

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between the City of Republic Missouri (“City”), the Green County Reorganized School District No. 3, also known as the Republic R-III School District (“District”), and Springfield Evergreen Holdings, LLC (“Owner”). City, District, and Owner are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City in Greene County, Missouri, and

WHEREAS, District is a public school district and political subdivision of the State of Missouri, and

WHEREAS, Owner is a limited liability company incorporated in the State of Missouri, and

WHEREAS, Owner is currently the owner of real property in the City of Republic located at 6139 W. Hwy. 60, legally described in the attached “Exhibit A”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District is currently the owner of real property in the City of Republic located at 6139 W. Highway 60, legally described in the attached “Exhibit B”, which is incorporated by this reference into this Agreement, (“Property”), and

WHEREAS, District and City are in the process of developing improvements to the District Property and other surrounding infrastructure that will benefit the public, and

WHEREAS, District and City have recognized the opportunity to partner on the construction of a sanitary sewer line connecting to City’s main sanitary sewer line, benefiting the District property and the City’s overall sanitary sewer system, pursuant to § 70.220, RSMo., and

WHEREAS, in order for District to fully develop the District Property, a sanitary sewer line needs to be constructed on the Property, and

WHEREAS, the purpose of this Agreement is to memorialize the Parties’ agreed upon respective responsibilities for improvements on or to the Property benefiting the District Property and City’s sanitary sewer system.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties mutually agree as follows:

1. Ability to Contract: Owner represents and warrants that it has the ability to enter into this Agreement, and holds all ownership interest in the Property required to execute this Agreement and to fulfill all terms contained herein. City represents and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein. District represents

and warrants that it has the ability to enter into this Agreement and fulfill all terms contained herein.

2. Work Under This Agreement: In exchange for Owner's promises herein, City and District agree that each shall provide for, arrange, construct, complete, plan, or coordinate the respective improvements described in this Agreement of which each is respectively responsible ("Improvements").
 - a. Sanitary Sewer Improvements: District shall plan, construct, and complete a sanitary sewer line on the Property as depicted in the attached "Exhibit C", which is incorporated by this reference into this Agreement, ("Sanitary Sewer Improvements"). The Sanitary Sewer Improvements shall be connected on the south end to the City's main sanitary sewer line. Upon completion of construction, inspection by City, and approval by City, City shall assume ownership of the Sanitary Sewer Improvements and all appurtenances thereto. Construction of the Sanitary Sewer Improvements, connection to the City's main sanitary sewer line, and transfer of ownership to City shall be completed no later than [date] ("Construction Period"). Nothing contained herein shall be construed to restrict District's right to construct the Sanitary Sewer Improvements at any time prior to the expiration of the Construction Period or to continue constructing the Sanitary Sewer Improvements after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Sanitary Sewer Improvements. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Sanitary Sewer Improvements due to changes in work, any act or omissions of Owner or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.
 - b. Fencing Improvements: District shall plan, construct, and complete the fencing removal or erection depicted in the attached "Exhibit D", which is incorporated by this reference into this Agreement, ("Fencing"). District shall be responsible for the proper disposal of all fence materials associated with the removal of the fencing along the southern boundary of the Property. The Fencing will be completed in conjunction with the Sanitary Sewer Improvements and within the Construction Period. Nothing contained herein shall be construed to restrict District's right to construct the Fencing at any time prior to the expiration of the Construction Period or to continue constructing the Fencing after the Construction Period, so long as District is making substantial and continuing progress toward completion of the Fencing. Further, the Construction Period shall be extended as necessary to accommodate delayed progress of the Fencing due to changes in work, any act or omissions of Owner or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of District, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority,

natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

- c. Work Performed: Subject to any commitments made or other obligations agreed to by District, District will be the sole judge of the work required to fully and properly complete the Sanitary Sewer Improvements and Fencing, and meet any other obligations of District under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work to be performed, the engineer(s) selected, the construction methods used, equipment, materials and supplies to be used, the location and quality of the work.
3. Costs of the Improvements:
 - a. District shall be solely responsible for all costs of the plans and/or drawings for the Sanitary Sewer Improvements and Fencing, as well as all costs of construction of the same.
 4. Tax Consequences: No warranty or representation of any kind as to the tax consequences, potential or actual, if any, is made by the Parties under this Agreement or in connection with this Agreement.
 5. Ownership in Improvements: District will have and gain ownership rights in the Sanitary Sewer Improvements located on the Property until such time as ownership of the Sanitary Sewer Improvements is assumed by City, and construction of the Fencing is completed, respectively. Upon completion of the Fencing, Owner will have and gain ownership rights in the Fencing and assume full responsibility for the same. Other than the Fencing as described herein, Owner will neither have nor gain any ownership or other interest in Improvements by way of or under this Agreement.
 6. Easements: Owner agrees to execute the easement shown in the attached "Exhibit E", which is incorporated by this reference into this Agreement, in favor of City. Owner further agrees that during such time as District is constructing the Sanitary Sewer Improvements, District is considered an assignee of City pursuant to the easement shown in Exhibit E. Owner further agrees to execute any easements and/or rights-of-way reasonably required by City and District, in order to perform the work contemplated by this Agreement on the Property, including any temporary construction easements required for the Fencing. Prior to construction, Owner shall provide any such easements to City and District.
 7. Conflict of Interest: No salaried officer or employee of the City or District, no member of the City Council, and no member of District's Board of Education, shall have a financial interest, direct or indirect, in this Agreement.
 8. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing signed by the Parties.

9. Default and Termination: If, through any cause, any Party shall default on its obligations under this Agreement by (1) failing to timely fulfill its duties defined herein, (2) violating any of the covenants, agreements, or stipulations herein, or (3) becoming insolvent, any other Party shall deliver written notice of the default to the defaulting Party. If the defaulting Party fails to cure the default within thirty (30) days of receiving notice from one of the other Parties (or such longer period of time as is reasonably necessary to effect a cure, provided the defaulting Party initiates efforts to cure the default as soon as practicably possible and continues pursuit of the same to completion), then any of the non-defaulting Parties shall have the right to terminate this Agreement by giving at least five (5) business days prior written notice of such termination, specifying the effective date thereof. If a non-defaulting Party elects to terminate under this provision, the defaulting Party shall be responsible to the non-defaulting Parties for all of the non-defaulting Parties' actual costs in the Sanitary Sewer Improvements and Fencing, up to and including the date of termination.
10. Jurisdiction and Venue: This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri.
11. Dispute: In the event of any dispute arising out of or relating to this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve the dispute prior to commencing any litigation. The Parties may also agree to, but are not required to, mutually participate in mediation. In the event of any litigation and/or dispute resolution arising out of or related to this Agreement, each Party will be responsible for its own costs.
12. Liability: Owner acknowledges and agrees that the type of work to be performed under this Agreement may cause temporary damage to the Property. District and City agree to restore or repair any such damage to the Property caused by District or City, their respective workers, subcontractors, or representatives in the course of completing the Sanitary Sewer Improvements and Fencing. For purposes of this section, the final Sanitary Sewer Improvements and Fencing constructed in accordance with this Agreement shall not be considered "damages" to the Property. Each party shall have and maintain during the term of this Agreement sufficient property, liability, property damage, and other types of insurance to protect against any damages that may be incurred during the course of construction of the Sanitary Sewer Improvements and Fencing.
13. Independent Contractor: The Parties to this Agreement are entirely separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
14. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct

transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.

15. Survival: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded to Owner under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City and District. The Parties acknowledge and agree that at the request of any party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City, District, and any current or future owner of the Property without recording thereof.
16. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
17. Whereas Clauses: The “whereas” clauses stated above are incorporated by reference as though fully set forth herein, and shall be considered material terms of this Agreement.
18. Assignment: This Agreement may not be assigned by any party without the prior written consent of all Parties.
19. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
20. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
21. Contingent Upon Funds and Approval: This Agreement is expressly contingent and conditioned upon (1) the allocation of sufficient funds for City to use toward its obligations under this Agreement, and (2) the approval of the City Council for the City of Republic, Missouri, by duly executed Ordinance. The City agrees to obtain approval(s) of its City Council for the allocation of estimated funds as well as any other contingencies necessary to fulfill its obligations under this Agreement prior to or concurrent with execution of the Amendment. Owner acknowledges and agrees it has no standing or right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds or disapproval by its City Council.

22. Supplemental Agreements/Additional Action: The Parties agree to cooperate fully, to execute any supplemental agreements, and to take other additional actions reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Waiver: The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
24. Contract Documents: The Agreement shall consist of the following:
- a. This Development Agreement, fully executed;
 - b. Exhibit A – Owner Property description;
 - c. Exhibit B – District Property description;
 - d. Exhibit C – Depiction of Sanitary Sewer Improvements;
 - e. Exhibit D – Depiction of Fencing;
 - f. Exhibit E – Sanitary Sewer Easement; and
 - g. Any other properly executed amendments or addendums hereto.
25. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City:

City of Republic, Missouri
 Attn: City Administrator
 213 North Main Street
 Republic, Missouri 65738
 DCameron@RepublicMO.com

To District:

Republic R-III School District
 Attn: Dr. Matt Pearce
 636 North Main Street
 Republic, MO 65738
 Matt.Pearce@republicschools.org

To Owner:

Springfield Evergreen Holdings, LLC
 Attn: B. Scott Hinkle, Esq.
 3750 Osage Beach Parkway
 P.O. Box 1710
 Osage Beach, MO 65065
 Shinkle@health-systems-inc.com

*****Signatures appear on next page*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

REPUBLIC R-III SCHOOL DISTRICT

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

SPRINGFIELD EVERGREEN HOLDINGS, LLC

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit A

All that part of Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri, as described in Book 1548, Page 1495 of the Greene County Recorder's Office and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 23 West of the Fifth Principal Meridian, City of Republic, Greene County, Missouri; thence, along the North line of said Quarter-Quarter section, South 88°47'05" East, 1332.52 feet to the Northeast corner of said Quarter-Quarter section; thence, along the East line of said Quarter-Quarter section, South 01°46'00" West, 267.61 feet to the POINT OF BEGINNING; thence continuing along said East line South 01°46'00" West, 560.66 feet to the Northerly right-of-way line of U.S. Highway 60; thence along said Northerly right-of-way line the following three (3) courses: South 57°32'30" West, 15.90 feet; thence South 10°44'25" West, 4.67 feet; thence South 57°30'47" West, 388.10 feet; thence leaving said Northerly line, North 32°26'35" West, 467.38 feet; thence North 57°33'25" East, 722.42 feet to the POINT OF BEGINNING.

Exhibit B

All of the North One-Half (N½) of the Southeast Quarter (SE¼) in Section 2, Township 28 North, Range 23 West, in the City of Republic, Greene County, Missouri.

EXCEPT for that part deeded in Book 2008 at Page 21115-08, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West; thence S89°50'11"W, with the North line of said SE¼ of the SE¼, 100.53 feet (99 feet deed) to the Northerly right-of-way line of US Highway 60 for a true Point of Beginning; thence S56°14'00"W, with said right-of-way line, 200.00 feet; thence N33°46'00"W, 132.90 feet (130 feet deed) to said North line of the SE¼ of the SE¼; thence N89°50'11"E, with said North line, 44.97 feet to an existing North/South fence; thence N01°31'09"E, with said North/South fence, 58.83 feet to an existing East/West fence; thence N86°49'13"E, with said East/West fence, 70.42 feet to an existing North/South fence; thence N04°12'43"E, with said North/South fence, 287.36 feet to an existing East/West fence; thence N83°51'23"E, with said East/West fence and its extension, 207.14 feet to the East line of said SE¼; thence S00°30'02"W, with said East line, 304.64 feet to said Northerly right-of-way line of US Highway 60; thence S57°45'32"W, with said right-of-way line, 41.33 feet; thence S56°14'00"W, with said right-of-way line, 79.58 feet to the true Point of Beginning.

Containing 79.405 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Exhibit C

See attached document.

Exhibit D

See attached document.

Exhibit E

SANITARY SEWER EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2024, by and between Springfield Evergreen Holdings, LLC, a limited liability corporation chartered in the State of Missouri, hereinafter called “Grantor”, and the City of Republic, Missouri, a municipal corporation in the County of Greene, State of Missouri, whose mailing address is 213 N. Main Street, Republic, Missouri, 65738, hereinafter called “Grantee”.

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and convey to Grantee, its successors and assigns, the following described easement, with the right, privilege and authority to Grantee, its successors and assigns, to locate, construct, maintain, repair, reconstruct, replace, operate, extend, patrol, and/or remove its present or future sanitary sewer lines, manholes, sewerage pump stations, and appurtenances thereof, on, through, under and across the following described lands in the County of Greene, State of Missouri, to-wit:

See attached legal description.

The Grantee covenants to maintain the easement in good repair so that no permanent damage will result from its use to the adjacent land of the Grantor or Grantor's successors and assigns. Grantor covenants to and with Grantee that subject to existing easements, if any, Grantor is lawfully seized and possessed of said lands, and have a good and lawful right and power to sell and convey said easement. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. Reserving however to the owner of the fee underlying this easement herein granted the continued use of the surface of said real property, subject to the condition that the erecting of building, walls, fences, and other structures, the planting or growing of trees or shrubs, the changing of surface grade, or the installation of privately-owned pipelines shall be prohibited unless written permission is first obtained from the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

Printed Name and Title

Signature

STATE OF MISSOURI)
)SS
COUNTY OF _____)

On this ___ day of _____, 20___ before me personally appeared _____
_____, to me known to be the _____ of Springfield
Evergreen Holdings, LLC., and who executed the foregoing instrument, and acknowledged that he/she
executed the same on behalf of Springfield Evergreen Holdings, LLC. as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in _____, Missouri the day and year first above written.

My term expires: _____/s/ _____
Notary Public

Print Name

Accepted by the City of Republic under the provisions of Section 120.140 of the Municipal Code on this
_____ day of _____, 20___.

Signature

Printed Name and Title

A Perpetual 15.0' Sanitary Sewer Easement being a part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 2, Township 28 North, Range 23 West, in Tract 1 of Handi-Rak Minor Sub, recorded in Plat Book AAA at Page 269, in the City of Republic, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2015 at Page 024934-15, more particularly described as follows:

COMMENCING at the Northeast corner of said SW¼ of the SE¼, said point also being the Northeast corner of Tract 2 of said Minor Sub; thence S01°45'00"W, along the East line of said Tract 2, a distance of 267.61 feet to the Northeast corner of said Tract 1 for a POINT OF BEGINNING; thence continuing S01°45'00"W, along the East line of said Tract 1, a distance of 18.14 feet; thence S57°32'25"W, a distance of 18.14 feet; thence S01°45'00"W, a distance of 529.70 feet; thence N88°15'12"W, a distance of 15.00 feet; thence N01°45'00"E, a distance of 537.64 feet to a point on the North line of said Tract 1; thence N57°32'25"E, along said North line, a distance of 36.28 feet to the POINT OF BEGINNING.

Containing 8,413 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.