

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: 00502284-201-T21-NB

1. **Effective Date:** December 15, 2023 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

Fee Simple

3. Title to the estate or interest in the land is at the Effective Date [vested in:](#)

QuikTrip Corporation, an Oklahoma corporation

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

See Attached Legal Description

(for informational purposes only) 21361 & 21561 East Colfax Avenue, Aurora, CO

Attached Legal Description

Parcel A:

A parcel in the SE ¼ of Section 35, Township 3 South, Range 66 West of the 6th P.M., County of Adams, State of Colorado, described as follows:

Commencing at the SE corner of said Section 35;

Thence N 0 Degrees 28'30" E and along the East line of said Section 35, a distance of 222.13 feet;
Thence S 75 Degrees 20'00" W, a distance of 31.36 feet to the Point of Beginning, said point lying on the West R.O.W. line of a County road and the North R.O.W. line of Colfax Avenue;
Thence S 75 Degrees 20'00" W and along said North R.O.W. line, a distance of 105.40 feet to a point of curve;
Thence along a curve to the right and continuing along said North R.O.W. line, said curve having a central angle of 13 Degrees 08'00", a radius of 947.13 feet, and arc length of 217.10 feet to a point of tangent;
Thence S 88 Degrees 28'00" W and continuing along said North R.O.W. line, a distance of 288.10 feet;
Thence S 74 Degrees 06'00" W and continuing along said North R.O.W. line, a distance of 84.30 feet;
Thence S 89 Degrees 56'00" W and continuing along said North R.O.W. line, a distance of 323.90 feet;
Thence N 37 Degrees 36'38" E, a distance of 874.36 feet to a point lying on the Southwesterly R.O.W. line of Interstate 70;
Thence S 52 Degrees 19'57" E and along said Southwesterly R.O.W. line, a distance of 603.53 feet to a point lying on the West R.O.W. line of said County road;
Thence S 0 Degrees 28'30" W and along the West R.O.W. line of said County road, a distance of 235.47 feet to the Point of Beginning;

Also known as Keil Subdivision.

EXCEPT that portion of Parcel A conveyed to E-470 Public Highway Authority, a political subdivision of the State of Colorado, in Special Warranty Deed recorded September 24, 1997 in [Book 5111 Page 151](#), Adams County records.

FURTHER EXCEPTING THEREFROM those portions as shown in Rule and Order recorded January 28, 2022 at [Reception No. 20220000008813](#), Adams, County records.

For Informational Purposes Only

Tax ID No.: 0182135001001

Parcel B:

A parcel of land in the SE ¼ of Section 35, Township 3 South, Range 66 West of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Commencing at the SE corner of said Section 35, T. 3 S., R. 66 W., of the 6th P.M.;

Thence S 89 Degrees 56'00" W along the South line of said Section 35, a distance of 1038.95 feet;
Thence N 00 Degrees 28'30" E, a distance of 127.00 feet to the Point of Beginning, said Point of Beginning also lying on the North R.O.W. line of U.S. Highway No. 40;
Thence N 37 Degrees 36'38" E, a distance of 874.36 feet to a point on the Southwesterly R.O.W. line of Interstate 70;
Thence N 52 Degrees 19'57" W along said Southwesterly R.O.W. line, a distance of 958.38 feet;
Thence S 00 Degrees 28'44" W, a distance of 1278.61 feet to a point on the North R.O.W. line of said State Highway No. 40;
Thence N 89 Degrees 56'00" E along said North R.O.W. line, a distance of 235.70 feet to the Point of Beginning.

EXCEPT a 70 foot street R.O.W. to the City of Aurora, Colorado, recorded in [Book 1990 at Page 479](#).

FURTHER EXCEPTING THEREFROM those portions as shown in Rule and Order recorded January 28, 2022 at [Reception No. 2022000008813](#), Adams, County records.

For Informational Purposes Only

Tax ID No.: 0182135000034

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Terms, conditions, provisions, agreements and obligations contained in the Instrument as set forth below:

Recording Date: April 6, 1954
Recording No.: [Book 493 Page 491](#)

And

Recording Date: December 9, 1955
Recording No.: [Book 584 Page 187](#)

9. Any taxes or assessments by reason of the inclusion of the Land in the Aurora Hospital District:

Recording Date: June 23, 1962
Recording No.: [Book 1351 Page 259](#), Arapahoe County records

10. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Keil Subdivision:

Recording Date: May 3, 1966
Recording No.: [Reception No. 785294](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Quitclaim Deed as set forth below:

Recording Date: April 14, 1971
Recording No.: [Book 1684 Page 281](#)

Release and Quitclaim Deed:

Recording Date: November 23, 1998
Recording No.: [Book 5547 Page 272](#)

Deed:

Recording Date: February 6, 2020
Recording No.: [Reception No. 2020000011990](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: February 1, 1974
Recording No.: [Book 1911 Page 671](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 74-2 as set forth below:

Recording Date: February 25, 1974
Recording No.: [Book 1915 Page 237](#)

Annexation Plat:

Recording Date: February 25, 1974
Recording No.: [Reception No. A032055](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: January 2, 1975
Recording No.: [Book 1971 Page 555](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 74-215 as set forth below:

Recording Date: March 10, 1975
Recording No.: [Book 1981 Page 639](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Petition for Annexation as set forth below:

Recording Date: March 10, 1975
Recording No.: [Book 1981 Page 642](#)

Annexation Map:

Recording Date: March 10, 1975
Recording No.: [Reception No. A073231](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Resolution of the Board of Directors of the E-470 Public Highway Authority as set forth below:

Recording Date: December 19, 1995
Recording No.: [Book 4646 Page 971](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Access Deed as set forth below:

Recording Date: September 24, 1997
Recording No.: [Book 5111 Page 156](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: May 20, 2002
Recording No.: [Reception No. C0971437](#)

NOTE: Relinquishment and Quitclaim, as to surface use, recorded March 3, 2022 at [Reception No. 2022000019942](#)

20. Reservations contained in the Patent:

From: The United States of America
To: Union Pacific Railway Company
Recording Date: March 19, 2014
Recording No.: Reception No. D4022050, Arapahoe County records

Which among other things recites as follows:

“All Mineral Lands” herein reserved.

NOTE: Relinquishment and Quitclaim, as to surface use, recorded March 3, 2022 at [Reception No. 2022000019942](#).

21. Terms, conditions, provisions, agreements and obligations contained in the Order Granting Immediate Possession as to each and every right or rights of access to Interstate I70 as set forth below:

Recording Date: January 28, 2022
Recording No. [Reception No. 20220000008813](#)

END OF EXCEPTIONS

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

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

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

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

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