
SECOND AMENDMENT TO COOPERATIVE AGREEMENT

among the

CITY OF LEE'S SUMMIT, MISSOURI,

the

**LEE'S SUMMIT, MISSOURI NEW LONGVIEW
TRANSPORTATION DEVELOPMENT DISTRICT,**

and

M-III LONGVIEW, LLC

dated as of

December 10, 2019

SECOND AMENDMENT TO COOPERATIVE AGREEMENT

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT (“Amendment”), entered into as of this 3rd day of December 10, 2019, by and among the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “City”), the **LEE’S SUMMIT, MISSOURI NEW LONGVIEW TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (“District” or “TDD”), and **M-III LONGVIEW, LLC**, a Delaware limited liability company (the “Developer”) (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).

WITNESSETH:

WHEREAS, the Lee’s Summit, Missouri New Longview Transportation Development District (the “District”) was declared organized by the Circuit Court of Jackson County, Missouri (the “Court”) by the Final Order and Judgment Certifying Creation of the Lee’s Summit, Missouri New Longview Transportation Development District dated July 31, 2003, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.800 of the Revised Statutes of Missouri (the “Act”);

WHEREAS, pursuant to the Act, the qualified voters of the District approved the imposition of a sales tax (the “Sales Tax”) of one percent (1.0%) on taxable retail sales within the District by unanimous verified petition for an original term of twenty (20) years, for the purpose of paying the cost of the formation and operation of the District and the financing, acquisition, design and construction of the following projects: (1) the construction of Longview Boulevard; (2) single lane improvements to the southern half of 3rd Street, from the eastern roundabout on 3rd Street to the eastern border of the Property; (3) the construction of two (2) east-west arterial roads, from the Longview College entrances on Longview Road, easterly to the two (2) roundabout intersections with Longview Boulevard; and (4) improvements to Longview Road from the intersection of View High Road and 3rd Street to the southernmost roundabout on Longview Road (collectively, the “District Project”);

WHEREAS, the District, the City, and Gale Communities, Inc., a Missouri corporation (“Original Developer”) entered into the Cooperative Agreement dated October 27, 2003, as amended by the 1st Amendment to the Lee’s Summit, Missouri New Longview Transportation Development District Cooperative Agreement dated March 3, 2010 (collectively, the “Cooperative Agreement”);

WHEREAS, on December 18, 2003, the District issued The Lee’s Summit, Missouri New Longview Transportation Development District Revenue Bonds, Series 2003, in the principal amount of \$5,435,000 to fund the District Project, which bonds have been paid in full;

WHEREAS, the Original Developer assigned all of its rights, duties, interests and obligations under the Cooperative Agreement, and other related agreements, to the Developer pursuant to the Agreement for Assignment, Waiver and Release (the “Assignment”) dated December 1, 2016 among the Original Developer, the Developer, the District, and the City; provided, however, that the Original Developer’s assignment is subject and subordinate to any rights of Hawthorn Bank (the “Bank”) to the Show Horse Arena Reimbursement and the Uncaptured TDD Revenues (as such terms are defined in the Assignment);

WHEREAS, the Developer is an owner of property within the District and is the successor in interest to all of the rights and obligations as the “Developer” under the Cooperative Agreement, subject to the certain rights of lenders of the Original Developer pursuant to separate agreements;

WHEREAS, the Developer has undertaken work for adjustments to the TDD boundaries to more accurately track with platted lots and tracts that have been developed or are planned to be developed in the future;

WHEREAS, the Developer, the Original Developer, and the Bank executed a TDD Revenue Sharing and CID Cooperation Agreement dated November 14, 2018 (the “Revenue Sharing Agreement”) to provide for an extension of the TDD Sales Tax and memorialize how the revenues that would be generated by the TDD Sales Tax during such extension period (on and after January 1, 2026) would be disbursed among the parties;

WHEREAS, on December 4, 2019, the District’s Board of Directors adopted Resolution No. 2019-05 authorizing and directing the District to enter into this Amendment; and

WHEREAS, the parties desire to amend the Cooperative Agreement as set forth in this Amendment for the primary purpose of updating provisions pertaining to the payment of Operating Costs and distribution of District Sales Tax Revenues.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the parties agree as follows:

1. Certain definitions in Section 1.02 of the Cooperative Agreement are hereby amended to read as follows:

H. Developer: M-III Longview LLC, a Delaware limited liability company, and its successors and assigns.

R. Operating Costs: Actual, reasonable overhead expenses, including, but not limited to, legal, accounting, insurance, survey, and other professional consultant fees, that are necessary for the administration and operation of the District under the TDD Act, in accordance with this Agreement and the District’s annual budget.

U. Redevelopment Area: collectively, the Redevelopment Area for the Second Amended and Restated Longview Farm Tax Increment Financing Plan approved by Ordinance No. 7778 dated December 17, 2015, as amended from time to time, and the Redevelopment Area for the New Longview Tax Increment Financing Plan approved by Ordinance No. 7779 dated December 17, 2015, as amended from time to time.

U1. Restructuring Costs: the costs incurred by the District to undertake the work associated with an extension of the duration of the TDD Sales Tax and to adjust the boundaries of the TDD area, consisting of professional fees for survey work, mapping, legal work and other related professional costs;

Y. Special Allocation Fund: the funds created pursuant to the TIF Act for the TIF Plans in which the City deposits Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plans.

CC. TIF Contract: the Tax Increment Financing Contract dated December 1, 2016, between the City and the Developer, as amended from time to time, pertaining to the Longview Farm Tax Increment Financing Plan and the New Longview Tax Increment Financing Plan.

DD. TIF Plans: collectively, the Second Amended and Restated Longview Farm Tax Increment Financing Plan approved by Ordinance No. 7778 dated December 17, 2015, as amended from time to time,

and the New Longview Tax Increment Financing Plan approved by Ordinance No. 7779 dated December 17, 2015, as amended from time to time.

2. Section 2.01 of the Cooperative Agreement is hereby amended to read as follows:

Section 2.01 Collection of the District Sales Tax.

A. The District Sales Tax shall be collected and enforced by the Missouri Department of Revenue as provided in the TDD Act. The District, in cooperation with the City, shall direct the Missouri Department of Revenue to deposit monthly District Sales Tax Revenues in an account managed by the City (the "City Account"). The City Account shall be used for the collection and disbursement of District Sales Tax Revenues only and the City shall not commingle other City funds in the City Account.

B. In connection with the monthly deposit of District Sales Tax Revenues by the Missouri Department of Revenue into the City Account and the City's distribution of District Sales Tax Revenues as provided in Section 2.04 below, the District, by this Agreement, authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax.

C. In order to seek to maximize District Sales Tax Revenues and operational efficiencies, the District and the City agree to cooperate with each other in the performance of functions incident to the administration, enforcement and operation of the District Sales Tax. The District official charged with formulating a budget for the District shall request that the District's Board of Directors appropriate the District Sales Tax Revenues in accordance with the budget and this Agreement. The parties acknowledge that the boundaries of the Second Amended and Restated Longview Tax Increment Financing Plan, as amended, and the New Longview Tax Increment Financing Plan, as amended, are neither coterminous with each other nor with the boundaries of the District and they further acknowledge that, in accordance Section 99.845, RSMo, the District has consented to the capture of the District Sales Tax under the TIF Plans to the extent that the District Sales Tax Revenues are generated within the Redevelopment Area of either of the TIF Plans in effect, and such consent was provided by the District on April 26, 2016.

3. Section 2.04 of the Cooperative Agreement is hereby amended to read as follows:

Section 2.04. Distribution of the District Sales Tax.

Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. Pursuant to the TIF Act and the TIF Plans, one-half (1/2) of the District Sales Tax which is generated within a Redevelopment Project Area for either of the TIF Plans will be captured as Economic Activity Taxes and deposited by the City in the appropriate Special Allocation Fund.

B. Pay the City an administration fee equal to 0.5% of District Sales Tax Revenues;

C. Distribute the remaining District Sales Tax Revenues on a monthly basis in the following order of priority and amounts:

i. Pay the Operating Costs of the District in accordance with this Agreement and the District's annual budget.

- ii. Until the commencement of the TDD Extension Term (as defined in the Revenue Sharing Agreement), pay the remaining District Sales Tax Revenues as follows:
 - a. 50% of the revenues shall be used to pay the Restructuring Costs, until all Restructuring Costs have been paid in full; and
 - b. 50% of the revenues shall be paid to the Bank, provided that after the Restructuring Costs have been paid in full the Bank shall receive 100% of the remaining District revenues until the TDD Extension Term begins.
- iii. After commencement of the TDD Extension Term, payments shall be made to Developer and the Bank as provided in the Revenue Sharing Agreement. Payments to Developer shall be to provide reimbursement for funds advanced by Developer for payment of the Costs of Formation, the Improvement Costs, or the Operating Costs, with interest accruing at the prime rate established by Commerce Bank, plus one percent (1%) from the date that such costs are certified for payment in accordance with this Agreement.
- iv. After all of the District Sales Tax Revenues payable to the Bank under this Agreement and the Revenue Sharing Agreement have been fully paid (or if the Bank earlier releases the District from the assignment and payment of Sales Tax Revenues in writing), then the City shall distribute on a monthly basis to the District for deposit in an account managed by the District (the "District Account") Sales Tax Revenues remaining after the City distributes funds as provided in 2.04.A and B. above. The District Account shall be used for the deposit and disbursement of District Sales Tax Revenues and the District, upon receipt of funds from the City, shall on a monthly basis distribute District Sales Tax Revenues in the District Account for the payment of eligible District costs as provided in this Agreement and the TDD Act. Payments to Developer shall be to provide reimbursement for funds advanced by Developer for payment of the Costs of Formation, the Improvement Costs, or the Operating Costs, with interest accruing at the prime rate established by Commerce Bank, plus one percent (1%) from the date that such costs are certified for payment in accordance with this Agreement.
- v. Any surplus District Sales Tax Revenues may be retained in the District Account for use as permitted under this Agreement and the TDD Act.

4. Section 2.06 of the Cooperative Agreement is hereby amended to read as follows:

Section 2.06 Records of the District; Notification to the State.

A. Any District records pertaining to the District Sales Tax or the administration and operation of the District shall be provided to the City upon written request of the City, as permitted by law. Any City records pertaining to the District Sales Tax or the administration, enforcement and operation of the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law. The District and the City agree to cooperate with each other to provide to each other such information and documentation pertaining to the District Sales Tax as reasonably necessary to enable the District to satisfy budgeting and financial reporting requirements under the TDD Act and applicable state law.

B. The District shall notify the Missouri Department of Revenue of any new retail businesses opening within the District and the City shall assist the District by providing information requested by the

Missouri Department of Revenue necessary to register a retail business for collection of the District Sales Tax by the state.

5. The Cooperative Agreement is amended by adding a new Section 2.08 as follows:

Section 2.08 Pledge of District Sales Tax Revenues and Collateral Assignment of Agreement to Lender.

A. For so long as the obligations to the Bank remain outstanding, the Developer shall not, without the prior written consent of the Bank, pledge the Developer's right to receive any District Sales Tax Revenues under this Agreement to a lender for the District Projects.

B. After the obligations to the Bank have been paid in full, the Developer shall have the right, without the consent of the City, to pledge its right to receive any District Sales Tax Revenues for District Projects costs incurred under this Agreement to a lender for the District Projects. Upon the Developer's request and pursuant to a mutually acceptable written agreement between such lender and the City, the City will send any such revenues to such lender directly until the Developer directs otherwise. The Developer shall also have the right, without the consent of the City, to collaterally assign its rights and obligations under the Agreement to such lender, provided that the lender assumes by contract all obligations and duties of the Developer under this Agreement in the event of a transfer to lender.

6. Section 5.02.D. of the Cooperative Agreement is hereby amended to read as follows:

D. Operating Costs. The Developer may advance funds to pay Operating Costs of the District in any fiscal year, in accordance with this Agreement and the District's annual budget. Operating Costs, to the extent advanced by the Developer, shall be reimbursed to the Developer by the District from District Sales Tax Revenues in accordance with Section 2.04. In no event shall the District incur more than fifty thousand dollars (\$50,000) in any fiscal year for the Operating Costs of the District, without the City's consent, which consent shall not be unreasonably withheld, so long as the District demonstrates that the expenditures serve a legitimate District purpose. This annual limit shall not apply to the Restructuring Costs.

7. Section 5.03.B. of the Cooperative Agreement is hereby amended to read as follows:

B. Payment of Operating Costs. District Sales Tax Revenues may be used to fund Operating Costs, in accordance with this Agreement and the District's budget. The actual expenditures of the District for Operating Costs shall not exceed fifty thousand dollars (\$50,000) in any fiscal year, without the City's consent, which consent shall not be unreasonably withheld, so long as the District demonstrates that the expenditures serve a legitimate District purpose. This annual limit shall not apply to the Restructuring Costs.

8. The second to last sentence in Section 6.01 of the Cooperative Agreement is amended to read as follows:

In addition, the District shall furnish annual audited or unaudited financial statements to the City for each fiscal year no later than June 30th following the end of such fiscal year.

9. Article VII of the Cooperative Agreement is hereby amended by adding the new Section 7.05 as follows:

Section 7.05 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. For the purposes 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 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.

10. Article X of the Cooperative Agreement is hereby amended to read as follows:

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the parties (“Effective Date”). This Agreement shall remain in effect for as long as the District is legally in existence.

Section 10.2. 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 10.3. Jointly Drafted. The parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another party.

Section 10.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 10.5. 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 10.6. 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 10.7. City and District Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder 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 advice and consent of the City Council before granting any approval. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman of the District or his or her designee without the

necessity of any action by the District's Board of Directors. The Chairman of the District may seek the advice and consent of the District's Board of Directors before granting any approval.

Section 10.8. Relationship. In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

Section 10.9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 10.10. Limit on Liability. The parties agree that:

A. No official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer or the District in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer or the District or with respect to any agreement, indemnity, or other obligation under this Agreement.

B, No member or shareholder of the Developer or the District and no official, director, officer, agent, employee, shareholder, representative, attorney or consultant of the Developer or the District shall be personally or otherwise in any way liable to the City or any third-party in the event of any default, breach or failure of performance by the Developer or the District under this Agreement or for any amount which may become due to the City with respect to any agreement, indemnity or other obligation under this Agreement.

Section 10.11. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 10.12. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City: City of Lee's Summit, Missouri
220 SE Green
Lee's Summit, Missouri 64063
Attn: City Manager

With a copy to: City of Lee's Summit, Missouri
220 SE Green
Lee's Summit, Missouri 64063
Attn: City Attorney

To the District: New Longview Community Improvement District
c/o Platform Ventures, LLC
4220 Shawnee Mission Pkwy
Suite 200B
Fairway, KS 66205

To the Developer: M-III Longview, LLC
c/o Platform Ventures, LLC
4220 Shawnee Mission Pkwy
Suite 200B
Fairway, KS 66205

With a copy to: Brian Engel, Esq.
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Ave., Suite 300
Kansas City, MO 64111

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 10.13. Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

Section 10.14. Tax Implications. The Developer and the District acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer or the District any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer and the District are relying solely upon their own tax advisors in this regard.

Section 10.15. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 10.16. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Developer or the District, the provisions of this Agreement shall control and supersede the conflict.

Section 10.17. Recordation of Memorandum of Agreement. The parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the City.

Section 10.18. Estoppel. Upon the Developer's request, the City shall deliver a written instrument to the Developer or any other person, firm or corporation specified by the Developer, duly executed and acknowledged, certifying that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modifications; whether or not the Developer has observed and performed all of the terms, covenants

and conditions on the part of the Developer to be observed and performed, and if not, specifying the same; and such other matters as reasonably requested by the Developer.

[Remainder of 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: _____
William A. Baird
Mayor

[SEAL]

ATTEST:

Trisha Fowler Arcuri
City Clerk

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

On this _____ day of _____, 2019, before me appeared William A. Baird, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said William A. Baird 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]

DEVELOPER:

M-III LONGVIEW, LLC

a Delaware limited liability company

By: Platform Investments, LLC, its manager

By: Platform Ventures, LLC, its manager

By: _____
Corey Walker, Senior Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this ___ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared Corey Walker, the Senior Vice President of Platform Ventures, LLC, a Delaware limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

My Commission Expires:

Exhibit "A"
Transportation Development District Right-of-Way Descriptions

Tract "A"

All that part of the Northwest Quarter of Section 10, Township 47 North, Range 32 West, in Jackson County, Missouri, described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of said Section 10; thence North $03^{\circ} 20' 54''$ East, along the East line of the Northwest Quarter of said Section 10, a distance of 30.00 feet to the Point of Beginning; thence continuing North $03^{\circ} 20' 54''$ East, along the East line of the Northwest Quarter of said Section 10, a distance of 60.00 feet; thence North $87^{\circ} 11' 08''$ West, along a line that is 90.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 10, a distance of 1,198.38 feet; thence North $02^{\circ} 48' 52''$ East a distance of 10.00 feet; thence North $87^{\circ} 11' 08''$ West, along a line that is 100.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 10, a distance of 160.00 feet; thence North $42^{\circ} 11' 08''$ West a distance of 63.64 feet; thence North $02^{\circ} 48' 52''$ East a distance of 325.71 feet; thence North $87^{\circ} 11' 08''$ West, parallel with the South line of the Northwest Quarter of said Section 10, a distance of 10.00 feet; thence North $02^{\circ} 48' 52''$ East a distance of 356.87 feet; thence Northwesterly, along a curve to the left that is tangent to the last described course, having a central angle of $34^{\circ} 02' 19''$, a radius of 380.00 feet, an arc distance of 225.75 feet; thence North $31^{\circ} 13' 27''$ West a distance of 120.04 feet; thence North $13^{\circ} 46' 33''$ East a distance of 77.78 feet; thence North $30^{\circ} 50' 11''$ West a distance of 30.00 feet; thence North $58^{\circ} 46' 33''$ East a distance of 62.63 feet; thence North $02^{\circ} 43' 41''$ East a distance of 317.76 feet; thence South $87^{\circ} 13' 07''$ East a distance of 111.00 feet; thence North $02^{\circ} 47' 45''$ East a distance of 278.03 feet; thence North $87^{\circ} 12' 15''$ West a distance of 50.00 feet; thence North $31^{\circ} 13' 27''$ West a distance of 407.80 feet; thence North $58^{\circ} 46' 33''$ East a distance of 185.87 feet; thence North $02^{\circ} 47' 45''$ East a distance of 125.96 feet; thence South $87^{\circ} 12' 15''$ East a distance of 641.17 feet; thence North $02^{\circ} 49' 30''$ East a distance of 156.15 feet; thence North $87^{\circ} 11' 23''$ West, along a line that is 50.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 10, a distance of 1,736.98 feet to a point that is 30.00 feet East of the West line of the Northwest Quarter of said Section 10; thence South $03^{\circ} 15' 08''$ West, along a line that is 30.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 10, a distance of 805.04 feet; thence South $86^{\circ} 44' 52''$ East, perpendicular to the West line of the Northwest Quarter of said Section 10, a distance of 15.29 feet; thence Northeasterly, along a curve to the left that is tangent with the last described course, having a central angle of $34^{\circ} 28' 35''$, a radius of 440.00 feet, an arc distance of 264.76 feet; thence North $58^{\circ} 46' 33''$ East a distance of 28.85 feet; thence South $31^{\circ} 13' 27''$ East a distance of 465.06 feet; thence North $58^{\circ} 46' 33''$ East a distance of 75.00 feet; thence South $31^{\circ} 13' 27''$ East a distance of 425.31 feet; thence South $13^{\circ} 46' 33''$ West a distance of 56.57 feet; thence South $58^{\circ} 46' 33''$ West a distance of 28.75 feet; thence Southwesterly, along a curve to the right that is tangent to the last described course, having a central angle of $34^{\circ} 01' 52''$, a radius of 265.00 feet, an arc distance of 157.40 feet; thence North $87^{\circ} 11' 35''$ West a distance of 180.45 feet; thence Northwesterly, along a curve to the right that is tangent to the last described course,

Exhibit "A"
Transportation Development District Right-of-Way Descriptions

having a central angle of $27^{\circ} 10' 18''$, a radius of 286.00 feet, an arc distance of 135.63 feet; thence North $60^{\circ} 01' 17''$ West a distance of 0.20 feet; thence Northwesterly, along a curve to the left that is tangent to the last described course, having a central angle of $26^{\circ} 43' 35''$, a radius of 314.00 feet, an arc distance of 146.47 feet; thence North $86^{\circ} 44' 52''$ West a distance of 204.31 feet; thence North $41^{\circ} 44' 52''$ West a distance of 21.21 feet; thence South $03^{\circ} 15' 08''$ West, along a line that is 30.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 10, a distance of 100.00 feet; thence North $48^{\circ} 15' 08''$ East a distance of 21.21 feet; thence South $86^{\circ} 44' 52''$ East a distance of 204.31 feet; thence Southeasterly, along a curve to the right that is tangent to the last described course, having a central angle of $26^{\circ} 43' 35''$, a radius of 244.00 feet, an arc distance of 113.82 feet; thence South $60^{\circ} 01' 17''$ East a distance of 0.20 feet; thence Southeasterly, along a curve to the left that is tangent to the last described course, having a central angle of $27^{\circ} 10' 18''$, a radius of 356.00 feet, an arc distance of 168.83 feet; thence South $87^{\circ} 11' 35''$ East a distance of 39.57 feet; thence Southwesterly, along a curve to the left that is non-tangent to the last described course, having a initial tangent bearing of South $16^{\circ} 49' 09''$ West, a central angle of $14^{\circ} 01' 58''$, a radius of 268.32 feet, an arc distance of 65.72; thence South $02^{\circ} 47' 11''$ West a distance of 427.40 feet; thence South $87^{\circ} 11' 08''$ East a distance of 123.41 feet; thence South $02^{\circ} 47' 11''$ West a distance of 96.20 feet; thence South $87^{\circ} 12' 49''$ East a distance of 113.56 feet; thence Southeasterly, along a curve to the right that is tangent to the last described course, having a central angle of $33^{\circ} 03' 12''$, a radius of 135.00 feet, an arc distance of 77.88 feet; thence Southeasterly, Easterly, and Northeasterly, along a curve to the left that is tangent to the exit of the last described curve, having a central angle of $71^{\circ} 17' 06''$, a radius of 75.00 feet, an arc distance of 93.31 feet; thence Northeasterly, along a curve to the right that is tangent to the exit of the last described curve, having a central angle of $38^{\circ} 13' 54''$, a radius of 135.00 feet, an arc distance of 90.08 feet; thence South $87^{\circ} 11' 08''$ East a distance of 48.66 feet; thence South $02^{\circ} 48' 52''$ West a distance of 322.22 feet; thence South $47^{\circ} 48' 51''$ West a distance of 70.71 feet; thence North $87^{\circ} 11' 08''$ West, parallel with the South line of the Northwest Quarter of said Section 10, a distance of 165.00 feet; thence South $02^{\circ} 48' 15''$ West a distance of 20.00 feet; thence South $87^{\circ} 11' 08''$ East, along a line that is 30.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 10, a distance of 1,777.82 feet to the Point of Beginning. Containing 44.67 acres, more or less.

Exhibit "A"
Transportation Development District Right-of-Way Descriptions

Tract "B"

All that part of the Northwest Quarter of Section 10, Township 47 North, Range 32 West, in Jackson County, Missouri, described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10; thence South $87^{\circ} 11' 08''$ East, along the South line of the Northwest Quarter of said Section 10, a distance of 30.00 feet; thence North $03^{\circ} 15' 08''$ East, along a line that is 30.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 10, a distance of 30.00 feet to the Point of Beginning; thence continuing North $03^{\circ} 15' 08''$ East a distance of 15.00 feet; thence South $41^{\circ} 58' 00''$ East a distance of 21.13 feet to a point that is 30.00 feet North of the South line and 45.00 feet East of the West line of the Northwest Quarter of said Section 10; thence North $87^{\circ} 11' 08''$ West, along a line that is 30.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 10, a distance of 15.00 feet to the Point of Beginning. Containing 113 square feet, more or less.

Tract "C"

All of that part of the Southwest Quarter of Section 10, Township 47 North, Range 32 West, in Jackson County, Missouri, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 10; thence South $87^{\circ} 11' 08''$ East, along the North line of said Southwest Quarter section, a distance of 35.70 feet; thence South $02^{\circ} 48' 52''$ West, perpendicular to the North line of said Southwest Quarter section, a distance of 30.00 feet to the Point of Beginning; thence South $03^{\circ} 14' 12''$ West a distance of 15.00 feet; thence South $87^{\circ} 11' 08''$ East, along a line that is 45.00 feet South of and parallel with the North line of said Southwest Quarter section, a distance of 1,421.13 feet; thence North $02^{\circ} 48' 52''$ East, perpendicular to the North line of said Southwest Quarter section, a distance of 15.00 feet; thence North $87^{\circ} 11' 08''$ West, along a line that is 30.00 feet South of and parallel with the North line of said Southwest Quarter section, a distance of 1,421.02 feet to the Point of Beginning. Containing 21,316 square feet or 0.49 acres, more or less.

Exhibit "A"
Transportation Development District Right-of-Way Descriptions

Tract "D"

All of that part of the Southwest Quarter of Section 10, Township 47 North, Range 32 West, in Jackson County, Missouri, described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 10; thence South $03^{\circ} 14' 52''$ West, along the West line of the Southwest Quarter of said Section 10, a distance of 30.00 feet to the Point of Beginning; thence continuing South $03^{\circ} 14' 52''$ West, along the West line of the Southwest Quarter of said Section 10, a distance of 1,105.32 feet; thence Northeasterly and Northerly along a curve to the left that is non-tangent to the last described course, having a initial tangent bearing of North $35^{\circ} 26' 13''$ East, a central angle of $32^{\circ} 12' 01''$, a radius of 235.00 feet, an arc distance of 132.07 feet; thence North $03^{\circ} 14' 12''$ East a distance of 980.35 feet; thence North $87^{\circ} 11' 08''$ West, along a line that is 30.00 feet South of and parallel with the North line of the Southwest Quarter of said Section 10, a distance of 35.93 feet to the Point of Beginning. Containing 38,377 square feet or 0.88 acres, more or less.

Exhibit "A"
Transportation Development District Right-of-Way Descriptions

Tract "E"

All that part of the Southeast Quarter of Section 9, Township 47 North, Range 32 West, in Jackson County, Missouri, described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 9; thence South 03° 14' 52" West, along the East line of the Southeast Quarter of said Section 9, a distance of 30.00 feet to the Point of Beginning; thence continuing South 03° 14' 52" West, along the East line of the Southeast Quarter of said Section 9, a distance of 1,105.32 feet; thence Southwesterly along a curve to the right that is non-tangent to the last described course, having a initial tangent bearing of South 35° 26' 13" West, a central angle of 00° 35' 36", a radius of 235.00 feet, an arc distance of 2.43 feet; thence South 36° 01' 49" West a distance of 178.86 feet; thence South 38° 58' 13" West a distance of 40.25 feet; thence South 62° 38' 30" East a distance of 133.27 feet to a point on the East line of the Southeast Quarter of said Section 9; thence South 03° 14' 52" West, along the East line of the Southeast Quarter of said Section 9, a distance of 899.96 feet; thence South 14° 25' 29" West a distance of 118.49 feet; thence South 87° 56' 50" West a distance of 229.27 feet; thence North 04° 00' 43" West a distance of 449.80 feet; thence North 86° 45' 08" West a distance of 343.94 feet to a point on the East line of a tract of land condemned by the United States of America; thence North 17° 13' 45" East, along the East line of said government land, a distance of 209.97 feet; thence South 86° 45' 08" East, departing from the East line of said government land, a distance of 250.61 feet; thence North-Northeasterly along a curve to the right that is non-tangent to the last described course, having a initial tangent bearing of North 06° 41' 50" East, a central angle of 01° 43' 47", a radius of 6,299.00 feet, an arc distance of 190.17 feet; thence Northeasterly along a curve to the right that is tangent with the exit of the last described curve, having a central angle of 29° 13' 35", a radius of 310.05 feet, an arc distance of 158.15 feet; thence North 37° 39' 12" East a distance of 395.13 feet; thence Northeasterly and Northerly along a curve to the left that is tangent to the last described course, having a central angle of 32° 47' 37", a radius of 165.00 feet, an arc distance of 94.44 feet; thence North 03° 14' 12" East a distance of 979.52 feet to a point on the East line of said government land; thence South 87° 43' 11" East, along the East line of said government land, a distance 34.08 feet to the Point of Beginning. Containing 10.07 acres, more or less.