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**COOPERATIVE AGREEMENT**

**among the**

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

**the**

**I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT,**

**and**

**PARAGON STAR, LLC**

**dated as of**

**March 9, 2017**

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**COOPERATIVE AGREEMENT**

**Table of Contents**

	<u>Page</u>
ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS.....	2
Section 1.1. Recitals and Exhibits.....	2
Section 1.2. Definitions.....	2
ARTICLE 2: REPRESENTATIONS.....	7
Section 2.1. Representations by the District.....	7
Section 2.2. Representations by the City.....	7
Section 2.3. Representations by the Developer.....	8
ARTICLE 3: DISTRICT SALES TAX.....	8
Section 3.1. Imposition of the District Sales Tax.....	8
Section 3.2. Collection and Administration of the District Sales Tax.....	8
Section 3.3. District Operating Costs.....	9
Section 3.4. Enforcement of the District Sales Tax.....	9
Section 3.5. Distribution of the District Sales Tax Revenues.....	9
Section 3.6. Effect of Obligations.....	10
Section 3.7. Records of the District Sales Tax.....	10
Section 3.8. Repeal of the District Sales Tax.....	11
ARTICLE 4: FINANCING DISTRICT PROJECTS.....	11
Section 4.1. Design and Construction of CID Improvements.....	11
Section 4.2. Financing the CID Improvements.....	11
Section 4.3. Ownership and Maintenance of CID Improvements.....	12
Section 4.4. Annual Budget.....	12
ARTICLE 5: SPORTS COMPLEX RECORDS.....	12
Section 5.1. Records.....	12
Section 5.2. Budget.....	12
Section 5.3. Audit.....	12
ARTICLE 6: DISTRICT OPERATIONS AND MANAGEMENT.....	13
Section 6.1. Composition of the Board of Directors and Officers.....	13
Section 6.2. District Meetings.....	13
ARTICLE 7: SPORTS COMPLEX OPERATIONS AND MANAGEMENT.....	13
Section 7.1. Ownership of the Sports Complex.....	13
Section 7.2. Management and Operation Services.....	14
ARTICLE 8: SPECIAL COVENANTS.....	14
Section 8.2. Consent by Developer, Tenants and Transferees.....	14
ARTICLE 9: DEFAULTS AND REMEDIES.....	15
Section 9.1. Default and Remedies.....	15
Section 9.2. Rights and Remedies Cumulative.....	15
Section 9.3. Waiver of Breach.....	15
Section 9.4. Excusable Delays.....	16
ARTICLE 10: MISCELLANEOUS.....	16
Section 10.1. Effective Date and Term.....	16
Section 10.3. Modification.....	16
Section 10.4. Jointly Drafted.....	16
Section 10.5. Applicable Law.....	16
Section 10.6. Validity and Severability.....	16
Section 10.7. Execution of Counterparts.....	16
Section 10.8. City Approvals.....	16
Section 10.9. District Approvals.....	16

Section 10.10.	Recordation of Memorandum of Agreement .....	17
Section 10.11.	Electronic Transaction .....	17
Section 10.12.	Common Representation .....	17

**Index of Exhibits**

Exhibit A	CID Improvements
Exhibit B	Form of Letter to the Missouri Department of Revenue

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** (“**Agreement**”), entered into as of this 2<sup>nd</sup> day of March, 2017, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and the **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), 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. The City Council of the City (the “**City Council**”), did on December 3, 2015, pass Ordinance No. 7762, which approved the formation of the District and the Petition to Establish the I-470 and View High Community Improvement District (the “**Petition**”).

B. 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 extends east along the north side of I-470 to NW Quarry Park Road.

C. Developer and City entered into a Contract, dated October 20, 2016 (the “**Redevelopment Agreement**”), to implement the Redevelopment Plan with respect to the construction of three redevelopment projects (the “**Redevelopment Projects**”) described in the TIF Contract.

D. Pursuant to the Redevelopment Agreement, the City and Developer agreed that Developer would construct or cause to be constructed the CID Improvements and that Obligations could be issued to pay the cost of such CID Improvements and related expenses, all in accordance with the terms of this Agreement.

E. On March 2, 2017, the City Council adopted Ordinance No. \_\_\_\_\_, approving this Agreement and authorizing the City to execute and to enter into this Agreement.

F. The District is authorized in accordance with the provisions of the CID Act to impose a district-wide sales tax and to enter into this Agreement for the administration of the District Sales Tax Revenues.

G. The Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

### 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. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

**“Administrative Fee”** means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

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

**“Applicable Laws and Requirements”** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

**“Board”** or **“Board of Directors”** means the governing body of the I-470 and View High Community Improvement District.

**“Bond Documents”** means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

**“Budget”** shall have the meaning set forth in **Section 4.4**.

**“Capital Improvements”** shall mean improvements resulting in substantial improvement to or enlargement of the Sports Complex, including improvements which: (i) result in a material physical addition to the Sports Complex; (ii) are made to adapt the Sports Complex to a new or different use not consistent with how the Sports Complex was used at the time it was placed in service; or (iii) materially increase the productivity (including extending the useful life of the asset), efficiency, strength or quality of the Sports Complex.

**“Captured District Sales Tax Revenues”** means the portion of the District Sales Tax Revenues that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

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

**“CID Improvements”** means those improvements described in **Exhibit A**, along with any other CID Improvements that may be approved by the District in accordance with the CID Act and this Agreement.

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

“**City Council**” means the governing body of the City of Lee’s Summit, Missouri.

“**City Directors**” shall have the meaning set forth in **Section 6.1**.

“**City Land**” means the property legally described in **Exhibit C** which is owned by the City of the Effective Date of this Agreement, portions of which will be transferred to the CID.

“**City Land Reimbursement**” means the amount paid to the City to compensate the City for the transfer of the City Land to the CID.

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

“**Debt Service**” means the amount required for the payment of interest and principal on the Obligations as they come due, including payment of mandatory or special redemption payments up to the underwriters “projected case” and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations. Where the term “Debt Service is used in connection with the issuance of any bonds, the term “projected case” shall have the meaning ascribed to such term in the trust indenture for such bonds.

“**Developer**” means Paragon Star, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest; and Related Entities, for purposes of reimbursement of Reimbursable Project Costs only.

“**Developer Directors**” shall have the meaning set forth in **Section 6.1**.

“**Director**” means a director of the District.

“**District Operating Costs**” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District.

“**District Sales Tax**” means the sales tax levied by the District 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 District and approved by the qualified voters of the District, in accordance with this Agreement.

“**District Sales Tax Revenues**” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“**Economic Activity Taxes**” means those revenues deposited in a separate segregated account within the Special Allocation Fund consisting of fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other “taxing districts” (as that term is defined in section 99.805 (16) of the TIF Act) and which are generated by economic activities within the Redevelopment Project Area (as defined in the Redevelopment Agreement) over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the year that the Redevelopment Project (as defined in the Redevelopment Agreement) and the collection of

TIF Revenues (as defined in the Redevelopment Agreement) were approved by ordinance, as more fully defined in the Redevelopment Plan and the Redevelopment Agreement.

**“Economic Activity Taxes Account”** means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are deposited.

**“Event of Default”** means any event specified in **Section 9.1** of this Agreement.

**“Excusable Delays”** means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with its duties and obligations hereunder or any portion thereof, adverse market conditions, the Developer’s inability to secure acceptable financing and/or Tenants for the development despite the Developer’s commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the CID Improvements in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder. The Parties agree that the market conditions on the Effective Date do not constitute extraordinary market conditions that may cause Excusable Delay of commencement of work on the CID Improvements.

**“Fiscal Year”** means July 1 through June 30 of each year, which Fiscal Year coincides with the City’s fiscal year.

**“Maintenance Expenses”** shall mean expenditures incurred for maintenance and equipment servicing, including expenditures for repairs (including the cost of replacement property required as part of the repair) incurred and arising as a result of the ordinary use of the Sports Complex which are necessary to keep the Sports Complex in its ordinary operating condition (as defined under Section 162 of the Internal Revenue Code of 1986, as amended and in effect at the time the Sports Complex opened). For this purpose, Maintenance Expenses include the repair and replacement of property in the Sports Complex with comparable and reasonable replacement property, but not for replacement property that results in a substantial improvement or addition to the original condition or capacity of the Sports Complex.

**“Manager”** means the party engaged by the District by resolution to manage the operations of the Sports Complex.

**“Non-Captured District Sales Tax Revenues”** means portion of the District Sales Tax Revenues not captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

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

**“Operating Obligations”** means any bonds, loans, debentures, notes, special certificate or other evidences of indebtedness issued by or at the direction of the District, the City, the Industrial Development Authority of Lee’s Summit (the “IDA”) separate and apart from Obligations pursuant to the

Redevelopment Plan only, and District contractual services for the operation of the District's services and improvements, including but not limited to Sports Complex Operating Costs..

**"Petition"** means the Petition to Establish the I-470 and View High Community Improvement District, filed with the City Clerk of Lee's Summit, Missouri, approved by Ordinance No. 7762 on December 3, 2015.

**"Public Improvement Costs"** means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

An estimate of the Public Improvement Costs is set forth in **Exhibit A**, but that estimate is not intended to limit the Public Improvement Costs defined herein.

**"Public Works Department"** means the Public Works Department of the City.

**"Real Estate Sale Agreement"** means the agreement among the City, Developer and the CID, in accordance with the terms of this Agreement.

**"Redevelopment Agreement"** means the Tax Increment Financing Redevelopment Agreement executed by the City and Developer, which implements the Redevelopment Plan.

**"Redevelopment Plan"** means the I-470 and View High Tax Increment Financing Plan as to be approved by the City.

**"Reimbursable Project Costs"** means those costs incurred by Developer which have been certified for reimbursement by the District and the City pursuant to the Redevelopment Agreement, and this Agreement.

**“Related Entity”** means any entity in which ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer.

**“Report”** shall have the meaning set forth in **Section 4.4**.

**“Special Allocation Fund”** means the separate City fund to be known as the I-470 and View High Redevelopment Area Special Allocation Fund, including the separate segregated accounts into which TIF revenues are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

**“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 Operating Costs”** shall mean the actual costs incurred by the Sports Complex for (i) employee payroll, benefits, relocation costs, bonuses and related costs; (ii) costs of operating supplies (including general office supplies); (iii) advertising, marketing, group sales, public relations costs, sponsorship brochures (sponsorship inventory), promotional materials development, promotional sales meetings, mailing costs, website development, advertisement costs (radio, television, cable, print and other advertising mediums); (iv) cleaning expenses, (v) data processing costs; (vi) dues, subscriptions and membership costs; (vii) service contracts, including without limitation contracts for engineering services, electricity, steam, gas, fuel, maintenance, staffing personnel, and other services which are deemed by Manager to be either necessary or useful in operating the Sports Complex; (viii) printing and stationery costs, (ix) postage and freight costs, (x) equipment rental costs; (xi) Maintenance Expenses; (xii) security expenses; (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager or subcontractor employees; (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, (xvii) computer, software, hardware and training costs, (xviii) parking expenses; (xix) utility expenses, (xx) office expenses; (xxi) audit, accounting and legal fees; (xxii) bond and insurance costs, including, but not limited to personal property, liability, and workers’ compensation insurance; (xxiii) reimbursement of specifically identified contributions previously made by the City to the Sports Complex Operating Costs in any prior period; and (xxiv) vendor and concessions agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements required in the ordinary course of business in operating the Sports Complex. In the event the City is caused to assume the management and operation of the District’s Sports Complex, the Sports Complex Operating Costs also include City expenses and costs incurred for the management and operation of the Sports Center to the extent not paid or reimbursed by the CID under the first sentence, excluding expenditures for Capital Improvements, which are authorized to be paid by the District.

**“Sports Complex Operating Revenues”** shall mean all revenues generated from the operation of the Sports Complex pursuant to operating and management agreement(s), including tournament entry fees income, practice field rental fees, event fees, ticket proceeds income, rental income, concessionaire income, merchandise income, advertising sales income, miscellaneous operating income, parking income, leasing income, food sales income and all other sources of revenue generated within or by operation of the Sports Complex but shall not include District Sales Tax Revenues and income generated from private development, including privately owned food and beverage vendors within the Sports Complex.

**“Unified Development Ordinance”** means the Unified Development Ordinance of Lee’s Summit, Missouri.

## ARTICLE 2: REPRESENTATIONS

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

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

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

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that the funding and construction of the CID Improvements is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements are reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. 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.

### **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. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City and the State of Missouri through: (i) the creation of

temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development.

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 of the Developer herein, and such execution and delivery has been duly and validly authorized and approved 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 thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. To the best of the Developer's knowledge, no litigation, proceedings or investigations are pending or threatened against the Developer or any member of the Developer or the CID Improvements, 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: DISTRICT SALES TAX**

**Section 3.1. Imposition of the District Sales Tax.** The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.0% while any Reimbursable Project Costs are unreimbursed. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District Sales Tax shall remain in effect at the rate of 1.0% for the life of the District, which includes a time period no less than while any Reimbursable Project Costs are unreimbursed and while any Obligations remain outstanding. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement, until the Reimbursable Project Costs and Obligations have been fully retired.

**Section 3.2. Collection and Administration of the District Sales Tax**

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City, while any Reimbursable Project Costs are unreimbursed and while any Obligations remain outstanding, to perform all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from

the Missouri Department of Revenue all of the District Sales Tax Revenues, in accordance with this Agreement.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be disbursed according to Section 3.5.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering and enforcing the District Sales Tax in the amount of one and one- percent (1. %) of the total District Sales Tax Revenue. The Administration Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District, including those amounts that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan.

D. In the event that the Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under **Section 3.2**, then the City shall receive reimbursement for those actual costs that exceed the Administrative Fee, after presentment to the Board of Directors itemized invoices with narratives and hourly costs reflective of the work performed, and are approved by the Board of Directors, either by approval of the Budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

**Section 3.3. District Operating Costs.**

The District shall pay for the District Operating Costs from Non-Captured District Sales Tax Revenues. The District Operating Costs shall be included in the Budget, as provided in Section 4.4.

**Section 3.4. Enforcement of the District Sales Tax.**

The District authorizes the City, in accordance with this Agreement, and to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as District Operating Costs, and paid as provided in Section 3.2.C and D.

**Section 3.5. Distribution of the District Sales Tax Revenues.**

Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter for the life of the District, 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. While Reimbursable Project Costs remain unreimbursed or if any Obligations have been issued and while such Obligations remain outstanding:

1. The Captured District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and

shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee from the Non-Captured District Sales Tax Revenues.

3. The City, on behalf of the District, shall pay the District the remaining Non-Captured District Sales Tax Revenues to the District, excluding any portion thereof pledged by the District to pay the Obligations if any Obligations have been issued, and to pay Operating Obligations reimburse Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement.

B. If all Reimbursable Project Costs have been reimbursed and if all Obligations have been fully retired and in accordance with the CID Act:

1. If tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, the Captured District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee. Such payment shall be made from the Non-Captured District Sales Tax Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

3. The City, on behalf of the District, shall pay the remaining Non-Captured District Sales Tax Revenues to the District, excluding any portion thereof used to reimburse Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement

4. If tax increment financing is no longer in effect within the District, and the Reimbursable Project Costs have been fully paid, the District shall notify the Missouri Department of Revenue that the District Sales Tax Revenue shall be disbursed to the District for distribution in accordance with the Budget and District resolutions which appropriate the District Sales Tax Revenues.

**Section 3.6. Effect of Obligations.**

The Parties acknowledge the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.5 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues. Nothing in the Bond Documents shall lessen the amount of, or change the timing of Developer's receipt of, Captured District Sales Tax Revenues, without the written consent of the Developer in its sole discretion.

**Section 3.7. Records of the District Sales Tax.**

The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District on a monthly basis.

**Section 3.8. Repeal of the District Sales Tax.**

The District Sales Tax has been approved by the qualified voters of the District for the life of the District, with no set expiration. It is not the intent of the District, at any time, to repeal the District Sales Tax. In the event, the District decides to repeal the District Sales Tax, the District shall do so in accordance with the CID Act. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and District Operating Costs.
- B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

**ARTICLE 4: FINANCING DISTRICT PROJECTS**

**Section 4.1. Design and Construction of CID Improvements.**

A. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in compliance with the Redevelopment Agreement and in accordance with the City’s Design and Construction Manual. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Improvements. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. Developer shall comply or cause compliance with the City’s Unified Development Ordinance, as applicable, when constructing the CID Improvements. Developer shall prepare or cause to be prepared construction plans and specifications to the City for approval as part of the building permitting process. For any CID Improvements located within the public rights-of-way and/or public improvements to be dedicated to public use, the Developer agrees to submit preliminary plans and specifications to the City’s Public Works Department for review for compliance with the City’s Design and Construction Manual and applicable City codes. . The City may request changes to the construction plans and specifications for any CID Improvements located within the public rights-of-way and/or public improvements to be dedicated to public use, and such changes shall be incorporated into the plans and specifications prior to construction.

C. Developer shall indemnify, protect, defend and hold harmless the City and the District, and their respective officers, directors, members, commissioners, employees and agents from and against any and all claims, demands, liabilities and costs, including reasonable attorneys’ fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, or licensees acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the property within the District or a portion thereof and the CID Improvements, except for any claims, demands, liabilities and costs incurred due to the negligence or willful misconduct of City or District, or their respective employees, agents or assigns.

**Section 4.2. Financing the CID Improvements.** The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and other costs authorized by this

Agreement and the District's Board of Directors. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements. Reimbursable Public Improvement Costs shall be paid to the extent that funds are available from the proceeds of Obligations or from District Sales Tax Revenues in the order of priority set forth in **Section 3.5**.

**Section 4.3. Ownership and Maintenance of CID Improvements.** The City shall have no ownership of the CID Improvements, and the District or Developer shall at all times be responsible for maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

**Section 4.4. Annual Budget.** The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget shall be submitted to the City Manager for comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the Budget for the prior Fiscal Year.

## **ARTICLE 5: SPORTS COMPLEX RECORDS**

### **Section 5.1. Records.**

The District agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, and in compliance with state and constitutional laws applicable to political subdivisions, related to its operations in connection with the management of the Sports Complex. The City or its authorized agent shall have the right to audit and inspect the District's Sports Complex records from time to time upon reasonable notice and during the Sports Complex's ordinary business hours.

### **Section 5.2. Budget.**

The District shall annually prepare a Sports Complex Operating budget to be included in the District's Annual Budget, as provided for in Section 4.4.

### **Section 5.3. Audit.**

The District may arrange for a certified audit report on the accounts and records as kept for the Sports Complex (the "**Audit**"). When an Audit is conducted, a copy of the Audit will be delivered to the City upon approval by the District Board of Directors.

## ARTICLE 6: DISTRICT OPERATIONS AND MANAGEMENT

### Section 6.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. Three (3) of the directors shall at all times be qualified representatives with no additional qualification except those provided by state and constitutional law (the “**Developer Directors**”) who are designated by the Developer, and two (2) of the directors shall at all times be representatives of the City (the “**City Directors**”) as set forth in the Petition.

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Directors are representatives of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Directors.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor’s appointment of the Developer Directors shall satisfy the Board composition requirements of this Section. The Board of Directors may annually prepare a slate of proposed candidates for successor director positions for the Developer Directors, which shall serve as a recommendation to the Mayor for the appointment of successor directors. In the event of a vacancy on the Board of Directors, the remaining directors shall elect an interim director to fill the vacancy for the unexpired term, provided that the successor director shall meet the qualifications of a Developer Director or a City Director as described in this Section.

**Section 6.2. District Meetings.** The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting and are provided with a reasonable opportunity to participate in all District meetings, either in person or by phone.

## ARTICLE 7: SPORTS COMPLEX OPERATIONS AND MANAGEMENT

### Section 7.1. Ownership of the Sports Complex.

A. Agreement to Transfer the City Land. The City shall transfer certain portions of the City Land in fee simple to the CID to be used for the Sports Complex (the “**Sports Complex Property**”). The CID and the City will enter into a Real Estate Sale Agreement to memorialize the terms and conditions of the Sports Complex Property.

B. Closing Date. Unless the Parties agree otherwise in writing, the Closing Date on the transfer of the fee simple interest in the Sports Complex Property will not occur until the conditions set forth in the Real Estate Sale Agreement have been satisfied.

C. Fees and Commissions. Each party represents to the other that no real estate broker, finder or agent has any claim for compensation or expenses as a result of any transactions involving the transfer of the City Land.

D. Consideration. The City Land Reimbursement shall serve as compensation to the City for the transfer of the City Land as described in paragraph A of this Section. This compensation shall be as set forth in the applicable real estate agreement. If compensation for the Sports Complex Property is

paid by the CID from funds loaned or advanced to the CID, then the CID may provide reimbursement to the appropriate party according to an agreement between the CID and the party that loaned or advanced such funds.

E. Ownership of the Sports Complex. The District will own the Sports Complex once the conditions pursuant to the Real Estate Sale Agreement, Redevelopment Agreement. Any data, equipment or materials furnished by the City to the District or acquired by the District with City funds, exclusive of City TIF Special Allocation funds, to be used at the Sports Complex, shall remain the property of the City, and shall be returned to the City when no longer needed by the District.

## **Section 7.2. Management and Operation Services.**

A. The Developer, on behalf of the District, agrees to perform or furnish or cause to be performed or furnished, all of the management and operation services for the Sports Complex. The District and the Developer shall enter into a separate operating and management contract which shall establish the terms and conditions under which Developer will perform the management and operation duties. Developer may enter into sub-contracts for applicable portions of the management and operation services to be provided under this Agreement, provided that Developer shall at all time have primary responsibility for the management and operation services for the Sports Complex.

B. In the event that the Developer ceases to perform the management and operation services for any reason, the District shall continue to provide for or perform the management and operation services.

## **ARTICLE 8: SPECIAL COVENANTS**

### **Section 8.2. Consent by Developer, Tenants and Transferees.**

A. To the extent practicable and using best efforts, Developer shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

**Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the I-470 and View High Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), that the District imposes a sales tax on Tenant’s eligible retail sales that will be applied toward the costs of the CID that will provide a generalized benefit to the District. Tenant shall forward to the District sales tax information in substantially the form of the Tenant’s State of Missouri sales tax returns for its property located in the District when available. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall insert in any document transferring any interest in real property within the CID area, and shall use its best efforts to cause any transferee to insert language reasonably similar to the following, provision:

**Community Improvement District:** Grantee acknowledges and consents that the Property is a part of the I-470 and View High Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), and that

the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District sales tax information in substantially the form of the State of Missouri sales tax returns for the Property when and as they are available. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. To the extent practicable and using best efforts, the Developer shall enforce the lease/sales contract obligation set forth in this Section..

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

E. Developer acknowledges that the District is implemented for the purpose of funding CID Improvements that benefit the District and the community of Lee's Summit, Missouri. Developer agrees not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax. Developer further agrees to cooperate in good faith regarding any effort by the City and District to add additional property to the District when requested by the City.

## **ARTICLE 9: DEFAULTS AND REMEDIES**

**Section 9.1. Default and Remedies.** An Event of Default shall occur upon the failure by either 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 the other Party, 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.

**Section 9.2. 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 9.3. 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 9.4. 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 10: MISCELLANEOUS**

**Section 10.1. 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 10.3. 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 10.4. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 10.5. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 10.6. 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 10.7. 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 10.8. City 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 input from the City Council before granting any approval.

**Section 10.9. 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 10.10. 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 District within thirty (30) days of the effective date of this Agreement, on parcels within the District boundaries, including parcels owned by the City, and proof of recording shall be provided to the City.

**Section 10.11. Electronic Transaction.**

The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 10.12. Common Representation.**

The Developer and the District agree that the engagement of common special legal counsel for the Developer and the District does not materially limit the representation of the Developer and the District and will not adversely affect the relationship between the Developer and the District. To the extent that such common legal representation presents a conflict of interest, the Developer and the District hereby consent to the common representation.

*[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**

[Seal]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Gilmore & Bell, Special Counsel

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

On this \_\_\_\_ day of March, 2017 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 VIEW HIGH COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
William Brown, Chairman

[Seal]

ATTEST:

\_\_\_\_\_  
Secretary

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

On this \_\_\_\_ day of March, 2017, before me appeared William Brown, who being by me duly sworn, did say that (s)he is the Executive Director of the **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement 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: \_\_\_\_\_

[Seal]

ATTEST:

\_\_\_\_\_  
Secretary

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

On this \_\_\_\_\_ day of March, 2017, before me appeared \_\_\_\_\_, who being by me duly sworn, did say that 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

### CID IMPROVEMENTS

#### PROJECT LIST

The Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District and in accordance with a cooperative agreement between the City and the District:

The construction, reconstruction, installation, repair, and maintenance of the following improvements:

- a) 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.
- b) The connection of View High Drive from the Roundabout in a) west, to existing View High Drive, approximately 400 LF.
- c) The construction of View High Parkway from the Roundabout mentioned in a), north approximately 1500 LF to and including a proposed roundabout.
- d) The construction of River Road approximately 1500 LF from the roundabout mentioned in c), southeast to and including a roundabout due east of the roundabout mentioned in a).
- e) The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in a) to the roundabout mentioned in d) including the two bridges required to cross the little blue river.
- f) The construction of 98<sup>th</sup> Street for a length of approximately 800 LF from the roundabout mentioned in c) northeast to the City limit.
- g) Mass grading of land adjacent to infrastructure improvements described in items a) through f).
- h) The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items a) through f).
- i) The construction of Athletic Fields including support buildings, fencing, lighting, benches, bleachers, signage, internal vehicle and pedestrian drives and paths, and all related appurtenances.
- j) The construction of walking trails, appurtenances and associated pedestrian bridges.
- k) Construction of improvements to I-470 and View High interchange.
- l) Any earthwork, landscape, sidewalks, trails, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items a) through l).

**EXHIBIT B**

**FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE**

**I-470 AND VIEW HIGH  
COMMUNITY IMPROVEMENT DISTRICT**

\_\_\_\_\_  
**Lee's Summit, Missouri**

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March \_\_, 2017

Missouri Department of Revenue  
Customer Services Division  
Sales/Use Tax  
P.O. Box 3380  
Jefferson Village, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the I-470 and View High Community Improvement District to the City of Lee's Summit, Missouri

Dear Sir or Madam:

The I-470 and View High Community Improvement District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to the City of Lee's Summit, Missouri (the "**City**") all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement ("**Cooperative Agreement**") entered into between the District and the City dated March \_\_, 2017, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

\_\_\_\_\_  
Executive Director of the  
I-470 and View High Community Improvement  
District

**EXHIBIT C**

**LEGAL DESCRIPTION OF CITY LAND**

All of Lots 1, 2, 3 and 4 and Tract A within the Final Plat of Paragon Star, a subdivision within Jackson County, Lee's Summit, Missouri, and also all areas platted as rights-of-way for View High Parkway, River Road and Paragon Parkway within the Final Plat of Paragon Star.