

THE COUNTY COMMISSION
OF
STONE COUNTY, MISSOURI

July 05, 2022

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on July 05, 2022. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe, and Northern Commissioner Wayne Blades.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions.

10:00 AM

Presiding Commissioner Mark Maples and Amanda Parton opened the meeting with the pledge of allegiance to the flag, following the pledge Northern Commissioner Wayne Blades led the meeting with a prayer. Those that were present for today's meeting were: David Smith, Cantwell, Smith, and Trokey, LLP; Scott Michelson and wife; County Counsel William McCullough; Denise Dickens, Stone County Clerk; North Shop Foreman, Mike Keithley; Central Shop Foreman, Randy Burke; Amanda Parton, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meetings dated June 30, 2022, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

Schedule of Bills - 1

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to the County Commission from the County Clerk's office in the amount of \$10,168.00. The matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Petition to Vacate platted roads in Lakeview Paradise Estates

Attorney David Smith came before the Commission on behalf of Scott Michelson and family to discuss the petition to vacate platted roads in Lakeview Paradise Estates. The Commissioners will go visit the location on July 14, 2022. Discussion Only.

Parcel 34- Silver Dollar City

The Commissioners signed a contract with Silver Dollar City.

Reimbursement Agreement

This Reimbursement Agreement (this "Agreement") is entered into by and between Stone County, a political subdivision of the state of Missouri ("Stone County"), the City of Branson West, Missouri ("Branson West") and Silver Dollar City, LLC ("SDC"), effective as of July 1, 2022 (the "Effective Date"). Stone County and SDC are sometimes referred to herein individually as a "Party" and collectively, as the "Parties".

WHEREAS, Branson Endeavors, LLC, a Missouri limited liability company, owns that certain tract of land consisting of approximately twenty-six acres located in Stone County, Missouri as further described on Exhibit A attached hereto (the "Abandoned Property");

WHEREAS, there are currently improvements on the Abandoned Property consisting of unfinished, dilapidated, and partially demolished townhomes and concrete foundations from an abandoned residential development project (the "Abandoned Improvements");

WHEREAS, SDC owns a tract of land consisting of approximately eight hundred and ten acres located immediately adjacent to the Abandoned Property (the "SDC Property");

WHEREAS, pursuant to an Agreement for Purchase of Real Estate effective as of April 12, 2022 (the "Purchase Agreement"), SDC intends to purchase the Abandoned Property; and

WHEREAS, prior to, and as a condition precedent to the Closing (as defined in the Purchase Agreement), the Parties intend to enter into this Agreement whereby Stone County will reimburse SDC for costs and expenses incurred in connection with development of the Abandoned Property and the SDC Property, including demolition and removal of the Abandoned Improvements.

NOW, THEREFORE, the Parties agree as follows:

- Aggregate Reimbursement Amount.** Stone County shall reimburse SDC for costs and expenses of whatever nature incurred by SDC in connection with demolition and removal of the Abandoned Improvements, repair and refurbishment of an advertising billboard existing on the Property, and installation, repair, refurbishment, and improvement of infrastructure such as roads or utilities with respect to the Abandoned Property (the "Work") up to a maximum aggregate amount of Six Hundred Ninety-Five Thousand Dollars (\$695,000) (the "Aggregate Reimbursement Amount"). Such costs and expenses are subject to reimbursement whether they are incurred in connection with development of the Abandoned Property, the SDC Property, or both.
- Removal of the Abandoned Improvements.** SDC shall, as a part of the Work, demolish, or cause to be demolished, the Abandoned Improvements to the reasonable satisfaction of Stone County and SDC before requesting reimbursement for costs arising from projects with respect to the SDC Property. Upon completion of demolition of the Abandoned Improvements, SDC shall provide notice of such completion to Stone County and Stone County shall promptly inspect the demolition work. Unless Stone County, within thirty (30) days of receipt of the notice of completion, provides SDC with written notice of deficiencies with the demolition work which are specific, material, and reasonable, the obligations of this section shall be deemed fulfilled and SDC shall be free to request reimbursements for work on both the

Abandoned Property and the SDC Property pursuant to the terms of this Agreement.


- Performance of the Work.** SDC will perform and manage the Work and shall be permitted to contract the Work to third parties all at its sole discretion.
- Reimbursement Procedures.** SDC shall provide Stone County with a written invoice for each project comprising the Work and reasonable supporting documentation of the costs and expenses incurred by SDC in connection with such project. Stone County or Branson West shall, within ten (10) days of receipt of such invoice and supporting documentation, cause a qualified engineer or architect to evaluate the Work and the corresponding invoice and supporting documentation. Unless such qualified engineer or architect provides written notice to SDC, Stone County, and Branson West of material discrepancies between the Work and the invoiced amount before such time, Stone County shall, within thirty (30) days of receipt of each such invoice, pay such invoiced amount to SDC to such account and in such manner as is reasonably designated by SDC. Such reimbursements not to exceed the Aggregate Reimbursement Amount.
- K/A and Planned Development.** With regard to the Intergovernmental Agreement Pertaining to Indian Ridge Project, Stone County, Missouri, dated March 13, 2007, the Intergovernmental Agreement Pertaining to the Indian Ridge Project, Stone County dated March 8, 2016, and the Planned Development prepared for The Resort Hotel On Table Rock Lake, Inc., by Yung Design Group, Inc., on March 23, 2006, Stone County and Branson West agree that the conditions, expectations, restrictions, and development plan for the real estate, as described therein, in the Planned Development ordinance, as well as the recorded plat of Parcel 34, are no longer realistic and Stone County and Branson West agree to work in good faith with SDC to amend, rescind, or adopt a new Intergovernmental Agreement and Planned Development proposed by SDC for the Property described in Exhibit A of the above agreements and the Planned Development, and will cooperate with the rezoning of the real estate and the vacation of the Parcel 34 plat, all in accordance with the applicable statutes, rules, and regulations of the city and county.
- Representations and Warranties.**
 - Stone County and Branson West represent and warrant that the undersigned representative signing on behalf of Stone County and Branson West have full authority to legally bind Stone County and Branson West to the obligations set forth herein.
 - Stone County and Branson West represent and warrant that it and its duly authorized representatives and agents have taken, and will in the future take, all actions necessary and convenient to obtain full authority to appropriate, budget, utilize, and otherwise make available funds in an amount sufficient to fully pay to SDC the Aggregate Reimbursement Amount at the times and in the manner contemplated herein.
- Miscellaneous.**
 - The relationship between the Parties to each other is that of independent contractors. The relationship of the Parties to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
 - This Agreement represents the result of arm's length negotiations between the Parties and shall be interpreted and construed without regard to any presumption or other rule requiring construction against the Party who caused the Agreement to be drafted.
 - If any provision of this Agreement is held invalid, the remainder of this Agreement will not be invalidated or affected thereby.
 - This Agreement constitutes the entire agreement between the Parties regarding the subject matter of and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the subject matter hereof.

- e. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties.
- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.
- g. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- h. Each Party acknowledges that it has had reasonable and sufficient time to review this Agreement and to consult with its advisors regarding this Agreement, including, but not limited to legal counsel.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Stone County, a political subdivision of the state of Missouri Silver Dollar City, LLC


 Name: Mark W. Maples 7/15/2022 Name: _____
 Title: Presiding Commissioner Title: _____

City of Branson West, a city incorporated under the laws of the state of Missouri

 Name: _____
 Title: _____

Exhibit A
 Abandoned Property

Parcel 34, Branson West, MO 65737

As more fully described as:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, 31B, 32A, 32B, 33A, 33B, 34A, 34B, 35A, 35B, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 40A, 40B, 41A, 41B, 42A, 42B, 43A, 43B, 44A, 44B, 45A, 45B, 46A, 46B, 47A, 47B, 48A, 48B, 49A, 49B, 50A, 50B, 51A, 51B, 52A, 52B, 53A, 53B, 54A, 54B, 55A, 55B, 56A, 56B, 57A, 57B, 58A, 58B, 59A, 59B, 60A, 60B, 61A, 61B, 62A, 62B, 63A, 63B, 64A, 64B, 65A, 65B, 66A, 66B, 67A, 67B, 68A, 68B, 69A, 69B, 70A, 70B, 71A, 71B, 72A, 72B, 73A, 73B, 74A, 74B, 75A, 75B, 76A, 76B, 77A, 77B, 78A, 78B, 79A, 79B, and 80, Parcel 34, INDIAN RIDGE RESORT COMMUNITY, PHASE 1, a subdivision as per the recorded AMENDED plat thereof, Plat Book 63, pages 55-60, Stone County, Missouri.

Road and Bridge Fueling system

Discussed software needed for the north and south shop locations.

Public Time:

Time was extended to anyone who wanted to speak to the commission at this time.

Announcements:**Adjournment:**

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Blades – yes. Meeting adjourned at 11:08 AM.