Site Plan Review Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 027-23
Filing Fee: $550.00
Received: 4/14/23
Advertised:
Proj. No.: 23-164

Applicant: Specialty Foods Distribution, Inc. Phone No.: 417-623-2222

Address: 3232 Enterprise Avenue, Joplin, MO 64801 Email: tonyd@specfoodinc.com

Owner: Jose L. Bravo Phone No.: 918-344-5750

Address: 2002 Natalie Lane, Joplin, MO 64801 Email: joseb@specfoodinc.com

Location of Property: 3232 Enterprise Avenue, Joplin, MO 64801

Present Use of Property: Vacant Land Zoning: M2-PD

Design Professional who Prepared the Plans: Hunter and Millard Architects, Inc.

Phone No.: 417-624-8872 Email: jeff@hunterandmillard.com

Total Acres: .5 acres

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☑	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

☑ ☐ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect

☐ ☑ Name and address of all owners of record of abutting parcels

☑ ☐ All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures

☑ ☐ Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures

☑ ☐ The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown

☐ ☑ The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties

☐ ☑ The location, height, size, materials, and design of all proposed signage

☐ ☑ A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas

☐ ☑ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.

☐ ☑ The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales

☐ ☑ Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable

☐ ☑ Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☐ ☑ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

☐ ☑ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

☐ ☑ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

☐ ☑ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.

☐ ☑ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

☐ ☑ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

Submission of Documents: The following documents are **required** at the time of submission.

Yes	No	
☑	☐	Were 20 copies of the required plans submitted? **Only 11x17 is permitted.**
☑	☐	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?
☑	☐	Was the site plan review fee of $_____ paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 04-13-23

Site Plan Review Procedures

Applicability. The planned development process is intended for development concepts that require a higher degree of specific planning based on the scale and complexity of the project, the relationship of the project to the context, and the ability to exceed the purpose, intent, and objectives of this code through innovative projects and more flexible application of the standards. A planned development application is a type of rezoning based on a specific and integrated development plan and must meet all of the procedures and requirements of the rezoning process. Application for a planned development may be filed by the property owner, the City Council, or the Planning Commission.

A development plan shall include a minimum of five acres, or at the Director's discretion, it may include less if the plan is situated to have a significant influence on the plan elements and criteria for the subject property and the general vicinity, rather than simply benefit the subject property. Additions to previously approved development plans may be considered an amendment to that plan and do not require a minimum size.

Preliminary Development Plan / Regulating Plan. A development plan is a comprehensive and detailed plan for coordinated development of the entire area. The purpose of a development plan is to allow preliminary review of a proposed planned development before substantial technical work has been undertaken, but to also streamline and grant flexibility to development based on the extent of planning and urban design assurances. A development plan shall generally include:

1. *Existing Conditions.* Analysis identifying the general layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features.
2. *Public Input Summary.* A summary of the type, extent and outcomes from any public engagement or neighborhood meetings regarding the plan and future development.
3. *Public Realm Plan.* A plan outlining the location, design characteristics, and functions of all proposed streets, storm water management systems, and open spaces and civic spaces – whether public, common, or private – that will create the public realm for the plan. This plan shall also include the requirements for a preliminary plat.
4. *Regulating Plan.* A plan indicating the specific land uses and their density/intensity, block, and lot patterns, building types and scale, design characteristics, and other building and site design elements that reflect the proposed character of the plan, and where relationships and transitions between these elements occur within the plan. A regulating plan shall be based off one or more base zoning districts, with the exception of where it notes deviations from based district standards and becomes a project or area specific zoning map. The regulating plan shall specifically identify where and how development standards may differ from those otherwise applicable through the most comparable base zoning districts and general development requirements of this code. This plan shall also include the requirements for a zoning map amendment.
5. *Phasing or Implementation.* A strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

6. *Illustrative Plan.* The preliminary development plan may include an illustrative plan that includes renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the applicable development standards.

Review Criteria. A preliminary development plan shall be reviewed according to the following criteria:

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the comprehensive plan, and based upon generally accepted planning and urban design practice.
2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular that of the areas immediately near or within the proposed project and are not strictly to benefit the applicant or a single project.
3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and are consistent with the objectives of any specific standards proposed to be modified when applied to the project or site.
4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the compressive plan and any specific plans to the area.
5. The plan meets all of the review criteria for a preliminary plat and zoning map amendment.

Review Procedure. In addition to all applicable general procedures in Table 2-1 and Section 2.01, the following specific procedures shall apply to planned developments.

1. The planned development process involves at least two steps – the preliminary development plan/regulating, and a site plan for specific components of the development plan. However, based on the complexity of projects and degree of advanced planning and urban design necessary for a project, the elements of a preliminary development plan in subsection B. may be broken into two or more steps.
2. In most cases land will need to be subdivided in order to carry out a development plan. The subdivision process is a separate process, but review and approvals may be incorporated into planned development process provided the procedural requirements and criteria are met for each application in the combined process.
3. All other review procedures for a zoning map amendment in Section 2.03.C. shall apply.

Effect of Decision. A preliminary plan including a regulating plan shall be approved by the City Council in the form of an ordinance.

1. *Preliminary Development Plan.* Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. It does not change or approve any zoning standards or development standards unless accompanied by a regulating plan.
2. *Regulating Plan.* Approval of a regulating plan, or a preliminary development plan accompanied by a regulating plan implements the base zoning districts shown in the plan and approves any proposed modifications, deviations or additions to the base zoning district standards. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Designation shall be the applicable base zoning district plus "PD" (planned). (For example, where a portion of the development plan uses the R-1 and the C-1 base zoning districts for the preliminary development plan, the future zoning of each area shall be R-1-PD and C-1-PD respectively.)

3. *Public Realm Plan.* Approval of a public realm plan, or a preliminary development plan accompanied by a public realm plan has the same effect as approval of a preliminary plat, provided all submittal requirements for a preliminary plat are included.
4. *Final Development.* Prior to applying for permits for final development, any project included as part of a planned development shall first require approval of a final plat and a site plan as provided in these regulations. In addition to all other information and criteria required for those applications, submittals under an approved planned development shall include all information necessary to demonstrate that the standards, requirements, and conditions of the development plan have been met.
5. *Duration.* The preliminary development plan shall be valid for a period of two-years from the effective date of the ordinance, unless the ordinance or phasing plan establishes a different and specific implementation schedule. Submittal of a site plan for all or a portion of the area shall stay this two-year period, and approval of a site plan for a portion of the area shall renew the two-year period for the remainder of the preliminary development plan. If an applicant fails to obtain site plan approval within this period, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change. Otherwise, all subsequent site plans under the lapsed preliminary development plan shall require the same procedures and review criteria as a preliminary development plan.

Bellairs, Tyler

From: Tony Doll <tonyd@specfoodinc.com>
Sent: Monday, May 22, 2023 3:53 PM
To: Bellairs, Tyler
Subject: Legal Description
Attachments: 3232 Enterprise Avenue, Joplin, MO 64801.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Tyler,

See legal description of property on page one, line 14 and 15.

Sincerely,

Tony E. Doll
Chief Financial Officer

Specialty Foods
DISTRIBUTION, INC.

Reference *(e.g., Seller and Buyer)* _____

MISSOURI ASSOCIATION OF REALTORS®
Working for Missouri's REALTORS®

Commercial and Industrial Real Estate Sale Contract

This document has legal consequences. If you do not understand it, consult your attorney.

1. **PARTIES:** This contract ("Contract") is made by Gary L. Hall Revocable Living Trust, Seller, and Amigo Properties, Inc. (A Missouri Corporation), Buyer, and is effective as of the date and time of final acceptance on the signature page of this Contract (the "Effective Date").

2. **PROPERTY:** Seller sells to Buyer the following-described real estate, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following: 4 sets of office furniture and 36 sets of warehouse racks. Office furniture and racks remain in lieu of loan default all of which is commonly known and numbered as 3232 Enterprise, in the City of Joplin in Jasper County, State of Missouri, and is legally described as follows:

3232 Enterprise, Joplin, MO
All of the East 500 feet of Lot Numbered Five (5) in Joplin Industrial Park Subdivision to the City of Joplin, Jasper County, Missouri

Such real estate and other property shall be collectively referred to in this Contract as the "Property."

3. **EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 9 of this Contract), zoning ordinances and laws and the following existing leases or tenancies:

n/a

4. **PURCHASE PRICE:** The purchase price is One Million Dollars ($ 1,000,000.00), which Buyer agrees to pay as follows: zero Dollars ($ _____), at the signing of this Contract as Earnest Money, which is to be deposited in the insured trust or escrow account of n/a ("Escrow Agent") as soon as practicable, but not later than five (5) banking days after the Effective Date, as a part of the consideration of the sale; the balance to be paid in the following manner: One Million _____ Dollars ($ 1,000,000.00), in guaranteed funds or cashier's check at Closing (as defined below), adjusted at Closing for prorations, closing costs, and other agreed expenses and [state other payment or financing terms] As stated in financing agreement attached (Note Payable to Gary L. Hall Revocable Living Trust).

5. **FINANCING AGREEMENTS: (Only those paragraphs which are completed shall be applicable)**

(a) The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note payable to Gary L. Hall Revcable Living Trust, and bearing interest at the rate of See Attached percent per annum, with an unpaid balance of principal thereon as of Closing of $ _____, and the Buyer will, at Closing as part of the purchase price, assume and agree to pay the actual remaining unpaid balance on the note. [Note: Assumption by Buyer does not necessarily release Seller from continued liability.]

(b) Seller agrees to finance a part of the purchase price in the amount of $ 1,000,000.00, to be evidenced by a negotiable purchase money promissory note in a form approved by Seller, to be amortized in equal monthly installments over a period of 20 years, bearing interest at the rate of adjustable percent per annum, and secured by a First Deed of Trust in a form approved by Seller and covering the Property.

(c) This contract is contingent on Buyer's ability to obtain a conventional loan or loans in the amount of $ _____, payable over a period of not less than _____ years and bearing interest at a rate of not more than _____ percent per annum. Seller shall not be obligated to pay any of the expenses incidental to the obtaining of such loan or loans. Buyer shall use reasonable diligence in seeking to obtain such loan

Realty Executives of Joplin 2203 E. 32nd Street, Joplin MO 64804
Phone: 4177825552 Fax: 4177820091 Robert D. Martz, Broker

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or loans, and if Buyer does not furnish Seller with a copy of an effective written loan commitment within _____ days from the Effective Date, then this Contract shall automatically terminate and the Earnest Money shall be returned to Buyer.

6. **CLOSING DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of JCT Title Services on December 5, 2003, or prior thereto by mutual consent, and possession shall be delivered as follows: Possession to Buyer upon full execution of contracts.

7. **EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

8. **PRORATIONS:** The rents, income, and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

9. **TITLE INSURANCE:** [Seller] [Buyer] **(cross out one)** shall pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the purchase price as of the time and date of recordation of Seller's general warranty deed, subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than twenty (20) days after the Effective Date, cause to be furnished and delivered to Buyer a current commitment to issue the policy (the "Title Commitment"), issued through JCT Title Services (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have until Closing to cure the objections. If Seller does not cure the objections by Closing, the Contract shall automatically be terminated unless Buyer waives the objections on or before Closing.

10. **ABSTRACT AND EXAMINATION:** In lieu of title insurance being furnished as provided in paragraph 9 above, with the consent of both Seller and Buyer, Seller shall, at Seller's expense, not later than twenty (20) days after Effective Date, deliver to Buyer an abstract of title, certified to date by a competent abstracter showing marketable title in fact in Seller and taxes, assessments, judgments and mechanic's liens of record, affecting the Property; subject, however, to any exceptions herein stated. Buyer shall have ten (10) days after delivery to examine the abstract, and if the title to the Property is defective, Buyer shall specify the objections in writing and deliver the same to Seller at the office of the listing broker within ten (10) days after such delivery of the abstract. Seller shall correct any of the defects, and if Seller shall not have any such defects corrected within sixty (60) days from the date of delivery of such objections, then this Contract shall terminate and the Earnest Money shall be returned to Buyer and the abstract returned to Seller.

11. **INSPECTIONS:** Seller shall grant Buyer reasonable access to the Property for _____ (n/a) days after the Effective Date (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs, and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition of the Property is not suitable for Buyer, Buyer shall provide written notice to Seller on or before the end of the Inspection Period that this Contract is terminated. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 15 of this Contract. In addition, Buyer, or Buyer's representatives, may reinspect the Property before Closing upon reasonable notice to Seller.

12. **REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

13. **REAL ESTATE BROKER:** Seller and Buyer agree that Realty Executives of Joplin, Broker(s), is (are) the only real estate broker(s) involved in this sale, and Seller agrees to pay compensation of

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4% of the purchase price pursuant to the agreement between Seller and Broker(s). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such claim. The provisions of this paragraph shall survive the Closing or termination of this Contract.

14. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver into escrow a general warranty deed, a bill of sale with a warranty of title for any non-realty portion of the Property, and all other documents and funds reasonably necessary to complete the Closing. The general warranty deed shall convey to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the general warranty deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the owner's title insurance policy with only the Permitted Exceptions.

15. **INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

16. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

17. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

18. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 19 of this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller, and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer, and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) or pursue any other remedy and damages available at law or in equity. If at Seller's option, the Earnest Money is to be retained by the Seller as liquidated damages as Seller's sole remedy, the Earnest Money deposit shall first go towards reimbursing the expenses of Seller and the listing broker incurred in this transaction, and the balance to be paid one-half (n/a) to Seller and one-half (n/a) to the listing broker in lieu of compensation; provided, however, that the broker in no event shall receive any sum of money for his services greater than the amount agreed to as compensation.

This Contract does ☐ does not ☒ **(check one)** incorporate binding and mandatory arbitration under the terms of COM-2010, Rider A, Agreement to Arbitrate, attached hereto and incorporated herein. Arbitration is binding on those parties who have agreed to arbitrate by signing Rider A. If this Contract does not incorporate mandatory and binding arbitration or if a binding agreement for arbitration of disputes addendum is not subsequently entered into by the parties, and, as a result of default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the nondefaulting party for any expenses in connection with this transaction and for all reasonable attorney's fees, court costs, and legal expenses incurred by the nondefaulting party in connection with this transaction and the default.

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19. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money, other escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs, and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent.

20. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements, and may be modified only by initialing changes in this Contract or by written agreement.

21. **NOTICES:** All notices, consents, approvals, requests, waivers, objections, or other communications (collectively "Notices") required under this contract (except notice given pursuant to paragraph 19 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All Notices shall be addressed to the parties at the respective addresses set forth below, except that any party may, by Notice in the manner provided above, change this address for all subsequent Notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in case of Notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a Notice shall constitute delivery of the Notice.

22. **ASSIGNABILITY OF CONTRACT.** This Contract is binding on and shall inure to the benefit of the parties' successors and assigns. Buyer may not assign this Contract without the written consent of Seller if (a) Seller is taking back a note and deed of trust as part of the purchase price or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract.

23. **REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE (licensee working with Seller and licensee working with Buyer should each check the appropriate box and sign below; "selling broker" means the broker working with Buyer).**

☐ **Transaction Broker Assisting Seller** - Seller and Buyer understand that _____ _____ (listing broker firm name) and its salespersons are assisting Seller as a transaction broker and are not acting on behalf of either Seller or Buyer in this transaction.

☐ **Transaction Broker Assisting Buyer** - Seller and Buyer understand that _____ _____ (selling broker firm name) and its salespersons are assisting Buyer as a transaction broker and are not acting on behalf of either Seller or Buyer in this transaction.

☐ **Seller's Agent/Subagent** - Seller and Buyer understand that _____ _____ (listing broker firm name) and its salespersons and (fill in only if a subagent is involved) _____ (selling broker firm name) and its salespersons are acting on behalf of Seller.

☐ **Buyer's Agent** - Seller and Buyer understand that _____ _____ (selling broker firm name) and its salespersons are acting on behalf of Buyer.

☒ **Dual Agent** - Seller and Buyer understand that Realty Executives of Joplin _____ (broker firm name) and its salespersons are acting on behalf both Seller and Buyer.

☐ **Designated Agents** - Seller and Buyer understand that although _____ _____ (listing broker firm name) is listing broker, acting on behalf of Seller through Tim Goostree (salesperson), _____ (salesperson) of the same firm has been designated to act on behalf of Buyer.

☐ **Designated Transaction Brokers** - Seller and Buyer understand that although _____ _____ (listing broker firm name) is listing broker, acting as a _____ assisting Seller, Tim Goostree (salesperson) of the same firm has been designated to act as a transaction broker assisting Seller, and Tim Goostree (salesperson) of the same firm has been designated to act as a transaction broker assisting Buyer.

Seller and Buyer acknowledge that (a) disclosure of the foregoing relationship(s), if required by rule or regulation, was communicated to them or their respective agents and/or transaction brokers no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationships, and

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(b) they have received a Missouri Real Estate Commission Broker Disclosure Form. Compensation to the broker(s) will be paid by Seller no later than closing.

By signing below, the salespersons confirm making disclosure of this brokerage relationship to the appropriate parties. (All lines below must be completed.)

Realty Executives of Joplin
Selling Broker's Firm Name

By Tim Goostree
Tim Goostree

Date: 11/21/2003

Realty Executives of Joplin
Listing Broker's Firm Name

By Tim Goostree
Tim Goostree

Date: 11/20/2003

24. **LEAD-BASED PAINT DISCLOSURE:** A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (DSC-2000) ☐ IS ☒ IS NOT attached to this Contract and signed by Seller, Buyer and the listing broker or salesperson.

25. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully-executed copy to Buyer, on or before the earlier of (a) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn, or (b) _____, _____, at _____ .m.

26. **TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.**

27. **ADDITIONAL TERMS:**

Buyer to install a 60x90 cooler as deposit to remain in the building if Buyer defaults note. Buyer to furnish yearly paid tax and insurance receipts.

APPROVED AND ACCEPTED:

Buyer (for a corporation)

By John Washburn President
John Washburn Title

Buyer's mailing address:
27721 Thorn Road
Asbury, MO 64832

Telephone: _____

Attest:
_____

BUYER (for one or more individuals)

_____

Buyer Amigo Properties, Inc. (A Miss

_____

Buyer

S.S. or I.D. No. 010-79-4105

Date: _____

Seller hereby ☐ accepts
☐ rejects
☐ counter offers the foregoing offer set forth in this Contract on the terms specified herein
☐ A counter offer form which amends the terms of this Contract is attached and incorporated into this Contract.

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Reference *(e.g., Seller and Buyer)* _____

Seller's counter offer will automatically expire at _____ _____ .m. on _____ , _____ , if not accepted by Buyer or withdrawn by Seller before then.

Seller (for a corporation)

_____

By _____
Title

Gary L. Hall

Attest:

_____

Seller's mailing address:
P.O. Box 217
Galena, KS 66739

Telephone: (620)783-5473

SELLER (for one or more individuals)

_____

Seller Gary L Hall Rev Liv Trust

_____

Seller

S.S. or I.D. No. _____

Date: _____

Buyer accepts Seller's counter offer. BUYER'S INITIALS _____

The receipt of the earnest money deposit is acknowledged by the undersigned salesperson and will be delivered to _____ (Escrow Agent) for deposit in an escrow account.

_____ Date: _____
Salesperson

For Information Only--Not Parties To the Contract

Listing Broker/Agent Tim Goostree
Tim Goostree

Selling Broker/Agent Tim Goostree
Tim Goostree

Escrow Agent _____
n/a

Closing Agent _____

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Realty Executives of Joplin

2203 East 32nd Street
Joplin, MO 64804
Office: (417) 782-5551
Fax: (417) 782-0091

3232 Enterprise – Notes for Financing

- Purchase price of $1,000,000
- Owner to finance for 20 years prime rate plus 1% as posted in the Wall Street Journal January 1st of each year.
- Rate of 1% over prime with a maximum adjustable of 2% in each year (+) or (-).
- Maximum high cap of 9%, low cap of 5% over the loan.
- Interest rate of 5% shall be locked starting in the year January 1, 2004 through December 31st, 2005.
- There will be no prepayment penalty.
- First payment is due January 1, 2004.
- Buyer to install a 60x90 cooler as deposit for building. If Buyer shall default it shall remain part of the building.
- Possession upon contract execution.

REALTY EXECUTIVES

Realty Executives of Joplin
2203 E. 32nd Street
Joplin, MO 64804

LEGAL DESCRIPTION/FRANCHISE ADDENDUM

SELLER: Gary L. Hall

BUYER: Amigo Properties, Inc.

PROPERTY: 3232 Enterprise, Joplin

Please print all of the above

COMPLETE APPLICABLE PARAGRAPHS:

A. PROPERTY LEGAL DESCRIPTION:
See Attached Contract, Pg 1

B. FRANCHISE DISCLOSURE STATEMENT:

Realty Executives of Joplin is an independent franchise of Realty Executives International, Inc., and is solely responsible for its own debts and liabilities and Realty Executives International, Inc. is not responsible for the acts, liabilities, or debts of this broker.

John F Martin Pres. 11/21/03
Buyer Amigo Prop. Inc Date

Buyer Date

GARY L. HALL
BY: [illegible], CONTROLLER 12-06-02
Seller Date SS#

Seller Date SS#

Page# _____

LEAD CONTAMINATED SOIL

Addendum to Seller's Disclosure Statement for Residential Property

Addendum to listing agreement no. 64782

28. Has your property been tested for lead or other contamination by the Missouri Department of Natural Resources or anyone else?

_____Yes _X_ No

A. If it was tested, was contamination found?

_____Yes _____No

B. If the answer to 28A is yes, what type and level of contamination was found? _____

C. If the answer to 28A is yes, was cleanup done?

_____Yes _____No

29. **Notice of disclosure, U.S. Dept. of Housing and Urban Development:**
If the home was built prior to 1978, it may contain lead-based paint.

To the best of my knowledge, this house was built :

_X_ prior to 1978 ___ after 1978 ___ unknown

Brokers are hereby authorized to distribute this information to potential Buyers for this property. To the extent of the Seller's knowledge as a property owner, the Seller acknowledges that the information contained above is true and accurate for those areas of the property listed.

Seller X GARY L HALL
BY: Kent Hall, CONTROLLER

Seller _____

Date X 12-06-03

The Buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The Buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas. The Buyer also acknowledges that he has read and received a signed copy of this statement from the Seller or the Seller's agent.

Buyer _____

Buyer _____

Date 11/21/03

SQUARE FOOTAGE ADDENDUM

CONTRACT ADDENDUM

The undersigned hereby agree that this addendum shall become a part of the real estate contract dated _____ between Gary L. Hall

known as Seller, and Amigo Properties, Inc.

known as Buyer, for Seller's property located at 3232 Enterprise, Joplin

Buyer acknowledges that any descriptions of acreage, lot size, room size, or square footage are approximations only, and are not intended as exact measurements. Buyer has the right to obtain a measurement by a competent professional or to measure the property.

Buyer is not relying on any statement or representation by Seller or Seller agent as to acreage, lot size, room size, square footage, or age of structure.

By their signature, Buyer and Seller hereby accept and agree to all the provisions of the real estate contract, as amended by this addendum, and acknowledge receipt of a copy hereof.

Signed by the Seller on X GARY L. HALL By: Keith Nau, 12.06 20 02,
X a.m./____ p.m.

Signed by the Buyer on Nov. 21, 20 03,
____ a.m./ 0 p.m.

John Wall Pres.
Amigo Prop, Inc.

Approved by Joplin Board of REALTORS legal counsel for use by its members. (Oct., 1998)