STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

Recorder's Cover Sheet

Return Address:
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Grantors: 32nd Street Place Community Improvement District

Grantees: Woodsonia Joplin, LLC,
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Woodsonia Joplin Apartments, LLC
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Legal Description: See Exhibits A, B, and C

Document or instrument number if applicable:

EXHIBIT "B"

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

THIS STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on _____, 2023, by and among Woodsonia Joplin, LLC, a Nebraska limited liability company, and Woodsonia Joplin Apartments, LLC, a Nebraska limited liability company, and each having a mailing address of: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022 (collectively "**Woodsonia**"), 32nd Street Place Community Improvement District, a Missouri political subdivision (the "**CID**"), and having a mailing address of: 4510 Belleview Avenue, Suite 300, Kansas City, MO 64111, and the City of Joplin, Missouri, a constitutional charter city and a Missouri political subdivision, and having a mailing address of: 602 S. Main Street, Joplin, MO 64801 (the "**City**"). Woodsonia, the CID, and the City are sometimes referred to herein each as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Woodsonia Joplin, LLC is the owner of Tract #1 and Woodsonia Joplin Apartments, LLC, is the owner of Tract #2, each tract a certain parcel of land located in the City of Joplin, County of Newton, State of Missouri, and legally described on **Exhibit A** attached hereto (the "**Woodsonia Property**");

WHEREAS, CID is the owner of that certain parcel of land located in the City of Joplin, County of Newton, State of Missouri, and legally described on **Exhibit B** attached hereto (the "**CID Property**"), upon which will be constructed a stormwater retention/detention pond as shown on **Exhibit C**. The Woodsonia Property and the CID Property are sometimes referred to herein collectively as the "**Property**"; and

WHEREAS, it is the desire of the Parties to establish for the benefit of Woodsonia and all subsequent owners of the Woodsonia Property, and their respective successors and assigns, a stormwater retention/detention easement over and upon the CID Property in accordance with the terms and provisions set forth below.

NOW, THEREFORE, the Parties, for and in consideration of their respective undertakings, hereby covenant and agree as follows**:**

ARTICLE ONE
EASEMENT

1.01 Recitals. The Parties hereby affirm the above Recitals, which are hereby incorporated into this Agreement by reference.

1.02 Grant of Easement Rights. Subject to all matters of record and the terms set forth in this Agreement, the CID hereby grants to Woodsonia and the City (to the extent necessary under Section 2.03 below) a non-exclusive, perpetual easement for the purpose of discharging surface water runoff from the Woodsonia Property through a stormwater retention/detention pond, underground stormwater pipes, and other related appurtenances (collectively, the "**Stormwater Retention/Detention Facilities**") to be located on the CID Property as described on **Exhibit B** and shown on **Exhibit C**, which Stormwater Retention/Detention Facilities shall be sufficient to serve the Woodsonia Property, together with reasonable rights of ingress and egress over and across the CID Property for purposes of enacting the foregoing easement rights. The cost for the CID to acquire the CID Property and for Woodsonia to construct the

Stormwater Retention/Detention Facilities (pursuant to Section 2.01 below) is being funded by CID sales tax revenue bonds (the "**2021 Bonds**") issued by the Industrial Development Authority of the City of Joplin, Missouri.

ARTICLE TWO
MAINTENANCE OF STORMWATER RETENTION/DETENTION POND

2.01. Construction and Maintenance. Woodsonia shall be responsible for the construction and maintenance of the Stormwater Retention/Detention Facilities in accordance with all applicable laws and ordinances as may be in effect from time to time. Upon the closing of the SWPP permits associated with the construction of the Stormwater Retention/Detention Facilities, Woodsonia, at its own cost, shall be responsible for maintaining (and replacing as necessary) the Stormwater Retention/Detention Facilities in good working order, condition and repair. As consideration for the planned future conveyance of the CID Property to Woodsonia (or the then owner of the Woodsonia Property) upon payment in full of the 2021 Bonds, as contemplated in that certain Amended and Restated Cooperative Agreement dated as of August 16, 2023, as amended by that certain First Amendment to Amended and Restated Cooperative Agreement dated as of _____, 2023 (collectively, the "**Cooperative Agreement**"), among the CID, Woodsonia, and the City, the CID shall have no responsibility for maintaining the Stormwater Retention/Detention Facilities under this Agreement. As part of its maintenance responsibilities, Woodsonia may, in its sole discretion and cost, expand the size of the stormwater retention/detention ponds in order to accommodate the future development needs of the Woodsonia Property, including the right to expand the stormwater retention/detention pond onto the Woodsonia Property.

2.01.01. Maintenance Standards. Maintenance will be done in compliance with all applicable laws and City ordinances and in accordance with the practices prevailing in the operation of similar first-class multifamily and commercial centers in the Joplin, Missouri area, including, but not limited to, mowing the grass areas, maintaining the grades, maintaining and keeping free from silt and vegetation the Stormwater Retention/Detention Facilities.

2.02. Maintenance Cost Reimbursement. Reimbursement for the costs of Woodsonia to maintain the Stormwater Retention/Detention Facilities as outlined in Section 2.01 above ("**Maintenance Costs**") will be in accordance with Section 3.5 of the Cooperative Agreement and payable with CID revenues generated in CID Revenue Area B (as defined in the Cooperative Agreement), subject to annual appropriation and to the availability of otherwise unencumbered CID revenues generated in CID Revenue Area B as necessary to fund CID Project Costs and Operating Costs (as such terms are defined in the Cooperative Agreement).

2.03 City Maintenance Obligation. If Woodsonia fails to perform its maintenance obligations under this Agreement, whether or not any of the other Parties pursue an enforcement action against Woodsonia, the City may, at its option, in addition to all other remedies at law and without liability to any of the Parties, perform work necessary to maintain the Stormwater Retention/Detention Facilities in good working order, condition and repair in accordance with City code requirements and all other applicable laws. Before exercising its option, the City shall provide at least 10 days' written notice to Woodsonia and the CID and Woodsonia shall have 15 days thereafter (or such longer period as may be reasonably necessary to cure the failure, provided that Woodsonia is diligently working to cure the failure) to cure any failure on the part of Woodsonia to perform its maintenance obligations under this Agreement. If Woodsonia fails to cure its failure to maintain within such 15-day period (or such longer period as may be reasonably necessary to cure the failure, provided that Woodsonia is diligently working to cure the failure), the City may then perform maintenance work as provided in this Agreement. In the event of an emergency, however, the City may perform maintenance work necessary to repair or otherwise resolve the emergency without prior notice to Woodsonia or the CID. The City may seek reimbursement for Maintenance Costs incurred by the City either (a) as provided in Section 2.02 above, or (b) notwithstanding anything in this Agreement or the

Cooperative Agreement to the contrary, from the CID after the 2021 Bonds are paid in full, provided that the CID then has sufficient and otherwise available CID sales tax revenue funds after the CID has paid for ongoing CID administrative costs and eligible developer project costs. In the event the City incurs Maintenance Costs, the CID and its Board of Directors agree that no actions shall be taken to terminate, prior to the scheduled termination of the CID or the CID sales tax, the CID or the CID sales tax until the City has been fully reimbursed for all Maintenance Costs it has incurred.

ARTICLE THREE
INSURANCE

3.01. Insurance. At all times, Woodsonia shall maintain in full force and effect and require its contractor(s) to obtain and thereafter maintain at least the minimum insurance coverage set forth below:

3.01.01. Workers' compensation and employer's liability insurance in accordance with the following:

i. Worker's compensation insurance as required by all applicable laws; and

ii. Employer's liability insurance in the amount of $250,000 each accident for bodily injury, $500,000 policy limit for bodily injury by disease and $250,000 for each employee for bodily injury by disease.

3.01.02. Commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability:

i. $1,000,000 each occurrence (for bodily injury and property damage);

ii. $1,000,000 for personal injury liability;

iii. $2,000,000 aggregate for products and completed operations coverage (which shall be maintained for a two (2)-year period following final completion of the construction work described in this Agreement); and

iv. $2,000,000 general aggregate applying separately to this project.

3.01.03. Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles with limits of liability which shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage combined.

ARTICLE FOUR
MISCELLANEOUS

4.01 Covenants Running with the Land. All of the provisions of this Agreement are intended to be, and shall be construed as, covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties and all subsequent owners of the Woodsonia Property and the CID Property, and their respective lessees, transferees, successors and assigns.

4.02 No Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Woodsonia Property to the general public.

4.03 No Joint Venture. Nothing contained in this Agreement shall be construed to make the Parties, or their successors and assigns, partners or joining ventures or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

4.04 Waiver. No delay or omission by any of the Parties, or their successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties, or their successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by any other Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.

4.05 Headings. The section and any subsection headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

4.06 Severability. If any provisions or portions thereof of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

4.07 Amendments to be in Writing. No amendment shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such amendment is in writing, signed by the Party or Parties to be bound, and recorded in the Recorder's Office of Newton County, Missouri.

4.08 Estoppel Certificates. Upon request of any Party, the other Parties shall execute and deliver, from time to time, a certificate confirming, if such then be the fact, that this Agreement then continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying Party knows of no existing defaults by the requesting Party, or if such default is known, specifying the same.

4.09 Notices. Any notice shall be in writing and sent by electronic delivery, US Mail, certified mail, return receipt requested, or by a national overnight courier providing evidence of delivery for next business day delivery (such as FedEx or UPS) to the following addresses:

If to Woodsonia:
Woodsonia Joplin, LLC
Woodsonia Joplin Apartments, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
Phone: (402) 669-1163
Email: drew@woodsonia.net

With a copy to:
Natalie Wordekemper
General Counsel
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
Phone: (402) 650-2764
Email: natalie@woodsonia.net

If to CID:
32nd Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

Phone: (417) 659-7560
Email: gil_stevens@yahoo.com

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian Engel
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111
Phone: (816) 753-9200
Email: bengel@rousepc.com

If to City:

Nick Edwards
City Manager
City Hall
602 S. Main St.
Joplin, MO 64801
Phone: (417) 624-0820, ext. 205
Email: NEdwards@joplinmo.org

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 S. Main St.
Joplin, MO 64801
Phone: (417) 624-0820, ext. 225
Email: PEdwards@Joplinmo.org

4.10 No Conflicting Agreements. Each Party represents and warrants that, as of the date of this Agreement, it has full authority to enter into this Agreement, and that this Agreement does not violate any other contract or commitment of such Party to any other entity.

4.11 Authority. Each person executing this Agreement represents and warrants that he or she is fully authorized to execute and deliver this Agreement as a binding obligation of the Party for whom he or she is executing this Agreement.

4.12 Indemnification. Woodsonia hereby agrees to protect, indemnify and hold harmless the CID from all costs, claims, liens, or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto (including, without limitation, damage to property or death or injury to any person), including reasonable attorney's fees and costs of suit, arising out of or resulting from the performance or non-performance of Woodsonia's maintenance obligations under this Agreement by Woodsonia or its agents, employees, contractors, or licensees; provided, however, the foregoing obligation shall not apply to costs, claims or demands resulting from the gross negligence or the intentional act or omission of the CID or its agents, employees, contractors, or licensees.

[Signatures on Following Pages]

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 1 of 4]

WOODSONIA JOPLIN, LLC,
a Nebraska limited liability company

By: _____
Name: Drew Snyder
Title: Manager

State of Nebraska)
)ss.
County of Douglas)

This record was acknowledged before me on _____, 2023, by Drew Snyder, as Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 2 of 4]

WOODSONIA JOPLIN APARTMENTS, LLC,
a Nebraska limited liability company

By: MARCH 13, 2013, LLC, a Nebraska limited liability company, its Manager

By: _____
Name: Drew Snyder
Title: Manager

State of Nebraska)
)ss.
County of Douglas)

This record was acknowledged before me on _____, 2023, by Drew Snyder, as Manager of March 13, 2013, LLC, a Nebraska limited liability company, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 3 of 4]

32ND STREET PLACE COMMUNITY
IMPROVEMENT DISTRICT,
a Missouri political subdivision

By: _____
Name: Giltner B. Stevens
Title: Chairman

State of Missouri)
)ss.
County of Jasper)

This record was acknowledged before me on October _____, 2023, by Giltner B. Stevens, as Chairman of 32nd Street Place Community Improvement District, Missouri political subdivision, on behalf of said Community Improvement District.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 4 of 4]

CITY OF JOPLIN, MISSOURI,
a constitutional charter city and Missouri
political subdivision

By: _____
Name: Nick Edwards
Title: City Manager

ATTEST:

_____
Barbara Gollhofer, City Clerk

State of Missouri)
)ss.
County of Jasper)

This record was acknowledged before me on _____, 2023, by Nick Edwards, as City Manager of the City of Joplin, Missouri, a constitutional charter city and Missouri political subdivision, on behalf of said City.

_____
_____, Notary Public

EXHIBIT A

Woodsonia Property

Tract 1 – Proposed Movie Theater Property (TIF Project Area 4)

ALL OF LOT NUMBERED ONE (1) IN THE E 32ND PLACE FIRST PLAT, A SUBDIVISION OF LAND IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 2 – Multifamily Project Property (TIF Project Area 3)

ALL OF LOT NUMBERED TWO (2) IN THE E 32ND PLACE FIRST PLAT, A SUBDIVISION OF LAND IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

CID Property

TRACT C

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 831.40 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1435.74 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 612.23 FEET; THENCE NORTH 88°25'49" WEST, A DISTANCE OF 652.76 FEET; THENCE NORTH 01°34'12" EAST, A DISTANCE OF 514.77 FEET TO THE **POINT OF BEGINNING**. CONTAINING 178,248.94 SQ. FEET (4.09 ACRES).

EXHIBIT C

Stormwater Retention/Detention Easement