

**SURETY BOND DEPOSIT AGREEMENT GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS**

THIS SURETY DEPOSIT AGREEMENT GUARANTEEING INSTALLATION OF SUBDIVISION IMPROVEMENTS ("Deposit Agreement"), is made and entered into this **2nd day of December, 2016**, by QuikTrip Corporation, an Oklahoma Corporation (the "Developer"), and the CITY OF LEE'S SUMMIT, MISSOURI (the "City") (the various parties shall hereinafter be referred to collectively as "the parties").

RECITALS AND DEFINED TERMS

WHEREAS, plans, information and data for the creation and development of a Final Plat for a subdivision to be known as the QuikTrip 0191, Lots 69-71, Final Plat, Application #PL2016-215 (the "Subdivision") have been provided to the City, and a copy of the proposed Final Plat is attached hereto and incorporated by reference as Exhibit 'A'; and

WHEREAS, engineering plans for the Subdivision have been submitted to the City for installation and completion of certain subdivision-related public improvements ("Subdivision Improvements") required by the City's Unified Development Ordinance ("UDO") and Code of Ordinances, all in accordance with the City's subdivision regulations set forth in Article 16 of the UDO, and have been approved; and

WHEREAS, the Developer has provided an engineer's cost estimate for the outstanding Subdivision Improvements which has been approved by the City, and

WHEREAS, Section 16.330 of the UDO requires that the Subdivision Improvements must be constructed prior to approval of the Final Plat for the Subdivision, unless satisfactory security is provided in accordance with Section 16.340 of the UDO; and

WHEREAS, the Developer desires to establish security for the Subdivision Improvements by deposit of a surety bond that names the Developer as the bond principal, all in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided, **IT IS HEREBY MUTUALLY AGREED:**

1. The Developer has deposited with the City a Subdivision Bond, bond number 106631694, in the sum of \$1,620,538.00 (the "Bond"). The Bond names the Developer as Principal, and the terms of this Agreement are incorporated into the Bond. The Bond is deposited with the City for the purpose of guaranteeing the construction, installation, and completion of all outstanding Subdivision Improvements, all in accordance with the plans approved by the City and on file with the City's Public Works Department (the "Approved Improvement Plans") and in accordance with the City ordinances regulating the same, including, without limitation, Section 16.340 of the UDO. The sum of the Bond consists of an amount equal to the *estimated* costs of the construction, completion, and installation of the outstanding Subdivision Improvements ("Estimated Costs") as set forth on the Estimate Sheet which is attached hereto as Exhibit 'B' and incorporated herein by reference. Nothing in the estimates or specifications of component items shall in any way limit the City or require release based on each line item, and Developer agrees it continues to be obligated to complete and guarantee completion of all Subdivision Improvements. The parties agree that the Bond shall serve as security to guarantee the construction, installation and completion of the required subdivision-related public improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the City regulating the same. The Developer

expressly assumes all responsibility to ensure the construction, completion, and installation of the Subdivision Improvements and the Developer understands and agrees that failure to maintain the Bond without replacing it with adequate security will be a violation of City ordinances, including Section 16.340 of the UDO.

2. The Bond guarantees the construction, installation, and completion of all outstanding Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this Deposit Agreement by reference and as summarized in the attached Exhibit 'B' and as required by the ordinances and regulations of the City. Any release of part of or a portion of the Bond is only an accommodation to the Developer and is not a waiver of any kind by the City of its rights under the Deposit Agreement that the entire Bond guarantees each and every improvement. The City Attorney and City Manager for the City, acting in conjunction, may at any time during the period of the Bond accept a substitution of principal or sureties on the Bond.

3. The Developer guarantees that all Subdivision Improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the City not later than **one year** after the date of this Agreement Date appearing on the signature page below ("Completion Date"). The Completion Date may be extended by the written mutual agreement of the parties. The Developer understands that the City will only consider such a request if the Developer obtains sufficient replacement security prior to the expiration of the Bond. The Developer agrees to install, construct and complete the Subdivision Improvements in accordance with its independent contract with the General Contractor, and the Developer agrees that this contract will provide for the installation, construction and completion of the Subdivision Improvements in accordance with Approved Improvement Plans and the ordinances of the City.

4. (a) That the City may, through written authorization of the City Engineer, authorize the release or reduction of portions of the Bond upon completion of components within categories and shall release corresponding portions of the Bond upon completion of categories of improvements as provided that a qualified, licensed engineer employed by or on behalf of the Developer certifies to the City the completion of such work; PROVIDED FURTHER that in no event shall the City release any part of the Bond except as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the Developer shall first make written request for inspection, and include therewith a certification by the Developer's engineer, to the City Engineer. Upon receipt of the Developer's written request for inspection and certification by the Developer's engineer, the City (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the Developer. Upon receipt of the inspection report, the City Engineer will review the report, verify that the Subdivision Improvement complies with all laws and requirements of the City, and authorize such release.

(c) No category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category of Subdivision Improvement may be deemed to be complete until there is a certification by the City that the category of Subdivision Improvement is complete. No certification shall be issued by the City unless all of the following takes place: (i) the Developer submits a written request to the City for inspection of the Subdivision Improvements; (ii) the inspection is completed by the City's inspector who determines that the Subdivision Improvement is complete and recommends to the City Engineer that it be released; and (iii) the City Engineer reviews the City Inspector's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the City, and authorizes such release.

(d) Upon certification by the City Engineer that the construction and installation of a category of Subdivision Improvement is complete (in accordance with 4(b) and (c) above), the City shall authorize the release of the Estimated Cost originally retained for that category *minus* a maximum retention of five percent (5%), as otherwise provided in this Section 4, with said release of funds to take place within 30 days of the City's Engineer's certification as provided for in Section 16.340.D of the UDO. The Developer shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire Bond for all categories.

(e) IN NO EVENT SHALL the City be required to release more than ninety-five percent (95%) of the Bond, until the City has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the City.

5. The Developer shall in all respects comply with all applicable laws and regulations pertaining to the construction, completion, dedication and installation of the Subdivision Improvements. This Deposit Agreement shall not be deemed to create any commitment by the City to accept any improvement for dedication and maintenance.

6. Upon completion of the final category of Subdivision Improvements and compliance with all ordinances, laws and regulations relating to dedication of the Subdivision Improvements to the City, the final Bond amounts shall be released within 30 days of certification of completion by the City Engineer.

7. Exercise or waiver by City of any enforcement action under this Deposit Agreement or the City's Code of Ordinances does not waive or foreclose any other or subsequent enforcement action whatsoever. The Bond placed under this Deposit Agreement shall be governed by the provisions of the City's Code of Ordinances, including, without limitation, the UDO and the subdivision regulations contained therein, and the Developer agrees to the provisions thereof as if set forth herein. The City shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Deposit Agreement.

8. The City and Developer hereby accept this agreement as a lawful and satisfactory Deposit Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Approved as to form:

Brian W. Head, *City Attorney*

QuikTrip Corporation

By: [Signature]
Jason Acord, Division Real Estate Manager

Notary for QuikTrip Corporation

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

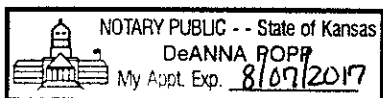
BE IT REMEMBERED, that on this 2nd day of December, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jason Acord, the Division Real Estate Manager for the QuikTrip Corporation, who is personally known to me to be the same person who executed the within instrument on behalf of QuikTrip Corporation, and such person duly acknowledged the execution of the same to be the act and deed of QuikTrip Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

DeAnna Popp
NOTARY PUBLIC

My Commission Expires:
8/09/2017

[SEAL]



Notary for City Lee's Summit

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

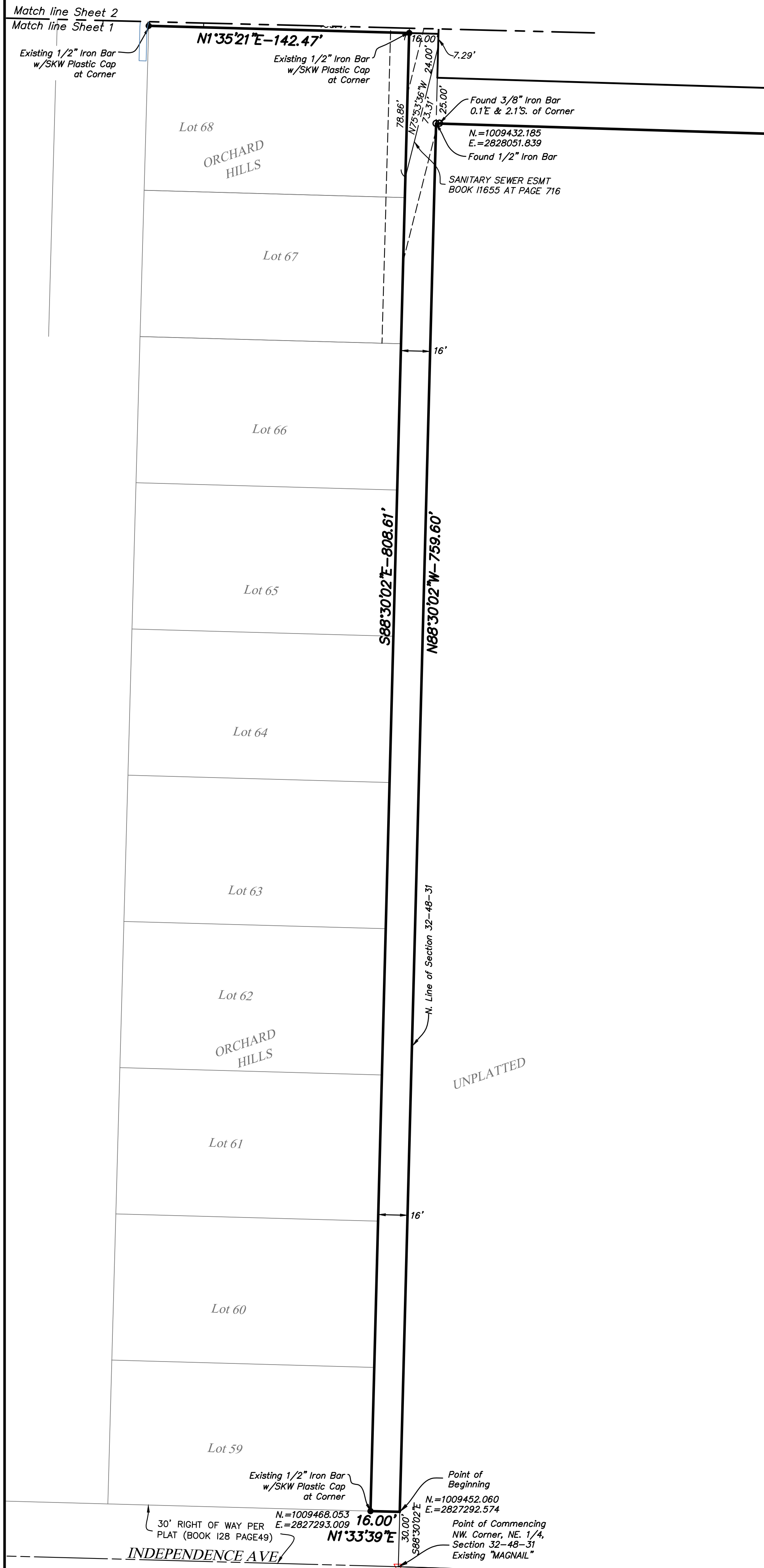
[SEAL]

EXHIBIT 'A' - FINAL PLAT

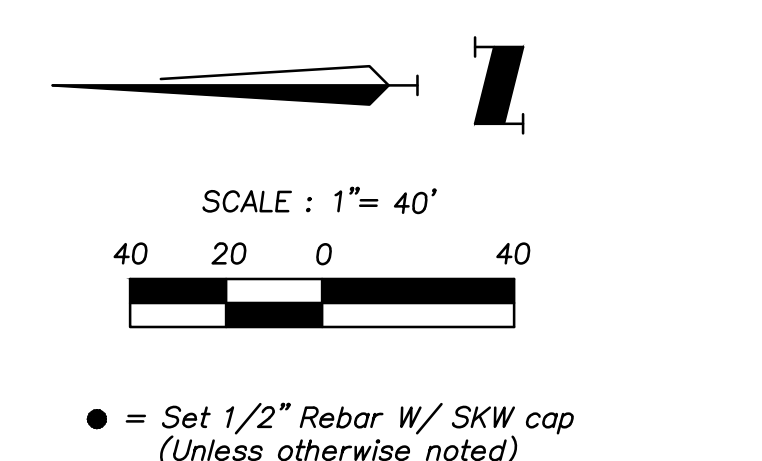
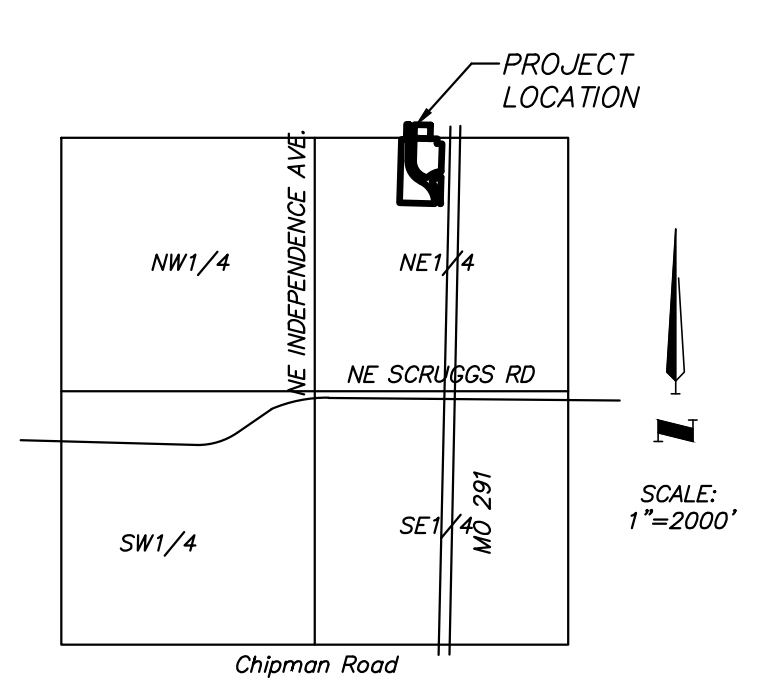
[see attached]

FINAL PLAT QUIKTRIP NO. 0191

LOTS 69 THRU 71, ORCHARD HILLS & THE NE 1/4,
SECTION 32, TOWNSHIP 48, RANGE 31 & SE 1/4,
SECTION 29, TOWNSHIP 48, RANGE 31, CITY OF LEE'S
SUMMIT, JACKSON COUNTY, MISSOURI



TRACT C
29,443 Sq. Ft. 660.22'
UNPLATTED
N01°46'26\"/>



GENERAL NOTES:
Bearings shown hereon are in accordance with the State Plane Coordinate System, Missouri West Zone, NAD83. [CAF=0.999898142]
Coordinate information shown hereon are State Plane Missouri West Zone NAD83 Coordinates, based on GPS observation using the MoDot VRS Network.
Accuracy Standard is Type "Urban"

ZONING NOTE:
The subject property is zone "CP1 - Planned NeighborhoodCommercial"

FLOOD ZONE NOTE:
This property lies within:
1. FLOOD ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain.
2. OTHER FLOOD AREAS FLOOD ZONE X, defined as Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
3. SPECIAL FLOOD HAZARD AREAS (SFHAS) subject to inundation by the 1% annual chance flood ZONE AE, defined as Base Flood Elevations determined, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Agency's National Flood Insurance Program for Lee's Summit, Jackson County, Missouri, Map Number 29095C0311F, dated September 29, 2006 and Map Number 29095C0305F, dated September 29, 2009.

SURVEYOR'S CERTIFICATION: I hereby certify that the plat titled "QUIKTRIP NO. 0191", a subdivision, is based on an actual field survey made by me or under my direct supervision and that said survey meets or exceeds the current "Minimum Standards for Property Surveys" as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri and the Missouri Standards for Property Boundary Surveys established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further state that I have complied with the statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

BY: _____
TIMOTHY L. JOHANNES, MO. PLS-2133

DEVELOPER
QuikTrip Corporation
4705 South 129th East Ave.
Tulsa, Ok 74134
(918) 615-7147

SHAFER, KLINE & WARREN, INC.
ENGINEERS ~ SURVEYORS
11250 CORPORATE AVENUE, LENEXA, KANSAS 66219
PHONE (913) 888-7800 FAX (913) 888-7868

LEGAL DESCRIPTION:
All that part of the SE 1/4 of Section 29, Township 48, Range 31, and the NE 1/4 of Section 32, Township 48, Range 31, and Lots 69-71, ORCHARD HILLS, a subdivision of land, all in the City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:
Commencing at the Northwest corner of the NE 1/4 of said Section 32; thence S 88° 30' 02" E, along the North line of said NE 1/4, a distance of 30.00 feet, to a point on the East right-of-way line of Independence Avenue, as now established, said point being the Point of Beginning; thence N 1° 33' 39" E, along the East line of said Independence Avenue, a distance of 16.00 feet, to the Southwest corner of Lot 59 of said ORCHARD HILLS; thence S 88° 30' 02" E, along the South line of Lots 59 thru 68, of said ORCHARD HILLS, a distance of 808.61 feet, to the Southeast corner of said Lot 68; thence N 1° 35' 21" E, along the East line of said Lot 68, a distance of 142.47 feet, to the Northeast corner of said Lot 68; thence S 88° 25' 04" E, along the North line of said Lots 69 thru 71, a distance of 250.00 feet, to a point on the West right-of-way line of Missouri Route 291, as now established, said point being the Northeast corner of said Lot 71; thence S 01° 35' 21" W, along said West right-of-way line, being the East line of said Lot 71, a distance of 142.52 feet, to the Southeast corner of said Lot 71; thence S 88° 25' 24" E, along said west right-of-way line, a distance of 73.12 feet; thence S 1° 40' 04" W, along said west right-of-way line, a distance of 50.46 feet; thence S 88° 19' 56" E, along said West right-of-way line, a distance of 52.00 feet; thence S 1° 40' 04" W, along said West right-of-way line, a distance of 583.50 feet; thence S 4° 02' 34" E, along said West right-of-way line, a distance of 42.04 feet; thence N 88° 28' 09" W, along the North line of Lot 1 and Tract A, WINDSOR COMMONS, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 429.51 feet; thence N 1° 46' 26" E, a distance of 660.22 feet, to a point on the North line of the NE 1/4 of said Section 32; thence N 88° 30' 02" W, along said North line, a distance of 759.60 feet, to the point of beginning.

The above described tract of land contains 332,365 square feet, or 7.630 acres, more or less.

DEDICATIONS:
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "QUIKTRIP NO. 0191".
The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as streets or public ways not heretofore dedicated. Acceptance of the dedication of land for public right-of-way purposes described on this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

An easement is hereby granted to the City of Lee's Summit, Missouri to enter upon, construct, maintain, use and authorize the location, of conduits for providing water, gas, cable, electric, sewers, and other utility services, including related facilities and appurtenances thereto, and drainage facilities, upon, under, over, and across those areas outlined and designated on this plat as "Utility Easement" or "U/E", and further, subject to administration and regulation by the City, the subordinate use of such areas by other governmental entities and utilities, franchised or authorized to do business in the City of Lee's Summit, Missouri.

An easement is hereby granted to the City of Lee's Summit, Missouri to enter upon, construct, maintain, use and authorize the location of sewers, upon, under, over, and across those areas outlined and designated on this plat as "Sanitary Sewer Easement" and further, subject to administration and regulation by the City, the subordinate use of such areas by other governmental entities and utilities, franchised or authorized to do business in the City of Lee's Summit, Missouri.

QuikTrip Corporation, an Oklahoma Corporation on behalf of himself, his heirs, his assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 527.188 RSMo. (2006) any right to request restoration of rights previously transferred and vacation of the easements herein granted.

A Phase I and Phase II Environmental Study will be completed for the site. The result of this investigation will locate any known wells.
Tracts A & B will be maintained by a single ownership entity.
Tract C to be dedicated to the adjoining owner.
The individual lot owner(s) shall not change or obstruct the drainage flow lines on the lots covered by the Master Drainage Plan, unless specific application is made and approved by the City Engineer.

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its hand.

QUIKTRIP CORPORATION, an Oklahoma corporation

Jason Acord, Real Estate Manager

County of _____)
State of _____) SS

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Jason Acord, of QUIKTRIP CORPORATION, an Oklahoma corporation, Real Estate Manager, to me personally known to be the same person who executed the within instrument and duly acknowledged the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Appointment Expires: _____

Approved by the Governing Body of the City of Lee's Summit, Missouri

Randy Rhoads, Mayor _____ Date _____ ATTEST: Denise Chisum, City Clerk _____ Date _____

George Binger, City Engineer _____ Date _____ Robert McKay, Director of Planning and Codes Administration _____ Date _____

_____, Secretary _____ Date _____

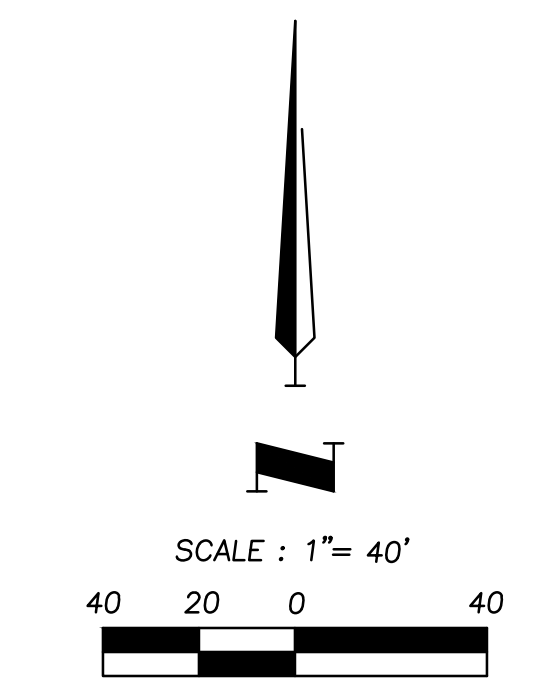
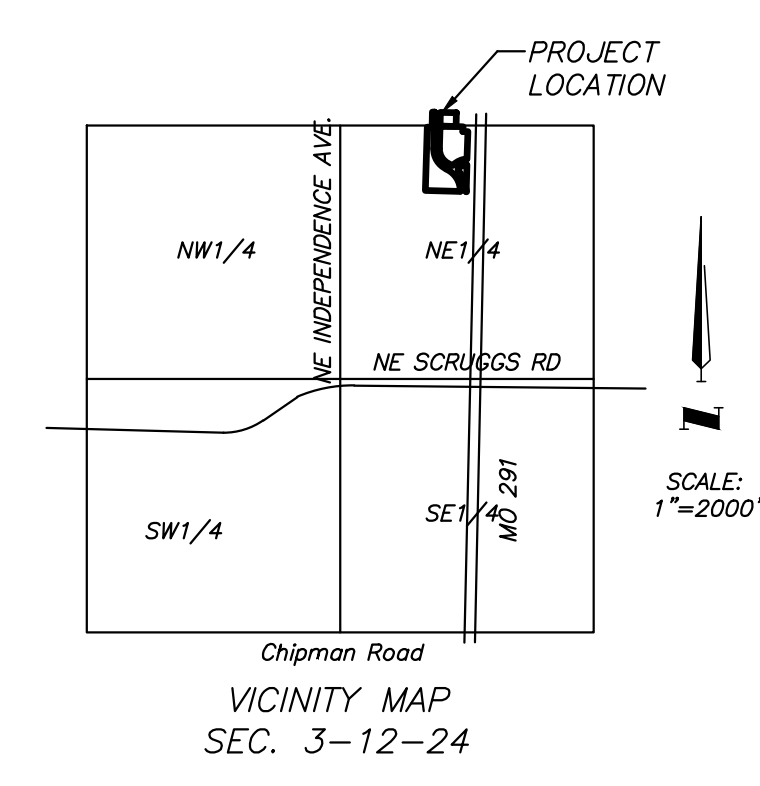
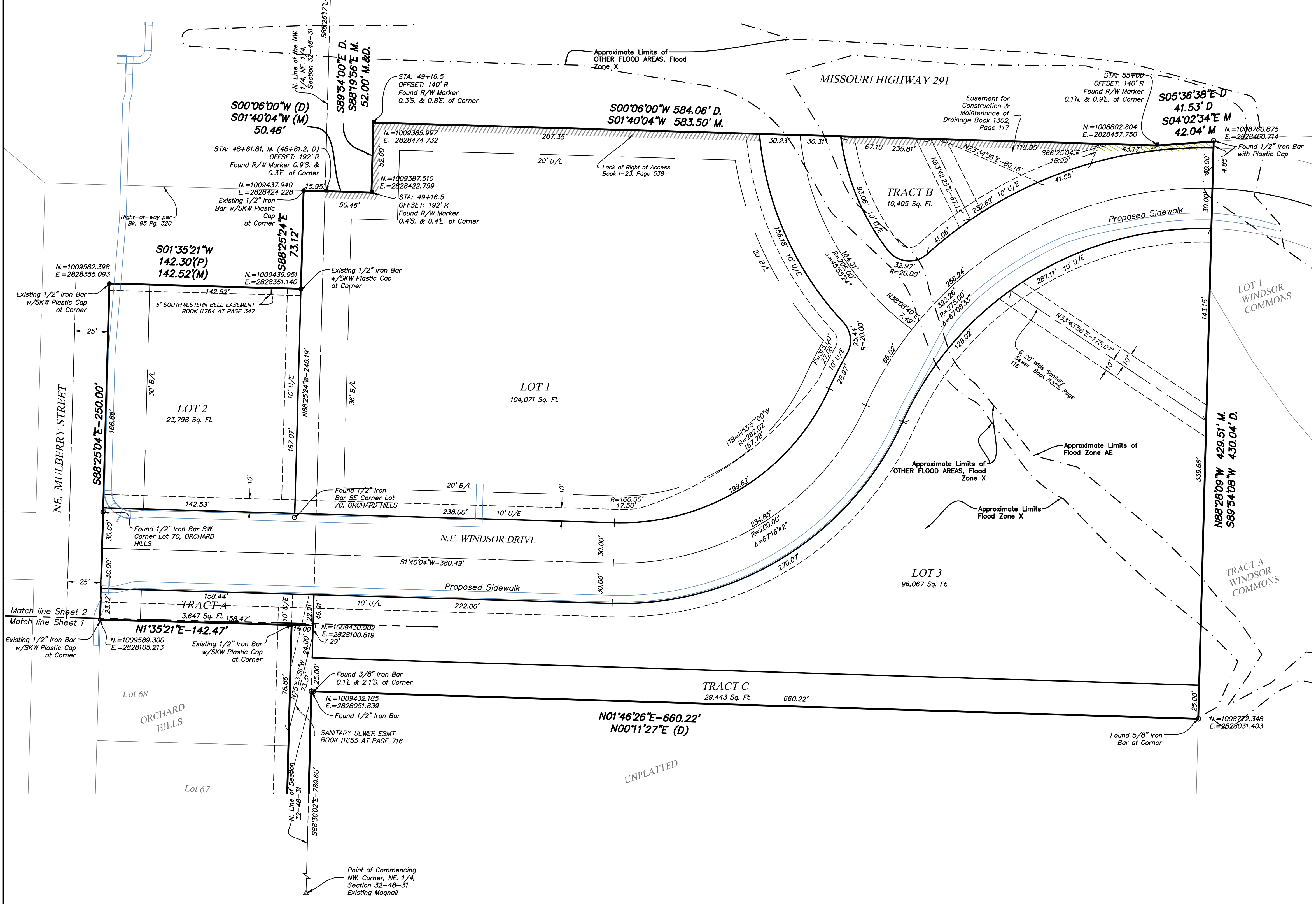
Approved by the Jackson County, Missouri Assessors Office this _____ day of _____, 20____.

Bob Murphy, Accessor _____ Date _____

FINAL PLAT

QUIKTRIP NO. 0191

LOTS 69 THRU 71, ORCHARD HILLS & THE NE 1/4,
SECTION 32, TOWNSHIP 48, RANGE 31 & SE 1/4,
SECTION 29, TOWNSHIP 48, RANGE 31, CITY OF LEE'S
SUMMIT, JACKSON COUNTY, MISSOURI



● = Set 1/2" Rebar W/ SKW cap (Unless otherwise noted)

GENERAL NOTES:
Bearings shown hereon are in accordance with the State Plane Coordinate System, Missouri West Zone, NAD83. [CAF=0.999898142]
Coordinate information shown hereon are State Plane Missouri West Zone NAD83 Coordinates, based on GPS observation using the MoDot VRS Network.
Accuracy Standard is Type "Urban"

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DEVELOPER
QuikTrip Corporation
4705 South 129th East Ave.
Tulsa, Ok 74134
(918) 615-7147

EXHIBIT 'B' - ESTIMATE SHEET

<i>QuikTrip 191- Windsor Road Extension</i>		December 2, 2016
ENGINEER'S OPINION OF CONSTRUCTION PROBABLE COST		
Item No.	Item Description	Item Total
WINDSOR ROAD EXTENSION- PUBLIC IMPROVEMENTS		
1	Windsory Paving/ Quantities per drawings	125,257.00
2	Spoil Removal	17,445.00
3	Grade, Backfill Curbs	14,000.00
4	Erosion Control	7,000.00
5	Erosion Control Maintenance	2,500.00
6	Windsor Curbs and Sidewalk	66,285.00
7	Relocate Community Mailbox	2,500.00
8	Windsor Signage	540.00
9	Windsor Traffic Control	3,700.00
10	Survey/Staking	16,980.00
11	Base Rock/Quantities per drawings	35,000.00
12	Fly Ash/Quantities per drawings	27,000.00
13	Sod	13,933.00
14	Seed and Matting	6,850.00
15	Public Water Main	64,415.00
16	Public Storm	86,056.00
17	Public Sewer	23,000.00
18	Culvert with Wing Walls	626,009.10
19	Mobilization	561.00
	Sub Total	1,139,031.10
MULBERRY & HWY 291- PUBLIC IMPROVEMENTS		
20	Mulberry & 291 Paving/Quantities per drawings	\$145,086.00
21	Temp Roads	10,000.00
22	Mulberry & 291 Curb/Sidewalk	91,669.00
23	Mulberry & 291 Traffic Control	25,897.00
24	Mulberry & 291 Pavement Markings	17,133.00
25	Mulberry & 291 Signage	7,100.00
26	Demo Storm Sewer/Raise MH, Valve Box etc..	6,880.00
27	Public Storm Sewer	34,129.00
28	Survey/Staking	14,880.00
29	Stone Col/PVC Fence Relocate - Allowance	5,000.00
30	Base Rock/Quantities per drawings	24,000.00
31	Fly Ash/Quantities per drawings	18,500.00
32	Spoil Removal	2,002.00
33	Seed and Matting	4,230.00
34	Saw & Demo Asphalt, Curb	31,500.00
35	Grade Paving, Sidewalks/Backfill Curbs/Haul off	35,000.00
36	Erosion Control	6,000.00
37	Erosion Control Maintenance	2,500.00
	Sub Total	481,506.00
	PROJECT TOTAL	1,620,538.00