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**COOPERATIVE AGREEMENT**

**among the**

**CITY OF LEE'S SUMMIT, MISSOURI,**

**the**

**I-470 AND 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT,**

**and**

**PARAGON STAR, LLC**

**dated as of**

**September \_\_\_\_, 2016**

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**COOPERATIVE AGREEMENT**

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## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** (“**Agreement**”), entered into as of this \_\_\_\_\_ day of August, 2016, by and among the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), the **I-470 AND 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (“**District**” or “**Summit Woods TDD**”), and **PARAGON STAR, LLC** (the “**Developer**”), a Missouri limited liability company (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this Agreement.)

### RECITALS

A. On March 10, 2016, the City Council enacted Ordinance No. 7833 approving the I-470 and View High Tax Increment Financing Plan (the “**Redevelopment Plan**”) for development of an area generally located at the northeast corner of View High Drive and I-470 and extending east along the north side of I-470 to NW Quarry Park Road.

B. Developer and City will enter into a contract (the “**Redevelopment Agreement**”), to implement the Redevelopment Plan with respect to the construction of three redevelopment projects (the “**Redevelopment Projects**”) described in the Redevelopment Plan.

C. The implementation of the Redevelopment Plan, Redevelopment Agreement, and Redevelopment Projects includes the formation of the I-470 and View High Community Improvement District (the “**CID**”) and the imposition of a CID sales tax to fund certain improvements within the boundaries of the CID (the “**CID Sales Tax**”).

D. The implementation of the Redevelopment Plan, Redevelopment Agreement, and Redevelopment Projects also includes the formation of the Southwest I-470 Transportation Development District (the “**Regional TDD**”), the boundaries of which are described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by reference, and the formation of which is currently pending in the Circuit Court of Jackson County, Missouri, in Case No. 1616-CV12311.

E. The boundary of the Regional TDD encompasses all the area in the Summit Woods TDD and the Summit Woods TDD is a “local transportation authority” within the meaning of Section 238.202.1(4) of the TDD Act.

F. The Parties desire to set forth through this Agreement their respective duties and obligations with respect to (i) the conditions upon which the Regional TDD will be formed and the Regional TDD Sales Tax will be imposed, (ii) the implementation of the new Regional TDD Sales Tax and the termination of the Summit Woods TDD Sales Tax, (iii) the payoff of existing Summit Woods TDD debt with Obligations issued by the Regional TDD, (iv) the design, construction and funding of new projects of the Regional TDD, and (v) the abolishment of the Summit Woods TDD.

## AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto 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.** Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Capitalized words and terms not defined in this Agreement shall have the meanings assigned in the Redevelopment Agreement. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Agreement**” means this Cooperative Agreement.

“**Board of Directors**” shall have the meaning set forth in **Section 2.1.B**.

“**CID**” means the I-470 and View High Community Improvement District, established by Ordinance No. 7762 approved by the City Council on December 3, 2015.

“**CID Act**” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“**CID Sales Tax**” means the sales tax levied by the CID on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the CID and approved by the qualified voters of the CID.

“**City**” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“**City Property**” means the property legally described in **Exhibit E** which is owned by the City.

“**City Council**” means the governing body of the City.

“**City Manager**” means the City Manager of the City, or his/her designee.

“**County**” means Jackson County, Missouri.

“**Developer**” means Paragon Star, LLC, a Missouri limited liability company, and its successors and assigns.

“**District**” or “**Summit Woods TDD**” means the I-470 and 350 Highway Transportation Development District, a transportation development district and political subdivision of the State of Missouri.

**“Documentation”** means written proof satisfactory to the Party to which the Documentation is being delivered, in its reasonable discretion, which demonstrates the ability to complete the identified obligation.

**“Event of Default”** means any event specified in **Section 5.1** of this Agreement.

**“Excusable Delays”** means delays due to acts of terrorism, acts of war or civil insurrection, 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 the Parties and not caused by the Parties’ failure to perform, or any other condition or circumstances (excluding not having sufficient funds or financing) beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which, in the reasonable judgment of the City, prevents such party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

**“Obligations”** means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the Regional TDD, the City or The Industrial Development Authority of the City of Lee’s Summit Missouri pursuant to the Redevelopment Plan, which pay for the Regional TDD Projects, in whole or in part, or to refund outstanding Obligations.

**“Redevelopment Agreement”** shall have the meaning set forth in the recitals above.

**“Redevelopment Plan”** shall have the meaning set forth in the recitals above.

**“Redevelopment Projects”** shall have the meaning set forth in the recitals above.

**“Regional TDD”** shall have the meaning set forth in the recitals above.

**“Regional TDD Bonds”** means Obligations to be issued by the Regional TDD in accordance with **Article 3** of this Agreement.

**“Regional TDD Petition”** means the petition filed by the City for formation of the Regional TDD in the Jackson County Circuit Court Case No. 1616-CV12311.

**“Regional TDD Projects”** means the Regional TDD Phase 1 Projects and the Regional TDD Phase 2 Projects.

**“Regional TDD Phase 1 Projects”** shall have the meaning set forth in **Exhibit C**.

**“Regional TDD Phase 2 Projects”** shall have the meaning set forth in **Exhibit C**.

**“Regional TDD Sales Tax”** means the sales tax levied by the Regional TDD on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the TDD Act in the maximum amount of one percent (1.0%), as established by resolution of the Regional TDD and approved by the qualified voters of the Regional TDD, in accordance with this Agreement.

**“Regional TDD Sales Tax Revenues”** means the monies actually collected, pursuant to the TDD Act, from the imposition of the Regional TDD Sales Tax.

“**Sports Complex**” means not less than ten (10) artificial turf multi-sport fields and the appurtenant facilities including, but not limited to, artificial turf, lighting, bleachers, irrigation systems, walkways, signage, warm-up areas, concessions facilities, and satellite restrooms.

“**Sports Complex Property**” means a portion of the City Property which shall be transferred to the CID for the purpose of constructing and operating the Sports Complex. The exact portion of the City Property which is intended to become the Sports Complex shall be determined when the City approves a plat and development plan for such property.

“**Summit Woods TDD Bonds**” means the \$14,755,000 I-470 and 350 Transportation Development District (Lee’s Summit Missouri), Transportation Revenue Bonds, Series 2001, as advance refunded by the \$18,765,000 I-470 and 350 Transportation Development District (Lee’s Summit, Missouri) Transportation Sales Tax Refunding and Improvement Revenue Bonds, Series 2007.

“**Summit Woods TDD Sales Tax**” means the sales tax levied by the Summit Woods TDD on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the TDD Act in the maximum amount of one percent (1.0%), as established by resolution of the Summit Woods TDD and approved by the qualified voters of the Summit Woods TDD.

“**TDD Act**” means the Transportation Development District Act, Sections 238.200 to 238.280 RSMo.

## ARTICLE 2: REPRESENTATIONS

**Section 2.1. Representations by the District.** The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

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

C. To the District’s actual knowledge, 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 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. To the District’s actual knowledge, 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.

For purposes of this Agreement, the phrase “to the District’s actual knowledge” shall be deemed to refer to the present actual (as distinguished from constructive or imputed) knowledge of the District’s Executive Director, only, without any investigation or inquiry by said individual. The Parties acknowledge that the Executive Director is named solely for the purpose of defining and narrowing the scope of District’s knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to the other Parties.

**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 charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is 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 or any 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.

**Section 2.3. Representations by the 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 to be executed and delivered by the Developer herein, and such execution and delivery has been duly and validly authorized and approved by Developer by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. 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 Developer 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 Developer is a party, or any order, rule or regulation of any court or governmental body applicable to the Developer 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 Developer under the terms of any instrument or agreement to which the Developer is a party.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer, which litigation, proceedings



or investigations 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.

### **ARTICLE 3: REGIONAL TDD FORMATION AND OPERATION**

#### **Section 3.1. Formation of Regional TDD.**

A. Cooperation for Formation. The Parties agree to cooperate in the formation of the Regional TDD, subject to the requirements set forth in this Agreement. The Summit Woods TDD will file an answer in the Jackson County Circuit Court which consents to the formation of the Regional TDD subject to the “Sales Tax Conditions” (as defined below) being included in the “Final Judgment” (as defined below) and “Ballot” (as defined below). The City will prosecute the court case for formation of the Regional TDD to final judgment.

B. Final Judgment. The final judgment for the Regional TDD (the “**Final Judgment**”) will include a requirement that prohibits the Regional TDD from having the authority to impose the Regional TDD Sales Tax (which includes prohibiting the Regional TDD from having the authority to adopt a resolution imposing the Regional TDD Sales Tax or having the authority to notify the Missouri Department of Revenue to impose the Regional TDD Sales Tax) and prohibits the issuance of Obligations to finance the Regional TDD Phase 2 Projects until the conditions set forth in **Exhibit F** (the “**Sales Tax Conditions**”) are satisfied. The Final Judgment will further provide that all of the Sales Tax Conditions must be satisfied and cannot be waived unless the Summit Woods TDD agrees in writing, in its sole discretion, to allow one or more of the Sales Tax Conditions to be waived. The Regional TDD may commence preparations for the adoption of the Regional TDD Sales Tax resolution at a time such that the issuance and closing of Obligations to finance the Regional TDD Projects occurs concurrently with the transfer of ownership of the Sports Complex Property to the CID. The Final Judgment shall provide that Summit Woods SPE, LLC, as the fee owner of a portion of the property comprising the shopping center commonly referred to as the Summit Woods Shopping Center, and its successors and assigns, shall have the right to enforce the provisions of the Final Judgment after the Summit Woods TDD is abolished. The Final Judgment shall further provide that the Circuit Court shall retain jurisdiction to enforce the provisions of the Final Judgment so long as the Regional TDD is in existence. The Final Judgment will be in substantially the form attached hereto as **Exhibit G**.

C. Regional TDD Election. The City and Developer will use good faith efforts to cause the single election for (a) formation of the Regional TDD, (b) authorization to impose the Regional TDD Sales Tax and (c) approval of the Regional TDD Projects to occur during the fourth calendar quarter in 2016, subject to the required hearing and other scheduling with the Jackson County Circuit Court. The Parties agree that the ballot (the “**Ballot**”) for the election will provide the Regional TDD with the authority to impose the Regional TDD Sales Tax only if all of the Sales Tax Conditions have been satisfied as described in paragraph B of this Section.

### **Section 3.2. Regional TDD Sales Tax.**

A. If all of the Sales Tax Conditions are satisfied, the Regional TDD will impose the Regional TDD Sales Tax in accordance with the restrictions set forth in this Agreement. The Regional TDD Sales Tax will be used to fund the Regional TDD Projects and the routine and annual operating and administrative costs of the Regional TDD, not to exceed \$50,000 annually. The Regional TDD Sales Tax will go into effect on the first day of the second calendar quarter following the quarter during which the Regional TDD adopts its resolution imposing the Regional TDD Sales Tax and notifies the Department of Revenue of the imposition of the sales tax. The Regional TDD will delay adoption of its resolution imposing the Regional TDD Sales Tax and notification to the Department of Revenue of the imposition of the sales tax until such time as all of the Sales Tax Conditions are satisfied, and the Regional TDD shall not take any action to impose the Regional TDD Sales Tax unless and until all of the Sales Tax Conditions are satisfied.

B. The Regional TDD Sales Tax shall be imposed at a maximum rate of 1.0% while any Regional TDD debt remains outstanding or while any Regional TDD Projects remain unreimbursed, not to exceed 32 years. The Ballot language for the election will be in substantially the form attached hereto as **Exhibit D**. The Regional TDD will impose the Regional TDD Sales Tax no earlier than the date that the Summit Woods TDD Sales Tax is repealed and no longer imposed so that at no time will the Regional TDD Sales Tax and the Summit Woods TDD Sales Tax be in effect at the same time.

### **Section 3.3. Regional TDD Debt and Funding Obligations.**

A. Phase 1 Projects. The City and Developer agree that, at the earliest practical time as exercised on the basis of prudent public finance and principles of market economics, and subject to all terms, conditions and requirements of this Agreement, they will use best efforts to cause the Regional TDD to issue Obligations to refinance and fully refund the currently outstanding Summit Woods TDD Bonds. The City and Developer anticipate that one series of Obligations will be issued to fund all Regional TDD Projects, but such Obligations may be issued in two or more series at the discretion of the Regional TDD with the approval of the City. The City and Developer agree that Obligations issued to finance the Regional TDD Phase 1 Projects shall be a full refunding of the outstanding Summit Woods TDD Bonds. The City and Developer agree, subject to the terms, conditions and requirements of this Agreement, to use best efforts to cause the Regional TDD to issue this debt concurrently with commencement of the Regional TDD Sales Tax and the satisfaction of all of the Sales Tax Conditions, on a schedule to be established by the City and Developer pursuant to the Redevelopment Agreement.

B. Phase 2 Projects. The City and Developer agree that, at the earliest practical time as exercised on the basis of prudent public finance and principles of market economics, and subject to all terms, conditions and requirements of this Agreement, they will use best efforts to cause the Regional TDD to issue Obligations in one or more series to finance the Regional TDD Phase 2 Projects when permitted by this Agreement. Regional TDD Obligations to finance the Regional TDD Phase 2 Projects shall not be issued by the Regional TDD until all of the Sales Tax Conditions have been satisfied. The City agrees that it will not approve the issuance of Regional TDD Obligations to finance the Regional TDD Phase 2 Projects unless and until all of the Sales Tax Conditions have been satisfied. In the event that the Regional TDD Phase 2 Projects are financed by debt issued by an issuer other than the Regional TDD, or otherwise funded by a party other than the Regional TDD, the Regional TDD shall not incur any obligations to use Regional TDD revenues to fund the Regional TDD Phase 2 Projects until all of the Sales Tax Conditions have been satisfied, at which time the other issuer or other party may be reimbursed by the issuance of the Regional TDD Obligations.

**Section 3.4. Wind-Up and Termination of Summit Woods TDD.**

A. The City and Developer have advised the Summit Woods TDD that it is their intent that the Obligations issued by the Regional TDD for the Regional TDD Phase 1 Projects shall satisfy all funding obligations and liabilities of the Summit Woods TDD in order to allow the Summit Woods TDD to wind up its operations and be terminated in accordance with the TDD Act. The Summit Woods TDD shall commence preparations for winding up its operations and preparing for termination concurrently with the preparations of the Regional TDD to issue debt to finance the Regional TDD Phase 1 Projects.

B. The City and Developer shall cause proceeds from Obligations issued by the Regional TDD for the Regional TDD Phase 1 Projects to be made available to fund costs incurred by the Summit Woods TDD associated with winding up and terminating the Summit Woods TDD, including, without limitation, the costs associated with the formation of the Regional TDD and negotiating the provisions of this Agreement and other costs such as a final state audit, a final arbitrage rebate analysis and attorneys' fees (collectively, the "**Wind-Up Costs**").

D. Subject to the provisions of the TDD Act regarding the abolishment of a transportation development district, it is the intent of the Parties that the termination of the Summit Woods TDD Sales Tax coincide with the issuance of debt by the Regional TDD for the Regional TDD Phase 1 Projects, so that the Summit Woods TDD Sales Tax is terminated promptly after the outstanding Summit Woods TDD Bonds have been fully refunded. If the Obligations issued by the Regional TDD for the Regional TDD Phase 1 Projects fully refund the Summit Woods TDD Bonds so that the Summit Woods TDD no longer has any financial obligations or liabilities, then, upon the payment in full of the outstanding balance of the Summit Woods TDD Bonds, and after all required procedures for winding up the affairs of the TDD have been completed in accordance with the TDD Act, the Summit Woods TDD will implement the procedures in the TDD Act for abolishment of the Summit Woods TDD, including, without limitation, termination of the Summit Woods TDD Sales Tax. As part of the procedures in abolishing the District, the Summit Woods TDD shall direct the Missouri Department of Revenue to terminate the Summit Woods TDD Sales Tax effective on the same day that the Regional TDD Sales Tax is imposed and the Obligations issued by the Regional TDD for the Regional Phase I Project fully refund the Summit Woods TDD Bonds.

**ARTICLE 4: DEFAULTS AND REMEDIES**

**Section 4.1. Default and Remedies.** An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after one of the Parties, or the trustee of any outstanding Obligations, as applicable, has given written notice to such Party specifying such failure.

Subject to any restrictions contained in the bond documents for any outstanding Obligations that are issued against acceleration of the maturity of any such Obligations, 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 require and compel duties and obligations required by the provisions of this Agreement. The defaulting party shall pay the reasonable and actual attorneys' fees incurred by the prevailing party in such suit.

**Section 4.2. Rights and Remedies Cumulative.** The rights and remedies maintained by any Party 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. Any Party

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 any Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 4.3. 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 4.4. 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 5: MISCELLANEOUS

**Section 5.1. Effective Date and Term.** This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

**Section 5.2. Immunities.** No recourse shall be had for the payment of the principal of or premium or interest on any Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City 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.

**Section 5.3. Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 5.4. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 5.5. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.6. Validity and Severability.** It is the intention of the Parties 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 5.7. 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 5.8. City Approvals.** Unless specifically provided to the contrary herein, all approvals of the City to carry out the obligations and duties of the City under this Agreement may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

**Section 5.9. District Approvals.** Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

**Section 5.10. Joinder of Regional TDD.** At the first Regional TDD Board of Director's meeting as authorized by the Final Judgment of the circuit court, the Parties agree to take such actions as are necessary to cause the Regional TDD to execute an amendment to this Agreement and join this Agreement as a party for the purpose of being bound by the terms and provisions of this Agreement applicable to the Regional TDD. The Parties agree to execute an amendment to this Agreement with the Regional TDD, at the first Regional TDD Board of Director's meeting as authorized by the Final Judgment of the circuit court, which adds the Regional TDD as a party.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF LEE’S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Randy Rhoads  
Mayor

ATTEST:

\_\_\_\_\_  
Denise Chisum, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gilmore & Bell, P.C., Special Counsel

**STATE OF MISSOURI**     )  
  ) **SS.**  
**COUNTY OF JACKSON**    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me appeared, Randy Rhoads, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

**I-470 AND 350 HIGHWAY  
TRANSPORTATION DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

**STATE OF MISSOURI**            )  
  ) **SS.**  
**COUNTY OF JACKSON**        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_,  
who being by me duly sworn, did say that (s)he is the Executive Director of the **I-470 AND 350  
HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development  
district organized and existing under the laws of the State of Missouri, and that said instrument was  
signed in behalf of said District by authority of its Board of Directors and said individual acknowledged  
said instrument to be the free act and deed of said District.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the  
County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

**PARAGON STAR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF MISSOURI**            )  
  ) **SS.**  
**COUNTY OF JACKSON**        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, who being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of **PARAGON STAR, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF REGIONAL TDD**

**TRACT 1**

**Owners: City of Lee's Summit  
Target Corporation  
Summit Woods, SPE, LLC  
Summit Woods Global, LLC  
Blue Ridge Bank & Trust  
Cole OB Lee's Summit, MO  
Rare Hospitality International, Inc.  
Flint Investment Company, LLC  
Parcel ID: 51-800-54-04-00-0-00-000  
51-800-54-06-00-0-00-000  
51-700-03-09-00-0-00-000  
51-700-03-12-00-0-00-000  
51-700-03-13-00-0-00-000  
51-700-03-14-00-0-00-000  
51-700-03-15-00-0-00-000  
51-700-03-16-00-0-00-000  
51-700-03-17-00-0-00-000  
51-700-03-18-00-0-00-000  
51-700-03-19-00-0-00-000  
51-700-03-23-00-0-00-000  
51-700-03-24-00-0-00-000**

All of CHIPMAN-HWY 50 FINAL PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri, EXCEPT Tract C, Tract D, Lot 17 and Lot 18.

**TRACT 2**

**Owner: Summit Woods Global, LLC  
BEF Reit, Inc.  
Midamerican Investments, LLC  
Parcel ID: 51-700-03-20-00-0-00-000  
51-700-03-21-00-0-00-000  
51-700-03-22-00-0-00-000**

All of CHIPMAN-HWY 50 2<sup>ND</sup> PLAT, a subdivision of land in Lee's Summit, Jackson County, Missouri.

**TRACT 3**

**Owner: DHC Partners, LLC**  
**Summit Woods, SPE, LLC**  
**Parcel ID: 51-800-54-07-00-0-00-000**  
**51-800-54-08-00-0-00-000**

All of CHIPMAN-HWY 3<sup>RD</sup> PLAT LOT 14A & TRACT B1, a subdivision of land in Lee's Summit, Jackson County, Missouri.

**TRACT 4**

**Owner: The Family Ranch, LLC**  
**Parcel ID: 51-800-02-21-00-0-00-000**

All that part of Section 35, Township 48, Range 32, In Lee's Summit, Jackson County, Missouri, described as follows:

From the center of said Section 35, run South 43 rods (709.5 feet); thence North 75 degrees West 9 rods (148.5 feet) to the point of beginning of the tract described herein; thence North 30 degrees East 97 rods (1600.5 feet); thence North 58 degrees West 44-3/4 rods (738.38 feet); to the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence North along said East line 10 rods (165 feet) to the Northeast corner of said 1/4 1/4 section; thence West along the North line of said 1/4 1/4 section 970 feet; more or less to a point 350 feet East of the Northwest corner of said 1/4 1/4 section; thence South parallel with the West line of said 1/4 1/4 section 124 feet; thence West parallel with the North line of said 1/4 1/4 section 350 feet to the West line of said 1/4 1/4 section; thence South along said West line, 1225.31 feet to a point 29.31 feet South of the Northwest corner of the Northeast 1/4 of Southwest 1/4 of said Section 35; thence East parallel with the North line of said 1/4 1/4 section, 265.30 feet; thence South parallel with the West line of said 1/4 1/4 section, 441.15 feet to a point in a line bearing South 75 degrees East end passing through the point of beginning, thence South 75 degrees East along said line to the point of beginning

EXCEPTING that part described as follows: All that part of the Southeast Quarter of the Northwest 1/4 of Section 35, Township 48, Range 32, described as follows: Beginning at a point 124 feet South of the Northwest corner of said Quarter Quarter Section; thence East 350 feet; thence South 124 feet; thence West 350 feet to the West line of said Quarter Quarter Section; thence North 124 feet to the point of beginning.

Also EXCEPTING all that part South of the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri.

**TRACT 5**

**Owner: The Family Ranch, LLC**  
**Parcel ID: 51-800-01-03-00-0-00-000**

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 35, Township 48, Range 32, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 35; thence South 86 degrees 35 minutes 26 seconds East along the South line of said Northeast Quarter Section, a distance of

1311.71 feet to the Southeast corner of the Southwest Quarter of said Northeast Quarter Section, thence North 2 degrees 28 minutes 04 seconds East along the East line of the Southwest Quarter of said Northeast Quarter Section and parallel with the West line of said Northeast Quarter Section, a distance of 282.38 feet (282.15 feet Deed); thence North 52 degrees 58 minutes 43 seconds West, a distance of 18.00 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 22.33 feet Deed) to a point on the North right of way line of Interstate No. 470 as now established, said point being the point of beginning; thence continuing North 52 degrees 58 minutes 43 seconds West, a distance of 833.08 feet (North 53 degrees 45 minutes 21 seconds West, a distance of 841.82 feet Deed); thence South 33 degrees 03 minutes 26 seconds West, a distance of 526.71 feet (South 31 degrees 23 minutes 25 seconds West, a distance of 517.25 feet, Deed) to a point on the North right of way line of said Interstate 470; thence South 84 degrees 53 minutes 05 seconds East, a distance of 561.37 feet (South 85 degrees 06 minutes 10 seconds East along said North Highway right of way line, a distance of 561.58 feet, Deed); thence North 87 degrees 59 minutes 25 seconds East, a distance of 201.56 feet (North 87 degrees 46 minutes 20 seconds East along said North right of way line, a distance of 201.56 feet, Deed); thence South 84 degrees 53 minutes 05 seconds East, a distance of 192.65 feet (South 85 degrees 06 minutes 10 seconds East along said North right of way line, a distance of 188.09 feet, Deed); to the point of beginning, subject to that part thereof in roads.

#### **TRACT 6**

**Owner: Captain Fancy Two, LLC**

**Parcel ID: 51-800-02-06-00-0-00-000**

Part of the Southwest Quarter of the Northwest Quarter of Section 35, Township 48 North, Range 32 West in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence South 86 degrees 36 minutes 33 seconds East along the North line of said Quarter Quarter Section, a distance of 1308.17 feet to a point being 20.00 feet Westerly of the East line of said Quarter Quarter Section; thence South 02 degrees 29 minutes 11 seconds West (South 03 degrees 00 minutes 16 seconds West-Deed) parallel with the East line of the Southwest Quarter of the Northwest Quarter of said Section 35, a distance 980.90 feet to a point on the existing North right of way line of I-470 Highway; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) along said existing North right of way line, a distance of 145.28 feet (127.64 feet-Deed) to a point being 150 feet left of Highway Station 354+00; thence North 78 degrees 00 minutes 46 seconds West (North 77 degrees 54 minutes 47 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 201.56 feet to a point being 175 feet left of Highway Station 352+00; thence North 85 degrees 08 minutes 16 seconds West (North 85 degrees 02 minutes 17 seconds West-Deed) continuing along said existing North right of way line of I-470 Highway, a distance of 966.76 feet (967.23 feet-Deed) to a point on the West line of said Quarter Quarter Section; thence North 02 degrees 36 minutes 11 seconds East (North 02 degrees 37 minutes 26 seconds East-Deed) along said West line, a distance of 922.17 feet (923.46 feet-Deed) to the point of beginning.

AND ALSO the East 20.00 feet of said Quarter Quarter, bounded on the South by the North R/W line of Interstate Route 470 by Suit No. 741042 in the Circuit Court of Jackson County, Missouri, and bounded on the North by the Westerly extension of the South line of a Tract described in a warranty deed recorded in Book 1123 at Page 1716 in the recorder's office of Jackson County, Missouri.

**TRACT 7**

**Owner: The Family Ranch, LLC**  
**Parcel ID: 51-900-01-11-00-0-00-000**

The North half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 48, Range 32, Lee's Summit, Jackson County, Missouri, except part in roads.

**TRACT 8**

**Owner: City of Lee's Summit**  
**Parcel ID: 51-900-02-06-02-0-00-000**

All that part of the Northeast Quarter of Section 34, Township 48, Range 32, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

Beginning on the West line of said Quarter Section, and 420.99 feet North of the Southwest Corner thereof, said point being an angle point in the right of way of the Chicago, Rock Island and Pacific Railroad Company, and said point lying opposite Station 761+95 thereof; thence North 79°12'09" East, this and subsequent bearings referring to the West line of the Northwest Quarter of said Section 34 as having a bearing of North 02°29'42" East, along the Southerly line of a jog in said Railroad right of way, a distance of 263.10 feet, to a point lying 50 feet from the centerline of the main track of said Railroad Company, measured at right angles thereto; thence North 09°16'45" West, and parallel to said centerline of main track, a distance of 416.73 feet; thence North 87°30'18" West a distance of 171.02 feet, to a point on the West line of said Quarter Section; thence South 02°29'42" West, a distance of 468.45 feet, to the point of beginning. Except that part in Highway Right-of-Way.

**TRACT 9**

**Owner: Rock Island Railroad**

All that part of Railroad Right-of-Way in the North half of Section 34, Township 48, Range 32, lying North of and adjacent to Interstate 470, in the City of Lee's Summit, Jackson County, Missouri.

**TRACT 10**

**Owner: City of Lee's Summit**  
**Parcel ID: 51-900-02-01-00-0-00-000**

All of the North 500 feet of the following described Tract of land:

The North ½ of the Northwest ¼ of Section 34, Township 48, Range 32, in Jackson County, Missouri, except that part of said ½ of ¼ Section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 193, and except that part of said ½ of ¼ Section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 79, containing 76.402 acres.

**TRACT 11**

**Owner: State of Missouri**

All of the Right-of-Way of Interstate 470, beginning at the North – South Centerline of Section 34; thence Easterly to the East line of Section 35, all in Township 48, Range 32, in the City Lee's Summit, Jackson County, Missouri.

**EXHIBIT B**

**DEPICTION OF REGIONAL TDD**

EXHIBIT B



## EXHIBIT C

### REGIONAL TDD PROJECTS

#### Regional TDD Phase 1 Projects

Improvements associated with the Summit Woods TDD which consist of the following:

1. Land Acquisition for Rights-of-way
2. Utility Relocation for road improvements (Gas Line and Valve Vault)
3. Pryor Road Improvements
  - (a) Construction as 4-lane divided parkway from I-470 to Chipman Road
  - (b) Extension south of Chipman Road
4. Chipman Road Improvements
  - (a) Extend east-bound left turn lane onto north-bound Highway 50
  - (b) West-bound right turn lanes into three site entrances
  - (c) East-bound left turn lanes into two site entrances
  - (d) Three signal modifications
  - (e) Install new signal at center site entrance
  - (f) Northern west-bound through lane
  - (g) Southern west-bound and two east-bound lanes
  - (h) Construct raised median
5. Highway 50 Ramps
  - (a) North-bound left turn lane onto Chipman Road
  - (b) South-bound left turn lane onto Chipman Road from south-bound Highway 50
  - (c) Additional south-bound lanes on south-bound Highway 50 off-ramp
6. I-470 & Pryor Road half-diamond interchange, bridge and ramps
7. Engineering Costs and other Professional Fees for improvements listed above
8. Financing Costs and Interest for improvements listed above
9. Contingency for improvements listed above
10. Reimbursement for the costs of filing and defending the Regional TDD Petition
11. Funding the costs of financing or refinancing the above described transportation projects
12. Funding the Wind-Up Costs of the Summit Woods TDD

## **Regional TDD Phase 2 Projects**

1. The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
2. The connection of View High Drive from the Roundabout in #1 west, to existing View High Drive, approximately 400 LF.
3. The construction of View High Parkway from the Roundabout mentioned in #1, north approximately 1500 LF to and including a proposed roundabout.
4. The construction of River Road approximately 1500 LF from the roundabout mentioned in #3, southeast to and including a roundabout due east of the roundabout mentioned in #1.
5. The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in #1 to the roundabout mentioned in #4 including the two bridges required to cross the little blue river.
6. The construction of 98<sup>th</sup> Street for a length of approximately 800 LF from the roundabout mentioned in #3 northeast to the City limit.
7. Mass grading of land adjacent to infrastructure improvements described in items #1 through #6.
8. The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items #1 through #6.
9. Construction of improvements to I-470 and View High interchange.
10. Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items #1 through #9.
11. Engineering Costs and other Professional Fees for improvements listed above.
12. Financing Costs and Interest for improvements listed above.
13. Contingency or improvements listed above.
14. Reimbursement for the costs of filing and defending the Regional TDD Petition
15. Funding the costs of financing or refinancing the above described transportation projects



**EXHIBIT D**

**FORM OF BALLOT OF SUBMISSION FOR DISTRICT  
ORGANIZATION, PROJECTS AND SALES TAX**

Shall there be organized in an area containing approximately 208 acres situated in Lee's Summit, Jackson County, Missouri, all in Township 48N, Range 32W, Jackson County, within the State of Missouri, a transportation development district, to be known as the "Southwest I-470 Transportation Development District" for the purpose of:

- A. Developing, financing or refinancing the following transportation projects:
1. The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
  2. The connection of View High Drive from the Roundabout in #1 west, to existing View High Drive, approximately 400 LF.
  3. The construction of View High Parkway from the Roundabout mentioned in #1, north approximately 1500 LF to and including a proposed roundabout.
  4. The construction of River Road approximately 1500 LF from the roundabout mentioned in #3, southeast to and including a roundabout due east of the roundabout mentioned in #1.
  5. The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in #1 to the roundabout mentioned in #4 including the two bridges required to cross the little blue river.
  6. The construction of 98<sup>th</sup> Street for a length of approximately 800 LF from the roundabout mentioned in #3 northeast to the City limit.
  7. Mass grading of land adjacent to infrastructure improvements described in items #1 through #6.
  8. The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items #1 through #6.
  9. Construction of improvements to I-470 and View High interchange.
  10. Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items #1 through #9.
  11. I-470 and 350 Highway Transportation Improvements:
    - (a) Land Acquisition for Rights-of-way
    - (b) Utility Relocation for road improvements (Gas Line and Valve Vault)
    - (c) Pryor Road Improvements

- (i) Construction as 4-lane divided parkway from I-470 to Chipman Road
- (ii) Extension south of Chipman Road

(d) Chipman Road Improvements

- (i) Extend east-bound left turn lane onto north-bound Highway 50
- (ii) West-bound right turn lanes into three site entrances
- (iii) East-bound left turn lanes into two site entrances
- (iv) Three signal modifications
- (v) Install new signal at center site entrance
- (vi) Northern west-bound through lane
- (vii) Southern west-bound and two east-bound lanes
- (viii) Construct raised median

(e) Highway 50 Ramps

- (i) North-bound left turn lane onto Chipman Road
- (ii) South-bound left turn lane onto Chipman Road from south-bound Highway 50
- (iii) Additional south-bound lanes on south-bound Highway 50 off-ramp

(f) I-470 & Pryor Road half-diamond interchange, bridge and ramps

- 12. Engineering Costs and other Professional Fees for improvements listed above.
- 13. Financing Costs and Interest for improvements listed above.
- 14. Contingency or improvements listed above.

- B. To reimburse the Petitioners for the costs of filing and defending this Petition authorized by Section 238.217 of the TDD Act;
- C. To pay the principal of, premium, if any and interest on bonds notes or other obligations issued pursuant to Section 238.240 or 238.242, RSMo;
- D. To fund the costs of financing or refinancing the above described transportation projects; and
- E. To fund the costs of the I-470 and 350 Transportation Development District (the “Summit Woods TDD”) associated with (i) the refunding of the existing \$14,755,000 I-470 and 350 Transportation Development District (Lee’s Summit Missouri), Transportation Revenue Bonds, Series 2001, as advance refunded by the \$18,765,000 I-470 and 350 Transportation Development District (Lee’s Summit, Missouri) Transportation Sales Tax Refunding and Improvement Revenue Bonds, Series 2007, (ii) the formation of the Southwest I-470 Transportation Development District, (iii) the repeal of the Summit Woods TDD Sales Tax and (iv) the abolishment of the Summit Woods TDD,

and be authorized to impose a transportation development district-wide sales tax up to the maximum rate of one percent (1%) for a maximum period of not more than thirty two (32) years from the date on which such tax is first imposed for the purpose of funding and assistance in the funding of the transportation projects and operation and administration of the district, and said district-wide sales tax shall be the sole

funding method for the district and the proceeds of the sales tax shall only be used to fund the transportation projects described in this ballot and for no other improvements, services or cost, and provided that the district-wide sales tax shall not be imposed until such time as the following conditions to imposing the district-wide sales tax are satisfied, as provided in the circuit court's order dated \_\_\_\_, 2016 which authorized this election:

[INSERT FINAL CONDITIONS]

YES [ ]  
NO [ ]

INSTRUCTIONS TO VOTERS: If you are in favor of this proposition, place an X in the box opposite "YES." If you are opposed to this proposition, place an X in the box opposite "NO."

**EXHIBIT E**

**LEGAL DESCRIPTION OF PROPERTY OWNED BY THE CITY**

**Owner: City of Lee's Summit**

**Parcel ID: 51-900-02-01-00-0-00-000**

The North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 48, Range 32, in Jackson County, Missouri, except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 193, and except that part of said  $\frac{1}{2}$  of  $\frac{1}{4}$  Section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 79, containing 76.402 acres.

## **EXHIBIT F**

### **CONDITIONS TO IMPOSITION OF SALES TAX**

The City and Regional TDD shall have received Documentation or other evidence reasonably satisfactory to the City and the Regional TDD that the following events have occurred and conditions have been satisfied:

1. The TIF Redevelopment Agreement has been executed and confirmation by all parties to the TIF Redevelopment Agreement that the TIF Redevelopment Agreement is in full force and effect.

2. MoDOT has provided approvals or authorization to make all improvements to the I-470 and View High interchange described on **Exhibit C** and all other rights-of-way within MoDOT's jurisdiction and control related to the Project.

3. The expenditure of proceeds from the City's general obligation bonds in the amount of \$1 million have been approved by the City for road improvements that serve the Redevelopment Project Area (as defined in the Redevelopment Agreement).

4. A plat and a preliminary development plan has been approved for the Property by the City.

5. The City has granted the Developer an easement for mass and fine grading on the Property and permits have been issued for such grading.

6. All necessary steps by the CID and any other necessary party to impose the CID Sales Tax have been completed and the CID Sales Tax is in effect.

7. The City and the CID have entered into a CID Cooperative Agreement which provides for the terms and conditions under which the CID will operate, the use of CID revenues, the issuance of debt that is repaid from CID revenues, and other operational issues.

8. The City has received and/or reviewed Documentation that Developer's investors and/or partners have approved project budgets for their respective project components, and City has received and/or reviewed executed and binding real estate contracts, leases, reciprocal easements, restrictive covenants, engineers and architects contracts, construction contracts, management agreements, performance bonds or other documents which are reasonably acceptable to the City which evidence the intent, ability and financial capacity to complete all portions of the private development on the Property.

9. The City has received and/or reviewed Documentation which is reasonably acceptable to the City to demonstrate that the Developer's investors and/or partners have closed or are prepared to close on all applicable private financing sources for the private components of the entire project, and each commitment to close on the applicable portion of the private financing is subject only to transfer of the Property to the CID.

10. Plans and specifications for the Sports Complex and a final construction estimate with an appropriate contingency have been completed, all loaned funds which are necessary for construction of the Sports Complex are on deposit with a trustee or escrow agent that is acceptable to the Seller and Purchaser and are available for disbursement, and the bidding process for construction of the Sports Complex has commenced or a construction contract has been executed

11. All steps necessary for closing on the private financing for the Sports Complex (in sufficient amounts to complete the Sports Complex and other infrastructure and components to be completed by the Developer in connection with the Sports Complex), by the appropriate investor and/or partner, has been completed and such closing is subject only to (i) transfer of the City Property to the CID, Developer or an affiliate of Developer and (ii) the TDD matters delineated in this Agreement.

12. The City has received and/or reviewed Documentation that the portion of the state funding that is intended to be appropriated for the Sports Complex has been approved by the appropriate state agency, or alternative private funding sources for the Sports Complex have been committed in writing in lieu of such state funding, and that the closing of such alternative private funding sources is subject only to the transfer of the City Property to the Developer or CID.

13. Restrictive covenants, which limits use of applicable portions of the Property for a Sports Complex or similar recreational uses have been recorded

14. The City and Developer have coordinated for the issuance of building permits for all development within Redevelopment Project Area 1.

15. The City has received Documentation that the wetlands permit has been issued to construct all improvements within the applicable areas of Redevelopment Project Area 1.

16. The County has entered into a long term lease with the CID for the use of the County-owned property within Redevelopment Project Area 1.

17. Satisfactory evidence has been provided and arrangements made by the necessary parties to insure that the Regional TDD Sales Tax and the Summit Woods TDD Sales Tax will never be in effect at the same time.

18. The land uses and mixed-use village design for Redevelopment Project Area 1 have not materially deviated from those described in the I-470 and View High Tax Increment Financing Plan as approved on March 10, 2016.

19. The real estate sale agreement is fully executed for the timely transfer of land necessary for the completion of the Redevelopment Projects from the City to the Developer or CID.

20. The City has either transferred ownership of the Sports Complex Property to the CID for construction of a Sports Complex, or all conditions for such transfer have been satisfied, all steps necessary to close on such transfer have been completed and all of the closing documents are in escrow with the title company with the only condition to the release and recording of the deed transferring ownership of the Sports Complex Property to the CID being the imposition of the Regional TDD Sales Tax.

21. The final judgment for the Regional TDD and the ballot language for the election provides that the sole funding method for the Regional TDD is the Regional TDD Sales Tax and all other funding methods permitted under the TDD Act, including, without limitation, special assessments, property taxes and tolls are strictly prohibited.

22. The final judgment for the Regional TDD and the ballot language for the election will provide that the Regional TDD Sales Tax shall not exceed 1% and shall not be imposed for more than 32 years.

23. The final judgment for the Regional TDD and the ballot language for the election will provide that the Regional TDD Sales Tax can only be used to fund the Regional TDD Phase 1 Projects and Regional TDD Phase 2 Projects as described on **Exhibit C** and no additional improvements, services or costs can be funded by the Regional TDD or with the Regional TDD Sales Tax; it being the intent of the parties that the scope of the projects to be funded by the Regional TDD be narrowly defined to include only the Regional TDD Phase 1 Projects and Regional TDD Phase 2 Projects described on **Exhibit C** and no other improvements, costs or services.

24. The owner of Lot 1 has recorded a restrictive covenant which limits the use of Lot 1 to sports facilities while the Regional TDD debt is outstanding and the Regional TDD sales tax is still imposed, and Paragon Star has entered into a contract with RED Development SPE, LLC, which limits the amount of retail and restaurant space on the Lot 2 and 5 property to no more than 90,000 square feet of floor area while the Regional TDD debt is outstanding and the Regional TDD sales tax is still imposed.

25. The Regional TDD shall have executed an amendment to this Agreement with the Parties whereby the Regional TDD is added as a party to this Agreement for the purpose of being bound by terms and provisions of this Agreement applicable to the Regional TDD.

**EXHIBIT G**

**FORM OF FINAL JUDGMENT**

**IN THE CIRCUIT COURT OF JACKSON COUNTY  
STATE OF MISSOURI**

**IN RE THE CREATION OF THE** )  
**SOUTHWEST I-470 TRANSPORTATION** )  
**DEVELOPMENT DISTRICT.** )  
) )  
**CITY OF LEE’S SUMMIT, MISSOURI,** )  
) )  
**Petitioner,** )  
) )  
**v.** )  
) )  
**I-470 AND 350 HIGHWAY** )  
**TRANSPORTATION DEVELOPMENT** )  
**DISTRICT, et al.,** )  
) )  
**Respondents.** )

**Case No.:** \_\_\_\_\_

**FINAL JUDGMENT AND ORDER**

On this \_\_\_ day of \_\_\_\_\_, 2016, Petitioner, the City of Lee’s Summit, Missouri (“**Lee’s Summit**”), by and through its attorney, appeared before the Court for a hearing on the Petition (“**Petition**”) for the Creation of the Southwest I-470 Transportation Development District (“**District**”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 through 238.275, RSMo (“**Act**”). After hearing argument and briefing of the matter, this Court, in consideration of the facts and law, hereby enters its Findings, Certifications and Conclusions and its final Judgment and Order as follows:

**FINDINGS, CERTIFICATIONS AND CONCLUSIONS:**

1. Jurisdiction is proper in this Court pursuant to Section 238.207.5 of the Act, which authorizes that a local transportation district authority, which has adopted a resolution calling for the joint establishment of a transportation development district in cooperation with another local transportation authority that has adopted a similar resolution calling for the joint establishment of a transportation



development district, to file a petition requesting the creation of a district in the circuit court of the county where the proposed project is located.

2. The proposed District will be located entirely within the boundaries of Jackson County.

3. Venue is proper in this Court pursuant to Section 238.207.5, RSMo, in that the proposed District lies entirely within Jackson County.

4. Petitioner, Lee's Summit, is a constitutional charter city of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act, and for purposes of filing a petition for creation of the District pursuant to Section 238.207.5 of the Act.

5. Respondent, the Board of Directors of the I-470 and 350 Highway Transportation Development District (the "**I-470 and 350 TDD**"), a transportation development district and political subdivision of the state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act.

6. Respondent, the Board of Directors of the I-470 and View High Community Improvement District, (the "**I-470 and View High CID**"), a community improvement district and political subdivision of that state in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act.

7. Respondent, Missouri Highways and Transportation Commission (the "**MHTC**") is the state agency constitutionally responsible for constructing and maintaining the Missouri highway system and is a necessary party under Section 238.207.5(3) of the Act.

8. Petitioner Lee's Summit is the governing body of a local transportation authority acting in its official capacity calling for the joint establishment of the District pursuant to Section 238.207.5 of the Act. A resolution of City Council of Lee's Summit calling for the establishment of the District is attached to the Petition as **Exhibit D** and incorporated herein by reference.

9. Respondent I-470 and View High CID is an affected local transportation authority within the District and supports the formation of the District. A resolution of the board of directors of I-470 and

View High CID calling for the establishment of the District is attached to the Petition as **Exhibit D** and incorporated herein by reference.

10. The name and address of each Respondent, including the MHTC, and each affected local transportation authority, is as follows:

- a. City of Lee's Summit, Missouri  
220 S.E. Green Street  
Lee's Summit, Missouri 64063
- b. I-470 and 350 Highway Transportation Development District  
7500 College Blvd., Suite 750  
Overland Park, KS 66210
- c. I-470 and View High Community Improvement District  
315 SE Main Street  
Lee's Summit, MO 64063
- d. Missouri Highways and Transportation Commission  
105 West Capitol Avenue  
Jefferson City, Missouri 65102

11. The District is composed of contiguous land pursuant to Section 238.207.3 of the Act.

12. A legal description of the property in the District is attached to the Petition as **Exhibit A** and shown on the map attached to the Petition as **Exhibit B**, both of which are incorporated herein by reference.

13. A general description of the projects that the District proposes to undertake (the "**Projects**"), including a description of the approximate location of the Projects, is attached to the Petition as **Exhibit C** and incorporated herein by reference. The Projects shall consist of funding and assistance in funding of certain bridge, street, road, highway, access road, interchange, signing, signalization, parking lot, or other related improvements and infrastructure, engineering and other professional costs as more particularly described in **Exhibit C** to the Petition and the costs of the I-470 and 350 TDD associated with (i) the refunding of the existing \$14,755,000 I-470 and 350 Transportation Development District (Lee's Summit Missouri), Transportation Revenue Bonds, Series 2001, as advance refunded by the \$18,765,000 I-470 and 350 Transportation Development District (Lee's Summit, Missouri) Transportation Sales Tax Refunding and Improvement Revenue Bonds, Series 2007, (ii) the formation of the Southwest I-470

Transportation Development District, (iii) the repeal of the I-470 and 350 TDD Sales Tax and (iv) the abolishment of the I-470 and 350 TDD. The approximate location of the Projects will be at the intersection of I-470 and View High Drive and upon the land area at the northeast corner of that intersection, which is all within the City of Lee's Summit, Jackson County, Missouri.

14. There are no persons eligible to be registered voters who reside within the District. As a result, all of the property owners within the proposed District are the "qualified voters" of the District, as that term is defined in the Act.

15. The name of the District will be the "**Southwest I-470 Transportation Development District.**"

16. Pursuant to Section 238.220.3(1) of the Act, the board of directors of the District will have six (6) members which shall be comprised of the presiding officer of each affected local transportation authority and one person designated by the governing body of each affected transportation authority within the District; provided that the person designated by the governing body of each affected local transportation authority shall be affiliated with and approved by Lee's Summit; and further provided that upon the dissolution of any affected local transportation authority, the board of directors of the District shall be comprised of the presiding officer and the person designated by the governing body of each remaining affected local transportation authority within the District. The terms of office of the initial board members shall be staggered in approximately equal numbers to expire in one, two or three years.

17. The Projects will be funded from the proceeds of a transportation development district sales tax (the "**TDD Sales Tax**") to be imposed by the District pursuant to Section 238.235 of the Act. Under the Act, the District may impose the TDD Sales Tax upon approval of the "qualified voters" (as defined in Section 238.202.2(2) of the Act) of the District in increments of one-eighth of one percent up to a maximum of one percent on the receipts from the retail sales of all tangible personal property or taxable retail services within the District, if such property or services are subject to taxation by the State of Missouri pursuant to the provisions of Section 144.010 to 144.525, R.S.Mo., as amended, except the

TDD Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to public utilities, including the sale of electricity or electrical current, water and gas, natural or artificial, nor to sales of services to telephone subscribers, either local or long distance.

18. Petitioner has requested to seek qualified voter approval of the imposition of the TDD Sales Tax at a rate not to exceed one percent (1.0%) for a period of thirty-two (32) years on all transactions subject to sales taxes imposed by the District pursuant to Sections 238.235 of the Act to: (i) pay costs of financing or refinancing the Projects; (ii) reimburse the Petitioners for the costs of filing and defending this Petition as authorized by Section 238.217 of the Act; (iii) pay the principal of, premium, if any, and interest on bonds notes or other obligations issued pursuant to Section 238.240 or 238.242 of the Act (the “**TDD Obligations**”); (iv) to fund the costs of financing or refinancing the Projects, and (v) to fund costs of the I-470 and 350 TDD associated with (a) the refunding of the existing \$14,755,000 I-470 and 350 Transportation Development District (Lee’s Summit Missouri), Transportation Revenue Bonds, Series 2001, as advance refunded by the \$18,765,000 I-470 and 350 Transportation Development District (Lee’s Summit, Missouri) Transportation Sales Tax Refunding and Improvement Revenue Bonds, Series 2007, (b) the formation of the Southwest I-470 Transportation Development District, (c) the repeal of the I-470 and 350 TDD Sales Tax and (iv) the abolishment of the I-470 and 350 TDD.

19. The TDD Sales Tax will be the only funding method for the District.

20. The District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

21. Petitioner has properly filed this Petition requesting formation of the District, pursuant to Section 238.207.5, RSMo.

22. Respondents have been duly served with process in this action or have otherwise properly appeared in this action.

23. No objections to the Petition, timely or otherwise, have been filed; therefore the Court may enter this Judgment and Order based upon the pleadings, pursuant to Section 238.210.2, RSMo.

24. Respondents support formation of the District, subject to the prohibitions on the District set forth in this final judgment and order, including, without limitation, those contained in paragraph 50 of this final judgment and order.

25. The allegations contained in the Petition are found to be true.

26. All of the real property in the proposed District will benefit by the Projects that the District proposes to undertake.

27. The proposed District is not illegal, unconstitutional, unjust or unreasonable.

28. The proposed Projects are proper under the Act.

29. The proposed TDD Sales Tax is neither illegal nor unconstitutional.

30. The MHTC has a direct interest in a portion of the Projects and that portion is intended to be merged into the state highways and transportation system under the MHTC's jurisdiction ("**State Portion of the Projects**").

31. The MHTC has jurisdiction over the State Portion of the Projects.

32. Upon submission of the State Portion of the Projects, if the MHTC by minute finds that the State Portion of the Projects will improve or are a necessary or desirable extension of the state highways and transportation system, the MHTC may approve the State Portion of the Projects, subject to the District making any revisions in the plans and specifications required by the MHTC and further, the District and the MHTC entering into a mutually satisfactory agreement regarding development and future maintenance of the State Portion of the Projects.

33. A portion of the Projects are not intended to be merged into the state highways and transportation system under the MHTC's jurisdiction ("**Local Portion of the Projects**").

34. The MHTC has no direct interest in the Local Portion of the Projects.

35. The MHTC has declined to consider the Local Portion of the Projects.

36. The notice required by Section 238.212, RSMo, was published in the *Lee's Summit Journal* for four consecutive weeks.

37. Lee's Summit, the I-470 and 350 TDD, and Paragon Star, LLC, entered into a Cooperative Agreement, dated \_\_\_\_\_, 2016 (the "**Cooperative Agreement**"), in which the parties agreed that the District shall be prohibited from (i) having the authority to impose the TDD Sales Tax (which includes prohibiting the District from having the authority to adopt a resolution imposing the TDD Sales Tax or having the authority to notify the Missouri Department of Revenue to impose the TDD Sales Tax) and (ii) issuing TDD Obligations to finance the Regional TDD Phase 2 Projects (as defined in the Cooperative Agreement), until the conditions set forth in **Exhibit F** to the Cooperative Agreement are satisfied; and the parties to the Cooperative Agreement further agreed that each of the Sales Tax Conditions must be satisfied and cannot be waived unless the I-470 and 350 TDD agrees in writing, in its sole discretion, to allow one or more of the Sales Tax Conditions to be waived.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

38. The name of the District will be the "**Southwest I-470 Transportation Development District**".

39. Subject to the favorable votes of more than a simple majority of the qualified voters of the District voting at the election described herein on (i) the proposition of the creation of the District, (ii) the development of the Projects, and (iii) the imposition of the TDD Sales Tax, the District is hereby declared organized and shall be established as a political subdivision pursuant to and in accordance with the Act.

40. The District is hereby authorized to exercise all the rights and powers conferred upon a transportation development district pursuant to the Act.

41. A mail-in ballot election shall be held within the boundaries of the proposed District, according to the procedures set forth in Section 238.216, RSMo, for the qualified voters to consider the single question regarding the creation of the District, funding of the Projects, and authorization for the imposition of the TDD Sales Tax, pursuant to Sections 238.210.2 and 238.215.3, RSMo, which question will be in substantially the same form as attached hereto as **Exhibit 1** ("**Ballot**").

42. Petitioner, on behalf of the Circuit Court Clerk of Jackson County, shall cause to be published a Notice of Election and Procedures for Application to Obtain Ballot in substantially the form attached hereto as **Exhibit 2**. The publication shall occur in the *Lee's Summit Journal* once a week for two consecutive weeks during the weeks of \_\_\_\_\_, 2016 and \_\_\_\_\_, 2016.

43. Petitioner, on behalf of the Circuit Court Clerk of Jackson County, shall mail to each qualified voter, via certified mail, a Notice of Election and Procedures for Application to Obtain Ballot in substantially the form attached hereto as **Exhibit 2**. The mailing shall occur no later than \_\_\_\_\_, 2016.

44. Pursuant to Section 238.216.2, RSMo, application for a Ballot shall be conducted as follows:

- (a) Only qualified voters shall be entitled to apply for a Ballot;
- (b) Each voter shall apply to the Circuit Court Clerk of Jackson County;
- (c) Each voter applying for a Ballot shall provide: (i) the property owner's name, address, mailing address (if different), and phone number; (ii) if the property owner is not an individual, the name and phone number of the individual who is authorized to vote on behalf of the entity; (iii) if the property owner is not an individual, the authorized individual's basis of legal authority to vote on behalf of the entity (which shall be determined by the entity's articles of incorporation, articles of organization, articles of partnership, bylaws, or other document which sets forth an appropriate mechanism for the determination of the entity's vote provided that, if the entity has no such mechanism, the entity's vote shall be cast as determined by a majority of the persons who run its day-to-day affairs); (iv) an authorized signature; and (v) evidence that such property owner is entitled to vote, which shall consist of a tax receipt, deed or other document which evidences ownership of real property within the District, and identifies the real property by location; and

(d) No person shall apply for a Ballot later than \_\_\_\_\_, 2016. Applications for Ballots postmarked on or before \_\_\_\_\_, 2016, but received by the Circuit Court Clerk of Jackson County after \_\_\_\_\_, 2016, will be accepted.

45. On \_\_\_\_\_, 2016, the Circuit Court Clerk of Jackson County shall mail a Ballot to each qualified voter who applied for a Ballot pursuant to Section 238.216.2, RSMo, along with a return addressed envelope directed to the Office of the Circuit Court Clerk of Jackson County with a sworn affidavit on the reverse side of such envelope for the voter's signature. Such affidavit shall be in the form required by Section 238.613.3, RSMo.

46. Each qualified voter shall have one vote per acre of real property owned within the District. Fractional voting shall be permitted.

47. The voted Ballots shall be returned to the Office of the Circuit Court Clerk of Jackson County by mail or hand delivery no later than 5:00 p.m. on \_\_\_\_\_, 2016. Voted Ballots received by the Circuit Court Clerk of Jackson County after 5:00 p.m. on \_\_\_\_\_, 2016 will not be accepted.

48. Upon the earlier of the return of all voted Ballots or 5:00 p.m. on \_\_\_\_\_, 2016, the Circuit Court Clerk of Jackson County shall transmit all voted Ballots to a team of judges of not less than four, with an equal number from each of the two major political parties, selected by this Court from lists compiled by the Clerk of Jackson County. The team of judges shall verify the authenticity of the Ballots, canvass the votes, certify the results, and immediately transmit said certification to this Court.

49. Upon the votes cast at the election being duly canvassed as provided by law, and it being found and declared that more than a simple majority of the qualified voters of the District voting at said election on said proposition voted in favor of the creation of the District, the development of the Projects, and the imposition of the TDD Sales Tax, then the District shall be organized and, pursuant to Section 238.216.6, RSMo, the results of the election shall be entered upon the records of the Court and a certified copy of the results of the election shall be filed by Jackson County with the Clerk of Jackson County, who shall cause the same to be entered upon the records of the Jackson County Commission.



50. The District shall not (i) impose the TDD Sales Tax by resolution or notify the Missouri Department of Revenue to impose the TDD Sales Tax and (ii) issue TDD Obligations to finance the Regional TDD Phase 2 Projects (as defined in the Cooperative Agreement), until the conditions set forth in **Exhibit 3** to this final judgment and order are satisfied (the “**Sales Tax Conditions**”). The Sales Tax Conditions are identical to the conditions contained in **Exhibit F** to the Cooperative Agreement. The Sales Tax Conditions must be satisfied and cannot be waived unless the I-470 and 350 Transportation Development District agrees in writing, in its sole discretion, to allow one or more of the Sales Tax Conditions to be waived. Summit Woods SPE, LLC, as the fee owner of a portion of the property comprising the shopping center commonly referred to as the Summit Woods Shopping Center, and its successors and assigns, shall have the right to enforce the requirements of this final judgment and order after the I-470 and 350 Transportation Development District is abolished.

51. Pursuant to Section 238.220.3(1), RSMo, the board of directors of the District will have six (6) members which shall be comprised of the presiding officer of each affected local transportation authority and one person designated by the governing body of each affected transportation authority within the District; provided that the person designated by the governing body of each affected local transportation authority shall be affiliated with and approved by Lee’s Summit; and further provided that upon the dissolution of any affected local transportation authority, the board of directors of the District shall be comprised of the presiding officer and the person designated by the governing body of each remaining affected local transportation authority within the District. The terms of office of the initial board members shall be staggered in approximately equal numbers to expire in one, two or three years. The designated directors shall be at least 21 years of age and a resident of the State of Missouri, a property owner, or a representative of a property owner, of the local transportation authority that the director represents, pursuant to Section 238.220.3, RSMo.

52. The Court hereby orders that the first meeting of the Board of Directors of the District shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2016, at Lee’s Summit City Hall, 220 SE Green Street, Lee’s Summit, Jackson County, Missouri, pursuant to Section 238.222.2, RSMo.

53. Before construction or funding of the State Portion of the Projects, the District must submit, or cause the submittal of, the State Portion of the Projects, together with the proposed plans and specifications, to the Commission for its prior approval, and the District and the Commission shall enter into a mutually satisfactory agreement regarding development and future maintenance of the State Portion of the Projects.

54. Approval of the Local Portion of the Projects shall vest exclusively with the local transportation authorities, subject to the local transportation authorities acquiring all necessary permits from the Commission for any connections of the Local Portion of the Projects with the state highways and transportation system and subject to the local transportation authorities developing the Local Portion of the Projects in a manner compatible with the future development of the state highway system.

55. Subject to the limitations set forth in the Ballot and in paragraphs 37 and 50 above, upon the adoption of a resolution by the Board of Directors of the District imposing the TDD Sales Tax, the District may impose the TDD Sales Tax at the maximum rate of one percent (1%) for a period of thirty-two (32) years from the date on which the TDD Sales Tax is first imposed, or such shorter period of time as will allow the District to fully reimburse all entities which contribute to the funding and financing of the Projects and related costs.

56. Pursuant to Article VIII, Section 3 of the Missouri Constitution, each qualified voter is entitled to secrecy as to how said voter voted in the election described herein, with the exception of the circumstances set forth in Article VIII, Section 3 of the Missouri Constitution, and for that reason the Court hereby orders that all Ballots received and the tally sheets created by the election judges verifying the authenticity of the Ballots and canvassing the votes of the election be sealed.

57. This Final Judgment and Order is a Final Judgment in this motion and this Court shall retain jurisdiction to enforce the provisions of this Final Judgment and Order so long as the District is in existence.

FINAL JUDGMENT AND ORDER ENTERED this \_\_\_\_ day of \_\_\_\_\_,  
2016.

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Judge Kenneth R. Garrett, III

I certify a copy of the above was sent via the E-filing system this day to all counsel of record.

**EXHIBIT 1**

**OFFICIAL BALLOT**

**[FORM OF BALLOT OMITTED]  
[SEE EXHIBIT D TO COOPERATIVE AGREEMENT]**

**EXHIBIT 2**

**NOTICE OF ELECTION AND PROCEDURES  
FOR APPLICATION TO OBTAIN BALLOT**

**NOTICE OF SPECIAL ELECTION**

Notice is hereby given that ballots will be mailed to any registered voter who applies for a ballot pursuant to the procedures below on Tuesday, \_\_\_\_\_, 2016, on the proposition contained in the following sample ballot:

**[FORM OF BALLOT OMITTED]  
[SEE EXHIBIT D TO COOPERATIVE AGREEMENT]**

**PROCEDURES FOR APPLICATION TO OBTAIN BALLOT**

Pursuant to Section 238.216.2 of the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended, application for a ballot shall be conducted as follows:

- (a) Only qualified voters shall be entitled to apply for a ballot.
- (b) Each voter shall apply with the Circuit Court Clerk of Jackson County.
- (c) Each voter applying for a Ballot shall provide:
  - (i) the property owner’s name, address, mailing address, and phone number;
  - (ii) if the property owner is not an individual, the name and phone number of the individual who is authorized to vote on behalf of the entity;
  - (iii) if the property owner is not an individual, the authorized individual’s basis of legal authority to vote on behalf of the entity (which shall be determined by the entity’s articles of incorporation, articles of organization, articles of partnership, bylaws, or other document which sets forth an appropriate mechanism for the determination of the entity’s vote; provided that, if the entity has no such mechanism, the entity’s vote shall be cast as determined by a majority of the persons who run its day-to-day affairs);
  - (iv) an authorized signature; and
  - (v) evidence that such property owner is entitled to vote, which shall consist of a tax receipt, deed or other document which evidences ownership, and identifies the real property by location.
- (d) No person shall apply later than \_\_\_\_\_, 2016. Applications for Ballots postmarked on or before \_\_\_\_\_, 2016, but received by the Circuit Court Clerk of Jackson County after \_\_\_\_\_, 2016, will be accepted.

DATED: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Circuit Court Clerk of Jackson County

**EXHIBIT 3**

**CONDITIONS TO IMPOSITION OF SALES TAX**

**[CONDITIONS OMITTED]  
[SEE EXHIBIT F TO COOPERATIVE AGREEMENT]**

**CERTIFICATE OF SERVICE**

A copy of the above document was sent by U.S. Mail, postage prepaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2016 to:

Robert W. Tormohlen  
1010 Walnut, Suite 500  
Kansas City, Missouri 64106

*Attorney for Respondent I-470 and 350 Transportation Development District*

Christine Bushyhead  
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Lee's Summit, MO 64063

*Attorney for Respondent I-470 and View High Community Improvement District*

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Jefferson City, MO 65102

*Attorneys for Respondent Missouri Highways and Transportation Commission*

\_\_\_\_\_  
Attorney for Petitioner