

QUIKTRIP STORE #4227

(LOT 1, BLOCK 1, MEAD CROSSINGS AMENDMENT NO. 1)

SITE PLAN AGREEMENT

This Site Plan Agreement (“Agreement”) is made and entered into by and between the **Town of Mead**, Colorado, a Colorado municipal corporation whose address is 441 Third Street, Mead, Colorado 80542 (the “Town”), and **QuikTrip Corporation**, an Oklahoma corporation, whose address is 4705 S. 129th East Ave, Tulsa, OK 74134 (the “Developer”). The Developer and the Town are each referred to individually as a “Party” or together as the “Parties.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

RECITALS

WHEREAS, Section 16-4-100(b)(10)(h) of the Mead Municipal Code (“MMC”) provides that Town staff may require developer to enter into a site plan agreement with the Town concerning public improvements related to development; and

WHEREAS, Developer has submitted a site plan (“Site Plan”) for development of the property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Development”), which the Board of Trustees has reviewed and approved or conditionally approved; and

WHEREAS, the approved Site Plan is on file with the Town; and

WHEREAS, the Town and the Developer agree that the public improvements detailed and attached hereto and incorporated herein as **Exhibit B** (the “Public Improvements”) are directly related to and generated by the Development and that no taking thereby will occur requiring any compensation; and

WHEREAS, the Town is willing to approve and execute the Site Plan upon the agreement of Developer to the matters hereinafter described and subject to all the requirements, terms and conditions of this Agreement, the ordinances, rules, regulations and standards of Mead including but not limited to: the Mead Land Use Code (including zoning and subdivision regulations); the MMC, the Town’s Design Standards and Construction Specifications for the Design and Construction of Public and Private Improvements, as may be amended, and all other governing regulations in effect at the time the Construction Plans (as hereinafter defined) are approved by the Town (collectively, the “Standards”); and

WHEREAS, this Agreement is required, as a condition of approval of the Site Plan, by Section 16-4-100(b)(10)(h) of the MMC; and

WHEREAS, special provisions related to the Development are set forth in **Exhibit D**, attached hereto and incorporated by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant, and agree as follows:

1. GENERAL CONDITIONS.

- 1.1 Developer Obligations. Developer is responsible for performance of the covenants set forth herein. Developer agrees to construct, build, install and develop the Public Improvements, as provided in **Exhibit B**, and any other improvements constructed in relation to the Development in accordance with the approved Site Plan in complete conformance with the plans and specifications accepted in writing by the Town or by the utility providing the service, and in full conformity with the Town's Standards. The Developer shall submit to the Town for approval final construction and engineering plans and civil engineering drawings ("Construction Plans" or "Plans") and engineer's cost estimate of Public Improvements ("ECE") suitable to identify the quantity and type of all Public Improvements and for the construction of all Public Improvements in a form approved by the Town as more specifically described in the Standards. Developer shall submit and obtain the Town's approval of the Construction Plans and ECE no later than the third anniversary of the Town's approval of the Site Plan, unless otherwise specifically set forth in the Town's written approval of the Site Plan. Said Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of such Improvements. Such ECE shall include a cost contingency of fifteen percent (15%) of the total estimated construction costs of the Public Improvements, including Landscape Improvements. The ECE shall be attached hereto as **Exhibit B** and shall supplement the schedule of Improvements identified in **Exhibit B** as of the date of this Agreement. Construction of the Public Improvements or any development within the Development shall not commence until Mead has issued the applicable development permit(s). Developer shall secure and comply with all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the Development. Developer shall not modify the Construction Plans or any of the Public Improvements without the prior written approval of the Town. The Town will communicate its approval or disapproval of any such modification within fifteen (15) business days after its receipt of Developer's request.
- 1.2 Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the Public Improvements shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.
- 1.3 Conditional Acceptance of Constructed Improvements. The Developer shall request in writing, the inspection and conditional acceptance of Public Improvements by the Town, when all Public Improvements within the Development, or within a phase of the Development, are completed. If the Public Improvements are satisfactory to the Town, the Town shall grant conditional acceptance by resolution of the Town Board of Trustees, which resolution shall specifically identify the date of conditional acceptance of the Public Improvements. Conditional acceptance marks the beginning of the two (2) year warranty guaranty period, except that for all projects where

conditional acceptance is granted between the dates of November 1st and April 30th, the two (2) year warranty guaranty period shall not begin until the first May 1st following the effective date of the Board's resolution granting conditional acceptance. The Town shall issue no certificate of occupancy prior to conditional acceptance of Public Improvements within the Development, or within a phase of the Development, as applicable. By such resolution, the Town Board of Trustees shall authorize or conditionally authorize the release of a portion of the improvement guaranty, in accordance with Section 1.6(b) below.

- (a) The Developer shall provide a certified statement of construction costs no later than forty-five (45) days after Public Improvements are completed to the Town Engineer and shall furnish evidence satisfactory to the Town Engineer that all contractors, subcontractors, and material suppliers performing work or providing materials related to construction or installation of the Public Improvements have been paid in full.
- (b) Developer shall provide the Town Engineer certified as-built drawings and other required drawings upon completion of the Public Improvements. Any drawings or other documents required by the Town shall be provided not later than ninety (90) days after Public Improvements are completed.

1.4 Final Acceptance. At least thirty (30) days and no sooner than sixty (60) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Developer shall request a final acceptance inspection, which inspection shall be performed by the Town Engineer or his or her designee. If the Public Improvements completed by Developer are satisfactory, the Town shall grant final acceptance of the Public Improvements by resolution of the Board of Trustees. By such resolution, the Town Board of Trustees shall authorize or conditionally authorize the release of any remaining improvement guaranty.

- (a) If the Public Improvements are unsatisfactory, the Town shall provide written notice to the Developer of the repairs, replacements, construction, or other work required to receive final acceptance. Developer shall complete the work as specified in the notice within thirty (30) days of receipt of said notice, weather permitting. Upon completion of the work specified in the notice, Developer shall request that the Town Engineer or his or her designee reinspect the Public Improvements.
- (b) No later than thirty (30) days following final acceptance of the Public Improvements, the Developer shall provide the Town updated certified as-built drawings of any changes made to the Public Improvements between conditional acceptance and final acceptance.

1.5 Guaranty Period, Maintenance, Repair and Replacement of Public

Improvements. For a two (2) year period from the date of conditional acceptance of any Public Improvements, Developer shall at its own expense, take all actions necessary to maintain the Public Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, shall become necessary. The Developer shall correct any such deficiencies within thirty (30) days of notice from the Town, weather permitting, in accordance with the Town Design Standards and Construction Specifications. Failure to correct deficiencies may result in the suspension of development activities, including but not limited to the issuance of building permits and certificates of occupancy.

1.6 Improvement Guaranty.

- (a) Developer shall submit to the Town an improvement guaranty in the amount of one hundred fifteen percent (115 %) of the total estimated cost, including labor and materials, of all Public Improvements. The guaranty shall be in the form of cash, or a draw-down irrevocable letter of credit in form and substance as shown on **Exhibit C** attached hereto and incorporated herein by reference. If in the form of a draw-down irrevocable letter of credit, the guaranty shall be drawn on a bank or financial institution with a local, Colorado office at which the letter of credit may be presented for payment. Alternatively, the letter of credit may provide for presentation by facsimile if the financial instruction does not have a local, Colorado office. The guaranty shall not expire during the winter-spring season (November 1 - May 1).
- (b) The amount of the guaranty shall be one hundred fifteen percent (115%) of the total estimated cost, including labor and materials, of the Public Improvements. Upon conditional acceptance, the Town may release the guaranty up to one hundred percent (100%). The Town shall retain at least fifteen percent (15%) of the guaranty through the two (2) year guaranty period.
- (c) If Developer has not submitted or fails to maintain the improvement guaranty, then Developer is in default of this Agreement and is subject to the provisions of Section 9.1 of this Agreement, and the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy.
- (d) The Town may draw on the improvement guaranty and either hold such funds as security for performance of this Agreement, or spend such funds to construct or complete the Public Improvements, or correct deficiencies in the Public Improvements, as the Town deems appropriate, in any of the following instances:
 - (1) If an improvement guaranty is to expire within (thirty) 30 calendar days and the Developer has not yet provided a satisfactory replacement; or

(2) If the Developer fails or refuses to construct the Public Improvements, or fails or refuses to finish the construction of the Public Improvements, or correct deficiencies in the Public Improvements.

(e) If the improvement guaranty expires or the entity issuing the improvement guaranty becomes non-qualifying, then the Town shall furnish written notice to the Developer of the condition, and within thirty (30) days of receipt of such notice the Developer shall give the Town a substituted qualifying improvement guaranty, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.6. If the Developer refuses or fails to give the Town a substituted qualifying improvement guaranty, or augment the deficient security, the Town may draw on the improvement guaranty and either hold such funds as security for performance of this Agreement, or spend such funds to construct or finish the Public Improvements, or correct deficiencies in the Public Improvements, or it may withhold building permits and certificates of occupancy within the Development, as the Town deems appropriate.

1.7 Insurance. Developer shall, through contract requirements and other normal means, furnish to the Town proof that all employees, contractors, sub-contractors, and engineers engaged in the design and construction of the Public Improvements are covered by adequate Workers Compensation Insurance and general liability insurance (and professional liability insurance for engineers and designers). Failure to provide proof of insurance may result in the suspension of development activities by the Town, including but not limited to, the issuance of building permits and certificates of occupancy.

1.8 OSHA Compliance. Developer shall, through contract requirements and other normal means, furnish to the Town proof that all employees and contractors engaged in the construction of the Public Improvements are required to comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.9 Term. This Agreement shall be effective as of the Effective Date, and shall continue until conditions in Section 9.17 below are satisfied.

2. CONSTRUCTION OF IMPROVEMENTS.

2.1 Improvements to be Constructed. Developer shall furnish, install, and construct, at its own expense, the Public Improvements, in conformance with the Site Plan and the Construction Plans approved by the Town.

2.2 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.

(a) For full development of the Property to occur, the Developer may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in **Exhibit B** and the Site Plan. Developer will convey same to the Town or other appropriate public entity or utility. All acquisition costs

of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the Development shall be the Developer's sole responsibility.

- (b) All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Warranty Deed in form and substance acceptable to the Town Attorney. The Town at the Developer's expense shall record all title documents. The Developer shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.3 Nuisance.

- (a) Developer agrees to prevent the existence of any nuisances in connection with the Development, including but not limited to trash, debris, and wind or water erosion. If Developer does not abate nuisances occurring in connection with the Development, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer's expense.
- (b) Developer agrees to take any all steps necessary to prevent the transfer of mud or debris as a result of construction in the Development onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way. If Developer does not abate such mud or debris, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate the same at Developer's expense.

2.4 State Storm Water Discharge Permit Required. Developer shall obtain a CDPS General Permit for Storm Water Discharges Associated with Construction Activity and any other permits and/or licenses required during construction.

2.5 Construction Activity. No construction activity, including but not limited to that involving grading, surface improvements, foundations, underground utilities, or vertical development, shall be allowed between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday, or legal holidays, unless approved in writing by the Town Engineer.

3. **WATER IMPROVEMENTS.** The Town does not warrant the availability of water service to the Developer for any phase of development. Developer shall install at its sole cost and expense, all of the water mains and infrastructure necessary to provide water service to the Development pursuant to approved plans and specification from the appropriate water provider.

4. **SANITARY SEWER SERVICES.** The Town does not provide sanitary sewer service. The Developer is responsible for either inclusion of the Development into the St. Vrain Sanitation District ("SVSD") or Town approval of individual sewage disposal systems to serve the Development. A determination of sanitary sewer service availability by SVSD shall be made by a system analysis at the time the Developer requests sanitary sewer taps.

- 4.1 Developer shall install, and relocate as necessary, at Developer's sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the SVSD system to the Development, including both on-site and off-site improvements, pursuant to SVSD approved plans and specifications, and as described in **Exhibit B**. These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.
- 4.2 Developer shall install at Developer's sole cost and expense all sewer lines and appurtenances within the Development. Sewer lines lying within the dedicated right-of-way shall be dedicated to SVSD after construction pursuant to Section 2.2 of this Agreement.
- 4.3 Sanitary sewer connection and plant investment fees shall be remitted to SVSD as required. The Town shall require proof of purchase of sanitary sewer taps for the Development before any Certificate of Occupancy is issued.
- 4.4 Developer shall have the existing SVSD mainline located within the Highland Drive right-of-way (the "Highland Drive Sewer Main") cleaned and inspected by SVSD or a third-party inspection firm acceptable to SVSD prior to issuance of building permit by the Town. Based on the results of the inspection or inspection report, the Developer shall complete any and all repairs to the Highland Drive Sewer Main as necessary to permit SVSD to issue final acceptance of the Highland Drive Sewer Main in accordance with applicable SVSD rules and regulations. Developer or SVSD shall submit written confirmation to the Town that the Highland Drive Sewer Main has been accepted by SVSD prior to Town issuance of a temporary certificate of occupancy (TCO) or certificate of occupancy (CO).
5. DRAINAGE IMPROVEMENTS. Developer shall construct drainage improvements for the Development in accordance with **Exhibit B** and with the drainage plan and the plans and construction specifications accepted by the Town.
6. FIRE PROTECTION FACILITIES. The Developer is solely responsible for installing all fire hydrants and other fire protection facilities for the Development as may be required by the Mountain View Fire Protection District.
7. OVERLOT GRADING OF PROPERTY. Developer shall initiate no over-lot grading until the Town issues written acceptance of utility and drainage plans. The Developer shall provide temporary erosion control during over-lot grading until drainage improvements are completed.
8. SPECIAL PROVISIONS. Any special provisions applicable to the Development are attached hereto and incorporated herein as **Exhibit D**.
9. MISCELLANEOUS TERMS.
 - 9.1 Breach of Agreement; Default. In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the Town in its sole discretion may declare the Developer

in default and after giving thirty (30) days written notice, may call the security provided in Section 1 of this Agreement and exercise all other remedies available to the Town. The Town may withhold any additional building permits, certificates of occupancy (including temporary certificates of occupancy), or provision of new utilities, fixtures or services until the completion of the Public Improvements. Any cost incurred by the Town including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the Developer, and any costs of construction or maintenance work performed by the Town, shall be paid by the Developer. The Town may deduct these costs from the improvement guaranty provided pursuant to this Agreement. As an alternative, the Town may certify these costs, including interest from the date of default, for collection as a prior, perpetual lien upon each lot or parcel of land within the Development from the due date thereof, until paid. Failure to timely complete construction of the Public Improvements which failure is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Developer's control shall not be considered a breach of the Agreement.

- 9.2 Reimbursement to Town. The Town may construct, or complete the construction, repairs, replacements, or other work for Developer with funds other than the improvement guaranty provided pursuant to this Agreement, in which event the Developer shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Developer fails to reimburse the Town, then Developer shall be in default of the Agreement and the Town may exercise its rights under this Agreement and any remedies available hereunder and at law.
- 9.3 Payment of Review and Other Expenses by the Developer. In the event that the Town incurs expenses for the review of the Developer's site plan greater than the monies collected from the Developer in the form of land use fees, the Developer shall reimburse the Town for the additional expenses pursuant to and in accordance with the terms and conditions set forth in the Agreement for Payment of Review and Development Expenses Incurred by the Town by and between the Town and the Developer (the "Reimbursement Agreement"). Failure by the Developer to reimburse the Town within the specified time frame(s) set forth in the Reimbursement Agreement shall be cause for the Town to cease processing the application, or deny the Developer the right to appear before Planning Commission or the Board of Trustees, or deny approval of the application, or withhold the issuance of building permits or certificates of occupancy.
- 9.4 Collection of Fees and Costs. If the Developer fails to pay any fees or other amounts required by this Agreement when due, the Town may take those steps necessary and authorized by law to collect the sums due, including but not limited to, filing a lien against the Developer's property. The Town shall also be entitled to all court costs and attorneys' fees, other costs incurred in collection and interest on the amount due at the rate of eighteen percent (18%) per annum.

9.5 Indemnification and Release of Liability.

- (a) General Liability. Developer agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action or claim caused by, arising from, or due to acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct before final acceptance by the Town of the construction work. Developer acknowledges that the Town's review and acceptance of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the Developer or third party is assumed by such review or acceptance.
- (b) Drainage Liability. The Developer shall indemnify and hold harmless the Town for any liability the latter may have due to any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the Development or from the construction of any improvements therein.

9.6 Governmental Immunities Act. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. §24-10-101, et seq.) as may be amended from time to time, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

9.7 Recording of Agreement. This Agreement shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The Developer shall file an amendment to the final plat, to note on said plat as a plat note the existence of the Agreement and its attached exhibits by reference to this Agreement's reception number as recorded by the Weld County Clerk and Recorder. All recording fees shall be paid by the Developer.

9.8 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall insure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

9.9 Assignment, Delegation and Notice. Developer and any of Developer's

successors shall, until written Town acceptance of any assignment and assumption of this Agreement, be jointly and severally liable for the obligations of the Developer under this Agreement. Town acceptance of the proposed assignment and assumption shall be withheld until all reimbursement to the Town have been made for obligations incurred by the Town in connection with the Development.

9.10 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless both Parties mutually agree in writing to such modification, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections contained herein.

9.11 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to the Town:
Town of Mead
c/o Town Manager
P.O. Box 626
Mead, Colorado 80542

With copy to:
Michow Cox & McAskin LLP
Attn: Town of Mead Town Attorney
6530 South Yosemite Street, Suite 200
Greenwood Village, Colorado 80111

If to Developer:

QuikTrip Corporation
4705 S. 129th East Ave
Tulsa, OK 74134

9.12 Force Majeure. Whenever an agreed upon deadline requires Developer to complete construction, maintenance, repair or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of Developer.

9.13 Acceptance. Whenever acceptance of a matter is required or requested of the Town pursuant to any provision(s) of this Agreement, the Town shall act reasonably in responding to such matter. All acceptances shall be in writing and signed by the appropriate Town official.

9.14 Previous Agreements. All previous written and recorded agreements between the Parties, their successors and assigns, including but not limited to any annexation

agreement, shall remain in full force and effect and shall control the Development. If any prior agreement conflict with this Agreement, then this Agreement controls.

- 9.15 Title and Authority. Developer warrants to the Town that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner (any applicable power of attorney attached hereto). The undersigned further warrant to have full power and authority to enter into this Agreement.
- 9.16 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado, with venue in the District Court for Weld County. In the event that upon request of Developer or any agent thereof, any provision of the Agreement is held to be a violation of municipal, state, or federal laws and rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 9.17 Agreement Status After Final Acceptance. Upon final acceptance pursuant to Section 1 of this Agreement by Town of all Public Improvements, which shall be memorialized by a resolution of the Town Board of Trustees, and compliance by Developer with all terms and conditions of this Agreement, and if no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect. Upon Developer's written request, the Town agrees to record a notice in the Weld County property records confirming the termination of this Agreement.
- 9.18 Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank.]

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Date of execution: _____, 202__

ATTEST:

Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Town Attorney

[Town signature page.]

QuikTrip Corporation, an Oklahoma corporation

By: _____

Printed Name: _____

Title: _____

Date of execution: _____, 202__

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing Site Plan Agreement was subscribed, sworn to and acknowledged before me this
___ day of _____, 202__, by _____ as
_____ of QuikTrip Corporation, an Oklahoma corporation.

My commission expires: _____

Notary Public

[SEAL]

[Developer signature page.]

EXHIBIT A

QUIKTRIP STORE #4227

Legal Description:

LOT 1, BLOCK 1, MEAD CROSSINGS, AMENDMENT NO. 1

COUNTY OF WELD,

STATE OF COLORADO

EXHIBIT B

QUIKTRIP STORE #4227

(LOT 1, BLOCK 1, MEAD CROSSINGS AMENDMENT NO. 1)

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED

**EXHIBIT C
FORM OF LETTER OF CREDIT**

Town of Mead
441 Third Street
Mead, CO 80542
Attn: Town Treasurer

Number: _____
Date: _____
Expiration: _____, 202_

DEAR SIR OR MADAM:

[NAME OF BANK] (“BANK”) HEREBY ESTABLISHES IN FAVOR OF THE TOWN OF MEAD, COLORADO (“BENEFICIARY”), FOR THE ACCOUNT OF _____, A _____ (INSERT TYPE OF ENTITY) (“CUSTOMER”), AN IRREVOCABLE LETTER OF CREDIT IN THE AMOUNT OF _____ DOLLARS (\$XXX,XXX) AVAILABLE BY IMMEDIATE PAYMENT UPON PRESENTATION AT BANK'S OFFICE AT [BANK'S ADDRESS] OF BENEFICIARY'S SIGHT DRAFT(S) IN AN AMOUNT NOT EXCEEDING \$XXX,XXX, AND EACH SIGHT DRAFT MUST BEAR THE REFERENCE: “DRAWN ON [BANK] IRREVOCABLE LETTER OF CREDIT NO. _____, DATED _____ [ISSUE DATE].”

IN ADDITION, THE BENEFICIARY’S SIGHT DRAFT(S) MUST BE ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN MANAGER OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS IRREVOCABLE LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH THE FULL UNDERSTANDING OF THE PARTIES HERETO AND BANK HEREBY PROMISES TO BENEFICIARY THAT ANY DRAFTS DRAWN UNDER OR IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO [BANK] ON OR BEFORE _____ [EXPIRATION DATE] (THE “EXPIRATION DATE”), OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THIS IRREVOCABLE LETTER OF CREDIT IS NONTRANSFERABLE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, BANK SHALL SEND BENEFICIARY NOTICE BY REGISTERED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT BANK HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

UPON RECEIPT BY BENEFICIARY OF SUCH NOTICE OF NON-EXTENSION, BENEFICIARY MAY DRAW ON THIS LETTER OF CREDIT FOR AN AMOUNT NOT TO EXCEED THE THEN AVAILABLE AMOUNT UNDER THE LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRATION DATE, BY PRESENTATION OF BENEFICIARY'S SIGHT DRAFT ACCOMPANIED BY A COPY OF THIS IRREVOCABLE LETTER OF CREDIT, CERTIFIED BY THE TOWN CLERK OR HIS OR HER DESIGNEE TO BE A TRUE AND COMPLETE COPY OF THIS LETTER OF CREDIT. UPON PRESENTATION OF SUCH SIGHT DRAFT AND CERTIFIED COPY OF THIS IRREVOCABLE LETTER OF CREDIT IN COMPLIANCE WITH THE TERMS CONTAINED HEREIN, BANK SHALL HONOR THE ACCOMPANYING SIGHT DRAFT(S) AND SHALL NOT BE REQUIRED TO DETERMINE QUESTIONS OF FACT OR LAW BETWEEN BENEFICIARY AND CUSTOMER.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER _____ UNDER TELEPHONE ADVICE TO _____ OR _____. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRATION DATE (OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE) IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

DEMANDS FOR PAYMENT OR DRAWINGS BY THE BENEFICIARY UNDER THIS LETTER OF CREDIT SHALL ALSO BE DEEMED TIMELY MADE IF PRESENTED BY EXPRESS, CERTIFIED OR REGISTERED MAIL OR COURIER, TO THE BANK AT THE BANK'S ADDRESS SET FORTH ABOVE, OR BY HAND DELIVERY TO BANK AT OUR ADDRESS ABOVE, OR BY FAX AS SET FORTH ABOVE ON OR BEFORE THE EXPIRATION DATE.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE MOST RECENT EDITION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

THE FORUM FOR ALL DISPUTES REGARDING THIS LETTER OF CREDIT SHALL BE THE DISTRICT COURT FOR THE COUNTY OF WELD, STATE OF COLORADO.

VERY TRULY YOURS,

[NAME OF BANK]

Title

EXHIBIT D

QUIKTRIP STORE #4227

(LOT 1, BLOCK 1, MEAD CROSSINGS AMENDMENT NO. 1)

SPECIAL PROVISIONS

1) State Highway 66 (SH-66) and Foster Ridge Drive Intersection

- a) **Roadway Improvements** - The Developer shall construct the auxiliary/turn lane on the south section of SH-66 in accordance with approved Construction Plans, including removal of existing roadway improvements (“South Turn Lane Improvements”). The Town shall not issue a Certificate of Occupancy (CO) for the Development prior to Colorado Department of Transportation (CDOT) conditional acceptance of the South Turn Lane Improvements.
- b) **Traffic Signals (SH-66)** - The Developer shall construct traffic signals at the intersection of SH-66 and Foster Ridge Drive in accordance with approved Construction Plans (“Traffic Signals”). The Town shall not issue a CO for the Development prior to Colorado Department of Transportation (CDOT) conditional acceptance of the Traffic Signals.

2) Foster Ridge Drive Roadway Improvements - The Developer shall construct the full section of Foster Ridge Drive in accordance with the approved Construction Plans, including removal of existing roadway improvements (“Foster Ridge Improvements”). The Town shall not issue a CO for the Development prior to Town’s conditional acceptance of the Foster Ridge Drive Improvements.

3) Highland Drive Roadway Improvements - The Developer shall construct the full section of Highland Drive in accordance with approved Construction Plans, including removal of existing roadway improvements (“Highland Drive Improvements”) The Town shall not issue a CO for the Development prior to Town’s conditional acceptance of the Highland Drive Improvements.

4) General Improvement District (GID)

- a) **Formation** - The Developer shall cooperate with the Town in the formation of a general improvement district, pursuant to C.R.S. § 31-25-601, *et seq.* (“GID”) over the Development and the remaining lots owned by Developer in the Mead Crossings subdivision, being generally described as:

Lots 1A, 1B, 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified Rule and Order recorded

August 6, 2009 at Reception No. 3640951,
County of Weld, State of Colorado.

Developer shall submit a petition to organize the GID to the Town Clerk in a form acceptable to the Town Attorney. Following formation, the GID will impose an operation and maintenance mill levy of five (5.000) mills, and tax revenues generated by the GID mill levy will be utilized by the GID to finance on-going operations and maintenance of public rights-of-way including but not limited to snowplowing, mill and overlay activities, maintenance of drainage infrastructure, the installation of public safety and wayfinding signage, and undertake other activities consistent with the Petition and Town Ordinance organizing the GID. Developer shall be authorized to request reimbursement of certain costs of wayfinding signage or site signage installed within Mead Crossings as part of an approved sign design program from the GID.

The Town shall not issue a CO for the Development prior to Developer's submittal of a petition to organize a District. The Developer will also cooperate to submit a Designation of Elector form to the Town Clerk in substantially the form attached to this Agreement as **Exhibit E**.

EXHIBIT E
Designation of Elector Form

DESIGNATION OF ELECTOR
TOWN OF MEAD-MEAD CROSSINGS GENERAL IMPROVEMENT DISTRICT
WELD COUNTY, STATE OF COLORADO

Filed pursuant to C.R.S. § 31-25-602(2)(b)

TO THE TOWN CLERK OF THE TOWN OF MEAD:

_____, the Designated Elector, who is a natural person, a citizen of the United States and a resident of the State of Colorado, and who is eighteen (18) years of age or older, is hereby designated by the entity identified below, as the owner of taxable real property in the boundaries of the proposed TOWN OF MEAD-MEAD CROSSINGS GENERAL IMPROVEMENT DISTRICT (or such other name of the district as may be identified with particularity in the Petition for Organization) (the “GID”), which entity is not a natural person, to vote for such owner as an “elector” of the GID. This designation supersedes and replaces any prior designation (if any) by the entity identified below.

QuikTrip Corporation, an Oklahoma corporation

By: _____

Name: _____

Title: _____

Property address: [TBD]

Legal description: See **Exhibit 1**

The address to be used for mailing a ballot to the Designated Elector:

The address where the Designated Elector is registered to vote:

Designated Elector phone number (optional): _____

Designated Elector email address (optional): _____

Exhibit 1

LOT 1, BLOCK 1, MEAD CROSSINGS, AMENDMENT NO. 1
COUNTY OF WELD,
STATE OF COLORADO

TOGETHER WITH:

Lots 1A, 1B, 1C, 1D, 2, 3, 4A, 4B, 5A, 5B, 5C, 5D, 8A, 8B, 8C, 8D, 9B, 9C, 12A, 12B,
12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C and Outlot A, Mead Crossings,

EXCEPT those portions thereof taken as fee title by the Department of Transportation, State of Colorado
by Rule and Order recorded December 1, 2008 at Reception No. 3592394 and as modified by Modified
Rule and Order recorded August 6, 2009 at Reception No. 3640951,
County of Weld, State of Colorado.