



Community & Economic Development Department
4430 S. Adams County Pkwy.
1st Floor, Suite W2000B
Brighton, CO 80601
PHONE 720.523.6800
EMAIL epermitcenter@adcogov.org
adcogov.org

Request for Comments

Case Name: Quiktrip 4281 Subdivision Final Plat

Case Number: PLT2025-00052

December 17, 2025

The Adams County Planning Commission is requesting comments on the following application: **Minor Subdivision Plat to create one lot within the Industrial-2 zone district on approximately four acres.** This request is located at 9595 HIGHWAY 85. The Assessor's Parcel Number is 0172120000057.

Please forward any written comments on this application to the Community and Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by **01/07/26** 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 DDeBoskey@adamscountycogov.

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 <https://adamscountycogov/our-county/community-economic-development/planning-development/current-land-use-cases/>

Si usted tiene preguntas, por favor escribanos un correo electrónico a cedespanol@adcogov.org para asistencia en español. Por favor incluya su dirección o número de caso para poder ayudarle mejor.

Thank you for your review of this case.

David DeBoskey
Planner II

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica
DISTRICT 1

Kathy Henson
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



FINAL PLAT

(MINOR SUBDIVISION)

A minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. Minor subdivisions are processed through this application for final plat. Two public hearings are required in the processing of this application. A separate application for Subdivision Engineering Review must be filed in addition to this application for final plat.

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

Final Plat

Legal Description

Conceptual Site Plan

Proof of Ownership

Proof of Water and Sewer Services

Proof of Utilities

Certificate of Taxes Paid

Receipt of Payment to Colorado Geological Survey

Subdivision Engineering Review Application. If already filed, please identify the case number here:

Discretionary Checklist Items [Please see email not requiring these items.](#)

Neighborhood Meeting Summary

School Impact Analysis

Please see email from engineering department that engineering can be reviewed separately from subdivision plat but plat cannot be recorded until Engineering Plans are approved.

Fees Due When Application is Deemed Complete	
Minor Subdivision (final plat)	• \$1,600

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

Application Type:

<input checked="" type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input checked="" type="checkbox"/> Other: <u>Minor Subdivision Plat</u>

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address: 9595 Highway 85

City, State, Zip: Henderson, CO 80640

Area (acres or square feet): 3.936 Acres

Tax Assessor Parcel Number: 0172120000057

Existing Zoning: I2

Existing Land Use: Storage Facility

Proposed Land Use: QuikTrip Convenience Store with Fueling

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#: 2025-00075

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: Taylor Merritt

Date: 11/21/2025

Owner's Printed Name

Name: 
Owner's Signature



December 1, 2025

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

***Minor Subdivision Plat Letter of Intent
Proposed Quiktrip #4281 - Interstate 76 and East 96th Avenue***

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Minor Subdivision Plat package for the above-referenced project on behalf of QuikTrip (the "Site Developer").

GENERAL PROJECT INFORMATION

The Site is located at the southwest corner of Interstate 76 and East 96th Ave. at 9595 Highway 85 in Adams County, Colorado. The Site totals approximately 3.95 acres. The site is bounded by industrial development to the south and west. The project proposal will be for a QuikTrip fueling station.

PROJECT PURPOSE

The current site is made up of a single lot consisting of approximately 3.95 acres with a distribution warehouse and storage facility. The lot will be redeveloped as a QuikTrip fueling station and is proposed to consist of a new single-story Fuel Station Convenience Store, including a to-go kitchen, detached pumps, drive aisles and parking, landscaping, and associated utility improvements.

The existing parcel was created 4/30/1976 as recorded in Book 2076, Page 785. A minor subdivision plat is required to locate the parcel within a subdivision due to Colorado State statutes and the parcel lot size being under 35 acres.

The existing lot is proposed to remain as a single 3.95 acre lot with the minor subdivision plat submittal.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Jessica McCallum, P.E.

QUIKTRIP 4281 SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 1 OF 4

OWNERSHIP CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL "O":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH AND 214.9 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE WEST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 438.70 FEET; THENCE ON AN ANGLE OF 90 DEGREES 01 MINUTES TO THE LEFT, ALONG A LINE 653.6 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 335.82 FEET; THENCE ON AN ANGLE OF 74 DEGREES 19 MINUTES 15 SECONDS TO THE LEFT, A DISTANCE OF 402.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85; THENCE NORTHERLY ON AN ANGLE OF 92 DEGREES 50 MINUTES 45 SECONDS TO THE LEFT ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.08 FEET; THENCE ON AN ANGLE OF 41 DEGREES 37 MINUTES 30 SECONDS TO THE LEFT ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 73.1 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL "O-1" (PORTION OF STRIP TO BE PAIRED WITH PARCEL "O"):

DESCRIBED IN QUIET TITLE DECREE RECORDED JANUARY 15, 2025 UNDER RECEPTION NO. 2025000002483 AS FOLLOWS:

A STRIP OF LAND OF UNEVEN WIDTH LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20 MONUMENTED BY A FOUND BROKEN CAP WITH ILLEGIBLE MARKINGS IN A MONUMENT BOX, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 20, MONUMENTED BY A FOUND 3-1/2 INCH ALUMINUM CAP MARKED "LAMP RYNERSON PLS 38318 2018", BEARS SOUTH 00° 24' 14" EAST, AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS REFERENCED TO THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83, A GROUND DISTANCE OF 2649.94 FEET, MONUMENTING THE EAST LINE OF SAID OF SAID NORTHEAST QUARTER OF SECTION 20 AND ALL BEARINGS HEREIN ARE RELATIVE THERETO; THENCE SOUTH 89° 35' 35" WEST 653.60 FEET ON THE NORTH LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 20 TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED FROM LUTHER PALMER TO DAN H. PIKE BY A WARRANTY DEED RECORDED FEBRUARY 21, 1888 IN BOOK A19 AT PAGE 90 IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO; THENCE SOUTH 00° 24' 14" EAST 30.00 FEET ON THE WEST LINE OF SAID TRACT TO A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED "PLS 38567" SET (BY A PRIOR SURVEY DEPOSITED WITH ADAMS COUNTY AND FILED IN SURVEY DEPOSIT BOOK 1, PAGE 5728, RECEPTION 2021-177) ON THE SOUTH RIGHT-OF-WAY LINE OF E. 96TH AVENUE (NO DOCUMENTATION FOUND FOR SAID SOUTH RIGHT-OF-WAY), BEING THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO MERRITT PROPERTY GROUP, LLC AND DESCRIBED IN A WARRANTY DEED RECORDED AUGUST 16, 2004 AS RECEPTION NO. 20040816000770120 IN SAID CLERK AND RECORDER'S OFFICE; THENCE CONTINUING SOUTH 00° 24' 14" EAST 335.82 FEET ON SAID WEST LINE, ALSO BEING THE WEST LINE OF SAID MERRITT PROPERTY GROUP, LLC PARCEL, 653.60 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, TO THE SOUTHWEST CORNER OF SAID MERRITT PROPERTY GROUP, LLC PARCEL; THENCE NORTH 74° 46' 36" WEST 7.10 FEET ON THE NORTHWESTERLY EXTENSION OF THE SOUTH LINE OF SAID MERRITT PROPERTY GROUP, LLC PARCEL TO THE EAST LINE OF R&O SUBDIVISION, A SUBDIVISION OF LAND IN ADAMS COUNTY, COLORADO, THE PLAT OF SAID SUBDIVISION RECORDED MARCH 19, 1985 AS FILE NO. 16, MAP 238, NOW FILED AS RECEPTION NO. 1985020561589 IN SAID CLERK AND RECORDER'S OFFICE, SAID EAST LINE OF R&O SUBDIVISION BEING COTERMINOUS WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00° 16' 58" WEST 333.91 FEET ON SAID EAST LINE OF R&O SUBDIVISION TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89° 35' 35" EAST 6.13 FEET ON SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING 173,615 SQUARE FEET OR 3.986 ACRES, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO 1 LOT AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF QUIKTRIP 4281 SUBDIVISION A SUBDIVISION IN THE COUNTY OF ADAMS, STATE OF COLORADO.

THERE TO THIS ___ DAY OF _____, 2025

OWNER: QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

BY: _____ ITS: DIRECTOR OF REAL ESTATE
 JASON ACORD

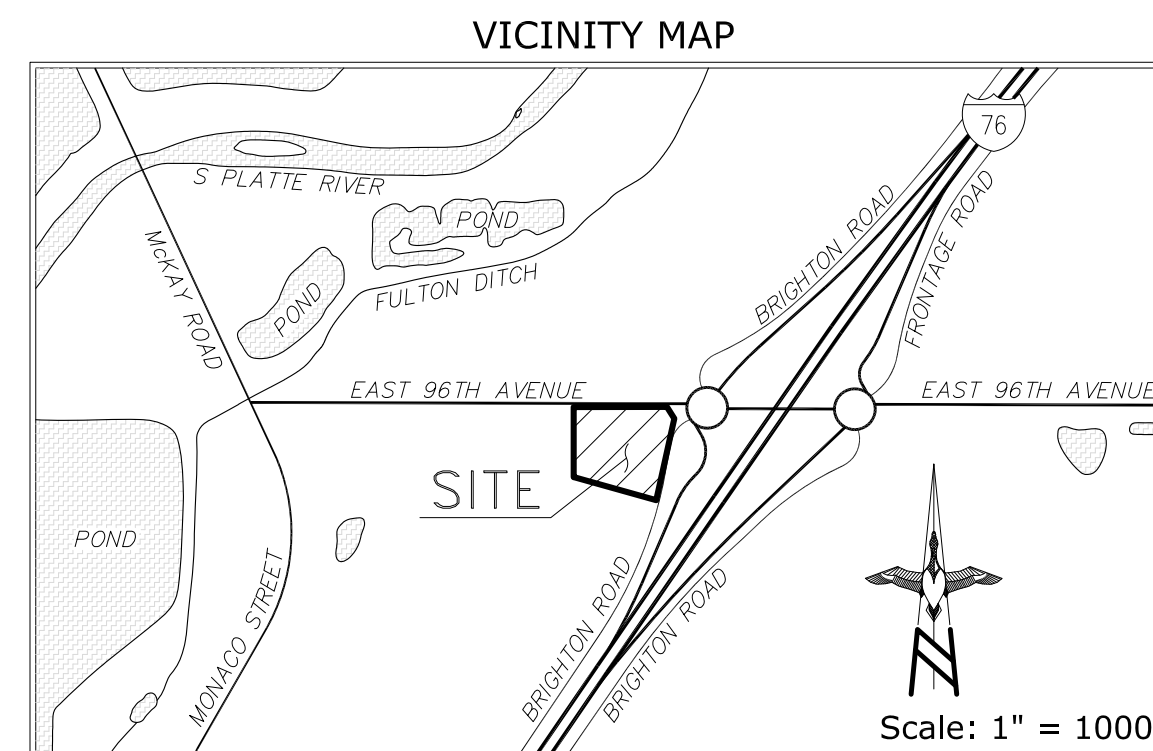
STATE OF KANSAS)
)SS
 COUNTY OF JOHNSON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ A.D. 2025, BY JASON ACORD AS DIRECTOR OF REAL ESTATE OF QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



GENERAL NOTES:

- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE SURVEYED PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, PANEL 607 OF 1150, COMMUNITY PANEL NUMBER 08001C0607H AND DATED MARCH 5, 2007 - THE SURVEYED PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA, BEING LOCATED IN AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, WHICH BEARS SOUTH 89°35'12" WEST (NAD 83), BETWEEN THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, ALTURA LAND CONSULTANTS, LLC RELIED UPON TITLE COMMITMENT NO. ABZ70876569-2, ISSUED BY LAND TITLE GUARANTEE COMPANY, HAVING AN EFFECTIVE DATE OF AUGUST 9, 2025.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.3712 U.S. SURVEY FEET, EXACTLY, ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OF LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER(S) FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).

LAND USE TABLE:

GROSS ACREAGE	3.936±
NET ACREAGE	3.936±
NUMBER OF LOTS	1
NUMBER OF TRACTS	0
NET ACREAGE FOR PUBLIC STREETS	0.000±

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	EXISTING BOUNDARY & EASEMENT DETAIL
SHEET 3	FINAL BOUNDARY & EASEMENT DETAIL
SHEET 4	MONUMENT DESCRIPTIONS, REFERENCES, & LINE TABLE

SURVEYOR'S CERTIFICATE:

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE 17TH DAY OF NOVEMBER 2025, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS ___ DAY OF _____, 2025.

LICENSED PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER 38081

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT APPROVAL:

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT THIS ___ DAY OF _____, 2025.

PLANNING AND DEVELOPMENT MANAGER

RECORDERS CERTIFICATE:

STATE OF COLORADO)
)SS
 COUNTY OF ADAMS)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 2025, AT ___ O'CLOCK __ M.,
 RECEPTION NO. _____.

CLERK AND RECORDER _____

BY _____
 DEPUTY



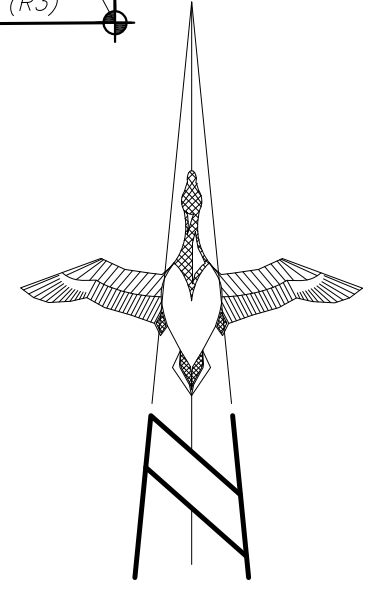
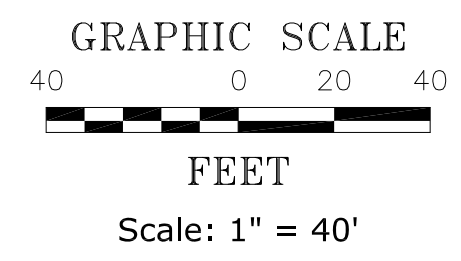
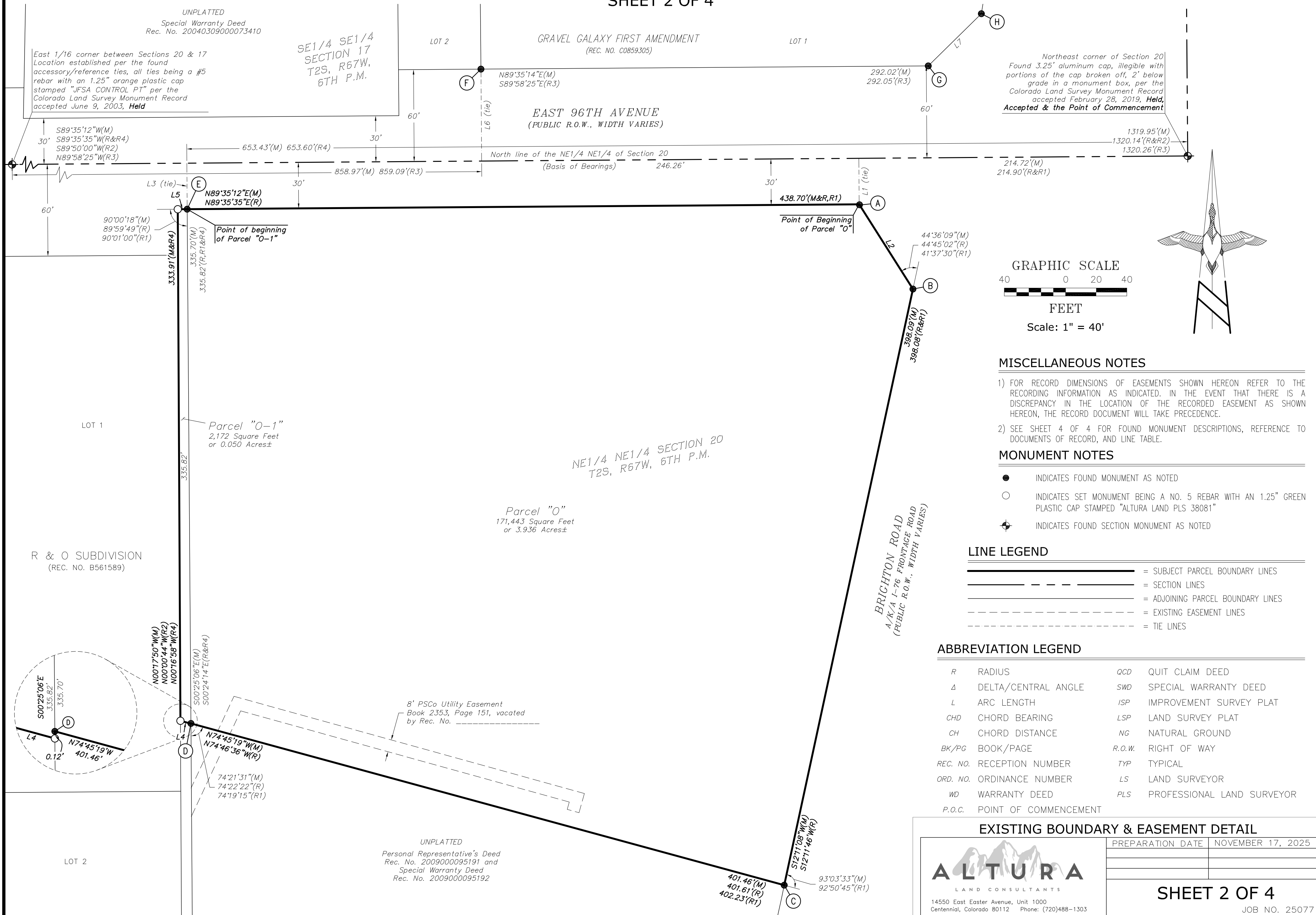
PREPARATION DATE NOVEMBER 17, 2025

SHEET 1 OF 4

JOB NO. 25073

QUIKTRIP 4281 SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 4



- MISCELLANEOUS NOTES**
- FOR RECORD DIMENSIONS OF EASEMENTS SHOWN HEREON REFER TO THE RECORDING INFORMATION AS INDICATED. IN THE EVENT THAT THERE IS A DISCREPANCY IN THE LOCATION OF THE RECORDED EASEMENT AS SHOWN HEREON, THE RECORD DOCUMENT WILL TAKE PRECEDENCE.
 - SEE SHEET 4 OF 4 FOR FOUND MONUMENT DESCRIPTIONS, REFERENCE TO DOCUMENTS OF RECORD, AND LINE TABLE.

- MONUMENT NOTES**
- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES SET MONUMENT BEING A NO. 5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"
 - ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED

- LINE LEGEND**
- = SUBJECT PARCEL BOUNDARY LINES
 - - - - - = SECTION LINES
 - = ADJOINING PARCEL BOUNDARY LINES
 - - - - - = EXISTING EASEMENT LINES
 - - - - - = TIE LINES

- ABBREVIATION LEGEND**
- | | | | |
|----------|-----------------------|--------|----------------------------|
| R | RADIUS | QCD | QUIT CLAIM DEED |
| Δ | DELTA/CENTRAL ANGLE | SWD | SPECIAL WARRANTY DEED |
| L | ARC LENGTH | ISP | IMPROVEMENT SURVEY PLAT |
| CHD | CHORD BEARING | LSP | LAND SURVEY PLAT |
| CH | CHORD DISTANCE | NG | NATURAL GROUND |
| BK/PG | BOOK/PAGE | R.O.W. | RIGHT OF WAY |
| REC. NO. | RECEPTION NUMBER | TYP | TYPICAL |
| ORD. NO. | ORDINANCE NUMBER | LS | LAND SURVEYOR |
| WD | WARRANTY DEED | PLS | PROFESSIONAL LAND SURVEYOR |
| P.O.C. | POINT OF COMMENCEMENT | | |

EXISTING BOUNDARY & EASEMENT DETAIL

<p>ALTURA LAND CONSULTANTS 14550 East Easter Avenue, Unit 1000 Centennial, Colorado 80112 Phone: (720)488-1303</p>	PREPARATION DATE	NOVEMBER 17, 2025
	<p>SHEET 2 OF 4</p> <p>JOB NO. 25077</p>	

UNPLATTED
 Special Warranty Deed
 Rec. No. 20040309000073410

SE1/4 SE1/4
 SECTION 17
 T2S, R67W,
 6TH P.M.

GRAVEL GALAXY FIRST AMENDMENT
 (REC. NO. C0859305)

EAST 96TH AVENUE
 (PUBLIC R.O.W., WIDTH VARIES)

North line of the NE1/4 NE1/4 of Section 20
 (Basis of Bearings)

Northeast corner of Section 20
 Found 3.25' aluminum cap, illegible with
 portions of the cap broken off, 2' below
 grade in a monument box, per the
 Colorado Land Survey Monument Record
 accepted February 28, 2019, Held,
 Accepted & the Point of Commencement

East 1/16 corner between Sections 20 & 17
 Location established per the found
 accessory/reference ties, all ties being a #5
 rebar with an 1.25" orange plastic cap
 stamped "JFSA CONTROL PT" per the
 Colorado Land Survey Monument Record
 accepted June 9, 2003, Held

S89°35'12"W(M)
 S89°35'35"W(R&R4)
 S89°50'00"W(R2)
 N89°58'25"W(R3)

N89°35'12"E(M)
 N89°35'35"E(R)

90°00'18"(M)
 89°59'49"(R)
 90°01'00"(R1)

Point of beginning
 of Parcel "O-1"

Point of Beginning
 of Parcel "O"

44°36'09"(M)
 44°45'02"(R)
 41°37'30"(R1)

Parcel "O-1"
 2,172 Square Feet
 or 0.050 Acres±

Parcel "O"
 171,443 Square Feet
 or 3.936 Acres±

NE1/4 NE1/4 SECTION 20
 T2S, R67W, 6TH P.M.

R & O SUBDIVISION
 (REC. NO. B561589)

8' PSCo Utility Easement
 Book 2353, Page 151, vacated
 by Rec. No. _____

UNPLATTED
 Personal Representative's Deed
 Rec. No. 2009000095191 and
 Special Warranty Deed
 Rec. No. 2009000095192

LOT 2

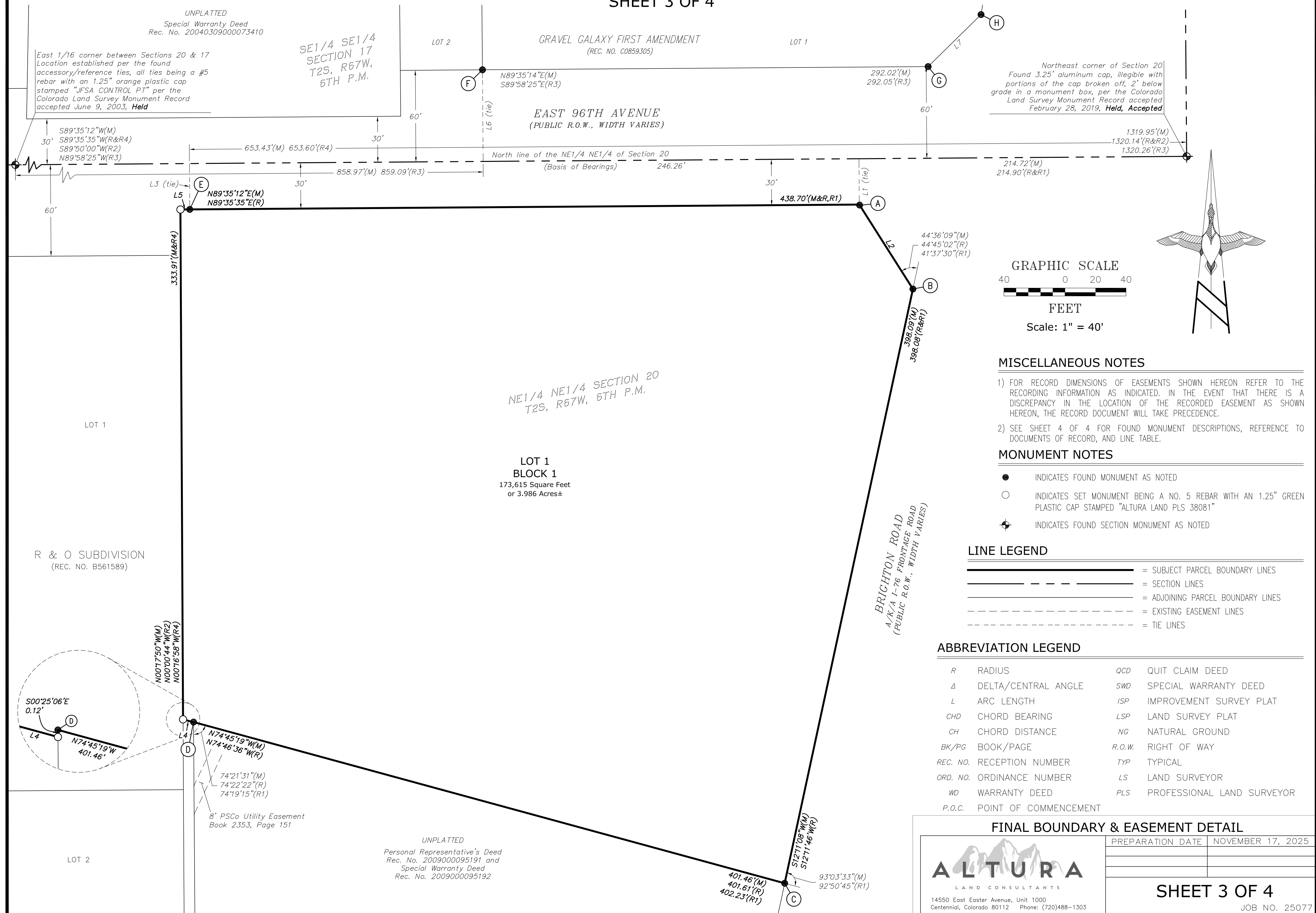
LOT 1

LOT 2

LOT 1

QUIKTRIP 4281 SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 4



Northeast corner of Section 20
 Found 3.25' aluminum cap, illegible with
 portions of the cap broken off, 2' below
 grade in a monument box, per the Colorado
 Land Survey Monument Record accepted
 February 28, 2019, Held, Accepted

UNPLATTED
 Special Warranty Deed
 Rec. No. 2004030900073410

SE 1/4 SE 1/4
 SECTION 17
 T2S, R67W,
 6TH P.M.

East 1/16 corner between Sections 20 & 17
 Location established per the found
 accessory/reference ties, all ties being a #5
 rebar with an 1.25" orange plastic cap
 stamped "JFSA CONTROL PT" per the
 Colorado Land Survey Monument Record
 accepted June 9, 2003, Held

GRAVEL GALAXY FIRST AMENDMENT
 (REC. NO. C0859305)

EAST 96TH AVENUE
 (PUBLIC R.O.W., WIDTH VARIES)

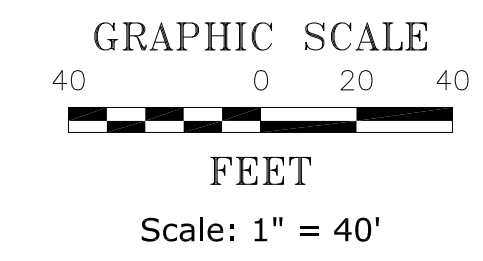
North line of the NE1/4 NE1/4 of Section 20
 (Basis of Bearings)

NE 1/4 NE 1/4 SECTION 20
 T2S, R67W, 6TH P.M.

LOT 1
 BLOCK 1
 173,615 Square Feet
 or 3.986 Acres±

R & O SUBDIVISION
 (REC. NO. B561589)

UNPLATTED
 Personal Representative's Deed
 Rec. No. 2009000095191 and
 Special Warranty Deed
 Rec. No. 2009000095192



MISCELLANEOUS NOTES

- FOR RECORD DIMENSIONS OF EASEMENTS SHOWN HEREON REFER TO THE RECORDING INFORMATION AS INDICATED. IN THE EVENT THAT THERE IS A DISCREPANCY IN THE LOCATION OF THE RECORDED EASEMENT AS SHOWN HEREON, THE RECORD DOCUMENT WILL TAKE PRECEDENCE.
- SEE SHEET 4 OF 4 FOR FOUND MONUMENT DESCRIPTIONS, REFERENCE TO DOCUMENTS OF RECORD, AND LINE TABLE.

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING A NO. 5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"
- ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED

LINE LEGEND

- = SUBJECT PARCEL BOUNDARY LINES
- - - = SECTION LINES
- — — = ADJOINING PARCEL BOUNDARY LINES
- - - - - = EXISTING EASEMENT LINES
- - - - - = TIE LINES

ABBREVIATION LEGEND

R	RADIUS	QCD	QUIT CLAIM DEED
Δ	DELTA/CENTRAL ANGLE	SWD	SPECIAL WARRANTY DEED
L	ARC LENGTH	ISP	IMPROVEMENT SURVEY PLAT
CHD	CHORD BEARING	LSP	LAND SURVEY PLAT
CH	CHORD DISTANCE	NG	NATURAL GROUND
BK/PG	BOOK/PAGE	R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER	TYP	TYPICAL
ORD. NO.	ORDINANCE NUMBER	LS	LAND SURVEYOR
WD	WARRANTY DEED	PLS	PROFESSIONAL LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT		

FINAL BOUNDARY & EASEMENT DETAIL

<p>14550 East Easter Avenue, Unit 1000 Centennial, Colorado 80112 Phone: (720)488-1303</p>	PREPARATION DATE	NOVEMBER 17, 2025
	<h2>SHEET 3 OF 4</h2>	
	JOB NO. 25077	

QUIKTRIP 4281 SUBDIVISION

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°24'37"E(M)	30.03'(M)
	S00°24'14"E(R)	30.00'(R&R1)
L2	S32°25'01"E(M)	65.51'(M)
	S32°33'16"E(R)	65.59'(R)
		73.10'(R1)
L3	S00°24'48"E(M)	30.03'(M)
	S00°24'14"E(R4)	30.00'(R4)
L4	N74°47'28"W(M)	7.10'(M&R4)
	N74°46'36"W(R4)	
L5	N89°34'43"E(M)	6.13'(M&R4)
	N89°35'35"E(R4)	
L6	N00°24'48"W(M)	60.00'(M&R3)
	N00°01'35"E(R3)	
L7	N45°28'59"E(M)	48.60'(M)
	N45°52'22"E(R3)	48.53'(R3)


REFERENCE TO RECORD DOCUMENTS

- (R) INDICATES RECORD INFORMATION PER THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY MARK A. GABERT, PLS 38567 WITH R&R ENGINEERS-SURVEYORS, INC. UNDER JOB NO. MF21112, DATED JULY 27, 2021, DEPOSITED SEPTEMBER 9, 2021 IN BOOK 1 OF THE ADAMS COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE 5728, RECEPTION NO. 2021-197, ADAMS COUNTY RECORDS.
- (R1) INDICATES RECORD INFORMATION PER THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 20040816000770120, ADAMS COUNTY RECORDS.
- (R2) INDICATES RECORD INFORMATION PER THE PLAT OF R&O SUBDIVISION RECORDED MARCH 19, 1985 AT RECEPTION NO. B561589, ADAMS COUNTY RECORDS.
- (R3) INDICATES RECORD INFORMATION PER THE PLAT OF GRAVEL GALAXY FIRST AMENDMENT RECORDED SEPTEMBER 18, 2001 AT RECEPTION NO. C0859305, ADAMS COUNTY RECORDS.
- (R4) INDICATES RECORD INFORMATION PER THE QUIT TITLE DECREE RECORDED JANUARY 15, 2025 AT RECEPTION NO. 2025000002483, ADAMS COUNTY RECORDS.
- (M) INDICATES MEASURED BEARINGS AND DISTANCES.

FOUND MONUMENT DESCRIPTIONS

- (A) INDICATES FOUND NO. 5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38567", FLUSH WITH GRADE, **HELD** FOR THE NORTHEASTERLY LINE OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 200408160007701.
- (B) INDICATES FOUND NO. 5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38567", FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE EAST CORNER OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 200408160007701.
- (C) INDICATES FOUND NO. 5 REBAR WITH NO CAP, FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 200408160007701.
- (D) INDICATES FOUND NO. 4 REBAR WITH NO CAP, FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 200408160007701.
- (E) INDICATES FOUND #5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38567", FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 200408160007701.
- (F) INDICATES FOUND NO. 5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "LS 23027", FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE SOUTHWEST CORNER OF LOT 1/SOUTHEAST CORNER OF LOT 2, GRAVEL GALAXY FIRST AMENDMENT.
- (G) INDICATES FOUND NO. 5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "LS 23027", 0.2' BELOW GRADE, **HELD & ACCEPTED** FOR THE SOUTH CORNER OF LOT 1, GRAVEL GALAXY FIRST AMENDMENT.
- (H) INDICATES FOUND NO. 5 REBAR WITH AN 1.25" YELLOW PLASTIC CAP STAMPED "LS 23027", FLUSH WITH GRADE, **HELD & ACCEPTED** FOR THE SOUTHEAST CORNER OF LOT 1, GRAVEL GALAXY FIRST AMENDMENT.

MONUMENT DESCRIPTIONS, REFERENCES & LINE TABLE

	PREPARATION DATE	NOVEMBER 17, 2025
	SHEET 4 OF 4	
<small>14550 East Easter Avenue, Unit 1000 Centennial, Colorado 80112 Phone: (720)488-1303</small>		<small>JOB NO. 25077</small>

McCallum, Jessica

From: Greg Barnes <GJBarnes@adamscountyco.gov>
Sent: Wednesday, November 12, 2025 11:03 AM
To: McCallum, Jessica; Foster, Abby
Subject: RE: Meeting Follow-Up: QuikTrip (PRE2025-00075)

Categories: External

Hi Jessica,

I think you may forego all those items in your submittal. Please provide a copy of this email in your submittal to document that those items won't be necessary.



Thanks

Greg Barnes

Principal Planner, Community and Economic Development *Department*
4430 S. Adams County Parkway, Suite C1000

Brighton, CO 80601

o: 720.523.6853 | gjbarnes@adamscountyco.gov | adamscountyco.gov

From: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>
Sent: Wednesday, November 12, 2025 10:58 AM
To: Greg Barnes <GJBarnes@adamscountyco.gov>; Foster, Abby <Abby.Foster@kimley-horn.com>
Subject: RE: Meeting Follow-Up: QuikTrip (PRE2025-00075)

Please be cautious: This email was sent from outside Adams County

Hi Greg,

A couple other quick questions for you on the Minor Subdivision Plat checklist:

- Will the discretionary checklist items be required for the neighborhood meeting and school impact analysis? I don't think they will be and this wasn't discussed previously but wanted to verify.
- We are working on the proof of utilities and for the dry utilities it says to provide a copy of the current bill. Is this required since we will be proposing a new use and building?

Thank you!

Jessica McCallum, PE (CO)

Kimley-Horn | 2 North Nevada Avenue, Suite 900, Colorado Springs, CO 80903

Direct: 719 284 7275 | Main: 719 453 0180

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Celebrating 18 years as one of FORTUNE's 100 Best Companies to Work For

McCallum, Jessica

From: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Sent: Wednesday, November 19, 2025 9:16 AM
To: McCallum, Jessica; CEDD Engineering
Subject: RE: 9595 Highway 85 Minor Subdivision Plat

Categories: External

That is correct. I appreciate the questions.

Thank you,
Laurie

Laurie Clark, PE, CFM
Senior Civil Engineer, *Community & Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601
o: 720.523.6897 | laclark@adamscountyco.gov
adamscountyco.gov

From: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>
Sent: Wednesday, November 19, 2025 9:13 AM
To: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Subject: RE: 9595 Highway 85 Minor Subdivision Plat

Please be cautious: This email was sent from outside Adams County

Great, that was my understanding. So we could submit the minor subdivision plat package prior to the engineering documents but understood on the approvals and recordation.

Thank you,

Jessica McCallum, PE (CO)
Kimley-Horn | 2 North Nevada Avenue, Suite 900, Colorado Springs, CO 80903
Direct: 719 284 7275 | Main: 719 453 0180
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating **18** years as one of FORTUNE's 100 Best Companies to Work For

From: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Sent: Wednesday, November 19, 2025 9:11 AM
To: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>; CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Subject: RE: 9595 Highway 85 Minor Subdivision Plat

You don't often get email from cedd-eng@adamscountyco.gov. [Learn why this is important](#)

Hi Jessica-

The Development Engineering Review is separate from the subdivision plat process. Engineering documents can be reviewed concurrently with the plat, but engineering approval is required before the final plat can be recorded.

Thank you,
Laurie

Laurie Clark, PE, CFM
Senior Civil Engineer, *Community & Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601
o: 720.523.6897 | laclark@adamscountyco.gov
adamscountyco.gov

From: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>
Sent: Wednesday, November 19, 2025 9:07 AM
To: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Subject: RE: 9595 Highway 85 Minor Subdivision Plat

You don't often get email from jessica.mccallum@kimley-horn.com. [Learn why this is important](#)

Please be cautious: This email was sent from outside Adams County

Thank you Laurie. So we need to submit the design plans to accompany the minor subdivision plat? The minor subdivision plat cannot be submitted prior to the design plans and separately?

Thank you,

Jessica McCallum, PE (CO)

Kimley-Horn | 2 North Nevada Avenue, Suite 900, Colorado Springs, CO 80903

Direct: 719 284 7275 | Main: 719 453 0180

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating **18** years as one of FORTUNE's 100 Best Companies to Work For

From: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Sent: Wednesday, November 19, 2025 9:03 AM
To: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>; CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Subject: RE: 9595 Highway 85 Minor Subdivision Plat

You don't often get email from cedd-eng@adamscountyco.gov. [Learn why this is important](#)

Development Engineering Review is required for all subdivisions. See attached application.

Thank you,
Laurie

Laurie Clark, PE, CFM
Senior Civil Engineer, *Community & Economic Development*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 1st Floor
Brighton, CO 80601
o: 720.523.6897 | laclark@adamscountyco.gov
adamscountyco.gov

From: McCallum, Jessica <Jessica.McCallum@kimley-horn.com>
Sent: Wednesday, November 19, 2025 8:34 AM
To: CEDD Engineering <CEDD-ENG@adamscountyco.gov>
Subject: 9595 Highway 85 Minor Subdivision Plat

You don't often get email from jessica.mccallum@kimley-horn.com. [Learn why this is important](#)

Please be cautious: This email was sent from outside Adams County

Hi,

We have a new project at 9595 Highway 85 (southwest corner of 96th Avenue and Brighton Road Frontage) that we had a pre-application meeting for on 10/15. We were requested to provide a minor subdivision plat due to the comment below:

ROW1: The parcel creation date as provided by the Adams County Assessor is 04/30/1976, as recorded in Book 2076, page 785. A land use case may require a parcel to come into state and county compliance and be located within 100 feet of a Colorado statute as adopted May 5, 1972, state any parcel under 35 acres that is not located within a subdivision. A Minor Subdivision application is required to include a subdivision application checklist and guidelines for approved statements and other information.

Based on the minor subdivision checklist, we need to reach out to engineering to determine if an engineering review is required and if so we need to reference another checklist. Can you please verify if an engineering review is required for this minor subdivision plat and then also what this additional checklist would be?

Thank you,

Jessica McCallum, PE (CO)

Kimley-Horn | 2 North Nevada Avenue, Suite 900, Colorado Springs, CO 80903

Direct: 719 284 7275 | Main: 719 453 0180

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Celebrating 18 years as one of FORTUNE's 100 Best Companies to Work For

McCallum, Jessica

From: CGS_LUR@mines.edu
Sent: Tuesday, December 2, 2025 8:09 AM
To: McCallum, Jessica
Subject: Thank you for your payment

Categories: External

You don't often get email from cgs_lur@mines.edu. [Learn why this is important](#)

Receipt Number: 968716
Colorado Geological Survey
Date: 12/02/2025

Description	Amount
Land Use Review - Prepaid Invoice (Online) Must select project size to calculate a price: Small Subdivision - Project Name: 4281QuikTrip County of Project: Adams Applicant's Name: Jessica McCallum Applicant's Address (line 1): 2 North Nevada Avenue Applicant's Address (line 2): 900 Applicant's City: Colorado Springs Applicant's State: CO Applicant's Zip Code: 80903 Applicant's Phone: 719-284-7275 Applicant's Email: jessica.mccallum@kimley-horn.com Section: 20 Township: 2S Range: 67W Land Use Review - Prepaid Invoice (Online)	\$950.00

Total \$950.00

Payments Received	Amount
CC Visa XXXXXXXXXXXXX4912 Authorization # 028545	\$950.00

Total \$950.00

Thank you for the payment.

EXHIBIT "A"
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING ALL OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 20040816000770120 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF ADAMS, STATE OF COLORADO, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, ALL LYING WITHIN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, SOUTH 89°35'12" WEST, A DISTANCE OF 214.72 FEET;

THENCE SOUTH 00°24'37" EAST, A DISTANCE OF 30.03 FEET TO THE NORTHEAST CORNER OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHEASTERLY AND EASTERLY LINES OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120, BEING THE SOUTHWESTERLY AND WESTERLY RIGHT-OF-WAY OF BRIGHTON ROAD, ALSO KNOWN AS I-76 FRONTAGE ROAD, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 32°25'01" EAST, A DISTANCE OF 65.51 FEET;
- 2) SOUTH 12°11'08" WEST, A DISTANCE OF 398.09 FEET TO THE SOUTHEAST CORNER OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120, BEING THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE PERSONAL REPRESENTATIVE'S DEED RECORDED DECEMBER 23, 2009 AT RECEPTION NO. 2009000095191 AND THE SPECIAL WARRANTY DEED RECORDED DECEMBER 23, 2009 AT RECEPTION NO. 2009000095192 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE SOUTHERLY LINE OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120, BEING THE NORTHERLY LINE OF SAID LAND DESCRIBED AT RECEPTION NOS. 2009000095191 AND 2009000095192, NORTH 74°45'19" WEST, A DISTANCE OF 401.46 FEET TO THE SOUTHWEST CORNER OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120, BEING THE NORTHWEST CORNER OF SAID LAND DESCRIBED AT RECEPTION NOS. 2009000095191 AND 2009000095192;

THENCE ALONG THE EASTERLY LINE OF SAID LAND DESCRIBED AT RECEPTION NOS. 2009000095191 AND 2009000095192, SOUTH 00°25'06" EAST, A DISTANCE OF 0.12 FEET;

THENCE NORTH 74°47'28" WEST, A DISTANCE OF 7.10 FEET TO THE EASTERLY LINE OF R & O SUBDIVISION, PER THE PLAT RECORDED MARCH 19, 1985 AT RECEPTION NO. B561589 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°17'50" WEST, A DISTANCE OF 333.91 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 96TH AVENUE, A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°34'43" EAST, A DISTANCE OF 6.13 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED AT RECEPTION NO. 20040816000770120;

THENCE ALONG THE NORTHERLY LINE OF SAID LAND DESCRIBED AT RECEPTION NO. 20040816000770120, BEING THE SOUTHERLY RIGHT-OF-WAY OF SAID EAST 96TH AVENUE, NORTH 89°35'12" EAST, A DISTANCE OF 438.70 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY AND THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID BRIGHTON ROAD AND THE **POINT OF BEGINNING**.

CONTAINS 173,615 SQUARE FEET OR 3.986 ACRES, MORE OR LESS.

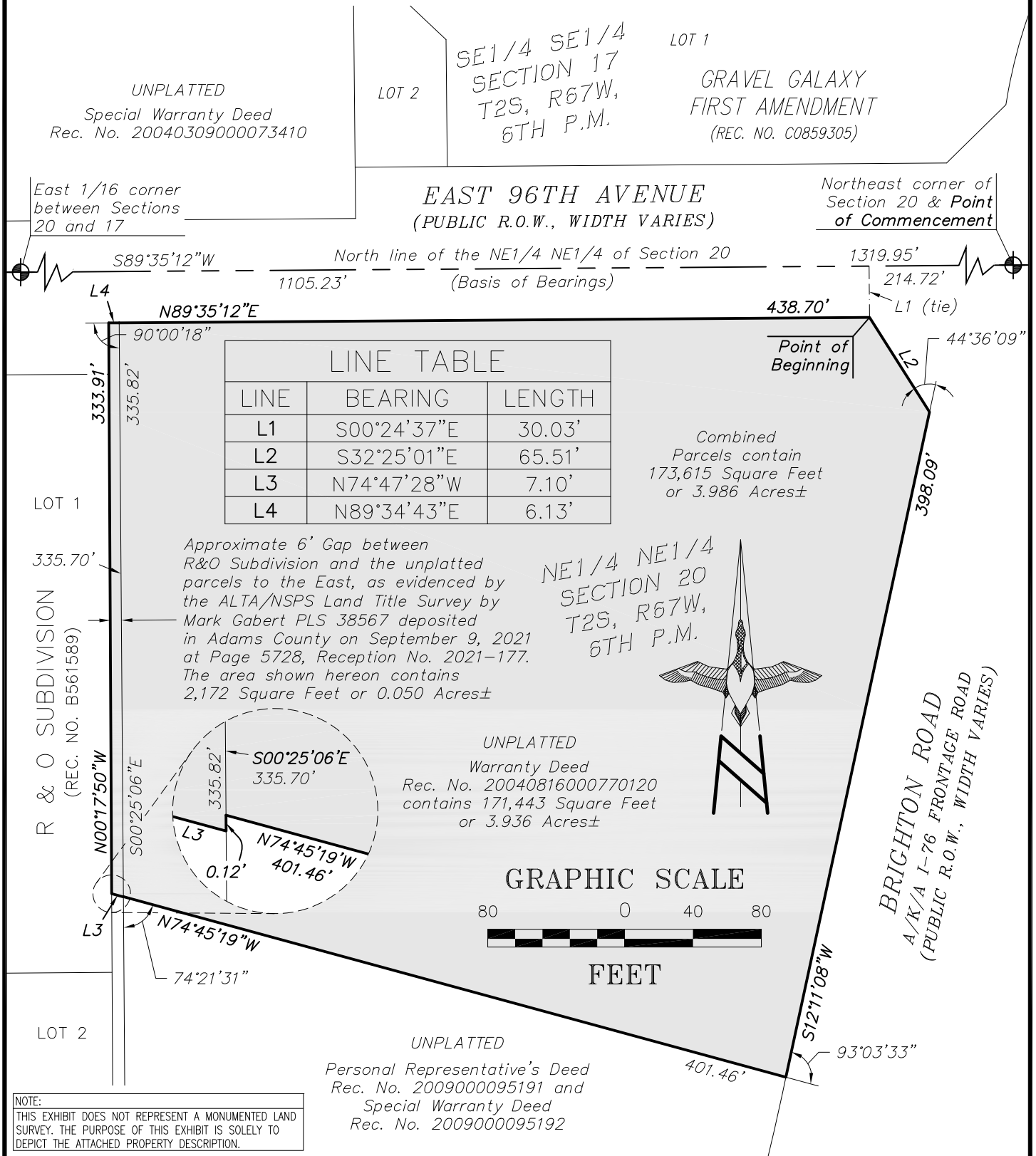
AS SHOWN ON THE ILLUSTRATION ATTACHED HERETO, MADE A PART HEREOF.

JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC
14550 EAST EASTER AVENUE, UNIT 1000
CENTENNIAL, COLORADO 80112

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, WHICH BEARS SOUTH 89°35'12" WEST, BETWEEN THE NORTHEAST CORNER OF SECTION 20, BEING A FOUND 3.25" ALUMINUM CAP, ILLEGIBLE AND PARTIALLY BROKEN, 2.0' BELOW GRADE IN A MONUMENT BOX, AND THE EAST 1/16 CORNER BETWEEN SECTION 20 AND SECTION 17, LOCATION ESTABLISHED BY THE FOUND ACCESSORY/REFERENCE TIES, BEING FOUND #5 REBARS WITH AN 1.25" ORANGE PLASTIC CAP STAMPED "JFSA CONTROL PT".

EXHIBIT "A"

ILLUSTRATION TO ACCOMPANY PROPERTY DESCRIPTION





WILL SERVE LETTER

November 12, 2025

Tushar Patel
Civil Project Manager
QuikTrip Corporation
4705 South 129th East Ave
Tulsa, OK 74134

Re: Gas and Electric Service

Dear Tushar Patel,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 9595 Brighton Rd, Henderson, CO 80640. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- **Application submitted to Xcel Energy's "Builders Call Line (BCL)"** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- **Utility design is completed** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- **All documents provided by design representative are signed and returned**
- **Payment is received** (Residential Service Laterals if applicable)
- **Required easements are granted** - you must sign and return applicable easement documents to your Right-of-Way agent
- **Site is ready for utility construction** - the site ready information can be found on our website at may be viewed at [Construction and Inspection | Xcel Energy](https://www.xcelenergy.com/ConstructionAndInspection).

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Austin Keuhne
Q3 Contracting Inc

Mailing address: Xcel Energy
1123 W 3rd Ave
Denver, CO 80223



RE: Initial Contact Letter

SACWSD has had an introductory discussion with you regarding the proposed Development referenced above, and we have received your request for an initial contact letter. This letter shall serve as proof of that initial contact. Please note that our reviews are conducted in conjunction with the City of Commerce City. As Developments proceed SACWSD will need the following for the review process:

- 1) The District's review process must be initiated with the submittal of a Development Application, followed by pertinent utility reports, construction drawings, and service tap submittal in accordance with the District's [Design and Construction Standards](#) for Water and Wastewater Facilities. Commerce City (or Adams County, as the case may be) does not issue Development Permits without water and sewer construction drawing approval from the District.
- 2) Prior to obtaining water and sewer service from the District, the applicant shall demonstrate Inclusion of the property within SACWSD boundaries.
- 3) Evidence of sufficient water resources (also referred to as "ERUs") availability to support the proposed development must be provided in the District's Development Application. A change of zone may increase ERU requirements.
- 4) As required by the District's [Rules and Regulation](#), individual potable water taps, meters, and service lines must be provided for each unit of the building.
- 5) Sub-surface utility engineering will be required for all Right-of-Way work.
- 6) All wastewater impacts are subject to additional requirements.
- 7) SACWSD will review and approve the dedication of easements when the construction of SACWSD facilities within public rights-of-way is not feasible. SACWSD easements must be executed as separate instruments utilizing SACWSD's standard Easement Agreement. The District shall prepare and record the executed Easement Agreements. SACWSD easements shall be in conformance with the District's Rules and Regulations, its Standards, and any additional stipulations set forth in executed Easement Agreements.
- 8) Depending on the characteristics of your site, additional requirements may exist.
- 9) We call your attention to the District's Rules and Regulations and Design and Construction Standards, which documents govern all water and wastewater services within the District.



Attached hereto for your information is a SACWSD Development Checklist for your information and to aid you in the development of your property within the SACWSD service territory. Please visit the district's website for additional information at: southadamswaterco.gov.

We look forward to working with you and our counterparts at Commerce City or Adams County (as the case may be) to make this process as efficient as possible.

Sincerely,

Maryory Pulido

development@sacwsd.org
(720) 206-0595





Initial Contact Checklist for Development Review Submittal

- Visit www.southadamdswaterco.gov.
- Go to the [Business, Development, Construction, & Remodeling](#) page.
- Review the District's [Rules and Regulations](#), as well as the [Design and Construction Standards](#).
- Then, go to the [Development, Construction, and Remodeling Review Process](#) page.
- Determine which application best fits your project and complete that application.
- Submit the completed application, along with plans or drawings (*in accordance with the District's Rules and Regulations, as well as the Design and Construction Standards*) of the project you are submitting for review, to development@sacwsd.org.



TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

CERTIFICATE OF TAXES DUE

Account Number R0076904
 Parcel 0172120000057
 Assessed To
 MERRITT PROPERTY GROUP LLC
 303 S BROADWAY STE 200-350
 DENVER, CO 80209-1558

Certificate Number 2025-263247
 Order Number
 Vendor ID 35
 ICE MORTGAGE TECHNOLOGY
 601 RIVERSIDE AVE.
 JACKSONVILLE, FL 32204

Legal Description	Situs Address
SECT.TWN,RNG:20-2-67 DESC: BEG 653/60 FT W AND 30 FT S OF NE COR NE4 SEC 20/2/67 TH S // WITH E LN SD SEC 335/82 FT TO A PT TH S 74D 17M E 402/23 FT TO PT ON WLY ROW LN U S HIWAY 85 TH N 12D 51M E ALG SD WLY ROW LN 390/08 FT TH N 28D 46M W ALG SD WLY ROW LN 73/10 FT TO A PT ON A LN 30 FT S OF N LN SD NE4 TH W // WITH AND 30 FT S OF SD N LN 438/70 FT TO TRUE POB 3/948A	9595 HIGHWAY 85

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$39,414.90	\$0.00	\$0.00	(\$39,414.90)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/21/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 217 - 217

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6670000	\$1,472.56	IND LND MANUF/PROC	\$1,203,825	\$335,870
CENTRAL COLO WATER CONSERVA	1.0170000	\$408.40	MANUFACT/PROCES	\$235,475	\$65,700
FIRE DISTRICT 4 - SOUTH ADA	14.7500000	\$5,923.16	Total	\$1,439,300	\$401,570
ADAMS COUNTY	26.9440000	\$10,819.89			
SD 14	48.7610000	\$19,580.96			
SOUTH ADAMS WATER & SANITAT	2.0130000*	\$808.36			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$40.16			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$361.41			
Taxes Billed 2024	98.1520000	\$39,414.90			

* 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 TREASURER'S OFFICE 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



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **ABZ70876569**

Date: **08/04/2025**

Property Address: **9595 HIGHWAY 85 STORE #4281, HENDERSON, CO 80640**

For Closing Assistance

Charles Ottinger
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6216 (Work)
(303) 393-3870 (Work Fax)
cottinger@ltgc.com
Company License: CO44565

Closer's Assistant

Rachel Roberts
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6260 (Work)
(303) 393-3858 (Work Fax)
rroberts@ltgc.com
Company License: CO44565

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

QUICKTRIP CORPORATION
Attention: JASON ACORD
5725 FOXRIDGE DRIVE
MISSION, KS 66202
jacord@quiktrip.com
Delivered via: Electronic Mail

UNIQUE PROPERTIES
Attention: SAMUEL LEGER
400 S BROADWAY
DENVER, CO 80209
(303) 512-1159 (Work)
(303) 512-1183 (Work Fax)
sleger@uniqueprop.com
Delivered via: Electronic Mail

QUICKTRIP CORPORATION
Attention: GENERAL COUNSEL
4705 S 129TH E AVENUE
TULSA, OK 74134
(918) 994-3594 (Work Fax)
legalnotice@quiktrip.com
Delivered via: Electronic Mail

UNIQUE PROPERTIES
Attention: GRAHAM TROTTER
400 S BROADWAY
DENVER, CO 80209
(720) 347-9512 (Cell)
(303) 512-1197 (Work)
gtrotter@uniqueprop.com
Delivered via: Electronic Mail

QUIKTRIP CORPORATION
Attention: JEFF BABB
12000 WASHINGTON STREET SUITE 175
THORNTON, CO 80241
(602) 692-9991 (Cell)
(303) 248-0432 (Work)
jbabb@quiktrip.com
Delivered via: Electronic Mail

MERRITT PROPERTY GROUP LLC
Attention: TAYLOR L MERRITT
1011 14TH ST
FORT LUPTON, CO 80621
(303) 525-4388 (Cell)
(303) 227-1082 (Work)
taylor@merrittenterprises.com
Delivered via: Electronic Mail

ASSET PRESERVATION INC
Attention: JAVIER G VANDE STEEG
(916) 945-3531 (Work)
javier@apiexchange.com
teamkristina@apiexchange.com
Delivered via: Electronic Mail

NAVPOINT REAL ESTATE GROUP
Attention: MIKE QUINLAN
20 NORTH WILCOX STREET SUITE 118 B
CASTLE ROCK, CO 80104
(303) 726-4730 (Cell)
(720) 420-7530 (Work)
mike.quinlan@navpointre.com
Delivered via: Electronic Mail

UNIQUE PROPERTIES
Attention: KARISSA CHAPMAN
400 S BROADWAY
DENVER, CO 80209
(720) 881-6349 (Cell)
(303) 321-5888 (Work)
(303) 512-1183 (Work Fax)
kchapman@uniqueprop.com
Delivered via: Electronic Mail

TAFT STETTINIUS & HOLLISTER LLP
Attention: BOB BROWN
675 FIFTEENTH STREET SUITE 2300
DENVER, CO 80202
(303) 882-1405 (Cell)
(303) 299-8350 (Work)
(303) 298-0940 (Work Fax)
rbrown@taftlaw.com
Delivered via: Electronic Mail

TAFT STETTINIUS & HOLLISTER LLP
Attention: JESSICA DIAZ
675 FIFTEENTH STREET SUITE 2300
DENVER, CO 80202
(303) 297-2900 (Work)
(303) 298-0940 (Work Fax)
jdiaz@taftlaw.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: BRANDY MCCLAIN
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 548-0814 (Cell)
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
bmccain@ltgc.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: ABZ70876569

Date: 08/04/2025

Property Address: 9595 HIGHWAY 85 STORE #4281, HENDERSON, CO 80640

Seller(s): MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	\$5,261.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate	\$27.00
TOTAL	\$5,388.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Adams county recorded 08/16/2004 under reception no. 770120](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABZ70876569

Property Address:

9595 HIGHWAY 85 STORE #4281, HENDERSON, CO 80640

1. Commitment Date:

07/22/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Reissue Rate

\$5,643,000.00

Proposed Insured:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH AND 214.9 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20;
THENCE WEST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 438.70 FEET;
THENCE ON AN ANGLE OF 90 DEGREES 01 MINUTES TO THE LEFT, ALONG A LINE 653.6 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 335.82 FEET;
THENCE ON AN ANGLE OF 74 DEGREES 19 MINUTES 15 SECONDS TO THE LEFT, A DISTANCE OF 402.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85;
THENCE NORTHERLY ON AN ANGLE OF 92 DEGREES 50 MINUTES 45 SECONDS TO THE LEFT ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.08 FEET;
THENCE ON AN ANGLE OF 41 DEGREES 37 MINUTES 30 SECONDS TO THE LEFT ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 73.1 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**AMERICAN
LAND TITLE
ASSOCIATION**



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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70876569

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED APRIL 17, 2025 FROM MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF PARKSIDE FINANCIAL BANK & TRUST TO SECURE THE SUM OF \$7,574,000.00 RECORDED APRIL 17, 2025, UNDER RECEPTION NO. [2025000021298](#).
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. 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.

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LOCATION CERTIFICATE. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

5. WARRANTY DEED FROM MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY TO QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70876569

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MERRITT PROPERTY GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2024 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABZ70876569

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.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 31, 1978, IN BOOK 2288 AT PAGE [600](#).
10. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 05, 1979, IN BOOK 2353 AT PAGE [151](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By President
Attest Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.