

**FIRST AMENDMENT TO SALES TAX REIMBURSEMENT AGREEMENT BETWEEN  
QUIKTRIP CORPORATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR  
QUIKTRIP #191 AT MULBERRY STREET AND MISSOURI HIGHWAY 291**

THIS FIRST AMENDMENT TO SALES TAX REIMBURSEMENT AGREEMENT (the "First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between QuikTrip Corporation, an Oklahoma corporation authorized to do business in the state of Missouri (the "Developer"), and the City of Lee's Summit, Missouri, a municipal corporation (the "City").

WHEREAS, on January 7, 2016, the Lee's Summit City Council (the "City Council") concluded a public hearing for Application #PL2015-143, for a preliminary development plan for a QuikTrip development located south of Mulberry Street and west of Missouri Highway 291, together with associated site improvements, on property legally described in Exhibit A (the "Property"), which will be purchased by the Developer, and which will be developed as a QuikTrip convenience store (the "Development") as shown in Exhibit B, a map of the preliminary development plan; and

WHEREAS, following the public hearing for the Development, the City Council voted to approve the application for the Development subject to the Developer entering into a Sales Tax Reimbursement Agreement with the City to provide for certain Improvements as defined in the Agreement some of which are necessary for the Development and some which are desired by the City; and

WHEREAS, the City Council determined that in order to mitigate the impact of the vehicular traffic patterns that will be generated by the Development and to protect the public health, safety and general welfare, the Improvements should be made in conjunction with the Development; and

WHEREAS, as part of consideration of the preliminary development plan, the City Council reviewed a traffic study submitted by the Developer and determined that there is a need for traffic improvements along Missouri Highway 291 and Mulberry Street and the City desires that the Developer construct Windsor Road, south of Mulberry Street, so that it connects to the existing termination of Windsor Road south of the Property; and

WHEREAS, on February 19, 2016, the City and Developer executed the Sales Tax Reimbursement Agreement for said Improvements which was recorded with the Jackson County Recorder's Office on February 22, 2016 as Document No. 2016E0014952 ("Agreement") in which the City agreed to reimburse Developer for certain Improvements as identified in the Agreement; and

WHEREAS, since the execution of the Agreement, Developer has encountered significant increased costs due to events outside of Developer's control, including regulations of the Federal Emergency Management Agency for the culvert crossing; and

WHEREAS, the City has reviewed the increased costs and determined that the Eligible Reimbursable Costs as defined in the Agreement should be amended to recognize the increased

costs of the Eligible Improvements as defined in the Agreement and reimburse Developer for those increased costs; and

WHEREAS, the City is authorized to enter into this Agreement with the Developer pursuant to the provisions of Section 70.210, et seq., RSMo.; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. That Section 3, Reimbursement, of the Agreement shall be deleted and, in lieu thereof, a new Section 3, Reimbursement, shall be inserted and adopted to read as follows:

3. **Reimbursement.** The City shall reimburse the Developer for the Eligible Reimbursable Costs incurred by the Developer to design, engineer and construct the Eligible Improvements, subject to the limitations of this Agreement and compliance by the Developer with the provisions of this Agreement. The maximum amount of reimbursement is 100% of the amount of the qualified bidder for the Eligible Improvements as determined by Developer and the City Engineer not to exceed One Million Four Hundred Thirty-Eight Thousand Eighty Dollars and No Cents (\$1,438,080.00) plus interest at a rate of 3.5% per annum. Interest shall be calculated from and after the date of issuance of a certificate of final completion for the Eligible Improvements. Interest shall continue to accrue until the earlier to occur of: a) the date that is 15 years from the date of the issuance of a certificate of occupancy for the Development, unless the Developer is eligible for reimbursement from the source described in subsection 3.A & B below, in which case interest will continue to accrue while the Developer remains eligible for reimbursement under subsection 3.A & B; or b) the date that the Developer has been paid the maximum amount of reimbursement set forth above. The reimbursement funds shall come solely from the following sales tax revenues generated by the Development from the date of issuance of a certificate of occupancy for the Development and continuing for the periods of time referenced in this section, and subject to the maximum amount of reimbursement set forth above:

A. One Hundred Percent (100%) of the City's One Percent (1%) general sales tax generated from sales at the Development for a period of fifteen years following the date of the first reimbursement made by the City; and

B. One Hundred Percent (100%) of the City's One Half Percent (½%) transportation sales tax generated from sales at the Development for a period of fifteen years following the date of the first reimbursement made by the City.

Reimbursement payments shall be made by the City on a quarterly basis, beginning with the first quarter after the issuance of a certificate of occupancy for

the Development, provided that the Developer has provided documentation to the Director of Finance showing the amount of Eligible Reimbursable Costs that it has paid and for which is it seeking reimbursement. This documentation shall include an itemized statement of costs and documentation indicating that all contractors, engineers or other parties that have provided goods or services for the Eligible Improvements have been paid in full by the Developer, and, where applicable, that such payments were made in conformity with the Prevailing Wage law as required by Section 8 of this Agreement.

- B. That Section 4, Timing of Issuance of Certificates of Occupancy, of the Agreement shall be deleted and, in lieu thereof, a new Section 4, Timing of Issuance of Certificates of Occupancy, shall be inserted and adopted to read as follows:

4. **Timing of Issuance of Certificates of Occupancy.**

- A. The Developer may not receive certificates of occupancy for any structure in the Development until a certificate of substantial completion has been provided to Developer by the City Engineer for the Eligible Improvements identified on Exhibits C and D as "Windsor Drive at Mulberry (Area #3) and Mulberry Street (Area #4), and such certificate shall not be unreasonably withheld, conditioned or delayed. The Parties understand that the construction of the Eligible Improvements will include a two phase project given the requirement of additional approvals from approving jurisdictions for the Creek Crossing (Area #2). The Developer will complete construction of the Creek Crossing (Area #2) and Windsor Drive, west of crossing (Area #1) once Developer receives approval of the approving jurisdictions for the creek crossing.

- C. That Section 15, Effective Date and Term, of the Agreement shall be deleted and, in lieu thereof, a new Section 15, Effective Date and Term, shall be inserted and adopted to read as follows:

15. **Effective Date and Term.** This Agreement shall be effective upon notice from the Developer to the City that the Developer has acquired the Property and will complete the Development in accordance with the plans approved by the City. The Agreement shall terminate upon full payment of all Eligible Reimbursable Costs as provided in Section 3 hereof or fifteen years after the date of the first reimbursement made by the City pursuant to Section 3, whichever date first occurs.

- D. That Exhibit "D" of the Agreement, "Eligible Improvements Estimated Costs", is hereby deleted and replaced in its entirety and a new Exhibit "D", "Eligible Improvements Estimated Costs", is inserted which is attached hereto as the new Exhibit "D" and incorporated herein by reference.
- E. Except as amended in this First Amendment, all of the terms, covenants, conditions, agreements and provisions set forth in the Agreement shall remain unchanged and are hereby reaffirmed, ratified, confirmed and approved in their entirety and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions

of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall in all instances govern and control.

- F. All capitalized terms set forth in this First Amendment shall have the meanings given to them in the Agreement, unless otherwise specifically defined in this First Amendment.

[SIGNATURES ON FOLLOWING PAGES]

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

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Steven A. Arbo, *City Manager*

Approved as to form:

\_\_\_\_\_  
Brian Head, *City Attorney*

Notary for City of Lee's Summit

STATE OF MISSOURI     )  
  )   ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 is 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**  
LEGAL DESCRIPTION FOR PROPERTY

All that part of Lots 69 and 70 ORCHARD HILLS, a subdivision in part of the West Half of the Southeast Quarter of Section 29, Township 48 Range 31, in Lee's Summit, Jackson County, Missouri, described as follows:

Commencing at the Southwest Corner of aforesaid Lot 69; thence South 88 degrees 25 minutes 24 seconds East along the South line of said Lot 69, a distance 22.92 feet to the Point of Beginning of the tract of land to be herein described; thence continuing South 88 degrees 25 minutes 24 seconds East along the South line of said Lots 69 and 70, a distance of 60.00 feet; thence North 01 degree 35 minutes 21 seconds East, 142.53 feet to a point on the South right-of-way of Mulberry Street, as now established and the North line of said Lots 69 and 70; thence North 88 degrees 25 minutes 04 seconds West, along said South right-of-way and said North Line of Lots 69 and 70, a distance of 60.00 feet; thence South 01 degree 35 minutes 21 seconds West, 142.54 feet to the Point of Beginning. Containing 8,522 square feet or 0.196 acres, more or less.

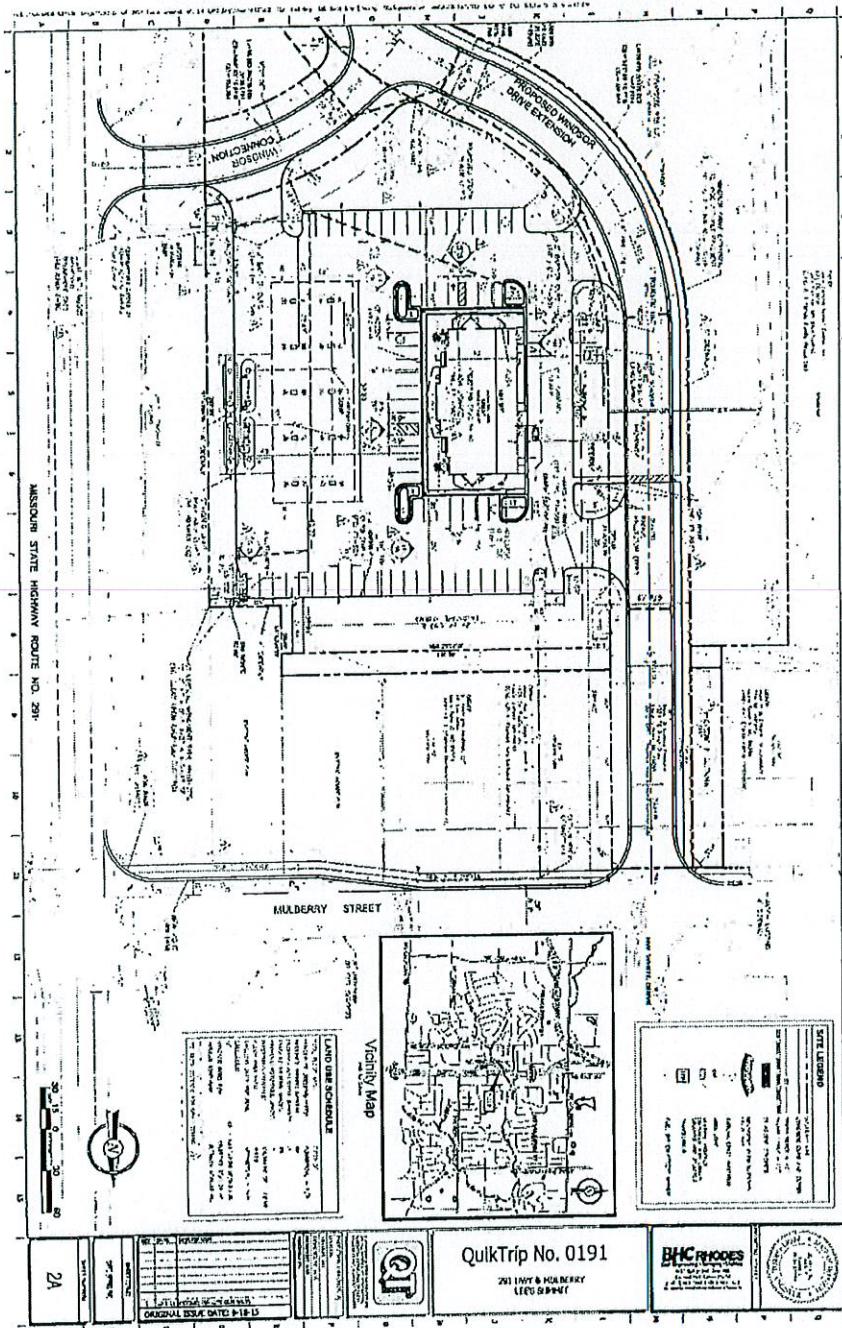
AND

All that part of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 48 Range 31, in Lee's Summit, Jackson County, Missouri, described as follows: Beginning at a point on the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 32 that is 789.60 feet (791.29 feet Deed) East of the Northwest corner thereof; thence South 88 degrees 25 minutes 24 seconds East, along said North line of Section 32, a distance of 49.00 feet; thence North 1 degree 35 minutes 21 seconds East, 16.00 feet; thence South 88 degrees 25 minutes 24 seconds East, 323.10 feet to a point on the right of way line of Highway M-291, South 1 degree 38 minutes 20 seconds West (South 00 degrees 06 minutes 00 seconds West, deed), along said right of way line, a distance of 50.46 feet; thence South 88 degrees 19 minutes 56 seconds East (South 89 degrees 54 minutes 00 seconds East, Deed), along said right of way line, a distance of 52.00 feet; thence South 01 degree 40 minutes 04 seconds West, continuing along said right of way line, a distance of 583.50 feet (South 00 degrees 06 minutes 00 seconds West, 584.06 feet, Deed) to a point 140.00 feet right of Highway Station 55+00; thence South 04 degrees 0 minutes 34 seconds East, continuing along said right of way line, a distance of 42.04 feet (South 05 degrees 36 minutes 38 seconds East, 41.53 feet, Deed) to a point on the South line of the North 1/2 of said quarter, quarter section; thence North 88 degrees 28 minutes 09 seconds West along said South line of the North 1/2 of said quarter, quarter section, a distance of 429.51 feet (South 89 degrees 54 minutes 08 seconds West, 430.04 feet Deed) to a point that is 791.51 feet Easterly of the West line of said quarter, quarter section; thence North 01 degree 46 minutes 26 seconds East (North 00 degrees 11 minutes 27 seconds East, Deed), 660.22 feet to the point of beginning. Containing 283,793 square feet or 6.515 acres, more or less.





**EXHIBIT B**  
**MAP OF THE PRELIMINARY DEVELOPMENT PLAN**  
*Continued*



**EXHIBIT D**  
**ELIGIBLE IMPROVEMENTS ESTIMATED COSTS**

Area #1, #2, and #3

Windsor Paving/Quantities per drawings	\$	125,257.00
Spoil Removal	\$	17,445.00
Grade, Backfill Curbs	\$	14,000.00
Erosion Control	\$	7,000.00
Erosion Control Maintenance	\$	2,500.00
Windsor Curbs and Sidewalk	\$	66,285.00
Relocate Community Mailbox	\$	2,500.00
Windsor Signage	\$	540.00
Windsor Traffic Control	\$	3,700.00
Survey/Staking	\$	16,980.00
Base Rock/Quantities per drawings	\$	35,000.00
Fly Ash/Quantities per drawings	\$	27,000.00
Sod	\$	13,933.00
Seed and Matting	\$	6,850.00
Public Water Main	\$	64,415.00
Public Storm	\$	86,056.00
Culvert with Wing Walls	\$	626,009.10
Totals:	\$	1,115,470.10

Area #4

Mulberry & 291 Paving/Quantities per drawings	\$	145,086.00
Temp Roads	\$	10,000.00
Mulberry & 291 Curb/Sidewalk	\$	91,669.00
Mulberry & 291 Traffic Control	\$	25,897.00
Mulberry & 291 Pavement Markings	\$	17,133.00
Mulberry & 291 Signage	\$	7,100.00
Demo Storm Sewer/Raise MH, Valve Box etc..	\$	6,880.00
Public Storm Sewer	\$	34,129.00
Survey/Staking	\$	14,880.00
Stone Col/PVC Fence Relocate - Allowance	\$	5,000.00
Base Rock/Quantities per drawings	\$	24,000.00
Fly Ash/Quantities per drawings	\$	18,500.00
Spoil Removal	\$	2,002.00
Seed and Matting	\$	4,230.00
Saw & Demo Asphalt, Curb	\$	31,500.00
Grade Paving, Sidewalks/Backfill Curbs/Haul off	\$	35,000.00
Erosion Control	\$	6,000.00
Erosion Control Maintenance	\$	2,500.00
Totals:	\$	322,609.02