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: Berkeley Center Subdivision

Case Number: PRC2026-00001

January 30, 2026

The Adams County Planning Commission is requesting comments on the following applications:
1.PLT2023-00056
Final Plat for minor subdivision to create four lots in the Commercial-5, Industrial-1 and Industrial-2 zone districts.

2.PLT2026-00001
Waiver from Subdivision Design Standard: 5-03-02-01 DESIGN TO CONSIDER COMPREHENSIVE PLANS, ZONING, AND THE AREA'S CHARACTER, to allow split zoning.

This request is located at 6350 FEDERAL BLVD. The Assessor's Parcel Number is 0182508101002. 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 **2/20/26** 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@adamscountyco.gov.

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://adamscountyco.gov/our-county/community-economic-development/planning-development/current-land-use-cases/

Thank you for your review of this case.

David DeBoskey
Planner II

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

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

DEVELOPMENT APPLICATION FORM

Application Type:

☐ Conceptual Review	☐ Preliminary PUD	☐ Temporary Use
☑ Subdivision, Preliminary	☐ Final PUD	☐ Variance
☐ Subdivision, Final	☐ Rezone	☐ Conditional Use
☐ Plat Correction/ Vacation	☐ Special Use	☐ Other: _____

PROJECT NAME: QuikTrip 4270

APPLICANT

Name(s): Brittany Sikorski Phone #: 918-951-4174

Address: 12000 Washington Street, Suite 175

City, State, Zip: Thornton, CO 80241

2nd Phone #: 303-248-0436 Email: bsikorsk@quiktrip.com

OWNER

Name(s): Brittany Sikorski Phone #: 918-951-4174

Address: 12000 Washington Street, Suite 175

City, State, Zip: Thornton, CO 80241

2nd Phone #: 303-248-0436 Email: bsikorsk @quiktrip.com

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

Name: James Waller, PE Phone #: 303-228-2300

Address: 3801 Automation Way, Suite 210

City, State, Zip: Fort Collins, CO 80525

2nd Phone #: Email: james.waller@kimley-horn.com

DESCRIPTION OF SITE

Address:	6350 Federal Blvd.
City, State, Zip:	Denver, CO 80221
Area (acres or square feet):	7.65 acres
Tax Assessor Parcel Number	0182508101002
Existing Zoning:	C-5
Existing Land Use:	Automotive
Proposed Land Use:	Fueling Station

Have you attended a Conceptual Review? YES ☑ NO ☐

If Yes, please list PRE#: PRE2023-00049

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: Brittany Sikorski Date: 11/13/23

Owner's Printed Name

Name:

Owner's Signature

SCI ENGINEERING, INC.
6753 East 47th Avenue Drive, Unit H
Denver, Colorado 80216
303-321-3154
www.sciengineering.com

Geotechnical Report

QUIKTRIP 4270
DENVER, COLORADO

August 2023

Prepared for:
QUIKTRIP CORPORATION

SCI No. 2023-0954.10

SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

August 15, 2023

Ashley Goodrich
QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008

RE: Geotechnical Report
QuikTrip 4270
Westminster, Colorado
SCI No. 2023-0954.10

Dear Ashley Goodrich:

Attached is our *Geotechnical Report*, dated August 2023. An *Executive Summary* is provided; however, the report should be read in its entirety, and our recommendations applied to the design and construction of the project.

We look forward to working with you during the construction phase of the project. We should be included as participants in a formal preconstruction meeting with the Owner's Representative, Civil Engineer and Contractor, prior to construction at the site. Such meetings are valuable in reviewing and clarifying project requirements and responsibilities.

If you have any questions or comments, please do not hesitate to contact us.

Respectfully,

SCI ENGINEERING, INC.

Curtis J. Connor, P.E.
Project Engineer

Thomas J. Casey, P.E.
Chief Geotechnical Engineer

CJC/TJC/snp

Enclosure
Geotechnical Report

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EXECUTIVE SUMMARY

Site

A QuikTrip is planned for an approximate 2.47-acre site, part of a larger 7.65-acre property, located at 6350 Federal Boulevard in Denver, Colorado. The overall property slopes from the northwest downward to the east and south with approximately 11 feet of relief. The property features a former automotive dealership.

The site will be subdivided into four parcels, Parcels A through D. The QuikTrip development is planned in Parcel C, located at the northwest corner of the site. **Borings were drilled in Parcels A, B, and D for due diligence purposes; however, recommendations for those future developments are beyond our current scope of work.**

The QuikTrip store will be a single-story, slab-on-grade, concrete and masonry structure, approximately 5,312 square feet (sf) in footprint, with a finished floor elevation (FFE) of 5218.40. The store will be located in the eastern portion of the Parcel C, with the canopy located west of the store and the tank pit west of the canopy. A stormwater detention basin, with embankment heights of 3 to 5 feet, is planned east of the store. Grading at the site will consist of maximum cuts and fills on the order of 1 and 2.5 feet, respectively, for the store, cuts on the order of 0 to 4 feet for the canopy area, and cuts on the order of 1 to 4 feet for the basin bottom.

Native Soils

The clay soils on site have a moderate to high expansive potential. Fat clay, if re-used, should only be placed in greenspace areas of the site. The lean clay soils appear suitable for re-use as general fill in non-critical portions of the site. The non-cohesive soils appear suitable for re-use as general or select fill; however, it recommended that cohesive soils predominantly be used as fill on site to match the existing subgrade.

Existing Fill

Existing fill was encountered in nine of eleven borings to depths ranging from of 3 to 6.5 feet (approximate elevations (Els) 5207 to 5218). Documentation regarding the placement and compaction of the existing fill was not available at the time of this report. As a result, there is some risk of settlement or other performance problems if the foundations, floor slab, retaining wall, or pavements are supported on the fill material. However, we anticipate that all of the existing fill will be removed from below the building island during overexcavations to satisfy the potential vertical rise (PVR) conditions. Portions of the existing fill will also be removed from below the critical pavement areas and retaining wall to satisfy the PVR conditions.

Expansive Clay Soils

Expansive clay was generally encountered at the ground surface and extended to the depths of weathered sandstone/sandstone encountered at 9 to 17 feet (approximate Els 5196 to 5206). These soils are susceptible to excessive volume change with variations in moisture content, which can lead to movement of concrete slabs and foundations of lightly loaded structures, retaining walls, or pavements. Our analyses indicate the potential vertical rise (PVR) for the expansive clay soils at the site is approximately 3 inches.

To reduce the PVR to acceptable levels, remediation of the expansive clay soils will be required. Remediation of these soils can generally be accomplished through a general overexcavation and replacement with select fill or utilizing drilled pier foundations. The depths of remediation required to reach the acceptable target PVR levels for the planned improvements, based on the planned grading, are shown in the table below.

Expansive Clay Remediation Requirements

Planned Improvement	Recommended Remedial Measure*
Building Island	6-Foot Select Fill Thickness Below Bottom of Foundations
Canopy Foundations	Support on Drilled Piers Due to Tank Pit Proximity
Canopy Islands & Critical Pavement Areas	2-Foot Select Fill Thickness Below Pavement Section
Non-Critical Pavement Areas	None Required
Tank Pit	None Required
Retaining Wall	2-Foot Select Fill Thickness Below Wall Footing and Reinforced Zone (if applicable)

***Recommendations within this table do not include additional measures, which may be required to address any other adverse site conditions that may affect construction.**

Shallow Rock

Hard weathered sandstone/sandstone was encountered in six of eleven borings at depths ranging from of 9 to 17 feet (approximate Els 5196 to 5206). Based on the proposed grading plan, sandstone excavation will likely be required for the tank pit and some deep utilities. Sandstone will also be encountered during drilled pier installation. The material can typically be excavated utilizing ripping rock buckets mounted on heavy-duty equipment or perhaps chipping.

Building Island

It is recommended that at least 6 feet of new select fill underly the building island foundations. Based on a planned FFE at El 5218.40, the select fill should extend to El 5209.40. The overexcavation should be backfilled with properly compacted low plastic soil or 1-inch minus crushed rock.

The building is to be constructed in accordance with QuikTrip's G3SE design, which calls for shallow strip footings and isolated column footings sized for a minimum net allowable bearing pressure of 2,500 pounds per square foot. Based on the soils encountered, the new select fill overlying the native soils has sufficient strength for support of QuikTrip's standard shallow foundations.

Canopy

Based on the estimated PVR of the site, and since the western side of the canopy appears to fall within the zone of influence of the adjacent tank pit, we recommend that the canopy be supported on drilled straight shaft piers. The drilled piers should bear in hard sandstone, encountered in C-2 and T-1 at depths of 14 and 16.5 feet (approximate Els 5205 and 5204.5), respectively. Groundwater will likely be encountered during drilled pier foundation installation. Therefore, temporary casing and Tremie method placement should be included in the bid documents.

A net allowable end-bearing pressure of 10 kips per square foot (ksf) may be used for drilled piers bearing in hard weathered sandstone/sandstone, while a net allowable skin friction value of 1 ksf may be used in the hard weathered sandstone/sandstone. The actual design depth should be evaluated to offset potential uplift forces induced by the potential swelling of the clay soils. Additional information regarding uplift forces is presented in Section 4.5.

Tank Pit

Based on the assumed tank pit depths of 15 to 20 feet below finished grade, we anticipate that the tanks will bear on native, medium stiff, sandy fat clay or hard weathered sandstone. The weathered sandstone will require increased effort to excavate. The material can typically be excavated utilizing ripping rock buckets mounted on heavy-duty equipment or perhaps chipping.

A dewatering system will likely need to be installed to facilitate construction activities in the tank pits. In addition, the tanks shall be restrained from floating (i.e., strapped down) should the excavation fill with water due to periods of high groundwater.

The clay soils present within the tank pit excavations have the potential to become unstable with water infiltration; therefore, if clay soils are present at the base of the tank pit excavation, it is recommended that the tank pit be overexcavated an additional 12 inches and replaced with a 2- to 4-inch clean crushed rock to provide a stable working surface. Alternatively, a mud mat could be constructed.

Based on the soils encountered, a Type C soil classification is appropriate for the native clay and a Stable Rock soil classification is appropriate for the weathered sandstone/sandstone per Occupational Safety and Health Administration (OSHA) guidelines provided in the *Federal Register*, Volume 54, No. 209 (October 1989) for the temporary tank excavations. In addition, the tank pit excavations should be shored in accordance with QuikTrip's standard policy.

Retaining Wall

We anticipate that the retaining wall will be of modular block construction. Based on the soils encountered and the planned grading, the retaining wall will bear on native clay or undocumented existing fill. Due to the expansive potential of the clay, the walls should be overexcavated to a minimum depth of 2 feet beneath the bearing level of the retaining wall's foundations and beneath the reinforced zones (if applicable). Any remaining existing fill at the base of the overexcavation should be evaluated by SCI to determine the need for, and extents of, remediation.

Even with the treatment described, differential settlement/heave in excess of 1-inch is possible. SCI should be provided with specific PVR tolerances for the proposed retaining walls to assess the need for revised recommendations. The overexcavation should be backfilled with properly compacted, low plastic soil or 1-inch minus crushed rock.

A net allowable bearing pressure of 2,500 pounds per square foot (psf) if appropriate for the retaining wall. The retaining wall may be designed with an ultimate coefficient of friction between the base of the concrete footing and the soil subgrade of 0.3.

Stormwater Detention Basins

We anticipate that the basin bottoms will be comprised of existing fill consisting of fat clay while the embankments will be comprised of newly placed fill and existing fill consisting of fat clay. The clay soils appear suitable for the embankments; however, any localized sandy embankment areas should be removed

to a depth of 2 feet and replaced with cohesive soils with a plasticity index (PI) of at least 20. As an alternative, and with greater risk of erosion, a topsoil blanket, on the order of 8 inches thick, could be installed to encourage vegetative growth.

Pavements

SCI has been informed that for sites with a PVR greater than 1-inch, the default concrete section will be 7 inches thick for installation of dowels. Based on a clay subgrade, the subgrade support rating of "poor" should be considered for this site. Therefore, the flexible and rigid pavement sections as detailed in the table below should be utilized.

Minimum Required Pavement Sections

Location	Pavement Section Type	Pavement Thickness (inches)	Aggregate Base Thickness (inches)	Total Pavement Section Thickness (inches)
Store	Portland Cement Concrete	7	6	13
	Asphaltic Concrete	6	7	13

The planned QuikTrip pavement sections detailed above are suitable, provided expansive clay soils are remediated to the minimum depths as shown in the table below.

Pavement Select Fill Requirements

Pavement Area	Target PVR (inches)	*Minimum Required Select Fill Thickness (feet)
Canopy Island & Critical Areas	2.5	2
Non-critical Pavement Areas	4	None Required

*Minimum required thickness, as measured from finished grades unless otherwise noted, may require overexcavation of expansive clay soils.

In addition, the exposed subgrade soils will require moisture conditioning, recompaction, and proofrolling prior to placement of select fill and/or aggregate base. **Areas of unsuitable existing fill should be identified during this process.** Soft areas or otherwise unacceptable materials, if encountered, should be removed and replaced with structural fill or stabilized prior to placing additional fill.

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TABLES

APPENDICES

Geotechnical Report

QUIKTRIP 4270
DENVER, COLORADO

1.0 INTRODUCTION

At the request of Ashley Goodrich, QuikTrip Corporation (QuikTrip), SCI Engineering, Inc. (SCI) performed a geotechnical study for the proposed QuikTrip 4270. The purpose of our study was to characterize and evaluate the subsurface conditions, provide recommendations for foundations, and address other geotechnical aspects. Our services were provided in general accordance with the services outlined in QuikTrip's Professional Services Agreement with SCI.

2.0 SITE AND PROJECT DESCRIPTION

A QuikTrip is planned for an approximate 2.47-acre site, part of a larger 7.65-acre property, located at 6350 Federal Boulevard in Denver, Colorado. The location of the site is shown on the *Vicinity and Topographic Map*, Figure 1 (Appendix A). The overall property slopes from the northwest downward to the east and south with approximately 11 feet of relief. The property features a former automotive dealership with a single-story, slab-on-grade building that is approximately 13,122 square feet (sf) with a finished floor elevation (FFE) of 5216.2. Two metal storage buildings, each approximately 4,860 sf in footprint with FFEs of 5211 are present in the eastern portion of the site. The structures are surrounded by associated asphalt pavements. Based on available county data, the dealership building was constructed in 1997 while the storage buildings were constructed in 2006. Based on historical aerial imagery, several former commercial buildings were present in the western and southern portion of the site prior to their demolition in the late 1990s. Based on our field observations, the majority of the existing pavements are generally in poor condition, likely due to the age of the pavements, with several cracks. The building appears to be performing satisfactorily with no significant cracking, tilting, or bowing observed, nor is SCI aware of any performance issues. The existing site conditions are shown on the *Aerial Photograph*, Figure 2 (Appendix A).

The site will be subdivided into four parcels, Parcels A through D. The QuikTrip development is planned in Parcel C, located at the northwest corner of the site. Conceptually, a future industrial building is planned in Parcel D, in the eastern portion of the site, a carwash is planned in Parcel B, south of the QuikTrip development, and a restaurant is planned in Parcel A, south of the carwash. **Borings were drilled in Parcels A, B, and D for due diligence purposes; however, recommendations for those future developments are beyond our current scope of work.**

The QuikTrip store will be a single-story, slab-on-grade, concrete and masonry structure, approximately 5,312 sf in footprint, with a finished floor elevation (FFE) of 5218.40. The store will be located in the eastern portion of the Parcel C, with the canopy located west of the store and the tank pit west of the canopy. The canopy will have a footprint of approximately 205 feet by 32 feet. Pavements will surround the store on all sides with one entrance/exist located off Federal Boulevard and drives connecting to adjacent Parcels B and D. A stormwater detention basin, with embankment heights of 3 to 5 feet, is planned east of the store. Additional stormwater detention basins, with embankment heights of approximately 3 feet, are planned in Parcels A and D. A retaining wall, approximately 4.5-feet in maximum height and 1,460 feet in length, is planned along the eastern, southern, and southeastern perimeters of the site. Grading at the site will consist of maximum cuts and fills on the order of 1 and 2.5 feet, respectively, for the store, cuts on the order of 0 to 4 feet for the canopy area, and cuts on the order of 1 to 4 feet for the basin bottom. The proposed construction is shown on the *Site Plan*, Figure 3 (Appendix A).

We have not reviewed, nor are we aware of, any other previous studies on this specific site, by SCI or others, that would affect the preparation of this report.

3.0 SUBSURFACE CONDITIONS

A total of eleven borings were drilled at the approximate locations shown on the *Site Plan*. The boring locations were staked in the field by SCI personnel utilizing a global positioning system. Approximate ground surface elevations at the boring locations were interpolated from the existing topography as shown on the undated *Preliminary Grading Plan* prepared by Kimley-Horn and Associates, Inc. (Kimley-Horn) provided to SCI on August 11, 2023. A summary of the boring locations, elevations, and site improvements for which they were drilled are provided in Table 3.1.

Table 3.1 – Boring Location Summary

Boring	Approximate Boring Elevation (feet)	Location	Planned Improvement Elevation (feet)
B-1	5219	Store – Center	5218.40
B-2	5220	Pavement – Parking	5218
C-1	5221	Canopy – North End	5219
C-2	5219	Canopy – South End	5218
D-1	5223	Pavement - Parking	5220
D-2	5215	Pavement - Parking	5217
D-3	5213	Parcel D – Future Development	5215

Table 3.1 – Boring Location Summary (continued)

Boring	Approximate Boring Elevation (feet)	Location	Planned Improvement Elevation (feet)
D-4	5211	Parcel D – Future Development	5210
D-5	5216	Parcel B – Future Development	5216
D-6	5215	Parcel A – Future Development	5217
T-1	5221	Tank Pit	5218

Detailed information regarding the nature and thickness of the soils and rock encountered, and the results of the field sampling and laboratory testing are shown on the *Boring Logs* contained in Appendix B.

3.1 Bedrock and Area Geology

According to the *Colorado Geologic Map Data*, published by the United States Geological Survey (USGS), bedrock at the site consists of the Tertiary-Cretaceous aged Denver Formation and Arapahoe Formation. These formations generally consist of sandstone, mudstone, claystone, and conglomerate.

Hard weathered sandstone/sandstone was encountered in six of eleven borings at depths ranging from of 9 to 17 feet (approximate elevations (Els) 5196 to 5206) as shown in Table 3.2 and extended to the depths of boring termination. Auger refusal was not encountered in any of the borings.

Table 3.2 – Sandstone Summary

Boring	Approximate Boring Elevation (feet)	Approximate Weathered Sandstone/Sandstone Depth (feet)	Approximate Top of Weathered Sandstone/Sandstone Elevation (feet)
B-1	5219	16.5	5202.5
B-2	5220	NE	--
C-1	5221	NE	--
C-2	5219	14	5205
D-1	5223	NE	--
D-2	5215	13	5202
D-3	5213	17	5196
D-4	5211	NE	--
D-5	5216	NE	--
D-6	5215	9	5206
T-1	5221	16.5	5204.5

NE – Not Encountered

3.1.1 Subsurface Mining Activity

Based on the *Annotated Bibliography of Subsidence Studies over Abandoned Coal Mines in Colorado*, published by the Colorado Geologic Survey in 2010, the site and adjacent areas are not mapped as undermined.

3.2 Soil Profile

3.2.1 Surficial Materials

The existing pavements consisted of approximately 5 inches of asphaltic concrete. Aggregate base was not observed below the pavements.

3.2.2 Existing Fill

Existing fill was encountered in nine of eleven borings to depths ranging from of 3 to 6.5 feet (approximate Els 5207 to 5218) as shown in Table 3.3.

Table 3.3 – Existing Fill Summary

Boring	Approximate Boring Elevation (feet)	Approximate Existing Fill Depth (feet)	Approximate Bottom of Existing Fill Elevation (feet)
B-1	5219	4	5215
B-2	5220	6.5	5213.5
C-1	5221	5	5216
C-2	5219	5	5214
D-1	5223	5	5218
D-2	5215	NE	--
D-3	5213	5	5208
D-4	5211	4	5207
D-5	5216	NE	--
D-6	5215	3	5212
T-1	5221	5.5	5215.5

The fill predominantly consisted of fat clay with varying amounts of sand. As an exception, the fill in B-1 consisted of clayey sand. Standard Penetration Tests (SPTs) within the cohesive existing fill soil resulted in N-values ranging from 4 to 17 blows per foot (bpf), averaging 10 bpf, classifying the fill as soft to very stiff. Moisture contents within the cohesive existing fill ranged from 8 to 37 percent, averaging 22 percent. An SPT within the non-cohesive existing fill soil resulted in an N-value of 11 bpf, classifying the soil as

medium dense. Documentation regarding the placement and compaction of the existing fill was not available at the time of this report; however, we anticipate it was generated during construction of the existing site features.

Atterberg limits testing was performed on an existing fill specimen, which resulted in a liquid limit (LL) of 65 and corresponding plasticity index (PI) of 43. We anticipate that existing fill soils on site have a high potential for volume change.

3.2.3 Native Soils

The native soils generally consisted of fat clay (CH in accordance with the Unified Soil Classification System and ASTM D 2488) and lean clay (CL) with varying amounts of sand, which extended to the top of weathered sandstone/sandstone, encountered at depths of 9 to 17 feet (approximate Els 5196 to 5206). As an exception, layers of poorly graded sand (SP) and clayey sand (SC) were encountered above the weathered sandstone/sandstone in B-2, D-3, D-4, and D-5. SPTs within the native cohesive soils resulted in N-values ranging from 5 to 18 bpf, averaging 13 bpf, classifying the soils as soft to very stiff in consistency with moisture contents in the range of 15 to 40 percent, averaging 24 percent. SPTs within the native non-cohesive soils resulted in N-values ranging from 8 to 32 bpf, averaging 24 bpf, classifying the soils as loose to dense.

Atterberg limits testing was performed on select native clay specimens, which resulted in the lean clay soils featuring LLs of 34 to 49 and corresponding PIs of 20 to 30. The fat clay soil featured a LL of 50 and PIs of 31 to 32. **Swell testing is currently in progress and the results will be included in the final version of this report.** We anticipate that the native clay soils on site have a moderate to high potential for volume change.

3.3 Groundwater

Groundwater was observed during drilling and/or approximately 24-hours after completion of drilling in the majority of the borings at the depths shown in Table 3.4.

Table 3.4 – Groundwater Summary

Boring	Approximate Boring Elevation (feet)	Approximate Groundwater Depth During Drilling (feet)	Approximate Groundwater Elevation During Drilling (feet)	Approximate 24-Hour Groundwater Depth (feet)	Approximate 24-Hour Groundwater Elevation (feet)
B-1	5219	17	5202	NO	--
B-2	5220	17	5203	NO	--
C-1	5221	NO	--	NO	--
C-2	5219	15	5204	15	5204
D-1	5223	NO	--	NO	--
D-2	5215	13	5202	11	5204
D-3	5213	13	5200	NO	--
D-4	5211	11	5200	NO	--
D-5	5216	12	5204	NO	--
D-6	5215	14	5201	NO	--
T-1	5221	17	5204	16.5	5204.5

NO – Not Observed

The groundwater generally appeared to be perched atop the weathered sandstone/sandstone. The groundwater level significantly depends on seasonal and climatic variations and will be present at different depths in the future. In addition, without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils. Based on the depth at which groundwater was encountered and the planned grading, groundwater is anticipated to be encountered in the tank pit excavation and during drilled pier installation. Groundwater may also be encountered in deep utility excavations during wetter times of the year.

4.0 DESIGN RECOMMENDATIONS

4.1 Existing Fill

Existing fill was encountered in nine of eleven borings to depths ranging from of 3 to 6.5 feet (approximate Els 5207 to 5218). Documentation regarding the placement and compaction of the existing fill was not available at the time of this report. As a result, there is some risk of settlement or other performance problems if the foundations, floor slab, retaining wall, or pavements are supported on the fill material. In order to totally eliminate this risk, all of the existing fill would have to be excavated to the depth of native soils and either recompacted or replaced. However, we anticipate that all of the existing fill will be removed from below the building island during overexcavations to satisfy the potential vertical rise (PVR)

conditions. Portions of the existing fill will also be removed from below the retaining wall and critical pavement areas to satisfy the PVR conditions. Recommendations for remediation of existing fill are also included on the enclosed *Areas of Concern Map,* Figure 4 (Appendix A).

4.2 Expansive Clay Soils

Expansive clay was generally encountered at the ground surface and extended to the depths of weathered sandstone/sandstone encountered at 9 to 17 feet (approximate Els 5196 to 5206). These soils are susceptible to excessive volume change with variations in moisture content, which can lead to movement of concrete slabs and foundations of lightly loaded structures, retaining walls, or pavements. Based on an estimated active depth of 15 feet, and changes in the moisture content from a dry to wet condition, our analyses indicate the potential vertical rise (PVR) for the expansive clay soils at the site is approximately 3 inches. The PVR calculation was performed based on the overall soil profile and the planned grading. We assume that any new select fill will consist of moisture conditioned lean clay. The results of our analyses are contained in Appendix C.

To reduce the PVR to acceptable levels, remediation of the expansive clay soils will be required. Remediation of these soils can generally be accomplished through a general overexcavation and replacement with select fill or utilizing drilled pier style foundations. Considering the planned grading, the depths of remediation required to reach the acceptable target PVR levels for the planned improvements are shown in Table 4.1 and discussed in their respective sections of this report. Recommendations regarding remediation of expansive soils are also included on the enclosed *Areas of Concern Map*, Figure 4 (Appendix A). It is imperative that each section be reviewed as additional recommendations are provided to address other site conditions, which may be encountered during remediation of expansive clay soils.

Table 4.1 – Expansive Clay Remediation Requirements

Planned Improvement	Recommended Remedial Measure*
Building Island	6-foot Select Fill Thickness Below Bottom of Foundations
Canopy Foundations	Support on Drilled Piers Due to Tank Pit Proximity
Canopy Islands & Critical Pavement Areas	2-foot Select Fill Thickness Below Pavement Section
Non-Critical Pavement Areas	None Required
Tank Pit	None Required
Retaining Wall	2-foot Select Fill Thickness Below Wall Footing and Reinforced Zone (if applicable)

***Recommendations within this table do not include additional measures, which may be required to address any other adverse site conditions which may affect construction.**

The method of treatment, mentioned above, are based on generally accepted standards in the local engineering community; however, swell pressures and volume change potential greater than which can be mitigated by these methods may exist. It should be noted, there is still some risk of movement. To mitigate the potential of crack propagation into the pavement section and/or slabs, consideration could be given to utilizing a geogrid below these improvements.

4.3 Shallow Rock

Hard weathered sandstone/sandstone was encountered in six of eleven borings at depths ranging from of 9 to 17 feet (approximate elevations (Els) 5196 to 5206). Based on the proposed grading plan, sandstone excavation will likely be required for the tank pit and some deep utilities. Sandstone will also be encountered during drilled pier installation. The weathered sandstone/sandstone will require increased effort to excavate. The material can typically be excavated utilizing ripping rock buckets mounted on heavy-duty equipment or perhaps chipping. Recommendations regarding shallow rock are provided in the respective sections for the proposed improvements as well as included on the enclosed *Areas of Concern Map*, Figure 4 (Appendix A).

4.4 QuikTrip Store

4.4.1 Building Island Preparation

Expansive clay soils are present at or near the existing ground surface and will be present at, and beneath, the floor slab and footing subgrades. These soils are susceptible to excessive volume change with variations in moisture content, which can lead to movement of concrete slabs and foundations. It is recommended that at least 6 feet of new select fill underly the building foundations. Based on a planned FFE at El 5218.40, the select fill should extend to El 5209.40. The overexcavation should extend out beyond the building footprint and below the pavement/sidewalk immediately surrounding the store and may require additional widening at the corners to allow equipment access for proper compaction. The overexcavation should be backfilled with properly compacted low plastic soil or 1-inch minus crushed rock. The attached *Building Island Preparation Cross Section* (Figure 6, Appendix A) will apply.

Groundwater is generally not anticipated to be encountered within the overexcavation. However, in most situations, groundwater seepage into the excavation can be handled by means of gravity ditching and a sump pump. If greater flows are experienced, SCI should be retained to provide additional consultation.

4.4.2 Shallow Foundations

The building is to be constructed in accordance with QuikTrip's G3SE design, which calls for shallow strip footings and isolated column footings sized for a minimum net allowable bearing pressure of 2,500 pounds per square foot (psf). Based on the soils encountered, the new select fill overlying the native soils has sufficient strength for support of QuikTrip's standard shallow foundations. However, expansive clay soils are anticipated to be encountered and will require remediation as previously discussed.

Exterior footings and foundations in unheated areas of the building should be provided with at least 36 inches of soil cover for frost protection. Interior footings in heated areas can be located at nominal depths below the finished floor. For footings designed and constructed in accordance with our recommendations, total settlement should be less than 1 inch, and differential settlement between adjacent footings should be less than ½ inch.

4.4.3 Floor Slab

The standard QuikTrip floor slab, consisting of a 4-inch-thick concrete floor reinforced with 6x6-W1.4x1.4 welded wire fabric, underlain by 10-mil polyethylene sheeting over 4 inches of compacted base rock is acceptable, provided the expansive clay soils are overexcavated and replaced with new low plastic structural fill as detailed in the *Building Island Preparation* section of this report.

It is generally preferable to maintain structural separation between the floor slab, foundation walls, and column pads using isolation joints. We also suggest that joints be placed in the floor slab on no more than 15-foot intervals in any direction. Such joints permit slight movements of the independent elements and help reduce random cracking that might otherwise be caused by restraint of shrinkage, slight rotations, heave, or settlement.

4.5 Canopy

Based on the estimated PVR of the site, and since the western side of the canopy appears to fall within the zone of influence of the adjacent tank pit, we recommend that the canopy be supported on drilled straight shaft piers. The drilled piers should bear in hard weathered sandstone/sandstone, encountered in C-2 and T-1 at depths of 14 and 16.5 feet (approximate Els 5205 and 5204.5), respectively; however, the actual design depth should be evaluated to offset potential uplift forces induced by the potential swelling of clay soils. Groundwater will likely be encountered during drilled pier foundation installation. Therefore, temporary casing and tremie method placement should be included in the bid documents.

A net allowable end-bearing pressure of 10 kips per square foot (ksf) may be used for drilled piers bearing in hard weathered sandstone/sandstone, while a net allowable skin friction value of 1 ksf may be used in the hard weathered sandstone/sandstone. For piers designed and constructed in accordance with our recommendations, total settlement should be less than 1 inch, and differential settlement between adjacent piers/piles should be less than ½ inch. The minimum center-to-center spacing of the piers should be three pier diameters. All piers should be properly reinforced as recommended by the structural engineer.

The piers will also need to be designed for an uplift force created as a result of the swelling clay soils, which can be estimated in kips as 35 times the diameter of the pier shaft in feet. The resistance (U_R) to uplift forces should be computed as the sum of the weight of the foundation element and the frictional resistance (adhesion) between the pier shaft and the adjacent soil/rock. The following equation may be used to compute the allowable uplift capacity of individual piers.

$$U_R = 1 \cdot A \cdot L + W$$

Where:
U_R = allowable uplift resistance (kips);
A = circumferential area per 1-foot length (feet);
L = embedded length of pier in weathered sandstone/sandstone (feet); and
W = weight of the foundation element (kips).

We recommend the lateral resistance of the drilled pier foundations be calculated using the parameters provided in Table 4.2. A depth equal to one pier diameter should be neglected for lateral resistance. If desired, SCI can coordinate with your structural engineer to provide an L-Pile analysis of the proposed deep foundation elements. At your request, SCI can provide a proposal for this service, which is outside of our current scope. The pier diameters, required embedment lengths, anticipated structural loads, and allowable deflections would be necessary to provide this analysis.

Table 4.2 - Design Parameters for Laterally Loaded Piers

Parameter	Material		
	Existing Fill	Native Clays	Weathered Sandstone/Sandstone
Approximate Soil Depth (feet)*	0-5	5-15	15+
Effective Unit Weight (pcf)[1]	120	120	135
Cohesion (psf)[2]	500	1,000	0

*As measured from existing grades.
[1] pounds per cubic foot
[2] pounds per square foot
[3] pounds per cubic inch

Table 4.2 - Design Parameters for Laterally Loaded Piers (continued)

Parameter	Material		
	Existing Fill	Native Clays	Weathered Sandstone/Sandstone
Phi (degrees)	0	0	40
Soil Modulus Parameter (pci) [3]	30	500	225
E_{50}	0.02	0.007	--

*As measured from existing grades.
[1] pounds per cubic foot
[2] pounds per square foot
[3] pounds per cubic inch

4.6 Seismic Considerations

Ground shaking at the foundation of structures and liquefaction of the soil under the foundation are the principle seismic hazards to be considered in design of earthquake-resistant structures. Liquefaction occurs when a rapid buildup in water pressure, caused by the ground motion, pushes sand particles apart, resulting in a loss of strength and later densification as the water pressure dissipates. This loss of strength can cause bearing capacity failure, while the densification can cause excessive settlement. Potential earthquake damage can be mitigated by structural and/or geotechnical measures or procedures common to earthquake resistant design.

4.6.1 Design Earthquake

According to International Building Code (2021 edition) (IBC 2021), structures such as those proposed for this project are required to be designed to a design earthquake with a 2 percent Probability of Exceedance over a 50-year exposure period (i.e., a 2,475-year design earthquake). The design earthquake has a Moment Magnitude (Mw) of 4.9 and a Peak Ground Acceleration of 0.12g, as determined from data provided by the IBC 2021 and the USGS National Seismic Hazard Mapping Project.

4.6.2 International Building Code Site Classification

Based on procedures outlined in Section 1613 of the IBC 2021, our geotechnical explorations for the subject site, and the depth to sandstone, the site can be classified as Site Class C. Seismic design parameters for the site are as follows: $F_a = 1.30$, $F_v = 1.50$, $S_{DS} = 0.18$, and $S_{D1} = 0.06$, indicating that Seismic Design Category for the site is B for Occupancy Categories I, II, and III.

4.6.3 Liquefaction Potential Analysis

The liquefaction potential analysis for the site was conducted using data from the field exploration and laboratory test results and the techniques outlined in the National Center for Earthquake Engineering (NCEER) Technical Report NCEER-97-0022. Based on our analyses, the soils at the project site have sufficient strength values to resist liquefaction and/or a plasticity index that makes the threat of liquefaction minimal during the design earthquake. While the amount of the seismically induced settlement is dependent on the magnitude and distance from the seismic event, we estimate that the settlements from the design earthquake will be negligible and relatively uniform in nature, so liquefaction mitigation techniques are not required.

4.7 Pavements

The pavements are designed for a 20-year design life and will consist of flexible or rigid pavement sections of varying thicknesses based on the pavement's location, anticipated subgrade conditions, and climatic region. SCI has been informed that for sites with a PVR greater than 1 inch, the default concrete section will be 7 inches thick for installation of dowels.

Based on a clay subgrade, the subgrade support rating of "poor" should be considered for this site. Therefore, the flexible and rigid pavement sections, as detailed in Table 4.3, should be utilized. For the rigid pavement sections, dowels will be utilized and spaced at 12 inches on centers. Where asphaltic concrete pavement greater than 6 inches in thickness is utilized, the asphalt should be placed in no less than three lifts.

Table 4.3 – Minimum Required Pavement Sections

Location	Pavement Section Type	Pavement Thickness (inches)	Aggregate Base Thickness (inches)	Total Pavement Section Thickness (inches)
Store	Portland Cement Concrete	7	6	13
	Asphaltic Concrete	6	7	13

The planned QuikTrip pavement sections detailed above are suitable, provided expansive clay soils are remediated to the minimum depths as shown below in Table 4.4. The remediation depths are intended to provide a resulting PVR of 2½ inches for the canopy islands and in critical pavement areas and, 4 inches for the remainder of the pavements, as provided by QuikTrip and indicated on the *Pavement Undercut Plan* (Figure 5, Appendix A).

Table 4.4 – Pavement Select Fill Requirements

Pavement Area	Target PVR (inches)	*Minimum Required Select Fill Thickness (feet)
Canopy Island & Critical Areas	2.5	2
Non-Critical Pavement Areas	4	None Required

*Minimum required thickness, as measured from finished grades unless otherwise noted, may require overexcavation of expansive clay soils.

In addition, the exposed subgrade soils will require moisture conditioning, recompaction, and proofrolling prior to placement of select fill and/or aggregate base. **Areas of unsuitable existing fill should be identified during this process.** Soft areas or otherwise unacceptable materials, if encountered, should be removed and replaced with structural fill or stabilized prior to placing additional fill.

Besides design of the pavement section, surficial and subsurface drainage are the most important factors affecting performance. Adequate slope must be provided to drain surface water runoff, and all joints and cracks in the pavement should be properly sealed to prevent surface water infiltration. A maintenance program should be implemented to monitor and repair any joints or cracks that open up and would allow for surface water infiltration.

4.8 Tank Pit

Boring T-1 was located at the proposed tank pit and generally encountered existing fill consisting of fat clay to a depth of 5.5 feet, underlain with native fat clay and sandy fat clay to a depth of 16.5 feet, followed by weathered sandstone/sandstone to the depth of boring termination at 30 feet. Therefore, based on the planned grading and assumed tank pit depths of 15 to 20 feet below finished grade, we anticipate that the tanks will bear on native medium stiff sandy fat clay or hard weathered sandstone. The weathered sandstone will require increased effort to excavate. The material can typically be excavated utilizing ripping rock buckets mounted on heavy-duty equipment or perhaps chipping.

Groundwater was observed during drilling in T-1 at a depth of 17 feet (approximate El 5204) and approximately 24 hours after drilling at a depth of 16.5 feet (approximate El 5204.5). Therefore, a dewatering system will likely need to be installed to facilitate construction activities in the tank pits. Such a design is beyond the scope of our services, but we recommend that the contractor be required to provide a submittal of his groundwater plan prior to construction. It may be preferable to perform deep excavations during drier seasons to reduce the potential for construction complications caused by groundwater. In addition, the tanks shall be restrained from floating (i.e., strapped down) should the

excavation fill with water due to periods of high groundwater. Construction dewatering is a regulated activity in the state of Colorado. Any dewatering should consider guidance from the Colorado Department of Public Health and Environment (CDPHE).

The clay soils present within the tank pit excavations have the potential to become unstable with water infiltration; therefore, if clay soils are present at the base of the tank pit excavation, it is recommended that the tank pit be overexcavated an additional 12 inches and replaced with a 2- to 4-inch clean crushed rock to provide a stable working surface. Alternatively, a mud mat could be constructed.

Based on the soils encountered, a Type C soil classification is appropriate for the native clay and a Stable Rock soil classification is appropriate for the weathered sandstone/sandstone per Occupational Safety and Health Administration (OSHA) guidelines provided in the *Federal Register*, Volume 54, No. 209 (October 1989) for the temporary tank excavations. In addition, the tank pit excavations should be shored in accordance with QuikTrip's standard policy.

4.9 Retaining Wall

A retaining wall, approximately 4.5-feet in maximum height and 1,460 feet in length, is planned along the eastern, southern, and southeastern perimeters of the site. We anticipate that the retaining wall will be of modular block construction. Based on the soils encountered and the planned grading, the retaining wall will bear on native clay or undocumented existing fill.

Due to the expansive potential of the clay, the walls should be overexcavated to a minimum depth of 2 feet beneath the bearing level of the retaining wall's foundations and beneath the reinforced zones (if applicable). Any remaining existing fill at the base of the overexcavation should be evaluated by SCI to determine the need for, and extents of, remediation.

Even with the treatment described, differential settlement/heave in excess of 1 inch is possible. SCI should be provided with specific PVR tolerances for the proposed retaining walls to assess the need for revised recommendations. The overexcavations should extend at least 2 feet beyond the outside edges of the wall alignment to facilitate uniform compaction of the replacement materials and may require additional widening at the wall corners to allow equipment access for proper compaction. The overexcavation should be backfilled with properly compacted, low plastic soil or 1 inch minus crushed rock. As an alternative,

clean crushed rock may be used as backfill; however, filter fabric, such as Mirafi 140N or equivalent, should be placed between the clean crushed rock and the adjacent soils to prevent migration of fines into the clean crushed rock. The clean crushed rock should also be drained to daylight.

A net allowable bearing pressure of 2,500 psf if appropriate for the retaining wall. The retaining wall may be designed with an ultimate coefficient of friction between the base of the concrete footing and the soil subgrade of 0.3.

4.10 Stormwater Detention Basins

Based on the planned grading and the adjacent borings, we anticipate that the basin bottoms will be comprised of existing fill consisting of fat clay while the embankments will be comprised of newly placed fill and existing fill consisting of fat clay.

We anticipate that the detention basins will be "dry" (i.e., will not hold water). The upstream and downstream embankment slopes of the basins should be no steeper than 3 horizontal to 1 vertical (3H:1V). We recommend that the crests be at least 8 feet wide to provide access for maintenance. The entire embankments should consist of cohesive soils with a PI of at least 20. Rocky, sandy, organic soils, or high silt-content soils are not suitable for the construction of embankments because of their potential for erosion and piping.

The clay soils appear suitable for the embankments; however, any localized sandy embankment areas should be removed to a depth of 2 feet and replaced with cohesive soils with a PI of at least 20. As an alternative, and with greater risk of erosion, a topsoil blanket, on the order of 8 inches thick, could be installed to encourage vegetative growth.

Rock bedding should not be used for the outlet piping in the stormwater detention basins. Instead, the outlet pipe should be placed on a cohesive soil subgrade, shaped to fit the pipe barrel, and the trench backfilled with properly compacted cohesive soil. Alternately, the trench can be backfilled to the springline of the pipe with lean concrete or flowable fill. Concrete anti-seepage collars should also be used to reduce seepage around the pipe.

4.11 Underground Utilities

Underground utilities can provide a pathway for water to migrate below the floor slab. Drain and utility pipes beneath the floor should have tight joints to prevent leakage. If approved by QuikTrip and/or the designer of record, utility excavations can be backfilled with free-draining granular materials, and cutoffs provided at the exterior walls to reduce the potential for water to migrate immediately beneath the building. Alternatively, due to the expansive clays on site, consideration could be given to backfilling utility excavations will flowable fill to further reduce the risk of water migration and subsequent swelling of the soils. QuikTrip's standard impermeable cutoff consisting of a 3-foot-long "plug" of flowable fill can be used. Soil may be used for the balance of the backfill.

Groundwater may be encountered during the installation of deep utilities, particularly during times of elevated groundwater conditions. In most situations, small amounts of groundwater seepage into the excavations can be handled by means of gravity ditching and a sump pump. If greater flows are experienced, SCI should be retained to review our recommendations, and provide additional recommendations regarding dewatering. Rock excavation may be required in some deep utility excavations as discussed in Section 4.3.

With the exception of individual service lines to the building that intersect foundations perpendicularly, below-grade utilities should not be located within the stress influence zone of the building foundations. Accordingly, below-grade utilities should be located outside a zone extending 45 degrees downward and outward from the edge of the footings.

4.12 Site Grading and Drainage

Positive site drainage should be provided to reduce surface water infiltration around the perimeter of the building and beneath the floor slab. All grades should be sloped away from the building. Roof and surface drainage should be collected and discharged such that water is not permitted to infiltrate the backfill of the building.

Large trees should be planted a minimum distance of at least half the trees' mature height away from exterior footings as they may cause drying and shrinkage of the foundation soils and, with the passage of time, potentially detrimental settlement of the building floor slabs and foundations. Where existing and proposed trees are planned within the aforementioned zone, tree root barriers will be required to minimize

the potential for moisture fluctuation near the proposed buildings. Caution should be used when designing landscaping around the structures as shrubbery, flower beds and irrigation systems are a common source for foundation movement as well as pavement distress.

We recommend that all final slopes have a maximum inclination of 3H:1V, and that a crest of at least 10 feet in width, or a distance equivalent to the total height of the slope, whichever is less, be provided around the building before the surface slopes down and away. Typically, cut and fill slopes of less than 15 feet in total height and sloped at an inclination of 3H:1V should perform satisfactorily at this inclination, or flatter.

5.0 SITE DEVELOPMENT AND CONSTRUCTION CONSIDERATIONS

5.1 Site Preparation

Within the construction area, existing structures and related below-grade components to be abandoned must be properly demolished and the debris removed from the site. Existing foundation walls and footings, floor slabs, pavements and utilities, as well as their associated backfill, should be removed from below and at least 10 feet beyond the proposed building and canopy footprints. As an exception, deep utilities may be grouted in place rather than being removed. However, the existing backfill associated with deep utilities should be removed and replaced, or recompacted. Outside this area, existing foundation walls and footings deeper than 3 feet below the proposed subgrade may be left in place. Excavations resulting from the removal of existing site improvements should be backfilled with properly compacted fill.

After demolition of the existing site features, areas to receive fill, which are located outside the recommended remediation areas, should be proofrolled by systematically passing over the subgrade to achieve complete coverage with proper compaction or loaded construction equipment, and observing the subgrade for pockets of excessively soft, wet or disturbed soil, or otherwise unacceptable materials. Careful attention should be given to proofrolling existing fill materials planned to remain in place, if encountered.

Soft areas or otherwise unacceptable materials, if encountered, should be removed and replaced with structural fill or stabilized prior to placing additional fill. If removal of soft soils is impractical due to their excessive depth, they should be stabilized or “bridged over” in a manner approved by SCI.

5.2 Fill Materials and Compaction

Prior to fill placement and compaction, the upper 8 inches of the exposed subgrade should be scarified, moisture conditioned and recompacted. Structural fill should be placed in maximum 8-inch-thick loose lifts and mechanically compacted in accordance with Table 5.1. We recommend that select fill placed in the building island have a LL less than 40 and a PI less than 20. A 1-inch minus, densely graded, crushed rock is acceptable to be used as select fill. General fill (i.e., satisfactory soils) utilized in non-critical portions of the site can consist of soils with a LL less than 50. **Selection of fill material should match the in-place soils in that particular area. Therefore, we recommend cohesive soils be used on this site.** Acceptable non-organic fill soils include materials designated CL, ML, CL-ML, GP, and GW by ASTM D 2487.

Table 5.1 - Typical Compaction Requirements for Fill

Material Tested	Proctor Type	Minimum Percentage Dry Density
Structural Fill (Cohesive)	Modified (ASTM D 1557)	90
	Standard (ASTM D 698)	95
Structural Fill (Granular)	Modified	95
	Standard	98
Landscaped Areas (non-load bearing)	Modified	88
	Standard	92
Utility Trench Backfill	Modified	90
	Standard	95

Prior to compaction, the soil may require moisture adjustment. During warm weather, moisture reduction can generally be accomplished by disking or otherwise aerating the soil. When air drying is not feasible, a moisture reducing chemical additive could be incorporated into the soil. During dry weather, some addition of moisture may be required to facilitate compaction. This should also be done in a controlled manner using a tank truck with a spray bar. The moistened soil should be thoroughly blended with a disk or pulverizer to produce a uniform moisture content. If construction is performed during the winter season, fill materials should be carefully observed to see that no frozen soil is placed as fill or remains in the base materials upon which fill is placed.

In addition to the minimum density requirements listed above, the soil must be stable, i.e., not “pumping” or rutting excessively under construction traffic, prior to placing additional fill or constructing foundations, floor slab, or pavements. Field density tests should be performed on each lift of fill to document that proper compaction is achieved.

5.3 Subgrade Considerations

Floor slab and pavement subgrades may be subjected to construction traffic and exposure to weather for an extended period and significant problems may be incurred. It may be necessary to proofroll the subgrade in both cut and fill areas and recompact the subgrade immediately prior to placing base rock for the floor slab or pavement. In addition, subgrades covered with base rock may be very slow to dry if precipitation occurs after placing the base rock. Therefore, we recommend that proofrolling and placement of the base rock be done as close to the time of pouring the floor slab or paving as is practical. Proofroll passes should be limited, particularly on silty subgrades, to reduce the potential for pumping of moisture from deeper within the soil profile.

Special measures may be required to facilitate construction during wet or cold weather, or where excessive areas of soft soils are identified. These measures may include, but are not limited to, the addition of lime to the subgrade soils for drying purposes, or the removal of soft spongy soils and their replacement with crushed limestone. Soft areas should be selectively undercut and backfilled with properly compacted cohesive soil. A geotextile, such as Mirafi 600X, or geogrid, such as Tensar TX-140, or equivalents, may be used to help stabilize particularly soft areas. Where possible, the subgrade should be sloped to provide drainage.

5.4 Shallow Foundation Excavations

SCI should observe all footing and floor slab excavations for problem areas, such as soft zones, existing fill, or areas of expansive soil prior to placing concrete. Evaluation of the soil subgrade present at the bearing elevation of the foundations should be performed by geotechnical personnel utilizing a hand auger to verify soil conditions. Excessive disturbance of siltier soils in footing excavations should be avoided and could complicate construction. The potential for such disturbance will increase during wetter times of the year. Footing excavations that have been excessively disturbed should be overdeepened to approved undisturbed soils. Overexcavation and replacement with structural fill should be performed where inadequate bearing materials are present in footing excavations.

The base of all excavations should be clean, free of loose soil or uncompacted fill, relatively dry, and maintained near their optimum moisture content. Excavations should be protected from extreme temperatures, precipitation, and construction disturbances. To reduce the possibility of desiccation or saturation of the foundation soils, we recommend that the concrete be placed as soon as possible after excavations are made.

Groundwater is generally not anticipated to influence shallow foundation construction. However, in most situations, groundwater seepage can be handled by means of gravity ditching and a sump pump.

5.5 Excavation Bracing Requirements

In the *Federal Register*, Volume 54, No. 209 (October 1989), the United States Department of Labor, OSHA amended its "*Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P*". This document was issued to provide for the safety of workers entering excavations, including utility trenches, basements, footings and others. All operations should be performed under the supervision of qualified site personnel in accordance with OSHA regulations.

5.6 Erosion Control and Land Disturbance Monitoring Program

Appropriate erosion and sediment control measures, such as proper contouring during site grading activities, the installation of siltation fences, and/or inlet protection, should be used during construction to keep eroded materials from being carried onto adjacent properties or waterbodies. Depending on the length of time the subgrade is exposed and the amount of siltation that occurs, it may be necessary to periodically remove materials collected by the sediment control systems. Timely sodding and/or seeding of sloped surfaces will help reduce this potential problem.

SCI recommends following the procedures detailed in the Stormwater Pollution Prevention Plan. Any site disturbing more than 1 acre of ground must obtain a Land Disturbance Permit from the CDPHE. As part of the permit compliance procedures, weekly and rain-event site observations must be performed to document the changing site conditions and maintenance of control measures. If conditions encountered during construction dictate that additional. Best Management Practices are required, SCI can provide consultation as needed during construction.

6.0 CONSTRUCTION MONITORING PROGRAM

The following list summarizes SCI's recommendations for a construction monitoring program. These services are recommended to provide quality assurance in assessing design assumptions and to document earth-related construction procedures for compliance with plans, specifications, and good engineering practice. SCI should be retained to:

- Participate in a formal preconstruction meeting with the Owner's Representative, Civil Engineer, and Contractor, prior to construction at the site;
- Observe site preparation activities prior to demolition, stripping, and proofrolling;

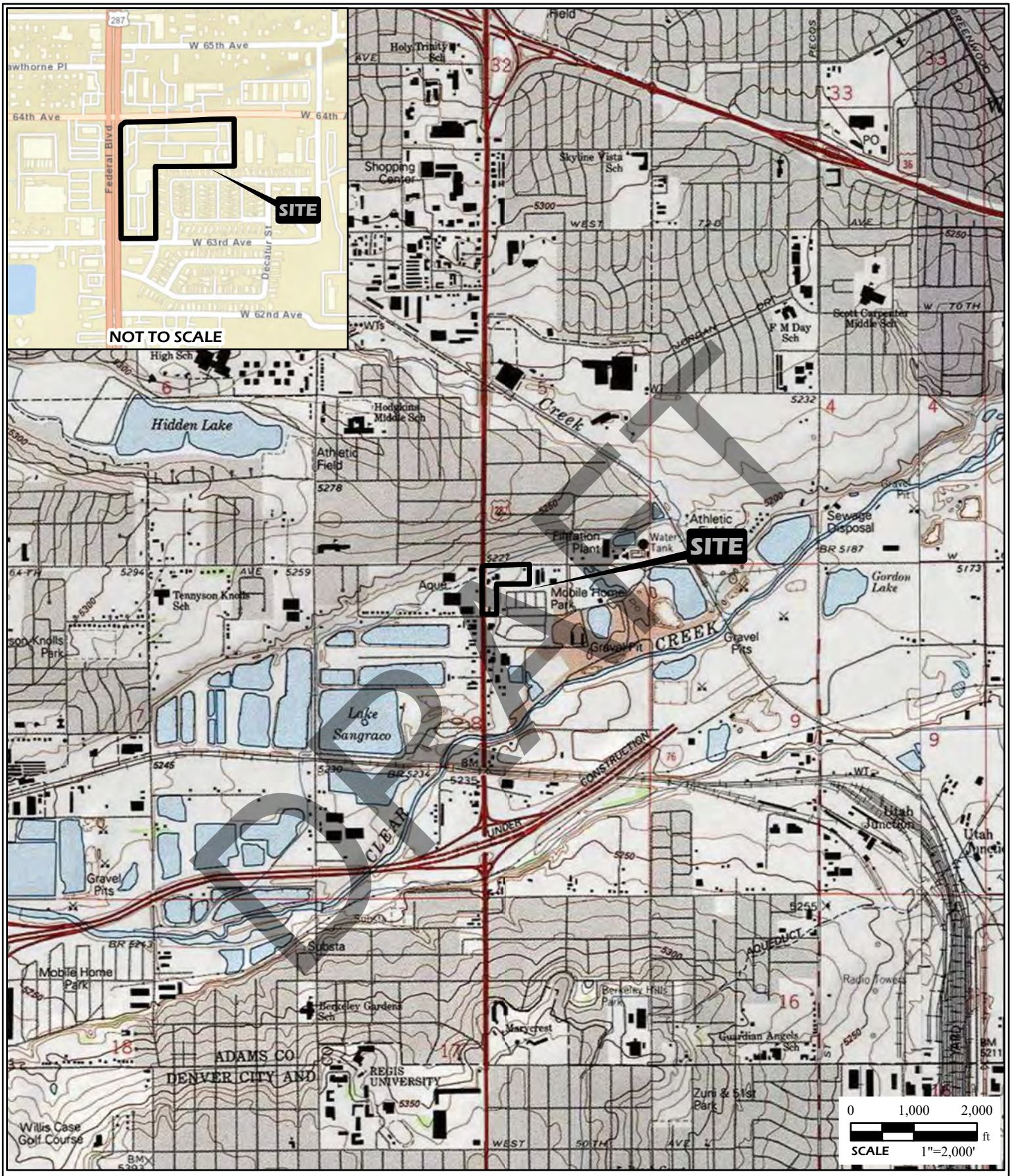
- Observe remediation of expansive clay and existing fill prior to new fill placement;
- Assess the suitability of potential fill materials, including both on-site and off-site sources;
- Monitor placement and compaction of structural fill and backfill;
- Observe foundation excavations and the floor slab subgrade to assess the impact of existing fill and expansive clay and to recommend the extent of remedial measures;
- Observe footing excavations for adequacy of bearing materials;
- Observe the floor slab subgrade prior to placing base rock;
- Monitor placement and compaction of backfill for below-grade utility and underground storage tank excavations;
- Observe pavement subgrade preparation and provide observation and testing services for the base course and pavement section;
- Check the thickness of pavement sections and, for asphaltic concrete, its density; and
- Provide quality assurance testing of structural concrete and pavement materials.

7.0 LIMITATIONS

The recommendations provided herein are for the exclusive use of QuikTrip Corporation. It is imperative that SCI be contacted by any third-party interests to evaluate the applicability of this report relative to use by anyone other than QuikTrip Corporation. Our recommendations are specific only to the project described and, are not meant to supersede more stringent requirements of local ordinances. They are based on subsurface information obtained at eleven specific, widely-spaced boring locations within the project area; our understanding of the project as presented in Section 2.0, "Site and Project Description"; and geotechnical engineering practice consistent with the standard of care. No other warranty is expressed or implied. SCI should be contacted if conditions encountered are not consistent with those described.

We should also be provided with a set of final construction plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly, and to assess the need for additional exploration or analysis. Any changes in the planned project or changed site conditions may require revised or additional recommendations on our part. The final part of our geotechnical service should consist of direct observation during construction, to observe that conditions actually encountered are consistent with those described in this report, and to assess the appropriateness of the analyses and recommendations contained herein.

Appendix A



PROJECT NAME	QUIKTRIP 4270 DENVER, COLORADO		
	VICINITY AND TOPOGRAPHIC MAP		
DRAWN BY	RCV	DATE	JOB NUMBER
CHECKED BY	CJC	08/2023	2023-0954.10

GENERAL NOTES/LEGEND

USGS TOPOGRAPHIC MAP
ARVADA, COLORADO QUADRANGLE
COMMERCE CITY, COLORADO QUADRANGLE
DATED 1994
10' CONTOURS

STREET MAP
HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_STREET_MAP

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FIGURE
1

GENERAL NOTES/LEGEND

APPROXIMATE SOIL BORING LOCATIONS

UNDATED PLAN BY KIMLEY HORN.
AERIAL PHOTOGRAPH OBTAINED FROM ARCGIS ONLINE, WORLD IMAGERY.
DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

PROJECT NAME
QUIKTRIP 4270
DENVER, COLORADO

AERIAL PHOTOGRAPH

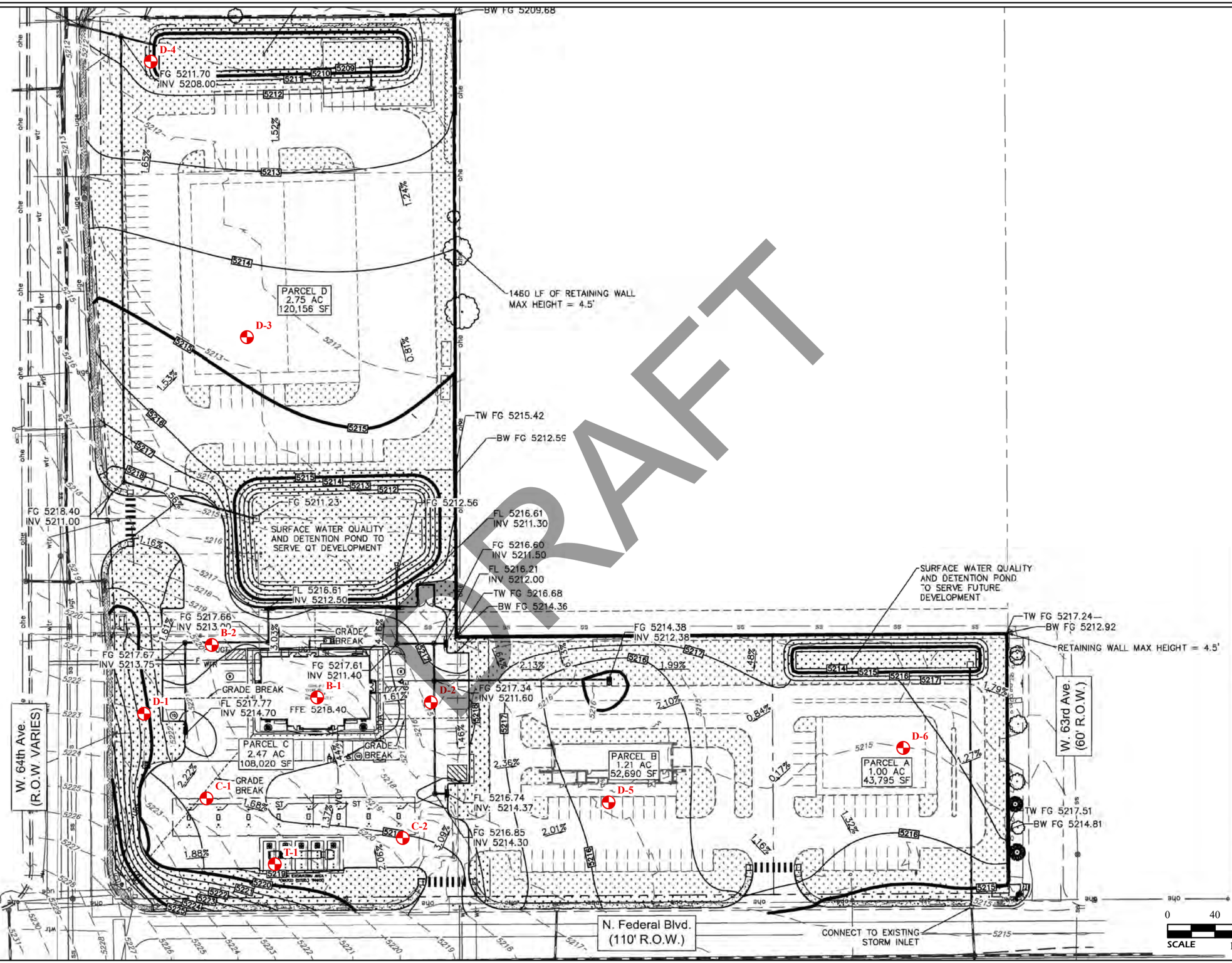
JOB NUMBER
2023-0954.10

DATE
08/2023

DRAWN BY
RCV

CHECKED BY
CJC

FIGURE
2



GENERAL NOTES/LEGEND

APPROXIMATE SOIL BORING LOCATIONS

UNDATED PLAN BY KIMLEY HORN.

DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

PROJECT NAME
QUIKTRIP 4270
DENVER, COLORADO

SITE PLAN

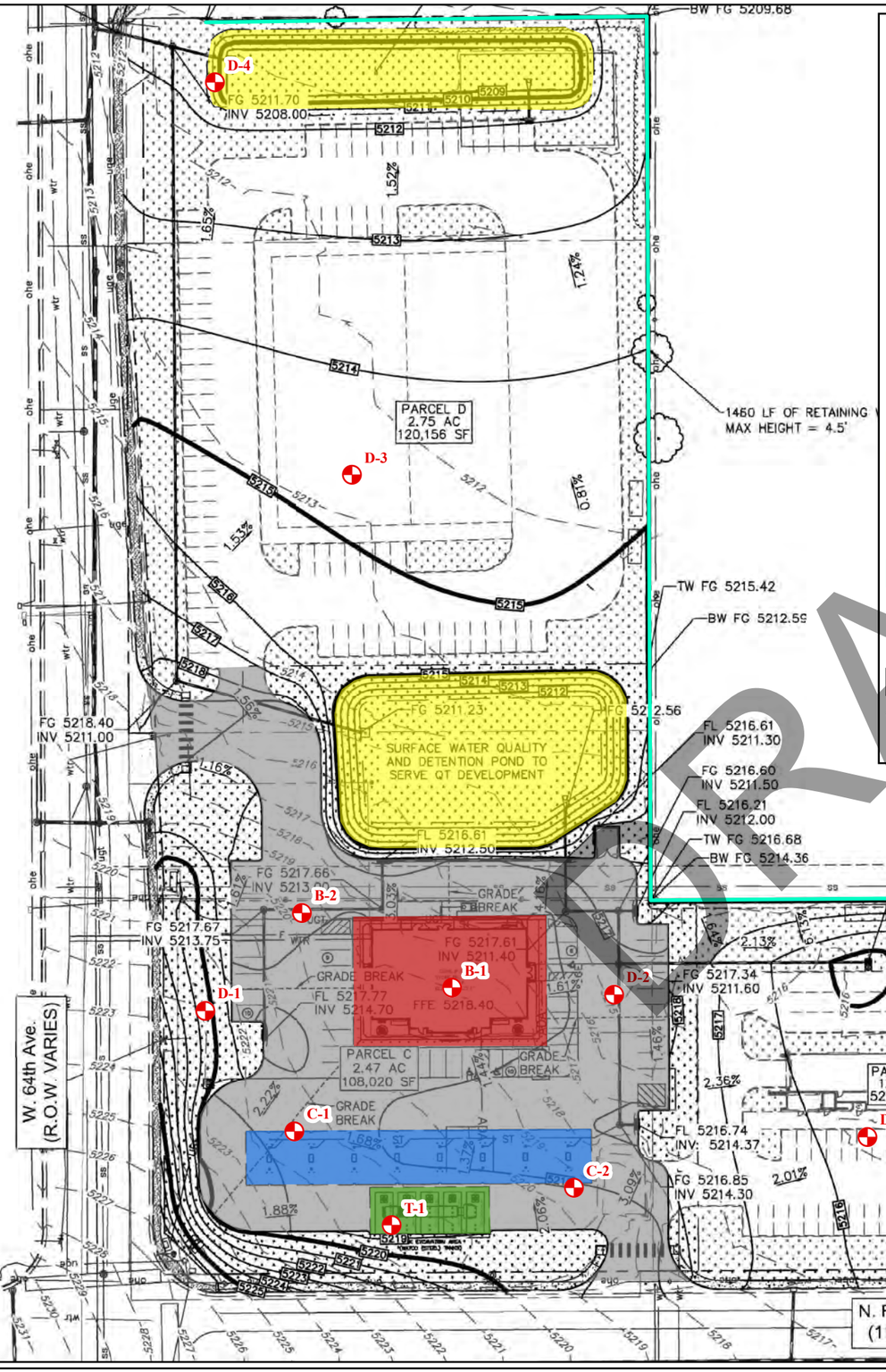
JOB NUMBER
2023-0954.10

DATE
08/2023

DRAWN BY
RCV

CHECKED BY
CJC

FIGURE
3



AREAS OF CONCERN

BUILDING ISLAND

Due to existing fill and expansive soils, it is recommended that at least 6 feet of new select fill underly the building island foundations. Based on a planned FFE at El 5218.40, the select fill should extend to El 5209.40. The overexcavation should be backfilled with properly compacted low plastic soil or one-inch minus crushed rock.

CANOPY

Based on the estimated PVR of the site, and since the western side of the canopy appears to fall within the zone of influence of the adjacent tank pit, we recommend that the canopy be supported on drilled straight shaft piers. Groundwater will likely be encountered during drilled pier foundation installation.

TANK PIT

The weathered sandstone will require increased effort to excavate. A dewatering system will likely need to be installed to facilitate construction activities in the tank pits. If clay soils are present at the base of the tank pit excavation, it is recommended that the tank pit be overexcavated an additional 12 inches and replaced with a 2- to 4-inch clean crushed rock to provide a stable working surface. Alternatively, a mud mat could be constructed.

STORMWATER DETENTION BASINS

The clay soils appear suitable for the embankments; however, any localized sandy embankment areas should be removed to a depth of 2 feet and replaced with cohesive soils with a PI of at least 20. As an alternative, a topsoil blanket could be installed to encourage vegetative growth.

RETAINING WALL

Due to existing fill and expansive soils, the wall should be overexcavated to a minimum depth of 2 feet beneath the bearing level of the retaining wall's foundations and beneath the reinforced zone (if applicable). The overexcavation should be backfilled with properly compacted, low plastic soil or 1-inch minus crushed rock.

PAVEMENTS

Expansive clay soils should be remediated to the minimum depths shown on Figure 5. Soft areas within the existing fill or otherwise unacceptable materials, if encountered, should be removed and replaced with structural fill or stabilized prior to placing additional fill.

GENERAL NOTES/LEGEND

APPROXIMATE SOIL BORING LOCATIONS

UNDATED PLAN BY KIMLEY HORN.

DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

PROJECT NAME

QUIKTRIP 4270
DENVER, COLORADO

AREAS OF CONCERN MAP

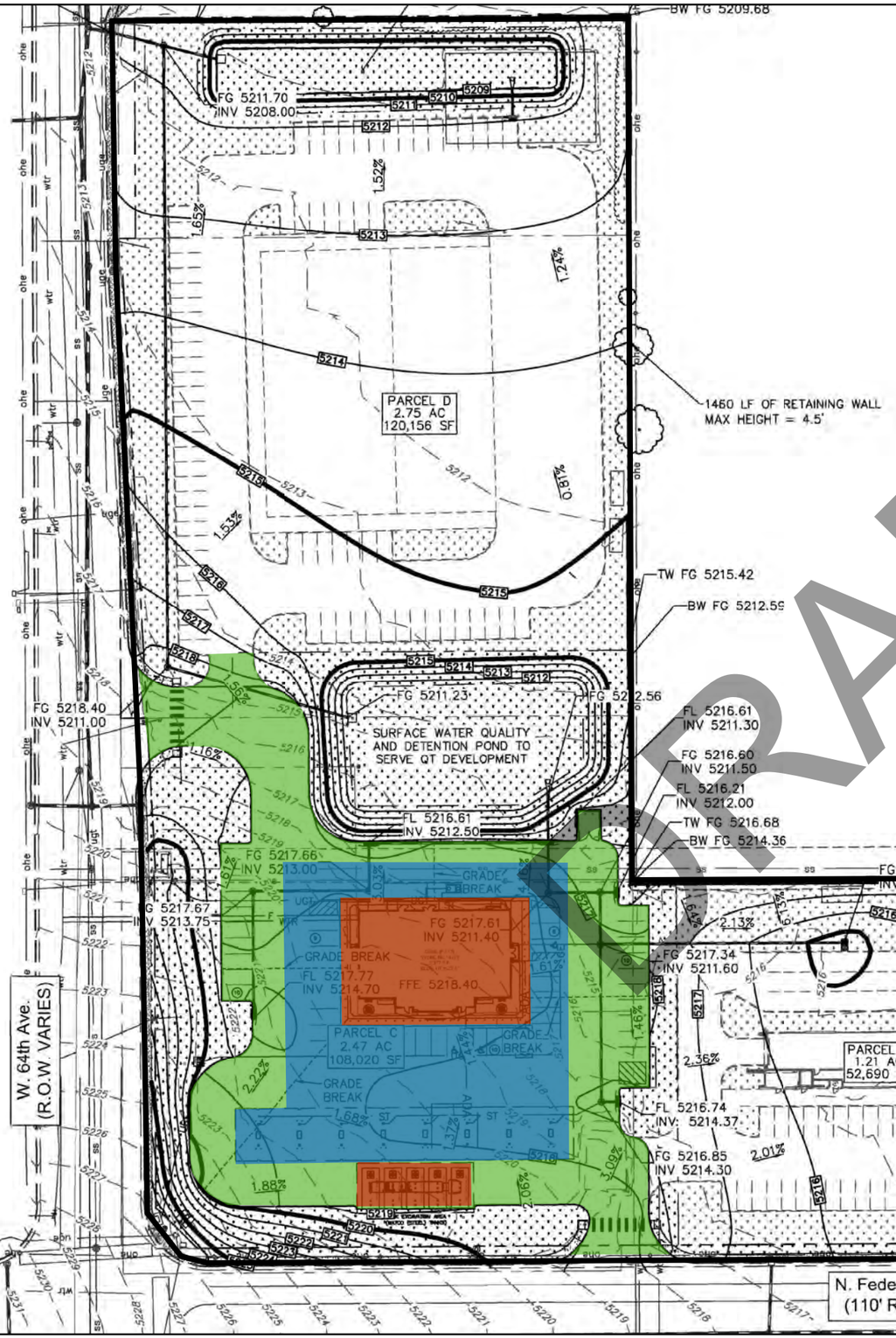
JOB NUMBER 2023-0954.10

DATE 08/2023

DRAWN BY RCV

CHECKED BY CJC

FIGURE 4



PAVEMENT DETAIL
NOT TO SCALE

PAVEMENT - RIGID - 7 INCHES PCC
FLEXIBLE - 6 INCHES ASPHALTIC CONCRETE

AGGREGATE BASE - 6 INCHES BELOW CONCRETE
7 INCHES BELOW ASPHALT

MINIMUM SELECT FILL THICKNESS - VARIABLE
CRITICAL AREAS - 2 FEET BELOW FINISH GRADES
NON-CRITICAL - NONE REQUIRED

SCARIFY AND RECOMPACT - 8 INCHES

- BUILDING ISLAND/TANK PIT (≤1" PVR)
- CANOPY/CRITICAL PAVING AREAS (≤2.5" PVR)
- PAVED AREAS (≤4" PVR)

GENERAL NOTES/LEGEND

DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

PROJECT NAME
QUIKTRIP 4270
DENVER, COLORADO

PAVEMNET UNDERCUT PLAN

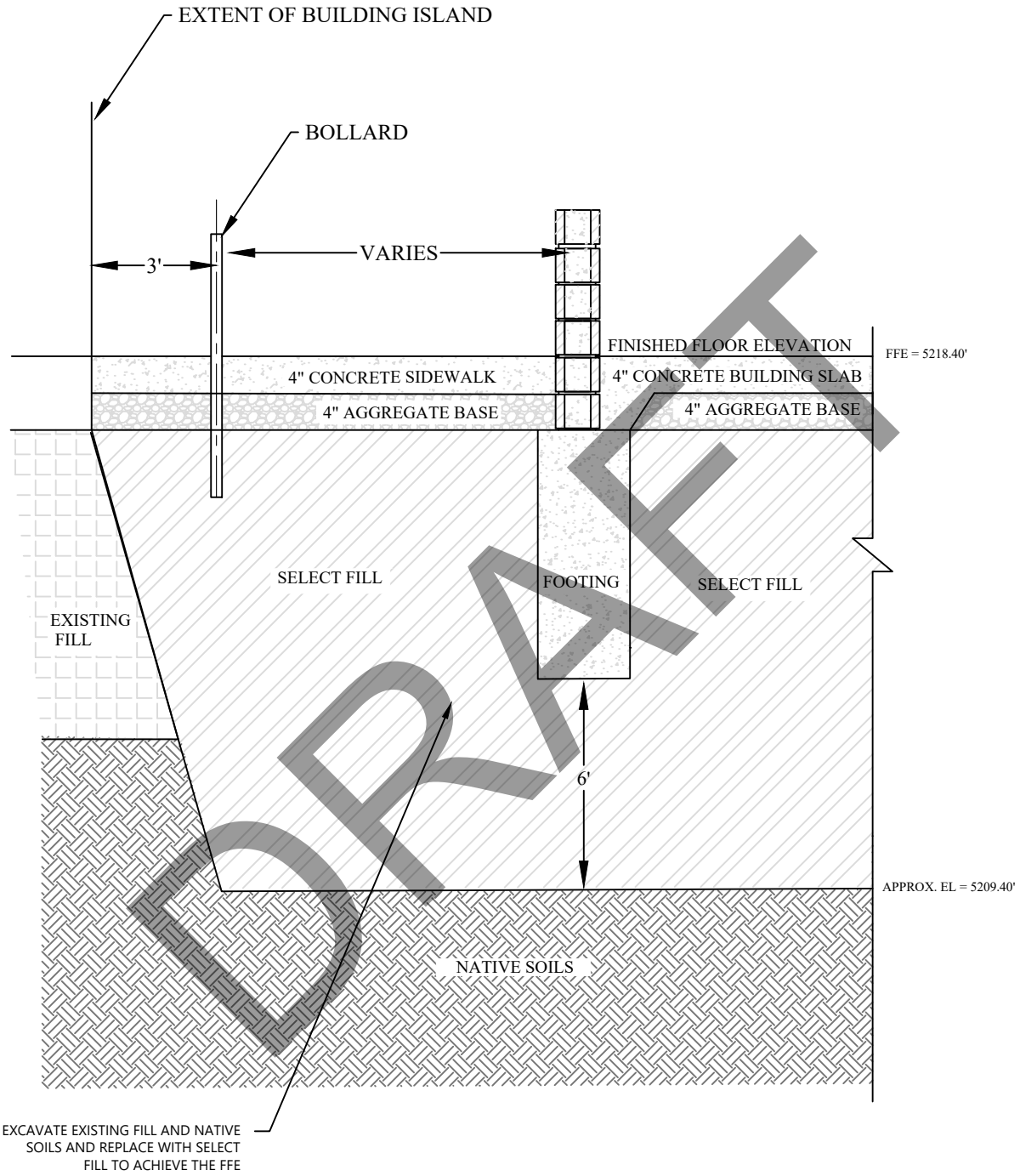
JOB NUMBER
2023-0954.10

DATE
08/2023

DRAWN BY
ACV

CHECKED BY
CJC

FIGURE
5



PROJECT NAME: QUIKTRIP 4270 DENVER, COLORADO	General Notes/Legend: SELECT FILL SHOULD CONSIST OF PROPERLY COMPACTED LOW PLASTIC SOIL OR ONE-INCH MINUS CRUSHED ROCK.		
BUILDING ISLAND PREPARATION CROSS SECTION			SCALE N.T.S.
DRAWN BY ACV / CHECKED BY CJC	DATE 08/2023	JOB NUMBER 2023-0954.10	FIGURE 6

Appendix B

SCI ENGINEERING, INC.
6753 East 47th Avenue Drive, Unit H
Denver, Colorado 80216
303-321-3154
www.sciengineering.com

BORING LOG LEGEND AND NOMENCLATURE

Depth is in feet below ground surface. **Elevation** is in feet mean sea level, site datum, or as otherwise noted.

Sample Type

- **SS** Split-spoon sample, disturbed, obtained by driving a 2-inch-O.D. split-spoon sampler (ASTM D 1586).
- **NX** Diamond core bit, nominal 2-inch-diameter rock sample (ASTM D 2113).
- **ST** Thin-walled (Shelby) tube sample, relatively undisturbed, obtained by pushing a 3-inch-diameter, tube (ASTM D 1587).
- **CS** Continuous sample tube system, relatively undisturbed, obtained by split-barrel sampler in conjunction with auger advancement.
- **SV** Shear vane, field test to determine strength of cohesive soil by pushing or driving a 2-inch-diameter vane, and then shearing by torquing soil in existing and remolded states (ASTM D 2573).
- **BS** Bag sample, disturbed, obtained from cuttings.

Recovery is expressed as a ratio of the length recovered to the total length pushed, driven, cored.

Blows Numbers indicate blows per 6 inches of split-spoon sampler penetration when driven with a 140-pound hammer falling freely 30 inches. The number of total blows obtained for the second and third 6-inch increments is the N value (Standard Penetration Test or SPT) in blows per foot (ASTM D 1586). Practical refusal is considered to be 50 or more blows without achieving 6 inches of penetration and is expressed as a ratio of 50 to actual penetration, e.g., 50/2 (50 blows for 2 inches).

For analysis, the N value is used when obtained by a cathead and rope system. When obtained by an automatic hammer, the N value may be increased by a factor of 1.3.

Vane Shear Strength is expressed as the peak strength (existing state) / the residual strength (remolded state).

Description indicates soil constituents and other classification characteristics (ASTM D 2488) and the Unified Soil Classification (ASTM D 2487). Secondary soil constituents (expressed as a percentage) are described as follows:

Trace	<5
Few	5-15
With	>15-30

Stratigraphic Breaks may be observed or interpreted and are indicated by a dashed line. Transition between described materials may be gradual.

Laboratory Test Results

- Natural moisture content (ASTM D 2216) in percent.
- Dry density in pounds per cubic foot (pcf).
- Hand penetrometer value of apparently intact cohesive sample in kips per square foot (ksf).
- Unconfined compressive strength (ASTM D 2166) in kips per square foot (ksf).
- Liquid and Plastic Limits (ASTM D 4318) in percent.

RQD (Rock Quality Designation) is the ratio between the total length of core segments 4 inches or more in length and the total length of core drilled. RQD (expressed as a percentage) indicates insitu rock quality as follows:

Excellent	90 to 100
Good	75 to 90
Fair	50 to 75
Poor	25 to 50
Very Poor	0 to 25

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** B-1
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5219± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
					FILL: Dark brown, clayey sand, fine to medium, trace iron staining, and crushed asphalt										
	1	SS	24/24	5 5 6 3				14							5217
3															
	2	SS	18/18	2 2 3	FAT CLAY(CH): Brown, trace fine to medium sand			15		1.0					5214
					SANDY LEAN CLAY (CL): Brown, sand is fine to medium, some calcareous deposits		1								
6	3	SS	18/18	5 4 7				19		2.0		36	21		5211
9	4	SS	18/18	4 4 5				24		1.5					5208
12															
	5	SS	18/18	3 4 4	some iron staining, trace calcarious deposits			24		1.5					5205
15															
					WEATHERED SANDSTONE: Tan, with lean clay										5202
18							2								
	6	SS	18/18	5 18 24											

Boring terminated at 20 feet.

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
17.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 96.6% Passing No. 40 Sieve, 66.8% Passing No. 200 Sieve
2) Sieve Analysis Performed: 44.9% Passing No. 40 Sieve, 8.2% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** B-2
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5220± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
					FILL: Brown, fat clay, trace fine to medium sand, trace calcareous deposits, trace roots										
	1	ST	12/24					28		1.5	2.0				
3															5217
	2	SS	24/24	4 5 7 16	becomes dark brown, trace crushed asphalt			22		3.0					
					FILL: Brown, sandy lean clay sand is fine to coarse, with crushed asphalt										
6															5214
	3	SS	13/18	7 8 10	LEAN CLAY (CL): Brown, with fine to medium sand			19		3.0					
9	4	SS	18/18	4 4 4	trace calcareous deposits		1	23		2.5		44	28		5211
12															5208
	5	SS	18/18	6 11 16	POORLY GRADED SAND (SP): Tan and brown, fine to coarse, with lean clay, with fine to coarse gravel										
15															5205
18															5202
	6	SS	15/18	13 11 12	becomes brown, trace lean clay										
					Boring terminated at 20 feet.										

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
17.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 97.5% Passing No. 40 Sieve, 72.8% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** C-1
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5221± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
					FILL: Dark brown, fat clay, with fine to coarse sand, and crushed asphalt										5220
	1	SS	16/24	2 2 4	becomes brown, trace fine to coarse sand, and crushed asphalt			25		2.0					
3	2	SS	18/18	5 6 7	trace iron staining			26		3.0					5217
					FAT CLAY (CH): Dark brown, with fine to medium sand, trace calcareous deposits										
6	3	ST	18/24				1	21		4.0	2.3	50	32		5214
9	4	SS	18/18	5 7 8	some calcareous deposits			22		4.0					5211
12															5208
	5	SS	18/18	3 5 5	trace iron staining, trace calcareous deposits			27		3.0					
15					Boring terminated at 15 feet.										5205
18															5202

WATER LEVEL:

X	NONE OBSERVED WHILE DRILLING
	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 98.6% Passing No. 40 Sieve, 83.5% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** C-2
LOCATION Denver, Colorado **SHEET** 1 **of** 2
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5219± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
				4	5" ASPHALTIC CONCRETE										
	1	SS	18/24	3 5 8	FILL: Brown, sandy fat clay, sand is fine to coarse, trace fine gravel and iron staining			16		0.5					
															5217
3	2	SS	13/24	10 8 6 5	trace brick and crushed asphalt			10		<0.5					
					SANDY LEAN CLAY (CL): Brown, sand is fine to medium, trace calcareous deposits		1								5214
6	3	SS	18/18	4 5 8				17		4.5		34	20		
															5211
9	4	SS	18/18	5 5 6	trace iron staining			24		3.5					
															5208
12															
	5	SS	18/18	12 19 21	becomes dark gray with fine to medium sand WEATHERED SANDSTONE: Black		2								5205
15	6	SS	12/12	24 50/6"	SANDSTONE: Black, some fat clay										
															5202
18															
	7	SS	18/18	23 26 50/6"											

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
15.0	ft WHILE DRILLING
14.9	ft 24 HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 95.7% Passing No. 40 Sieve, 69.5% Passing No. 200 Sieve
2) Petroleum odor

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** C-2
LOCATION Denver, Colorado **SHEET** 2 **of** 2
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5219± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
21					SANDSTONE: Black, some fat clay *(Continued)*										
															5196
24	8	SS	18/18	17 31 37	becomes tan, no fat clay										
															5193
27															
	9	SS	6/6	50/6"											5190
30					Boring terminated at 30 feet.										
															5187
33															
															5184
36															
															5181
39															

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
15.0	ft WHILE DRILLING
14.9	ft 24 HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-1
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5223± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
				2	5" ASPHALTIC CONCRETE										
	1	SS	16/24	3 2 2	FILL: Dark brown, fat clay, with fine to coarse sand, and crushed asphalt			20		5.5					
					FILL: Brown, clayey sand, fine to coarse, clay is fat, trace crushed aspahlt and crushed brick										
3	2	SS	18/24	2 3 2 3	FILL: Brown, lean clay, with fine to coare sand, trace crushed asphalt becomes gray, trace fine sand, no crushed rock			16		>9					5220
					LEAN CLAY (CL): Brown, with fine to medium sand and calareous deposits										
6	3	SS	18/18	6 7 8			1	23		5.0		49	30		5217
9	4	SS	18/18	5 7 8	no calcareous deposits			20		>9					5214
					Boring terminated at 10 feet.										
12															5211
15															5208
18															5205

WATER LEVEL:

X	NONE OBSERVED WHILE DRILLING
	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 99.3% Passing No. 40 Sieve, 78% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-2
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5215± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LAB: MOISTURE CONTENT (%)	LAB: DRY DENSITY (pcf)	LAB: HAND PENETROMETER (ksf)	LAB: UNCONFINED COMPRESSIVE STRENGTH (ksf)	LAB: LIQUID LIMIT	LAB: PLASTICITY INDEX	LAB: N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
					FAT CLAY (CH): Brown, trace fine to medium sand, trace calcareous deposits										5214
	1	SS	24/24	5 6 7 8				23		3.0					
3	2	SS	17/18	5 7 6	some calcareous deposits			21		3.0					5211
6	3	SS	18/18	5 7 8				23		3.0					5208
9	4	SS	18/18	4 8 9	becomes brown and gray, some fine to coarse sand, trace calcareous deposits, trace iron staining			19		5.0					5205
12	5	SS	19/24	10 17 30 32	becomes dark gray, with fine to medium sand		1	27		1.5					
					WEATHERED SANDSTONE: Black, some fat clay										5202
	6	SS	20/24	34 47 32 28											
15															5199
18															
	7	SS	18/18	27 30 32	becomes black and gray, trace fat clay becomes brown										5196
					Boring terminated at 20 feet.										

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
13.0	ft WHILE DRILLING
11.1	ft 5 HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Petroleum odor

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-3
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5213± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
				6	5" ASPHALTIC CONCRETE										
	1	SS	20/24	8 9 9	FILL: Dark gray, fat clay, trace fine to medium sand, and crushed asphalt			18		3.5					5211
3	2	SS	12/24	3 3 4 5	trace calcareous deposits			8		<0.5					
					FAT CLAY (CH): Brown, with fine to medium sand, trace calcareous deposits										5208
6	3	SS	18/18	6 5 6			1	33		3.0		50	31		
															5205
9	4	SS	18/18	5 5 7	becomes reddish brown, some iron staining, trace fine sand			33		5.5					
															5202
12					CLAYEY SAND (SC): Light brown, fine to coarse, clay is fat, with fine to coarse gravel										
	5	SS	7/18	2 3 5				10							5199
15															
					SANDSTONE: Light brown										5196
18															
	6	SS	18/18	30 38 50/6"											

Boring terminated at 20 feet.

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
13.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 97.9% Passing No. 40 Sieve, 81.6% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-4
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5211± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LAB: MOISTURE CONTENT (%)	LAB: DRY DENSITY (pcf)	LAB: HAND PENETROMETER (ksf)	LAB: UNCONFINED COMPRESSIVE STRENGTH (ksf)	LAB: LIQUID LIMIT	LAB: PLASTICITY INDEX	LAB: N60 Value	ELEVATION (ft)
				2	5" ASPHALTIC CONCRETE										
	1	SS	24/24	4 6 7	FILL: Gray, fat clay, with fine to medium sand, trace crushed asphalt		1	28		4.0		65	43		
				4											
3	2	SS	24/24	5 4 5	becomes brown, trace calcareous deposits			25		1.5					5208
					FAT CLAY (CH): Brown, trace fine to medium sand, trace calcareous deposits										
	3	ST	18/24					29		3.0	2.2				
6															5205
				3											
	4	SS	24/24	5 4 5	becomes reddish brown, trace fine sand, trace iron staining			40		4.0					
				7											
9	5	SS	18/18	10 12	CLAYEY SAND (SC): Reddish brown, fine to coarse, clay is fat, with iron staining, with fine to coarse gravel			27							5202
12															5199
					trace iron staining										
	6	SS	14/18	17 14 17				11							
15					Boring terminated at 15 feet.										5196
18															5193

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
11.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 98.1% Passing No. 40 Sieve, 73.3% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-5
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5216± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LAB: MOISTURE CONTENT (%)	LAB: DRY DENSITY (pcf)	LAB: HAND PENETROMETER (ksf)	LAB: UNCONFINED COMPRESSIVE STRENGTH (ksf)	LAB: LIQUID LIMIT	LAB: PLASTICITY INDEX	LAB: N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
					SANDY FAT CLAY (CH): Brown and tan, sand is fine to medium										
	1	SS	18/18	3 4 5				28		1.0					5214
3															
					FAT CLAY (CH): Gray, trace fine sand, trace iron staining, trace calcareous deposits										
	2	SS	24/24	3 4 4 6	becomes brown			25		3.0					5211
6															
					with fine to medium sand, no iron staining										
	3	SS	18/18	5 5 5				19		2.5					5208
9															
	4	SS	18/18	6 6 8	Sand is fine to coarse			22		4.0					5205
12															
					POORLY GRADED SAND (SP): Tan & orange, fine to coarse, with fine to coarse gravel, some iron staining, some fat clay										
	5	SS	18/18	18 16 16											5202
15															
															5199
18															
	6	SS	18/18	6 8 17	becomes brown, no iron staining or fat clay										

Boring terminated at 20 feet.

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
12.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** D-6
LOCATION Denver, Colorado **SHEET** 1 **of** 1
DRILLER Dakota Drilling **HAMMER** Cathead **PROJECT NO.** 2023-0954.10
EQUIPMENT Dietrich D50 w/HSA **ELEVATION** 5215± **DATE DRILLED** 07/19/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
				3	5" ASPHALTIC CONCRETE										
	1	SS	19/24	3 4 4	FILL: Dark Brown, fat clay, with fine to coarse sand, trace iron staining, calcareous deposits, and gravel			24		2.0					5214
				2											
3	2	SS	20/24	2 2 4	SANDY FAT CLAY (CH): Dark brown, sand is fine to medium, trace calcareous deposits			22		3.5					5211
	3	ST	21/24				1	23		3.0	3.6	50	32		
6															
	4	SS	18/18	4 6 6				21		5.5					5208
9				28	no calcareous deposits										
	5	SS	16/18	32 17	WEATHERED SANDSTONE: Tan, trace fat clay										5205
12															5202
				17	becomes brown, some fat clay										
	6	SS	16/18	23 20						<0.5					
15															5199
18															
	7	SS	18/18	37 36 20											5196

Boring terminated at 20 feet.

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
14.0	ft WHILE DRILLING
	ft ___ HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 90.9% Passing No. 40 Sieve, 62.8% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** T-1
LOCATION Denver, Colorado **SHEET** 1 **of** 2
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5221± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS: MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	N60 Value	ELEVATION (ft)
					5" ASPHALTIC CONCRETE										
	1	SS	18/18	4 2 3	FILL: Dark brown, fat clay, with fine to coarse sand, trace crushed asphalt			37		1.5					5220
3	2	SS	24/24	6 8 9 10	becomes gray and dark brown, trace fine to medium sand, trace fine gravel, trace iron staining			30		1.5					5217
6	3	SS	14/18	7 7 9	FAT CLAY (CH): Gray, trace fine to coarse sand, trace iron staining, trace roots			21		6.0					5214
9	4	SS	18/18	6 6 9	becomes dark gray, some calcareous deposits, trace fine to medium sand			23		4.0					5211
12	5	SS	24/24	3 4 5 5	no calcareous deposits, trace fine to coarse sand SANDY FAT CLAY (CH): Dark gray, sand is fine to coarse			25		2.0					5208
15															5205
18	6	SS	17/24	12 13 32 27	WEATHERED SANDSTONE: Dark gray, with fat clay becomes orange and brown, some iron staining		1								5202

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
17.0	ft WHILE DRILLING
16.3	ft 24 HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

1) Sieve Analysis Performed: 20.9% Passing No. 40 Sieve, 8.4% Passing No. 200 Sieve

BORING LOG

PROJECT QuikTrip 4270 **BORING NUMBER** T-1
LOCATION Denver, Colorado **SHEET** 2 **of** 2
DRILLER Dakota Drilling **HAMMER** Auto **PROJECT NO.** 2023-0954.10
EQUIPMENT CME-55 w/HSA **ELEVATION** 5221± **DATE DRILLED** 07/18/2023

DEPTH (ft)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE RECOVERY (in/in)	SAMPLE BLOWS (per 6 in)	DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LAB: MOISTURE CONTENT (%)	LAB: DRY DENSITY (pcf)	LAB: HAND PENETROMETER (ksf)	LAB: UNCONFINED COMPRESSIVE STRENGTH (ksf)	LAB: LIQUID LIMIT	LAB: PLASTICITY INDEX	LAB: N60 Value	ELEVATION (ft)
21					WEATHERED SANDSTONE: Dark gray, with fat clay *(Continued)*										5199
24	7	SS	18/18	19 24 41	becomes brown, some fat clay										5196
27					SANDSTONE: Brown, some fat clay										5193
	8	SS	6/6	50/6"											
30					Boring terminated at 30 feet.										5190
33															5187
36															5184
39															

WATER LEVEL:

	NONE OBSERVED WHILE DRILLING
17.0	ft WHILE DRILLING
16.3	ft 24 HRS AFTER DRILLING
	ft ___ DAYS AFTER DRILLING

REMARKS:

Appendix C

POTENTIAL VERTICAL RISE (PVR)
TEX-124-E

Refresh Workbook

File Version: 03/09/15 10:25:48

SAMPLE ID:	QuikTrip 4270	SAMPLED DATE:	
TEST NUMBER:	2023-0954.10	LETTING DATE:	
SAMPLE STATUS:	Denver, Colorado	CONTROLLING CSJ:	
COUNTY:		SPEC YEAR:	
SAMPLED BY:		SPEC ITEM:	
SAMPLE LOCATION:		SPECIAL PROVISION:	
MATERIAL CODE:		GRADE:	
MATERIAL NAME:			
PRODUCER:			
AREA ENGINEER:		PROJECT MANAGER:	

COURSE\LIFT:		STATION:		DIST. FROM CL:	

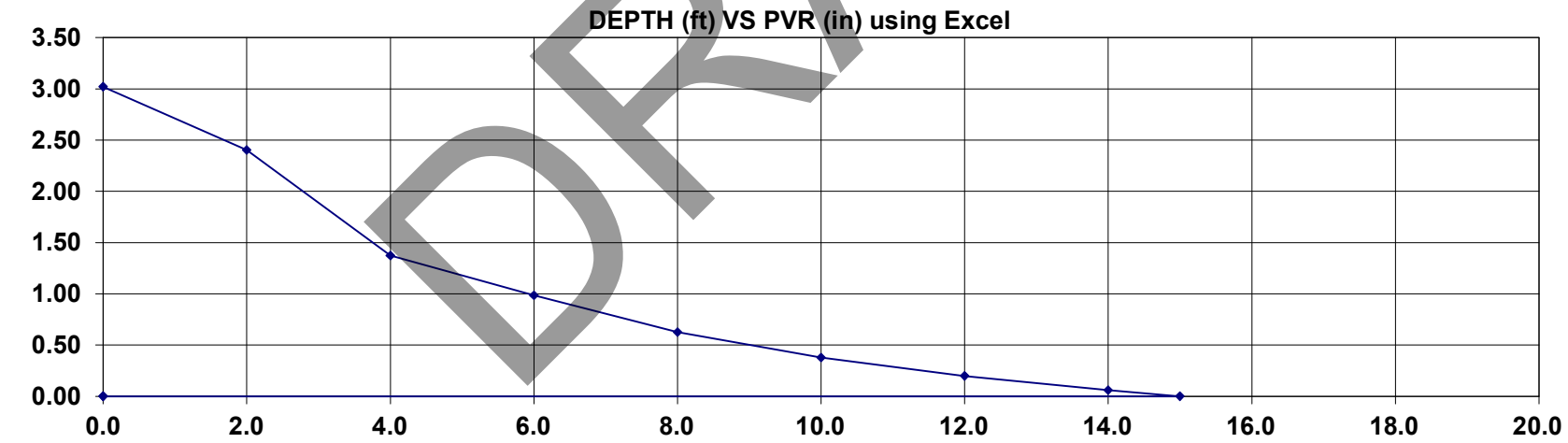
Boring Number:		Ground Elevation (z):		Longitude (x):		Latitude (y):	

PVR Data BH

Depth to Bottom of Layer [ft]	Average Load [psi]	Liquid Limit (LL)	Dry 0.2LL+9	Wet 0.47LL+2	Percent Moisture	Dry Avg Wet	Percent -No.40	Plasticity Index (PI)	Percent Volume Swell	Percent Free Swell	PVR [in] Top of Layer	PVR [in] Bottom of Layer	Differential Swell [in]	Modified -No.40 Factor	Modified Density Factor	PVR in Layers [in]	Total PVR [in]
0.0	0.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**3.02**
2.0	1.0	65	22.0	32.6	18.0	Dry	98.0	43	12.2	15.7	**0.00**	**0.63**	0.63	0.98	1.00	0.62	**2.40**
4.0	3.0	65	22.0	32.6	18.0	Dry	98.0	43	12.2	15.7	**0.63**	**1.68**	1.05	0.98	1.00	1.03	**1.37**
6.0	5.0	44	17.8	22.7	18.0	Dry	98.0	28	7.4	10.5	**1.05**	**1.45**	0.40	0.98	1.00	0.39	**0.98**
8.0	7.0	50	19.0	25.5	18.0	Dry	98.0	32	8.7	11.9	**1.79**	**2.15**	0.37	0.98	1.00	0.36	**0.63**
10.0	9.0	50	19.0	25.5	18.0	Dry	98.0	32	8.7	11.9	**2.15**	**2.41**	0.25	0.98	1.00	0.25	**0.38**
12.0	11.0	50	19.0	25.5	18.0	Dry	98.0	32	8.7	11.9	**2.41**	**2.59**	0.18	0.98	1.00	0.18	**0.20**
14.0	13.0	50	19.0	25.5	18.0	Dry	98.0	32	8.7	11.9	**2.59**	**2.73**	0.14	0.98	1.00	0.14	**0.06**
15.0	14.5	50	19.0	25.5	18.0	Dry	98.0	32	8.7	11.9	**2.73**	**2.79**	0.06	0.98	1.00	0.06	**0.00**
0.0	7.5	0	9.0	2.0	0.0	Dry	0.0	0	-1.8	0.7	**0.08**	**0.08**	0.00	0.00	1.00	0.00	**0.00**
0.0	0.0	0	9.0	2.0	0.0	Dry	0.0	0	-1.8	0.7	**0.08**	**0.08**	0.00	0.00	1.00	0.00	**0.00**

Fields are chart inputs | Fields are final answers per layer | Final Total PVR for the borehole

Note: PVR calculations are based on future pavement grade being the same as present grade. Bold numbers are interpolated and extrapolated values.



Remarks:

Test Method:	Tested By:	Tested Date:
TX124		

Test Stamp Code:	Omit Test:	Completed Date:	Reviewed By:

Locked By:	TxDOT:	District:	Area:

Authorized By:	Authorized Date:

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE
THE BEST PEOPLE ON EARTH

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

IIGER06085.0MRP

CRESTVIEW WATER & SANITATION DISTRICT

James Waller, P.E.
Kimley-Horn
3801 Automation Way, Suite 210
Fort Collins, CO 80525

July 11, 2023

RE: Water and Sanitary Sewer Service, 6350 Federal Blvd.

Will-Serve Letter

Mr. James Waller,

Please be advised that Crestview Water and Sanitation District (Crestview) currently provides both water and sanitary sewer service to the address of 6350 Federal Blvd., parcel no. 0182508101002 in Adams County, Colorado and is willing to provide treated water and sanitary sewer service to said property for a possible future development that is wholly within the Crestview Water and Sanitation District boundaries.

Prior to creating a layout and filing a plat for any future development of this parcel, the petitioning owner/developer (developer) should have a pre-design meeting with Crestview, as the developer MUST allow for the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and Crestview Rules and Regulations and engineering requirements.
Crestview provides drinking water to its customers by means of a wholesale water purchasing contract with Denver Water. As part of the Contract, Denver Water requires Crestview and developers within Crestview's service area to adhere to Denver Water's Engineering Standards.

Sanitary sewer mains must also be designed in accordance with Crestview Rules and Regulations and engineering requirements.

For any future development of this parcel, the developer will be responsible for all costs related to the installation of required water and sewer mains and is responsible for all utility modeling, engineering studies and plan development/review costs. Crestview utilizes a consulting engineer to review plans provided to Crestview by developers. Any costs invoiced to Crestview by its consulting engineer pertaining to this development will be assessed to the developer through a Funds Deposit Agreement between the developer and Crestview.

All water and sewer mains and appurtenances for the new development shall be installed at the developer's expense and deeded free and clear to Crestview prior to the issuance of any water or sewer taps.

Any required off-site improvements to Crestview's water distribution system and/or sanitary sewer collection system created by additional system demands from this proposed development will be the responsibility of the owner/developer both financially and physically.

Crestview requires a signature of acceptance of this Will-Serve letter by the developer prior to scheduling a pre-design meeting with Crestview. Please provide a copy of this signed Will Serve letter when scheduling a pre-design meeting to Crestview's engineer, Clarice O'Hanlon, at cohanlon@crestviewwater.net.

_____ _____

Signature of developer representative Date

If you have any questions or require additional information, please contact our office.

Sincerely,

Mitchell T. Terry
District Manager
Crestview Water & Sanitation District

BERKLEY CENTER SUBDIVISION

A REPLAT OF LOT 1, BLOCK 1, ELLETT SUBDIVISION, LOT 1 BLOCK 1, LEXI PAPPAGEORGE SUBDIVISION AND A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, LYING WITHIN THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

LEGAL DESCRIPTION:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, BEING THE OWNER(S) OF THE REAL PROPERTY OF 7.397 ACRES DESCRIBED AS FOLLOWS:

PARCEL A:
LOT 1, BLOCK 1, ELLETT SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THE NORTH 10 FEET THEREOF CONVEYED TO THE COUNTY OF ADAMS DESCRIBED IN RESOLUTION AND DEED RECORDED NOVEMBER 25, 1969 IN BOOK 1561 AT PAGE 44.

PARCEL B:
LOT 1, BLOCK 1, LEXI PAPPAGEORGE SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL C:
A PARCEL OF LAND LOCATED IN THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THE NORTH LINE OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, SAID POINT BEING 345.38 FEET EAST OF THE N1/4 CORNER OF SECTION 8 AND 320.00 FEET WEST OF THE NORTHEAST CORNER OF THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8; THENCE S 0°03'30" E DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE; THENCE S 90°00'00" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE, A DISTANCE OF 270.38 FEET TO A POINT, SAID POINT BEING 75.00 FEET EAST OF 20.00 FEET SOUTH OF THE N1/4 CORNER OF SECTION 8; THENCE S 44°58'15" W A DISTANCE OF 28.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD, SAID POINT BEING 55.00 FEET EAST AND 40.00 FEET SOUTH OF THE N1/4 CORNER OF SECTION 8; THENCE S 0°03'30" E ALONG THE EAST RIGHT-OF-WAY LINE OF FEDERAL BOULEVARD, A DISTANCE OF 289.80 FEET TO THE SOUTH LINE OF THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8; THENCE N 90°00'00" E ALONG THE SOUTH LINE OF THE N1/2, NW1/4, NW1/4, NE1/4, OF SECTION 8, A DISTANCE OF 141.89 FEET; THENCE N 0°31'25" W A DISTANCE OF 166.68 FEET; THENCE N 89°28'25" E DISTANCE OF 149.85 FEET; THENCE N 0°03'30" W A DISTANCE OF 141.76 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE, AND 20.00 FEET SOUTH OF THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO, AS DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 6, 1907 IN BOOK 33 AT PAGE 220.

AND EXCEPT THAT PORTION TAKEN IN RULE AND ORDER RECORDED OCTOBER 15, 1971 IN BOOK 1745 AT PAGE 484.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO DESCRIBED IN DEED RECORDED DECEMBER 11, 1984 IN BOOK 2945 AT PAGE 579.

AND FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 7, 2005 AT RECEPTION NO. 20051107001229480.

PARCEL D:
A PARCEL OF LAND LOCATED IN THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THE NORTH LINE OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, SAID POINT BEING 345.38 FEET EAST OF THE N1/4 CORNER OF SECTION 8, AND 320.00 FEET WEST OF THE NORTHEAST CORNER OF THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8; THENCE S 0°03'30" E DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE AND THE POINT OF BEGINNING; THENCE S 90°00'00" E A DISTANCE OF 30.00 FEET; THENCE S 0°03'30" W A DISTANCE OF 309.80 FEET TO A POINT ON THE SOUTH LINE OF THE N1/2, NW1/4, NW1/4, NE1/4, OF SECTION 8; THENCE S 90°00'00" W ALONG THE SOUTH LINE OF THE N1/2, NW1/4, NW1/4, NE1/4, OF SECTION 8, A DISTANCE OF 178.49 FEET; THENCE N 0°31'25" W A DISTANCE OF 166.68 FEET; THENCE N 89°28'25" E A DISTANCE OF 149.85 FEET; THENCE N 0°03'30" W A DISTANCE OF 141.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVE., AND THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 7, 2005 AT RECEPTION NO. 20051107001229480.

PARCEL E:
A PARCEL OF LAND BEING A PORTION OF THE EAST 290.00 FEET OF THE N1/2, NW1/4, NE1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE N1/2, NW1/4, NW1/4, NE1/4 OF SECTION 8, THENCE SOUTH ALONG THE EAST LINE OF THE N1/2, NW1/4, NW1/4, NE1/4 A DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE, WHICH IS THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE N1/2, NW1/4, NW1/4, NE1/4 A DISTANCE OF 309.80 FEET TO THE SOUTH LINE OF THE N1/2, NW1/4, NW1/4, NE1/4; THENCE WEST ALONG THE SOUTH LINE A DISTANCE OF 290.00 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE N1/2, NW1/4, NW1/4, NE1/4 A DISTANCE OF 309.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 64TH AVENUE, A DISTANCE OF 290.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 7, 2005 AT RECEPTION NO. 20051107001229480.

CONTAINS 322,192 SQUARE FEET OR 7.397 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF BERKLEY CENTER SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

_____
JESUS A. LUGO
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38081

CITY OF DENVER STANDARD NOTES:

1. STREET MAINTENANCE. IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, DRIVES AND ALLEYS, SHOWN ON THIS PLAT, WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE CITY UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE SAME IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENT AND SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF RECORDING THIS PLAT AND APPROVAL OF THE CITY HAS ISSUED TO THAT EFFECT.
2. DRAINAGE MAINTENANCE. THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. DRAINAGE IMPROVEMENTS ARE SUBJECT TO SECTION 16-17-13. POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPS, AS AMENDED.
3. VEHICULAR ACCESS CONTROL. VEHICULAR ACCESS TO PUBLIC STREETS IN THIS SUBDIVISION SHALL BE SOLELY BY WAY OF DRIVEWAYS SPECIFICALLY APPROVED BY THE CITY OF DENVER.
4. UNDERGROUND UTILITIES. ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES AND OTHER LIKE UTILITY SERVICES SHALL BE PLACED UNDERGROUND. TRANSFORMER, SWITCHING BOXES, TERMINAL BOXES, METER CABINETS, PEDESTALS, DUCTS AND OTHER FACILITIES NECESSARILY APPURTENANT TO SUCH UNDERGROUND UTILITIES MAY BE PLACED ABOVE GROUND.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO NORTH ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS, BEING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH BEARS NORTH 89°49'13" EAST BETWEEN THE FOUND MONUMENTS SHOWN AND DESCRIBED HEREON.
2. THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR ADAMS COUNTY COLORADO MAP NUMBER 08001C0592H, REVISED DATE MARCH 5, 2007.
3. 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.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORDS, ALTURA LAND CONSULTANTS, LLC RELIED UPON TITLE COMMITMENT NO. NCS-1180566-CO, WITH AN EFFECTIVE DATE OF JULY 17, 2023 AS PREPARED BY FIRST AMERICAN, TO DELINEATE THE AFORESAID INFORMATION.
5. THE LINEAL UNITS OF MEASURE SHOWN ON THIS PLAT ARE BASED UPON THE U.S. SURVEY FOOT.
6. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY ALTURA LAND CONSULTANTS, LLC ON JULY 14, 2023.

OWNERSHIP AND DEDICATION:

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF DENVER CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, WE, QUIKTRIP CORPORATION, BEING THE OWNER(S) OF THE LAND DESCRIBED ABOVE, HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY DENVER CITY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS, MORTGAGEES OR LIEN HOLDERS OF THE LAND DESCRIBED ABOVE, HAVE CAUSED THE LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF BERKLEY CENTER SUBDIVISION AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO DENVER CITY, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED IN COMPLIANCE WITH THE CITY OF DENVER SUBDIVISION REGULATIONS AND THE LANDOWNERS SHALL BEAR ALL EXPENSE INVOLVED IN PLANNING, DESIGN, AND CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT. DEDICATION SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL ACCEPTING THE PROPERTY DEDICATED BY THIS PLAT. EXCEPT AS OTHERWISE STATED ON THIS PLAT, THERE SHALL BE NO LIMITATION OR RESTRICTION UPON THE PURPOSE OR PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.

IN WITNESS WHEREOF; WE DO HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2023.

OWNER: QUIKTRIP CORPORATION

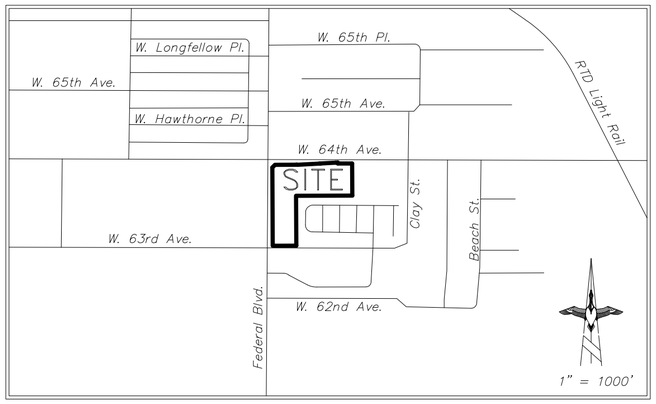
BY: _____ AS: DIRECTOR OF REAL ESTATE
JASON ACORD

CITY APPROVAL CERTIFICATE:

THIS IS TO HEREBY CERTIFY THAT ON ___ DAY OF _____, 2023, THE CITY OF DENVER, COLORADO, HAS APPROVED THIS FINAL PLAT FOR QUIKTRIP NO. 4270 IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF DENVER.
BY:

_____
DIRECTOR, PLANNING AND DEVELOPMENT

_____
DIRECTOR, PUBLIC WORKS



VICINITY MAP

LAND USE TABLE:

GROSS ACREAGE	7.397±
NUMBER OF LOTS	4

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	BOUNDARY DETAIL
SHEET 3	EASEMENT DETAIL

PURPOSE STATEMENT:

THE PURPOSE OF THIS PLAT IS TO REPLACE PARCELS A-E TO CREATE LOTS 1-4 OF THE BERKLEY CENTER SUBDIVISION

ACKNOWLEDGEMENT:

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY JASON ACORD AS DIRECTOR OF REAL ESTATE OF QUIKTRIP CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RECORDER'S CERTIFICATE:

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED OF RECORD AT MY OFFICE AT _____ O'CLOCK __.M., THIS _____ DAY OF _____, 2023.

RECEPTION NO. _____, FILE _____, MAP _____.

BY_____
CLERK AND RECORDER

ALTURA
LAND CONSULTANTS
6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

SUBMITTAL	12/12/23

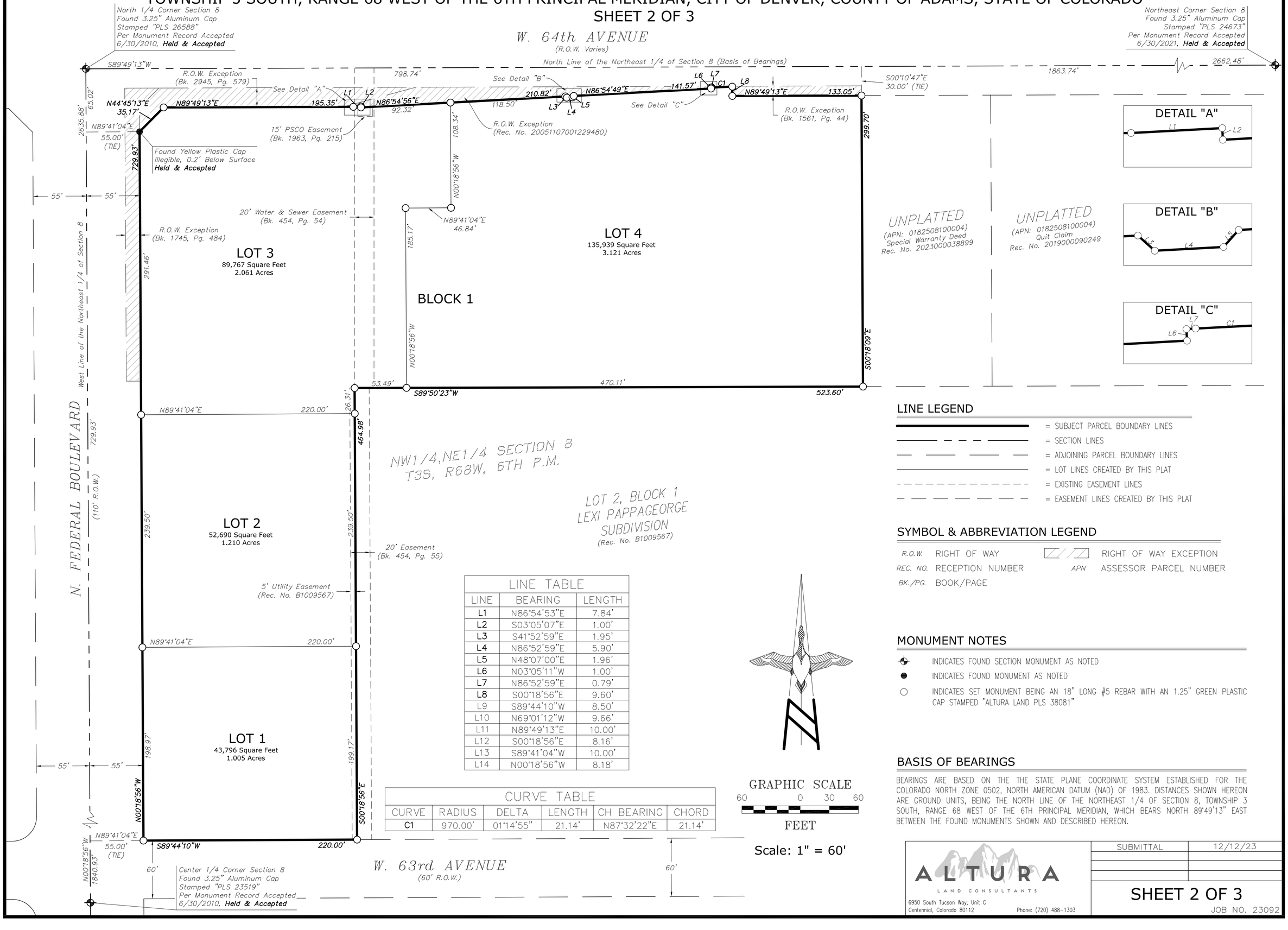
SHEET 1 OF 3

JOB NO. 23092

BERKLEY CENTER SUBDIVISION

A REPLAT OF LOT 1, BLOCK 1, ELLETT SUBDIVISION, LOT 1 BLOCK 1, LEXI PAPPAGEORGE SUBDIVISION & A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, LYING WITHIN THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°54'53"E	7.84'
L2	S03°05'07"E	1.00'
L3	S41°52'59"E	1.95'
L4	N86°52'59"E	5.90'
L5	N48°07'00"E	1.96'
L6	N03°05'11"W	1.00'
L7	N86°52'59"E	0.79'
L8	S00°18'56"E	9.60'
L9	S89°44'10"W	8.50'
L10	N69°01'12"W	9.66'
L11	N89°49'13"E	10.00'
L12	S00°18'56"E	8.16'
L13	S89°41'04"W	10.00'
L14	N00°18'56"W	8.18'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	970.00'	01°14'55"	21.14'	N87°32'22"E	21.14'

GRAPHIC SCALE

60 0 30 60

FEET

Scale: 1" = 60'

LINE LEGEND

- = SUBJECT PARCEL BOUNDARY LINES
- = SECTION LINES
- = ADJOINING PARCEL BOUNDARY LINES
- = LOT LINES CREATED BY THIS PLAT
- = EXISTING EASEMENT LINES
- = EASEMENT LINES CREATED BY THIS PLAT

SYMBOL & ABBREVIATION LEGEND

R.O.W.	RIGHT OF WAY		RIGHT OF WAY EXCEPTION
REC. NO.	RECEPTION NUMBER	APN	ASSESSOR PARCEL NUMBER
BK./PG.	BOOK/PAGE		

MONUMENT NOTES

- INDICATES FOUND SECTION MONUMENT AS NOTED
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING AN 18" LONG #5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO NORTH ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS, BEING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH BEARS NORTH 89°49'13" EAST BETWEEN THE FOUND MONUMENTS SHOWN AND DESCRIBED HEREON.

ALTURA
LAND CONSULTANTS
6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

SUBMITTAL	12/12/23

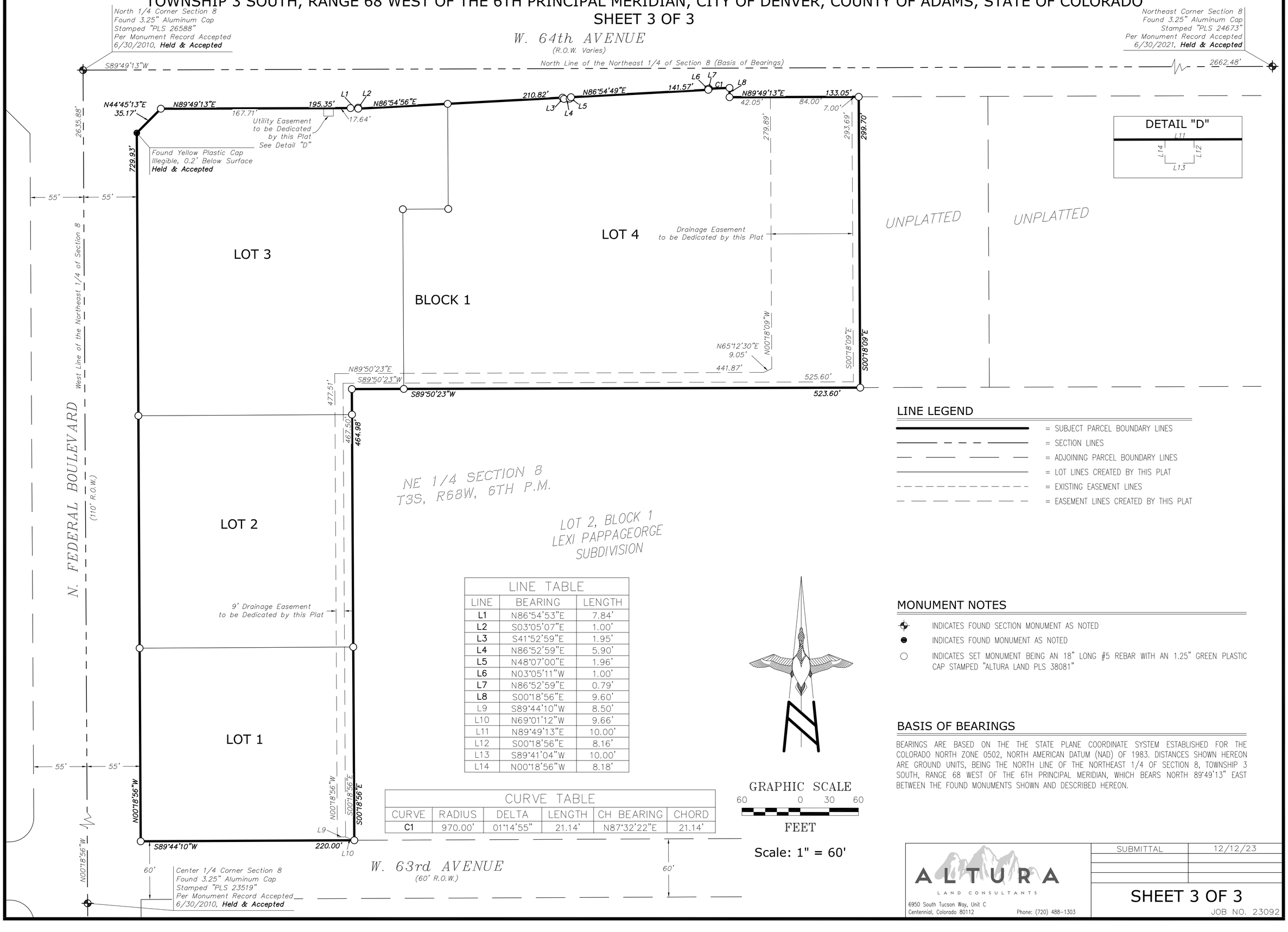
SHEET 2 OF 3

JOB NO. 23092

BERKLEY CENTER SUBDIVISION

A REPLAT OF LOT 1, BLOCK 1, ELLETT SUBDIVISION, LOT 1 BLOCK 1, LEXI PAPPAGEORGE SUBDIVISION & A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, LYING WITHIN THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3



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ALTURA
LAND CONSULTANTS
6950 South Tucson Way, Unit C
Centennial, Colorado 80112
Phone: (720) 488-1303

SUBMITTAL	12/12/23

SHEET 3 OF 3

JOB NO. 23092

When recorded return to:

QuikTrip Corporation
12000 Washington St., Suite 175
Thornton, CO 80241
Attn: Craig Romrell

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 11th day of OCTOBER, 2023, by ROCKY'S AUTOS INC., a Colorado corporation ("**Grantor**"), in favor of QUIKTRIP CORPORATION, an Oklahoma corporation ("**Grantee**"), whose street address is 12000 Washington St., Suite 175, Thornton, CO 80241.

WITNESS, that Grantor, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, the real property, together with the building, improvements and fixtures located thereon, located in the County of Adams and State of Colorado described in Exhibit A attached hereto and incorporated herein by this reference ("**Land**").

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 Grantor, either in law or equity, of, in, and to the Land, together with all hereditaments and appurtenances thereto, including, without limitation all right, title and interest of Grantor in and to (i) all strips and gores of land lying adjacent to the Land, (ii) all rights, easements and appurtenances belonging and appertaining to the Land, (iii) all oil, gas and mineral rights associated with the Land, (iv) all water rights, well rights, water stock certificates or shares, and (v) all roads, streets, alleys or public and private rights of way bounding the Land and all improvements on the Land, in their present condition (collectively with the Land, the "**Property**").

TO HAVE AND TO HOLD the Property, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH, OR UNDER Grantor, subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the Effective Date.

GRANTOR:

ROCKY'S AUTOS INC.,
a Colorado corporation

By: _____

Name: Darlene Rothrock

Title: President

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of October, 2023 by Darlene Rothrock, as President of Rocky's Autos Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 11-28-26

WILLIAM HENRY LEIGH III
Notary Public
State of Colorado
Notary ID # 20224044794
My Commission Expires 11-28-2026

_____
Notary Public

EXHIBIT A

The land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

Lot 1, Block 1, ELLETT SUBDIVISION, County of Adams, State of Colorado.

Except the North 10 feet thereof conveyed to the County of Adams described in Resolution and Deed recorded November 25, 1969 in Book 1561 at Page 44.

Parcel B:

Lot 1, Block 1, LEXI PAPPAGEORGE SUBDIVISION, County of Adams, State of Colorado.

Parcel C:

A parcel of land located in the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

Beginning at a point the North line of Section 8, Township 3 South, Range 68 West, said point being 345.38 feet East of the N1/4 corner of Section 8 and 320.00 feet West of the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; thence S 0°03'30" E distance of 20.00 feet to the South right-of-way line of 64th Avenue; thence S 90°00'00" W along the South right-of-way line of 64th Avenue, a distance of 270.38 feet to a point, said point being 75.00 feet East of 20.00 feet South of the N1/4 corner of Section 8; thence S 44°58'15" W a distance of 28.28 feet to a point on the East right-of-way line of Federal Boulevard, said point being 55.00 feet East and 40.00 feet South of the N1/4 corner of Section 8; thence S 0°03'30" E along the East right-of-way line of Federal Boulevard, a distance of 289.80 feet to the South line of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; thence N 90°00'00" E along the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8, a distance of 141.89 feet; thence N 0°31'25" W a distance of 166.68 feet; thence N 89°28'25" E distance of 149.85 feet; thence N 0°03'30" W a distance of 141.76 feet to a point on the South right-of-way line of 64th Avenue, and 20.00 feet South of the point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the Board of County Commissioners of the County of Adams, State of Colorado, as described in Warranty Deed recorded November 6, 1907 in Book 33 at Page 220.

And Except that portion taken in Rule and Order recorded October 15, 1971 in Book 1745 at Page 484.

Also excepting therefrom that portion conveyed to the State Department of Highways, Division of Highways, State of Colorado described in Deed recorded December 11, 1984 in Book 2945 at Page 579.

And further excepting therefrom that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

Parcel D:

A parcel of land located in the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

Beginning at a point the North line of Section 8, Township 3 South, Range 68 West, said point being 345.38 feet East of the N1/4 corner of Section 8, and 320.00 feet West of the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; Thence S 0°03'30" E distance of 20.00 feet to the South right-of-way line of 64th Avenue and the Point of Beginning; thence S 90°00'00" E a distance of 30.00 feet; thence S 0°03'30" W a distance of 309.80 feet to a point on the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8; thence S 90°00'00" W along the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8, a distance of 178.49 feet; thence N 0°31'25" W a distance of 166.68 feet; thence N 89°28'25" E a distance of 149.85 feet; thence N 0°03'30" W a distance of 141.76 feet to the South right-of-way line of 64th Ave., and the true point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

Parcel E:

A parcel of land being a portion of the East 290.00 feet of the N1/2, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

Beginning at the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, thence South along the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 20.00 feet to the South right-of-way line of 64th Avenue, which is the true Point of Beginning; thence continuing South along the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 309.80 feet to the South line of the N1/2, NW1/4, NW1/4, NE1/4; thence West along the South line a distance of 290.00 feet; thence North and parallel to the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 309.80 feet to the South right-of-way line of 64th Avenue; thence East along the South right-of-way line of 64th Avenue, a distance of 290.00 feet to the true point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

EXHIBIT B

The Following Matters Affect All Parcels:

Right of Way Easement as granted to Colorado Telephone Company to operate and maintain lines in instrument recorded September 28, 1905 in Book 15 at Page 387 (the exact location of said lines are not specified).

The Following Matters Affect Parcel A:

Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Ellett Subdivision, recorded November 17, 1969 at Reception No. 878049.

The Following Matters Affect Parcel B:

An easement for sewer line and incidental purposes granted to Baker Metropolitan Water & Sanitation District, as set forth in an instrument recorded December 1, 1952 in Book 454 at Page 55.

An easement for pipelines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 18, 1969 in Book 1502 at Page 349.

An easement for gas pipelines and related facilities and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded November 11, 1974 in Book 1963 at Page 215.

Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Lexi Pappageorge Subdivision, recorded July 2, 1991 at Reception No. B1009567.

The Following Matters Affect Parcel C and D:

An easement for sewer line and incidental purposes granted to Baker Metropolitan Water & Sanitation District, as set forth in an instrument recorded December 1, 1952 in Book 454 at Page 54.

ADAMS COUNTY FIRE RESCUE
FIRE PREVENTION BUREAU

7980 Elmwood Lane
Denver, CO 80221
P: (303) 539-6862
E: fireprevention@acfpd.org

Will Serve Letter
11/30/2023

Project:	Quik Trip Store #4270
Location:	6350 Federal Boulevard, Denver CO 80221
Description:	Gas station, Car Wash
Reviewer:	Whitney Even

To whom it may concern,

The property listed above is within the boundaries of Adams County Fire Protection District and will be covered by its services. Please be aware that, at a minimum, we will need to complete a site development plan review and construction reviews required by the fire code. The first submittal is generally the site development plan review and needs to include a full set of civil plans, an auto turn exhibit, and the results of a fire flow test. If you have any questions regarding this location, please call 303-539-6862 and we will be able to answer your questions.

Sincerely,

Whitney Even
Fire Marshal
Adams County Fire Protection District

November 17, 2023

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

Project Narrative
QuikTrip 4270 (6350 Federal Blvd, Denver, CO 80221

To Whom It May Concern,

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

GENERAL PROJECT INFORMATION

The Site is located at southeast corner of Federal Boulevard and West 64th Avenue in Adams County, Colorado. The Site totals approximately 7.40 acres. The Site is bounded by commercial development, and a trailer park to the southeast. The current site will be subdivided into four (4) lots with future development proposed on all four sites. The Site is zoned C-5 and based on the latest published zoning map for the County, automobile service stations are permitted under Adams County zoning standards for C-5 zoning. No rezoning is anticipated.

The proposed Convenience Store and Fuel Station will be open year-round, with an average of twenty-two (22) employees, up to four (4) per shift, for up to three (3) shifts per day.

SITE IMPROVEMENTS

The current site is made up of a single lot consisting of approximately 7.40 acres. The Minor Subdivision package will subdivide the Site into four (4) lots. The lot located on the southeast corner of Federal Boulevard and West 64th Avenue will be the location of the proposed QuikTrip fueling station. The QuikTrip site 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 other three (3) lots will be developed in preparation for future development.

Utility infrastructure is assumed to currently exists in the adjacent public right-of-way. The utility design for the Project will be through connection to existing water and sanitary sewer mains that currently service the site. Water and sanitary sewer service plans to support the project will be developed as part of the construction document set and per Adams County, Denver Water, and Crestview Water and Sanitation District standards. Applicable easements will be included as part of the Project.

Electric, gas, cable, and telephone services are anticipated to be included as part of this Project and will meet service load requirements of the Project. The appropriate utility service providers will be contacted for design and necessary service extensions, facilities, and easements for the new building.

Storm runoff developed on-site will be collected in roof and storm drain systems with outfall to a proposed water quality and detention pond serving the QuikTrip site and future development. The pond has been designed to meet Adams County standards.

Landscaping and irrigation will be proposed along the property boundary and throughout the Project meeting the Adams County minimum requirements.

Signage for the Project will be provided per the County Code. Allowable signage for the Site will be coordinated with the County.

PROJECT PROCESSES

The Project will be processed through Adams County for entitlement, construction document, and building permit reviews. We understand that this Project will undergo a Minor Subdivision process through Adams County. In addition, Building Permit drawings will be submitted and processed in support of the Project.

PROJECT CONTACTS

Property Owner/Developer
QuikTrip Corporation
Brittany Sikorski
Real Estate Project Manager
12000 Washington St, Ste 175, Thornton, CO 80241
c: 918.951.4174 | e: Bsikorsk@quiktrip.com

Project Engineer
Kimley-Horn & Associates
James Waller, PE
Project Manager
3801 Automation Way, Suite 210, Fort Collins, CO 80525
Direct: 303.228.2300

We hope this Project Narrative assists in your review of the Minor Subdivision Package. We are excited to work with the County on this project and look forward to delivering a project that the County and this project team are proud of and will be a highlight for Adams County and all involved.

If you have any questions or comments during your review, please do not hesitate to contact me.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

James Waller, P.E.

Public Neighborhood Meeting Summary

Meeting Information:

Project Name:	QuikTrip Store #4270
Location:	Josephine Hodgkins Leadership Academy Cafeteria 3475 West 67th Avenue, Denver, CO 80221
Date:	September 20, Wednesday 2023
Time:	6:00 p.m. – 8:00 p.m.
Number of Attendees:	Public Attendee: 1; Project Team Attendees: 5

Notification Efforts:

- Flyer

Presentation Topics (see attached presentation):

- QuikTrip History, Facts, Store Security, and Building Offerings. Project Location, Site Plan, Landscape Plan, Site Renderings, Project Overview
- Public Q&A:
    - Next Steps

Media Coverage:

N/A

Area Representation:

Project Engineers
Applicant
One (1) Neighboring Business Owner

Project Team Attendees:

Team:

- James Waller, PE (Kimley-Horn)
- Aidan Arroyo, EIT (Kimley-Horn)
- Brittany Sikorski (QuikTrip)
- Jessica Glavas (QuikTrip)
- Craig Romrell (QuikTrip)

Public Attendees:

Public Attendees:

- Yonatan Sebhat (720-215-6094)

Summary of Comments:

The overall meeting agenda was to welcome and introduce the Project team. A client and project overview was scheduled to be given about QuikTrip and the layout and site plan of the convenience store and fueling stations. The neighboring business owner and the Applicant team discussed the project timeline and the neighboring use matching QuikTrip's proposed use.

November 17, 2023

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

School Impact Analysis
QuikTrip 4270 (6350 Federal Blvd, Denver, CO 80221

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the School Impact Analysis associated with the Minor Subdivision Package for the above-referenced project on behalf of QuikTrip (the "Site Developer").

The analysis below uses the Adams County school land dedication requirement found in Section 5-05 of the Adams County Land Use Code. A specific excerpt to part of the code is included below that guides the School Impact Analysis letter.

Section 5-05-04-02 states that "Commercial and industrial subdivision lots shall be exempt from the school land dedication requirement."

The existing and proposed zoning of the property is Commercial in nature; therefore, no school land dedication requirement is necessary.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

James Waller, P.E.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 1380 17th Street, Denver, CO 80202
Issuing Office's ALTA® Registry ID: 1105402
Issuing Office File Number: NCS-1180566-CO
Property Address: 6350 Federal Boulevard, Denver, CO 80221

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707
Policy Number: 1180566 Premium: $16,906.00
Amount of Insurance: $10,500,000.00
Date of Policy: October 12, 2023 at 10:27 A.M.

1. The Insured is:

   QuikTrip Corporation, an Oklahoma corporation

2. The estate or interest in the Land insured by this policy is:

   Fee Simple

3. The Title is vested in:

   QuikTrip Corporation, an Oklahoma corporation

4. The Land is described as follows:

   Parcel A:

   Lot 1, Block 1, ELLETT SUBDIVISION, County of Adams, State of Colorado.

   Except the North 10 feet thereof conveyed to the County of Adams described in Resolution and Deed recorded November 25, 1969 in Book 1561 at Page 44.

   Parcel B:

   Lot 1, Block 1, LEXI PAPPAGEORGE SUBDIVISION, County of Adams, State of Colorado.

   Parcel C:

   A parcel of land located in the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

   Beginning at a point the North line of Section 8, Township 3 South, Range 68 West, said point being

345.38 feet East of the N1/4 corner of Section 8 and 320.00 feet West of the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; thence S 0°03'30" E distance of 20.00 feet to the South right-of-way line of 64th Avenue; thence S 90°00'00" W along the South right-of-way line of 64th Avenue, a distance of 270.38 feet to a point, said point being 75.00 feet East of 20.00 feet South of the N1/4 corner of Section 8; thence S 44°58'15" W a distance of 28.28 feet to a point on the East right-of-way line of Federal Boulevard, said point being 55.00 feet East and 40.00 feet South of the N1/4 corner of Section 8; thence S 0°03'30" E along the East right-of-way line of Federal Boulevard, a distance of 289.80 feet to the South line of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; thence N 90°00'00" E along the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8, a distance of 141.89 feet; thence N 0°31'25" W a distance of 166.68 feet; thence N 89°28'25" E distance of 149.85 feet; thence N 0°03'30" W a distance of 141.76 feet to a point on the South right-of-way line of 64th Avenue, and 20.00 feet South of the point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the Board of County Commissioners of the County of Adams, State of Colorado, as described in Warranty Deed recorded November 6, 1907 in Book 33 at Page 220.

And Except that portion taken in Rule and Order recorded October 15, 1971 in Book 1745 at Page 484.

Also excepting therefrom that portion conveyed to the State Department of Highways, Division of Highways, State of Colorado described in Deed recorded December 11, 1984 in Book 2945 at Page 579.

And further excepting therefrom that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

Parcel D:

A parcel of land located in the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

Beginning at a point the North line of Section 8, Township 3 South, Range 68 West, said point being 345.38 feet East of the N1/4 corner of Section 8, and 320.00 feet West of the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8; Thence S 0°03'30" E distance of 20.00 feet to the South right-of-way line of 64th Avenue and the Point of Beginning; thence S 90°00'00" E a distance of 30.00 feet; thence S 0°03'30" W a distance of 309.80 feet to a point on the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8; thence S 90°00'00" W along the South line of the N1/2, NW1/4, NW1/4, NE1/4, of Section 8, a distance of 178.49 feet; thence N 0°31'25" W a distance of 166.68 feet; thence N 89°28'25" E a distance of 149.85 feet; thence N 0°03'30" W a distance of 141.76 feet to the South right-of-way line of 64th Ave., and the true point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

Parcel E:

A parcel of land being a portion of the East 290.00 feet of the N1/2, NW1/4, NE1/4 of Section 8, Township 3 South, Range 68 West, of the 6th P.M., more particularly described as follows:

Beginning at the Northeast corner of the N1/2, NW1/4, NW1/4, NE1/4 of Section 8, thence South along the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 20.00 feet to the South right-of-way line of 64th Avenue, which is the true Point of Beginning; thence continuing South along the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 309.80 feet to the South line of the N1/2, NW1/4, NW1/4, NE1/4; thence West along the South line a distance of 290.00 feet; thence North and parallel to the East line of the N1/2, NW1/4, NW1/4, NE1/4 a distance of 309.80 feet to the South right-of-way line of 64th Avenue; thence East along the South right-of-way line of 64th Avenue, a distance of 290.00 feet to the true point of beginning, County of Adams, State of Colorado.

Except that portion conveyed to the County of Adams, State of Colorado described in Warranty Deed recorded November 7, 2005 at Reception No. 20051107001229480.

File No. NCS-1180566-CO

SCHEDULE B

Policy Number: 1180566

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.

3. This item has been intentionally deleted.

4. Any lien or right to a lien for services, labor, material or equipment arising out of or in connection with work performed by or on behalf of the Insured, its general contractor, subcontractors or suppliers or any other contractor, subcontractor or supplier retained in connection with such work, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

5. This item has been intentionally deleted.

6. Taxes and assesments for the year 2023 and following years are not yet due and payable.

7. Any water rights, claims of title to water, in, on or under the Land.

8. This item has been intentionally deleted.

The Following Matters Affect All Parcels:

9. This item has been intentionally deleted.

10. Right of Way Easement as granted to Colorado Telephone Company to operate and maintain lines in instrument recorded September 28, 1905 in Book 15 at Page 387 (the exact location of said lines are not specified).

The Following Matters Affect Parcel A:

11. This item has been intentionally deleted.

12. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Ellett Subdivision, recorded November 17, 1969 at Reception No. 878049.

13. This item has been intentionally deleted.

The Following Matters Affect Parcel B:

14. This item has been intentionally deleted.

15. This item has been intentionally deleted.

16. This item has been intentionally deleted.

17. This item has been intentionally deleted.

18. This item has been intentionally deleted.

19. An easement for sewer line and incidental purposes granted to Baker Metropolitan Water & Sanitation District, as set forth in an instrument recorded December 1, 1952 in Book 454 at Page 55.

20. This item has been intentionally deleted.

21. An easement for pipelines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 18, 1969 in Book 1502 at Page 349.

22. An easement for gas pipelines and related facilities and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded November 11, 1974 in Book 1963 at Page 215.

23. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Lexi Pappageorge Subdivision, recorded July 2, 1991 at Reception No. B1009567.

24. This item has been intentionally deleted.

The Following Matters Affect Parcel C and D:

25. An easement for sewer line and incidental purposes granted to Baker Metropolitan Water & Sanitation District, as set forth in an instrument recorded December 1, 1952 in Book 454 at Page 54.

First American

COVENANTS, CONDITIONS AND RESTRICTIONS–
LAND UNDER DEVELOPMENT - OWNER'S POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566

File No.: NCS-1180566-CO

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. "Future Improvement" means a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   c. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by Kimley Horn, designated as Project #096888037 consisting of 1 sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
   b. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

ACCESS AND ENTRY
ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566

File No.: NCS-1180566-CO

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from 64th Ave. and N. Federal Blvd (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

CONTIGUITY - MULTIPLE PARCELS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566

File No.: NCS-1180566-CO

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the western boundary line of Parcel A of the Land to be contiguous to the eastern boundary line of Parcel E of the Land; the failure of the western boundary line of Parcel E of the Land to be contiguous to the eastern boundary line of Parcel D of the Land; the failure of the western boundary line of Parcel E of the Land to be contiguous to the eastern boundary line of Parcel D of the Land; the failure of the northern boundary line of Parcel B of the Land to be contiguous to the partial southern boundary line of Parcel C and partial southern boundary line of Parcel D of the Land; the failure of Parcel C of the Land to be contiguous to Parcel D of the Land along their common boundary lines;

   ; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566

File No.: NCS-1180566-CO

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Jesus A. Lugo, License No: 38081 dated July 12, 2023, last revised October 11, 2023, and designated Job No. 23092.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

ENCROACHMENTS - BOUNDARIES AND EASEMENTS -
LAND UNDER DEVELOPMENT ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566 File No.: NCS-1180566-CO

1. The insurance provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
   (a) "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.
   (b) "Future Improvement" means any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:
      (i) a building;
      (ii) a structure; or
      (iii) a paved area, including any road, walkway, parking area, driveway, or curb.
   (c) "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by Kimley Horn, designated as Project #096888037 consisting of 1 sheets.
3. The Company insures against loss or damage sustained by the Insured by reason of:
   (a) An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;
   (b) An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;
   (c) Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or
   (d) Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3(c) and 3(d) of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B:
   (The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3(c) or Section 3(d). The Company may insert "None" if it does not intend to limit the coverage.)

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

First American

WATER - LAND UNDER DEVELOPMENT ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 1180566

File No.: NCS-1180566-CO

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:

   a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by Kimley Horn, designated as Project #096888037 consisting of 1 sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:

   a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
   b. negligence by a person or an Entity exercising a right to extract or develop water; or
   c. the exercise of the rights described in .*
      *Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: October 12, 2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
- a. a defect in the Title caused by:
  - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
  - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
  - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - vii. a defective judicial or administrative proceeding; or
  - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.

b. any governmental forfeiture, police, regulatory, or national security power.

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or

e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:
   i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
   ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "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.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
      (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
      (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
      (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
         (1). an Affiliate;
         (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
         (3). a spouse who receives the Title because of a dissolution of marriage;
         (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
         (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy 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 insured by this policy.

k. "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.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy 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.

n. "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.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only

in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

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

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is $2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than $2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

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

SUBDIVISION-MINOR / FINAL

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

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- [x] 1. Development Application Form (pg. 5)
- [x] 2. Application Fees (pg. 2)
- [x] 3. Written Explanation of the Project
- [x] 4. Site Plan Showing Proposed Development
- [x] 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
- [ ] 6. Subdivision Improvement Agreement (SIA) Application to be provided with future submittal
- [x] 7. School Impact Analysis (contact applicable District)
- [x] 8. Fire Protection Report (contact applicable District)
- [x] 9. Proof of Ownership
- [x] 10. Proof of Water and Sewer Services
- [x] 11. Proof of Utilities
- [x] 12. Legal Description
- [x] 13. Certificate of Taxes Paid
- [ ] 14. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12) to be provided with future submittal
- [ ] 15. Certificate of Surface Development (pg. 13) to be provided with future submittal
- [x] 16. Subdivision Engineering Review application (***2 hard copies***)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

QuikTrip Corporation

is an entity formed or registered under the law of Oklahoma , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191339983 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/22/2023 that have been posted, and by documents delivered to this office electronically through 11/27/2023 @ 18:26:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/27/2023 @ 18:26:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15519164 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ADAMS COUNTY
COLORADO

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

WAIVER FROM SUBDIVISION DESIGN STANDARDS

The purpose of this application is to request a waiver from subdivision design and improvement standards (found within Chapter 5 of the Development Standards & Regulations). A waiver is required to obtain a release from the requirements of subdivision design by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations. **This application typically accompanies an ongoing subdivision application.**

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

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

- ☑ Development Application Form
- ☑ An active application for subdivision plat
- ☑ Written Explanation of Alternative Design: A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site.
- ☑ Site Plan or Details Showing Proposed Design

Fees Due When Application Deemed Complete	
Waiver from Subdivision Design	$500

Accela Case Type: PLT - Waiver

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

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

Application Type: Waiver from Subdivision Design Standards

PROJECT NAME: Berkley Center Subdivision, Lot 4

APPLICANT

Name(s):	Brittany Sikorski	Phone #:	(918) 951-4174
Address:	12000 Washington St, Ste 175		
City, State, Zip:	Thornton, CO 80241		
2nd Phone #:		Email:	Bsikorsk@quiktrip.com

OWNER

Name(s):	QuikTrip Corporation	Phone #:	(918)951-4174
Address:	12000 Washington St, Ste 175		
City, State, Zip:	Thornton, CO 80241		
2nd Phone #:		Email:	Bsikorsk@quiktrip.com

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

Name:	James Waller	Phone #:	(970)986-4938
Address:	3325 South Timberline Road, Suite 130		
City, State, Zip:	Fort Collins, CO 80525		
2nd Phone #:		Email:	James.waller@kimley-horn.com

Accela Case Type: PLT - Waiver

DESCRIPTION OF SITE

Address:	Federal Blvd. & W. 64th Ave
City, State, Zip:	Denver, CO 80221
Area (acres or square feet):	2.377 acres
Tax Assessor Parcel Number	182508101002
Existing Zoning:	I-1
Existing Land Use:	Vacant
Proposed Land Use:	Future Development

Have you attended a Conceptual Review? YES [X] NO [ ]

If Yes, please list PRE#: 2023-00049

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: Brittany Sikorski Date: 12/15/2025

Owner's Printed Name

Name: Sikorski, Brittany N Digitally signed by Sikorski, Brittany N DN: E=bsikorsk@quiktrip.com, CN="Sikorski, Brittany N", OU=Corp, OU=User Accounts, DC=QT, DC=quiktrip, DC=com Date: 2025.12.22 12:42:04-07'00'

Owner's Signature

Accela Case Type: PLT - Waiver

Kimley»Horn

BERKLEY CENTER SUBDIVISION LOT 4 NARRATIVE

Berkley Center Subdivision

Adams County PLT Case No. 2023-00056

December 15, 2025

Lot 4 is a parcel of land measuring 2.377 acres and is zoned as I-1. Due to adjustments in Tract A, the property lines for I-1 zoning are being realigned to match Tract A's property line. Additionally, within I-1 zoning, we are adjusting the property line between C-5 and I-1 to align with the center of the access drive between Lots 3 and 4. These adjustments are being made to maximize the lot size and developable area for Lot 4, ensuring that Lot 4 receives the maximum amount of space for development. The primary objective behind these property line adjustments is to enhance the overall development potential of Lot 4, providing an optimal layout for future developments.

ADAMS COUNTY
COLORADO

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

WAIVER FROM SUBDIVISION DESIGN STANDARDS

The purpose of this application is to request a waiver from subdivision design and improvement standards (found within Chapter 5 of the Development Standards & Regulations). A waiver is required to obtain a release from the requirements of subdivision design by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations. **This application typically accompanies an ongoing subdivision application.**

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

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

- ☑ Development Application Form
- ☑ An active application for subdivision plat
- ☑ Written Explanation of Alternative Design: A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site.
- ☑ Site Plan or Details Showing Proposed Design

Fees Due When Application Deemed Complete	
Waiver from Subdivision Design	$500

Accela Case Type: PLT - Waiver

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

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

Application Type: Waiver from Subdivision Design Standards

PROJECT NAME: Berkley Center Subdivision, Tract A

APPLICANT

Name(s):	Brittany Sikorski	Phone #:	(918) 951-4174
Address:	12000 Washington St, Ste 175		
City, State, Zip:	Thornton CO 80241		
2nd Phone #:		Email:	Bsikorsk@quiktrip.com

OWNER

Name(s):	QuikTrip Corporation	Phone #:	(918)951-4174
Address:	12000 Washington St, Ste 175		
City, State, Zip:	Thornton CO 80241		
2nd Phone #:		Email:	Bsikorsk@quiktrip.com

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

Name:	James Waller	Phone #:	(970)986-4938
Address:	3325 South Timberline Road, Suite 130		
City, State, Zip:	Fort Collins, CO 80525		
2nd Phone #:		Email:	James.waller@kimley-horn.com

Accela Case Type: PLT - Waiver

DESCRIPTION OF SITE

Address:	Federal Blvd. & W. 64th Ave
City, State, Zip:	Denver, CO 80221
Area (acres or square feet):	.918 acres
Tax Assessor Parcel Number	182508101002
Existing Zoning:	I-2
Existing Land Use:	Vacant Land
Proposed Land Use:	Water Quality and Detention

Have you attended a Conceptual Review? YES [X] NO [ ]

If Yes, please list PRE#: 2023-00049

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Name: Brittany Sikorski Date: 12/15/2025

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Owner's Signature

Accela Case Type: PLT - Waiver

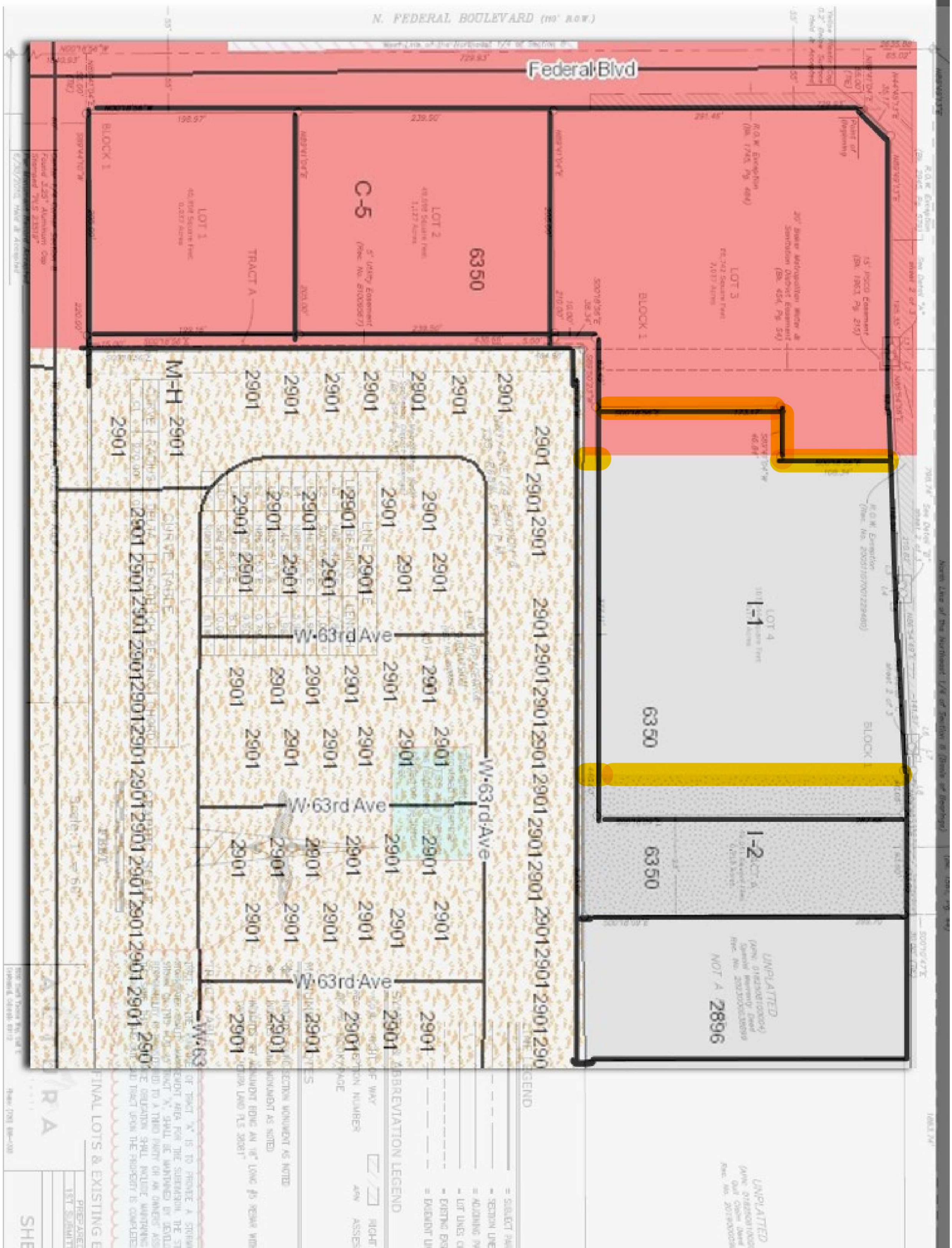
BERKLEY CENTER SUBDIVISION TRACT A NARRATIVE

Berkley Center Subdivision

Adams County PLT Case No. 2023-00056

December 15, 2025

Tract A is a 0.918-acre parcel of land, which does not meet the required 2-acre minimum size. It is zoned as I-2 and is designated solely for drainage facilities within the overall development. There are no plans for any development on Tract A beyond its current drainage function. The smaller size of Tract A is due to its exclusive use for drainage, with no proposed development. Property line adjustments for Tract A have been made to optimize the lot size of Lot 4, enhancing its potential for development.


N. FEDERAL BOULEVARD (110' R.O.W.)
Federal Blvd
C-5
6350
M-H
2901
I-1
I-2
2896
W 63rd Ave
LOT 1
LOT 2
LOT 3
LOT 4
BLOCK 1
TRACT A
UNPLATTED