ATTACHMENT 1

Joplin, MO
Store #4478-00

DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between the City of Joplin, Missouri hereinafter referred to as "City" and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, hereinafter referred to as "Wal-Mart".

WITNESSETH:

WHEREAS, Wal-Mart has the contractual right to purchase certain property in the City described and depicted on Exhibit A (the "Property") attached hereto and made a part hereof; and

WHEREAS, Wal-Mart and the City mutually desire that the South Maiden Lane entrance to the proposed Wal-Mart development on the Property line up with the entrance to the Joplin city swimming pool across the street.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. In conjunction with Wal-Mart's development of the Property, Wal-Mart will relocate the existing South Maiden Lane entrance to the Joplin city swimming pool so as to line up with the Wal-Mart entrance and construct and install other improvements substantially as shown on the Off-Site Improvements Exhibit attached hereto. Construction of the entrance and improvements shall be completed at such time Wal-Mart applies for a Certificate of Occupancy for its store. Wal-Mart shall have no obligation to construct the improvements unless and until it develops the Wal-Mart Property and constructs an entrance to same from South Maiden Lane. Since the relocation of the entrance will remove three parking spaces, Wal-Mart will construct three new spaces as shown on the final plans approved by the City.
2. Wal-Mart will submit detailed plans and specifications for these improvements to the City for review and approval and will not commence work on City property until same have been approved, pursuant to the City's planning and building departments' policies, regulations and the City Code. The City will use its best efforts to advance the plans and specifications in a timely manner.

3. All improvements constructed pursuant to this Agreement shall be constructed on property owned by the City and the City hereby grants Wal-Mart the license to come on said property and excavate, grade, operate heavy equipment and do such things on the City property as shall be reasonably necessary to construct the improvements according to the approved plans.

4. All improvements constructed on City property pursuant to this Agreement shall belong to the City and shall be maintained by the City upon completion.

5. All improvements constructed on City property pursuant to this Agreement constructed by Wal-Mart at its sole cost.

6. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

7. This Agreement contains the entire agreement of the parties as to only the subject matter contained herein, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arms length negotiations.

8. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

9. This Agreement supersedes any prior oral agreements between the parties and no oral statements or representations between the parties concerning the Premises, not contained in this Agreement, shall have any force or effect. To the extent that this Agreement shall conflict with the terms of any prior written matter relating to the development of the property, this Agreement shall be controlling. Nothing contained in this Agreement (including exhibits) shall give rise to duties or covenants on the part of Wal-Mart, express or implied, other than the express duties and covenants set forth herein. ANY REPRESENTATION OF WAL-MART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT

INCORPORATED IN THIS AGREEMENT SHALL NOT BE BINDING UPON WAL-MART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. Nothing herein contained shall be construed to create any partnership or joint venture between the parties. This Agreement shall not be amended or added to in any way except by written instruments executed by both parties or their respective successors in interest.

10. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

11. This Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year first above written.

WITNESS:

City of Joplin, Missouri

By:_____

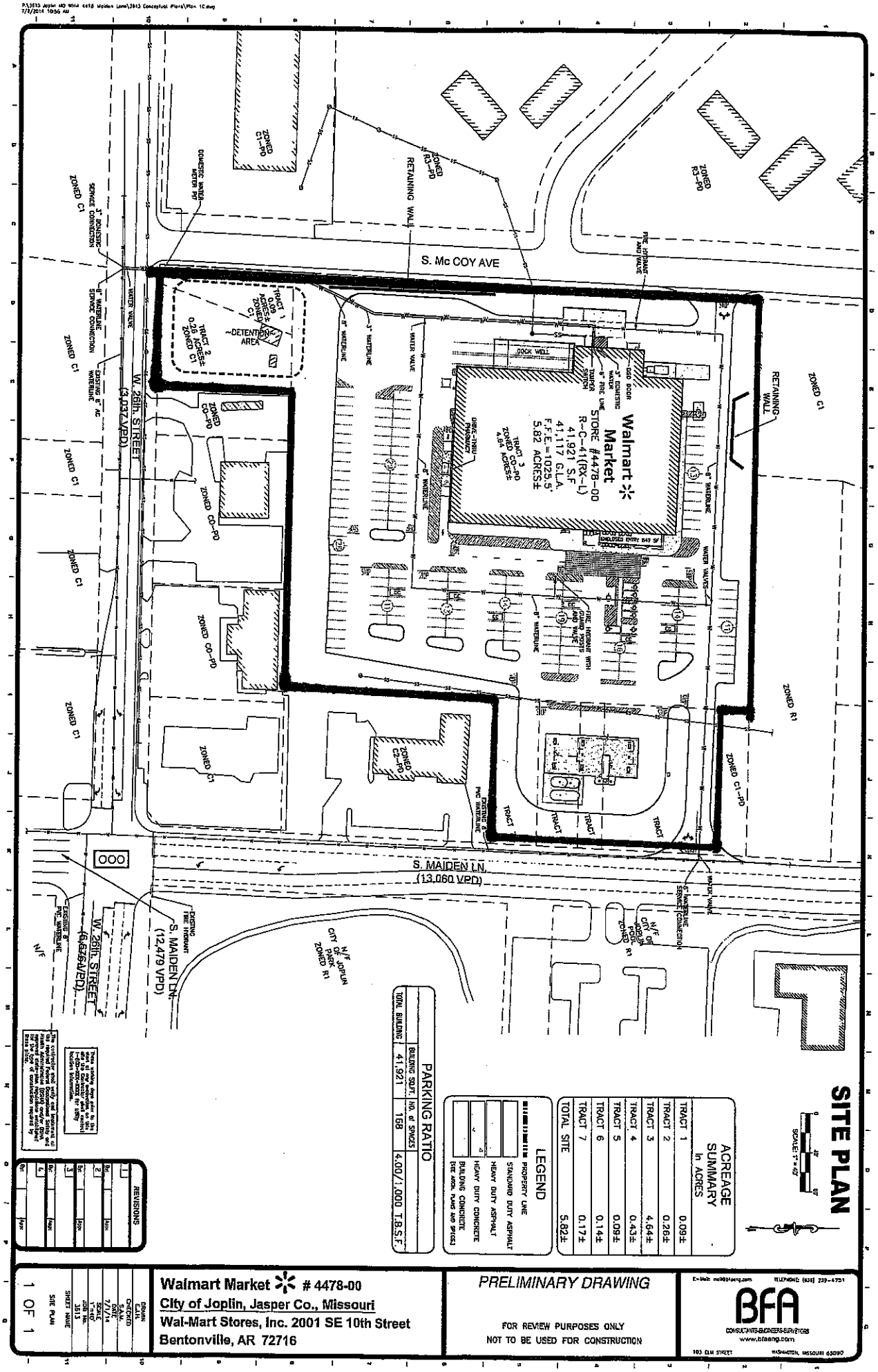
_____

Title:_____

Wal-Mart Real Estate Business Trust,
a Delaware statutory trust

By: _____
L.B. Johnson, Vice-President Real Estate

EXHIBIT A



DRAWN	C.J.H.
CHECKED	S.A.M.
DATE	7/1/14
SCALE	1"=40'
JOB No.	3513
SHEET NAME	SITE PLAN
1 OF 1	

Walmart Market # 4478-00
City of Joplin, Jasper Co., Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716

PRELIMINARY DRAWING

FOR REVIEW PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION

E-Mail: mail@bfaeng.com TELEPHONE: (636) 239-4751
BFA
CONSULTANTS-ENGINEERS-SURVEYORS
www.bfaeng.com
103 ELM STREET WASHINGTON, MISSOURI 63090

Exhibit A
Page 2 of 3
Property Legal Description

Tract 1:
That part of Miscellaneous Tract Numbered Fourteen (14) in Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being described as follows: Commencing at the East Quarter corner of said Section 16; thence North 01 degrees 37 minutes 56 seconds East along the East line of Section 16, 175.10 feet; thence North 89 degrees 47 minutes 51 seconds West 180.00 feet to the Southwest corner of Lot Numbered Eighty-six (86) in LUDWIG'S FIRST ADDITION, being the point of beginning; thence continuing North 89 degrees 47 minutes 51 seconds West, 408.44 feet to the East right-of-way line of McCoy Avenue; thence North 01 degrees 36 minutes 14 seconds East along said right-of-way, 493.70 feet; thence South 88 degrees 47 minutes 29 seconds East 408 .53 feet to the Southwest corner of Lot Numbered Seventy-nine (79) in LUDWIG'S FIRST ADDITION; thence South 01 degrees 37 minutes 38 seconds West 486.53 feet to the point of beginning.

Tract 2:
All of Lot Numbered Eighty (80) and all of Lot Numbered Eighty-one (81), EXCEPT the South 25 feet thereof , in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 3:
All of the South 25 feet of Lot Numbered Eighty-one (81) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 4:
All of Lot Numbered Eighty-two (82) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 5:
All of Lot Numbered Eighty-three (83) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

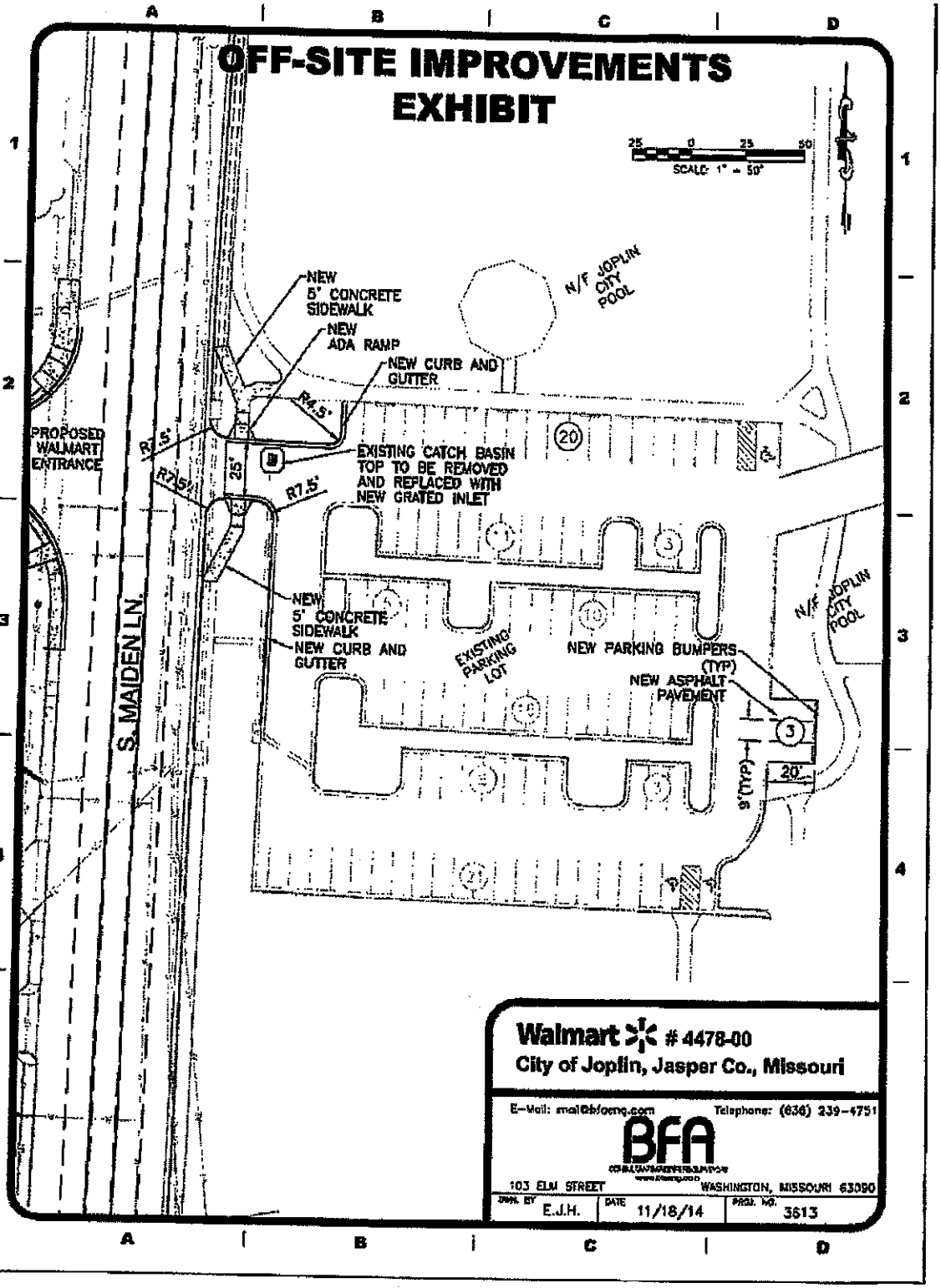
Exhibit A
Page 3 of 3
Property Legal Description Continued

Tract 6:

All of Lot Numbered One Hundred Nine (109) in LUDWIG'S FIRST ADDTION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 7:

Commencing at the Southeast corner of the Northeast Quarter of Section 16, Township 27, Range 33, thence West 582.82 feet, thence North 25 feet to the point of beginning, thence West 15.91 feet, to the East line of McCoy Avenue, thence North along said East line 150 feet, thence East 60.95 feet, thence Southwesterly a distance of 157.75 feet to the point of beginning, being a part of Miscellaneous Lot 14, said Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.



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