City of Harrisonville est. 1836

AMENDED
AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
PUBLIC HEARING
CITY HALL
NOVEMBER 20, 2017
6:00 PM

The Harrisonville Board of Aldermen will be holding a Public Hearing on November 20, 2017, at 6 pm. The Public Hearing will be held at Harrisonville City Hall, located at 300 E. Pearl Street, Harrisonville, Missouri. The purpose of this Public Hearing will be to review the progress of existing Tax Increment Financing projects, according to the proposed timeline within the approved plans for completion. Existing Tax Increment Financing projects to be reviewed are the Harrisonville Market Place Tax Increment Financing project and the Harrisonville Towne Center Tax Increment Financing project. The public is invited to attend this Public Hearing.

1. Open Public Hearing

A. Roll Call

2. Public Participation

1. TIF Development Progress Reports

3. Close Public Hearing

Posted this 16th day of November, 2017

____

Randall K. Jones, City Clerk

Publish

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **October 30, 2017**

SUBJECT: **Board TIF Progress Report**

Type of Item: *Discussion*

See attached staff report and TIF Development Progress reports.

1. **Action Item (ID # 2691)**

TIF Development Progress Reports

Attachments:

TIF Memo to Board (PDF)

East Side Market Place Update (PDF)

West side Market Place TIF Report (PDF)

Christie TIF Report 2017 (PDF)

Towne Center TIF Agreement (PDF)

TIF Redevelopment Agmt - Executed - Recorded - Towne Ctr - Dec. 22, 2005 (PDF)

TIF - Amended TIF Plan - Market Place - Executed - 2-9-09 (PDF)

TIF Progress Responsibilities (PDF)

Market_Place_TIF_Exhibits_AB_Map (PDF)

Town_Center_TIF_Exhibit_1A_Map(PDF)

Town_Center_TIF_Exhibit_1B_Map(PDF)

City of Harrisonville est. 1836

MEMORANDUM

TO Board of Aldermen

FROM Happy Welch, City Administrator
Jim Clarke, Community/Economic Development Director
Marcella McCoy, Finance Director

DATE October 31, 2017

SUBJECT TIF Progress Report

Type of Item: Public Hearing

Issue:

Review progress of two TIF projects:
Harrisonville Towne Center
Harrisonville Market Place

Background:

Two TIF Projects were approved by the Board of Aldermen, the first being Towne Center in 2005 followed by Market Place in 2007. Towne Center is most commonly known by its anchor tenant Sutherland's, and the Market Place development is host to Price Chopper. Towne Center is approximately 22 acres with 4 acres undeveloped while Market Place is almost 10 acres on the west side of the railroad tracks (all undeveloped) and 18 acres on the east side with 5 acres undeveloped.

The state mandates that progress be tracked in the TIF developments every 5 years to see if they are following their development plan. This is a public hearing with the city presenting the TIF development schedules as adopted and updating the Board on the current status of the projects.

Towne Center's development plan for Redevelopment Project I (Towne Center TIF Exhibit 1B) was to have been completed by February 1, 2008.

Market Place's development schedule changed with the amended agreement with both sides scheduled to complete construction in October 2010 (Market Place TIF Exhibits A&B). The start date changed from 2008 to 2007 for the east side while the west side was to start in 2009 instead of 2007. Both sides of the development were anticipated to have tenants by October of 2010.

Market Place development TIF notes are paid through the payments in lieu of taxes (PILOTS) and the Economic Activity Taxes (EATS), as well as Transportation Development District (TDD) taxes.

Towne Center TIF bonds are paid through the PILOTS and EATS as well as from funds appropriated by the Board of Aldermen to offset the difference between the amount owed and funds accumulated.

Current Status
See the attached update information.

Board Action:
It is a public hearing and status report.

Staff Recommendation:
The City is proceeding as mandated by the State Audit to do yearly progress reports and 5 year progress reports on the two TIF projects we currently have.

Report for east side of Market Place TIF Redevelopment Project

Mike Christie – Weststar Development Group

10/27/2017

West Star Development owner of the Market Place development has requested and been granted approval by the Board of Aldermen to build 60,000 square feet of climate controlled storage space on lot 3 (the southwest corner) of the development, 10,000 square feet in the rear, and add a fast food restaurant on lot 4. They also stated they are working to bring retail to lot 6 along Commercial Street and an adjacent lot purchased outside of the TIF.

Report for the west side of the Market Place TIF Redevelopment Project.

Keith Asel – Hawthorne Bank

10/25/2017

Hawthorne Bank owns the property and they have had minimal inquiries with a hotel being the latest group to inquire. The buyer has not closed on the property and may be looking at signalization at the intersection of Mechanic and Westchester due to increased traffic volume a development would cause.

CHRISTIE DEVELOPMENT
ASSOCIATES, LLC

REAL ESTATE DEVELOPMENT
INVESTMENT / BROKERAGE

RECEIVED
NOV 9 2017
CITY OF HARRISONVILLE

November 6, 2017

Mr. Happy Welch
PO Box 367
300 East Pearl Street
Harrisonville, MO 64701

RE: TIF Status; Update

Dear Mr. Welch,

Harrisonville Partners principles all reside in Kansas so we have been precluded from serving on the TIF or TDD boards. So candidly I don't have any idea how the TIF is going etc. I apologize, but the City took an adverse position to Harrisonville Partners and Hy-Vee when they approved the Price Chopper TIF which was a direct violation of what was represented to Harrisonville Partners, Sutherland Lumber and Russell Stover Candies. Consequently, the out lot development has been a low priority for Harrisonville Partners. If I can be of further assistance please advise. Thank you,

Respectfully Yours,

David J. Christie, Manager
Harrisonville Partners, LLC

7387 WEST 162ND STREET • SUITE 200, STILWELL, KANSAS 66085
(913) 649-4500 FACSIMILE (913) 649-4566

COUNCIL BILL 087
REDEVELOPMENT AGREEMENT
EXHIBIT B

TAX INCREMENT FINANCING

REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

D. J. CHRISTIE, INC.

FOR THE

HARRISONVILLE TOWNE CENTER

TAX INCREMENT FINANCING PLAN

Table of Contents

Attachment: Towne Center TIF Agreement (Board TIF Progress Report)

WA 824158.1

REDEVELOPMENT AGREEMENT

THIS AGREEMENT, is hereby entered into this 21st day of November, 2005, by and between THE CITY OF HARRISONVILLE, MISSOURI (the "City") and D. J. Christie, Inc., the developer selected by the City (the "Developer") to implement its Plan of redevelopment more fully described herein.

Recitals

A. The Tax Increment Financing Commission of Harrisonville, Missouri (the "Commission") on September 14, 2005, recommended that the City approve the Harrisonville Towne Center Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan and determined to be a Blighted Area and as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Redevelopment Area"). The Redevelopment Plan provides for the construction of one (1) redevelopment project in Harrisonville, Missouri ("Project I"), which anticipates the construction of approximately 157,900 gross square feet of improvements to be used for the operation of businesses conducting retail sales, in the portion of the Redevelopment Area ("Redevelopment Area – Project I") designated on Exhibit B as "Redevelopment Area – Project I", together with the installation, repair, construction, reconstruction and relocation of certain streets and utilities; and

B. The Commission further recommended that the City select D. J. Christie, Inc. as the Developer to implement Project I of the Redevelopment Plan.

C. By Ordinance No. 2940, adopted by the Board of Aldermen of the City of Harrisonville (the "Board of Aldermen") on November 21, 2005, the City approved the Redevelopment Plan, declared the Redevelopment Area as a Blighted Area, selected the Developer to implement Project I of the Redevelopment Plan, and authorized the City to enter into an agreement with the Developer for the implementation of Project I described in the Redevelopment Plan.

D. The Redevelopment Plan contemplates that Project I will be designated by Ordinance as a redevelopment project in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 R.S.Mo. 2000, as amended (the "Act").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Rules of Interpretation.

a. All capitalized words or terms used in this Agreement and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto, and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this section unless the context in which such words and terms are used clearly requires otherwise.

b. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided however, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 36 of this Agreement.

(2) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

2. Definitions.

(a) "Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete plating, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use;

(b) "City," the City of Harrisonville, Missouri;

(c) "City Code," the Code of Ordinances of the City of Harrisonville, Missouri;

(d) "Board of Aldermen," the governing body of Harrisonville, Missouri;

(e) "City Treasurer," the Financial Services Director of the City of Harrisonville, Missouri, or his or her designee;

(f) "Commission," the Tax Increment Financing Commission of Harrisonville, Missouri;

(g) "County Assessor," the assessor of Cass County, Missouri;

(h) "County Collector," the collector of Cass County, Missouri;

(i) "Debt Service," the amount required for the payment of interest and principal on TIF Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the TIF Obligations to retire or secure the TIF Obligations;

(j) "Developer," D. J. Christie, Inc., its successors and assigns;

(k) "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited;

(l) "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes that are imposed by the City or other Taxing Districts, which are generated by economic activities within Redevelopment Area - Project I, while tax increment financing remains in effect, excluding licenses, fees or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act;

(m) "Ordinance," an ordinance enacted by the Board of Aldermen;

(n) "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to retire TIF Obligations and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after Project I to be developed in the Redevelopment Area is approved by an Ordinance of the Board of Aldermen. Payments in lieu of taxes that are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo.;

(o) "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which payments in lieu of taxes are to be deposited;

(p) "Redevelopment Plan," the The Harrisonville Towne Center Tax Increment Financing Plan;

(q) "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and Project I as shown on Exhibit C attached hereto. Such costs include, but are not limited to, the following:

WA 824158.1

(1) Costs of studies, surveys, plans and specifications; professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services, and including the reasonable costs incurred by the City or the Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Project I;

(2) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(3) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

(4) Financing costs, including, but not limited to, (i) all necessary and incidental expenses related to any interim loans obtained by the Developer for the purpose of funding the Reimbursable Project Costs and (ii) all necessary and incidental expenses related to the issuance of TIF Obligations, and which may include payment of interest on any TIF Obligations issued hereunder accruing during the estimated period of construction of the Redevelopment Projects for which such TIF Obligations are issued and including reasonable reserves related thereto;

(5) Costs of construction of public works or improvements;

(6) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(7) Payments in lieu of taxes.

(r) "Reimbursable Project Costs," the portion of Redevelopment Project Costs that, pursuant to the Redevelopment Plan and this Agreement, are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes or the proceeds of TIF Obligations and Special District Revenues, and which costs include those as are set forth in Exhibit C attached hereto plus all actual Financing Costs and Reimbursable Project Costs to include those costs incurred by the City or the Developer as a result of preparing, reviewing and adopting the Redevelopment Plan and Project I; designation of the Redevelopment Area and the Redevelopment Area - Project I; planning, financing, acquiring and constructing Project I and any other work authorized by the Redevelopment Plan; the oversight of the construction of Project I; the implementation of the Redevelopment Plan; and the management of the Special Allocation Fund as well as any and all costs associated with formation of the Special District;

(s) "School District," the Harrisonville R-IX School District;

(t) "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are deposited for the purpose of paying Redevelopment Project Costs and TIF Obligations incurred in the payment thereof;

(u) "Special District Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by a Transportation Development District;

(v) "Special District," a Missouri Transportation Development District pursuant to Sections 238.200 to 238.275 RSMo 2000, as amended;

(w) "Taxing Districts," any political subdivision of this state having the power to levy taxes;

(x) "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City pursuant to the Act to carry out Project I and related improvements or to fund outstanding obligations;

(y) "Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel of real property within Redevelopment Area - Project I immediately after tax increment financing for such area has been approved by the Board of Aldermen by an Ordinance.

3. Redevelopment Area. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in Exhibit A, attached hereto.

4. Redevelopment Project Area. The Redevelopment Area will be developed within the area more specifically identified in Exhibit B as Redevelopment Area - Project I, all in accordance with the provisions of the Redevelopment Plan. Tax increment financing for Redevelopment Area - Project I shall become effective only upon the approval thereof by an Ordinance of the Board of Aldermen; provided, however, that any such Ordinance may be changed, modified and/or amended only in accordance with the Act by appropriate Ordinance passed by the Board of Aldermen, upon the recommendation of the Commission. The Developer has been designated by the City as Developer for Redevelopment Area – Project I.

5. Project I and Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Agreement, to ameliorate or satisfy those conditions that are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area, the Developer shall cause Redevelopment Area – Project I to be developed as Project I. In conjunction with Project I, the Developer shall fund and/or construct or cause to be constructed those improvements as set forth in the Redevelopment Plan (the "Project Improvements"). The Project Improvements include those improvements associated with the construction of a retail center of approximately 157,900 gross square feet and related public infrastructure improvements as identified in Exhibit E attached hereto in accordance with the Redevelopment Plan, this Agreement, a plan document as required for the applicable zoning district for each parcel, and all other applicable laws and regulations.

6. Funding Sources and Uses of Funds.

a. Private Funds. Private funds (the "Private Funds") will be the total of the Developer's equity, equity investment provided by third parties, and debt incurred by the Developer. Private Funds shall be used for funding of the Project Improvements. As provided in this Agreement and pursuant to Exhibit C, the Developer shall be reimbursed for that portion of the Project Improvement costs that are described as Reimbursable Project Costs from the proceeds of TIF Obligations or, in the event TIF Obligations are not issued, from Economic Activity Taxes and Payments in Lieu of Taxes generated by Project I and deposited in the Special Allocation Fund.

b. TIF Obligations. The proceeds from TIF Obligations may be used to fund actual Reimbursable Project Costs in accordance with Exhibit C, along with underwriting fees, original issue discounts, legal fees and other costs of issuance associated with the TIF Obligations.

7. Reimbursable Cost Categories. The Developer shall have the right and ability to adjust Developer Reimbursable Project Costs (as defined in the Redevelopment Plan) within, and among, reimbursable expense categories as shown on Exhibit C, so long as the total amount of Developer Reimbursable Project Costs does not exceed the total principal aggregate amounts shown on Exhibit C plus any actual Financing Costs, any actual costs associated with the formation of the Special District or any actual costs attributable to City's administrative costs as contemplated by Section 41 of this Agreement.

8. Project Budget.

a. The Project Improvements shall be constructed substantially in accordance with the Project Budget attached hereto as Exhibit C.

b. The Developer shall promptly notify the City of any material changes in Exhibit C that occur after the City's approval of the Redevelopment Plan.

9. Development Schedule.

a. It is the intention of the parties that development activities for Redevelopment Area - Project I be substantially commenced and completed on or before the dates set forth in Exhibit D, attached hereto and incorporated herein by reference (the "Development Schedule"). The parties hereto recognize and agree that market conditions, timely approval, funding and completion of Project Improvements and other conditions may affect the Development Schedule for the Project Improvements. Therefore, the Development Schedule for the Project Improvements is subject to change and/or modification, with the written approval of the City, which shall not be unreasonably withheld. In order to implement the Development Schedule, the City will endeavor to facilitate the timely passage of the Ordinance approving Project I referred to in Section 4. The Developer shall render such reasonable aid and assistance as requested by the City to insure favorable consideration of such Ordinances referred to in Section 4 by the Board of Aldermen. If the Developer does not comply with the Development Schedule as set forth above for reasons other than a City failure to complete its obligations under this Agreement, then, unless the Developer requests an amendment of such Development Schedule prior to such failure and as a result of such request for an amendment of the Development

Schedule, the amendment is so approved by the City, the City may require the Developer to appear before the Board of Aldermen to show cause why this Agreement shall not be terminated in accordance with Section 33 hereof.

b. The City shall not be obligated to issue any certificates of occupancy for structures within Redevelopment Area – Project I until the public infrastructure improvements identified on Exhibit E are substantially complete as determined by the City. The City shall determine that said improvements described herein are substantially complete at such time that each improvement is sufficiently complete in accordance with the applicable construction specifications so that the improvement is functional and can be utilized for its intended use; provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the improvement.

10. Developer's Duties. Subject to the City's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the Developer's duties are as follows:

a. The Developer shall comply with all applicable laws, ordinances, rules and regulations, and the provisions of this Agreement. The Developer shall also comply with the provisions of the Redevelopment Plan to the extent said documents are not inconsistent with this Agreement.

b. Subject to the provisions of Section 8, the Developer shall acquire or obtain control of all real property in Redevelopment Area – Project I as set forth in Exhibit B in accordance with the Development Schedule (Exhibit D).

c. Subject to the provisions of Section 8, the Developer shall construct all Project Improvements and shall complete all other development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule (Exhibit D). Changes in the redevelopment program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties hereto.

d. Subject to the provisions of Section 8 and Section 9, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, Exhibit D attached hereto, for such activities.

e. Subject to the provisions of Section 8, the Developer shall construct or cause the construction of the public infrastructure portions of the Project Improvements in accordance with the provisions of the City Code applicable requirements and of any other governmental authority having jurisdiction over the improvement.

f. The Developer shall take all necessary actions that are within the reasonable control of the Developer to establish a Transportation Development District pursuant to Chapter 238 RSMo 2000, as amended ("TDD") promptly after execution of this Agreement, said TDD to include the real property owned by the Developer in Project I (said TDD being referred to herein as "Special District"). The City hereby consents to such TDD formation so long as the petition of formation is in a form attached as Exhibit F (the "TDD Petition") and the TDD project to be funded by the TDD includes the street improvements described therein. After the Special District has been formed, the Special District shall enter into a cooperative contract with the City in a form attached hereto as Exhibit G (the "Special District Contract"). Neither the Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the imposition of a sales tax within the boundaries of the Special District at the rate of one percent (1%).

g. The Developer shall use all reasonable efforts to acquire easements through that portion of the Redevelopment Area that is not included in Redevelopment Area – Project I as are necessary for sewer and other utility extensions as shown on the approved Preliminary Plat for the Harrisonville Towne Center.

11. City's Duties. Subject to the Developer's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the City hereby agrees as follows:

a. The City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payments in Lieu of Taxes and Economic Activity Taxes as set forth in the Act generated from the Redevelopment Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Jurisdictions from such Taxing Jurisdictions, the City shall deposit such funds in the Special Allocation Fund.

b. The City shall take all necessary actions to issue TIF Obligations on or before February 1, 2006, in such amount as is necessary to produce a net project fund in an amount not less than the Reimbursable Project Costs.

c. The City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs as specified in Sections 24 and 25, as appropriate, herein; subject, however, to the provisions of Section 12 hereof.

d. Tax Increment Financing for Redevelopment Area - Project I shall become effective upon the approval thereof by a separate Ordinance of the Board of Aldermen. The City shall take all such actions as are necessary to ensure the timely consideration by the Board of Aldermen of such Ordinance.

e. The City shall take all reasonable actions to cooperate with the Developer in the Developer's duty to establish the Special District as specified in Section 10.f. herein, including entering into the Special District Contract.

12. Conditions Precedent.

a. To City's Duties. The City's obligations to issue TIF Obligations as described in Section 11(b) of this Agreement shall be subject to the occurrence of the following events.

(1) Loan term sheet commitments to the Developer for the total private financing for the Project Improvements (excluding Reimbursable Project Costs), shall be made by Gold Bank or such other financial institutions or entities reasonably acceptable

to the City. Such commitments shall include, without limitation, equity and/or construction loan financing.

(2) A Special District as defined herein, has been established, a Special District sales tax at a rate of one percent (1%) has been imposed on all properties within the boundaries of the Special District, and the Special District Contract has been executed as specified in Section 11.e. herein.

(3) The City has entered into an agreement with the Developer and Sutherland Lumber Company of Kansas City, LLC, obligating Sutherland Lumber to construct, open and operate a 135,000 square foot or larger retail home improvement anchor store in the Redevelopment Area – Project I for a period of no less than five (5) years.

b. To Developer's Duties. The Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule, Exhibit D hereto:

(1) The City's approval of the Developer's financing plan.

(2) The City's timely approval of all required zoning, subdivision and permit applications.

(3) The successful establishment of the Special District as provided in Section 10.f. herein and issuance of TIF Obligations in amounts sufficient to pay all Reimbursable Project Costs.

13. Tenant Approvals. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Area – Project I including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City shall have the right to review and approve the following users within the Redevelopment Area:

a. Existing Users in the City. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Area – Project I other than in the retail strip center, which has the following characteristics: (i) directly causes a reduction in the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or (ii) reduces the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs and (iii) is then open and operating in the City. Relocation of any existing users in the City in the retail strip center shall be limited to such businesses where any such relocation results in an expansion of the amount of net operating space of the business by a minimum of twenty-five percent (25%) as compared to the amount of net operating space being used at said business' existing location in the City.

b. Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than one (1) of the outparcel lots in the Redevelopment Area – Project I for use as a Fast Food Restaurant as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant that typically has one or more of the following characteristics:

(1) A "drive through" window;

(2) Less than 15 tables for the service of customers;

(3) No menu items in excess of $6.00;

(4) No waiter or waitress service; and

(5) No Liquor, wine or beer sales.

For the purpose of this section and notwithstanding the foregoing, (i) the following restaurants or reasonably similar restaurants shall be considered to be Fast Food Restaurants: McDonalds, Wendy's, Burger King, White Castle, Hardees, Jack in the Box, and Carl's Jr. and (ii) the following restaurants or reasonably similar restaurants shall not be considered to be fast food restaurants: Panera Bread, Chipotle, Red Robin, Steak 'n Shake, and Starbucks.

c. Used or Second Hand Merchandise Stores. Without City approval, the Developer shall not lease or sell space in the Redevelopment Area – Project I to a store whose primary business is the sale of used or second hand merchandise, a thrift shop or a flea market.

d. Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) gasoline station/convenience store on an outparcel lot in the Redevelopment Area – Project I. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel and oil is be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers. As used herein, a gasoline station/convenience store shall not include a gasoline sales facility constructed and operated by a retail store whose primary business is not gasoline sales.

e. Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, sell or lease any of the Redevelopment Area – Project I to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility; provided that an auto repair business or lube shop or similar business as described herein shall not include a retail business whose primary business is the sale of and installation of tires for motor vehicles. Without City approval, the Developer shall not by sale or lease locate more than one (1) such retail tire business in the Redevelopment Area – Project I except in the retail strip center where any garage doors are located at the rear of the building and there is no outdoor storage of goods or merchandise.

f. Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease any of the Redevelopment Area – Project I other than in the retail strip center to non-sales tax generating businesses such as office uses, banks, or fitness centers; provided that the total amount of space leased or sold to any such non-sales tax generating businesses in the retail strip center shall not exceed in the aggregate twenty percent (20%) of the total finished floor space of the retail strip center portion of Project I.

14. Reserved.

15. Design Criteria and Review Procedures.

a. The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements as a part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as "Land Use Approvals") in order to create an integrated, unified design.

b. Construction plans for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, Commercial Design Guidelines attached hereto as Exhibit H, and this Agreement. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of this Agreement, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

(1) No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to, or a waiver of compliance with, the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of Project Improvements and until said Project Improvements have been completed, the Developer shall, as part of the report required by Section 16, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period the work of the Developer shall be subject to inspection by representatives of the City as described in Section 17.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them, arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or

construed to be a determination that the same are in compliance with any laws, regulations or ordinances, nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

16. Progress Reports.

a. On October 31 of each year until all Project Improvements are completed, the Developer shall report to the Board of Aldermen the progress of its implementation of Project I. At the first regularly-scheduled meeting of the Board of Aldermen following the fifth anniversary of the date of the approval of the Redevelopment Plan by the City, and on each five-year anniversary thereafter so long as Project I shall remain in effect, the Developer shall prepare and submit to the Board of Aldermen a detailed report on the progress of implementation of Project I. Such report shall include at least the following information and may contain such other information with regard to Project I as the Developer wishes to submit or the City may reasonably require:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual assessed value of Redevelopment Area - Project I before and after completion of the Project Improvements as compared to Redevelopment Plan estimates;

(4) actual payments in lieu of taxes as compared to Redevelopment Plan estimates;

(5) actual Redevelopment Project Costs in Redevelopment Area - Project I compared to Redevelopment Plan estimates;

(6) actual start and completion dates of Project Improvements in Redevelopment Area - Project I compared to Redevelopment Plan estimates; and

(7) estimated start date of Project Improvements not yet commenced at date of report.

b. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

17. Control of Project. Except as otherwise provided in this Agreement, the Developer shall have complete and exclusive control over the construction of the Project Improvements that it owns or controls; subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and all other applicable provisions of the City Code. As to all parts of Project I, the Developer hereby grants to the City, its agents and employees the right to enter at reasonable times after reasonable notice for the purpose of inspecting Project I.

18. Compliance with Laws. At all times during the term of this Agreement and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same

in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force, or that may be enacted hereafter which pertain to the ownership, occupancy, use and operation of Project I and Redevelopment Area - Project I.

19. Certificate of Compliance. Upon the completion of each of Project I, the Developer shall submit a report certifying that the Project Improvements necessary or appropriate for that project have been completed in accordance with the Redevelopment Plan and that it is in compliance with all other provisions of this Agreement. The Developer shall, as part of its report, submit its certificate setting forth (a) the total cost of completing the Project Improvements and (b) Redevelopment Project Costs incurred that are eligible for reimbursement pursuant to the Redevelopment Plan or that have been paid for with private funds. The City may conduct an investigation and if the City determines that such project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by a Certificate of Occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Agreement have been performed, including formation of the Special District, then it shall issue a Certificate of Completion and Compliance and certify Redevelopment Project Costs as eligible for reimbursement. If the City determines that such project has not been completed in accordance with the provisions of the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that the Developer is not in compliance with the terms of this Agreement, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of the Developer, the City shall hold a hearing at which the Developer may present new and/or additional evidence.

a. The certification by the City shall be the determination of the satisfaction and release of the covenants in this Agreement, with respect to the obligations of the Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Agreement.

b. Each such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form acceptable to the Parties.

20. Payments in Lieu of Taxes.

a. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for Redevelopment Area - Project I, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in the Redevelopment Area.

b. Failure to pay Payments in Lieu of Taxes as to any property in Redevelopment Area - Project I shall constitute a default by the owner, assignee and/or tenant of such property of the provisions of Section 33 hereof, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such Redevelopment Area - Project I as in other delinquent property tax cases, or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, or of the principal of and interest on, any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in Redevelopment Area - Project I to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of each of Redevelopment Area - Project I by Ordinance of the Board of Aldermen, the City shall use all reasonable and diligent efforts to promptly notify the County Collector, the City Treasurer and all other appropriate officials and persons and seek to fully implement the payments in lieu of taxes and reimbursements of Redevelopment Project Costs as provided in this Agreement and in the Redevelopment Plan.

c. Notwithstanding anything to the contrary herein, the lien on property within Redevelopment Area - Project I shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by the Board of Aldermen as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

21. Economic Activity Taxes.

In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the City Treasurer, who shall deposit such funds in the Economic Activity Account. Following the approval of Project I, for as long as Redevelopment Area - Project I is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

a. Documentation of Economic Activity Taxes. The Developer, its successors and assigns shall provide the City with documentation of sales tax receipts for each business in Redevelopment Area - Project I, indicating the type and amount of the Economic Activity Taxes paid by each such business located within Redevelopment Area - Project I. The Developer shall include provisions substantially similar to the provision as specified in Section 27 herein in all lease documents with tenants located within Redevelopment Area - Project I requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales agreements with purchasers of property located in Redevelopment Area - Project I requiring said sales tax information to be provided to the City. The Developer shall enforce said provisions to the maximum extent permitted by law, and the Developer hereby agrees that each such lease or sales agreement shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

b. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes from which Economic Activity Taxes are due.

c. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes to the governing body of each such Taxing District with a request that such Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

d. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and the Redevelopment Plan.

22. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund, which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including the retirement of TIF Obligations, and for the possible distribution to the Taxing Districts in the manner set forth in the Redevelopment Plan.

23. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

a. Debt Service. Funds in the Special Allocation Fund shall first be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding TIF Obligations, if any; provided, however, that all conditions precedent to the City's duties specified in Section 12.a. have occurred and further provided that if TIF Obligations are issued for only a portion of the Reimbursable Project Costs and the remainder of the Reimbursable Project Costs are to be reimbursed to the Developer from the Special Allocation Fund on an "as collected" basis as provided in Section 25, the amount of funds disbursed from the Special Allocation Fund to pay the Debt Service for said TIF Obligations shall be limited to an amount that is proportional to the amount of Reimbursable Project Costs funded by TIF Obligations as compared to the amount of the total Reimbursable Project Costs that have been incurred.

b. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the Developer's reasonable Reimbursable Project Costs as they come due; provided, however, that such disbursement may only be made if, after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, if any, and all conditions precedent to the City's duties specified in Section 12.a. herein have occurred.

24. Payment of Project Costs - Issuance of TIF Obligations. After the execution of this Agreement, the City may approve the issuance of TIF Obligations. TIF Obligations shall be payable from all or any portion of the moneys in the Special Allocation Fund as described in the Redevelopment Plan on terms and at an interest rate determined by market conditions at the time of issuance, the proceeds of which will be used to finance Reimbursable Project Costs incurred or to be incurred. Upon the Developers' presentation to the City of a certificate that details Reimbursable Project Costs (the "Certificate") incurred, the City shall review, verify and confirm the information included in the Certificate. If the City determines that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred, it shall approve the same and, within thirty (30) days after said approval, make disbursement to the Developer of sufficient proceeds of the obligations to pay for the Reimbursable Project Costs identified in the Certificate.

25. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs as estimated in Exhibit C are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Obligations, the Developer shall present to the City a Certificate which details the costs submitted for reimbursement or direct payment and certifies that said costs are reasonable Reimbursable Project Costs. The City shall review, verify and confirm the information included in said certificate and, if the City determines that it accurately reflects reasonable Reimbursable Project Costs, it shall approve the same and, within thirty (30) days after said approval, make disbursement to the Developer of sufficient proceeds of the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay for the Reimbursable Project Costs. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer immediately. Any such disapproval may be appealed to the Board of Aldermen.

26. Sale or Disposition of Project Property.

a. Purchasing Entity. As a condition precedent to the transfer of any property interest held by the Developer within the boundaries of the Redevelopment Area – Project I to any transferee, other than a Lender, the Developer shall require the transferee to enter into, and shall deliver to the City, an agreement obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Agreement relating to the property. Upon execution of such agreement, the Developer shall be released from its obligations in this Agreement relating to said transferred property.

b. Continuation of Payments in Lieu of Taxes. Subject to the provisions of Section 26.a. above, the Developer, or any third party, may sell, transfer, convey or otherwise dispose of real property within Redevelopment Area - Project I. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in Redevelopment Area - Project I, payments in lieu of taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Agreement.

c. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to Section 5 hereof; unless earlier satisfied and certified pursuant to Section 19 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Agreement.

d. Incorporation. The restrictions set forth above in Section 20.a. and b. (regarding PILOTs) as well as those set forth in Section 21 (regarding EATs) and Section 31 (regarding Permitted Uses), shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within Redevelopment Area - Project I and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project I.

27. Lease of Project Property.

a. The Developer, or any third party, may lease, use or sell real property within Redevelopment Area - Project I. The Developer, or any third party, shall insert in any such transfer agreement a provision in substantial conformity with the following language and shall have such transfer agreement signed by the user indicating acknowledgment and agreement to the following provision:

> **Economic Activity Taxes: Tenant (User) acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by Harrisonville, Missouri (the "City") and that certain taxes generated by Tenant's (User) economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. Tenant (User) shall forward to the City copies of Tenant's (User) State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by (User) Tenant's economic activities in the TIF District as the City shall reasonably require, all in the format prescribed by them.**

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Failure of the Developer to require that such restrictions be placed in any such lease or agreement shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project I. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

28. Full Assessment.

a. Redevelopment Area - Project I. After all TIF Obligations and Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating each of Redevelopment Area - Project I, all property in the applicable Redevelopment Project Areas shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and Redevelopment Area - Project I shall be owned and operated by the Developer or its successors and assigns free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, or the Redevelopment Plan, or of this Agreement.

b. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the Act, the Board of Aldermen shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Agreement.

29. Assignment of Developer's Obligations.

a. The Developer represents that its undertakings pursuant to this Agreement are for the purpose of redevelopment.

b. Without limiting the rights of the Developer or any third party under Section 26.b. hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer, except as otherwise provided in this Section 29. The Developer will not assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned. For purposes of this section, it will be presumptively unreasonable for the City to withhold its consent to Developer conveying the Redevelopment Area, and assigning its rights and delegating its obligations under this Agreement, to a shopping center developer who, individually or when combined with a property management entity, demonstrates to the reasonable satisfaction of the City, the following: (i) a net worth using generally accepted accounting practices of in excess of $5,000,000; (ii) management of in excess of 300,000 square feet of Class A retail shopping center properties, and (iii) the ability to fulfill the duties and obligations of the Developer at a level equal to or higher than that of Developer. Any purported assignment without consent of the City will be null and void. As a condition to the City granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

(1) Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Agreement to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

(2) For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Agreement that requires the City's consent.

(3) No consent will be required under this section for any pledge or assignment of this Agreement or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

(4) No consent will be required under this section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon execution of an assignment agreement between Developer and any authorized assignee under this Section 29, Developer shall be released in full for any and all obligations set out in this Agreement that are assumed in writing by such authorized assignee.

30. Transfer of Interests in Developer. Members of the Developer shall, prior to the sale, conveyance or other transfer by any member of any interest in the Developer which involves participation in management except to another member, request approval of such transfer, and no such transfer shall be permitted except with the prior approval of the City, such approval not to be unreasonably conditioned, withheld or delayed. Upon submission by the Developer of any member request for transfer to the City, the City shall have the right to request such documentation and information as the City shall reasonably determine to be necessary or desirable to determine whether such transfer is acceptable to the City. Notwithstanding the foregoing, any member of and member of the Developer, may, without notice to or approval of the City, transfer interests in the member if such transfer does not result in a material change in the controlling interests of the Developer. In addition, this section shall not be construed to prohibit or require approval of the City for any transfers that occur by operation of law.

31. Permitted Uses. The Developer shall not take any action to permit uses within Redevelopment Area - Project I that do not conform to and are not permitted by the Redevelopment Plan or by this Agreement.

32. Indemnification.

a. The Developer shall indemnify, protect, defend and hold the City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area, Redevelopment Area - Project I or a portion thereof and the Project Improvements.

b. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to the Developer for payment and, within five (5) business days after such submission, the Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information that would constitute attorney-client communication or attorney work product.

c. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

d. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon the Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

e. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

33. Breach-Compliance.

a. If the Developer or the City does not comply with provisions of this Agreement, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of Project I as therein stated, except for Excusable Delays (as defined in Section 34), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Agreement, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect the City from loss or to ensure that the Redevelopment Plan and Project I are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. Notwithstanding the remedies set forth above, under no circumstances shall the City refuse to reimburse the Developer for reimbursement of any valid Reimbursable Project Costs incurred by Developer on or before the date of any event of default in question. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

b. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

c. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of this Agreement.

d. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

34. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Agreement because of delays or temporary inability to commence, complete or proceed in accordance with Exhibit D hereto, Development Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer, which are caused by the action or inaction of any governmental body, including, but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Agreement where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, shortage of available materials, acts of terrorism, or periods of inclement weather such as days of rain (collectively "Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse the Developer from any obligation to pay money hereunder, nor shall this section excuse the Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in Section 12.b. hereof and except if financing commitments obtained by the Developer and approved by the City as provided in this Agreement are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case the Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments to be approved by the City in the same manner as provided herein for the initial financing commitments.

35. Notice. Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Administrator
300 East Pearl Street
Harrisonville, Missouri 64701

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
200 NE Missouri Road, Suite 200
Lee's Summit, Missouri 64086

Any notice to the Developer shall be addressed to:

David Christie
D.J. Christie, Inc.
9400 Reeds Road, Suite 100
Overland Park, Kansas 66207

With a copy to:

James Grice
Spencer Fane Britt & Browne, LLP
1000 Walnut, Suite 1400
Kansas City, Missouri 64106

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

36. Modification. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Developer. Any modification to this Agreement so approved shall be attached hereto and incorporated herein by reference.

37. Effective Date. This Agreement shall become effective on the date set forth herein and shall remain in full force and effect until the completion of all Project I Improvements in Project I of the Redevelopment Plan, as described herein, and so long as any TIF Obligations or Redevelopment Project Costs remain outstanding and unpaid.

38. Recording. Upon full execution by the City and the Developer, this Agreement shall be recorded by the City in the Cass County Office of the Recorder of Deeds.

39. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

40. Covenant Running With the Land. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property

or any part thereof (provided, subject to the provisions of Section 28.b. hereof, that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

41. Administrative Costs and Expenses. Subject to the successful issuance of TIF Obligations in accordance with this Agreement, the Developer shall reimburse the City for all reasonable documented, out-of-pocket expenses incurred in connection with the Redevelopment Area, the Redevelopment Plan, this Agreement, and the issuance of the TIF Obligations including attorney's fees, postage, mileage, copying costs, recording costs and similar expenses. Said reimbursements to the City shall be deemed Reimbursable Project Costs. As soon as the TIF Obligations are issued and proceeds are made available, the Developer shall have no further obligation to pay administrative costs hereunder. The City may withhold an administrative service fee to cover the administration and other City costs during the duration of the Redevelopment Plan. The administrative service fee shall be an amount equal to 1.00% of the annual collections in the Special Allocation Fund.

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

43. Good Faith; Consent or Approval. In performance of this Agreement or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, and (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Agreement. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agree to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Agreement or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any

responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval and consents by the City under the terms of this Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE, MISSOURI

ATTEST:

Debbie Grant
City Clerk

By: K W Wood
Mayor, Kevin Wood

APPROVED AS TO FORM:

____
City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 16th day of December, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin W. Wood the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

April L. Wiskur
NOTARY PUBLIC
April L. Wiskur

My Commission Expires:

November 7, 2006

[SEAL]

APRIL L WISKUR
Notary Public - Notary Seal
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXP. NOV. 7,2006

STATE OF MISSOURI)
) ss.
COUNTY OF ______________)

BE IT REMEMBERED, that on this _____ day of ____________, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ____________________,the _________________ of D. J. Christie, Inc., a ______________company, who is personally known to me to be the same person who executed the within instrument on behalf of D. J. Christie, Inc., and such person duly acknowledged the execution of the same to be the act and deed of D. J. Christie, Inc..

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:

____

[SEAL]

FILE NUMBER 429711
OR BK 03215 PG 0526
RECORDED 03/26/2009 01:28:20 PM
RECORDING FEE 324.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

C B

(Space above reserved for Recorder of Deeds certification)

Title of Document: **Tax Increment Financing Redevelopment Agreement between the City of Harrisonville, Missouri and D.J. Christie, Inc. for the Harrisonville Towne Center Tax Increment Financing Plan**

Date of Document: **December 22, 2005**

Grantor(s): **City of Harrisonville, Missouri**

Grantee(s): **D.J. Christie, Inc.**

Mailing Address(s): **City of Harrisonville, Missouri**
Attn: City Clerk
300 E. Pearl Street
Harrisonville, MO 64701

Legal Description:

See Attached Exhibit A

Reference Book and Page(s)

COUNCIL BILL 087
REDEVELOPMENT AGREEMENT
EXHIBIT B

TAX INCREMENT FINANCING

REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

D. J. CHRISTIE, INC.

FOR THE

HARRISONVILLE TOWNE CENTER

TAX INCREMENT FINANCING PLAN

Table of Contents

REDEVELOPMENT AGREEMENT

THIS AGREEMENT, is hereby entered into this 22 day of December, 2005, by and between THE CITY OF HARRISONVILLE, MISSOURI (the "City") and D. J. Christie, Inc., the developer selected by the City (the "Developer") to implement its Plan of redevelopment more fully described herein.

Recitals

A. The Tax Increment Financing Commission of Harrisonville, Missouri (the "Commission") on September 14, 2005, recommended that the City approve the Harrisonville Towne Center Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan and determined to be a Blighted Area and as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Redevelopment Area"). The Redevelopment Plan provides for the construction of one (1) redevelopment project in Harrisonville, Missouri ("Project I"), which anticipates the construction of approximately 157,900 gross square feet of improvements to be used for the operation of businesses conducting retail sales, in the portion of the Redevelopment Area ("Redevelopment Area – Project I") designated on Exhibit B as "Redevelopment Area – Project I", together with the installation, repair, construction, reconstruction and relocation of certain streets and utilities; and

B. The Commission further recommended that the City select D. J. Christie, Inc. as the Developer to implement Project I of the Redevelopment Plan.

C. By Ordinance No. 2940, adopted by the Board of Aldermen of the City of Harrisonville (the "Board of Aldermen") on November 21, 2005, the City approved the Redevelopment Plan, declared the Redevelopment Area as a Blighted Area, selected the Developer to implement Project I of the Redevelopment Plan, and authorized the City to enter into an agreement with the Developer for the implementation of Project I described in the Redevelopment Plan.

D. The Redevelopment Plan contemplates that Project I will be designated by Ordinance as a redevelopment project in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 R.S.Mo. 2000, as amended (the "Act").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Rules of Interpretation.

a. All capitalized words or terms used in this Agreement and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto, and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this section unless the context in which such words and terms are used clearly requires otherwise.

b. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided however, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 36 of this Agreement.

(2) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

2. Definitions.

(a) "Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete plating, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use;

(b) "City," the City of Harrisonville, Missouri;

(c) "City Code," the Code of Ordinances of the City of Harrisonville, Missouri;

(d) "Board of Aldermen," the governing body of Harrisonville, Missouri;

(e) "City Treasurer," the Finance Director of the City of Harrisonville, Missouri, or his or her designee;

(f) "Commission," the Tax Increment Financing Commission of Harrisonville, Missouri;

(g) "County Assessor," the assessor of Cass County, Missouri;

(h) "County Collector," the collector of Cass County, Missouri;

(i) "Debt Service," the amount required for the payment of interest and principal on TIF Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the TIF Obligations to retire or secure the TIF Obligations;

(j) "Developer," D. J. Christie, Inc., its successors and assigns;

(k) "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited;

(l) "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes that are imposed by the City or other Taxing Districts, which are generated by economic activities within Redevelopment Area - Project I, while tax increment financing remains in effect, excluding licenses, fees or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act;

(m) "Ordinance," an ordinance enacted by the Board of Aldermen;

(n) "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to retire TIF Obligations and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after Project I to be developed in the Redevelopment Area is approved by an Ordinance of the Board of Aldermen. Payments in lieu of taxes that are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo.;

(o) "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which payments in lieu of taxes are to be deposited;

(p) "Redevelopment Plan," The Harrisonville Towne Center Tax Increment Financing Plan;

(q) "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and Project I as shown on Exhibit C attached hereto. Such costs include, but are not limited to, the following:

(1) Costs of studies, surveys, plans and specifications; professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services, and including the reasonable costs incurred by the City or the Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Project I;

(2) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(3) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

(4) Financing costs, including, but not limited to, (i) all necessary and incidental expenses related to any interim loans obtained by the Developer for the purpose of funding the Reimbursable Project Costs and (ii) all necessary and incidental expenses related to the issuance of TIF Obligations, and which may include payment of interest on any TIF Obligations issued hereunder accruing during the estimated period of construction of the Redevelopment Projects for which such TIF Obligations are issued and including reasonable reserves related thereto;

(5) Costs of construction of public works or improvements;

(6) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(7) Payments in lieu of taxes.

(r) "Reimbursable Project Costs," the portion of Redevelopment Project Costs that, pursuant to the Redevelopment Plan and this Agreement, are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes or the proceeds of TIF Obligations and Special District Revenues, and which costs include those as are set forth in Exhibit C attached hereto plus all actual Financing Costs and Reimbursable Project Costs to include those costs incurred by the City or the Developer as a result of preparing, reviewing and adopting the Redevelopment Plan and Project I; designation of the Redevelopment Area and the Redevelopment Area - Project I; planning, financing, acquiring and constructing Project I and any other work authorized by the Redevelopment Plan; the oversight of the construction of Project I; the implementation of the Redevelopment Plan; and the management of the Special Allocation Fund as well as any and all costs associated with formation of the Special District;

(s) "School District," the Harrisonville R-IX School District;

(t) "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are deposited for the purpose of paying Redevelopment Project Costs and TIF Obligations incurred in the payment thereof;

(u) "Special District Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by a Transportation Development District;

(v) "Special District," a Missouri Transportation Development District pursuant to Sections 238.200 to 238.275 RSMo 2000, as amended;

(w) "Taxing Districts," any political subdivision of this state having the power to levy taxes;

(x) "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City pursuant to the Act to carry out Project I and related improvements or to fund outstanding obligations;

(y) "Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel of real property within Redevelopment Area - Project I immediately after tax increment financing for such area has been approved by the Board of Aldermen by an Ordinance.

3. Redevelopment Area. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in Exhibit A, attached hereto.

4. Redevelopment Project Area. The Redevelopment Area will be developed within the area more specifically identified in Exhibit B as Redevelopment Area - Project I, all in accordance with the provisions of the Redevelopment Plan. Tax increment financing for Redevelopment Area - Project I shall become effective only upon the approval thereof by an Ordinance of the Board of Aldermen; provided, however, that any such Ordinance may be changed, modified and/or amended only in accordance with the Act by appropriate Ordinance passed by the Board of Aldermen, upon the recommendation of the Commission. The Developer has been designated by the City as Developer for Redevelopment Area – Project I.

5. Project I and Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Agreement, to ameliorate or satisfy those conditions that are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area, the Developer shall cause Redevelopment Area – Project I to be developed as Project I. In conjunction with Project I, the Developer shall fund and/or construct or cause to be constructed those improvements as set forth in the Redevelopment Plan (the "Project Improvements"). The Project Improvements include those improvements associated with the construction of a retail center of approximately 157,900 gross square feet and related public infrastructure improvements as identified in Exhibit E attached hereto in accordance with the Redevelopment Plan, this Agreement, a plan document as required for the applicable zoning district for each parcel, and all other applicable laws and regulations.

6. Funding Sources and Uses of Funds.

a. Private Funds. Private funds (the "Private Funds") will be the total of the Developer's equity, equity investment provided by third parties, and debt incurred by the Developer. Private Funds shall be used for funding of the Project Improvements. As provided in this Agreement and pursuant to Exhibit C, the Developer shall be reimbursed for that portion of the Project Improvement costs that are described as Reimbursable Project Costs from the proceeds of TIF Obligations or, in the event TIF Obligations are not issued, from Economic Activity Taxes and Payments in Lieu of Taxes generated by Project I and deposited in the Special Allocation Fund.

b. TIF Obligations. The proceeds from TIF Obligations may be used to fund actual Reimbursable Project Costs in accordance with Exhibit C, along with underwriting fees, original issue discounts, legal fees and other costs of issuance associated with the TIF Obligations.

7. Reimbursable Cost Categories. The Developer shall have the right and ability to adjust Developer Reimbursable Project Costs (as defined in the Redevelopment Plan) within, and among, reimbursable expense categories as shown on Exhibit C, so long as the total amount of Developer Reimbursable Project Costs does not exceed the total principal aggregate amounts shown on Exhibit C plus any actual Financing Costs, any actual costs associated with the formation of the Special District or any actual costs attributable to City's administrative costs as contemplated by Section 41 of this Agreement.

8. Project Budget.

a. The Project Improvements shall be constructed substantially in accordance with the Project Budget attached hereto as Exhibit C.

b. The Developer shall promptly notify the City of any material changes in Exhibit C that occur after the City's approval of the Redevelopment Plan.

9. Development Schedule.

a. It is the intention of the parties that development activities for Redevelopment Area - Project I be substantially commenced and completed on or before the dates set forth in Exhibit D, attached hereto and incorporated herein by reference (the "Development Schedule"). The parties hereto recognize and agree that market conditions, timely approval, funding and completion of Project Improvements and other conditions may affect the Development Schedule for the Project Improvements. Therefore, the Development Schedule for the Project Improvements is subject to change and/or modification, with the written approval of the City, which shall not be unreasonably withheld. In order to implement the Development Schedule, the City will endeavor to facilitate the timely passage of the Ordinance approving Project I referred to in Section 4. The Developer shall render such reasonable aid and assistance as requested by the City to insure favorable consideration of such Ordinances referred to in Section 4 by the Board of Aldermen. If the Developer does not comply with the Development Schedule as set forth above for reasons other than a City failure to complete its obligations under this Agreement, then, unless the Developer requests an amendment of such Development Schedule prior to such failure and as a result of such request for an amendment of the Development

Schedule, the amendment is so approved by the City, the City may require the Developer to appear before the Board of Aldermen to show cause why this Agreement shall not be terminated in accordance with Section 33 hereof.

b. The City shall not be obligated to issue any certificates of occupancy for structures within Redevelopment Area – Project I until the public infrastructure improvements identified on Exhibit E are substantially complete as determined by the City. The City shall determine that said improvements described herein are substantially complete at such time that each improvement is sufficiently complete in accordance with the applicable construction specifications so that the improvement is functional and can be utilized for its intended use; provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the improvement.

10. Developer's Duties. Subject to the City's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the Developer's duties are as follows:

a. The Developer shall comply with all applicable laws, ordinances, rules and regulations, and the provisions of this Agreement. The Developer shall also comply with the provisions of the Redevelopment Plan to the extent said documents are not inconsistent with this Agreement.

b. Subject to the provisions of Section 8, the Developer shall acquire or obtain control of all real property in Redevelopment Area – Project I as set forth in Exhibit B in accordance with the Development Schedule (Exhibit D).

c. Subject to the provisions of Section 8, the Developer shall construct all Project Improvements and shall complete all other development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule (Exhibit D). Changes in the redevelopment program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties hereto.

d. Subject to the provisions of Section 8 and Section 9, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, Exhibit D attached hereto, for such activities.

e. Subject to the provisions of Section 8, the Developer shall construct or cause the construction of the public infrastructure portions of the Project Improvements in accordance with the provisions of the City Code applicable requirements and of any other governmental authority having jurisdiction over the improvement.

f. The Developer shall take all necessary actions that are within the reasonable control of the Developer to establish a Transportation Development District pursuant to Chapter 238 RSMo 2000, as amended ("TDD") promptly after execution of this Agreement, said TDD to include the real property owned by the Developer in Project I (said TDD being referred to herein as "Special District"). The City hereby consents to such TDD formation so long as the petition of formation is in a form attached as Exhibit F (the "TDD Petition") and the TDD project to be funded by the TDD includes the street improvements described therein. After the Special District has been formed, the Special District shall enter into a cooperative contract with the City in a form attached hereto as Exhibit G (the "Special District Contract"). Neither the Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the imposition of a sales tax within the boundaries of the Special District at the rate of one percent (1%).

g. The Developer shall use all reasonable efforts to acquire easements through that portion of the Redevelopment Area that is not included in Redevelopment Area – Project I as are necessary for sewer and other utility extensions as shown on the approved Preliminary Plat for the Harrisonville Towne Center.

11. City's Duties. Subject to the Developer's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the City hereby agrees as follows:

a. The City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payments in Lieu of Taxes and Economic Activity Taxes as set forth in the Act generated from the Redevelopment Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Jurisdictions from such Taxing Jurisdictions, the City shall deposit such funds in the Special Allocation Fund.

b. The City shall take all necessary actions to issue TIF Obligations on or before February 1, 2006, in such amount as is necessary to produce a net project fund in an amount not less than the Reimbursable Project Costs.

c. The City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs as specified in Sections 24 and 25, as appropriate, herein; subject, however, to the provisions of Section 12 hereof.

d. Tax Increment Financing for Redevelopment Area - Project I shall become effective upon the approval thereof by a separate Ordinance of the Board of Aldermen. The City shall take all such actions as are necessary to ensure the timely consideration by the Board of Aldermen of such Ordinance.

e. The City shall take all reasonable actions to cooperate with the Developer in the Developer's duty to establish the Special District as specified in Section 10.f. herein, including entering into the Special District Contract.

12. Conditions Precedent.

a. To City's Duties. The City's obligations to issue TIF Obligations as described in Section 11(b) of this Agreement shall be subject to the occurrence of the following events.

(1) Loan term sheet commitments to the Developer for the total private financing for the Project Improvements (excluding Reimbursable Project Costs), shall be made by Gold Bank or such other financial institutions or entities reasonably acceptable

to the City. Such commitments shall include, without limitation, equity and/or construction loan financing.

(2) A Special District as defined herein, has been established, a Special District sales tax at a rate of one percent (1%) has been imposed on all properties within the boundaries of the Special District, and the Special District Contract has been executed as specified in Section 11.e. herein.

(3) The City has entered into an agreement with the Developer and Sutherland Lumber Company of Kansas City, LLC, obligating Sutherland Lumber to construct, open and operate a 135,000 square foot or larger retail home improvement anchor store in the Redevelopment Area – Project I for a period of no less than five (5) years.

b. To Developer's Duties. The Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule, Exhibit D hereto:

(1) The City's approval of the Developer's financing plan.

(2) The City's timely approval of all required zoning, subdivision and permit applications.

(3) The successful establishment of the Special District as provided in Section 10.f. herein and issuance of TIF Obligations in amounts sufficient to pay all Reimbursable Project Costs.

13. Tenant Approvals. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Area – Project I including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City shall have the right to review and approve the following users within the Redevelopment Area:

a. Existing Users in the City. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Area – Project I other than in the retail strip center, which has the following characteristics: (i) directly causes a reduction in the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or (ii) reduces the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs and (iii) is then open and operating in the City. Relocation of any existing users in the City in the retail strip center shall be limited to such businesses where any such relocation results in an expansion of the amount of net operating space of the business by a minimum of twenty-five percent (25%) as compared to the amount of net operating space being used at said business' existing location in the City.

b. Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than one (1) of the outparcel lots in the Redevelopment Area – Project I for use as a Fast Food Restaurant as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant that typically has one or more of the following characteristics:

(1) A "drive through" window;

(2) Less than 15 tables for the service of customers;

(3) No menu items in excess of $6.00;

(4) No waiter or waitress service; and

(5) No Liquor, wine or beer sales.

For the purpose of this section and notwithstanding the foregoing, (i) the following restaurants or reasonably similar restaurants shall be considered to be Fast Food Restaurants: McDonalds, Wendy's, Burger King, White Castle, Hardees, Jack in the Box, and Carl's Jr. and (ii) the following restaurants or reasonably similar restaurants shall not be considered to be fast food restaurants: Panera Bread, Chipotle, Red Robin, Steak 'n Shake, and Starbucks.

c. Used or Second Hand Merchandise Stores. Without City approval, the Developer shall not lease or sell space in the Redevelopment Area – Project I to a store whose primary business is the sale of used or second hand merchandise, a thrift shop or a flea market.

d. Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) gasoline station/convenience store on an outparcel lot in the Redevelopment Area – Project I. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel and oil is be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers. As used herein, a gasoline station/convenience store shall not include a gasoline sales facility constructed and operated by a retail store whose primary business is not gasoline sales.

e. Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, sell or lease any of the Redevelopment Area – Project I to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility; provided that an auto repair business or lube shop or similar business as described herein shall not include a retail business whose primary business is the sale of and installation of tires for motor vehicles. Without City approval, the Developer shall not by sale or lease locate more than one (1) such retail tire business in the Redevelopment Area – Project I except in the retail strip center where any garage doors are located at the rear of the building and there is no outdoor storage of goods or merchandise.

f. Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease any of the Redevelopment Area – Project I other than in the retail strip center to non-sales tax generating businesses such as office uses, banks, or fitness centers; provided that the total amount of space leased or sold to any such non-sales tax generating businesses in the retail strip center shall not exceed in the aggregate twenty percent (20%) of the total finished floor space of the retail strip center portion of Project I.

14. Reserved.

15. Design Criteria and Review Procedures.

a. The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements as a part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as "Land Use Approvals") in order to create an integrated, unified design.

b. Construction plans for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, Commercial Design Guidelines attached hereto as Exhibit H, and this Agreement. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of this Agreement, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

(1) No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to, or a waiver of compliance with, the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of Project Improvements and until said Project Improvements have been completed, the Developer shall, as part of the report required by Section 16, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period the work of the Developer shall be subject to inspection by representatives of the City as described in Section 17.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them, arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or

construed to be a determination that the same are in compliance with any laws, regulations or ordinances, nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

16. Progress Reports.

a. On October 31 of each year until all Project Improvements are completed, the Developer shall report to the Board of Aldermen the progress of its implementation of Project I. At the first regularly-scheduled meeting of the Board of Aldermen following the fifth anniversary of the date of the approval of the Redevelopment Plan by the City, and on each five-year anniversary thereafter so long as Project I shall remain in effect, the Developer shall prepare and submit to the Board of Aldermen a detailed report on the progress of implementation of Project I. Such report shall include at least the following information and may contain such other information with regard to Project I as the Developer wishes to submit or the City may reasonably require:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual assessed value of Redevelopment Area - Project I before and after completion of the Project Improvements as compared to Redevelopment Plan estimates;

(4) actual payments in lieu of taxes as compared to Redevelopment Plan estimates;

(5) actual Redevelopment Project Costs in Redevelopment Area - Project I compared to Redevelopment Plan estimates;

(6) actual start and completion dates of Project Improvements in Redevelopment Area - Project I compared to Redevelopment Plan estimates; and

(7) estimated start date of Project Improvements not yet commenced at date of report.

b. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

17. Control of Project. Except as otherwise provided in this Agreement, the Developer shall have complete and exclusive control over the construction of the Project Improvements that it owns or controls; subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and all other applicable provisions of the City Code. As to all parts of Project I, the Developer hereby grants to the City, its agents and employees the right to enter at reasonable times after reasonable notice for the purpose of inspecting Project I.

18. Compliance with Laws. At all times during the term of this Agreement and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same

in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force, or that may be enacted hereafter which pertain to the ownership, occupancy, use and operation of Project I and Redevelopment Area - Project I.

19. Certificate of Compliance. Upon the completion of each of Project I, the Developer shall submit a report certifying that the Project Improvements necessary or appropriate for that project have been completed in accordance with the Redevelopment Plan and that it is in compliance with all other provisions of this Agreement. The Developer shall, as part of its report, submit its certificate setting forth (a) the total cost of completing the Project Improvements and (b) Redevelopment Project Costs incurred that are eligible for reimbursement pursuant to the Redevelopment Plan or that have been paid for with private funds. The City may conduct an investigation and if the City determines that such project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by a Certificate of Occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Agreement have been performed, including formation of the Special District, then it shall issue a Certificate of Completion and Compliance and certify Redevelopment Project Costs as eligible for reimbursement. If the City determines that such project has not been completed in accordance with the provisions of the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that the Developer is not in compliance with the terms of this Agreement, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of the Developer, the City shall hold a hearing at which the Developer may present new and/or additional evidence.

a. The certification by the City shall be the determination of the satisfaction and release of the covenants in this Agreement, with respect to the obligations of the Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Agreement.

b. Each such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form acceptable to the Parties.

20. Payments in Lieu of Taxes.

a. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for Redevelopment Area - Project I, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in the Redevelopment Area.

b. Failure to pay Payments in Lieu of Taxes as to any property in Redevelopment Area - Project I shall constitute a default by the owner, assignee and/or tenant of such property of the provisions of Section 33 hereof, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such Redevelopment Area - Project I as in other delinquent property tax cases, or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, or of the principal of and interest on, any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in Redevelopment Area - Project I to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of each of Redevelopment Area - Project I by Ordinance of the Board of Aldermen, the City shall use all reasonable and diligent efforts to promptly notify the County Collector, the City Treasurer and all other appropriate officials and persons and seek to fully implement the payments in lieu of taxes and reimbursements of Redevelopment Project Costs as provided in this Agreement and in the Redevelopment Plan.

c. Notwithstanding anything to the contrary herein, the lien on property within Redevelopment Area - Project I shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by the Board of Aldermen as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

21. Economic Activity Taxes.

In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the City Treasurer, who shall deposit such funds in the Economic Activity Account. Following the approval of Project I, for as long as Redevelopment Area - Project I is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

a. Documentation of Economic Activity Taxes. The Developer, its successors and assigns shall provide the City with documentation of sales tax receipts for each business in Redevelopment Area - Project I, indicating the type and amount of the Economic Activity Taxes paid by each such business located within Redevelopment Area - Project I. The Developer shall include provisions substantially similar to the provision as specified in Section 27 herein in all lease documents with tenants located within Redevelopment Area - Project I requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales agreements with purchasers of property located in Redevelopment Area - Project I requiring said sales tax information to be provided to the City. The Developer shall enforce said provisions to the maximum extent permitted by law, and the Developer hereby agrees that each such lease or sales agreement shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

b. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes from which Economic Activity Taxes are due.

c. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes to the governing body of each such Taxing District with a request that such Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

d. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and the Redevelopment Plan.

22. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund, which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including the retirement of TIF Obligations, and for the possible distribution to the Taxing Districts in the manner set forth in the Redevelopment Plan.

23. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

a. Debt Service. Funds in the Special Allocation Fund shall first be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding TIF Obligations, if any; provided, however, that all conditions precedent to the City's duties specified in Section 12.a. have occurred and further provided that if TIF Obligations are issued for only a portion of the Reimbursable Project Costs and the remainder of the Reimbursable Project Costs are to be reimbursed to the Developer from the Special Allocation Fund on an "as collected" basis as provided in Section 25, the amount of funds disbursed from the Special Allocation Fund to pay the Debt Service for said TIF Obligations shall be limited to an amount that is proportional to the amount of Reimbursable Project Costs funded by TIF Obligations as compared to the amount of the total Reimbursable Project Costs that have been incurred.

b. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the Developer's reasonable Reimbursable Project Costs as they come due; provided, however, that such disbursement may only be made if, after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, if any, and all conditions precedent to the City's duties specified in Section 12.a. herein have occurred.

24. Payment of Project Costs - Issuance of TIF Obligations. After the execution of this Agreement, the City may approve the issuance of TIF Obligations. TIF Obligations shall be payable from all or any portion of the moneys in the Special Allocation Fund as described in the Redevelopment Plan on terms and at an interest rate determined by market conditions at the time of issuance, the proceeds of which will be used to finance Reimbursable Project Costs incurred or to be incurred. Upon the Developers' presentation to the City of a certificate that details Reimbursable Project Costs (the "Certificate") incurred, the City shall review, verify and confirm the information included in the Certificate. If the City determines that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred, it shall approve the same and, within thirty (30) days after said approval, make disbursement to the Developer of sufficient proceeds of the obligations to pay for the Reimbursable Project Costs identified in the Certificate.

25. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs as estimated in Exhibit C are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Obligations, the Developer shall present to the City a Certificate which details the costs submitted for reimbursement or direct payment and certifies that said costs are reasonable Reimbursable Project Costs. The City shall review, verify and confirm the information included in said certificate and, if the City determines that it accurately reflects reasonable Reimbursable Project Costs, it shall approve the same and, within thirty (30) days after said approval, make disbursement to the Developer of sufficient proceeds of the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay for the Reimbursable Project Costs. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer immediately. Any such disapproval may be appealed to the Board of Aldermen.

26. Sale or Disposition of Project Property.

a. Purchasing Entity. As a condition precedent to the transfer of any property interest held by the Developer within the boundaries of the Redevelopment Area – Project I to any transferee, other than a Lender, the Developer shall require the transferee to enter into, and shall deliver to the City, an agreement obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Agreement relating to the property. Upon execution of such agreement, the Developer shall be released from its obligations in this Agreement relating to said transferred property.

b. Continuation of Payments in Lieu of Taxes. Subject to the provisions of Section 26.a. above, the Developer, or any third party, may sell, transfer, convey or otherwise dispose of real property within Redevelopment Area - Project I. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in Redevelopment Area - Project I, payments in lieu of taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Agreement.

c. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to Section 5 hereof; unless earlier satisfied and certified pursuant to Section 19 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Agreement.

d. Incorporation. The restrictions set forth above in Section 20.a. and b. (regarding PILOTs) as well as those set forth in Section 21 (regarding EATs) and Section 31 (regarding Permitted Uses), shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within Redevelopment Area - Project I and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project I.

27. Lease of Project Property.

a. The Developer, or any third party, may lease, use or sell real property within Redevelopment Area - Project I. The Developer, or any third party, shall insert in any such transfer agreement a provision in substantial conformity with the following language and shall have such transfer agreement signed by the user indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant (User) acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by Harrisonville, Missouri (the "City") and that certain taxes generated by Tenant's (User) economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. Tenant (User) shall forward to the City copies of Tenant's (User) State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by (User) Tenant's economic activities in the TIF District as the City shall reasonably require, all in the format prescribed by them.

Failure of the Developer to require that such restrictions be placed in any such lease or agreement shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or Redevelopment Area - Project I. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

28. Full Assessment.

a. Redevelopment Area - Project I. After all TIF Obligations and Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating each of Redevelopment Area - Project I, all property in the applicable Redevelopment Project Areas shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and Redevelopment Area - Project I shall be owned and operated by the Developer or its successors and assigns free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, or the Redevelopment Plan, or of this Agreement.

b. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the Act, the Board of Aldermen shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Agreement.

29. Assignment of Developer's Obligations.

a. The Developer represents that its undertakings pursuant to this Agreement are for the purpose of redevelopment.

b. Without limiting the rights of the Developer or any third party under Section 26.b. hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer, except as otherwise provided in this Section 29. The Developer will not assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned. For purposes of this section, it will be presumptively unreasonable for the City to withhold its consent to Developer conveying the Redevelopment Area, and assigning its rights and delegating its obligations under this Agreement, to a shopping center developer who, individually or when combined with a property management entity, demonstrates to the reasonable satisfaction of the City, the following: (i) a net worth using generally accepted accounting practices of in excess of $5,000,000; (ii) management of in excess of 300,000 square feet of Class A retail shopping center properties, and (iii) the ability to fulfill the duties and obligations of the Developer at a level equal to or higher than that of Developer. Any purported assignment without consent of the City will be null and void. As a condition to the City granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

(1) Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Agreement to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

(2) For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Agreement that requires the City's consent.

(3) No consent will be required under this section for any pledge or assignment of this Agreement or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

(4) No consent will be required under this section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon execution of an assignment agreement between Developer and any authorized assignee under this Section 29, Developer shall be released in full for any and all obligations set out in this Agreement that are assumed in writing by such authorized assignee.

30. Transfer of Interests in Developer. Members of the Developer shall, prior to the sale, conveyance or other transfer by any member of any interest in the Developer which involves participation in management except to another member, request approval of such transfer, and no such transfer shall be permitted except with the prior approval of the City, such approval not to be unreasonably conditioned, withheld or delayed. Upon submission by the Developer of any member request for transfer to the City, the City shall have the right to request such documentation and information as the City shall reasonably determine to be necessary or desirable to determine whether such transfer is acceptable to the City. Notwithstanding the foregoing, any member of and member of the Developer, may, without notice to or approval of the City, transfer interests in the member if such transfer does not result in a material change in the controlling interests of the Developer. In addition, this section shall not be construed to prohibit or require approval of the City for any transfers that occur by operation of law.

31. Permitted Uses. The Developer shall not take any action to permit uses within Redevelopment Area - Project I that do not conform to and are not permitted by the Redevelopment Plan or by this Agreement.

32. Indemnification.

a. The Developer shall indemnify, protect, defend and hold the City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area, Redevelopment Area - Project I or a portion thereof and the Project Improvements.

b. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to the Developer for payment and, within five (5) business days after such submission, the Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information that would constitute attorney-client communication or attorney work product.

c. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

d. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon the Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

e. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

33. Breach-Compliance.

a. If the Developer or the City does not comply with provisions of this Agreement, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of Project I as therein stated, except for Excusable Delays (as defined in Section 34), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Agreement, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect the City from loss or to ensure that the Redevelopment Plan and Project I are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. Notwithstanding the remedies set forth above, under no circumstances shall the City refuse to reimburse the Developer for reimbursement of any valid Reimbursable Project Costs incurred by Developer on or before the date of any event of default in question. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

b. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

c. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of this Agreement.

d. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

34. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Agreement because of delays or temporary inability to commence, complete or proceed in accordance with Exhibit D hereto, Development Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer, which are caused by the action or inaction of any governmental body, including, but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Agreement where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, shortage of available materials, acts of terrorism, or periods of inclement weather such as days of rain (collectively "Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse the Developer from any obligation to pay money hereunder, nor shall this section excuse the Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in Section 12.b. hereof and except if financing commitments obtained by the Developer and approved by the City as provided in this Agreement are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case the Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments to be approved by the City in the same manner as provided herein for the initial financing commitments.

35. Notice. Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Administrator
300 East Pearl Street
Harrisonville, Missouri 64701

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
200 NE Missouri Road, Suite 200
Lee's Summit, Missouri 64086

Any notice to the Developer shall be addressed to:

David Christie
D.J. Christie, Inc.
9400 Reeds Road, Suite 100
Overland Park, Kansas 66207

With a copy to:

James Grice
Spencer Fane Britt & Browne, LLP
1000 Walnut, Suite 1400
Kansas City, Missouri 64106

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

36. Modification. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Developer. Any modification to this Agreement so approved shall be attached hereto and incorporated herein by reference.

37. Effective Date. This Agreement shall become effective on the date set forth herein and shall remain in full force and effect until the completion of all Project I Improvements in Project I of the Redevelopment Plan, as described herein, and so long as any TIF Obligations or Redevelopment Project Costs remain outstanding and unpaid.

38. Recording. Upon full execution by the City and the Developer, this Agreement shall be recorded by the City in the Cass County Office of the Recorder of Deeds.

39. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

40. Covenant Running With the Land. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property

or any part thereof (provided, subject to the provisions of Section 28.b. hereof, that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

41. Administrative Costs and Expenses. Subject to the successful issuance of TIF Obligations in accordance with this Agreement, the Developer shall reimburse the City for all reasonable documented, out-of-pocket expenses incurred in connection with the Redevelopment Area, the Redevelopment Plan, this Agreement, and the issuance of the TIF Obligations including attorney's fees, postage, mileage, copying costs, recording costs and similar expenses. Said reimbursements to the City shall be deemed Reimbursable Project Costs. As soon as the TIF Obligations are issued and proceeds are made available, the Developer shall have no further obligation to pay administrative costs hereunder. The City may withhold an administrative service fee to cover the administration and other City costs during the duration of the Redevelopment Plan. The administrative service fee shall be an amount equal to 1.00% of the annual collections in the Special Allocation Fund.

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

43. Good Faith; Consent or Approval. In performance of this Agreement or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, and (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Agreement. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agree to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Agreement or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any

responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval and consents by the City under the terms of this Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE, MISSOURI

ATTEST:

Debbie Grant

Debbie Grant City Clerk

By:

Mayor, Kevin Wood

APPROVED AS TO FORM:

T. Chris Williams City Attorney

D. J. CHRISTIE, INC., a Texas corporation

ATTEST:

____

By: David J. Christie

Its: President

WA 824158.1

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 21 day of November, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Paula D. Billinger
NOTARY PUBLIC

Paula D. Billinger
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County Comm. #05539142
My Commission Expires April 14, 2009

My Commission Expires:

4-14-2009

[SEAL] Paula D. Billinger NOTARY SEAL NOTARY PUBLIC STATE OF MISSOURI

STATE OF ~~MISSOURI~~ Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 22nd day of December, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David J. Christie, the President of D. J. Christie, Inc., a ______________ company, who is personally known to me to be the same person who executed the within instrument on behalf of D. J. Christie, Inc., and such person duly acknowledged the execution of the same to be the act and deed of D. J. Christie, Inc..

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

Melissa A Ehart
NOTARY PUBLIC

My Commission Expires:

12/29/08

[SEAL]

NOTARY PUBLIC - State of Kansas
MELISSA A. EHART
My Appt. Expires 12/29/08

EXHIBIT 1A

SURVEYORS LEGAL DESCRIPTION OF REDEVELOPMENT AREA

A TRACT OF LAND LOCATED IN LOT 1 OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 44 NORTH, RANGE 31 WEST, OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF HARRISONVILLE, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF THE NORTHWEST QUARTER; THENCE S 89°28'05" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 173.53 FEET; THENCE S 00°31'55" W A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LINDBERGH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S 89°28'05" E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1091.90 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 542.96 FEET, A CHORD BEARING OF S 09°54'53" E AND A CHORD DISTANCE OF 194.30 FEET, AN ARC LENGTH OF 195.35 FEET; THENCE S 00°21'44" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 548.90 FEET; THENCE S 06°39'52" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 273.48 FEET; THENCE S 02°49'48" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 291.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00 FEET, A CHORD BEARING OF S 17°40'47" W AND A CHORD DISTANCE OF 370.25 FEET, AN ARC LENGTH OF 372.07 FEET; THENCE S 34°43'22" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 214.80 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 71; THENCE N 88°02'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 238.63 FEET; THENCE N 64°09'42" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 281.78 FEET; THENCE N 36°41'14" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 584.44 FEET; THENCE N 00°01'04" E A DISTANCE OF 1243.33 FEET TO THE POINT OF BEGINNING. CONTAINS 1,828,861 SF, 41.98 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

EXHIBIT
B

2.1.f

EXHIBIT 1B

LEGAL DESCRIPTION – Redevelopment Project I:

A TRACT OF LAND LOCATED IN LOT 1 OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 44 NORTH, RANGE 31 WEST, OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF HARRISONVILLE, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF THE NORTHWEST QUARTER; THENCE S 89°28'05" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 173.53 FEET; THENCE S 00°31'55" W A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINDBERGH STREET,; THENCE S 89°28'05" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1091.90 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 542.96 FEET, A CHORD BEARING OF S 09°54'53" E AND A CHORD DISTANCE OF 194.30 FEET, AN ARC LENGTH OF 195.35 FEET; THENCE S 00°21'44" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 548.90 FEET; THENCE S 06°39'52" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 11.39 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING S 06°39'52" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 262.09 FEET; THENCE S 02°49'48" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 291.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00 FEET, A CHORD BEARING OF S 17°40'47" W AND A CHORD DISTANCE OF 370.25 FEET, AN ARC LENGTH OF 372.07 FEET; THENCE S 34°43'22" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 214.80 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 71; THENCE N 88°02'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 238.63 FEET; THENCE N 64°09'42" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 281.78 FEET; THENCE N 36°41'14" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 584.44 FEET; THENCE N 00°01'04" E A DISTANCE OF 481.94 FEET; THENCE S 89°58'56" E A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING. CONTAINS 980,716 SF, 22.51 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Blumberg No. 5119

EXHIBIT

C

EXHIBIT 5
PROJECT COSTS

OPINION of PROBABLE CONSTRUCTION COSTS*
HARRISONVILLE TOWNE CENTER TIF PLAN

November 15, 2005

Land Costs

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL REDEVELOPMENT COSTS	TOTAL REIMBURSABLE COSTS
1		22.51	ACRES	83,373.03	2,075,000.00	2,075,000.00
	Total Land Costs (including commissions and closing costs)				***$2,075,000.00***	***$2,075,000.00***

On Site Construction Costs

A-NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL REDEVELOPMENT COSTS	TOTAL REIMBURSABLE COSTS
1	Mobilization	1.0	Lump Sum	50,582.63	50,582.63	50,582.63
2	Contractor Furnished Borrow	0	CY	8.00	0.00	0.00
3	Cut, Fill and Excavation	1	Lump Sum	575,029.12	575,029.12	575,029.12
4	Pavement	1	Lump Sum	1,069,788.10	1,069,788.10	1,069,788.10
5	Curb, Gutter and Sidewalk	1	Lump Sum	208,049.60	208,049.60	208,049.60
6	Storm Sewer	1	Lump Sum	160,277.54	160,277.54	160,277.54
7	Inlets / Junction Boxes	1	Lump Sum	51,997.60	51,997.60	51,997.60
8	Bridge Structures	2	Lump Sum	200,000.00	200,000.00	200,000.00
9	Water Main	1	Lump Sum	216,083.28	216,083.28	216,083.28
10	Fire Hydrants	6	Each	2,223.83	13,342.98	13,342.98
11	Sanitary Sewer (8"and 6")	1	Lump Sum	18,418.18	18,418.18	18,418.18
12	Sanitary Sewer (30")	1,400	LF	167.19	234,066.00	234,066.00
13	Sanitary Sewer Manholes	8	Each	2,755.08	22,040.64	22,040.64
14	Site Lighting and Signage	1	Lump Sum	96,800.59	96,800.59	96,800.59
15	Landscaping	1.0	Lump Sum	149,975.39	149,975.39	149,975.39
16	Erosion Control	1	Lump Sum	8,775.11	8,775.11	8,775.11
17	Irrigation	1	Lump Sum	70,200.88	70,200.88	70,200.88
18	Site Survey	1	Lump Sum	5,000.00	5,000.00	5,000.00
19	Site Engineering	1	Lump Sum	71,500.00	71,500.00	71,500.00
20	Geotechnical Engineering	1	Lump Sum	20,000.00	20,000.00	20,000.00
21	Site Construction Testing	1	Lump Sum	111,750.00	111,750.00	111,750.00
22	Legal	1	Lump Sum	100,000.00	100,000.00	100,000.00
23	Construction Management & Consultant Fees	1	Lump Sum	165,000.00	165,000.00	165,000.00
24	Development Fee	1	Lump Sum	75,000.00	75,000.00	75,000.00
25	Utility Relocation and Construction	1	Lump Sum	75,000.00	75,000.00	75,000.00
	Total				**$3,768,677.64**	**$3,768,677.64**
26	**Flat Contingency**				**$70,000.00**	**$70,000.00**
	Total On Site Construction Costs				***$3,838,677.64***	***$3,838,677.64***

Off Site Construction Costs

B-NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL REDEVELOPMENT COSTS	TOTAL REIMBURSABLE COSTS
1	Grading	1.0	LS	247,611.36	247,611.36	247,611.36
2	Pavement (12' total	1	LS	305,113.31	305,113.31	305,113.31
3	Asphalt Shoulders	0	LS	30.00	0.00	0.00
4	Right Turn Lanes	1	LS	137,269.52	137,269.52	137,269.52
5	RCB Extension (2-10x6)	0	LF	1,000.00	0.00	0.00
6	RCB Extension (2-12x10)	1	LS	41,300.00	41,300.00	41,300.00
7	Traffic Signal	0	LS	150,000.00	0.00	0.00
8	Storm Sewer	1	LS	67493.00	67,493.00	67,493.00
	Total				**$798,787.19**	**$798,787.19**
9	**Flat Contingency**				**$30,000.00**	**$30,000.00**
	Total Off Site Construction Costs				***$828,787.19***	***$828,787.19***

Building Costs

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL REDEVELOPMENT COSTS	TOTAL REIMBURSABLE COSTS
1	Anchor	135,000.0	SF	70.00	9,450,000.00	
2	Shops	11,250	SF	80.00	900,000.00	
3	Out Parcel 1	4,500	SF	200.00	900,000.00	
4	Out Parcel 2	6,500	SF	225.00	1,462,500.00	
5	Out Parcel 3	6,500	SF	225.00	1,462,500.00	
Footnote ** 6	Third Bridge Structure	1	LS	100,000.00	100,000.00	
	Total				**$14,275,000.00**	
	Contingencies (10%)				**$1,418,000.00**	
	Total Building Costs				***$15,693,000.00***	
TOTAL					**$22,435,464.83**	**$6,742,464.83**

***The foregoing does not include any Costs of Financing, Interest, City Expenses or any Cost of Additional Improvements required by the City, all of which shall be reimbursable to the Developer in accordance with the Plan. Further, while every effort has been made to project realistic costs for this project, these costs are based upon the best available estimates at the time of preparation of this information, and do not account for unexpected site or project conditions and, therefore, are not guaranteed or maximum costs for this project.**

Footnote ** Following reimbursement to the Developer for all approved reimbursable projects costs as provided in this budget and pursuant to the terms of the Redevelopment Agreement, to the extent that any funds remain in the budget for reimbursable projects costs, the Developer shall have the right to use said funds for reimbursement of costs associated with a third bridge structure that may be constructed in conjunction with the project.

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Attachment: TIF Redevelopment Agmt - Executed - Recorded - Towne Ctr - Dec. 22, 2005 (Board TIF Progress Report)

EXHIBIT D

SCHEDULE OF DEVELOPMENT

The construction of Redevelopment Project I will commence promptly following the approval of this Plan and Redevelopment Project I and the issuance of Obligations necessary to finance the Reimbursable Project Costs and closing of Private Loans as necessary to finance the remainder of the Redevelopment Project Costs.

The construction period is estimated to be approximately twenty four (24) months for Redevelopment Project I with a target date for completion of February 1, 2008.

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PUBLIC INFRASTRUCTURE

The public infrastructure will be constructed as generally outlined on the approved preliminary plat and conceptual site plan. Furthermore, the infrastructure shall be constructed to meet all Local, State, and Federal design and permitting criteria. It should be noted that the details regarding the public infrastructure will be outlined on the construction plans which must be approved by the City prior to the issuance of a notice to proceed with construction.

Sanitary Sewer:

The proposed site plan requires the Developer to relocate a public sanitary sewer main presently located along the northern portion of proposed lot 4. The relocation of said sanitary sewer shall be achieved by constructing a new 30 inch diameter interceptor sewer crossing the common boundary between lots 4 and 1 and extending along the western boundary of lots 2 and 3 to the northwest corner of lot 2. The 30 inch interceptor will continue from the northwest corner of lot 2 in a northeastern direction to the right of way of Commercial Street. The new 30 inch sewer will cross the Commercial Street right of way and connect to an existing Manhole located on the eastern Commercial Street right of way.

An additional 8 inch sanitary sewer line will be constructed along the western boundary of lot 1. The 8 inch sanitary sewer will be connected to an existing manhole located along the Highway 71 right of way near the southwest corner of lot 1. Said sanitary sewer will be constructed within a proposed 30 feet wide utility easement to be dedicated by the Developer

Public Water:

The Developer shall construct a new water main beginning at the existing public water main located along the western right of way of Commercial Street. The new main shall be connected to the existing public main near the Joy Street/Commercial Street intersection and extend along the northern section of lot 1 and 2 to the western boundary of lot 1. The main shall continue to the western section of lot 1 and extend near the western, southern and eastern boundary of lot 1 and reconnect to the new main to form a "loop' near the northeast corner of lot 1. Fire hydrant assemblies shall be provided along the main at roughly 300 feet of main length intervals.

Roadways:

The Transportation Project (the "Project"), consists of an improvement to Commercial street along Harrisonville Towne Center, (the "Center") including the widening of said street to accommodate a center turn lane North of the Highway 71 overpass to Lindberg along with the addition of a full access intersection to the Center and construction of right hand turn lanes to the Center.

Storm Water:

The developer will submit a storm water management plan and comply with all applicable ordinances and regulations.

EXHIBIT
F

Blumberg No. 5119

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
SEVENTEENTH JUDICIAL CIRCUIT

SIMMONS INVESTMENTS, INC, A KANSAS CORPORATION. Petitioner, vs. THE MISSOURI HIGHWAYS & TRANSPORATION COMMISSION, SERVE: Mari Ann Winter Secretary, Missouri Department of Transportation 105 Capital Avenue P.O. Box 270 Jefferson City, Missouri 65102, and THE CITY OF HARRISONVILLE, MISSOURI, a municipal corporation, SERVE: Debbie Grant, City Clerk 300 E. Pearl St. Harrisonville, Missouri 64701 Respondents.	)	Case No.:________________

PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

Petitioner Simmons Investments, Inc., pursuant to §§ 238.200, RSMo *et seq*., for its Petition for Formation of a Transportation Development District, states as follows.

1. Petitioner is a Kansas Corporation in good standing with, and authorized to do business in, the state of Kansas.

2. Respondent, Missouri Highways & Transportation Commission, with an address of 105 Capital Avenue, P.O. Box 270, Jefferson City, Missouri 65102, is the "Commission", as

WA 824466-1

indicated or contemplated under § 238.207.4(2), RSMo.

3. Respondent City of Harrisonville, Missouri (the "City"), with an address of 300 E. Pearl St., Harrisonville, Missouri 64701, is the affected local transportation authority within the proposed district, as indicated or contemplated under § 238.207.4(2), RSMo.

4. Jurisdiction is proper in this Court pursuant to § 238.207.1, RSMo.

5. Venue is proper in this Court pursuant to § 238.207.1, RSMo, in that the proposed district lies entirely within Cass County, Missouri.

6. There are no persons eligible to be registered voters residing within the proposed district.

7. Petitioner, with an address of 102 W. Crestview Circle, Suite 100, Louisburg, Kansas, 66053, is the owner of record of all of the real property located within the proposed district.

8. The name of the proposed district is the Harrisonville Towne Center Transportation Development District" (the "District").

9. The proposed district is contiguous.

10. A map illustrating the boundaries of the District is attached hereto as **Exhibit "A"** and is incorporated herein by reference. The specific description of the proposed boundaries of the District is attached hereto as **Exhibit "B"** and is incorporated herein by reference.

11. The general location and description of the improvements that Petitioner proposes the District undertake are attached hereto as **Exhibit "C".**

12. The board of directors of the District (the "Board") shall be comprised of five (5) members.

13. The terms of office of the members of the Board shall be staggered in

approximately equal numbers to expire in one, two, or three years.

14. Petitioner proposes that the District be funded by imposing a sales tax on all retail sales made within the District which are subject to taxation pursuant to §§ 144.010 to 144.525, RSMo, except as provided by § 238.235, RSMo, but in any case in a manner consistent with § 238.207.4(9), RSMo.

15. The District does not constitute an undue burden on any owner of property within the District and is not unjust, unreasonable, unlawful, or unconstitutional.

WHEREFORE, Petitioners pray for this Court's order 1) forming the District, 2) establishing the time and place of the first meeting of the owners of all of the real property located within the District, 3) establishing the time and place of the first meeting of the District's Board, 4) finding and certifying that no registered voters reside within the District and that the owners of real property located within the District are the "qualified voters" pursuant to the Act and, therefore, that any election for the election of a board of directors of the District and for the imposition of a retail sales tax under and pursuant to Section 238.235, RSMo 2000 shall be conducted among all property owners within the District; 5) certifying for qualified voter approval a transportation development district retail sales tax of up to one percent (1%) on all retail sales subject to taxation under and pursuant to Sections 144.010 through 144.525, RSMo 2000, within the District for a period of up to 25 years; 6) ordering that the question of whether a sales tax of up to one percent (1%) should be imposed by the District for a period of up to 25 years be submitted to all property owners within the District for an election by unanimous petition under and pursuant to Sec. 238.216(1)(3); 7)Certifying the results of the retail sales tax election; and 8) for reimbursement of their costs by the District when formed, including attorney's fees, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

SPENCER FANE BRITT & BROWNE LLP

James W. Grice MO #41644
1000 Walnut Street, Suite 1400
Kansas City, Missouri 64106-2140
(816) 474-8100
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jgrice@spencerfane.com
ATTORNEY FOR PETITIONER

EXHIBIT A - MAP OF BOUNDARIES

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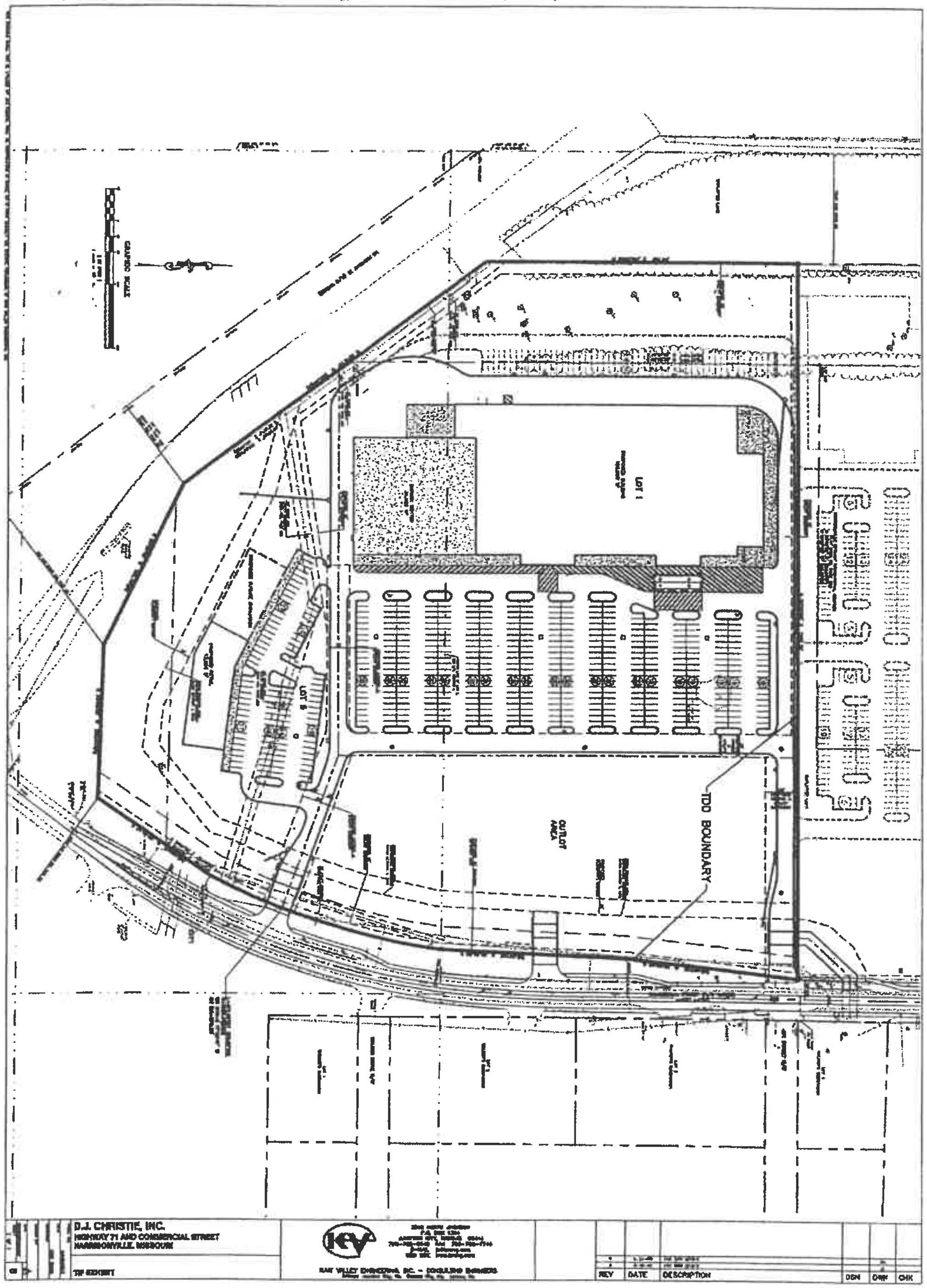


WA 824466-1

EXHIBIT B – LEGAL DESCRIPTION OF BOUNDARIES

A TRACT OF LAND LOCATED IN LOT 1 OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER, SECTION 4, TOWNSHIP 44 NORTH, RANGE 31 WEST, OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF HARRISONVILLE, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 OF THE NORTHWEST QUARTER; THENCE S 89°28'05" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 173.53 FEET; THENCE S 00°31'55" W A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LINDBERGH STREET,; THENCE S 89°28'05" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1091.90 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 542.96 FEET, A CHORD BEARING OF S 09°54'53" E AND A CHORD DISTANCE OF 194.30 FEET, AN ARC LENGTH OF 195.35 FEET; THENCE S 00°21'44" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 548.90 FEET; THENCE S 06°39'52" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 11.39 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING S 06°39'52" W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 262.09 FEET; THENCE S 02°49'48" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 291.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00 FEET, A CHORD BEARING OF S 17°40'47" W AND A CHORD DISTANCE OF 370.25 FEET, AN ARC LENGTH OF 372.07 FEET; THENCE S 34°43'22" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 214.80 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 71; THENCE N 88°02'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 238.63 FEET; THENCE N 64°09'42" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 281.78 FEET; THENCE N 36°41'14" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 584.44 FEET; THENCE N 00°01'04" E A DISTANCE OF 481.94 FEET; THENCE S 89°58'56" E A DISTANCE OF 1120.75 FEET TO THE POINT OF BEGINNING. CONTAINS 980,716 SF, 22.51 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

EXHIBIT C - DESCRIPTION OF PROJECTS

The Transportation Project (the "Project"), consists of an improvement to Commercial street along Harrisonville Towne Center, (the "Center") including the widening of said street to accommodate a center turn lane North of the Highway 71 overpass to Lindberg along with the addition of a full access intersection to the Center and construction of 3 right hand turn lanes to the Center.

Project costs and scope include engineering, legal, and traffic studies, lighting, signage, pavement marking, cost of utilities relocation, and traffic control during construction.

EXHIBIT
G
Blumberg No. 5119

COOPERATIVE AGREEMENT

AMONG

THE CITY OF HARRISONVILLE, MISSOURI,

and

THE HARRISONVILLE TOWNE CENTER
TRANSPORTATION DEVELOPMENT DISTRICT

Table of Contents

Table of Contents
(continued)

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into on the ____ day of ________________, 2005, **THE CITY OF HARRISONVILLE, MISSOURI** (the "City"), a Missouri municipal corporation and political subdivision, and **HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT** (the "District"), a Missouri transportation development district and political subdivision, which is the last date that either of the two (2) parties hereto execute this Agreement.

RECITALS

A. By Ordinance No. ______, adopted by the Board of Aldermen on ______________, 2005, the City approved the Harrisonville Towne Center Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area, declared the Redevelopment Area as a Blighted Area, and selected D.J. Christie, Inc. (the "Developer") to implement the Redevelopment Plan. The purpose of the TIF Plan is to devote Economic Activity Taxes and Payments in Lieu of Taxes to the removal of blighted conditions and the redevelopment of the property included in the Redevelopment Area.

B. By Ordinance No. ______, adopted by the Board of Aldermen on _____________, 2005, the City approved the Tax Increment Financing Redevelopment Agreement ("TIF Agreement") between the Developer and the City and authorized the Mayor of the City to enter into the TIF Agreement with the Developer for the implementation of Redevelopment Project I as described in the TIF Plan.

C. On ______________, 2005, the Developer and the City entered into the TIF Agreement, agreeing to the terms and conditions pursuant to which the Developer's obligations to construct Redevelopment Project I would be carried out and providing for the formation of the District.

D. Pursuant to the TIF Agreement, the City and the Developer agreed that the Developer would take all necessary actions to form the District and to cause the District's board of directors to enter into a cooperative agreement with the City.

E. The District was formed on ______________, _______, by virtue of the Judgment entered by the Circuit Court of Cass County, Missouri as Case Number ___________. The stated purpose of the District is to undertake the District Projects.

F. The District has imposed the District Sales Tax at the rate of one percent (1%) on retail sales in accordance with the TDD Act. The District Sales Tax is imposed and collected within the boundaries of the District, which overlaps the Redevelopment Area.

G. The District is authorized in accordance with the provisions of the TDD Act to perform all functions incident to the administration, collection, enforcement, and operation of the District Sales Tax.

H. The District is authorized in accordance with the provisions of the TDD Act to contract with the City as a political subdivision and a local transportation authority to assist in operating and financing the District Projects.

I. The District desires to contract with the City for the City to perform the functions of administrating, collecting and enforcing the District Sales Tax.

AGREEMENT

ARTICLE I
RULES OF INTERPRETATION AND DEFINITIONS

Section 1.01 Rules of Interpretation.

A. All exhibits attached to and referenced in this Agreement are expressly incorporated into this Agreement by such reference.

B. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 10.04 of this Agreement.

(2) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 1.02 Definition of Words and Terms.

In addition to the words and terms defined elsewhere in this Agreement, the following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. "Administrative Fee": That amount of the District Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the District Sales Tax, pursuant to Section 2.02 of this Agreement.

B. "Board of Aldermen": The governing body of the City.

C. "City": The City of Harrisonville, Missouri.

D. "City Code": The Code of Ordinances of the City of Harrisonville, Missouri.

E. "Code": The Internal Revenue Code.

F. "Cooperative Agreement" or "Agreement": This cooperative agreement.

G. "Costs of Formation": Actual, reasonable costs and expenses approved by the City, which are incurred by the District or the Developer, to obtain circuit court approval of formation of the District and the imposition of the District Sales Tax, including but not limited to attorneys' and other professional service fees and expenses of filing and defending the petition and to call and hold the election for the District Sales Tax, including all publication and incidental costs related to any of the aforementioned activities.

H. "Developer": D.J. Christie, Inc., and its successors and assigns.

I. "District": The Harrisonville Towne Center Transportation Development District, a Missouri transportation development district and political subdivision of the State of Missouri.

(1) "District Projects": Those projects listed in the Petition for Formation of a Transportation Development District, a copy of which is attached hereto as **Exhibit A**, and which are set forth more specifically in Exhibit C to said Petition, and such other projects as may be approved in accordance with this Agreement.

J. "District Sales Tax": The sales tax levied by the District on retail sales within its boundaries pursuant to the TDD Act in the amount of one percent (1%).

K. "District Sales Tax Revenues": Monies actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the District Sales Tax.

L. "Economic Activity Taxes": Economic Activity Taxes, as defined by the TIF Act and captured by the TIF Plan.

M. "Enforcement Funds": The funds defined in Section 2.03.B of this Agreement.

N. "Event of Default": Any event specified in Section 7.01 of this Agreement.

O. "Improvement Costs": All actual and reasonable costs and expenses approved by the City, which approval shall not be unreasonably withheld, which are incurred with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and material men in connection with the construction contracts awarded in connection with the District Projects, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Projects, including but not limited to the following:

(1) actual and reasonable costs of issuance and capitalized interest, if any, for any TDD Obligations issued by the District to finance the District Projects;

(2) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects including overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Projects; and

(3) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Projects and which may lawfully be paid or incurred by the District under the TDD Act.

P. "MoDOT": The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

Q. "Operating Costs": Actual, reasonable overhead expenses approved by the City, which approval shall not be unreasonably withheld, which are necessary for the administration of the District, in accordance with the District's annual budget.

R. "Payments in Lieu of Taxes": Incremental taxes paid on account of real estate tax assessments as provided and defined in the TIF Act and the TIF Plan.

S. "Public Works Department": The Public Works Department of the City.

T. "Redevelopment Area": The Redevelopment Area established under the TIF Plan.

U. "Redevelopment Project": The redevelopment project to be constructed by the Developer pursuant to the TIF Plan and the TIF Agreement.

V. "Reimbursement Agreement": That agreement between the District and the Developer, attached hereto as **Exhibit C**, pursuant to which the District agrees to reimburse the Developer actual and reasonable costs for expenditures made on behalf of the District, including Costs of Formation, Improvements Costs and Operating Costs.

W. "Reimbursement Agreement Costs": Actual and reasonable costs for expenditures made by the Developer on behalf of the District, including Costs of Formation, Improvement Costs and Operating Costs, and which may be reimbursed pursuant to the terms of this Agreement and the Reimbursement Agreement.

X. "Special Allocation Fund": The fund created pursuant to the TIF Act for the TIF Plan into which the City deposits Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

Y. "TDD Act": The Missouri Transportation Development District Act, Section 238.200, *et. seq*., of the Revised Statutes of Missouri (2000, as amended).

Z. "TDD Obligations": bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District.

AA. "TIF Act": The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et. seq*., of the Revised Statutes of Missouri (2000, as amended).

BB. "TIF Agreement": Defined above in the RECITALS, paragraph B.

CC. "Developer": Defined above in the RECITALS, paragraph A.

DD. "TIF Plan": Defined above in the RECITALS, paragraph A.

EE. "TIF Revenue": Economic Activity Taxes and Payments in Lieu of Taxes.

FF. "Trust Indenture": A Trust Indenture between the District and the Trustee, executed in connection with the issuance of TDD Obligations, if any.

GG. "Trustee": The Trustee, and its successor or successors and their respective assigns, as defined in a Trust Indenture, if any.

ARTICLE II
COLLECTION OF FUNDS

Section 2.01 Collection of District Sales Tax. The City agrees to perform for the District, all functions incident to the administration, collection, and enforcement of the District Sales Tax, pursuant to the TDD Act and this Agreement. The District shall enact a resolution in substantial compliance with the resolution attached to this Agreement as **Exhibit B**. The District Sales Tax shall be collected and reported upon such forms and under the administrative rules and regulations prescribed by the District, attached hereto as **Exhibit B**. The District Sales Tax Revenues shall be deposited by the City in accordance with **Exhibit B**. Neither the District nor the City shall amend the forms, or the administrative rules and regulations prescribed in **Exhibit B**, without the other party's consent, which consent shall not be unreasonably withheld.

Section 2.02 Administrative Fee for Collection of District Sales Tax. The City shall receive an Administrative Fee for collecting and administering the District Sales Tax in the amount of one percent (1%) of the total District Sales Tax Revenues. In the event that the one percent (1%) Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations associated with collection of the District Sales Tax Revenue pursuant to this Agreement, then the City shall receive reimbursement for such actual costs; provided, however, that the right to recover such actual costs and expenses in excess of the Administrative Fee shall be subordinate to the payment of debt service on TDD Obligations, if any, issued by the District to finance the District Projects.

Section 2.03 Enforcement of the District Sales Tax.

A. The District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. The cost and expense of such actions, shall be paid from the Enforcement Funds.

B. In addition to the cost of administering the District Sales Tax, the City shall be entitled to retain and maintain from District Sales Tax Revenues One Thousand and no/100 dollars ($1,000.00) to fund litigation, prosecution or defense of enforcement and collection of the District Sales Tax, which shall be maintained by the City in an account as the "Enforcement Funds", with earnings thereon deposited to the credit of the Enforcement Funds account. The City may use the Enforcement Funds to pay actual, reasonable costs and expenses associated with enforcing collection of the District Sales Tax, including but not limited to auditing services, collection agency services and attorneys fees. The City may deduct sufficient funds from the District Sales Tax Revenues each month to maintain a balance of One Thousand and no/100 dollars ($1,000.00) in Enforcement Funds as provided in Section 2.04.C.

Section 2.04 Distribution of the District Sales Tax.

Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. The City shall deduct one percent (1%) of the total District Sales Tax collected each month, for its Administrative Fee.

B. Pursuant to the TIF Act and the TIF Plan, as amended, one-half (1/2) of the District Sales Tax which is generated within the Redevelopment Area will be captured as Economic Activity Taxes and deposited by the City into the Special Allocation Fund.

C. The City shall deduct sufficient funds, if any, to maintain a balance of One Thousand and no/100 dollars ($1,000.00) in Enforcement Funds.

D. If TDD Obligations have been issued, the City shall transfer the remaining District Sales Tax to the Trustee for distribution in accordance with the Trust Indenture.

E. If TDD Obligations have not been issued, the City shall deposit the remaining District Sales Tax in a special trust account established by the City for payment of Improvement Costs and such other costs incurred by the District and approved by the City in accordance with the terms of this Agreement.

Section 2.05 Reserved.

Section 2.06 Records of the District Sales Tax.

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

Section 2.07 Repeal of the District Sales Tax.

The District shall notify the City at least thirty (30) days in advance of the satisfaction in full of all outstanding obligations of the District and the completion of all projects authorized or to be authorized by the District. Upon full satisfaction of all obligations of the District and the completion of all projects authorized or to be authorized by the District, including, but not limited to the repayment of any TDD Obligations that may be issued, the District shall notify the City of such satisfaction and completion. If the City consents and does not identify additional projects to benefit the District, the District will implement the procedures in the TDD Act for repeal of the District Sales Tax and abolishment of the District; provided, however, the District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if 1) any District Sales Tax Revenue is due to the City for outstanding Administrative Fees or Enforcement Funds; 2) any of the District Projects are not yet finally complete; 3) any of the Improvement Costs have not been fully paid; 4) if the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act; 5) all obligations of the Developer under the TIF plan are not satisfied; or 6) the City does not consent to repeal of the District Sales Tax and has identified additional projects to benefit the District. The City's obligation to perform for the District all functions incident to the administration, collection, enforcement and operation of the District Sales Tax shall terminate concurrent with the repeal of the District Sales Tax. Upon repeal of the District Sales Tax, the City shall:

A. Retain the City's Administrative Fee and any Enforcement Funds to which it is entitled in accordance with this Agreement.

B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the TDD Act.

ARTICLE III
DESIGN AND CONSTRUCTION OF DISTRICT PROJECTS

Section 3.01 Selection of Engineering Firm.

The District shall select an engineering firm, which shall be reasonably approved by the Public Works Department, to design the District Projects, or portions of the District Projects which are approved by the City for separate design contracts. The scope of services to be performed by such engineering firm selected and the contract for services between the District and the engineering firm shall be reasonably approved by the Public Works Department. The City may elect to approve the use of the engineering firm selected by the Developer to design other improvements pursuant to the TIF Plan.

Section 3.02 Timing of Design.

Once an engineering firm is selected, and the scope of services defined, in accordance with Section 3.01, the District may authorize the engineering firm to begin design of all, or a portion of, the District Projects, as approved by the Public Works Department.

Section 3.03 Approval of Preliminary Plans and Specifications.

Once completed, the District shall submit preliminary plans and specifications for the District Projects to the Public Works Department for approval. Unless otherwise agreed upon by the parties, the Public Works Department shall within thirty (30) days after receiving the preliminary plans and specifications approve such preliminary plans and specifications or provide written comments concerning required changes. If the Public Works Department provides written comments concerning required changes, the District shall then cause the preliminary plans and specifications to be changed in accordance with the Public Works Department's comments and resubmit the preliminary plans and specifications in accordance with this section or finalize the plans and specifications as approved. Review and approval of the plans and specifications for the District Projects shall not constitute acceptance of maintenance and ownership obligations of the District Projects by the City except as set forth in Sections 3.07 and 4.01 of this Agreement.

Section 3.04 **Approval Prior to Construction.** Construction of all, or a portion of, the District Projects shall not commence until an appropriate construction permit is issued by the City.

Section 3.05 **Construction of District Projects.** Following approval of plans and specifications for all or a portion of the District Projects, the District will solicit bids for construction of all, or the applicable portion, of the District Projects. All bids received will be submitted to the Public Works Department for review and comment. Selection of the lowest and best bid and the awarding of the contract to construct all or any portion of the District Projects by the District shall be subject to the reasonable approval of the Public Works Department.

Section 3.06 **Completion of Construction.** Upon completion of all or any portion of the District Projects, the District shall deliver to the City a completion certificate signed by a representative of the engineering firm selected pursuant to Section 3.01, certifying that (1) the District Projects have been completed in accordance with the final plans and specifications as approved by the Public Works Department in accordance with this Agreement, and (2) all sums due to the contractor have been paid. The District shall provide, prior to construction, such payment and performance bonds as required by the City Code, and the District shall, following completion of construction, obtain from the contractor and assign to the City (with the consent of the contractor) such warranties and guarantees as City shall normally obtain in its public improvement projects.

Section 3.07 **Acceptance of District Projects.**

Following receipt of a completion certificate and prior to accepting all or any portion of the District Projects following construction, the District shall obtain the approval of the Public Works Department. The parties acknowledge that certain elements of the District Projects may not be included if the City were paying for and constructing the District Projects. Approval of the plans and specifications by the Public Works Department shall constitute acceptance of responsibility for maintenance by the City only of those elements of the District Projects that the City agrees to maintain. City approval of those elements of the District Projects that the City does not agree to maintain shall not constitute acceptance of responsibility for maintenance of those District Project elements. Maintenance and operation of those elements of the District Projects for which the City does not accept maintenance or ownership obligations under this Agreement shall be mutually agreed upon by the City and the District prior to acceptance of the applicable District Project by the Public Works Department pursuant to this Section.

ARTICLE IV
OWNERSHIP AND MAINTENANCE OF DISTRICT PROJECTS

Section 4.01 Title to District Projects.

Except as provided in Section 3.07 of this Agreement, title to all District Projects shall be vested in the City as and when they are completed. The District shall not assign, transfer, lease or otherwise dispose of any interest in the District Projects without first obtaining the prior written consent of the City, except for the assignment to the Trustee of any TDD Obligations issued to finance construction of all or part of the District Projects.

Section 4.02 Maintenance of District Projects.

In consideration of the administration and financing of the construction of the District Projects by the District, the City shall at all times be responsible for maintenance of those elements of the District Projects accepted by the City pursuant to Section 3.07 following approval by the Public

Works Department of construction and assignment or confirmation of all required warranties and guarantees, and the District shall have no obligation with respect thereto.

Section 4.03 Insurance Requirements.

A. The District agrees that it will require each contractor to maintain insurance in a form and amount approved by the City, and that the City shall be named as an additional insured under each such policy so maintained. Each contractor shall, on request, be required to provide the District or its assignees a complete copy of each policy or a certificate thereof which shows that such policies are in full force and effect and that the City is named as an additional insured thereunder.

B. The District shall maintain throughout the term of this Agreement a policy of insurance to cover the exceptions for sovereign and governmental immunity set forth in Section 537.600 of the Revised Statutes of Missouri in the maximum amounts set forth in Section 537.610 of the Revised Statutes of Missouri. The District shall provide a certificate of such policy to the City, evidencing that the City is named as an additional insured party.

ARTICLE V
FINANCING DISTRICT PROJECTS

Section 5.01 District Sales Tax.

The District shall impose the District Sales Tax within the boundaries of the District, the proceeds of which shall be distributed in accordance with the provisions of Section 2.04 of this Agreement.

Section 5.02 Reimbursement of Prior Expenditures.

A. Costs of Formation. The Developer has incurred Costs of Formation. For the purpose of reimbursing the Developer for the Costs of Formation, the Developer may be reimbursed from District Sales Tax Revenues or upon the issuance of TDD Obligations, a portion of the proceeds of the TDD Obligations shall be used, in accordance with Section 5.05 of this Agreement, for the purpose of reimbursing the Developer for the Costs of Formation. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

B. Construction Costs. To the extent that the Developer has incurred costs for construction of a portion of the District Projects, and such costs are approved by the City in accordance with this Agreement, the Developer may be reimbursed from District Sales Tax Revenues or upon the issuance of TDD Obligations, a portion of the proceeds of the TDD Obligations shall be used, in accordance with Section 5.05 of this Agreement, for the purpose of reimbursing to the Developer the Improvement Costs which have been approved and contracted in accordance with the terms of Article III of this Agreement. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

C. Reimbursement Agreement Costs. The Developer has incurred or may incur Reimbursement Agreement Costs on behalf of the District. The Developer may be reimbursed from District Sales Tax Revenues, paid to the District in accordance with any Trust Indenture, for Reimbursement Agreement Costs in accordance with the terms of this Agreement and the terms of the Reimbursement Agreement attached hereto as **Exhibit C**. The Reimbursement Agreement shall not be amended without the consent of the City. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

D. Operating Costs. The Developer may advance funds to pay Operating Costs of the District in its first fiscal year and each subsequent fiscal year, in accordance with the District's annual budget, until there are sufficient District Sales Tax Revenues paid to the

District, in accordance with any Trust Indenture, to fund the District's annual budget. In no event shall the District incur more than the budgeted amount in any fiscal year for Operating Costs of the District, without the prior consent of the City, which consent shall not be unreasonably withheld, if the District demonstrates that the expenditures serve a legitimate District purpose. Operating Costs, to the extent advanced by the Developer, shall be reimbursed to the Developer by the District, from District Sales Tax Revenues paid to the District, in accordance with any Trust Indenture. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

E. Reimbursement Procedure. Expenditures to be reimbursed pursuant to this Section 5.02 shall be submitted in writing by the District or the Developer to the City's Finance Director for City approval prior to reimbursement. The Finance Director shall review, verify and confirm the information included in the written request for reimbursement. The Finance Director may request additional documentation of reimbursement requests, within thirty (30) days of receipt of written request for reimbursement. If the City determines that the request accurately reflects reasonable reimbursable prior expenses, City shall approve the request. If the City has not requested additional documentation within thirty (30) days of receipt of a written request for reimbursement and the City has not approved or denied the written request for reimbursement within ninety (90) days of receipt of a written request for reimbursement, the request for reimbursement shall be deemed approved.

Section 5.03 Annual Budget and Payment of Operating Costs as Incurred.

A. Annual Budget. The fiscal year of the District shall be based on the calendar year. For each fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Finance Director for review and approval. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 RSMo (2000, as amended). The District shall adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

B. Payment of Operating Costs. The proposed and actual expenditures of the District for Operating Costs shall not exceed the budgeted amounts in any fiscal year, without the City's consent, which consent shall not be unreasonably withheld, so long as the District demonstrates that the expenditures serve a legitimate District purpose. District Sales Tax Revenues, paid by the Trustee to the District, pursuant to the Trust Indenture, may be used to fund Operating Costs, in accordance with the District's annual budget, upon approval by the City of such Operating Costs, which approval will not be unreasonably withheld. Operating Costs shall be submitted in writing by the District to the City's Department of Financial Services for City approval prior to payment. The Finance Director shall review, verify and confirm the information included in the written request for approval. The Director of Financial Services may request additional documentation of Operating Costs, within thirty (30) days of receipt of written request for approval. If the City determines that the request accurately reflects reasonable reimbursable expenses, City shall approve the request. If the City has not requested additional documentation within thirty (30) days of receipt of a written request for approval and the City has not approved or denied the written request for approval within ninety (90) days of receipt of a written request for approval, the request for approval shall be deemed approved. The City's approval prior to payment is not required for de minimis expenditures of Five Hundred and no/100 dollars ($500.00) or less, where there is no intent to avoid the terms of this Agreement by dividing one expenditure into several de minimis expenditures. The City may give its approval in writing at the beginning of the fiscal year to the expenditure of funds, for individual Operating Costs that are: 1) budgeted as a line item in the District's annual budget; 2) are regularly occurring Operating Costs as determined by the Finance Director; 3) are documented, to the satisfaction of the City, as reasonable expenditures based on quotes or prior, similar expenditures by the District; and 4) are within the amount budgeted for that line item. In the event that specific budget approval has been given by the City, additional written approvals by the City are not required.

C. New Projects. Upon satisfaction in full of all outstanding obligations of the District, the District may use District Sales Tax Revenue, as such revenues are available, to pay Improvement Costs for new District projects which have been determined by the Board of Aldermen to be necessary and approved and contracted in accordance with the terms of Article III of this Agreement. The District shall not undertake new District projects without the prior approval of the Board of Aldermen. Payments due to the City pursuant to the priority established in Section 2.04 for Administrative Fees and Enforcement Funds shall take priority over any costs associated with new District projects.

Section 5.04 Issuance of TDD Obligations – District Responsibilities.

A. Issuance of TDD Obligations. At such time as the District is able to attract buyers for TDD Obligations issued by the District to finance the reimbursement of previously-paid Improvement Costs for District Projects and/or the construction of new District Projects in accordance with contracts approved under the provisions of Article III of this Agreement, and at such time as the Condition Precedent set forth in subparagraph B of this Section 5.04, the District may issue TDD Obligations for the purpose of funding all, or an appropriate portion of, the Improvement Costs. The TDD Obligations shall be the obligation and responsibility of the

District and the City shall have no responsibility for the TDD Obligations. The TDD Obligations shall not be a debt or general obligation of the City, as that term is used and defined in the Constitution and Statutes of the State of Missouri. The terms and conditions of the TDD Obligations, including interest rate, costs of issuance and other costs, shall be subject to approval by the City, which approval shall not be unreasonably withheld.

B. Condition Precedent. The District shall not issue any TDD Obligations until approval of the TDD Obligation issuance by the City, which approval may be granted or withheld in the sole and absolute discretion of the City.

Section 5.05 Use of TDD Obligation Proceeds.

A. The net proceeds of the sale of any TDD Obligations shall be paid over to the Trustee for the account of the District to pay all costs of issuance, to fund the project fund, the debt service reserve fund, and a capitalized interest fund, if any, and any other funds or accounts as authorized by the City and the District.

B. Funds deposited in the project fund shall be disbursed by the Trustee upon receipt by the Trustee of a request from the District at least two (2) business days prior to the date on which such funds are required to pay Improvement Costs which have been approved for payment by the District and the City.

C. Until such funds are requested by the District, the Trustee shall invest and reinvest money in the project fund in permissible investments under the Trust Indenture. Any earnings on such investments shall be deposited in the project fund and may be disbursed by the Trustee to pay or reimburse Improvement Costs upon receipt of a request in accordance with this Agreement.

D. Upon the receipt of a completion certificate, if applicable, pursuant to Section 3.06 of this Agreement, for District Projects funded with the proceeds of the series of TDD Obligations issued by the District, and verification that Improvement Costs related to a series of TDD Obligations have been paid, the District shall deliver to the Trustee a certificate in writing, stating that the applicable Improvement Costs have been paid in full. Upon receipt of such certificate by the Trustee, and written acceptance by the City of the certifications in such certificate, any money then held by the Trustee in the project fund shall be transferred by the Trustee to the debt service fund to be used for the payment of principal of and redemption premium, if any, on the TDD Obligations through the payment or redemption thereof at the earliest permissible date under the Trust Indenture.

ARTICLE VI
SPECIAL COVENANTS

Section 6.01 Records of the District.

The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City, the original purchasers of any TDD Obligations, the Trustee, the trustee of any subsequently issued TDD Obligations, and to any requesting owner or owners of ten percent (10%) or more in aggregate principal amount of the TDD Obligations then outstanding, such information as they may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall furnish annual audited financial statements to the City for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.02 Records of the City.

The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of public improvements and/or debt service on TDD Obligations. Such records shall be available for inspection by the District and the Trustee of any outstanding TDD Obligations upon reasonable notice.

Section 6.03 Tax Covenants.

A. The parties covenant and agree that they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any TDD Obligations under Section 103 of the Code. The parties covenant and agree that they will use or cause to be used the proceeds of any TDD Obligations as soon as practicable and with all reasonable dispatch for the purpose for which the TDD Obligations are issued, and that they will not directly or indirectly use or permit the use of any proceeds of any TDD Obligations, or take or omit to take any action, that would cause the TDD Obligations to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the parties will comply with all requirements of Section 148 of the Code to the extent applicable to any TDD Obligations. In the event that at any time the District is of the opinion that for purposes of this section it is necessary to restrict or limit the yield on the investment of any money held by any bond Trustee under any Trust Indenture, the District will take such action as may be necessary to limit such yield. The parties further covenant to adopt such resolutions and to take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions in order to preserve the exclusion from federal gross income of the interest on any TDD Obligations to the extent any such actions can be taken by the parties to this Agreement.

B. Without limiting the generality of the foregoing, the District shall pay from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of the TDD Obligations.

C. The District covenants that it will: (i) not permit its income to inure to the benefit of any private person; (ii) use the original and investment proceeds of any TDD Obligations solely to pay Improvement Costs, fund reserve funds and to pay costs related to the issuance of such TDD Obligations; and (iii) after all the TDD Obligations have been paid, convey all of its right, title and interest in and to the District Projects to the City.

ARTICLE VII
EVENTS OF DEFAULT

Section 7.01 Events of Default.

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

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

B. Failure by the City or the District in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after the non-defaulting party or the Trustee of any outstanding TDD Obligations has given written notice to the defaulting party specifying such default.

Section 7.02 Remedies on Default.

Subject to any restrictions contained in the Trust Indenture for any outstanding TDD Obligations against acceleration of the maturity of any such TDD Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 7.03 Rights and Remedies Cumulative.

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

Section 7.04 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE VIII
ASSIGNMENTS

Section 8.01 Assignment of District's Rights.

Under the Trust Indenture governing the issuance of any TDD Obligations, the District will, as security for the TDD Obligations, pledge, assign, transfer and grant a security interest in certain of its rights under this Agreement to the Trustee. The City agrees that this Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the District under this Agreement may be assigned by the District to any bond Trustee or Trustees as security for any TDD Obligations and may be exercised, protected and enforced for or on behalf of the owners of the TDD Obligations in conformity with this Agreement or the applicable indenture. Any bond Trustee on behalf of bondholders is hereby given the right to enforce, as assignee of the District, the performance of the obligations of the City and the City hereby consents to the same and agrees that any bond Trustee may enforce the rights of the District as provided in this Agreement. This Agreement recognizes that any such Trustee will be a third-party beneficiary of this Agreement.

ARTICLE IX
REPRESENTATIONS

Section 9.01 Representations by the District.

The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The District has taken all necessary action to approve the District Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the District Projects, except with respect to the approval of certain matters relating to the issuance of any TDD Obligations and approvals to be granted by the City pursuant to this Agreement and relevant provisions of the City Code that shall be applied by the City to development in the Redevelopment Area and the District Projects.

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

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

Section 9.02 **Representations by the City.**

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

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

C. The City has taken all necessary action for the approval of the TIF Plan and the TIF Agreement.

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

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01 Notices.

All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Harrisonville, Missouri Attn: City Administrator 300 Pearl Street Harrisonville, Missouri 64701
With a copy to:	Williams & Campo, P.C. Attn: T. Chris Williams 200 NE Missouri Road, Suite 200 Lee's Summit, Missouri 64086
To the District:	Harrisonville Towne Center Transportation Development District c/o ______________, Executive Director ____________________________ ____________________________
With a copy to:	____________________________ Attn: _______________________ ____________________________ ____________________________

All notices given by first class, certified or registered mail shall be deemed duly given as of the date they are mailed. A duplicate copy of each notice or other communication given by any party to this Agreement shall also be given to the other parties and to any bond Trustee or Trustees. The City and the District may from time to time designate, by notice given to the other party, another address to which subsequent notices or other communications shall be sent.

Section 10.02 Recording of Agreement.

This Agreement shall be recorded in the Office of the Recorder of Deeds of Cass County, Missouri, by the District. Upon termination of this Agreement, a notice of termination shall be recorded in the Office of the Recorder of Deeds for Cass County, Missouri, by the District.

Section 10.03 Immunity of Officers, Employees and Members of City and District.

No recourse shall be had for the payment of the principal of or premium or interest on any TDD Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the District, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.04 Amendments.

A. Prior to the issuance of any TDD Obligations by the District, this Agreement may be amended from time to time by the mutual agreement of the City and the District.

B. After the issuance of any TDD Obligations by the District, this Agreement may be amended by the parties hereto without notice to or the consent of the owners of the TDD

Obligations, for the purpose of curing any ambiguity or formal defect or omission in this Agreement or in connection with any other change which, in the judgment of the Trustee, does not materially and adversely affect the security for the owners of the TDD Obligations. No other amendments, changes or modifications of this Agreement shall be made without the giving of notice to and the obtaining of the written approval or consent of the owners of any TDD Obligations or the bond Trustee as required by any indenture.

Section 10.05 Survival.

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 10.06 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 10.07 Effective Date.

This Agreement shall be in effect from and after its execution by all of the parties and shall remain in effect until the District Projects which are approved pursuant to Article III of the Agreement are completed and any TDD Obligations are paid, or their payment has been provided for under the Trust Indenture, and the District is terminated pursuant to the TDD Act.

Section 10.08 Execution in Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 10.09 Approved by City.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by the City the _____ day of ________________, 2005.

CITY OF HARRISONVILLE, MISSOURI

____
Kevin Wood, Mayor

ATTESTED:

____
Debbie Grant, City Clerk

APPROVED AS TO FORM:

____
Legal Counsel

Executed by the District the _____ day of ________________, 2005.

THE HARRISONVILLE TOWNE CENTER
TRANSPORTATION DEVELOPMENT DISTRICT

____
Executive Director

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On the ____ day of ______________, 2005, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Kevin Wood and Debbie Grant, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, of the **CITY OF HARRISONVILLE, MISSOURI**, a Missouri municipal corporation and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Cooperative Agreement is the seal of said City and that said Cooperative Agreement was signed and sealed on behalf of the said City by authority of its Board of Aldermen, and acknowledged said Cooperative Agreement to be the free act and deed of said City.

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

My Commission Expires:

____

____
Notary Public

____
Printed Name

STATE OF _________)
) ss.
COUNTY OF _________)

On this _____ day of _____________, 2005, before me, the undersigned, a notary public in and for the county and state aforesaid, came _________________, Executive Director of the **HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision, and who is personally known to me to be the same person who executed this Cooperative Agreement, and he duly acknowledged that he, as such Executive Director being authorized so to do by the board of directors of said transportation development district, executed this Cooperative Agreement for and on behalf of said transportation development district for the purposes therein contained, and acknowledged this Cooperative Agreement to be the free act and deed of said transportation development district.

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

My Commission Expires: __________________________________

Notary Public

_________________________ __________________________________

(Printed Name)

END OF DOCUMENT

EXHIBIT A

Petition for Formation of the Harrisonville Towne Center Transportation Development District

EXHIBIT B

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING THE CITY OF HARRISONVILLE TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION, COLLECTION, ENFORCEMENT, AND OPERATION OF THE DISTRICT SALES TAX AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE DISTRICT SALES TAX.

WHEREAS, the Harrisonville Towne Center Transportation Development District (the "District") was formed on _______________, ______, by virtue of a judgment entered by the Circuit Court of Cass County, Missouri in Case Number ___________ (the "Judgment"); and

WHEREAS, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District has imposed a one percent (1%) sales tax (the "District Sales Tax"); and

WHEREAS, the District desires to prescribe the forms and administrative rules and regulations for reporting and collecting the District Sales Tax; and

WHEREAS, the District desires to appoint the City of Harrisonville, Missouri, a Missouri municipal corporation and political subdivision (the "City"), as its authorized representative to perform all functions incident to the administration, collection, enforcement, and operation of the District Sales Tax.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT, AS FOLLOWS:

1. The District has imposed, effective _______________, ______, on all sellers a tax for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in section 144.010 to 144.525, RSMo, and the rules and regulations of the director of revenue issued pursuant thereto, a District Sales Tax in the Harrisonville Towne Center Transportation Development District area, except that the tax shall be reported and returned to the Harrisonville Towne Center Transportation Development District or its authorized representative.

2. The District Sales Tax is imposed on all retail sales made in the District which are subject to taxation pursuant to the provisions of sections 144.010 to 144.525, RSMo, except the

District Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance.

3. Every retailer within the District shall add the District Sales Tax imposed to the retailer's sale price, and when so added such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.

4. All applicable provisions contained in sections 144.010 to 144.525, RSMo, governing the state sales tax, sections 32.085 and 32.087, RSMo, the uniform confidentiality provisions, shall apply to the collection of the District Sales Tax, except as modified, to the extent permitted by law, by this Resolution.

5. All exemptions granted to agencies of government, organizations, persons and to the sale of certain articles and items of tangible personal property and taxable services pursuant to the provisions of section 144.010 to 144.525, RSMo, are hereby made applicable to the imposition and collection of the District Sales Tax.

6. All discounts allowed to the retailer pursuant to the provisions of the state sales tax laws for the collection of and for payment of taxes pursuant to such laws are hereby allowed and made applicable to any District Sales Tax collection pursuant to the provisions of this Resolution.

7. The penalties provided in section 32.057, RSMo, and sections 144.010 to 144.525, RSMo, for violation of those sections are hereby made applicable to violations of this Resolution.

8. For the purpose of the District Sales Tax imposed by this resolution, all retail sales, except retail sales of motor vehicles, shall be deemed to be consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or the retailer's agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. In the event a retailer has more than one place of business in this state which participates in the sale, the sale shall be deemed to be consummated at the place of business of the retailer where the initial order for the tangible personal property is taken, even though the order must be forwarded elsewhere for acceptance, approval of credit, shipment or billing. A sale by a retailer's employee shall be deemed to be consummated at the place of business from which the employee works.

9. All District Sales Tax collected by the District, or its authorized representative, shall be deposited in a special fund to be expended for the purposes authorized in Chapter 238, RSMo and the Judgment. The District, or its authorized representative, shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.

10. Every retailer within the District shall, within ten (10) days of being subject to the District Sales Tax, complete a "Business Registration Form," attached to this Resolution as Exhibit 1. No bond shall be required of the retailer, so long as the retailer possesses a valid Missouri Sales Tax License.

11. Every retailer within the District shall file with the District or its authorized representative, a "District Sales Tax Return," attached to this Resolution as Exhibit 2, on or before the date that state sales tax is due for the retailer.

12. The District Sales Tax shall be paid to the District or its authorized representative, on or before the date that state sales tax is due for the retailer.

13. The District, or its authorized representative shall, at all reasonable times during business hours, have the authority to make an examination and inspection of the books and records of the retailer as may be necessary to determine the correctness of the reports required by this Resolution.

14. The City is hereby designated as the District's authorized representative to perform all functions incident to the administration, collection, and enforcement of the District Sales Tax, pursuant to the terms of the Cooperative Agreement among the District and the City.

15. These provisions of this resolution shall be the minimum requirements for administration, collection, enforcement and operation of the District Sales Tax, unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this resolution, a higher standard is required.

PASSED by the Board of Directors of the Harrisonville Towne Center Transportation Development District on _______________, ______.

____

Executive Director

EXHIBIT 1

BUSINESS REGISTRATION FORM
HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT

This form must be filed with the Harrisonville Towne Center Transportation Development District, or its authorized representative, within ten (10) days of a retailer being subject to the Harrisonville Towne Center Transportation District Sales Tax. No bond is required so long as the retailer possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: ______________________________

Business Name: ______________________________

Business Address: ______________________________

Mailing Address: ______________________________

Contact Person: ______________________________

Contact Telephone Number: ______________________________

Type of Business Entity: ______________________________

Name of Owner: ______________________________

Address of Owner: ______________________________

Type of Business: (Circle one or specify.)

1) Retail 2) Food Service 3) Entertainment 4) Other: ______________

When will the business pay state sales tax? (Circle one.)

1) Quarter monthly 2) Quarterly 3) Monthly 4) Annually

If you have any questions regarding business registration in the Harrisonville Transportation Development District, please call the City of Harrisonville Finance Department at (816) 380-8900.

EXHIBIT 2
HARRISONVILLE TOWNE CENTER
TRANSPORTATION DEVELOPMENT DISTRICT

________________, Missouri _______

SALES TAX RETURN

FORM
NLTDD-1
(REV. 11-2002)

MISSOURI TAX ACCOUNT NUMBER:

DO NOT WRITE IN SHADED AREAS

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION MAILING ADDRESS BUSINESS LOCATION
BUSINESS NAME	FEDERAL EIN	BUSINESS PHONE NUMBER:
MAILING ADDRESS	TELEPHONE NUMBER ( )	DUE DATE:
CITY	STATE ZIP	

IMPORTANT: **THIS RETURN MUST BE FILED FOR THE REPORTING PERIOD INDICATED EVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.**

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (1%)	AMOUNT OF TAX
					1%	
					1%	
					1%	
PAGE 1 TOTALS						
PAGE _ TOTALS						
TOTALS (ALL PAGES)						1.

Detailed instructions for completing the Sales Tax Return are identical to those of the State of Missouri. A copy of your Missouri State Sales Tax Return for the same period must be attached to this form.

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discontinuing business to make a final sales tax return within fifteen (15) days of the sale or closing

Date Business Closed: ________________________________

Out of Business   Sold Business   Leased Business

SIGN AND DATE RETURN: This form must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Harrisonville Towne Center TDD, c/o City of Harrisonville, Finance Department, 300 Pearl Street, Harrisonville, MO 64701

I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SUBTRACT: 2% TIMELY PAYMENT ALLOWANCE (if Applicable)	2. -
TOTAL SALES TAX DUE	3. =
ADD: INTEREST FOR LATE PAYMENT (See Line 4 of Instructions)	4. +
ADD: ADDITIONS TO TAX	5. +
SUBTRACT: APPROVED CREDIT	6. -
PAY THIS AMOUNT............................ (U.S. Funds Only) .... ▶	7. =

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATED SIGNED	TAX PERIOD (MMDDYY) THRU (MMDDYY)

Attachment: TIF Redevelopment Agmt - Executed - Recorded - Towne Ctr - Dec. 22, 2005 (Board TIF Progress Report)

INSTRUCTIONS FOR COMPLETING THE SALES TAX RETURN

Taxpayers who have questions or problems which are not covered in these instructions may obtain assistance by writing to:

City of Harrisonville
Attention: Finance Department
300 Pearl Street
Harrisonville, MO 64701
Phone voice (816) 380-8900

IMPORTANT: A return must be filed for each reporting period even though you have no tax to report. If typing your return information, please use a **minimum** of 10 point type.

BUSINESS IDENTIFICATION: Please enter your MISSOURI TAX ID NUMBER, ownership name, mailing address, reporting period and telephone number at the top of the return. Preprinted forms, or forms in electronic format on diskette, are available. If this information is not preprinted, it should be entered in the spaces provided.

ADDRESS CORRECTION: Check the appropriate box if the business address has changed since your prior return. If mailing address is checked, enter the correct information in the BUSINESS I.D. area. If business location is checked, enter the correct address for the location(s) being corrected under the BUSINESS LOCATION column.

BUSINESS LOCATION: Enter each business location in the District for which you are registered to report sales tax in this column.

CODE: District use only.

GROSS RECEIPTS: Enter gross receipts from all sales of tangible personal property and taxable services made during the reporting period for each business location. If none, enter "zero" (0).

ADJUSTMENTS: Make any qualifying adjustments for each location for which you are reporting. Indicate "plus" or "minus" for each adjustment. Refer to detailed instructions for adjustments authorized under the Missouri Sales Tax Law.

TAXABLE SALES: Enter the amount of taxable sales for each business location.
GROSS RECEIPTS (+) OR (-) ADJUSTMENTS = TAXABLE SALES.

RATE: The rate percentage is one percent (1%) in all cases.

AMOUNT OF TAX: Multiply your taxable sales for each location by the applicable tax rate percent for that location and enter AMOUNT OF TAX.

TOTALS FROM ADDITIONAL PAGES: If applicable, compute totals from additional pages indicated and enter in appropriate column.

TOTALS: Compute the total for each column.

Line 1 – TOTAL ALL PAGES: Enter the totals for all pages here.

Line 2 – TIMELY PAYMENT ALLOWANCE: If you file your return and payment on time, enter two percent (2%) of the amount shown on Line 1. If not paid by the due date or Line 1 is not greater than "zero", enter "0" or leave blank.
Example: Line 1 is $480
$480 x 2% = $9.60
$9.60 is the timely payment allowance

Line 3 – TOTAL SALES TAX DUE: Enter total sales tax due. (Line 1 "minus" Line 2.)

Line 4 – INTEREST FOR LATE PAYMENT: If tax is not paid by the due date, (A) multiply Line 3 by the daily interest rate. Then (B) multiply this amount by number of days late. See example and chart below.
Note: Number of days late is counted from due date to postmark date. For example, if the due date is March 20 and the post mark date is April 9, the payment is 20 days late.
Example: line 2 is $480
(A) $480 x .0002740 = .13152
(B) .13152 x 20 days late = 2.63
$2.63 is the interest for late payment

Year	Annual Percentage Rate	Number of Days	Daily Interest Rate
2001	10%	365	.0002740

Line 5 – ADDITIONS TO TAX: For *failure to pay* sales tax on or before the due date, 5% of Line 3. For *failure to file* a sales tax return on or before the date, 5% of Line 3 for each month late up to a maximum of 25% (5 months late in filing = 25%)

Note: If additions to tax for *failure to file* applies, do not pay additions to tax for *failure to pay*.

For example, if a return due March 20 is filed any time between March 21 – April 20, the rate would be 5%; if filed any time between April 21 – May 20, the rate would be 10%; and so on, up to a maximum of 25%.

Example: Return is due March 20, but is filed (postmarked) April 10
Line 3 is $480
$480 x 5% = $24
$24 is the addition to tax
Example: Return is due March 20, but is filed (postmarked) April 21
Line 3 is $480
$480 x 10% = $48
$48 is the addition to tax

Line 6 – APPROVED CREDIT: Enter on Line 6, any sales tax credit for which the District issued you an approved credit. You must attach a copy of your approved credit to your return.

Line 7 – PAY THIS AMOUNT: Enter the total amount due and payable. (Line 3 "plus" Line 4 "plus" Line 5 "minus" Line 6.) Send a check for the total amount. Make check, draft, or money order payable to City of Harrisonville, HARRISONVILLE TOWNE CENTER TDD (U.S. funds only). Do not send cash or stamps.

EXHIBIT C

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into effective as of the ___ day of ___________, 2005, by and between the HARRISONVILLE TOWNE CENTER TRANSPORTATION DEVELOPMENT DISTRICT (the "District"), a political subdivision of the State of Missouri, and D.J. CHRISTIE, INC. ("Developer").

RECITALS

A. By Ordinance No. _______, adopted by the Board of Aldermen on _____________, 2005, the City approved the Harrisonville Towne Center Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area, declared the Redevelopment Area as a Blighted Area, and selected the D.J. Christie, Inc. (the "Developer") to implement the Redevelopment Plan. The purpose of the TIF Plan is to devote Economic Activity Taxes and Payments in Lieu of Taxes to the removal of blighted conditions and the redevelopment of the property included in the Redevelopment Area.

B. By Ordinance No. ______, adopted by the Board of Aldermen on ___________, 2005, the City approved the Tax Increment Financing Redevelopment Agreement ("TIF Agreement") between the Developer and the City and authorized the Mayor to enter into the TIF Agreement with Developer for the implementation of Redevelopment Project I as described in the TIF Plan.

C. On _______________, 2005, the Developer and the City entered into the TIF Agreement, agreeing to the terms and conditions pursuant to which the Developer's obligations to construct Redevelopment Project I would be carried out and providing for the formation of the District.

D. Pursuant to the TIF Agreement, the City and the Developer agreed that the Developer would take all necessary actions to form the District and to cause the District's board of directors to enter into a cooperative agreement with the City.

E. The District was formed on ____________, ______, by virtue of the Judgment entered by the Circuit Court of Cass County, Missouri as Case Number _____________. The stated purpose of the District is to undertake the District Projects.

F. The District has imposed a sales tax at the rate of one percent (1%) on retail sales ("District Sales Tax") in accordance with the TDD Act. The District Sales Tax is imposed and collected within the boundaries of the District, which overlaps the Redevelopment Area.

G. Pursuant to the TIF Agreement, Developer has advanced funds for the establishment, maintenance and operation of the District, and will continue to advance such funds until such time as revenues available to the District are sufficient to provide funding for such costs.

H. Pursuant to a Cooperative Agreement among the District and the City ("Cooperative Agreement"), the City has agreed to act as collector of the District Sales Tax on behalf of the District.

I. The District and the Developer desire to provide for reimbursement to Developer of costs and expenses actually paid and incurred by Developer for "Costs of Formation", "Improvement Costs", and "Operating Costs", all as defined in the Cooperative Agreement (collectively the "Reimbursement Agreement Costs").

AGREEMENT

THEREFORE, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the District and Developer agree as follows:

1. Developer agrees to submit to the District a true, complete and accurate statement of the Reimbursement Agreement Costs.

2. The District shall review all statements of the Reimbursement Agreement Costs. Based upon such reasonable review, the District shall determine and approve for reimbursement all reasonable and necessary Reimbursement Agreement Costs actually paid or incurred by Developer for which the Developer has not otherwise been reimbursed. This Reimbursement Agreement is subject to all applicable provisions of the TIF Agreement and the Cooperative Agreement, and prior to the District's approval of the Reimbursement Agreement Costs, the City shall have approved such costs pursuant to the terms of the TIF Agreement and the Cooperative Agreement.

3. Subject to quarterly appropriation, the District shall pay to Developer, from funds distributed to the District under the terms of the Cooperative Agreement and under the terms of any Trust Indenture (as defined in the Cooperative Agreement), such amounts as are available to the District for reimbursement of the Reimbursement Agreement Costs.

4. Payments by the District to the Developer as authorized by this Reimbursement Agreement shall be secondary and subordinate to any repayments to the City as required by the TIF Agreement and the Cooperative Agreement.

5. This Agreement shall be and remain in effect until the earlier of (a) payment in full of all approved Reimbursement Agreement Costs or (b) termination of the TDD Sales Tax.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the District and Developer, and their respective successors and assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute by one and the same instrument.

In witness whereof, the parties have set their hands as of the date first above written.

HARRISONVILLE TOWNE CENTER
TRANSPORTATION
DEVELOPMENT DISTRICT

Executive Director

(SEAL)

D.J. CHRISTIE, INC.

President

SECTION 1: General Architectural Design Standards

1. The development design shall utilize the opportunities and reflect the constraints created by floodplains, slopes, soils, vegetation and other physical features.

2. All building elevations of pad site structures shall be finished with, at a minimum, the same level of architectural detail and quality as the primary structure(s) within the development.

3. Buildings shall be designed in an attractive and interesting manner to define the image of the community. No metal facades shall be allowed.

4. Consistent architectural design, including building materials and colors, should be carried throughout the development area. Designs should provide visual interest and variety, yet be consistent with the architectural character of area.

5. Architectural details such as texture, pattern, color, and building form used on the front facade shall be incorporated on all visible building facades. However, such requirements shall not apply to any façade(s) facing service courts or other areas generally not visible to the public.

6. Building materials should be similar to the materials of structures in the area. However, dissimilar materials may be permitted when incorporating other characteristics such as scale, form, architectural detailing and color to make the building compatible with the area.

7. Materials requiring low maintenance are recommended over high maintenance materials. For instance, materials with integral color are generally recommended over materials that require painting.

8. Foundation planters and trees should be incorporated around the building exterior to soften the building appearance.

SECTION 2: Gateway Design Standards

1. *Riparian Landscaping*. The frontage along South Commercial Street is a gateway to both the community and the Harrisonville Towne Center commercial development. The creek shall be developed as an amenity (riparian corridor) to the commercial development. All landscaping materials shall be installed in accordance to the *American Standard for Nursery Stock*. A landscape plan must be submitted prior to the establishment of landscaping. The preferred trees/shrubs to be used are outlined below.

   a. *Deciduous Shade Tree Species:*

Acer nigrum	Black Maple
Acer platanoides var.	Norway Maple
Rumbrum var.	Red Maple
Saccharum var.	Sugar Maple
Carya cordiformis	Bitternut Hickory
Carya ovata	Shagbark Hickory
Celtis occidentalis	Hackberry
Fraxinus americana var.	White Ash
cv. 'Autumn Purple'	
cv. 'Rosehill'	
Fraxinus nigra	Black Ash
Fraxinus pennsylvanica lanceolata	Green Ash
cv. 'Marshall's Seedless	
Glenditsia triacanthos	Thornless Honeylocust
Inermis var.	
Ginkgo Biloba	Ginkgo
Gymnoclaous dioicus	Kentucky Coffee Tree
Liquidamber styraciflua	American Sweet Gum
Lirodendren Tulipfera	Tulip Tree
Nyssa sylvatica	Black Tupelo
Plantanus Acerfolia	Plane Tree
Prunus serotina	Black Cherry
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus Borealis	Northern Red Oak
Quercus coccinea	Scarlet Oak
Quercus imbricaria	Shingle Oak
Quercus macrocarpa	Bur Oak
Quercus muhlenbergi	Chinkapin Oak

Quercus robur	English Oak
Tilia cordata var.	Little Leaf Linden
Tomentosa	Silver Linden
Sophora Japonica	Japanese Pagodatree
Tilia cordata	Greenspire Linden
cv. 'Greenspire'	

b. *Evergreen/Coniferous Tree Species:*

Picea abies	Norway Spruce
Picea glauca densata	Black Hills White Spruce
Pinus strobus	Eastern White Pine

c. *Ornamental Tree Species:*

Acer ginnala	Amur Maple
Amelanchier arborea	Downy Serviceberry
Magnolia x soulangiana	Saucer Magnolia
Cercis	Redbud varieties
Canadensis	Redbud
Canadensis 'Alba'	Whitebud
Cotinus coggygria	Smoketree
Crataegus	Hawthorn varieties
Phaenopyrum	Washington Hawthorn
Crusgalli var. inermis	Crusader Thornless
Koelrueteria paniculata	Goldenrain
Malus	Crabapple varieties
Centurian	Centurian Crabapple
Sieboldii 'zumi'	Zumi Crabapple
Snowdrift	Snowdrift Crabapple
Red Jade	Red Jade Crabapple
Prunus cerasifera	Newport Plum
Pyrus calleryana	Callery Pear varieties
Aristocrat	Aristocrat Pear
Capitol	Capitol Pear
Chanticlear	Chanticlear Pear
Rhus typhina	Staghorn Sumac

d. *Shrubs:*

Sambucus Canadensis	Elderberry
Physocarpus Opulifolius	Ninebark
Hypericum Prolificum	Shrubby St. John's Wort
Rhus Aromatica	Fragrant Sumac

For other species of trees, which may be acceptable under certain conditions, contact the Community Development Director. All deciduous shade trees shall be planted at 2" caliper as measured 6 inches from grade. All ornamental trees shall be planted at 1" caliper as measured 6 inches from grade. All evergreen/coniferous trees shall be planted at a height of 5 feet. The following shall be provided along the creek.

Deciduous Shade Trees:	3 Trees per 100 feet
Ornimental Trees:	3 Trees per 100 feet
Evergreen/Conifer Trees:	3 Trees per 100 feet *
Shrubs	as approved by City **

** The Evergreen/Conifer Trees are only required along the rear of the buildings that back up to US 71. These plantings will help soften the plain façade typically found along the rear of large retail buildings.* Furthermore, the City may reduce the number of deciduous and ornamental trees required in the rear of the commercial center.

**Shrubs may be required for screening of utilities, parking lots or to provide additional landscaping where needed.

The City will also support the use of the creek for wetland mitigation. The above landscaping standards are not intended to fulfill the standards for wetland mitigation. If the creek will be used for COE wetland mitigation purposes, the landscape plan/standards will have to be modified.

2. *Bridges*. The bridges that are proposed for the project shall be approved by the City. Said bridges shall have a combination of decorative headwalls and decorative bridge railings. If possible, the color and texture of the bridges shall match that of the Sutherland's building.

3. *Decorative Lighting*. The use of City approved historic reproduction lights shall be used along both access drives.

4. *Sidewalks*. Sidewalks shall be incorporated into the bridge design. At least one sidewalk shall be provided for each bridge. Sidewalks shall provide access to each building.

SECTION 3: Screening of Rooftop Equipment

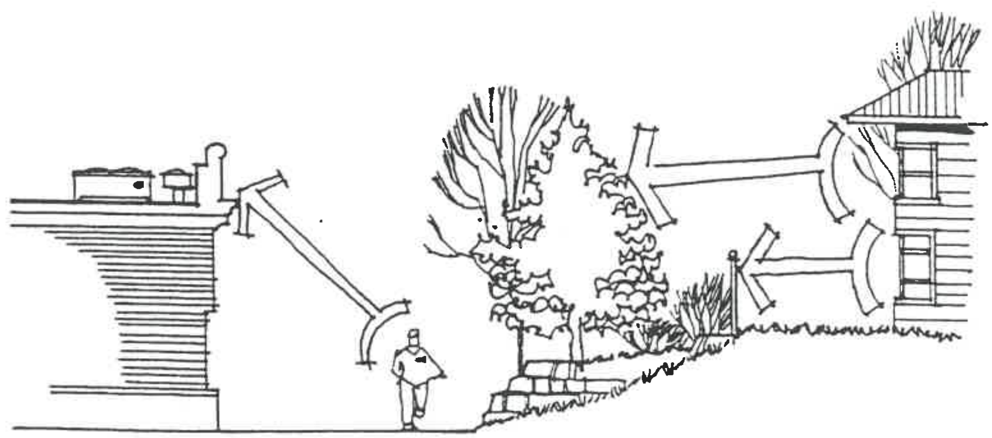
1. Rooftop mechanical equipment screens shall be required at a height that is as high, or higher than, the rooftop equipment being screened.

2. Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.

3. The use of parapet walls or specially designed rooftop penthouse enclosures is the preferred methods of screening for rooftop mechanical equipment.

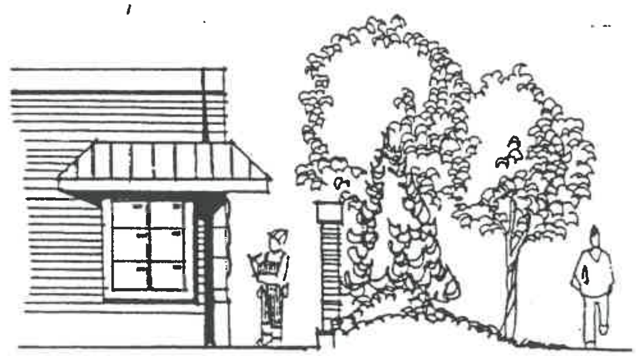
4. Partition screens are generally less desirable for screening purposes. However, when using partition screens, the use, design, and material of the screen should blend with the building architecture and create a massing hierarchy that projects the same quality appearance as the building facade.

5. The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.

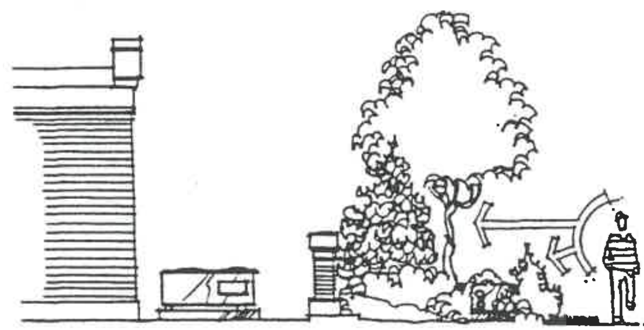


SECTION 4: Screening of Ground/Building Mounted Equipment

1. When it is not feasible to locate mechanical devices and areas within a building, the following shall be achieved:
   a. Coolers must be finished with the same building materials and architectural detailing as the main building facade.
   b. Coordinate the same material and detailing as the building facade with screening walls or specially designed enclosure cabinets for HVAC and utility meters.
   c. Use an evergreen species as the primary planting when landscaping is used for screening purposes. Landscape plantings for wall-mounted meters must be installed at a height of 6 feet.



   d. The visibility of meters and utility banks (i.e. gas, electric, water) can be reduced by locating such equipment along the side or rear of the building in a location not generally visible by the public.
   e. All above ground utility cabinets are required to be placed within the interior side or rear building setback yards. Such utility cabinets are prohibited within required front or corner side yards adjacent to street right-of-way unless screened with landscape materials.
   When such cabinets are located adjacent to or near a building, they should be screened and treated in the same manner as HVAC equipment and trash receptacles (i.e. screening walls, landscaping, etc.).

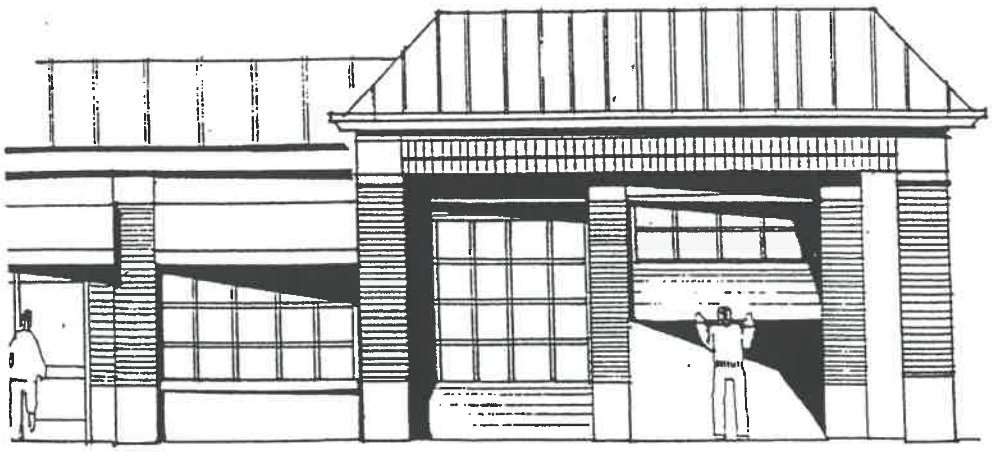


2. Mechanical equipment must be located and screened in a manner so as not to be visible or heard from adjoining properties.

SECTION 5: Loading Dock and Service Area Screening

1. Unattractive elements, such as trash, service, and loading areas are to be located out of public view from streets, adjacent residential properties, and other highly visible areas such as parking lots, access drives, etc.

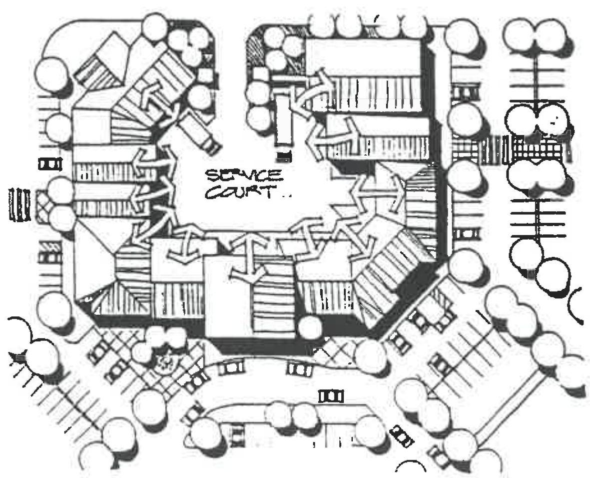
2. If the back or sides of buildings must be oriented toward public streets or highly visible areas, such areas must provide visual interest through a combination of architectural detail, landscaping, and/or berms.



a. Buildings should be designed in a manner so that loading docks and service areas (which are visible from Commercial Street or Linbergh Street) are screened either by a building wall or a screening wall, or integrated into the building design to not be noticeably visible. Screening walls must be a length and height to screen the maximum size of vehicle using the area.

b. Screening walls should reflect the same level of architectural design as the primary structure, including elements such as landscaping to soften the wall's appearance, architectural detailing, staggering with recesses and projections, and visual interest.

c. Design elements must be accomplished in a manner to control noise generated from service activities and mechanical equipment.

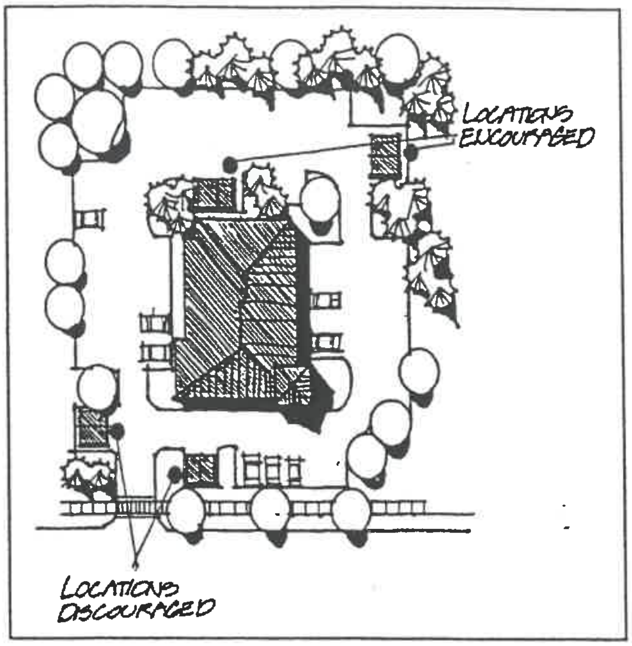


SECTION 6: Trash Receptacle Screening

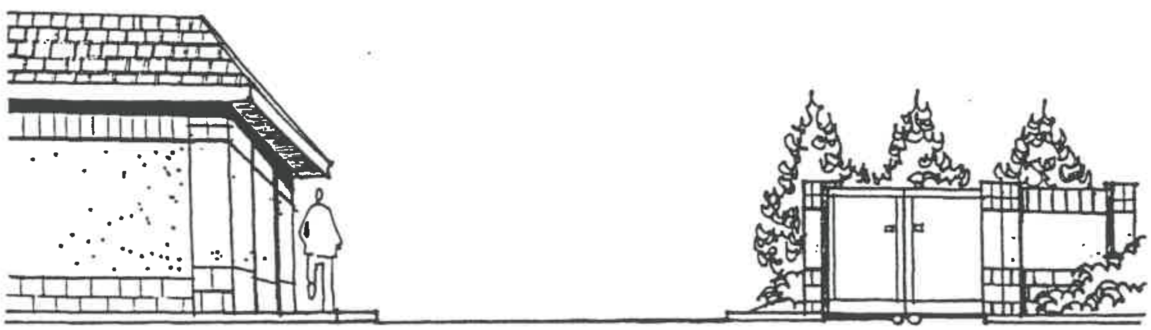
1. Refuse enclosures shall be screened from public view on at least 3 sides with a 6 to 8 foot opaque screen of either masonry, landscaping treatment or other compatible building or landscape materials.

2. Trash receptacle areas should not be placed in an area along a public street. Such areas should be located to allow for convenient access by refuse vehicles.

3. When located in a highly visible area, trash receptacle screening walls should be softened with landscape materials on earth berms.

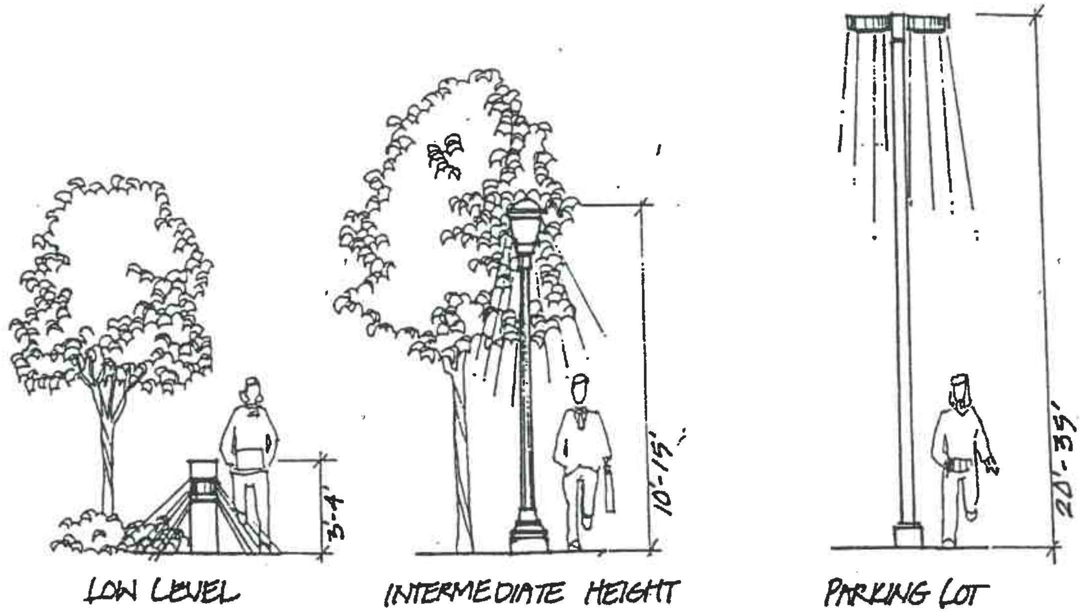


4. Screening doors on the enclosure should be finished with a high quality material and durable finish.



SECTION 7: Lighting Standards

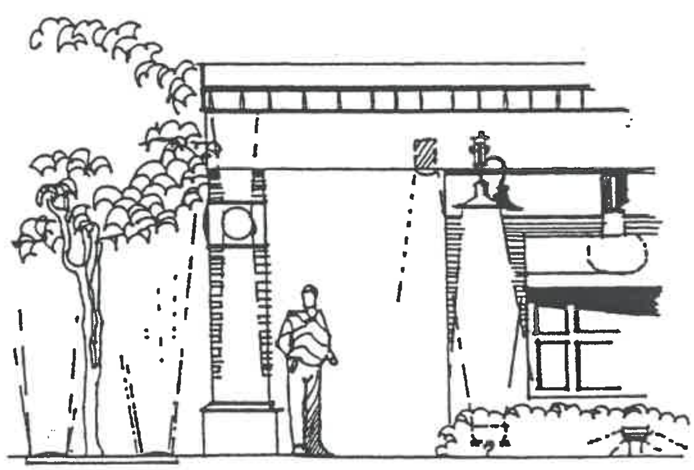
1. Driver and pedestrian orientation may be enhanced by providing a hierarchy of lighting effects such as bollards (3-4 feet high), intermediate-height pedestrian lights (10-15 feet high), and parking lot and roadway lights (20-30 feet high).



2. Building-mounted light fixtures should be for aesthetic and safety purposes only and must direct light upward or downward. Lighting should be used to highlight architectural features and create visual interest. Wall-pack lights or other lighting that shine outward toward adjoining properties or street right-of-way is prohibited.

    a. Building-mounted fixtures for site illumination are permissible on the "back" sides of buildings where facing other non-residential buildings and not highly visible.

    b. Accent lighting that highlights building architectural features is encouraged. Exterior neon lighting, illuminated banding, or other lighting that creates a glow is prohibited, unless approved by the City as part of an overall theme for the development area.



3. Parking lot illumination must be accomplished with individual light poles and fixtures. Building-mounted fixtures are not permitted as a method of parking lot illumination.
    a. The style of lighting should reflect the architectural character of the area.
    b. Maintain parking lot light poles/fixtures of the same style, height, color, and intensity of lighting throughout the development area. Varying styles of fixtures

may be permitted if it is demonstrated that the styles contribute to an overall theme for the area.

c. The maximum pole height in commercial shopping centers and office parks shall be 30 feet.

d. Light fixtures shall be non-adjustable horizontally-mounted fixtures with less than 90 degree luminaire cutoff. Fixtures that project light or glare toward street right-of-way or adjoining properties shall not be permitted.

e. Shielding shall be provided to avoid light trespass and glare.

4. Properties visible from an arterial roadway may be required to submit a point by point photometric plan to show compliance with lighting standards. The maximum maintained vertical foot-candle at an adjacent property line is 0.5 foot-candles measured 5 feet above grade. The maximum average maintained foot-candles for all parking lots shall be 3 foot-candles.

SECTION 8: Pedestrian Circulation

1. Site development design should consider pedestrian circulation patterns in equal importance to that of the vehicle and building arrangement.

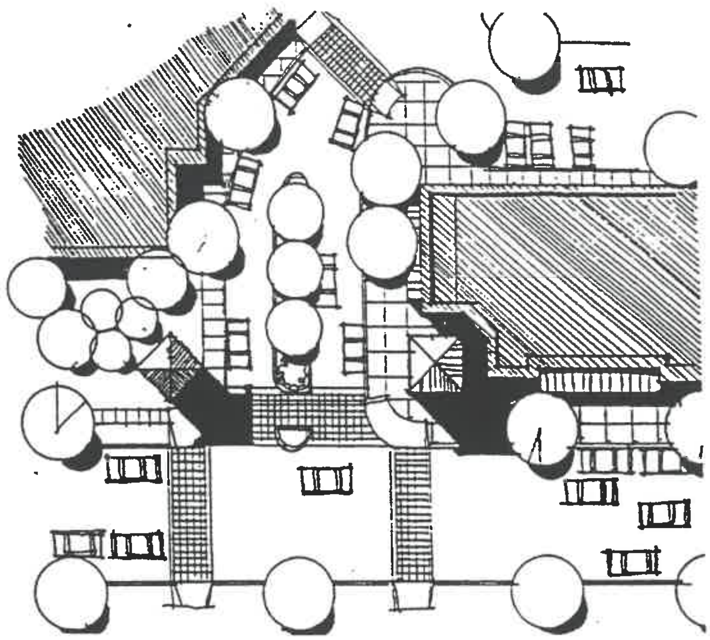
2. Sidewalks and walkways shall be provided to connect sidewalks along adjacent roadways to buildings within the development. Walkways should also provide access between buildings.

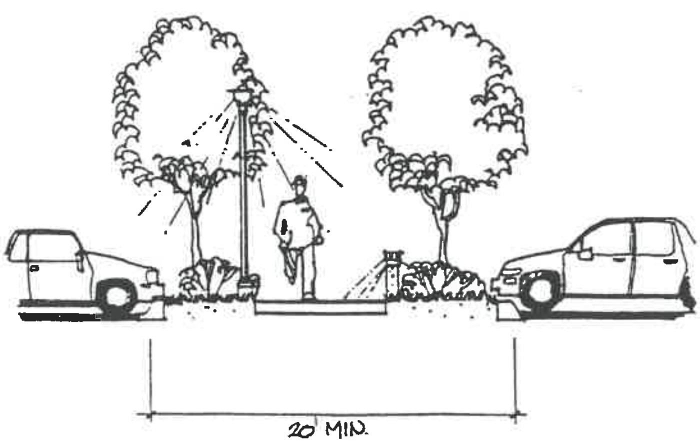
3. Site design should separate pedestrians/sidewalks and vehicles as much as possible, with the number and length of pedestrian crossings through parking and paved areas kept to a minimum. Landscaping shall be used along such pedestrian/landscaping corridors. Such corridors shall be a minimum of 20 feet wide. Low level lighting is encouraged.

4. Sidewalks should be incorporated into both bridges that provide access from Commercial Street.

5. Sidewalks shall be provided along both Commercial Street and Lindbergh Street.

6. ADA Standards shall be complied with.





SECTION 9: Parking Lot Landscaping

1. Landscape design and species shall be used to create visual continuity throughout the development. Landscape coordination shall occur among all phases of the development.

   a. Landscape design should create variety, interest, and view corridors for visibility.

   b. A variety of different species shall be incorporated into the site design to provide visual interest, as well as disease and pest resistance.

   c. Required landscape plantings shall be coordinated with the location of utilities, driveways, and traffic site clearance zones. Landscape plantings shall be located an adequate distance away from utility lines and easements to avoid damage when such lines are repaired or replaced.

2. Plant materials shall be placed intermittently against long expanses of building walls, fences and other barriers to create a softening effect.

3. One tree for every twelve (12) parking spaces shall be provided. Deciduous trees shall be planted at 1.5" caliper. The number, species, location, and size will be reviewed with the landscaping plan for each site.

space above this line reserved for Recorder's use

DOCUMENT COVER PAGE

Document Title:	Ordinance No. 3073
Document Date:	February 2, 2009
Grantor Name:	Harrisonville Market Place
Grantee Name:	City of Harrisonville, Missouri, a municipal corporation
Grantee's Address:	300 E. Pearl Street, Harrisonville, MO 64701
Legal Description:	Attached Document

COUNCIL BILL NO. 007

ORDINANCE NO. 3073 (05-09)

AN ORDINANCE APPROVING THE HARRISONVILLE MARKET PLACE AMENDED TAX INCREMENT FINANCING PLAN DATED DECEMBER 4, 2008, AND APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO THE FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND HARRISONVILLE MP, LLC REGARDING THE HARRISONVILLE MARKET PLACE TAX INCREMENT FINANCING PLAN

WHEREAS, on March 19, 2007 the Board of Aldermen of the City of Harrisonville (the "City") adopted Ordinance No.2982, approving the Harrisonville Market Place Tax Increment Financing Plan (the "Redevelopment Plan") and authorizing the Mayor to execute a Redevelopment Agreement between the City and Simmons Investments, Inc.; and

WHEREAS, the Harrisonville Market Place Amended Tax Increment Financing Plan (the "Amended Redevelopment Plan"), dated December 4, 2008, proposes an amendment to the estimated reimbursable project expenses and other financial projections and changes the name of the entity designated as the developer for the Redevelopment Area from Simmons Investments, Inc. to Harrisonville MP, LLC; and

WHEREAS, notice of a public hearing on December 16, 2008, before the Tax Increment Financing Commission for the City of Harrisonville, Missouri (the "Commission") to discuss the Amended Redevelopment Plan, was provided in accordance with the provisions of the Real Property Tax Increment Allocation Act (Section 99.800 *et seq.*, RSMo); and

WHEREAS, a public hearing before the Commission was held on December 16, 2008, and at the public hearing all interested parties were provided with an opportunity to present evidence and testimony regarding the proposed Amended Redevelopment Plan dated December 4, 2008 and, based on the testimony and evidence presented and its review of the Amended Redevelopment Plan, the Commission adopted a resolution recommending to the Board of Aldermen approval and adoption of the Amended Redevelopment Plan dated December 4, 2008; and

WHEREAS, as a result of the revisions proposed in the Amended Redevelopment Plan, it is necessary to amend the Tax Increment Financing Redevelopment Agreement between the City and Simmons Investment, Inc. (the "Contract") to ensure that it conforms to the changes in the Amended Redevelopment Plan; and

WHEREAS, the City has determined that the proposed amendments to the Contract are appropriate in light of the proposed Amended Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, as follows:

SECTION 1: That the Harrisonville Market Place Amended Tax Increment Financing Plan dated December 4, 2008, a copy of which is attached hereto as <u>Exhibit A</u>, is hereby approved and adopted.

Attachment: TIF - Amended TIF Plan - Market Place - Executed - 2-9-09 (Board TIF Progress Report)

SECTION 2: That the Mayor of the City of Harrisonville, Missouri is hereby authorized and directed to enter into the First Amended and Restated Redevelopment Agreement between the City of Harrisonville, Missouri and Harrisonville MP, LLC for the Harrisonville Market Place Redevelopment Plan, which is attached hereto as Exhibit B to amend the Tax Increment Financing Redevelopment Agreement, to in effect substitute provisions to ensure that the Redevelopment Agreement conforms to the Amended Redevelopment Plan.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

Roll Call Vote:

Ayes:	Aldermen Mollenhour, Hammonds, Licht, Reece and Fools
Nays:	Aldermen Coburn, Young, Dickerson
Absent:	None
Abstain:	None

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 2nd day of February 2009.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Debbie Grant

Debbie Grant, City Clerk

WITNESS my hand and seal this 2nd day of February 20009.

EXHIBIT A

HARRISONVILLE MARKET PLACE AMENDED TAX INCREMENT FINANCING PLAN
DATED DECEMBER 4, 2008

HARRISONVILLE MARKET PLACE

AMENDED TAX INCREMENT FINANCING PLAN

HARRISONVILLE, MISSOURI

SUBMITTED BY:

HARRISONVILLE MP, LLC

PREPARED BY:

SHUGHART THOMSON & KILROY, P.C.

120 W. 12TH STREET

KANSAS CITY, MO 64105

TELEPHONE: (816) 374-0540

FACSIMILE: (816) 817-0241

December 4, 2008

TABLE OF CONTENTS

Attachment: TIF - Amended TIF Plan - Market Place - Executed - 2-9-09 (Board TIF Progress Report)

EXHIBIT LIST

I. INTRODUCTION

The Tax Increment Financing Commission of Harrisonville, Missouri (the "Commission") on December 12, 2006 recommended that the City approve the Harrisonville Market Place Tax Increment Financing Plan. By Ordinance No. 2982, adopted by the Board of Aldermen on March 19, 2007, the City approved the Redevelopment Plan, declared the Redevelopment Area as a Blighted Area, selected the Developer to implement the Redevelopment Project of the Redevelopment Plan and authorized the City to enter into a Redevelopment Agreement with the Developer for the implementation of the Redevelopment Project described in the Redevelopment Plan. On April 16, 2007, the City and Simmons Investments, Inc. executed the Redevelopment Agreement setting forth the rights and obligations of the City and Developer in regards to the implementation of the Redevelopment Project.

At the request of the City, the Developer hereby proposes to amend the Plan for the Redevelopment Project by increasing the scope of work to be included in the Project and to appropriately adjust the Project costs, debt service schedules, and projected revenues from the Project.

This amended Plan provides for the redevelopment of the Redevelopment Area which is located in the City of Harrisonville, Missouri. The Redevelopment Area contains approximately 34.5 acres as generally described on the attached Exhibit 1 and as depicted on the Preliminary Site Plan attached hereto as Exhibit 4. The Developer is Harrisonville MP, LLC, the successor to Simmons Investments, Inc.

The majority of the Redevelopment Area is undeveloped, vacant land with the exception of a few outdated improvements along the frontage of Commercial Street and a single residential improvement along Highway 2. The Redevelopment Area has not been developed primarily due to the difficult terrain, and a lack of infrastructure. The Redevelopment Area contains defective or inadequate street layout and unsanitary conditions. Currently no adequate paved roads exist in the Redevelopment Area. In addition, re-platting is necessary to solve access problems and allow for orderly development at the highest and best use. The predominance of these factors individually, and in combination, cause the Redevelopment Area to constitute an economic and social liability and a menace to the public health, safety, morals, and welfare in its present condition and use. As such, the Redevelopment Area qualifies as a Blighted Area under the Act. A Blight Study which was commissioned by the Developer is attached as Exhibit 2. The Developer's signed affidavit attesting that the Redevelopment Area is a Blighted Area and that the provisions of Missouri Revised Statute §99.810(1) have been met and is attached as Exhibit 3. In addition, the existing conditions have caused the Redevelopment Area to be economically infeasible to develop without the assistance of tax increment financing. Economic data and conditions indicate that development will not occur within the Redevelopment Area without the adoption of this Plan.

This Plan represents the work product of many hours spent in planning and discussions with City officials, experts in redevelopment and planning matters, and other interested parties. This Plan is designed to conform to the highest standards of development for similar project throughout the United States and to be responsive to the needs and desires of the City and its residents and visitors.

Pursuant to this Plan, Harrisonville MP, LLC will be the Developer of the Redevelopment Area and the Redevelopment Project. The Redevelopment Project will include private development and construction of related and necessary public infrastructure. The Redevelopment Project calls for construction of various commercial uses, including, without limitation, office, general commercial, institutional, and retail, with estimated building area for all such uses of approximately 243,895 square feet of gross leaseable area, along with adequate parking, and the construction of related necessary public improvements, such as sidewalks, roads, traffic control improvements, and utility infrastructure.

The Redevelopment Project is expected to create approximately 259 full time equivalent permanent jobs in the aggregate. It is anticipated that the Redevelopment Project will generate approximately $53,566,202 in the aggregate in real property taxes, sales taxes, utility taxes, and personal property taxes during the life of the Plan.

The total cost of the Redevelopment Project is estimated to be approximately $47,043,434. The total Reimbursable Project Costs required to make the Redevelopment Project possible are estimated to be $16,104,909, which includes the costs of the Special District Project. These estimates do not include Financing Costs or any administrative costs imposed by the City. Obligations may be issued by an issuer as deemed acceptable to the Developer and the City to finance some or all of the Reimbursable Project Costs, and some form of credit enhancement may be necessary to make the Obligations marketable. Such Obligations may include, but not necessarily be limited to, revenue bonds and promissory notes issued by an issuer acceptable to the Developer and the City.

The Payments in Lieu of Taxes ("Pilots") and the Economic Activity Taxes ("EATS") generated by the Redevelopment Project along with a proposed Special District Sales Tax will be used to retire the Obligations and to reimburse the City, the TIF Commission, and the Developer for those Redevelopment Project Costs that are Reimbursable Project Costs.

After all the Reimbursable Project Costs incurred, and expected to be incurred, are fully paid and all Obligations issued, and expected to be issued, are retired, tax increment financing for the Redevelopment Area will be terminated and the Taxing Districts will receive all tax revenues generated by the Redevelopment Project as if tax increment financing had not been adopted. Any funds which are paid to any Special Allocation Fund created pursuant to this Plan and not used to pay Reimbursable Project Costs incurred, and expected to be incurred, and to retire all Obligations issued, and expected to be issued, will be surplus funds and returned to the City and other Taxing Districts as required by the Act.

The total equalized assessed value of the real estate within the Redevelopment Area at the time of the original Plan was prepared was $170,680, as set forth on the records provided by the Cass County Assessor's Office. It is estimated that the total equalized assessed value of real estate within Redevelopment Project Area will be approximately $6,868,000 when the Redevelopment Project is fully completed.

The total Payments in Lieu of Taxes and Economic Activity Taxes generated by the Redevelopment Project during the first twenty-three (23) years of operation are estimated to be approximately $10,087,518 and $13,934,944. The total Special District Sales Tax for the Special District is anticipated to be $9,228,231 and the incremental taxes from personal property tax generated by the Redevelopment Project is anticipated to be $1,292,163. The estimated combined benefits available from Payments in Lieu of Taxes, Economic Activity Taxes, Special District Sales Tax, and incremental taxes from personal property is $34,542,857, as set forth in Exhibit 9.

II. DEFINITIONS

As used in this Plan, the following terms shall have the following meanings:

A. <u>Act</u>. The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 et seq., Revised Statutes of Missouri.

B. Blighted Area. An area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations, constitutes an economic or social liability, or a menace to the public health, safety, morals, or welfare in its present condition and use.

C. Board of Alderman. The Board of Aldermen of Harrisonville, Missouri.

D. City. Harrisonville, Missouri.

E. City Collector. The Finance Director of Harrisonville, Missouri.

F. City Treasurer. The Treasurer of Harrisonville, Missouri.

G. County Assessor. The Assessor of Cass County, Missouri.

H. County Collector. The Collector of Cass County, Missouri.

I. Debt Service. The amount required for the payment of interest and principal on Obligations and Private Loans as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations or Private Loans to retire or secure the Obligations or Private Loans.

J. Developer. Harrisonville MP, LLC, a Missouri limited liability company, or its successors or assigns for the Redevelopment Project Area.

K. Economic Activity Account. The separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

L. Economic Activity Taxes. Fifty percent (50%) of the total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within the Redevelopment Area, over the amount of such taxes generated by economic activities within such Redevelopment Area in the calendar year prior to the adoption of the Ordinance designating the Redevelopment Project for such Redevelopment Area, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales, or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees, or special assessments, and personal property taxes and taxes levied pursuant to Section 70.500, Revised Statutes of Missouri.

M. Financing Costs. Those costs incurred, or to be incurred, by any issuer of obligations or the Developer as a result of issuing Obligations or Private Loans to pay all or any portion of Reimbursable Project Costs incurred, or estimated to be incurred, including, but not limited to, interest, loan fees, financial advisor fees, legal fees, broker fees or discounts, printing, and other costs related to such financing.

N. Obligations. Bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by an issuer as is acceptable to the Developer to pay Reimbursable Project Costs incurred, or estimated to be incurred, to carry out the Redevelopment Project, to finance the cost of issuing such Obligations, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations, or to refund, redeem, or defease outstanding Obligations or Private Loans.

O. Ordinance. An ordinance enacted by the Board of Aldermen.

P. Payments in Lieu of Taxes. Revenues from real property taxes in the Redevelopment Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing for the Redevelopment Area, and which would result from levies made after the time of the adoption of tax increment allocation financing within the Redevelopment Area during the time the current equalized value of real property in such Redevelopment Area exceeds the Total Initial Equalized Assessed Value of real property in such Redevelopment Area, until the designation is terminated pursuant to this Plan, which shall not be later than twenty-three (23) years after the respective Redevelopment Project is approved by Ordinance.

Q. PILOT Account. The separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

R. Plan. This Amended Harrisonville Market Place Tax Increment Financing Plan.

S. Preliminary Site Plan. The preliminary site plan for the Redevelopment Area attached as Exhibit 4 as such may be amended from time to time in connection with zoning and/or subdivision processes undertaken by the Developer and approved by the City.

T. Private Loans. Loans or indebtedness incurred by the Developer or any other private entity or individual to pay for Reimbursable Project Costs incurred, or estimated to be incurred, to carry out the Redevelopment Project, to finance the creation of such Private Loans, to establish reserves, to find or secure such Private Loans, to finance interest costs associated with such Private Loans, or to refund or refinance any such outstanding Private Loans.

U. Public Improvements. Those improvements to be completed as part of the Redevelopment Project that will be dedicated to the City, the County, the State, or such other municipality, as the case may be, said improvements to include without limitation, sidewalks, roads, traffic control improvements, various water and sewer improvements, and other utility infrastructure, all as generally described on Exhibit 6.

V. Redevelopment Area. The real property area legally described in Exhibit 1.

W. Redevelopment Project. The redevelopment of the Redevelopment Project Area, which is anticipated to include construction of various commercial uses, including without limitation, office, general commercial, institutional, and retail uses containing approximately 243,895 square feet of gross leaseable area, along with adequate parking, and the construction of related necessary public improvements, such as sidewalks, roads, traffic control improvements, and utility infrastructure, all to be constructed in accordance with this Plan.

X. Redevelopment Project Area. The real property areas described in Exhibit 1, all within the Redevelopment Area.

Y. Redevelopment Project Costs. The sum total of all reasonable or necessary costs incurred, or estimated to be incurred, and any such costs incidental to this Plan or the Redevelopment Project, as applicable. Such costs include, but are not limited to, the following:

1. Costs of studies, surveys, plans, and specifications;

2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning, or special services (except for the reasonable administrative costs of the TIF Commission, such costs shall be allowed only as an initial expense which are included in the costs set forth in this Plan or Redevelopment Project);

3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction, repair, or remodeling of existing buildings and fixtures;

5. Initial costs for an economic development area (as defined in the Act);

6. Costs of construction of public works or improvements, including special assessments made against property in the Redevelopment Area;

7. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder pursuant to the Act accruing during the estimated period of construction of any Redevelopment Project for which such Obligations are issued and for not more than eighteen (18) months thereafter, and including reasonable reserves related thereto;

8. All or a portion of a Taxing District's capital costs resulting from the Redevelopment Project necessarily incurred, or to be incurred, in furtherance of the objectives of this Plan and Redevelopment Project, to the extent the City by written agreement accepts and approves such costs;

9. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

10. Payments in Lieu of Taxes.

Z. Reimbursable Project Costs. Those costs identified as Redevelopment Project Costs:, (1) incurred by the City or the TIF Commission, including, without limitation, Financing Costs, and administrative costs associated with this Plan; (2) incurred by the Developer, or at Developer's direction, in connection with: (a) the preparation and approval of this Plan; (b) the preparation, formation and implementation of the Special District and any Special District project; and/or (c) planning, financing, acquiring, and constructing the Redevelopment Project, including, without limitation, fees of architects, accountants, attorneys, consultants, and other professionals, estimated to be $16,104,909 as set out on Exhibit 6, plus all Debt Service and Financing Costs and any administrative costs imposed by the City or the TIF Commission in connection with the Redevelopment Project or this Plan.

AA. Relocation Plan. The relocation plan attached as Exhibit 13.

BB. Special Allocation Fund. The fund of the City which contains at least two separate segregated accounts for this Plan, into which Payments in Lieu of Taxes generated by the Redevelopment Project of such Redevelopment Area are deposited in one account and Economic Activity Taxes generated by the Redevelopment Project of such Redevelopment Area are deposited in the other account.

CC. Special District. A Missouri Community Improvement District formed pursuant to R.S.Mo §§67.1401 to 67.1571 or a Missouri Transportation Development District formed pursuant to R.S.Mo §§ 238.200 to 238.275 over or within the boundaries of the Redevelopment Area as well as including additional property.

DD. Special District Project. The project as authorized and generally described in the formation documents of the Special District.

EE. Special District Sales Tax. A local sales tax levied by a Special District.

FF. Taxing District. Any political subdivision of the state of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.

GG. TIF Commission. The Tax Increment Financing Commission of the City.

HH. Total Initial Equalized Assessed Value. That amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area immediately after tax increment financing for such Redevelopment Area has been approved by the Board of Aldermen by an Ordinance.

III. TAX INCREMENT FINANCING

This Plan is adopted pursuant to the Act. The Act enables the City to finance the Redevelopment Project with the revenue generated from Payments in Lieu of Taxes resulting from increased assessed valuation on such new development and, subject to annual appropriation, from Economic Activity Taxes resulting from increased economic activities in the Redevelopment Project Area. An issuer acceptable to the City and the Developer may issue Obligations to finance Reimbursable Project Costs.

The County Assessor has previously certified the Total Initial Equalized Assessed Value of the Redevelopment Project Area that has been adopted. Real estate taxes resulting from the Total Initial Equalized Assessed Value for each Redevelopment Project Area will be payable to Taxing Districts as if tax increment financing were not adopted. Payments in Lieu of Taxes collected from owners of property within each Redevelopment Project Area will be paid by the County Collector and the City Collector, as applicable, to the City Treasurer and deposited in the PILOT Account within the Special Allocation Fund. In addition, following annual appropriation by the appropriate Taxing Districts, Economic Activity Taxes shall be paid by the collecting Taxing Districts to the City Treasurer who shall deposit such in an EATS Account within the Special Allocation Fund.

IV. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

A study of the Redevelopment Area was conducted documenting the existence of blight and is attached as Exhibit 2. This study confirms that the Redevelopment Area is qualified as a Blighted Area under the Act. The Redevelopment Area qualifies as a Blighted Area under the Act due primarily to defective or inadequate street layout, unsanitary and unsafe conditions, and inadequate improvements that do not reflect the highest and best use of the site leading to economic under-utilization of the Redevelopment Area. As a result, the Redevelopment Area constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare in its present condition.

V. REDEVELOPMENT PLAN OBJECTIVES

This Plan will be implemented by removing the existing blighted conditions and constructing the Redevelopment Project. The objectives of this Plan are outlined below:

A. General Plan Objectives. The general objectives of this Plan are:

1. To eliminate blight from the Redevelopment Area;

2. To enhance the tax base of the City and other Taxing Districts by development of the Redevelopment Area to its highest and best use and encouraging private investment in the surrounding area;

3. To increase employment in the City,

4. To provide for adequate parking, traffic flow, and adequate public roads in the Redevelopment Area; and

5. To enhance the aesthetics of the Redevelopment Area.

B. Specific Plan Objectives. Specific objectives of this Plan are:

1. To cure the conditions identified in the Blight Study, by providing adequate street layout, utilities, parking, streetscape, and other site improvements and removing any unsafe and unsanitary conditions;

2. To encourage the orderly development of land within the Redevelopment Area to maximize the public benefit from private investment;

3. To expand the tax base of the City by encouraging private investment in the Redevelopment Area;

4. To increase the employment opportunities for the City's residents by investing in public improvements that encourage and support commercial operations;

5. To enhance the public health, safety, and welfare of the community by eliminating potential problems with congestion of public roads, pedestrian traffic, and inadequate utility and other infrastructure conditions as they exist or may exist;

6. To construct and/or improve roads, trafficways, sidewalks, and traffic signalization within, and beyond, the Redevelopment Area to provide efficient traffic patterns to, from, and within the Redevelopment Area;

7. To construct utility infrastructure to, from, and within the Redevelopment Area;

8. To construct paved parking and associated lighting within the Redevelopment Area to allow ease of access by persons in motor vehicles; and

9. To clear, grade, and pave the Redevelopment Area, and construct the Redevelopment Project which include construction of various commercial uses, including without limitation, office, general commercial, institutional and retail with estimated building area of approximately 243,895 square feet of gross leaseable area, generally as shown on the Preliminary Site Plan attached as Exhibit 4 or as shown on a final site plan approved by the City.

10. To implement the City's Comprehensive Plan for the Redevelopment Area.

VI. DEVELOPER

The Developer is located in Overland Park, Kansas. The sole owner of Developer has developed numerous residential, retail, restaurant, and office properties. The sole owner of Developer has significant education and experience in all aspects of the development industry.

Area from the perimeter of the Redevelopment Area and to minimize concentrations of activity that may result in noise, litter, or other offensive side effects.

3. Storm Water. All City requirements regarding storm water will be met in order to ensure the most efficient possible use of the drainage system surrounding the Redevelopment Area.

4. Schedule of Development. The construction of the Redevelopment Project has previously commenced and will continue promptly following the approval of this Plan and the Redevelopment Project and the issuance of Obligations or the closing of the Private Loans necessary to finance Redevelopment Project Costs and the finalization of a development agreement. The construction period for the Redevelopment Project is estimated to be approximately three (3) years from the date Ordinance No. 2982 was adopted by the Board of Aldermen on March 19, 2007, by which the City approved the original Redevelopment Plan. Developer intends to continue construction of the Redevelopment Project in accordance with the development schedule attached hereto as Exhibit 5.

5. General Land Use. The Redevelopment Area has been rezoned to allow for the development of the Redevelopment Project. The Redevelopment Project shall be subject to the applicable provisions of the zoning ordinances of the City, as well as other applicable codes and ordinances. All requirements for landscaping, storm water detention, parking, lighting, and off-site traffic improvements that are imposed pursuant to the zoning process will automatically become part of the requirements of this Plan. All public improvements that are to be dedicated to the City or other governmental authority

shall comply with City or appropriate municipal street and road construction standards. The Plan conforms with the Comprehensive Plan as amended of the City as a whole.

D. Relocation Plan. If it becomes necessary to displace any person or entity, the Relocation Plan attached as Exhibit 13 will be applicable.

VIII. FINANCING PLAN

A. Projected Redevelopment Project Costs. The total aggregate principal amount of Redevelopment Project Costs for the Redevelopment Project is estimated to be $47,043,434 and is detailed in Exhibit 6. The aggregate principal amount of Reimbursable Project Costs for the Redevelopment Project is estimated to be $16,104,909. All cost projections are preliminary estimates and do not include Financing Costs, other costs of issuing Obligations or Private Loans, Debt Service on Obligations or Private Loans, administrative costs incurred or imposed by the City or the TIF Commission, and/or the cost or additional improvements required by the City all of which shall be considered a Reimbursable Project Costs under this Plan. Unless otherwise indicated all costs are stated in 2008 dollars.

B. Source of Funds (Including Type and Term of Source of Funds). It is anticipated that the Reimbursable Project Costs will be financed: (1) through the issuance of Obligations which may be issued in one or more series; (2) through the Developer utilizing cash resources and being reimbursed on a pay-as-you-go basis; and (3) through the Developer obtaining one or more Private Loans from a third-party lender; with all such forms of financing being repaid from Payments in Lieu of Taxes and Economic Activity Taxes to be generated from the Redevelopment Project, as well as Special District Sales Tax, all as summarized in more detail below. The balance of the Redevelopment Project Costs not otherwise funded from available Payments in Lieu of Taxes and Economic Activity Taxes and Special District Sales Tax will be funded by the Developer and its affiliates through private sources of funding, including private equity and/or debt.

The revenue which is necessary to pay Reimbursable Project Costs for the Redevelopment Project to make this Plan feasible will be derived from the available Payments in Lieu of Taxes and Economic Activity Taxes to be generated from the Redevelopment Project, as well as Special District Sales Tax. The foregoing revenue will be used to pay Debt Service incurred to finance such Reimbursable Project Costs or to pay Reimbursable Project Costs on a pay-as-you go basis. Additional revenue sources may be necessary in order to pay such Debt Service until the Redevelopment Project is fully completed, and amounts paid by any party to meet any deficiency in such Debt Service incurred will be Reimbursable Project Costs. Such additional revenue sources may include Developer's funds. It is anticipated that available Payments in Lieu of Taxes and Economic Activity Taxes generated by the completed Redevelopment Project and the Special District Sales Tax will be more than sufficient to fully pay all Reimbursable Project Costs for the Redevelopment Project and any such Debt Service necessary to finance the same. Projected Debt Service schedules for the issuance of Obligations or Private Loans to finance the Reimbursable Project Costs of the Redevelopment Project is attached as Exhibit 7. This schedule illustrates that the Obligations or Private Loans for both Redevelopment Project will likely be repaid as early as 2031 using the Economic Activity Taxes and the available Payments in Lieu of Taxes from the revenues generated from the Redevelopment Project and the Special District Sales Tax.

To the extent allowed by the Act and other applicable law, the City will pledge or otherwise utilize the available Payments in Lieu of Taxes subject to annual appropriation, and the Economic Activity Taxes generated by the private development within the Redevelopment

Area to repay the Obligations and/or Private Loans including any Debt Service thereon, and Reimbursable Project Costs financed on a pay-as-you-go basis. To the extent allowed by Missouri law and other applicable law, it is further anticipated that the Special District will pledge or otherwise utilize Special District Sales Tax to repay that portion of the obligations and/or private loans, including any Debt Service thereon, and Reimbursable Project Costs financed on a pay-as-you-go basis that is related to the Special District Project. Whether financed with Obligations or Private Loans, repayment of the Reimbursable Project Costs of the Redevelopment Project will be marketed and/or underwritten based substantially on the available Payments in Lieu of Taxes and Economic Activity Taxes generated by the Redevelopment Project available under this Plan, as well as the Special District Sales Tax.

C. Evidence of Commitments to Finance. Written commitments to underwrite the sale of Obligations for Reimbursable Project Costs of the Redevelopment Project is attached as Exhibit 8. At present, Developer has previously obtained financing from private lenders to finance a portion of the Redevelopment Project Costs and such funds are presently being used for ongoing construction of the Project. Such commitment is conditioned on the adoption of this Plan and the use of Payments in Lieu of Taxes and Economic Activity Taxes derived from the Redevelopment Project, as well as the Special District Sales Tax to retire the Obligations and/or Private Loans and to pay such Reimbursable Project Costs.

D. Issuance, Type, and Term of Obligations .Obligations may be issued by an issuer acceptable to the City and Developer, pursuant to this Plan, on terms and at an interest rate determined by market conditions at the time of issuance. The proceeds of the Obligations will be used to finance Reimbursable Project Costs incurred, or to be incurred. Obligations may be sold in one or more series in order to implement this Plan. Each Obligation must be retired not later than twenty-three (23) years after the adoption of tax increment financing for the Redevelopment Project from which the Payments in Lieu of Taxes and Economic Activity Taxes are used to retire such Obligations. Adoption of the tax increment financing for the Redevelopment Project may be delayed (but in no event longer than ten (10) years from approval of the Plan) and that Obligations and/or Private Loans corresponding to any such Redevelopment Project will be retired no later than twenty-three (23) years after the adoption of tax increment financing for each such Redevelopment Project. With this structure in mind, it is anticipated that the last Obligations and/or Private Loans will be retired in year 2031 as illustrated on Exhibit 7.

E. Pay-As-You-Go Financing. In the event the Developer makes a cash investment by itself or together with one or more joint venture partners to finance all or any portion of the Reimbursable Project Costs of the Redevelopment Project or pays special assessments imposed to finance any portion of the Reimbursable Project Costs, the City shall reimburse the Developer from the Special Allocation Fund established for the Redevelopment Project as funds are available in the Special Allocation Fund in accordance with Article IX of this Plan, and upon the presentation by the Developer to the City of a certificate from an architect, engineer, or other appropriate party certifying that Reimbursable Project Costs have been incurred by the Developer, a written request of the Developer for reimbursement of the same and execution of a development agreement with respect to such costs and reimbursement thereof.

F. Projected Payments in Lieu of Taxes and Economic Activity Taxes. The total aggregate projected Payments in Lieu of Taxes and Economic Activity Taxes for the Redevelopment Project Area during the life of the Plan are $10,087,518 and $13,934,944 respectively. These projections are set forth in Exhibit 9.

1. Payments in Lieu of Taxes. Calculation of anticipated Payments in Lieu of Taxes are based on current and projected future real property assessed valuations and utilize the conservative assumption that property tax levy rates will remain the same as currently in effect. These calculations are subject to change due to many factors, including statewide reassessment, the effects of real property classification for real property tax purposes and the rollback in tax levies resulting from reassessment or reclassification.

(a) Equalized Assessed Valuations. According to the records of the County Assessor, the Total Initial Equalized Assessed Value of the Redevelopment Area at the time the original Plan was prepared, for which tax increment financing is to be adopted, is approximately $170,680 for the total 34.5 acres. The ad valorem tax levy rate in the Redevelopment Area at the time the original Plan was prepared was $6.7539 per $100.00 of assessed valuation.

(b) Anticipated Assessed Valuation. Upon completion of the Redevelopment Project, the assessed value of the Redevelopment Project Area is anticipated to be $6,868,000. When all Obligations issued, and expected to be issued, have been retired and all Reimbursable Project Costs incurred, and expected to be incurred, have been paid and this Plan is terminated (which is anticipated to occur in 2031), it is estimated that the Redevelopment Area will annually yield an estimated $570,264 in additional ad valorem real property taxes.

2. Economic Activity Taxes. Economic Activity Taxes to be generated in the Redevelopment Area consist of sales taxes and utility taxes.

(a) Current Sales and Sales Tax Rates. There was no sales tax generated in the Redevelopment Area in 2005-2006 though it is anticipated that the Redevelopment Area will include two (2) relocated tenants with an existing sales base of $13 million. The current local sales tax rate for the Taxing Districts is 2.75% for retail sales; however, a proposed Special District will include part of the Redevelopment Area and is expected to levy a not less than .5% and up to 1% Special District Sales Tax on the anchor tenant and another Special District will include the rest of the Redevelopment Area and will improve a Special District Tax of 1% on the rest of the Redevelopment Area.

(b) Current Utility Taxes and Utility Tax Rate. There were no utility taxes paid in the Redevelopment Area in 2005-2006.

(c) Anticipated Sales Taxes and Utility Taxes. Upon termination of tax increment financing for the Redevelopment Area, which is anticipated to occur as soon as year 2031, it is projected that: (1) total annual sales subject to local sales tax in the Redevelopment Area will be approximately $124,901,151; and (2) sales in the Redevelopment Area will annually yield an estimated $904,061 in additional sales tax revenue with respect to the combined City component, and approximately $847,926 with respect to the County component, and $657,499 with respect to the Special District component.

G. Projected Special District Sales Tax. The total aggregate projected Special District Sales Tax for the Special District through the year 2031 is approximately $9,228,231. These projections and the specific assumptions made to determine such projections are set forth in Exhibit 11. In addition, the projected Special District Sales Tax total of $9,228,231 may be significantly increased as a result of a pending agreement to increase the rate of sales tax to be imposed upon a portion of the Redevelopment Project Area.

H. Special Allocation Fund. The City Treasurer shall establish and maintain a Special Allocation Fund for each Redevelopment Project under this Plan, as necessary, which shall contain two (2) separate, segregated accounts known as the PILOT Account and the Economic Activity Account. Payments in Lieu of Taxes shall be deposited into the PILOT Account and Economic Activity Taxes shall be deposited into the Economic Activity Account of the Special Allocation Fund. Payments in Lieu of Taxes and, subject to annual appropriation, Economic Activity Taxes so deposited in the Special Allocation Fund and any interest earned on such deposits will be used for and are pledged for the payment of Reimbursable Project Costs of the Redevelopment Project for which such Special Allocation Fund was established, including the Debt Service on such Reimbursable Project Costs, and after payment thereof in full, for distribution to the Taxing Districts, in the manner set forth in the Act and this Plan.

IX. DISBURSEMENTS FROM SPECIAL ALLOCATION FUND

All disbursements from the Special Allocation Fund established for the Redevelopment Project will be made by the City Treasurer out of the PILOT Account and the Economic Activity Account maintained within such Special Allocation Fund. Disbursements from the Special Allocation Fund shall be made by the City Treasurer in the manner required by a development agreement between the City and the Developer, an agreement with an issuer of obligations, and/or the Act.

X. PROCEDURES FOR PAYMENTS TO THE SPECIAL ALLOCATION FUND

A. Payments in Lieu of Taxes. Following the adoption of tax increment financing for the Redevelopment Project Area, for as long as such Redevelopment Project Area is subject to tax increment financing, the County Assessor shall determine the then current equalized assessed value of such Redevelopment Project Area without regard to tax increment financing. The County Collector shall collect sums due from real property within the Redevelopment Project Area in accordance with the then current equalized assessed valuation and tax levies in effect for each year. The amount collected which represents Payments in Lieu of Taxes shall be paid by the County Collector within thirty (30) days after collection to the City Treasurer who shall immediately deposit the amount paid into the PILOT Account within the Special Allocation Fund for the Redevelopment Area, to be utilized and expended in accordance with the Act and this Plan.

B. Economic Activity Taxes. Following the adoption of tax increment financing for the Redevelopment Project Area, for as long as such Redevelopment Project Area is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Special Allocation Fund for such Redevelopment Project Area in accordance with the following procedures:

1. Documentation of Economic Activity Taxes by Taxpayers. No less frequently than semi-annually, the Developer will ensure that each taxpayer within the Redevelopment Project Area, or its agent or representative, presents to the City documentation of the type and amount of all Economic Activity Taxes paid. The documentation presented must clearly establish the type and amount of taxes paid and transactions which occurred which generated Economic Activity Taxes and may include actual tax returns, original sales records, or similar specific business records of the taxpayer. The reference to "taxpayer" in this paragraph includes property owners and tenants in each Redevelopment Project Area for which tax inclement financing has been adopted.

2. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants, and counsel when appropriate, shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due.

3. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District to the governing body of each such Taxing District. Each Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

4. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and this Plan.

XI. COST BENEFIT ANALYSIS

In accordance with Section 99.810 R.S.Mo., this Plan includes a cost benefit analysis addressing: (1) the impact the Redevelopment Project if built with the benefit of tax increment financing and if not built; and (2) the impact the Redevelopment Project will have on every affected Taxing District and providing sufficient information to indicate whether the Plan is financially feasible.

A. Built with TIF versus Not Built and Economic Impact of the Redevelopment Plan.Attached to the Plan as Exhibit 12 is a copy of a Costs Benefit Analysis prepared by the Developer addressing the impact of the Redevelopment Project if built with the benefit of tax increment financing versus the scenario where the Redevelopment Project is not built. The analysis clearly indicates a positive impact under these comparative circumstances. Also, attached to this Plan as Exhibit 10 and Exhibit 11 is a summary of the revenue not captured by tax increment financing under this Plan (the "Non – TIF Revenues") and a summary of the Direct Tax Impact to each affected Taxing District that is located in the Redevelopment Project Areas. As set out in Exhibit 10, the Non – TIF Revenues anticipated to be generated by the Redevelopment Project over the life of the Plan is approximately $22,916,819; the affected Taxing Districts should also receive surplus Payments in Lieu of Taxes and Economic Activity Taxes from the Redevelopment Project currently estimated at $15,521,930. Additional data set out in the Cost Benefit Analysis exhibit that the Plan and the Redevelopment Project have a very positive impact on the region as well as through job creation and other factors.

B. Feasibility of the Plan and the Redevelopment Project.

This Plan is financially feasible from both a public and private finance perspective. Utilizing the assumptions in this Plan, it appears that the revenue sources projected to result from the Redevelopment Project under this Plan are sufficient to pay Reimbursable Project Costs. Please refer to Debt Service Schedules attached to this Plan as Exhibit 7. The Finance Commitment attached as Exhibit 8 further demonstrate the viability of the Project.

XII. PROVISIONS FOR AMENDING THE TAX INCREMENT FINANCING PLAN

This Plan may be amended only pursuant to the provisions of the Act.

XIII. TERMINATION OF TAX INCREMENT FINANCING

Tax increment financing for each of the Redevelopment Project and Redevelopment Area shall remain in effect for a period of twenty-three (23) years from the date of the Ordinance approving each Redevelopment Project and adopting tax increment financing for the Redevelopment Area, except that tax increment financing may be terminated earlier by

Ordinance in the event all Obligations and Private Loans issued, and expected to be issued, have been retired and all Reimbursable Project Costs incurred, and expected to be incurred, have been reimbursed for the Redevelopment Project. Tax increment financing may be adopted for the Redevelopment Area after approval of this Plan. If this occurs, tax increment financing for the Redevelopment Project will terminate not more than twenty-three (23) years from the adoption of the Ordinance adopting tax increment financing for the Redevelopment Project.

Tax increment financing shall be terminated for the Redevelopment Area by the adoption of an Ordinance of the Board of Aldermen which terminates the designation of the Redevelopment Area under the Act or by any other method authorized by the Act.

EXHIBIT 1

LEGAL DESCRIPTION FOR THE REDEVELOPMENT AREA

SEE ATTACHED

LEGAL DESCRIPTION FOR THE REDEVELOPMENT AREA &
REDEVELOPMENT PROJECT AREA

A06D2788
OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMECNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N 88°10'49" W ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 32°31'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH COMMERCIAL STREET;

THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.00 FEET;

THENCE S 43°19'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.23 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF S 04°54'01" E AND A CHORD DISTANCE OF 339.82 FEET, AN ARC LENGTH OF 339.97 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH LINE, A DISTANCE OF 176.34 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE S 01°31'54" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 132.11 FEET TO A POINT ON THE NORTH LINE OF A 16 FOOT RIGHT-OF-WAY TO THE CITY OF HARRISONVILLE AS DESCRIBED IN BOOK 255, PAGE 418 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;

THENCE N 05°55'22" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1076.24 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1617, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;
THENCE N 06°35'12" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 88°24'03" E ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 92.60 FEET;
THENCE S 45°13'01" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 55.00 FEET;
THENCE S 86°38'53" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 54.56 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.45 FEET;
THENCE N 87°22'20" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 320.90 FEET;
THENCE N 01°39'41" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 56.96 FEET TO THE POINT OF BEGINNING.
CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

EXHIBIT 2

BLIGHT STUDY

SEE ATTACHED

BLIGHT ANALYSIS
CITY OF HARRISONVILLE, MISSOURI

PREPARED FOR:
SIMMONS INVESTMENTS, INC.
C/O SPENCER FANE BRITT & BROWNE LLP
1000 WALNUT STREET, SUITE 1400
KANSAS CITY, MISSOURI 64106-2140

PREPARED BY:
MARKETING AND DEVELOPMENT ASSOCIATES
EMC MARKETING LLC
317 FOURTH STREET SOUTH, SUITE 198
LA CROSSE, WISCONSIN 54601
PHONE (507) 643-6982
DIRECT LINE (602) 793-0327
FAX (507) 643-5115

MDA – DEVELOPMENT CONSULTANTS
EMC MARKETING LLC

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. We have made personal inspections of the property that is the subject of this report on May 19, 2006 and June 15, 2006.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.

Sincerely,

Dale Froh
MDA – Development Consultants

Morgan Nederhiser
EMC Marketing LLC

WA 860758.3

Limiting Conditions

The reported analyses, opinions, and conclusions contained herein are limited only by the reported assumptions and limiting conditions and are MDA/EMC's unbiased professional analyses, opinions, and conclusions.

Information provided and utilized by various secondary sources is assumed to be accurate. MDA/EMC cannot guarantee information obtained from secondary sources. Such information and the results of its application within this analysis are subject to change without notice.

The nature of real estate development is an unpredictable and often tumultuous. The natural course of residential development is difficult to predict and forecast. MDA/EMC deems our projections as reasonable considering the existing market and various obtained information. It should be economies could have substantial effects on the particular findings and recommendations contained within this document.

BLIGHT STUDY

HARRISONVILLE MARKET PLACE
TAX INCREMENT FINANCING PLAN

I. INTRODUCTION

A. Purpose

This report discusses those existing conditions that qualify the proposed Harrisonville Market Place Tax Increment Financing Plan Redevelopment Area (the "Redevelopment Area") as a "blighted area" as defined under Section 99.805(1) of the Revised Statutes of Missouri ("RSMo"). That section provides that "blighted area" shall mean:

> "Blighted area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

Research was conducted to ascertain the absence or presence of the conditions noted above in relation to the proposed Redevelopment Area. That research is summarized in the following sections of this report. The report concludes with the finding that the proposed Redevelopment Area does meet the statutory requirements to be declared a "blighted area" under the provisions of Section 99.805(1), RSMo.

B. Project Description

Harrisonville Market Place, is generally located on 34.5 acres of land located East of Highway 71 at the Highway 2/Highway 7 exit and is bordered by Westchester Avenue on the West side, Highway 7 on the North side, Commercial Street on the East side and

Sam Street Frontage Road on the South side as shown in Figure 1 (the "Redevelopment Area"). Pursuant to the Plan, the Redevelopment Area will be developed in one Redevelopment Project Area. Simmons Investments, Inc. will be the Developer of the Redevelopment Project.

The Redevelopment Project allows for the development of approximately 34.5 acres into a 60 key hotel and retail shopping facility comprised of approximately 243,895 square feet of gross leaseable retail area, adequate parking for the facility, and the construction of related necessary public improvements such as sidewalks, and other necessary utility infrastructure. The specific uses of the facilities within each Redevelopment Project may change, but will still generally consist of a retail/commercial use development.

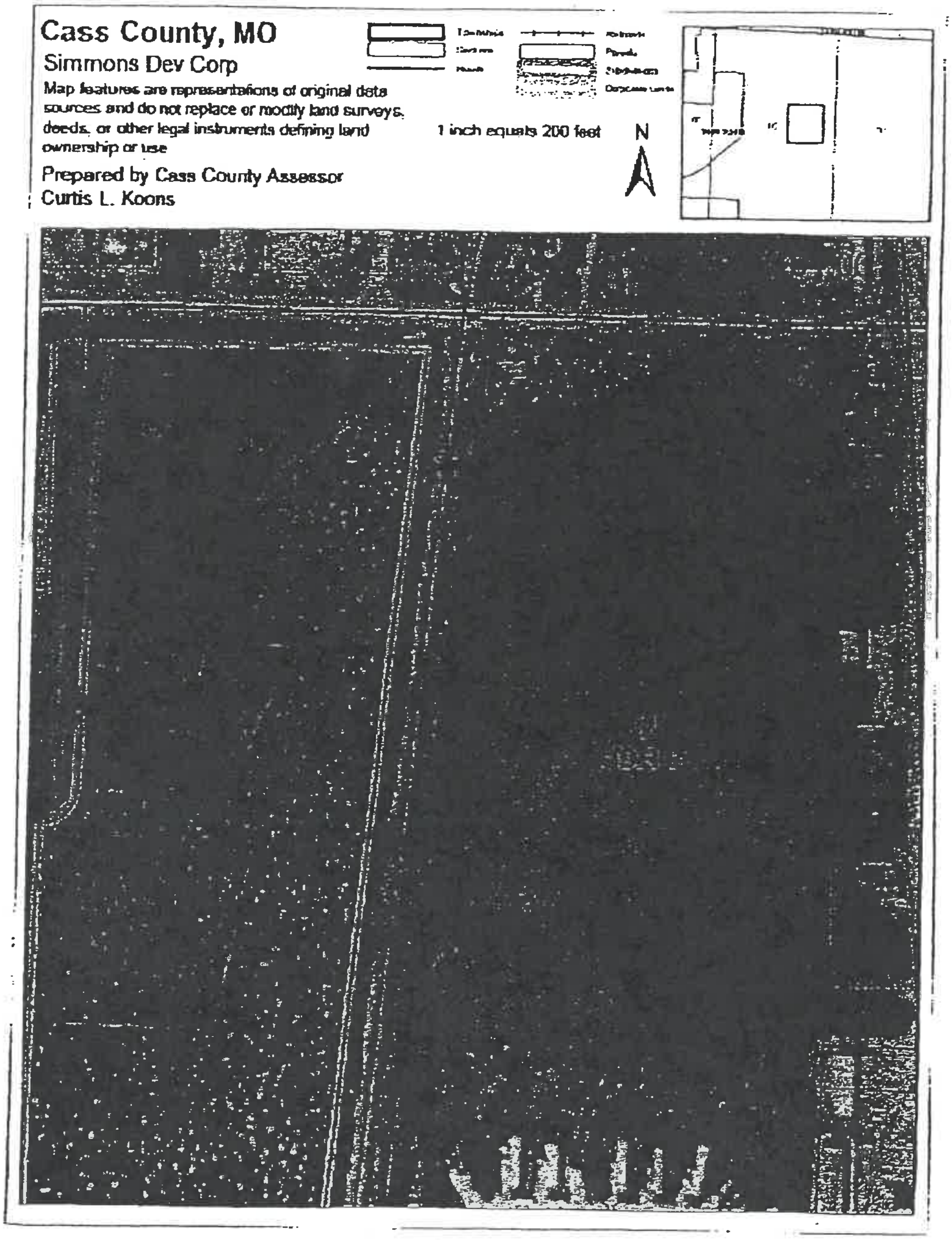
II. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

This section examines a number of general factors impacting the proposed Redevelopment Area along with factors indicating the evidence of blight.

A. Location.

The proposed Redevelopment Area consists of approximately 34.5 acres of land located East of Highway 71 at the Highway 2/Highway 7 exit and is bordered by Westchester Avenue on the West side, Highway 7 on the North side, Commercial Street on the East side and Sam Street Frontage Road on the South side (*see* Figure 1).

Figure 1, Arial Photo/ Redevelopment Area



B. Existing Land Use.

The existing land use within the Redevelopment Area is primarily vacant though some retail and residential uses exist on its outer boundaries (*see* Figures 2, 3, and 4). The area surrounding the Redevelopment Area is substantially retail, commercial or vacant in nature (*see* Figures 5, 6, and 7).

C. Topography

The topographic of the Redevelopment Area is primarily flat though some of the Redevelopment Area will need to be cut, filled, and graded to create developable building sites. In addition, the subject property is located in a potential 100 year flood plain. (*see* Figure 8).

D. Zoning

The existing zoning of the site is "A" Agricultural and "C2" Service Business. (*see* Figure 9 for a zoning map).

E. Utilities

All utilities are available at the edge of the Redevelopment Area including water, sewers, natural gas, telephone, and electricity.

F. Existing Improvements

The site improvements within the Redevelopment Area are deteriorated and include: a functionally obsolete restaurant, commonly known as Von's Restaurant, a used car lot, and two abandoned buildings, and a gravel parking lot (*see* Figures 2, 3, and 4). The rest of the Redevelopment Area is vacant. The existing site improvements within the Redevelopment Area are deteriorated due to inadequate streets and utilities, existing physical conditions, and market conditions.

G. Ownership

Current ownership of the Redevelopment Area rests with the developer.

Figure 2, Existing Land Use, Used Car Sales Lot

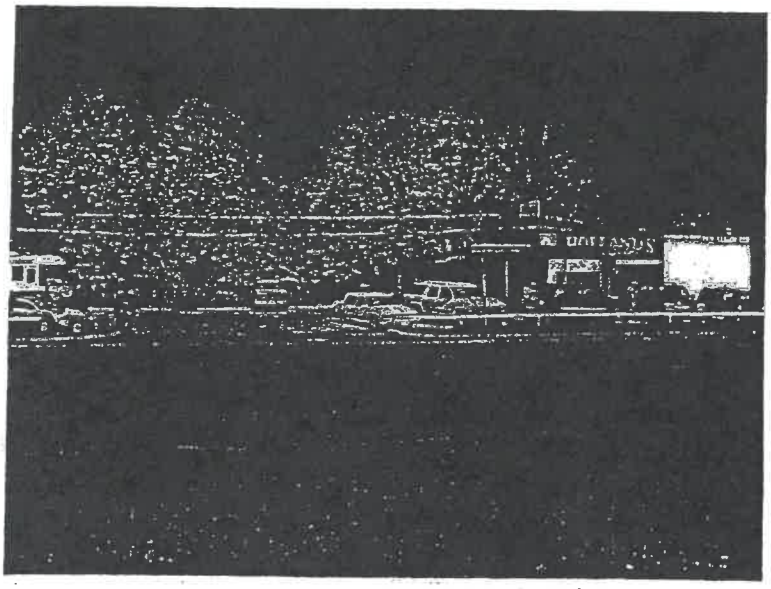


Figure 3, Existing Land Use Vacant Lot

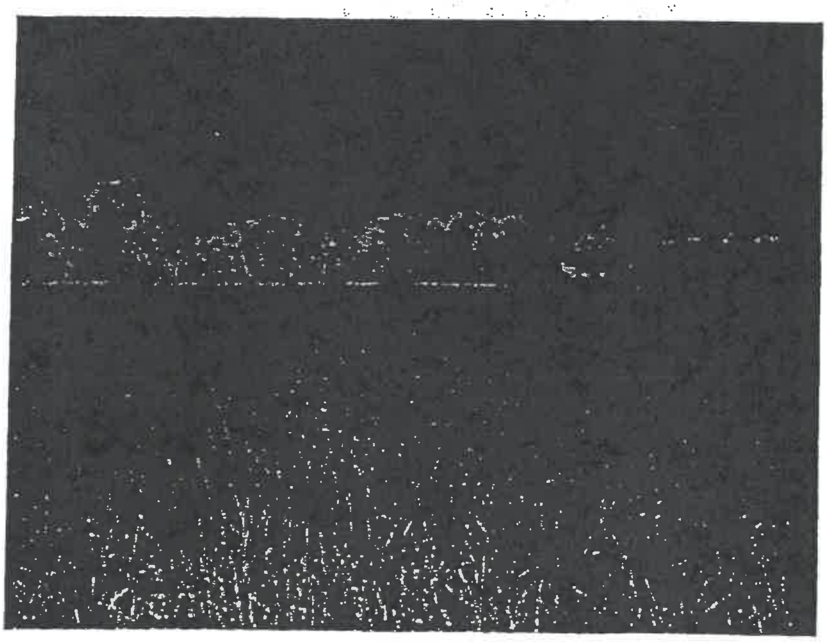


Figure 4, Existing Land Use, Parking Lot

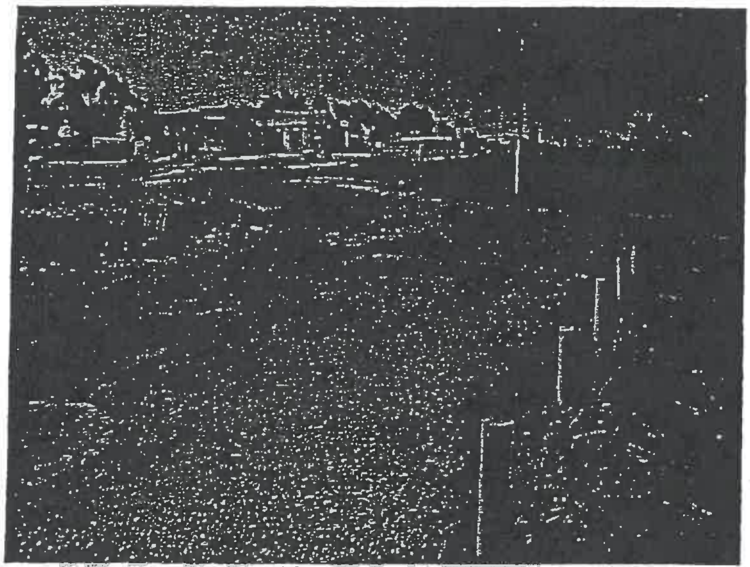


Figure 5, Surrounding Land Use, Abandoned Restaurant

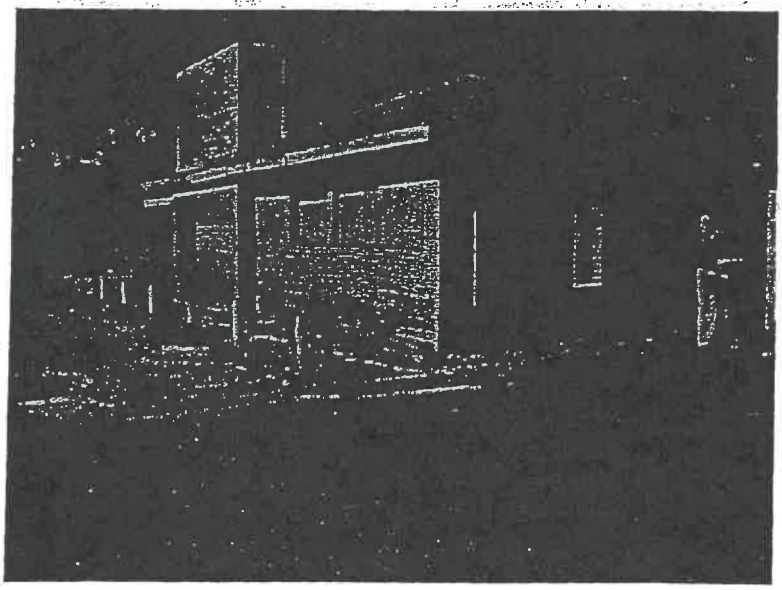


Figure 6, Surrounding Land Use

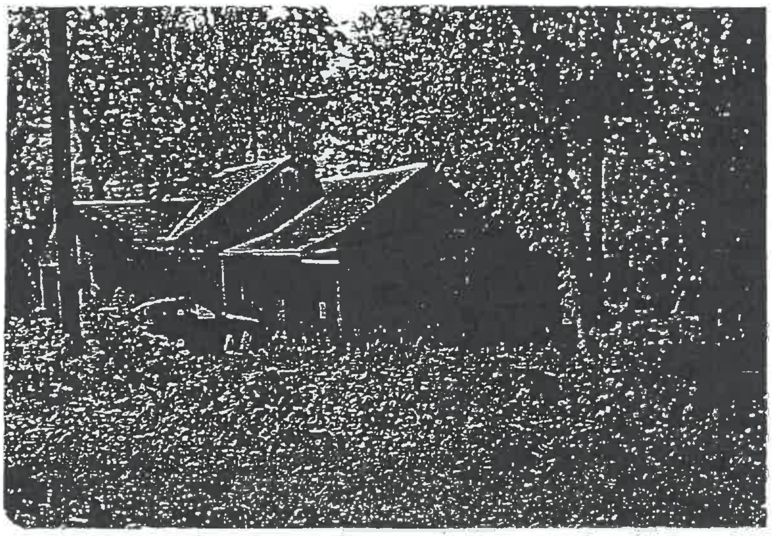


Figure 7, Surrounding Land Use

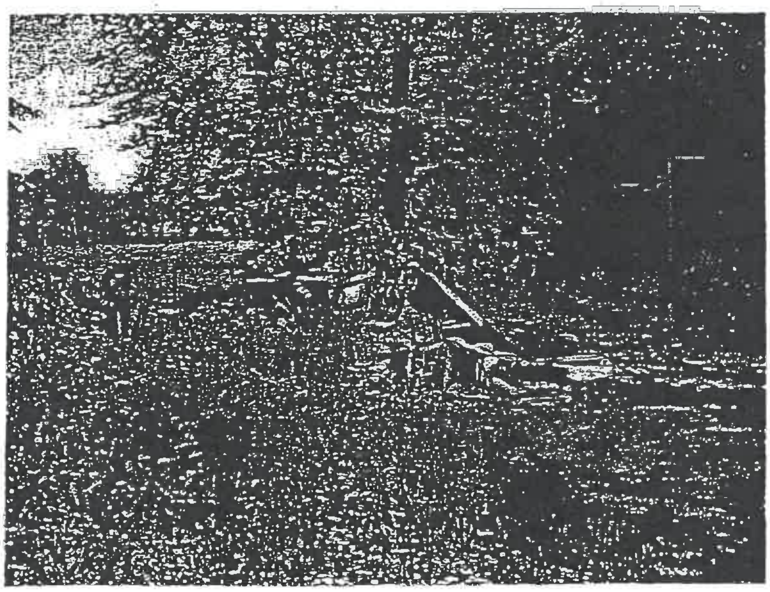


Figure 8, Existing Topography

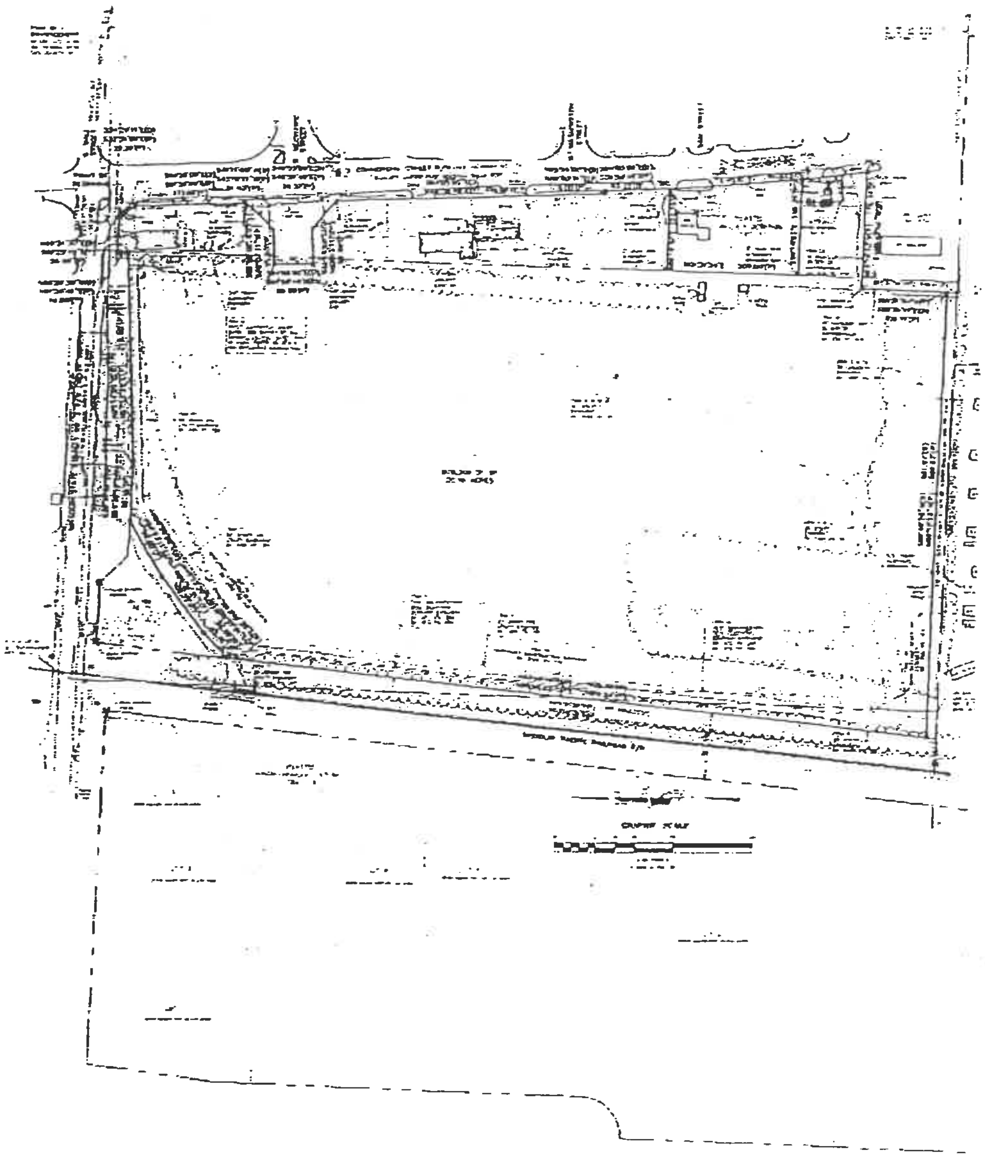
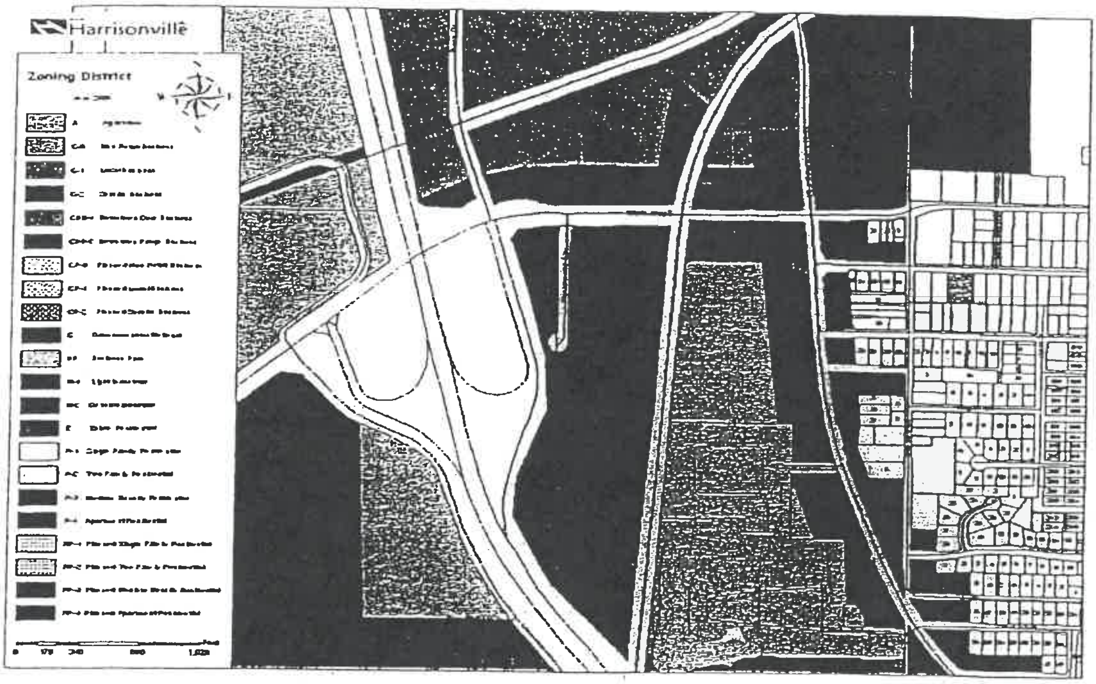


Figure 9, Zoning Map



III. EVIDENCE OF BLIGHT

The following conditions exist in the Redevelopment Area and meet the statutory definitions to support a finding that the Redevelopment Area is blighted.

A. Defective or Inadequate Street Layout.

The Redevelopment Area has a defective and inadequate street layout because corridor access points are inadequate, connectivity issues exist, and delivery access is inadequate. The above mentioned conditions lend themselves to a finding of defective or inadequate street layout.

Corridor access points are inadequate because the Redevelopment Area does not have adequate right-in/right-out access in that the bordering roads have no turn lanes, narrow gravel shoulders, and narrow right-in/right-outs (see Figures 10 and 11). The condition of the corridor access points impact the adequacy of the street layout.

The Redevelopment Area has connectivity issues between the east and west sides of the property because a railroad track divides the property from the north to the south, therefore the property cannot be accessed from the east to the west side of the property (see Figure 8). Furthermore no paved surfaces transverse the Redevelopment Area. The connectivity of the Redevelopment Area impact the adequacy of the street layout.

Delivery access to the Redevelopment Area is inadequate. The side entrances are constricted and drive surfaces are a mixture of deteriorated pavement, gravel, and grass. The inadequate delivery access impacts the quality of street layout within the Redevelopment Area (see Figures 12 & 13).

These conditions warrant a finding that a defective and inadequate street layout exists within the Redevelopment Area.

Figure 10, Defective Street Layout, Inadequate Deceleration Lane

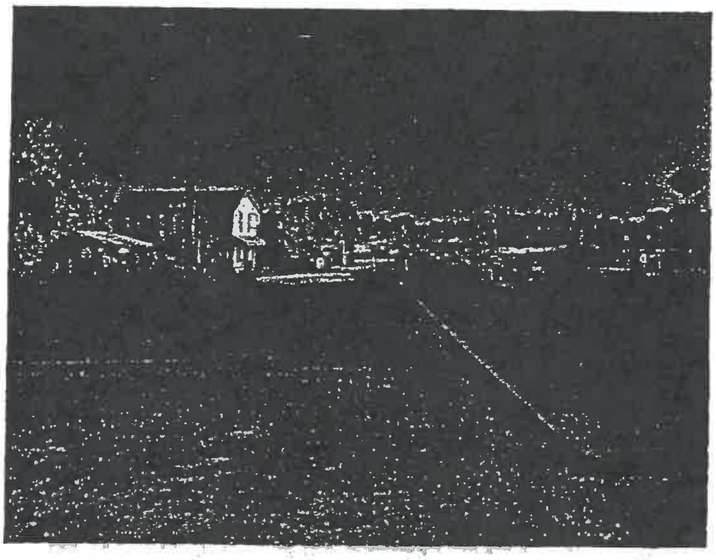


Figure 11, Defective Street Layout, Inadequate Deceleration Lane

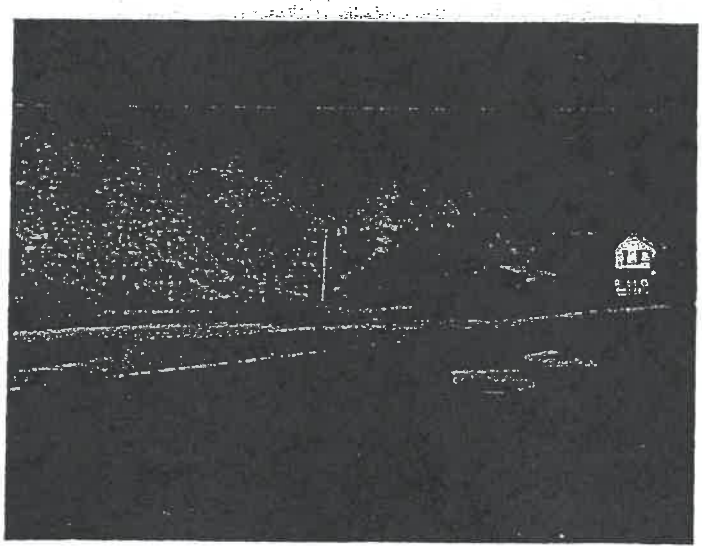


Figure 12, Defective Street Layout, Inadequate Access Behind Used Car Lot

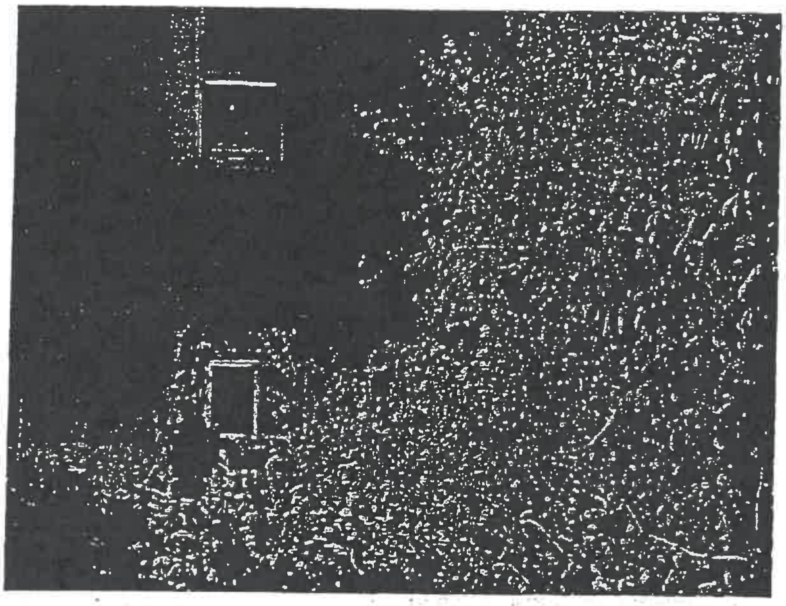
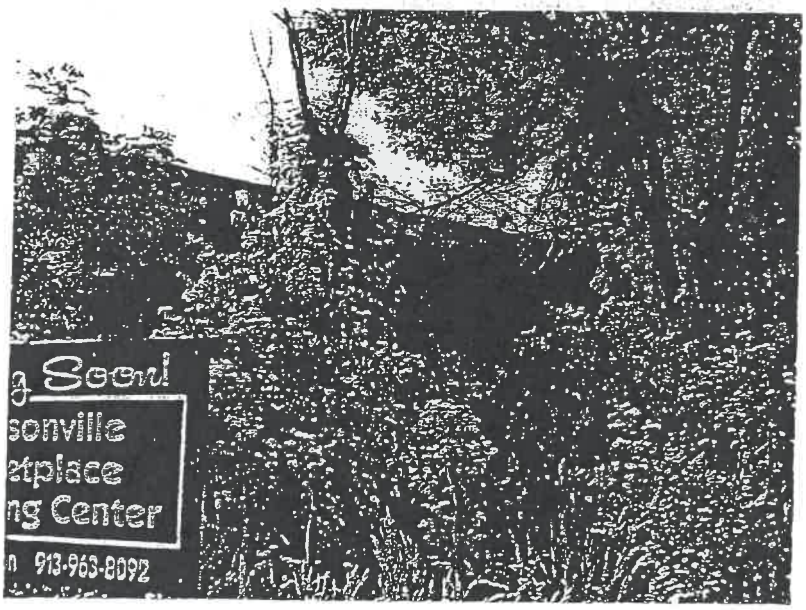


Figure 13, Defective Street Layout, Inadequate Access Behind Used Car Lot



B. Unsanitary or Unsafe Conditions.

The project site has numerous liabilities that justify a finding of unsanitary and unsafe conditions. These conditions include unguarded railroad tracks, no lighting behind the improvements, dumping, no street lighting, defective street layout, inadequate turn lanes, lack of sidewalks, and potential fire hazards.

The project area is unsafe because the back side of it has inadequate street lighting. The lack of street lighting is unsafe for a number of reasons. A dark hidden area, such as behind the used car sales lot, enhance the risk of criminal behavior (*see* Figure 13). Not only is this type of behavior something Harrisonville does not want to invite, but innocent individuals visiting the area can fall victim to such circumstances.

The back of this lot is in a state of disrepair and contains trash and debris (*see* Figures 14 & 15). It is obvious the lack of activity has led to on-sight dumping. In addition, there is thick brush along the back side of the buildings, which could be a fire hazard.

The drainage in the area is poor. The property is surrounded by open ditches, piles of fill, and the parking lots contain deteriorated curbs that retain standing water, trash, and debris which are conducive to the breeding of vermin and vectors capable of the spread of disease (*see* Figures 16 and 17).

The lack of deceleration lanes, mentioned in subsection 1 above, creates a dangerous situation for vehicles to ingress and egress the area (*see* Figures 10 and 11 above).

The walking surfaces within the Redevelopment Area are in a state of disrepair. Uneven rutted gravel parking lots and deteriorated surfaces create a tripping hazard that presents risk to people walking on the site (*see* Figures 18 & 19).

Figure 16, Unsanitary or Unsafe Conditions Open Ditches

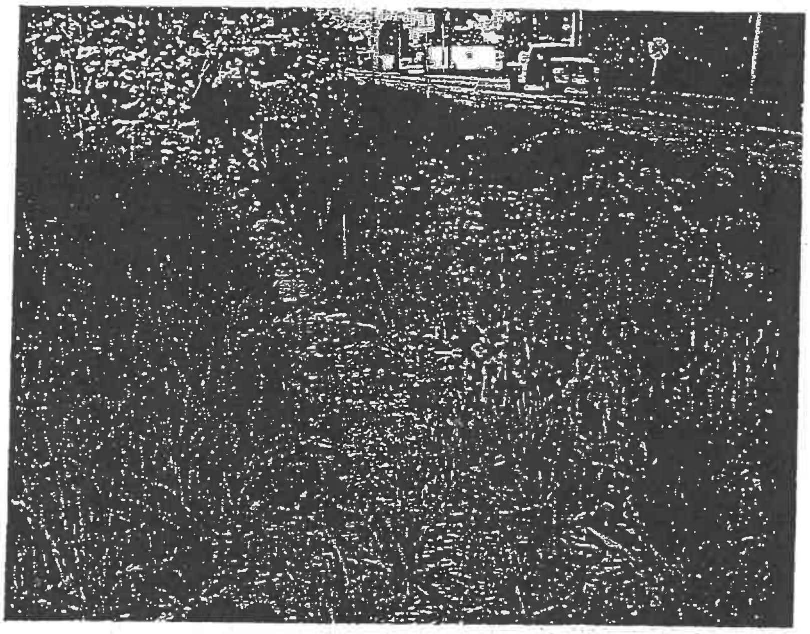


Figure 17, Unsanitary or Unsafe Conditions Deteriorated Culvert

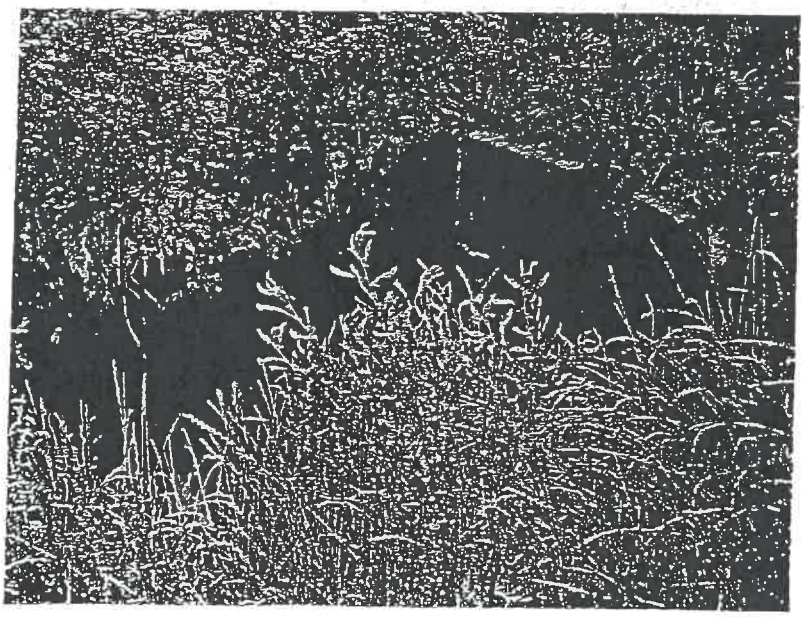


Figure 18, Unsanitary or Unsafe Conditions Rutted Gravel Parking Lot

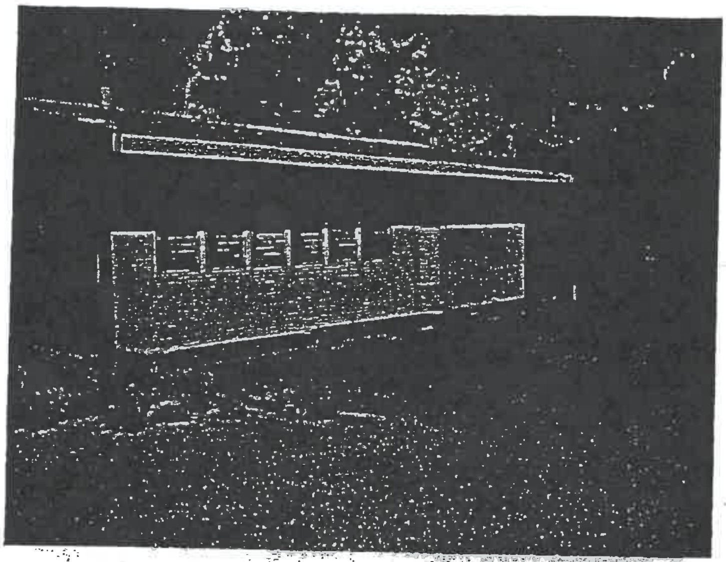
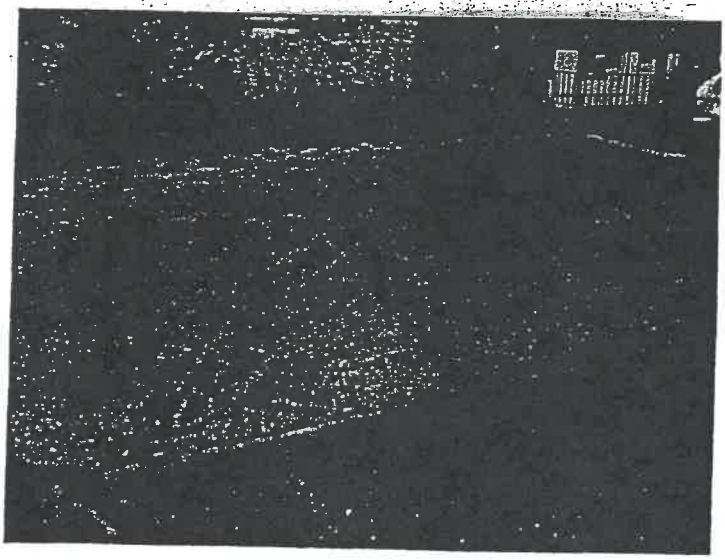


Figure 19, Unsanitary or Unsafe Conditions Deteriorated Walking Surfaces



E. Extraordinary Land Development Costs

Projected Redevelopment Project Costs
Harrisonville Market Place

Tax Increment Financing Plan

LAND ACQUISITION:	**$ 2,781,396**
BUILDING CONSTRUCTION:	**$ 32,111,525**
INFRASTRUCTURE COST:	**$ 5,263,364**
SOFT COSTS:	**$ 836,336**
TOTAL:	**$40,992,621**

The extreme costs associated with redevelopment of the site retards future development and justify the finding of an economic liability.

The existing site improvements need to be demolished and rebuilt, the entire site needs to be re-graded to account for elevation differences impacting the connectivity of the property and a significant amount of environmental work needs to be done. The cost associated with these improvements are in excess of one million forty-nine thousand dollars ($1,049,000).

Another extraordinary land development cost is the cost associated with on site infrastructure development. The existing site is in a state that requires significant infrastructure construction in order to make it usable. The budget calls for three million five hundred thousand five hundred sixty four dollars ($3,500,564) worth of infrastructure construction.

Another extraordinary land development cost is the cost associated with the relocation of Highway 2. As part of the project a portion of Highway 2 will be relocated to accommodate the users. The budget calls for one million seven hundred ninety three thousand eight hundred dollars ($1,793,800) worth of highway relocation costs.

The extraordinary land development cost of seven million two hundred seventy two thousand seven hundred dollars ($7,272,700) for the Redevelopment Project, heavily impacted by grading, infrastructure and environmental remediation costs, justify the Redevelopment Area being designated as blighted.

F. Economic or Social Liability

The combination of the above factors creates an extraneous economic liability for the development of the Redevelopment Area. "The concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one." Tierney v. Planned Industrial Expansion Authority of Kansas City, 742 S.W.2d 146, 151 (Mo. banc 1987). If vacant land "no longer meets the economic and social needs of modern city life and progress," the land can be considered blighted. State ex. rel Atkinson v. Planned Industrial Expansion Authority, 517 S.W.2d 36 at 46 (Mo. banc 1975). Blight may also be found if the redevelopment of an area "could promote a higher level of economic activity, increased employment, and greater services to the public." Tierney, 742 S.W.2d at 151.

The existing improvements are run down and not fully utilized. Under its present underdeveloped condition, the Redevelopment Area annually generates $11,527 worth of tax revenue. When the Redevelopment Project is complete the Redevelopment Area will annually generate $1,401,141 with TIF in place.

The development of the Redevelopment Area will also generate significant employment opportunities for the area, including construction, retail, and service employees. It is estimated that the construction phase alone will create 263 new jobs, while the finished project will create 259 permanent new jobs. All of these economic benefits would be forgone without the use of tax increment financing because of the exceptional site improvement costs (See Exhibit 11 to the TIF Plan for the Cost Benefit Analysis further defining this information).

IV. CONCLUSIONS

This study has documented the existence within the Redevelopment Area of inadequate street layout, improper and obsolete subdivision and platting, insanitary and unsafe conditions, extraordinary development costs, and economic underutilization. Because of these conditions, the development of viable commercial properties are retarded and the Redevelopment Area constitutes a menace to the public health and safety in its present condition and use.

It is the conclusion of this study that the Redevelopment Area identified in the Harrisonville Market Place Tax Increment Financing Plan warrants a finding that the Redevelopment Area constitutes a "blighted area" as provided under Section 99.805(1), RSMo.

EXHIBIT 3

UPDATED DEVELOPER AFFIDAVIT

SEE ATTACHED

DEVELOPER AFFIDAVIT

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

COMES NOW, Jerry Simmons, and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of Harrisonville MP, LLC, a Missouri limited liability company, successor to Simmons Investments, Inc., a Kansas corporation.

2. I am the Chief Executive Officer of Simmons Investments, Inc., the sole member of Harrisonville MP, LLC, the developer of the public improvements proposed pursuant to the proposed Amended Harrisonville Market Place Tax Increment Financing Plan (the "Plan").

3. The Redevelopment Area as defined in the Plan on the whole (a) is a "blighted area" as that term is defined in the Plan, and (b) has not been subject to growth and development through investment by private enterprise, except for such redevelopment undertaken pursuant to the original Harrisonville Market Place Tax Increment Financing Plan (the "Original Plan").

4. Due to a) defective or inadequate street layout, b) improper subdivision or obsolete platting, c) unsanitary or unsafe conditions, d) extraordinary land development costs, and e) economic liability/underutilization within the Redevelopment Area, the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.

5. Harrisonville MP, LLC would not and could not be reasonably expected to develop the Redevelopment Area without the adoption of the Original Plan and would not and could not be reasonably expected to develop the additional projects and work set forth in the Plan without the adoption of the Plan.

6. The provisions of subdivision (1) of Mo. Rev. Stat. Section 99.810 have been met.

JESSICA RUTLAND
Notary Public
Commission # 08419679
Notary Seal
STATE OF MISSOURI
Jackson County, Commission Exp. 04-18-2012

Harrisonville MP, LLC,
a Missouri limited liability company

By: Simmons Investments, Inc.

By: [signature]
Name: Jerry D. Simmons
Title: Chief Executive Officer

Subscribed and sworn to before me, a Notary Public, to and for said County and State, this 5th day of December, 2008.

[signature]
Notary Public

JESSICA RUTLAND
Printed name

My commission expires:

4-18-12

2413519.01

EXHIBIT 4

PRELIMINARY SITE PLAN

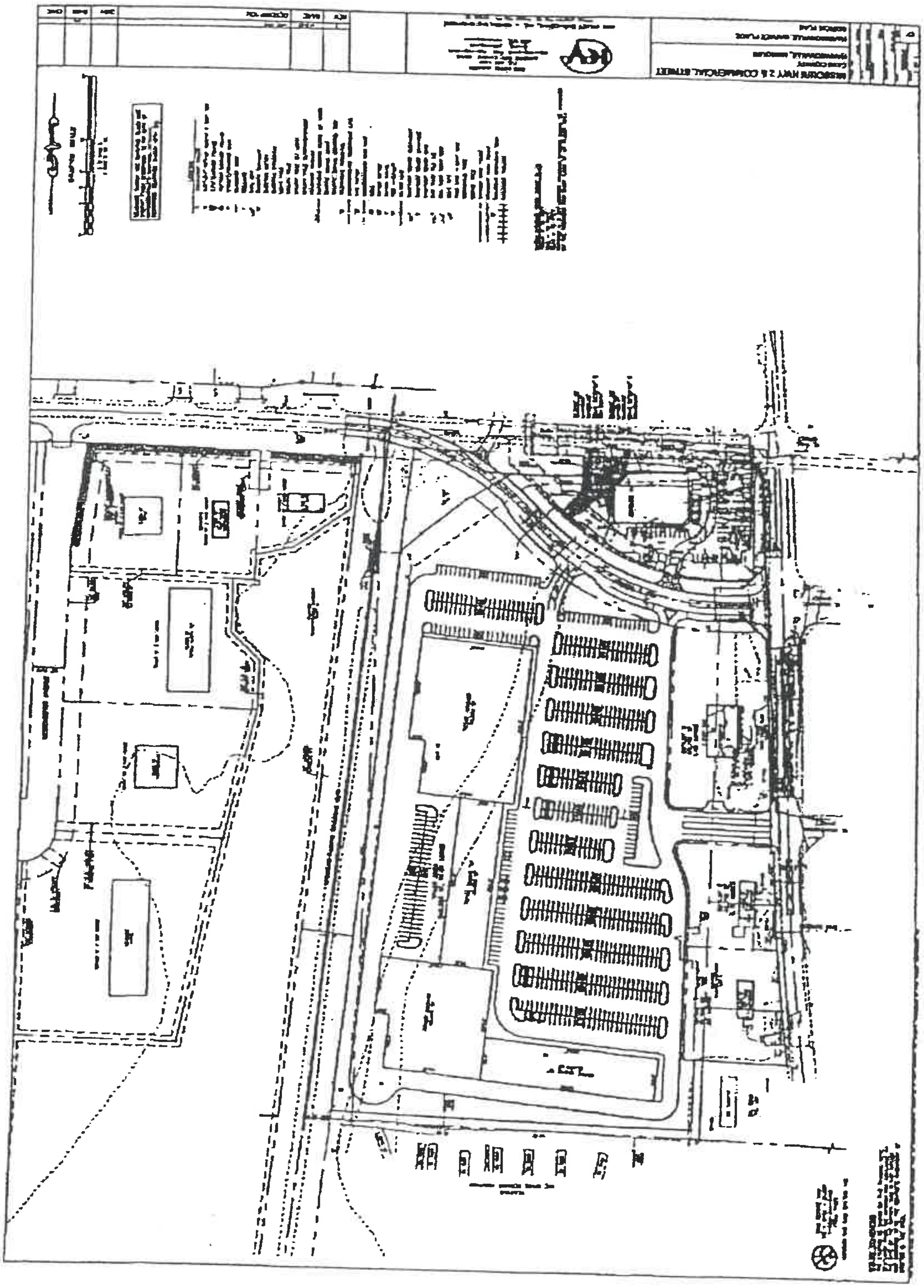


Exhibit 4 – Page 1

2413458.01

EXHIBIT 5

UPDATED DEVELOPMENT SCHEDULE

Begin Construction Redevelopment Project	February 2008
End Construction Redevelopment Project	March 2009
Project East Side Saturates	October 2010
Begin Construction Redevelopment Project	February 2008
End Construction Redevelopment Project	June 2009
Project West Side Saturates	October 2010

EXHIBIT 6

AMENDED REDEVELOPMENT PROJECT COSTS

HARRISONVILLE MARKET PLACE TIF PLAN
OPINION OF PROBABLE CONSTRUCTION COSTS
Redevelopment Project

October 6, 2008

ITEM	ORIGINAL TOTAL	ORIGINAL REIMBURSABLE AMOUNT	REVISED TOTAL	REVISED REIMBURSABLE AMOUNT
Land Cost	2,431,396	2,431,396	2,431,396	2,431,396
Highway 2 Relocation	2,277,305	2,277,305	4,637,362	4,637,362
Site Costs	3,382,549	3,382,549	6,682,947	6,682,947
Building Cost	32,111,525	1,173,000	32,111,525	1,173,000
Soft Cost	789,846	789,846	1,180,204	1,180,204
Total Redevelopment Project Cost	40,992,621	10,054,096	47,043,434	16,104,909

HARRISONVILLE MARKET PLACE TIF PLAN
OPINION OF PROBABLE CONSTRUCTION COSTS
East of Railroad Tracks

October 6, 2008

NO.	ITEM	ORIGINAL TOTAL	ORIGINAL REIMBURSABLE AMOUNT	REVISED TOTAL	REVISED REIMBURSABLE AMOUNT
1	Land	1,631,396	1,631,396	1,631,396	1,631,396
	Total	1,631,396	1,631,396	1,631,396	1,631,396
	Highway 2 Relocation				
1	ROW	350,000	350,000	700,933	700,933
	General Requirements			*271,484*	*271,484*
	Pre-Construction Services			*21,600*	*21,600*
	Gas Surcharge			*6,832*	*6,832*
	ICE Compliance			*10,511*	*10,511*
	Temporary Utilities			*19,490*	*19,490*
	Construction Aides			*1,337*	*1,337*
	Street Maintenance			*8,392*	*8,392*
	Water Control			*6,475*	*6,475*
	Field Office & Sheds			*8,919*	*8,919*
	Equipment Rental			*17,612*	*17,612*
	Cleaning			*14,387*	*14,387*
	Miscellaneous			*15,678*	*15,678*
	MODOT Overhead			*52,553*	*52,563*
	MODOT Bond			*17,868*	*17,868*
	City Admin. Review			*12,283*	*12,283*
	City Bond			*5,351*	*5,351*
	GL Insurance			*11,338*	*11,338*
	Traffic Control			*198,923*	*198,923*
2	Clearing & Grubbing	10,000	10,000	143,758	143,758
	Site Demolition			*38,460*	*38,460*
	Soil Conditioning			*106,296*	*106,296*
3	Embankment	30,000	30,000	39,327	39,327
4	Common Excavation	71,000	71,000	249,056	249,056
5	12" Asphalt Pavement	174,600	174,600	1,017,494	1,017,494
	12" Asphalt Pavement			*378,676*	*378,676*
	Mill & Overlay Comm. St.			*53,488*	*53,488*
	Pavement Markings			*30,115*	*30,176*
	Traffic Signs			*7,636*	*7,636*
	Comm. St. & Wall Street			*547,378*	*547,378*
6	8" Concrete Pavement	36,000	36,000	81,187	81,187
7	Curb & Gutter	30,600	30,500	38,825	38,825
8	Storm Sewer Pipe	22,500	22,500	102,890	102,890
9	Storm Sewer Inlets	12,000	12,000	12,000	12,000
10	18 x 10 RCB	150,000	150,000	382,287	382,287
11	RR Crossing	150,000	150,000	134,851	134,851
12	Sidewalk	30,000	30,000	52,490	52,490
13	Street Lighting	180,000	180,000	48,062	48,062
14	Landscaping	5,000	5,000	90,867	90,867
15	Erosion Control	20,000	20,000	168,018	168,018
16	Traffic Signal	200,000	200,000	210,485	210,485
17	Engineering Design Fees	15,000	15,000	19,767	19,767
18	Legal	40,000	40,000	40,976	40,976

Exhibit 6 – Page 2

2413458.01

Attachment: TIF - Amended TIF Plan - Market Place - Executed - 2-9-09 (Board TIF Progress Report)

	Total	1,526,700	1,526,700	3,533,271	3,533,271
	Contingencies (15%)	176,505	176,505	529,991	529,991
	TOTAL COSTS	1,703,205	1,703,205	4,063,262	4,063,262
Site Costs					
1	Mobilization	50,000	50,000	446,601	446,601
	General Requirements			*256,197*	*256,197*
	Pre-Construction Services			*21,500*	*21,500*
	Gas Surcharge			*8,829*	*8,829*
	ICE Compliance			*10,506*	*10,506*
	Temporary Utilities			*19,482*	*19,482*
	Construction Aides			*1,337*	*1,337*
	Water Control			*5,354*	*5,354*
	Field Offices & Sheds			*8,915*	*8,915*
	Equipment Rental			*17,765*	*17,765*
	Cleaning			*13,206*	*13,206*
	Miscellaneous			*14,551*	*14,551*
	City Admin. Review			*40,149*	*40,149*
	City Bond			*14,727*	*14,727*
	GL Insurance			*13,457*	*13,457*
	RR Insurance			*2,828*	*2,828*
2	Embankment	75,000	75,000	75,000	75,000
3	Excavation	60,000	60,000	1,544,588	1,544,588
	Site Preparation			*42,116*	*42,116*
	Strip Topsoil & Site Grading			*170,483*	*170,483*
	Soil Conditioning			*758,275*	*758,275*
	Excavation, Backfilling, etc.			*383,103*	*383,103*
	Topsoil			*88,420*	*88,420*
	Soil Stabilization			*102,191*	*102,191*
4	Pavement	500,000	500,000	764,659	764,659
	Bituminous Pavement			*660,508*	*660,508*
	Concrete Paving			*91,725*	*91,725*
	Pavement Markings			*12,426*	*12,426*
5	Curb & Gutter	112,500	112,500	90,194	90,194
6	Sidewalks	0	0	28,864	28,864
7	Storm Sewer	165,000	165,000	123,310	123,310
8	Inlets / Junction Boxes	75,000	75,000	75,000	75,000
9	Water Main	180,000	180,000	165,999	165,999
10	Fire Hydrants	35,000	35,000	35,000	35,000
11	Sanitary Sewer (8")	150,000	150,000	331,592	331,592
12	Sanitary Sewer Manholes	30,000	30,000	30,000	30,000
13	Site Lighting	60,000	60,000	0	0
14	Landscaping	75,000	75,000	144,745	144,745
	Landscaping			*48,929*	*48,929*
	Monument Signs			*58,248*	*58,248*
	Retaining Walls			*37,570*	*37,570*
15	Erosion Control	30,000	30,000	185,322	185,322
16	Irrigation	60,000	60,000	60,000	60,000
17	Demolition and Env. Remediation	100,000	100,000	254,120	254,120
	Site Demolition			*48,964*	*48,964*
	Barriers & Enclosures			*322*	*322*
	Env. Remediation			*204,834*	*204,834*
18	Fee In Lieu of Detention	45,000	45,000	45,000	45,000
	Wetlands Fee	14,064	14,064	14,064	14,064
19	Site Engineering	60,000	60,000	24,037	24,037
20	Geotechnical Engineering	75,000	75,000	75,000	75,000

Exhibit 6 – Page 3

2413458.01

21	Site Construction Testing	75,000	75,000	75,000	75,000
22	Utility Services	0	0	288,381	288,381
	Total	2,006,564	2,006,564	4,876,476	4,876,476
	Contingencies (15%)	300,985	300,985	731,471	731,471
	TOTAL COSTS	2,307,549	2,307,549	5,607,947	5,607,947
Building / Site Cost					
1	Anchor	5,400,000	210,000	5,400,000	210,000
2	Junior Anchor	3,844,650	143,000	3,844,650	143,000
3	Shops	2,944,000	93,000	2,944,000	93,000
4	Shops	3,036,000	93,000	3,036,000	93,000
5	Outlot 1	406,000	6,000	406,000	6,000
6	Outlot 2	406,000	6,000	406,000	6,000
7	Outlot 3	812,000	12,000	812,000	12,000
8	Outlot 4	2,684,675	57,000	2,684,675	57,000
	Total	19,533,325	620,000	19,533,325	620,000
	Contingencies (15%)	2,930,000	93,000	2,930,000	93,000
	Total Building Cost	22,463,325	713,000	22,463,325	713,000
Soft Cost					
	Eng., Arch., Survey, Permits Const. Mgmt., Market Studies, Developer's Fee, & Misc.				
1	Consultant Fees	381,426	381,426	737,328	737,328
	Kaw Valley Engineering			*198,458*	*198,458*
	J. Price Architecture			*138,870*	*138,870*
	Developer Fee			*400,000*	*400,000*
2	Legal	60,000	60,000	44,223	44,223
	Total	441,426	441,426	781,551	781,551
	Contingencies (15%)	67,000	67,000	117,233	117,233
	Total Soft Cost	508,426	508,426	898,784	898,784

HARRISONVILLE MARKET TIF PLAN
OPINION of PROBABLE CONSTRUCTION COSTS
West of Railroad Tracks

October 31, 2006

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	REIMBURSABLE
Land Cost						
1	Land	30	Acres		800,000	800,000
	Total Land Cost				800,000	800,000
Highway 2 Relocation						
1.	Clearing & Grubbing	2	Acres	5,000	10,000	10,000
2.	Common Excavation	5,000	CY	5	22,500	22,500
3.	12" Asphalt Pavement	2,100	SY	36	75,600	75,600
4.	8" Concrete Pavement	400	SY	50	20,000	20,000
5.	Curb & Gutter	1,100	LF	15	16,500	16,500
6.	Storm Sewer Pipe	450	LF	50	22,500	22,500
7.	Storm Sewer Inlets	4	EA	3,000	12,000	12,000
8.	Sidewalk	1,000	SY	30	30,000	30,000
9.	Street Lighting	500	LF	200	100,000	100,000
10.	Landscaping	1	Acres	5,000	5,000	5,000
11.	Erosion Control	1	LS	20,000	20,000	20,000
12.	Traffic Signal	1	EA	150,000	150,000	150,000
13.	Engineering Design Fees	1	Lump Sum	15,000	15,000	15,000
	Total				499,100	499,100
	Contingencies (15%)				75,000	75,000
	Total Highway 2 Construction Costs				574,100	574,100
Site Costs						
1.	Mobilization	1.0	Lump Sum	50,000.00	50,000	50,000
2.	Embankment	5,000	CY	2.50	12,500	12,500
3.	Excavation	5,000	CY	2.50	12,500	12,500
4.	Pavement	10,000	SY	25.00	250,000	250,000
5.	Curb & Gutter	4,600	LF	15.00	69,000	69,000
6.	Storm Sewer	1,200	LF	50.00	60,000	60,000
7.	Inlets / Junction Boxes	12	Each	3,000.00	36,000	36,000
8.	Water Main	500	LF	50.00	25,000	25,000
9.	Fire Hydrants	4	Each	2,500.00	10,000	10,000
10.	Site Lighting	1	Lump Sum	60,000.00	60,000	60,000
11.	Landscaping	5.0	ACRES	5,000.00	25,000	25,000
12.	Erosion Control	1	Lump Sum	30,000.00	30,000	30,000
13.	Irrigation	1	Lump Sum	60,000.00	60,000	60,000
14.	Fee in Lieu of Detention	12	Acres	2,000.00	24,000	24,000
15.	Site Engineering	1	Lump Sum	60,000.00	60,000	60,000
16.	Geotechnical Engineering	1	Lump Sum	75,000.00	75,000	75,000
17.	Site Construction Testing	1	Lump Sum	75,000.00	75,000	75,000
	Total				934,000	934,000
	Contingencies (15%)				141,000	141,000
	Total On Site Construction Costs				1,075,000	1,075,000
Building / Site Cost						
1	Hotel	60	keys	53,000	3,180,000	192,000
2.	Restaurant	6,500	SF	206	1,339,000	40,000
3.	Shops	16,000	SF	117	1,872,000	108,000
4.	Outlot 1	5,000	SF	206	1,030,000	32,000
5.	Outlot 2	2,000	SF	206	412,000	12,000
6.	Outlot 3	2,700	SF	206	556,200	16,000
	Total				8,389,200	400,000
	Contingencies (15%)				1,259,000	60,000
	Total Building Cost				9,648,200	460,000
Soft Cost						
	Eng., Arch., Survey, Permits					
	Const. Mgmt., Market Studies					
	Developer's Fee, & Misc.					
1	Consultant Fees	$1,649,100.00		0.1	164,910	164,910
2	Legal				79,510	79,510
	Total				244,420	244,420
	Contingencies (15%)				37,000	37,000
	Total Soft Costs				281,420	281,420
Total West of Railroad Tracks					12,378,720	3,190,520

Exhibit 6 – Page 5

2413458.01

EXHIBIT 7

AMENDED DEBT SERVICE SCHEDULES

TO BE COMPLETED BY CITY APPROVED UNDERWRITER

EXHIBIT 8

UPDATED FINANCING COMMITMENT

TO BE PROVIDED BY CITY APPROVED UNDERWRITER

EXHIBIT 9

AMENDED PROJECTED PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES

Schedule of Projected Assessed Value and Total Sales for Harrisonville Marketplace				
Calendar Year	TIF Year	Assessed Value - Real Property	Assessed Value - Personal Property	Total Retail Sales net of existing CVS and Price Chopper
2009	1	$2,676,000	$514,199	$25,840,000
2010	2	$3,180,000	$602,765	$30,209,600
2011	3	$4,399,200	$989,634	$36,682,494
2012	4	$6,868,000	$1,276,281	$47,381,331
2013	5	$7,005,360	$1,125,904	$48,224,051
2014	6	$7,145,467	$975,527	$49,079,412
2015	7	$7,288,377	$825,151	$49,947,603
2016	8	$7,288,377	$674,774	$50,828,817
2017	9	$7,434,144	$524,398	$51,723,250
2018	10	$7,434,144	$374,021	$52,631,098
2019	11	$7,582,827	$223,644	$53,552,565
2020	12	$7,582,827	$1,804,520	$54,487,853
2021	13	$7,734,483	$1,624,068	$55,437,171
2022	14	$7,734,483	$1,443,616	$56,400,729
2023	15	$7,889,173	$1,263,164	$57,378,740
2024	16	$7,889,173	$1,082,712	$58,371,421
2025	17	$8,046,957	$902,260	$59,378,992
2026	18	$8,046,957	$721,808	$60,401,677
2027	19	$8,207,896	$541,356	$61,439,702
2028	20	$8,207,896	$360,904	$62,493,298
2029	21	$8,372,054	$180,452	$63,562,697
2030	22	$8,372,054	$2,165,423	$64,648,138
2031	23	$8,539,495	$1,948,881	$65,749,860

Combined Benefit Available for Debt Service

Calendar Year	TIF Year	Incremental sales tax to the Project at 50% of Difference	Total Special District Tax to the Project	Incremental Personal Property Tax to the Project	Incremental Real Property PILOTS to the Project	Total TIF/Incremental Revenues to the Project	City Collection Fee	Net Available TIF Revenues
2009	1	$234,300	$151,700	$28,056	$156,822	$570,877	-$5,709	$565,169
2010	2	$294,382	$193,706	$33,608	$188,417	$710,112	-$7,101	$703,011
2011	3	$383,384	$256,719	$57,860	$264,847	$962,810	-$9,628	$953,182
2012	4	$530,493	$361,965	$75,830	$419,614	$1,387,902	-$13,879	$1,374,023
2013	5	$542,081	$368,625	$66,403	$428,225	$1,405,333	-$14,053	$1,391,280
2014	6	$553,842	$375,384	$56,976	$437,008	$1,423,210	-$14,232	$1,408,978
2015	7	$565,780	$382,245	$47,549	$445,967	$1,441,540	-$14,415	$1,427,125
2016	8	$577,896	$389,209	$38,122	$445,967	$1,451,194	-$14,512	$1,436,682
2017	9	$590,195	$396,277	$28,695	$455,105	$1,470,271	-$14,703	$1,455,569
2018	10	$602,678	$403,451	$19,268	$455,105	$1,480,502	-$14,805	$1,465,697
2019	11	$615,348	$410,733	$9,841	$464,426	$1,500,347	-$15,003	$1,485,344
2020	12	$628,208	$418,124	$108,945	$464,426	$1,619,702	-$16,197	$1,603,505
2021	13	$641,261	$425,626	$97,632	$473,933	$1,638,452	-$16,385	$1,622,067
2022	14	$654,510	$433,240	$86,320	$473,933	$1,648,003	-$16,480	$1,631,523
2023	15	$667,958	$440,969	$75,008	$483,630	$1,667,564	-$16,676	$1,650,888
2024	16	$681,607	$448,813	$63,695	$483,630	$1,677,746	-$16,777	$1,660,968
2025	17	$695,461	$456,775	$52,383	$493,521	$1,698,141	-$16,981	$1,681,159
2026	18	$709,523	$464,857	$41,071	$493,521	$1,708,972	-$17,090	$1,691,882
2027	19	$723,796	$473,060	$29,758	$503,611	$1,730,224	-$17,302	$1,712,922
2028	20	$738,283	$481,386	$18,446	$503,611	$1,741,725	-$17,417	$1,724,308
2029	21	$752,987	$489,836	$7,134	$513,901	$1,763,858	-$17,639	$1,746,220
2030	22	$767,912	$498,414	$131,569	$513,901	$1,911,797	-$19,118	$1,892,679
2031	23	$783,061	$507,120	$117,995	$524,398	$1,932,573	-$19,326	$1,913,248
		$13,934,944	$9,228,231	$1,292,163	$10,087,518	$34,542,857	-$345,429	$34,197,428

EXHIBIT 10

AMENDED PROJECTED INCREMENTAL NON-TIF REVENUES

Projected Non-TIF Revenues All Districts

Calendar Year	TIF Year	Projected Non-TIF Sales Tax Revenue	Projected Non-TIF Special District TDD Revenues	Projected Non-TIF Personal Property Revenues (exisiting Pers. Property)	Projected Non-TIF Real Property Revenues (exisiting Real. Property)	Total Non-TIF Revenues to the Project
2009	1	$476,300	$112,700	$4,179	$10,934	$604,113
2010	2	$536,382	$114,391	$4,179	$10,934	$665,886
2011	3	$625,384	$116,106	$4,179	$10,934	$756,604
2012	4	$772,493	$117,848	$4,179	$10,934	$905,454
2013	5	$784,081	$119,615	$4,179	$10,934	$918,809
2014	6	$795,842	$121,410	$4,179	$10,934	$932,365
2015	7	$807,780	$123,231	$4,179	$10,934	$946,124
2016	8	$819,896	$125,080	$4,179	$10,934	$960,089
2017	9	$832,195	$126,956	$4,179	$10,934	$974,263
2018	10	$844,678	$128,860	$4,179	$10,934	$988,651
2019	11	$857,348	$130,793	$4,179	$10,934	$1,003,254
2020	12	$870,208	$132,755	$4,179	$10,934	$1,018,076
2021	13	$883,261	$134,746	$4,179	$10,934	$1,033,120
2022	14	$896,510	$136,767	$4,179	$10,934	$1,048,390
2023	15	$909,958	$138,819	$4,179	$10,934	$1,063,890
2024	16	$923,607	$140,901	$4,179	$10,934	$1,079,621
2025	17	$937,461	$143,015	$4,179	$10,934	$1,095,589
2026	18	$951,523	$145,160	$4,179	$10,934	$1,111,796
2027	19	$965,796	$147,337	$4,179	$10,934	$1,128,246
2028	20	$980,283	$149,547	$4,179	$10,934	$1,144,943
2029	21	$994,987	$151,791	$4,179	$10,934	$1,161,891
2030	22	$1,009,912	$154,067	$4,179	$10,934	$1,179,092
2031	23	$1,025,061	$156,378	$4,179	$10,934	$1,196,552
		$19,500,944	$3,068,274	$96,114	$251,487	$22,916,819
				NPV @	8.00%	$9,580,141

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2007 Ad Valorem Tax Rates

Mill Levies	Personal Property	Real Property	Available for Project Use
State Blind Pension	$0.03000	$ 0.03000	$0.00000
Harrisonville	$0.76680	$ 0.76680	$0.76680
R-9 Harrisonville	$4.93000	$ 4.93000	$4.93000
Cass County Road & Bridge	$0.24800	$ 0.24800	$0.24800
Hospital Maintenance	$0.13350	$ 0.13350	$0.13350
Sheltered Workshop	$0.03810	$ 0.03810	$0.03810
Library	$0.15250	$ 0.15250	$0.15250
Sur - Tax	$0.54000	$ 0.54000	$0.00000
Total	$6.83890	$6.83890	$6.26890

Assumptions - Real Property and Retail Sales

Description	Parcel ID	Land SF	Use	Bldg. SF/ Units	Assessed Value at completion	Current Assessed Value	Existing Sales	Forecast Sales/SF	Forecast Sales Net of Existing Sales
West Side									
Lot 1	952104	47,891	Fast Food	3,500	$112,000	$5,750	$0	$350	$1,225,000
Lot 2	952103	37,490	Convenience	6,000	$192,000	$4,500	$0	$350	$2,100,000
Lot 3	952102	29,828	Branch Bank	3,500	$112,000	$3,580	$0	$0	$0
Lot 4	952105	84,346	Strip	9,600	$307,200	$10,120	$0	$200	$1,920,000
Lot 5	952106	85,804	Strip	9,600	$307,200	$10,300	$0	$200	$1,920,000
Lot 6	952107	130,945	Holiday Inn Express	80	$1,024,000	$15,710	$0	$16,863	$1,349,040
		416,304		32,200	$2,054,400	$49,960	$0		$8,514,040
East Side									
		263,102	Price Chopper	64,400	$2,060,800		$8,200,000	$350	$14,340,000
		80,710	CVS	13,225	$423,200		$600,000	$333	$4,400,000
Lot 8		62,726	Meiner's/Burger King	6,000	$192,000		$0	$350	$2,100,000
Lot 2		95,455	Proposed Shops B	21,000	$672,000		$0	$200	$4,200,000
Lot 5		32,372	Proposed Shops A	6,000	$192,000		$0	$200	$1,200,000
Lot 4		80,493	Retail Shops A	9,600	$307,200		$0	$200	$1,920,000
Lot 3		115,268	Junior Anchor	23,200	$742,400		$0	$200	$4,640,000
Lot 6		40,176	Fast Food	3,500	$112,000		$0	$200	$700,000
Lot 7		33,385	Bank	3,500	$112,000		$0	$0	$0
		803,687		150,425	$4,813,600	$124,460	$8,800,000		$33,500,000
Total / Average Owned		1,219,991		182,625	$6,868,000	$174,420	$8,800,000	$271	
Other			Walgreens	13,225	na	na	$0	$378	$5,000,000

Assumptions - Real Property and Retail Sales / Real Property Assessed Value by Year

Description	Parcel ID	Land SF	Use	Bldg. SF/ Units	Year Period	1	2	3	4	
West Side										
Lot 1	952104	47,891	Fast Food	3,500	3			$112,000		$112,000
Lot 2	952103	37,490	Convenience	6,000	2.5			$192,000		$192,000
Lot 3	952102	29,828	Branch Bank	3,500	3			$112,000		$112,000
Lot 4	952105	84,346	Strip	9,600	4			$153,600.0	$153,600	$307,200
Lot 5	952106	85,804	Strip	9,600	3.5			$153,600.0	$153,600	$307,200
Lot 6	952107	130,945	Holiday Inn Express	80	3.5			$512,000.0	$512,000	$1,024,000
		416,304		32,200						
East Side										
		263,102	Price Chopper	64,400	1	$2,060,800				$2,060,800
		80,710	CVS	13,225	1	$423,200				$423,200
Lot 8		62,726	Meiner's/Burger King	6,000	1	$192,000				$192,000
Lot 2		95,455	Proposed Shops B	21,000	2.5		$336,000.0	$336,000		$672,000
Lot 5		32,372	Proposed Shops A	6,000	3.5			$96,000	$96,000	$192,000
Lot 4		80,493	Retail Shops A	9,600	4				$307,200	$307,200
Lot 3		115,268	Junior Anchor	23,200	4				$742,400	$742,400
Lot 6		40,176	Fast Food	3,500	2		$112,000			$112,000
Lot 7		33,385	Bank	3,500	2.5		$56,000.0	$56,000		$112,000
		803,687		150,425		$2,676,000	$504,000	$1,723,200	$1,964,800	$6,868,000
Total / Average Owned		1,219,991		182,625						
Other			Walgreens	13,225	1.5					

Personal Property Assumptions / Personal Property Assessed Value by Year

Description	Parcel ID	Value Personal Property/Unit	Use	Bldg. SF/ Units	Pers. Property assessed value at 33.33%	Year Period	1	2	3	4	
West Side											
Lot 1	952104	$30	Fast Food	3,500	$34,997	3			$34,997		$34,997
Lot 2	952103	$30	Convenience	6,000	$59,994	2.5			$59,994		$59,994
Lot 3	952102	$40	Branch Bank	3,500	$46,662	3			$46,662		$46,662
Lot 4	952105	$20	Strip	9,600	$63,994	4			$31,996.8	$31,997	$63,994
Lot 5	952106	$20	Strip	9,600	$63,994	3.5			$31,996.8	$31,997	$63,994
Lot 6	952107	$10,000	Holiday Inn Express	80	$266,640	3.5			$133,320.0	$133,320	$266,640
				32,200	$536,280						
East Side											
		$15	Price Chopper	64,400	$321,968	1	$321,968				$321,968
		$30	CVS	13,225	$132,237	1	$132,237				$132,237
Lot 8		$30	Meiner's/Burger King	6,000	$59,994	1	$59,994				$59,994
Lot 2		$20	Proposed Shops B	21,000	$139,986	2.5		$69,993.0	$69,993		$139,986
Lot 5		$20	Proposed Shops A	6,000	$39,996	3.5			$19,998	$19,998	$39,996
Lot 4		$20	Retail Shops A	9,600	$63,994	4				$63,994	$63,994
Lot 3		$15	Junior Anchor	23,200	$115,988	4				$115,988	$115,988
Lot 6		$40	Fast Food	3,500	$46,662	2		$46,662			$46,662
Lot 7		$40	Bank	3,500	$46,662	2.5		$23,331.0	$23,331		$46,662
				150,425	$967,487		$514,199	$139,986	$452,288	$397,294	$1,503,766
Total		0		182,625	$1,503,766						

Personal Property is valued new in the year of occupancy. Depreciation occurs at 10% per year for through 2019 when retenanting and re-investment result in new personal property. Depreciation at 10% per year to 2030 followed by reinvestment and retenanting.

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EXHIBIT 11

AMENDED DIRECT TAX IMPACT ANALYSIS

Projected ***TIF Revenues*** Participating Districts

Calendar Year	TIF Year	Incremental sales tax to the Project at 50% of Difference	Total Special District Tax to the Project	Incremental Personal Property Tax to the Project	Incremental Real Property PILOTS to the Project	NET TIF/Incremental Revenues to the Project	Cumulative Total	Surplus
2009	1	$234,300	$151,700	$28,056	$156,822	$570,877	$570,877	
2010	2	$294,382	$193,706	$33,608	$188,417	$710,112	$1,280,989	
2011	3	$383,384	$256,719	$57,860	$264,847	$962,810	$2,243,800	
2012	4	$530,493	$361,965	$75,830	$419,614	$1,387,902	$3,631,702	
2013	5	$542,081	$368,625	$66,403	$428,225	$1,405,333	$5,037,036	
2014	6	$553,842	$375,384	$56,976	$437,008	$1,423,210	$6,460,246	
2015	7	$565,780	$382,245	$47,549	$445,967	$1,441,540	$7,901,786	
2016	8	$577,896	$389,209	$38,122	$445,967	$1,451,194	$9,352,980	
2017	9	$590,195	$396,277	$28,695	$455,105	$1,470,271	$10,823,251	
2018	10	$602,678	$403,451	$19,268	$455,105	$1,480,502	$12,303,753	
2019	11	$615,348	$410,733	$9,841	$464,426	$1,500,347	$13,804,100	
2020	12	$628,208	$418,124	$108,945	$464,426	$1,619,702	$15,423,802	
2021	13	$641,261	$425,626	$97,632	$473,933	$1,638,452	$17,062,254	
2022	14	$654,510	$433,240	$86,320	$473,933	$1,648,003	$18,710,257	
2023	15	$667,958	$440,969	$75,008	$483,630	$1,667,564	$20,377,821	$1,356,894
2024	16	$681,607	$448,813	$63,695	$483,630	$1,677,746	$22,055,566	$1,677,746
2025	17	$695,461	$456,775	$52,383	$493,521	$1,698,141	$23,753,707	$1,698,141
2026	18	$709,523	$464,857	$41,071	$493,521	$1,708,972	$25,462,679	$1,708,972
2027	19	$723,796	$473,060	$29,758	$503,611	$1,730,224	$27,192,903	$1,730,224
2028	20	$738,283	$481,386	$18,446	$503,611	$1,741,725	$28,934,628	$1,741,725
2029	21	$752,987	$489,836	$7,134	$513,901	$1,763,858	$30,698,487	$1,763,858
2030	22	$767,912	$498,414	$131,569	$513,901	$1,911,797	$32,610,283	$1,911,797
2031	23	$783,061	$507,120	$117,995	$524,398	$1,932,573	$34,542,857	$1,932,573
		$13,934,944	$9,228,231	$1,292,163	$10,087,518	$34,542,857		$15,521,930
					8.00%	$13,979,631		

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State Blind Pension

Not Available For TIF

Projected TIF Revenues - City

Calendar Year	TIF Year	Project is not built - Incremental Sales Tax	Project is built - Total Sales Tax	Project is built - Incremental Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total real and personal Property Taxes- Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$132,000	$387,600	$127,800	$511	$3,943	$1,337	$20,520	$1,849	$152,262	$150,414	
2010	2	$132,000	$453,144	$160,572	$511	$4,622	$1,337	$24,384	$1,849	$189,578	$167,730	
2011	3	$132,000	$550,237	$209,119	$511	$7,589	$1,337	$33,733	$1,849	$250,440	$248,592	
2012	4	$132,000	$710,720	$289,360	$511	$9,787	$1,337	$52,664	$1,849	$351,810	$349,962	
2013	5	$132,000	$723,361	$295,680	$511	$8,633	$1,337	$53,717	$1,849	$358,031	$356,182	
2014	6	$132,000	$736,191	$302,096	$511	$7,480	$1,337	$54,791	$1,849	$364,367	$362,519	
2015	7	$132,000	$749,214	$308,607	$511	$6,327	$1,337	$55,887	$1,849	$370,822	$368,973	
2016	8	$132,000	$762,432	$315,216	$511	$5,174	$1,337	$55,887	$1,849	$376,278	$374,429	
2017	9	$132,000	$775,849	$321,924	$511	$4,021	$1,337	$57,005	$1,849	$382,950	$381,102	
2018	10	$132,000	$789,466	$328,733	$511	$2,868	$1,337	$57,005	$1,849	$388,606	$386,758	
2019	11	$132,000	$803,288	$335,644	$511	$1,715	$1,337	$58,145	$1,849	$395,504	$393,656	
2020	12	$132,000	$817,318	$342,659	$511	$13,837	$1,337	$58,145	$1,849	$414,641	$412,792	
2021	13	$132,000	$831,558	$349,779	$511	$12,453	$1,337	$59,308	$1,849	$421,540	$419,692	
2022	14	$132,000	$846,011	$357,005	$511	$11,070	$1,337	$59,308	$1,849	$427,383	$425,535	
2023	15	$132,000	$860,681	$364,341	$511	$9,686	$1,337	$60,494	$1,849	$434,521	$432,672	$360,801
2024	16	$132,000	$875,571	$371,786	$511	$8,302	$1,337	$60,494	$1,849	$440,582	$438,733	$438,733
2025	17	$132,000	$890,685	$379,342	$511	$6,919	$1,337	$61,704	$1,849	$447,965	$446,116	$446,116
2026	18	$132,000	$906,025	$387,013	$511	$5,535	$1,337	$61,704	$1,849	$454,251	$452,403	$452,403
2027	19	$132,000	$921,596	$394,798	$511	$4,151	$1,337	$62,938	$1,849	$461,887	$460,038	$460,038
2028	20	$132,000	$937,399	$402,700	$511	$2,767	$1,337	$62,938	$1,849	$468,405	$466,557	$466,557
2029	21	$132,000	$953,440	$410,720	$511	$1,384	$1,337	$64,197	$1,849	$476,301	$474,452	$474,452
2030	22	$132,000	$969,722	$418,861	$511	$16,604	$1,337	$64,197	$1,849	$499,662	$497,814	$497,814
2031	23	$132,000	$986,248	$427,124	$511	$14,944	$1,337	$65,481	$1,849	$507,549	$505,700	$505,700
		$3,036,000	$18,237,757	$7,600,879	$11,756	$169,811	$30,761	$1,264,648	$42,518	$9,035,338	$8,992,820	$3,741,814

Projected TIF Revenues - School

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$0	$0	$0	$3,286	$25,350	$8,599	$131,927	$11,885	$157,277	$145,392	
2010	2	$0	$0	$0	$3,286	$29,716	$8,599	$156,774	$11,885	$186,490	$174,605	
2011	3	$0	$0	$0	$3,286	$48,789	$8,599	$216,881	$11,885	$265,670	$253,784	
2012	4	$0	$0	$0	$3,286	$62,921	$8,599	$338,592	$11,885	$401,513	$389,628	
2013	5	$0	$0	$0	$3,286	$55,507	$8,599	$345,364	$11,885	$400,871	$388,986	
2014	6	$0	$0	$0	$3,286	$48,094	$8,599	$352,272	$11,885	$400,365	$388,480	
2015	7	$0	$0	$0	$3,286	$40,680	$8,599	$359,317	$11,885	$399,997	$388,112	
2016	8	$0	$0	$0	$3,286	$33,266	$8,599	$359,317	$11,885	$392,583	$380,698	
2017	9	$0	$0	$0	$3,286	$25,853	$8,599	$366,503	$11,885	$392,356	$380,471	
2018	10	$0	$0	$0	$3,286	$18,439	$8,599	$366,503	$11,885	$384,943	$373,057	
2019	11	$0	$0	$0	$3,286	$11,026	$8,599	$373,833	$11,885	$384,859	$372,974	
2020	12	$0	$0	$0	$3,286	$88,963	$8,599	$373,833	$11,885	$462,796	$450,911	
2021	13	$0	$0	$0	$3,286	$80,067	$8,599	$381,310	$11,885	$461,377	$449,491	
2022	14	$0	$0	$0	$3,286	$71,170	$8,599	$381,310	$11,885	$452,480	$440,595	
2023	15	$0	$0	$0	$3,286	$62,274	$8,599	$388,936	$11,885	$451,210	$439,325	$347,210
2024	16	$0	$0	$0	$3,286	$53,378	$8,599	$388,936	$11,885	$442,314	$430,429	$430,429
2025	17	$0	$0	$0	$3,286	$44,481	$8,599	$396,715	$11,885	$441,196	$429,311	$429,311
2026	18	$0	$0	$0	$3,286	$35,585	$8,599	$396,715	$11,885	$432,300	$420,415	$420,415
2027	19	$0	$0	$0	$3,286	$26,689	$8,599	$404,649	$11,885	$431,338	$419,453	$419,453
2028	20	$0	$0	$0	$3,286	$17,793	$8,599	$404,649	$11,885	$422,442	$410,557	$410,557
2029	21	$0	$0	$0	$3,286	$8,896	$8,599	$412,742	$11,885	$421,639	$409,753	$409,753
2030	22	$0	$0	$0	$3,286	$106,755	$8,599	$412,742	$11,885	$519,498	$507,612	$507,612
2031	23	$0	$0	$0	$3,286	$96,080	$8,599	$420,997	$11,885	$517,077	$505,192	$505,192
		$0	$0	$0	$75,586	$1,091,771	$197,775	$8,130,819	$273,361	$9,222,591	$8,949,230	$3,532,721

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Exhibit 11 – Page 3

Projected TIF Revenues - County

Calendar Year	TIF Year	Project is not built - Total Sales Tax	Project is built - Total Sales Tax	Project is built Incremental Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total real and personal property- Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$110,000	$323,000	$106,500	$165	$1,275	$433	$6,636	$598	$114,412	$113,814	
2010	2	$110,000	$377,620	$133,810	$165	$1,495	$433	$7,886	$598	$143,191	$142,593	
2011	3	$110,000	$458,531	$174,266	$165	$2,454	$433	$10,910	$598	$187,630	$187,032	
2012	4	$110,000	$592,267	$241,133	$165	$3,165	$433	$17,033	$598	$261,331	$260,733	
2013	5	$110,000	$602,801	$246,400	$165	$2,792	$433	$17,373	$598	$266,566	$265,968	
2014	6	$110,000	$613,493	$251,746	$165	$2,419	$433	$17,721	$598	$271,886	$271,289	
2015	7	$110,000	$624,345	$257,173	$165	$2,046	$433	$18,075	$598	$277,294	$276,696	
2016	8	$110,000	$635,360	$262,680	$165	$1,673	$433	$18,075	$598	$282,429	$281,831	
2017	9	$110,000	$646,541	$268,270	$165	$1,301	$433	$18,437	$598	$288,007	$287,410	
2018	10	$110,000	$657,889	$273,944	$165	$928	$433	$18,437	$598	$293,309	$292,711	
2019	11	$110,000	$669,407	$279,704	$165	$555	$433	$18,805	$598	$299,064	$298,466	
2020	12	$110,000	$681,098	$285,549	$165	$4,475	$433	$18,805	$598	$308,830	$308,232	
2021	13	$110,000	$692,965	$291,482	$165	$4,028	$433	$19,182	$598	$314,692	$314,094	
2022	14	$110,000	$705,009	$297,505	$165	$3,580	$433	$19,182	$598	$320,266	$319,668	
2023	15	$110,000	$717,234	$303,617	$165	$3,133	$433	$19,565	$598	$326,315	$325,717	$273,130
2024	16	$110,000	$729,643	$309,821	$165	$2,685	$433	$19,565	$598	$332,072	$331,474	$331,474
2025	17	$110,000	$742,237	$316,119	$165	$2,238	$433	$19,956	$598	$338,313	$337,715	$337,715
2026	18	$110,000	$755,021	$322,510	$165	$1,790	$433	$19,956	$598	$344,257	$343,659	$343,659
2027	19	$110,000	$767,996	$328,998	$165	$1,343	$433	$20,356	$598	$350,696	$350,098	$350,098
2028	20	$110,000	$781,166	$335,583	$165	$895	$433	$20,356	$598	$356,834	$356,236	$356,236
2029	21	$110,000	$794,534	$342,267	$165	$448	$433	$20,763	$598	$363,477	$362,879	$362,879
2030	22	$110,000	$808,102	$349,051	$165	$5,370	$433	$20,763	$598	$375,184	$374,586	$374,586
2031	23	$110,000	$821,873	$355,937	$165	$4,833	$433	$21,178	$598	$381,948	$381,350	$381,350
		$2,530,000	$15,198,131	$6,334,066	$3,802	$54,921	$9,949	$409,015	$13,751	$6,798,001	$6,784,250	$2,837,997

Projected TIF Revenues - Hospital Maintenance

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$0	$0	$0	$89	$686	$233	$3,572	$322	$4,259	$3,937	
2010	2	$0	$0	$0	$89	$805	$233	$4,245	$322	$5,050	$4,728	
2011	3	$0	$0	$0	$89	$1,321	$233	$5,873	$322	$7,194	$6,872	
2012	4	$0	$0	$0	$89	$1,704	$233	$9,169	$322	$10,873	$10,551	
2013	5	$0	$0	$0	$89	$1,503	$233	$9,352	$322	$10,855	$10,533	
2014	6	$0	$0	$0	$89	$1,302	$233	$9,539	$322	$10,842	$10,520	
2015	7	$0	$0	$0	$89	$1,102	$233	$9,730	$322	$10,832	$10,510	
2016	8	$0	$0	$0	$89	$901	$233	$9,730	$322	$10,631	$10,309	
2017	9	$0	$0	$0	$89	$700	$233	$9,925	$322	$10,625	$10,303	
2018	10	$0	$0	$0	$89	$499	$233	$9,925	$322	$10,424	$10,102	
2019	11	$0	$0	$0	$89	$299	$233	$10,123	$322	$10,422	$10,100	
2020	12	$0	$0	$0	$89	$2,409	$233	$10,123	$322	$12,532	$12,210	
2021	13	$0	$0	$0	$89	$2,168	$233	$10,326	$322	$12,494	$12,172	
2022	14	$0	$0	$0	$89	$1,927	$233	$10,326	$322	$12,253	$11,931	
2023	15	$0	$0	$0	$89	$1,686	$233	$10,532	$322	$12,218	$11,897	$9,402
2024	16	$0	$0	$0	$89	$1,445	$233	$10,532	$322	$11,977	$11,656	$11,656
2025	17	$0	$0	$0	$89	$1,205	$233	$10,743	$322	$11,947	$11,625	$11,625
2026	18	$0	$0	$0	$89	$964	$233	$10,743	$322	$11,706	$11,384	$11,384
2027	19	$0	$0	$0	$89	$723	$233	$10,958	$322	$11,680	$11,358	$11,358
2028	20	$0	$0	$0	$89	$482	$233	$10,958	$322	$11,439	$11,118	$11,118
2029	21	$0	$0	$0	$89	$241	$233	$11,177	$322	$11,418	$11,096	$11,096
2030	22	$0	$0	$0	$89	$2,891	$233	$11,177	$322	$14,068	$13,746	$13,746
2031	23	$0	$0	$0	$89	$2,602	$233	$11,400	$322	$14,002	$13,680	$13,680
		$0	$0	$0	$2,047	$29,564	$5,356	$220,175	$7,402	$249,740	$242,337	$95,663

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Projected TIF Revenues - Sheltered Workshop

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$0	$0	$0	$25	$196	$66	$1,020	$92	$1,215	$1,124	
2010	2	$0	$0	$0	$25	$230	$66	$1,212	$92	$1,441	$1,349	
2011	3	$0	$0	$0	$25	$377	$66	$1,676	$92	$2,053	$1,961	
2012	4	$0	$0	$0	$25	$486	$66	$2,617	$92	$3,103	$3,011	
2013	5	$0	$0	$0	$25	$429	$66	$2,669	$92	$3,098	$3,006	
2014	6	$0	$0	$0	$25	$372	$66	$2,722	$92	$3,094	$3,002	
2015	7	$0	$0	$0	$25	$314	$66	$2,777	$92	$3,091	$2,999	
2016	8	$0	$0	$0	$25	$257	$66	$2,777	$92	$3,034	$2,942	
2017	9	$0	$0	$0	$25	$200	$66	$2,832	$92	$3,032	$2,940	
2018	10	$0	$0	$0	$25	$143	$66	$2,832	$92	$2,975	$2,883	
2019	11	$0	$0	$0	$25	$85	$66	$2,889	$92	$2,974	$2,882	
2020	12	$0	$0	$0	$25	$688	$66	$2,889	$92	$3,577	$3,485	
2021	13	$0	$0	$0	$25	$619	$66	$2,947	$92	$3,566	$3,474	
2022	14	$0	$0	$0	$25	$550	$66	$2,947	$92	$3,497	$3,405	
2023	15	$0	$0	$0	$25–	$481	$66	$3,006	$92	$3,487	$3,395	$2,683
2024	16	$0	$0	$0	$25	$413	$66	$3,006	$92	$3,418	$3,326	$3,326
2025	17	$0	$0	$0	$25	$344	$66	$3,066	$92	$3,410	$3,318	$3,318
2026	18	$0	$0	$0	$25	$275	$66	$3,066	$92	$3,341	$3,249	$3,249
2027	19	$0	$0	$0	$25	$206	$66	$3,127	$92	$3,333	$3,242	$3,242
2028	20	$0	$0	$0	$25	$138	$66	$3,127	$92	$3,265	$3,173	$3,173
2029	21	$0	$0	$0	$25	$69	$66	$3,190	$92	$3,259	$3,167	$3,167
2030	22	$0	$0	$0	$25	$825	$66	$3,190	$92	$4,015	$3,923	$3,923
2031	23	$0	$0	$0	$25	$743	$66	$3,254	$92	$3,996	$3,904	$3,904
		$0	$0	$0	$584	$8,437	$1,528	$62,837	$2,113	$71,274	$69,161	$27,302

Projected TIF Revenues - Library

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan	Incremental TIF	Surplus TIF Revenue
2009	1	$0	$0	$0	$102	$784	$266	$4,081	$368	$4,865	$4,497	
2010	2	$0	$0	$0	$102	$919	$266	$4,850	$368	$5,769	$5,401	
2011	3	$0	$0	$0	$102	$1,509	$266	$6,709	$368	$8,218	$7,850	
2012	4	$0	$0	$0	$102	$1,946	$266	$10,474	$368	$12,420	$12,052	
2013	5	$0	$0	$0	$102	$1,717	$266	$10,683	$368	$12,400	$12,033	
2014	6	$0	$0	$0	$102	$1,488	$266	$10,897	$368	$12,385	$12,017	
2015	7	$0	$0	$0	$102	$1,258	$266	$11,115	$368	$12,373	$12,005	
2016	8	$0	$0	$0	$102	$1,029	$266	$11,115	$368	$12,144	$11,776	
2017	9	$0	$0	$0	$102	$800	$266	$11,337	$368	$12,137	$11,769	
2018	10	$0	$0	$0	$102	$570	$266	$11,337	$368	$11,907	$11,540	
2019	11	$0	$0	$0	$102	$341	$266	$11,564	$368	$11,905	$11,537	
2020	12	$0	$0	$0	$102	$2,752	$266	$11,564	$368	$14,316	$13,948	
2021	13	$0	$0	$0	$102	$2,477	$266	$11,795	$368	$14,272	$13,904	
2022	14	$0	$0	$0	$102	$2,202	$266	$11,795	$368	$13,997	$13,629	
2023	15	$0	$0	$0	$102	$1,926	$266	$12,031	$368	$13,957	$13,590	$10,740
2024	16	$0	$0	$0	$102	$1,651	$266	$12,031	$368	$13,682	$13,314	$13,314
2025	17	$0	$0	$0	$102	$1,376	$266	$12,272	$368	$13,648	$13,280	$13,280
2026	18	$0	$0	$0	$102	$1,101	$266	$12,272	$368	$13,372	$13,005	$13,005
2027	19	$0	$0	$0	$102	$826	$266	$12,517	$368	$13,343	$12,975	$12,975
2028	20	$0	$0	$0	$102	$550	$266	$12,517	$368	$13,067	$12,700	$12,700
2029	21	$0	$0	$0	$102	$275	$266	$12,767	$368	$13,043	$12,675	$12,675
2030	22	$0	$0	$0	$102	$3,302	$266	$12,767	$368	$16,070	$15,702	$15,702
2031	23	$0	$0	$0	$102	$2,972	$256	$13,023	$368	$15,995	$15,627	$15,627
		$0	$0	$0	$2,338	$33,772	$6,118	$251,511	$8,456	$285,283	$276,827	$109,278

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Exhibit 11 – Page 5

Replacement Tax / Sur Tax

Not Available For TIF

Projected TIF Revenues - Special District

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Special District Tax	Project is built pursuant to plan - Shopping Center Special District Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan	Surplus TIF Revenue
2009	1	$0	$112,700	$39,000	$0	$0	$0	$0	$0	$151,700	
2010	2	$0	$114,391	$79,315	$0	$0	$0	$0	$0	$193,706	
2011	3	$0	$116,106	$140,612	$0	$0	$0	$0	$0	$256,719	
2012	4	$0	$117,848	$244,117	$0	$0	$0	$0	$0	$361,965	
2013	5	$0	$119,616	$249,009	$0	$0	$0	$0	$0	$368,625	
2014	6	$0	$121,410	$253,974	$0	$0	$0	$0	$0	$375,384	
2015	7	$0	$123,231	$259,014	$0	$0	$0	$0	$0	$382,245	
2016	8	$0	$125,080	$264,129	$0	$0	$0	$0	$0	$389,209	
2017	9	$0	$126,956	$269,321	$0	$0	$0	$0	$0	$396,277	
2018	10	$0	$128,860	$274,591	$0	$0	$0	$0	$0	$403,451	
2019	11	$0	$130,793	$279,940	$0	$0	$0	$0	$0	$410,733	
2020	12	$0	$132,755	$285,369	$0	$0	$0	$0	$0	$418,124	
2021	13	$0	$134,746	$290,879	$0	$0	$0	$0	$0	$425,626	
2022	14	$0	$136,767	$296,473	$0	$0	$0	$0	$0	$433,240	
2023	15	$0	$138,819	$302,150	$0	$0	$0	$0	$0	$440,969	$369,422
2024	16	$0	$140,901	$307,912	$0	$0	$0	$0	$0	$448,813	$448,813
2025	17	$0	$143,015	$313,761	$0	$0	$0	$0	$0	$456,775	$456,775
2026	18	$0	$145,160	$319,697	$0	$0	$0	$0	$0	$464,857	$464,857
2027	19	$0	$147,337	$325,722	$0	$0	$0	$0	$0	$473,060	$473,060
2028	20	$0	$149,547	$331,838	$0	$0	$0	$0	$0	$481,386	$481,386
2029	21	$0	$151,791	$338,046	$0	$0	$0	$0	$0	$489,836	$489,836
2030	22	$0	$154,067	$344,347	$0	$0	$0	$0	$0	$498,414	$498,414
2031	23	$0	$156,378	$350,742	$0	$0	$0	$0	$0	$507,120	$507,120
		$0	$3,068,274	$6,159,958	$0	$0	$0	$0	$0	$9,228,231	$3,820,261

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EXHIBIT 12

AMENDED COST BENEFIT ANALYSIS

HARRISONVILLE MARKET PLACE PROJECT

I. INTRODUCTION

This Exhibit constitutes a cost-benefit analysis pursuant to Section 99.810(5) of the Missouri Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to *99.865,* RSMo~ (the "TIF Act) the analysis shows the economic impact of the Redevelopment Project under the Harrisonville Market Place Tax Increment Financing Plan ("TIF Plan") on each taxing district that is at least partially within the boundaries of the Redevelopment Area. It includes the impact on the. economy if the project is not built and if the project is built pursuant to the TIF Plan.

II. GENERAL PROJECT DESCRIPTION

The Redevelopment Project Area (the "Redevelopment Area") comprises approximately 34.5 acres and is generally located Southwest of the intersection of Wall Street and South Commercial Street in Harrisonville, Cass County, Missouri, Under the proposed TIF Plan, the Redevelopment Area will be developed in one (I) separate Redevelopment Project. The Redevelopment Project authorized by the TIF Plan include private development and the construction of related and necessary public infrastructure (the "Redevelopment Project"). The Redevelopment Project allows for the development of approximately *34.5* acres into a 80 key hotel and a retail shopping facility comprised of approximately 182,625 square feet of gross leasable retail area, adequate parking for the facility, and .the construction of related necessary public improvements such as sidewalks, and other necessary utility infrastructure. The specific uses of the facilities within each Redevelopment Project may change, but will still generally consist of a retail/commercial use development.

The TIF Plan proposes that the area be designated a "blighted area" as defined under § *99.805(1),* RSMo.

The Projected Redevelopment Project Costs, Table 1 below, provides a summary of these activities.

Table 1
Projected Redevelopment Project Costs
Harrisonville Market Place

Tax Increment Financing Plan

LAND ACQUISITION:	$2,431,396
BUILDING CONSTRUCTION:	$32,111,525
INFRASTRUCTURE COST:	$11,320,309
SOFT COSTS:	$1,180,204
TOTAL:	$47,043,434

III. AFFECTED TAXING DISTRICTS

A number of taxing districts, which levy ad valorem taxes, are partially located within the Redevelopment Area. These include:

City of Harrisonville, Missouri

Harrisonville School District

Cass County Road and Bridge

Library District

Sheltered Workshop

Hospital Maintenance

Missouri Blind Trust (not subject to TIF)

Replacement Tax (not subject to TIF)

Also located at least partially within the Redevelopment Area are existing and proposed taxing districts which impose economic activity taxes. These include:

City of Harrisonville, Missouri - Sales Tax

Cass County - Sales Tax

Proposed Special District - Sales Tax

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Tax Increment Financing does not capture Missouri Blind Trust and the Merchants and Manufacturers Replacement Tax.

IV. SCENARIO - PROJECT BUILT PURSUANT TO PLAN

The first step of this cost-benefit analysis is to develop and describe the scenario that the project is built pursuant to the TIF Plan. As planned, the Harrisonville Market Place TIF Plan involves: the development of approximately 34.5 acres into an 80 key hotel and a retail shopping facility totaling approximately *182,625* square feet of gross leaseable retail area, including one Anchor, one Junior Anchor, supportive in-line space and several pad sites. There will also be adequate parking for the facilities and the construction of related necessary public improvements such as sidewalks, and other necessary utility infrastructure. A detailed breakout of costs for the development is attached to the TIF Plan as Exhibit 6. The following paragraphs examine the economic characteristics of the project in terms of jobs to be created and in terms of construction outlays.

A. Jobs to Be Created

Job creation resulting from the development of the Redevelopment Area pursuant to he TIF Plan will occur from two sources. The first source is jobs created as a result of construction activities during the project's development phases. The second, and ongoing, source results from employment generated by companies, firms, and business organizations locating within the Redevelopment Area.

During the construction phases of the Redevelopment Project as planned, this study projects that there will be 263 full-time annual employment equivalent jobs for the construction of the Redevelopment Project. The construction employment projection would represent a construction payroll of $7,474,978 (with construction payroll at 20% of on-site development costs) with an estimated average annual wage of approximately $30,500 per construction employee.

Once the Redevelopment Project is completed, it is estimated that the Redevelopment Project will generate *259* full-time annual employment equivalent jobs (presumes 7% of total sales will go to payroll with an average employee salary of $16,360 except for the hotel which is based on a survey of likely users). These assumptions and projections are summarized in Table 2, Projected Jobs and Payroll, page following.

Permanent Jobs:	
Net Increase in total permanent jobs. Includes some relocated jobs.	259
Projected annual payroll with avg., individual wages of $16,630.	$4,237,240
Construction:	
Estimated number of man-years for construction workers to be hired during construction phases	263
Anticipated construction payroll	$7,474,978

V. SCENARIO - PROJECT IS NOT BUILT

Section *99.810(5)* of the TIF Act, requires that an analysis be made of the direct tax effect upon the various taxing districts based upon the assumption that the Redevelopment Project is not built.

Absent the commercial development and the other public road and infrastructure improvements included in the TIF Plan, it cannot be determined what, if any, development will occur. Therefore, for the purposes of this study, it is assumed under this "Project is Not Built" scenario that the proposed Redevelopment Area will be used as its existing use which is primarily vacant land.

VI. PROJECT SPECIFIC COST BENEFIT

The next step in this study is to analyze the "Project Is Not Built" and the "Project Built Pursuant To Plan" scenarios as they relate specifically to taxing districts directly affected by the ad valorem and/or economic activity taxes.

In Tables 3 - 13 below, revenues for the "Project Is Not Built" column are projected upon the assumptions outlined in Section V. "Scenario - Project Is Not Built," above.

Revenues projected in the "Project Built Pursuant To Plan" column are summarized from more detailed projections contained m Exhibits 9, 10, and 11 presented in the TIF Plan.

In Table 3, "Projected Total Revenues: All Taxing Districts," page following, (and for each individual taxing unit in Tables 4-12, the projected combined revenue of Surplus TIF PILOTs and EATs combined with the projected revenue from Incremental Non-TIF Taxes (Real Property, Personal Property and Sales Tax) are summarized for both the 'Project is Not Built" and the "Project Is Built Pursuant To Plan" scenarios for the proposed 23-year period of the tax increment financing. Under the "Project Is Built Pursuant To Plan" scenario, Total Project Revenues for All Taxing Districts over the 23-year period is $55,837,205 compared to $5,945,079 under the "Project Not Built" scenario.

Table 3

Projected Total Revenues All Taxing Districts

Calendar Year	TIF Year	Project Is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project Is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project Is not built	Total - Project is built pursuant to plan
2009	1	$242,000	$732,550	$146,250	$4,559	$35,166	$11,928	$183,009	$258,487	$1,096,974
2010	2	$242,000	$743,538	$297,431	$4,559	$41,222	$11,928	$217,477	$258,487	$1,299,669
2011	3	$242,000	$754,691	$527,296	$4,559	$67,680	$11,928	$300,857	$258,487	$1,650,524
2012	4	$242,000	$766,012	$915,440	$4,559	$87,284	$11,928	$469,696	$258,487	$2,238,431
2013	5	$242,000	$777,502	$933,784	$4,559	$76,999	$11,928	$479,090	$258,487	$2,267,375
2014	6	$242,000	$789,164	$952,404	$4,559	$66,715	$11,928	$488,671	$258,487	$2,296,955
2015	7	$242,000	$801,002	$971,302	$4,559	$56,431	$11,928	$498,445	$258,487	$2,327,180
2016	8	$242,000	$813,017	$990,484	$4,559	$46,147	$11,928	$498,445	$258,487	$2,348,093
2017	9	$242,000	$825,212	$1,009,954	$4,559	$35,863	$11,928	$508,414	$258,487	$2,379,443
2018	10	$242,000	$837,590	$1,029,716	$4,559	$25,579	$11,928	$508,414	$258,487	$2,401,299
2019	11	$242,000	$850,154	$1,049,774	$4,559	$15,295	$11,928	$518,582	$258,487	$2,433,805
2020	12	$242,000	$862,906	$1,070,133	$4,559	$123,409	$11,928	$518,582	$258,487	$2,575,031
2021	13	$242,000	$875,850	$1,090,798	$4,559	$111,068	$11,928	$528,954	$258,487	$2,606,670
2022	14	$242,000	$888,988	$1,111,772	$4,559	$98,727	$11,928	$528,954	$258,487	$2,628,441
2023	15	$242,000	$902,323	$1,133,061	$4,559	$86,387	$11,928	$539,533	$258,487	$2,661,303
2024	16	$242,000	$915,858	$1,154,670	$4,559	$74,046	$11,928	$539,533	$258,487	$2,684,105
2025	17	$242,000	$929,595	$1,176,602	$4,559	$61,705	$11,928	$550,323	$258,487	$2,718,225
2026	18	$242,000	$943,539	$1,198,864	$4,559	$49,364	$11,928	$550,323	$258,487	$2,742,090
2027	19	$242,000	$957,692	$1,221,459	$4,559	$37,023	$11,928	$561,330	$258,487	$2,777,504
2028	20	$242,000	$972,058	$1,244,394	$4,559	$24,682	$11,928	$561,330	$258,487	$2,802,463
2029	21	$242,000	$986,639	$1,267,672	$4,559	$12,341	$11,928	$572,556	$258,487	$2,839,208
2030	22	$242,000	$1,001,438	$1,291,300	$4,559	$148,091	$11,928	$572,556	$258,487	$3,013,385
2031	23	$242,000	$1,016,460	$1,315,282	$4,559	$133,282	$11,928	$584,008	$258,487	$3,049,031
		$5,566,000	$19,943,779	$23,099,841	$104,853	$1,514,506	$274,353	$11,279,079	$5,945,206	$55,837,205

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Table 4

Projected Total Revenues - State Blind

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$20	$154	$52	$803	$72	$957
2010	2	$0	$0	$0	$20	$181	$52	$954	$72	$1,135
2011	3	$0	$0	$0	$20	$297	$52	$1,320	$72	$1,617
2012	4	$0	$0	$0	$20	$383	$52	$2,060	$72	$2,443
2013	5	$0	$0	$0	$20	$338	$52	$2,102	$72	$2,439
2014	6	$0	$0	$0	$20	$293	$52	$2,144	$72	$2,436
2015	7	$0	$0	$0	$20	$248	$52	$2,187	$72	$2,434
2016	8	$0	$0	$0	$20	$202	$52	$2,187	$72	$2,389
2017	9	$0	$0	$0	$20	$157	$52	$2,230	$72	$2,388
2018	10	$0	$0	$0	$20	$112	$52	$2,230	$72	$2,342
2019	11	$0	$0	$0	$20	$67	$52	$2,275	$72	$2,342
2020	12	$0	$0	$0	$20	$541	$52	$2,275	$72	$2,816
2021	13	$0	$0	$0	$20	$487	$52	$2,320	$72	$2,808
2022	14	$0	$0	$0	$20	$433	$52	$2,320	$72	$2,753
2023	15	$0	$0	$0	$20	$379	$52	$2,367	$72	$2,746
2024	16	$0	$0	$0	$20	$325	$52	$2,367	$72	$2,692
2025	17	$0	$0	$0	$20	$271	$52	$2,414	$72	$2,685
2026	18	$0	$0	$0	$20	$217	$52	$2,414	$72	$2,631
2027	19	$0	$0	$0	$20	$162	$52	$2,462	$72	$2,625
2028	20	$0	$0	$0	$20	$108	$52	$2,462	$72	$2,571
2029	21	$0	$0	$0	$20	$54	$52	$2,512	$72	$2,566
2030	22	$0	$0	$0	$20	$650	$52	$2,512	$72	$3,161
2031	23	$0	$0	$0	$20	$585	$52	$2,562	$72	$3,147
		$0	$0	$0	$460	$6,644	$1,203	$49,478	$1,663	$56,121

Table 5

Projected Total Revenues - City

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$132,000	$338,100	$58,500	$511	$3,943	$1,337	$20,520	$133,849	$421,062
2010	2	$132,000	$343,172	$118,973	$511	$4,622	$1,337	$24,384	$133,849	$491,150
2011	3	$132,000	$348,319	$210,918	$511	$7,589	$1,337	$33,733	$133,849	$600,559
2012	4	$132,000	$353,544	$366,176	$511	$9,787	$1,337	$52,664	$133,849	$782,170
2013	5	$132,000	$358,847	$373,514	$511	$8,633	$1,337	$53,717	$133,849	$794,711
2014	6	$132,000	$364,230	$380,961	$511	$7,480	$1,337	$54,791	$133,849	$807,463
2015	7	$132,000	$369,693	$388,521	$511	$6,327	$1,337	$55,887	$133,849	$820,429
2016	8	$132,000	$375,239	$396,194	$511	$5,174	$1,337	$55,887	$133,849	$832,494
2017	9	$132,000	$380,867	$403,982	$511	$4,021	$1,337	$57,005	$133,849	$845,875
2018	10	$132,000	$386,580	$411,886	$511	$2,868	$1,337	$57,005	$133,849	$858,339
2019	11	$132,000	$392,379	$419,910	$511	$1,715	$1,337	$58,145	$133,849	$872,148
2020	12	$132,000	$398,265	$428,053	$511	$13,837	$1,337	$58,145	$133,849	$898,300
2021	13	$132,000	$404,239	$436,319	$511	$12,453	$1,337	$59,308	$133,849	$912,319
2022	14	$132,000	$410,302	$444,709	$511	$11,070	$1,337	$59,308	$133,849	$925,389
2023	15	$132,000	$416,457	$453,224	$511	$9,686	$1,337	$60,494	$133,849	$939,861
2024	16	$132,000	$422,703	$461,868	$511	$8,302	$1,337	$60,494	$133,849	$953,368
2025	17	$132,000	$429,044	$470,641	$511	$6,919	$1,337	$61,704	$133,849	$968,307
2026	18	$132,000	$435,480	$479,545	$511	$5,535	$1,337	$61,704	$133,849	$982,264
2027	19	$132,000	$442,012	$488,584	$511	$4,151	$1,337	$62,938	$133,849	$997,685
2028	20	$132,000	$448,642	$497,757	$511	$2,767	$1,337	$62,938	$133,849	$1,012,105
2029	21	$132,000	$455,372	$507,069	$511	$1,384	$1,337	$64,197	$133,849	$1,028,021
2030	22	$132,000	$462,202	$516,520	$511	$16,604	$1,337	$64,197	$133,849	$1,059,523
2031	23	$132,000	$469,135	$526,113	$511	$14,944	$1,337	$65,481	$133,849	$1,075,673
		$3,036,000	$9,204,821	$9,239,936	$11,756	$169,811	$30,761	$1,264,648	$3,078,518	$19,879,216

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Table 6

Projected Total Revenues - School

Calendar Year	TIF Year	Project Is not built - Sales Tax	Project Is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project Is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project Is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$3,286	$25,350	$8,599	$131,927		$157,277
2010	2	$0	$0	$0	$3,286	$29,716	$8,599	$156,774	$11,885	$186,490
2011	3	$0	$0	$0	$3,286	$48,789	$8,599	$216,881	$11,885	$265,670
2012	4	$0	$0	$0	$3,286	$62,921	$8,599	$338,592	$11,885	$401,513
2013	5	$0	$0	$0	$3,286	$55,507	$8,599	$345,364	$11,885	$400,871
2014	6	$0	$0	$0	$3,286	$48,094	$8,599	$352,272	$11,885	$400,365
2015	7	$0	$0	$0	$3,286	$40,680	$8,599	$359,317	$11,885	$399,997
2016	8	$0	$0	$0	$3,286	$33,266	$8,599	$359,317	$11,885	$392,583
2017	9	$0	$0	$0	$3,286	$25,853	$8,599	$366,503	$11,885	$392,356
2018	10	$0	$0	$0	$3,286	$18,439	$8,599	$366,503	$11,885	$384,943
2019	11	$0	$0	$0	$3,286	$11,026	$8,599	$373,833	$11,885	$384,859
2020	12	$0	$0	$0	$3,286	$88,963	$8,599	$373,833	$11,885	$462,796
2021	13	$0	$0	$0	$3,286	$80,067	$8,599	$381,310	$11,885	$461,377
2022	14	$0	$0	$0	$3,286	$71,170	$8,599	$381,310	$11,885	$452,480
2023	15	$0	$0	$0	$3,286	$62,274	$8,599	$388,936	$11,885	$451,210
2024	16	$0	$0	$0	$3,286	$53,378	$8,599	$388,936	$11,885	$442,314
2025	17	$0	$0	$0	$3,286	$44,481	$8,599	$396,715	$11,885	$441,196
2026	18	$0	$0	$0	$3,286	$35,585	$8,599	$396,715	$11,885	$432,300
2027	19	$0	$0	$0	$3,286	$26,689	$8,599	$404,649	$11,885	$431,338
2028	20	$0	$0	$0	$3,286	$17,793	$8,599	$404,649	$11,885	$422,442
2029	21	$0	$0	$0	$3,286	$8,896	$8,599	$412,742	$11,885	$421,639
2030	22	$0	$0	$0	$3,286	$106,755	$8,599	$412,742	$11,885	$519,498
2031	23	$0	$0	$0	$3,286	$96,080	$8,599	$420,997	$11,885	$517,077
		$0	$0	$0	$75,586	$1,091,771	$197,775	$8,130,819	$261,475	$9,222,591

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Table 7

Projected Total Revenues - County

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$110,000	$281,750	$48,750	$165	$1,275	$433	$6,636	$110,598	$338,412
2010	2	$110,000	$285,976	$99,144	$165	$1,495	$433	$7,886	$110,598	$394,501
2011	3	$110,000	$290,266	$175,765	$165	$2,454	$433	$10,910	$110,598	$479,395
2012	4	$110,000	$294,620	$305,147	$165	$3,165	$433	$17,033	$110,598	$619,964
2013	5	$110,000	$299,039	$311,261	$165	$2,792	$433	$17,373	$110,598	$630,466
2014	6	$110,000	$303,525	$317,468	$165	$2,419	$433	$17,721	$110,598	$641,133
2015	7	$110,000	$308,078	$323,767	$165	$2,046	$433	$18,075	$110,598	$651,967
2016	8	$110,000	$312,699	$330,161	$165	$1,673	$433	$18,075	$110,598	$662,609
2017	9	$110,000	$317,389	$336,651	$165	$1,301	$433	$18,437	$110,598	$673,778
2018	10	$110,000	$322,150	$343,239	$165	$928	$433	$18,437	$110,598	$684,753
2019	11	$110,000	$326,982	$349,925	$165	$555	$433	$18,805	$110,598	$696,267
2020	12	$110,000	$331,887	$356,711	$165	$4,475	$433	$18,805	$110,598	$711,879
2021	13	$110,000	$336,865	$363,599	$165	$4,028	$433	$19,182	$110,598	$723,674
2022	14	$110,000	$341,918	$370,591	$165	$3,580	$433	$19,182	$110,598	$735,271
2023	15	$110,000	$347,047	$377,687	$165	$3,133	$433	$19,565	$110,598	$747,432
2024	16	$110,000	$352,253	$384,890	$165	$2,685	$433	$19,565	$110,598	$759,393
2025	17	$110,000	$357,537	$392,201	$165	$2,238	$433	$19,956	$110,598	$771,931
2026	18	$110,000	$362,900	$399,621	$165	$1,790	$433	$19,956	$110,598	$784,267
2027	19	$110,000	$368,343	$407,153	$165	$1,343	$433	$20,356	$110,598	$797,194
2028	20	$110,000	$373,868	$414,798	$165	$895	$433	$20,356	$110,598	$809,917
2029	21	$110,000	$379,476	$422,557	$165	$448	$433	$20,763	$110,598	$823,244
2030	22	$110,000	$385,169	$430,433	$165	$5,370	$433	$20,763	$110,598	$841,735
2031	23	$110,000	$390,946	$438,427	$165	$4,833	$433	$21,178	$110,598	$855,384
		$2,530,000	$7,670,684	$7,699,947	$3,802	$54,921	$9,949	$409,015	$2,543,751	$15,834,567

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Table 8

Projected Total Revenues - Hospital Maintenance

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$89	$686	$233	$3,572	$322	$4,259
2010	2	$0	$0	$0	$89	$805	$233	$4,245	$322	$5,050
2011	3	$0	$0	$0	$89	$1,321	$233	$5,873	$322	$7,194
2012	4	$0	$0	$0	$89	$1,704	$233	$9,169	$322	$10,873
2013	5	$0	$0	$0	$89	$1,503	$233	$9,352	$322	$10,855
2014	6	$0	$0	$0	$89	$1,302	$233	$9,539	$322	$10,842
2015	7	$0	$0	$0	$89	$1,102	$233	$9,730	$322	$10,832
2016	8	$0	$0	$0	$89	$901	$233	$9,730	$322	$10,631
2017	9	$0	$0	$0	$89	$700	$233	$9,925	$322	$10,625
2018	10	$0	$0	$0	$89	$499	$233	$9,925	$322	$10,424
2019	11	$0	$0	$0	$89	$299	$233	$10,123	$322	$10,422
2020	12	$0	$0	$0	$89	$2,409	$233	$10,123	$322	$12,532
2021	13	$0	$0	$0	$89	$2,168	$233	$10,326	$322	$12,494
2022	14	$0	$0	$0	$89	$1,927	$233	$10,326	$322	$12,253
2023	15	$0	$0	$0	$89	$1,686	$233	$10,532	$322	$12,218
2024	16	$0	$0	$0	$89	$1,445	$233	$10,532	$322	$11,977
2025	17	$0	$0	$0	$89	$1,205	$233	$10,743	$322	$11,947
2026	18	$0	$0	$0	$89	$964	$233	$10,743	$322	$11,706
2027	19	$0	$0	$0	$89	$723	$233	$10,958	$322	$11,680
2028	20	$0	$0	$0	$89	$482	$233	$10,958	$322	$11,439
2029	21	$0	$0	$0	$89	$241	$233	$11,177	$322	$11,418
2030	22	$0	$0	$0	$89	$2,891	$233	$11,177	$322	$14,068
2031	23	$0	$0	$0	$89	$2,602	$233	$11,400	$322	$14,002
		$0	$0	$0	$2,047	$29,564	$5,356	$220,175	$7,402	$249,740

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Table 9

Projected Total Revenues - Sheltered Workshop

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$25	$196	$66	$1,020	$92	$1,215
2010	2	$0	$0	$0	$25	$230	$66	$1,212	$92	$1,441
2011	3	$0	$0	$0	$25	$377	$66	$1,676	$92	$2,053
2012	4	$0	$0	$0	$25	$486	$66	$2,617	$92	$3,103
2013	5	$0	$0	$0	$25	$429	$66	$2,669	$92	$3,098
2014	6	$0	$0	$0	$25	$372	$66	$2,722	$92	$3,094
2015	7	$0	$0	$0	$25	$314	$66	$2,777	$92	$3,091
2016	8	$0	$0	$0	$25	$257	$66	$2,777	$92	$3,034
2017	9	$0	$0	$0	$25	$200	$66	$2,832	$92	$3,032
2018	10	$0	$0	$0	$25	$143	$66	$2,832	$92	$2,975
2019	11	$0	$0	$0	$25	$85	$66	$2,889	$92	$2,974
2020	12	$0	$0	$0	$25	$688	$66	$2,889	$92	$3,577
2021	13	$0	$0	$0	$25	$619	$66	$2,947	$92	$3,566
2022	14	$0	$0	$0	$25	$550	$66	$2,947	$92	$3,497
2023	15	$0	$0	$0	$25	$481	$66	$3,006	$92	$3,487
2024	16	$0	$0	$0	$25	$413	$66	$3,006	$92	$3,418
2025	17	$0	$0	$0	$25	$344	$66	$3,066	$92	$3,410
2026	18	$0	$0	$0	$25	$275	$66	$3,066	$92	$3,341
2027	19	$0	$0	$0	$25	$206	$66	$3,127	$92	$3,333
2028	20	$0	$0	$0	$25	$138	$66	$3,127	$92	$3,265
2029	21	$0	$0	$0	$25	$69	$66	$3,190	$92	$3,259
2030	22	$0	$0	$0	$25	$825	$66	$3,190	$92	$4,015
2031	23	$0	$0	$0	$25	$743	$66	$3,254	$92	$3,996
		$0	$0	$0	$584	$8,437	$1,528	$62,837	$2,113	$71,274

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Table 10

Projected Total Revenues - Library

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$102	$784	$266	$4,081	$368	$4,865
2010	2	$0	$0	$0	$102	$919	$266	$4,850	$368	$5,769
2011	3	$0	$0	$0	$102	$1,509	$266	$6,709	$368	$8,218
2012	4	$0	$0	$0	$102	$1,946	$266	$10,474	$368	$12,420
2013	5	$0	$0	$0	$102	$1,717	$266	$10,683	$368	$12,400
2014	6	$0	$0	$0	$102	$1,488	$266	$10,897	$368	$12,385
2015	7	$0	$0	$0	$102	$1,258	$266	$11,115	$368	$12,373
2016	8	$0	$0	$0	$102	$1,029	$266	$11,115	$368	$12,144
2017	9	$0	$0	$0	$102	$800	$266	$11,337	$368	$12,137
2018	10	$0	$0	$0	$102	$570	$266	$11,337	$368	$11,907
2019	11	$0	$0	$0	$102	$341	$266	$11,564	$368	$11,905
2020	12	$0	$0	$0	$102	$2,752	$266	$11,564	$368	$14,316
2021	13	$0	$0	$0	$102	$2,477	$266	$11,795	$368	$14,272
2022	14	$0	$0	$0	$102	$2,202	$266	$11,795	$368	$13,997
2023	15	$0	$0	$0	$102	$1,926	$266	$12,031	$368	$13,957
2024	16	$0	$0	$0	$102	$1,651	$266	$12.031	$368	$13,682
2025	17	$0	$0	$0	$102	$1,376	$266	$12,272	$368	$13,648
2026	18	$0	$0	$0	$102	$1,101	$266	$12,272	$368	$13,372
2027	19	$0	$0	$0	$102	$826	$266	$12,517	$368	$13,343
2028	20	$0	$0	$0	$102	$550	$266	$12,517	$368	$13,067
2029	21	$0	$0	$0	$102	$275	$266	$12,767	$368	$13,043
2030	22	$0	$0	$0	$102	$3,302	$266	$12,767	$368	$16,070
2031 -	23	$0	$0	$0	$102	$2,972	$266	$13,023	$368	$15,995
		$0	$0	$0	$2,338	$33,772	$6,118	$251,511	$8,456	$285,283

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Table 11

Projected Total Revenues - Sur Tax

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$0	$0	$360	$2,777	$942	$14,450	$1,302	$17,227
2010	2	$0	$0	$0	$360	$3,255	$942	$17,172	$1,302	$20,427
2011	3	$0	$0	$0	$360	$5,344	$942	$23,756	$1,302	$29,100
2012	4	$0	$0	$0	$360	$6,892	$942	$37,087	$1,302	$43,979
2013	5	$0	$0	$0	$360	$6,080	$942	$37,829	$1,302	$43,909
2014	6	$0	$0	$0	$360	$5,268	$942	$38,586	$1,302	$43,853
2015	7	$0	$0	$0	$360	$4,456	$942	$39,357	$1,302	$43,813
2016	8	$0	$0	$0	$360	$3,644	$942	$39,357	$1,302	$43,001
2017	9	$0	$0	$0	$360	$2,832	$942	$40,144	$1,302	$42,976
2018	10	$0	$0	$0	$360	$2,020	$942	$40,144	$1,302	$42,164
2019	11	$0	$0	$0	$360	$1,208	$942	$40,947	$1,302	$42,155
2020	12	$0	$0	$0	$360	$9,744	$942	$40,947	$1,302	$50,692
2021	13	$0	$0	$0	$360	$8,770	$942	$41,766	$1,302	$50,536
2022	14	$0	$0	$0	$360	$7,796	$942	$41,766	$1,302	$49,562
2023	15	$0	$0	$0	$360	$6,821	$942	$42,602	$1,302	$49,423
2024	16	$0	$0	$0	$360	$5,847	$942	$42,602	$1,302	$48,448
2025	17	$0	$0	$0	$360	$4,872	$942	$43,454	$1,302	$48,326
2026	18	$0	$0	$0	$360	$3,898	$942	$43,454	$1,302	$47,351
2027	19	$0	$0	$0	$360	$2,923	$942	$44,323	$1,302	$47,246
2028	20	$0	$0	$0	$360	$1,949	$942	$44,323	$1,302	$46,272
2029	21	$0	$0	$0	$360	$974	$942	$45,209	$1,302	$46,184
2030	22	$0	$0	$0	$360	$11,693	$942	$45,209	$1,302	$56,902
2031	23	$0	$0	$0	$360	$10,524	$942	$46,113	$1,302	$56,637
		$0	$0	$0	$8,279	$119,585	$21,663	$890,597	$29,942	$1,010,182

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Exhibit 12 – Page 14

Table 12

Projected Total Revenues - Special District

Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Sales Tax	Project is built pursuant to plan - Sales Tax	Project is not built - Pers. Prop. Tax	Project is built pursuant to plan - Pers. Prop. Tax	Project is not built - Real Prop. Tax	Project is built pursuant to plan - Real Prop. Tax	Total - Project is not built	Total - Project is built pursuant to plan
2009	1	$0	$112,700	$39,000	$0	$0	$0	$0	$0	$151,700
2010	2	$0	$114,391	$79,315	$0	$0	$0	$0	$0	$193,706
2011	3	$0	$116,106	$140,612	$0	$0	$0	$0	$0	$256,719
2012	4	$0	$117,848	$244,117	$0	$0	$0	$0	$0	$361,965
2013	5	$0	$119,616	$249,009	$0	$0	$0	$0	$0	$368,625
2014	6	$0	$121,410	$253,974	$0	$0	$0	$0	$0	$375,384
2015	7	$0	$123,231	$259,014	$0	$0	$0	$0	$0	$382,245
2016	8	$0	$125,080	$264,129	$0	$0	$0	$0	$0	$389,209
2017	9	$0	$126,956	$269,321	$0	$0	$0	$0	$0	$396,277
2018	10	$0	$128,860	$274,591	$0	$0	$0	$0	$0	$403,451
2019	11	$0	$130,793	$279,940	$0	$0	$0	$0	$0	$410,733
2020	12	$0	$132,755	$285,369	$0	$0	$0	$0	$0	$418,124
2021	13	$0	$134,746	$290,879	$0	$0	$0	$0	$0	$425,626
2022	14	$0	$136,767	$296,473	$0	$0	$0	$0	$0	$433,240
2023	15	$0	$138,819	$302,150	$0	$0	$0	$0	$0	$440,969
2024	16	$0	$140,901	$307,912	$0	$0	$0	$0	$0	$448,813
2025	17	$0	$143,015	$313,761	$0	$0	$0	$0	$0	$456,775
2026	18	$0	$145,160	$319,697	$0	$0	$0	$0	$0	$464,857
2027	19	$0	$147,337	$325,722	$0	$0	$0	$0	$0	$473,060
2028	20	$0	$149,547	$331,838	$0	$0	$0	$0	$0	$481,386
2029	21	$0	$151,791	$338,046	$0	$0	$0	$0	$0	$489,836
2030	22	$0	$154,067	$344,347	$0	$0	$0	$0	$0	$498,414
2031	23	$0	$156,378	$350,742	$0	$0	$0	$0	$0	$507,120
		$0	$3,068,274	$6,159,958	$0	$0	$0	$0	$0	$9,228,231

Conceptually, the positive impact on revenue sources for the taxing districts could be negated by corresponding increases in the cost of providing services to the Redevelopment Area. Several factors, however, mitigate against an increase in the cost of providing services in excess of the increased revenues projected pursuant to the TIF Plan. Also, since the infrastructure in the Redevelopment Area will be new, little or no maintenance will be required for the first 15 years of the Plan though the Redevelopment Area will be providing significant revenues.

For the types of services provided by most of the individual taxing units, the Redevelopment Project represents a significant increase in revenues with a limited increase in the demand for services. Given the projected increase in revenues to the taxing districts and the absence of a reason to assume significantly increased service costs from redevelopment, this study concludes that, the cost benefit ratio of the proposed TIF Plan is positive.

VII. GENERAL ECONOMIC IMPACT

The previous sections of this study have provided a cost benefit analysis of the economic impact of the TIF Plan on each taxing district that is at least partially within the boundaries of the Redevelopment Area. In this section, the general economic impact is analyzed assuming that the Redevelopment Project is built pursuant to the TIF Plan. The analysis includes both the economic impact of the construction outlays and employment and the impact of the employment resulting from permanent jobs created within the Redevelopment Area.

A. The Effects of Redevelopment on the Local Economy

This General Economic Impact analysis addresses the effects of Redevelopment Project's construction outlays and the permanent jobs on the local economy. The purpose is to measure the general economic impact of employment and income generated by the construction activity and the development itself. The data for this analysis is set forth in Table 1, "Projected Redevelopment Project Costs," above; and Table 2, "Projected Jobs and Payroll," above. In those tables are estimates of jobs to be created and income to be generated by the activity. It is possible to analyze the impact on employment, income, and economic output generated by the construction of the Redevelopment Project.

Mid-twentieth century academic research in regional and urban economics produced theories of relationships between employment, income, and population that are fundamental to studies such as are needed for justification of the TIF Plan. Building on even earlier input/output relationships for the nation, and on updated and expanded industrial information, the U.S. Department of Commerce developed methodology for regional input/output multipliers. As an example of the application of the multipliers, the Department of Defense has used the methods to calculate the regional impacts of defense expenditures, and the impact of the closing of military facilities.

The urban economic base research provides the fundamental precept for expansive use of industry input/output analysis such as developed by the Bureau of Economic Activity. Economic "base" theory says, in essence, that a community cannot grow by taking in its own wash. An area must generate income from outside its boundaries in order to experience real income, employment, and population growth. The company or institution selling its goods and services beyond its area of residence brings in income from outside. Those employed directly in that activity area are called "basic" employees. They, in turn, buy goods and services (food, beauty, dry cleaning, clothing and home furnishings, and other goods and services) from fellow citizens within the area. Those providing goods and services to people within the area are referred to, in economic base theory, as "service" employees. Depending upon the nature and quality of the "basic" jobs, one unit of basic employment will support typically, two units of service employment (a basic-to-service multiplier of 1 to 2), and will support a population of six persons (a basic: employment to population multiplier of 1 to 6).

This redevelopment is likely to result in the addition of 263 jobs with a corresponding payroll of $7,474,978 for the period of construction and the addition of 259 permanent jobs for the City of Harrisonville with a corresponding payroll of $4,237,240 per year. Given the nature of the jobs and the extent of economic development, it is reasonable to assume that there will be a corresponding multiplier effect on other jobs and revenues in the community. Based upon the general economic base theory discussed above, the permanent jobs may alone produce *526* additional jobs with a corresponding increase in income for the City of Harrisonville and associated increased taxes for sales and possibly personal and real property. If the multiplier for basic employment is 2; meaning for each dollar of payroll one dollar will be spent on other goods and services (an extremely low multiplier), the total annual impact on Harrisonville's economy from the project will be $8,474,480 in the early years and more thereafter The hefty economic impact assumes no basic employment to population multiplier If a basic employment to population multiplier of 2 is added to the equation, the total annual economic impact of the project after construction would rise to $12,711,720.

EXHIBIT 13 –

RELOCATION PLAN

CITY OF HARRISONVILLE, MISSOURI

The following Relocation Policy shall apply to any plan, project, or area for redevelopment under the operation of Chapter 99 R.S.Mo., Chapter 100 R.S.Mo., or Chapter 353 R.S.Mo., which was filed for approval, approved or amended on or after August 26, 2006 and which proposes or includes within its provisions or necessitates displacement of persons, when such displacement is not subject to the provisions of the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 to 4655, as amended) or to subsection 1 of Section 523.205 R.S.Mo.:

1. As used herein, the following terms shall mean:

"Business", any lawful activity which is conducted:

(a) Primarily for the purchase, sale or use of personal or real property or for the manufacture, processing or marketing of products or commodities; or

(b) Primarily for the sale of services to the public;

"Decent, safe and sanitary dwelling", a dwelling which meets applicable housing and occupancy codes. The dwelling shall:

(a) Be structurally sound, weathertight, and in good repair;

(b) Contain a safe electrical wiring system;

(c) Contain an adequate heating system;

WA 872219.2

(d) Be adequate in size with respect to the number of rooms needed to accommodate the displaced person; and

(e) For a handicapped person, be free of barriers which would preclude reasonable ingress, egress, or use of the dwelling;

"Displaced person", any person that moves from the real property or moves his personal property from the real property permanently and voluntarily as a direct result of the acquisition, rehabilitation or demolition of, or the written notice of intent to acquire such real property, in whole or in part, for a public purpose;

"Handicapped person", any person who is deaf, legally blind, or orthopedically disabled to the extent that acquisition of another residence presents a greater burden than other persons would encounter or to the extent that modifications to the replacement residence would be necessary;

"Initiation of negotiations", the delivery of the initial written offer of just compensation by the acquiring entity, to the owner of the real property, to purchase such real property for the project, or the notice to the person that he will be displaced by rehabilitation or demolition;

"Person", any individual, family, partnership, corporation, or association;

"Urban redevelopment corporation", as defined in Section 353.020 R.S.Mo.

2. Every urban redevelopment corporation acquiring property within a redevelopment area shall submit a relocation plan as part of the redevelopment plan. The relocation plan shall comply with all applicable provisions of this Relocation Policy.

3. Unless the property acquisition under any plan, project, or area for redevelopment approved under the operation of Chapter 99 R.S.Mo., Chapter 100 R.S.Mo., or Chapter 353 R.S.Mo., is subject to federal relocation standards or subsection 1 of Section 523.205 R.S.Mo., any such plan approved in connection with such property acquisition shall include a relocation plan which shall, either by incorporation of this Relocation Policy or by express provision therein, provide for the following:

WA 872219.2

(a) Payments to all eligible displaced persons who occupied property to be acquired for not less than 90 days prior to the initiation of negotiations who are required to vacate the premises;

(b) A program for identifying special needs of displaced persons with specific consideration given to income, age, size of family, nature of business, availability of suitable replacement facilities and vacancy rates of affordable facilities;

(c) A program of referrals of displaced persons with provisions for a minimum of three decent, safe, and sanitary housing referrals for residential persons or suitable referral sites for displaced businesses, a minimum of ninety days' notice of referral sites for handicapped displaced persons and sixty days' notice of referral sites of all other displaced persons prior to the date such displaced persons are required to vacate the premises and arrangements for transportation to inspect referral sites;

(d) Every displaced residential person shall be given a 90-day notice to vacate, prior to the date such displaced person is required to vacate the premises; and

(e) Every displaced business shall be given a 150-day notice to vacate, prior to the date such displaced person is required to vacate the premises.

4. All displaced residential persons eligible for payments shall be provided with relocation payments based upon one of the following, at the option of the person:

(a) A $500 fixed payment; or

(b) Actual reasonable costs of relocation including actual moving costs, utility deposits, key deposits, storage of personal property up to one month, utility transfer and connection fees and other initial rehousing deposits including first and last month's rent and security deposit.

5. All displaced businesses eligible for payments shall be provided with relocation payments based upon the following, at the option of the business:

(a) A $1,500 fixed payment; or

(b) Actual costs of moving including costs for packing, crating, disconnection, dismantling, reassembling, and installing all personal equipment and costs for relettering similar signs and similar replacement stationery.

WA 872219.2

6. If a displaced person demonstrates the need for an advance relocation payment, in order to avoid or reduce a hardship, the developer or the City shall issue the payment subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished. Payment for a satisfactory claim shall be made within 30 days following receipt of sufficient documentation to support the claim. All claims shall be filed with the displacing agency within six months after:

(a) For tenants, the date of displacement; or

(b) For owners, the date of displacement or the final payment for the acquisition of the real property, whichever is later.

7. Any displaced person, who is also the owner of the premises, may waive relocation payments as part of negotiations for acquisition of the interest held by such person. Such waiver shall be in writing, shall disclose the person's knowledge of the provisions of Section 523.205, R.S.Mo. and his entitlement to payment and shall be filed with the acquiring public agency.

8. All persons eligible for relocation benefits shall be notified in writing of the availability of such relocation payments and assistance concurrent with the notice of referral sites a required in subdivision (3) of subsection 5 of Section 523.205 R.S.Mo.

9. Any urban redevelopment corporation, its assigns or transferees, which has been provided any assistance under the operation of Chapter 99 R.S.Mo., Chapter 100 R.S.Mo., Chapter 353 R.S.Mo., or Chapter 523 R.S.Mo., with land acquisition by the City, shall be required to make a report to the Board of Aldermen or appropriate public agency which shall include, but not be limited to, the addresses of all occupied residential building and structures within the redevelopment area and the names and addresses of persons displaced by the redeveloper and specific relocation benefits provided to each person, as well as a sample notice provided to each person.

10. An urban redevelopment corporation which fails to comply with the relocation requirements provided in Section 523.205 R.S.Mo., shall not be eligible for tax abatement as provided for in Chapter 353 R.S.Mo.

11. The requirements set out herein shall be considered minimum standards. In reviewing any proposed relocation plan under the operation of Chapter 99 R.S.Mo., Chapter 100

WA 872219.2

EXHIBIT B

FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI AND HARRISONVILLE MP, LLC FOR THE HARRISONVILLE MARKET PLACE TAX INCREMENT FINANCING PLAN

FIRST AMENDED AND RESTATED

TAX INCREMENT FINANCING

REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

HARRISONVILLE MP, LLC

FOR THE

HARRISONVILLE MARKET PLACE

TAX INCREMENT FINANCING PLAN

EXHIBITS

FIRST AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

THIS AGREEMENT, is hereby entered into this 2 day of February, 2009, by and between THE CITY OF HARRISONVILLE, MISSOURI (the "City") and HARRISONVILLE MP, LLC, the developer selected by the City (the "Developer") to implement its Plan of redevelopment more fully described herein.

Recitals

A. The Tax Increment Financing Commission of Harrisonville, Missouri (the "Commission") on December 18, 2006, recommended that the City approve the Harrisonville Market Place Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan and determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Redevelopment Area"). The Redevelopment Plan provides for the construction of one (1) redevelopment project in Harrisonville, Missouri (the "Redevelopment Project"), which anticipates the construction of approximately 243,895 gross square feet of improvements, the majority of which, to be used for the operation of businesses conducting retail sales, in the portion of the Redevelopment Area (the "Redevelopment Project Area") designated on **Exhibit B** as "Redevelopment Project Area", together with the installation, repair, construction, reconstruction and relocation of certain streets and utilities; and

B. The Commission further recommended that the City select Simmons Investments, Inc. as the Developer to implement the Redevelopment Project of the Redevelopment Plan.

C. By Ordinance No.2982, adopted by the Board of Aldermen of the City of Harrisonville (the "Board of Aldermen") on March 19, 2007, the City approved the Redevelopment Plan, declared the Redevelopment Area as a Blighted Area, selected the Developer to implement the Redevelopment Project of the Redevelopment Plan, and authorized the City to enter into a redevelopment agreement (the "Redevelopment Agreement") with the Developer for the implementation of the Redevelopment Project described in the Redevelopment Plan.

E. On March 19, 2007, the Board of Aldermen adopted Ordinance No. 2983, designating the Project Area in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 RSMo 2000, as amended (the "Act").

F. After passage of the Ordinance approving the Redevelopment Plan and naming Simmons Investments, Inc. the developer, Simmons Investments, Inc. assigned its rights and duties under the Redevelopment Agreement to Harrisonville MP, LLC.

G. In October, 2008, an Amendment to the Harrisonville Market Place Tax Increment Financing Plan (the "Amended Plan") was submitted to the Harrisonville Tax Increment Financing Commission ("Commission") by Harrisonville MP, LLC.

H. The Amended Plan includes revisions to the estimated reimbursable project costs.

I. On December 16, 2008, the Harrisonville Tax Increment Financing Commission considered the amendment to the Harrisonville Market Place Tax Increment Financing Commission and recommended to the Board of Aldermen that the amendment be approved.

J. By Ordinance No. 3073, adopted by the Board of Aldermen on February 2, 2009, the city approved the amendment to the Redevelopment Plan and authorized the City to enter into this First Amended and Restated Redevelopment Agreement (the "Agreement") with Harrisonville MP, LLC (the "Developer") for the implementation of the Redevelopment Project described in the Amended Redevelopment Plan.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Rules of Interpretation.

A. All capitalized words or terms used in this Agreement and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto, and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this section unless the context in which such words and terms are used clearly requires otherwise.

B. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided however, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 36 of this Agreement.

(2) The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, and exhibit references are to this Agreement unless otherwise specified. Whenever an item, or items, are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions, and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

2. Definitions.

(a) "Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete plating, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use;

(b) "City," the City of Harrisonville, Missouri;

(c) "City Code," the Code of Ordinances of the City of Harrisonville, Missouri;

(d) "Board of Aldermen," the governing body of Harrisonville, Missouri;

(e) "City Treasurer," the Financial Services Director of the City of Harrisonville, Missouri, or his or her designee;

(f) "Commission," the Tax Increment Financing Commission of Harrisonville, Missouri;

(g) "County Assessor," the assessor of Cass County, Missouri;

(h) "County Collector," the collector of Cass County, Missouri;

(i) "Debt Service," the amount required for the payment of interest and principal on TIF Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the TIF Obligations to retire or secure the TIF Obligations;

(j) "Developer," Harrisonville MP, LLC., its successors and assigns;

(k) "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited;

(l) "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes that are imposed by the City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Area, while tax increment financing remains in effect, excluding licenses, fees or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act;

(m) "Ordinance," an ordinance enacted by the Board of Aldermen;

(n) "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to retire TIF Obligations and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after the Redevelopment Project to be developed in the Redevelopment Area is approved by an Ordinance of the Board of Aldermen. Payments in lieu of taxes that are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo;

(o) "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which payments in lieu of taxes are to be deposited;

(p) "Redevelopment Plan," the Harrisonville Market Place Tax Increment Financing Plan and any and all amendments;

(q) "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and the Redevelopment Project as shown on **Exhibit C** attached hereto. Such costs include, but are not limited to, the following:

(1) Costs of studies, surveys, plans and specifications; professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services, and including the reasonable costs incurred by the City or the Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and the Redevelopment Project;

(2) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(3) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

(4) Financing costs, including, but not limited to, (i) all necessary and incidental expenses related to any interim loans obtained by the Developer for the purpose of funding the Reimbursable Project Costs and (ii) all necessary and incidental expenses related to the issuance of TIF Obligations, and which may include payment of interest on any TIF Obligations issued hereunder accruing during the estimated period of construction of the Redevelopment Projects for

which such TIF Obligations are issued and including reasonable reserves related thereto;

(5) Costs of construction of public works or improvements;

(6) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(7) Payments in lieu of taxes.

(r) "Reimbursable Project Costs," the portion of Redevelopment Project Costs that, pursuant to the Redevelopment Plan and this Agreement, are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes or the proceeds of TIF Obligations and Special District Revenues, and which costs include those as are set forth in **Exhibit C** attached hereto plus all actual Financing Costs and Reimbursable Project Costs to include those costs incurred by the City or the Developer as a result of preparing, reviewing and adopting the Redevelopment Plan and the Redevelopment Project; designation of the Redevelopment Area and the Redevelopment Project Area; planning, financing, acquiring and constructing the Redevelopment Project and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project; the implementation of the Redevelopment Plan; and the management of the Special Allocation Fund as well as any and all costs associated with formation of the Special District;

(s) "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are deposited for the purpose of paying Redevelopment Project Costs and TIF Obligations incurred in the payment thereof;

(t) "Special District Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by one or both of the Special Districts;

(u) "Special Districts," two Transportation Development Districts, one over the proposed grocery store user and one over the remaining Redevelopment Project Area established by the Developer pursuant to Sections 238.200 to 238.275 RSMo 2000;

(v) "Taxing Districts," any political subdivision of this state having the power to levy taxes;

(w) "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City pursuant to the Act to carry out the Redevelopment Project and related improvements or to fund outstanding obligations;

(x) "Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment

Project Area immediately after tax increment financing for such area has been approved by the Board of Aldermen by an Ordinance.

3. Redevelopment Area. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in **Exhibit A**, attached hereto.

4. Redevelopment Project Area. The Redevelopment Area will be developed within the area more specifically identified in **Exhibit B** as the Redevelopment Project Area, all in accordance with the provisions of the Redevelopment Plan. Tax increment financing for the Redevelopment Project Area shall become effective only upon the approval thereof by an Ordinance of the Board of Aldermen; provided, however, that any such Ordinance may be changed, modified and/or amended only in accordance with the Act by appropriate Ordinance passed by the Board of Aldermen, upon the recommendation of the Commission. The Developer has been designated by the City as Developer for the Redevelopment Project Area.

5. Redevelopment Project and Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Agreement, to ameliorate or satisfy those conditions that are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area, the Developer shall cause the Redevelopment Project Area to be developed as the Redevelopment Project. In conjunction with the Redevelopment Project, the Developer shall fund and/or construct or cause to be constructed those improvements as set forth in the Redevelopment Plan (the "Project Improvements"). The Project Improvements include those improvements associated with the construction of a retail center of approximately 243,895 gross square feet and related public infrastructure improvements in accordance with the Redevelopment Plan, this Agreement, a plan document as required for the applicable zoning district for each parcel, and all other applicable laws and regulations.

6. Funding Sources and Uses of Funds.

A. Private Funds. Private funds (the "Private Funds") will be the total of the Developer's equity, equity investment provided by third parties, and debt incurred by the Developer. Private Funds shall be used for funding of the Project Improvements. As provided in this Agreement and pursuant to **Exhibit C**, the Developer shall be reimbursed for that portion of the Project Improvement costs that are described as Reimbursable Project Costs from the proceeds of TIF Obligations or, in the event TIF Obligations are not issued, from Economic Activity Taxes and Payments in Lieu of Taxes generated by the Redevelopment Project and deposited in the Special Allocation Fund.

B. TIF Obligations. The proceeds from TIF Obligations may be used to fund actual Reimbursable Project Costs in accordance with **Exhibit C**, along with underwriting fees, original issue discounts, legal fees, and other costs of issuance associated with the TIF Obligations.

7. Reimbursable Cost Categories. The Developer shall have the right and ability to adjust Developer Reimbursable Project Costs (as defined in the Redevelopment Plan) within, and among, reimbursable expense categories as shown on **Exhibit C**, so long as the total amount of Developer Reimbursable Project Costs does not exceed the total principal aggregate amounts shown on **Exhibit C** plus any actual Financing Costs, any actual costs associated with the

formation of the Special District or any actual costs attributable to City's administrative costs as contemplated by Section 41 of this Agreement.

8. Project Budget.

A. The Project Improvements shall be constructed substantially in accordance with the Project Budget attached hereto as **Exhibit C**.

B. The Developer shall promptly notify the City of any material changes in **Exhibit C** that occur after the City's approval of the Redevelopment Plan.

9. Development Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Project Area be substantially commenced and completed on or before the dates set forth in **Exhibit D**, attached hereto and incorporated herein by reference (the "Development Schedule"). The parties hereto recognize and agree that market conditions, timely approval, funding and completion of Project Improvements and other conditions may affect the Development Schedule for the Project Improvements. Therefore, the Development Schedule for the Project Improvements is subject to change and/or modification, with the written approval of the City, which shall not be unreasonably withheld. In order to implement the Development Schedule, the City will endeavor to facilitate the timely passage of the Ordinance approving the Redevelopment Project referred to in Section 4. The Developer shall render such reasonable aid and assistance as requested by the City to insure favorable consideration of such Ordinances referred to in Section 4 by the Board of Aldermen. If the Developer does not comply with the Development Schedule as set forth above for reasons other than a City failure to complete its obligations under this Agreement, then, unless the Developer requests an amendment of such Development Schedule prior to such failure and as a result of such request for an amendment of the Development Schedule, the amendment is so approved by the City, the City may require the Developer to appear before the Board of Aldermen to show cause why this Agreement shall not be terminated in accordance with Section 33 hereof.

10. Developer's Duties. Subject to the City's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the Developer's duties are as follows:

A. The Developer shall comply with all applicable laws, ordinances, rules and regulations, and the provisions of this Agreement. The Developer shall also comply with the provisions of the Redevelopment Plan to the extent said documents are not inconsistent with this Agreement.

B. Subject to the provisions of Section 8, the Developer shall construct all Project Improvements and shall complete all other development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule (**Exhibit D**). Changes in the redevelopment program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties hereto.

C. Subject to the provisions of Section 8 and Section 9, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, **Exhibit D** attached hereto, for such activities.

D. Subject to the provisions of Section 8, the Developer shall construct or cause the construction of the public infrastructure portions of the Project Improvements in accordance with the provisions of the City Code applicable requirements and of any other governmental authority having jurisdiction over the improvement.

E. The Developer shall take all necessary actions that are within the reasonable control of the Developer to amend the Harrisonville Market Place Transportation Development District A ("District A") and the Harrisonville Market Place Transportation Development District B ("District B") (collectively, " Special Districts") to expand the boundaries of District B to include an adjacent parcel and extend the time for collection of the sales tax in both District A and District B all in accordance with Chapter 238 RSMo 2000, as amended. Upon approval of the expansion of District B's boundaries and extension of time for collection of District Sales Tax, the Special Districts shall enter into a cooperative contract with the City (the "Special District Contract"). Neither the Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the imposition of a sales tax within the boundaries of the Special Districts at the minimum rate of one-half of one percent (1/2%) for District A and one percent (1%) for the District B.

11. City's Duties. Subject to the Developer's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the City hereby agrees as follows:

A. The City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payments in Lieu of Taxes and Economic Activity Taxes as set forth in the Act generated from the Redevelopment Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Jurisdictions from such Taxing Jurisdictions, the City shall deposit such funds in the Special Allocation Fund.

B. The City shall take all necessary action to issue TIF Obligations as soon as practical after the date of this Agreement, in such amount as is necessary to produce net project funds, when combined with the Special District Obligations, in an amount that is mutually acceptable to the Developer, the City and the City's Underwriter.

C. The City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs as specified in Section 24 and Section 25, as appropriate, herein; subject, however, to the provisions of Section 12 hereof.

D. Tax Increment Financing for the Redevelopment Project Area shall become effective upon the approval thereof by a separate Ordinance of the Board of Aldermen. The City shall take all such actions as are necessary to ensure the timely consideration by the Board of Aldermen of such Ordinance.

E. The City shall take all reasonable actions to cooperate with the Developer in the Developer's duty to establish the Special Districts as specified in Section 10.e. herein, including entering into the Special District Contract.

12. Conditions Precedent.

A. To City's Duties. The City's obligations to issue TIF Obligations as described in Section 11.b. of this Agreement shall be subject to the occurrence of the following events.

(1) The Special Districts as defined herein, have been established, Special District sales taxes at rates as defined herein have been imposed on all properties within the boundaries of the Special Districts, and the Special District Contract has been executed as specified in Section 10.e. herein.

(2) Developer has reasonably satisfied all of the underwriting requirements within the control of the Developer that are imposed by the City's Underwriter of such TIF Obligations.

B. To Developer's Duties. The Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule, **Exhibit D** hereto:

(1) The City's approval of the Developer's financing plan.

(2) The City's timely approval of all required zoning, subdivision and permit applications.

(3) The successful amendment of the Special Districts as provided in Section 10.e. herein and issuance of TIF Obligations in amounts sufficient to produce net project funds, when combined with the Special District Obligations, in an amount reasonably satisfactory to the Developer.

13. Tenant Approvals. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Project Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City shall have the reasonable right to review and approve the following users within the Redevelopment Area:

A. Existing Users in the City. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Area for a period ending twenty-four (24) calendar months from the date of the the Redevelopment Agreement (the "Relocation Period"), which has the following characteristics: (i) directly causes a reduction in the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or (ii) reduces the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs and (iii) is then open and operating in the City. After the Relocation Period has lapsed, this subsection 13.a., shall have no further force and effect.

For the purpose of this section and notwithstanding the foregoing, the following relocated tenants are hereby approved by the City without further action of the Developer, to be relocated into the Redevelopment Area from and after the date this Agreement: Balls Price Chopper, CVS Pharmacy, and any other user currently located in the City that seeks to expand its current operation by adding no less than twenty-five percent (25%) finished floor space to the planned location within the Redevelopment Area as compared to its prior location in the City it seeks to vacate; provided that with regard to said other users (other than Price Chopper and CVS), the Developer demonstrates to the City that it has made reasonable efforts to first attract retail businesses not currently located within the City before considering relocation of said existing businesses that seek to expand their finished floor space as provided herein.

B. Restaurants. For a period ending twenty-four (24) calendar months from the date of the the Redevelopment Agreement, the Developer shall not lease or sell more than two (2) of the outparcel lots in the Redevelopment Project Area for use as a Fast Food Restaurant as hereinafter defined without City approval, which approval shall not be unreasonably withheld. After the lapse of the twenty-four (24) month period described in the immediately proceeding sentence, Developer may lease or sell up to two (2) more outparcel lots for use as a Fast Food Restaurant for a total of four (4) without any further approval from the City as required by this subsection 13.b. provided that the Developer demonstrates to the City that it has made reasonable efforts to first attract retail businesses or restaurants other than Fast Food Restaurants as hereinafter defined. For the purpose of this section, a Fast Food Restaurant shall be defined as a restaurant that typically has two or more of the following characteristics:

(1) A "drive through" window;

(2) Less than 15 tables for the service of customers;

(3) No menu items in excess of $6.00;

(4) No waiter or waitress service; and

(5) No Liquor, wine or beer sales.

For the purpose of this section and notwithstanding the foregoing, (i) the following restaurants or reasonably similar restaurants shall be considered to be Fast Food Restaurants: McDonalds, Wendy's, Burger King, White Castle, Hardees, Jack in the Box, and Carl's Jr. and (ii) the following restaurants or reasonably similar restaurants shall not be considered to be fast food restaurants: Panera Bread, Chipotle, Red Robin, Steak 'n Shake, Fazoli's, Culver's and Starbucks.

C. Used or Second Hand Merchandise Stores. Without City approval, the Developer shall not lease or sell space in the Redevelopment Project Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop or a flea market.

D. Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) gasoline station/convenience store on an outparcel lot in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel and oil is be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers. As used herein, a gasoline station/convenience store shall not include a gasoline sales facility constructed and operated by a retail store whose primary business is not gasoline sales.

E. Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, sell or lease any of the Redevelopment Project Area to a store whose primary business is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided that an auto repair business or similar business as described herein shall not include a retail business whose primary business is the sale of and installation of tires for motor vehicles. For the purpose of this section and notwithstanding the foregoing, the following shall shall not be considered to be automobile repair businesses: NTB, Jiffy Lube, and Quaker State Lube, but in no event may any business have garage doors directly facing any public street.

F. Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease any portion of the Redevelopment Project Area to non-sales tax generating businesses such as office uses, banks, or fitness centers; provided however, that the Developer is hereby authorized without further approval or consent from the City pursuant to this subsection 13.f., to locate a bank use of no more than 10,000 square feet of finished floor area on the ground floor level, plus such other non-sales tax generating businesses as may occupy no more than 20% of the small shop space as referenced in Exhibit 4 of the Redevelopment Plan as Shops A, Shops B and Shops C.

14. Intentionally Left Blank

15. Design Criteria and Review Procedures.

A. The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements as a part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as "Land Use Approvals") in order to create an integrated, unified design.

B. Construction plans for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, Commercial Design Guidelines attached hereto as Exhibit E and this Agreement. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of this Agreement, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

(1) No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to, or a waiver of compliance with, the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of

the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of Project Improvements and until said Project Improvements have been completed, the Developer shall, as part of the report required by Section 16, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period the work of the Developer shall be subject to inspection by representatives of the City as described in Section 17.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them, arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or construed to be a determination that the same are in compliance with any laws, regulations or ordinances, nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

16. Progress Reports.

A. On October 31 of each year until all Project Improvements are completed, the Developer shall report to the Board of Aldermen the progress of its implementation of the Redevelopment Project. At the first regularly-scheduled meeting of the Board of Aldermen following the fifth anniversary of the date of the approval of the Redevelopment Plan by the City, and on each five-year anniversary thereafter so long as the Redevelopment Project shall remain in effect, the Developer shall prepare and submit to the Board of Aldermen a detailed report on the progress of implementation of the Redevelopment Project. Such report shall include at least the following information and may contain such other information with regard to the Redevelopment Project as the Developer wishes to submit or the City may reasonably require:

(1) Project Improvements completed;

(2) Status of Project Improvements in progress but not yet completed;

(3) Actual assessed value of the Redevelopment Project Area before and after completion of the Project Improvements as compared to Redevelopment Plan estimates;

(4) Actual payments in lieu of taxes as compared to Redevelopment Plan estimates;

(5) Actual Redevelopment Project Costs in the Redevelopment Project Area compared to Redevelopment Plan estimates;

(6) Actual start and completion dates of Project Improvements in the Redevelopment Project Area compared to Redevelopment Plan estimates; and

(7) Estimated start date of Project Improvements not yet commenced at date of report.

B. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

17. Control of Project. Except as otherwise provided in this Agreement, the Developer shall have complete and exclusive control over the construction of the Project Improvements that it owns or controls; subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and all other applicable provisions of the City Code. As to all parts of the Redevelopment Project, the Developer hereby grants to the City, its agents and employees the right to enter at reasonable times after reasonable notice for the purpose of inspecting the Redevelopment Project.

18. Compliance with Laws. At all times during the term of this Agreement and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force, or that may be enacted hereafter which pertain to the ownership, occupancy, use and operation of the Redevelopment Project and the Redevelopment Project Area.

19. Certificate of Compliance. Upon the completion of the Redevelopment Project, the Developer shall submit a report certifying that the Project Improvements necessary or appropriate for that project have been completed in accordance with the Redevelopment Plan and that it is in compliance with all other provisions of this Agreement. The Developer shall, as part of its report, submit its certificate setting forth (a) the total cost of completing the Project Improvements and (b) Redevelopment Project Costs incurred that are eligible for reimbursement pursuant to the Redevelopment Plan or that have been paid for with private funds. The City may conduct an investigation and if the City determines that such project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by a Certificate of Occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Agreement have been performed, including formation of the Special District, then it shall issue a Certificate of Completion and Compliance and certify Redevelopment Project Costs as eligible for reimbursement. If the City determines that such project has not been completed in accordance with the provisions of the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that the Developer is not in compliance with the terms of this Agreement, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its

certification. Upon request of the Developer, the City shall hold a hearing at which the Developer may present new and/or additional evidence.

A. The certification by the City shall be the determination of the satisfaction and release of the covenants in this Agreement, with respect to the obligations of the Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Agreement.

B. Each such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form acceptable to the Parties.

20. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for the Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in the Redevelopment Area.

B. Failure to pay Payments in Lieu of Taxes as to any property in the Redevelopment Project Area shall constitute a default by the owner, assignee and/or tenant of such property of the provisions of Section 33 hereof, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such the Redevelopment Project Area as in other delinquent property tax cases, or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, or of the principal of and interest on, any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in the Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of each of the Redevelopment Project Area by Ordinance of the Board of Aldermen, the City shall use all reasonable and diligent efforts to promptly notify the County Collector, the City Treasurer and all other appropriate officials and persons and seek to fully implement the payments in lieu of taxes and reimbursements of Redevelopment Project Costs as provided in this Agreement and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary herein, the lien on property within the Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by the Board of Aldermen as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

21. Economic Activity Taxes.

In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the City Treasurer, who shall deposit such funds in the Economic Activity Account. Following the approval of the Redevelopment Project, for as long as the Redevelopment Project Area is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. The Developer, its successors and assigns shall provide the City with documentation of sales tax receipts for each business in the Redevelopment Project Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within the Redevelopment Project Area. The Developer shall include provisions substantially similar to the provision as specified in Section 27 herein in all lease documents with tenants located within the Redevelopment Project Area requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales agreements with purchasers of property located in the Redevelopment Project Area requiring said sales tax information to be provided to the City. The Developer shall enforce said provisions to the maximum extent permitted by law, and the Developer hereby agrees that each such lease or sales agreement shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

B. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes from which Economic Activity Taxes are due.

C. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes to the governing body of each such Taxing District with a request that such Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

D. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and the Redevelopment Plan.

22. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund, which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including the retirement of TIF Obligations, and for the possible distribution to the Taxing Districts in the manner set forth in the Redevelopment Plan.

23. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two (2) separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

A. Debt Service. Funds in the Special Allocation Fund shall first be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding TIF Obligations, if any; provided, however, that all conditions precedent to the City's duties specified in Section 12.a. have occurred and further provided that if TIF Obligations are issued for only a portion of the Reimbursable Project Costs and the remainder of the Reimbursable Project Costs are to be reimbursed to the Developer from the Special Allocation Fund on an "as collected" basis as provided in Section 25, the amount of funds disbursed from the Special Allocation Fund to pay the Debt Service for said TIF Obligations shall be limited to an amount that is proportional to the amount of Reimbursable Project Costs funded by TIF Obligations as compared to the amount of the total Reimbursable Project Costs that have been incurred.

B. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the City's and Developer's reasonable Reimbursable Project Costs as they come due; provided, however, that such disbursement may only be made if, after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, if any, and all conditions precedent to the City's duties specified in Section 12.a. herein have occurred.

24. Payment of Project Costs - Issuance of TIF Obligations. After the execution of this Agreement, the City may approve the issuance of TIF Obligations. TIF Obligations shall be payable from all or any portion of the moneys in the Special Allocation Fund as described in the Redevelopment Plan on terms and at an interest rate determined by market conditions at the time of issuance, the proceeds of which will be used to finance Reimbursable Project Costs incurred or to be incurred. Upon the Developers' presentation to the City of a certificate that details Reimbursable Project Costs (the "Certificate") incurred, the City shall review, verify and confirm the information included in the Certificate no later than fifteen (15) days after receipt of such Certificate. If, within such fifteen (15) day period, the City shall determine that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred it shall approve the same. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer in writing within such fifteen (15) days after receipt of such Certificate. Any such disapproval may be appealed to the Board of Aldermen. If no action is taken on the Certificate by the City with fifteen (15) days after receipt,

such Certificate shall be deemed approved by the City. No later than ten (10) days after the date of approval (or deemed approval) of any Certificate hereunder, the City shall cause disbursement to be made to the Developer of sufficient proceeds of the obligations to pay for the Reimbursable Project Costs identified in the Certificate.

25. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs as estimated in **Exhibit C** are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Obligations, the Developer shall present to the City a Certificate which details the costs submitted for reimbursement or direct payment and certifies that said costs are reasonable Reimbursable Project Costs (the "Certificate"). No later than fifteen (15) days after receipt of a Certificate from the Developer, the City shall review, verify, and confirm the information included in said Certificate. If, within such fifteen (15) day period, the City shall determine that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred it shall approve the same. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer in writing within such fifteen (15) days after receipt of such Certificate. Any such disapproval may be appealed to the Board of Aldermen. If no action is taken on the Certificate by the City with fifteen (15) days after receipt, such Certificate shall be deemed approved by the City. No later than ten (10) days after the date of approval (or deemed approval) of any Certificate hereunder, the City shall make disbursement to the Developer of sufficient proceeds of the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay for the Reimbursable Project Costs.

26. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to the transfer of any property interest held by the Developer within the boundaries of the Redevelopment Project Area to any transferee, other than a Lender, the Developer shall require the transferee to enter into, and shall deliver to the City, an agreement obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Agreement relating to the property. Upon execution of such agreement, the Developer shall be released from its obligations in this Agreement relating to said transferred property.

B. Continuation of Payments in Lieu of Taxes. Subject to the provisions of Section 26.a. above, the Developer, or any third party, may sell, transfer, convey, or otherwise dispose of real property within the Redevelopment Project Area. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in the Redevelopment Project Area, payments in lieu of taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Agreement.

C. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to Section 5 hereof; unless earlier satisfied and certified pursuant to Section 19 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Agreement.

D. Incorporation. The restrictions set forth above in Section 20.a. and b. (regarding PILOTs) as well as those set forth in Section 21 (regarding EATs) and Section 31 (regarding Permitted Uses), shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project Area.

27. Lease of Project Property.

A. The Developer, or any third party, may lease, use, or sell real property within the Redevelopment Project Area. The Developer, or any third party, shall insert in any such transfer agreement a provision in substantial conformity with the following language and shall have such transfer agreement signed by the user indicating acknowledgment and agreement to the following provision:

> **Economic Activity Taxes: Tenant (User) acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by Harrisonville, Missouri (the "City") and that certain taxes generated by Tenant's ("User") economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. User shall forward to the City copies of User State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by User economic activities in the TIF District as the City shall reasonably require, all in the format prescribed by them.**

Failure of the Developer to require that such restrictions be placed in any such lease or agreement shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

28. Full Assessment.

A. The Redevelopment Project Area. After all TIF Obligations and Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating the Redevelopment Project Area, all property in the

Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Project Area shall be owned and operated by the Developer or its successors and assigns free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, or the Redevelopment Plan, or of this Agreement.

B. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant to Sections 99.845 and 99.850 of the Act, the Board of Aldermen shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Agreement.

29. Assignment of Developer's Obligations.

A. The Developer represents that its undertakings pursuant to this Agreement are for the purpose of redevelopment.

B. Without limiting the rights of the Developer or any third party under Section 26.b. hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer, except as otherwise provided in this Section 29. The Developer will not assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned. For purposes of this section, it will be presumptively unreasonable for the City to withhold its consent to Developer conveying the Redevelopment Area, and assigning its rights and delegating its obligations under this Agreement, to a shopping center developer who, individually or when combined with a property management entity, demonstrates to the reasonable satisfaction of the City, the following: (i) a net worth using generally accepted accounting practices of in excess of $5,000,000; (ii) management of in excess of 300,000 square feet of Class A retail shopping center properties, and (iii) the ability to fulfill the duties and obligations of the Developer at a level equal to or higher than that of Developer. Any purported assignment without consent of the City will be null and void. As a condition to the City granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

(1) Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Agreement to any entity controlled by the Developer or the principals of the Developer,

provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

(2) For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Agreement that requires the City's consent.

(3) No consent will be required under this section for any pledge or assignment of this Agreement or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

(4) No consent will be required under this section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon execution of an assignment agreement between Developer and any authorized assignee under this Section 29, Developer shall be released in full for any and all obligations set out in this Agreement that are assumed in writing by such authorized assignee.

30. Transfer of Interests in Developer. Members of the Developer shall, prior to the sale, conveyance or other transfer by any member of any interest in the Developer which involves participation in management except to another member, request approval of such transfer, and no such transfer shall be permitted except with the prior approval of the City, such approval not to be unreasonably conditioned, withheld or delayed. Upon submission by the Developer of any member request for transfer to the City, the City shall have the right to request such documentation and information as the City shall reasonably determine to be necessary or desirable to determine whether such transfer is acceptable to the City. Notwithstanding the foregoing, any member of and member of the Developer, may, without notice to or approval of the City, transfer interests in the member if such transfer does not result in a material change in the controlling interests of the Developer. In addition, this section shall not be construed to prohibit or require approval of the City for any transfers that occur by operation of law.

31. Permitted Uses. The Developer shall not take any action to permit uses within the Redevelopment Project Area that do not conform to and are not permitted by the Redevelopment Plan or by this Agreement.

32. Indemnification.

A. The Developer shall indemnify, protect, defend, and hold the City and its officers, directors, members, commissioners, employees, and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area, the Redevelopment Project Area or a portion thereof and the Project Improvements.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to the Developer for payment and, within five (5) business days after such submission, the Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information that would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon the Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

33. Breach-Compliance.

A. If the Developer or the City does not comply with provisions of this Agreement, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for Excusable Delays (as defined in Section 34), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Agreement, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by it, and the right to withhold issuance of a Certificate of Completion and Compliance. Notwithstanding the remedies set forth above, under no circumstances shall the City refuse to reimburse the Developer for reimbursement of any valid Reimbursable Project Costs incurred by Developer on or before the date of any event of default in question. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

B. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

C. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of this Agreement.

D. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

34. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Agreement because of delays or temporary inability to commence, complete or proceed in accordance with **Exhibit D** hereto, Development Schedule,

due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer, which are caused by the action or inaction of any governmental body, including, but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Agreement where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, shortage of available materials, acts of terrorism, or periods of inclement weather such as days of rain (collectively "Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse the Developer from any obligation to pay money hereunder, nor shall this section excuse the Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in Section 12.b. hereof and except if financing commitments obtained by the Developer and approved by the City as provided in this Agreement are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case the Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments to be approved by the City in the same manner as provided herein for the initial financing commitments.

35. Notice. Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Administrator
300 East Pearl Street
Harrisonville, Missouri 64701

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
200 NE Missouri Road, Suite 200
Lee's Summit, Missouri 64086

Any notice to the Developer shall be addressed to:

Jerry Simmons
Manager
Harrisonville MP, LLC
7500 College Blvd, Suite 1225
Overland Park, KS 66210

With a copy to:

Daniel T. Murphy
Shughart Thomson & Kilroy, PC
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105

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

36. Modification. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Developer. Any modification to this Agreement so approved shall be attached hereto and incorporated herein by reference.

37. Effective Date. This Agreement shall become effective on the date set forth herein and shall remain in full force and effect until the completion of the Redevelopment Project of the Redevelopment Plan, as described herein, and so long as any TIF Obligations or Redevelopment Project Costs remain outstanding and unpaid.

38. Recording. Upon full execution by the City and the Developer, this Agreement shall be recorded by the City, at the Developer's expense, in the Cass County Office of the Recorder of Deeds.

39. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

40. Covenant Running With the Land. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of Section 28.b. hereof, that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

41. Administrative Costs and Expenses. Subject to the successful issuance of TIF Obligations in accordance with this Agreement, the Developer shall reimburse the City for all reasonable documented, out-of-pocket expenses incurred in connection with the Redevelopment Area, the Redevelopment Plan, this Agreement, and the issuance of the TIF Obligations including attorney's fees, postage, mileage, copying costs, recording costs and similar expenses. Said reimbursements to the City shall be deemed Reimbursable Project Costs. As soon as the TIF Obligations are issued and proceeds are made available, the Developer shall have no further obligation to pay administrative costs hereunder. The City may withhold an administrative service fee to cover the administration and other City costs during the duration of the Redevelopment Plan. The administrative service fee shall be an amount equal to 1.00% of the annual collections in the Special Allocation Fund.

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

43. Good Faith: Consent or Approval. In performance of this Agreement or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, and (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Agreement. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agree to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Agreement or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval and consents by the City under the terms of this

Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE, MISSOURI

ATTEST:

Debbie Grant
City Clerk

By: Kevin Wood
Kevin Wood, Mayor

APPROVED AS TO FORM:

City Attorney

HARRISONVILLE MP, LLC a Missouri Limited Liability Company

ATTEST:

By:

Its: Manager / Member

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 2nd day of February, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood, Mayor of the City of Harrisonville, Missouri, a City duly incorporated 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 and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

April L. Wiskur
NOTARY PUBLIC

My Commission Expires:

November 7, 2010

[SEAL]

NOTARY PUBLIC STATE OF MISSOURI NOTARY SEAL

APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 23rd day of February, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry D. Simmons the Manager/Member of Harrisonville MP, LLC., a Missouri Limited Liability Company, who is personally known to me to be the same person who executed the within instrument on behalf of Harrisonville MP, LLC., and such person duly acknowledged the execution of the same to be the act and deed of Harrisonville MP, LLC.

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

Jessica Rutland
NOTARY PUBLIC

My Commission Expires:

4-18-12

[SEAL]

JESSICA RUTLAND
Notary Public
Commission # 08419679
Notary Seal
STATE OF MISSOURI
Jackson County, Commission Exp. 04-18-2012

EXHIBIT A

Legal Description of Redevelopment Area

A06D2788
OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMECNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N 88°10'49" W ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 32°31'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH COMMERCIAL STREET;

THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.00 FEET;

THENCE S 43°19'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.23 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF S 04°54'01" E AND A CHORD DISTANCE OF 339.82 FEET, AN ARC LENGTH OF 339.97 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH LINE, A DISTANCE OF 176.34 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE S 01°31'54" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 132.11 FEET TO A POINT ON THE NORTH LINE OF A 16 FOOT RIGHT-OF-WAY TO THE CITY OF HARRISONVILLE AS DESCRIBED IN BOOK 255, PAGE 418 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;

THENCE N 05°55'22" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1076.24 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1617, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;
THENCE N 06°35'12" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 88°24'03" E ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 92.60 FEET;
THENCE S 45°13'01" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 55.00 FEET;
THENCE S 86°38'53" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 54.56 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.45 FEET;
THENCE N 87°22'20" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 320.90 FEET;
THENCE N 01°39'41" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 56.96 FEET TO THE POINT OF BEGINNING.
CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

EXHIBIT B

Legal Description of the Redevelopment Project Area

A06D2788
OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMECNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N 88°10'49" W ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 32°31'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH COMMERCIAL STREET;

THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.00 FEET;

THENCE S 43°19'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.23 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF S 04°54'01" E AND A CHORD DISTANCE OF 339.82 FEET, AN ARC LENGTH OF 339.97 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH LINE, A DISTANCE OF 176.34 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE S 01°31'54" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 132.11 FEET TO A POINT ON THE NORTH LINE OF A 16 FOOT RIGHT-OF-WAY TO THE CITY OF HARRISONVILLE AS DESCRIBED IN BOOK 255, PAGE 418 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

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THENCE N 05°55'22" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1076.24 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1617, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;
THENCE N 06°35'12" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 88°24'03" E ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 92.60 FEET;
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THENCE N 87°22'20" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 320.90 FEET;
THENCE N 01°39'41" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 56.96 FEET TO THE POINT OF BEGINNING.
CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

EXHIBIT C

Project Budget

HARRISONVILLE MARKET PLACE TIF PLAN
OPINION OF PROBABLE CONSTRUCTION COSTS
Redevelopment Project

October 6, 2008

ITEM	ORIGINAL TOTAL	ORIGINAL REIMBURSABLE AMOUNT	REVISED TOTAL	REVISED REIMBURSABLE AMOUNT
Land Cost	2,431,396	2,431,396	2,431,396	2,431,396
Highway 2 Relocation	2,277,305	2,277,305	4,637,362	4,637,362
Site Costs	3,382,549	3,382,549	6,682,947	6,682,947
Building Cost	32,111,525	1,173,000	32,111,525	1,173,000
Soft Cost	789,846	789,846	1,180,204	1,180,204
Total Redevelopment Project Cost	**40,992,621**	**10,054,096**	**47,043,434**	**16,104,909**

HARRISONVILLE MARKET PLACE TIF PLAN
OPINION OF PROBABLE CONSTRUCTION COSTS
East of Railroad Tracks

October 6, 2008

NO.	ITEM	ORIGINAL TOTAL	ORIGINAL REIMBURSABLE AMOUNT	REVISED TOTAL	REVISED REIMBURSABLE AMOUNT
1	Land	1,631,396	1,631,396	1,631,396	1,631,396
	Total	1,631,396	1,631,396	1,631,396	1,631,396
	Highway 2 Relocation				
1	ROW	350,000	350,000	700,933	700,933
	General Requirements			271,484	271,484
	Pre-Construction Services			21,500	21,500
	Gas Surcharge			6,832	6,832
	ICE Compliance			10,511	10,511
	Temporary Utilities			19,490	19,490
	Construction Aides			1,337	1,337
	Street Maintenance			8,392	8,392
	Water Control			6,475	6,475
	Field Office & Sheds			8,919	8,910
	Equipment Rental			17,612	17,612
	Cleaning			14,387	14,387
	Miscellaneous			15,678	15,678
	MODOT Overhead			52,553	52,553
	MODOT Bond			17,868	17,868
	City Admin. Review			12,283	12,283
	City Bond			5,351	5,351
	GL Insurance			11,338	11,338
	Traffic Control			198,923	198,923
2	Clearing & Grubbing	10,000	10,000	143,756	143,756
	Site Demolition			38,460	38,460
	Soil Conditioning			105,296	105,296
3	Embankment	30,000	30,000	39,327	39,327
4	Common Excavation	71,000	71,000	249,056	249,056
5	12" Asphalt Pavement	174,600	174,600	1,017,494	1,017,494
	12" Asphalt Pavement			378,675	378,675
	Mill & Overlay Comm. St.			53,468	53,468
	Pavement Markings			30,115	30,115
	Traffic Signs			7,838	7,838
	Comm. St. & Wall Street			547,378	547,378
6	8" Concrete Pavement	36,000	36,000	81,167	81,167
7	Curb & Gutter	30,600	30,600	38,825	38,825
8	Storm Sewer Pipe	22,500	22,500	102,890	102,890
9	Storm Sewer Inlets	12,000	12,000	12,000	12,000
10	18 x 10 RCB	150,000	150,000	382,287	382,287
11	RR Crossing	150,000	150,000	134,851	134,851
12	Sidewalk	30,000	30,000	52,490	52,490
13	Street Lighting	180,000	180,000	48,062	48,062
14	Landscaping	5,000	5,000	90,867	90,867
15	Erosion Control	20,000	20,000	168,018	168,018
16	Traffic Signal	200,000	200,000	210,485	210,485
17	Engineering Design Fees	15,000	15,000	19,767	19,767
18	Legal	40,000	40,000	40,976	40,976

	Total	1,526,700	1,526,700	3,533,271	3,533,271
	Contingencies (15%)	176,505	176,505	529,991	529,991
	TOTAL COSTS	1,703,205	1,703,205	4,063,262	4,063,262
Site Costs					
1	**Mobilization**	50,000	50,000	446,601	446,601
	General Requirements			256,197	256,197
	Pre-Construction Services			21,500	21,500
	Gas Surcharge			6,829	6,829
	ICE Compliance			10,506	10,506
	Temporary Utilities			19,482	19,482
	Construction Aides			1,337	1,337
	Water Control			5,354	5,354
	Field Offices & Sheds			8,915	8,915
	Equipment Rental			17,765	17,765
	Cleaning			13,206	13,206
	Miscellaneous			14,551	14,551
	City Admin. Review			40,149	40,149
	City Bond			14,727	14,727
	GL Insurance			13,457	13,457
	RR Insurance			2,626	2,626
2	**Embankment**	75,000	75,000	75,000	75,000
3	**Excavation**	60,000	60,000	1,544,588	1,544,588
	Site Preparation			42,116	42,116
	Strip Topsoil & Site Grading			170,483	170,483
	Soil Conditioning			758,275	758,275
	Excavation, Backfilling, etc.			383,103	383,103
	Topsoil			88,420	88,420
	Soil Stabilization			102,191	102,191
4	**Pavement**	500,000	500,000	764,659	764,659
	Bituminous Pavement			660,508	660,508
	Concrete Paving			91,725	91,725
	Pavement Markings			12,426	12,426
5	**Curb & Gutter**	112,500	112,500	90,194	90,194
6	**Sidewalks**	0	0	28,864	28,864
7	**Storm Sewer**	165,000	165,000	123,310	123,310
8	**Inlets / Junction Boxes**	75,000	75,000	75,000	75,000
9	**Water Main**	160,000	160,000	165,999	165,999
10	**Fire Hydrants**	35,000	35,000	35,000	35,000
11	**Sanitary Sewer (8")**	150,000	150,000	331,592	331,592
12	**Sanitary Sewer Manholes**	30,000	30,000	30,000	30,000
13	**Site Lighting**	60,000	60,000	0	0
14	**Landscaping**	75,000	75,000	144,745	144,745
	Landscaping			48,929	48,929
	Monument Signs			58,246	58,246
	Retaining Walls			37,570	37,570
15	**Erosion Control**	30,000	30,000	185,322	185,322
16	**Irrigation**	60,000	60,000	60,000	60,000
17	**Demolition and Env. Remediation**	100,000	100,000	254,120	254,120
	Site Demolition			48,964	48,964
	Barriers & Enclosures			322	322
	Env. Remediation			204,834	204,834
18	**Fee In Lieu of Detention**	45,000	45,000	45,000	45,000
	Wetlands Fee	14,064	14,064	14,064	14,064
19	**Site Engineering**	60,000	60,000	24,037	24,037
20	**Geotechnical Engineering**	75,000	75,000	75,000	75,000

21	Site Construction Testing	75,000	75,000	75,000	75,000
22	Utility Services	0	0	288,381	288,381
	Total	2,006,564	2,006,564	4,876,476	4,876,476
	Contingencies (15%)	300,985	300,985	731,471	731,471
	TOTAL COSTS	2,307,549	2,307,549	5,607,947	5,607,947
Building / Site Cost					
1	Anchor	5,400,000	210,000	5,400,000	210,000
2	Junior Anchor	3,844,650	143,000	3,844,650	143,000
3	Shops	2,944,000	93,000	2,944,000	93,000
4	Shops	3,036,000	93,000	3,036,000	93,000
5	Outlot 1	406,000	6,000	406,000	6,000
6	Outlot 2	406,000	6,000	406,000	6,000
7	Outlot 3	812,000	12,000	812,000	12,000
8	Outlot 4	2,684,675	57,000	2,684,675	57,000
	Total	19,533,325	620,000	19,533,325	620,000
	Contingencies (15%)	2,930,000	93,000	2,930,000	93,000
	Total Building Cost	22,463,325	713,000	22,463,325	713,000
Soft Cost					
	Eng., Arch., Survey, Permits Const. Mgmt., Market Studies, Developer's Fee, & Misc.				
1	Consultant Fees	361,426	361,426	737,328	737,328
	Kaw Valley Engineering			*198,458*	*198,458*
	J. Price Architecture			*138,870*	*138,870*
	Developer Fee			*400,000*	*400,000*
2	Legal	80,000	80,000	44,223	44,223
	Total	441,426	441,426	781,551	781,551
	Contingencies (15%)	67,000	67,000	117,233	117,233
	Total Soft Cost	508,426	508,426	898,784	898,784

HARRISONVILLE MARKET TIF PLAN
OPINION of PROBABLE CONSTRUCTION COSTS
West of Railroad Tracks

October 31, 2008

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	REIMBURSABLE
Land Cost						
1	Land	30	Acres		800,000	800,000
	Total Land Cost				800,000	800,000
Highway 2 Relocation						
1.	Clearing & Grubbing	2	Acres	5,000	10,000	10,000
2.	Common Excavation	5,000	CY	5	22,500	22,500
3.	12" Asphalt Pavement	2,100	SY	36	75,600	75,600
4	8" Concrete Pavement	400	SY	50	20,000	20,000
5.	Curb & Gutter	1,100	LF	15	16,500	16,500
6.	Storm Sewer Pipe	450	LF	50	22,500	22,500
7	Storm Sewer Inlets	4	EA	3,000	12,000	12,000
8.	Sidewalk	1,000	SY	30	30,000	30,000
9.	Street Lighting	500	LF	200	100,000	100,000
10.	Landscaping	1	Acres	5,000	5,000	5,000
11	Erosion Control	1	LS	20,000	20,000	20,000
12.	Traffic Signal	1	EA	150,000	150,000	150,000
13.	Engineering Design Fees	1	Lump Sum	15,000	15,000	15,000
	Total				499,100	499,100
	Contingencies (15%)				75,000	75,000
	Total Highway 2 Construction Costs				*574,100*	*574,100*
Site Costs						
1	Mobilization	1.0	Lump Sum	50,000.00	50,000	50,000
2	Embankment	5,000	CY	2.50	12,500	12,500
3	Excavation	5,000	CY	2.50	12,500	12,500
4	Pavement	10,000	SY	25.00	250,000	250,000
5	Curb & Gutter	4,600	LF	15.00	69,000	69,000
6	Storm Sewer	1,200	LF	50.00	60,000	60,000
7	Inlets / Junction Boxes	12	Each	3,000.00	36,000	36,000
8	Water Main	500	LF	50.00	25,000	25,000
9.	Fire Hydrants	4	Each	2,500.00	10,000	10,000
10.	Site Lighting	1	Lump Sum	60,000.00	60,000	60,000
11	Landscaping	5.0	ACRES	5,000.00	25,000	25,000
12	Erosion Control	1	Lump Sum	30,000.00	30,000	30,000
13.	Irrigation	1	Lump Sum	60,000.00	60,000	60,000
14.	Fee in Lieu of Detention	12	Acres	2,000.00	24,000	24,000
15.	Site Engineering	1	Lump Sum	80,000.00	80,000	80,000
16.	Geotechnical Engineering	1	Lump Sum	75,000.00	75,000	75,000
17.	Site Construction Testing	1	Lump Sum	75,000.00	75,000	75,000
	Total				934,000	934,000
	Contingencies (15%)				141,000	141,000
	Total On Site Construction Costs				*1,075,000*	*1,075,000*
Building / Site Cost						
1	Hotel	60	keys	53,000	3,180,000	192,000
2	Restaurant	6,500	SF	206	1,339,000	40,000
3	Shops	16,000	SF	117	1,872,000	105,000
4.	Outlot 1	5,000	SF	206	1,030,000	32,000
5.	Outlot 2	2,000	SF	206	412,000	12,000
6	Outlot 3	2,700	SF	206	556,200	18,000
	Total				8,389,200	400,000
	Contingencies (15%)				1,259,000	60,000
	Total Building Cost				*9,648,200*	*460,000*
Soft Cost						
	Eng., Arch., Survey, Permits Const. Mgmt., Market Studies, Developer's Fee, & Misc.					
1	Consultant Fees	$1,649,100.00		0.1	164,910	164,910
2	Legal				79,510	79,510
	Total				244,420	244,420
	Contingencies (15%)				37,000	37,000
	Total Soft Costs				*281,420*	*281,420*
Total West of Railroad Tracks					12,378,720	3,190,520

Attachment: TIF - Amended TIF Plan - Market Place - Executed - 2-9-09 (Board TIF Progress Report)

EXHIBIT D

Updated Development Schedule – The Redevelopment Project

Begin Construction Redevelopment Project (East Side)	February 2008
End Construction Redevelopment Project (East Side)	March 2009
Project East Side Saturates	October 2010
Begin Construction Redevelopment Project (West Side)	February 2009
End Construction Redevelopment Project (West Side)	June 2009
Project West Side Saturates	October 2010

EXHIBIT E

Commercial Design Guidelines

HARRISONVILLE MARKETPLACE

SECTION 1: General Architectural Design Standards

1. All building elevations of pad site structures shall be finished with, at a minimum, the same level of architectural detail and quality as the primary structure(s) within the development.
2. Buildings shall be designed in an attractive and interesting manner to define the image of the community. No metal facades shall be allowed.
3. Consistent architectural design, including building materials and colors, should be carried throughout the development area. Designs should provide visual interest and variety, yet be consistent with the architectural character of area.
4. Architectural details such as texture, pattern, color, and building form used on the front facade shall be incorporated on all visible building facades. However, such requirements shall not apply to any façade(s) facing service courts or other areas generally not visible to the public.
5. Building materials should be similar to the materials of structures in the area. However, dissimilar materials may be permitted when incorporating other characteristics such as scale, form, architectural detailing and color to make the building compatible with the area.
6. Materials requiring low maintenance are recommended over high maintenance materials. For instance, materials with integral color are generally recommended over materials that require painting.
7. Foundation planters and trees should be incorporated around the building exterior to soften the building appearance.

SECTION 2: Wall Street Landscaping Standards

1. The Wall Street corridor is a gateway to both Harrisonville Marketplace and the City of Harrisonville. The Wall Street corridor shall be developed as an amenity through the establishment of landscaping along Wall Street and common area(s) adjacent to Wall Street.

2. A variety of species shall be incorporated into the plantings. Said plantings will provide visual interest and disease/pest resistance.

3. Planting shall be placed on both sides of Wall Street adjacent to the development. Said planting shall be placed approximately every 40 linear feet. Deciduous shade trees (See Section 10: Preferred Species) are the preferred planting along Wall Street. However, ornamental trees may be used if overhead power lines are located in close proximity to the required plantings.

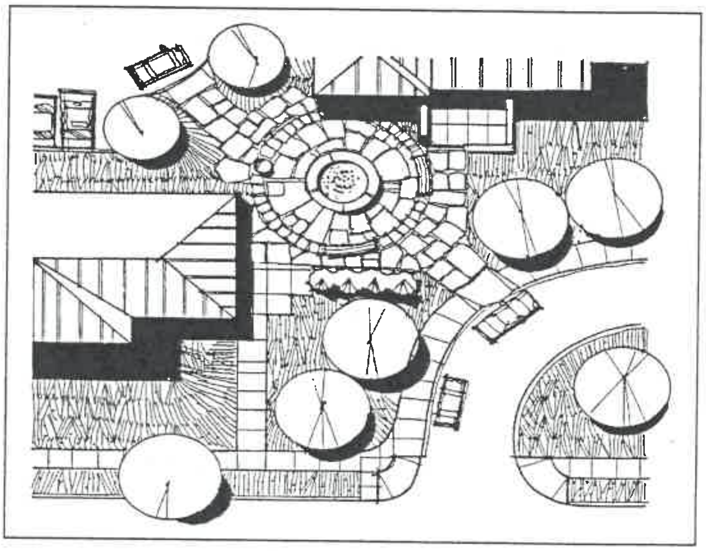
4. Adequate clearances between the trees, infrastructure, and driveways shall be coordinated.
   a. Variations in tree spacing may be necessary to coordinate utilities, street lights, driveways, storm drain structures, sidewalks, and traffic clearance zones.
   b. Trees and utilities shall be placed to allow access to utilities with minimal disruption to trees and their supporting root systems while avoiding increased service costs.
   c. The plantings shall observe all sight-distance requirements as outlined in the Subdivision regulations.

5. A landscaping plan must be submitted and approved prior to the establishment of landscaping.

SECTION 3: Common Areas

1. Common areas shall be landscaped and/or have decorative paving materials and should be utilized for plazas, useable open spaces, and other focal points within the development. Common areas shall be shown on the development plan with a general description of what amenities will be provided with each common area.

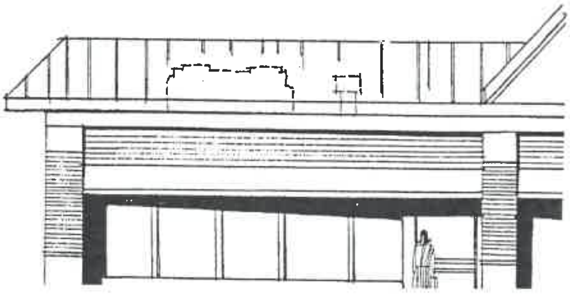
2. Landscape materials such as trees, shrubs and planters are strongly encouraged for the common areas. Said landscape materials should be taken from the preferred species list (Section 10). Other species may be acceptable if approved by the Director of Community Development.



3. Common areas shall be located in areas which are accessible by pedestrians via sidewalks.

SECTION 4: Screening of Rooftop Equipment

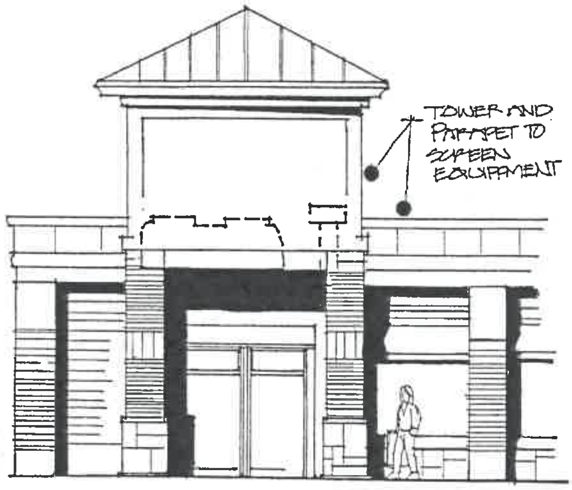
1. Rooftop mechanical equipment screens shall be required at a height that is as high, or higher than, the rooftop equipment being screened.



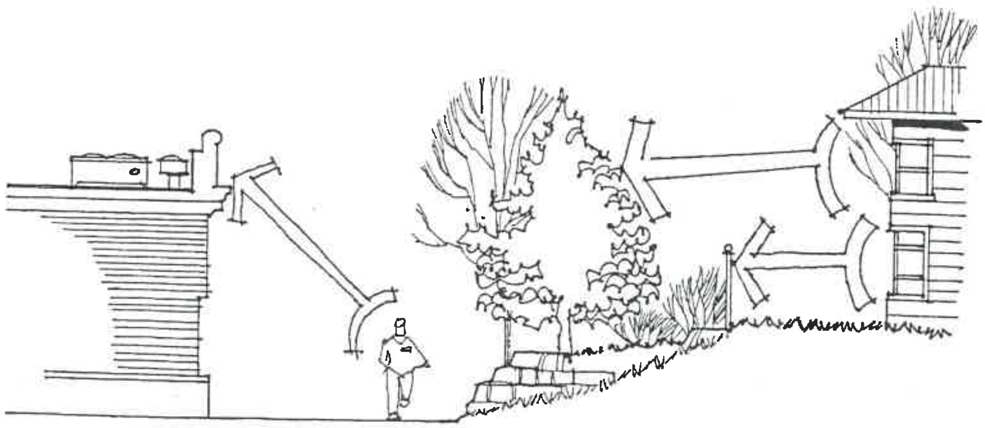
2. Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.

3. The use of parapet walls or specially designed rooftop penthouse enclosures is the preferred methods of screening for rooftop mechanical equipment.

4. Partition screens are generally less desirable for screening purposes. However, when using partition screens, the use, design, and material of the screen should blend with the building architecture and create a massing hierarchy that projects the same quality appearance as the building facade.

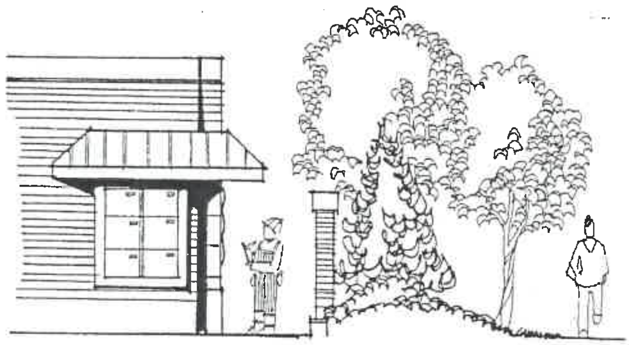


5. The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.

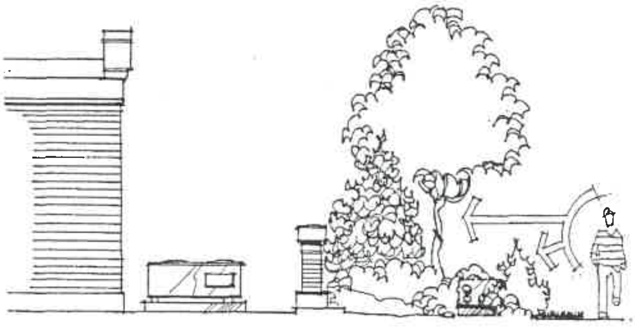


SECTION 5: Screening of Ground/Building Mounted Equipment

1. When it is not feasible to locate mechanical devices and areas within a building, the following shall be achieved:
   a. Coolers must be finished with the same building materials and architectural detailing as the main building facade.
   b. Coordinate the same material and detailing as the building facade with screening walls or specially designed enclosure cabinets for HVAC and utility meters.
   c. Use an evergreen species as the primary planting when landscaping is used for screening purposes. Landscape plantings for wall-mounted meters must be installed at a height of 6 feet.



   d. The visibility of meters and utility banks (i.e. gas, electric, water) can be reduced by locating such equipment along the side or rear of the building in a location not generally visible by the public.
   e. All above ground utility cabinets are required to be placed within the interior side or rear building setback yards. Such utility cabinets are prohibited within required front or corner side yards adjacent to street right-of-way unless screened with landscape materials.
   When such cabinets are located adjacent to or near a building, they should be screened and treated in the same manner as HVAC equipment and trash receptacles (i.e. screening walls, landscaping, etc.).



2. Mechanical equipment must be located and screened in a manner so as not to be visible or heard from adjoining properties.

SECTION 6: Loading Dock and Service Area Screening

1. Unattractive elements, such as trash, service, and loading areas are to be located out of public view from streets or other highly visible areas.

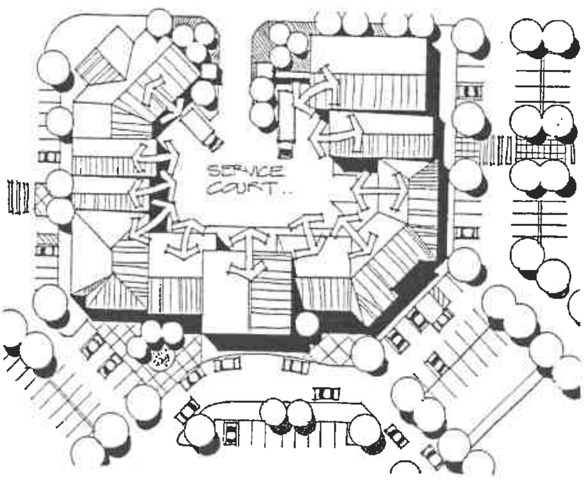
2. If the back or sides of buildings are oriented toward a residential area, a wall/fence and/or berms/landscaping shall be established to screen the commercial structures from the residential area. If conditions permit, both a wall/fence and landscaping may be required.

3. If the back or sides of buildings must be oriented toward public streets or highly visible areas, such areas must provide visual interest through a combination of architectural detail, landscaping, and/or berms.

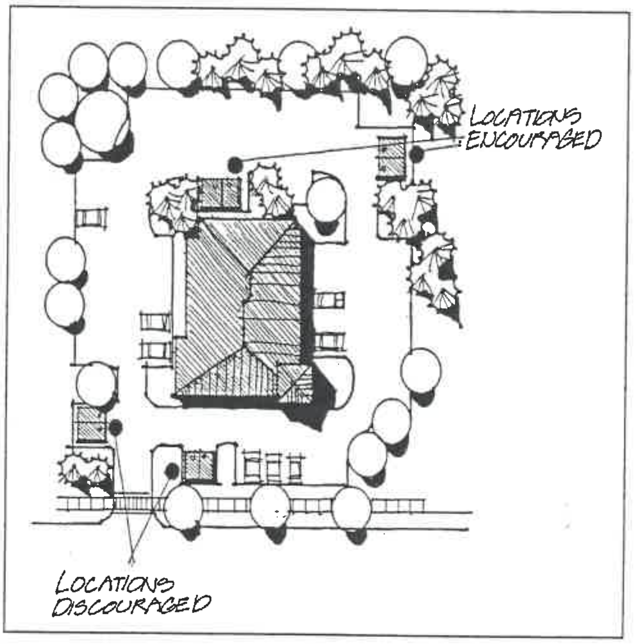
a. Buildings should be designed in a manner so that loading docks and service areas are screened either by a building wall or a screening wall, or integrated into the building design to not be noticeably visible. Screening walls must be a length and height to screen the maximum size of vehicle using the area.

b. Screening walls should reflect the same level of architectural design as the primary structure, including elements such as landscaping to soften the wall's appearance, architectural detailing, staggering with recesses and projections, and visual interest.

c. Design elements must be accomplished in a manner to control noise generated from service activities and mechanical equipment.



SECTION 7: Trash Receptacle Screening

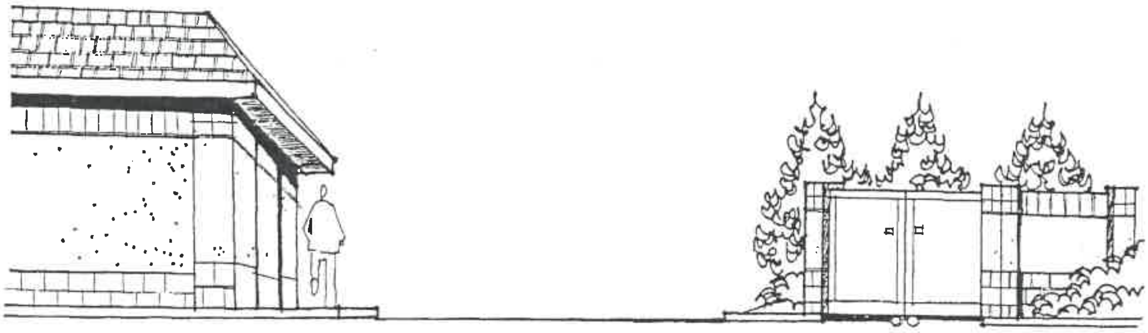


1. Refuse enclosures shall be screened from public view on at least 3 sides with a 6 to 8 foot opaque screen of either masonry, landscaping treatment or other compatible building or landscape materials.

2. Trash receptacle areas should not be placed in an area along a public street. Such areas should be located to allow for convenient access by refuse vehicles.

3. When located in a highly visible area, trash receptacle screening walls should be softened with landscape materials on earth berms.

4. Screening doors on the enclosure should be finished with a high quality material and durable finish.

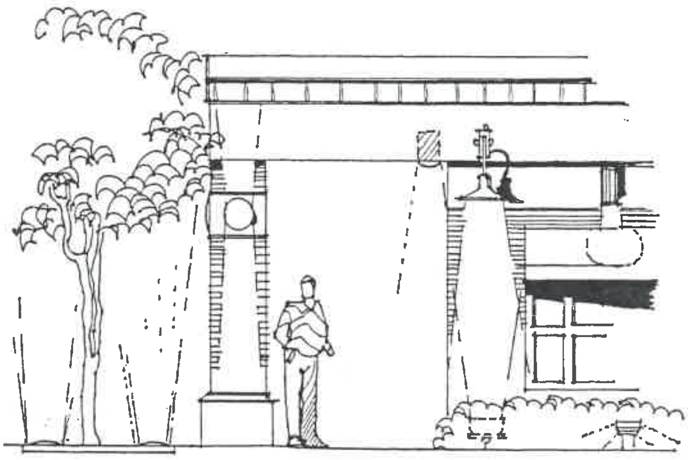


SECTION 8: Lighting Standards

1. Building-mounted light fixtures should be for aesthetic and safety purposes only and must direct light upward or downward. Lighting should be used to highlight architectural features and create visual interest. Wall-pack lights or other lighting that shine outward toward adjoining properties or street right-of-way is prohibited.

   a. Building-mounted fixtures for site illumination are permissible on the "back" sides of buildings where facing other non-residential buildings, the railroad or not highly visible.

   b. Accent lighting that highlights building architectural features is encouraged. Exterior neon lighting, illuminated banding, or other lighting that creates a glow is prohibited unless approved by the City.



2. Parking lot illumination must be accomplished with individual light poles and fixtures. Building-mounted fixtures are not permitted as a method of parking lot illumination.
   a. The style of lighting should reflect the architectural character of the area.
   b. Maintain parking lot light poles/fixtures of the same style, height, color, and intensity of lighting throughout the development area. Varying styles of fixtures may be permitted if it is demonstrated that the styles contribute to an overall theme for the area.
   c. The maximum pole height in commercial shopping centers and office parks shall be 30 feet.
   d. Light fixtures shall be non-adjustable horizontally-mounted fixtures with less than 90 degree luminaire cutoff. Fixtures that project light or glare toward street right-of-way or adjoining properties shall not be permitted.
   e. Shielding shall be provided to avoid light trespass and glare.

3. Properties visible from an arterial roadway may be required to submit a point by point photometric plan to show compliance with lighting standards. The maximum maintained vertical foot-candle at an adjacent property line is 0.5 foot-candles measured 5 feet above grade. The maximum average maintained foot-candles for all parking lots shall be 3 foot-candles.

SECTION 9: Pedestrian Circulation

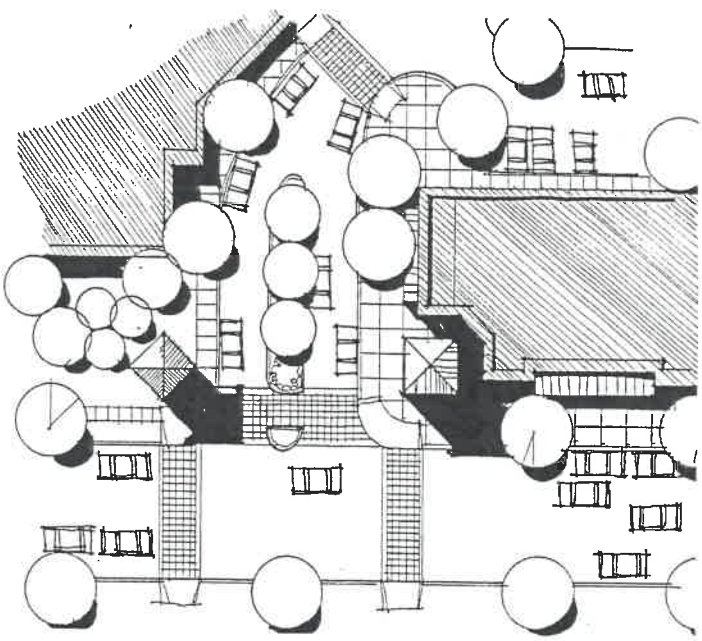
1. Site development design should consider pedestrian circulation patterns in equal importance to that of the vehicle and building arrangement.

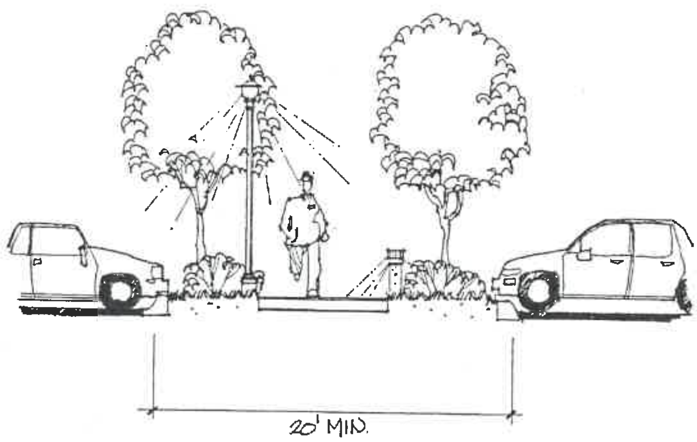
2. Sidewalks and walkways shall be provided to connect sidewalks along adjacent roadways to buildings within the development. Walkways should also provide access between buildings.

3. Site design should separate pedestrians/sidewalks and vehicles as much as possible, with the number and length of pedestrian crossings through parking and paved areas kept to a minimum. Landscaping shall be used along such pedestrian/landscaping corridors. Such corridors shall be approximately 20 feet wide to the extent that it does not reduce the parking. Low level lighting is encouraged.

4. Sidewalks shall be provided along both Commercial Street and Wall Street.

5. ADA Standards shall be complied with.





SECTION 10: *Parking Lot Landscaping*

1. Landscape design and species shall be used to create visual continuity throughout the development. Landscape coordination shall occur among all phases of the development.

   a. Landscape design should create variety, interest, and view corridors for visibility.

   b. A variety of different species shall be incorporated into the site design to provide visual interest, as well as disease and pest resistance.

   c. Required landscape plantings shall be coordinated with the location of utilities, driveways, and traffic site clearance zones. Landscape plantings shall be located an adequate distance away from utility lines and easements to avoid damage when such lines are repaired or replaced.

2. Plant materials shall be placed intermittently against long expanses of highly visible building walls, fences and other barriers to create a softening effect.

3. One tree for every fourteen (14) parking spaces shall be provided. Deciduous trees shall be planted at 1.5" caliper. The number, species, location and size will be reviewed with the landscaping plan for each site.

4. The proposed planting shall be consistent with Section 10 (Preferred Species) of these guidelines.

SECTION 11: Preferred Species

All landscaping materials shall be installed in accordance to the *American Standard for Nursery Stock*. A landscape plan must be submitted prior to the establishment of landscaping. The preferred trees/shrubs to be used are outlined below. Other species of trees may be acceptable and approved by the Director of Community Development. All deciduous shade trees shall be planted at 2" caliper as measured 6 inches from grade. All ornamental trees shall be planted at 1" caliper as measured 6 inches from grade. All evergreen/coniferous trees shall be planted at a height of 5 feet.

a. *Deciduous Shade Tree Species:*

Acer nigrum	Black Maple
Acer platanoides var.	Norway Maple
Rumbrum var.	Red Maple
Saccharum var.	Sugar Maple
Carya cordiformis	Bitternut Hickory
Carya ovata	Shagbark Hickory
Celtis occidentalis	Hackberry
Fraxinus americana var.	White Ash
cv. 'Autumn Purple'	
cv. 'Rosehill'	
Fraxinus nigra	Black Ash
Fraxinus pennsylvanica lanceolata	Green Ash
cv. 'Marshall's Seedless	
Glenditsia triacanthos	Thornless Honeylocust
Inermis var.	
Ginkgo Biloba	Ginkgo
Gymnoclaous dioicus	Kentucky Coffee Tree
Liquidamber styraciflua	American Sweet Gum
Lirodendren Tulipfera	Tulip Tree
Nyssa sylvatica	Black Tupelo
Plantanus Acerfolia	Plane Tree
Prunus serotina	Black Cherry
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus Borealis	Northern Red Oak
Quercus coccinea	Scarlet Oak
Quercus imbricaria	Shingle Oak
Quercus macrocarpa	Bur Oak
Quercus muhlenbergi	Chinkapin Oak

Quercus robur	English Oak
Tilia cordata var. Tomentosa	Little Leaf Linden Silver Linden
Sophora Japonica	Japanese Pagodatree
Tilia cordata cv. 'Greenspire'	Greenspire Linden

b. *Evergreen/Coniferous Tree Species:*

Picea abies	Norway Spruce
Picea glauca densata	Black Hills White Spruce
Pinus strobus	Eastern White Pine

c. *Ornamental Tree Species:*

Acer ginnala	Amur Maple
Amelanchier arborea	Downy Serviceberry
Magnolia x soulangiana	Saucer Magnolia
Cercis	Redbud varieties
Canadensis	Redbud
Canadensis 'Alba'	Whitebud
Cotinus coggygria	Smoketree
Crataegus	Hawthorn varieties
Phaenopyrum	Washington Hawthorn
Crusgalli var. inermis	Crusader Thornless
Koelrueteria paniculata	Goldenrain
Malus	Crabapple varieties
Centurian	Centurian Crabapple
Sieboldii 'zumi'	Zumi Crabapple
Snowdrift	Snowdrift Crabapple
Red Jade	Red Jade Crabapple
Prunus cerasifera	Newport Plum
Pyrus calleryana	Callery Pear varieties
Aristocrat	Aristocrat Pear
Capitol	Capitol Pear
Chanticlear	Chanticlear Pear
Rhus typhina	Staghorn Sumac

d. *Shrubs:*

Sambucus Canadensis	Elderberry
Physocarpus Opulifolius	Ninebark
Hypericum Prolificum	Shrubby St. John's Wort
Rhus Aromatica	Fragrant Sumac

Janet Burlingame
Cass County Clerk

Deputy Clerks:
Kathy Lambertz
Lisa Francy
Arrin Crust

COUNTY SEAL CASS COUNTY, MISSOURI

State of Missouri
ss.
County of Cass

I Janet Burlingame, County Clerk within and for Cass County Missouri, do hereby certify that the foregoing

Ordinance NO. 3073 (5-09)

is a full, true and accurate copy of an instrument of writing, as the same is found in the Records of my Office.

IN WITNESS WHEREOF, I hereunto set my hand and affix my seal at my Office in Harrisonville, Missouri, this 13 day of March, A.D., 2009.

Janet Burlingame County Clerk

Kathy Lambertz Deputy Clerk

(Seal)

COUNTY SEAL CASS COUNTY, MISSOURI

102 E Wall St • Harrisonville, Mo • 64701
Phone: 816-380-8102 • Fax: 816-380-8101
E-Mail: janeth@casscounty.com

Tax Increment Financing Commission

Responsibilities

99.865. Report by municipalities, contents, publication — satisfactory progress of project, procedure to determine — reports by department of revenue required, when, contents, publication on accountability portal — rulemaking authority — department to provide manual, contents — penalty for failure to comply.

3. Five years after the establishment of a redevelopment plan and every five years thereafter the governing body shall hold a public hearing regarding those redevelopment plans and projects created pursuant to sections 99.800 to 99.865. The purpose of the hearing shall be to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects. Notice of such public hearing shall be given in a newspaper of general circulation in the area served by the commission once each week for four weeks immediately prior to the hearing.

Source: Missouri Revised State Statutes

Responsibilities of the Governing Body of the Municipality and the Local TIF Commission

Missouri's TIF (Tax Increment Financing) Act defines a "Municipality" as an incorporated city, town, village or county. The governing body of your municipality is required to establish a TIF (Tax Increment Financing) Commission, composed of certain members including representatives of other local taxing authorities within the redevelopment project area as defined by state statute. The municipality is also responsible for the approval of ordinances (or resolutions if a county) that establish a comprehensive Redevelopment Plan, and for approval of the specific TIF (Tax Increment Financing) Redevelopment Project. Responsibilities of the TIF Commission are many, and may include working with the local government in creating the Redevelopment Plan and TIF Redevelopment Project parameters, holding required public hearings, preparing economic impact reports and revenue projections, blight studies and other documents to justify the need for TIF and as required by state statutes governing Local TIF projects.

Source: Missouri Department of Revenue

TAX INCREMENT FINANCING

REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

SIMMONS INVESTMENTS, INC.

FOR THE

HARRISONVILLE MARKET PLACE

TAX INCREMENT FINANCING PLAN

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

CITY OF HARRISONVILLE, MISSOURI

By: Kim Hubbard
Mayor

ATTEST:

Kim Hubbard
Deputy City Clerk

APPROVED AS TO FORM:

City Special Legal Counsel

SIMMONS INVESTMENTS, INC., a Kansas Corporation

By:

Its: President

ATTEST:

Kim Hubbard

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 16th day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood, the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

April L. Wiskur
NOTARY PUBLIC

NOTARY PUBLIC STATE OF MISSOURI NOTARY SEAL

APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

My Commission Expires:

November 7, 2010

[SEAL]

NOTARY PUBLIC STATE OF MISSOURI NOTARY SEAL

APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

EXHIBIT D

Development Schedule – The Redevelopment Project

Begin Construction Redevelopment Project (East Side)	3rd Quarter 2007
End Construction Redevelopment Project (East Side)	3rd Quarter 2008
Project East Side Saturates	4th Quarter 2010
Begin Construction Redevelopment Project (West Side)	3rd Quarter 2007
End Construction Redevelopment Project (West Side)	4th Quarter 2010
Project West Side Saturates	4th Quarter 2010

FIRST AMENDED AND RESTATED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

HARRISONVILLE MP, LLC

FOR THE

HARRISONVILLE MARKET PLACE

TAX INCREMENT FINANCING PLAN

Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE, MISSOURI

ATTEST:

Debbie Grant

City Clerk

By: Kevin Wood

Kevin Wood, Mayor

APPROVED AS TO FORM:

City Attorney

HARRISONVILLE MP, LLC a Missouri Limited Liability Company

ATTEST:

By:

Its: Manager/Member

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 2nd day of February, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood, Mayor of the City of Harrisonville, Missouri, a City duly incorporated 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 and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

April L. Wiskur

April L. Wiskur NOTARY PUBLIC

My Commission Expires:

November 7, 2010

[SEAL]

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

APRIL L WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 23rd day of February, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry D. Simmons, the Manager/Member of Harrisonville MP, LLC., a Missouri Limited Liability Company, who is personally known to me to be the same person who executed the within instrument on behalf of Harrisonville MP, LLC., and such person duly acknowledged the execution of the same to be the act and deed of Harrisonville MP, LLC.

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

Jessica Rutland
NOTARY PUBLIC

My Commission Expires:

4-18-12

[SEAL]

JESSICA RUTLAND
Notary Public
Commission # 08419679
Notary Seal
STATE OF MISSOURI
Jackson County, Commission Exp. 04-18-2012

EXHIBIT D

Updated Development Schedule – The Redevelopment Project

Begin Construction Redevelopment Project (East Side)	February 2008
End Construction Redevelopment Project (East Side)	March 2009
Project East Side Saturates	October 2010
Begin Construction Redevelopment Project (West Side)	February 2009
End Construction Redevelopment Project (West Side)	June 2009
Project West Side Saturates	October 2010


Westchester Ave
Westchester Ave
Westchester Ave
Casey's General Store
Hawthorn Bank
Pizza Hut
Sporting Supply
Harrisonville Winnelson Co
Town Creek
Town Creek
Price Chopper
China Wok
Great Clips
Forged by Fire Kitchen & Tap House
Burger King
W Mechanic St
CVS
BP
S Commercial St
S Commercial St
W Wall St
AT&T Store
Redbox
Walgreens
W Mechanic St
W Washington St
DQ Grill & Chill Restaurant
Sam St
DLS Tire Centers, Inc
Mike's 71 Cycle
Hillards Auto Sales
S Oakland St

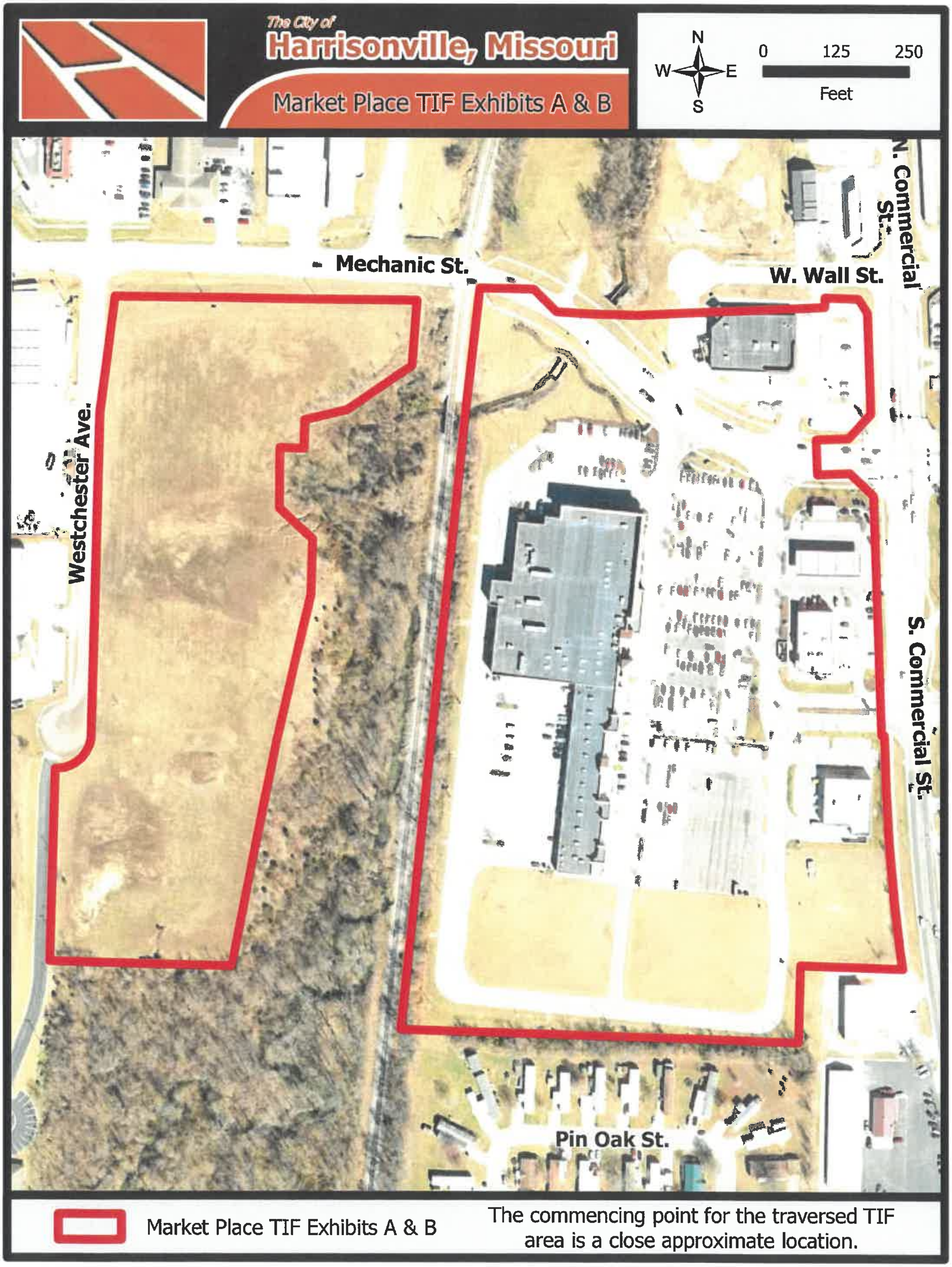
Google Maps

Attachment: TIF Progress Responsibilities (Board TIF Progress Report)

Marketplace TIF
West side

Marketplace TIF
East Side

Attachment: TIF Progress Responsibilities (Board TIF Progress Report)


The City of
Harrisonville, Missouri
Market Place TIF Exhibits A & B
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Feet
Mechanic St.
W. Wall St.
N. Commercial St.
Westchester Ave.
S. Commercial St.
Pin Oak St.
Market Place TIF Exhibits A & B
The commencing point for the traversed TIF area is a close approximate location.

COUNCIL BILL 087
REDEVELOPMENT AGREEMENT
EXHIBIT B

TAX INCREMENT FINANCING

REDEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HARRISONVILLE, MISSOURI

AND

D. J. CHRISTIE, INC.

FOR THE

HARRISONVILLE TOWNE CENTER

TAX INCREMENT FINANCING PLAN

responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval and consents by the City under the terms of this Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE, MISSOURI

ATTEST:

Debbie Grant City Clerk

By: Mayor, Kevin Wood

APPROVED AS TO FORM:

Chris Williams City Attorney

D. J. CHRISTIE, INC., a Texas corporation

ATTEST:

By: David J. Christie

Its: President

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 21 day of November, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Paula D. Billinger
NOTARY PUBLIC

My Commission Expires:

4-14-2009

Paula D. Billinger
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County Comm. #05539142
My Commission Expires April 14, 2009

[SEAL]

Paula D. Billinger
NOTARY SEAL
NOTARY PUBLIC
STATE OF MISSOURI

STATE OF ~~MISSOURI~~ Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 22nd day of December, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David J. Christie, the President of D. J. Christie, Inc., a ______________ company, who is personally known to me to be the same person who executed the within instrument on behalf of D. J. Christie, Inc., and such person duly acknowledged the execution of the same to be the act and deed of D. J. Christie, Inc..

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

Melissa A Ehart
NOTARY PUBLIC

My Commission Expires:

12/29/08

[SEAL]

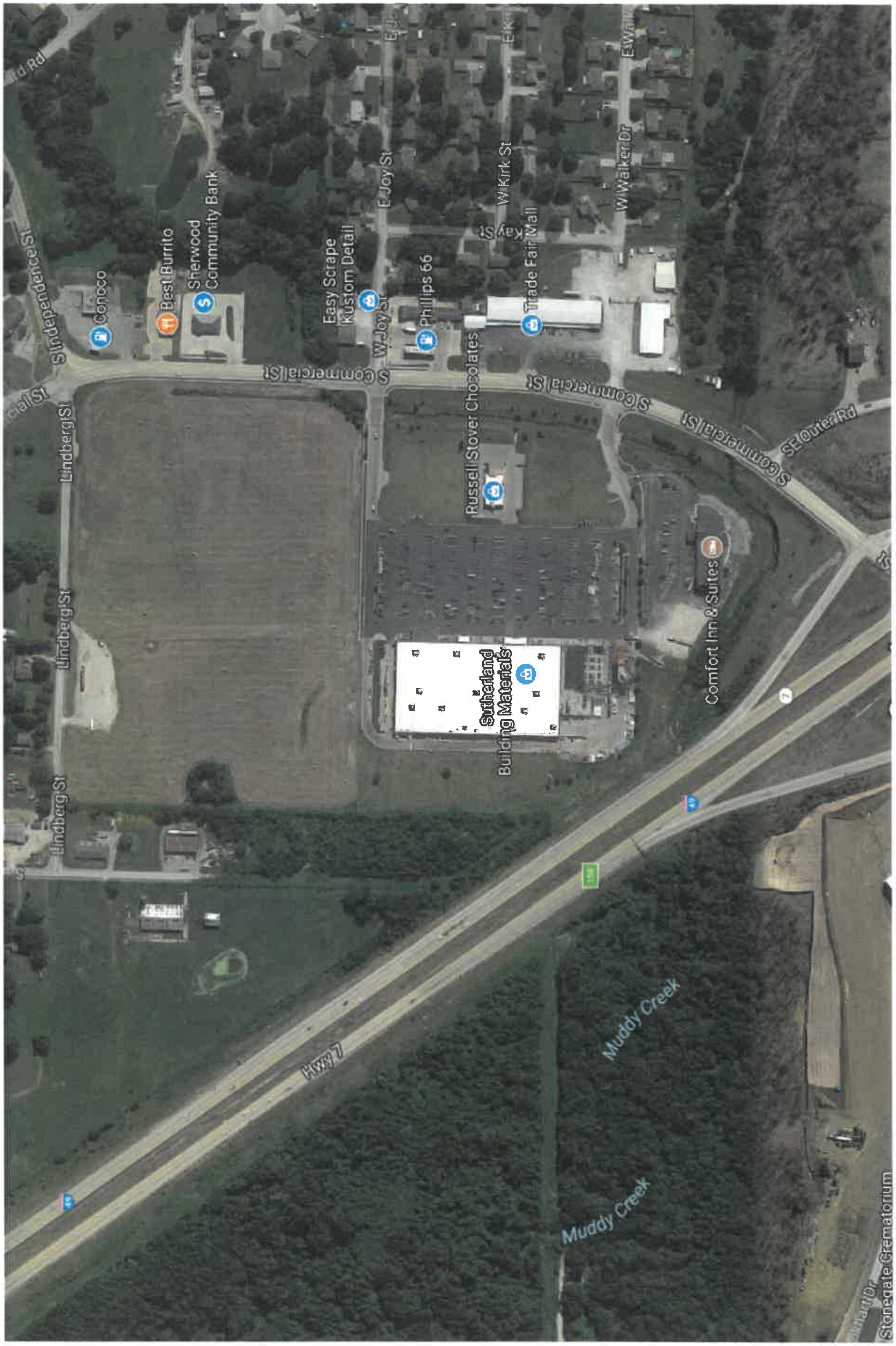
NOTARY PUBLIC - State of Kansas
MELISSA A. EHART
My Appt. Expires 12/29/08

EXHIBIT D

SCHEDULE OF DEVELOPMENT

The construction of Redevelopment Project I will commence promptly following the approval of this Plan and Redevelopment Project I and the issuance of Obligations necessary to finance the Reimbursable Project Costs and closing of Private Loans as necessary to finance the remainder of the Redevelopment Project Costs.

The construction period is estimated to be approximately twenty four (24) months for Redevelopment Project I with a target date for completion of February 1, 2008.

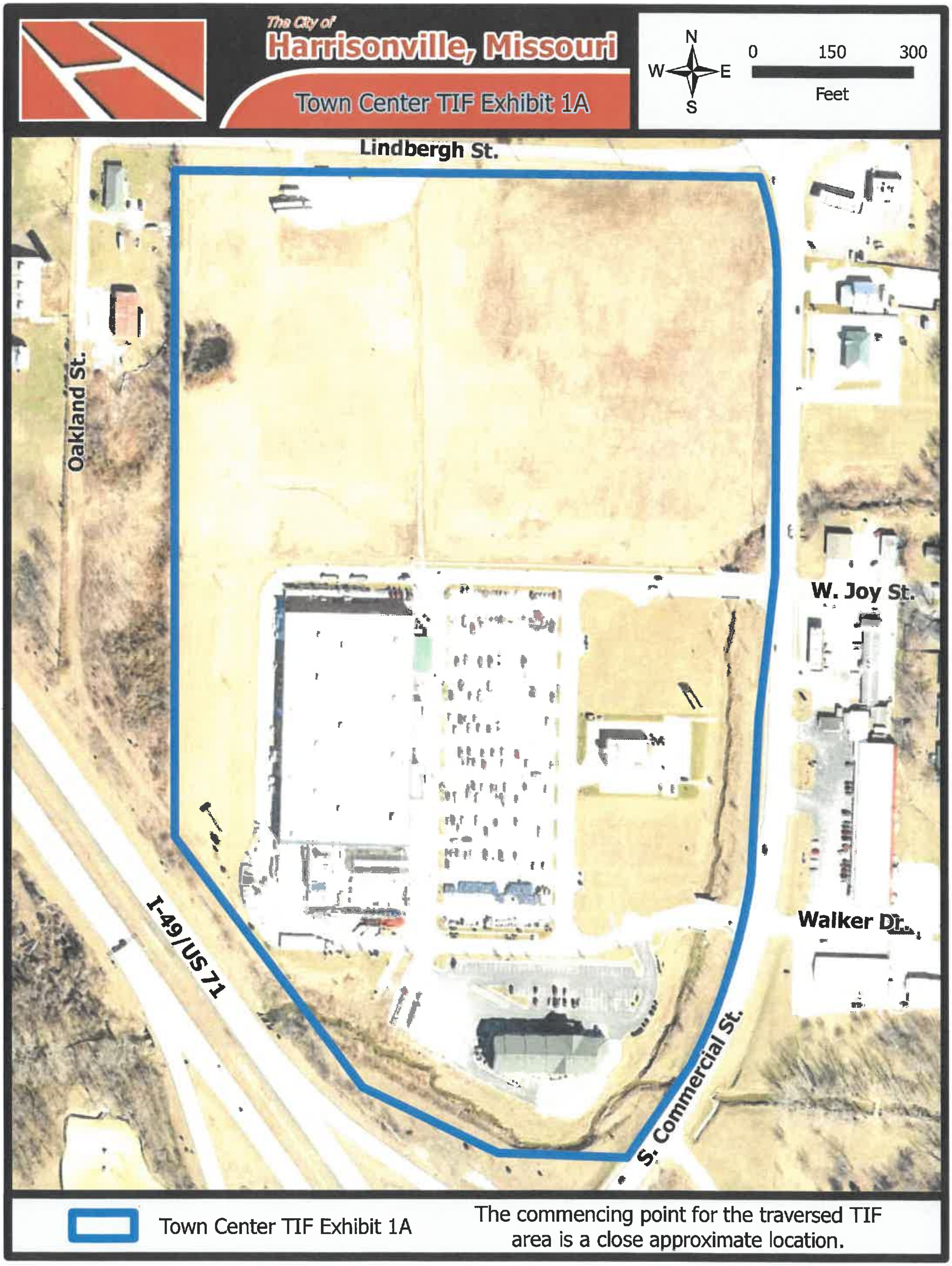

Conoco
Best Burrito
Sherwood Community Bank
Easy Scrape Kustom Detail
Phillips 66
Trade Fair Mall
Russell Stover Chocolates
Sutherland Building Materials
Comfort Inn & Suites
S Independence St
S Commercial St
Lindberg St
W Joy St
E Joy St
W Kirk St
Kay St
W Walker Dr
SE Outer Rd
Hwy 7
Muddy Creek
Muddy Creek
Stonegate Crematorium

Google Maps


S. Orchard Rd.
Trinity Cir.
S. Independence
Commercial St.
S. Commercial St.
Kirk St.
Walker Dr.
Kay Ave.
W. Joy St.
E. Outer Rd.
Lindbergh St.
Oakland St
50 m
100 ft

Town Center TIF

Attachment: TIF Progress Responsibilities (Board TIF Progress Report)


The City of
Harrisonville, Missouri
Town Center TIF Exhibit 1A
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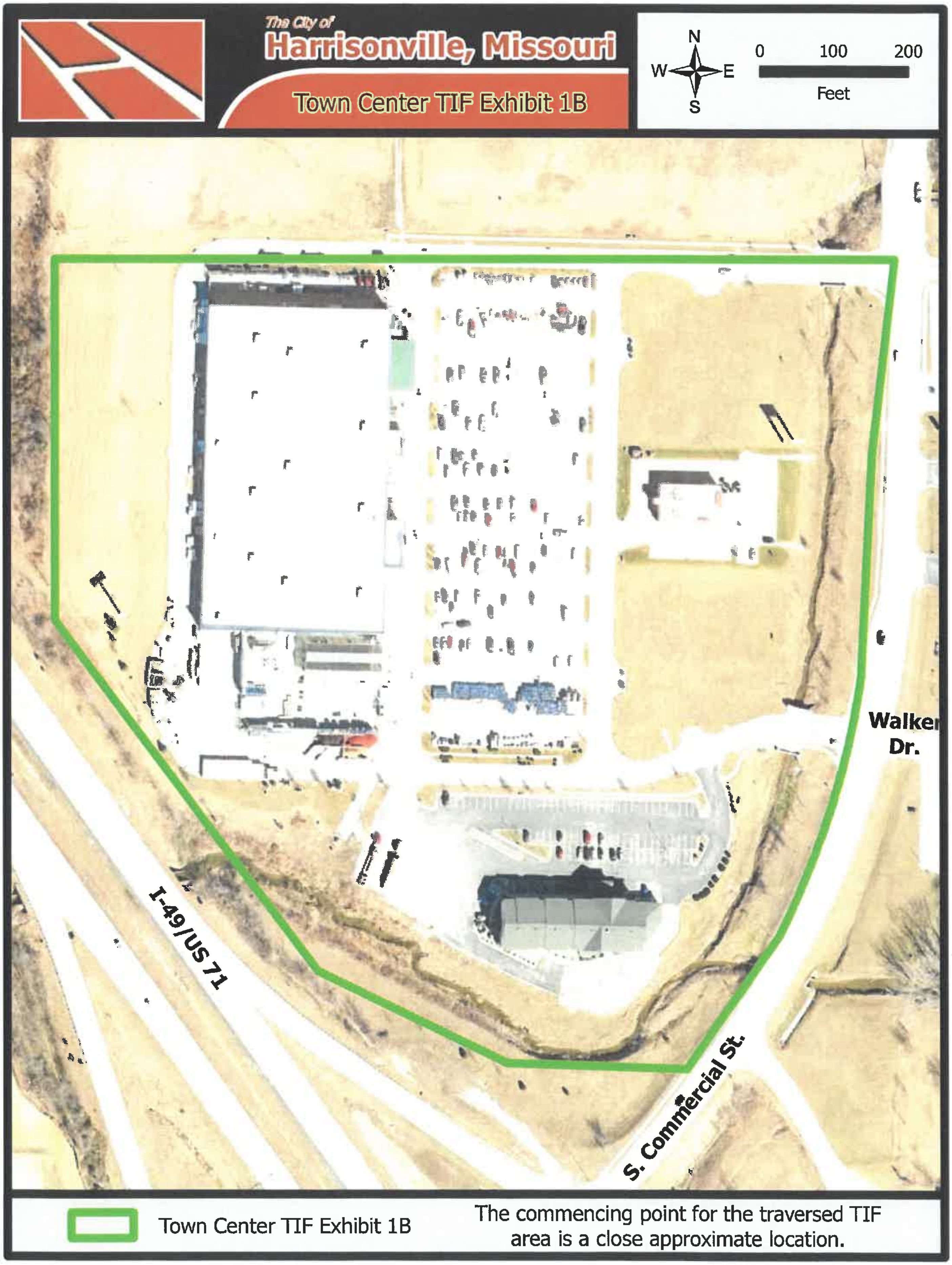
Feet
Lindbergh St.
Oakland St.
W. Joy St.
Walker Dr.
I-49/US 71
S. Commercial St.
Town Center TIF Exhibit 1A
The commencing point for the traversed TIF area is a close approximate location.


The City of
Harrisonville, Missouri
Town Center TIF Exhibit 1B
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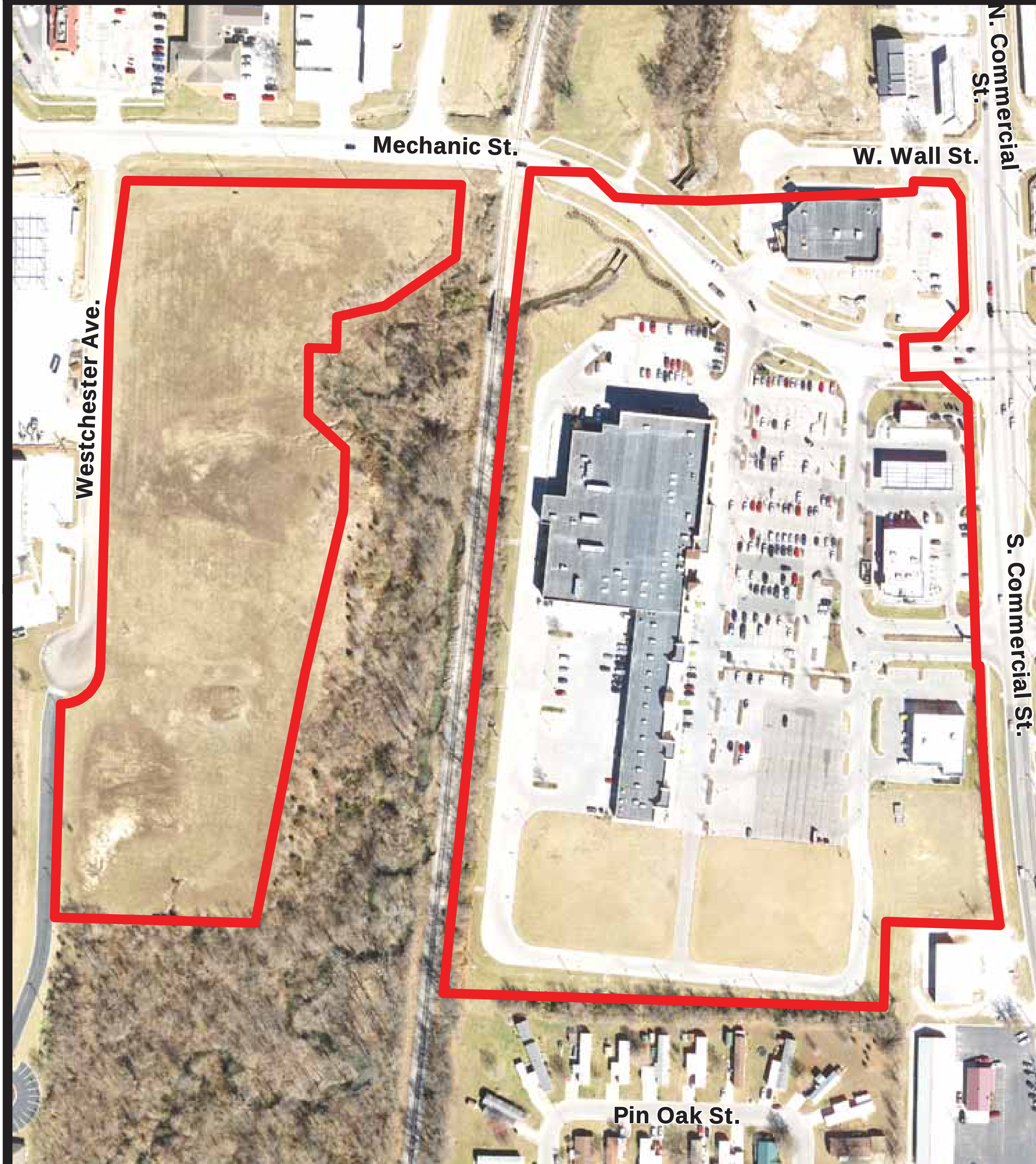
Feet
Walker Dr.
I-49/US 71
S. Commercial St.
Town Center TIF Exhibit 1B
The commencing point for the traversed TIF area is a close approximate location.

The City of
Harrisonville, Missouri
Market Place TIF Exhibits A & B

0 125 250
Feet



Market Place TIF Exhibits A & B

The commencing point for the traversed TIF area is a close approximate location.

The City of
Harrisonville, Missouri
Town Center TIF Exhibit 1A

0 150 300
Feet

Town Center TIF Exhibit 1A

The commencing point for the traversed TIF area is a close approximate location.

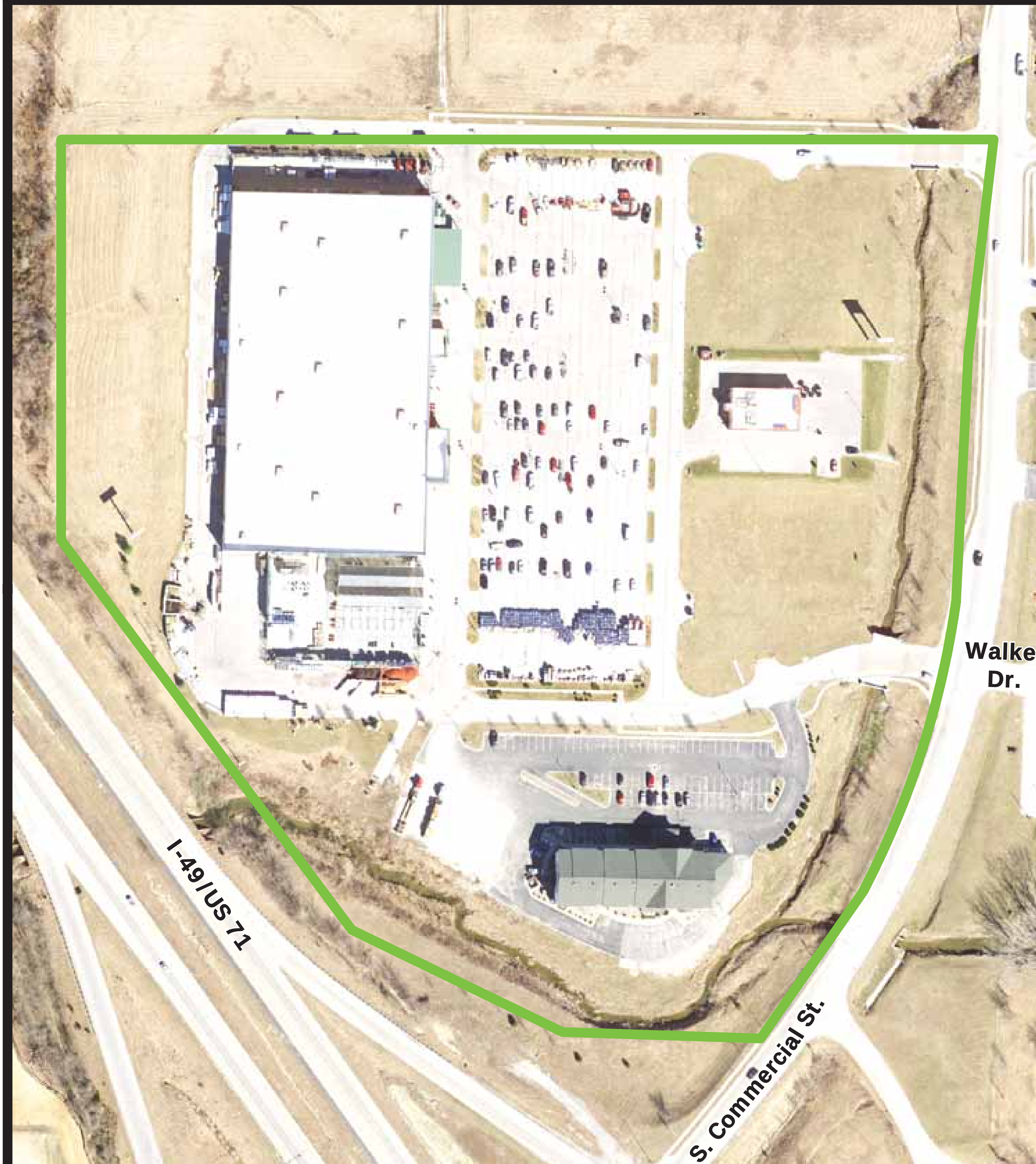
The City of

Harrisonville, Missouri

Town Center TIF Exhibit 1B

0 100 200

Feet



Town Center TIF Exhibit 1B

The commencing point for the traversed TIF area is a close approximate location.