COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

WOODSONIA JOPLIN, LLC

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of December, 2020, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and WOODSONIA JOPLIN, 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 June 30, 2020, the Petition for the Creation of the 32ND Street Place Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on July 20, 2020, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113, 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 December 7, 2020, the City Council adopted Ordinance No. 2020-193, pursuant to which the City approved the addition of the Annexed Property as legally described on the attached **Exhibit F** to the District Area; and

WHEREAS, on December _____, 2020, the City Council adopted Ordinance No. 2020-____, which approved the 32ND Street Place Tax Increment Financing Plan and Projects ("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, 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 the 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 no portion of the CID Sales Tax generated in CID Revenue Area A will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement; 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 anchored by a proposed Menards store; and

WHEREAS, the Parties agree and acknowledge that a portion of the CID Project runs through the proposed site the Menards store, which site is not intended to be within the CID District Area once the CID Project is completed; and

WHEREAS, the Parties agree and acknowledge that in order to complete the CID Project, a portion of the Menards store site will be annexed and then deannexed by the District and City as permitted by the CID Act; and

WHEREAS, in order to terminate all private access easements rights associated with the existing Hammons Boulevard, the District will acquire the Public Improvements Property and the City will acquire the Escrowed Hammons Boulevard Property, which, upon acquisition by the District and the City, will terminate all private access easement rights and provide all benefitting properties access to a public right-of-way; 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:

"Access Easements" means the existing easements granting to certain property owners along Hammons Boulevard access to Hammons Boulevard.

"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** added to the District Area in accordance with the CID Act to facilitate the Public Improvements. The Annexed Property shall be included within the definition of District Area, provided, however, that any portion of the Annexed Property that is included within of the definition of Property to be Deannexed and is removed from the District Area as provided in this Agreement shall be automatically removed from the District Area and **Exhibit A** shall be automatically amended upon the removal of the Property to be Deannexed.

"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.

"BKD Relocation" means the renovation, reconstruction, and rehabilitation of the vacant office building located at 3129 Hammons Boulevard within the District Area to facilitate the relocation of the BKD accounting from its current office location at 3230 Hammons Boulevard. At the time that the Developer commences the CID Project, the Developer will be the owner of the building at 3129 Hammons Boulevard and this Agreement shall satisfy the private property owner contract requirement in Section 67.1461.2(1), RSMo.

"Board of Directors" means the governing body of the District.

"Carved-Out Tract" means that tract intentionally carved out from the District at its formation and is the location of the lot identified for the proposed Menards store. Subject to the requirements of the CID Act, it is anticipated that the Carved-Out Tract will be adjusted to accommodate potential site plan changes for the proposed Menards store and any such adjustments are further anticipated to be included within the definition of the Property to be Deannexed.

"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 Public Improvements Property, the construction and maintenance of the Public Improvements, as applicable, the BKD Relocation, 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 Public Improvements 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 32ND Street Place 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 Revenue Area A" means that portion of the District Area as shown in the attached **Exhibit I**. The District will pledge CID Sales Tax Revenue generated within CID Revenue Area A to pay debt service on the Obligations, except the amount set aside to pay Operating Costs as provided in **Section 3.3**. The Parties acknowledge that CID Revenue Area A is **not** within any Redevelopment Project Area under the TIF Plan and, therefore, that CID Sales Tax Revenue generated within CID Revenue Area A is not subject to capture as an economic activity tax under the TIF Plan.

"CID Revenue Area A Subaccount" means the account managed by the District into which the District, through its accountant, shall deposit CID Sales Tax Revenue generated in CID Revenue Area A and from which CID Sales Tax Revenue will be transferred to the Trustee for payment of debt service on the Obligations as provided in this Agreement and the Financing Documents.

"CID Revenue Area B" means that portion of the District Area as shown in the attached **Exhibit I**. CID Sales Tax Revenue generated within CID Revenue Area B will **not** be pledged to pay debt service on the Obligations and instead will be available to pay CID Reimbursable Project Costs and, to the extent that the amount set aside to pay Operating Costs in **Section 3.3** is insufficient, Operating Costs, as provided in this Agreement. The Parties acknowledge that the proposed Menards store property is not in the District Area and, therefore, that no CID Sales Tax Revenue will be generated from the Menards store property once the Menards store (or any other retail business on that property) is open for business.

"CID Revenue Area B Subaccount" means the account managed by the District into which the District, through its accountant, shall deposit CID Sales Tax Revenue generated in CID Revenue Area B for payment of CID Reimbursable Project Costs as provided in 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 Development and Construction Management Services and License Agreement to be entered into between the District and the Developer in substantially the form attached hereto as **Exhibit J** pursuant to which the Developer will construct the CID Project.

"Developer Reimbursement Agreement" means the Developer Reimbursement Agreement dated as of August 13, 2020, pursuant to which the District agreed to reimburse the Developer for certain costs advanced by the Developer related to the formation and operation of the District.

"Detention Area Improvements" means the three (3) regional stormwater detention basins to be located on Tracts A, B, and C as shown on **Exhibit H**; provided, however, that only the construction of the Detention Area Improvements to be located on Tract A and Tract B shall be part of the CID Project. The Detention Area Improvements to be located on Tract C are future improvements pending development of the property adjacent to Tract C and are not to be constructed as part of the CID Project.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**, which includes the Annexed Property. The District Area and **Exhibit A** will be automatically amended upon the removal of the Property to be Deannexed as provided in this Agreement.

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

"Escrow Deed" means the special warranty deed to be executed by the City upon its acquisition of the Escrowed Hammons Boulevard Property and placed in escrow with First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. At such time, as the Hammons Boulevard Improvements are complete as provided in this Agreement, the Escrow Deed shall be recorded in the Office of the Recorder of Deeds for Newton County, Missouri, conveying the Escrowed Hammons Boulevard Property to Menard.

"Escrowed Hammons Boulevard" means that portion of the existing Hammons Boulevard to be demolished and replaced with the improved and re-aligned Hammons Boulevard, which consists of that portion of the existing Hammons Boulevard located from the north line of Tract B to 32nd Street as shown on **Exhibit H**.

"Escrowed Hammons Boulevard Property" means the property upon which the Escrowed Hammons Boulevard is situated and which will be conveyed by the Developer to the City and by the City to Menard as provided in this Agreement.

"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 the Financing Agreement dated as of *[December 1, 2020]* between the IDA and the District.

"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.

"Hammons Boulevard Improvements" means the construction and re-alignment of Hammons Boulevard and related improvements within the District Area as part of the CID Project. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements will be dedicated to the City in accordance with this Agreement.

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

"MoDOT" means the Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission, as applicable.

"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.

"Property to be Deannexed" means the property legally described and shown on the map attached as **Exhibit G** to be removed from the District Area in accordance with the CID Act.

"Public Improvements" means: (a) the Hammons Boulevard Improvements; (b) the Detention Area Improvements; (b) the Traffic Signal Improvements; (c) the Detention Area Improvements; (d) utility relocations, medians, turn lanes, or other improvements within the District Area and the public right-of-way as may be required by the City or MoDOT in connection with the Public Improvements; and (e) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached **Exhibit H** and to be acquired by the District pursuant to the Purchase and Sale Agreement; provided, however, that the Escrowed Hammons Boulevard Property, which will be conveyed by the Developer to the City in order to extinguish the existing Access Easements and for vacation by the City, shall not be part of the Public Improvements Property and that the location of the new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard is within existing MoDOT right-of-way and will not be acquired by the District.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement between the Developer and the District pursuant to which the Developer shall sell and the District shall purchase the land for the Public Improvements. The District's sole source of funds to acquire the Public Improvements will be proceeds from the issuance of Obligations.

"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 32ND Street Place Tax Increment Financing Plan and Projects approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Traffic Signal Improvements" means the installation of a new traffic signal and related improvements at the intersection of 32nd Street and the re-aligned Hammons Boulevard, provided that all such improvements will be within the District Area and south of the midline of 32nd Street.

"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 adopted Resolution No. 2020-03 dated August 13, 2020, which, subject to qualified voter approval, imposed the CID Sales Tax. The Newton County Clerk issued certified election results dated September 23, 2020, evidencing qualified voter approval of the CID Sales Tax. The CID Sales Tax is expected to become effective on January 1, 2021. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue for the account of the District. 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 under the Developer Reimbursement Agreement. 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 the Developer Reimbursement Agreement or 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, the CID Revenue Area A Subaccount, and the CID Revenue Area B Subaccount 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, the CID Revenue Area A Subaccount, and the CID Revenue Area B Subaccount 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, the CID Revenue Area A Subaccount, and the CID Revenue Area B Subaccount shall continue to be used solely in accordance with this Agreement and the Financing Documents. Any funds in the CID Revenue Area B Subaccount that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other District funds.

Each month that any Obligations are outstanding, the District, through its accountant, shall:

1. segregate CID Sales Tax Revenue generated in CID Revenue Area A and deposit such funds in the CID Revenue Area A Subaccount for disbursement as provided in this Agreement and the Financing Documents; and

2. segregate CID Sales Tax Revenue generated in CID Revenue Area B and deposit such funds in the CID Revenue Area B Subaccount for disbursement as provided in this Agreement.

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, the state sales tax identification number of the new business (if then available or later at such time it is available), and whether the new business is to be located within CID Revenue Area A or CID Revenue Area B.

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 or the CID Revenue Area B Subaccount.

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 in CID Revenue Area A and deposited each month into the CID Revenue Area A Subaccount, 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. With respect to CID Sales Tax Revenue generated in CID Revenue Area B, and with respect to CID Sales Tax Revenue generated in CID Revenue Area A 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. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue generated in CID Revenue Area B and received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes, transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

2. 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.

3. 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 Reserved.

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

Subject to limitations of the CID Act, upon (A) thirty (30) years from the date that the CID Sales Tax becomes effective, 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 for repeal of the CID Sales Tax and abolishment of the District. 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

A. The Developer owns or shall acquire the Public Improvements Property and the Escrowed Hammons Boulevard Property. The Developer shall sell the Public Improvements Property to the District and the District shall purchase the Public Improvements Property from

the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's sole source of funds to acquire the Public Improvements 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 Public Improvements Property.

B. The Parties acknowledge that the Developer will convey the Escrowed Hammons Boulevard Property to the City and that the Escrowed Hammons Boulevard will be demolished and replaced with a new and re-aligned section of Hammons Boulevard as shown on **Exhibit H**; provided, however, that the City is not accepting the Escrowed Hammons Boulevard Property as City right-of-way. Upon acquiring title to the Escrowed Hammons Boulevard Property, the City will execute and deliver the Escrow Deed to be held in escrow by First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. If required by the title company, the City agrees to enter into an escrow agreement with the title company in a form mutually acceptable to the parties thereto pursuant to which the Escrow Deed shall be held in escrow consistent with the terms of this Agreement. Upon completion of the new Hammons Boulevard as provided in this Agreement, the City shall cause the Escrow Deed to be recorded, which result in the Escrowed Hammons Boulevard Property being conveyed to Menard, Inc. (or Affiliate) ("Menard"). If City fails to cause the recording of the Escrow Deed within 30 days of substantial completion, subject to various punchlist items City may have, of the new and realigned section of Hammons Boulevard as contemplated in this Agreement, Menard may bring an action to compel the City to cause the Escrow Deed to be recorded and the costs incurred by Menard in undertaking such action shall be paid by City.

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 District's primary role is to acquire the Public Improvements Property and to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District shall have no obligation to design and construct the CID Project. 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 Public Improvements by the date(s) set forth in a separate side agreement concerning, among other things, Menard's self-help rights, then, under the terms of such separate side agreement, City and Menard shall have the right to send a notice to Developer of such default and the requirement to cure the default within 30 days, or if it is not practical to cure such default within 30 days, such time period granted by the non-defaulting party. Any notice sent by City shall also be sent to Menard's in **Section 7.2**. If Developer fails to cure such default, then:

1. Menard or designated Affiliate, shall have the option to complete the Public Improvements, or such portion of the Public Improvements that remain uncompleted in accordance with this Agreement; provided that the

Developer's rights and obligations are assigned to, and assumed by, Menard, or designated Affiliate of Menard, Inc. as provided in **Section 7.11** of this Agreement. If Menard, or designated Affiliate of Menard, chooses to exercise such option, Menard, Inc. shall be reimbursed for its costs incurred in completing such Public Improvements as if it were the Developer as outlined in **Section 4.4** below. If Menard, or designated Affiliate of Menard, fails to complete the Public Improvements or opts not to complete the Public Improvements, then

2. the City agrees to assume responsibility to complete the Public Improvements 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. Should the City assume responsibility due to a failure of Menard to complete such work after Menard has previously exercised its option above, City shall give Menard prior written notice and opportunity to cure its failure to complete the Public Improvements.

C. 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 public improvements as part 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 Public Improvements Property. Pursuant to the Financing Documents, the City and Developer will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred. Upon the issuance of the Obligations, the District may pledge the CID Sales Tax Revenue generated in CID Revenue Area A to the payment of debt service on the Obligations, in accordance with the Financing Documents, provided the amounts held for the CID Operating Account may be excluded from such pledge. Notwithstanding anything contained herein to the contrary, the Developer may, without prior District or City approval, transfer amounts among each line item category in **Exhibit E-2** so long as the Developer does not (a) exceed the aggregate of the total CID Bond Project Costs, (b) transfer to line items that are not approved for the District's funds, (c) transfer amounts to the Project Management/Development Fee line item that results in an increase of more than ten percent (10%), or (d) result in any additional fees or payments directly to the Developer.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue generated in CID Revenue Area A 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.

D. 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 generated in CID Revenue Area A for application to the payment of Obligations in accordance with this Agreement.

E. Notwithstanding any other provision in this this Agreement, to the extent that any improvements related to the Public Improvements are located outside the boundaries of the District, as such improvements may be required by the City or MoDOT (and specifically including, but not limited to, north of the midline of 32nd Street at the intersection of 32nd Street and the realigned Hammons Boulevard and at the intersection of 36th Street and Range Line Road), the Developer shall be responsible for paying for and performing such improvements as provided in the TIF Contract and pursuant to the terms and conditions of a separate cooperative agreement among the District, the City, and MoDOT; provided, however, the District and the Developer must first present to the City and MoDOT plans and specifications and a detailed construction budget for such improvements for prior approval by the City and MoDOT.

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

A. 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.

1. 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.

2. 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 Newton County, Missouri.

A. Whether or not the Obligations are issued, so long as there is CID Sales Tax Revenue available that is not pledged to the Trustee and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue Area B Subaccount in accordance with this Agreement shall be approved and the City and the District shall sign and deliver the Reimbursement Certificate to the Developer within three (3) days of its approval. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval or the City Council if the City withholds its approval shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

B. CID Reimbursable Project Costs incurred by the Developer in CID Revenue Area B and approved for reimbursement under this Agreement shall accrue interest at the prime rate as reported by the *Wall Street Journal*, plus two percent (2%) per annum, adjusted on the first day of each calendar quarter, calculated from the date of approval by the City, until reimbursed pursuant to this Agreement. The interest rate allowed pursuant to this paragraph shall not **exceed ten percent (10%) per annum**. The maximum amount of interest paid to the Developer under this subsection shall not exceed the amount allocated to Financing Costs in **Exhibit E-1**.

Section 4.5. Ownership and Maintenance of CID Project; Access Easements.

Subject to this Agreement and the Purchase and Sale Agreement, the District will acquire title to the Public Improvements Property within the District Area.

A. During construction of the CID Project, the District will own title to the Public Improvements Property as follows:

1. Hammons Boulevard Improvements. Hammons Boulevard as it currently exists is a private road and is subject to the Access Easements. As shown on **Exhibit H**, a portion of the existing Hammons Boulevard will be replaced and a portion of the existing Hammons Boulevard will be improved and will connect with the new section of Hammons Boulevard intersecting with 32nd Street. As part of the Public Improvements Property, the District will own (i) the existing Hammons Boulevard right-of-way from Range Line Road on the western boundary of the District to the northern boundary line of Tract B and (ii) the planned new section of Hammons Boulevard right-of-way intersecting at 32nd Street south to the connection with existing Hammons Boulevard.

    a. The Parties anticipate that the planned new section of Hammons Boulevard will be completed before the Escrowed Hammons Boulevard Property is conveyed by the City to Menard.

    b. The Parties agree that the existing Hammons Boulevard will be open for traffic, subject to temporary lane closures or other related traffic disruptions as necessitated by construction of the CID Project.

    c. The City shall be responsible for maintaining the existing Hammons Boulevard during construction of the Hammons Boulevard Improvements, said maintenance to be limited to snow removal, pothole patching, and similar work. The City shall have no obligation to make any capital or other significant improvements to the existing Hammons Boulevard.

    d. The Access Easements either currently provide or the Developer shall, prior to the Closing Date, cause the Access Easements to provide that the easements granted thereby will automatically terminate at such time as Hammons Boulevard is owned by the District and the City. The Parties intend that the Access Easements will automatically terminate on the Closing Date when the District acquires the Public Improvements Property and the City acquires the Escrowed Hammons Boulevard Property. Thereafter, Hammons Boulevard will remain accessible to the general public as a public road until the Escrowed Hammons Boulevard Property is conveyed by the City to Menard and the new section of Hammons Boulevard is open to the general public as a public road.

    e. The District shall not have any obligation with respect to the demolition of Hammons Boulevard within the Property to be Deannexed as shown in **Exhibit H**; provided, however, that the District may, to the extent that District funds are available for demolition, cause the demolition of that portion of the existing Hammons Boulevard located within Tract B.

    f. The City shall have no obligation to demolish or to fund the demolition of the Escrowed Hammons Boulevard.

2. Detention Area Improvements. As part of the Public Improvements Property, the District will own the sites for the Detention Area Improvements shown as Tracts A, B, and C on **Exhibit H**; provided, however, that only the Detention Area Improvements on Tract A and Tract B will be constructed as part of the CID Project and funded with the Obligations.

B. After the CID Project is complete as provided in this Agreement, the Public Improvements Property shall be owned and maintained as follows:

1. Hammons Boulevard Improvements.

   a. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements shall be dedicated to the City by plat or other means of transfer acceptable to the Parties. After the City has accepted dedication of the Hammons Boulevard Improvements or other transfer of such improvements, all rights, title and interest of the District in the Hammons Boulevard Improvements shall pass to the City and the City shall thereafter be responsible for the ownership and the maintenance of the Hammons Boulevard Improvements. The Developer will dedicate by plat or otherwise transfer improvements related to the Hammons Boulevard Improvements that are located along Range Line Road and outside of the District Area to MoDOT as provided in the TIF Contract.

   b. At such time as mutually agreed upon between the City and the Developer but in no event before the completion of the CID Project as provided in this Agreement and no later than 30 days after such completion, the City will cause the Escrow Deed to be recorded and conveying title to the Escrowed Hammons Boulevard Property as shown in **Exhibit H** to Menard (or Affiliate).

   c. The City shall block off the Escrowed Hammons Boulevard to traffic after the Hammons Boulevard Improvements have been dedicated to the City and until the Escrow Deed conveying the Escrowed Hammons Boulevard Property to Menard has been recorded.

2. Detention Area Improvements on Tract A and Tract B. Upon completion of the Detention Area Improvements on Tract A and Tract B, the District shall continue to own title to that portion of the Public Improvements Property upon which the Detention Area Improvements on Tract A and Tract B are constructed and the District shall be responsible for maintaining the Detention Area Improvements on Tract A and Tract B in accordance with City code requirements for so long as the District is in existence or unless Menards (or other property owner) agrees to sooner accept responsibility to maintain the Detention Area Improvements on Tract A and Tract B.

   a. The District shall continue to own title to the Detention Area Improvements for so long as the Obligations are outstanding and the District shall be responsible for maintenance of the Detention Area Improvements on Tract A and Tract B. The Parties acknowledge that the CID Sales Tax Revenue is the District's sole source of funding to maintain the Detention Area Improvements on Tract A and Tract B and that such maintenance costs will be an Operating Cost that must be appropriated for payment by the District each year in its annual budget.

b. As an alternative to the District maintaining the Detention Area Improvements on Tract A and Tract B as provided in subsection (a) above, the District may hire the City, the owner of the Carved-Out Tract, or other third party service provider to maintain the Detention Area Improvements on Tract A and Tract B pursuant to a separate, mutually acceptable maintenance agreement with the City, the then owner of the Carved-Out Tract, and/or other third party service provided. Notwithstanding the foregoing, the Parties anticipate that Menard (or other owner of the Carved-Out Tract), at its sole cost, will maintain Tract A and Tract B during the District's ownership of Tract A and Tract B pursuant to a mutually acceptable maintenance agreement, which may also include the terms and conditions of the conveyance of Tract A and Tract B from the District to Menard (or other owner of the Carved-Out Tract) when the Obligations are paid in full. The Parties anticipate that in consideration of Menard, Inc's (or other owner of the Carved-Out Tract) payment of maintenance costs while the Obligations are outstanding that the purchase price for the conveyance of Tract A and Tract B will be $1.00.

3. Detention Area Improvements on Tract C. The District will continue to own title to the property upon which the Detention Area Improvements on Tract C are planned as shown in **Exhibit H**. The District is not responsible for constructing improvements on Tract C; provided, however, to the extent that maintenance of the Tract C property, which is currently undeveloped, becomes necessary pending the development of a detention facility, the District may hire contractors for the maintenance of Tract C and such cost shall be an Operating Cost. At such time as development occurs on property adjacent to Tract C, the Parties agree to amend this Agreement to provide for the future ownership and maintenance of Tract C.

4. Traffic Signal Improvements. The District will dedicate or otherwise transfer the Traffic Signal Improvements to MoDOT. The Developer will dedicate or otherwise transfer improvements related to the Traffic Signal Improvements that are located north of the midline of 32nd Street and outside of the District Area to MoDOT as provided in the TIF Contract.

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.

Section 4.8. Addition of Property to and Removal of Property from District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District Area. At the time that the District was created, (a)(i) that portion of the existing Hammons Boulevard that crosses the Carved-Out Tract), (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract, and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road, and (b) a portion of Tract C, the location of one of the Detention Area Improvements, were located outside of the District Area. As shown on **Exhibit H**, the Escrowed Hammons Boulevard will be demolished and replaced by the new section of Hammons Boulevard and the remainder of the existing Hammons Boulevard will be improved and re-aligned as part of the CID Project. To facilitate the demolition, construction, and re-alignment of Hammons Boulevard as part of the CID Project and the construction of the Tract C Detention Area Improvement, the Annexed Property was added to the District Area as permitted by Section 67.1441.2 of the CID Act. It is further necessary that the Property to be Deannexed be removed from the District Area as permitted by Section 67.1441.1 of the CID Act. The City, the District and the Developer shall coordinate with each other and take all necessary actions to add property to and to remove property from the boundaries of the District from time-to-time as contemplated in this Agreement and as otherwise permitted by the CID Act. Any property owned by Menard or an Affiliate of Menard shall specifically require the consent of Menard to be annexed into or deannexed from the District Area, which consent may be withheld at Menard's sole discretion.

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 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 32ND Street Place 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:

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

With a copy to:

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

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:

Woodsonia Joplin, 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

With a copy to:

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

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

Any notice to Menard, Inc. shall be addressed to:

Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

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 Newton 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.

3. No consent will be required under this **Section 7.11.B**, for an assignment of the Developer's rights and obligations under this Agreement to Menard, Inc., or designated Affiliate of Menard, with respect to the completion of the Hammons Boulevard Improvements if the Developer fails to complete the Hammons Boulevard Improvements as provided in this Agreement.

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 Newton County, in Neosho, Missouri.

Section 7.13. MoDOT Agreement.

The Parties anticipate that MoDOT will require a separate cooperative agreement covering that part of the Public Improvements to be constructed on state right-of-way. The Parties agree to cooperate with each other and with MoDOT to negotiate and approve a cooperative agreement with MoDOT as may be necessary for the design and construction of the Public Improvements as required by MoDOT.

[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:

_____

Barbara Gollhofer, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of December, in the year 2020, 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 December

, 2020.

_____

Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of December in the year 2020 before me, a Notary Public in and for said state, personally appeared _____, of Woodsonia Joplin, 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 December, 2020.

_____

Notary Public

My Commission Expires:

CID:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of December, in the year 2020, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32ND Street Place Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32ND Street Place 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 December, 2020.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

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 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36°58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 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 THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH

83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S.

HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

PLUS THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE DISTRICT AREA:

Tract 1:

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 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS

OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

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 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 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 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

Tract 3:

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 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

Tract 4:

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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A

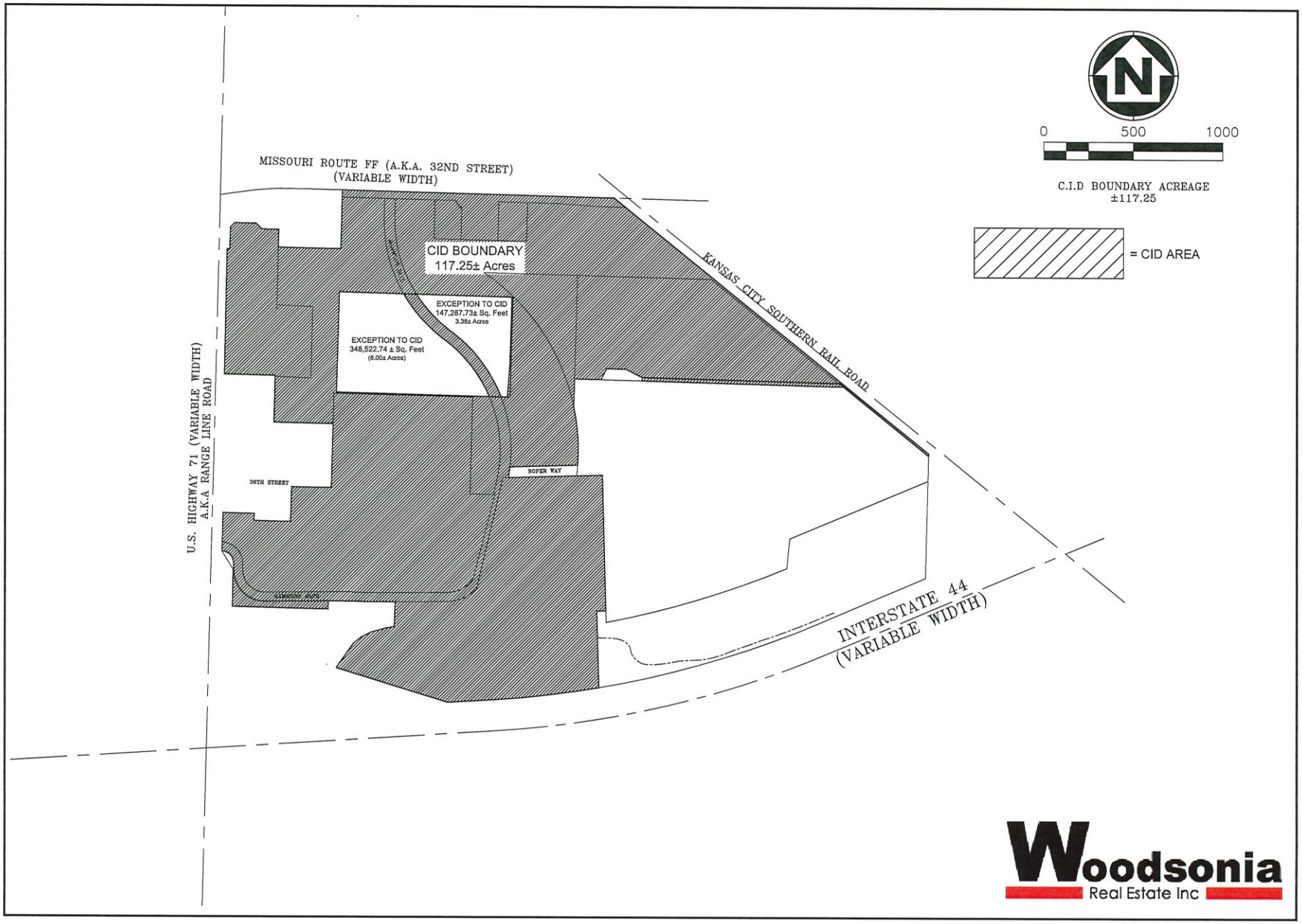
POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).
Tract 5:

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 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 117.25 ACRES, MORE OR LESS.

MAP OF DISTRICT AREA ON NEXT PAGE



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REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
		KRB		CHECK BY:	KRB
		KRB		LICENSE NO.	LC-62
				DATE:	2020-11-09
				FIELD BOOK:	
				JOB NUMBER	20JO10011

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WOODSONIA REAL ESTATE INC.
CID BOUNDARY
(AFTER ANNEXATION)
JOPLIN, NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32ND Street Place Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32ND Street Place 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 32ND Street Place *Community Improvement District, and Woodsonia Joplin, 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 Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32ND Street Place Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32ND Street Place 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 32ND Street Place *Community Improvement District, and Woodsonia Joplin, 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_____:

32ND STREET PLACE STREET COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

32ND Street Place 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 MUST 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: 32ND Street Place 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)

Exhibit D - 1

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	**Estimated Sales Tax Revenue (1.0%)**	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	**Expenditures**					
1	**Acquisition**	$ 4,693,500				
2	**Building Construction and Enhancements**	$ 1,065,000	$ 710,000			
3	**Movie Theater - including 15,000 Expansion Area**	$ -	$ 500,000			
4	**General Conditions**	$ 177,903	$ 44,476			
5	**Clearing, Mass Grading**	$ 823,213				
6	**Hammons Blvd Improvements (North Portion)**	$ 841,800				
7	**Hardscape, Parking, Landscape, Irrigation**	$ 1,968,893	$ 656,298			
8	**Power/Gas**	$ 103,500				
9	**General Landscape and Irrigation**	$ 129,375				
10	**Traffic Light on 32nd Street**	$ 201,250				
11	**Professional Services (Eng./Arch/Consult/Legal/PM/Other)**	$ 1,193,732	$ 511,599			
12	**Financing Costs (Interest Carry/Closing/Fees/Other)**	$ 1,879,950	$ 939,975	$ 313,325		
13	**Development Fee**	$ 218,018	$ 152,613	$ 65,405		
14	**Insurance**	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	**Legal**	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	**Accounting**	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	**Expenditure Total**	$ 13,321,633	$ 3,532,960	$ 396,730	$ 15,500	$ 13,000
C	**Net of Revenue/Expenditures**	($12,270,591)	($2,443,243)	$732,420	$1,130,587	$1,150,279

Note: 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

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

EXHIBIT E-2 - CID PROJECT BUDGET

	32nd Street Place, Joplin, MO CID Project Budget			Date:	11/17/2020
NO.	**Land Acquisition for Public Property**	**Acres**	**Sq. Ft.**	**Cost/PSF**	**Total Cost**
1	Existing Hammons Blvd	2.55	111,276	$ 6.50	$ 723,294
2	New Hammons Blvd.	2.95	128,443	$ 6.50	$ 834,878
3	Detention Tract A - to be owned by the CID	1.81	78,688	$ 6.00	$ 472,127
4	Detention Tract B - to be owned by the CID	2.14	93,424	$ 8.00	$ 747,392
5	Detention Tract C - to be owned by the CID	4.09	178,250	$ 4.34	$ 773,338
	TOTAL LAND COST	13.55	590,081	$ 6.02	$ 3,551,029
	PUBLIC IMPROVEMENT CONSTRUCTION COSTS				
NO.	**DESCRIPTION**	**QUANTITY**	**UNITS**	**UNIT PRICE**	**TOTAL COST**
1	GENERAL CONDITIONS & MOBILIZATION	1	LS	$175,000	$175,000
2	EROSION CONTROL	6	AC	$7,500	$45,000
3	SITE GRADING (Hammons only)	10,000	CY	$8	$80,000
4	DETENTION GRADING	14,000	CY	$10	$140,000
5	REPLACE TOPSOIL	8,000	CY	$25	$200,000
6	UNDERGRADING	2,000	CY	$70	$140,000
7	ROCK BREAKING	1,000	CY	$200	$200,000
8	TREE CLEARING	6	AC	$7,000	$40,950
9	ROAD DEMOLITION	12,500	SY	$8	$100,000
10	4 STATE BUILDING DEMOLITION	6,000	SF	$10	$60,000
11	SANITARY SEWER PIPING	2,235	LF	$120	$268,200
12	SANITARY STRUCTURES	10	EA	$6,000	$60,000
13	STORM SEWER PIPING	1,905	LF	$150	$285,750
14	STORM STRUCTURES (new)	18	EA	$5,000	$90,000
15	STORM STRUCTURES (remove and replace)	4	EA	$10,000	$40,000
16	DETENTION OUTLET STRUCTURES	2	EA	$20,000	$40,000
17	CULVERT REPLACEMENT	150	LF	$3,500	$525,000
18	STREET LIGHTING	32	EA	$10,000	$320,000
19	WATER LINE PIPING	1,530	LF	$105	$160,650
20	TRAFFIC SIGNAL	1	LS	$350,000	$350,000
21	ROADWAY ASPHALT (new)	7,500	SY	$100	$750,000
22	ROADWAY ASPHALT (remove and replace)	3,500	SY	$100	$350,000
23	ROADWAY ASPHALT (mill and overlay)	5,200	SY	$30	$156,000
24	CURB & GUTTER	5,200	LF	$20	$104,000
25	SIDEWALK	2,000	SY	$35	$70,000
26	STRIPING AND SIGNAGE	3,800	LF	$20	$76,000
27	LANDSCAPING	3,800	LF	$30	$114,000
28	TRAFFIC CONTROL	1	LUMP	$50,000	$50,000
29	COMMERICAL ENTRY REPLACEMENT	3	EA	$10,000	$30,000
30	MINE REMEDIAITON (in public area only)	8	EA	$15,000	$120,000
	SUBTOTAL				$5,140,550
	32nd STREET MoDOT Work within CID (SOUTH of CL)				
31	GENERAL CONDITIONS & MOBILIZATION	1	LS	$10,000	$10,000
32	EROSION CONTROL				$0
33	DEMOLITION	1	LS	$25,000	$25,000
34	32nd STREET WIDEING	200	CY	$100	$20,000
35	ROADWAY ASPHALT (widening)	400	SY	$100	$40,000
36	CURB & GUTTER	760	LF	$20	$15,200
37	SIDEWALK	400	SY	$35	$14,000
38	ASPHALT DRIVES				$0
39	CONCRETE DRIVES				$0
40	MEDIANS & ISLANDS	370	SY	$70	$25,900
41	TRAFFIC CONTROL	1	LS	$5,000	$5,000
42	STRIPING AND SIGNAGE	1,500	LF	$20	$30,000
	SUBTOTAL				$185,100
	TOTAL				$5,325,650
	CONTINGENCY	15	PERCENT	15%	$798,848
	TOTAL CID PUBLIC IMPROVEMENT CONSTRUCTION COSTS				$6,124,498
NO.	**PUBLIC IMPROVEMENT PROJECT SOFT COSTS**				
1	CID Legal				$ 105,000
2	Engineering				$ 410,000
3	Project Management / Development Fee				$ 420,000
4	Entitlement/Public Finance Consulting Fee				$ 390,000
5	Third Party Reports				$ 35,000
6	Closing and Title				$ 50,000
7	Performance Bond for Public Work	1.00%	PERCENT		$ 61,245
8	Contingency	10.00%	PERCENT		$ 147,124
	TOTAL PROJECT SOFT COSTS				$ 1,618,369
	TOTAL PUBLIC PROJECT COSTS				**$ 11,293,896**
NO.	**PRIVATE RECONSTRUCTION COSTS**				
1	Reconstruction, Building Improvements and Soft Costs related to 3129 Hammons Blvd.- Future BKD Remodel				**$ 1,750,000**
	TOTAL CID BOND ISSUANCE PROJECT BUDGET				**$ 13,043,896**

Notes:

(1) The above referenced Costs are estimates - Bond Proceeds deposited to the Project Fund shall be spent as allowed by the CID Statute and in accordance with Trust Indenture and Tax Compliance Agreement.

(2) Notwithstanding anything contained herein to the contrary, the Developer may, without prior District or City approval, transfer amounts among each line item category in Exhibit E-2 so long as the Developer does not (a) exceed the aggregate of the total CID Bond Project Costs, (b) transfer to line items that are not approved for the District's funds, (c) transfer amounts to the Construction Management or Project Administration line items that result in an increase to said line items of more than ten percent (10%), or (d) result in any additional fees or payments directly to the Developer.

EXHIBIT F

LEGAL DESCRIPTION AND MAP – ANNEXED PROPERTY

Tract 1:

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 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 71.23 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 42°24'50" EAST, A RADIUS OF 774.27 FEET FOR AN ARC DISTANCE OF 269.67 FEET; THENCE SOUTH 52°23'30" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID EAST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF SOUTH 36°44'33" EAST, A RADIUS OF 830.54 FEET, FOR AN AR DISTANCE OF 453.69 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 65.47 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, SAID POIUNT BEING ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID WEST RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 37°40'51" WEST, A RADIUS OF 770.54 FEET, FOR AN ARC DISTANCE OF 365.68 FEET; THENCE NORTH 52°23'30" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.39 TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 41°02'43" WEST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 330.42 FEET TO THE **POINT OF BEGINNING**. CONTAINING 45,314.80 SQ. FEET (1.04 ACRES).

Tract 2:

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 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51

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 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

Tract 3:

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 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

Tract 4:

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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

Tract 5:

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 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

MAP OF ANNEXED PROPERTY ON NEXT PAGE

Nov 04, 2020 – 10:43am Plotted By: kbold G:\Shared drives\KCTO – Land Development\Projects\2020\20KCTO030 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\CID ANNEXATION.DWG Layout: WOODSONIA CID ANNEXATION



Woodsonia Real Estate Inc

SHEET NUMBER
OF

WOODSONIA REAL ESTATE INC.
CID ANNEXATION
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
	ADDED EXCLUSION TRACT	KRB		CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-11-04
				FIELD BOOK:	
				JOB NUMBER	20JO10011

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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A• KANSAS CITY, MO 64145• PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

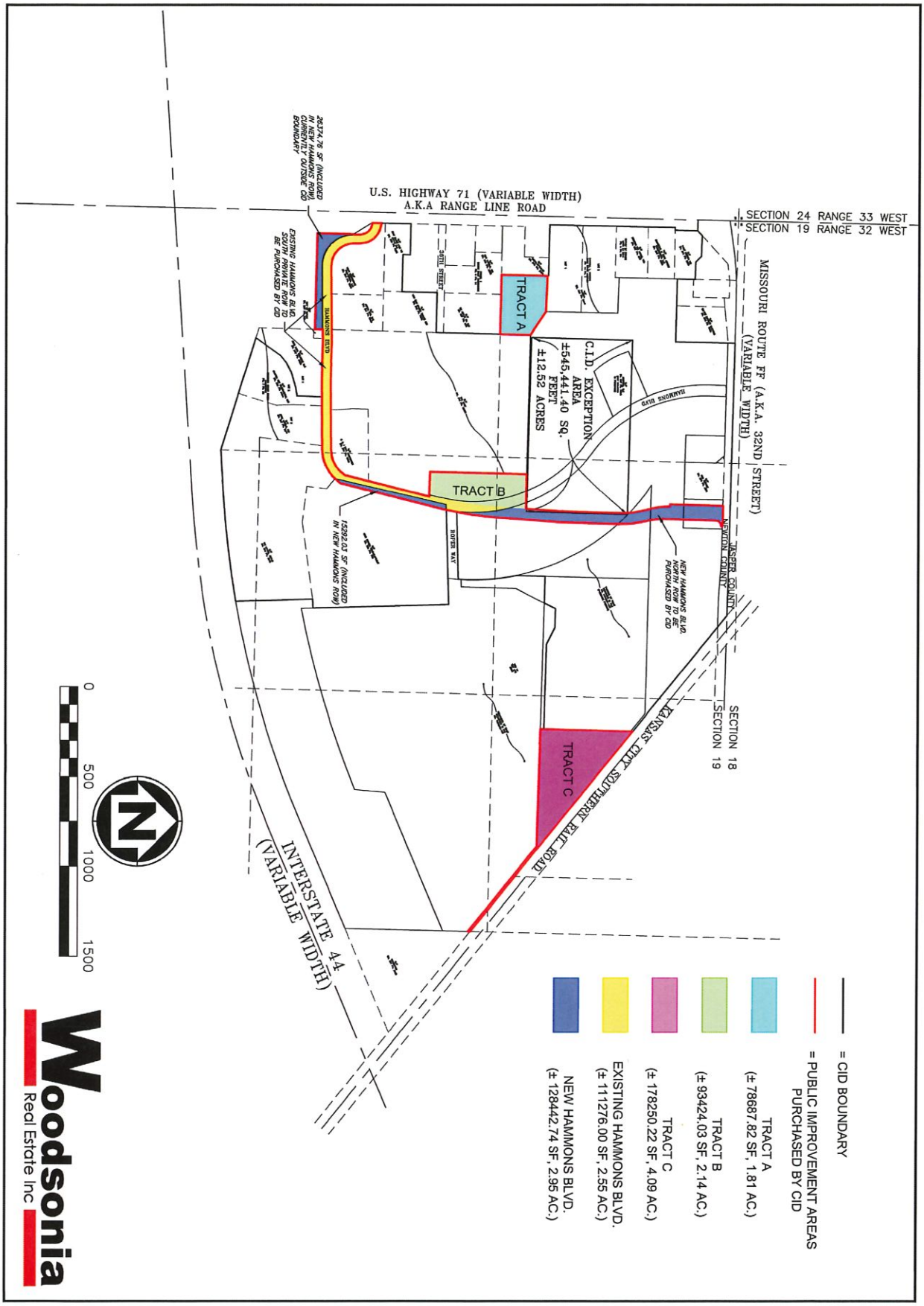
EXHIBIT G

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE DEANNEXED

MAP OF PROPERTY TO BE DEANNEXED ON NEXT PAGE

EXHIBIT H

LEGAL DESCRIPTION AND MAP – PUBLIC IMPROVEMENTS



Woodsonia Real Estate Inc

SHEET NUMBER
OF

PUBLIC IMPROVEMENT AREAS TO BE PURCHASED BY CID

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	
LICENSE NO.	
DATE:	11-16-2020
FIELD BOOK:	
JOB NUMBER	20JO10011

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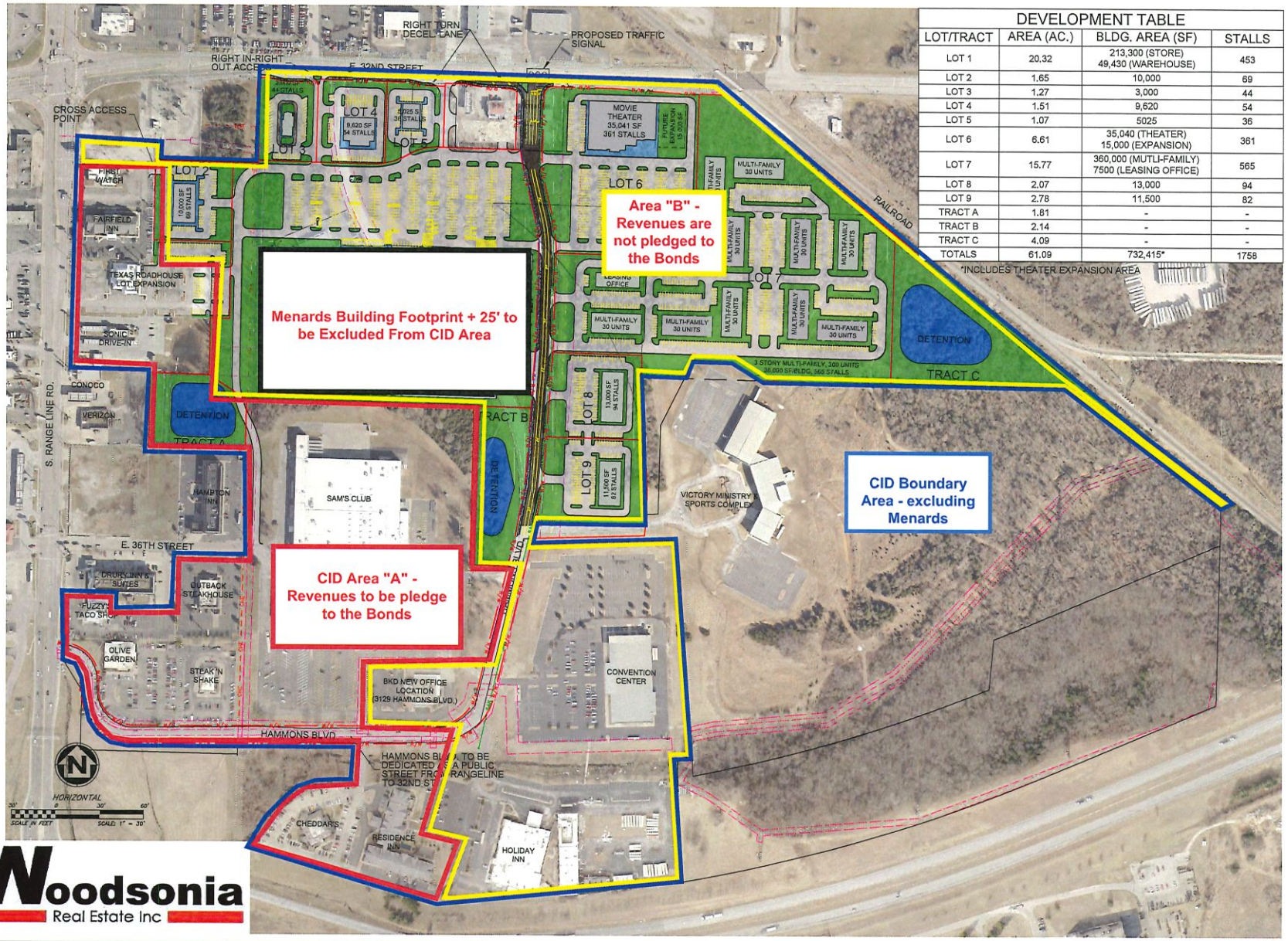
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT I

MAP OF CID REVENUE AREA A AND REVENUE AREA B



DEVELOPMENT TABLE			
LOT/TRACT	AREA (AC.)	BLDG. AREA (SF)	STALLS
LOT 1	20.32	213,300 (STORE) 49,430 (WAREHOUSE)	453
LOT 2	1.65	10,000	69
LOT 3	1.27	3,000	44
LOT 4	1.51	9,620	54
LOT 5	1.07	5025	36
LOT 6	6.61	35,040 (THEATER) 15,000 (EXPANSION)	361
LOT 7	15.77	360,000 (MUTLI-FAMILY) 7500 (LEASING OFFICE)	565
LOT 8	2.07	13,000	94
LOT 9	2.78	11,500	82
TRACT A	1.81	-	-
TRACT B	2.14	-	-
TRACT C	4.09	-	-
TOTALS	61.09	732,415*	1758

*INCLUDES THEATER EXPANSION AREA

Woodsonia Real Estate Inc

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EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 1411ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	TAF
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	
				FIELD BOOK:	
				JOB NUMBER	20J010011

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CONCEPTUAL SITE PLAN

CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER
EX. 1
1 OF 1

EXHIBIT J

FORM OF CONSTRUCTION MANAGEMENT AGREEMENT