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CASS COUNTY, MISSOURI



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# DOCUMENT COVER PAGE

Ordinance No. 3073

Document Date: February 2, 2009

Document Title:

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

CITY OF HARRISONVILLE

FILED

MAR 13 2009

JANET BURLINGAME

CASS COUNTY CLERK

#### 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 Exhibit A, is hereby approved and adopted.

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 2<sup>nd</sup> day of February 2009.

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

ATTEST:

Debbie Grant, City Clerk

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

#### EXHIBIT A

# HARRISONVILLE MARKET PLACE AMENDED TAX INCREMENT FĪNANCING 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. 12<sup>TH</sup> STREET

KANSAS CITY, MO 64105

TELEPHONE: (816) 374-0540

FACSIMILE: (816) 817-0241

December 4, 2008

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#### 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. Act. The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 et seq., Revised Statutes of Missouri.

- B. <u>Blighted Area.</u> 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. <u>City</u>. Harrisonville, Missouri.
  - E. <u>City Collector</u>. 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. <u>Debt Service</u>. 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. <u>Developer</u>. Harrisonville MP, LLC, a Missouri limited liability company, or its successors or assigns for the Redevelopment Project Area.
- K. <u>Economic Activity Account.</u> The separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.
- L. <u>Economic Activity Taxes</u>. 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.

j.

- M. <u>Financing Costs</u>. 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. <u>PILOT Account.</u> 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. <u>Preliminary Site Plan</u>. 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. <u>Public Improvements</u>. 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. <u>Redevelopment Project</u>. 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. <u>Special District Project</u>. 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. <u>TIF Commission</u>. 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;
- 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.

#### VII. PLAN IMPLEMENTATION

A. <u>Site Acquisition, Clearance, and Preparation</u>. Harrisonville MP, LLC currently holds title to the Redevelopment Area (excluding such areas of the Redevelopment Area that have been transferred to third parties as anticipated by the Redevelopment Project).

After completion of site acquisition, Developer will undertake to eliminate the blighted conditions which exist in the Redevelopment Area and will prepare the Redevelopment Area for rehabilitation and construction in accordance with the Preliminary Site Plan attached as Exhibit 4 (or final site plans approved by the City) and as generally described in this Plan.

- B. <u>Public Infrastructure and Improvements</u>. Adequate public facilities and utilities will be required to service the Redevelopment Area. The Public Improvements for the Redevelopment Project which will be funded from the Special Allocation Fund, and Special District Sales Tax, and are generally described on the attached Exhibit 6.
- C. Private Development. The Redevelopment Project will include the 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. Developer will be required to maximize the economic development within the Redevelopment Area in accordance with market demands and to design the size and placement of retail commercial space and parking areas to ensure the highest and best use of the Redevelopment Area.
  - 1. <u>Design Generally</u>. The buildings will be designed to high quality standards.
  - 2. <u>Landscaping and Screening</u>. Sufficient landscaping and green space will be provided to minimize visibility of the buildings and parking lots in the Redevelopment

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. <u>Storm Water</u>. 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. <u>Schedule of Development</u>. 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. <u>Relocation Plan</u>. 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. <u>Issuance, Type, and Term of Obligations</u>. 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. Pav-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. <u>Economic Activity Taxes</u>. 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) <u>Current Utility Taxes and Utility Tax Rate</u>. There were no utility taxes paid in the Redevelopment Area in 2005-2006.
- 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. <u>Payments in Lieu of Taxes</u>. 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. <u>Certification by City.</u> 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. <u>Deposit of Funds</u>. 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. <u>Built with TIF versus Not Built and Economic Impact of the Redevelopment Plan.</u> 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 \$ 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 \$ 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 I - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

**BLIGHT STUDY** 

SEE ATTACHED

## BLIGHT ANALYSIS CITY OF HARRISONVILLE, MISSOURI

11

PREPARED FOR:
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#### 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.
- 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.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- 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

#### Copyright Statement

This document was prepared for the intended use of Spencer Fane Britt & Browne LLP, Simmons Investments, Inc., and the Tax Increment Financing Commission of Harrisonville, Missouri. For it's redevelopment of certain real estate properties referenced within the report.

With the exception of the unlimited use by Spencer Fane Britt & Browne LLP, Simmons Investments, Inc. and the Tax Increment Financing Commission of Harrisonville, Missouri. No part of this document may be reproduced, duplicated, or transmitted by mechanical, digital, or any other means without permission in writing from MDA/EMC. MDA/EMC retains all copyrights to the material located within this document and the material located herein is subjected to the U. S. Copyright Law found in the United States Code, Title 17, Chapter 1-13.

#### **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.

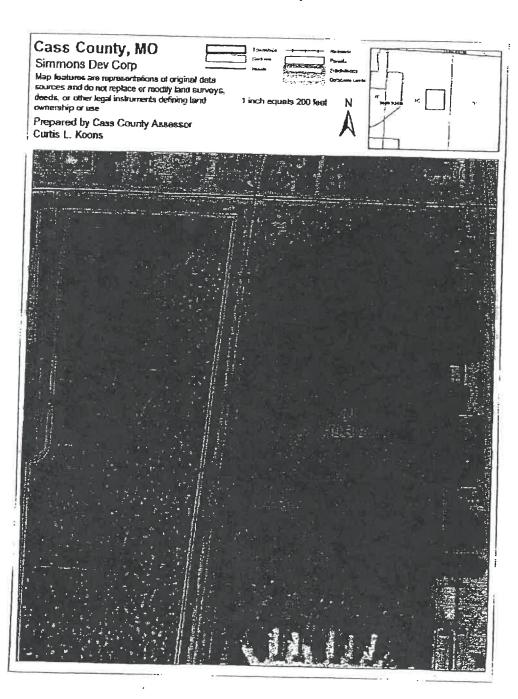
#### II. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

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

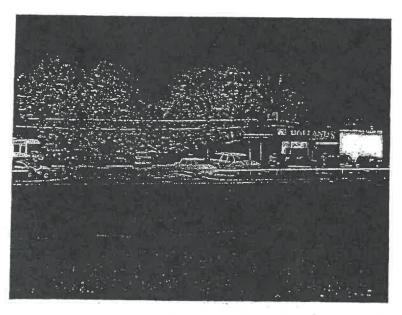


Figure 3, Existing Land Use Vacant Lot

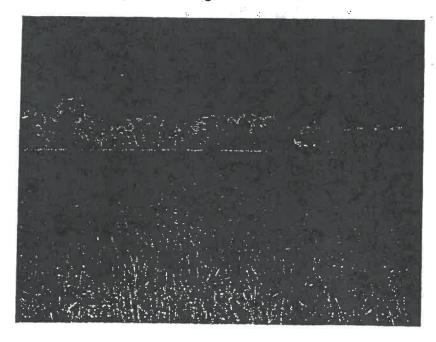


Figure 4, Existing Land Use, Parking Lot

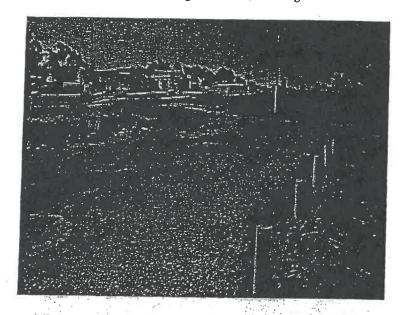


Figure 5, Surrounding Land Use, Abandoned Restaurant

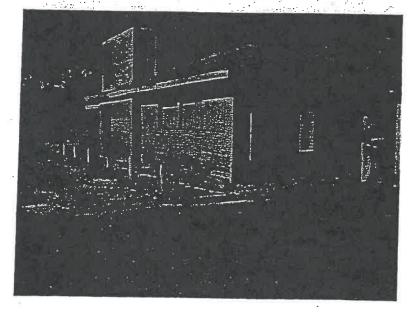


Figure 6, Surrounding Land Use

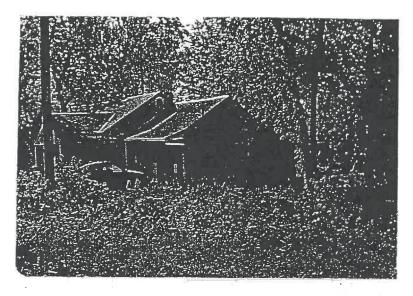


Figure 7, Surrounding Land Use

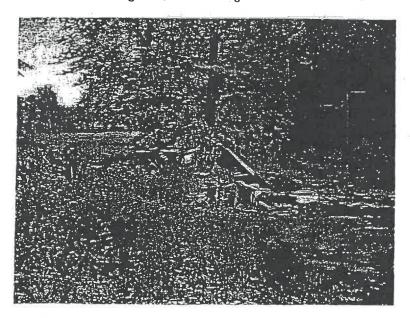


Figure 8, Existing Topography

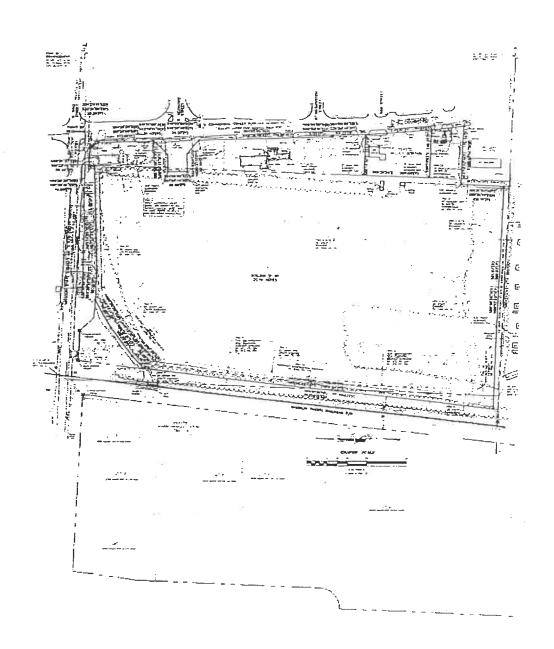
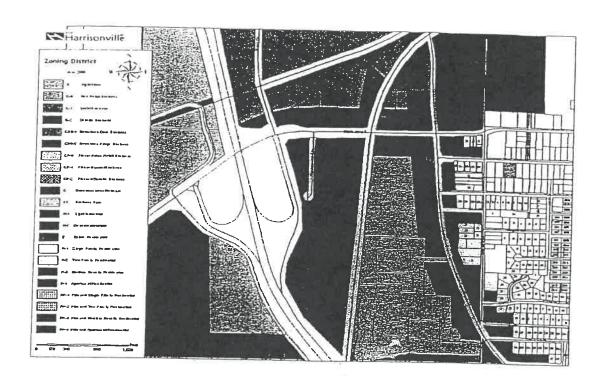


Figure 9, Zoning Map



#### 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

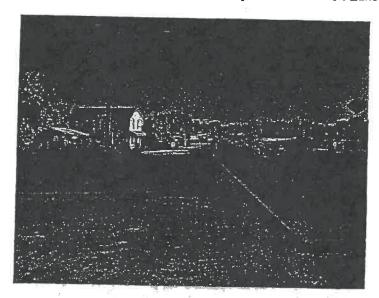


Figure 11, Defective Street Layout, Inadequate Deceleration Lane

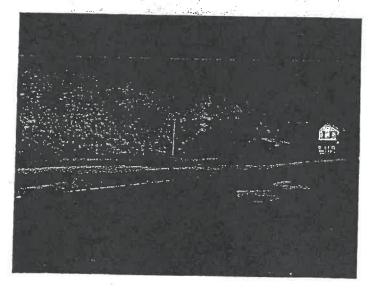


Figure 12, Defective Street Layout, Inadequate Access Behind Used Car Lot

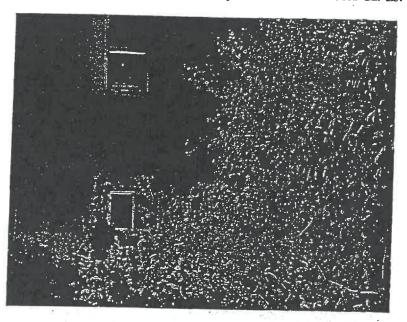
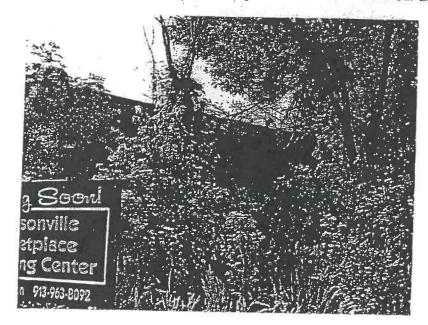


Figure 13, Defective Street Layout, Inadequate Access Behind Used Car Lot



#### 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

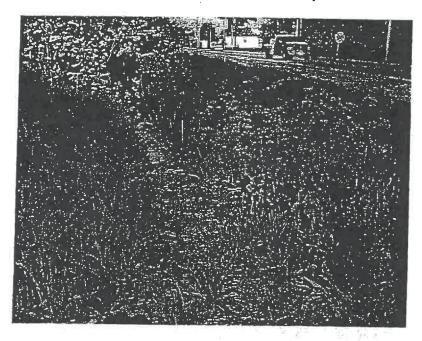


Figure 17, Unsanitary or Unsafe Conditions Deteriorated Culvert

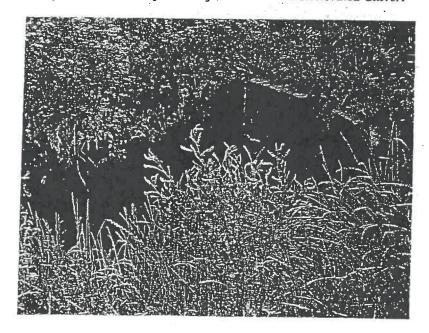


Figure 18, Unsanitary or Unsafe Conditions Rutted Gravel Parking Lot

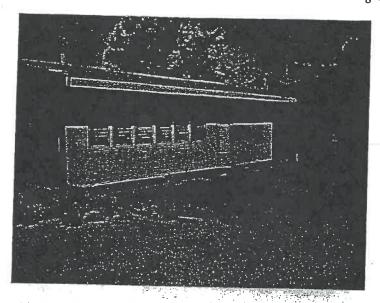
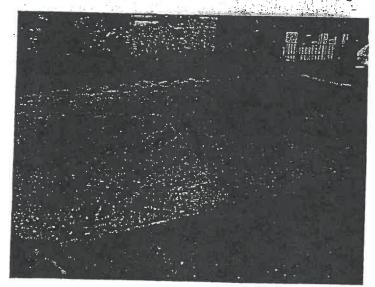


Figure 19, Unsanitary or Unsafe Conditions Deteriorated Walking Surfaces



#### 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	)
COUNTY OF JACKSON	) ss: )

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 "bighted 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 subdiv	ision (1) of Mo. Rev. Stat. Section 99.810 have been me
	SORV PUBLICATION	Harrisonville MP, LLC, a Missouri limited liability company
	Commission# = 08419679	By: Simmons Investments Inc

Name: Jerry D. Simmons
Fitle Chief Executive Officer

Subscribed and sworn to before me, a Notary Public, to and for said County and State, this day of

My commission expires:

William III

4-18-12

Printed name

Intary, Public

#### PRELIMINARY SITE PLAN

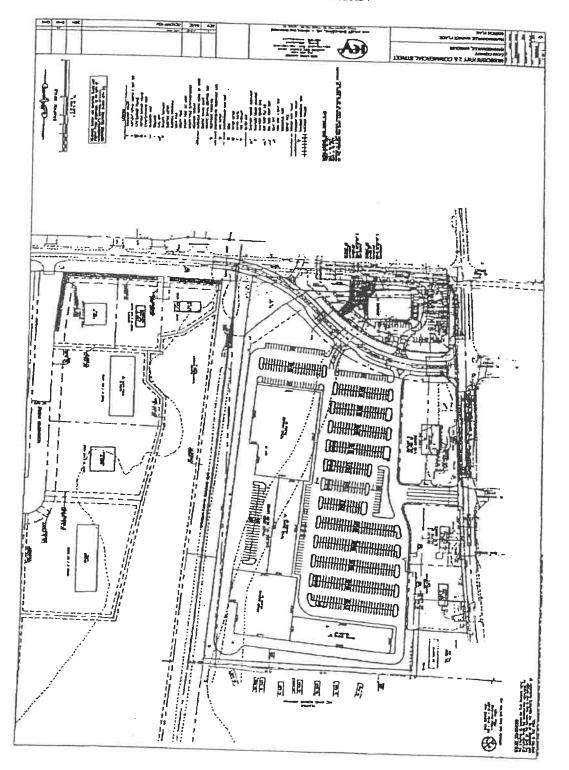


Exhibit 4 - Page 1

### 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

ORIGINAL BEI	VISED
REIMBURSABLE REIMB	URSABLE OUNT
Land Cost 2,431,396 2,431,396 2,431,398	2,431,396
Highway 2 Relocation 2,277,305 2,277,305 4,637,362	4,637,382
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 10,084,096 47,043,434 1	8,104,909

# HARRISONVILLE MARKET PLACE TIF PLAN OPINION OF PROBABLE CONSTRUCTION COSTS East of Railroad Tracks

October 6, 2008

	NO. ITEM	ORIGINAL TOTAL	ORIGINAL REMBURSABLE AMOUNT	REVISED IOTAL	REVISED REIMBURSABLE AMOUNT
1	Land	1,631,398	1,631,396	1,631,396	1,631,396
	Total	1,631,396	1,631,396	1,631,396	1,631,396
High 1	General Requirements Pre-Construction Services	350,000	350,000	700,933 271,484 21,500	<b>700,</b> 933 271,484 21,600
	Gas Surcharge ICE Compliance Temporary Utilities Construction Albes Street Malmenance			6,832 10,511 19,480 1,337 8,382	6,832 10,511 12,490 1,337
	Water Control Field Office & Sheds Equipment Rental Oleaning Miscellaneous			6, 975 8,919 17, 612 14,387	8,392 6,475 8,919 17,612 14,387
	MODOT Overhead MODOT Bond City Admin, Review City Bond GL Insurance			15,678 82,653 17,868 12,283 5,351	15,678 52,553 17,658 12,783 5,351
2	Traffic Control Cleaning & Grubbing Site Demolition Soil Conditioning	10,000	40,000	11:338 198,923 143,758 38,460	11,338 198,923 <b>143,758</b> 38,460
3 4 5	Embankment Common Excavation 12" Asphalt Pavement 12" Asphalt Pavement Mill & Overley Comm. St.	30,800 71,000 174,500	30,000 71,000 174,600	105,296 38,327 249,056 1,017,494 378,875 53,488	106,296 39,327 249,056 1,017,494 378,676
5	Pavement Markings Traffic Signs Comm. St. & Well Street 8" Concrete Pavement	- Tribba		30,115 7,838 547,378	53,488 30,116 7,638 547,378
7	Curb & Gutter	36,000 30,600	36,000 30,500	81,187	81,187
8 9	Storm Sewer Pipe	22,500	22,500	38,825 102,890	38,825 102,890
10	Storm Sewer Inlets 18 x 10 RCB	12,000	12,000	12,000	12,000
11	RR Crossing	160,000	150,000	382,287	382,287
12	Sidewalk	150,000	150,000	134,851	134,851
13	Street Lighting	30,000 180,000	30,000	52,490	52,490
14	Landscaping	5.000	180,000	48,062	48,062
15	Erosion Control	20,000	5,000	90,867	20,867
16	Traffic Signal	200.000	20,000 200,000	168,018	16B,01B
17 18	Engineering Design Fees Legal	15,000 40,000	15,000 40,000	210,485 19,767 40,976	210,485 19,767 40,976

	Total Contingencies (15%)	1,526,700 176,505	1,528,700	3,533,271	3,533,271
	TOTAL COSTS	1,703,205	176,505	529,891	529,891
		1,793,203	1,703,205	4,083,282	4,063,262
	Costs				
	Mebilization	50,000	50,000	AAR DOLL	
	General Requirements	<b>,-</b>	20,000	448,601	446,601
	Pre-Construction Services			.258, 197	256,197
	Gas Surcharge			21,500	21,500
	ICE Compliance			8 829	5,829
	Temporary Utilities			10,508	10,506
	Construction Aides			19,482	19,482
	Water Control			1,337	1,337
	Field Offices & Sheds			5,354	5,354
	Equipment Rental			0,915	8,915
	Cleaning			17,765 13,206	17,765
	Miscellaneous			14,531	13,200
	City Admin. Review			19,557 20,749	14,551
	City Bond			14,727	40,149
	GL Insurance			13,457	14,727
-	RR Insurance			2,828	13,457
3		75,000	75,000	75,000	2 526
'n		60,000	60,000	1,544,588	75,600 1,544,588
	Sits Preparation		,	FZ 118	
	Strip Topsoil & Site Grading Soil Conditioning			170, 483	42,116 170,483
				758,275	788,275
	Excavation, Backfilling, etc. Topsoil			383, 183	383.103
	Soil Stabilization			83,420	88,420
4	Payement	elicita e tas		102, 191	102 191
•	Bituminous Payement	500,000	500,000	764,659	764,659
	Concrete Paving			860,503	650.508
	Pavement Madengs			91,725	91,725
5	Curb & Gutter	Contains to the con-		12.426	12.428
В	Sidewalka	112,500	112,500	90,194	90,194
7	Storm Sewer	0	D	28,864	28,864
8	Inlets / Junction Boxes	165,000	165,000	123,310	123,310
9	Water Main	75,000	75,000	75,000	75,000
10	Fire Hydrania	180,000	180,000	185,999	165,899
11	Sanitary Sewer (8")	35,000	35,00D	35,000	35,000
12	Sanitary Sewer Manholes	150,000 30,000	150,000	331,592	331,592
13	Site Lighting	60,000	30,000	30,000	30,000
14	Landscaping	75,000	60,000	D	G G
	Landscaping	. 10,000	75,000	144,745	144,745
	Monument Signs			48,529	48,920
	Relaining Walls			58,248	58,248
15	Erosion Control	30,000	20 000	37,570	37,570
18	Inigation	50,000	30,000	185,322	185,322
17	Demolition and Env. Remediation	100,000	60,000	60,000	60,000
	Site Demolition	,00,000	100,000	254,120	254,120
	Barners & Enclosures			48,964	48 964
	Env. Remediation			327	322
18	Fee In Lieu of Detention	45,000	JE 800	201,634	204,834
	Wetlands Fee	14,084	45,000	45,000	45,000
19	Site Engineering	60,000	14,064	14,064	14,064
20	Geotechnical Engineering	75,000	60, <b>000</b>	24,037	24,037
	-	4 43400	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	2,006,584	4.875,476	4,876,476
	Contingencies (15%)	300,985	360,985	731,471	731,471
	TOTAL COSTS	2,307,549	2,307,549		
	101AL 00014	Z,301,343	2,307,340	5,607,947	5,807,947
Bulldl	ng / Site Cost				
1	Anchor	5,400,000	210,000	5,400,000	210,000
2	Junior Anchor	3,844,650	143,800	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
5.57	Outlot 1	406,000	000,8	406,000	6,000
5	Outlot 2	406,000	8,000	406,000	6.000
	Outlot 3	812,000	12,000	812,008	12.000
-8	Outlot 4	2,684,675	57,000	2,684,575	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 Bullding Cost	22,483,325	713,000	22,483,325	713,000
Soft C	nst				,
	Eng., Arch., Survey, Permits Const. Mgmt., Market Studies, Developer's Fee, & Misc.				
*1	Consultant Fees	381,428	361,426	737.328	737,328
	Kaw Valley Engineering	·		198,458	198,468
	J. Price Architecture			138,870	138,870
	Developer Fee			400,000	400,000
2	Legal	80,000	80,000	44,223	44,223
	Total	441,428	441,426	781,551	781,551
	Contingencies (15%)	67,808	67,000	117,233	117,233
	Total Soft Cost	508,426	508,426	898,784	898,784

#### HARRISONVELE MARKET TIF PLAN ÖPINION OF PROBABLE CONSTRUCTION COSTS West of Reproad Tracks

Cletinas 24 Amile					
October 31, 2006 NO. 17EM	filia a ffirm	44.10			
Land Cost	QUANTITY	VENT	UNIT PRICE	TOTAL	REMBURSABLE
1 Lánd	3	0 Action		800,200	800,008
*					200,200
Total Land Cost				500,000	600,006
Highway 2 Relocation					
1. Clearing 3 Crubbing	2				
2. เดือนเลอก เลียนของเล	5.000	Acros CY	5,000	19,000	10.000
J. 17" Appeal Pargeine	2,100	5Y	5 36	22,500 75,600	72.509
4 8" Coocarle Pavement	400	57	50	20,000	73,600 20,006
5 Curb & Gutter	1.100	LF	13.	18.300	15.500
O. Diama Serie Papa	450	€.F	20	22,500	22,500
7. Storm Sever Wests 8. Sidewalk	4	EX	3,000		12,000
9. Street Lighthng	1,000 500	ΩF 257	.30	30,000	30,000
10: Landscaping	1	Acres	230	100,000	107,009
13, Execution Company		is	20,000 20,000		5,000
12. Traffic Signal	1	EA	150,000	150,000	20.000 150,000
13. Engineering Design Flos	1	Lump Swa	15,000	75,000	15,000
Total					
Constituenties (15%)				489,100	499,100
Total Highway 2 Construct	lon d'a			75,200	76,000
the state of the s	TOPIS			574,100	374,100
Эмэ Cosca					
1. Mubilitation	3.0	Lump Sum	50,900.00	80,000	50,000
2 Emberkmerat 2 Excavation	0.00p	CY	2.50	12,500	12,800
4 Parement	5.000	Ct	2.50	12,500	12,500
5 Darb & Gutter	70,000 4.800	\$Y	25.00	250,000	250,000
5. Storm Spann	1,200	LF.	15.00	89,000	E9.000
7 Inlate Lunction Boxes	12	Each	3,000,00	60,000 35,000	ED_000
3 Water Main	<b>500</b>	LF.	50.00	25,000	35,000
7 Fire Hydranas	4	Ebch	2,500.00	10,000	23,000 23,000
10. Shu Lighting	,	Lizzip Sum	60 DD0 0D	60,000	.60,000
12 Erosion Cannol	5.0	ACRES	5.000.00	25,000	25,000
13. kmga kap	4	Lump Sum	30,000.00	30,000	30.000
14. Fee in Lieu of Detembro	12	Lump Scin	2,000,00	24,000	69,000
15. See Engineering	3	LUMP SAUT	00.000.00	24,000	24000 80.000
18. Quorechnical Engliseoring		Lump Sum	75,000.00	7,5,000	75,000
17. See Construction Testing	1	Lump Sium	75,000,00	75,000	73,000
Total					
Contingenties [15%]				934,000	934,000
Total On Sire Construction	Courte			141,000	141.200
				1,075,000	1,075,000
Building / She Cost					
1 Hotel	-66	Mays	53,000	3,180,000	192,000
7. Rustomant	5,500	51	206	1,339,000	40,000
3. Stops 4. Outota	7.6,000	SF	117	1,872,000	108,000
1. Outer 2	3,000 2,000	SF 3F	208	1,030,000	32,000
6 Oitlot3	2,700	SF	208	412,000	12,000
= 1 1	A., 1 11 11	¥!	208	558,200	18,000
Total				8,289,200	400,000
Contingencies (15%)				1,759,900	80,000
Total Building Cost			-	9,648,200	460,000
Soft Cost					,
Eng. Arch., Survey, Permis					
Const. Market Studies.					
Developers Fee & List					
Consultant Face	\$1,549,100.00		D:1	164,910	764,910
3 Légai				79,510	79.510
felat				=	
Contingenties (18%)				244,428	244,420
Total Soft Costs			_	37,000	37,000
				281,420	731,420
Total Wast of Raffroad Tracks				12,378,720	1,196,520
				~ a. u	7. 204.75

#### AMENDED DEBT SERVICE SCHEDULES

### TO BE COMPLETED BY CITY APPROVED UNDERWRITER

# 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						
		Harrisonvill	e Marketplace			
				Total Retail Sales net of		
Calendar	TIF		Assessed Value -	existing CVS and Price		
Year	Year	Real Property	Personal Property	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

					mable for be	SOL OCI VICE		
		Incremental						
			Total Cassis	Incremental	Incremental		İ	
Calendar		sales tax to the	Total Special		Real Property	TIF/Incremental		
	TIF Year	Project at 50%		Property Tax to	PILOTS to the	1.75	City Collection	Net Available TIF
Year		of Difference	the Project		Project	Project	Fee	Revenues
2009	1	\$234,300	\$151,700		\$156,822	\$570,877	-\$5,709	\$565,169
2010	2	\$294,382	\$193,706		\$188,417	\$710,112	-\$7,101	\$703,011
2011	3	\$383,384	\$256,719		\$264,847	\$962,810	-\$9,628	\$953,182
2012	4	\$530,493	\$361,965		\$419,614	\$1,387,902	-\$13,879	\$1,374,023
2013	5	\$542,081	\$368,625		\$428,225	\$1,405,333	-\$14,053	\$1,391,280
2014	6	\$553,842	\$375,384		\$437,008	\$1,423,210	-\$14,232	\$1,408,978
2015	7	\$565,780	\$382,245		\$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		-\$14,703	\$1,455,569
2018	10	\$602,678	\$403,451	\$19,268	\$455,105		-\$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
						0.,002,010	₩70,0 <u>2</u> 0	Ψ1,513,240
		\$13,934,944	\$9,228,231	\$1,292,163	\$10,087,518	\$34,542,857	-\$345,429	\$34,197,428
						1		,

EXHIBIT 10

AMENDED PROJECTED INCREMENTAL NON-TIF REVENUES

\$9,580,141	8.00%	NPV @				
\$22,916,819	\$251,487	\$80,114	\$3,068,274	\$19,500,944		
\$1,196,552	\$10,934	\$4,179	\$156,378	\$1,025,081	23	2031
\$1,179,092	\$10,934	\$4,179	\$154,067	\$1,009,912	22	2030
\$1,161,691	\$10,834	\$4.178	\$151,791	\$894,987	21	2029
\$1,144,943	\$10,934	\$4,178	\$149,547	\$880,283	20	2028
\$1,128,246	\$10,834	\$4,179	\$147,337	\$965,796	10	2027
\$1,111,786	\$10,934	\$4,179	\$145,160	\$851,623	8	2026
\$1,085,588	\$10,834	\$4,170	\$143,015	\$937,461	17	2026
\$1,079,621	\$10,834	\$4,178	\$140,901	\$923,607	16	2024
\$1,063,890	\$10,934	\$4,178	\$138,819	\$909,958	15	2023
\$1,048,390	\$10,934	\$4,179	\$138,767	\$898,510	14	2022
\$1,033,120	\$10,834	\$4,179	\$134,748	\$883,261	-1 (3	2021
\$1,018,076	\$10,934	\$4,179	\$132,755	\$870,208	12	2020
\$1,003,254	\$10,934	\$4,179	\$130,793	\$857,348	11	2019
\$988,651	810,934	\$4,178	\$128,860	\$844,678	10	2018
\$874,263	\$10,934	\$4,179	\$126,956	\$832,195	9	2017
\$980,089	\$10,934	\$4,179	\$125,080	\$819,898	00	2016
\$946,124	\$10,934	\$4,179	\$123,231	\$807,780	7	2015
\$932,365	\$10,934	\$4,179	\$121,410	\$795,842	σ	2014
\$918,809	\$10,934	\$4,179	\$119,618	\$784,081	Çî,	2013
\$905,454	\$10,834	\$4,179	\$117,848	\$772,493	4	2012
\$758,804	\$10,934	\$4,178	\$115,100	\$625,384	డు	2011
\$685,886	\$10,934	\$4,179	\$114,381	\$536,382	Ŋ	2010
\$604,113	\$10,934	\$4,178	\$112,700	\$476,300	_	2009
Project	Real. Property)		Revenues	Revenue	TIF Year	Year
Revenues to the	Revenues (existing		District TDD	TIF Sales Tax		Calendar
Total Non-TIF	Real Property	Revenues	TIF Special	Projected Non-		
	Projected Non-TIF	Personal Property	Projected Non-			
		Projected Non-TIF	12			
-						
	)istricts	Projected Non-TIF Revenues All Districts	ad Non-TIF	Project		

2007 A	d Valorem	Гах	Rates	
Mill Levies	Personal Property	Re	al 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

West Side				Assump	tions - Real I	Property and	Retail Sale:	s	
Description	Parcel ID	Land SF	Use	Bldg. SF/ Units	Assessed Value at completion	Current Assessed Value	Existing Sales	Forecast Sales/\$F	Forecast Sale Net of Existin
Lot 1	952104	47,891	Fast Food	3.500	\$112,000	85.750			
Lot 2	952103	37,490	Convenience	6,000	\$192,000	\$5,750	\$0	\$350	\$1,225,00
Lot 3	952102	29,828	Branch Bank	3,500	\$112,000	\$4,500	\$0	\$350	\$2,100,00
Lot 4	952105	84,346	Strip	9.600		\$3,580	\$0	\$0	S
Lo: 5	952106	85,804	Strip	9,600	\$307,200 \$307,200	\$10,120	\$0	\$200	\$1,920,00
Lot 6	952107	130,945	Holiday Inn Express	80	\$1,024,000	\$10,300	\$0	\$200	\$1,920,000
			, _,	0.0	\$1,024,000	\$15,710	\$0	\$16,863	\$1,349,04
ast Side		415,364		32,200	\$2,054,400	\$49,960	0.2		\$8,514,04
		263,102	Price Chapper	64,400	\$2,060,800		F0 200 000		
		80,710	CVS	13,225	\$423,200		\$8,200,000	\$350	\$14,340,000
Lot 8		62,726	Meiner's/Burger King	6,000	\$192,000		\$600,000	\$333	\$4,400,000
Lot 2		95,455	Proposed Shops B	21,000	\$672.000		\$0	\$350	\$2,100,000
Lot 5		32,372	Proposed Shops A	6,000	\$192,000		\$0	\$200	\$4,200,000
Lot 4		80,493	Retail Shops A	9,600	\$307,200		50	\$200	\$1,200,000
Lot 3		115,268	Junior Anchor	23,200	\$742,400		20	\$200	\$1,920,000
Lot 6		40,176	Fast Food	3,500	\$112,000		\$0	\$200	\$4,640,000
Lot 7		33,385	Bank	3,500	\$112,000		\$0 \$0	\$200 \$0	\$700,000 \$0
		803,687		150,425	\$4,813,600	\$124,460	\$8,800,000		\$33,500,000
Total / Avera	ige Owned	1,219,991		182,625	000,888,88	\$174,420	FD 000 000		
Other			Walgreens	13,225			\$8,800,000	\$271	
				13,223	ьэ	na	20	\$378	\$5,000,000

			Assumptions	- Real						
West Side			Property and Re	etail Sales		Real Prope	rty Assess	ed Value b	y Year	
Description	Parcel ID	Land SF	Use	Bldg. SF/ Units	Year Period	1	2	3	4	
Lot 1	952104	47,891	Fast Food	3,500	3					
Lot 2	952103	37,490	Convenience	6,000	2.5			\$112,000		\$112,0
Lot 3	952102	29,828	Branch Bank	3,500	3			\$192,000		\$192,00
Lot 4	952105	84,346	Strip	9,600	4			\$112,000		\$112,00
Lot 5	952106	85,804	Strip	9,600	3,5			\$153,600.0	\$153,600	\$307,20
Lot 6	952107	130,945	Holiday Inn Express	80	3.5			\$153,600.0 \$512,000.0	\$153,600 \$512,000	\$307,20 \$1,024,00
		416,304		32,200						
ast Side										
		263,102	Price Chapper	64,400	1	\$2,060,800				
		BG,710	CVS	13,225	1	\$423,200				\$2,060,80
Lot 8		62,726	Meiner's/Burger King	6,000	1	\$192,000				\$423,20
Lot 2		95,455	Proposed Shops B	21,000	2.5	0.02,000	\$336,000.0	\$336,000		\$192,00
Lot 5		32,372	Proposed Shops A	6,000	3.5		0000,000.0	\$96,000	\$96,000	\$672.00
Lot 4		80,493	Retail Shops A	9,600	4			930,000	\$307,200	\$192,00
Lat 3		115,268	Junior Anchor	23,200	4				\$742,400	\$307,20
Lot 6		40,176	Fast Food	3,500	2		\$112,000		37 12.100	\$742,40 \$112,00
Lot 7		33,385	Bank	3,500	2.5		\$56,000.0	\$56,000		\$112,00
		803,687		150,425		\$2,676,000	\$504,000	\$1,723,200	\$1,964,800	\$6,868,00
Total / Avera	ege Owned	1,219,991		182.625						
Other			Walgreens	13,225	1.5					

West Side											
WEST SIDE											
		Value					Person	al Property A	sessed Valu	e by Year	
		Personal			Pers. Property						
Descriptio		Property/U		Aldo SE	assessed value						
n	Parcel ID	nit	Use	Units	at 33,33%	Year	1	_	_		
			-	O may	Br 33,35 /m	Period	,	2	3	4	
Lot 1	952104	\$30	Fast Food	3,500	\$34,997	3			524 007		
Lot 2	952103	\$30	Convenience	6,000	\$59,994	2.5			\$34,997		\$34,99
Lot 3	952102	\$40	Branch Bank	3,500	\$46,662	3			\$59,994 \$46,662		\$59,99
Lot 4	952105	\$20	Strip	9,500	\$63,994	4			\$31,996.8	F24 007	\$46,66
Lot 5	952106	\$20	Strip	9,600	\$63,994	3.5			\$31,996.8	\$31,997	\$63,99
Lot 6	952107	\$10,000	Holiday Inn Express	80	\$266,640	3.5			\$133,320.0	\$31,997 \$133,320	\$63,99
			-			-10			\$133,320.0	\$133,320	\$266,64
				32,200	\$536,280						
ast Side											
		\$15	Price Chopper	64,400	\$321,968	1	\$321,968				•
		\$30	cvs	13,225	\$132,237		\$132,237				\$321,96
Lot 8		\$30	Meiner's/Burger King	6,000	\$59,994	i	\$59,994				\$132,23
Lot 2		\$20	Proposed Shops B	21,000	\$139,986	2.5	400,00	\$69.993.0	\$69,993		\$59,99
Lot 5		\$20	Proposed Shops A	6,000	\$39,996	3.5		000,000.0	\$19,998	\$19,998	\$139,98
Lot 4		\$20	Retail Shops A	9,600	\$63,994	4			\$13,550	\$63,994	\$39,99
Lot 3		\$15	Junior Anchor	23,200	\$115,988	4				\$115,988	\$63,994
Lo16		\$40	Fast Food	3,500	\$46,662	2		\$46,662		3115,966	\$115,988 \$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 preciation o	\$1,503,766	1 =	.,.,,	1.00,000	w-02,200	<b>4</b> J31.234	a1,303,76t

EXHIBIT 11

AMENDED DIRECT TAX IMPACT ANALYSIS

					articipating [	715111615		
		1						ł
		Incremental		Incremental				
		sales tax to the	Total Special	Personal		NET	1	
Calendar		Project at 50%	District Tay to	Property Tax to	Real Property	TIF/Incremental		
Year	TIF Year	of Difference	the Project	the Project	PILOTS to the	Revenues to the		
2009	1	\$234,300	\$151,700		Project		Cumulative Total	Sumlus
2010	2	\$294,382	\$193,706	,	\$156,822	\$570,877	\$570,877	
2011	3	\$383,384	\$256,719	,000	4.00,717	\$710,112		
2012	4	\$530,493	\$361,965	\$57,860	\$264,847	\$962,810	\$2,243,800	
2013	5	\$542,081	\$368,625	\$75,830	\$419,614	\$1,387,902	\$3,631,702	
2014	6	\$553,842	\$375,384	\$66,403	\$428,225	\$1,405,333	\$5,037,036	
2015	7	\$565,780	\$382,245	\$56,976	\$437,008	\$1,423,210	\$6,460,246	
2016	8	\$577,896	\$389,209	\$47,549	\$445,967	\$1,441,540	\$7,901,786	
2017	9	\$590,195	\$396,277	\$38,122	\$445,967	\$1,451,194	\$9,352,980	
2018	10	\$602,678	\$403,451	\$28,695	\$455,105	\$1,470,271	\$10,823,251	
2019	11	\$615,348	\$410,733	\$19,268	\$455,105	\$1,480,502	\$12,303,753	
2020	12	\$628,208	\$418,124	\$9,841	\$464,426	\$1,500,347	\$13,804,100	
2021	13	\$641,261	\$425,626	\$108,945	\$464,426	\$1,619,702	\$15,423,802	
2022	14	\$654,510	\$433,240	\$97,632	\$473,933	\$1,638,452	\$17,062,254	
2023	15	\$667,958	\$440.969	\$86,320	\$473,933	\$1,648,003	\$18,710,257	
2024	16	\$681,607	\$448,813	\$75,008 \$63,695	\$483,630	\$1,667,564	\$20,377,821	\$1,356,89
2025	17	\$695,461	\$456,775	\$52,383	\$483,630	\$1,677,746	\$22,055,566	\$1,677,74
2026	18	\$709,523	\$464,857	\$41,071	\$493,521	\$1,698,141	\$23,753,707	\$1,698,14
2027	19	\$723,796	\$473,060	\$29,758	\$493,521	\$1,708,972	\$25,462,679	\$1,708,97
2028	20	\$738,283	\$481,386	\$18,446	\$503,611	\$1,730,224	\$27,192,903	\$1,730.22
2029	21	\$752,987	\$489,836		\$503,611	\$1,741,725	\$28,934,628	\$1,741,72
2030	22	\$767,912	\$498,414	\$7,134	\$513,901	\$1,763,858	\$30,698,487	\$1,763.85
2031	23	\$783,061	\$507,120	\$131,569	\$513,901	\$1,911,797	\$32,610,283	\$1,911,79
			4307,120	\$117,995	\$524,398	\$1,932,573	\$34,542,857	\$1,932,57
		\$13,934,944	\$9,228,231	\$1,292,163	\$10,087,518	\$34,542,857		
					8.00%	\$13,979,631		\$15,521,93

**State Blind Pension** 

Not Available For TIF

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					Projec	ted TIF Rev	enues - City					
Calendar Year	TIF Year			Project is built - Incremental Sales Tax	Project is not p built - Pers, Prop. Tax	Project is built ursuant to plan - Pers. Prop. Tax	Project is not p built - Real Prop. Tax	Project is built tursuant to plan F - Real Prop.	Project is not	Total - Project is built pursuant	Incremental	Surplus TII
2009	1	\$132,000	\$387,600	\$127,800	\$511	\$3,943		Tax	prist	to plan	TIF	Revenue
2010	2	\$132,000	\$453,144	\$160,572	\$511	\$4,622	\$1,337	\$20,520	\$1,849	\$152,262	\$150,414	
2011	3	\$132,000	\$550,237	\$209,119	\$511	\$7,589	\$1,337	\$24,384	\$1,849	\$189,578	\$167,730	
2012	4	\$132,000	\$710,720	\$289,360	\$511	\$9,787	\$1,337	\$33,733	\$1,849	\$250,440	\$248,592	
2013	5	\$132,000	\$723,361	\$295,680	\$511	\$8,633	\$1,337	\$52,664	\$1,849	\$351,810	\$349,962	
2014	6	\$132,000	\$735,191	\$302,096	\$511	\$7,480	\$1,337	\$53,717	\$1,849	\$358,031	\$356,182	
2015	7	\$132,000	\$749,214	\$308,607	\$511	\$6,327	\$1,337	\$54,791	\$1,849	\$364,367	\$362,519	
2016	8	\$132,000	\$762,432	\$315,216	<b>3</b> 511	\$5,174	\$1,337	\$55,887	\$1,849	\$370,822	\$368,973	
2017	9	\$132,000	\$775,849	\$321,924	\$511	\$4,021	\$1,337	\$55,887	\$1,849	\$376,27B	\$374,429	
2018	10	\$132,000	\$789.466	\$328,733	\$511	\$2,868	\$1,337	\$57,005	\$1,849	\$382,950	\$381,102	
2019	11	\$132,000	\$803,288	\$335,644	\$511	\$1,715	\$1,337	\$57,005	\$1,849	\$388,506	\$386,758	
2020	12	\$132,000	\$817,318	\$342,659	\$511	\$13,837	\$1,337	\$58,145	\$1,849	\$395,504	\$393,656	
2021	13	\$132,000	\$831,558	\$349,779	\$511	\$12,453	\$1,337	\$58,145	\$1,849	\$414,641	\$412,792	
2022	14	\$132,000	\$846,011	\$357,005	\$511	\$11,070	\$1,337	\$59,308	\$1,849	\$421,540	\$419,692	
2023	15	\$132,000	\$860,681	\$364,341	\$511	\$9,686	\$1,337	\$59,308	\$1,849	\$427,383	\$425,535	
2024	16	\$132,000	\$875,571	\$371,786	\$511	\$8,302	\$1,337	\$60,494	\$1,849	\$434,521	\$432,672	\$360,8
2025	17	\$132,000	\$890,685	\$379,342	\$511	\$6,919	\$1,337	\$60,494	\$1,849	\$440,582	\$438,733	\$438.7
2026	18	\$132,000	\$906,025	\$387,013	\$511	\$5,535	\$1,337	\$61,704	\$1,849	\$447,965	\$446,116	\$446,1
2027	19	\$132,000	\$921,596	\$394,798	\$511	\$4,151	\$1,337	\$61,704	\$1,849	\$454,251	\$452,403	\$452,4
2028	20	\$132,000	\$937,399	\$402,700	\$511	\$2,767	\$1,337	\$62,938	\$1,849	\$461,887	\$460,038	\$460,0
2029	21	\$132,000	\$953,440	\$410,720	\$511	\$1,384	\$1.337	\$62,938	\$1,849	\$468,405	\$466,557	\$456.5
2030	22	\$132,000	\$969,722	\$418,861	\$511	\$16,604	\$1,337	\$64,197	\$1,849	\$476,301	\$474,452	\$474.4
2031	23	\$132,000	\$986,248	\$427,124	\$511	\$14,944	\$1,337	\$64,197	\$1,849	\$499,662	\$497,814	\$497.8
					30.1	314,944	\$1,337	\$65,481	\$1,849	\$507,549	\$505,700	\$505,7
		\$3,036,000	\$18,237,757	\$7,600,879	\$11,756	\$169,811	\$30,761	\$1,264,648	\$42.518	\$9,035,338		\$3,741,8

					Project	ted TIF Reve	enues - Schi	ool				
Calendar Year 2009	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 \$3,286	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 i		ncremental TIF	Surplus TI Revenue
2010	2	50	\$0	50	\$3,286	\$25,350 \$29,715	\$8,599	\$131,927	\$11,885	\$157,277	\$145,392	
2011	3	50	50	50	\$3,286	\$48,789	\$8,599	\$156,774	\$11,885	\$186,490	\$174,605	
2012	4	50	50	50	\$3,286	\$62,921	\$8,599	\$216,881	\$11,885	\$265,670	\$253,784	
2013	5	\$0	50	\$0	\$3,286	\$55,507	\$8,599 \$8,599	\$338,592	\$11,885	\$401,513	\$389,628	
2014	6	0.2	\$0	\$0	\$3,286	\$48,094	\$8,599	\$345,364	\$11,885	\$400,871	\$388,986	
2015	7	50	\$0	\$0	\$3,286	\$40,680	\$8,599	\$352,272	\$11,885	\$400,365	\$388,480	
2015	8	\$0	\$0	\$0	\$3,286	\$33,266	\$8,599	\$359,317	\$11,885	\$399,997	\$388,112	
2017	9	\$0	\$0	\$0	\$3,286	\$25,853	\$8,599	\$359,317 \$366,503	\$11,885	\$392,583	\$380,698	
2018	10	\$0	\$0	\$0	\$3,286	\$18,439	\$8,599	\$366,503	\$11,885	\$392,356	\$380,471	
2020	11 12	50	\$0	\$0	\$3,286	\$11,026	\$8,599	\$373,833	\$11,885	\$384,943	\$373,057	
2021	13	\$0	\$0	\$0	\$3,286	\$88,963	\$8,599	\$373,833	\$11,885	\$384,859	\$372,974	
2022	14	\$0	\$0	\$0	\$3,286	\$80,067	\$8,599	\$381,310	\$11,885 \$11,885	\$462,796	\$450,911	
2023	15	\$0 \$0	50	\$0	\$3,286	\$71,170	\$8,599	\$381,310	\$11,885	\$461,377	\$449,491	
2024	15	\$0 \$0	\$0	\$0	\$3,286	\$62,274	\$8,599	\$388,936	\$11,885	\$452,480 \$451,210	\$440,595	
2025	17	30 30	\$0 \$0	\$0	\$3,286	\$53,378	\$8,599	\$388,936	\$11,885	\$442,314	\$439,325	\$347,2
2026	18	\$0	20	50	\$3,286	\$44,481	\$8,599	\$396,715	\$11,885	\$441,196	\$430,429	\$430,4
2027	19	\$60	\$0	50	\$3,286	\$35,585	\$8,599	\$396,715	\$11,885	\$432,300	\$429,311	\$429,3
2028	20	50	\$0	02 04	\$3,286	\$26,689	\$8,599	\$404,649	\$11,885	\$431,338	\$420,415 \$419,453	\$420,4
2029	21	\$0	\$0	\$0 \$0	\$3,286	\$17,793	\$8,599	\$404,649	\$11,885	\$422,442	\$410,557	5419.4
2030	22	\$0	\$0	\$0	\$3,286	\$8,896	\$8,599	\$412,742	\$11,885	\$421,639	\$409,753	\$410.5
2031	23	\$0	\$0	50	\$2,286	\$106,755	\$8,599	\$412,742	511,885	\$519,498	\$507,612	\$409.7
			30	30	\$3.286	\$96,080	\$8,599	\$420,997	\$11,885	\$517,077	\$505,192	\$507,6 \$505,1
		\$0	\$0	\$0	\$75,586	\$1,091,771	\$197,775	\$8,130,819	\$273,361	\$9,222,591	\$8,949,230	\$3.532,7

					Project	ed TIF Reve	enues - Cou	inty				
alendar	TIF	Project is not		Project is built	Project is not	Project is built pursuant to	Project is not	Project is built pursuant to	personal property-	Total - Project		
Year	Year		Project is built - Total Sales Tax	Incremental Sales Tax	built - Pers.	plan - Pers.	built - Real	plan - Real		s built pursuant	Incremental	Surplus TI
2009	1	\$110,000	\$323,000		Prop. Yax	Prop. Tax	Prop. Tax	Prop. Tax	built	to plan	TIF	Revenue
2010	2	\$110,000	\$323,000	\$106,500	\$165	\$1,275	\$433	\$6,636	\$598	\$114,412	\$113,814	
2011	3	\$110,000		\$133,810	\$165	\$1,495	\$433	\$7.886	\$598	\$143,191	\$142,593	
2012	4	\$110,000	\$458,531	\$174,266	\$165	\$2,454	\$433	\$10,910	\$598	\$187,630	\$187,032	
2013	5	\$110,000	\$592,267 \$602,801	\$241,133	\$165	\$3,165	\$433	\$17,033	\$598	\$261,331	\$260,733	
2014	6	\$110,000	\$613,493	\$246,400	\$165	\$2,792	\$433	\$17,373	\$598	\$266,566	\$265,968	
2015	7	\$110,000	\$624,345	\$251,746	\$165	\$2,419	\$433	\$17,721	\$598	\$271,886	\$271,289	
2015	8	\$110,000		\$257,173	\$165	\$2,046	\$433	\$18,075	\$598	\$277,294	\$276,696	
2017	9	\$110,000	\$635,360	\$262,680	\$165	\$1,673	\$433	\$18,075	\$598	\$282,429	\$281,831	
2018	10	\$110,000	\$646,541	\$268,270	\$165	\$1,301	\$433	\$18,437	\$598	\$288,007	\$287,410	
2019	11	\$110,000	\$657,889 \$669,407	\$273,944	\$165	\$928	\$433	\$18,437	\$598	\$293,309	\$292,711	
2020	12	\$110,000		\$279,704	\$165	<b>\$</b> 555	\$433	\$18,805	\$598	\$299,064	\$298,466	
2020	13	\$110,000	\$681,098	\$285,549	\$165	\$4,475	\$433	\$18,805	\$598	\$308,830	\$308,232	
2022	14	\$110,000	\$692,965	\$291,482	\$165	\$4,028	5433	\$19,182	\$598	\$314,692	\$314,094	
2023	15	\$110,000	\$705,009	\$297,505	\$165	\$3,580	5433	\$19,182	\$598	\$320,266	\$319,668	
2024	16	\$110,000	\$717,234	\$303,617	\$165	\$3,133	\$433	\$19,565	\$598	\$326,315	\$325,717	\$273.
2024	17	\$110,000	\$729,643	\$309,821	\$165	\$2,585	\$433	\$19,565	\$598	\$332,072	\$331,474	\$331
2025 2026	18	\$110,000	\$742,237	\$316,119	\$165	\$2,238	\$433	\$19,956	\$598	\$338,313	\$337,715	\$337
2027	19	\$110,000	\$755,021	\$322.510	\$165	\$1,790	\$433	\$19,956	\$598	\$344,257	\$343,659	\$343
2028	20	\$110,000	\$767,996	\$328,998	\$165	\$1,343	\$433	\$20,356	\$598	\$350,696	\$350,098	\$350,
2028	21	\$110,000	\$781,166	\$335,583	\$165	\$895	\$433	\$20,356	\$598	\$356,834	\$356,236	\$356,
2030	22	\$110,000	\$794,534	\$342,267	\$165	\$448	\$433	\$20,763	\$598	\$363,477	\$362,879	\$362,
2030	23	\$110,000	\$808,102	\$349,051	\$165	\$5,370	\$433	\$20,763	\$598	\$375,184	\$374,586	\$374,
1031	23	3110,000	\$821,873	\$355,937	\$165	\$4,833	\$433	\$21,178	\$598	\$381,948	\$381,350	\$381,

9 0 1 2	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0	\$89 \$89 \$89 \$89 \$89	\$723 \$482 \$241 \$2,891 \$2,602	\$233 \$233 \$233 \$233 \$233	\$10,958 \$10,958 \$11,177 \$11,177 \$11,400	\$322 \$322 \$322 \$322 \$322 \$322	\$11,706 \$11,680 \$11,439 \$11,418 \$14,068 \$14,002	\$11,384 \$11,358 \$11,118 \$11,096 \$13,746 \$13,680	\$11,38 \$17,39 \$11,11 \$11,09 \$13,74 \$13,68
9 0 1 2	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	889 889 882 882	\$723 \$482 \$241 \$2,891	\$233 \$233 \$233 \$233	\$10,958 \$10,958 \$11,177 \$11,177	\$322 \$322 \$322 \$322	\$11,680 \$11,439 \$11,418	\$11,358 \$11,118 \$11,096	\$11,35 - \$11,11 \$11,09
9	\$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$89 \$89 \$89	\$723 \$482 \$241	\$233 \$233 \$233	\$10,958 \$10,958 \$11,177	\$322 \$322	\$11,680 \$11,439	\$11,358 \$11,118	\$11,35 - <b>\$11,1</b> 1
9	\$0 \$0	\$0 \$0	\$89 \$89	\$723 \$482	\$233 \$233	\$10,958 \$10,958	\$322 \$322	\$11,680	\$11,358	\$11,35
9	\$0 \$0	\$0	\$89	\$723	\$233	\$10,958				
							ععدد	\$11,705	\$11,384	\$11.3
			589	\$964	\$233	\$10,743	\$322			
	\$0 \$0				\$233	\$10,743	\$322	\$11,947	\$11,625	\$11,6
7							\$322	\$11,977	\$11,656	\$11,6
6						\$10,532	\$322	\$12,218	\$11,897	\$9,4
							\$322	\$12,253	\$11,931	
						\$10,325	\$322	\$12,494	\$12,172	
						\$10,123	\$322	\$12,532	\$12,210	
12						\$10,123	\$322	\$10,422		
11						\$9,925	\$322	\$10,424		
					\$233	\$9,925	\$322	\$10,625		
9					\$233	\$9,730	\$322	\$10,631		
					\$233	\$9,730	\$322	\$10,832		
	_				\$233	\$9,539	\$322			
					\$233	\$9,352	\$322			
					\$233	\$9,169	\$322			
				\$1,321	\$233	\$5.873				
2				\$805	\$233	\$4,245				
1			\$89	\$686	\$233	\$3,572	\$322			THE PERIOR
			Prop. Tax	Prop. Tax	Prop. Tax	Prop. Tax				Surplus Ti Revenue
			built - Pers.	plan - Pers.	built - Real		Total - Project		Innovement of	C
			Project is not	pursuant to	Project is not					
		Project is built		Project is built		Project is built		7-1-1 D : .		
	IF built - Sa ar  2  3  4  5  6  7  8  9  1  1  1  1  1  1  1  1  1  1  1  1	F	Project is not Project is built pursuant to plan - Sales Tax Tax Tax Tax  1 S0 S0 S0 S0 2 S0 S0 S0 S0 3 S0 S0 S0 S0 5 S0 S0 S0 S0	Project is not Project is built pursuant to built - Sales Grocery Sales Tax	Project is not   Project is built   Project is built   Project is not   pursuant to   pursuant to	Project is not   Project is built   Project is built   Project is not   Project is built   Project is not   pursuant to   plan - Sales   Project is not   plan - Pers.   Project is not   Project is not   plan - Pers.   Project is not   plan - Pers.   Project is not   Pr	Project is not   District   Project is built   Project is built   District   Project is built   District   Project is built   District   Dist	Project is not   Project is built   Dursuant to   Dursua	Project is built	Project is built pursuant to built - Sales ar Tax Tax Tax Tax Tax Prop. Tax

				Pro	jected TIF	Revenues	Sheltered	Workshop				
Calendar Year 2009	TiF Year	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	Sumptus T
2010	2	\$0	\$0	\$0	\$25	\$196	366	\$1,020	\$92		TIF	Revenu
2011	3	50	\$0	20	\$25	\$230	\$66	\$1,212	\$92	\$1,215	\$1,124	
2012	4	\$0 \$0	\$0	\$0	\$25	\$377	\$66	\$1,676	\$92 \$92	\$1,441	\$1,349	
2013	5	\$0	50	\$0	\$25	\$486	\$66	\$2,617	\$52	\$2,053	\$1,961	
2014	6	\$0	\$0	50	\$25	\$429	\$66	\$2,669	\$92	\$3,103 \$3,098	\$3.011	
2015	7	\$0	90	\$0	\$25	\$372	\$66	\$2,722	\$9Z	\$3,098 \$3,094	\$3,006	
2016	8	\$0	\$0	\$0	\$25	5314	\$66	\$2,777	\$92	\$3,091	\$3,002	
2017	9	50	\$0 \$0	50	\$25	\$257	\$66	\$2,777	<b>5</b> 92	\$3,034	\$2,999	
2018	10	\$0	\$0	\$0	\$25	\$200	\$66	\$2,832	\$92	\$3,032	\$2,942	
2019	11	\$0	\$0	\$0	\$25	\$143	566	\$2,832	\$92	\$2.975	\$2,940	
2020	12	\$0	\$0 \$0	\$0 \$0	\$25	\$85	\$66	\$2,889	592	\$2,974	\$2,883	
2021	13	50	\$0	\$0 \$0	\$25	\$688	\$66	\$2,889	\$92	\$3,577	\$2,882 \$3,485	
2022	14	\$0	50	20	\$25	\$619	266	\$2,947	\$92	\$3,566	\$3,485	
2023	15	\$0	\$0	\$0	\$25	\$550	\$66	\$2,947	592	\$3,497	\$3,405	
2024	16	50	50	\$0	\$25-	\$481	566	\$3,006	\$92	\$3,487	\$3,395	
2025	17	\$0	50	\$0	\$25 \$25	\$413	\$66	\$3,006	\$92	\$3,418	\$3,326	\$2.6
2026	18	\$0	50	\$0	\$25 \$25	\$344	\$66	\$3,066	\$92	\$3,410	\$3,318	\$3.3
2027	19	\$0	350	<b>\$0</b>	\$25	\$275	266	\$3,066	\$92	\$3,341	\$3,249	\$3,3
2028	20	\$0	\$0	\$0	\$25	\$206	\$66	\$3,127	592	\$3,333	\$3,242	<b>53,</b> 2 <b>5</b> 3,2
2029	21	20	50	\$0	\$25	\$138	566	\$3,127	\$92	\$3,265	\$3,173	\$3,2 \$3,1
2030	22	\$0	\$0	\$0	\$25 \$25	\$69 \$825	\$56	\$3,190	\$92	\$3,259	\$3,167	\$3,1 \$3,1
2031	23	50	50	\$0	\$25	3825 5743	\$66	\$3,190	\$92	\$4,015	\$3,923	\$3,9
					343	3/43	\$66	\$3,254	\$92	\$3,996	\$3,904	\$3,9
		50	\$0	\$0	\$584	\$8,437	\$1,528	\$62,837	\$2,113	\$71,274	\$69,161	\$27

					Project	ted TIF Rev	enues - Lib	rary				
Calendar Year 2009	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 • Reat 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 Til Revenue
2010	2	\$0	50	\$0 \$0	\$102	\$784	\$266	\$4,081	\$368	\$4,865	\$4,497	Revenue
2011	3	\$0	\$0	\$0	\$102	\$919	\$266	\$4,850	\$368	\$5,769	\$5,401	
2012	4	\$0	\$0	\$0	\$102 \$102	\$1,509	\$266	\$6,709	\$368	58,218	\$7,850	
2013	5	\$0	50	\$0	\$102	\$1,946	\$266	\$10,474	\$368	\$12,420	\$12,052	
2014	6	\$0	\$0	\$0	\$102	\$1,717	\$266	\$10,683	\$368	\$12,400	\$12,033	
2015	7	30	\$0	\$0	\$102	\$1,488	\$266	\$10,897	\$368	\$12,385	\$12,017	
2016	8	\$0	\$0	50	\$102	\$1,258 \$1,029	\$266	\$11,115	\$368	\$12,373	\$12,005	
2017	9	\$0	\$0	\$0	\$102	\$800	\$266	\$11,115	\$368	\$12,144	\$11,776	
2018	10	\$0	\$0	\$0	\$102	\$570	\$265	\$11,337	\$368	\$12,137	\$11,769	
2019	11	\$0	\$0	\$0	\$102	\$341	\$266	\$11,337	\$368	\$11,907	\$11,540	
2020	12	\$0	\$0	\$0	\$102	\$2,752	\$266 \$266	\$11,564	\$368	\$11,905	\$11,537	
2021	13	\$0	50	\$0	\$102	\$2,477	\$266	\$11,564	\$368	\$14,316	\$13,948	
2022	14	\$0	\$0	\$0	\$102	\$2,202	\$266	\$11,795	\$368	\$14,272	\$13,904	
2023	15	\$0	\$0	\$0	\$102	\$1,926	\$266	\$11,795	\$368	\$13,997	\$13,629	
2024 2025	16	20	\$0	\$0	\$102	\$1,651	\$266	\$12,031	\$368	\$13,957	\$13,590	\$10,7
2025	17	\$0	\$0	\$0	\$102	\$1,376	\$266	\$12,031 \$12,272	\$368	\$13,682	\$13,314	\$13,3
2026	18 19	\$0	\$0	\$0	\$102	\$1,101	\$266	\$12,272	\$368	\$13,648	\$13,280	\$13,2
2027		\$0	20	\$0	\$102	\$826	\$266	\$12,272 \$12,517	\$368	\$13,372	\$13,005	\$13,0
2028 2029	20	\$0	\$0	\$0	\$102	\$550	\$266	\$12,517	\$368	\$13,343	\$12,975	\$12,97
2030	21 22	50	\$0	50	\$102	\$275	\$266	\$12,767	\$368	\$13,067	\$12,700	\$12,70
2030	23	20	\$0	\$0	\$102	\$3,302	\$266	\$12,767	\$368	\$13,043	\$12,675	\$12,67
2001	23	\$0	\$0	20	\$102	\$2,972	\$256	\$12,767 \$13,023	\$368	\$16,070	\$15,702	\$15,70
		\$0					0200	373,023	\$358	\$15,995	\$15,627	\$15,62
			\$0	\$0	\$2,338	\$33,772	\$6,118	\$251,511	\$8,456	\$285,283	\$276,827	\$109,27

Replacement Tax / Sur Tax

Not Available For TIF

				Projec	ted TIF Re	venues - Sp	ecial Distric	:t			
Calendar Year	TIF Year	Project is not built - Sales Tax	Project is built Grocery Special District		Project is not buill - Pers.	Project is built pursuant to plan - Pers.	Project is not built - Real	Project is built pursuant to plan - Real	Total - Project	Total - Project is built	
2009	1	\$0	Tax	District Tax	Prop. Tax	Prop. Tax	Prop. Tax	Prop. Tax	is not built	pursuani lo plan	Surplus TIP
2010	2	\$0 \$0	\$112,700 \$114,391	\$39,000	\$0	\$0	\$0	SO	\$0	\$151,700	Revenue
2011	3	50	\$116,106	\$79,315	20	\$0	50	\$0	\$0	\$193,706	
2012	4	\$0	\$117,848	\$140,612 \$244,117	\$0	\$0	\$0	\$0	\$0	\$256,719	
2013	5	50	\$119,616	\$244,117	\$0	\$0	\$0	50	\$0	\$361,965	
2014	6	\$0	\$121,410	\$253,974	50	\$0	\$0	20	50	\$368,625	
2015	7	\$0	\$123,231	\$259,014	\$0	30	\$0	\$0	\$0	\$375,384	
2016	8	\$0	\$125,080	\$264,129	\$0	\$0	\$0	\$0	20	\$382,245	
2017	9	\$0	\$126,956	\$269.321	\$0	50	\$0	\$0	\$0	\$389,209	
2018	10	\$0	\$128,860	\$274,591	20	02	\$0	\$0	\$0	\$396,277	
2019	7.1	50	\$130,793	\$279,940	\$0	20	\$0	\$0	50	\$403,451	
2020	12	\$0	\$132,755	\$285,369	\$0	\$0	50	\$0	20	\$410,733	
2021	13	\$0	\$134,746	\$290,879	\$0	20	\$0	\$0	\$0	\$418,124	
2022	14	20	\$136,767	\$296,473	50	\$0	\$0	\$0	50	\$425,626	
2023	15	\$0	\$138,819	\$302,150	\$0	20	\$0	\$0	50	\$433,240	
2024	16	\$0	\$140,901	\$307,912	50	\$0	\$0	\$0	\$0	\$440,969	\$369,4
2025	17	\$0	\$143,015	\$313,761	\$0	SO	50	\$0	20	\$448,813	\$448,8
2026	18	50	\$145,160	\$319,697	\$0 \$0	\$0	\$0	\$0	\$0	\$456,775	\$456,77
2027	19	\$0	\$147,337	\$325,722	\$0 \$0	\$0	\$0	50	20	\$464,857	\$464.85
2028	20	20	\$149,547	\$331,838	02	\$0	\$0	\$0	\$0	\$473,060	\$473,06
2029	21	\$0	\$151,791	\$338,046	\$0 \$0	\$0	\$0	20	50	\$481,386	\$481,38
2030	22	\$0	\$154,067	\$344,347	\$0 \$0	50	\$0	\$0	\$0	\$489,836	\$489,83
2031	23	\$0	\$156,378	\$350,742	\$0 \$0	\$0	\$0	\$0	\$0	\$498,414	\$498,41
			*		30	\$0	50	50	\$0	\$507,120	\$507,12
		\$0	\$3,068,274	\$6,159.958	\$0	\$0	\$0	\$0	\$0	\$9,228,231	\$3,820.20

#### **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 ! Projected Redevelopment Project Costs Harrisonville Market Place

#### Tax Increment Financing Plan

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 arid 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

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	
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.

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Project is built	pursuant to plan - Real Prop. Tax	\$183,009	\$217,477	\$300,857	\$469,696	\$479,090	\$488,67	\$498,445	\$498,445	\$508,414	\$508,414	\$518,582	\$518,582	\$528,954	\$528,954	\$539,533	\$539,533	\$550,323	\$550,323	\$561,330	\$561,330	\$572,556	\$572,556	\$584,008	
	Project is not built - Real Prop, Tax	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	\$11,928	
Project is built	pursuant to plan - Project is not built Pers, Prop, Tax Real Prop, Ta	\$35,166	\$41,222	\$67,680	\$87,284	\$76,999	\$66,715	\$56,431	\$46,147	\$35,863	\$25,579	\$15,295	\$123,409	\$111,068	\$98,727	\$86,387	\$74,046	\$61,705	\$49,364	\$37,023	\$24,682	\$12,341	\$148,091	\$133,282	
	pursuant to plan - Project is not built - Sales Tax Pers, Prop, Tax	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	\$4,559	-
Project is built	pursuant to plan - Sales Tax	\$146,250	\$297,431	\$527,296	\$915,440	\$933,784	\$952,404	\$971,302	\$990,484	\$1,009,954	\$1,029,716	\$1,049,774	\$1,070,133	\$1,090,798	\$1,111,772	\$1,133,061	\$1,154,670	\$1,176,602	\$1,198,864	\$1,221,459	\$1,244,394	\$1,267,672	\$1,291,300	\$1,315,282	000
	Project is built Grocery Sales Tax	\$732,550	\$743,538	\$754,691	\$766,012	\$777,502	\$789,164	\$801,002	\$813,017	\$825,212	\$837,590	\$850,154	\$862,906	\$875,850	\$888,988	\$902,323	\$915,858	\$929,595	\$943,539	\$957,692	\$972,058	\$986,639	\$1,001,438	\$1,016,460	077 070
	Project is not built - Sales Tax	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	\$242,000	45 566 DOD
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	Total - Project is built pursuant to	\$157 277	S186 490	\$265,670	\$401,513	\$400,871	\$400,365	\$399,997	\$392,583	\$392,356	\$384.943	\$384.859	\$462.796	\$461.377	\$452,480	\$451,210	\$442,314	\$441,196	\$432,300	\$431,338	\$422 442	\$421,530	\$510.408	\$517.077	\$9,222,591
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	Project is built pursuant to plan - Total - Project is Real Prop. Tax	\$131,927	\$156,774	\$216,881	\$338,592	\$345,364	\$352,272	\$359,317	\$359,317	\$366,503	\$366,503	\$373,833	\$373,833	\$381,310	\$381,310	\$388,936	\$388,936	\$396,715	\$396,715	\$404,649	\$404,649	\$412,742	\$412.742	\$420,997	\$8,130,819
		\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$8,599	\$197,775
nues - School	Project is built pursuant to plan - Project is not built - Pers. Prop. Tax Real Prop. Tax	\$25,350	\$29,716	\$48,789	\$62,921	\$55,507	\$48,094	\$40,680	\$33,266	\$25,853	\$18,439	\$11,026	\$88,963	\$80,067	\$71,170	\$62,274	\$53,378	\$44,481	\$35,585	\$26,689	\$17,793	\$8,896	\$106,755	\$96,080	\$1,091,771
Projected Total Revenues - School	Project Is built succession of built Sales Tax Pers. Prop. Tax	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$3,286	\$75,586
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Total - Project Is built pursuant to	plan	\$151,700	\$193,706	\$256,719	\$361,965	\$368,625	\$375,384	\$382,245	\$389,209	\$396,277	\$403,451	\$410,733	\$418,124	\$425,626	\$433,240	\$440,969	\$448,813	\$456,775	\$464,857	\$473,060	\$481,386	\$489.836	\$498,414	\$507,120	0000
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Project is built	Grocery Sales Tax	\$112,700	\$114,391	\$116,106	\$117,848	\$119,616	\$121,410	\$123,231	\$125,080	\$126,956	\$128,860	\$130,793	\$132,755	\$134,746	\$136,767	\$138,819	\$140,901	\$143,015	\$145,160	\$147,337	\$149,547	\$151,791	\$154,067	\$156,378	\$3 068 274
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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;

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- (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:

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- (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.

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- 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

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#### **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

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#### **EXHIBITS**

- A. Legal Description of Redevelopment Area
- B. Legal Description of the Redevelopment Project Area
- C. Project Budget
- D. Development Schedule
- E. Commercial Design Guidelines

### 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) "<u>City Code</u>," the Code of Ordinances of the City of Harrisonville, Missouri;
  - (d) "Board of Aldermen," the governing body of Harrisonville, Missouri;
- (e) "<u>City Treasurer</u>," 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. <u>Redevelopment Area</u>. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in <u>Exhibit A</u>, 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. <u>Private Funds</u>. 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 <u>Exhibit C</u>, 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. <u>TIF Obligations</u>. The proceeds from TIF Obligations may be used to fund actual Reimbursable Project Costs in accordance with <u>Exhibit C</u>, 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 <u>Section 41</u> of this Agreement.

# 8. Project Budget.

- A. The Project Improvements shall be constructed substantially in accordance with the Project Budget attached hereto as  $\underline{Exhibit\ C}$ .
- B. The Developer shall promptly notify the City of any material changes in  $\underline{\mathbf{Exhibit}}$   $\underline{\mathbf{C}}$  that occur after the City's approval of the Redevelopment Plan.

# 9. Development Schedule.

- 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. <u>Developer's Duties</u>. Subject to the City's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in <u>Section 12</u> 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 <u>Section 8</u>, 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 (<u>Exhibit D</u>). 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 <u>Section 8</u> and <u>Section 9</u>, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, <u>Exhibit D</u> attached hereto, for such activities.
- D. Subject to the provisions of <u>Section 8</u>, 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. <u>City's Duties</u>. Subject to the Developer's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in <u>Section 12</u> 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 <u>Section 24</u> and <u>Section 25</u>, as appropriate, herein; subject, however, to the provisions of <u>Section 12</u> 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 <u>Section 10.e.</u> herein, including entering into the Special District Contract.

### 12. Conditions Precedent.

- A. <u>To City's Duties</u>. The City's obligations to issue TIF Obligations as described in <u>Section 11.b.</u> 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. <u>To Developer's Duties</u>. 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, <u>Exhibit D</u> 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 <u>Section 10.e.</u> 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 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 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 <u>not</u> be considered to be fast food restaurants: Panera Bread, Chipotle, Red Robin, Steak 'n Shake, Fazoli's, Culver's and Starbucks.

- C. <u>Used or Second Hand Merchandise Stores</u>. 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. <u>Gasoline Station/Convenience Stores</u>. 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. <u>Auto Repair Businesses or Lube Shops</u>. 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 <u>not</u> 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.
- Certificate of Compliance. Upon the completion of the Redevelopment Project, 19. 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.
- 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. <u>Documentation of Economic Activity Taxes</u>. 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 <u>Section 27</u> 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. <u>Certification by City</u>. 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. <u>Deposit of Funds</u>. 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.

- 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. <u>Disbursements From Special Allocation Fund</u>. 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. <u>Debt Service</u>. 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 <u>Section 12.a.</u> 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 <u>Section 25</u>, 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.
- 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.

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. <u>Purchasing Entity</u>. 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. <u>Incorporation</u>. The restrictions set forth above in <u>Section 20.a. and b.</u> (regarding PILOTs) as well as those set forth in <u>Section 21</u> (regarding EATs) and <u>Section 31</u> (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. <u>The Redevelopment Project Area.</u> 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.
- 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 <u>Section 29</u>, 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. <u>Permitted Uses</u>. 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.

- 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 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.

- 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. <u>Excusable Delays</u>. 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 <u>Exhibit D</u> 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"). performance hereunder shall be extended for the period of any 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. <u>Notice</u>. 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 12<sup>th</sup> 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. <u>Modification</u>. 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. <u>Effective Date</u>. 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. <u>Applicable Law</u>. 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. <u>Validity and Severability</u>. 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.
- Good Faith: Consent or Approval. In performance of this Agreement or in 43. 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.

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:

APPROVED AS TO FORM:

City Attorney

HARRISONVILLE MP, LLC a Missouri Limited Liability Company

ATTEST:

STATE OF MISSOURI	)	
	)	SS.
COUNTY OF CASS	)	

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of 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.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

NOTARY NOTARY SEAL 5 APRIL L. WISKUR My Commission Expires November 7, 2010 Cass County Commission #06476156

STATE OF MISS	OURI	)	
COUNTY OF _	JACKSON	)	SS.

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of Fernand, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came 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.

NOTARY PUBLIC

My Commission Expires:

4-18-12

[SEAL]

Commission # Of MISSON AND COmmission Exp.

#### **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  $88^{\circ}10'49"$  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  $43^{\circ}19'11"$  W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S  $88^{\circ}03'11"$  W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S  $01^{\circ}56'49$ " E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N  $88^{\circ}03'11"$  E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S  $46^{\circ}56'49$ " E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S  $01^{\circ}56'49$ " E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N  $88^{\circ}03'11"$  E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S  $01^{\circ}56'49$ " 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  $88^{\circ}10'53"$  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  $45^{\circ}13'01$ " E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 55.00 FEET;

THENCE S  $86^{\circ}38'53$ " E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 54.56 FEET;

THENCE S  $88^{\circ}20'19"$  E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.45 FEET;

THENCE N  $87^{\circ}22'20$ " 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  $88^{\circ}20'19$ " 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:

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CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

#### Together with:

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END OF DESCRIPTION

### EXHIBIT C

# Project Budget

#### HARRISONVILLE MARKET PLACE TIF PLAN OPINION OF PROBABLE CONSTRUCTION COSTS Redevelopment Project

Oct	ober 6, 2008			ORIGINAL		REVISED
		ITEM	ORIGINAL TOTAL	AMOUNT AMOUNT	REVISED TOTAL	REIMBURSABLE AMOUNT
	Land Cost		2,431,396	2,431,396	2,431,396	2,431,396
	Highway 2 Re	elocation	2,277,305	2,277,305	4,637,362	4,637,362
	69 - O. H.		0.000 540	0.000.010	0.000.047	0.000.017

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 5, 2008

Ď	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
	way 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			7,337	1.337
	Street Maintenance			8,392	8,392
	Water Control			6.475	6,475
	Field Office & Sheds			8.919	8,910
	Equipment Rental Cleaning			17,612	17.612
	Miscellaneous			14,387	14,387
	MODOT Overhead			15,678	15,678
	MODOT Bond			52,553	52, <del>5</del> 53
	City Admin. Review			17,868	17,868
	City Bond			12,283	12,283
	GL Insurance			5,351	5,351
	Traffic Control			11.338	11,338
2	Clearing & Grubbing	10,000	45 500	198,923	198,923
	Site Demolition	10,000	10,000	143,766	143,756
	Soil Conditioning			38,460	38.460
3	Embankment	30,000	20 050	105.296	105,296
4	Common Excavation	71,800	30,000	39,327	39,327
5	12" Asphalt Pavement	174,600	71,000	249,056	249,056
	12" Asphalt Pavement	11 4,000	174,600	1,017,494	1,017,494
	Mill & Overley Comm. St.			378,675	378,575
	Pavement Markings			53.468	53. <b>48</b> 8
	Traffic Signs			30,115	30, 115
	Comm. St. & Wall Street			7,838	7,838
6	8" Concrete Pavement	36,000	36,000	<i>547,378</i> <b>81,187</b>	547,378
7	Curb & Gutter	30,600	30,600	38,825	81,187
8	Storm Sewer Pipe	22,500	22,500	102,890	38,825 102,890
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	16B,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	40,876

	Total Contingencies (15%) TOTAL COSTS	1,526,700 176,505	1,526,700 176,505	3,533,271 529,991	3,533,271 529,991
	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	5,829
	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			13,200	13,206
	Miscelianeous			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
Z	Embankment	75,000	75,000	75,000	75,000
3	Excavation	60,000	60,000	1,544,588	1,544,588
	Site Preparation		00,000	42,116	42,116
	Strip Topsoil & Site Grading			170,483	170,483
	Soil Conditioning			758,275	
	Excavation, Backfilling, etc.			383,103	758,275
	Topsoll			88,420	383,103
	Soll Stabilization			102,191	88,420 102,191
4	Pavement	500,000	500,000	764,659	
	Bituminous Pavement		000,000	650,508	764,659
	Concrete Paving			91.725	660,508
	Pavement Merkings			12,426	91.725
5	Curb & Gutter	112,500	112,500	90,194	12.426
6	Sidewalks	0	0	28,864	90,194
7	Storm Sewer	165,000	165,000	123,310	28,864
8	Inlets / Junction Boxes	75,000	75,000	75,000	123,310
9	Water Main	160,000	160,000	165,999	75,000
10	Fire Hydrants	35,000	35,000	35,000	165,999
11	Sanitary Sewer (8")	150,000	150,000		35,000
12	Sanitary Sewer Manholes	30,000	30,000	331,592 30,000	331,592
13	Site Lighting	60,000	60,000	0	30,000
14	Landscaping	75,000	75,000	144,745	0
	Landscaping	, 4,444	, 0,000		144,745
	Monument Signs			48,929	48,929
	Retaining Walls			58,246 37,570	58,246
15	Erosion Control	30,000	30,000		37.570
16	Irrigation	60,000	50,000	185,322	185,322
17	Demolition and Env. Remediation	100,000	100,000	60,000	60,000
	Site Demolition	100,000	100,000	254,120	254,120
	Barriers & Enclosures			48,964	48,964
	Env. Remediation			322	322
18	Fee in Lieu of Detention	AE DOD	45 506	204,834	204,834
10	Wetlands Fee	45,000	45,000	45,000	45,000
19.	Site Engineering	14,064	14,064	14,064	14,054
20		60,000	60,000	24,037	24,037
ÆU.	Geotechnical Engineering	75,000	75,000	75,000	75,000

Building 1 2 3 4 5 6 7	Total Contingencies (15%) TOTAL COSTS  g / Site Cost Anchor Junior Anchor Shops Shops Outlot 1	2,008,564 300,985 2,307,549 5,400,000 3,844,650	2,006,564 300,985 2,307,549	288,381 4,876,476 731,471 5,607,947	75,000 288,38 4,876,476 731,47 5,607,84
Building 1 2 3 4 5 6 7	Contingencies (15%) TOTAL COSTS  g / Site Cost Anchor Junior Anchor Shops Shops	300,985 2,307,549 5,400,000 3,844,650	300,985 2,307,549 210,000	731,471 5,607,947	731,47
Building 1 2 3 4 5 6 7	TOTAL COSTS  g / Site Cost Anchor Junior Anchor Shops Shops	2,307,549 5,400,000 3,844,650	2,307,549	731,471 5,607,947	731,47
1 2 3 4 5 6 7 8	g / Site Cost Anchor Junior Anchor Shops Shops	5,400,000 3,844,650	210,000	5,607,947	
1 2 3 4 5 6 7 8	Anchor Junior Anchor Shops Shops	3,844,650	,		
2 3 4 5 6 7 8	Junior Anchor Shops Shops	3,844,650	,		
3 4 5 6 7 8	Shops Shops	3,844,650	,	E 400 000	
4 5 6 7 8	Shops		143,000	5,400,000	210,000
5 6 7 8	•	2,944,000	83,000	3,844,650	143,000
8	Outlot 1	3,036,000	93,000	2,944,000	93,000
8		406,000	6,000	3,036,000 406,000	93,000
8	Outlot 2	406,000	6,000	406,000	6,000
	Outlot 3	812,000	12,000	812,000	6,000
	Outlot 4	2,684,675	57,000	2,684,675	12,000 57,000
	Total	19,533,325	650 BBs		
	Contingencies (15%)	2,930,000	620,000	19,533,326	620,000
	Total Building Cost		93,000	2,930,000	93,000
	Total Data Mily Octob	22,463,325	713,000	22,463,325	713,000
oft Cos	st				
	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 1	Legal	80,000	50,000	44,223	44,223
T	Total	441,426	441,426	781.551	74 PA A A A A A A A A A A A A A A A A A A
		67.000	67,000	117,233	781,551
Т	Contingencies (15%)	508,426	508,426	117,233	117,233

#### Harrisonville market the Plan Opinion of Probable construction costs were of Referent Teachs

NO		QUANTITY	UNII	UND PRICE	TOTAL	BEMBURSAE
Land Co	ost Land	30	Avantes		800,000	800.C
	Total Land Cost				000,000	
					0100,000	800,00
	y 2 Relocation . Cloaring & Grabbing					
	Common Excavation	2 5,000	Acros	5.000	10.000	10.00
	. 12" Asphali Pavement	2,100	CY SY	5	22,500	Z2.50
	8" Concrete Pavement	400	31 3Y	36	75,600	75,63
	Curb & Gutter	1.100	LF	50	20.000	20.03
	. Siprm Sewor Pice	459	F.E.	15 50	18,500	16.50
	Storm Sewer Inlets	-133	EA.	2,000	22,500	22,51
	. Sidewalk	1,000	SY	30	12,000 30,000	12,00 30,00
9.	Street Lighting	500	LF	200	000,000	100,00
	Landscaping	1	Acres	5,000	5,000	5.00
	Erosion Control	1	LŠ	20,000	20,000	20,00
	Traffic Signal	1	EA	150,000	150.000	150,00
13.	. Engineering Design Fees	ĺ	Lemp Sum	15,000	15,000	15,00
	Total Contingencies (15%)				498,100	499,10
	Total Highway 2 Constructi	on Costs			75,000 574,100	75,00 574,10
Sittle Cual	21					pr 9 1 2 1 2 2
	Mobilization	1 0	Europ Sum	50,000 00	50.000	Pilit Mari
	Emperisment	5,000	GY GY	2.50	50.000 12,500	50.00 12,50
3	Excavation	5,000	CY	2.50	12,500	12,50
4.	B- 1-001410/1-1	10,000	SY	25.00	250,600	250,000
	Curti & Gutteer	4,600	·LF	15.00	69.000	69,00
-	Stores Server	1,200	LF	50.00	60,000	60,00x
	Inlats / Junction Boxes	15	Each	3,000 00	36,000	36,000
	Wester Main	500	LF	50.00	25,000	25.000
	Fire Hydrants	4	Each	2,500.00	10,000	10,000
	Site Lignang Landscaping	1 5⊲0	Lump Sun	60.000 60	60,000	60,000
	Erordon Control	2:40 1	ACRES	5,000.00	25,000	25,000
	Impation	1	Lump Sum Lump Sum	30.000,00	30,000	30,000
	Fee in Lieu of Detention	12	Autres	60,000.00 90,000.00	60,000 24,000	60,000
15.	Site Engineering	1	Lump Sum	60,000.00	60,000	24,060
16.	Georgianical Engineering	4	Lung Sum	75,000.00	75,000	60,000 75,000
17, 1	Sile Construction Testing	٦	ւտոր Տար	75,000.00	75,000	75,000
	Total				934,000	934,000
ı	Contingencies (15%)			1.00	141,000	141,000
1	Total On Site Construction C	osis			1,075,000	1,075,000
	She Cost					
	Hotel Restaurant	60	Mays	59,000	3,180,000	192,000
	roestaurans Shops	5,500	SF	206	1.339.000	40,000
	Sincipis Dutkot 1	16,000 5,000	sf sf	117 206	1.872.000	105,000
	Dutkot 2	7,000	ar Sê	206 206	1,000,000 412,000	32,000
	Outlot 3	2,700	SE	206	556.200	12,000 16 000
	fotal				6,329,200	400,000
	ontingencies (15%)				1,259,000	40,000
7	fotal Building Cost			-	9, 548, 200	460,000
olt Cost	Company of the compan					
	Ag. Arch., Survey, Permits Const. Mgmt., Market Studios, Leveloper's Foe, & Misc					
C	erandura o e use a milita	\$1,649,100.00		0.1	154 050	
2 a	onsultant Fees			Mr. · f	164,910	164,910
0 0 1 0		V 1.042, 100 00			79,510	79,510
0 1 0 2 U	onsulfant feest egst	V 1.042, 100 00			79,510 244,420	2d4,420
0 1 0 2 U	onkullant Fees egal otal onlingensies (15%)	V 1.0-2, 180 08				
0 1 0 2 U	onsulfant feest egst	01.000		44-1003	244,420	244,420

### 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.

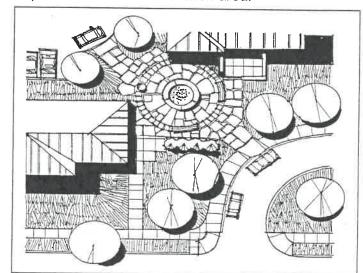


## SECTION 2: Wall Street Landscaping Standards

- 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.
- 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.

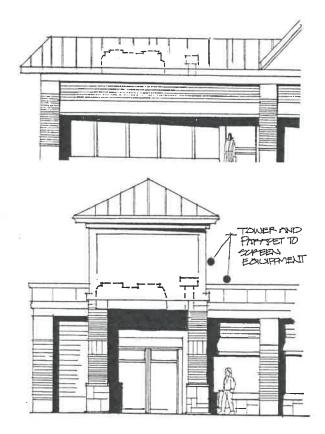
#### SECTION 3: Common Areas

- 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 mav 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.

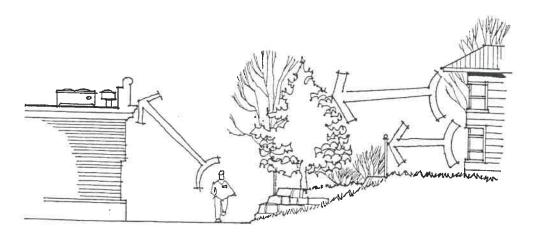


## SECTION 4: Screening of Rooftop Equipment

- 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.



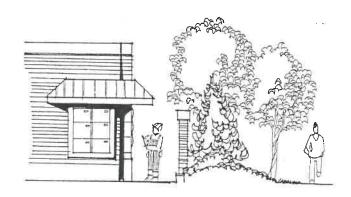
5. The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.



### SECTION 5: Screening of Ground/Building Mounted

#### **Equipment**

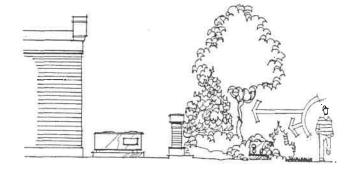
- 1. When it is not feasible to locate mechanical devices and areas within a building, the following shall be achieved:
  - a. Coolers must be finished with the same building materials and architectural detailing as the main building facade.
  - b. Coordinate the same material and detailing as the building 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.).

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

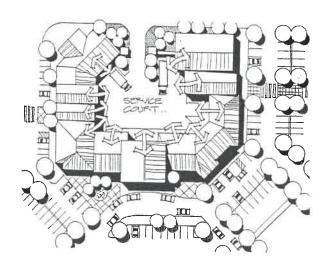


#### SECTION 6: Loading Dock and Service Area Screening

- 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.
- 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.

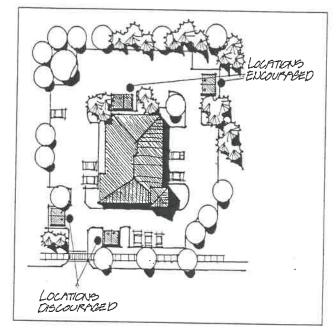


- a. Buildings should be designed in a manner so that loading docks and service areas are screened either by a building wall or a screening wall, or integrated into the building design to not be noticeably visible. Screening walls must be a length and height to screen the maximum size of vehicle using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

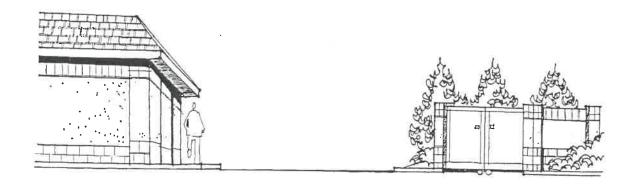


## SECTION 7: Trash Receptacle Screening

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

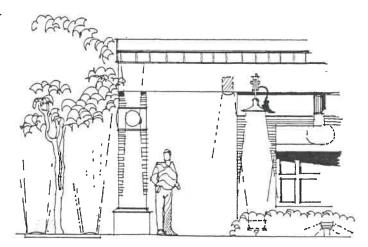


4. Screening doors on the enclosure should be finished with a high quality material and durable finish.



#### SECTION 8: Lighting Standards

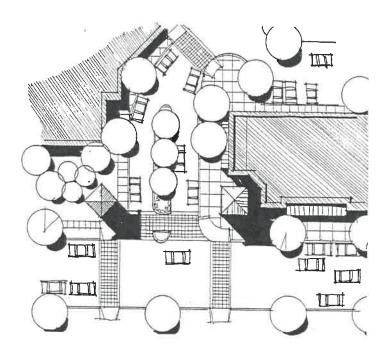
- Building-mounted light fixtures should be for aesthetic and safety purposes only and must direct light upward or downward. Lighting should be used to highlight architectural features and create visual interest. Wall-pack lights or other lighting that shine outward toward adjoining properties or street right-of-way is prohibited.
  - Building-mounted fixtures for site illumination are permissible on the "back" sides of buildings where facing other nonresidential buildings, the railroad or not highly visible.
  - 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.

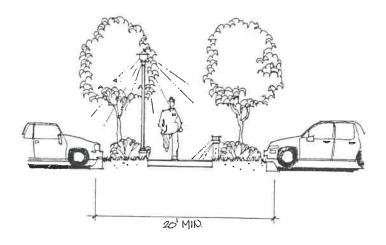


- 2. Parking lot illumination must be accomplished with individual light poles and fixtures. Building-mounted fixtures are not permitted as a method of parking lot illumination.
  - a. The style of lighting should reflect the architectural character of the area.
  - b. Maintain parking lot light poles/fixtures 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 rightof-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.
- Sidewalks shall be provided along both Commercial Street and Wall Street.
- ADA Standards shall be complied with.





## SECTION 10: Parking Lot Landscaping

- 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

Nyssa sylvatica

Plantanus Acerfolia

Tulip Tree

Black Tupelo

Plane Tree

Prunus serotina Black Cherry
Quercus alba White Oak

Quercus bicolor Swamp White Oak

Quercus Borealis

Quercus coccinea

Scarlet Oak

Scarlet Oak

Quercus coccineaScarlet OakQuercus imbricariaShingle OakQuercus macrocarpaBur 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 Ornamental Tree Species: C. Acer ginnala Amur Maple Amelanchier arborea Downy Serviceberry Magnolia x soulangiana Saucer Magnolia Cercis Redbud varieties Canadensis Redbud Canadensis 'Alba' Whitebud Cotinus coggygria Smoketree Cratageus 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. <u>Shrubs:</u>

Sambucus Canadensis

Elderberry

Physocarpus Opulifolius

Ninebark

Hypericum Prolificum

Shrubby St. John's Wort

Rhus Aromatica

Fragrant Sumac

# Janet Burlingame Cass County Clerk

Deputy E*terks:* Kathy Lambertz Lisa Francy Arrin Crust



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 \_\_\_\_\_\_\_ day of \_\_\_\_\_\_.

Genet Builingane County Clerk

(Seal)

102 E Wall Dr. • Harrisonville, Mo. • 64701 Phone: 816-380-8102 • Fax: 816-380-8101 E-Mail: janetb@casscounty.com

Deputy Clerk,

COUNTY, W