CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-500 – Approving a Petition to establish the Joplin Sports Facility Community Improvement District, creating the District, and approving a Cooperative Agreement between the City, the District, and Prospect Village, LLC

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-500 Ordinance; Exhibit "A" Community Improvement District Petition; Blight Study; Map of Community Improvement District; Exhibit "B" Cooperative Agreement between the City, the District, and Prospect Village, LLC

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Petition to establish the Joplin Sports Facility Community Improvement District (CID) for the area generally described as approximately 303 acres around the intersection of 20th Street and Range Line Road, and south of 11th Street north of the Kansas City Southern rail line. This Council Bill also approves a Cooperative Agreement between the City, the CID, and Prospect Village, LLC.

BACKGROUND
Prospect Village, LLC (the Developer) has proposed a redevelopment project called Prospect Village. The proposed project includes the use of tax increment financing and two community improvement districts to help fund construction of an approximately 135,000 square foot indoor Sports Complex along with 2 adjacent artificial turf outdoor athletic fields, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet. In addition, after a future amendment to the TIF Plan following removal of a portion of the property from a FEMA designated floodplain, it is anticipated that approximately 375 multifamily housing units will be constructed. Improvements necessary to develop the project also include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

This Council Bill relates to the Joplin Sports Facility CID which is the first of the two community improvement districts associated with the project. A petition to form the second community improvement district, the Woodsonia Marketplace CID, will be submitted in the future. The primary purpose of the Joplin Sports Facility CID will be to fund the construction of the public indoor sports complex and outdoor fields. The primary purpose of the future Woodsonia Marketplace CID will be to fund public improvements and other site improvements necessary for the overall project.

The Petition to establish the Joplin Sports Facility CID was submitted to the City on December 18, 2024, by property owners within the boundaries of the proposed CID, collectively owning more than fifty percent (50%) by assessed value of the real property and more than fifty percent (50%) per capita of all owners of real property within the proposed CID. The Petition proposes that the CID will add a 1% sales tax within the District to fund public improvements associated with the proposed sports complex facility portion of the overall project. The additional sales tax will end at the earlier of twenty-seven years from the date the district is established, or until the entire cost of the CID Services and CID projects as set forth in the Petition are repaid, or until any bonds issued are fully repaid.

The CID will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The Petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board and have access to certain financial records.

According to Missouri Revised Statutes, blight is defined as follows:

> "Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

A blight study by Sterrett Urban, LLC. determined the area is a "blighted area" creating an economic underutilization and an inability to pay reasonable taxes. The study concludes the following blight factors are present:

- Insanitary or unsafe conditions
- Deterioration of site improvements
- The existence of conditions which endanger life or property by fire and other causes

The City, the CID, and the Developer are the parties to the CID Cooperative Agreement. The main provisions of the CID Cooperative Agreement are as follows:

- The Agreement describes the obligations of the parties regarding the CID Project which includes the acquisition of property and construction and maintenance of the publicly owned sports complex facility. The Developer will be responsible for acquiring the property necessary for the sports complex facility, performing all site work for the facility, and constructing the sports complex facility. The property will be conveyed to the CID or City pursuant to a separate Purchase and Sale Agreement between the parties. The sports complex facility will be designed and constructed by the Developer pursuant to the terms of a separate Construction Management Agreement between the parties. The City and CID will work with the Developer to develop the plans, specifications, and ultimate design of the sports complex facility.

- The Agreement provides that funding of the costs associated with the CID Project is anticipated to be provided by the proceeds of a bond issuance by the Industrial Development Authority to be repaid solely by CID sales tax revenues.

- Costs associated with the CID Project to be paid from the bond proceeds will be reviewed and certified by both the CID and the City before payment is made.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

JOPLIN SPORTS FACILITY
COMMUNITY IMPROVEMENT DISTRICT

PETITION TO THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Submitted December 18, 2024

PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("City Council") of the City of Joplin, Missouri ("City"):

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described Joplin Sports Facility Community Improvement District ("District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. ("Act"). In support of this petition ("Petition"), Petitioners set forth the following information in compliance with the CID Act.

1. **Boundaries, Legal Description, and Map of District**

   The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. **Name of District**

   The name of the District is Joplin Sports Facility Community Improvement District.

3. **Signatures May Not Be Withdrawn**

   Notice has been provided to all signers of the Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. **Five-Year Plan**

   A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. **District Type**

   District is a political subdivision of the State of Missouri in accordance with the Act.

6. **District Governance, Number of Directors**

   The District is governed by a board of directors appointed by City, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District is governed by a Board of Directors ("Board") consisting of 5 members, who have been appointed by the municipality in accordance with the Petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

(3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo;

(4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors; and

(5) At least one director must be someone who (1) resides within the City; (2) is qualified to vote; (3) has no financial interest in any real property or business in the District; and (4) is not a relative to an owner of real property or a business within the District.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms were identified by the City as follows:

Ryan Stanley	4 years	City Representative
Derek Edwards	4 years	City Representative
Fred Palmer	2 years	City Representative
Dustin Parker	2 years	City Representative
Patty Vavra	2 years	Independent Director

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not

able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Ex Officio Members. The City may designate an ex officio member to the District's Board of Directors who may attend all open meetings of the Board but shall have no voting power. The ex officio member may attend closed meetings of the Board unless the member has a conflict of interest regarding the subject matter of the closed meeting and/or the subject matter of the closed meeting involves potential or actual legal actions relating to the City. The District shall provide the ex officio member with notice of all meetings and copies of all correspondence provided to the members of the Board. The City's failure to designate an ex officio member will not affect the Board's ability to meet, act upon certain matters and otherwise carry out its business.

f. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Joplin, Missouri's City Clerk ("City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from City Council at the next regular meeting of City Council, or (ii) return the slate to the Board with a request for alternates for any or all of the Board petitions identified on the slate.

Should City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten (10) days of such refusal, the Board shall submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of City Council at the next regular meeting of City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of City Council.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Jasper County Assessor's Office as of the date of this Petition, is $21,428,300. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at $10,903,820 representing 51% of the assessed value of all of the real property within the District.

9. Determination of Blight

Petitioners are seeking a determination that the District Land is a blighted area pursuant to the Act as shown in the Blight Study attached as Exhibit E. Upon a finding of blight by the City Council, the District may contract with any private property owner within the District to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure on such property provided that the City Council has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.

10. Proposed Length of Time

The District will continue to exist and function until the earlier of: (1) all of the obligations (and accrued interest), as defined in the Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the Act.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of the CID Sales Tax within the District. The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District may by resolution of the Board, and in accordance with the Act, impose a sales tax ("CID Sales Tax") at a maximum rate of one percent (1.0%) upon all eligible retail sales within the District.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District is not authorized to impose any real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the 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 Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition 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 Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000**

DBA (if any): DHH Investments

Property Address: 2120 S Davis Blvd

Owner's telephone number: 417-529-7000

Owner's mailing address: P.O. Box 2495, Joplin MO 64803

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	**Trust**
	Nonprofit Corporation	Other: _____

Map and parcel number: 20401800000013004; Assessed Value: $90,800 current $29,060

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/29/24

Signature: Duane Hukill
Name: Duane Hukill
Title: Owner

Date: 2/29/24

Signature: Holly L Hukill
Name: Holly Hukill
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 29th day of February 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. Hukill and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000, who executed the within instrument on behalf of said Trust and he/she/they acknowledged the execution of the same to be the act and deed of said Trust.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amy Beth Sanell
NOTARY PUBLIC

My Commission Expires:
5/28/27

AMY BETH SANELL
Notary Public-Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires May 28, 2027
Commission #19601356

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **CITY OF JOPLIN MO**
DBA (if any): _____
Property Address: E 25th St
Owner's telephone number: 417-624-0820
Owner's mailing address: 602 S Main St, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: Municipality**

Map and parcel number: **20401800000014006**
Assessed Value: **$0**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-18-24

Signature: Nick Edwards
Name: Nicholas Edwards
Title: City Manager

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 18th day of December 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nick Edwards, the City Manager for the City of Joplin, who executed the within instrument on behalf of City and acknowledged the execution of same to be the act and deed of the City.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Roschelle Forsythe
NOTARY PUBLIC

My Commission Expires:
July 5, 2026

ROSCHELLE FORSYTHE
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 5, 2026
Commission #18211596

{34054 / 72524; 1035922. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **2340 Real Property, LLC**

DBA (if any): **Schuber Mitchell Homes**

Owner's telephone number: 417-626-7000

Owner's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Kit Eaker

State basis of legal authority to sign: Company Representative

Signer's telephone number: 471-626-7000

Signer's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: 19601310013018000

Assessed Value (2023): $852,330.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/12/2024

Signature: _____
Name: Kit Eaker
Title: Director of LEAD

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

Be it remembered, that on this 12 day of Dec, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came KIT EAKER, the Director of LEAD of 2340 Real Property, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 2-7-28

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Missouri Development Enterprises, LLC**
DBA (if any): _____
Owner's telephone number: 417-782-1500
Owner's mailing address: 1701 W 26th Street, Suite C, Joplin, MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | Limited Partnership
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 1) **19601310013009000** 1) **$398,820.00**
2) **19601310013014000** 2) **$254,770.00**

Assessed Value: **$653,590.00**

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-17-2024

Signature: _____
Name: Richard Joseph, Jr.
Title: Owner/Manager

STATE OF Missouri)
) ss.
COUNTY OF Christian)

Be it remembered, that on this 17th day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RICHARD JOSEPH, JR., the OWNER/MANAGER of Southwest Missouri Development Enterprises, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Gayla J Sparks
NOTARY PUBLIC

My Commission Expires:

GAYLA J SPARKS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 24, 2026
Commission #22543338

EXHIBIT B

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Fletcher Realty, LLC**

DBA (if any): _____

Owner's telephone number: _____

Owner's mailing address: 5922 Warden Rd, North Little Rock AR 72120

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: Corporation General Partnership **Limited Liability Company** Limited Partnership Urban Redevelopment Corp Trust Nonprofit Corporation Other: _____

Map and parcel numbers:

1. **20401800000012000**
2. **20401800000026000**
3. **20401800000022000**
4. **20401800000013003**

Assessed Values:

1. **$661,000.00** 211,520
2. **$2,999,320.00** 983,090
3. **$4,316,170.00** 1,405,530
4. **$2,647,010.00** 896,840

TOTAL: $10,650,500.00 $3,496,980

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/6/23

Signature: _____

Name: Thomas W. Roy III

Title: Manager/CFO

STATE OF Arkansas)
) ss.
COUNTY OF Pulaski)

Be it remembered, that on this 6th day of December, 2023, before me, a Notary Public in and for the County and State aforesaid, came Thomas W. Roy III, the Manager/CFO of Fletcher Realty, LLC, an Arkansas limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amanda Peavey
NOTARY PUBLIC

My Commission Expires:

12-17-28

AMANDA PEAVEY
MY COMMISSION # 12369031
EXPIRES: December 17, 2028
Saline County

CID #2

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **4 State Corral, LLC**
DBA (if any): NONE
Property Address: 2415 S Rangeline Rd
Owner's telephone number: 417-396-2109 - 361-290-7562
Owner's mailing address: 3090 N Hidden Hollow Ln, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Chock L. Billy - Robert I. CAIRNS
State basis of legal authority to sign: owners
Signer's telephone number: SAME AS owners
Signer's mailing address: 3090 N. Hidden Hollow LN. Joplin MO. 64801
8105 Old White River Rd. Rogers Ark 72756

If owner is an individual: ~~Single~~ Married N/A

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | ~~Limited Partnership~~
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 20401800000027001
Assessed Value: $1,776,360.00 Current $573,330

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 1-3-2024

Signature: [signature]
Name: Chock L. Billy - Robert I. CAIRNS
Title: owners

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 3rd day of January, 2024, before me, a Notary Public in and for the County and State aforesaid, came Chock L Billy - Robert I Cairns, the owners of 4 State Corral, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Christine Gier
NOTARY PUBLIC

My Commission Expires: Feb 20, 2024

CHRISTINE GIER
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Feb. 20, 2024
Commission #20723354

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Pinnacle Bank**
DBA (if any): _____
Property Address: 2433 S Rangeline Rd
Owner's telephone number: _____
Owner's mailing address: 802 Main St, Joplin MO 64802
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Travis Spencer
State basis of legal authority to sign: MO
Signer's telephone number: 417-623-4811
Signer's mailing address: travis.spencer@pinnbank.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: BANK**

Map and parcel number: **20401800000028000**
Assessed Value: **$885,510.00** Current $288,970

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 3.27.24

Signature: _____
Name: Travis Spencer
Title: Mkt Pres

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 27th day of March 2024, before me, a Notary Public in and for the County and State aforesaid, came Travis Spencer, the Market President of Pinnacle Bank, a [NEBRASKA BANKING INSTITUTION] ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Jennifer Wetzel
NOTARY PUBLIC

My Commission Expires: 3-5-26

JENNIFER WETZEL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 5, 2026
MCDONALD COUNTY
COMMISSION #14588851

{33861 / 70863; 1008508. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Range Line Investors, L.L.C.**
DBA (if any): _____
Property Address: S Geneva Ave
Owner's telephone number: (913) 649-4600
Owner's mailing address: 7217 W 110th St, Shawnee Mission KS 66210
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014004**
Assessed Value: **$301,300.00** Current $95,680

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: February 29th, 2024

Signature: _____
Name: David J. Christie
Title: Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered, that on this 29th day of February, 2024 before me, a Notary Public in and for the County and State aforesaid, came David J Christie the Manager of Range Line Investors, L.L.C., a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Allison Edwards
NOTARY PUBLIC

My Commission Expires: August 27, 2025

NOTARY PUBLIC - State of Kansas
ALLISON EDWARDS
My Appt. Expires 8/27/2025

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **KAP Property Investments, LLC**
DBA (if any): _____
Property Address: 2120 Davis St
Owner's telephone number: _____
Owner's mailing address: 10210 Center Ridge Dr., Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Andrew J. Roy
State basis of legal authority to sign: _____
Signer's telephone number: 417-850-6607
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000013000**
Assessed Value: **$425,810.00** Current $149 520

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/27/24

Signature: Andrew J Roy
Name: Andrew J. Roy
Title: Member

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 27th day of February ~~2023~~ 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew J Roy, the Member/Signer of KAP Property Investments, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amber L Babb
NOTARY PUBLIC

My Commission Expires: 8-22-2027

AMBER L BABB
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: August 22, 2027
ID #23470422

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Continence Restoration Center, LLC**
DBA (if any): _____
Property Address: 2120 S. Davis Blvd.
Owner's telephone number: _____
Owner's mailing address: 8458 Cedar Dr., Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christopher Roberts
State basis of legal authority to sign: owner
Signer's telephone number: (417) 434-1230
Signer's mailing address: 8458 Cedar Drive Joplin MO 64804

If owner is an individual: Single (Married)

If owner is not an individual state what type of entity: Corporation; (Limited Liability Company); Urban Redevelopment Corp; Nonprofit Corporation; General Partnership; Limited Partnership; Trust; Other: _____

Map and parcel number: **20401800000013002**

Assessed Value: ~~**$616,880.00**~~ $197,400.00

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 10/11/24

Signature: Christopher Roberts
Name: Christopher Roberts
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 11th day of Oct, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christopher Roberts, the Owner of Continence Restoration Center, LLC a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Celina Brown
NOTARY PUBLIC

My Commission Expires: April 3rd, 2027

CELINA BROWN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 23138402
My Commission Expires Apr 3, 2027

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Jasper Products, L.L.C.**

DBA (if any): _____

Owner's telephone number: 417 206 3333

Owner's mailing address: 3877 E. 27th St., Joplin, MO 64808

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Randy Skienderiel

State basis of legal authority to sign: VP, Supply Chain & Admin

Signer's telephone number: 417 208-1118

Signer's mailing address: randy.skienderiel@jasperproducts.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:

1. 20401800000079004
2. ~~20401800000078000~~
3. ~~20401800000070001~~

Assessed Value:

1. $2,129,790 current $2,889,410
2. ~~$21,790 etc~~
3. ~~$129,960 etc~~

TOTAL: $2,281,540 ~~$3,041,160~~ $2,889,410

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: June 14, 2024

Signature: _____

Name: Randy Skienderiel

Title: VP Supply Chain & Admin

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 14 day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Randy Skienderiel, the VP Supply Chain & Admin of Jasper Products ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

Feb 12, 2028

SAMANTHA FLORES
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 24895046
My Commission Expires Feb 12, 2028

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Simmons Bank, successor in interest to Liberty Bank**
DBA (if any): _____
Owner's telephone number: 1-866-246-2400
Owner's mailing address: 4625 S. National Ave., Springfield, MO 65810

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christian Lewis
State basis of legal authority to sign: Missouri
Signer's telephone number: 417-875-5234
Signer's mailing address: 4625 S. National Ave., Springfield, MO 65810

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: Bank

Map and parcel number: **19601310013015000**

Assessed Value: **$1,173,620** current AV $375,560

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/5/2024

Signature: _____
Name: Christian Lewis
Title: Vice President, Regional Community Executive

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Be it remembered, that on this 5th day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christian Lewis, the VP, Regional Community Executive of Simmons Bank, successor in interest to Liberty Bank, a banking institution ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 05-15-2027

VANESSA A. GILMORE
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 15, 2027
Commission #15446884

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **BURKAT, LLC**
DBA (if any): _____
Property Address: 2705 S Rangeline Rd
Owner's telephone number: 417-622-9149
Owner's mailing address: 3715 Red Fox Run, Joplin MO 64804 (3715 RED FOX RUN JOPLIN MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: IFTIKHAR ALI
State basis of legal authority to sign: OWNER
Signer's telephone number: 417-622-9149
Signer's mailing address: 3715 RED FOX RUN JOPLIN, MO 64804

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000034000**
Assessed Value: **$553,650.00** ✓

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/12/24

Signature: _____
Name: IFTIKHAR ALI
Title: OWNER

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 13th day of June, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Iftikhar Ali, the owner of Burkat, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 11/16/2024

Kyle Birkinsha
Notary Public - Notary Seal
State of Missouri
Jasper County
My Commission Expires: 11/16/2024
Commission # 12640041

{33861 / 70863; 1008092. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Sooner Two, LLC**

DBA (if any): _____

Property Address: 1. 1935 S Rangeline (Aspen Dental); 2. S Rangeline Rd

Owner's telephone number: _____

Owner's mailing address: 1027 S. Main St., Ste 203, Joplin MO 64801

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel numbers: **1. 20401800000017003**
2. 20300730004030005

Assessed Values: **1. $714,240.00** ~~-current~~ $227,550
2. $125,000.00 **TOTAL: $839,240.00** ~~$~~ $252,090
Current $24,540

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 4-18-24

Signature: _____
Name: Michael Joseph
Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 18 day of April, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Joseph, the Manager of Sooner Two, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 10/25/2025

MONICA LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JASPER COUNTY
MY COMMISSION EXPIRES OCT. 25, 2025
ID #21576910

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Acme Land Company**
DBA (if any): _____
Property Address: 1. 2601 S Rangeline Rd; 2. S Rangeline Rd
Owner's telephone number: 417 624 5825
Owner's mailing address: P.O. Box 66, Joplin MO 64803
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: **Corporation** General Partnership; Limited Liability Company; Limited Partnership; Urban Redevelopment Corp; Trust; Nonprofit Corporation; Other: S-corp

Map and parcel numbers: **1. 20401800000031000**
2. 20401800000031001
Assessed Values: **1. $889,490.00** current $283,550 **2. $232,190.00** current $74,300 **TOTAL: $1,232,680.00** $357,850

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 5/13/24

Signature: R Newton Sharp
Name: R. Newton Sharp
Title: President

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 13th day of May, 2023, before me, a Notary Public in and for the County and State aforesaid, came R. Newton Sharp, the President of Acme Land Company, a Delaware corporation ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Cathy A Taylor
NOTARY PUBLIC

My Commission Expires:
3/22/2027

CATHY A. TAYLOR Comm. Exp. 3/22/2027 NOTARY PUBLIC NOTARY SEAL #15530333 Newton County STATE OF MISSOURI

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **International Paper Company**
DBA (if any): _____
Property Address: Behind Home Depot - Rangeline
Owner's telephone number: _____
Owner's mailing address: P.O. Box 2118, Memphis TN 38101
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014000**
Assessed Value: ~~**$120,000.00**~~ Current $147,400.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 8-19-2024

Signature: W. Neely Mallory IV
Name: W. Neely Mallory IV
Title: Director, Global Real Estate

Ignacio Vincentelli (Aug 17, 2024 10:28 CDT)

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

Be it remembered, that on this 19th day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Neely Mallory IV, the Director, Real Estate of International Paper Company, a New York corporation ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

DOROTHY D. BAILEY NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES: MARCH 02, 2028

Dorothy D. Bailey
NOTARY PUBLIC

My Commission Expires:

CLERK'S RECEIPT OF PETITION

This Petition to create the Joplin Sports Facility Community Improvement District was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of _____, 2024.

_____
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

OWN
Engineering beyond.™

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT B
MAP OF DISTRICT

See Attachment

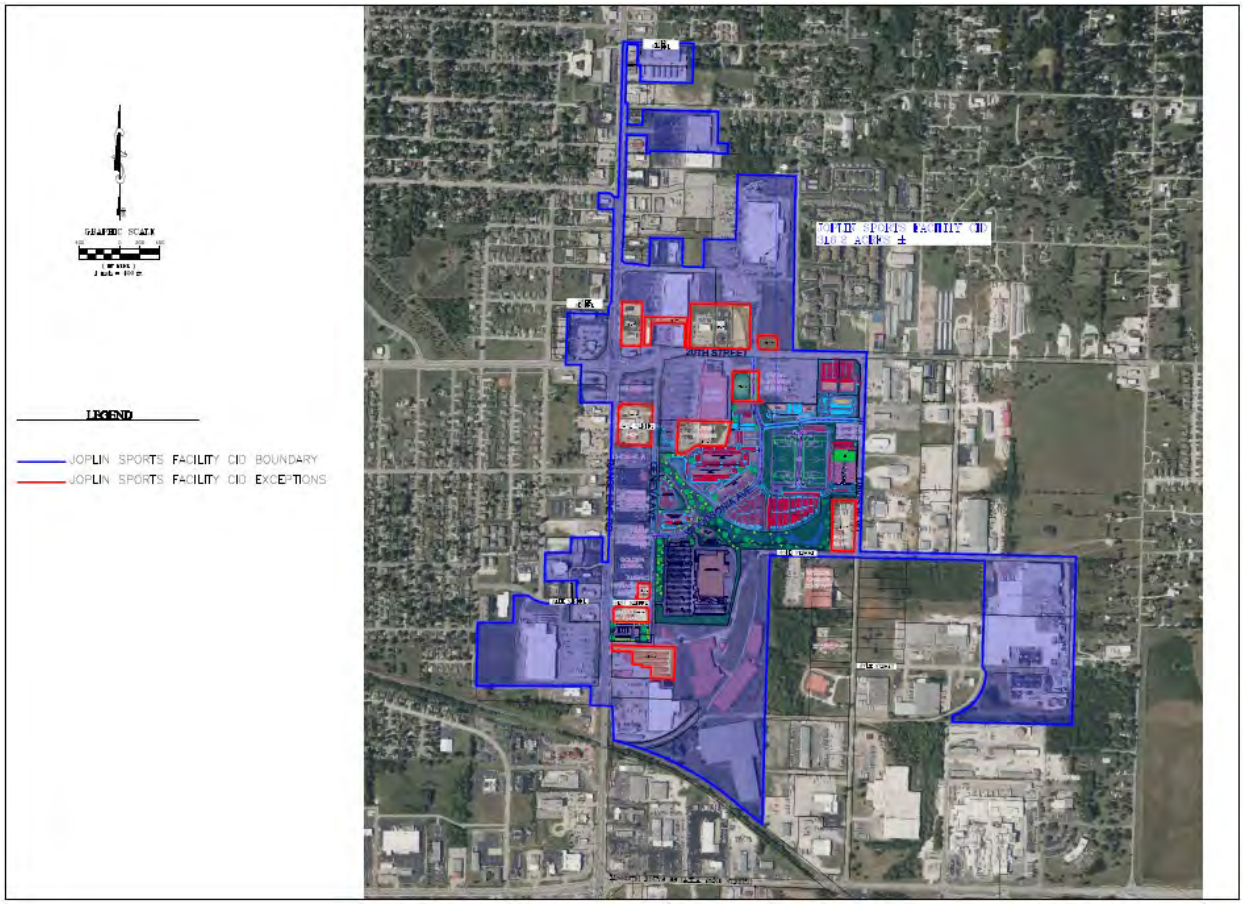

LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
26TH STREET

EXHIBIT C

EXHIBIT C		
CID Property	Parcel Number	Current Property Assesed Value
Duane D. Hukill & Holly L Hukill Co-Trustees of the Duane D. and Hally L. Hukill Revocable Trust Agreement dated August 8 2000	20401800000013004	$29,060
Fletcher Realty, LLC (Toyota)	20401800000022000	$1,405,530
Fletcher Realty, LLC (Nissan)	20401800000026000	$983,090
Fletcher Realty, LLC (Subaru)	20401800000013003	$896,840
Fletcher Realty, LLC	20401800000012000	$211,520
Shuber-Mitchell Homes, LLC (2340 Real Property)	19601310013018000	$852,330
4 State Corral, LLC	20401800000027001	$573,330
Pinnacle Bank	20401800000028000	$288,970
Range Line Investors L.L.C.	20401800000014004	$95,680
KAP Property Investments, LLC	20401800000013000	$140,520
Southwest Missouri Development Enterprises, LLC	19601310013009000	$398,820
Southwest Missouri Development Enterprises, LLC	19601310013014000	$254,770
Continence Restoration Center, LLC	20401800000013002	$197,400
Jasper Products, L.L.C.	20401800000079004	$2,889,410
Simmons Bank	19601310013015000	$375,560
Burkat, LLC	20401800000034000	$553,650
Sooner Two, LLC	20401800000017003	$227,550
Sooner Two, LLC	20300730004030005	$24,540
Acme Land Company	20401800000031000	$283,550
Acme Lane Company	20401800000031001	$74,300
Joplin City	20401800000014006	$0
International Paper Company	20401800000014000	$147,400
Wal-mart Real Estate Business Trust	20300730004034000	$2,113,810
Broadmoor at Chelsea Co. L.P.	19601340001001000	$1,433,460
Broadmoor at Chelsea Co. L.P.	19601310014002000	$89,340
Herman Realty Company	20300720026007000	$237,740
Market Parking, Inc.	20300730004017000	$855,340
Warren Davis Properties	20300730004028000	$1,222,480
HD Development of Maryland, Inc.	20401800000014003	$1,061,170
BlackHooks Investments, LLC	19101240009001000	$158,630
Sutherland Building Material, Inc.	20401800000037000	$642,090
CFA-NC Townridge Square LLC	20401800000021000	$473,020
Ralco Enterprises, Inc.	20401800000017001	$540,940
Majzoub Family Partnership	20401800000017000	$167,990
Majzoub Family Partnership	19101240019010001	$430,950
Larry Fugate Trust	19601310001018000	$210,450
2918 East 20th Street, LLC	19601310001002000	$79,310
R&A Holdings, LLC	20300730004025000	$464,770
Aldi, Inc.	20300730004031000	$342,990
Total Parcels - 39 Total Owners - 31		$21,428,300

EXHIBIT D
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General**. The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

(1) Provide or cause to be provided for the benefit of the District, a 135,000 square feet state of the art sports facility which will host regional tournaments in a variety of sports.

(2) Fund the costs, expenditures, and undertakings of the Sports Complex.

(3) To levy and collect the Sales Tax in order to provide a source of payment for the Sports Complex.

(4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five-Year Budget**. The estimated revenue from the Sales Tax and expenditures for the initial five years of the District are set out on Exhibit D-1:

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective January 1, 2025, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

EXHIBIT D-1

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E

BLIGHT STUDY

[SEE ATTACHED]

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

STERRETTURBAN LLC

Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

Table of Contents

Section I: **Introduction**
Definitions
Study Methodology
Previous Blight Determinations
Legal Description
Ownership
Boundary Map

Section II: **Study Area Overview**
Location & Access
Land Area
Topography
Utilities
Zoning
Environmental
Real Estate Taxes
Existing Improvements
Billboards

Neighborhood Demographics
Population & Household Income
Unemployment

Section III: **Determination of Study Area Conditions**
RSMo. 99.805(1)

Appendices
Appendix A: Property Ownership & Legal Descriptions
Appendix B: Property Valuation & Taxes
Appendix C: Summary of Properties & Blighting Factors Present
Appendix D: Supplemental Information
Appendix E: Certification / Assumptions & Limiting Conditions / Qualifications

Section I

Introduction

The purpose of this analysis is to determine if the proposed Joplin Sports Facility Community Improvement District, which consists of approximately 260.9 acres (excluding right of way), and thirty-nine (39) property/tax parcels located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri (as further described herein, the "Study Area") qualifies as a "blighted area" according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "CID Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban ("Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix D.

The Consultant visited the Study Area in August and September 2024. The effective date of this study is September 11, 2024, the last date of inspection.

The Study Area is depicted in the map included on the following pages. The Study Area encompasses thirty-nine (39) property/tax parcels and approximately 260.9 acres of property (excluding right of way).

Definitions

Community Improvement District

Chapter 67 of the Missouri Revised Statutes, entitled "Political Subdivisions, Miscellaneous Powers", under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is in a blighted area, or includes a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

> 2. *Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:*
>
> *(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
>
> *(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.* (67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

> "Blighted area", the same meaning defined pursuant to section 99.805; (67.1401.2(3) RSMo.)

RSMo. 99.805 provides the following definition for a blighted area:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed community improvement district. According to state law, it is unnecessary for every condition of blight to be present to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the study area as a whole.

With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Summary of Findings" provides conclusions regarding the analysis and presence of blight in key areas; however, the city of Joplin, Missouri ("City") will make a final determination of a blighted area for the entire Study Area.

Study Methodology

The purpose of this work was to analyze conditions located within the Study Area to determine if it qualifies as a blighted area as defined in the CID Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions present in the Study Area.

Data was collected from the City and Jasper County ("County") to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through the County and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the city, state, and plan proponent.

The Consultant visited the Study Area in August and September 2024. The effective date of the study is September 11, 2024, the last date of inspection.

Previous Blight Determinations

Proposed Community Improvement District

The Study Area encompasses portions of two existing tax increment financing ("TIF") redevelopment plans.

The 1717 Market Place TIF Plan, which was originally approved by the City on January 10, 2005 by Ordinance No. 2005-006 with a finding of blight, includes three (3) property/tax parcels in the Study Area.

The Recovery TIF Plan, which was originally approved by the City on December 1, 2012 by Ordinance No. 2012-230 with a finding of blight was designed to aid redevelopment in an area of 3,100 acres impacted by the EF-5 tornado that struck the City on May 22, 2011. The eastern boundary of the Recovery TIF Plan is the western side of S. Range Line Road between 15th Street and 24th Street immediately north and west of the Study Area – and includes eight (8) property/tax parcels in the Study Area.

It should be noted that the statutory definition of blight was changed effective August 28, 2021, after these two TIF plans were initially approved.

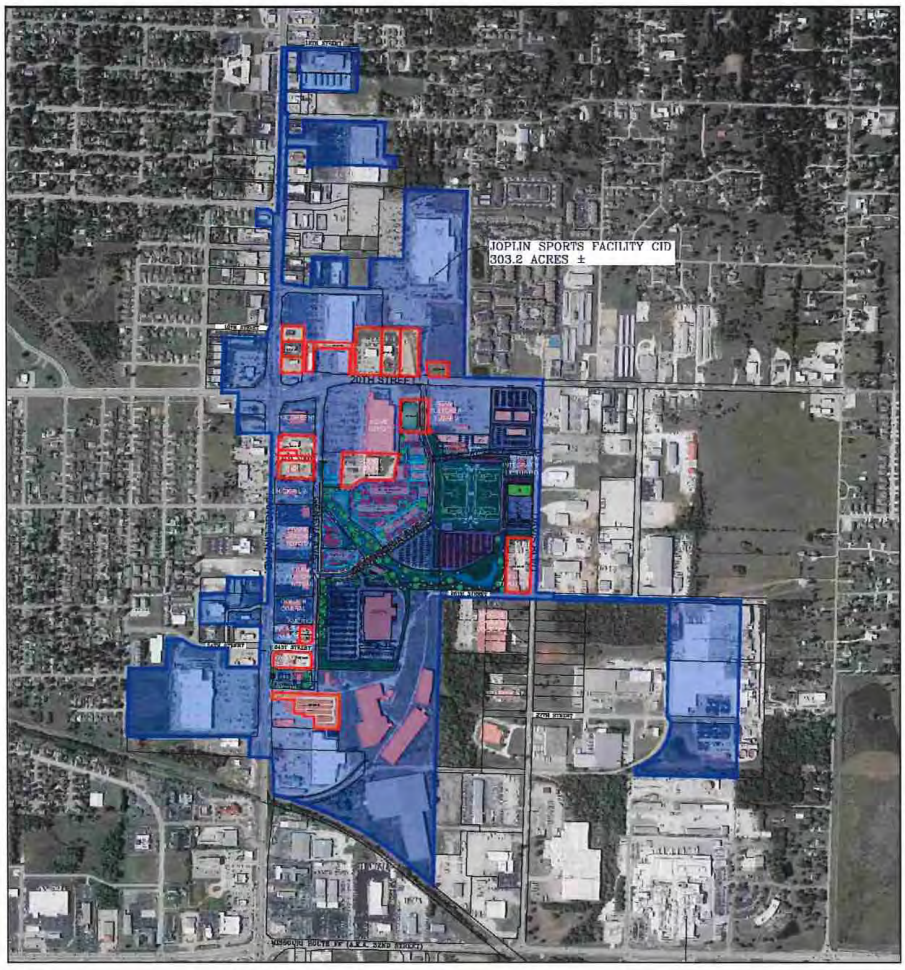
Legal Description

The Study Area consists of thirty-nine (39) property/tax parcels. Specific legal descriptions (abbreviated) of all parcels within the Study Area are included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains thirty-nine (39) property/tax parcels. All the property/tax parcels are identified by the Jasper County Assessor's office. A complete listing of the property/tax parcels identified by the Jasper County Assessor is included in Appendix A.

Study Area – Boundary Map



Source: OWN, Inc.

Properties outlined in red are excluded from the proposed Joplin Sports Authority CID

Section II

Study Area Overview

Location & Access

The Study Area encompasses approximately 260.91 acres and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The existing access points to the Study Area are located on the east/west thoroughfares of E. 12th Street, E. 13th Street, E. 17th Street, E. 20th Street, E. 24th Street, E. 25th Street, and E. 27th Street, and the north/south thoroughfares of S. Highview Avenue, S. Range Line Road, S. Geneva Avenue, S. Rex Avenue, and S. Davis Boulevard. The Study Area has quick and easy access to Interstate 44, located slightly less than one mile to the south with a full interchange on S. Range Line Road, and E. 7th Street, a "Principal Arterial," is less than a half-mile north of the Study Area via S. Range Line Road, and provides access to other north/south freeways and interstates. E. 20th Street, classified as a "Minor Arterial", is a major thoroughfare providing east/west access to the central portion of the Study Area, and S. Range Line Road (also designated as Interstate 49 Business Route), which forms much of the western boundary of the Study Area, is classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

All streets adjacent and within the Study Area are two-way streets. Beside the two major thoroughfares providing access to the Study Area, E. 13th Street, S. Rex Avenue, S. Davis Boulevard and S. Geneva Avenue are all classified as "Major Collectors." There are no "Interstates," "Freeways," or "Local" thoroughfares within the Study Area." The arterials and collectors provide good access to the Study Area and surrounding areas, except S. Geneva Avenue, which does not extend north past E. 20th Street and terminates just south of E. 24th Street, and E. 13th Street, which only exists east of S. Range Line Road.

Bike routes and trails do not currently exist within the Study Areas and none are currently planned. According to the city's "Master Trail Plan" a trail is planned along E. 20th Street west of S. Range Line Road. Pedestrian access is excellent (along S. Range Line Road, although ADA-compliant warning pads do not always exist at intersections and crosswalks and numerous gaps exist) to poor (nonexistent) within the Study Area. Sidewalks along the building improvements within the Study Area are generally in good condition, but many lack ADA-compliant curb ramps. Most walking takes place across the surface parking lots which are generally in poor to good condition. Where deterioration has occurred, tripping hazards exist.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), serves the entirety of the Study Area and much of the city. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. MAPS operates Monday through Friday.

Land Area
There are thirty-nine (39) property/tax parcels within the Study Area. Per information obtained from the geographic information system of Jasper County, Missouri, the Study Area contains a total of approximately 260.9 acres (excluding right of way).

Topography
The Study Area slopes downward from east to west and from north to south. The highest elevation in the Study Area is just shy of 1,100 feet at the northeast corner of 3877 E. 27th Street (which is the southern right of way of E. 25th Street) and developed by Jasper Products. The lowest elevation in the Study Area is generally between 1,030 and 1,040 feet in the southwest corner of the Study Area at 2600 S. Range Line Road that is developed with Lowe's.

According to a flood plain map from the Federal Emergency Management Agency (FIRM No. 29097C0278E, effective 11/2/2012) a "Regulatory Floodway" (Joplin Creek) crosses the Study Area downhill from the eastern edge of the Study Area at S. Davis Boulevard south of E. 20th Street to the western edge of the Study Area west of S. Range Line Road and just south of E. 20th Street as demonstrated in the FIRM map included in Appendix C. A fair amount of the central portion of the Study Area located south of E. 20th Street is within an area designated as a 100-year flood plain and a few areas have been designated as a 500-year flood plain. Altogether nine of the thirty-nine property/tax parcels are impacted by the Regulatory Floodway and the 100-year flood plain areas.

Utilities
All utilities are available to the properties including electricity, water, sewer, and natural gas.

Zoning
The existing zoning districts include C-1 (Neighborhood Commercial), C-3 (Commercial), C-3-PD (Commercial – Planned District) and M-2 (Heavy Industrial). A chart stating the purpose and intent of each of the zoning classifications as expressed in the Development Code of Joplin, Missouri is included below.

Zoning Classification		Intent*
C-1	**Neighborhood Commercial**	The C-1 district provides small-scale retail, service, civic and employment uses in adjacent to supporting suburban or walkable neighborhoods. This district should be used to create destinations in close proximity to residential neighborhoods, and should be well

		integrated with the supporting neighborhoods character and pattern, whether suburban or walkable.
C-3	**Commercial**	The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development.
C-3-PD	**Commercial – Planned District**	The intent of the planned zoning districts is to encourage innovation in development, unique and distinctive places, and efficient use of land, buildings and infrastructure. Specifically, planned zoning and development plans to support the flexibility offered through planned zoning should accomplish one or more of the following: 1. Preservation of distinct natural features on the land and integration of them into amenities for the project. 2. Reduction in potential environmental impacts from the development, whether through disturbance of land, location of streets and infrastructure or operation of sites and buildings. 3. Create broader community benefits through the better integration of multiple projects, resulting in designs that could not have otherwise been accomplished through the base zoning districts and standards. 4. Improved public realm designs, including streetscapes, open space, civic spaces and the relationship of buildings and sites to those spaces.

		5. Creation of unique projects and places that are particularly suited for the planned location based on the characteristics of the land or the context and relationship to surrounding areas. Departures from the base standards of all zoning districts may be considered through planned zoning process provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan.
M-2	**Heavy Industrial**	The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business.

*Joplin, Missouri Development Code

Environmental

Environmental Site Assessments (ESA) of the Study Area were not available, but an environmental covenant for a large portion of the property in the Study Area that is owned by International Paper was provided by the Missouri Department of Natural Resources. As noted within the covenant:

> "From the early 1900s until approximately 1950, underground lead and zinc mining was conducted in and around Joplin. Rex Mining and Smelting Company became the eventual owner of the property currently occupied by the Joplin facility. Long-Bell Lumber Company and American Lumber & Treating Company purchased a portion of the property from Rex Mining in approximately 1937 and began wood treating operations. Long-Bell eventually purchased the entire property and continued operations until approximately 1956 when International Paper acquired the facility. Wood treating began in 1937 using creosote. Pentachlorophenol (PCP) treating solution (diesel and PCP) was added to the process in 1955. In 1979, PCP completely replaced creosote as the treatment solution. Per the Joplin facility's original RCRA permit, there are two closed solid waste landfills (Landfill 1 and Landfill 2) present on the Northern Parcel (Figure 2). Final closure of the landfills was completed in 1991 with the installation of clay caps. On April 30, 2006, International Paper ceased operations at the Joplin facility. International Paper elected to decommission the plant to facilitate potential future industrial use of the property." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

Soil data obtained from investigations conducted under the direction of the Missouri Department of Natural Resources (MDNR) and the U.S. Environmental Protection Agency (EPA) were compared to EPA's Industrial Regional Screening Levels (RSLs), dated June 2017. As noted in the covenant, based on these comparisons, PCP, benzo(a)pyrene (BaP) and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (PCDD/PCDF) were identified as constituents of concern (COCs) for soils on the Property.

> "Modified industrial RSLs were calculated for the three COCs to evaluate the need for soil corrective action on the Property. Based on the comparison of soil concentrations to modified industrial RSLs, BaP does not pose an unacceptable risk and no further corrective action for soils is required related to this constituent. However, PCP and/or PCDD/PCDF concentrations remaining in soils at two distinct areas must be managed to address exposure due to direct contact with soil or indirect contact via air transport of soil particulates." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

A soil management plan has been developed as a part of the environmental covenant to address soil disturbance activities anticipated during development of the property. The soils on the property within the Study Area are generally acceptable for non-residential use only. However, the soils within the footprint of the southernmost Stormwater Terrace and the Framing Building Area must be managed separately from the remainder of soils in the property.

> "The soils at the Property are approved for non-residential use, only. Soils at locations throughout the Property, excluding the southernmost Stormwater Terrace and Framing Building Area, can be disturbed so long as the soils are kept within the boundaries of the Property and appropriate measures are taken to limit soil-runoff and particulate emissions. If grading or other disturbance activities call for removal of soil from those portions of the Property, waste characterization must be completed prior to offsite disposal at an appropriate disposal facility. Soils from the Property may not be re-used for any purpose at any location beyond the boundaries of the Property. ("Soil Management Plan – Northern Parcel," March 2018, p. 5)

> "If disturbance of soils within either the southernmost Stormwater Terrace or the Framing Building Area are planned, a Workplan must be developed to describe the scope and overall footprint of the proposed activities. Soils within these two areas cannot be reused in another location on the Property or offsite. A copy of the Workplan must be submitted to MDNR for review." ("Soil Management Plan – Northern Parcel," March 2018, p. 6)

International Paper is currently performing long-term monitoring, maintenance activities and conducting corrective action remediation activities on the southern portion of the site of about 43 acres. A Final Hazardous Waste Management Facility Part I Permit was issued by the Missouri Department of Natural Resources in October, 2023, and a Final Part II Permit was issued by the U.S. Environmental Protection Agency in October, 2023. Both permits are scheduled to expire in 2033.

As part of the post-closure care, International Paper is required to operate a groundwater remediation system until August 2045, or until they can show that the contaminant levels have been below the maximum concentration limits specified in their hazardous waste permit for three consecutive years. The system has been in operation since 1993. Potential off-site surface water and groundwater contamination is a concern. International Paper is conducting a RCRA Facility Investigation to define the horizontal and vertical extent of any contamination. If any corrective action activities are necessary, they will be based on the investigation results.

Real Estate Taxes
A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the resulting assessed value of the Assessor's opinion of Market Value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2023 in the Study Area was $5.6344 per $100 of assessed valuation. In 2023 (the most recent year in which real estate taxes were collected), the assessed value of the Study Area was $20,765,004, generating a total of $1,170,035.04 in billable real estate taxes. Assessed values within the Study Area increased by 9.97% between 2019 and 2023 after increasing by as much as 4.44% in 2021 and declining by 0.10% in 2022. All real property tax payments are current as of the date of this study.

The total assessed value of the Study Area increased by 3.43% in 2024, although the values have not been certified and could change. As of the date of this study, assessed values increased in the Study Area between 2019 and 2024 by 13.74%.

One property in the Study Area is owned by the city of Joplin and is tax exempt.

Existing Improvements
The Study Area encompasses approximately 260.9 acres (excluding right of way) and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The Study Area consists of 115.75 acres (excluding right of way) on nine property/tax parcels that are vacant, unimproved (or formerly improved) commercial/industrial property.

The largest parcel in the Study Area, at 93.48 acres, was formerly utilized as a paper mill, most recently by International Paper Company, who then closed the facility in 2006, and has been undergoing environmental remediation and monitoring since the closure.

The remainder of the Study Area is developed with commercial/industrial uses in thirty-one (31) primary buildings on twenty-eight property/tax parcels, mostly one story but as high as three

stories, and include a former Red Hot and Blue restaurant (2601 S. Range Line Road) that has been closed since October 2022. The other properties are occupied by operating businesses that include a mix of manufacturing, office, retail, healthcare, and restaurants. One building, a quick-service restaurant, was completed in 2024, and another building, a dispensary, is currently under construction.

According to the Jasper County Assessor, there is about 1,483,993 square feet of existing commercial/industrial space developed within the Study Area, of which 824,757 square feet of space (55.6% of the total amount of space) is in good condition. According to the Jasper County Assessor, of the 803,947 square feet of space constructed prior to 2011, 372,955 square feet is in good condition, or 46.4% of the space. Of the 680,046 square feet of space constructed in 2011 or later, 451,761 square feet is in good condition, or 66.4% of the space.

Much of the Study Area was impacted by the 2011 tornado, but has not experienced the same level of investment since then as the S. Range Line Road corridor. Of the thirty-two buildings that are in operation, twenty have been constructed since 2011. The average age of the improvements in the Study Area is approximately 20 years, with an average year built of 2004. The buildings range in condition from poor to excellent, with most in good condition. The exterior site improvements are generally in poor to fair condition.

Billboards

Two double-sided billboards exist within the Study Area at 1502 S. Range Line Road and at 2014 S. Range Line Road.

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with a latitude of 37.065544 and longitude of -94.472882, which is in the middle of the International Paper property.

	Population			
Lat. 37.065544, Long. -94.472882	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2024**	**2029**
One Mile	4,439	4,717	4,642	4,638
percent change (1 mi)		+6.3%	-1.6%	-0.1%
change from '10 (1 mi)		+6.3%	+4.6%	+4.5%
Three Mile	37,462	38,345	38,983	39,772
percent change (3 mi)		+2.4%	+1.7%	+2.0%
change from '10 (3 mi)		+2.4%	+4.1%	+6.2%
Five Mile	63,551	66,030	67,206	68,508
percent change (5 mi)		+3.9%	+1.8%	+1.9%
change from '10 (5 mi)		+3.9%	+5.8%	+7.8%
Joplin	50,808	51,762	52,512	53,512
percent change		+1.9%	+1.4%	+1.9%
change from '10		+1.9%	+3.4%	+5.3%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a rate of growth within one mile of the Study Area (+6.3%) that is more than triple that of the city and at least one-and-a-half times the rate of growth within three and five miles of the Study between 2010 and 2020 (2.4%-3.9%). Despite the period of growth nearest the Study Area between 2010 and 2020, population growth is forecasted to have declined in 2024 and continue to do so through 2029, albeit slightly. Growth within three and five miles of the Study Area, and growth within the city of Joplin, is forecast to have increased at similar rates of 1.4%-1.8% between 2020 and 2024, and 1.9%-2.0% between 2024 and 2029. The greatest rate of growth between 2010 and 2029 is projected to occur within three and five miles of the Study Area (+3.7%-3.8%), while the area nearest the Study Area is projected to lose population (-1.7%). The city grew at 3.4% over the same time.

	Median Household Income	
Lat. 37.065544, Long. -94.472882 Radius	**Forecast**	
	2024	**2029**
One Mile	51,024	54,597
chg. from '23 (1 mile)		+7.0%
Three Mile	50,235	54,744
chg. from '23 (3 mile)		+9.0%
Five Mile	52,961	58,237
chg. from '23 (5 mile)		+10.0%
Joplin	51,025	55,628
chg. from '23		+9.0%

Source: ESRI; Sterrett Urban, LLC

The median household income forecasted by ESRI for 2024 and 2029 within five miles of the Study Area is greater than the median household income ESRI forecasts for the city of Joplin. The median household income within one mile and three miles of the Study Area in 2024 and 2029 is forecasted by ESRI to be lower than the median household income for the city. The rate of income growth nearest the Study Area is also forecast to be lower than that of the city between 2024 and 2029 (7.0% compared to 9.0% for the city).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Joplin, Missouri
July 2024 *(not seasonally adjusted)*

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
25,592	24,397	1,195	4.7%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan statistical area in July 2024 was 4.7%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered "full employment."

Section III

Determination of Study Area Conditions

Significant findings of the Joplin Sports Facility Community Improvement District Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in August and September 2024. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by the CID Act in RSMo. 99.805(1) of the Missouri State Statute, as amended, exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definitions include: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the CID Act:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Several court cases provide additional direction in the consideration of blight:

- It is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974).
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza

Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- In order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent and/or impactful include the presence of environmental liabilities on the International Paper Company property (as previously detailed), and as noted previously the presence of floodways, 100-year floodplains and stormwater mitigation areas impact nine of the thirty-nine properties. Also unsafe is trash/debris, the deterioration of pavement throughout the surface parking lots and drive aisles which creates tripping hazards, faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles, and overgrown vegetation, particularly on those properties along S. Geneva Avenue and along S. Davis Boulevard.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent signage, substandard curb ramps, and nonexistent warning pads on sidewalks at intersections and crosswalks.

Examples of this condition are shown below. Additional photographs of deteriorated pavement are included in *Cause Component 2: Deterioration of Site Improvements.*

It should be noted that odors emitted by certain industrial properties in the vicinity has brought about citations from the Missouri Department of Natural Resources for violating air pollution regulations. Jasper Products, whose plant is in the Study Area, has had such problems in the past. Currently no complaints have been filed recently with the Missouri Department of Natural Resources.

The Study Area exhibited insanitary or unsafe conditions and is a major contributor to blight. Twenty-six of the thirty-nine properties in the Study Area exhibited insanitary or unsafe conditions, or almost 77% of the Study Area.

The remainder of this page left intentionally blank



International Paper Co. – looking west – overgrown vegetation; uneven pavement; contaminated property



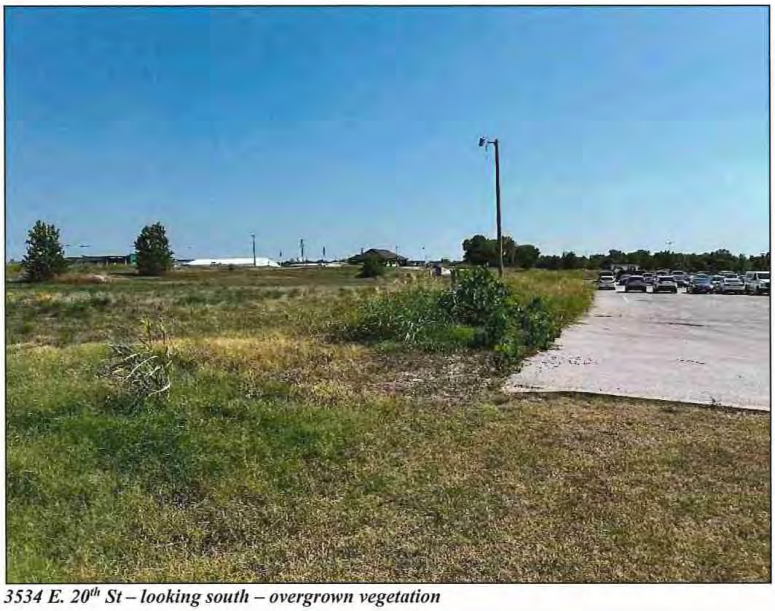
Planet Fitness pad site – looking northwest – overgrown vegetation; deterioration of drive aisle



Planet Fitness pad site – looking west – lack of pedestrian circulation; overgrown vegetation



2600 S. Range Line Rd – looking northwest – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation; lack of pedestrian circulation



3534 E. 20th St – looking east – lack of pedestrian circulation; trash/debris



3435 E. 20th St – looking northwest – trash/debris



2120 S. Davis Blvd – looking southwest – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking east – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



1717 S. Range Line Rd – looking south – trash/debris blocking gutter/drainage



International Paper Co. – looking northwest – contaminated property; abandoned rail spur



International Paper Co. – looking northwest – contaminated property



E. 25th St – looking north – stormwater mitigation area, floodway



2601 S. Range Line Rd – looking west – deterioration of parking lot, uneven pavement; noncompliant ADA parking spaces



2330 S. Range Line Rd – looking west – noncompliant ADA parking space, curb ramp/sidewalk



2330 S. Range Line Rd – looking south – uneven pavement; vehicles traveling wrong way in one-way drive-through lane



1717 S. Range Line Rd – looking north – parked cars narrow private roadway



1315 S. Range Line Rd – looking east – deterioration of parking lot; uneven pavement



3012 E. 12th St – looking southwest – deteriorated surface parking lot – uneven pavement



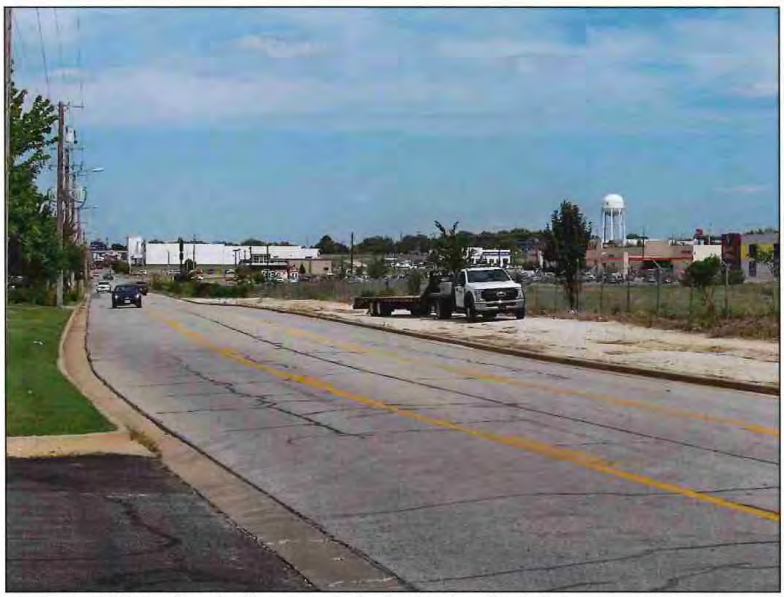
3012 E. 12th St – looking west – parking in front yard



2601 S. Range Line Rd – looking north – debris on sidewalk



1717 S. Range Line Rd – looking east – uneven sidewalk, exposed rebar



International Paper Co. – looking east – lack of pedestrian circulation; neglected property



2021 S. Range Line Rd – looking north – illegible pavement markings



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant signage



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant warning pads



1717 S. Range Line Rd – looking west – lack of pedestrian circulation



3205 E. 20th St – looking east – lack of pedestrian circulation



1502 S. Range Line Rd – looking south – lack of pedestrian circulation



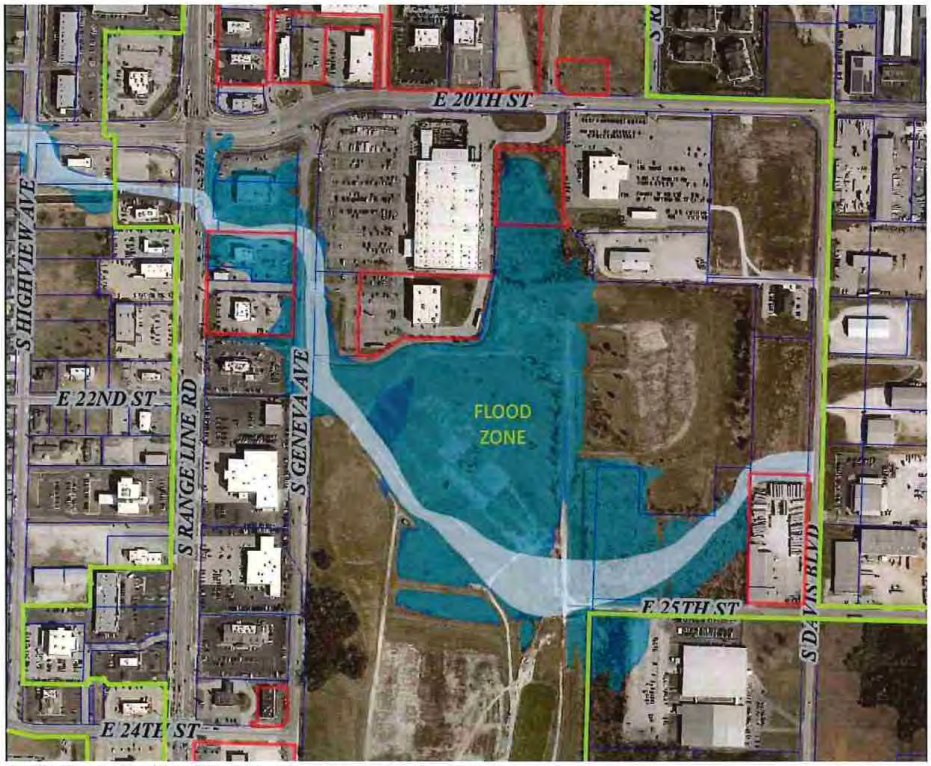
2430 S. Range Line Rd – looking south – lack of pedestrian circulation



1717 S. Range Line Rd – looking southeast – debris; transient access to property



3110 E. 20th St – looking west – lack of pedestrian circulation



Joplin Sports Facility CID Redevelopment Area – flood zone

The CID boundary is in yellow.
Properties excluded from the CID are outlined in red.

The remainder of this page intentionally left blank

Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

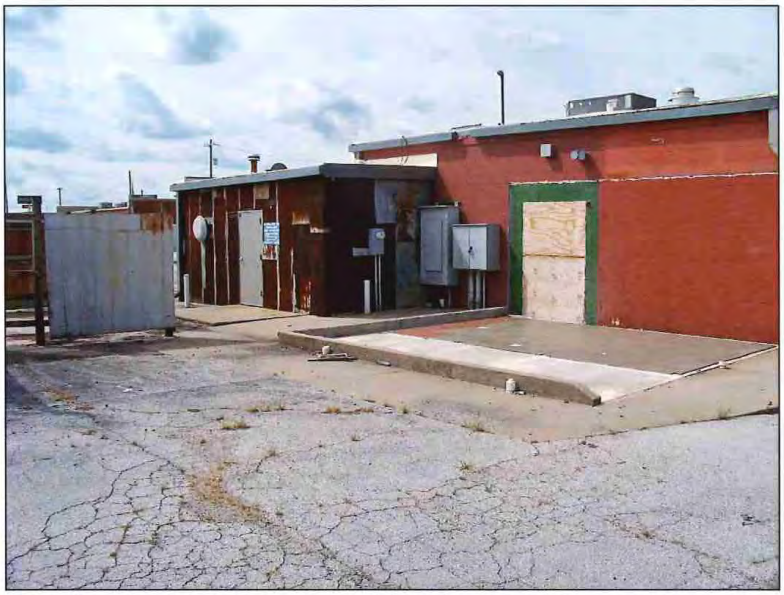
The most common example of structural deterioration found in the Study Area included the failure of finishes. The following photos are examples of structural deterioration in the Study Area.



3110 E. 20th St – looking west – failure of finishes



2601 S. Range Line Rd – looking northeast – failure of finishes; deterioration of pavement



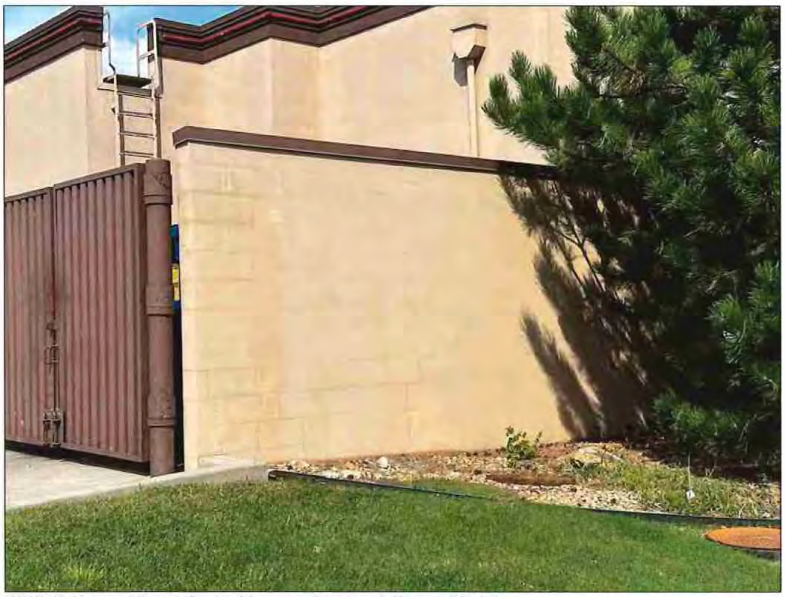
2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



2120 S. Davis Blvd – looking east – deterioration of gutter, drive aisle and parking area; failure of finishes



1315 S. Range Line Rd – looking north – failure of finishes



1930 S. Range Line Rd – looking northeast – failure of finishes



2600 S. Range Line Rd – looking west – deterioration of masonry

In addition to structural deterioration, a variety of blight conditions was observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, equipment, fences, and unenclosed trash dumpsters.

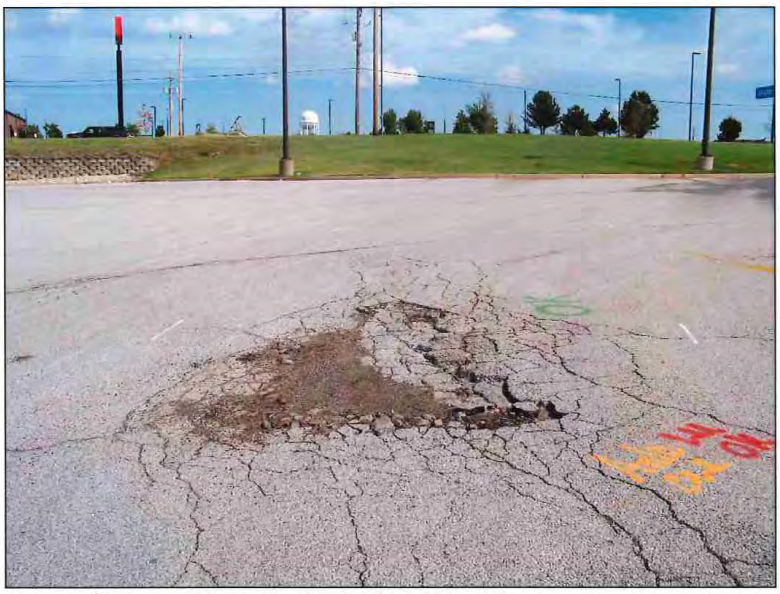
Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



International Paper Co. – looking northwest – deterioration of ancillary building



International Paper Co. – looking north – deterioration of street



3110 E. 20th Street – looking north – deterioration of drive aisle



Planet Fitness pad site – looking north – deterioration of drive aisle and surface parking lot



2601 S. Range Line Rd – looking west – deterioration of surface parking lot



2601 S. Range Line Rd – looking east – deterioration of drive aisle



2601 S. Range Line Rd – looking east – deterioration of surface parking lot (gravel)



2415 S. Range Line Rd – looking north – deterioration of surface parking lot







2021 S. Range Line Rd – looking south – deterioration of surface parking lot; lack of landscaping



2127 S. Range Line Rd – looking south – lack of landscaping; deterioration of wall



International Paper Co. – looking south – deterioration of fence; overgrown vegetation



2407 S. Range Line Rd – looking west – deterioration of fence



2600 S. Range Line Rd – looking south – deterioration of fence



International Paper Co. – looking south along Geneva Ave – deterioration of fence; lack of landscaping



Planet Fitness pad site – looking southwest – deterioration of infrastructure



S. Geneva Ave – looking south – deterioration of infrastructure

The Study Area exhibits deterioration of site improvements. The most common conditions included the deterioration of surface parking and drive aisle pavement, equipment, and failure of finishes.

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety and crime information pertaining to the parcels in the Study Area indicated no reported incidents within the Study Area in the past twelve months.

As noted previously environmental liabilities exist within the Study Area on that property/tax parcel currently owned by International Paper that endanger life and/or property.

The International Paper property and seven other properties are impacted by a floodway that, at times of certain weather events, endanger life and/or property.

The existence of conditions which endanger life or property by fire and other causes were identified within the Study Area and are a major contributor to blight in the Study Area.

Summary of Blighting Factors

The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, the parcels within the Study Area satisfy each of the three blighting cause factors, with more than 50% of the Study Area satisfying the factors of Insanitary or Unsafe Conditions and Deterioration of Site Improvements. Parcels that exhibit a predominance of blighting factors cover 58.9% of the Study Area.

Joplin Sports Facility
Community Improvement District
Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	39	100%	260.91	100%
Blighting Factors				
Insanitary or unsafe conditions	26	66.7%	199.84	76.6%
Deterioration of site improvements	30	76.9%	236.45	90.6%
Existence of conditions which endanger life or property by fire and other causes	9	23.1%	120.42	46.2%
Parcels with Predominance of Blighting Factors	**14**	**35.9%**	**153.57**	**58.9%**

Effect Component 1: Retards the Provision of Housing Accommodations
As noted previously, the environmental liabilities that exist at the International Paper Company property has resulted in the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency prohibiting residential use as a future land use.

Other vacant property/tax parcels have not been developed since the tornado impacted the Study Area in 2011, although millions of dollars of investment have occurred in multifamily and commercial development in the vicinity of the Study Area. Underlying factors have impacted the ease with which the vacant properties in the Study Area could be developed, due largely to flooding issues and environmental liabilities.

The blighting conditions within the Study Area have retarded the provision of housing accommodations.

Effect Component 2: Constitutes an Economic or Social Liability
The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has increased by 9.97% between 2019 and 2023, and by 2.00% in 2023. In comparison, assessed valuation of commercial real estate in Jasper County increased by 20.0% between 2019 and 2023 and increased 5.3% in 2023. Growth is occurring in Jasper County and in Joplin, and has taken place within the Study Area since 2011, but much of the Study Area remains vacant and in need of reinvestment.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacant land in the Study Area is excessive. While one parcel is utilized as stormwater mitigation, other vacant land that could be developed is excessive and has a negative impact on the remainder of the Study Area. That vacant land includes the International Paper Company, whose soil management plan adds considerable cost to development, particularly since a fair share of the property is in a floodway. The lack of development on these parcels, when growth is taking place within the adjacent S. Range Line Road corridor, is an indication that blight exists.

- The older improved properties located in the Study Area, due to physical condition, utilization, and age, as evaluated by the Jasper County Assessor, when compared to comparable properties indicate assessed values of the improvements are generating reduced tax revenue to the various taxing jurisdictions and are an indicator of blight. The restaurant on S. Range Line Road has been vacant for about two years and is generating much less in tax revenue than when it was operating. One other parcel, used to mitigate stormwater drainage, is owned by the city and does not generate any tax revenues for the taxing jurisdictions.

The presence of unsafe conditions, particularly those that endanger life, is a social liability. That includes the contaminated International Paper Company property, the properties impacted by the flood zone, as well as those parcels that violate the city's property nuisance code, which are evident primarily along S. Geneva Avenue and S. Davis Boulevard.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area and the existence of environmental liabilities and a floodway. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements and little action with respect to the contaminated vacant land, resulting in the potential for underperformance with respect to sales tax income and property assessments. For the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and the lack of development – in a high-traffic location on S. Range Line Road – indicates the Study Area is blighted.

Effect Component 3: Constitutes a Menace to the Public Health, Safety, Morals or Welfare
The environmental liabilities and the flood zone are a menace to public health and safety, as are those properties that violate Joplin's nuisance code.

Together, those properties make up most of the Study Area, and as a result the Study Area is a menace to the public health and safety of the community.

Conclusion
A predominance of the components that make up the definition of blight per the CID Act (RSMo. 99.805(1)) was present in the proposed Joplin Sports Facility Community Improvement District.

The dominant blighting factor is the unsafe conditions caused by environmental liabilities and the impacts of the flood zone, in addition to physical deterioration of site improvements throughout the Study Area. The low assessed values caused by the presence of environmental contamination and the low assessed values of those properties in the remainder of the Study Area due to the deterioration of improvements, and the underutilization of those properties, indicate blight is present within the proposed Joplin Sports Facility Community Improvement District. The deterioration of site improvements and the presence of unsafe/insanitary conditions violates the city's nuisance code, creating a social liability within the community.

The above combine to create economic underutilization and an inability to pay reasonable property taxes, hinder housing accommodations, and endanger life, thereby creating an economic and social liability for the City and other taxing jurisdictions, and constitutes a menace to the public health and safety of the community.

Therefore, the Consultant has determined that the proposed Joplin Sports Facility Community Improvement District, as of September 11, 2024, is a "blighted area" according to the definition provided in the CID Act, and hinders housing accommodation, constitutes an economic liability, social liability, and is a menace to public health and safety of the community in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	BLACKHOOKS INVESTMENTS	CAMPBELL'S 1ST LOT 93 EX HWY & ALL LOTS 94 & 95
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 170.5' W & 50' N SE COR SE N 89 DEG W 73.15' S 88 DEG W 116.47' N 02 DEG E 349.14' S 87 DEG E 296.25' S 01 DEG W 106.85' S 10 DEG W 136.48' S 44 DEG W 130.72' TO POB
3	2918 E 20TH ST	19-6.0-13-010-001-002.000	2918 E 20TH STREET	GOOD DAY FARM-JOPLIN LOT 1 BEING A REPLAT PRT LOT 1 KINDREDS SUB
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	FUGATE J LARRY TR	KINDREDS SUB S 175' LOT 1 EX HWY
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	SOUTHWEST MISSOURI DEV ENTERPRISES	JOP MISC COM NE COR SE NE S 402.46' & S 88 DEG W 59.76' TH S 150.08' S 88 DEG W 317.69' N 150.08' E TO POB
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	SOUTHWEST MISSOURI DEV ENTERPRISES	RANGE LINE SUB REPLAT 1 LOT 1 & N 65' LOT 4
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000	LIBERTY BANK	RANGE LINE SUB REPLAT 1 LOT 2
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	2340 REAL PROPERTY	RANGE LINE SUB REPLAT 1 LOT 4 EX N 65' THEREOF
9	JOP	19-6.0-13-010-014-002.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 30' E & 66.67' N SW COR SE NE E 350.49' N 271.86' E 141.3' TO S R/W 24TH ST S 56 DEG E 30.33' CURV TO LFT CH DIST 205.48' W/BEARING OF S 73 DEG E E ALG S R/W LN
10	2600 RANGELINE	19-6.0-13-040-001-001.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 739.5' N & 70' W SE COR NE SE N 02 DEG E 105.17' N 464.62' W TO C/L TEXAS AVE S 571.35' E 1153.83' N 1.5' E 20' S 1.5' E 69.7' TO POB EX TEXAS AVE
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	HERRMAN REALTY CO	HATTENS 2ND LOTS 31 TO 35 INC & E 25' LOTS 36 TO 39 INC & LOTS 43 TO 47 INC & VAC ALLEYS & ST ADJ
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	MARKET PARKING INC	JOP MISC BEG 260' S & 215' E NW COR SW S 150' W 150' S 105' E 200' S 175' E 40' N 20.91' E 614.18' S 79 DEG E 54.76' E 99.9 1' N 100' W 103.95' N 31
13	3105 E 17TH ST	20-3.0-07-030-004-025.000	R & A HOLDINGS	JOP MISC BEG 327.25' E & 833.21' N SW SEC COR N 280.75' E 326 .98' S 281.79' W 327.65' TO POB EX ST R/W
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	WARREN DAVIS PROPERTIES % WILLIAM P HARRINGTON	JOP MISC BEG 469.15' N & 60.51' E SW COR SEC N 260.04' N 47 DEG E 71.78' S 87 DEG E 515.45' E 372.57' S 310.74' W 246.73' S 436.69' W 30' N 293.17' W 484.86' S 278.18' S 64 D
15	S RANGE LINE RD	20-3.0-07-030-004-030.005	SOONER TWO	JOP MISC BEG 75.26' E SW SEC COR N 28.50' NWLY 7.37' N 132.95' E 200' S 143.18' W 12' S 30' W 195' TO POB & PT LYING N OF NEW 20TH ST & EX ROAD R/WS
16	3205 E 20TH	20-3.0-07-030-004-031.000	ALDI INC % RYAN TAX COMPLIANCE SERVICES	JOP MISC BEG 45'N & 506.64' E SW SEC COR N 223.18' E 199' 238.23' W 155' N 72 DEG W 50' TO POB
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	WAL MART REAL ESTATE BUSINESS TR	JOP MISC BEG 1784.68' E & 30' N SW SEC COR W 432.01' N 436.67' W 348' N 366.57' W 126.87' N 280.75' E 310.2' N 648.58' E 590.5' S 201.7' W 5' S 727.9' W 10' S TO POB EX ST
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	FLETCHER REALTY	JOP MISC BEG 186.75' W NE COR NW TH S 680' W 448.41' N 680' E TO BEG EX N 30' & EX E 30'
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	KAP PROPERTY INVESTMENTS	JOP MISC BEG 635.16' W & 30' S NE COR NW S 570' W 443.29' NWLY 205.6' N 425' E TO POB EX COM NE CPR NW 1/4 S 89 DEG W 635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002	CONTINENCE RESTORATION CENTER	JOP MISC BEG 2858.38' W & 680' S NE COR S 770' W 225.3' N 750' W 181.41' N 20' +/- E 414.19' TO POB EX COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	FLETCHER REALTY	635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01' N 455.23' TO N LN NW 1/4 N 89 DEG
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	HUKILL DUANE D & HOLLY L TR	JOP MISC COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W 227.79' N 540.76' S 88 DEG E 231.37 TO POB
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	INTERNATIONAL PAPER COMPANY	500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	HD DEVELOPMENT OF MARYLAND INC	HOME DEPOT LOT 1 EX ST
25	S GENEVA AVE	20-4.0-18-000-000-014.004	RANGELINE INVESTORS	HOME DEPOT LOT 2 EX COM SE COR LOT 2 E 179.43' TO POB N 135.39' W 4.29' N 31.24' E 8.89' N 31.91' W 4.10' N 65.30' E 2.18' N 64.44' E 217.48'
26	E 25TH ST	20-4.0-18-000-000-014.006	JOPLIN CITY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 352' S & 70.85' E OF NW COR SEC N 5.59' N 23 DEG E 113.64' E 105.04' N 12.65' E 36.73' N 74 DEG E 127.53 S 67 DEG E 21.58' S 149.09' W 329.15' TO POB EX RD
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	RALCO ENTERPRISES INC	JOP MISC BEG 65' E & 352' S NW COR SEC TH E 335' S 200' W 335' N 200' TO BEG EX HWY R/W
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003	SOONER TWO	JOP MISC ALL THAT PART OF N 100' W 275' NW NW LYING E OF RANGELINE & LYING N OF NEW 20TH ST EX RD R/W

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	CFA-NC TOWNRIDGE SQUARE	JOP MISC BEG 953' S OF N SEC LINE & 400' E OF W SEC LINE W 360' S 242' E 360' N TO BEG EX HWY
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000	FLETCHER REALTY	JOP MISC BEG 1195' S & 40' E NW COR SEC E 360' S 518' W 360' N TO BEG EX HWY
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000	FLETCHER REALTY	JOP MISC BEG 1896' S & 40' E NW COR SEC S 348.34' E 99.40' N 10' E 302.47' N 155' NW 114.87' N 86.99' W 339.39' TO POB
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001	4 STATE CORRAL	JOP MISC BEG 2061.08' S & 60' E NW COR SEC E 75.1' N 10' E 287.8' S 260.13' W 362.9' N 250.25' TO BEG
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	PINNACLE BANK	JOP MISC BEG 2311.25' S & 60' E NW COR E 420' S 23.16' W 118.28' S 144' N 72 DEG W 18.72' S 18' TO N R/W 24TH ST W ALG SD N R/W TO E R/W RANGELINE RD N ALG SD E R/W TO POB
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	ACME LAND COMPANY	JOP MISC BEG 2716.25' S & 60' E NW COR NW E 392.2' S 201.10 W 116.72' N 63' W 277.25' N TO POB EX HWY
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	ACME LAND COMPANY	JOP MISC BEG 50' E & S 212' FR NW COR SW 1/4 SEC 18 E 280.55' S 62.66' W 280.53' N TO POB
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	BURKAT	JOP MISC BEG 373.3' & 62.35' E W 1/4 COR SEC SD PT BEING ON R/W RANGELINE RD E 210' S 125.70' E 91' S 23.5' E 96.26' S 110.53' W 326.95' N 83 DEG W 63.86' N 03 DEG W 100.15' N
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	SUTHERLAND BUILDING MATERIAL INC	JOP MISC BEG 634' S & 65' E NW COR SW E 630' S 200' E 247.4' S 88.3' TO RR SWLY ALG RR TO HWY ANGLE NWLY TO BEG
39	3877 E 27TH ST	20-4.0-18-000-000-079.004	JASPER PRODUCTS	JOP MISC BEG 3268.44' & 897.55' W OF SE SEC CORR S 1615' W 947.49' N 60.24' N 64 DEG E 73.21' CURV LFT W/454.41' RAD 506.52' E 616.97' N 60' W 654.69' N 1054.65' E TO POB

Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	2019	2020	2021	2022	2023	2024	Taxes 2023	Taxes Delinquent	NOTES
1	19-1.0-12-040-009-001.000	147,970	147,970	148,280	148,280	150,910	158,620	8,467.99	0.00	
2	19-1.0-12-040-019-010.001	422,380	422,380	423,980	423,980	430,950	430,950	24,281.44	0.00	
3	19-6.0-13-010-001-002.000	130,510	130,510	130,760	130,760	134,740	79,310	7,591.79	0.00	
4	19-6.0-13-010-001-018.000	198,500	198,500	210,450	210,450	210,450	210,450	13,441.77	0.00	
5	19-6.0-13-010-013-009.000	378,690	378,690	395,120	395,120	398,820	398,820	22,471.11	0.00	
6	19-6.0-13-010-013-014.000	234,090	234,090	253,550	253,550	254,770	254,770	14,354.75	0.00	
7	19-6.0-13-010-013-015.000	356,060	356,060	371,370	371,370	375,560	375,560	21,160.56	0.00	
8	19-6.0-13-010-013-018.000	814,700	814,700	816,780	816,780	852,330	852,330	48,023.70	0.00	
9	19-6.0-13-010-014-002.000	90,660	90,660	91,460	91,460	89,340	89,340	5,033.75	0.00	
10	19-6.0-13-040-001-001.000	1,374,370	1,374,370	1,379,940	1,379,940	1,433,460	1,433,460	80,766.86	0.00	
11	20-3.0-07-020-026-007.000	230,220	230,220	231,890	231,890	237,740	237,740	13,395.22	0.00	
12	20-3.0-07-030-004-017.000	855,450	855,450	858,550	858,550	855,340	855,340	48,193.26	0.00	
13	20-3.0-07-030-004-025.000	452,830	452,830	457,700	457,700	464,770	464,770	26,186.99	0.00	
14	20-3.0-07-030-004-028.000	1,181,220	1,181,220	1,186,720	1,186,720	1,222,480	1,222,480	68,879.43	0.00	
15	20-3.0-07-030-004-030.005	24,800	24,800	25,150	25,150	24,540	24,540	1,382.69	0.00	
16	20-3.0-07-030-004-031.000	332,180	332,180	334,900	334,900	342,990	342,990	19,325.43	0.00	
17	20-3.0-07-030-004-034.000	2,063,010	2,063,010	2,074,750	2,054,160	2,113,810	2,113,810	119,100.52	0.00	
18	20-4.0-18-000-000-012.000	211,520	211,520	211,520	211,520	211,520	211,520	11,917.87	0.00	
19	20-4.0-18-000-000-013.000	132,930	132,930	136,260	136,260	140,520	140,520	9,159.01	0.00	
20	20-4.0-18-000-000-013.002	181,090	181,090	181,350	181,350	197,400	197,400	11,122.30	0.00	
21	20-4.0-18-000-000-013.003	213,440	842,150	855,680	855,680	896,840	896,840	50,531.55	0.00	
22	20-4.0-18-000-000-013.004	29,060	29,060	29,060	29,060	29,060	29,060	1,637.37	0.00	
23	20-4.0-18-000-000-014.000	157,410	157,410	162,560	162,560	147,400	147,400	8,305.10	0.00	
24	20-4.0-18-000-000-014.003	1,031,220	1,031,220	1,038,480	1,038,480	1,061,170	1,061,170	59,790.55	0.00	
25	20-4.0-18-000-000-014.004	95,750	95,750	96,420	96,420	95,680	95,680	5,390.99	0.00	
26	20-4.0-18-000-000-014.006	48,614	48,614	48,614	48,614	48,614	48,614	0.00	0.00	
27	20-4.0-18-000-000-017.000	154,660	154,660	168,570	168,570	167,990	167,990	9,465.23	0.00	
28	20-4.0-18-000-000-017.001	504,840	504,840	528,550	528,550	540,940	540,940	30,478.71	0.00	
29	20-4.0-18-000-000-017.003	231,660	231,660	228,530	228,530	227,550	227,550	12,821.08	0.00	
30	20-4.0-18-000-000-021.000	438,550	438,550	467,090	467,090	473,020	473,020	26,651.83	0.00	
31	20-4.0-18-000-000-022.000	973,170	973,170	1,381,170	1,381,170	1,405,530	1,405,530	79,193.18	0.00	
32	20-4.0-18-000-000-026.000	842,600	842,600	959,780	959,780	983,090	983,090	55,391.22	0.00	
33	20-4.0-18-000-000-027.001	535,110	535,110	568,440	568,440	573,330	573,330	32,303.70	0.00	
34	20-4.0-18-000-000-028.000	273,040	273,040	283,360	283,360	288,970	288,970	16,281.72	0.00	
35	20-4.0-18-000-000-031.000	262,940	262,940	284,640	284,640	283,550	283,550	15,976.34	0.00	
36	20-4.0-18-000-000-031.001	69,440	69,440	74,300	74,300	74,300	74,300	4,186.35	0.00	
37	20-4.0-18-000-000-034.000	559,050	559,050	547,680	547,680	553,650	553,650	31,194.86	0.00	
38	20-4.0-18-000-000-037.000	544,150	544,150	625,830	625,830	642,090	642,090	36,177.93	0.00	
39	20-4.0-18-000-000-079.004	2,103,890	2,103,890	2,108,400	2,108,400	2,129,790	2,889,410	120,000.89	0.00	
	TOTALS	18,881,774	19,510,484	20,377,634	20,357,044	20,765,004	21,476,904	1,170,035.04	0.00	
	Annual % Change		3.33%	4.44%	-0.10%	2.00%	3.43%			
	Cumulative % Change		3.33%	7.92%	7.81%	9.97%	13.74%			

NOTE
As noted on the Jasper County Assessor's website hosted by Beacon, "The 2024 Appraised and Assessed values have not been certified and are subject to change."

Appendix C

Summary of Properties & Blighting Factors Present

Joplin Sports Facility
Community Improvement District
Blight Study

Appendix C
Summary of Properties and Blighting Factors Present

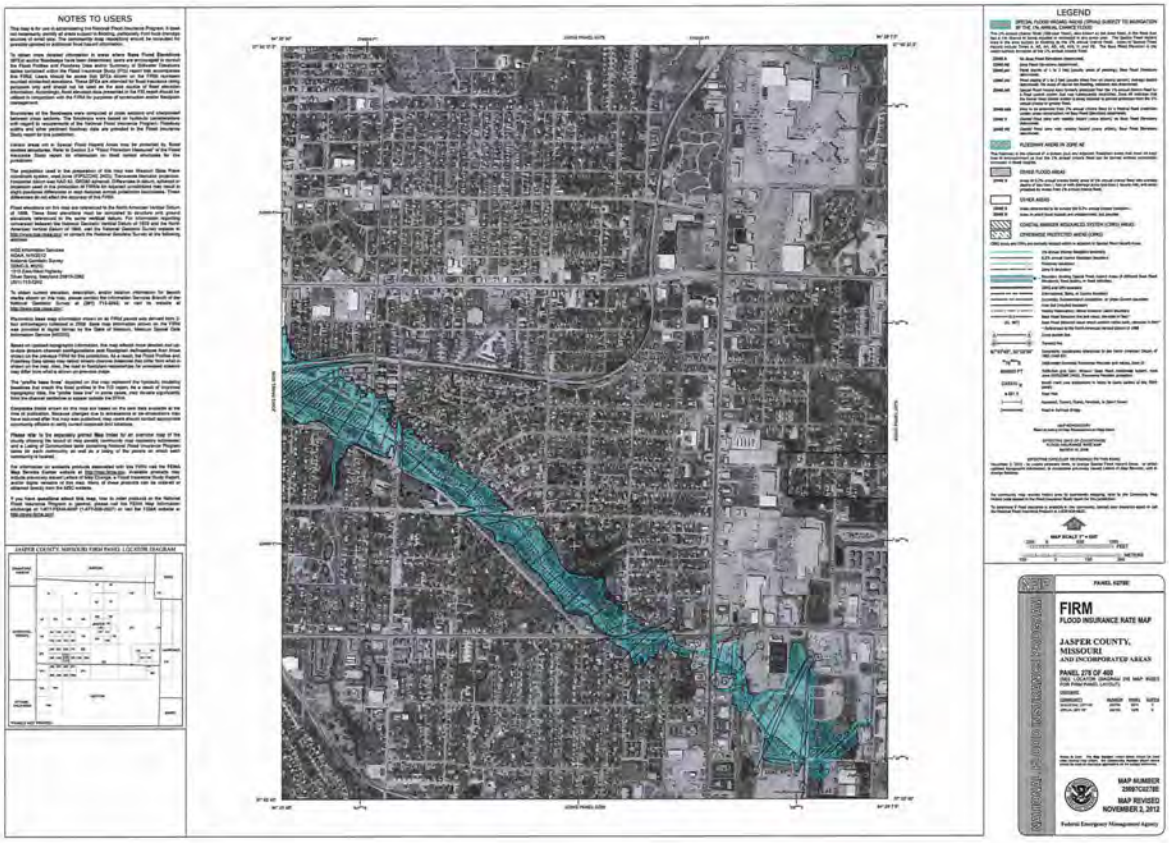
No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	■	■		2	0.49	
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001		■		1	2.16	
3	2918 E 20TH ST	19-6.0-13-010-001-002.000				0	0.77	
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	■		■	2	1.03	
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	■	■		2	1.09	
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	■	■		2	1.25	
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000		■		1	1.05	
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	■			1	1.20	
9	JOP	19-6.0-13-010-014-002.000		■		1	4.25	
10	2600 RANGELINE	19-6.0-13-040-001-001.000		■		1	15.25	■
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	■	■		2	4.63	■
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	■	■		2	7.48	■
13	3105 E 17TH ST	20-3.0-07-030-004-025.000		■		1	2.13	
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	■	■		2	8.54	
15	S RANGE LINE RD	20-3.0-07-030-004-030.005		■		1	0.14	
16	3205 E 20TH	20-3.0-07-030-004-031.000	■	■		2	1.03	
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	■	■		2	24.61	
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	■			1	6.22	■
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	■	■		2	2.80	■
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002		■		1	1.29	
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	■	■		2	6.34	
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	■		■	2	2.79	■
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	■	■	■	3	93.48	■
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	■	■	■	3	11.24	
25	S GENEVA AVE	20-4.0-18-000-000-014.004	■	■	■	3	1.34	■
26	E 25TH ST	20-4.0-18-000-000-014.006	■		■	2	6.21	■
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	■	■	■	3	0.92	■
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	■	■	■	3	1.54	■
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003				0	0.33	
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	■		■	2	1.87	
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000				0	4.04	
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000		■		1	2.71	
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001		■		1	2.07	
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	■	■		2	1.07	
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	■	■		2	1.29	■
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	■	■		2	0.40	■
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	■	■		2	1.76	
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	■	■		2	9.22	■
39	3877 E 27TH ST	20-4.0-18-000-000-079.004		■		1	24.88	
	TOTALS		**26**	**30**	**9**	**65**	**260.91**	**14**
	Acreage of Parcels Exhibiting Condition		**199.84**	**236.45**	**120.42**			**153.57**
	Percentage of Study Area Exhibiting Condition		**76.6%**	**90.6%**	**46.2%**			**58.9%**

Sterrett Urban, LLC

Appendix D

Supplemental Information

FIRM Map No. 29097C0278E, effective 11/02/2012


NOTES TO USERS
LEGEND
FIRM
FLOOD INSURANCE RATE MAP
JASPER COUNTY, MISSOURI
AND INCORPORATED AREAS
PANEL 278 OF 400
MAP NUMBER
29097C0278D
MAP REVISED
NOVEMBER 2, 2012
Federal Emergency Management Agency

Appendix E

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. I made a personal inspection of the property that is the subject of this report on August 26, 2024 and on September 11, 2024.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analyses and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Select Professional Experience

Sterrett Urban LLC 2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study - Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 - 2006
Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:
- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

Table of Contents

Page

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS 6
Section 1.1 Recitals and Exhibits 6
Section 1.2. Definitions 6
ARTICLE 2: REPRESENTATIONS 10
Section 2.1. Representations by the District 10
Section 2.2. Representations by the City 11
Section 2.3. Representations by Developer 11
ARTICLE 3: COLLECTION OF FUNDS 12
Section 3.1. Imposition of the CID Sales Tax 12
Section 3.2. Administration and Collection of the CID Sales Tax 13
Section 3.3. District Operating Costs 13
Section 3.4. Enforcement of the CID Sales Tax 14
Section 3.5. Distribution of the CID Sales Tax Revenue 14
Section 3.6 Use of Captured CID Sales Tax Revenue 15
Section 3.7. Repeal of the CID Sales Tax and Termination of the District 15
ARTICLE 4: FINANCING CID PROJECT 15
Section 4.1. Acquisition of Land 15
Section 4.2. Design and Construction of CID Project 16
Section 4.3. Financing the CID Project 16
Section 4.4. Reimbursement of CID Sales Tax Revenue Certificate of Completion and CID Reimbursable Project Costs 17
Section 4.5 Ownership and Maintenance of CID Project 18
Section 4.6 New CID Projects 18
Section 4.7. District Eligible Services 18
Section 4.8 Addition of Property to District 18
ARTICLE 5: SPECIAL COVENANTS 18
Section 5.1. Records of the District 18
Section 5.2. Records of the City 19
Section 5.3. Notice to and Consent by Transferees 19
Section 5.4. Developer's Obligations to the City under Bond or Surety 20
Section 5.5. Annual Budget 20
Section 5.6. Board of Directors 20
ARTICLE 6: DEFAULTS AND REMEDIES 21
Section 6.1. Events of Default 21
Section 6.2. Remedies on Default 21
Section 6.3. Rights and Remedies Cumulative 21
Section 6.4. Waiver of Breach 21
Section 6.5. Excusable Delays 21
ARTICLE 7: MISCELLANEOUS 22
Section 7.1. Effective Date and Term 22
Section 7.2. Notice 22
Section 7.3. Immunities 23

Section 7.4. Modification 23
Section 7.5. Applicable Law 23
Section 7.6. Validity and Severability 24
Section 7.7. Execution of Counterparts 24
Section 7.8. City Approvals 24
Section 7.9. District Approvals 24
Section 7.10. Developer Approvals 24
Section 7.11. Successors and Assigns; Assignment of Developer's Obligations 24
Section 7.12. Recording of Agreement 25

EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E-1. CID Five-Year Budget (from the Petition)

E-2. CID Project Budget (to be paid from the Obligations)

F. Legal Description and Map – Property to be Annexed

G. Legal Description and Map – Sports Complex Property

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2025, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and PROSPECT VILLAGE, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on December 18, 2024, the Petition for the Creation of the Joplin Sports Facility Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on January 21, 2025, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on_____, the City Council adopted Ordinance No. _____, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on _____, 2025, the City Council adopted Ordinance No. _____, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement ("TIF Contract"), as may be amended from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, the Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, will issue Obligations and that the proceeds of the Obligations will be used to fund CID Reimbursable Project Costs; and

WHEREAS, the City and the District anticipate that all of the CID Sales Tax Revenue will be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement including any portion of the CID Sales Tax generated in the CID boundaries that is captured as economic activity taxes by the TIF Plan; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, CID Sales Tax Revenue (except funds reserved to pay Operating Costs and CID Reimbursable Project Costs) to pay debt-service on the Obligations in accordance with the Financing Documents as defined herein; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is, in part, to reimburse the Developer for the remediation of environmental issues within the CID boundaries; and

WHEREAS, the Parties agree and acknowledge that without the work referenced above, the construction of the CID Project, specifically the construction of the Sports Complex, is not feasible; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties 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 Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a Party, which a Party controls or which is under common control with a Party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Annexed Property” means the property legally described and shown on the map attached as **Exhibit F** anticipated to be added to the District Area in accordance with the CID Act to facilitate the CID Project.

“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.

“Board of Directors” means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Operating Account” means the account as further described in **Section 3.3.B.** to be created by the Trustee for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the acquisition of the Sports Complex Property, the construction and maintenance of the Sports Complex, and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

“CID Bond Project Costs” means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely with the proceeds from the Obligations, and which include all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District, the acquisition of the property, and construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, interest costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

"CID Reimbursable Project Costs" means, except for CID Bond Project Costs paid or to be paid with proceeds from the Obligations, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and

implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Account" means the master trust fund established by the District to be known as the "The Joplin Sports Facility Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

"City Council" means the governing body of the City.

"Construction Management Agreement" means the separate Construction Management Agreement between the Developer, the District, and/or the City pursuant to which the Developer shall construct the Sports Complex.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Agreement" means a Financing Agreement between the IDA and the District to be executed by the parties prior to the issuance of Obligations.

“Financing Documents” means a trust indenture, the Financing Agreement, or similar instruments by which the District agrees to transfer or pledge the CID Sales Tax Revenue to pay debt service on Obligations, subject to annual appropriation, issued to fund the CID Project.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

“IDA” means the Industrial Development Authority of the City of Joplin, Missouri.

“Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District’s annual budget.

“Ordinance” means an ordinance enacted by the City Council.

“Purchase and Sale Agreement” means the separate Purchase and Sale Agreement between the Developer, the District, and the City pursuant to which the Developer shall sell and the District or City shall purchase the Sports Complex Property. The District’s sole source of funds to acquire the Sports Complex Property will be proceeds from the issuance of Obligations.

“Sports Complex” means the approximately 135,000 square foot multi-sport facility to be constructed by the Developer pursuant to this Agreement, the Construction Management Agreement, and the TIF Contract.

“Sports Complex Property” means the property described in **Exhibit G**.

“Sports Complex Property Acquisition” means the acquisition of the Sports Complex Property described in **Exhibit G** which includes the property located at 2120 Davis Blvd within the District Area to facilitate the construction of the Sports Complex. At the time that the Developer commences the CID Project, the Developer will be the owner of the Sports Complex Property.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the Prospect Village Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Trustee" means the banking institution named as trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District Area, and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID

Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

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 constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District Area and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the City acknowledges that the CID Project conforms to the purposes of the CID Act.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

E. The Developer acknowledges that the funding and construction of the CID Project is of significant value to the property within the District Area and the general public. The Developer acknowledges that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the Developer acknowledges that the CID Project conforms to the purposes of the CID Act.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors within thirty (30) days after the effective date of this Agreement, shall adopt a resolution that imposes the CID Sales Tax within the District's boundaries, subject to qualified voter approval. Subject to the approval of the qualified voters within the District approving the CID Sales Tax, the District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District anticipates that Obligations will be issued to pay CID Bond Project Costs including reimbursement of Developer for CID Reimbursable Project Costs. Whether or not Obligations

are issued, the District may reimburse the Developer for approved CID Reimbursable Project Costs not otherwise reimbursed with Obligation proceeds on a pay as you go basis. Except for CID Bond Project Costs paid solely from Obligation proceeds, the District shall not have any obligation to reimburse Developer for CID Reimbursable Project Costs under this Agreement until the Reimbursement Certificate has been approved (as described in **Section 4.4**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account by the DOR.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents.

C. The City. Upon receipt of an application for a business license for a new business within the District Area, the Finance Director of the City (or designee) shall provide written notice to the District of the same and the notice shall specify the name of the new business, the address of the new business, and the state sales tax identification number of the new business (if then available or later at such time it is available).

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Operating Account.

B. The CID Operating Account will be initially funded in the amount of $30,000 with proceeds from the Obligations issued by the IDA (or other eligible issuer) for the payment of Operating Costs and CID Reimbursable Project Costs. In each fiscal year that the balance in the CID Operating Account is less than $30,000, the District may replenish the CID Operating Account up to $30,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $30,000 in any fiscal year, the District may use available CID Sales Tax Revenue to pay for such extraordinary Operating Costs provided that the City and the Trustee first approve of the payment in writing.

C. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the Developer for Reimbursable Project Costs on a pay as you go basis or by the issuance of Obligations, as provided herein, subject to the terms and conditions of the Financing Documents. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Obligations. In the event Obligations are issued, the District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated within the District, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set

forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. In the event that Obligations are not issued, the CID Project may be funded on a pay as you go basis and the District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

2. Payment of the CID Reimbursable Project Costs and related Financing Costs with (i) CID Sales Tax Revenue generated in CID Revenue Area B, and (ii) if Obligations are not issued, CID Sales Tax Revenue generated in CID Revenue Area A, after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

Section 3.6 Use of Captured CID Sales Tax Revenue

The Developer and City intend that certain Redevelopment Projects proposed under the TIF Plan will be activated after the District's imposition of the CID Sales Tax. Should any CID Sales Tax Revenue be captured under the TIF Plan or applicable Missouri law, the parties agree that the captured CID Sales Tax Revenue shall utilized for reimbursement of reimbursable project costs, as said term is used and defined in the TIF Plan and the TIF Contract to implement the TIF Plan associated with the CID Project and shown on the Petition and **Exhibits E-1 and E-2** or to pay the Obligations.

Section 3.7. Modification of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the effective date of the Ordinance, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, (iii) the Obligations issued by the IDA (or other eligible issuer) have been paid in full, and (iv) all costs included in **Exhibit E-2** attached hereto that are eligible to be paid or reimbursed with CID Sales Tax Revenue have been paid or reimbursed, the District shall implement the procedures in the CID Act to decrease or otherwise modify the CID Sales Tax to the amount necessary to fund eligible services within the District including, but not limited to, the ongoing maintenance of the Sports Complex. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land. The Developer owns or shall acquire the Sports Complex Property. The Developer shall sell the Sports Complex Property to the District or the

City and the District or City shall purchase the Sports Complex Property from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's and the City's sole source of funds to acquire the Sports Complex Property are the proceeds of the Obligations. The issuance of the Obligations is a condition precedent, among others, under the Purchase and Sale Agreement that must occur before the District becomes obligated to acquire the Sports Complex Property.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and pursuant to the terms and conditions of the Construction Management Agreement. The City and District shall work in good-faith with the Developer to develop the plans, specifications, and ultimate design of the Sports Complex. The Developer and City agree that prior to the commencement of the construction of the CID Project or, specifically, the Sports Complex, the Developer and City shall jointly approve the plans, specifications and design of the Sports Complex. The CID Project shall be carried out subject to Applicable Laws and Requirements and this Agreement. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the CID Project by the date(s) set forth in the TIF Contract, the City shall have the right to send a notice to Developer of such default and the requirement to cure the default within thirty (30) days, or if it is not practical to cure such default within thirty (30) days, such time period granted by the non-defaulting party.

C. If the Developer fails to cure such default, then the City may assume responsibility to complete the CID Project in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the issuance of the Obligations by the IDA.

D. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062, RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement.

Section 4.3. Financing the CID Project.

A. It is anticipated that the IDA will issue Obligations, in one more series, to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the Sports Complex Property. Pursuant to the Financing Documents, the Developer and City, if necessary, will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue, any amount captured as economic activity taxes by the TIF Plan, and proceeds of the Obligations and from no other source. The Obligations shall not constitute a debt or liability or general obligation of the District, the City, the State, any authority that may issue the Obligations on the District's behalf, or any agency or political subdivision thereof. To the extent that the CID Bond Project Cost exceeds the amount stated in **Exhibit E-2**, the Developer shall be responsible to pay for any cost overruns.

C. The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its bond counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell Obligations, as appropriate. The City agrees to provide historical sales tax collection information for businesses within the District Area. The Developer and the City will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any retailer.

E. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the Obligations are outstanding, a request for an appropriation of CID Sales Tax Revenues for application to the payment of Obligations in accordance with this Agreement.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval; provided, however, that a Completion Certificate shall not be required for payment of CID Bond Project Costs, which will be paid in the manner set forth in the Financing Documents. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

A. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

B. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Jasper County, Missouri.

Section 4.5. Ownership and Maintenance of CID Project.

Subject to this Agreement and the Purchase and Sale Agreement, the District or City will acquire title to the Sports Complex Property within the District Area and, following completion, the Sports Complex. So long as there is CID Sales Tax Revenue available that is not pledged to the Trustee, all unpledged revenue in the CID Sales Tax Account shall be utilized by the District to pay for the operational and maintenance expenses that may arise from the Sports Complex and as further defined in the standalone agreement between the City and the District regarding the management and operation of the Sports Complex.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council, except for those services reasonably necessary to ensure the adequate maintenance and operation of the Sports Complex as further defined in the standalone agreement between the City and District regarding the management and operation of the Sports Complex.

Section 4.8. Addition of Property of Property to District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District. At the time that the District was created, certain real property, more specifically described in **Exhibit G,** was not included within the boundaries of the District. The Parties understand that to fund the CID Project as currently contemplated, annexing the Annexed Property into the District is necessary. Following the effective date of the resolution adopted by the Board of Directors imposing the CID Sales Tax as approved by the qualified voters within the District, the Developer, and any other property owner necessary, shall submit a petition to the Board of Directors in compliance with Section 67.1441.2, RSMo, to add the Annexed Property to the District. The District and the City will ensure that all procedural requirements set forth in Section 67.1441.2, RSMo, and the CID Act generally, shall be complied with and agree to consider the addition of the Annexed Property in good faith.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or

audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than one hundred eighty (180) days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Joplin Sports Facility Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District Area, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its

CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Bond Project Cost or a CID Reimbursable Project Cost, as applicable, that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not

have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement 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. The Parties 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 Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement 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 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

Joplin Sports Facility Community Improvement District
Attn:

With a copy to:

Williams & Campo, P.C.
Attn: T. Chris Williams
200 Unity Circle North, Suite G
Lee's Summit, MO 64086

Any notice to City shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Prospect Village, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

and

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

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

Section 7.5. Applicable Law; Common Representation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jasper County Circuit Court. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 7.6. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Agreement 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 Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement 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 Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts.

This Agreement 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 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder

may not and shall not be assigned by the Developer without the prior written consent of the City and the District, which consent shall be given if the City and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City and the District, enter into an agreement with the City and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to an Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's or the Developer's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2025.

_____

Notary Public

My Commission Expires:

DEVELOPER:

PROSPECT VILLAGE, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2025 before me, a Notary Public in and for said state, personally appeared _____, of Prospect Village, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

CID:

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Joplin Sports Facility Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of said Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN
Engineering beyond.℠

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

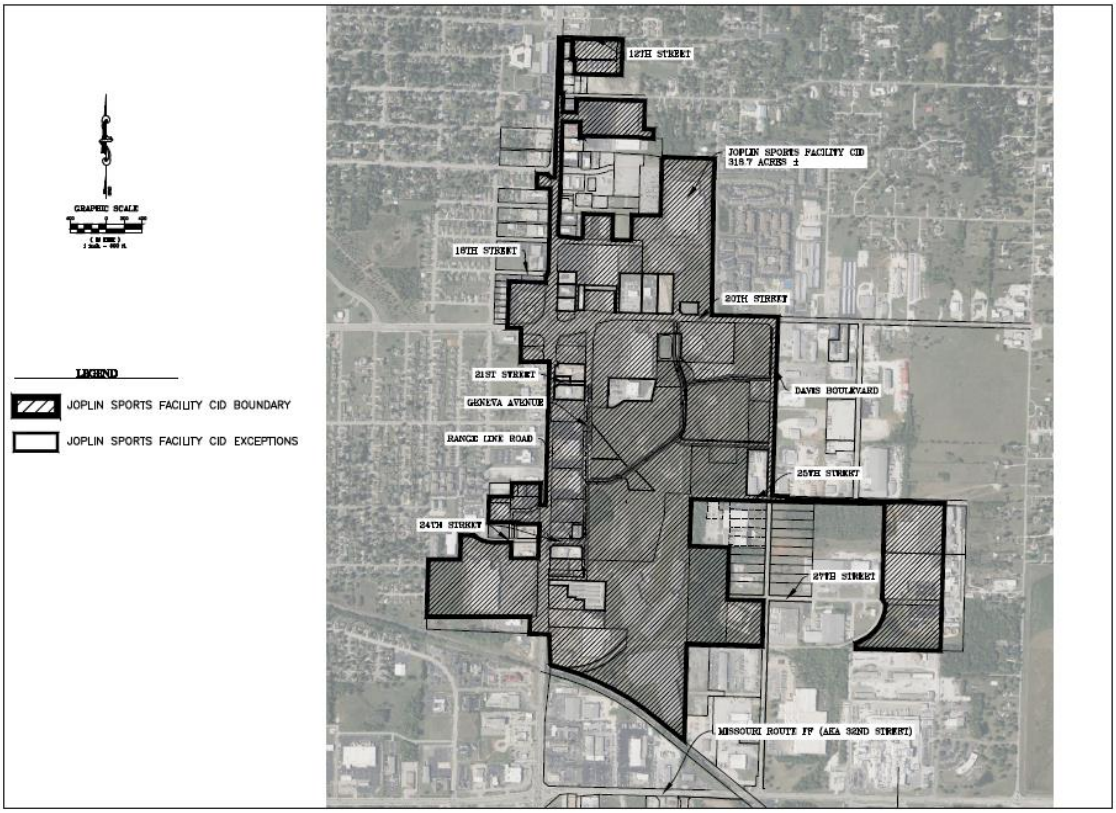

GRAPHIC SCALE
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
12TH STREET
JOPLIN SPORTS FACILITY CID
318.7 ACRES ±
16TH STREET
20TH STREET
21ST STREET
GENEVA AVENUE
DAVIS BOULEVARD
RANGE LINE ROAD
25TH STREET
24TH STREET
27TH STREET
MISSOURI ROUTE FF (AKA 32ND STREET)
OWN
Engineering beyond.
CID EXHIBIT FOR:
WOODSONIA
ACQUISITIONS, LLC.
REVISIONS
DRAWING INFORMATION
DRAWING NUMBER:
JOP-100-7303
SHEET NUMBER
1/1

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Joplin Sports Facility Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2025 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Prospect Village, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Joplin Sports Facility Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2020 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Joplin Sports Facility Community Improvement District _____ _____ _____ **SALES TAX RETURN** **Check box if Amended Return Y Or Additional Return Y**	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS** **YYYY YY**

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN <u>MUST</u> BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS……							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Joplin Sports Facility Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E-1

CID FIVE-YEAR BUDGET (from the Petition)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT F

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE ANNEXED

[MAP OF PROPERTY TO BE ANNEXED ON NEXT PAGE]

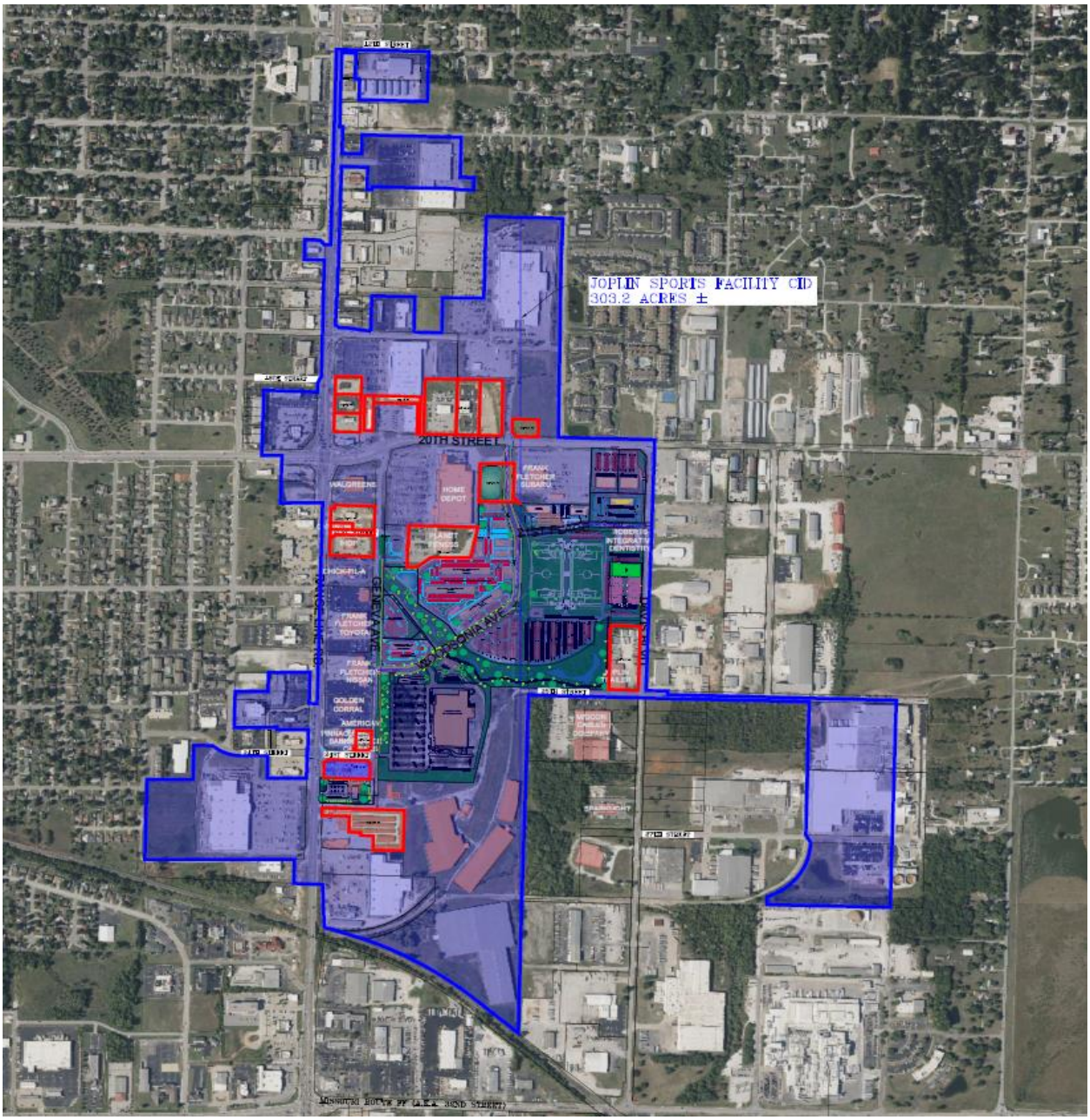
[TO BE PROVIDED]

EXHIBIT G

LEGAL DESCRIPTION AND MAP OF SPORTS COMPLEX PROPERTY

[TO BE PROVIDED]

JOPLIN SPORTS FACILITY CID



COUNCIL BILL NO. 2025-500 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on December 18, 2024, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Joplin Sports Facility Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on January 21, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, a Cooperative Agreement among the City, the District, and Prospect Village, LLC has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District, make such other findings as necessary, approve the Cooperative Agreement among the City, the District, and Prospect Village, LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission

requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Ryan Stanley	4 years
Derek Edwards	4 years
Fred Palmer	2 years
Dustin Parker	2 years
Patty Vavra	2 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of this Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act.

Section 8. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council hereby finds, determines, and declares that the area described in the Petition is a blighted area based on information included in and testimony related to the blight study submitted and presented at the public hearing on January 21, 2025. The City Council further finds and determines that the use of District revenues related to the construction of the improvements and services described in the Petition are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

Section 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 10. That the Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC, is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute

said Agreement on behalf of the City.

Section 11. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Establish the Joplin Sports Facility Community Improvement District

[see attached]

Exhibit B

Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC

[see attached]