

**When recorded return to:**

QuikTrip Corporation  
12000 North Washington Street, Suite 175  
Thornton, Colorado 80241  
Attention: Craig Romrell

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 10<sup>th</sup> day of March, 2022, between **120 HOLDINGS LLC**, a Colorado limited liability company, whose street address is 12460 1<sup>st</sup> Street, P.O. Box 247, Eastlake, Colorado 80614 ("**Grantor**"), and **QUIKTRIP CORPORATION**, an Oklahoma corporation, whose street address is 12000 North Washington Street, Suite 175, Thornton, Colorado 80241 ("**Grantee**");

**WITNESSETH**, That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), together with any improvements thereon and further including, but not limited to, all interest of Grantor, if any, in: (i) all strips and gores of land lying adjacent to the Property, (ii) all rights, easements and appurtenances belonging and appertaining thereto, (iii) all right, title and interest in and to oil, gas and mineral rights associated with the Property, if any, (iv) all water rights and well rights, and (v) all roads, streets, alleys or public and private rights-of-way, bounding the Property, including any improvements thereon;

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, 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 above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the title to above-bargained premises and 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, except those matters expressly set forth on **Exhibit B** attached hereto and incorporated herein.

Recording Requested By:  
RNTG-NCS Colorado

ND035658

[signature pages to follow]

D.F. \$590.00



**EXHIBIT A**

**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.

**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. 20220000008813, Adams, County records.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2022 and subsequent years, a lien not yet due or payable.
2. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
3. 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
4. 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
5. 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
6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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.

15. 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.

16. 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 170 as set forth below:

Recording Date: January 28, 2022  
Recording No. Reception No. 20220000008813

17. The following matters as disclosed by the ALTA/NSPS Survey as prepared by Jesus A. Lugo PLS 38081, dated February 9, 2022:

- a. Asphalt or concrete extending off subject property on to Right-of-way and no apparent right of access associated with said location of apparent drive along Northerly line.
- b. Apparent concrete slab laying on and off property with no indication of use or purpose.

18. That certain unrecorded Ground Lease dated effective as of February 10, 2022, by and between The Denver Group, Limited Partnership, a Colorado limited partnership, as landlord, and Frontier Feed & Farm Supply, LLC, a Colorado limited liability company, as tenant.