

**REDEVELOPMENT AGREEMENT**  
**among the**  
**THE CITY OF LEE'S SUMMIT, MISSOURI,**  
**THE COLBERN RIDGE**  
**COMMUNITY IMPROVEMENT DISTRICT,**  
**and**  
**COLBERN-RICE INVESTMENTS, LLC**

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**To implement the**  
**Colbern Ridge CID Petition**  
**and the**  
**Colbern Ridge LCRA Redevelopment Plan**

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**dated as of**  
**\_\_\_\_\_, 2023**

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## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT (“Agreement”)**, entered into as of this \_\_\_\_day of \_\_\_\_\_, 2023, 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 **COLBERN RIDGE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **COLBERN-RICE INVESTMENTS, LLC**, a Missouri 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 City Council of the City of Lee’s Summit, Missouri (the “**City Council**”), did on June 13, 2023, pass Ordinance No. 9680, which approved the formation of the District and the Petition to Establish the Colbern Ridge Community Improvement District (the “**Petition**”) which includes the property which is legally described in **Exhibit A** and depicted in **Exhibit B** (the “**Property**”); and

**WHEREAS**, on May 24, 2023, the Land Clearance for Redevelopment Authority of Lee’s Summit, Missouri (the “**LCRA**”), recommended that the City approve the Colbern Ridge LCRA Plan (the “**LCRA Plan**”) and approved Resolution No. 2022-3, with additional recommendations, and delegated all necessary authority to the City Council to carry out the implementation of the LCRA Plan pursuant to the Land Clearance for Redevelopment Authority Act set forth in Sections 99.400 through 99.715 of the Revised Statutes of Missouri (the “**LCRA Act**”); and

**WHEREAS**, on June 6, 2023, the City Council held a public hearing regarding the proposed LCRA Plan, and thereafter on June 13, 2023 approved Ordinance No. 9679 which approved the LCRA Plan, which has boundaries which are coterminous with the area legally described in **Exhibit A** and depicted in **Exhibit B**, which established the authority for the City to issue a tax exemption certificate for the purchase of construction materials that will be used in the Project upon the transfer of the Property to the City and the execution of a Lease Agreement which leases the Property to Developer while the Public Improvements Project is undertaken and during the designated abatement period under the LCRA Plan; and

**WHEREAS**, through the approval of Ordinance No. \_\_\_\_ on \_\_\_\_, 2023, the City Council also approved this Redevelopment Agreement and authorized its execution; and

**WHEREAS**, on \_\_\_\_, 2023, the CID Board of Directors adopted Resolution No. \_\_\_\_ authorizing and directing the District to enter into this Agreement; and

**WHEREAS**, it is the intention of the Parties that Developer shall be reimbursed for the Public Improvement Costs and other costs authorized to be reimbursed pursuant to this Agreement with Assessment Revenues and District Revenues, up to the “Maximum Reimbursement Amount” as defined in this Agreement; and

**WHEREAS**, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax, the use of the District Revenues, and this Agreement.

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

**ARTICLE 1**  
**DEFINITIONS, RECITALS AND EXHIBITS**

**Section 1.1. Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 1.2. Definitions.** 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:

“**Action**” shall have the meaning set forth in **Section 7.4**.

“**Affiliate**” means any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract, by vote of the CID Board of Directors, or otherwise.

“**Annual Board of Directors Report**” means the Annual Board of Directors Report in substantially similar form to **Exhibit E**, filed with the City by the Developer pursuant to **Section 5.6(E)**.

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

“**Application for Reimbursement**” means the Application for Reimbursement in substantially similar form to **Exhibit D**, filed with the City by the Developer pursuant to **Section 6.3**.

“**Assessment Revenues**” means the revenues which are generated by the Public Improvements Assessment.

“**Available Revenues**” means (i) the District Revenues which become available to make reimbursement payments to Developer in accordance with the terms of this Agreement and (ii) the Assessment Revenues.

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

“**CID Area**” means the property within the CID boundaries.

“**CID Board of Directors**” means the governing body of the District.

“**CID Obligations**” means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District pursuant to the CID Act, subject to the restrictions in **Section 6.4**.

“**CID Petition**” means the petition to establish the District, approved by the City Council on June

13, 2023, by Ordinance No. 9680.

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

“**City Indemnified Parties**” shall have the meaning set forth in **Section 7.2**.

“**City Manager**” means the City Manager of the City.

“**Costs of Formation**” means those costs and expenses which are eligible to be paid under the CID Act and which are or have been incurred by or at the direction of the City, Developer, and the District and their staff, legal counsel, surveyors, engineers and other consultants in the process of preparing for the District, petitioning the City for formation of the District, considering the CID Petition, holding public meetings and hearings and forming the District, negotiating and approving this Agreement, and holding the first meeting of the District, including all activities through the conclusion of the first District meeting.

“**County Assessor**” shall mean the County Assessor of Jackson County, Missouri.

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

“**District Sales Tax**” means the district-wide sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District 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.

“**Event of Default**” means any event specified in **Section 8.1** of this Agreement.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, pandemics, epidemics, 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 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.

“**Governmental Authorities**” or “**Governmental Authority**” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, that have jurisdiction over some or all of the CID Area and the Public Improvements Project, including the City.

“**Land Use Approvals**” means the approval of all rezoning applications, conceptual plans, preliminary development plans, final development plans, preliminary and final plats, minor plats, and all other types of land use approvals pursuant to the UDO. The Parties acknowledge that Ordinance No. 9677 was approved on June 13, 2023, which approved the conceptual preliminary development plan for the Project, Ordinance No. \_\_\_ was adopted on \_\_\_\_\_, 2023 for the gas station / convenience store in the Redevelopment Area.

“**LCRA**” means the City of Lee’s Summit Land Clearance for Redevelopment Authority, which

exercises its powers and authority through its Board of Commissioners.

**“LCRA Plan”** shall have the meaning assigned in the Recitals on Page 1.

**“Lease”** means the Lease Agreement between the City, as “Lessor,” and Developer, as the “Company” and lessee (as such terms are defined in such lease), to implement the LCRA Plan and the sales tax exemption and Public Improvements Assessment provided through the LCRA Plan.

**“Maximum Reimbursement Amount”** shall have the meaning set forth in **Section 6.1**.

**“Maximum Reimbursement Interest”** shall have the meaning set forth in **Section 6.3**.

**“Mayor”** means the Mayor of the City.

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

**“Project”** means, collectively, all of the development that occurs within that portion of the Redevelopment Area as defined in this Agreement pursuant to the LCRA Plan and all other legislative approvals of the City Council.

**“Property Maintenance Code”** means Chapter 16 of the Lee’s Summit Code of Ordinances.

**“Public Improvements Assessment”** shall have the meaning assigned in the Lease.

**“Public Improvements Budget”** means the budget for the CID as set forth in **Exhibit C**.

**“Public Improvements Project”** means, collectively, all of the public improvements work listed in the Public Improvements Budget and which are undertaken by or at the direction of Developer within the CID Area in accordance with the LCRA Plan and the CID Petition, and which are reimbursed from the tax abatement provided by the LCRA Plan and the District revenues in accordance with this Agreement.

**“Redevelopment Area”** means that portion of the area designated for redevelopment pursuant to the LCRA Plan as legally described in **Exhibit A** and depicted in **Exhibit B**. The parties acknowledge that the Redevelopment Area as defined in this Agreement does not include all of the property that was included in the Redevelopment Area of the LCRA Plan and is not coterminous with the boundaries of the CID area.

**“Reimbursable Project Costs”** means those actual and reasonable costs and expenses of the Public Improvements Project, an estimate of which are set forth in the Public Improvements Budget.

**“RSMo”** means the Revised Statutes of Missouri, as amended.

**“UDO”** means the City’s Unified Development Ordinance as set forth in Chapter 33 of the Code of City Ordinances, as amended from time to time.

**“Zoning Requirements”** means those requirements and conditions that are imposed pursuant to the Land Use Approvals.

## **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 the CID 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 Reimbursable Project Costs are authorized in the CID 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 construction of the Public Improvements Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the Public Improvements Project will promote the economic welfare and the 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; (iii) increasing local and state tax revenues and (iv) creating public interest and increased pedestrian and shopping traffic in the CID Area. Further, the District finds that the CID conforms to the purposes of the CID Act.

F. There is no litigation or proceeding pending or, to the knowledge of the District, 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 laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or



result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreements to which the City is a party.

D. The City acknowledges that the construction of the Public Improvements Project is of significant value to the District, the property within the District and the general public. The City finds and determines that the Public Improvements Project will promote the economic welfare and the 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; (iii) increasing local and state tax revenues and (iv) creating public interest and increased pedestrian and shopping traffic in the CID area. Further, the City finds that the CID conforms to the purposes of the CID Act.

E. 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.** The 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. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, any member of the Developer or the Public Improvements Project 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.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Developer therefore covenants, and will provide an affidavit from any general contractor directly employed by Developer to construct the Public Improvements Project attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

**ARTICLE 3  
PUBLIC IMPROVEMENTS PROJECT**

**Section 3.1. Public Improvements Project.**

A. Developer, or its successors and assigns, will undertake the Public Improvements Project in accordance with all Applicable Laws and Requirements. Developer will receive reimbursement only for the improvements listed in the Public Improvements Budget attached hereto as **Exhibit C**, subject to **Article 6**; provided, however, the District and the Developer shall be reimbursed for any Operating Costs, Costs of Formation, and the Maximum Reimbursement Interest. Neither the City nor the District shall have any obligation to design and construct any portions of the Public Improvements Project.

B. Developer and the District shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer, to the extent applicable to any portion of the work performed for the Public Improvements Project. Developer and the District shall indemnify the City for any damage resulting to the City from failure of either the Developer, or any contractor or subcontractor of the Developer, or the District to pay prevailing wages pursuant to all Applicable Laws and Requirements; provided that any indemnification obligation of the District shall be limited to the extent permitted by law.

**Section 3.2. Ownership and Maintenance of Public Improvements Project.** Those portions of the Public Improvements Project which are intended to be dedicated to the City shall be so dedicated in compliance with the City's Design and Construction Manual and the applicable provisions of the UDO.

**Section 3.3. Changes.** Developer shall promptly notify the City in writing of any changes in the location of the principal place of business of Developer and of any other material adverse change in fact or circumstance directly affecting the Public Improvements Project, as reasonably determined by the City.

**Section 3.4. Lease Agreement and Sales Tax Exemption for Construction.**

A. Lease. Developer will transfer or cause to be transferred fee title to the Property to the City to implement the incentives provided by the LCRA Plan. The City and Developer will coordinate on the schedule for this transaction. At the real estate closing, the City and Developer will enter into the Lease which will provide the terms for acquisition of the Property by the City and the lease of the Property to Developer and its assigns for the effective period of the Lease, which duration will coincide with the provisions of the LCRA Plan.

B. Rent. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. Payments for the "Basic Rent" and the "Additional Rent" (as those terms are defined in the Lease) shall be made and disbursed as required by the Lease.

C. Construction Period. During the Term of the Lease, the Developer shall enter into all Construction Contracts with the Construction Contractors for the construction of the Project Improvements on the Property on behalf of the City and all contractors purchasing Materials for the Project on behalf of the City (the "**Purchasing Agents**"). The Developer shall cause each Construction Contract and contracts with Purchasing Agents to include provisions satisfactory to the City:

1. necessary to assure that the Construction Contractor and Purchasing Agent includes in contracts with the Suppliers that sell the Materials necessary for the construction of the Project Improvements: (a) a provision acknowledging that title to the Materials shall pass directly to the City from the Supplier, but only after the Materials have been inspected and accepted by

the Construction Contractor or Developer, acting as the agents of the City; and (b) a provision that requires Suppliers to properly submit detailed invoices for Materials for review and approval to the Developer and the City or the City's designee;

2. stating that the invoices for Materials must reflect that the Developer, Construction Contractor, or a Purchasing Agent is purchasing the Materials on behalf of the City as the City's agent or subagent, respectively;

3. requiring that the Developer and the Construction Contractor keep full and complete records of the Materials purchased on behalf of the City, and providing that the Developer and the City shall each have reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Agreement;

4. providing that all work performed under such contracts shall be in accordance with the LCRA Plan and this Agreement, as applicable; and

5. providing that the Developer, Purchasing Agents and the Construction Contractor acknowledge and affirm that they are each buying the Materials on behalf of, and as agent or subagent, respectively, for, the City and that the Purchasing Agents and Construction Contractor further acknowledge and affirm that any such Materials purchased are the sole property of the City.

D. Agent.

1. The City appoints and confirms the appointment of the Developer as its agent to purchase the Materials for and on behalf of the City pursuant to power and authority delegated to the City by the LCRA. The Developer has the right to make the Construction Contractor and each Purchasing Agent a subagent for the purchase of the Materials and, accordingly, Developer appoints the Construction Contractor and each Purchasing Agent as a subagent for the City for the limited purpose of purchasing the Materials. The City and the Developer confirm that the Construction Contractor and each Purchasing Agent is authorized to appoint its subcontractors as subagents of the City for the limited purpose of purchasing Materials. The City will provide its sales tax exemption certificate to Developer, Purchasing Agents and Construction Contractor for purposes of purchasing the Materials.

2. Notwithstanding anything in this Agreement to the contrary, the Developer acknowledges that the City makes no representation or warranty with respect to any sales tax exemption during the Construction Period. In the event that the City's tax exempt status is reduced or eliminated, or City is otherwise unable to effectively extend sales tax exemption due to: (i) a change in federal or State law as to the purchase of all or any Materials used for construction of the Project Improvements and/or operation of the Project Improvements; or (ii) a lawsuit or administrative proceeding challenging the validity or legality of the sales tax exemption granted by the City during the Construction Period and which results in a determination by a court of competent jurisdiction or by a federal, state or local governing body or agency or department thereof that the sales tax exemption is invalid or illegal, then the Developer shall be fully responsible for payment of any sales or use taxes, interest, fees, charges, or penalties levied or imposed against the City or the LCRA.

3. Developer shall indemnify, protect, defend and hold the City and the LCRA and their respective officers, elected officials, commissioners, agents and employees harmless from and against any and all sales or use taxes, interest, fees, charges, penalties, claims,

demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, resulting or arising from, or otherwise incurred in connection with, the loss of any sales tax exemption and/or any related lawsuit or administrative proceeding.

E. Title. Title to the Materials shall pass to the City directly from the Suppliers, but only after the Materials have been inspected and accepted by Developer acting as the agent of the City (or by the Construction Contractor or another person or entity acting as the Developer's subagent); thereafter title to the Materials shall remain in the City unless and until transferred, together with the City's title to the Property, and the Project Improvements, by the City pursuant to the Lease.

F. Enforcement of Warranties. The Developer, in its capacity as the agent of the City, is granted the right to make on behalf of the City, all warranty, indemnification or other claims to enforce any of the City's warranty rights related to the Materials. The Developer is assigned the benefits derived by the City from the actions of the Developer taken pursuant to this Section, insofar as such rights relate to the Materials.

G. Cost Certifications. As a material inducement for the City to enter into this Agreement, the Developer shall pay, as part of the Administrative Costs, any costs and fees that may be incurred by the City to review and certify invoices for Materials submitted to the City in the event that the City is audited by a state agency, to ensure that the Materials were properly purchased and used in the construction of the Project Improvements, all in accordance with this Agreement.

#### ARTICLE 4

#### NOTICE UPON TRANSFER OF PROPERTY IN THE REDEVELOPMENT AREA

**Section 4.1. Notice to Third Parties.** Developer has recorded against the Redevelopment Area that certain "Declaration of Covenants and Restrictions" which provides actual notice of the presence of the CID, implementation of the LCRA Plan, and the obligations under this Agreement.

#### ARTICLE 5

#### DISTRICT SALES TAX AND DISTRICT OPERATIONS

##### **Section 5.1. Imposition, Collection and Administration of the District Sales Tax.**

A. The CID Board of Directors adopted Resolution No. \_\_, dated \_\_, 2023, that imposes the District Sales Tax within the District boundaries (subject to qualified voter approval). The qualified voters within the District approved the District Sales Tax on \_\_, 2023. The District has notified the Missouri Department of Revenue of the District Sales Tax, which will become effective on January 1, 2024, for a period of twenty-seven (27) years from such date, or such other period to coincide with the termination of the District in accordance with the CID Act. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District official charged with formulating a budget for the District shall request that the CID Board of Directors appropriate the District Revenues in accordance with the budget, the CID Petition, and this Agreement.

B. The Parties acknowledge that the sales tax confidentiality laws of Missouri prevent the City and the District from disclosing the individual sales tax records of any business operating within the District, and further that such laws inhibit the City and the District from sharing sales tax data unless there are at least six (6) businesses contained in any sales tax report. To resolve this issue and to allow the City and the

District to conduct the business of administering the District Sales Tax, Developer shall use commercially reasonable efforts to obtain a consent to release sales tax information in substantial compliance with the attached **Exhibit F** from each business within the District which generates taxable retail sales. If developer is unable to obtain such consent, the City and the District shall be under no obligation to provide confidential sales tax data to Developer or any party working with Developer.

**Section 5.2. Costs of Formation and Operating Costs.** The City and Developer have incurred Costs of Formation which are reimbursable pursuant to the CID Act and this Agreement. The City shall submit invoices to Developer for all Costs of Formation that have been incurred by the City, and such invoices will be paid by Developer to the City within thirty (30) days after receipt of such invoices. All payments to the City by Developer for the Costs of Formation incurred by the City, along with Costs of Formation incurred by Developer, may be reimbursed to Developer in the order of priority set forth in **Section 5.3** for reimbursement of the Costs of Formation. The Operating Costs of the District which are advanced by Developer on behalf of the District shall be reimbursed to Developer with District Revenues in the order of priority set forth in **Section 5.3** for payment and reimbursement of Operating Costs.

**Section 5.3. Distribution of the District Revenues.** 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 Revenues received in the preceding month in the following order of priority:

- A. Pay the City an administration fee equal to 1.0% of District Revenues.
- B. Pay the Operating Costs of the District.
- C. Reimburse Developer for funds advanced by Developer for payment of Operating Costs, and interest thereon.
- D. Make reimbursement payments to Developer for payment of the Costs of Formation, and interest thereon.
- E. Payment of debt service on any CID Obligations authorized pursuant to **Section 6.4**.
- F. Reimburse Developer for any Reimbursable Project Costs until the Maximum Reimbursement Amount has been reached from the payment of Available Revenues.

**Section 5.4. Records of the District.** The District shall use commercially reasonable efforts to promptly provide any District records pertaining to the District Sales Tax or the administration and operation of the District 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 CID Act and applicable state law.

**Section 5.5. Abolishment of District.** Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the expiration of the District Sales Tax in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District shall not implement the procedures for repeal or modification of the District Sales Tax and

abolishment of the District while Reimbursable Project Costs (including Maximum Reimbursement Interest), Operating Costs, or Formation Costs are unreimbursed. Upon repeal of the District Sales Tax, the District shall:

A. Pay all outstanding amounts set forth in **Section 5.3**.

B. Retain any remaining District Revenues 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.

**Section 5.6. CID Board of Directors and Insurance.**

A. The CID Board of Directors shall consist of five members, at least one of which will be a representative of the City.

B. All members of the CID Board of Directors shall meet all qualifications of the CID Act and the Missouri Constitution.

C. Successor members of the CID Board of Directors shall be appointed by the Mayor with the consent of the City Council as provided in the CID Petition and in compliance with Section 67.1451.5, RSMo. In the event of a vacancy on the CID Board of Directors, interim members will be elected by the remaining existing members of the CID Board of Directors in compliance with Section 67.1451.5, RSMo.

D. The District will maintain reasonable levels of directors' and officers' liability insurance throughout its existence. The cost of such liability insurance shall be an Operating Cost of the District.

E. The District and Developer shall coordinate to, no later than fifteen (15) days after the start of each fiscal year, submit the names of the current CID Board of Directors to the City Council. All reports shall be made to the City in an Annual Board of Directors Report in substantially the same form as **Exhibit E**.

**Section 5.7. Pledge of District Revenues and Collateral Assignment of Agreement to Lender.** Developer shall have the right, without the consent of the City, to pledge its right to receive any District Revenues under this Agreement to a lender. Upon Developer's request, the City will send any such revenues to such lender directly until Developer directs otherwise. 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 Developer under this Agreement in the event the lender wishes to exercise the rights of the Developer under this Agreement as assignee of Developer's rights and obligations under this Agreement.

**Section 5.8. Notification of Sales Tax.** The District shall notify the Missouri Department of Revenue of the approval of the District Sales Tax, which notice shall include a list of existing retail businesses currently operating within the District. 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.

**ARTICLE 6**  
**REIMBURSEMENT TO DEVELOPER**

**Section 6.1. Requirements of and Limitations on Reimbursement to Developer.**

A. Developer, or its successors and assigns, will develop and construct the Public Improvements Project in substantial accordance with the CID Petition and the LCRA Plan, and in compliance with all Zoning Requirements. The Developer shall receive reimbursement for Reimbursable Project Costs, any Operating Costs funded by Developer, any Costs of Formation funded by Developer, and the Maximum Reimbursement Interest in accordance with **Section 6.3**.

B. The City and the District shall reimburse the Developer for Reimbursable Project Costs, any Operating Costs funded by Developer, any Costs of Formation funded by Developer, and the Maximum Reimbursement Interest in accordance with **Section 6.3**, as approved by the City pursuant to **Section 6.3**, subject to the limitations set forth in this Section. Reimbursable Project Costs shall be reimbursed from Available Revenues and from no other source of funds. The City shall review and certify Reimbursable Project Costs in accordance with the procedures for review of reimbursement requests as set forth in **Section 6.3**. The reimbursement from Available Revenues under this Agreement shall be used to reimburse Developer only, and shall not be used to make payments to persons who construct improvements on each lot within the Project Site, provided that Developer may assign the right to receive reimbursement payments to one or more lenders as provided herein.

C. The Available Revenues shall be used to reimburse Developer. The Assessments Revenues shall be collected and administered in accordance with the Lease, and the District Revenues shall be collected and administered in accordance with this Agreement. The Available Revenues which are used to reimburse Developer shall be tracked and accounted for by the City. The maximum amount of Available Revenues used to reimburse Developer for Reimbursable Project Costs and other eligible costs and expenses shall equal (i) the Reimbursable Project Costs which are certified by the City up to the maximum amount of \$4,000,000, plus (ii) the Operating Costs, (iii) the Costs of Formation, and (iv) the Maximum Reimbursement Interest (collectively, the “**Maximum Reimbursement Amount**”).

**Section 6.2. Obligation to Reimburse Developer.** The Parties agree that reimbursement of Reimbursable Project Costs will occur on a “pay as you go” basis as Available Revenues are collected by the City and the District in accordance with this Agreement. The City and District will only reimburse the Developer for Reimbursable Project Costs which may lawfully be paid or incurred under the LCRA Act and the CID Act, which become reimbursable under the conditions and restrictions in **Section 6.1**, and which are approved pursuant to **Section 6.3**.

**Section 6.3. Reimbursement Application Process.**

A. The District appoints the City as its agent to administer the reimbursement application process. Any reference herein to reimbursement by the District shall mean reimbursement by the City on behalf of the District. All requests for reimbursement of Reimbursable Project Costs shall be made by the Developer to the City in an Application for Reimbursement in substantially the form as **Exhibit D**. Each Application for Reimbursement shall include itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that each cost identified in the Application for Reimbursement has been incurred and qualifies for reimbursement pursuant to this Agreement.

B. Reimbursement requests must be accompanied by clear evidence of full and actual payment of the qualifying amounts for which reimbursement is sought. A copy of a check is not adequate unless accompanied by evidence that the check cleared the business bank account. Any reimbursement

request must include the following:

1. Invoices or bills documenting clearly what service or product was provided consistent with and correlating to the Public Improvements Budget and its categories.
2. Evidence of actual payment of that invoice or bill; acceptable payment evidence categories are:
  - a. Copies of or actual cleared checks showing the endorsement (deposit markings) on the back of the check indicating the clearing account;
  - b. Copies of checks along with corresponding copies of bank statements indicating that the checks cleared the business bank account; or
  - c. Confirmation letters or documents from the payee indicating receipt of payment for the corresponding invoice or bill.

C. The City and the District will not reimburse the Developer or any other party for any cost that is not eligible for reimbursement under the CID Act, the CID Petition or the terms and conditions of this Agreement. The Parties agree that the individual items which are scheduled to be reimbursed according to the Public Improvements Budget (the “**Reimbursable Line Items**”), to the extent actually incurred by Developer for the Public Improvements Project and certified by the City, up to the Maximum Reimbursement Amount, constitute Reimbursable Project Costs which are eligible for reimbursement in accordance with this Agreement. Developer may, in the aggregate, shift up to 10% of each Reimbursable Line Item for the Public Improvements Project to another Reimbursable Line Item for the Public Improvements Project without consent from the City, provided that the total amount of reimbursement for the Public Improvements Project shall not exceed the Maximum Reimbursement Amount and upon providing written notice to the City of the amounts shifted between Reimbursable Line Items through Application for Reimbursement. Shifts between line items in an amount greater than 10% may be approved by the Finance Director following a request for same by Developer through an Application for Reimbursement. The Finance Director may seek the advice and consent of the City Council for such approval. In the event the Finance Director denies said request Developer shall have thirty (30) days to appeal to the City Council for a final determination on the Application for Reimbursement.

D. The Developer may submit an Application for Reimbursement to the Finance Director not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursement within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not eligible for reimbursement under the CID Act, the CID Petition or this Agreement, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs for reimbursement with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from the Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for the Developer to respond to such request by the City. The City’s identification of any ineligible costs shall not delay the City’s approval of the remaining costs on the Application for Reimbursement that the City determines to be eligible.

E. After the City approves an Application for Reimbursement, interest shall accrue at the prime rate established by the Wall Street Journal as the U.S. Prime Rate plus 1.0% from the date the City approves an Application for Reimbursement of Reimbursable Project Costs until such costs are actually



reimbursed with District Revenues (the “**Maximum Reimbursement Interest**”), which shall fluctuate from time to time, not to exceed the highest interest rate allowed by applicable law.

**Section 6.4. Issuance of CID Obligations.** The District may authorize the issuance of CID Obligations upon written approval of the City and subject to the following restrictions:

A. The final maturity date of the CID Obligations shall be no more than twenty (20) years from the date of issuance or the expiration of the term of the District, whichever is sooner; provided the term of the District is twenty seven (27) years from the date that the District was approved by ordinance.

B. The maximum principal amount of the CID Obligations shall not exceed an amount calculated by a financial advisor to the District which is incorporates a projected amortization schedule based upon the development that is either open for business in the CID Area or for which the Developer has executed binding leases in the CID Area, along with the costs of issuance for such obligations. The City Finance Director and the City’s financial advisor shall have the right to review such projections and all terms and conditions of the proposed bond issuance prior to the City providing written approval as required by this Section.

C. Reimbursement of interest on CID Obligations shall be limited to the Maximum Reimbursement Interest, unless otherwise approved by the City in writing.

## **ARTICLE 7 RELEASE AND INDEMNIFICATION**

**Section 7.1. Survival of Termination.** Except as set forth in this Agreement, the indemnification and covenants contained in this Article shall survive expiration or earlier termination of this Agreement.

**Section 7.2. Developer Indemnity.** The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents (collectively, the “**City Indemnified Parties**”) against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the Developer’s failure to comply with any provision of this Agreement, (ii) the gross negligence or intentional misconduct of the Developer, an Affiliate of the Developer, or their respective officers, employees and agents in connection with this Agreement and the Public Improvements Project (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the District or the CID Area, or (iv) otherwise arising out of the construction of the Public Improvements Project or the administration of this Agreement; provided in no event shall the Developer be required to indemnify the City or the City Indemnified Parties for claims or liability arising from any negligence or willful misconduct by the City or the City Indemnified Parties. If the validity or construction of the CID Act and/or any other ordinance of the City adopted in connection with this Agreement or the CID Petition are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any. Any costs, fees, and expenses paid by Developer under this **Section 7.2** shall be Reimbursable Project Costs; provided that, if the event or circumstances giving rise to the claim against the City is due to the failure of the Developer or its contractors to comply with applicable Legal Requirements related to the construction of the Public Improvements Project or otherwise caused by the Developer’s gross negligence or intentional

misconduct, no such costs, fees, and expenses paid by Developer under this **Section 7.2** shall be reimbursable. Notwithstanding anything to the contrary contained herein, the Developer indemnity set forth in this **Section 7.2** shall not be applicable to events which occur after Developer no longer owns any portion of the Public Improvements Project or which occur after expiration or earlier termination of this Agreement.

**Section 7.3. District Indemnity.** The District hereby agrees, to the extent permitted by law, that it will defend, indemnify and hold harmless the City Indemnified Parties and the Developer, its officers, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the District's failure to comply with any provision of this Agreement, or (ii) the negligence or intentional misconduct of the District or its officers, employees and agents.

**Section 7.4. Notification.** If any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is threatened, initiated or made as a result of which the Developer or the District may become obligated to one or more of the City Indemnified Parties hereunder, any one of the applicable City Indemnified Parties shall give prompt notice to the Developer and the District of the occurrence of such event. After receipt of such notice, the Developer or the District, as applicable, at their cost, shall defend, contest and otherwise protect the City Indemnified Parties against the Action utilizing counsel of the Developer's choice. The City Indemnified Parties shall cooperate in good faith with the Developer and its counsel in the defense of an Action. The Developer shall provide to the City regular periodic reports on the status of such Action. If the indemnifying party fails to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so and to hire the counsel of their choice, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer and the District asserting the failure of the Developer, or the District, as applicable, to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer or the District, as applicable.

**Section 7.5. Settlements.** All proposed settlements to any Action shall be subject to the mutual approval of the Developer or the District, as applicable, and the applicable City Indemnified Parties or the City, as applicable. Neither the Developer nor the District, as applicable, nor the City Indemnified Parties nor the City, as applicable, will unreasonably withhold their consent to a proposed settlement.

**Section 7.6. Invalidity of Proceedings.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the District for damages or otherwise if all or any part of the CID Act, the ordinance approving the CID Petition, and/or any other ordinance of the City adopted in connection with this Agreement, the Public Improvements Project, or the CID Petition is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction. If, as a result of a final judgment, the revenue mechanisms and/or the reimbursements to the Developer contemplated by this Agreement cannot be implemented, the City and the District agree, subject to any necessary future legislative approvals by the City Council or CID Board of Directors, as applicable, to make good faith efforts to take all actions necessary to remedy any deficiencies and effectuate the intent of this Agreement.

## **ARTICLE 8 DEFAULTS AND REMEDIES**

**Section 8.1. Default and Remedies.** An "**Event of Default**" shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this

Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure. If cure would reasonably take longer than said thirty (30) day period, and if the Party commences cure within such thirty (30) day period and diligently pursues the same, such cure period shall extend for one hundred twenty (120) days after the other Party has given written notice to such Party specifying such failure.

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 (except that in no event shall the City enjoin the Developer to undergo any construction).

**Section 8.2. 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 8.3. 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 8.4. 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 9 MISCELLANEOUS

**Section 9.1. 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 9.2. 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 9.3. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 9.4. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 9.5. 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 9.6. 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 9.7. 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 District Manager of the District or his or her designee without the necessity of any action by the CID Board of Directors. The District Manager of the District may seek the advice and consent of the CID Board of Directors before granting any approval.

**Section 9.8. 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 9.9. 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 9.10. 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 9.11. 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 9.12. 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:	Colbern Ridge Community Improvement District Attn: Mike Atcheson 3170 NE Carnegie Drive, Suite 400 Lee's Summit, MO 64064
To the Developer:	Colbern-Rice Investments, LLC Attn: Mike Atcheson 3170 NE Carnegie Drive, Suite 400 Lee's Summit, MO 64064
With a copy to:	Polsinelli PC Attn: Curt Petersen 900 W. 48th Place, Suite 900 Kansas City, MO 64112

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 9.13. 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 9.14. 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 9.15. 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 9.16. 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 9.17. Estoppel.** Upon Developer's request, the City shall deliver a written instrument to Developer or any other person, firm or corporation specified by 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 Developer has observed and performed all of the terms, covenants and conditions on the part of Developer to be observed and performed, and if not, specifying the same; and such other matters as reasonably requested by 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: \_\_\_\_\_  
Mark Dunning  
City Manager

[SEAL]

ATTEST: Approved as to Form

\_\_\_\_\_  
Trisha Fowler Arcuri  
City Clerk

\_\_\_\_\_  
David Bushek,  
Chief Counsel of Economic Development & Planning

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared Mark Dunning, to me personally known, who, being by me duly sworn, did say that he is the City Manager 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 Mark Dunning 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]

**DISTRICT:**

**COLBERN RIDGE COMMUNITY  
IMPROVEMENT DISTRICT**

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF JACKSON                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said state, personally appeared Mike Atcheson, who is the Executive Director of the Colbern Ridge Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the Colbern Ridge Community Improvement District 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:



**DEVELOPER:**

**COLBERN-RICE INVESTMENTS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Mike Atcheson, Manager

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF JACKSON        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said state, personally appeared Mike Atcheson, the Manager of Colbern-Rice Investments, LLC, a Missouri limited liability company, known to me to be the person who executed the within Redevelopment 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

### LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND CID AREA

#### Tract 1 (Doc No. 2022E0112828)

All that part of the Northeast Quarter of Section 29 and that part of the Northwest Quarter of Section 28, all in Township 48, Range 31 in Lee's Summit, Jackson County, Missouri described as follows: commencing at the Southeast corner of said. Northeast Quarter of Section 29; thence North 88 degrees 28 minutes 52 seconds West along the South line of said Quarter Section, a distance of 1257.71 feet; thence North 01 degrees 39 minutes 46 seconds East. a distance of 53.94 feet to the intersection of the North right of way of Colbern Road as established and the East right of way of Rice Road as established, said point being the point of beginning; thence continuing North 01 degrees 39 minutes 46 seconds East along the East right of way line of said Rice Road, a distance of 599.14 feet to the Southwest corner of RICE ACRES LOT 2, a subdivision of record; thence South 88 degrees 31 minutes 22 seconds East along the South line of said subdivision, a distance of 399.53 feet to the Southeast corner thereof; thence North 01 degrees 39 minutes 46 seconds East along the East line of said subdivision and also along the East line of RICE ACRES LOT 3 AND TRACT A, a subdivision of record, a distance of 674.29 feet to the Northeast corner thereof; thence South 88 degrees 40 minutes 23 seconds East, a distance of 856.02 feet to a point on the East line of said Northeast Quarter of Section 29, said point also being on the West line of said Northeast Quarter of Section 28; thence South 88 degrees 31 minutes 14 seconds East, a distance of 349.15 feet; thence South 01 degrees 28 minutes 46 seconds West, a distance of 15.12 feet to a point on the edge of water of existing reservoir as located in the field on March 16, 2006; thence Southwesterly along the edge of water of said reservoir to a point on an East/West line described in Document No. 1329187 in Book 1842 at Page 401 as being 603 feet Southerly of the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 29 of said Township and Range; thence North 87 degrees 21 minutes 17 seconds West along said line, a distance of 522.27 feet to a point on an extension of the East line of RICE ACRES LOT 1, a subdivision of Record; thence South 01 degrees 22 minutes 59 seconds West along said extension, a distance of 214.14 feet to the Northeast corner of said subdivision; thence North 88 degrees 38 minutes 46 seconds West along the North line of said subdivision, a distance of 300.00 feet to the Northwest corner thereof; thence South 01 degrees 22 minutes 59 seconds West along the West line of said subdivision, a distance of 435.83 feet to the Southwest corner thereof, said point being on said North right of way of Colbern Road; thence North 88 degrees 38 minutes 46 seconds West along said right of way line, a distance of 499.89 feet to the point of beginning. Except Lot 1 and 2, Colbern Road Investments, Lots 1 & 2, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri. (Doc No 2023E0021976).

And also,

#### Tract 2:

The East 231 feet of the West half of the Southwest Quarter of the Northwest Quarter of Section 28, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri, except the South 414.86 feet of the East 21 feet thereof.

And also,

#### Tract 3:

All that part of the Northwest Quarter of Section 28, Township 48, Range 31 in Lee's Summit, Jackson County, Missouri, described as follows: commencing at the Southwest corner of the Northwest Quarter of said Section 28; thence South 88 degrees 36 minutes 04 seconds East along the South line of said Quarter Section, a distance of 431.31 feet; thence North 01 degrees 44 minutes 29 seconds East, a distance of 56.41 feet to a point on the North right of way line of Colbern Road as established, said point being the point of beginning; thence North 01 degrees 44 minutes 29

seconds East, a distance of 631.34 feet to a point on an East/West line described in Document No. 1329187 in Book 1842 at Page 410 as being 603 feet Southerly of the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 29 of said Township and Range; thence North 87 degrees 21 minutes 15 seconds West along said East/West line, a distance of 371.09 feet to a point on the edge of water of an existing reservoir as located in the field on March 16, 2006; thence Northeasterly along the edge of water to a point being 317.16 feet West of the East line of the West half of the Southwest Quarter of the Northwest Quarter of Section 28 and 15.12 feet South of the North line of the Southwest Quarter of the Northwest Quarter of Section 28; thence North 01 degrees 28 minutes 46 seconds East, a distance of 15.12 feet to a point on said North line; thence South 88 degrees 31 minutes 14 seconds East along said North line, a distance of 317.16 feet; thence South 01 degrees 44 minutes 29 seconds West along said East line of the West half of the Southwest Quarter of the Northwest Quarter of Section 28, a distance of 864.74 feet; thence North 88 degrees 36 minutes 04 seconds West, a distance of 210.00 feet; thence South 01 degrees 44 minutes 29 seconds West, a distance of 408.51 feet to a point on said North right of way line of Colbern Road; thence North 88 degrees 26 minutes 53 seconds West along said right of way line, a distance of 21.00 feet to the point of beginning. (Doc No. 2022E0113021).

And also,

Tract 4

Lot 5, RICE ACRES, Lots 4 & 5, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

And also,

Tract 5

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 48 NORTH, RANGE 31 WEST IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF COLBERN ROAD AS RECORDED IN DOCUMENT NO. 9910056412 IN BOOK 1 AT PAGE 4 AND THE EAST LINE OF RICE ACRES, LOT 1, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 00 DEGREES 12 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 649.18 FEET TO A POINT ON THE EAST/WEST LINE DESCRIBED IN DOCUMENT NO. 1329187 IN BOOK 1842 AT PAGE 401 AS BEING 603 FEET SOUTHERLY OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 48 MINUTES 45 SECONDS EAST ALONG SAID LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 890.15 FEET TO A POINT BEING 231.00 FEET DISTANT FROM THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 17 MINUTES 01 SECONDS WEST ALONG A LINE PARALLEL WITH AND 231.00 FEET PERPENDICULAR TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 630.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST COLBERN ROAD AS RECORDED IN DOCUMENT NO. 9910056412 IN BOOK 1 AT PAGE 4; THENCE NORTH 89 DEGREES 53 MINUTES 09 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 435.78 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89 DEGREES 54 MINUTES 09 SECONDS WEST, A DISTANCE OF 453.39 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART THEREOF IN ROAD.

EXCEPT THAT PART OF THE ABOVE-DESCRIBED TRACT OF LAND NOW PLATTED AS: RICE ACRES, LOTS 4 & 5, a subdivision in the City of Lee's Summit, Jackson County, Missouri, according to the

recorded plat thereof.

And also,

Tract 6

Lot 1, Colbern Road Investments, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri.

And also,

Tract 7

Lot 2, Colbern Road Investments, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri.

**EXHIBIT B**

**DEPICTION OF REDEVELOPMENT AREA AND CID AREA**



**EXHIBIT C**

**PUBLIC IMPROVEMENTS BUDGET**

<b>Item and Description</b>	<b>Cost</b>
Pump Station Upgrades*	\$ 250,000
Turn Lane Improvements	\$ 150,000
Signal Improvements	\$ 500,000
1400' of 12" Water Main (west)	\$ 195,000
Roadway Construction (west)	\$ 575,000
Right Turn Lane	\$ 125,000
Right Turn Lane	\$ 125,000
1600' of 12" Water Main (east)	\$ 225,000
Roadway Construction (east)	\$ 450,000
Regional Detention/Wetland Credits	\$ 1,405,000
<b>Total</b>	<b>\$ 4,000,000</b>

\* The eligible costs for the sewer improvements shall be established pursuant to construction plans which will be approved by the City.

**EXHIBIT D**

**APPLICATION FOR REIMBURSEMENT**

TO: City of Lee’s Summit, Missouri  
Attention: Finance Director

Re: Colbern Ridge LCRA Plan and Colbern Ridge CID

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2023 (the “Agreement”) among the City of Lee’s Summit, Missouri (the “City”), the Colbern Ridge Community Improvement District (the “District”) and Colbern-Rice Investments, LLC (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Public Improvements Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Available Revenues and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this application relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this application is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement, the Developer shall have the right to substitute other eligible costs for payment hereunder.
8. The Developer is not in default or breach of any material term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COLBERN-RICE INVESTMENTS, LLC,**  
a Missouri limited liability company

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

Mike Atcheson, Manager

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

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



**EXHIBIT E**

**ANNUAL BOARD OF DIRECTORS REPORT**

TO: City of Lee’s Summit, Missouri  
Attention: Mayor

Re: Colbern Ridge Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_y \_\_, 2023 (the “Agreement”) among the City of Lee’s Summit, Missouri (the “City”), the Colbern Ridge Community Improvement District (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. For fiscal year \_\_\_\_\_, the current Directors for the Colbern Ridge Community Improvement District Board of Directors are:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e.   Aimee Nassif   \_\_\_\_\_ (City Representative)

2. This Annual Board of Directors Report is filed no later than fifteen (15) days following the start of the fiscal year, pursuant to **Section 5.6(E)** of the Colbern Ridge Community Improvement District Cooperative Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COLBERN RIDGE COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
District Manager

**EXHIBIT F**

**CONSENT TO RELEASE SALES TAX INFORMATION  
Relating to the Colbern Ridge LCRA Plan and the Colbern Ridge CID  
in the City of Lee's Summit, Missouri**

To facilitate the budgeting and reporting requirements which are applicable to implementation of the Colbern Ridge LCRA Plan (the "**LCRA Plan**") by the Colbern Ridge Community Improvement District (the "**District**") and the City of Lee's Summit, Missouri (the "**City**"), and to implement the Redevelopment Agreement dated \_\_\_, 2023 between the District, the City and Colbern-Rice Investments, LLC (the "**Developer**"), the undersigned, being a duly authorized signatory for \_\_\_\_\_ (the "**Company**"), hereby consents and agrees on behalf of Company to

- (1) permit the Budget Officers of the District for the limited purpose of complying with the District's requirements in the Revised Statutes of Missouri to adopt a budget for each fiscal year that the District is in operation and prepare reports which must be delivered to and filed with Missouri state agencies,
- (2) permit the City for the limited purpose of reporting sales tax revenues as required to implement the LCRA Plan and the District, to District officials and persons connected with the Developer for the purpose of providing reimbursement to Developer, and
- (3) facilitate the possible public disclosure of its sales information in connection with the marketing of any bond issues to which the Districts' revenues are pledged,

to release and include in the budget report, other reports required for LCRA Plan and District implementation and described public disclosures, the sales tax revenue data of the undersigned for its business located within the Redevelopment Area of the LCRA Plan and the District boundaries located in the City.

Dated: \_\_\_\_\_, 20\_\_

**[company]**

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

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

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