

WHEN RECORDED RETURN TO:

***Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview, Suite 300
Kansas City, MO 64111***

| | |
|--------------------|---|
| Document: | Release and Termination of Easement |
| Grantor: | QuikTrip Corporation |
| Grantee: | QuikTrip Corporation |
| Grantee's Address: | 5725 Foxridge Drive Mission, Kansas 66202-2401 |
| Legal Description: | See Page 1 and Exhibit A |
| References: | Document 1997I58582, Book I3067, Page 901 |

**RELEASE AND TERMINATION OF
EASEMENT**

THIS RELEASE AND TERMINATION OF EASEMENT (the "**Release**") is made and entered into as of the 28th day of APRIL, 2025 (the "Effective Date"), by QuikTrip Corporation (the "**Owner**").

RECITALS

A. The Owner (as successor in interest) is the owner of all of the real property located in Jackson County, Missouri, as legally described in the Grant of Easement dated September 12, 1997, recorded as Document 1997I58582; Book I3067, Page 901 (the "**Easement**") and attached hereto as Exhibit A affecting certain property legally described as follow:

Lots 1 and 2 Replat of QuikTrip Blue Parkway – Lots 1 and 2, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof (the "**Property**").

B. The Owner, as the successor owner of all the Property, including the Easement now desires to completely and forever release the Property from the effect of the Easement.

NOW, THEREFORE, for and in consideration of the covenants, conditions and restrictions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby agrees as follows:

1. **RELEASE FROM THE EASEMENT.** The Owner agrees that effective as of the Effective Date of this Release, the Property shall be completely and forever released from the force and effect of the Easement, and the Easement is hereby terminated. The Owner agrees that upon the Effective Date, the Easement shall not constitute an encumbrance to title to the Property or bind the current or any future owner(s) or occupant(s) of the Property.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first above written.

QUIKTRIP CORPORATION

By: [Signature]
Name: JASON ACORD
Title: REGIONAL DIRECTOR REAL ESTATE

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 28th day of April, 2025, before me, the undersigned Notary Public, in and for said state, personally appeared Jason Acord, Regional Director of Real Estate of QuikTrip Corporation, known to me to be the person described in and who executed the within document in behalf of said corporation, and acknowledged to me that he/she executed the same for the purposes therein stated, and he/she acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.

[Signature]
Notary Public:

My commission expires:

8-07-2025



EXHIBIT A
The Deed

96080153-3 ts
OLD REPUBLIC TITLE

97-1 58582

GRANT OF EASEMENT

I3067P 901

THIS GRANT OF EASEMENT (this "Easement"), is made and entered into effective as of this 18th day of September 1997, by QuikTrip Corporation, an Oklahoma Corporation, (hereinafter called the "Grantor"), in favor of Lee's Summit Car Wash, L.L.C., a Missouri limited liability company (hereinafter called the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate located in Lee's Summit, Jackson County, Missouri, legally described on Exhibit "A", attached hereto and incorporated herein by reference (the "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real estate located in Lee's Summit, Jackson County, Missouri, legally described on Exhibit "B", attached hereto and incorporated herein by reference (the "Grantee's Property") which lies adjacent to the Grantor's Property; and

WHEREAS, Grantee desires an easement over a portion of the Grantor's Property as legally described and depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Area"), for the use and benefit of the Grantee, its employees, agents, customers, tenants, mortgagees, successors and assigns; and

WHEREAS, Grantor is willing to grant said easement to Grantee, but only upon certain terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor does hereby grant to Grantee a perpetual and irrevocable non-exclusive easement over the Easement Area, for pedestrian and vehicular traffic, to provide ingress and egress to and from the property of Grantee described on Exhibit "B". It is understood that each party hereto may permit its respective lessees, licensees, invitees, employees and mortgagees to use the Easement Area hereby granted for ingress and egress to their respective properties located adjacent to or near the Easement Area. However, the Easement Area created in this Agreement does not include vehicle parking.

2. Both Grantor and Grantee shall have the right to establish such driveways on their own premises as they may determine and may construct such improvements on said premises as they may determine from time to time.

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GAS:lab 880048

I3067P 302

3. The Grantor shall be responsible for the obligation of maintaining the Easement Area. Said maintenance shall include, without limitation, the resurfacing and the removal of trash and snow as may from time to time be required. Grantor and Grantee shall, at their own expense, maintain such entrances and/or exits to and from the Easement Area as are located on their respective properties adjacent to the Easement Area.

4. Grantor and Grantee shall pay their own real estate taxes and assessments on their respective properties and Grantor shall be solely responsible for the real estate taxes and assessments on the Easement Area. In the event of any condemnation, each party shall be entitled to the entire award as relates to their respective properties without participation by the other owner.

5. Grantor reserves the right to close temporarily all or any portion of the Easement Area to such an extent as may be necessary in its opinion to prevent a dedication thereof or any accrual of rights in any person other than Grantee or in the public generally. Such temporary closing shall not continue in effect beyond a minimum number of days to accomplish the intended purpose.

6. This Grant of Easement herein to the Easement Area described on Exhibit "C", shall run with the land benefitted and burdened thereby (specifically the properties legally described in Exhibit "A" and Exhibit "B"), and shall be binding upon the Grantor and the Grantee and their heirs, successors and assigns. This Agreement shall not be modified or amended except in writing executed by the owners of the properties legally described on Exhibit "A" and Exhibit "B".

IN WITNESS WHEREOF, the Grantor has executed this Agreement, the day and year first above written.

(STATE OF MISSOURI) SS
(COUNTY OF JACKSON)
I CERTIFY INSTRUMENT RECEIVED


1997 SEP 22 P 12:05.5

I3067P 302
RECORDED
DIRECTOR OF RECORDS

QuikTrip Corporation,
an Oklahoma Corporation

BY:

ITS:


TERRY L. CARTER

"Grantor"

3.0
3.0
4.0
20.0
30.0
Carter

GAZ:kab 00048

-2-

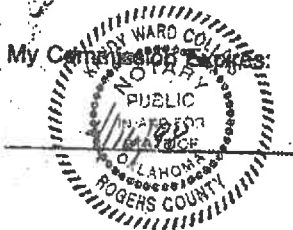
13067P 903

STATE OF Oklahoma)
COUNTY OF Tulsa) ss.

On this 12th day of September, 1997, before me personally appeared Terry L. Carber, to me personally known, who being by me duly sworn, did say that he is the Se. President of QuikTrip Corporation, an Oklahoma corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

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

Kandy Ward Collins
Printed Name: Kandy Ward Collins
Notary Public in and for said State OK
Commissioned in Tulsa County



GAB:kab 880048

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13067P 904

EXHIBIT "A"
Legal Description of the Grantor's Property
(the Burdened Property)

A tract of land lying in the Southwest Quarter, of the Southwest Quarter of Section 6, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, and also being a part of QUIKTRIP BLUE PARKWAY, a subdivision in the city of Lee's Summit, Missouri, according to the recorded plat thereof, said tract being more particularly described as follows:

Tract 1, Tract 2, and Tract 3, QUIKTRIP BLUE PARKWAY, a subdivision in the City of Lee's Summit, Missouri, according to the recorded plat thereof, except the following described tract:

BEGINNING at the Northwest corner of Tract 1 of said QUIKTRIP BLUE PARKWAY; THENCE North 90 degrees 00 minutes 00 East along the South right-of-way line of West 2nd Street a distance of 218.06 feet; THENCE South 44 degrees 58 minutes 35 seconds East, a distance of 35.18 feet to a point lying on the West line of a 80.00 feet wide tract as described in Book I-774, at Page 1056; THENCE South 00 degrees 02 minutes 49 seconds West, along said West line a distance of 128.67 feet; THENCE South 90 degrees 00 minutes 00 seconds West - measured (North 89 degrees 57 minutes 11 seconds West - deeded) a distance of 245.42 feet to the West line of said Tract 1, QUIKTRIP BLUE PARKWAY; THENCE North 00 degrees 58 minutes 11 seconds East a distance of 153.58 feet to the point of beginning.

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EXHIBIT "B"
Legal Description of the Grantee's Property
(the Benefitted Property)

A tract of land lying in the Southwest Quarter, of the Southwest Quarter of Section 6, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, and also being a part of QUIKTRIP BLUE PARKWAY, a subdivision in the city of Lee's Summit, Missouri, according to the recorded plat thereof, said tract being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 1 of said QUIKTRIP BLUE PARKWAY; THENCE North 90 degrees 00 minutes 00 seconds East along the South right-of-way line of West 2nd Street a distance of 218.06 feet; THENCE South 44 degrees 58 minutes 35 seconds East, a distance of 35.18 feet to a point lying on the West line of a 80.00 foot wide tract as described in Book I-774, at Page 1056; THENCE South 00 degrees 02 minutes 49 seconds West, along said West line a distance of 128.67 feet; THENCE South 90 degrees 00 minutes 00 seconds West - measured (North 89 degrees 57 minutes 11 seconds West - deeded) a distance of 245.42 feet to the West line of said Tract 1, QUIKTRIP BLUE PARKWAY; THENCE North 00 degrees 58 minutes 11 seconds East a distance of 153.58 feet to the point of beginning.

EXHIBIT "C"
Description of Easement Area

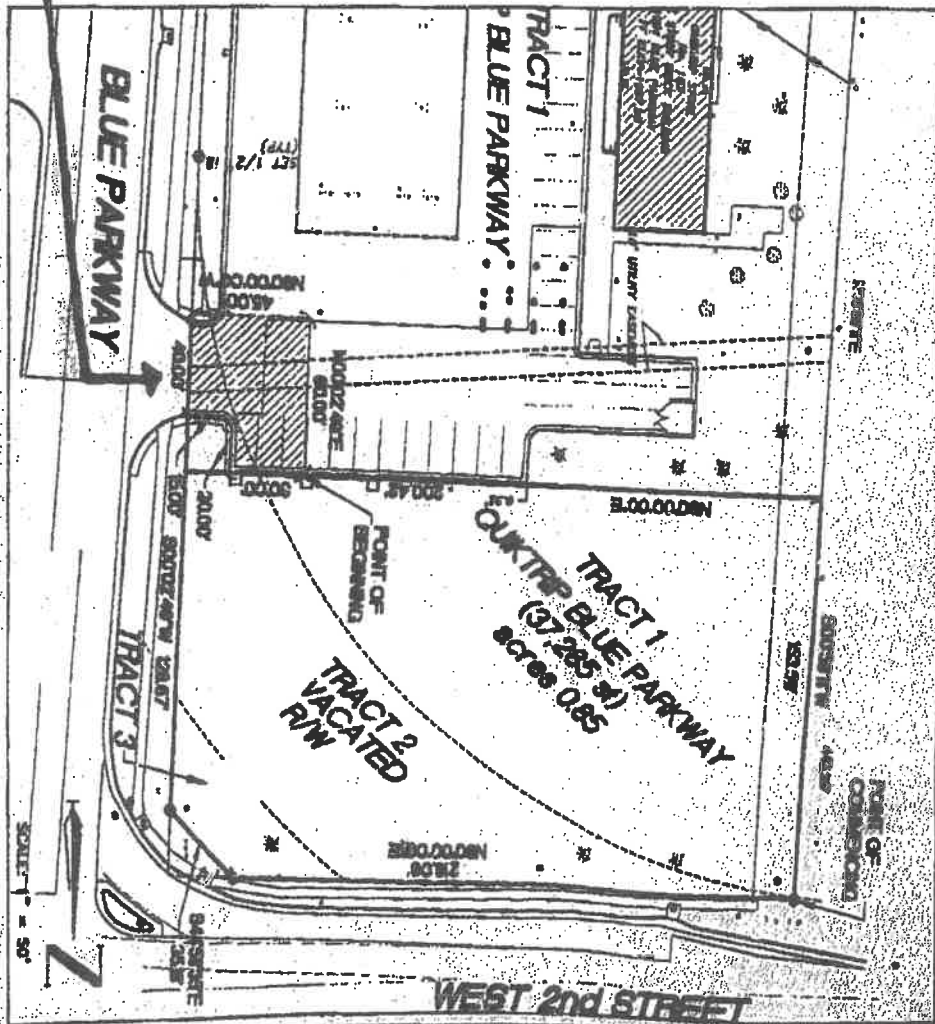
I3067P 906

Legal Description

A tract of land lying in the Southwest Quarter of the Southwest Quarter of Section 6, Township 47 North Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, and also being a part of Tract 1, and Tract 2, QUIKTRIP BLUE PARKWAY, a subdivision in the City of Lee's Summit, Missouri, according to the recorded plat thereof, said tract being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract 1; THENCE S 00°58'11" W along the West line of Tract 1, a distance of 153.58 feet to a point; THENCE N 90°00'00" E a distance of 200.42 feet to the POINT OF BEGINNING; THENCE continuing N 90°00'00" E a distance of 30.00 feet to a point; THENCE S 00°02'49" W a distance of 20.00 feet to a point; THENCE N 90°00'00" E a distance of 15.00 feet to a point lying on the West right-of-way line of Blue Parkway; THENCE S 00°02'49" W along said West right-of-way line, a distance of 40.00 feet to a point; THENCE N 90°00'00" W a distance of 45.00 feet to a point; THENCE N 00°02'49" E a distance of 60.00 feet to the point of beginning, containing 2,400 square feet, or 0.055 acres more or less.

(As illustrated at right by the diagonal lines at the entrance area.)



DON UXA

Sur & Eng. Parkway

WI

1500 W. 87TH PARKWAY, SUITE 100
LINCOLN, NEBRASKA 68516-2070
402-441-1111 FAX 402-441-1112