

AGENDA ITEM
January 20, 2026

Subject: Development Agreement Amendment

Department: Planning and Zoning

Notes:

The Board of Adjustments approved a parking space variance in August 2025. This resolution will amend the original contract to reflect that variance.

RESOLUTION NO. 1902

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AMENDING THE DEVELOPMENT AGREEMENT WITH WALMART REAL ESTATE BUSINESS TRUST

WHEREAS, the City Council of the City of Nevada, Missouri, previously approved and authorized execution of a Development Agreement with Walmart Real Estate Business Trust relating to development within the City; and

WHEREAS, the City and Walmart desire to amend the original Development Agreement to include additional terms and conditions as set forth in Exhibit A, attached and incorporated by reference; and

WHEREAS, the City Clerk is directed to record one copy in the office of the Recorder of Deeds of Vernon County, Missouri; and

WHEREAS, the City Manager or his designee is hereby authorized and directed to execute the Amendment to the Development Agreement on behalf of the City and to take such further actions as may be necessary to carry out the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, hereby amends the Development Agreement between the City of Nevada, Missouri and Walmart Real Estate Business Trust to include Exhibit A, which is attached and made a part of this Resolution.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 20th day of January, 2026.

(seal)

CAROL BRANHAM, MAYOR

CYNTHIA DYE, CITY CLERK

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into this ____ day of _____, 202__ (the “**Effective Date**”) by and between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (“**Wal-Mart**”) **THE CITY OF NEVADA**, a municipal corporation (the “**City**”).

RECITALS

Walmart and the City are parties to that certain Development Agreement dated August 6, 2002 and recorded August 9, 2002 at Book 450, Page 487 in the Vernon County, Missouri Recorder of Deeds Office (the “**DA**”). The DA burdens and benefits the “**Wal-Mart Property**” legally described in the attached Exhibit A. Walmart and the City desire to amend the DA as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated in and shall be deemed a part of this Amendment.
2. Amendment to Section 9; Parking. Section 9 of the DA is deleted and replaced in its entirety with the following: “The Wal-Mart Property shall include at least four (4) parking spaces for each 1,000 square feet of building space maintained on the Wal-Mart Property, including handicapped parking spaces as required by applicable law.”
3. Miscellaneous Provisions.
 - a. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - b. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri.
 - c. Severability. If any provision of this Amendment is found to be invalid, illegal, or unenforceable, such provision shall be severable from this Amendment and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
 - d. Effect of Amendment. Except as specifically modified and amended herein, the DA shall be and remain in full force and effect, and, as so modified and amended, is hereby ratified and confirmed.

[Remainder of page intentionally left blank; signature pages follow]

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

WAL-MART:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By: Lina Vest
Name: Lina Vest
Its: Director

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 18th day of December, 2025 by Lina Vest, the Director of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, for and on behalf of the statutory trust.

LISA A. FISHER
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 11/26/34
COMMISSION NO. 12402095

Lisa A. Fisher
Notary Public

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

THE CITY:

THE CITY OF NEVADA, a municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____, the _____ of the City of Nevada, a municipal corporation, for and on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Rich Rosenblatt
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
(402) 346-6000

EXHIBIT A

LEGAL DESCRIPTION OF THE WAL-MART PROPERTY

LOT 1 SUPERCENTER ADDITION, AS REPLATTED ACCORDING TO PLAT RECORDED IN PLAT CABINET 1 PAGE 121 OF THE VERNON COUNTY, MISSOURI RECORDS, WHICH WAS CREATED FROM ALL OF LOTS 64 AND 65, PART OF LOTS 66 THRU 68 AND PART OF LOTS 92 AND 93 AND ALL OF LOTS 94 THRU 103 AND LOTS 106 THRU 111 OF EASTVIEW HEIGHTS ADDITION, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ELEVEN (11), TOWNSHIP THIRTY-FIVE NORTH (T35N), RANGE THIRTY-ONE WEST (R31W), AS RECORDED IN PLAT BOOK 5 AT PAGES 32 THRU 35 IN VERNON COUNTY, MISSOURI AND ALL OF VACATED KENNEDY DRIVE AND PART OF VACATED JOHNSON DRIVE AS VACATED BY CITY OF NEVADA ORDINANCE #5028 RECORDED IN BOOK 439 AT PAGE 544 AND PART OF LOT C-5 OF EASTVIEW HEIGHTS ADDITION AND ALL OF LOT C-8 AND PART OF LOTS C-7 AND C-8 OF SAID EASTVIEW HEIGHTS ADDITION AND PART OF KENNEDY DRIVE AND PART OF TRUMAN ROAD AND BEING ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 106 OF SAID EASTVIEW HEIGHTS ADDITION, SAID CORNER BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF BARRETT STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°04'00" EAST 1043.13 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND PARALLEL TO THE NORTHERLY LINE OF LOT C-5 OF SAID EASTVIEW HEIGHTS ADDITION SOUTH 90°00'00" EAST 415.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KENNEDY DRIVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE 43.75 FEET ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 16°42'40", AND HAVING A CHORD WHICH BEARS SOUTH 08°21'20" WEST 43.59 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°00'00" WEST 156.87 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 90°00'00" EAST 370.45 FEET; THENCE SOUTH 00°10'36" EAST 648.13 FEET; THENCE SOUTH 90°00'00" EAST 217.54 FEET TO A POINT ON THE EAST LINE OF SAID LOT 68; THENCE SOUTH 00°00'00" WEST 195.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 68; THENCE NORTH 90°00'00" WEST 1000.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 783,487 SQUARE FEET OR 17.9864 ACRES, MORE OR LESS (THE "WAL-MART PROPERTY"); ACCORDING TO SURVEY BY CEI ENGINEERING ASSOCIATES, INC.

LESS AND EXCEPT:

A PART OF LOT 1 OF SUPERCENTER ADDITION, A RECORDED SUBDIVISION IN THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS RECORDED (N PLAT CABINET 1, PAGE 121 OF THE VERNON COUNTY RECORDER'S OFFICE.

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 31 WEST, VERNON COUNTY, MISSOURI; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF BARRETT STREET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND PARALLEL TO THE NORTHERLY LINE OF LOT C-5, EASTVIEW HEIGHTS ADDITION AS RECORDED IN PLAT BOOK 5 AT PAGE 32 THROUGH 35, S90°00'00"E, 10.00 FEET; THENCE S00°04'00"W, 60.00 FEET FOR A POINT OF BEGINNING; THENCE S89°49'32"E, 166.16 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN AVENUE, THENCE S00°09'51"W, 197.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AREA; THENCE N89°50'09"W, 146.80 FEET; THENCE N45°35'59"W, 26.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BARRETT STREET; THENCE N00°04'00"E, 177.47 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING: CONTAINING 0.7% ACRES, OR 32,442 SQUARE FEET, MORE OR LESS,

TITLE OF DOCUMENT:

Amendment to Development Agreement

DATE OF DOCUMENT:

_____, 202__

GRANTOR:

Wal-Mart Real Estate Business Trust, a Delaware statutory trust

GRANTEE:

The City of Nevada, a municipal corporation

GRANTEE'S ADDRESS:

110 South Ash
Nevada, MO

LEGAL DESCRIPTION:

See Exhibit A

REFERENCE DOCUMENT:

Book 450, Page 487

FILE DATE: 08/09/2002 FILE TIME: 02:01 BOOK: 450 PAGE: 487
VERNON COUNTY, MO, DOUG SHUPE - RECORDER OF DEEDS DOCU#: 2002R 42423 **

42423

Title(s) of Document:

DEVELOPMENT AGREEMENT
Wal-Mart Supercenter

Date of Document:

AUGUST 6, 2002

Grantor(s):

WAL-MART REAL ESTATE BUSINESS TRUST

Grantee(s):

CITY OF NEVADA, MISSOURI

Grantee's Address:

110 SOUTH ASH
NEVADA, MO

Full Legal Description:

ON PAGE 1

FILE DATE: 08/09/2002 FILE TIME: 02:01
VERNON COUNTY, MO, DOUG SHUPE - RECORDER OF DEEDS

BOOK: 450 PAGE: 488
DOCU#: 2002R 42423

DEVELOPMENT AGREEMENT

Wal-Mart Supercenter

This Development Agreement, made and entered into this 6th day of August, 2002, by and between THE CITY OF NEVADA, a Municipal Corporation, hereinafter referred to as "City" and Wal-Mart Real Estate Business Trust, a Delaware Business Trust, hereafter referred to as "Developer" reaffirming the conditions intended as a part of the approval of the re-platting of certain property, as set forth below, which was approved by the Nevada City Council on June 4, 2002, pursuant to Ordinance No. 6044, as reaffirmed and approved as amended by the Nevada City Council on August 6, 2002, pursuant to Ordinance No. 6053

WITNESSETH:

1. Subject Property: The subject of this agreement is the land and the development of the land identified and referred to in the map labeled "Retail Store #34-01" plat which is recorded in Plat Cabinet 1, Page 121 at the Vernon County Records Office ("Plat") and legally described as:

Lot 1 Supercenter Addition, which was created from All of Lots 64 and 65, part of Lots 66 thru 68 and part of Lots 92 and 93 and all of Lots 94 thru 103 and Lots 106 thru 111 of EASTVIEW HEIGHTS ADDITION, a subdivision located in part of the Northwest quarter (NW1/4) of Section Eleven (11), Township Thirty-five North (T35N), Range Thirty-one West (R31W), as recorded in Plat Book 5 at Pages 32 thru 35 in Vernon County, Missouri and all of Vacated Kennedy Drive and part of Vacated Johnson Drive as vacated by City of Nevada Ordinance #5028 recorded in Book 439 at Page 544 and part of Lot C-5 of EASTVIEW HEIGHTS ADDITION and all of Lot C-6 and part of Lots C-7 and C-8 of said EASTVIEW HEIGHTS ADDITION and part of Kennedy Drive and part of Truman Road and being also described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 106 of said EASTVIEW HEIGHTS ADDITION, said corner being located on the Easterly Right-

of-Way line of Barrett Street; thence along said Easterly Right-of-Way line North 00°04'00" East 1043.13 feet; thence leaving said Easterly Right-of-Way line and parallel to the Northerly line of Lot C-5 of said EASTVIEW HEIGHTS ADDITION South 90°00'00" East 415.65 feet to a point on the Westerly Right-of-Way line of Kennedy Drive; thence along said Westerly Right-of-Way Line 43.75 feet on a non-tangent curve to the left, having a radius of 150.00 feet, through a central angle of 16°42'40", and having a chord which bears South 08°21'20" West 43.59 feet; thence continuing along said Westerly Right-of-Way line South 00°00'00" West 156.87 feet; thence leaving said Westerly Right-of-Way line South 90°00'00" East 370.45 feet; thence South 00°10'36" East 648.13 feet; thence South 90°00'00" East 217.54 feet to a point on the East line of said Lot 68; thence South 00°00'00" West 195.00 feet to the Southeast corner of said Lot 68; thence North 90°00'00" West 1000.51 feet to the POINT OF BEGINNING and containing 783,487 square feet or 17.9864 acres, more or less (the "Wal-Mart Property").

2. Sidewalks: The Developer agrees to construct sidewalks on the Wal-Mart Property as shown on Exhibit A along Barrett Street; such sidewalks shall be 5' in width and constructed of concrete. The City may proceed with the sidewalk construction and levy a special assessment against the Wal-Mart Property for the actual costs thereof as provided in Section 88.880 RSMo, only in the event the Developer does not complete the sidewalks within sixty days after the retail operation is open to the public. The City acknowledges that it shall not withhold the certificate of occupancy due to the absence of the sidewalks.

3. Streets:

Barrett and Austin. The Developer shall widen Barrett Street to three lanes from Austin Boulevard to the south property line of the Wal-Mart Property as shown on Exhibit A. The lanes shall be a width of not less than 12 ½ feet. The street construction by the Developer will be consistent with the specifications of the City and the Missouri Department of Transportation ("MODOT"), which have been submitted by the Developer and approved by the City. Such specifications shall include curb and guttering to be provided on both sides of Barrett Street. The south truck entrance on Barrett Street shall be concrete along the turning path of the trucks entering and exiting the entrance across the full width of Barrett Street. The specifications for such street improvements as submitted by the Developer must be approved by the City.

Lincoln Avenue. The Developer shall design and construct the most westerly 409.32 feet of Lincoln Avenue, as measured from Barrett Street, as it abuts the development on the Wal-Mart Property, within the sixty foot right of way as shown on the Plat. The street construction by the Developer will be consistent with the specifications of the City, which specifications will be submitted by the Developer for approval by the City. Such specifications shall include: a two-lane (with each lane being 12.5 feet wide) asphalt road only and not sidewalks, trails or landscaping, with the road way located within the dedicated right of way shown on Exhibit B attached hereto, the drainage for which will follow the natural flow to east, ending on an interim basis with rip rap in the vicinity of the connection point with Kennedy Drive; a curb cut to the development on the Wal-Mart Property; and with curb and guttering to be provided on both sides of Lincoln Avenue. The Developer and the City will cooperate to finalize the specifications for this portion of Lincoln Avenue in a timely manner so that the construction of this most westerly

portion of Lincoln Avenue will be bid and constructed as a part of the improvements being made to Barrett Street. The City acknowledges that no utilities are contemplated to be located in Lincoln Avenue, and the Developer will not be responsible for the installation of any utilities in Lincoln Avenue.

4. Storm Water Drainage: The Developer agrees to construct the storm water drainage per the plans and specifications approved by the City. The post developed run-off rates from the development of the Wal-Mart Property to the existing MODOT 48" pipe under Austin Street for the 10-, 25-, and 50- year storm events will be at or below the pre-developed runoff rates per the Storm Drainage Report prepared by CEI Engineering Associates, Inc., ("CEI") dated April 24, 2002, and as approved by the City of Nevada and MODOT. The City will cooperate with the Developer in identifying the applicable requirements of the Missouri Department of Natural Resources, or any other governmental entity with applicable jurisdiction, and the City, if requested by the Developer, will join in any necessary permit applications to such Department or other entity, and both parties will diligently pursue such applications.
5. Power poles: The Developer shall relocate the power poles located along Barrett Street, which are necessitated by the widening of Barrett Street, per the plans submitted by CEI engineering and approved by the City of Nevada. The relocation of the power poles is at the Developer's own expense; such relocation that the Developer agrees to undertake is shown on Exhibit A. The Developer shall purchase right-of-way, if necessary, to attain adequate width for the Barrett Street widening, the extent and scope of the additional right-of-way is shown on Exhibit B, which is attached hereto and incorporated by reference.
6. Sewers: The Developer shall submit plans for the public sewer line to the City for approval. The plans as submitted by the Developer shall be for the sewer lines as shown on Exhibit A and shall meet applicable Missouri Department of Natural Resources requirements. The City will cooperate with the Developer in identifying the applicable requirements of the Missouri Department of Natural Resources, or any other governmental entity with applicable jurisdiction, and the City, if requested by the Developer, will join in any necessary permit applications to such Department or other entity, and both parties will diligently pursue such applications.
7. Hydrant: The Developer shall install fire hydrants in accordance with specifications submitted by the Developer and approved by the City, as more fully shown on Exhibit A hereto.
8. Water Line Extensions. The Developer shall install a 12" water main as shown on Exhibit A, at the Developer's expense, running on the west side of Barrett Street to the southernmost point of the Wal-Mart Property. From this southernmost point, an 8" line will loop to tie into the existing main located at Johnson Drive. The City will cooperate with the Developer in identifying the applicable requirements of the Missouri Department

of Natural Resources, or any other governmental entity with applicable jurisdiction, and the City, if requested by the Developer, will join in any necessary permit applications to such Department or other entity, and both parties will diligently pursue such applications.

9. Parking Spaces: The Developer shall designate parking on the Wal-Mart Property consistent with the parking plan submitted and as approved by the City's Building Inspector, and as shown on the final site plan prepared by CEI dated July 23, 2002, as a part of Job Number 16647.0, Sheet 3 of 23 ("Final Site Plan"); defined in Paragraph 3 above, such Final Site Plan shows no less than a rate of 1 parking space per 200 sq. ft of building. The Developer shall incorporate into such designation handicap parking spaces consistent with ADA requirements.
10. Lighting: The Developer shall install lighting on the Wal-Mart Property in the parking lot, as such lot is shown on the Final Site Plan sufficient to service all entrances/exits, which requirement shall be deemed satisfied by installation and erection of the lighting in accordance with the lighting plan submitted to and approved by the City of Nevada, as prepared by CEI dated March 20, 2002, as a part of Job Number 16647.0, Sheet 3 of 23.
11. Vehicular Traffic Control Devices: The Developer shall install, at its own expense, a traffic control device at the intersection Missouri Highway 71B and Barrett as shown on Exhibit A, necessary to accommodate increased flow of traffic at Austin and Barrett Streets, as per the Traffic Study prepared by Peters and Associates Engineers, Inc. dated March 25, 2002. The traffic control device to be installed by the Developer will be consistent with the specifications submitted by the Developer and approved by the Missouri Department of Transportation and the City.
12. Fire Safety: Once the Developer has elected to proceed with construction on the Wal-Mart Property, the Developer shall construct the improvements on the Wal-Mart Property in a manner to observe the designated fire lanes as shown on the Final Site Plan, and the related architectural plans, as already submitted and approved by the Nevada Fire Chief, dated July 23, 2002. Such architectural plans show access around the entire exterior of the building and allows for operation of emergency vehicles, with no objects lower than 13' in height present in the fire lane. On the exterior of the Gas Station area hand held fire extinguishers shall be placed with a maximum spacing of 75' as per IFC 2000 requirements
13. Landscaping: The Developer shall construct a five (5') foot berm around the outside storage area and landscape with shrubs as more fully set forth on Exhibit A. Such landscaping shall conform with the Final Site Plan, which has already been approved by the Building Inspector's office.
14. Bond Required. The Developer shall either directly or through its contract post a \$2000 construction bond for street construction with the City as per Ordinance 3922.
15. Complete Agreement: Both parties agree that this Development Agreement represents a complete agreement between the parties and that there are no promises of representations

or understandings not expressly set out herein. This agreement may only be modified by writing, signed by both parties, and approved by the City with the same formalities as this agreement.

16. Binding Effect: The parties agree that full performance of this Agreement is contingent upon Developer's completion of acquisition of the Wal-Mart Property. This Agreement and the parties' respective obligations hereunder will become conditionally effective on the date of delivery of a copy signed by both parties, but as to all undertakings regarding completion of design and construction of the Public Improvements, it will become finally effective only on the later of: 1) the date the Developer closes its purchase of the Wal-Mart Property, by recording the deed therefore, or 2) the Developer completes conditions for recording the final plat thereof. The Developer will complete conditions for recording the final plat within 30 days after the later of its approval by the City and the closing of Developer's purchase of the Wal-Mart Property. In no event is the Developer obligated to commence construction or open or operate a retail facility.
17. Sequence of Execution and Effective Date of Contract: This agreement will be executed in full by the Developer and submitted for Council approval by Ordinance No. 6053 considered on August 6, 2002. Upon final passage and approval of such Ordinance, this agreement will be executed by the City to be effective as of August 6, 2002.
18. Recording Agreement: The City of Nevada is granted permission, at the Developer's cost, to record the Development Agreement in the Office of the Recorder of Deeds for Vernon County, Missouri.
19. Remedies: Neither the City nor the Developer will be deemed to have defaulted on any term or provision of this Agreement if, after receiving notice from the other party, it commences to cure any substantive non-compliance within 30 days after written notice of default is given. In the event that either party is determined to be in default, the non-defaulting party will not be obligated to proceed with or to complete its duties and responsibilities pursuant to this Agreement, nor to complete any phase thereof, unless the default by the defaulting party is corrected within the 30-day cure period. If a default is of such a nature that it cannot reasonably be cured within the cure period described herein, then such default will not be deemed to continue so long as the Developer commences within said 30-day period to cure the default and diligently continues to take all steps necessary to complete the same. No default will be deemed to continue if and so long as the Developer is diligently proceeding to cure the same in good faith or is delayed in or prevented from curing the same by force majeure. In the event of a default by the Developer, the City may elect to refuse building permits and occupancy permits, as a remedy for such default as long as the default has not been cured consistent with and in the time frames provided above.
20. Notices. Any notice, demand, writing and/or payment desired or required hereunder will be made by prepaid United States Mail, certified, return receipt requested, directed to:

The Developer at:

Wal-Mart Stores, Inc.
Attn: Legal Department
Store # 34-01, Nevada, MO
2001 S.E. 10th Street
Bentonville, Arkansas 72716
Phone: (501) 204-0442

Copy to:

Amelia McIntyre, Esq.
Norton, Hubbard, Ruzicka & Kreamer
130 North Cherry
Olathe, KS 66051-0550
Phone: (913) 782-2350
Fax: (913) 782-2012

The City at:

City of Nevada
Attn: City Manager
110 S. Ash
Nevada, MO 64772

Copy to:

William G. McCaffree, Esq.
McCaffree, Landoll & Slaby
128 1/2 Walnut Street
Nevada, MO 64772

21. This agreement shall be governed by the laws of the State of Missouri.

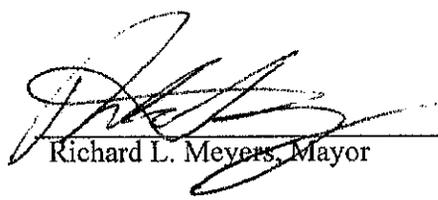
IN WITNESS WHEREOF, the Developer has executed this agreement on the 6th day of August, 2002.

 
Wal-Mart Real Estate Business Trust
DEVELOPER

IN WITNESS WHEREOF, the CITY OF NEVADA has executed this agreement on the 6th day of August, 2002.


(seal)
ATTEST:

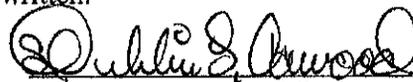
Robin Fisher, City Clerk

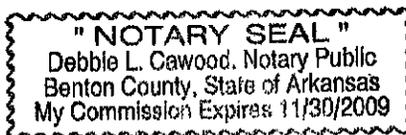

Richard L. Meyers, Mayor

STATE OF Arkansas)
)ss.
COUNTY OF Benton

On the 6th day of August, 2002, before me personally appeared Kim Lane, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his free act and deed and within his/her authority as the Vice-President of the Wal-Mart Real Estate Business Trust, a Delaware Business Trust.

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


Notary Public



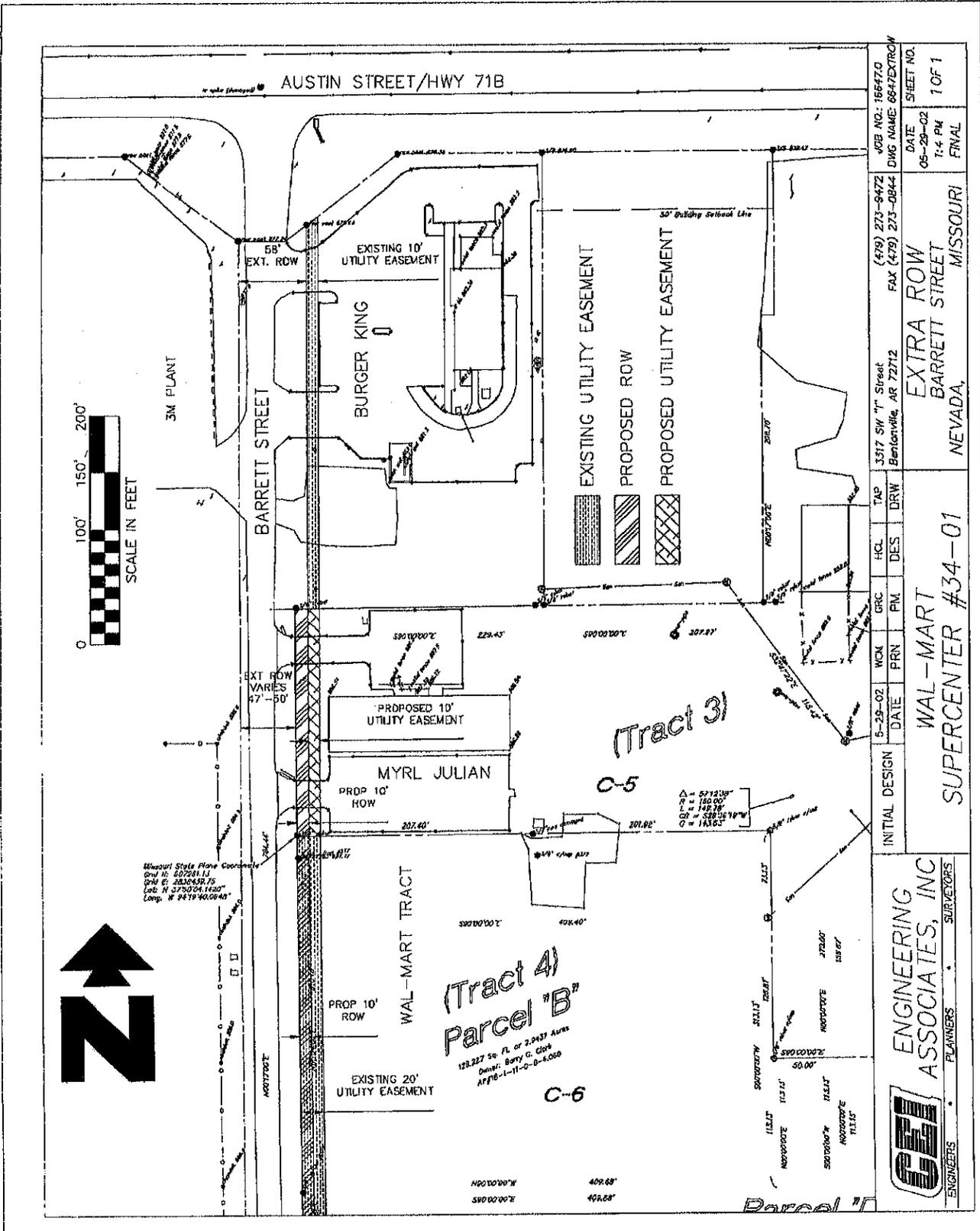
STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On the 6th day of August, 2002, before me personally appeared Richard L. M, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his free act and deed and within his/her authority as Mayor of the City of Nevada, Missouri.

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

ROBIN FISHER
Notary Public-Notary Seal
STATE OF MISSOURI
Vernon County
My Commission Expires: Nov. 12, 2004

Robin Fisher
Notary Public



VTR NO: 156470 (479) 273-9473 3317 516 "I" Street Bentonville, AR 72712 5-29-02 DATE INITIAL DESIGN	DING NAME: 6847EXTROW (479) 273-0844 DES DRW PRN DATE 5-29-02	TAP HCL GRC WCL 5-29-02	BARRETT STREET EXTRA ROW BARRETT STREET NEVADA, MISSOURI	SHEET NO. 1 OF 1 DATE 05-29-02 TIME 1:4 PM FINAL
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Exhibit B to Development Agreement

FILE DATE: 08/09/2002 FILE TIME: 02:01 BOOK: 450 PAGE: 497
 VERNON COUNTY, MO, DOUG SHUPE - RECORDER OF DEEDS DOCU#: 2002R 42423

BYOT

Apartments, apartment hotels, hotels, clubs, motels and tourist courts. For all apartment houses and apartment hotels, there shall be provided two off-street parking spaces in the side or rear yard for each family unit. For all hotels, clubs, motels and tourist courts, there shall be provided one off-street parking space for each sleeping room. In addition, any restaurant which is an accessory use to any of the above uses shall provide one off-street parking space for each four patron seats in the restaurant. Such parking area shall be located on the same lot as the main building, or on a lot within 300 feet either on land zoned for business or industry, or by special use permit on land zoned for residence.

Wolmgt
will have 250 sq ft
per parking space

(3) *Hospitals and institutions.* For all hospitals and institutions, there shall be provided one off-street parking space for each three beds plus one space for each two staff members and employees. Penal institutions need only to provide parking for the staff and employees. Such parking area shall be located on the same lot as the main building, or on a lot within 300 feet either on land zoned for business or industry, or by special use permit on land zoned for residence.

(4) *Places of assembly.* For all theaters, churches, funeral chapels, stadiums and auditoriums, there shall be provided one off-street parking space for each four patron seats. Such parking area shall be located on the same lot as the main building, or on a lot within 300 feet either on land zoned for business or industry, or by special use permit on land zoned for residence.

(5) *Business buildings.* For all business or commercial buildings, except those in a district C-P or C-2, there shall be provided one off-street parking space for each 200 square feet of service floor area in the building. Such parking area shall be located on the same lot (the term "lot," as used herein, means any contiguous lot or lots zoned for any commercial or industrial use, the platted lot upon which all or any part of the main building is constructed and not the term "lot" as defined in section 37-1) as the main building, or on a lot within 300 feet either on land zoned for business or industry or by special use permit on land zoned for residences. The following shall additionally be specifically required:

- a. *Taverns and restaurants.* One space for each two seats.
- b. *Drive-in restaurants.* A minimum of 12 spaces shall be provided, plus one space for each two seats inside the premises, if applicable.
- c. *Bowling alleys.* Four spaces per bowling lane.

PAINTING STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
 SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
 DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
 EYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
 SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
 SDL/4" - SINGLE DROCKED YELLOW LINE / 4" WIDE
 SWL/24" - SINGLE WHITE SOLID LINE / 24" WIDE

ADA INSTRUCTIONS TO CONTRACTOR:
 Contractors shall exercise appropriate care and precision in construction of ADA (handicap) accessible components and access routes for the site. These components, on construction, must comply with the current ADA Standards and regulations, barrier free access and any modifications, revisions or updates to same. Finished surfaces along the accessible route of travel from parking spaces, public transportation, pedestrian access, inter-building access, to points of accessible building entrances/shops must comply with those ADA code requirements. These included, but are not limited to the following:

- Parking spaces and parking aisles - slope shall not exceed 1:50 (1/4" per foot or nominally 2.0%) in any direction.
- Curb ramps - slope shall not exceed 1:12 (8.3%). And have a rise of no more than six inches without a handrail.
- Landings - shall be provided at each end of ramps, must provide positive drainage, and must not exceed 1:50 (1/4" per foot or nominally 2.0%) in any direction.
- Path of travel along accessible route - must provide a 36-inch or greater unobstructed width of travel (door overhang and/or handrails cannot reduce this minimum width). The slope must be no greater than 1:20 (5.0%), ADA ramp requirements must be adhered to. A maximum slope of 1:12 (8.3%), for a maximum rise of 2.5 feet, shall be provided. The ramp must have ADA hand rails and 60" L Landings on each end that are cross sloped no more than 1:50 in any direction (1/4" per foot or nominally 2.0%) for positive drainage.
- Downways - must have a level landing one on the exterior side of the door that is sloped away from the door no more than 1:50 (1/4" per foot or nominally 2.0%) for positive drainage. This landing area must be no less than 60 inches (5 feet) long, except where otherwise permitted by ADA Standards for alternative doorway opening conditions. (See ICC/ANSI A117.1-2008 and other referenced incorporated by code).
- When the proposed construction involves reconstruction, modification, revision or extension of or to ADA components from existing downways or surfaces, contractor must verify existing elevations shown on the plan. Note that Table 403.2 of the Department of Justice's ADA Standards For Accessible Design allow for steeper ramp slopes, in rare circumstances. The Contractor must immediately notify the design engineer of any discrepancies and/or field conditions that differ in any way or any respect from what is shown on the plans, in writing, before commencement of work. Constructed improvements must fall within the maximum and minimum limitations imposed by the barrier free regulations and the ADA requirements.
- The Contractor must verify the slopes of Contractor's forms prior to pouring concrete. If any non-conformance is observed or exists, Contractor must immediately notify the engineer prior to pouring concrete. Contractor is responsible for all costs to remove, repair and replace non-conforming concrete.

PAVEMENT LEGEND

- EXISTING STANDARD DUTY PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED BUILDING CONCRETE (SEE ARCH. PLANS AND SPECS.)
- EXISTING BUILDING & SIDEWALK CONCRETE (SEE ARCH. PLANS AND SPECS.)

SITE ANALYSIS TABLE (EXISTING STORE)

	EXISTING	PROPOSED
TOTAL BUILDING AREA	156,576 S.F.	158,070 S.F.
TOTAL BUILDING AREA (SERVICE FLOOR AREA)**	150,407 S.F.	150,407 S.F.
REQUIRED PARKING (PER CITY OF NEVADA, MO PARKING ORDINANCE)**	753 SPACES	753 SPACES
REQUIRED PARKING RATIO (PER CITY OF NEVADA, MO PARKING ORDINANCE)**	5.0/1,000 S.F.	5.0/1,000 S.F.
REQUIRED PARKING BASED ON PARKING VARIANCE GRANTED 8/20/2025	694 SP (4.39 RATIO)	694 SP (4.39 RATIO)
CUSTOMER AND ASSOCIATE PARKING	677 SPACES	659 SPACES
ACCESSIBLE PARKING	28 SPACES	28 SPACES
EV PARKING	7 SPACES	7 SPACES
PICKUP PARKING	20 SPACES	29 SPACES
PARKING SPACES OCCUPIED BY CART CORRALS (NOT INCLUDED IN PARKING COUNTS BELOW)	31 SPACES	31 SPACES
PROPOSED TOTAL PARKING EXCLUDING PICKUP STALLS*	712 SPACES	694 SPACES
PROPOSED PARKING RATIO EXCLUDING PICKUP STALLS*	4.6/1,000 S.F.	4.4/1,000 S.F.
PROPOSED PARKING RATIO EXCLUDING PICKUP STALLS (BASED ON AHJ)**	4.7/1,000 S.F.	4.6/1,000 S.F.
TOTAL PARKING INCLUDING PICKUP STALLS*	732 SPACES	723 SPACES
PARKING RATIO INCLUDING PICKUP STALLS*	4.7/1,000 S.F.	4.6/1,000 S.F.
PROPOSED PARKING RATIO INCLUDING PICKUP STALLS (BASED ON AHJ)**	4.9/1,000 S.F.	4.8/1,000 S.F.

* BASED ON TOTAL BUILDING AREA
 ** PER NEVADA, MO CODE OF ORDINANCES CH. 37 - ARTICLE I - SEC. 37-7, FOR ALL BUSINESS OR COMMERCIAL BUILDINGS, EXCEPT THOSE IN A DISTRICT C-P OR C-2, THERE SHALL BE PROVIDED ONE OFF-STREET PARKING SPACE FOR EACH 200 SQUARE FEET OF SERVICE FLOOR AREA IN THE BUILDING. CH. 37 - ARTICLE I - SEC. 37-7 STATES, SERVICE FLOOR AREA MEANS THE TOTAL AREA OF A BUILDING EXCLUSIVE OF STAIRWAYS, RESTROOMS, STORAGE ROOMS, HALLWAYS, OR OTHER AREAS WHICH ARE NOT REGULARLY USED BY INHABITANTS, VISITORS, EMPLOYEES, CLIENTS, CUSTOMERS, PATIENTS OR PATRONS IN THEIR NORMAL EVERYDAY USE OF THE BUILDING.

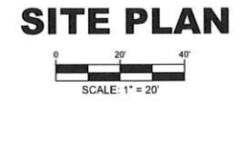
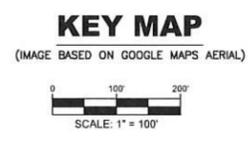
SERVICE FLOOR AREA WAS OBTAINED FROM ARCHITECT ON 5/15/2025.

PARKING INFORMATION NOTES

1. TOTAL BUILDING AREA OBTAINED FROM JASON SOWELL WITH PR2 ARCHITECTURE ON 10/08/2025. SERVICE FLOOR AREA OBTAINED FROM JASON SOWELL WITH PR2 ARCHITECTURE ON 05/15/2025.
2. EXISTING PARKING COUNTS ARE BASED ON ORIGINAL CONSTRUCTION PLANS, A REVIEW OF AVAILABLE AERIAL PHOTOGRAPHS AND SITE VISIT BY BFA.
3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS. THERE ARE 15 DOUBLE AND 1 SINGLE EXISTING CART CORRALS TAKING UP 31 SPACES.
4. THE VAN STALL COUNT IS INCLUDED IN THE ADA PARKING STALLS PROVIDED COUNT.
5. PARKING VARIANCE WAS APPROVED BY THE CITY OF NEVADA, MO, 8/20/2025, WHICH ESTABLISHED THE TOTAL AMOUNT OF PARKING REQUIRED AT 694 SPACES (4.39/1,000 SF RATIO).

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens	BUG Rating
■	2	WH4_20	SINGLE	0.837	1-EAL5030H4AF750ND1C1BLCK w/WMB-EAMT06BLCK mounted at 20h	140	20000	B3-U0-G3
■	1	D1K5_42	D180	0.837	2-EAL5035K5M750ND1C1BLCK 39h pole on 3h base	478	60000	B5-U0-G3



- SITE NOTES:**
1. The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The Contractor must contact the appropriate utility company to request exact field location of utilities. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on plans.
 2. Benchmarks referenced to Grid West of the Missouri Coordinate System 1983.
 3. Contractor shall verify elevation of temporary benchmarks based on the elevation of the primary benchmark, prior to the start of construction. Contractor shall notify engineer if elevations differ from those shown on these plans.
- Temporary Benchmark - FFE = 889.34'
4. This site is located within Zone X areas of 0.2% flooding as per Federal Emergency Management Agency Flood Insurance Rate Map, Panel 304 of 500, Community-Panel No. 292170304C, Map Date: May 1, 2020.
 5. All trenches under paved areas shall be backfilled with granular material and compacted to meet compaction requirements for the parking lot. Granular material shall be placed and compacted to a level equal to the trench depth at the time of the utility installation.
 6. All unexcavated areas are to receive six inches of topsoil. Contractor to seed, mulch, fertilize and maintain all areas outside of paved areas that were disturbed during construction until an acceptable stand of grass is established. Contractor shall be responsible to take whatever means necessary to establish permanent soil stabilization.
 7. Contractor to contact telephone, electric, gas, and water companies to have underground utilities located on this site and adjacent to this site prior to doing any excavating.
 8. Contractor shall refer to architectural plans for exact locations and dimensions of walkways, exit panes, ramps, truck docks, precise building dimensions, exact utility entrance locations, exact number and location of downspouts, and guard post.
 9. The Contractor is responsible for keeping stormwater run-off and sedimentation under control during construction.
 10. All survey monuments disturbed during construction shall be replaced by a surveyor licensed in the state, in which this project is located, at the contractor's expense.
 11. The stakework for this project shall meet or exceed "Site Specific Specifications."
 12. Note to Lighting Contractor: All floodlights mounted on parking lot light poles for purposes of illuminating the face of the building, as well as any parking lot light poles utilized for lighting the truckload areas, shall be separately circled for the purpose of security lighting.
 13. The Contractor shall verify and/or perform all necessary inspections and/or certifications required by codes and/or utility companies prior to the announced building possession date and the final connection of utility services. All fees shall be paid by the Contractor.
 14. All new parking lot lighting poles and fixtures with lamps and poles will be provided by Walmart and installed by the Electrical Contractor. The Electrical Contractor shall provide Walmart a one-year warranty certificate. All layout costs for receiving, storage, facility, and warranty labor shall be included in the installation and contract price. Refer to architectural plans for site lighting code requirements.
 15. All dimensions and notes are to the back of curb, unless otherwise shown.
 16. Contractor shall be responsible for all removals of and/or relocations, including but not limited to, utilities, storm drainage, signs, traffic signs and poles, etc as required. All work shall be done in accordance with governing authorities specifications and shall be approved by each. All costs shall be included in base bid.
 17. The height of the light poles concrete base is critical (see detail).
 18. Contractor shall inform the construction manager of any site conditions that have changed since BFA's site visit and features shown on these plans, cart corrals that are within the proposed improvement areas shall be removed and relocated to a location coordinated with the Walmart store manager.

SITE LIGHTING CONTRACTOR NOTES:
 REFER TO ARCHITECTURAL PLANS FOR LIGHTING ELECTRICAL PLAN

ABBREVIATION LEGEND

ABBREVIATION	DESCRIPTION
EL	ELEVATION
FL	FLOW LINE
N/F	NOW AND FORMERLY

PARKING LEGEND

(11)	CUSTOMER PARKING
(-11)	ASSOCIATE PARKING

STRUCTURE ABBREVIATION LEGEND

ABBREVIATION	DESCRIPTION
BH	BEE-HIVE INLET
CB	CATCH BASIN
CO	CLEAN OUT
FES	FLARED END SECTION
JB	JUNCTION BOX
CS	CONTROL STRUCTURE
SRD	SPHONIC ROOF DRAIN
CS	CONTROL STRUCTURE

SITE PLAN LEGEND

DESCRIPTION	PROPOSED	EXISTING
AERIAL ELECTRIC	—AE—	—AC—
UTILITY POLE	*	*
GUARD POST	GP	GP
SANITARY MANHOLE	●	●
CATCH BASIN	■	■
JUNCTION BOX	●	●
FLARED END SECTION	▭	▭
CLEANOUT	*	*
GRATED INLET	⊕	⊕
GUIDE RAIL	—	—
CHARLINK FENCE	—	—
BARBWARE FENCE	—X—X—X—	—X—X—X—
WATER VALVE	*	*
FIRE HYDRANT	*	*
EASEMENT	—	—
PROPERTY LINE	—	—

Three working days prior to the start of any construction on this site the Contractor shall call 811 for utility location information.

The contractor shall verify and implement all the required Federal Occupational Safety and Health Administration (OSHA) and/or OSHA approved state-plan regulations established for the type of construction required by these plans.

REVISIONS

NO.	DATE	BY	APP.	DESCRIPTION
1	PR#1	By: C.C.M.	App: R.G.R.	10-30-25
2		By:	App:	
3		By:	App:	
4		By:	App:	

BFA Engineering & Surveying
 TELEPHONE: (417) 238-4751
 103 ELM STREET, BENTONVILLE, MISSOURI 67302

Professional Engineer
 Rick P. Roberts, P.E. #29409
 Registered Professional Engineer for BFA, Inc. Professional Engineering Corporation #000472

Walmart #00034-278
 2250 E Lincoln Ave.
 Nevada, Vernon County, Missouri
 Walmart, Inc. 2608 SE J Street
 Bentonville, AR 72716

DRAWN J.S.G.
CHECKED R.C.R.
DATE 07/01/2025
SCALE 1" = 20'
SHEET NO. 8115A
PROPERTY LINE
SHEET NAME SITE PLAN

SP-1