address is 3223 W. 45th Avenue, Denver, CO 80211 County of Adams, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of EIGHTY-FIVE THOUSAND DOLLARS AND NO/100'S (\$85,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, State of COLORADO described as follows:

Plot 4, Robbins Subdivision, County of Adams, State of Colorado.

also known by street and number as 0 North Wyandot Street, Denver, CO 80221

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated January 3, 2014, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

Linda T Estrada-Vigil Trust

Estrade-Vig des AA By: Linda T. Estrada-Vigil, Trustee

STATE OF COLORADO COUNTY OF Adams }ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me February 13, 2014 by Linda T. Estrada-Vigil, Trustee of Linda T Estrada-Vigil Trust.

Witness my hand and official seal.

E STEWAR Public e of Colorado ee: June 5, 2017 nn Fx LIC# 20004023720

Notary Public My Commission expires:

ESCROW NO. 598-H0391185-035-APO

HITO

Wdcorp

HOMESTEAD title

390 Union Boulevard, Suite 110, Lakewood, CO 80228 (303) 815-1300 PHONE (303) 815-1309 FAX

COMMITMENT FOR TITLE INSURANCE

BY

First National Title Insurance Company

File No: H2430834-

SCHEDULE A

1. Commitment Date: April 11, 2024 8:00AM

| 2. | Policy (or Policies) to be issued: | Policy Amount | Premium |
|----|---|----------------------|------------|
| | a. Owner's Policy: Proposed Insured: | \$1,900,000.00 | \$4,446.00 |
| | Natomas Labs, Inc., A I | Delaware Corporation | |
| | b. Loan Policy: Proposed Insured: | | \$0.00 |
| | c. Endorsement(s): | | |
| | Tax Certificate | | \$30.00 |
| | d. Loan Policy Proposed Insured: | | |

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Fenice Partners LLC, a Colorado limited liability company

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT: Homestead Title and Escrow 390 Union Boulevard, Suite 110 Lakewood, CO 80228 Phone (303) 815-1300

THIS COMMITMENT IS SUBJECT TO ATTACHED STATEMENT OF TERMS, CONDITIONS AND STIPULATIONS

EXHIBIT "A"

LOT 1, ZUNI RESIDENCES, COUNTY OF ADAMS, STATE OF COLORADO.

For informational purposes only:

VACANT LAND Zuni Street, Denver, CO 80221

File No: H2430834

TITLE INSURANCE COMMITMENT

BY

First National Title Insurance Company SCHEDULE B – SECTION I

REQUIREMENTS

The following Requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
- 6. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County treasurer or authorized agent (pursuant to Senate Bill 92-143, CRS §10-11-122).
- Receipt by the Company of the appropriate Affidavit Indemnifying it against unfiled mechanic's and materialmen's liens.
- 8. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
- 9. Release of Deed of Trust from Fenice Partners LLC, a Colorado limited liability company to the Public Trustee of Adams County for the use of COMMERCE BANK to secure an indebtedness of \$245,000.00, dated January 18, 2022 and recorded February 4, 2022 at Reception No. 2022000010948.
- 10. Copy of the Operating Agreement and any and all amendments thereto for Fenice Partners LLC, a Colorado limited liability company must be furnished to Homestead Title and Escrow Lakewood. Said agreement must disclose who may convey, acquire, encumber, lease or otherwise deal with interests in real property for said entity. NOTE: Additional requirements may be necessary upon review of this documentation.

NOTE: Statement of Authority for Fenice Partners LLC, a Colorado limited liability company recorded July 23, 2020 at Reception No. 202000069397, discloses RICHARD LUNA MANAGING PARTNER authorized to execute on behalf of the entity.

- 11. Resolution from the Governing board of Natomas Labs, Inc., A Delaware Corporation a Colorado Corporation, authorizing this transaction and identifying the persons and titles of those who will execute on behalf of the corporation.
- 12. Duly acknowledged Statement of Authority for Natomas Labs, Inc., A Delaware Corporation setting forth the name of the Company, the names and addresses of all the said Company, the names of those Members who may acquire, convey, encumber, lease, or otherwise deal with interest in real property for said Company.
- 13. The Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein for the benefit of the proposed Insured, Schedule A, Item (2A).

NOTE: C.R.S 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the

same as the property address) be included on the face of the Deed to be recorded. Section 39-14-102(1)(a) of the Colorado Revised Statutes, requires all conveyance documents subject to the documentary fee submitted to the Clerk and Recorder for recording be accompanied by a Real property Transfer Declaration signed by the grantor or grantee.

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

TITLE INSURANCE COMMITMENT

BY

First National Title Insurance Company

SCHEDULE B – SECTION II

EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements or claims of easements, not shown by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to the water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 7. Taxes for the current year, including all taxes now or heretofore assessed, not yet due or payable.
- 8. Terms, agreements, provisions, conditions and obligations as contained in the EASEMENT DEED to BERKELEY WATER AND SANITATION DISTRICT recorded October 2, 2017 at Reception No. 2017000085909.
- 9. Terms, agreements, provisions, conditions and obligations as contained in the EASEMENT AGREEMENT to BEKELEY WATER AND SANITATION DISTRICT recorded October 2, 2017 at Reception No. 2017000085910.
- 10. Terms, agreements, provisions, conditions and obligations as contained in the POND AND RAIN GARDEN O&M PLAN recorded November 17, 2017 at Reception No. <u>2017000101731</u>.
- 11. Terms, agreements, provisions, conditions and obligations as contained in the AGREEMENT FOR SEWR MAIN recorded November 14, 2018 at Reception No. <u>2018000091796</u>.
- 12. Terms, agreements, provisions, conditions and obligations as contained in the RESOLUTION 2018-055 recorded February 2, 2018 at Reception No. <u>2018000009987</u>.
- 13. Terms, agreements, provisions, conditions and obligations as contained in the RESOLUTION 2018-056 recorded February 2, 2018 at Reception No. <u>2018000009988</u>.
- 14. Easements, notes, covenants, restrictions and rights-of-way as shown on the Plat of ZUNI RESIDENCES recorded February 8, 2018 at Reception No. <u>2018000011438</u>.
- 15. Covenants, conditions, restrictions, easements, assessments, provisions and all other matters, which however, do not contain a forfeiture or reverter clause and deleting restrictions, if any, based upon race,

color, religion, or national origin, as set forth in an instrument recorded May 24, 2019, at Reception No. <u>2019000039703</u> and First Amendment recorded July 30, 2019 at Reception No. <u>2019000060643</u>, and any and all amendments, supplements and annexations thereto.

AFFILIATED BUSINESS DISCLOSURE

To: Natomas Labs, Inc., A Delaware Corporation & Fenice Partners LLC, a Colorado limited liability company

From: Homestead Title and Escrow - Lakewood

Property: VACANT LAND Zuni Street, Denver, CO 80221

Date: April 15, 2024

This is to give you notice that Homestead Title and Escrow - Lakewood has a business relationship with First National Title Insurance Company (FNTI). Homestead Title and Escrow - Lakewood is a majority owned subsidiary of Shaddock National Holdings Company, and First National Title Insurance Company is a wholly owned subsidiary of Shaddock National Holdings Company. Because of this relationship, this referral may provide Shaddock National Holdings Company a financial or other benefit.

A. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

First National Title Insurance Company – charges are dependent on the liability, type of coverage contained in the policy(ies), and type of policy(ies) to be issued. Charges will range from a minimum premium of \$350 to a premium of \$30,715 for a \$20,000,000 policy.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that referring party is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral. June 18, 2024

Fenice Partners LLC, a Colorado limited liability company

Natomas Labs, Inc., A Delaware Corporation

BERKELEY WATER AND SANITATION DISTRICT 4455 WEST 58th AVENUE, UNIT A ARVADA, COLORADO 80002 303-477-1914 Email: berkeleywater@gmail.com

9/11/2024

Fenice Partners LLC 3223 W 45th Ave Denver, CO 80221

Re: Parcel 0182516221031 (W 52nd Ave & Zuni St), Denver, CO 80221 Availability of sanitary sewer services

Dear John:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.

2. The District owns an 8" sewer main in an existing Easement near Zuni St. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.

3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.

4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.

5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

6. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

7. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

8. Sewer tap fees will be payable to the District, which also collects Metro Water Recovery's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through September 11, 2025. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,

· Dawn Well

BERKELEY WATER AND SANITATION DISTRICT

DENVER WATER

1600 West 12th Ave Denver, CO 80204-3412 303.628.6000 denverwater.org

10-10-22

Fenice Partners Attn: John Luna 3213 W 45th Ave Denver, CO 80211

RE: 52ND & ZUNI SEE PAGE 2

Dear Fenice Partners

Denver Water has been asked to determine whether the property described on the attached layout is located within Denver Water's service area and eligible to receive water service from Denver Water. This letter verifies that the property is located within the City and County of Denver or one of Denver Water's Total Service Distributor service area. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, you should determine the regulations and charges that might apply. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with Denver Water's Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Jackson Marshall Jackson Marshall Diff: CN = Jackson Mashall Diff: CN = Jackson Mashall and E = Jackson. View State/State Admin Disc: 2211.0811 075145 - 06007

Jackson Marshall Sales Administration

| Account No. | XX-0014588622-X | |
|-------------|------------------------|--|
| Job No. | 13419645 | |
| Job Address | 5231 WYANDOT ST UNIT 1 | |
| | DENVER, CO 80211 | |
| | | |



Public Service Company of Colorado 555 Zang Lakewood, CO 80228

Dear FENICE PARTNERS LLC

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for * New Electric Distribution

Your portion of the cost of this project is <u>\$20,546.10</u>. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

Documents to be returned to Xcel Energy:

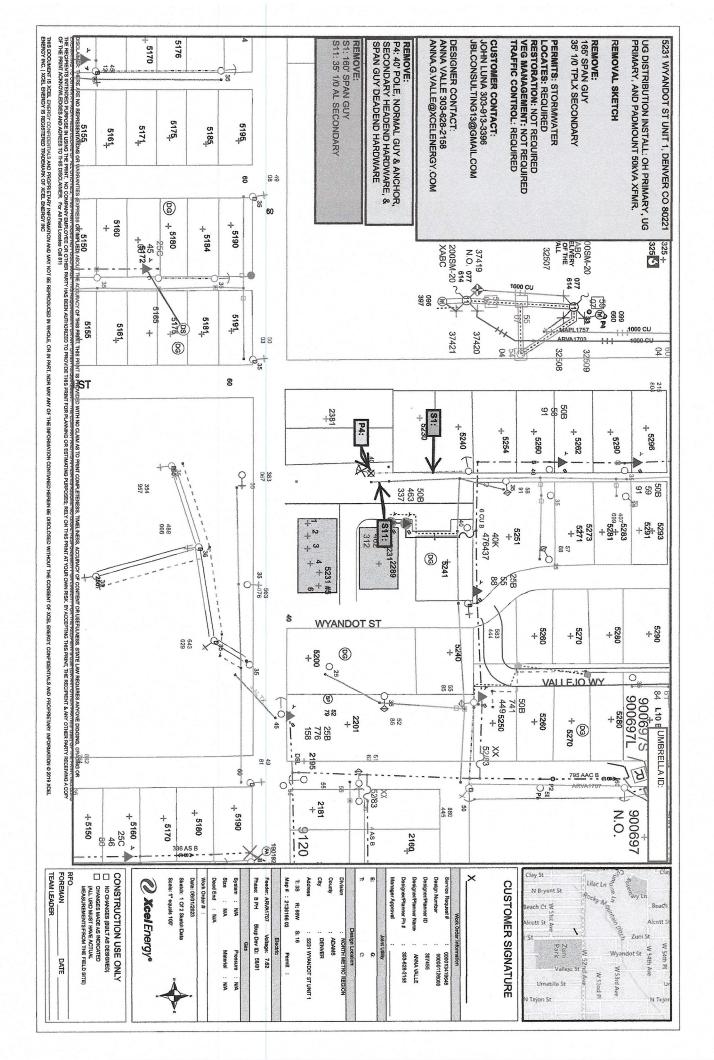
- * On-Site Distribution Extension Agreement (Electric)
- * Frost Agreement
- * Contingency List

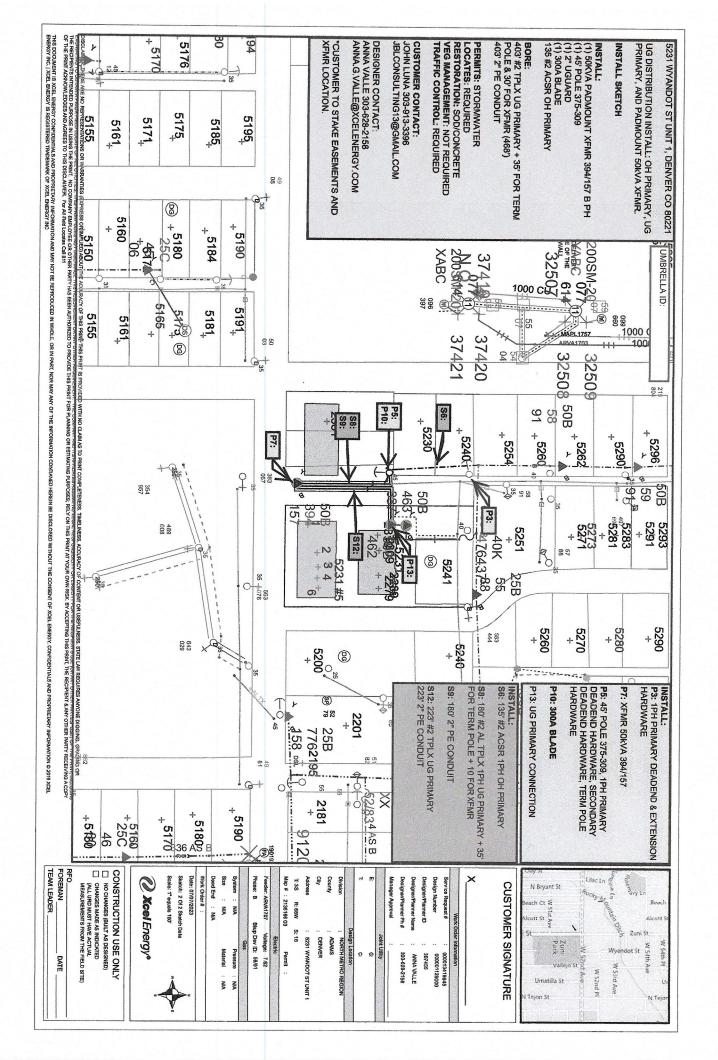
Additional enclosures: * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely, Anna Valle Contractor Prof Consultant 555 Zang Lakewood, CO 80228 Pike Engineering Anna.G.Valle@xcelenergy.com 303-628-2158







ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

| DAT | ount | Parcel Number | Rece | ipt Date | R | eceipt Num | ber |
|---|---|---|-----------|---|--|--|---|
| RUI | 94141 | 0182516221031 | Feb 2 | 2, 2024 | | 024-02-02-7 | |
| 32 | ENICE PARTNERS LLC 23 W 45TH AVE ENVER, CO 80211-1337 | | | | | | |
| • = • = Citur | Address | | | | ******* | | |
| 0 | AUUIUSS | | Payor | | | | |
| U | | | 3223 \ | CE PARTNER W 45TH AVE VER, CO 8021 | | | |
| Legal | Description | | DLIVV | LAX, CO 8021 | 1-1337 | | |
| ZUNI | RESIDENCES LOT 1 | | | | | | |
| - | rty Code | | Actual | Assessed | Year | Area | Mill Levy |
| | ANT RESIDENTIAL - 0 | 100 | 400,232 | 111,660 | 2023 | 480 | 115.893 |
| | ents Received | | | | | | 110,092 |
| Check | | | | | \$15,97 | 0.72 | |
| | eck Number 0511712123 yor FENICE PARTNERS)211-1337 | | VE DENVEI | λ , | | | |
| CO 80 | | | | | | | |
| | ents Applied | | | | | | |
| Payme Year | Charges | Billed | Prior F | ayments | New Pavm | ents | Ralance |
| Payme Year 2023 | Charges Tax Charge | Billed \$12,940.62 | Prior F | ayments \$0.00 | New Payme \$(| | Balance \$12,940,62 |
| Payme Year 2023 2022 | Charges Tax Charge Advertising Fee | and a second s | Prior F | - | \$(| 0.00 | \$12,940.62 |
| Payme Year 2023 2022 | Charges Tax Charge Advertising Fee COP FEE | \$12,940.62 \$20.00 \$14.00 | Prior F | \$0.00 | \$(\$(| | \$12,940.62 \$0.00 |
| Payme Vear 2023 2022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee | \$12,940.62 \$20.00 \$14.00 \$7.00 | Prior F | \$0.00 \$20.00 | \$0 \$0 \$0 |).00).00 | \$12,940.62 \$0.00 \$0.00 |
| ayme (ear (023) (022) (022) (022) (022) | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 | | \$0.00 \$20.00 \$14.00 | \$0 \$0 \$0 \$7 |).00).00).00 | \$12,940.62 \$0.00 \$0.00 |
| Payme Year 2023 2022 022 022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge Interest Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 \$567.09 | | \$0.00 \$20.00 \$14.00 \$0.00 \$425.31 \$567.09 | \$0 \$0 \$7 \$0 | 0.00 0.00 0.00 7.00 | \$12,940.62 \$0.00 \$0.00 \$0.00 |
| Payme Year 2023 2022 022 022 022 022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge Interest Charge Lien Interest Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 \$567.09 \$760.18 | | \$0.00 \$20.00 \$14.00 \$0.00 \$425.31 \$567.09 \$0.00 | \$0 \$0 \$7 \$0 |).00).00).00 /.00).00 | \$12,940.62 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| Payme Year 2023 2022 2022 022 022 022 022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge Lien Interest Charge Tax Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 \$567.09 \$760.18 \$14,177.14 | | \$0.00 \$20.00 \$14.00 \$0.00 \$425.31 \$567.09 \$0.00 \$,177.14 | \$0 \$0 \$7 \$0 \$0 \$760 \$760 \$0 | 0.00 0.00 0.00 7.00 0.00 0.00 0.18 0.00 | \$12,940.62 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| Payme Vear 023 022 022 022 022 022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge Interest Charge Lien Interest Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 \$567.09 \$760.18 | | \$0.00 \$20.00 \$14.00 \$0.00 \$425.31 \$567.09 \$0.00 | \$0 \$0 \$7 \$0 \$0 \$760 | 0.00 0.00 0.00 7.00 0.00 0.00 0.18 0.00 | \$12,940.62 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| Payme Year 2023 2022 022 022 022 022 022 022 | Charges Tax Charge Advertising Fee COP FEE Redemption Fee Interest Charge Lien Interest Charge Tax Charge | \$12,940.62 \$20.00 \$14.00 \$7.00 \$425.31 \$567.09 \$760.18 \$14,177.14 \$15,203.54 | | \$0.00 \$20.00 \$14.00 \$0.00 \$425.31 \$567.09 \$0.00 \$,177.14 \$0.00 | \$0 \$0 \$7 \$0 \$0 \$760 \$760 \$0 | 0.00 0.00 0.00 0.00 0.00 0.00 0.18 0.00 0.54 | \$12,940.62 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 |

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

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