



**GID INCLUSION PETITION**

**PETITION  
FOR THE INCLUSION OF PROPERTY INTO THE COMMERCE CITY  
E-470 COMMERCIAL AREA GENERAL IMPROVEMENT DISTRICT**

The undersigned owner(s) of the real property described in Exhibit A, attached hereto, and depicted on the site map in Exhibit B, attached hereto (the "Property"), hereby petition(s) the City Council of City of Commerce City, Colorado, as the *ex officio* Board of Directors (the "Board") of the Commerce City E-470 COMMERCIAL AREA General Improvement District (the "District") for inclusion of the Property into the District, pursuant to § 31-25-618, C.R.S. The undersigned further request(s) that the Board hold a hearing in accordance with the requirements of § 31-25-618, C.R.S., at which all objections to this petition may be presented.

In support of this petition, the undersigned state(s) as follows:

1. The undersigned is/are the sole fee title owner(s) of the Property (see Exhibit C).
2. This petition is accompanied by a deposit of moneys to pay the costs of the inclusion proceedings.

WHEREFORE, the undersigned request the Board to take all steps and procedures required by law for the inclusion of the Property into the District, including the publication of notice of the filing of this petition, and to adopt an ordinance including the Property into the District.

[Name of Fee Title Owner]

[Name of Fee Title Owner]

Signature

Signature

By: Jason Acord, Regional Director of Real Estate

By:

Printed Name and Title

Printed Name and Title

[Name of Fee Title Owner]

[Name of Fee Title Owner]

Signature

Signature

By:

By:

Printed Name and Title

Printed Name and Title



NOTARY CERTIFICATE

STATE OF )  
Kansas ) ss.  
COUNTY OF )  
Johnson

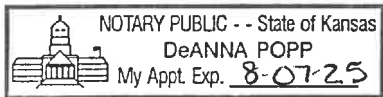
I, Jason Acord being first duly sworn on oath, verify that the facts set forth in this petition are true to the best of my knowledge, information and belief.

Subscribed and sworn to before me this 18th day of March, 2024

My commission expires: 8-07-2025

DeAnna Popp  
Notary Public

(SEAL)





6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
303.770.8884 • [GallowayUS.com](http://GallowayUS.com)

## EXHIBIT A

### LEGAL DESCRIPTION

QUIKTRIP #4207 – COMMERCE CITY, COLORADO



**ANNEXATION LEGAL DESCRIPTION**

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;

QuikTrip  
QKT004207  
June 9, 2021

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;

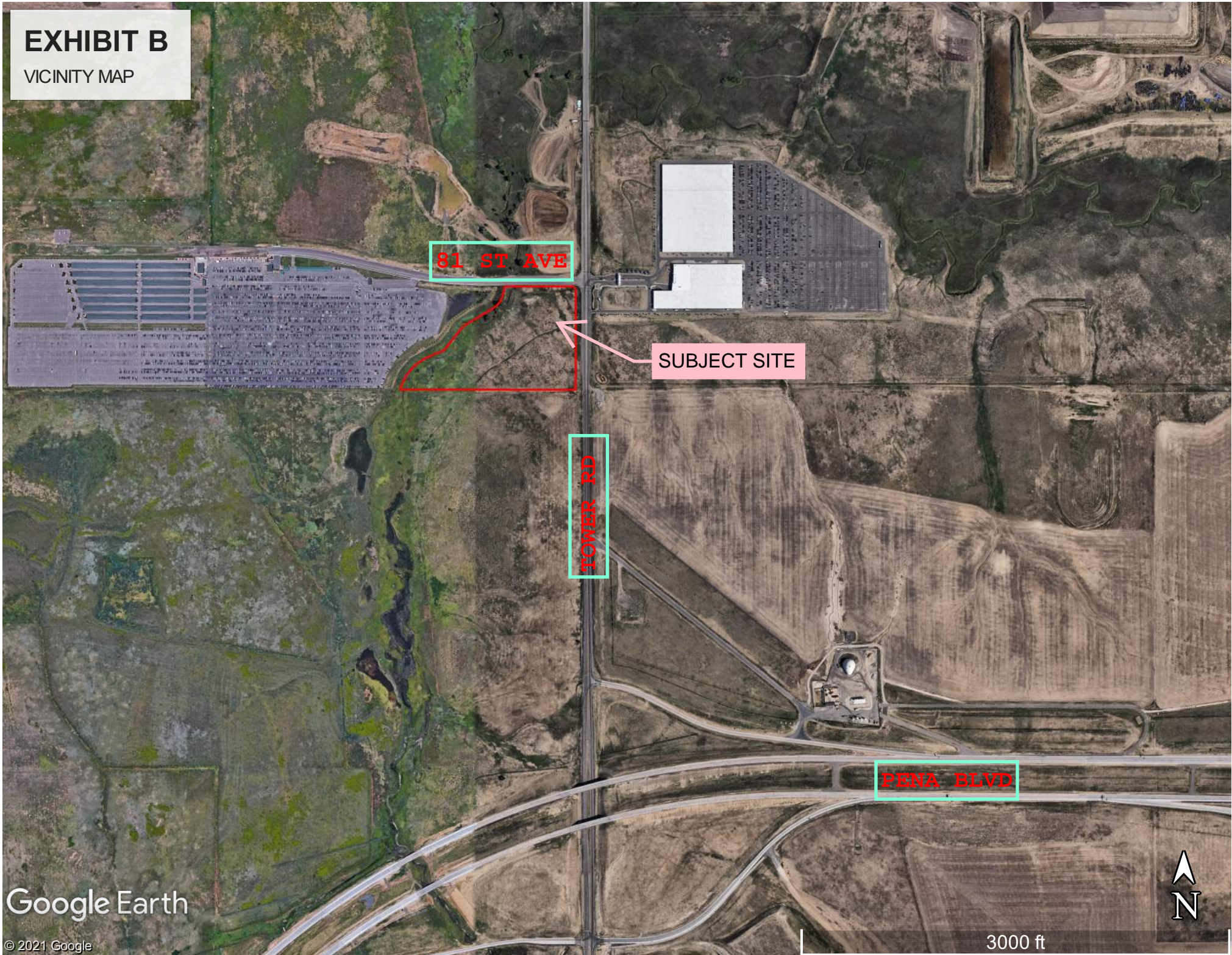
THENCE WITH SAID RIGHT OF WAY LINE AND SAID BOUNDARY OF COMMERCE CITY, S 00°28'33" E, A DISTANCE OF 731.61 FEET TO THE **POINT OF BEGINNING**.

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

PREPARED BY:  
BRIAN J. DENNIS, PLS 38069  
FOR AND ON BEHALF OF  
GALLOWAY & COMPANY, INC  
1155 KELLY JOHNSON BLVD. STE. 305  
COLORADO SPRINGS, CO 80920

# EXHIBIT B

VICINITY MAP



81 ST AVE

SUBJECT SITE

TOWER RD

PENA BLVD

Google Earth

© 2021 Google

3000 ft





6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
303.770.8884 • [GallowayUS.com](http://GallowayUS.com)

## EXHIBIT C

PROPERTY TITLE

QUIKTRIP #4207 – COMMERCE CITY, COLORADO





55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** September 29, 2020  
**File Number:** 19000310946  
**Property:** SWC 81st Ave and Tower Road, CO

Please direct all Closing inquiries to:

Cheryl G. Warner  
Phone: (303) 780-4089  
Email Address: cheryl.warner@stewart.com

**SELLER:**

Cowley Management, L.L.C., an Arizona limited liability company as Agent for Schedule 1 (Sellers)  
Attn: Monson Cowley  
Attn: Rory Blakemore  
Delivery Method: Emailed

**LISTING AGENT:**

Hotel Broker One- Denver  
9652 Salem Ct. Ste. 100  
Highlands, CO 80130  
Contact: Jim Nelms  
Phone: (720) 344-3300  
Email: jim@nelmshospitality.com  
Delivery Method: Emailed

**SELLER ATTORNEY:**

Foster Graham  
Contact: Raul Abad  
Email: rabad@fostergraham.com  
Contact: Jenny Rios  
Email: jrios@fostergraham.com  
Delivery Method: Emailed

**Owner's Title Policy**

Please direct all Title inquiries to:

Laura Rihel  
Phone: (303) 780-4041  
Email Address: LRihel@stewart.com

**BUYER:**

QuikTrip Corporation, an Oklahoma corporation  
Attn: Craig Romrell  
Attn: Troy Devos  
Delivery Method: Emailed

**SELLING AGENT:**

Sullivan Hayes  
5570 DTC Parkway Suite 100  
Greenwood Village, CO 80111  
Contact: Grant Maves  
Phone: (720) 382-7511  
Email: gmaves@SullivanHayes.com  
Contact: Mark Ernster  
Email: mernster@sullivanhayes.com  
Delivery Method: Emailed

**BUYER ATTORNEY:**

Goldenberg Heller & Antognoli  
Attn: David Antognoli  
Phone: 618.656.5150  
Email: david@ghalaw.com  
Delivery Method: Emailed





ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 Section 18 of the Conditions.

COVERED RISKS

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

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) 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 failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.



**SCHEDULE A**

**Name and Address of  
Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 19000310946

**Policy No.:** O-9301-004897480

**Address Reference:** SWC 81st Ave and Tower Road, CO  
(For Company Reference Purposes Only)

**Amount of Insurance:** \$3,500,000.00

**Premium:** \$3,383.00

**Date of Policy:** August 13, 2020 at 5:30 P.M.

**1. Name of Insured:**

QuikTrip Corporation, an Oklahoma corporation

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

Fee Simple

**3. Title is vested in:**

QuikTrip Corporation, an Oklahoma corporation

**4. The Land referred to in this policy is described as follows:**

SEE ATTACHED LEGAL DESCRIPTION



## SCHEDULE A

### LEGAL DESCRIPTION

A parcel of land located in the Southeast 1/4 of Section 28, Township 2 South, Range 66 West of the Principal Meridian, City of Commerce City, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of Section 28 and considering the East line of the Southeast 1/4 of said Section 28 to bear North 00°28'01" West with all bearings contained herein relative thereto;  
Thence South 89°43'02" West, along the South line of the Southeast 1/4 of said Section 28, a distance of 65.00 feet to the Point of Beginning;  
Thence continuing South 89°43'02" West, along said South line, a distance of 1251.90 feet to a point on the Easterly line of Denver International Airpark Subdivision Filing No. 1 recorded at Reception No. C0291825 of the records of the Adams County Clerk and Recorder, said point on a curve;

Thence along said Easterly line the following nine (9) courses:

1. Along the arc of a non-tangent curve to the right having a central angle of 53°12'30", a radius of 345.00 feet, an arc length of 320.39 feet, and a chord that bears North 40°36'04" East;
2. North 67°12'19" East, a distance of 90.00 feet to a point of curvature;
3. Along the arc of a curve to the left having a central angle of 30°30'00", a radius of 105.00 feet and an arc length of 55.89 feet;
4. North 36°42'19" East, a distance of 130.00 feet to a point of curvature;
5. Along the arc of a curve to the right having a central angle of 21°30'00", a radius of 245.00 feet and an arc length of 91.94 feet;
6. North 58°12'19" East, a distance of 209.06 feet to a point of curvature;
7. Along the arc of a curve to the left having a central angle of 48°30'00", a radius of 155.00 feet and an arc length of 131.21 feet;
8. North 09°42'19" East, a distance of 51.20 feet;
9. North 89°43'02" East, a distance of 515.88 feet to a point on the Westerly right of way line of Tower Road;

Thence South 00°28'01" East along said right of way line, a distance of 732.16 feet to the Point of Beginning,

County of Adams,  
State of Colorado.



## SCHEDULE B

File No.: 19000310946

Policy No.: O-9301-004897480

### EXCEPTIONS FROM COVERAGE

**This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:**

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
6. Water rights, claims or title to water.
7. (Intentionally left blank)
8. Taxes for the year 2020, and subsequent years; special assessments or charges not certified to the County Treasurer.
9. The right of proprietor of a vein or lode to extract and remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights-of-way for ditches and canals as reserved in the unrecorded United States Patent dated May 26, 1891.  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. [Intentionally deleted.]
11. [Intentionally deleted.]
12. [Intentionally deleted.]
13. Notice of General Description of Area Served by Panhandle Eastern pipe Line Company recorded June 25, 1986 in Book 3162 at Page 361.
14. Findings and Ruling of the Referee, District Court, Water Division No. 1, State of Colorado recorded November 3, 1986 in Book 3224 at Page 489.
15. Terms, provisions, conditions and obligations contained in Special Warranty Deed and Agreement recorded February 5, 1991 in Book 3749 at Page 9.
16. Memorandum of Partition Agreement recorded February 5, 1991 in Book 3749 at Page 34.  
NOTE: Partial Release of Memorandum of Partition Agreement recorded June 15, 1995 in Book 4530 at Page 580.

## SCHEDULE B

17. Second Creek South Preliminary PUD Plan recorded June 20, 1995 at Reception No. C0082605.
18. [Intentionally deleted.]
19. Covenants and Easements Agreement recorded July 2, 1997 in Book 5043 at Page 998.  
NOTE: License Agreement recorded July 2, 1997 in Book 5044 at Page 1  
NOTE: Use restrictions have expired.
20. Grant of Easement and Agreement recorded November 22, 1999 in Book 5959 at Page 529.
21. Grant of Easement and Agreement recorded March 2, 2000 in Book 6051 at Page 74.
22. [Intentionally deleted.]
23. Agreement for Inclusion in South Adams County Water and Sanitation District recorded January 20, 2012 at Reception No. 2012000004440.  
NOTE: Order of Inclusion recorded January 20, 2012 at Reception No. 2012000004441.  
NOTE: Water Sources Agreement recorded January 20, 2012 at Reception No. 2012000004442.
24. [Intentionally deleted.]
25. [Intentionally deleted]
26. [Intentionally deleted.]
27. [Intentionally deleted.]
28. Possession and Use Agreement recorded July 18, 2016 at Reception No. 2016000057042.
29. Slope and Drainage Agreement recorded October 21, 2016 at Reception No. 2016000090122.
30. Utility Easement Agreement recorded October 21, 2016 at Reception No. 2016000090123.
31. Memorandum of Oil and Gas Lease recorded September 12, 2017 at Reception No. 2017000079319.  
NOTE: Assignment of Oil and Gas Lease recorded at Reception No. 2018000038391.  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
32. [Intentionally deleted.]
33. And adverse consequences of the lawsuit filed in the District Court of Adams County Colorado, Metro Wastewater Reclamation District, as Petitioner and SCM-GRP Van Schaak, LLLP, et al, as Respondents, Notice of Lis Pendens was recorded June 9, 2020 at Reception No. 2020000051335.





**CO 110.1 DELETION EXCEPTION ENDORSEMENT – OWNER POLICY  
ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$65.00

Said Policy is hereby amended by deleting Exceptions 1 through 5, inclusive, of Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

**Endorsement  
Serial No.**

**E-9851-667320890**



**ALTA ENDORSEMENT 9.8-06 (COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER'S POLICY)  
ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$1,500.00

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 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 Galloway & Company, Inc dated January 13, 2020, designated as ALTA/NSPS Land Title Survey consisting of 6 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.

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File No. 19000310946 / Policy Number: O-9301-004897480

ALTA Endorsement 9.8-06 (Covenants, Conditions and Restrictions – Land Under Development – Owner's Policy)

Adopted 04-02-12

Page 1 of 2



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.


Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9184-282172621





**ALTA ENDORSEMENT 25-06 (SAME AS SURVEY)  
ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$750.00

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 ALTA/NSPS Land Title Survey made by Galloway & Company, Inc dated January 13, 2020, and designated Job No. QKT004207.


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.

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

**Endorsement  
Serial No.**

**E-9388-285651222**





**ALTA ENDORSEMENT 28.3-06 (ENCROACHMENTS – BOUNDARIES AND EASEMENTS – LAND UNDER DEVELOPMENT)**

**ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$1,125.00

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 Galloway & Company, Inc dated January 13, 2020, designated as ALTA/NSPS Land Title Survey consisting of 6 sheet(s).
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: none



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.


Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

  
Denise Carraux  
Secretary

Endorsement  
Serial No.

E-9228-628157036



**ALTA ENDORSEMENT 35.3-06 (MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER DEVELOPMENT)**

**ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$750.00

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 Galloway & Company, Inc dated January 13, 2020, designated as ALTA/NSPS Land Title Survey consisting of 6 sheet(s).
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 minerals or any other subsurface substances 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 minerals or other subsurface substances; or
  - c. the exercise of the rights described in .



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.


Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

  
Denise Carraux  
Secretary

**Endorsement  
Serial No.**

**E-9191-349908504**



**ALTA ENDORSEMENT 39-06 POLICY AUTHENTICATION  
ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$0.00

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.


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.

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

**Endorsement  
Serial No.**

**E-9146-655603322**





**ENDORSEMENT 41.3-06 (WATER – LAND UNDER DEVELOPMENT)**  
**ATTACHED TO POLICY NUMBER O-9301-004897480**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 19000310946

Charge: \$375.00

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 Galloway & Company, Inc dated January 13, 2020, designated as ALTA/NSPS Land Title Survey consisting of 6 sheet(s).
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;
  - 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 none.




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.

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
Agent ID: 06J050

Endorsement  
Serial No.

E-9290-894478351



## **Anti-Fraud Statement CRS 10-1-128**

File No.: 19000310946

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information.  | Do we share | Can you limit this sharing?   |
|--|-------------|---|
| For our <b>everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.  | Yes         | No  |
| For our <b>marketing purposes</b> — to offer our products and services to you.   | Yes         | No  |
| For <b>joint marketing with other financial companies</b>  | No          | We don't share  |
| For our <b>affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes         | No  |
| For our <b>affiliates' everyday business purposes</b> — Information about your creditworthiness.   | No          | We don't share  |
| For our <b>affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.  | Yes         | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591. |
| For <b>non-affiliates to market to you</b> . Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.   | No          | We don't share  |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

|   |   |
|---|---|
| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction.  |
| How do the Stewart Title Companies protect my personal information?       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.   |
| How do the Stewart Title Companies collect my personal information?       | We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit?   | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.  |

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

| Category  | Examples   | Collected? |
|---|--|------------|
| A. Identifiers.   | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.   | YES        |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).                   | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES        |
| C. Protected classification characteristics under California or federal law.  | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).   | YES        |
| D. Commercial information.  | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.   | YES        |
| E. Biometric information.   | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.  | YES        |
| F. Internet or other similar network activity.  | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.   | YES        |
| G. Geolocation data.  | Physical location or movements.  | YES        |
| H. Sensory data.  | Audio, electronic, visual, thermal, olfactory, or similar information.   | YES        |
| I. Professional or employment-related information.  | Current or past job history or performance evaluations.  | YES        |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.   | YES        |
| K. Inferences drawn from other personal information.  | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.  | YES        |

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and Indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain Information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment 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 Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- 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.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly 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) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 6.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at 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 Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (e) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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.

## CONDITIONS (Continued)

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have 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 together with 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or 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 other parties for or in the name of an Insured Claimant any claim insured against 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; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



## CONDITIONS (Continued)

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be 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.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall 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 Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

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

### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

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 Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

QuikTrip Corp  
1499 West 120<sup>th</sup> Ave, Suite 120  
Westminster, CO 802034  
Attn: Final Policy Dept.