
COOPERATIVE AGREEMENT

among the

CITY OF KIRKSVILLE, MISSOURI,

and

NORTH BALTIMORE STREET
COMMUNITY IMPROVEMENT DISTRICT

and

KIRKSVILLE COMMONS, LLC

dated as of

_____, 2016

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this ____ day of _____, 2016, among the **CITY OF KIRKSVILLE, MISSOURI**, a political subdivision of the State of Missouri (the “**City**”), the **NORTH BALTIMORE STREET COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **KIRKSVILLE COMMONS, LLC**____ (the “**Developer**”) (the City, District and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, on _____, 2016, Petitioners filed the “Petition to Establish the North Baltimore Street Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the “**Development**”); and

WHEREAS, the City Council of Kirksville, Missouri (the “**City Council**”), did on _____, 2016, pass Ordinance No. _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City which shall provide for the process by which Developer will be reimbursed by the District for Reimbursable Project Costs, the Missouri Department of Revenue will collect the CID Sales Tax Revenues and the District will make payments to the Developer for Reimbursable Project Costs and other costs and requirements as set forth in the Petition; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales Tax, the Missouri Department of Revenue will collect the CID Sales Tax on behalf of the District in accordance with this Agreement, and the CID Sales Tax Revenues will be used to reimburse the Developer for Reimbursable Project Costs and other costs as set forth in the Petition; and

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:

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

“**CID Projects**” means the streets, sewer lines, water lines, storm water basins and storm water control devises, street lighting, traffic control devises, signage of streets and property identification, sidewalks, parking lots, landscaping along public walkways and streets, and any other public improvement within the District, eligible under the CID Act, that are constructed for or in connection with the Development, as set forth in the Petition and further described in **Exhibit “A-1”** attached hereto.

“**CID Sales Tax**” means the sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1.0%).

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

“**City Council**” means the governing body of the City of Kirksville, Missouri.

“**District**” is the North Baltimore Community Improvement District, which includes all real property described on **Exhibit “A”**.

“**Event of Default**” means any event specified in Section 6.1 of this Agreement.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from

performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“**Operating Costs**” means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are 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.

“**Ordinance**” means an ordinance enacted by the City Council.

“**Reimbursable Project Costs**” means all actual and reasonable costs and expenses which are incurred by or at the direction of the Developer or the District with respect to the construction of the CID Project, 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 for the CID Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Project, and the ongoing administration of the District, including but not limited to the following:

- (1) 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 Project and all actual and reasonable costs for the oversight of the completion of the CID Project;
- (2) All Operating Costs of the District; and
- (3) 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 Project and which may lawfully be paid or incurred by the District under the CID Act.

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

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms

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

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID 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 Project; (iii) increasing local and state tax revenues; and (iv) providing necessary parking and other infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri.

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

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

D. There is no litigation or proceeding pending or, to its knowledge, 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 obligations 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 or any member of the Developer or the CID Project. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from the Department of Revenue, which shall be used to reimburse the Developer for Reimbursable Project Costs incurred by the Developer and the District for Operating Costs incurred by the District in the order of priority set forth herein. The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate has been approved (as described in Section 4.3) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. After collection by the Department of Revenue and the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the CID Sales Tax, as needed.

Section 3.3 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.4 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

- A. The District shall pay Operating Costs of the District.
- B. The District shall pay Developer's Reimbursable Project Costs.

Section 3.5 Records of the CID Sales Tax.

The District shall keep accurate records of the CID Sales Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.6 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Project and Reimbursable Project Costs and (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); twenty-five years from the date of implementation of the CID sale tax, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (2) any

portion of the District's obligations remain unpaid. Upon repeal of any CID Sales Tax, the District shall:

- A. Pay all outstanding Operating Costs to the District.
- B. Pay all unpaid Reimbursable Project Costs to the Developer.
- C. Retain any remaining CID 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 CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is to fund and assist in the funding of the CID Project and the Operating Costs incurred by District. The CID Project shall be designed and constructed by or at the direction of Developer, and the District shall have no obligation to design and construct the CID Project. The CID Project shall be designed and constructed on a schedule to be determined by the Developer, in accordance with plans approved by the City. The Developer shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Project. The Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Developer or the District for any damage resulting from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The Developer shall provide or secure the financing of the CID Project. The District shall be allowed and is authorized to issue and incur the District obligations, such as promissory notes to the Developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as **Exhibit "D"**: The Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer's Certificate the reason(s) for withholding its approval. Upon request of the Developer or the Board, the City

shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Annual Budget.

The budget for the District's first fiscal year shall be prepared and submitted to the City within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City's comments, the Board may determine that the budget should be amended. However, if there are no comments from the City or the Board determines that no revisions to the budget are necessary following the City's comments, the budget shall be effective without further action or vote by the Board.

Section 4.5 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, and those agreed upon after obtaining the mutual consent and prior approval of the Developer and the City.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements

as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Developer's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of

any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as providing in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 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 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

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

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

ATTEST:

**THE CITY OF KIRKSVILLE,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**NORTH BALTIMORE STREET
COMMUNITY IMPROVEMENT DISTRICT**

By: _____
CHAIR

ATTEST

By: _____
Secretary

KIRKSVILLE COMMONS, LLC

By: _____

Name:

Title:

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 63, RANGE 15, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1684 FEET EAST AND 597 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 195.5 FEET, ALONG THE WABASH RAILROAD RIGHT OF WAY, THENCE EAST 882 FEET TO THE PLACE OF BEGINNING, ALL IN ADAIR COUNTY, MISSOURI. AND THE EAST HALF OF THE ABANDONED RAILROAD RIGHT OF WAY LYING WEST OF AND ADJACENT TO PART OF THE NORTHEAST FOURTH OF THE SOUTHWEST QUARTER OF SAID SECTION 33, TOWNSHIP 63, RANGE 15 AND DESCRIBED AS BEGINNING AT A POINT 1684 FEET EAST AND 597 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 195.5 FEET, ALONG THE WABASH RAILROAD RIGHT OF WAY, THENCE EAST 882 FEET TO U.S. HIGHWAY 63, THENCE 205.7 FEET ALONG SAID HIGHWAY, THENCE WEST 882 TO PLACE OF BEGINNING. THE SOUTH 97 FEET OF LOT 1, SILVER STAR SUBDIVISION, KIRKSVILLE, MISSOURI. ALSO, THE EAST HALF OF THE ABANDONED RAILROAD RIGHT OF WAY LYING WEST OF AND ADJACENT TO THE SOUTH 97 FEET OF LOT 1, SILVER STAR SUBDIVISION, KIRKSVILLE, MISSOURI.

AND

Parcel 1: COMMENCING AT A POINT THIRTEEN HUNDRED NINETY FOUR (1394) FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST FOURTH (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP SIXTY-THREE (63), RANGE FIFTEEN (15) AND RUNNING THENCE WEST A DISTANCE OF NINE HUNDRED FORTY-TWO (942) FEET TO WABASH RAILROAD RIGHT OF WAY AND RUNNING THENCE NORTH ALONG SAID RIGHT OF WAY FOUR HUNDRED FIFTY-SIX (456) FEET, THENCE EAST NINE HUNDRED FORTY-TWO (942) FEET, THENCE SOUTH FOUR HUNDRED FIFTY-SIX (456) FEET TO THE PLACE OF BEGINNING.

Parcel 2: COMMENCING 1388 FEET AND THREE ONE HALF INCHES NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST FOURTH OF THE SOUTHWEST QUARTER OF SECTION THIRTY-THREE, TOWNSHIP SIX-THREE, RANGE FIFTEEN, THENCE WEST NINE HUNDRED FORTY-TWO FEET, THENCE NORTH FIVE FEET 8 1/2 INCHES, THENCE EAST NINE HUNDRED FORTY-TWO FEET, THENCE SOUTH FIVE FEET 8 1/2 INCHES, EXCEPT THAT PART HERETOFORE CONVEYED FOR HIGHWAY PURPOSES ALONG THE EAST END OF SAID TRACT. A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 63 NORTH, RANGE 15 WEST LYING, BEING AND SITUATE IN THE CITY OF KIRKSVILLE, ADAIR COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 63 NORTH, RANGE 15 WEST, THENCE NORTH 0 DEGREES 19' EAST A DISTANCE OF 1,027.75 FEET TO A POINT ON THE CENTERLINE OF ROUTE 6 AT STATION 813+70.69, THENCE EASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13,750.99 FEET, A DISTANCE OF 890.73 FEET TO THE STATION 826+61.42, THENCE NORTH 87 DEGREES 20' EAST A DISTANCE OF 446.08 FEET TO STATION 831.075, THENCE NORTHERLY AND AT

RIGHT ANGLE TO THE SAID CENTERLINE AT SAID STATION 831+07.5, A DISTANCE OF 150 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ROUTE 6 WITH THE EASTERLY RIGHT-OF-WAY OF LINE OF THE NORFOLK AND WESTERN RAILROAD, THE TRUE POINT OF BEGINNING: THENCE NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE NORFOLK AND WESTERN RAILROAD, A DISTANCE OF 105 FEET, TO A POINT ON GRANTOR'S NORTH PROPERTY LINE, THENCE EAST ALONG GRANTOR'S SAID NORTH PROPERTY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 63, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ROUTE 6, SAID POINT BEING 60 FEET WESTERLY OF AND AT RIGHT ANGLE TO THE CENTERLINE OF U.S. ROUTE 63 AT STATION 482+93, THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ROUTE 6 TO A POINT 125 FEET NORTHERLY OF AND AT RIGHT ANGLE TO THE SAID CENTERLINE OF ROUTE 6 AT STATION 838+85, THENCE SOUTH 87 DEGREES 20' WEST A DISTANCE OF 485 FEET TO A POINT 125 FEET NORTHERLY OF AND AT RIGHT ANGLE TO THE SAID CENTERLINE OF ROUTE 6 AT STATION 834+00, THENCE WESTERLY ON A STRAIGHT LINE A DISTANCE OF 288 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.149 ACRES. THE CENTERLINE OF ROUTE 6 AS REFERRED TO ABOVE IS DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 63 NORTH, RANGE 15 WEST, THENCE NORTH 0 DEGREES 19' EAST A DISTANCE OF 1,027.75 FEET TO A POINT ON THE CENTERLINE OF ROUTE 6 AT STATION 813+72.16, THENCE NORTH 83 DEGREE 38' EAST A DISTANCE OF 398.53 FEET TO A STATION 817+70.69, THENCE EASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13,750.99 FEET, A DISTANCE OF 890.73 FEET TO STATION 826.61.42, THENCE NORTH 87 DEGREES 20' EAST A DISTANCE OF 1,223.58 FEET TO STATION 838+85. THE CENTERLINE OF U.S. ROUTE 63 AS REFERRED TO ABOVE IS DESCRIBED AS BEGINNING AT STATION 485+21.11, SAID STATION BEING AT THE POINT OF INTERSECTION WITH THE CENTERLINE OF ABOVE-DESCRIBED ROUTE 6 AT STATION 840+48.90 THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4,911.15 FEET A DISTANCE OF 228.11 TO STATION 482+93.

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

A. Estimated CID Project Costs

Budget Estimate	Total
Project Cost	
Demolition/Site Work/Grading	435,000
Parking Improvements	525,000
Site Utilities (water, storm water, sanitary, detention, etc..)	575,000
Signage	125,000
Roadwork/Ingress/Egress Improvements	350,000
Signage/Traffic Control	27,000
Professional Fees	317,000
Contingency (6%)	145,000
Total	\$ 2,500,000

EXHIBIT B
MAP OF DISTRICT



**EXHIBIT C
FORM OF
CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Kirksville, Missouri
cc: North Baltimore Street Community Improvement District
Re: Completion and Certification of the _____ Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 2016 (the "Agreement") between the City of Kirksville, MO, the North Baltimore Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.
2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.
3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the Developer may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Developer shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

KIRKSVILLE COMMONS, LLC

By: _____

Name: _____

Title: _____

Approved:

CITY OF KIRKSVILLE, MISSOURI

By: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE 1 TO CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

Itemization of Reimbursable Project Costs
