

Colorado Fermented Malt Beverage (3.2% Beer) License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual </div> <div> <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Limited Liability Company </div> <div> <input type="checkbox"/> Association or Other </div> </div>			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation Circle K Stores, Inc.			FEIN 74-1149540
2a. Trade Name of Establishment (DBA) Circle K Store #2709869		State Sales Tax No. 02165089-0143	Business Telephone (303) 423-8434
3. Address of Premises (specify exact location of premises) 3694 W. Bowles Avenue			
City Littleton	County Arapahoe	State CO	ZIP Code 80123
4. Mailing Address (Number and Street) 1199 S. Beltline Road, Suite 160	City or Town Coppell	State TX	ZIP Code 75019
5. Email Address tbogan@circlek.com, aclark@dillanddill.com			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) N/A	Present State License No.	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B 3.2% Beer License Fees	
<input type="checkbox"/> Application Fee for New License \$1950.00 <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$2050.00 <input type="checkbox"/> Application Fee for Transfer \$1950.00		<input type="checkbox"/> Retail 3.2% Beer On-Premises (City) \$96.25 <input type="checkbox"/> Retail 3.2% Beer On-Premises (County) \$117.50 <input checked="" type="checkbox"/> Retail 3.2% Beer Off-Premises (City) \$96.25 <input type="checkbox"/> Retail 3.2% Beer Off-Premises (County) \$117.50 <input type="checkbox"/> Retail 3.2% Beer On/Off Premises (City) \$96.25 <input type="checkbox"/> Retail 3.2% Beer On/Off Premises (County) \$117.50 <input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____ <input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): (a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
If you answered yes to 8a, b or c, explain in detail on a separate sheet Please see attached.				
9. Has a 3.2 beer license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>			
10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	Attached. <input checked="" type="checkbox"/> <input type="checkbox"/>			
11. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:	<input checked="" type="checkbox"/> <input type="checkbox"/>			
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.				
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
13. Name of Manager(s) for all on and on/off applicants.				
Last Name George	First Name Deanne	Date of Birth [REDACTED]		
14. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
15. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				
<input type="checkbox"/> <input checked="" type="checkbox"/>				

16. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Geoffrey Haxel	7849 E. Vista Bonita Dr., Scottsdale, AZ 85255		Pres/Sec/Dir	0
Kathleen Cunningham	14202 S. 12th Pl., Phoenix, AZ 85048		Treas/VP/Dir	0
Dennis Tewell	1326 Eagle Bend, Southlake, TX 76092		Asst. Sec	0
Kim Kwiatkowski	7853 S. Michele Ln., Tempe, AZ 85284		Asst. Sec	0

** Limited Liability Companies and Partnerships - 100% of ownership must be accounted for on question #16

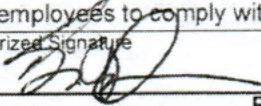
** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #16

(Include ownership percentage if applicable)

Please see attached Master File letter for additional officers.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Timothy Peters Asst. Secretary	6/28/17

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
7-18-2017	9-13-2017

Each person required to file DR 8404-I has been:

☐ Fingerprinted

☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of Inspection or Anticipated Date October 2017

☐ Upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>City of Littleton</i>		Telephone Number <i>317953780</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

51-

Doc Fee 75-

SPECIAL WARRANTY DEED

Return To:
Circle K Stores Inc.
1130 W. Warner Road
Tempe, AZ 85284
Attn: Real Estate Coordinator

Anapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6169613
Receipt #: 5309783
Pages Recorded: 10
Date Recorded: 12/1/2006 3:53:02 PM
Recording Fee: \$51.00
Document Fee: \$75.00



This Special Warranty Deed ("Deed"), dated to be effective as of the 1st day of December, 2006 ("Effective Date"), is by and between Equilon Enterprises LLC, a Delaware limited liability company with offices located at 12700 Northborough Drive, Houston, Texas 77067 ("Grantor") and Circle K Stores Inc., a Texas corporation with offices located at 315 Commons Mall, Columbus, Indiana 47201 ("Grantee").

WITNESSETH:

For and in consideration of the sum of \$10.00 and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, CONFIRM and RELEASE unto Grantee, its successors and assigns forever, the Premises more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all reservations, exceptions, restrictions, easements, encumbrances, rights of way and other matters of record affecting the same and set forth on "Exhibit B", to the extent that the same are currently valid and enforceable against the Premises and applicable zoning regulations.

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

1. From and after the Effective Date until November 30, 2021 ("Termination Date"), if gasoline or branded diesel is stored, advertised or sold at or from the Premises, the gasoline or branded diesel stored, advertised or sold shall be sold under the "Shell" trademark or other "Shell" brands under which motor fuel products are sold ("Brand Covenant"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of the Effective Date, by and between Grantor and Grantee ("Branding Agreement"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of either Grantor or Grantee. The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Brand Covenant. The Brand Covenant and the remedies for breach



1423905

RECEIVED IN THIS CONDITION

thereof, as provided in the Branding Agreement, shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof. The Brand Covenant is imposed upon the entire Premises.

Grantee agrees to include the Brand Covenant in any conveyance or assignment of the Premises prior to the Termination Date to a successor grantee and, as a condition of any conveyance of the Premises, to require successor grantees to enter into an agreement assuming all obligations of Grantee under the Branding Agreement.

2. Until the Termination Date, Grantor retains a right of first refusal to purchase the Premises, pursuant to the terms of the Branding Agreement ("**Right of First Refusal**"). The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of either Grantor or Grantee. The terms of the Right of First Refusal are set forth on "**Exhibit C**".

3. Grantee has granted a right of access to Grantor pursuant to the terms of an Access Agreement dated as of the Effective Date, which is being recorded on the same day as this instrument.

4. Grantee covenants and agrees that it shall not install any well or other tank, pump or related equipment for the storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use the Premises for residential purposes. Each of these covenants shall run with the Premises, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest thereof. Grantee agrees to include these restrictions in any conveyance or assignment of the Premises to a successor grantee.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.


[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

Equilon Enterprises LLC

[LLC SEAL]

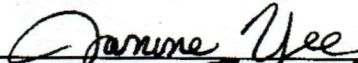
By:


Name: Charles T. Badrick

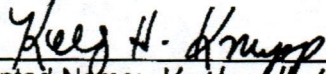
Title: Manager, Real Estate Contracts

Signed, Sealed and Delivered in Our Presence:

WITNESS:


Printed Name: Janine Yee

WITNESS:


Printed Name: Kelly H. Knapp

This instrument prepared by:

Beverly J. Klug
as Agent for EQUILON ENTERPRISES LLC
12700 Northborough, Suite 130
Houston, TX 77067

CC# 120186

Parcel Identification No.: **2077-19-1-01-003**
(Recording Legend)

Tax statements should be sent to:

Circle K Stores Inc.
Rent and Property Tax Department
1130 W. Warner Road, Building B
Tempe, AZ 85284
Attn: Rents and Property Tax Supervisor

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me this 20th day of November 2006, by Charles T. Badrick, the Manager, Real Estate Contracts of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires:

Michael Sanchez
NOTARY PUBLIC

Print Name: Michael Sanchez

EXHIBIT A

Legal Description of Premises

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 5 South, Range 68 West of the 6th P.M. and being a part of Lot 1, Columbine Village Filing No. 1, Arapahoe County, Colorado, being more particularly described as follows:

Commencing at the Northeast corner of Section 19,
Thence South 90 degrees 00 minutes West along the North line of Section 19, a distance of 462.43 feet;
Thence South 00 degrees 00 minutes 00 seconds East, a distance of 50.00 feet;
Thence South 20 degrees 38 minutes 00 seconds West, a distance of 21.37 feet to the true point of beginning, said point being on the Southerly right-of-way line of West Bowles Avenue as described in Book 1789 at Page 389 and being a point on the North line of Lot 1;
Thence continuing South 20 degrees 38 minutes 00 seconds West, a distance of 221.63 feet;
Thence South 90 degrees 00 minutes 00 seconds West, a distance of 196.31 feet to the Easterly right-of-way of South Platte Canyon Road and being a point on the West line of Lot 1;
Thence North 20 degrees 38 minutes 00 seconds East and along said Easterly right-of-way, a distance of 187.03 feet to a point of curvature;
Thence along a curve to the right having a radius of 50.00 feet, and a central angle of 69 degrees 22 minutes 00 seconds, a distance of 60.53 feet;
Thence North 90 degrees 00 minutes 00 seconds East, a distance of 161.71 feet to the point of beginning,

excepting therefrom, that part as conveyed to the State Department of Highways, Division of Highways, State of Colorado in instrument recorded January 4, 1988 in Book 5342 at Page 524,

County of Arapahoe,
State of Colorado.

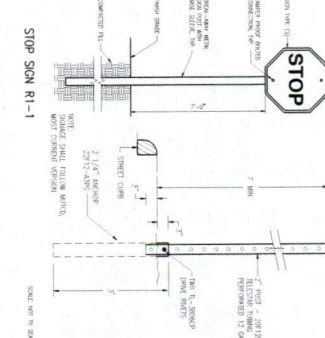
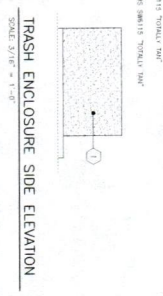
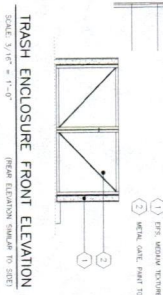
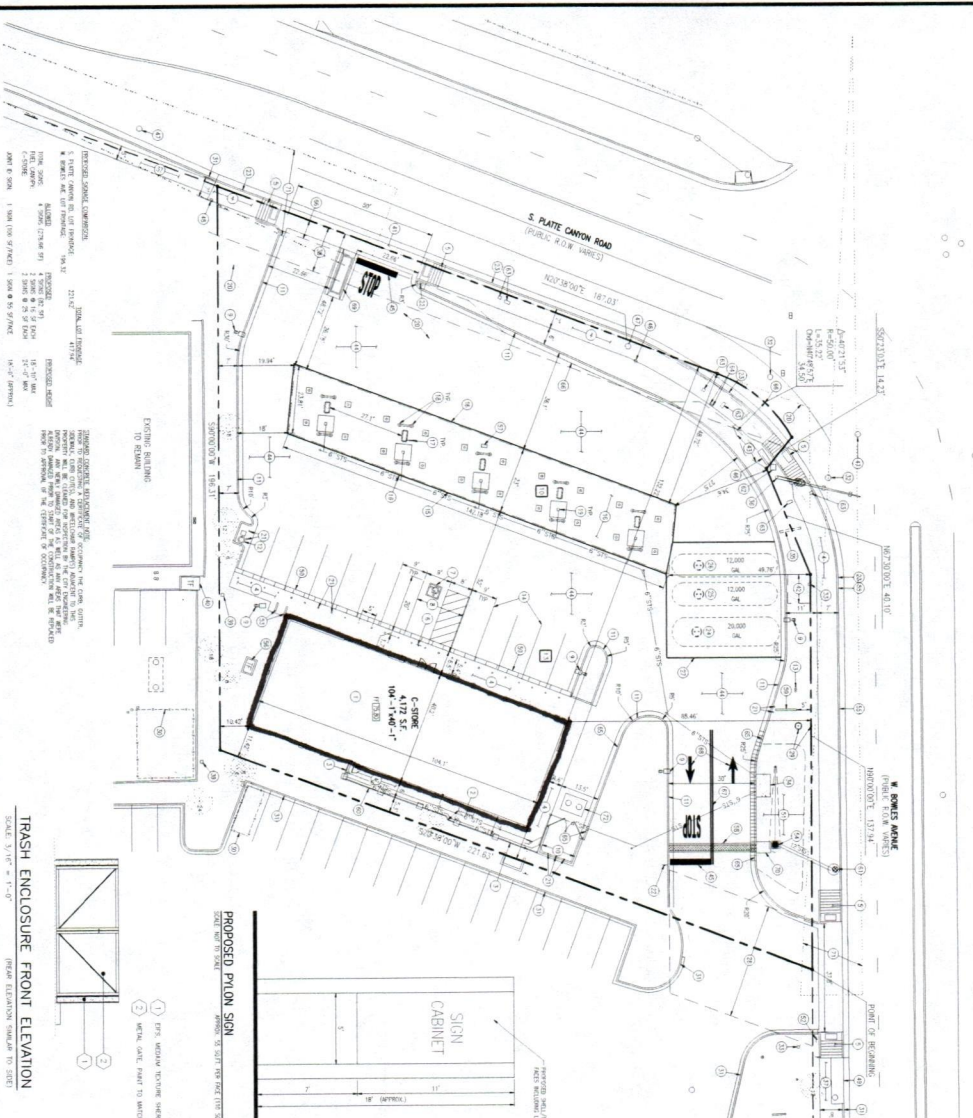
EXHIBIT B

Permitted Encumbrances

[illegible]

CIRCLE K FUEL AND CONVENIENCE FACILITY

3694 W. BOWLES AVENUE CASE #SDP 15-0019




1. ALL PROPOSED CHANGES SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER.
2. THE PROPERTY OWNER WILL BE SPONSORING THE CITY'S "ADVERTISING REGARDING THE UNDERGROUND PARKING OF VEHICLES."



1. PROPOSED RETAINING WALL AND SIDEWALK
2. PROPOSED ELECTRICAL CABINET
3. PROPOSED RETAINING WALL AND SIDEWALK

No.	REVISION	DES. BY	DRAWN BY	DATE
1	CITY COMMENT REVISIONS	JOS	ACJ	03/03/2011
2	2ND CITY COMMENT REVISIONS	JOS	ACJ	08/05/2011
3	3RD CITY COMMENT REVISIONS	JOS	ACJ	11/09/2011
4	4TH CITY COMMENT REVISIONS	JOS	ACJ	12/22/2011

**CIRCLE K
FUELING FACILITY
SITE DEVELOPMENT PLAN
CASE #SDP 15-0019**
3694 WEST BOWLES AVENUE
LITTLETON, COLORADO



CIRCLE K STORES, INC.
3525 S. TAMARAC DRIVE
SUITE 325
DENVER, COLORADO 80237
TEL. (720) 489-9012
FAX. (720) 489-5928

Galloway
Planning, Architecture, Engineering
6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884 O
303.770.3636 F

P1.1

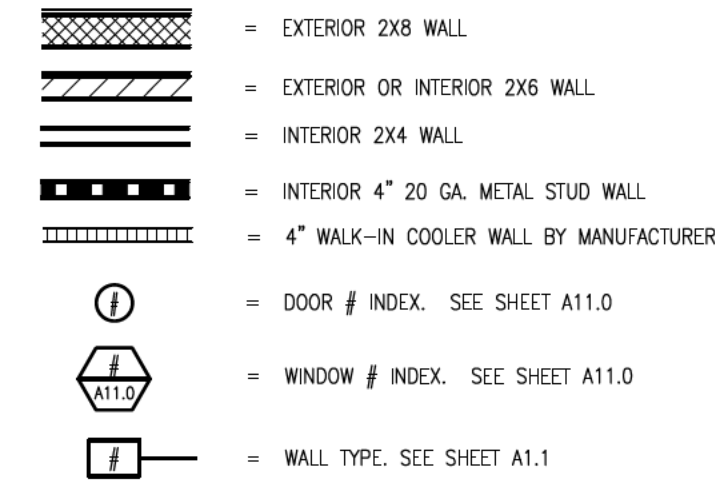
FLOOR PLAN KEY NOTES

3. CONCRETE SLAB, SEE STRUCTURAL FOR REINFORCING.
2. CONCRETE WALK, BROOM FINISH, SEE CIVIL DRAWINGS.
3. ROOF ACCESS LADDER, SEE DETAIL A1/A12.0.
4. CUSTOM CASEWORK SUPPLIED BY CIRCLE K, INSTALLED BY OTHERS.
5. SALES COUNTER, SEE SHEETS A7.0 AND A7.1 FOR EQUIPMENT.
6. SOLID SURFACE COUNTER TOP SUPPLIED BY CIRCLE K, INSTALLED BY OTHERS.
7. ALUMINUM STOREFRONT SYSTEM, DARK BRONZE FINISH, SEE SHEET A11.0 FOR DOOR & WINDOW SCHEDULES.
8. INSULATED METAL DOOR IN HOLLOW METAL FRAME, SEE DOORS SCHEDULES, SHEET A11.0.
9. NOT USED.
10. NOT USED.
11. PROVIDE FIRE EXTINGUISHER TYPE 2A:10BC DRY CHEMICAL, SEMI-RECESSED MOUNTED ON WALL WITH MANUFACTURERS ALL STEEL WALL BRACKET, J. INDUSTRIES INC. (COSMIC 101) OR APPROVED EQUAL WITH INSPECTION TAG AS REQUIRED BY LOCAL CODES. LOCATION TO BE DETERMINED IN FIELD WITH FIRE INSPECTOR. COMPARTMENT TO BASE ON PROVIDING THREE FIRE EXTINGUISHERS. FIRE EXTINGUISHERS ARE TO BE MOUNTED 5'-0" MAXIMUM HEIGHT TO THE HANDLE.
12. COOLER/FREEZER PROVIDED AND INSTALLED BY CIRCLE K, GENERAL CONTRACTOR RESPONSIBLE FOR ELECTRICAL AND PLUMBING CONNECTIONS.
13. COOLER REACH-IN DOOR, SUPPLIED BY MANUFACTURER.
14. GAS METER, SEE CIVIL AND PLUMBING DRAWINGS.
15. FLOOR SINK ACCESSIBLE FOR CLEANING, SEE PLUMBING DRAWINGS.
16. MOP SINK, SEE PLUMBING DRAWING FOR SPECIFIC INFORMATION.
17. HAND SINK, SEE PLUMBING DRAWINGS FOR SPECIFIC INFORMATION.
18. 3-COMPARTMENT SINK, SEE PLUMBING DRAWINGS FOR SPECIFIC INFORMATION.
19. 50 GALLON WATER HEATER ON SHELF ABOVE, SEE PLUMBING AND ELECTRICAL DRAWINGS FOR SPECIFIC INFORMATION.
20. 4" ROOF DRAIN AND OVERFLOW DRAIN ON INSIDE OF WALL TO PROJECT THRU FACE OF EXTERIOR WALL (TYP. 2 PLACES). WRAP PIPES W/INSULATION AND CONTINUE TO BE CONNECTED TO UNDERGROUND STORM WATER. SEE ROOF PLAN; CIVIL AND PLUMBING PLANS FOR CONTINUATION.
21. LOCATION OF ELECTRICAL PANELS, SEE ELECTRICAL DRAWINGS FOR SPECIFIC INFORMATION.
22. LOCATION OF SES, SEE ELECTRICAL DRAWINGS FOR SPECIFIC INFORMATION.
23. ANGLE BREAK METAL TO CLOSE GAP BETWEEN WALL AND WALK IN COOLER FROM BOTTOM TO CEILING, SEE DETAIL D3/A12.0.
24. SIGN SHALL BE POSTED AT CASHIER COUNTER THAT READS "COMPLIMENTARY WATER CUPS AVAILABLE ON REQUEST."
25. LINE OF CANOPY / SOFFIT ABOVE, SEE REFLECTED CEILING PLAN SHEET A-4.0 AND EXT. ELEVATIONS SHEETS A1 AND A6.1.
26. KNOX BOX LOCATION, SEE RECESS DETAIL 95/A12.1.
27. PROVIDE SIGN ABOVE HAND SINK "EMPLOYEE MUST WASH HANDS BEFORE RETURNING TO WORK".
28. UNDERGROUND GREASE INTERCEPTOR, SEE STRUCTURAL, PLUMBING AND CIVIL DRAWINGS.
29. 34" HIGH ACCESSIBLE COUNTERTOP.
30. FUEL EMERGENCY SHUT-OFF SWITCH WITH COVER, MOUNTED AT 40" A.F.F. ON EXTERIOR WALL, SEE FUEL PLAN.
31. EMERGENCY PUMP-SHUT-OFF SWITCH MOUNTED ON TOP OF COUNTER, COORDINATE FINAL LOCATION WITH CIRCLE K REP.
32. 1 1/2" STAINLESS STEEL CORNER GUARDS, SEE EQUIPMENT PLAN AND SCHEDULE, SHEET A7.0 & A7.1.
33. 6" CONC. MOP CURB AT ELECTRICAL FLOOR PENETRATIONS.
34. NOT USED.
35. FOR CO2 TANK WITH RECESSED CO2 REMOTE FILL BOX MOUNTED AT 40" A.F.F. ON EXTERIOR WALL.
36. HOSE BIB, SEE PLUMBING DRAWINGS.
37. 3/4" PLYWOOD WITH FRP.

FLOOR PLAN GENERAL NOTES

1. DIMENSIONS SHOWN ARE TO FACE OF PLYWOOD, UNLESS OTHERWISE NOTED. WALL DIMENSION DESCRIPTIONS:
A) EXTERIOR WALL: (EXTERIOR FACE OF PLYWOOD + WALL THICKNESS + INTERIOR GYP. BD.)
B) INTERIOR WALL: (GYP. BD. + WALL THICKNESS + GYP. BD.)
C) TOLERANCE ON EXTERIOR AND INTERIOR WALLS: $\pm 1/4"$
2. SEE SHEETS A7.0 & A7.1 FOR EQUIPMENT
3. COORDINATE ALL DIMENSIONS IN AREAS OF WALK-IN COOLERS WITH EQUIPMENT INSTALLERS
4. A) INSTALL FULL THICKNESS BAT INSULATION CONTINUOUS TO ROOF DECK IN ALL WALL SEPARATING RESTROOMS FROM ADJACENT SERVICE STORE AREAS. INSULATION TO BE NON-COMBUSTIBLE, BEARING THE U.L. CLASSIFICATION MARKING
B) ALL INSULATION SHALL NOT BE EXPOSED TO VIEW FROM INSIDE SALES FLOOR AREA
5. BRACE STUDS ABOVE CEILING AS REQUIRED TO PROVIDE RIGID WALLS THROUGHOUT. SEE STRUCTURAL DRAWINGS
6. ALL CABINETS SHOWN ARE OF WOOD CONSTRUCTION, V.REMOVABLE ACCESS TO FLOOR SINKS MOUNTED ON 6" HIGH METAL FES. CABINETS, COFFEE BAR, AND MAGAZINE RACK SUPPLIED AND INSTALLED BY SUPPLIER
7. A) USE FDA APPROVED FOOD GRADE CLEAR CAULKING BETWEEN COUNTERTOPS AND WALLS AND WHERE REQUIRED PER LOCAL AND COUNTY HEALTH DEPARTMENT REQUIREMENTS
B) IT SHALL BE THE CONTRACTOR'S OBLIGATION TO SEAL PERIMETER OF ALL WALL OPENINGS AND JOINTS WHERE MOVEMENT OF SURFACES WILL ADMIT AIR OR WATER INTO BUILDING. SEAL ALL CONDUIT PENETRATIONS TO BUILDING
8. GENERAL CONTRACTOR SHALL COORDINATE WITH THE EQUIPMENT AND DRYWALL INSTALLERS TO ENSURE THAT ALL ELECTRICAL WIRING, WATER LINES AND REFRIGERATION LINES HAVE BEEN INSTALLED PROPERLY ON ALL EQUIPMENT PRIOR TO THE HANGING OF ANY DRYWALL. SEE THE CIRCLE K PROJECT MANAGER FOR ANY EQUIPMENT LOCATION CLARIFICATIONS.
9. PROVIDE 5/8" MOISTURE-RESISTANT GYP WALLBOARD THROUGHOUT WHERE REQUIRED.
10. ALL WOOD FRAMING MEMBERS IN CONTACT WITH CONCRETE OR CMU SHALL BE PRESSURE TREATED DOUGLAS FIR U.S. N.P.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND INSTALL ALL WOOD BLOCKING, FURRING STRIPS, OR GROUND DETAILS OR REQUIRED TO PROVIDE ANCHORAGE FOR ALL FINISHES, ACCESSORIES, FIXTURES, AND EQUIPMENT TO COMPLETE ALL WORK. ALL BLOCKING AND GR/BACKING SHALL BE SECURELY BOLTED OR OTHERWISE ANCHORED IN PLACE

FLOOR PLAN LEGEND



GreenbergFarrow
5500 Democracy Drive, Suite 125
Plano, TX 75024
t: 214 975 3200 f: 214 975 3198

COPYRIGHT NOTICE

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ISSUE/REVISION RECORD

DATE	DESCRIPTION
08/19/16	BID SET
09/07/16	PERMIT SET
11/10/16	PLAN REVIEW PERMIT SET
11/21/16	HEALTH REVISIONS
03/31/17	CIRCLE K EFS REVISIONS
06/07/17	PLAN REVIEW COMMENTS
06/19/17	CONSTRUCTION SET

PROFESSIONAL SEAL**PROFESSIONAL IN CHARGE**

DOUGLAS S. COUPER

PROJECT MANAGER

ERNESTO CAMPOS

QUALITY CONTROL

DRAWN BY

DRAWN BY
MIRIAM OLIVARES

MIRIAM OLIVARES

PROJECT NAME

**CIRCLE K
STORES, INC.**

LITTLETON
COLORADO

**3694 W. BOWLES AVENUE
LITTLETON, CO 80123**



CIRCLE K STORES INC.

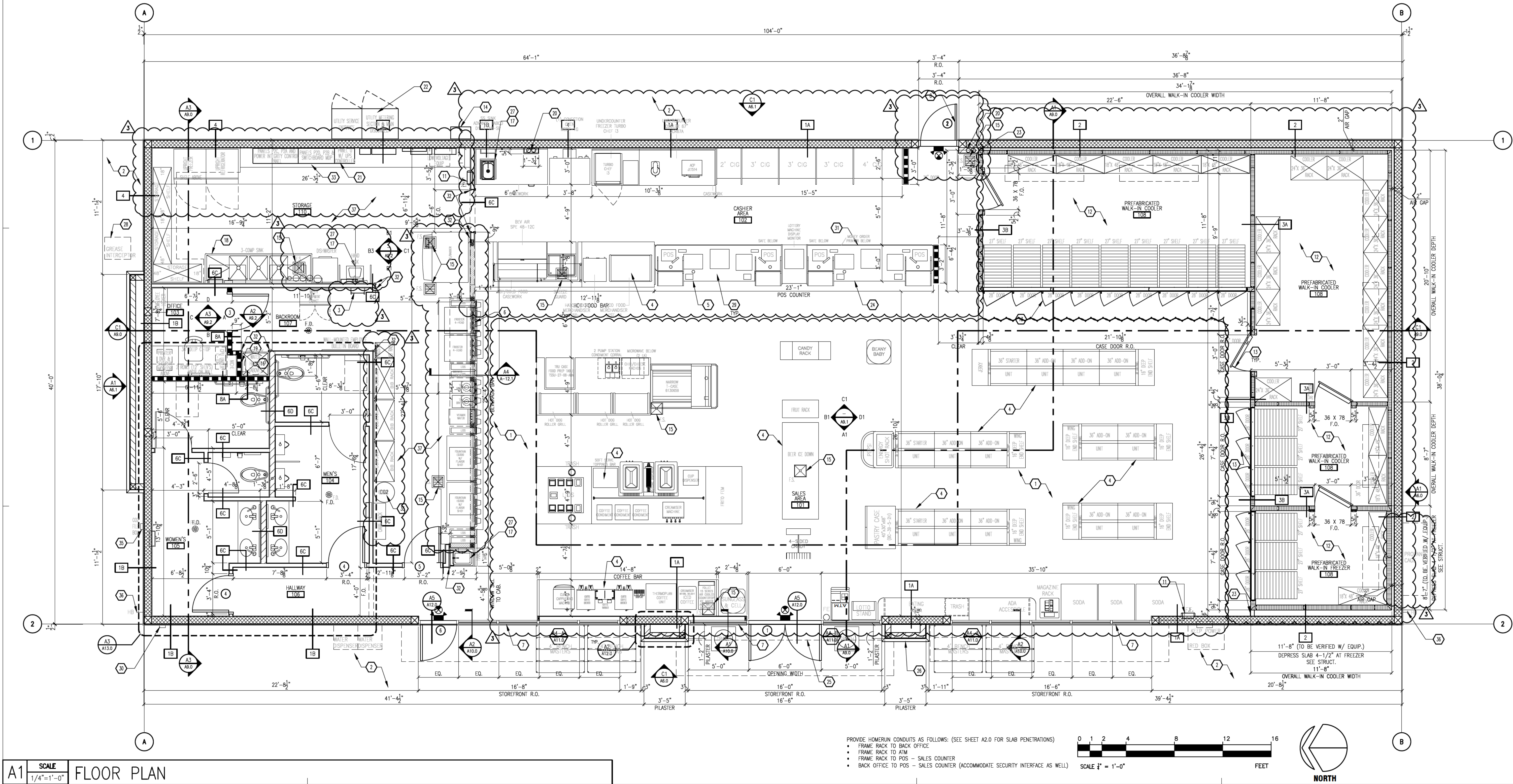
PROJECT NUMBER
20161218.0

SHEET TITLE

FLOOR PLAN

SHEET NUMBER

A1.0



SCHEDULE 4.3
PERMITTED ENCUMBRANCES

CC#120186
3694 W. Bowles
Littleton, CO

1. The lien for real property taxes for the year 2007, and any liens for special assessments which as of the date hereof, are not due and payable. Ad Valorem Taxes for calendar year 2006, have been paid and prorated as of the date hereof.
2. Easements, notes, terms, agreements, provisions, covenants, conditions, restrictions and obligations as set forth on the Plat of Columbine Village Filing No. 1 recorded July 24, 1968 at Reception No. 1105479.

Note: A Plat Amendment and Affidavit was recorded September 16, 1968 in Book 1777 at Page 99.

3. Easement and right of way for water and sewer lines and incidental purposes, as granted to Columbine Water and Sanitation District in the Deed recorded April 22, 1969 in Book 1809 at Page 216.
4. Terms, conditions, provisions, agreements and obligations specified under the Permanent Easement for a fire hydrant, which was recorded January 4, 1988 in Book 5342 at Page 527.
5. Terms, conditions, provisions, agreements and obligations specified under the Permanent Easement for a curb and control cabinet, which was recorded January 4 1988 in Book 5342 at Page 530.
6. Terms, conditions, provisions, agreements and obligations specified under the Revocable License to Erect a Structure, which was recorded July 28, 1994 in Book 7648 at Page 454.
7. All right, title and interest in and to any oil, gas, and other minerals together with the right to explore for, develop and produce same, as more particularly set forth and as reserved by Texaco Refining and Marketing, Inc., a Delaware corporation in the Deed recorded June 23, 1998 at Reception No. A8095317, and any and all assignments thereof or interest therein.
8. Matters of survey, as disclosed by Clark Land Surveying, Inc., Job No. 6399, dated September 11, 2006, to wit:
 - A. Encroachment of concrete curb upon 16 foot water and sanitation easement, along the westerly boundary, and of Shell sign upon public right of way along the northerly boundary line.
 - B. Encroachment of timber wall and concrete curb upon adjoining land, along the easterly boundary.

EXHIBIT C

Right of First Refusal

Until November 30, 2021, if at any time Grantee (i) receives an acceptable bona fide offer to purchase or lease from a ready, willing, and able purchaser or lessee which Grantee desires to accept, or (ii) makes a bona fide offer to sell, lease or otherwise transfer to such a purchaser or lessee, all of Grantee's right, title and interest in and to the Premises ("**Offer**"), Grantee shall provide written notice to Grantor, specifying the name and address of the proposed grantee or lessee and the price and complete terms of the Offer, accompanied by Grantee's affidavit that the proposed sale or lease transaction described in the Offer is in good faith. Grantor will then have the prior option to purchase or lease the Premises at the price and on the terms of the Offer, but subject to the terms provided below ("**Right of First Refusal**").

Grantor shall provide written notice to Grantee of Grantor's election to exercise its Right of First Refusal within 30 days after Grantor receives Grantee's written notice of the Offer. If Grantor does not timely exercise its Right of First Refusal with respect to the Premises, Grantee shall be free to sell, lease or otherwise transfer the Premises in accordance with the transaction described in Grantee's notice. If such transaction is not consummated as described in the Grantee's notice, the Right of First Refusal shall thereafter apply to the Premises.

Within 20 days after the date of the notice provided to Grantee of Grantor's election to exercise its Right of First Refusal, Grantor shall designate a title company and provide written notice to Grantee of the same. Grantee shall deposit with the title company a recordable special warranty deed comparable to the special warranty deed to which this Exhibit relates or a lease containing terms consistent with the Offer described in Grantee's notice and acceptable to Grantor. Grantor shall deposit with the title company any earnest money required by the Offer. Promptly thereafter, Grantee shall (or Grantor may), at Grantor's expense, order from the title company a report on title to (or leasehold interest in) the Premises and a commitment for an owner's or lessee's (as applicable) policy of title insurance. Upon written notice from Grantor to Grantee and the title company that title is acceptable, the title company shall deliver to Grantor the deed or lease executed by Grantee, together with the owner's or lessee's (as applicable) policy of title insurance, against payment by Grantor of the purchase price (which shall include payment of any costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantor), as such allocation of costs, fees and expenses may be set forth in the Offer, less any earnest money. Thereafter, the title company shall deliver to Grantee the purchase price required by the Offer less the amount of any liens accepted by Grantor and less the amount of any and all costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantee as set forth in the Offer. Taxes and rent will be prorated as of the date of delivery of the deed (or the assignment of lease, as applicable) from the title company to the Grantor. Upon receipt from Grantor of written notice that the title is not acceptable, Grantee shall use commercially reasonable efforts to cure such title objections by the closing, including, without limitation, insuring against or providing a bond or suitable escrow for, any lien or other encumbrance that represents a liquidated amount or sum of money. No objection shall be made to any encumbrance that was set forth as a permitted encumbrance for the Premises in the deed from Grantor to Grantee. In no case shall Grantee be required to convey any interest in the Premises greater than the interest it is vested in. If Grantee is unable to cure the title to Grantor's satisfaction, Grantor may elect not to purchase the Premises, in which case the title company shall return the deed (or assignment of lease) to Grantee, and the earnest money to Grantor. If Grantor elects to not exercise its Right of First Refusal for any reason, Grantee may

sell the Premises under the terms described in the notice of the Offer provided to Grantor. Any proposed sale of the Premises under different terms than those described in such notice of the Offer is subject to the Right of First Refusal provisions described herein.

This Right of First Refusal shall not apply to (i) Grantee's sale of a Premises to an affiliate of Grantee or to a Third-Party, provided, as part of such transaction Grantee concurrently leases back and operates such Premises from the affiliate or Third-Party or (ii) any sale or lease of a Premises to an affiliate of Grantee.

1999472.3

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

CIRCLE K STORES INC.

is an entity formed or registered under the law of Texas, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871038658.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/26/2017 that have been posted, and by documents delivered to this office
electronically through 06/27/2017 @ 16:01:41.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 06/27/2017 @ 16:01:41 in accordance with applicable law.
This certificate is assigned Confirmation Number 10315478.



A handwritten signature in cursive script, reading "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

Document Processing Fee
If document is on paper: \$50.00
If document is filed electronically: Currently Not Available

Fees are subject to change.
For electronic filing and to obtain
copies of filed documents visit
www.sos.state.co.us

Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169

Paper documents must be typed or machine printed.

20031033127 N
\$ 50.00
SECRETARY OF STATE
03-04-2005 11:50:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority

filed pursuant to §7-90-301, et seq. and §7-90-803 of the Colorado Revised Statutes (C.R.S.)

ID number (if applicable): 19871038658

1. True name:

Circle K Stores Inc.

2. Assumed entity name
(if different from True name)

3. Use of Restricted Words (if any of these
terms are contained in an entity name, true
name of an entity, trade name or trademark
stated in this document, make the applicable
selection):

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Principal office street address:

1130 W. Warner Road

(Street name and number)

Tempe

(City)

AZ

(State)

85284

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

4. Principal office mailing address:
(if different from above)

PO Box 52085

(Street name and number or Post Office Box information)

DC-36

Phoenix

(City)

AZ

(State)

85072

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

5. Registered agent: (if an individual):

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization):

Corporation Service Company

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 1560 Broadway
(Street name and number)
- Denver CO 80202
(City) (State) (Postal/Zip Code)
8. Registered agent mailing address:
(if different from above) 1560 Broadway
(Street name and number or Post Office Box information)
- Denver CO 80202
(City) (State) (Postal/Zip Code)
- (Province – if applicable) (Country – if not US)
9. Form of entity: Corporation
10. Jurisdiction of formation: Texas
11. Date entity commenced (or expects
to commence) transacting business
or conducting activities in Colorado: 09/30/1966
(mm/dd/yyyy)
12. (Optional) Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

13. Name(s) and address(es) of the
individual(s) causing the document
to be delivered for filing: Kwiatkowski Kim K. _____
(Last) (First) (Middle) (Suffix)
- 1130 W. Warner Road
(Street name and number or Post Office Box information)
- Tempe AZ 85284
(City) (State) (Postal/Zip Code)
- (Province – if applicable) (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

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