
MEMORANDUM OF UNDERSTANDING

between the

CITY OF LEE'S SUMMIT, MISSOURI,

and

QUIKTRIP CORPORATION

dated as of

_____, 2024

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into as of this ___ day of _____, 2024, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and the **QUIKTRIP CORPORATION**, an Oklahoma corporation that is authorized to conduct business in the state of Missouri (“**QuikTrip**”), (the City and QuikTrip being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this MOU.)

RECITALS

A. The Project and Existing Contracts.

1. The City has engaged in planning and preparation efforts to proceed with transportation improvements to the Highway 50 and Highway 291 North Interchange and the relocation of Blue Parkway on the north side of Highway 50 in coordination with the interchange project (collectively the “**Project**”). The City and the Missouri Highways and Transportation Commission (MHTC) executed a Cost Share Agreement dated January 10, 2022 which is attached hereto as **Exhibit A** and incorporated herein by reference (the “**Cost Share Agreement**”).

2. The City and MHTC executed a “Missouri Highways and Transportation Commission Road Relinquishment Agreement” dated April 1, 2024 which is attached hereto as **Exhibit B** and incorporated herein by reference (the “**Road Relinquishment Agreement**”). The Road Relinquishment Agreement provides for the transfer of certain portions of Blue Parkway from the State to the City in connection with the Project including that portion immediately adjacent to the QuikTrip property within the Project area. The portion of Blue Parkway that are not being relocated is expected to be released by MHTC on or about the Acquisition Date, as defined herein. The remaining portions of Blue Parkway that will be relocated are expected to be released by MHTC when construction or the new improvements is ready to commence. When Blue Parkway is fully transferred to the City, the City will be in a position to vacate that portion of Blue Parkway that will be transferred to QuikTrip according to the terms of this MOU. The Parties seek to coordinate their efforts to facilitate a sequence of transactions that allows for the construction of the new QuikTrip store in concert with the Project.

3. The City has prepared a tentative schedule of events for the Project pursuant to the terms and conditions of the Cost Share Agreement and Road Relinquishment Agreement. The tentative schedule is set forth in **Exhibit C** and incorporated herein by reference (the “**Tentative Schedule**”). The Parties acknowledge and agree that the Tentative Schedule has been prepared by the City and is intended to provide an estimate of the approximate dates for key events associated with the Project. The actual schedule for the Project is controlled largely by MoDOT and is subject to changes according to the Cost Share Agreement, the Road Relinquishment Agreement, any amendments to those agreements, and any subsequent implementation agreements between the City and MHTC and its contractors for implementation of the Project, including unforeseen events that trigger any authorized delay provisions in such agreements.

B. The QuikTrip Property.

1. In order to allow for the relocation of Blue Parkway as part of the Project, a certain portion of the property that is owned by QuikTrip at the location illustrated on Exhibit C to the Cost Share Agreement, which is shown in yellow and designated as New Right of Way, will be transferred to the City for right-of-way for the relocated Blue Parkway according to the terms and conditions set forth in this MOU (the “**QuikTrip Parcel**”).

2. Such transfer may initially be in the form of temporary construction easements during the construction period as set forth in Section 3.2.I, to account for encroachments caused by the location of existing structure in the future right-of-way area for such road, to be determined by MoDOT as part of the design and constructing phasing process. The parties agree to cooperate during the construction of the Project and remain in communication with MoDOT staff to facilitate the arrangement set forth in this Agreement to the best of the parties’ abilities.

3. The exact size and configuration of QuikTrip Parcel is not known on the effective date of this MOU, but will become certain by the Acquisition Date as defined herein. Both Parties to this MOU shall agree in writing to confirm and ratify the exact size and configuration of the QuikTrip Parcel once the same becomes certain by the Acquisition Date.

C. The State Property. Certain property that is located to the south of QuikTrip Property, which is currently used for SE Blue Parkway and currently titled in the name of the State of Missouri, will be transferred to the City under the Road Relinquishment Agreement, which is colored in green on Exhibit C to the Cost Share Agreement (the “**State Excess Property**”). The State Excess Property, or the appropriate portion of such property as needed for the new QuikTrip store, in accordance with QuikTrip’s then current store requirements, will be transferred to QuikTrip by the City according to the terms and conditions of this MOU.

D. The City and QuikTrip desire to enter into an agreement to provide for the land transactions discussed above and for the construction of certain improvements that will benefit QuikTrip in connection with the Project.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this MOU are material to this MOU and

are hereby incorporated into and made a part of this MOU as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this MOU that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this MOU shall have the meanings assigned therein. Whenever used in this MOU, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Acquisition Date” means the date on which MoDOT formally authorizes the acquisition of property to be used as right-of-way for the Project. The Acquisition Date is anticipated to occur in approximately fall of 2024, but this date will ultimately be determined by MoDOT as part of the Project implementation process and is not controlled by the Parties to this MOU.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“City Council” means the governing body of the City of Lee’s Summit, Missouri.

“City Manager” means the City Manager of the City, or his/her designee.

“Closing Date” means the date on which the QuikTrip Parcel and the State Excess Parcel are each transferred pursuant to the terms and conditions of this MOU. The Closing Date for each transaction will be mutually agreed upon as described in this MOU. The Closing Date will be established after the Acquisition Date is determined for the Project by MoDOT.

“MHTC” means the Missouri Highways and Transportation Commission, which is the legislative and governing body of MoDOT.

“MoDOT” means the Missouri Department of Transportation, including the MHTC.

“Title Company” means Coffelt Land Title located at 320 SE Tudor Road in Lee’s Summit, Missouri.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by QuikTrip. QuikTrip represents that:

A. QuikTrip is a corporation organized and existing under the laws of the State of Oklahoma.

B. QuikTrip has authority to enter into this MOU and to carry out its obligations under this MOU. By proper action of its board of directors, QuikTrip has been duly authorized to execute and deliver this MOU, acting by and through its duly authorized officers.

C. QuikTrip has no knowledge of litigation or proceedings pending or threatened against QuikTrip affecting the right of QuikTrip to execute or deliver this MOU or the ability of QuikTrip to comply with its obligations under this MOU.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a charter city.

B. The City has authority to enter into this MOU and to carry out its obligations under this MOU, and the Mayor of the City is duly authorized to execute and deliver this MOU.

C. The City has no knowledge of litigation or proceedings pending or threatened against the City affecting the right of the City to execute or deliver this MOU or the ability of the City to comply with its obligations under this MOU.

ARTICLE 3: TRANSACTIONS TO FACILITATE THE PROJECT.

Section 3.1. Acquisition of the State Excess Property by the City. The State Excess Parcel will be transferred to the City as a result of the Road Relinquishment Agreement. The City's ownership of the State Excess Property will allow for, and is a precondition to, transfer of the State Excess Parcel to QuikTrip as set forth in **Section 3.3**. The City anticipates that the State Excess Property will be transferred to the City at the time that MoDOT is prepared to close the current Blue Parkway East of Highway 291 and authorize a temporary alternate route for through traffic from the portion of Blue Parkway which may be outside the boundaries of the Project area to Highway 291 during the construction period of the Project. The City will provide regular updates to QuikTrip as the Project proceeds, so that QuikTrip will have information regarding the expected date that the State Excess Property will be transferred to the City.

Section 3.2. Transfer of the QuikTrip Parcel. The QuikTrip Parcel will be transferred to the City according to the following terms and conditions:

A. QuikTrip Parcel determination. The size of the QuikTrip Parcel that will be needed for the Project will be determined as shown on the plans submitted for MoDOT approval by the Acquisition Date. QuikTrip has acquired adjacent property and certain portions of the acquired property will be included in the QuikTrip Parcel. The Parties agree that the size of the QuikTrip Parcel will be only as large as needed to facilitate the Project and will not include any excess land that is not needed for the Project. Both Parties' written signature shall be required to confirm and ratify the exact size and configuration of the QuikTrip Parcel once the same becomes certain.

B. Consideration. The consideration for the QuikTrip Parcel shall be the transfer of the State Excess Property to QuikTrip. No cash payment, other than payment of expenses as provided herein, shall be made by the City or MoDOT for transfer of the QuikTrip Parcel to the City.

C. Title Commitment. The QuikTrip Parcel will be appraised pursuant to federal requirements for federally funded road projects. The City shall have the option to obtain a title insurance commitment from the Title Company for an ALTA fee owner's policy of title insurance without standard exceptions, in an amount to be determined by the City (the "**QuikTrip Parcel Commitment**"). The QuikTrip Parcel Commitment shall be issued by the Title Company, the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which the City has not objected or if objected to which the City has waived in writing. In no event will QuikTrip be obligated to cure any of the City's title objections or other defect in title to the QuikTrip Parcel, except for those encumbrances and defects that have been caused by QuikTrip and are within QuikTrip's ability to cure. The City shall, at the time of the Closing Date, order a Policy of Title Insurance from the Title Company pursuant to the QuikTrip Parcel Commitment. The cost of the QuikTrip Parcel Commitment and Title Insurance Policy shall be paid for by the City or as a Project cost.

D. Closing Date. The City and QuikTrip will establish a mutually agreeable Closing Date after the Acquisition Date is established for the Project by MoDOT, and the closing for the transaction (the "**QuikTrip Parcel Closing**") shall occur on the agreed-upon Closing Date. No cash payment to QuikTrip shall be made by the City to QuikTrip on the Closing Date because the consideration for the transaction is the transfer of the State Excess Property to QuikTrip. The QuikTrip Parcel Closing may be preceded by a period of time where temporary construction easements are granted to the City during the construction period pursuant to paragraph I of this Section.

E. Possession. Exclusive possession of the QuikTrip Parcel shall be delivered to the City on the Closing Date, subject only to permitted exceptions as established by the Title Insurance Policy; provided, however, in the event the Closing Date occurs prior to the date upon which QuikTrip has received a certificate of occupancy for the new QuikTrip store to be constructed on the State Excess Property, City agrees that QuikTrip will be permitted to remain in occupancy, at no cost to QuikTrip, of that portion of the QuikTrip Parcel necessary to operate the QuikTrip store located thereon until such time as QuikTrip has received such certificate of occupancy (such condition being referred to herein as the "**Holdover Possession**"). In the event of a Holdover Possession, the parties will enter into the license agreement in conformance with the form of license agreement attached hereto as **Exhibit D** (the "**License Agreement**"). The final form of the License Agreement will contain such changes as the parties mutually agree to facilitate the arrangement at the time of the Holdover Possession.

F. Closing and Closing Deliveries. The Closing shall take place via escrow, electronically, at the office of the Title Company, or such other place as the Parties may mutually agree. At Closing, the City and QuikTrip shall execute and deliver the following at Closing:

1. The City shall deliver to the Title Company, or cause to be delivered, via federal wire transfer of funds or automated clearinghouse (ACH) transfer, the closing costs for the transaction.

2. QuikTrip shall execute and deliver a quit claim deed for the QuikTrip Parcel in form and substance reasonably acceptable to the City, together with such

documentary, transfer or other tax affidavits as shall be required by applicable law to permit the recording of such quit claim deed.

3. The City and QuikTrip shall execute and deliver to one another a Closing Statement prepared by the Title Company, if title insurance is obtained by the City.

4. The City shall cause the Title Company to deliver to the City the Title Insurance Policy. The City shall pay any escrow fees and closing fees charged by the Title Company.

5. Upon approval by QuikTrip, QuikTrip shall execute and deliver the affidavit or certificate relating to QuikTrip's representations and warranties as required by the QuikTrip Parcel Commitment.

6. QuikTrip shall deliver to the City exclusive possession of the QuikTrip Parcel, subject only to permitted exceptions as established by the Title Insurance Policy, which shall be used for construction of the Project and any post-closing occupancy by QuikTrip pursuant to Section 3.2.E above. QuikTrip shall be responsible for demolition of any structures on the QuikTrip Parcel.

7. Each of the City and QuikTrip shall execute such other instruments and documents as are reasonably required by the other Party or the Title Company to effectuate the Closing.

8. QuikTrip's obligation to convey the QuikTrip Parcel to the City is expressly contingent upon the conveyance of the State Excess Property by the City to QuikTrip, with a reversionary clause in the QuikTrip Parcel deed that (a) the QuikTrip Parcel will be conveyed back to QuikTrip in the event that the project does not proceed prior to letting and (b) the reversionary clause terminates when the interchange project is let by MoDOT.

G. QuikTrip's Covenants as Seller. From the date of this MOU until the Closing Date:

1. QuikTrip shall operate, repair and maintain the QuikTrip Parcel in the same manner as the same have heretofore been maintained and shall permit no wasting of the property.

2. QuikTrip shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the QuikTrip Parcel, without the City's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, QuikTrip shall not transfer any of the QuikTrip Parcel, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the QuikTrip Parcel which is not cancelable on and as of the Closing Date, without the City's prior written consent, in each such instance.

H. Broker. The Parties hereby certify, represent and warrant, each to the other, they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or

salesperson in connection with this sale of the QuikTrip Parcel. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

I. Temporary Construction Easements. Based upon the construction sequence approved by MoDOT for the Project, temporary construction easements may be needed from QuikTrip for construction activities for the Project prior to the date that the QuikTrip Parcel is transferred to the City. QuikTrip agrees to grant temporary construction easements to the City or MoDOT as needed for the Project; provided, any such easements shall require sufficient vehicular access to the QuikTrip store located on the QuikTrip Parcel or to the QuikTrip store located on the State Excess Property, as applicable, to permit QuikTrip to operate such store.

Section 3.3. Transfer of the State Excess Property. The State Excess Property will be transferred to QuikTrip according to the following terms and conditions:

A. State Excess Parcel determination. The size and configuration of the State Excess Property will be determined after the relocation of Blue Parkway has been fully designed for the Project, and is expected to be known by the Acquisition Date.

B. Purchase Price. The purchase price for the State Excess Property shall be \$1 and the other good and valuable consideration provided by QuikTrip pursuant to the several transactions described in this MOU, including, without limitation, the conveyance of the QuikTrip Parcel to the City.

C. Title Commitment. The City shall obtain a title insurance commitment from the Title Company for an ALTA fee owner's policy of title insurance without standard exceptions, in an amount to be determined by QuikTrip (the "**State Excess Property Commitment**"). The State Excess Property Commitment shall be issued by the Title Company, the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which QuikTrip has not objected or if objected to which QuikTrip has waived in writing. The City shall, at the time of the Closing Date, order a Policy of Title Insurance from the Title Company pursuant to the State Excess Property Commitment. The cost of the State Excess Property Commitment and Title Insurance Policy shall be paid for by the City or as a Project cost.

D. Property Transfer. The City is expected to receive the State Excess Property by quitclaim deed, and the same shall be transferred by quitclaim deed from the City to QuikTrip.

E. Closing Date. Closing Date for the State Excess Property shall occur on the QuikTrip Parcel Closing Date. The City shall execute and deliver a quitclaim deed for the State Excess Property in form and substance reasonably acceptable to QuikTrip. The State Excess Property may be used for construction staging until the Closing Date for the parcel.

F. Possession. On the Closing Date, a temporary access and construction easement in the area occupied by roadways and utilities shall be granted by QuikTrip to the City for continued use of the State Excess Property for roadway purposes until the Interchange project is let and the

State Excess Property can cease to be used for roadway purposes. Thereafter, exclusive possession of the State Excess Property shall be delivered to QuikTrip in the condition required in Section 3.2.G. below, subject only to permitted exceptions as established by the Title Insurance Policy.

G. City's Covenants as Seller. From the date of this MOU until the Closing Date:

1. The State Excess Property may be used by QuikTrip as a construction staging area after the temporary access easement has terminated and the traffic re-routing occurs for the Project. The City will deliver or cause to be delivered, subject to approval by QuikTrip, the State Excess Property in a clean and graded condition, to within no more than one foot of the final grade provided on the QuikTrip plans submitted to the City if this elevation can be achieved within the parameters of the plans and specifications for the Interchange Project, by the Closing Date for the State Excess Property.

2. The City shall not enter into any lease, lease amendment, license or occupancy agreement of any other kind with respect to the State Excess Property.

3. Except as set forth herein, the City shall not transfer any of the State Excess Property, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the State Excess Property other than as needed for construction of the Project and as agreed upon, in writing by QuikTrip, if not specifically referenced herein.

H. Broker. The Parties do hereby certify, represent, and warrant, each to the other, they have not engaged, enlisted, employed or otherwise made use of any real estate broker or salesperson in connection with the State Excess Property, and hold the other harmless from any and all fees, costs and/or charges stemming from a broker purporting to represent either Party.

Section 3.4. Funding District for City Reimbursement. The City has pledged in excess of \$8,100,000 to fund the relocation of the Missouri Highway Patrol Facility which is located at 504 SE Blue Parkway (the "**MHP Relocation Costs**"), to facilitate the Project. The City anticipates that it will work toward the creation of a regional funding district which will take the form of a community improvement district or a transportation development district (the "**Special Funding District**") that will impose a 1% sales tax within its boundaries to provide for partial reimbursement to the City for funding the MHP Relocation Costs. The proposed boundaries of the Special Funding District may include numerous properties along the 291 North and South Highway corridors, including the QuikTrip Parcel and State Excess Property. QuikTrip agrees to cooperate in the process to form the Special Funding District and impose the Special Funding District sales tax, which will include QuikTrip signing appropriate documents for formation of the Special Funding District, in a form reasonably acceptable to QuikTrip, and voting favorably to impose the Special Funding District sales tax. The City shall use its best efforts to ensure that revenues from the sales tax imposed by the Special Funding District which are generated by the store on the State Excess Property shall only be used to reimburse the City for the MHP Relocation Costs.

ARTICLE 4: GENERAL PROVISIONS

Section 4.1. Termination. The Parties acknowledge that the covenants in this MOU are necessary to allow for the Project to be successfully completed, and they agree that this MOU cannot be terminated by either Party after execution; provided, however, in the event that the City has not acquired the State Excess Property and construction on the Facility Project (as defined in the Cost Share Agreement) has not commenced with two years after the date hereof, either party may terminate this MOU by written notice to the other. Further, this Agreement shall automatically terminate in the event that MHTC terminates the Cost Share Agreement. In the event such termination occurs after the Closing, but prior to commencement of construction, the City shall reconvey the QuikTrip Parcel to QuikTrip and QuikTrip shall reconvey the State Excess Property to the City.

Section 4.2. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this MOU and the continuance of such failure for fifteen (15) days after the other Party, as applicable, has given written notice to such Party specifying such failure. Upon an Event of Default, a Party may take appropriate legally available enforcement actions.

Section 4.3. Notices. All notices required pursuant to this MOU shall be sent as follows:

To the City:

City Manager
City Hall
220 SE Green Street
Lee's Summit, MO 64063

To QuikTrip:

Jason Acord
QuikTrip Corporation
5725 Foxridge Drive
Mission, KS 66202

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, MO 64063

With a copy to:

Caitlynn Helsper
QuikTrip Corporation
5725 Foxridge Drive
Mission, KS 66202

Section 4.4. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this MOU and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this MOU, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity. In no event shall either party be liable for punitive, compensatory or other special damages.

Section 4.5. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this MOU shall operate as a waiver of any subsequent breach of the same covenant

or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 4.6. Effective Date and Term. This MOU shall become effective on the date this MOU has been fully executed by the Parties. This MOU shall remain in effect until all of the obligations set forth herein have been fulfilled by the Parties, after which they may mutually agree in writing that the MOU is deemed to be completed and terminated.

Section 4.7. Force Majeure. Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, pandemic, adverse market conditions, governmental shutdown or closure, breakdowns or malfunctions, interruptions or malfunction of computer facilities, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations hereunder.

Section 4.8. Modification. The terms, conditions, and provisions of this MOU can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this MOU as approved shall be attached hereto and incorporated herein by reference.

Section 4.9. Jointly Drafted. The Parties agree that this MOU has been jointly drafted and shall not be construed more strongly against another Party.

Section 4.10. Applicable Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.11. Validity and Severability. It is the intention of the Parties that the provisions of this MOU shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this MOU. Accordingly, if any provision of this MOU shall be deemed invalid or unenforceable in whole or in part, this MOU shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this MOU in order to render the same valid and enforceable.

Section 4.12. Execution of Counterparts. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 4.13. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without

the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 4.14. QuikTrip Approvals. Unless specifically provided to the contrary herein, all approvals of QuikTrip hereunder may be given by _____ or his or her designee.

Section 4.15. Electronic Transaction. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.16. Entire Agreement. This MOU contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

[Remainder of this page intentionally left blank]

QUIKTRIP CORPORATION

By: _____

Name: Jason Acord

Title: Regional Director of Real Estate

Date: _____

[Seal]

Notary for QuikTrip

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jason Acord, the Regional Director of Real Estate, 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 such corporation.

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:

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 08/21 (MWH)

Route 291, Jackson County
Project No. J4P3196
City of Lee's Summit
Agreement No. 2021-03-61790

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST SHARE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on December 10, 2020, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement, and

WHEREAS, on April 14, 2021, the Cost Share Committee approved the Entity's modified estimate to the Cost Share Program subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project J4P3196 . The project's improvements (hereinafter, "Interchange Project") include bridge replacement, grading, paving, drainage, signing, sidewalks, and intersection improvements on MO 291 over US 50. The parties' responsibilities with respect to the Entity taking ownership and maintenance of portions of Blue Parkway are outlined in a separate Missouri Highways and Transportation Commission Relinquishment Agreement (hereafter, referred to as "Relinquishment Agreement") (Agreement No. 2021-04-62568) between the parties. If the Entity fails to enter into the above mentioned Relinquishment Agreement accepting ownership and maintenance of portions of Blue Parkway then the Commission is under no obligation to continue with the Interchange Project.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

MO 291, beginning at Log Mile 31.502 and ending at approx. Log Mile 31.692. The length of the project of the improvement along centerline MO 291 being 0.20 miles.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) INTERCHANGE PROJECT IMPROVEMENT CONTINGENT UPON FACILITY PROJECT: Concurrent with the Interchange Project by the parties, the Entity agrees to construct the Missouri State Highway Patrol Facility (hereinafter, "Facility Project").

(A) The Entity shall be one hundred percent (100%) responsible for all costs for the Facility Project currently estimate at eight million, one hundred thirteen thousand dollars (\$8,113,000), at no cost to the Commission whatsoever, except for the right-of-way to be donated by the Commission and the Office of Administration/Missouri State Highway Patrol. Upon Commission Approval the Commission will donate parcels described herein and illustrated in "Exhibit C", which is attached hereto and made part hereof.

(B) Upon Commission Approval the Commission will donate right-of-way parcels valued at two million twelve thousand eight hundred ninety-seven dollars (\$2,012,897) for the Facility Project and Interchange Project. The right-of-way parcels are described in "Exhibit C". The Office of Administration and/or Missouri State Highway Patrol is anticipated to donate right-of-way valued at one million four thousand three hundred and eight-seven dollars (\$1,004,387) for the Interchange Project. This

Agreement is contingent on legislative approval for the State of Missouri to convey land owned by the State of Missouri to the Entity. The Entity is solely responsible for this legislative action.

(C) The parties agree that the construction of the Interchange Project pursuant to this Agreement is contingent upon the Entity completing the construction of the Facility Project. The Entity shall construct the Facility Project no later than February 1, 2024. If the Entity fails to complete the Facility Project prior to February 1, 2024, the Commission is under no obligation to complete work on the Interchange Project. The Commission reserves the right in its sole discretion to delay, suspend or terminate work on the Interchange Project. The Entity agrees to pay all costs incurred by the Commission for the Interchange Project, excluding Commission staff time, including but not limited to Commission costs for preliminary engineering, right-of-way cost, utility costs and construction delays.

(9) PROJECT RESPONSIBILITIES FOR THE INTERCHANGE PROJECT: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity shall be responsible for preliminary engineering. This includes preparation of the detailed construction plans and project specifications, the solicitation and contract management for the design consultant, the environmental review, and right-of-way plans and utility coordination, if needed. The plans shall be prepared in accordance with and conform to Commission requirements and follow the Local Public Agency (**LPA**) process. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(B) The Entity shall acquire right-of-way in accordance with Commission requirements and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. If utility relocations are needed, the Entity shall be responsible for coordinating utility relocations.

(C) The Commission will assist with project management for preliminary engineering. The design consultant and Entity shall work directly with the Commission's Kansas City (KC) District Project Manager to ensure the project meets purposes and need, schedule, intended scope and budget. The KC District Project Manager will provide an example of scope of services and review and provide recommendations for approval of the final scope of services. The Commission will provide representatives to assist with scoring for the consultant.

(D) The Commission will provide preliminary engineering review and right-of-way review.

(E) The Commission will be responsible for letting the work for the Interchange Project which includes advertising the project for bids and awarding the

construction contract. The Commission will solicit bids for the project in accordance with plans developed by the Entity and approved by the Commission.

(F) The Commission will be responsible for construction engineering, which includes administration of the construction contract, change orders and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(G) The Entity shall provide the survey and legal descriptions required for the conveyances of Blue Parkway from the Commission to the Entity . The survey and legal descriptions shall be submitted with the design plans.

(10) FINANCIAL RESPONSIBILITIES FOR THE INTERCHANGE PROJECT:
With regard to work under this Agreement, the Entity agrees as follows:

(A) The Interchange Project cost is currently estimate at twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057) and will include preliminary engineering, preliminary engineering review, right-of-way acquisition, right-of-way review, right-of-way incidentals, utilities, construction and construction engineering . The details of the estimated cost breakdown are listed below and in “Exhibit B”, which is attached hereto and made part hereof.

(B) The Entity shall be responsible for forty five percent (45%) of the Interchange Project cost. The current estimate of the Entity’s responsibilities is nine million eight hundred ninety-eight thousand twenty-eight dollars (\$9,898,028). The Entity shall receive a credit for preliminary engineering, right-of-way acquisition, right-of-way incidentals and utility costs paid by the Entity currently estimated at four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). Upon the Commission’s receipt of documentation of actual cost incurred and paid by the Entity towards the Entity’s share of the preliminary engineering, the amount to be deposited by the Entity hereunder shall be reduced by the amount of the credit described in the foregoing sentence, specifically the amount of four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). As a result of the credit for the preliminary engineering, right-of-way acquisition, right-of-way incidentals, and utility costs, the Entity shall remit a check in the amount of five million three hundred two thousand three hundred sixty-three dollars (\$5,302,363) to cover estimated construction and inspection costs no later than five (5) days prior to the Commission’s advertisement of the project for bids. The check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the Interchange Project.

(C) The Commission will pay for fifty-five percent (55%) of the Interchange Project, not to exceed twelve million eleven thousand and twenty nine dollars (\$12,011,029). Of this amount, the Commission will provide ten million, seven hundred five thousand, four hundred and seven dollars (\$10,705,407. from the Commission’s Cost Share program, of which, three million eight hundred forty-four thousand, seven hundred

and eighty-five dollars (\$3,844,785) is available in State Fiscal Year 2022, four million eight hundred sixty thousand six hundred and twenty-two dollars (\$4,860,622) is available in State Fiscal Year 2023, and two million dollars (\$2,000,000) is available in State Fiscal Year 2024. The remaining one million three hundred five thousand six hundred twenty-two dollars (\$1,305,622) will be funded from the operating budget and the Statewide Transportation Improvement Plan (STIP) budget.

(D) The Entity shall be responsible for the balance of the Interchange Project in excess of twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057). The Entity shall be responsible for any overruns.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(F) The Entity agrees to review the bids for purposes of awarding the Commission's construction contract. If the lowest responsive bid is greater than five percent (5%) above the engineers estimate, then the Commission may not award said construction contract unless the Entity concurs in such award. The Entity shall provide concurrence within three (3) business days of the bid opening by the Commission. Failure of the Entity to respond within three (3) business days of the bid opening by the Commission shall be construed as concurrence by the Entity.

(11) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the Interchange

project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(12) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(15) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(19) NO ADVERSE INFERENCE: This Agreement shall not be construed more

strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(20) ENTIRE AGREEMENT: This Agreement and the Relinquishment Agreement reference herein represent the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(22) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: District Engineer
600 NE Colbern Road
Lee's Summit, MO 64086

Entity to: City of Lee's Summit
Attn: Public Works Director
220 SE Green Street
Lee's Summit, MO 64063

or to such other place as the parties may designate in accordance with this Agreement.

(23) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's Kansas City District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's KC District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on 2022-01-03 | 12:20 PM CST 2021.

Executed by the Commission on 2022-01-10 | 12:55 PM CST 2021.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

DocuSigned by:
Eric E. Schroeter
5E8CCFE9B29E499
Title Assistant Chief Engineer

DocuSigned by:
William A Baird
57FBA866BA574F6
By _____
Title Mayor

ATTEST:

ATTEST:

DocuSigned by:
Penula Hoban
A4666CD7996249B...
Secretary to the Commission

DocuSigned by:
Trisha Fowler Arcuri
F06AC5F5E66845B...
By _____
Title City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EE9E5407
Commission Counsel

DocuSigned by:
Brian Head
3DA879F2EE2E4E2

Title: City Attorney

Ordinance No 9303

EXHIBIT A

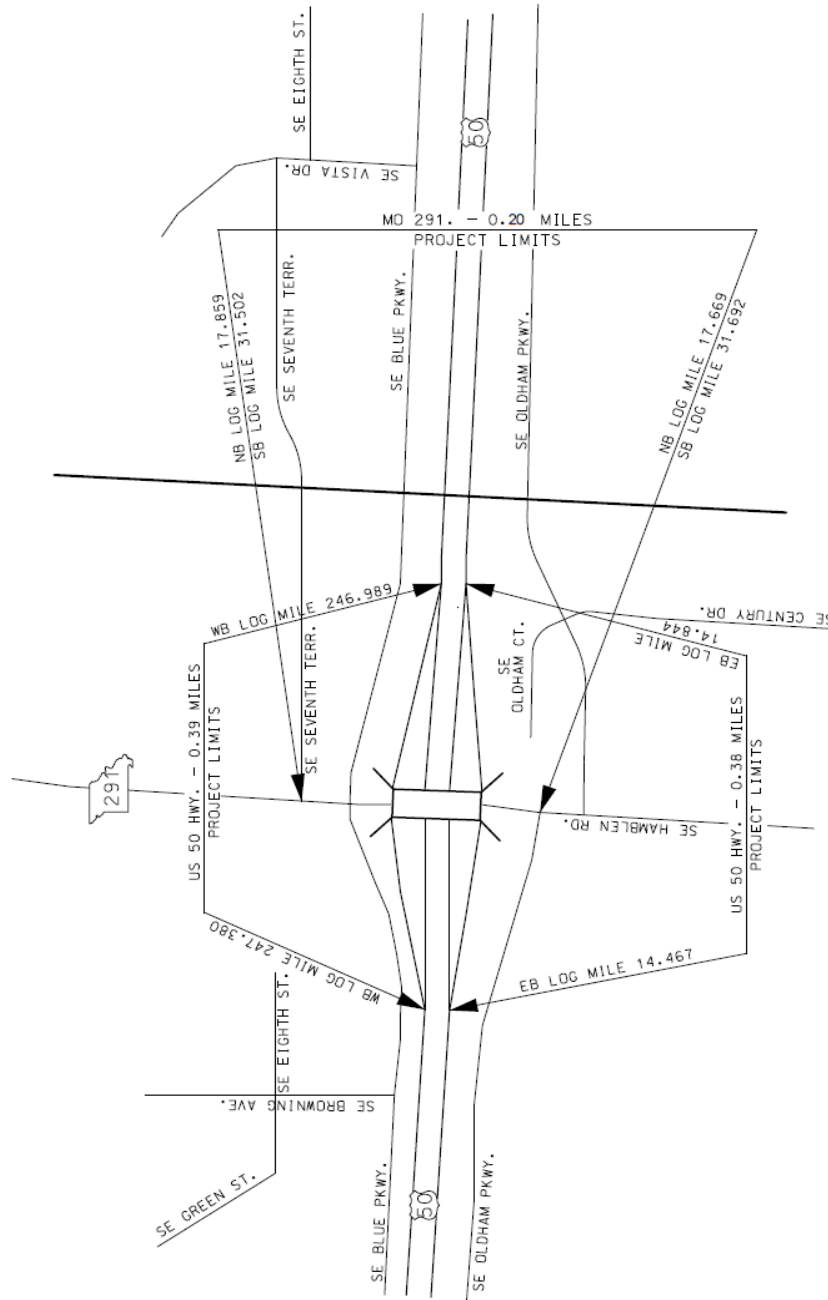


EXHIBIT A
 MO 291 AND US 50 HWY,
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

NOT TO SCALE

EXHIBIT B

Description: MO 291 at US 50 - Bridge, roadway and intersection improvements from SE Oldham Rd to SE 7th Terrace

Local Entity: City of Lee's Summit

Financial Responsibilities (Interchange Project):

	Current Estimate
Preliminary Engineering (Consultant)	\$2,401,165.00
ROW Acquisition	\$1,870,000.00
ROW Incidentals	\$17,000.00
Utilities	\$307,500.00
Sub Total (credit)	\$4,595,665.00

Preliminary Engineering Review (MoDOT)	\$15,000.00
Right-of-Way Review (MoDOT)	\$10,000.00
Construction	\$16,007,770.00
Construction Engineering (MoDOT)	\$1,280,622.00
Total	\$21,909,057.00

Interchange Project Responsibilities:

Design	Entity
Right-of-Way	Entity
Letting	Commission
Inspection	Commission

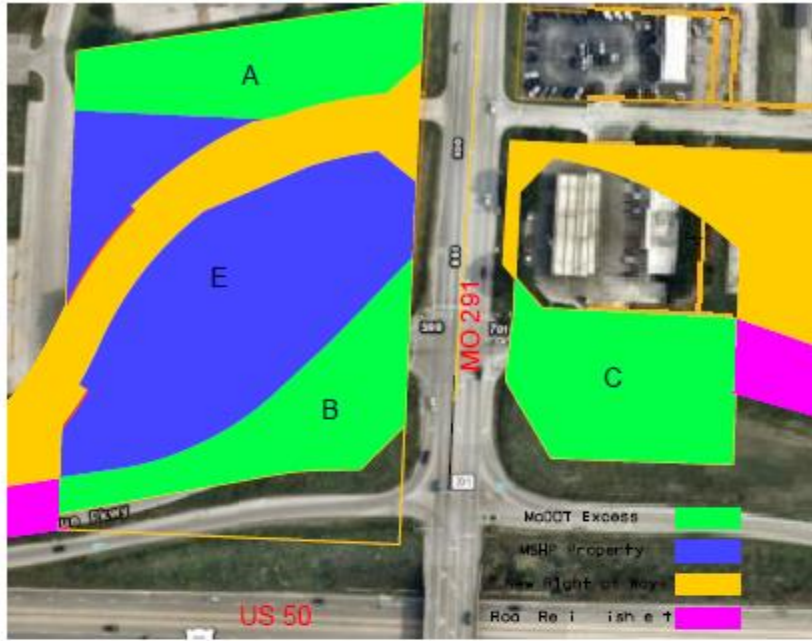
Project Breakdowns:

	Interchange Project	Facility Project	Facility Project + Interchange Project
Commission Cost Share Funds	\$10,705,407.00	\$0.00	\$10,705,407.00
Commission KC District STIP funds	\$1,305,622.00	\$0.00	\$1,305,622.00
Commission Value of Donated ROW*	\$0.00	\$2,012,897.00	\$2,012,897.00
Entity	\$9,898,028.00	\$8,113,000.00	\$18,011,028.00
OA/MSHP Value of Land Donated	\$0.00	\$1,004,387.00	\$1,004,387.00
Total	\$21,909,057.00	\$11,130,284.00	\$33,039,341.00

How are overruns and underruns handled?

The Entity shall be responsible for the balance of the Interchange Project in excess of twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057). Upon completion of the Interchange project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment. The Entity is solely responsible for the Facility Project.

EXHIBIT C

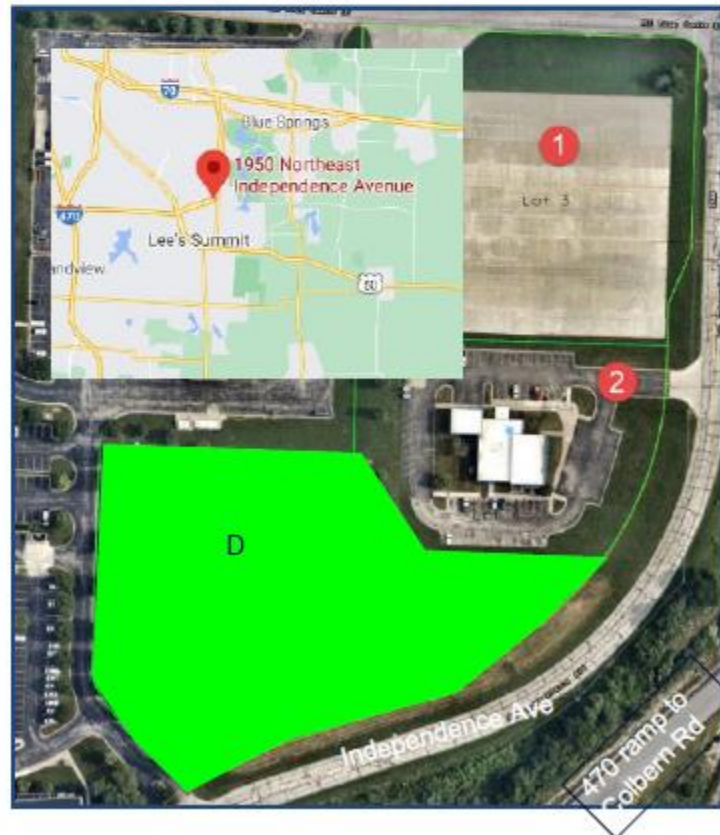


MoDOT donated property
State of MO/MSHP land

Parcels
A - North of MSHP site
\$327,139
B- OR Area - West
\$282,958
C - OR Area -East
\$332,800
D - New MSHP site
\$1,070,000

Total Value \$2,012,897

E - Existing MSHP site
\$1,004,384



BILL NO. 21-247

ORDINANCE NO. 9303

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STATE PROJECT NUMBER J4P3196 FOR THE 291 NORTH AND HIGHWAY 50 INTERCHANGE PROJECT.

WHEREAS, THE City of Lee's Summit applied to the Missouri Highways and Transportation Commission's (the "**Commission**") Cost Share Committee for participation in the Commission's Cost Share Program for improvements to the interchange at Highway 291 North and Highway 50, including re-alignment of Blue Parkway, to expand capacity, promote economic development and enhance traffic safety in and around the interchange (the "**Project**"); and,

WHEREAS, the Commission, as the legislative body for the Missouri Department of Transportation ("**MoDOT**"), approved the City's submittal of the Project for Surface Transportation Program federal funding; and,

WHEREAS, on March 3, 2021, MoDOT delivered notice to the City that the Cost Share Committee approved the City's application for the Interchange Project in an amount that has increased to \$10.7 million from state sources, contingent upon the City funding the replacement facility for the Missouri State Highway Patrol facility to a new location in the City; and,

WHEREAS, an Agreement between the City and MoDOT is necessary to memorialize the mutual covenants, promises and representations for the Interchange Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Missouri Highways and Transportation Commission Cost Share Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "**Agreement**"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

BILL NO. 21-247

ORDINANCE NO. 9303

PASSED by the City Council of the City of Lee's Summit, Missouri, this 14th day of December, 2021.

ATTEST:

Trisha Fowler Arcuri
City Clerk *Trisha Fowler Arcuri*



William A. Baird
Mayor *William A. Baird*

APPROVED by the Mayor of said city this 15th day of December, 2021.

William A. Baird
Mayor *William A. Baird*

ATTEST:

Trisha Fowler Arcuri
City Clerk *Trisha Fowler Arcuri*



APPROVED AS TO FORM:

Brian W. Head
City Attorney *Brian W. Head*

BILL NO. 21-247

ORDINANCE NO. 9303

EXHIBIT A

COST SHARE AGREEMENT

[ATTACHED]

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 11/19 (BDG)
Modified:

Route 291, Jackson County
Project No. J4P3196
City of Lee's Summit
Cost Share Agreement No. 2021-03-61790
Consultant Services MOU No. 2020-05-57489
Relinquishment Agreement No. 2021-04-62568

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and the City of Lee's Summit ("Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

Work performed in conjunction with MoDOT Project J4P3196 and under Cost Share Agreement 2021-03-61790. Project J4P3196 will be responsible for producing the required signed and sealed Exhibit(s) A – Property Description(s) as well as any Signed and Sealed Survey(s). Survey activities shall meet Missouri's survey standards. Four (4) copies of these surveys will be provided to the Missouri Highways and Transportation Commission (MHTC) in a format/media suitable for recording with the Jackson County Recorder of Deeds, (1) Original Property Description Exhibit A on the MoDOT provided form. The Survey(s) are to be provided in the following manner: two (2) copies on paper and two (2) copies on Mylar.

(3) WORK BY AGENCY: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Agency shall perform the following:

Upon completion of work and Commission execution of the deeds, the City of Lee's Summit will execute the appropriate Acceptance of Conveyance documents.

(4) LOCATION: The general location of the highway to be conveyed is as follows:

There are two segments of the North Outer Road (NOR) US-50, also known as SE Blue Parkway. Segment I is from the easterly limits of the Roundabout located at SW Jefferson St. at Station 690+00.00 to the west side of the MO-291 NOR Interchange at Station 728+21.85, which is 3,8221 linear feet in length or 0.72 miles. Also, Segment II from the east side of the MO-291 NOR Interchange at Station 729+23.890 to the westside of the SE Todd George Pkwy NOR Interchange at Station 794+00.00 which is 6,476 linear feet in length or 1.22 miles.

(5) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(6) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors, and assigns to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors, and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route US 50 Hwy. The Grantor reserves all such rights of direct access.

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors, and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route MO 291, excluding such rights of direct access being designed and engineered with Project J4P3196 which Grantor reserves.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(7) MAINTENANCE BY COMMISSION: Prior to the conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, the Commission's responsibility to maintain the highway shall cease, and the highway will no longer be considered a part of the state highway system.

(8) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, the Agency shall maintain the highway as part of the Agency's system.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

(11) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed, and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this 2024-03-29 | 9:11 AM CDT (Date).

Executed by the Commission this 2024-04-01 | 3:37 PM CDT (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

City of Lee's Summit

DocuSigned by:
Eric E. Schroeter
5E8CCFE9B29E499
Eric Schroeter

DocuSigned by:
William A. Baird
57FBA866BA674F6...
By: William A. Baird

Title: Assistant Chief Engineer

Title: Mayor

ATTEST:

ATTEST:

DocuSigned by:
Trisha Fowler Arcuri
A4666CD7996249B...
Secretary to the Commission

DocuSigned by:
Trisha Fowler Arcuri
E06AC5E5E66845B...
By: Trisha Fowler Arcuri

Title City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Alicia C. O'Connell
3AD7CAEC06304D4...
Alicia O'Connell

DocuSigned by:
Brian Head
3DA079F2FE2E4E2...
Brian Head

Commission Counsel

Title City Attorney

Bill No. 21-247
Ordinance No. 9303

BILL NO. 21-247

ORDINANCE NO. 9303

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STATE PROJECT NUMBER J4P3196 FOR THE 291 NORTH AND HIGHWAY 50 INTERCHANGE PROJECT.

WHEREAS, THE City of Lee's Summit applied to the Missouri Highways and Transportation Commission's (the "**Commission**") Cost Share Committee for participation in the Commission's Cost Share Program for improvements to the interchange at Highway 291 North and Highway 50, including re-alignment of Blue Parkway, to expand capacity, promote economic development and enhance traffic safety in and around the interchange (the "**Project**"); and,

WHEREAS, the Commission, as the legislative body for the Missouri Department of Transportation ("**MoDOT**"), approved the City's submittal of the Project for Surface Transportation Program federal funding; and,

WHEREAS, on March 3, 2021, MoDOT delivered notice to the City that the Cost Share Committee approved the City's application for the Interchange Project in an amount that has increased to \$10.7 million from state sources, contingent upon the City funding the replacement facility for the Missouri State Highway Patrol facility to a new location in the City; and,

WHEREAS, an Agreement between the City and MoDOT is necessary to memorialize the mutual covenants, promises and representations for the Interchange Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Missouri Highways and Transportation Commission Cost Share Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "**Agreement**"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

BILL NO. 21-247

ORDINANCE NO. 9303

PASSED by the City Council of the City of Lee's Summit, Missouri, this 14th day of December, 2021.

ATTEST:

Trisha Fowler Arcuri
City Clerk *Trisha Fowler Arcuri*



William A. Baird
Mayor *William A. Baird*

APPROVED by the Mayor of said city this 15th day of December, 2021.

William A. Baird
Mayor *William A. Baird*

ATTEST:

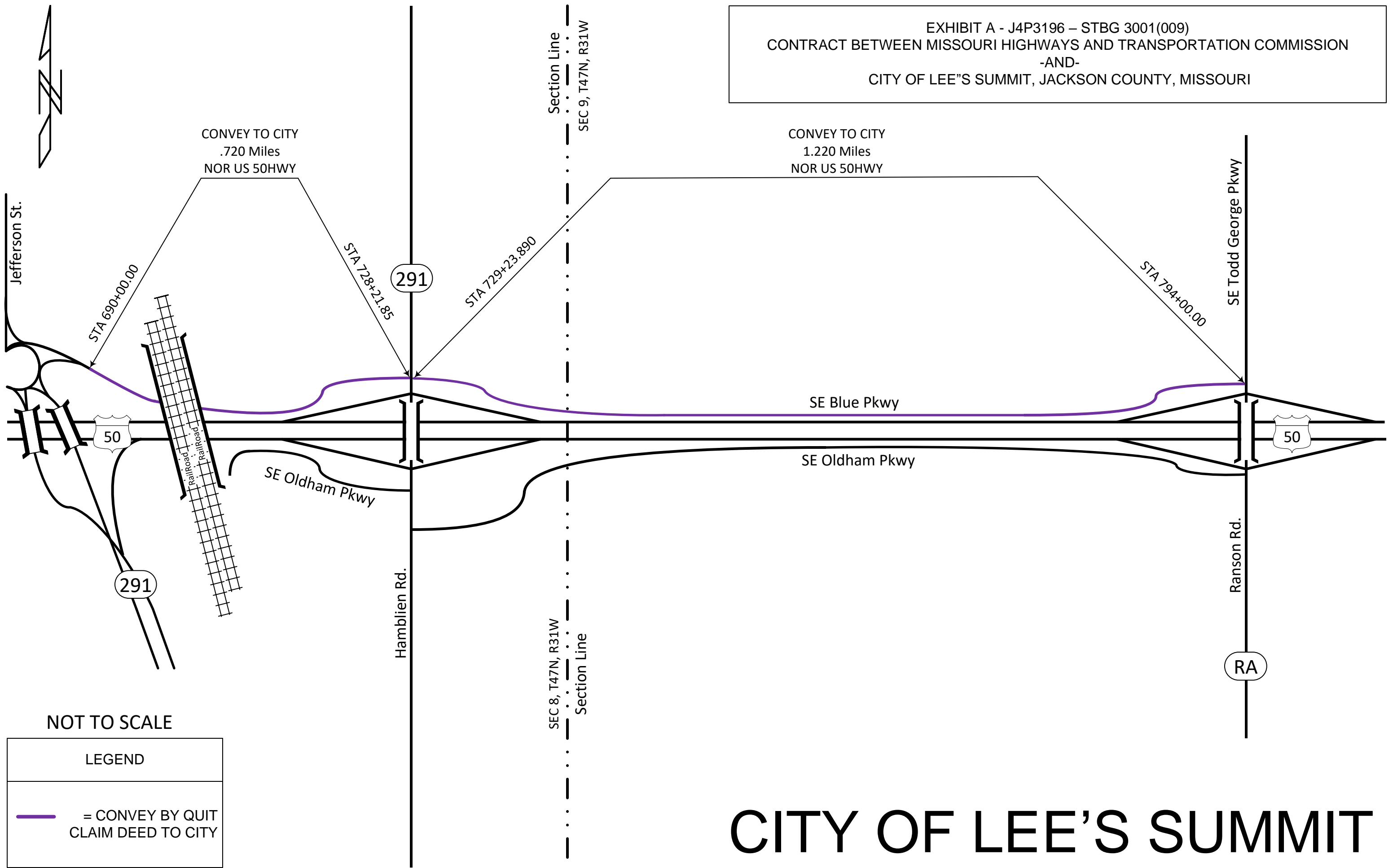
Trisha Fowler Arcuri
City Clerk *Trisha Fowler Arcuri*



APPROVED AS TO FORM:

Brian W. Head
City Attorney *Brian W. Head*

EXHIBIT A - J4P3196 – STBG 3001(009)
CONTRACT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
-AND-
CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI




CONVEY TO CITY
.720 Miles
NOR US 50HWY

CONVEY TO CITY
1.220 Miles
NOR US 50HWY

NOT TO SCALE

LEGEND

 = CONVEY BY QUIT CLAIM DEED TO CITY

CITY OF LEE'S SUMMIT

Certificate Of Completion

Envelope Id: AB1DD667DB8C46ACA1B5751F455EE883
 Subject: Complete with DocuSign: 2021-04-62568.pdf
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 David Bower
 1860 Michael Faraday Drive
 Suite 100
 Reston, VA 20190
 David.Bower@modot.mo.gov
 IP Address: 168.166.80.221

Record Tracking

Status: Original
 3/18/2024 8:26:05 AM
 Holder: David Bower
 David.Bower@modot.mo.gov
 Location: DocuSign

Signer Events

Brian Head
 brian.head@cityofls.net
 City Attorney
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

 3DA879F2FE2E4E2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 23.228.148.114

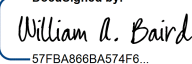
Timestamp

Sent: 3/18/2024 8:28:10 AM
 Resent: 3/19/2024 12:50:30 PM
 Viewed: 3/24/2024 1:53:20 PM
 Signed: 3/27/2024 9:30:49 AM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 9:30:37 AM
 ID: 0f1f8a4f-1723-413f-90a1-7113f3e26e26

William A. Baird
 wbaird@cityofls.net
 Mayor
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

 57FBA866BA574F6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 172.59.73.207
 Signed using mobile

Sent: 3/27/2024 9:30:51 AM
 Viewed: 3/27/2024 3:49:40 PM
 Signed: 3/27/2024 3:49:56 PM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 3:49:40 PM
 ID: d281f33a-fb55-4227-9213-55139147203b

Trisha fowler Arcuri
 Trisha.FowlerArcuri@cityofls.net
 City Clerk
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

 F06AC5F5E66845B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 12.187.238.227

Sent: 3/27/2024 3:49:58 PM
 Viewed: 3/29/2024 9:11:05 AM
 Signed: 3/29/2024 9:11:20 AM

Electronic Record and Signature Disclosure:

Accepted: 3/29/2024 9:11:05 AM
 ID: e4a3a43f-1e81-4fda-a1da-d0f96f559ad8

Alicia C. O'Connell
 Alicia.OConnell@modot.mo.gov
 Regional Counsel
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)

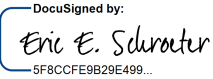
DocuSigned by:

 3AD7CAEC05304D4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 168.166.80.221

Sent: 3/29/2024 9:11:22 AM
 Viewed: 4/1/2024 3:18:12 PM
 Signed: 4/1/2024 3:19:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Eric E. Schroeter Eric.Schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  5F8CCFE9B29E49B...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221</p>	<p>Sent: 4/1/2024 3:19:20 PM Viewed: 4/1/2024 3:33:49 PM Signed: 4/1/2024 3:33:56 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Pamela Harlan pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  A4666CD7996249B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221</p>	<p>Sent: 4/1/2024 3:33:57 PM Viewed: 4/1/2024 3:37:03 PM Signed: 4/1/2024 3:37:08 PM</p>
--	--	--

Electronic Record and Signature Disclosure:
Accepted: 12/22/2021 11:42:38 AM
ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>JODIE PUHR JODIE.PUHR@modot.mo.gov Transportation Project Manager MoDOT Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/1/2024 3:37:10 PM</p>

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2024 8:28:10 AM
Envelope Updated	Security Checked	3/19/2024 12:32:11 PM
Envelope Updated	Security Checked	3/19/2024 12:32:11 PM
Certified Delivered	Security Checked	4/1/2024 3:37:03 PM
Signing Complete	Security Checked	4/1/2024 3:37:08 PM
Completed	Security Checked	4/1/2024 3:37:10 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

Master Schedule for 291 North Interchange Project
Updated August 2024

Color Key: **Interchange Project Events** | **Troop A Relocation Events**

<u>Date</u>	<u>Event</u>
August 2023	Troop A Construction Plans Completed
September 2023	ROW Plans submitted to MoDOT City sends remaining payment for Troop A relocation funding Letting for new Troop A Facility
December 2023	Construction of new Troop A Facility begins
August 2024	Acquisition of ROW and Easements begins (“A-Date”)
September 2024	City executes MOU with QuikTrip; LSR7 Land Transactions
October 2024	City receives MoDOT remnant parcels and MoDOT remnant parcel Land transfers to QuikTrip QuikTrip grants easement for continued public use of existing Blue Parkway to City until relocated QuikTrip ROW Dedications to City License Agreement for QuikTrip’s encroachment of Dedicated ROW
November 2024	Interchange construction plans are completed
February 2024	Letting for Interchange Project
May 2025	Construction of Interchange Project begins
May 2025	Construction of new Troop A Facility complete Troop A vacates old facility
June 2025	City receives Troop A remnant parcel
September 2025	QuikTrip construction begins (estimated)
July 2026	QuikTrip construction complete (estimated)
December 2026	Interchange Project construction substantially complete (estimated)
May 2027	Interchange Project final accepted (estimated). MoDOT conveys Blue Parkway (Jefferson to Todd George) to City

LICENSE AGREEMENT FOR QUIKTRIP PARCEL

THIS LICENSE AGREEMENT FOR THE QUIKTRIP PARCEL (the “**License Agreement**”), made this ____ day of ____, 202__, by and between the City of Lee’s Summit, Missouri, (hereinafter called “**City**”), and QuikTrip Corporation, an Oklahoma corporation (hereinafter called “**QuikTrip**”).

WITNESSETH:

WHEREAS, City and QuikTrip entered into a Memorandum of Understanding dated ____, 2024 (the “**MOU**”), to facilitate the arrangement between the parties in connection with transportation improvements to the Highway 50 and Highway 291 North Interchange and the relocation of Blue Parkway on the north side of Highway 50 in coordination with the interchange project (collectively the “**Project**”); and

WHEREAS, City desires to license to QuikTrip and QuikTrip desires to license from City the QuikTrip Parcel (the “**Licensed Premises**”).

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by QuikTrip hereby licenses and authorizes QuikTrip, its officers, members, contractors, agents and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this License Agreement, and there to use and enjoy the Licensed Premises for the purposes described herein, subject to the following:

All capitalized words and terms which are not defined in this License Agreement shall have the meanings as assigned in the MOU.

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement are generally depicted on **Exhibit A**, and are legally described as:

[add legal description from QuikTrip deed]

2. USE OF LICENSED PREMISES. QuikTrip, its officers, members, contractors, agents and guests shall have the right to exclusively use the Licensed Premises for the purposes stated in the MOU.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. QuikTrip, its officers, members, contractors, agents and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises, without City’s consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, QuikTrip shall be permitted to repair and replace, as necessary, all existing structures, utilities, signage and all other improvements, fixtures, equipment and personal property located on the Licensed Premises. QuikTrip may continue to operate its store and related business activities on the Licensed Premises until the date that the store closes and all personal property has been removed by QuikTrip from the Licensed Premises. It is the intention of the

parties that QuikTrip may operate and use the Licensed Premises for normal business operations until the store closes and business operations have been transferred to the new QuikTrip store on the State Excess Property that has been transferred to QuikTrip.

4. RULES AND REGULATIONS. QuikTrip, its officers, members, contractors, agents and guests shall comply with all reasonable ordinances, rules and regulations of the City concerning use of the Licensed Premises, provided such ordinances, rules and regulations do not limit QuikTrip's right to use the Licensed Premises as intended by this License Agreement.

5. MAINTENANCE. QuikTrip shall be responsible for all maintenance of the Licensed Premises during the term of this License Agreement.

6. RESTRICTION AS TO WASTE. QuikTrip shall not, except so far as may be reasonably necessary for the maintenance of the Licensed Premises for QuikTrip's business operations as aforesaid, commit or permit any waste thereon. QuikTrip shall be liable for any damage done to the Licensed Premises directly by QuikTrip or any of its users, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of QuikTrip pursuant to the terms of this Agreement.

7. GENERAL INDEMNITY.

A. GENERAL. Subject to the waiver in Section 9.A. below, QuikTrip shall cover, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent directly arising out of or resulting from any act, error, omission, or intentional act of QuikTrip or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that QuikTrip need not cover, release, defend, become responsible for or save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the negligence or misconduct of the City, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the City from its insurance coverages.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for QuikTrip under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by QuikTrip. The City does not, and shall not, waive any rights against QuikTrip which it may have by reason of this

indemnification, because of the acceptance by the City, or the deposit with the City by QuikTrip, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by QuikTrip shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, QuikTrip shall immediately notify the City of any and all claims filed against QuikTrip or QuikTrip and the City jointly, and shall provide the City with a copy of the same.

8. WAIVER OF CONSEQUENTIAL DAMAGES. Each party to this License Agreement hereby waives all claims against the other party for incidental and consequential damages arising out of or relating to this License Agreement. For purposes of this License Agreement, incidental and consequential damages shall be defined as and shall include, but shall not be limited to, losses of use, financing, business, reputation, profit, and income.

9. INSURANCE.

A. GENERAL PROVISIONS. QuikTrip shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, QuikTrip shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect QuikTrip and the City, its officers, agents, employees, elected officials, and attorneys, each in their official capacities, from liability for bodily injury, death and property damage occasioned by the activities of QuikTrip, or any person acting on their behalf, under this Agreement, including, but not limited to, QuikTrip's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, QuikTrip shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by QuikTrip, or an employee or officer of QuikTrip who has knowledge of QuikTrip's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations. The City shall maintain insurance of types of coverages and at levels determined by the City. The City shall provide to QuikTrip a certificate of insurance evidencing said insurance coverages and levels. Anything herein to the contrary notwithstanding, each party hereto hereby releases and waives all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party by subrogation or otherwise may now or hereafter have against the other party or any of the other party's partners, directors, officers, employees or agents for any loss or damage that may occur to the Licensed Premises, QuikTrip's improvements or any of the contents of any of the foregoing by reason of fire or other casualty, or any other cause except gross negligence or willful misconduct (but including negligence of the parties hereto or their partners, directors, officers, employees, or agents) that could have

been insured against under the terms of (i) any standard fire and extended coverage insurance policies required under the terms of this Agreement; or (ii) any other loss covered by insurance required to be maintained under the terms of this Agreement; provided, however, that this waiver shall be ineffective against any insurer of City or QuikTrip to the extent that such waiver (i) is prohibited by the laws and insurance regulations of the State of Missouri; or (ii) would invalidate any insurance coverage of City or QuikTrip.

B. LIMITS AND COVERAGE. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:

Combined Single Limit –

General Aggregate:	\$3,370,137
Products-Completed Operations Aggregate:	\$3,370,137
Personal & Advertising Injury:	\$3,370,137
For any one person in a single Occurrence:	\$505,520

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled or not renewed without advance written notice of such event being given to the City.

Automobile Liability: \$3,370,137 for Each Accident for All Owned, Non-Owned & Hired Vehicles

9. TERMINATION. This Agreement shall be in effect until QuikTrip's business operations on the Licensed Premises have ended and all of QuikTrip's personal property has been removed from the Licensed Premises. QuikTrip shall deliver written notice of the termination of this License Agreement when this condition has been satisfied and QuikTrip shall return the Licensed Premises to the City in its then current as is condition. The parties may mutually agree in writing to terminate this License Agreement at an earlier date.

10. CONSTRUCTION OF AGREEMENT.

A. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

B. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

C. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

D. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

12. UNASSIGNABLE. The license created by this Agreement is solely for QuikTrip, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable.

13. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraph 10 shall not be affected thereby and each term and provision of said paragraph 10 shall be valid and enforced to the fullest extent permitted by law.

14. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City Manager
220 SE Green Street
Lee's Summit, MO 64063

City Attorney
220 SE Green Street
Lee's Summit, MO 64063

and notices to QuikTrip shall be addressed to:

Jason Acord
QuikTrip Corporation
5725 Foxridge Drive
Mission, KS 66202

Caitlynn Helsper

QuikTrip Corporation
5725 Foxridge Drive
Mission, KS 66202

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

[Remainder of this page intentionally left blank]

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek, Chief Counsel of
Economic Development & Planning

QUIKTRIP CORPORATION

Jason Acord
Regional Director of Real Estate

EXHIBIT A
DEPICTION OF LICENSED PREMISES

[Attached]