

**INCLUSION AGREEMENT
(QuikTrip)**

THIS INCLUSION AGREEMENT (“Agreement”) is made and entered into this Agreement, by and between QuikTrip Corporation (“Owner”) and the Commerce City E-470 Commercial Area General Improvement District, a body corporate (“ECAGID”).

WITNESSETH:

WHEREAS, pursuant to the November 4, 2013, Agreement for Inclusion into the Commerce City E-470 Residential Area General Improvement District and the Commerce City E-470 Commercial Area General Improvement District (the “2013 Inclusion Agreement”), the Commerce City E-470 Commercial Area General Improvement District (“ECAGID”), the Commerce City E-470 Residential Area General Improvement District (“ERAGID”) and the City of Commerce City, Colorado (“City”) agreed that all property owners within the “Future Development Area” of the ERAGID or the ECAGID will be required to include their property, if and when zoned for commercial development within the ECAGID or residential development within the ERAGID, prior to the initiation of development on their respective properties and that inclusion agreements would be executed to incorporate certain provisions of the 2013 Inclusion Agreement;

WHEREAS, the Owner is the owner of the property that is commonly known as QuikTrip, as described in Exhibit A (“Property”), in the ECAGID’s Future Growth Area and has filed a petition to include the Property into the ECAGID in land use case ECAGID-015-24 in conjunction with its application for a Planned Unit Development in Z-962-20-23 (“Land Use Approval”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Inclusion. Before the effective date of the Land Use Approval the Owner must include the Property in the ECAGID and pay the joinder fees and taxes associated with joining the ECAGID, including inclusion fees in an amount equal to the property taxes that would have otherwise been imposed on the Property if it had been included in the original petition for the ECAGID.

B. Owners Committee. Pursuant to the 2013 Inclusion Agreement, the ERAGID and the ECAGID have established or will establish a committee constituted of representatives as follows (“Owners Committee”) for the purpose of providing recommendations to the ERAGID with regard to prioritizing projects, other ERAGID First Priority Improvements, as defined in the November 4, 2013 Inclusion Agreement, and the funding of projects:

1. One representative of the ERAGID Petitioner, as defined in the 2013 Inclusion Agreement, shall serve on the Owners Committee from the date of the Inclusion Agreement until December 31, 2014, and thereafter, so long as the ERAGID Petitioner owns 50 acres or more of property in aggregate within the ERAGID and the ECAGID.

2. One representative of the ECAGID Petitioner, as defined in the 2013 Inclusion Agreement, shall serve on the Owners Committee from the date of the Inclusion Agreement until December 31, 2014, and thereafter, so long as the ECAGID Petitioner owns 50 acres or more of property in aggregate within the ERAGID and the ECAGID.

3. One representative of any other owner of property equal to or greater than 100 acres in aggregate of property that is zoned for residential development within the ERAGID and/or zoned for commercial development within the ECAGID.

C. Combined Mill Levy Target. In accordance with the 2013 Inclusion Agreement, the Owner agrees that the target mill levy for repayment of administration, operation and maintenance costs (the "Operating Mill Levy"), together with the mill levy imposed for debt service (the "Debt Mill Levy") is not planned to exceed 30 mills for residential property and 27 mills for commercial property (the "Combined Mill Levy Target") and that a Metro District Advance, Developer Advance or a City Advance, as defined in the 2013 Inclusion Agreement, may be reimbursed or a project forward funded by the issuance of debt to be repaid from an unlimited general obligation pledge if the debt is: (i) issued through a public offering or an institutional private placement; and (ii) with an independent feasibility analysis (e.g., bond counsel, City's outside advisor) demonstrating the ability of the ERAGID and/or the ECAGID to fund its operations from an Operating Mill Levy, together with a Debt Mill Levy that is not projected to exceed the Combined Mill Levy Target when imposed upon the assessed valuation in place and estimated for vertical development that may be either partially complete or near completion but that, at the time of issuance, is not yet included in the records of the county assessor because of the assessment cycle. Except as provided in this section, no pledge for a Debt Mill Levy for the repayment of any Metro District Advance, Developer Advance and/or City Advance by either the ERAGID or the ECAGID, together with an Operating Mill Levy, shall exceed the Combined Mill Levy Target.

D. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of the ECAGID under this Agreement, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through the legally required budgeting, authorization, and appropriation process. Further, the ECAGID, by this Agreement or the inclusion of the Property, does not create a multiple fiscal year obligation or debt either within or without this Agreement. The ECAGID, by this Agreement, does not bind future councils and boards to make such appropriations.

E. Covenants. The provisions of this Agreement shall constitute covenants and servitudes which shall touch, attach to and run with the land comprising the Property, and the burdens and benefits of this Agreement shall bind and inure to the benefit of the Property, the Owner, its heirs, successors and assigns including subsequent owners of the Property.

F. Incorporation. Any exhibits to this Agreement are attached and incorporated in this Agreement by reference.

G. Recordation. This Agreement shall be recorded with the Clerk and Recorder of Adams County upon execution.

H. Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, shall not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

O. No Third-Party Beneficiary. Except as expressly provided herein, no third-party beneficiary rights are created in favor of any person not party to this Agreement. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their heirs, successors and assigns, including successor owners of any lot(s) or any other portion(s) of the Property, and nothing contained in this Agreement shall give rise to or allow any claim or right of action under this Agreement by any other person or party.

R. Venue. Venue for any action to enforce or interpret the terms of this Agreement shall be in the District Court of Adams County, Colorado.

S. Notice. Any notice given pursuant to this Agreement will be sent by certified mail, return receipt requested, overnight delivery service, or hand delivery. Notice to the Owner shall be given to QuikTrip Corporation, 12000 Washington St., Suite 175, Thornton, CO 80241 or to any other address given in writing by an addressee to the other party.

Notice to any GID shall be given to the Executive Director and copied to the General Counsel. Notice, if given by mail, shall be deemed received three (3) days after mailing in accordance with this Section.

T. Applicable Law. The laws of the state of Colorado shall govern the interpretation and enforcement of this Agreement.


U. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

V. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Signature pages follow

QuikTrip Corporation,

An Oklahoma Corporation

By: 

Name: Jason Acord

Title: Regional Director of Real Estate

STATE OF Kansas)
) ss
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 18th day of March, 2024, by Jason Acord, as Regional Director of Real Estate, of QuikTrip Corporation, an Oklahoma Corporation.

Witness my hand and official seal:



My commission expires: 8-07-2025



Notary Public

EXHIBIT A TO INCLUSION AGREEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, MONUMENTED AS SHOWN;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28;
THENCE S 89°42'38" W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TOWER ROAD, SAID POINT ALSO BEING THE ANNEXATION BOUNDARY OF COMMERCE CITY AND

THE POINT OF BEGINNING;

THENCE DEPARTING SAID RIGHT OF WAY LINE AND SAID ANNEXATION BOUNDARY OF COMMERCE CITY, CONTINUING S 89°42'38" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1241.84 FEET TO THE SOUTHEAST CORNER OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C0291825 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, AND SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°11'58", HAVING A RADIUS OF 345.00 FEET, AN ARC LENGTH OF 320.34 FEET, AND WHOSE CHORD BEARS N 40°36'11" E, A CHORD DISTANCE OF 308.95 FEET;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, N 67°12'00" E, A DISTANCE OF 90.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°25'12", HAVING A RADIUS OF 105.00 FEET, AN ARC LENGTH OF 55.75 FEET, AND WHOSE CHORD BEARS
N 51°52'14" E, A CHORD DISTANCE OF 55.10 FEET;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, N 36°46'01" E, A DISTANCE OF 130.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°32'56", HAVING A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 92.14 FEET , AND WHOSE CHORD BEARS, N 47°10'25" E, A CHORD DISTANCE OF 91.60 FEET;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, N 58°21'10" E, 208.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°32'45", HAVING A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 131.33 FEET, AND WHOSE CHORD BEARS

N 33°56'09" E, A CHORD DISTANCE OF 127.44 FEET;

THENCE CONTINUING WITH SAID EASTERLY LINE OF DENVER INTERNATIONAL AIRPARK SUBDIVISION FILING NO. 1, N 09°52'09" E, A DISTANCE OF 50.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST 81ST AVENUE AND THE ANNEXATION BOUNDARY OF COMMERCE CITY;

THENCE WITH SAID RIGHT OF WAY LINE AND SAID ANNEXATION BOUNDARY OF COMMERCE CITY, N 89°42'38" E, A DISTANCE OF 505.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TOWER ROAD;

THENCE WITH SAID RIGHT OF WAY LINE AND SAID BOUNDARY OF COMMERCE CITY, S 00°28'33" E, A DISTANCE OF 731.61 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 14.60 ACRES (635,908 SQUARE FEET), MORE OR LESS.