

**CERTIFICATION OF ELECTION RESULTS
BY CHRISTIAN COUNTY CLERK**

To: Brett W. Roubal, Attorney for the Deerbrook Marketplace Community Improvement District.

The following is an Official Certificate of Election Results of the March 6, 2018 Deerbrook Marketplace Community Improvement District Mail-In Election. I hereby certify:

**OFFICIAL BALLOT FOR
DEERBROOK MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT**

QUESTION

Shall the Deerbrook Marketplace Community Improvement District impose a community improvement districtwide sales and use tax at the maximum rate of one percent (1%) for a period of twenty (20) years from the date on which such tax is first imposed for the purpose of providing revenue for payment of expenditures within the District as authorized by the Missouri Community Improvement District Act, 67.1401 through 67.1571 and as authorized by the City of Ozark Ordinance 14-033, as amended?

YES VOTES
4

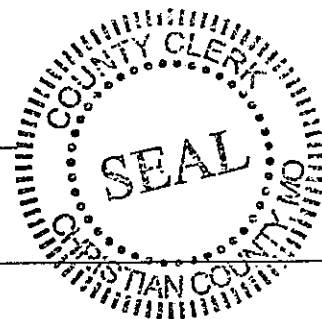
NO VOTES
0

CERTIFICATION OF ELECTION RESULTS

I, Kay Brown, County Clerk/Election Authority of Christian County, Missouri, do hereby certify that the foregoing is a full and accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Kay Brown

County Clerk/Election Authority
Christian County Missouri



MARCH 6, 2018
DEERBROOK MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT

CID ELECTION CERTIFICATION

Official results of the March 6, 2018, Mail-In Election by the Deerbrook Marketplace Community Improvement District located in the City of Ozark, Missouri. There were six absentee ballots sent certified mail to the six listed property owners. There a total of four absentee ballots returned to the County Clerk's Office as of March 6, 2018.

BALLOT

Shall the Deerbrook Marketplace Community Improvement District impose a community improvement districtwide sales and use tax at the maximum rate of one percent (1%) for a period of twenty (20) years from the date on which such tax is first imposed for the purpose of providing revenue for payment of expenditures with the District as authorized by the Missouri Community Improvement District Act, 67.1401 through 67.1571 and as authorized by the City of Ozark Ordinance 14-033, as amended?

YES

NO

SALES & USE TAX

Number of Ballots Cast	4
Number of Ballots Voting "Yes"	4
Number of Ballots Voting "No"	0

We, the four (4) election judges appointed by the County Clerk of Christian County, Missouri, do hereby certify that we canvassed the ballots cast for the Deerbrook Marketplace Community Improvement District Mail-In Election held in Christian County, Missouri on March 6, 2018.

Norma Ryan
Norma Ryan, Republican Election Judge

Paula Brumfield
Paula Brumfield, Republican Election Judge

Eryn Burton
Eryn Burton, Democratic Election Judge

Madi Hires
Madi Hires, Democratic Election Judge

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of March, 2018.

Kay Brown
Kay Brown Christian County Clerk/Election Authority



BALLOT

DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

Shall the Deerbrook Marketplace Community Improvement District impose a community improvement districtwide sales and use tax at the maximum rate of one percent (1%) for a period of twenty (20) years from the date on which such tax is first imposed for the purpose of providing revenue for payment of expenditures within the District as authorized by the Missouri Community Improvement District Act, 67.1401 through 67.1571 and as authorized by City of Ozark Ordinance 14-033, as amended?

YES NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

NOTICE OF ELECTION

I, Kay Brown, County Clerk of Christian County, Missouri, Chief Election Authority for the same, do hereby cause to be published in a newspaper of general circulation in accordance with Missouri Revised Statutes 115.127 a notice of a special election to be conducted in accordance with Missouri Revised Statutes 115.650 through 115.660, known as the "Mail in Election" statutes. All qualified voters shall be eligible to vote in said election in accordance with Missouri election laws as herein provided.

NAME OF DISTRICT HOLDING ELECTION: Deerbrook Marketplace Community Improvement District.

GENERAL BOUNDARIES OF THE DISTRICT: The Deerbrook Marketplace Community Improvement District comprises estimated 23.6 acres of land lying at the northwest corner of the intersection of Hwy 65 and West Highway CC on the south and fronts 21st Street on the east in the City of Ozark, Missouri.

TYPE OF TAX: One question will be on the ballot imposing a sales tax.

RATE OF TAX: The sales tax rate is 1%.

DURATION AND PURPOSE OF TAX: The tax shall have a duration of thirty (20) years and shall be used for public improvements within the District, repay bonds or notes issued by the District, be pledged to secure repayment of such bonds or notes, fund other necessary improvements within the District, and fund the cost of operation of the District.

DATE BALLOTS SHALL BE MAILED TO QUALIFIED VOTERS: Ballots shall be mailed February 19, 2018.

DATE OF ELECTION: March 6, 2018

QUALIFIED VOTERS AS DEFINED WILL CONSIST OF EITHER OF THE FOLLOWING:

- 1. Registered voters who reside within the District. In order to vote in said election said person must be registered voters pursuant to the records of the election authority and as provided in Section 115.137 subsection 1 of the Missouri Revised Statutes as of the thirtieth day prior to the date of the election.
- 2. If no such registered voters reside in the District, the owners of real property located within the District pursuant to the tax records of the Christian County Clerk, for real property as of the thirtieth day prior to the date of the election.

The Ballot must be returned to the Election Authority's office in person, or by depositing the Ballot in the United States mail, addressed to the Election Authority's Office and postmarked, not later than the date of the election. Any qualified voter that did not receive a Ballot in the mail or lost the Ballot received in the mail may pick up a mail-in-ballot at the Election Authority's Office after February 19th, 2018 until and including the day of the election. Election office location is the Office of County Clerk, at 100 West Church Street, Room 304 in Ozark, Missouri.

**OFFICIAL BALLOT FOR DEERBROOK MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT**

BALLOT

Shall the Deerbrook Marketplace Community Improvement District impose a community improvement districtwide sales and use tax at the maximum rate of one percent (1%) for a period of twenty (20) years from the date on which such tax is first imposed for the purpose of providing revenue for payment of expenditures with the District as authorized by the Missouri Community Improvement District Act, 67.1401 through 67.1571 and as authorized by the City of Ozark Ordinance 14-033, as amended?

YES NO

INSTRUCTIONS TO VOTERS:

If you are in favor of the question, darken the oval opposite "YES."
If you are opposed to the question, darken the oval opposite "NO."

Kay Brown, County Clerk/Chief Election Official 12/26/2017
Date

Kay Brown

From: Brett Roubal <broubal@bimlawyers.com>
Sent: Thursday, December 21, 2017 11:34 AM
To: kaybrown@christiancountymogov
Subject: Deerbrook
Attachments: Ord 14-033 and attachments_201608101623.pdf; Ord 16-043 Deerbrook_201610101230.pdf; Resolution for Levy of Sales Tax Deerbrook Marketplace CID.pdf

Ms. Brown:

Following up on our conversation, attached is Ordinance 14-033 creating the Deerbrook Marketplace CID, Ordinance 16-043 which slightly amended it, and the Resolution of the Board of the Deerbrook Marketplace CID levying the sales tax. We would request that you issue ballots to the qualified voters of the district to put the question of the sales tax up for vote as soon as you can do so. The qualified voters in the District are as follows:

65&CC Development, LLC
Attn: Mike Seitz
3800 S. Fremont Ave
Springfield, MO 65804

Deerbrook Development, LLC
PO Box 10001
Springfield, MO 65808

KG Store 700, LLC
Attn: Joel Huston
6400 Westown Parkway
West Des Moines, IA 50266

Golf Course Homes, LLC
Attn: Mike Seitz
3800 S. Fremont Ave
Springfield, MO 65804

65 + CC Developer LLC
Warranty deed
buyer

RLDC, LLC
Attn: Mike Seitz
3800 S. Fremont Ave
Springfield, MO 65804

Orchard Hills, LLC
Attn: Mike Seitz
3800 S. Fremont Ave
Springfield, MO 65804

If you have any questions or need anything further, please let me know.

Thanks!

-Brett


AFFIDAVIT OF PUBLICATION

State of Missouri, County of Christian, ss:

I, Tricia Chapman, being duly sworn according to law, state that I represent the publisher of the Christian County Headliner News, a weekly newspaper of general circulation in the County of Christian, where located; which has been admitted to the Post Office as periodical matter in the city of Ozark, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050 Revised Statutes of Missouri, 2000. The affixed notice appeared in said newspaper on the following consecutive weeks:

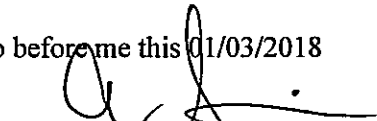
From 01/03/2018 to 01/03/2018 both inclusive.

- 1st insertion, Vol. 57, No. 9, 01/03/2018
- 2nd insertion, Vol. , No. ,
- 3rd insertion, Vol. , No. ,
- 4th insertion, Vol. , No. ,


 Tricia Chapman

Subscribed to and sworn to before me this 01/03/2018

ASHLEY SUDHEIMER
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Commissioned for Christian County
 My Commission Expires: June 28, 2020
 Commission # 16592305



 Notary

My commission expires 6/28/20

Filed and Recorded _____

(Publication Fee, \$395.76)

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YES

NO

INSTRUCTIONS TO VOTERS:

If you are in favor of the question, darken the oval opposite "YES."
If you are opposed to the question, darken the oval opposite "NO."

12/26/2017

Kay Brown, County Clerk/Chief Election Official

Date

BILL NO. 2862

ORDINANCE NO. 16-043

AN ORDINANCE AMENDING ORDINANCE 14-033 PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF OZARK ON JULY 21, 2014 WHICH CREATED THE DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT, BLIGHTING THE DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE AN ATTACHED INTERGOVERNMENTAL DEVELOPMENT AGREEMENT; BY SUBSTITUTING AN AMENDED "EXHIBIT C" INTERGOVERNMENTAL AGREEMENT.

WHEREAS, The Board of Aldermen of the City of Ozark through Bill No. 2714 considered the amended application of Petitioners 65 & CC Development, LLC and Deerbrook Development, LLC for the creation of a Community Improvement District to be known as the Deerbrook Marketplace Community Improvement District (hereinafter CID); and

WHEREAS, After a public hearing held on July 7, 2014 and full consideration of the Bill, the Board of Alderman, on July 21, 2014 unanimously passed the Bill as Ordinance 14-033; and

WHEREAS, Section 4 of the aforementioned Ordinance authorized and directed the Mayor and City Clerk to execute and record an Intergovernmental Development Agreement that was marked "Exhibit C" and attached to the Ordinance; and

WHEREAS, While the Ordinance was duly executed by the Mayor and the City Clerk, the attached "Exhibit C" was not; and

WHEREAS, The "Exhibit C" that was attached to the Ordinance did not accurately reflect the request of the Petitioners in their amended Petition in that the Exhibit indicates that the City will agree to contribute 50% of all City sales tax collected within the District to the costs of the improvements when the amended petition request a 75% contribution of the one cent sales tax; and

WHEREAS, The CID and the Developer have now requested to amend the interest term of the Agreement and further request the Mayor to execute a revised "Exhibit C" attached hereto and incorporated herein by reference, which accurately reflects the City's percentage contribution for the improvements, revised interest calculations, certain grammatical corrections and a corrected completion date.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OZARK, MISSOURI, AS FOLLOWS:

SECTION 1. Ordinance No. 14-033 Passed by the Board of Aldermen and Approved by the Mayor on July 21, 2014 is hereby amended by substituting a document attached hereto, marked "Exhibit 1" and incorporated herein by reference, for the "Exhibit C" referenced in "Section 4: AUTHORIZING AN INTERGOVERNMENTAL DEVELOPMENT AGREEMENT:" of the aforementioned Ordinance.

SECTION 2. In all other respects Ordinance No. 14-033 is affirmed and shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 3rd DAY OF SEPTEMBER 2016.

	AYE	NAY	ABSENT/ABSTAIN
ALDERMAN EDDIE CAMPBELL	X		
ALDERMAN BRUCE GALLOWAY		X	
ALDERMAN NATHAN POSTEN	X		
ALDERMAN JIM STEWART	X		
ALDERMAN TED SMITH	X		
ALDERMAN MELISSA WAGNER		X	

APPROVED THIS 3rd DAY OF SEPTEMBER 2016.



RICK GARDNER, MAYOR

ATTEST:



CHANDRA HODGES, CITY CLERK

(6) Obtain written approval of all plans and final improvements.

b. 65 & CC Development, LLC agrees to:

- (1) Provide the funds or financing for all improvement costs to the Deerbrook Marketplace Community Improvement District.
- (2) Dedicate the necessary right-of-way for the Improvements.
- (3) Develop and market the property for retail business that will generate sales tax revenue to the City.

3. **NOTICE:** Any notice required by this Agreement shall be deemed to be given if it is mailed by first class, United States Mail, postage prepaid and addressed as hereinafter specified.

If to the City, such notice shall be addressed to:
Mayor
Ozark City Hall
205 North 1st Street
Ozark, Mo. 65721

And a copy to:
City Attorney
Ozark City Hall
205 North 1st Street
Ozark, Mo. 65721

If to CID or Developer, such notice shall be addressed to:
Deerbrook Marketplace Community Improvement District
2112 West Vista
Springfield, MO 65807

And a Copy to:
65 & CC Development, LLC
2112 West Vista
Springfield, MO 65807

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

4. **AMENDMENT:** This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

5. **RECORDING:** Upon the effective date of this Agreement, the Agreement shall be recorded in the Recorder of Deeds, Office of Christian County, Missouri, and a copy hereof shall be sent to the Secretary of State of Missouri in compliance with Section 70.300 R.S.Mo., as amended.

6. **EFFECTIVE DATE:** This Agreement shall be binding on the parties hereto only after all legal requirements relating to City entering into this Agreement have been satisfied.

7. **TERMINATION:** If, through any cause, CID or Developer shall fail to fulfill in timely and proper manner their respective obligations under this contract, or if Developer or CID shall violate any of the covenants, agreements, or stipulations of this contract, the City, in its sole discretion may declare Developer or CID in breach of this Agreement and terminate this Agreement by giving written notice to Developer and CID of such termination, setting forth the reason for the breach, and specifying the effective date thereof, giving at least forty-five (45) days before the effective day of such termination provided Developer and CID shall have the right to cure any claimed default within the forty-five day period from the date of the notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps models,

photographs, and reports or other materials prepared by Developer or CID under this contract shall, at the option of the City, become its property, and Developer or CID, as the case may be, shall be entitled to receive just and equitable compensation for any satisfactory work completed.

8. **CONFLICTS:** No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et sec. R.S.Mo. shall not be violated.

9. **ASSIGNMENT:** CID and Developer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to CID from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

10. **CONFIDENTIALITY:** Any reports, data, or similar information given to or prepared or assembled by Developer under this contract, which the City requests to be kept as confidential, shall not be made available to any individual or organization by Developer without prior written approval of the City.

11. **DISCRIMINATION:** CID and Developer agree, in the performance of this contract, not to discriminate on the grounds or because of race, creed, color, national origin or affiliation, against any employee of CID or Developer of applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **AGENCY:** Nothing contained herein shall constitute or designate CID or Developer or any of their respective agents or employees as agents or employees of the City of Ozark, Missouri.

13. **CITY BENEFITS:** Developer and CID shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

14. **LIABILITY AND INDEMNITY:** The parties mutually agree to the following:

a. In no event shall the City or Developer/CID be liable to each other for special, indirect, or consequential damages, except those caused by gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability hereunder shall be limited to the amount of money to be paid or received by the City under this contract.

b. Developer and CID shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**

March 7, 2017

WHEREAS, the City Council of the City of Ozark, Missouri (the "City") duly adopted ordinance 14-033 acting on a petition filed by owners of real property (the "Petition") within the Deerbrook Marketplace Community Improvement District (the "District") and approved the creation within the City of the District; and

WHEREAS, the District is a body corporate and political subdivision created under and exercising the authority granted by the Community Improvement District Act contained in Sections 67.1401 to 67.1571 (the "Act"); and

WHEREAS, the Petition provides for the levy of a sales tax within the District (the "Sales Tax"); and

WHEREAS, under the provisions of Section 67.1545 of the Act, this Resolution shall not be final nor shall the Sales Tax be levied until the Sales Tax authorized by this Resolution shall have been submitted to and approved by the affirmative vote of the qualified voters of the District, by mail in ballot.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Deerbrook Marketplace Community Improvement District, as follows:

Imposition of Sales Tax.

Pursuant to authority granted by and subject to the provisions of Section 67.1545 of the Act, a Sales Tax shall be imposed on sales made by retail businesses operating in the District for a period of twenty (20) years. The rate of Sales Tax shall be 1% on all retail sales made within the District except sales of motor vehicles, boats or outboard motors and sales to public utilities. The Sales Tax shall become effective as provided in Section 67.1545 of the Act and shall be collected as provided in such statute.

Vote.

The Sales Tax levied by this Resolution shall be submitted by mail-in ballot to the qualified voters of the District for their consideration and approval, as required by the provisions of Section 67.1545 of the Act, at the election hereby called and to be held in the District. The ballot shall be in the form attached hereto.

Collection.

The Sales Tax, when approved by a majority of the qualified voters, shall be effective on the first day of the second calendar quarter after the Director of the Missouri Department of Revenue receives notice of the adoption of such Sales Tax and the Department of Revenue shall be

responsible for the collection of the Sales Tax and shall pay such tax collected to the District. The District shall receipt for and deposit the collections in the District's Depository.

Submission of Resolution to County Clerk. The Chairman is hereby directed to submit this Resolution fully executed to the County Clerk of Christian County, Missouri and request in writing that a mail-in election be held in accordance with the Mail Ballot Election Act.



Brett Roubal, Chairman

damage to property which are caused by CID or Developer, their agents, employees, servants or contractors arising out of or in any way connected with the construction or design of the Improvements.

c. Developer and CID assume full responsibility for relations with subcontractors, and shall defend, indemnify and hold harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, claims of subcontractors for payments allegedly owed for labor or materials furnished in connection with this contract.

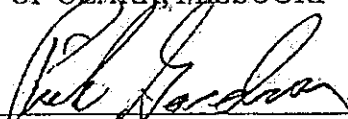
d. This agreement is not intended to create any rights enforceable by any third party beneficiary.

15. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

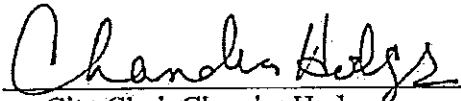
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SIGNATURE PAGE

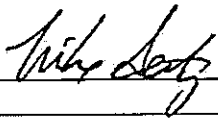
CITY OF OZARK, MISSOURI

By: 
Mayor Rick Gardner

ATTEST:

By: 
City Clerk Chandra Hodges

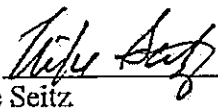
CID:
DEERBROOK MARKETPLACE COMMUNITY
IMPROVEMENT DISTRICT

By: 
Chairman of the Board

ATTESTED:

BY: 
Secretary of the Board of Directors

DEVELOPER:
65 & CC DEVELOPMENT, LLC

BY: 
Mike Seitz
Managing Member

CITY OF OZARK

STATE OF MISSOURI)
)
COUNTY OF CHRISTIAN)

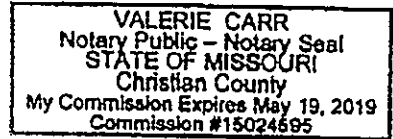
SS.

BE IT REMEMBERED, That on this 10th day of October, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rick Gardner, Mayor of Ozark, Missouri, a City duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Chandra Hodges City Clerk of Ozark, Missouri who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Valerie Carr
NOTARY PUBLIC

My Commission Expires: May 19, 2019



DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

STATE OF MISSOURI)
)
COUNTY OF GREENE)

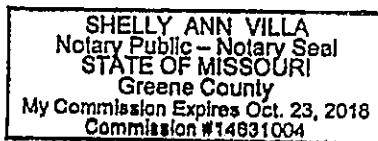
SS.

BE IT REMEMBERED, That on this 5th day of October, 2016 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ Chairman of the Board of Directors of Deerbrook Marketplace Community Improvement District, a political subdivision duly organized, chartered and existing under and by virtue of the laws of the State of Missouri, and _____, Secretary of the Board of Directors of Deerbrook Marketplace Community Improvement District, who is personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of said political subdivision, and such person duly acknowledged the execution of the same to be the act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Shelly Ann Villa
NOTARY PUBLIC

My Commission Expires:
10-23-2018



65 & CC DEVELOPMENT, LLC

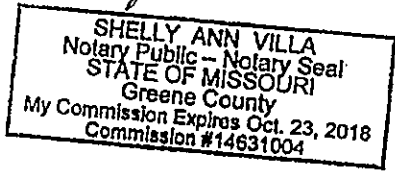
STATE OF MISSOURI)
)
COUNTY OF Greene) ss.

BE IT REMEMBERED, That on this 5th day of October, 2016 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Seitz, Managing Member of the 65 & CC Development, LLC, a Missouri limited liability company, duly organized, chartered and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited partnership.

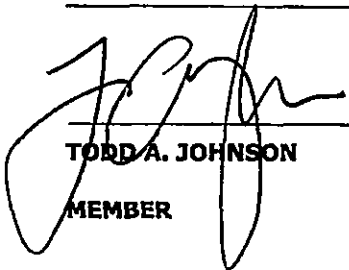
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


NOTARY PUBLIC

My Commission Expires:
10-23-2018



DEERBROOK DEVELOPMENT, LLC □ □




TODD A. JOHNSON
MEMBER

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this 29 day of January, 2010 before me personally appeared TODD A. JOHNSON, , to me personally known who being by me duly sworn, did say that HE are the SOLE AUTHORIZED MEMBER of, DEERBROOKE DEVELOPMENT, LLC, a MISSOURI LIMITED LIABILITY COMPANY, and said TODD A. JOHNSON acknowledged said Instrument to be the free act and deed of said DEERBROOK DEVELOPMENT, LLC

In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in Springfield, Missouri on the day and year last above written.



Notary Public

Fidelity Title Agency 417-887-8836
2010010030

'NOTARY SEAL'
Melinda A. Wright - Notary Public
Dade County - State of Missouri
My Commission Expires Nov. 28, 2012
Commission Number 08408389

IN WITNESS WHEREOF, Grantor has set his signature the day and year first above written.

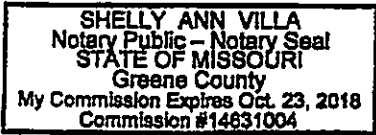
65 & CC Development, LLC

Mike Seitz
Mike Seitz, Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 18th day of December, 2017, before me personally appeared Mike Seitz, member of 65 & CC Development, LLC to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that it executed the same as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State the day and year first above written.



Shelly Ann Villa
Notary Public
Shelly Ann Villa
Printed NAME

My Commission Expires: 10-23-2018

DEED OF TRUST
(Continued)

Page 11

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Texas)
) SS
County of Dallas)

On this 23 day of October 20 17 before me appeared Charles Eastwell - SECRETARY of KG STORE 700, L.L.C., to me known to be the person described in and who executed the foregoing Deed of Trust, as the member or designated agent of KG STORE 700, L.L.C., a limited liability company, and acknowledged that he or she executed the same as the free act and deed of said limited liability company and is acting for and on behalf of and as member or designated agent of the said limited liability company.

Lori Miller
Notary Public [SEAL]

My Commission expires:
4/05/2020

NOTARIAL SEAL
LORI A. MILLER
Commission Number 733782
Commission Exp. Date 04/05/2020



Recording Date/Time: 12/19/2017 at 09:23:57 AM

Instr #: 2017L16560

Book: 2017 Page: 16388

Pages: 2

Fee: \$27.00 \$ 20170016347

BAIRD LIGHTNER MILLSAP LAW OFFICE



Kelly Hall
Recorder of Deeds

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 18th day of December, 2017 by and between 65 & CC Development, LLC, of the County of Greene, in the State of Missouri ("Grantor"), and RLDC, LLC of the County of Greene, State of Missouri ("Grantee").

Grantee Mailing Address: 3800 S. Fremont Ave. Springfield, Missouri 65804.

WITNESSETH, That the said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situate in the County of Christian and State of Missouri, to-wit:

Lot 4, Final Plat of Deerbrook Commercial, a subdivision in the City of Ozark, Christian County, Missouri being part of the South Half of the NE ¼ of Section 4, Township 27 North, Range 21 West, according to that certain Final Plat of Deerbrook Commercial recorded at I-67, Slide 4271 in the Christian County, Missouri Recorder's Office.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto Grantee and unto the Grantee's successors and assigns forever; and Grantor hereby covenanting that the said premises are free and clear of any encumbrances, liens, or judgments incurred created, done or suffered by Grantor, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has set his signature the day and year first above written.

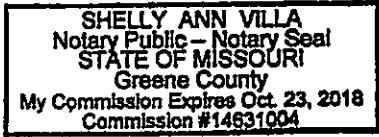
65 & CC Development, LLC

Mike Seitz
Mike Seitz, Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 18th day of December, 2017, before me personally appeared Mike Seitz, Member of 65 & CC Development, LLC to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that it executed the same as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State the day and year first above written.



Shelly Ann Villa
Notary Public
Shelly Ann Villa
Printed NAME

My Commission Expires: 10-23-2018



Recording Date/Time: 12/19/2017 at 09:23:57 AM

Instr #: 2017L16561

Book: 2017 Page: 16389

Pages: 2

Fee: \$27.00 S 20170016347

BAIRD LIGHTNER MILLSAP LAW OFFICE



Kelly Hall
Recorder of Deeds

SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 18th day of December, 2017 by and between 65 & CC Development, LLC, of the County of Greene, in the State of Missouri ("Grantor"), and Orchard Hills, LLC of the County of Greene, State of Missouri ("Grantee").

Grantee Mailing Address: 3800 S. Fremont Ave. Springfield, Missouri 65804.

WITNESSETH, That the said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situate in the County of Christian and State of Missouri, to-wit:

Lot 5, Final Plat of Deerbrook Commercial, a subdivision in the City of Ozark, Christian County, Missouri being part of the South Half of the NE ¼ of Section 4, Township 27 North, Range 21 West, according to that certain Final Plat of Deerbrook Commercial recorded at I-67, Slide 4271 in the Christian County, Missouri Recorder's Office.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto Grantee and unto the Grantee's successors and assigns forever; and Grantor hereby covenanting that the said premises are free and clear of any encumbrances, liens, or judgments incurred created, done or suffered by Grantor, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has set his signature the day and year first above written.

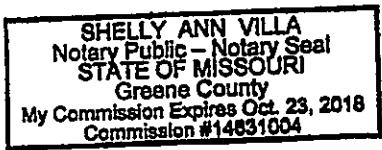
65 & CC Development, LLC

Mike Seitz
Mike Seitz, Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 18 day of December, 2017, before me personally appeared Mike Seitz, member of 65 & CC Development, LLC to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that it executed the same as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State the day and year first above written.



Shelly Ann Villa
Notary Public
Shelly Ann Villa
Printed NAME

My Commission Expires: 10/23/2018



Recording Date/Time: 12/19/2017 at 09:23:57 AM

Instr #: 2017L16559

Book: 2017 Page: 16387

Pages: 2

Fee: \$27.00 S 20170016347

BAIRD LIGHTNER MILLSAP LAW OFFICE



SPECIAL WARRANTY DEED

THIS INDENTURE, Made on the 18th day of December, 2017 by and between 65 & CC Development, LLC, of the County of Greene, in the State of Missouri (“Grantor”), and Golf Course Homes, LLC of the County of Greene, State of Missouri (“Grantee”).

Grantee Mailing Address: 3800 S. Fremont Ave. Springfield, Missouri 65804.

WITNESSETH, That the said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situate in the County of Christian and State of Missouri, to-wit:

Lot 6, Final Plat of Deerbrook Commercial, a subdivision in the City of Ozark, Christian County, Missouri being part of the South Half of the NE ¼ of Section 4, Township 27 North, Range 21 West, according to that certain Final Plat of Deerbrook Commercial recorded at I-67, Slide 4271 in the Christian County, Missouri Recorder’s Office.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto Grantee and unto the Grantee’s successors and assigns forever; and Grantor hereby covenanting that the said premises are free and clear of any encumbrances, liens, or judgments incurred created, done or suffered by Grantor, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has set his signature the day and year first above written.

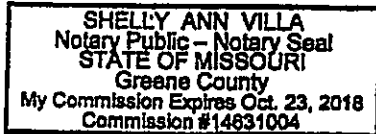
65 & CC Development, LLC

Mike Seitz
Mike Seitz, Member

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 18th day of December, 2017, before me personally appeared Mike Seitz, member of 65 & CC Development, LLC to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that it executed the same as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State the day and year first above written.



Shelly Ann Villa
Notary Public

Shelly Ann Villa
Printed NAME

My Commission Expires: 10-23-2018

EXHIBIT D
**DESCRIPTION OF CURRENT 21ST STREET, WHICH WILL BE ABANDONED AND
CONVEYED TO 65 & CC DEVELOPMENT, LLC BY CITY OF OZARK**

LEGAL DESCRIPTION: Estimated 1 Acre (Part of the right of way of 21st Street or West Outer Road)

Beginning at STA 80+99.72 marker of the Missouri Department of Transportation, including all right-of-way and utility easement from that marker a distance of 507.62 north.

65 & CC Development will obtain a survey and legal description of property prior to conveyance.

INTERGOVERNMENTAL DEVELOPMENT AGREEMENT
For Construction of Certain Street Improvements, 21st & 22nd Street between
THE CITY OF OZARK, MISSOURI, DEERBROOK MARKETPLACE COMMUNITY
IMPROVEMENT DISTRICT, AND 65 & CC DEVELOPMENT, LLC

This Development Agreement, made and entered into this 3rd day of October, 2016 by and among the City of Ozark, Missouri a municipal corporation, duly created, organized and existing as a fourth class city under the laws of the State of Missouri (the "City"), and Deerbrook Marketplace Community Improvement District, a Missouri political subdivision (the "CID") and 65 & CC Development, LLC, a Missouri limited liability company (the "Developer");

WITNESSETH:

WHEREAS, the CID is a Community Improvement District, formed under Sections 67.1401 through 67.1571 of the Missouri Revised Statutes and formed within certain tracts of land as identified in Exhibit A and is proposed to make certain improvements within the District and a property owner which has petitioned that the District make certain improvements within the District, which the Developer has agreed to provide the funding and financing for the District to make such improvements; and

WHEREAS, the CID desires to improve traffic safety by constructing certain street and site improvements described in Exhibit B (the "Improvements"). CID and Developer propose that the City allocate seventy-five percent of the total additional revenue from the one cent general sales taxes imposed by the municipality which are generated by economic activities from the proposed development over the economic activities from the development in the prior calendar year; and

WHEREAS, the Missouri Department of Transportation and Christian County have committed an estimated \$11 million to improvements to State Highway CC and the U.S. Highway 65 overpass, beginning in 2015, and the City of Ozark desires to participate in the improvements to safety and conditions by the relocation of 21st Street connection to State Highway CC farther to the west at a signalized intersection with 22nd Street, and

WHEREAS, the development as proposed will increase sales tax; property tax and other tax revenue to the City, increase retail shopping selection for local residents, provide a way to finance needed public improvements and, in general, enhance the economy and welfare of the City and its residents; and

WHEREAS, the Parties wish to enter into this Agreement in order to generally describe their respective rights, duties and obligations regarding the construction of the Improvements.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein; the parties hereto do hereby covenant and agree as follows:

1. **CITY'S OBLIGATIONS:** City agrees to reimburse CID for the cost incurred to construct the Improvements described in Exhibit B, up to the amount of actual cost as funds become available from seventy-five percent (75%) of the City's portion of the one cent general sales taxes generated by the Development, with interest on the unpaid balance from the date a certificate of completion is issued for the improvements at the lesser of the following: (i) Wall Street Journal Prime (meaning the prime rate as published from time-to-time by the Wall Street Journal) plus one-half percent; or (ii) the actual rate of interest being paid by the Developer to a third-party lender for the financing of the Improvements; or (iii) any applicable statutory limit to interest applicable to this Agreement. Calculation of the new sales taxes shall be made by calculating all net increases in city collected sales taxes from the general sales tax levy above the base line of sales taxes collected. The area has no business within it and generates no current sales taxes. The City's obligation to make payments to CID hereunder is contingent upon:

a. To the extent work under this agreement is performed on City property or right-of-way by CID, or any contractor or subcontractor engaged by CID, insurance to cover city liability and casualty exposures shall be procured and maintained in the same forms and coverages as are customarily required under City construction contracts, together with a performance labor and materials bond in the City's customary form and amount.

b. CID and Developer shall allow ongoing inspection, during construction of the Improvements, by inspectors designated by City.

c. Written approval of the Improvements by the City's building inspector and the Missouri Highway Department shall occur prior to any payments by the City to the CID. Approval by the City shall not be unreasonably withheld.

d. An estimated schedule of payments is attached as Exhibit C. Payments by the City under this Agreement are subject to annual appropriation of funds. It is the intent of the City to continue to pay all payments under this Agreement. The City reasonably believes that funds in an amount sufficient to make payments for each term will be appropriated. This Agreement shall not constitute or create a debt of the City of Ozark, Missouri.

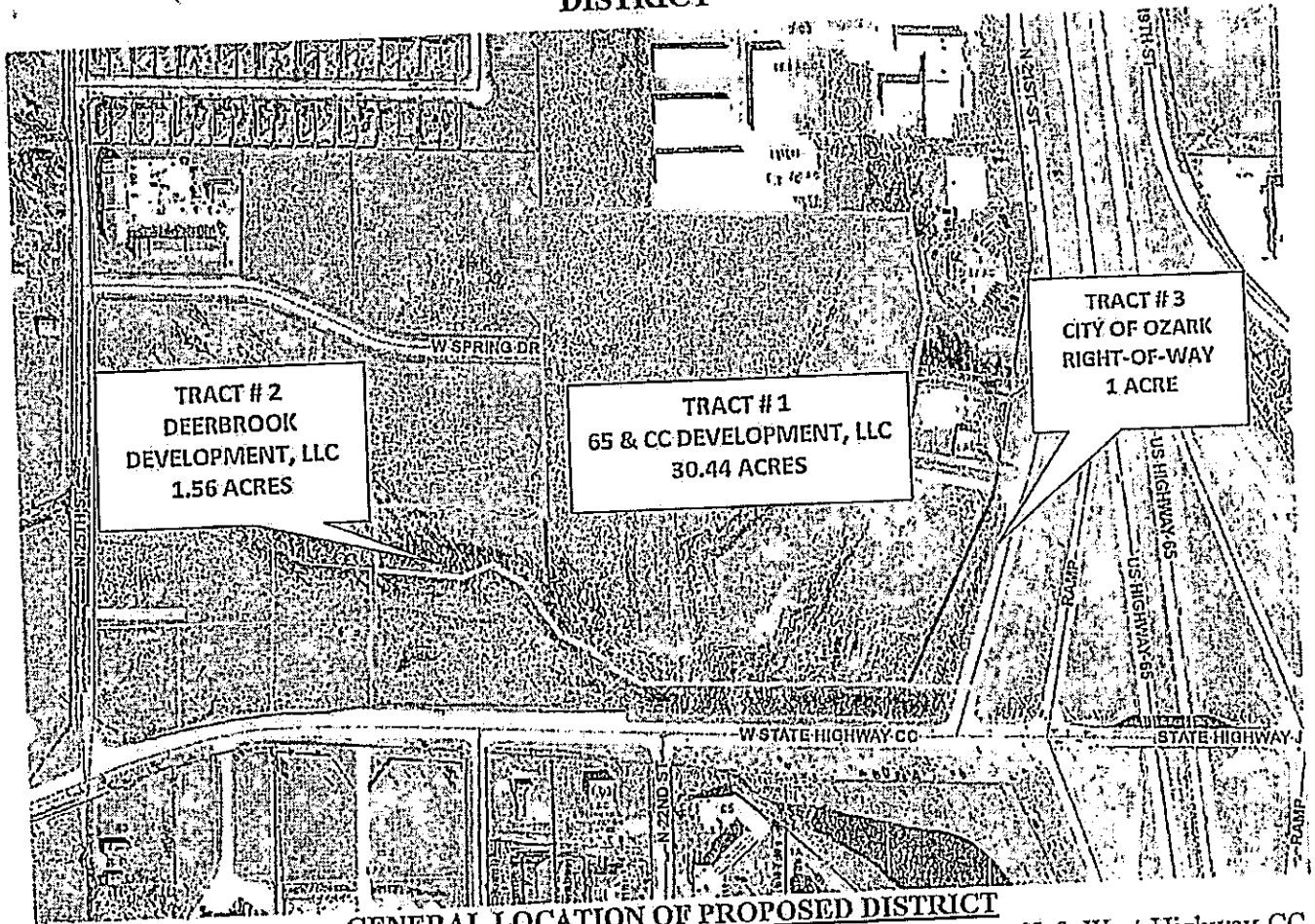
e. Transfer any right of way, which is abandoned from the relocation of 21st Street, as described in Exhibit D upon completion of all Improvements as defined in Exhibit B.

2. **CID'S AND DEVELOPER'S OBLIGATION:**

a. The Deerbrook Marketplace Community Improvement District agrees to

- (1) Construct the newly relocated portion of 21st Street, the extension of 22nd Street and the traffic light at 22nd Street and State Highway CC.
- (2) Comply with all competitive bidding requirements and contracting requirements of the City,
- (3) Complete the Improvements no later than December 31, 2017.
- (4) Obtain required insurance as specified by City.
- (5) Allow ongoing inspections.

MAP OF THE DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT



TRACT # 2
DEERBROOK
DEVELOPMENT, LLC
1.56 ACRES

TRACT # 1
65 & CC DEVELOPMENT, LLC
30.44 ACRES

TRACT # 3
CITY OF OZARK
RIGHT-OF-WAY
1 ACRE

GENERAL LOCATION OF PROPOSED DISTRICT

Estimated 33 acres of land lying in the northwest corner of the Intersection of Hwy 65 & West Highway CC. Property fronts West State Highway CC on the south and fronts 21st Street on the East.

PROPERTY OWNERS

- TRACT 1: 65 & CC DEVELOPMENT, LLC - 30.44 ACRES
- TRACT 2: DEERBROOK DEVELOPMENT, LLC - 1.5 ACRES
- TRACT 3: CITY OF OZARK-21ST STREET RIGHT OF WAY - 1 ACRE

LEGAL DESCRIPTION: Estimated 30.44 Acres

A parcel of land located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE ¼) and the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Four (4), Township Twenty-seven (27) North, Range Twenty-one (21) West, In the City of OZARK, CHRISTIAN County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section Four (4), said point being an existing iron pin; thence south 86°25'12" East and along the North line of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section Four (4), a distance of 591.31 feet; thence South 05°07'46" East, a distance of 167.72 feet to an existing one-half (1/2) inch pin for a point of beginning; thence South 05°05'39" East, a distance of 218.27 feet to an existing iron pin capped LS-2190; thence South 11°37'46" West, a distance of 320.26 feet to an existing iron pin capped LS-2190; thence South 78°20'34" East a distance of 330.76 feet; thence South 17°26'08" West, a distance of 518.13 feet to an existing 80-D being on the North right-of-way line of Missouri State Route "CC" as it now exists; thence North 87°01'43" West along said North right-of-way line a distance of 189.55 feet to a point for curve; thence Northwesterly along a non-tangent curve to the right, with a chord bearing North 87°08'58" West, a chord distance of 358.10 feet, having a central angle of 00°35'55" and a radius of 34277.06 foot, a distance of 358.10 feet; thence North 86°49'40" West, along the right-of-way line of said Missouri State Route "CC", a distance of 149.35 feet; thence leaving said right-of-way, North 57°28'19" West, a distance of 134.76 feet; thence South 35°44'04" West a distance of 33.61 feet; thence North 57°28'19" West a distance of 172.81 feet; thence North 29°50'51" West, a distance of 34.51 feet; thence North 00°41'58" West, a distance of 947.11 feet; thence South 86°06'04" East, a distance of 858.93 feet to the point of beginning, all in CHRISTIAN County, Missouri.

CHRISTIAN COUNTY TAX PARCEL #: 11-0.2-04-000-000-067.000

FINAL PLAT DEERBROOK COMMERCIAL

A SUBDIVISION IN THE CITY OF OZARK
CHRISTIAN COUNTY, MISSOURI
BEING A PART OF THE SOUTH HALF OF THE NE 1/4 OF
SECTION 4, TOWNSHIP 27 NORTH, RANGE 21 WEST

SITE STATISTICS & GENERAL PROVISIONS

8 PROPOSED LOTS
LOT 3: 1.240± ACRES (SMALLEST LOT)
LOT 6: 6.753± ACRES (LARGEST LOT)

TOTAL ACREAGE OF DEVELOPMENT - 23.6± ACRES

SUBJECT PROPERTY IS ZONED C-2 (GENERAL COMMERCIAL DISTRICT).

MIN. FRONT BUILDING SETBACK - 25 FEET

MIN. SIDEYARD BUILDING SETBACK - 5 FEET

MIN. REAR BUILDING SETBACK - 30 FEET

DRAINAGE EASEMENTS, DETENTION BASINS, AND COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

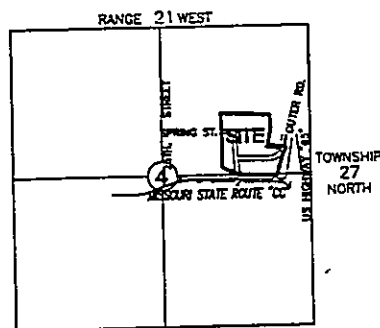
SIDEWALKS ARE REQUIRED ON BOTH SIDES OF THE STREET (THE SIDEWALK WIDTH SHALL COMPLY WITH THE LATEST EDITION OF THE CITY OF OZARK'S DESIGN STANDARD).

STREET RIGHT OF WAY WIDTHS VARIES THROUGH OUT SUBDIVISION.

PAVEMENT WIDTH - 28 FEET MINIMUM (FROM BACK OF CURB TO BACK OF CURB). THE PAVEMENT WIDTH SHALL COMPLY WITH THE LATEST EDITION OF THE CITY OF OZARK'S DESIGN STANDARD.

UTILITY EASEMENTS SHOWN HEREIN ARE INTENDED TO INCLUDE USAGE BY SANITARY SEWER.

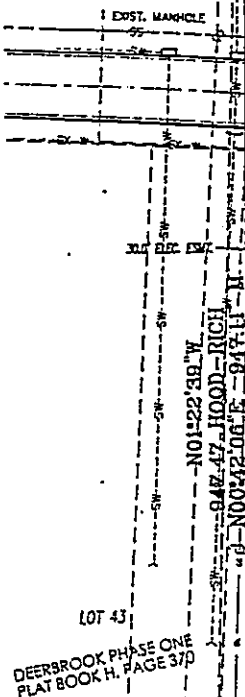
METERS TO U.S. FEET CONVERSION 3.28083333 "GRD".



LEGEND OF SYMBOLS AND ABBREVIATIONS

④	INTERNAL ANGLE (SEE TABLE)	⊙	FOUND IRON PIN
P.O.C.	POINT OF COMMENCEMENT	○ SET #	SET IRON PIN
LINE LABELS	MEASURED 100' M DODD 100' D RECORD 100' R	P.O.B.	POINT OF BEGINNING
		□	PERMANENT MONUMENT
		⊙ SET #	SET PIN
		Ⓢ	KEY NOTES

LOT 45
DEERBROOK PHASE TWO
PLAT BOOK H, PAGE 562



RECORDERS SPACE
 Recorded in Public Records
 Recording Office: MFC020117 at 02:55:01 PM
 Book: 1 Page: 87
 Date: 04/10/2012

IN RECORDERS OFFICE
 COUNTY OF OZARK
 COUNTY OF OZARK, MISSOURI, RECORDS & CLERK'S OFFICE
 200 N. 2ND STREET, ROOM 100
 SPRINGFIELD, MISSOURI 65701
 RECEIVED
 APR 11 2012

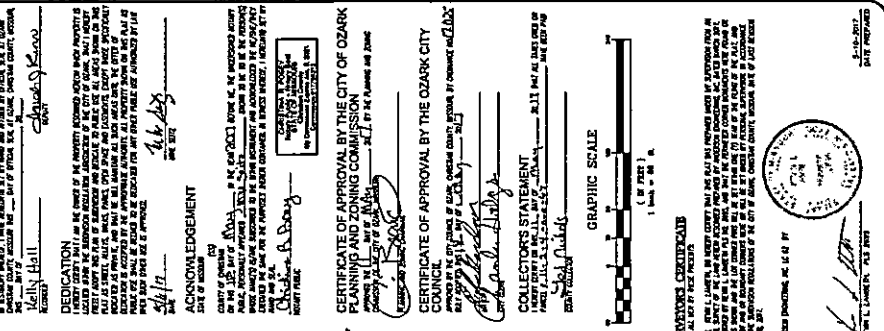
DEDICATION
 I, the undersigned, being the owner of the property described herein, do hereby dedicate to the public the right of way for the street and sidewalk shown on the plat, and do hereby agree to have the same recorded in the public records of the county and to have the same marked on the ground by suitable monuments and stakes.
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE

ACKNOWLEDGEMENT
 I, the undersigned, do hereby acknowledge the foregoing and certify that the same is the true and correct intention of the parties thereto.
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE

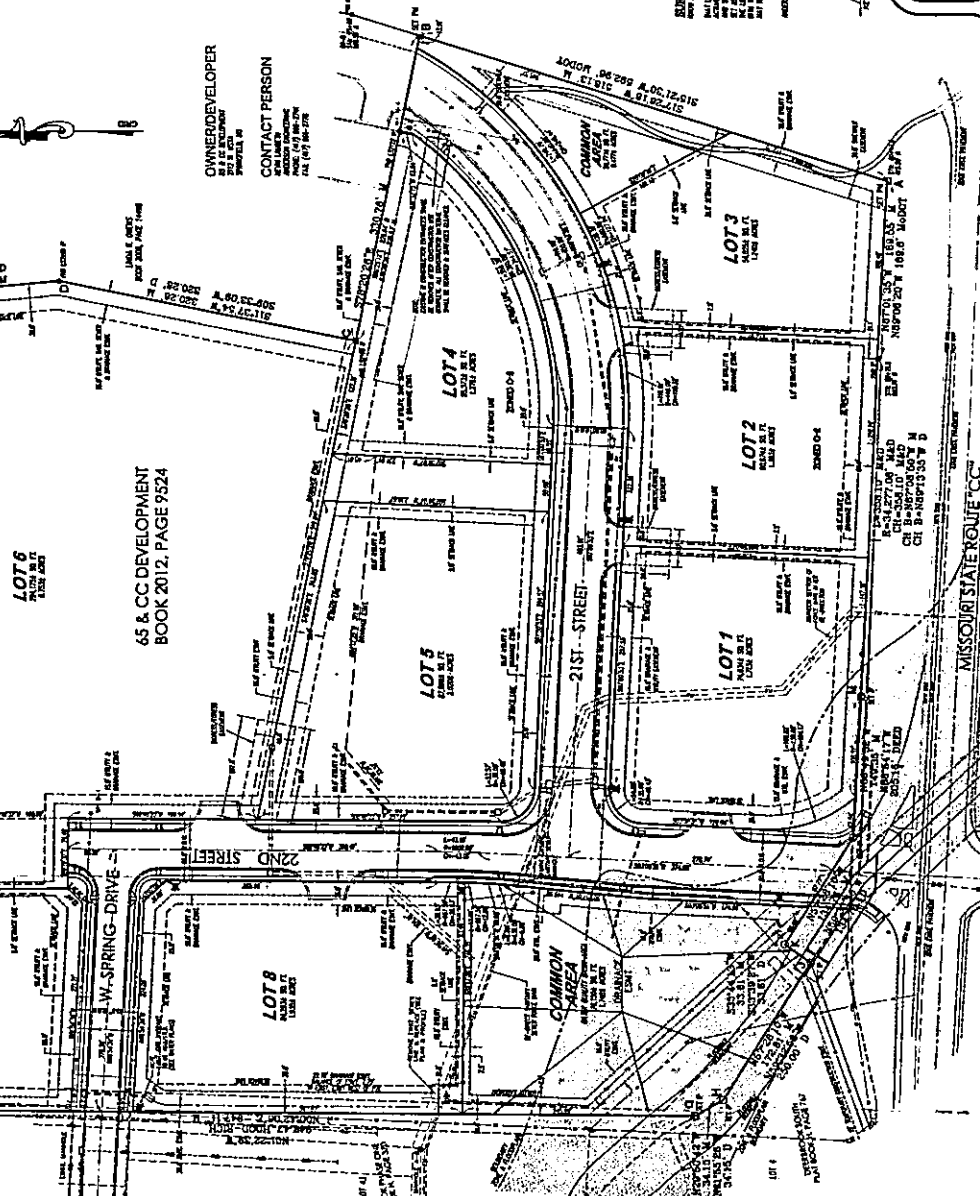
CERTIFICATE OF APPROVAL BY THE CITY OF OZARK PLANNING AND ZONING COMMISSION
 I, the undersigned, being a duly qualified member of the Planning and Zoning Commission of the City of Ozark, Missouri, do hereby certify that the foregoing plat meets the requirements of the Comprehensive Zoning Ordinance of the City of Ozark, Missouri, and is hereby approved for recording.
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE

CERTIFICATE OF APPROVAL BY THE OZARK CITY COUNCIL
 I, the undersigned, being a duly qualified member of the City Council of the City of Ozark, Missouri, do hereby certify that the foregoing plat meets the requirements of the Comprehensive Zoning Ordinance of the City of Ozark, Missouri, and is hereby approved for recording.
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE

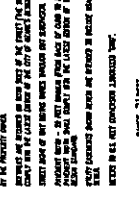
COLLECTORS STATEMENT
 I, the undersigned, being a duly qualified collector of the City of Ozark, Missouri, do hereby certify that the foregoing plat meets the requirements of the Comprehensive Zoning Ordinance of the City of Ozark, Missouri, and is hereby approved for recording.
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE



ANDERSON ENGINEERING
 2111 WEST BROADWAY
 SPRINGFIELD, MISSOURI 65702
 TEL: 417-831-1414 FAX: 417-831-1415
 DATE PREPARED: 3-14-2012
 FIELD NO: 3-30-2012
 SHEET NO: 1 OF 1 REV: 0
 PROJECT NO: 10-829



OWNER/DEVELOPER
 CONTACT PERSON
 WALTER D. HALL
 RECORDS & CLERK'S OFFICE



BOUNDARY CORNERS
 BENCHMARK

PROPERTY DESCRIPTION
 A PART OF LOTS 1, 2, 3, 4, 5, AND 6 OF THE 65 & CC DEVELOPMENT, BOOK 2012, PAGE 9524, SITUATED IN THE CITY OF OZARK, MISSOURI, AS SHOWN ON THE PLAT HEREOF.

RECORDERS SPACE
 RECORDED IN PUBLIC RECORDS
 RECORDING OFFICE: MFC020117 at 02:55:01 PM
 BOOK: 1 PAGE: 87
 DATE: 04/10/2012

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
DEERBROOK MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

Legal Description of all real property within the proposed
Deerbrook Marketplace Community Improvement District
ALL PROPERTY LOCATED IN THE CITY OF OZARK, MISSOURI

TRACT # 1

OWNER: 65 & CC Development, LLC
ADDRESS: 2112 West Vista
Springfield, MO 65807
417-881-3850

LEGAL DESCRIPTION: Estimated 30.44 Acres

A parcel of land located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Four (4), Township Twenty-seven (27) North, Range Twenty-one (21) West, in the City of OZARK, CHRISTIAN County, Missouri, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Four (4), said point being an existing iron pin; thence south $86^{\circ} 25' 12''$ East and along the North line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Four (4), a distance of 591.31 feet; thence South $05^{\circ} 07' 46''$ East, a distance of 167.72 feet to an existing one-half (1/2) inch iron pin for a point of beginning; thence South $05^{\circ} 05' 39''$ East, a distance of 218.27 feet to an existing iron pin capped LS-2190; thence South $11^{\circ} 37' 46''$ West, a distance of 320.26 feet to an existing iron pin capped LS-2190; thence South $78^{\circ} 20' 34''$ East a distance of 330.76 feet; thence South $17^{\circ} 26' 08''$ West, a distance of 518.13 feet to an existing 80-D being on the North right-of-way line of Missouri State Route "CC" as it now exists; thence North $87^{\circ} 01' 43''$ West along said North right-of-way line a distance of 189.55 feet to a point for curve; thence Northwesterly along a non-tangent curve to the right, with a chord bearing North $87^{\circ} 08' 58''$ West, a chord distance of 358.10 feet, having a central angle of $00^{\circ} 35' 55''$ and a radius of 34277.06 feet, a distance of 358.10 feet; thence North $86^{\circ} 49' 40''$ West, along the right-of-way line of said Missouri State Route "CC", a distance of 149.35 feet; thence leaving said right-of-way, North $57^{\circ} 28' 19''$ West, a distance of 134.76 feet; thence South $35^{\circ} 44' 04''$ West a distance of 33.61 feet; thence North $57^{\circ} 28' 19''$ West a distance of 172.81 feet; thence North $29^{\circ} 50' 51''$ West, a distance of 34.15 feet; thence North $00^{\circ} 41' 58''$ West, a distance of 947.11 feet; thence South $86^{\circ} 06' 04''$ East, a distance of 858.93 feet to the point of beginning, all in CHRISTIAN County, Missouri.

CHRISTIAN COUNTY TAX PARCEL #: 11-0.2-04-000-000-067.000

TRACT # 2

OWNER: Deerfield Development, LLC
ADDRESS: P.O. Box 10001
Springfield, MO 65808

LEGAL DESCRIPTION: Estimated 1.56 Acres

Part of Lot 43 of Deerbrook Phase One, a subdivision of Christian County, Missouri, described as follows; Beginning at the southeast corner of lot 43 of Deerbrook Phase One Subdivision, thence north along the eastern line of Lot 43 a distance of 269.99 feet to the south line of a 25 foot sanitary sewer easement, thence west along the south line of the 25 foot sanitary sewer easement a distance of 400 feet, thence south to the south line of Lot 43, thence east along the south line of Lot 43 to the point of beginning, being the southeast corner of Lot 43, containing an estimated 1.56 acres more or less.

CHRISTIAN COUNTY TAX PARCEL Part of #: 11-0.2-04-001-003-001.000

Described property contains an estimated 1.56 acres of a larger Christian County Parcel #11-0.0-04-001-003-001.000, which contains an estimated 12.29 acres.

TRACT # 3

OWNER: City of Ozark
ADDRESS: 205 North 1st Street
Ozark, MO 65721

LEGAL DESCRIPTION: Estimated 1 Acre (Part of the right of way of 21st Street or West Outer Road)

Beginning at STA 80+99.72 marker of the Missouri Department of Transportation, including all right-of-way and utility easement from that marker a distance of 507.62 north.

EXHIBIT C

ESTIMATED SCHEDULE OF PAYMENTS

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
\$26,250	\$26,513	\$26,778	\$27,045	\$27,316	\$27,589	\$27,865	\$28,144	\$28,425	\$24,862
	\$17,500	\$17,675	\$17,852	\$18,030	\$18,211	\$18,393	\$18,577	\$18,762	\$16,411
	\$43,750	\$44,188	\$44,629	\$45,076	\$45,526	\$45,982	\$46,442	\$46,906	\$41,027
	\$26,250	\$26,513	\$26,778	\$27,045	\$27,316	\$27,589	\$27,865	\$28,144	\$24,616
		\$52,500	\$53,025	\$53,555	\$54,091	\$54,632	\$55,178	\$55,730	\$48,745
		\$14,000	\$14,140	\$14,281	\$14,424	\$14,568	\$14,714	\$14,861	\$12,999
		\$175,000	\$176,750	\$178,518	\$180,303	\$182,105	\$183,927	\$185,766	\$162,482
			\$84,000	\$84,840	\$85,688	\$86,545	\$87,411	\$88,285	\$77,219
			\$17,500	\$17,675	\$17,852	\$18,030	\$18,211	\$18,393	\$16,087
			\$14,000	\$14,140	\$14,281	\$14,424	\$14,568	\$14,714	\$12,870
\$43,750	\$44,188	\$44,629	\$45,076	\$45,526	\$45,982	\$46,442	\$46,906	\$47,375	\$41,437
\$70,000	\$158,200	\$401,282	\$520,795	\$526,003	\$531,263	\$536,575	\$541,941	\$547,361	\$478,754
REPAYMENT OF COST									
CID PORTION 1% SALES TAX									
\$142,479	\$146,578	\$148,826	\$145,607	\$139,528	\$133,087	\$126,268	\$119,054	\$111,430	\$103,377
\$39,998	\$90,395	\$229,293	\$297,582	\$300,558	\$303,564	\$305,599	\$309,665	\$312,762	\$309,742
\$3,664,455	\$3,720,638	\$3,640,171	\$3,488,195	\$3,327,165	\$3,156,688	\$2,976,357	\$2,785,746	\$2,584,414	\$2,378,048
REPAYMENT OF COST									
CITY OBLIGATION 75% OF 1% SALES TAX									
\$56,959	\$58,038	\$57,647	\$53,073	\$46,268	\$39,100	\$31,556	\$23,620	\$15,273	\$6,500
\$30,002	\$67,805	\$171,989	\$223,213	\$225,445	\$227,699	\$229,976	\$232,276	\$234,599	\$169,012
\$1,450,938	\$1,441,171	\$1,320,828	\$1,156,689	\$977,511	\$788,912	\$590,493	\$381,836	\$162,511	\$0
\$5,115,393	\$5,161,808	\$4,966,999	\$4,644,884	\$4,304,676	\$3,945,601	\$3,566,849	\$3,167,582	\$2,746,925	\$2,378,047

2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
\$16,200	\$16,362	\$16,526	\$16,691	\$16,858	\$17,026	\$17,197	\$17,369	\$17,542	\$5
\$10,700	\$10,807	\$10,915	\$11,024	\$11,134	\$11,246	\$11,358	\$11,472	\$11,587	\$11,702
\$26,750	\$27,018	\$27,288	\$27,561	\$27,836	\$28,115	\$28,396	\$28,680	\$28,966	\$29,256
\$16,050	\$16,211	\$16,373	\$16,536	\$16,702	\$16,869	\$17,037	\$17,208	\$17,380	\$17,554
\$31,800	\$32,118	\$32,439	\$32,764	\$33,091	\$33,422	\$33,756	\$34,094	\$34,435	\$34,779
\$8,480	\$8,565	\$8,650	\$8,737	\$8,824	\$8,913	\$9,002	\$9,092	\$9,183	\$9,274
\$106,000	\$107,060	\$108,131	\$109,212	\$110,304	\$111,407	\$112,521	\$113,646	\$114,783	\$115,931
\$50,400	\$50,904	\$51,413	\$51,927	\$52,446	\$52,971	\$53,501	\$54,036	\$54,576	\$55,122
\$10,500	\$10,605	\$10,711	\$10,818	\$10,926	\$11,036	\$11,146	\$11,257	\$11,370	\$11,484
\$8,400	\$8,484	\$8,569	\$8,655	\$8,741	\$8,828	\$8,917	\$9,006	\$9,096	\$9,187
\$27,000	\$27,270	\$27,543	\$27,818	\$28,095	\$28,377	\$28,661	\$28,948	\$29,237	\$29,529
\$312,280	\$315,403	\$318,557	\$321,742	\$324,960	\$328,209	\$331,492	\$334,806	\$338,154	\$323,823
REPAYMENT OF COST									
CID PORTION 1% SALES TAX									
\$95,122	\$86,436	\$77,277	\$67,626	\$57,461	\$46,761	\$35,503	\$23,664	\$11,218	
\$312,280	\$315,403	\$318,557	\$321,742	\$324,960	\$328,209	\$331,492	\$334,806	\$291,655	
\$2,160,889	\$1,931,922	\$1,690,642	\$1,436,525	\$1,169,027	\$887,579	\$591,590	\$280,447	\$0	
REPAYMENT OF COST									
CITY OBLIGATION 75% OF 1% SALES TAX									
\$0	\$0	\$0	\$0	\$0					
\$0	\$0	\$0	\$0	\$0					
\$2,160,889	\$1,931,922	\$1,690,642	\$1,436,525	\$1,169,027	\$887,579	\$591,590	\$280,447	\$0	

The above is a proforma for projected sales tax revenue collected within the Deerbrook Development of 1.75%, which includes the 1% sales tax imposed by the CID and the additional .75% sales tax, which is 75% of the City 1% general tax committed to fund the street improvements. The 1% CID sales tax is funding all of other public improvements. The proforma is an estimate and is not a fixed or guaranteed payment.

SITE PLAN OF PROPOSED STREET IMPROVEMENTS

