Economic Development and Finance
Standing Committee Meeting Agenda
Monday, September 9, 2019
Immediately upon adjournment of earlier committee

Location:
Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name	Absent
Commissioner Tom Burroughs, Chair	☐
Commissioner Brian McKiernan	☐
Commissioner Gayle E. Townsend	☐
Commissioner Ann Brandau-Murguia	☐
Commissioner James Walters	☐
Jeff Bryant, BPU Member	☐

I. **Call to Order/Roll Call**

II. **Revisions to September 9, 2019 Agenda**

III. **Approval of standing committee minutes from July 8, 2019.**

IV. **Committee Agenda**

Item No. 1 - MIDTOWN REDEVELOPMENT/FOODIE PARK

Synopsis: A proposal to redevelop the former Indian Springs shopping center at 47th and State Avenue into a 266k sq. ft food service center, at least 3 retail pad sites along State Avenue and up to an additional 45k sq. ft of commercial users, and a 60k sq. ft office building which will serve as the headquarters of Scavuzzo's who the developer of this project is.

Project anticipates completion of the food service center in 2021 with the other projects being completed in subsequent years.

Action:

1. Ordinance approving development agreement and home rule economic development sales tax rebate

2. Ordinance approving:
   a. Division of the Midtown Redevelopment TIF District into four redevelopment project areas

b. Amend the redevelopment TIF district plan
c. Adopt TIF Project Area 1 Redevelopment Project Plan

3. Resolution of intent to issue sales tax construction IRBs in an amount not to exceed $20M

Tracking #: 19934

V. **Public Agenda**

VI. **Adjourn**

ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, July 8, 2019

The meeting of the Economic Development and Finance Standing Committee was held on Monday, July 8, 2019, at 5:32 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Burroughs, Chairman; Commissioners McKiernan, Townsend, Bynum for Murguia; Walters, and Jeff Bryant, BPU Board Member. Commissioner Murguia was absent. The following officials were also in attendance: Gordon Criswell and Alan Howze, Assistant County Administrators; Patrick Waters, Senior Attorney; Reginald Lindsay, Budget Director; Kathleen VonAchen, Chief Financial Officer; Katherine Carttar, Director of Economic Development; and Jay Doleshal, Sergeant-At-Arms.

Chairman Burroughs called the meeting to order. Roll call was taken and members were present as shown above.

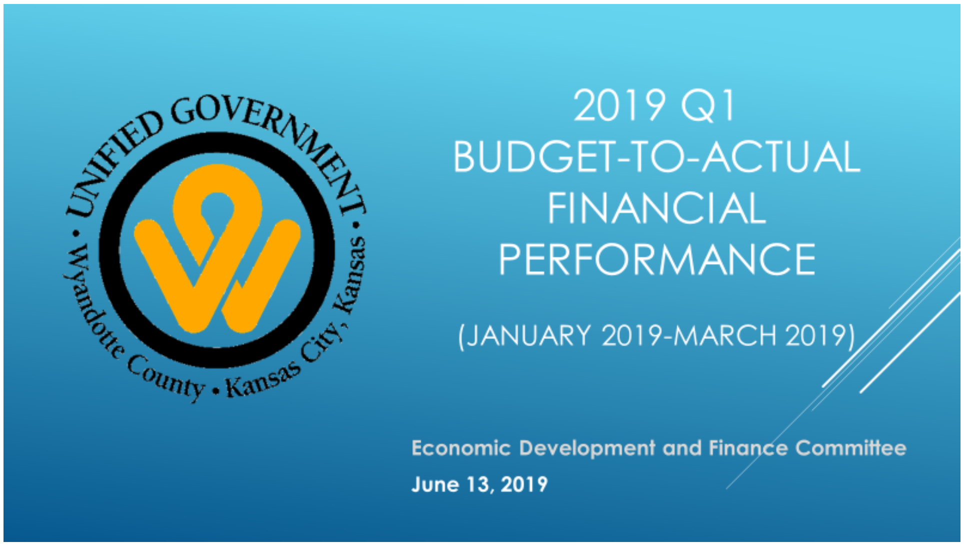
Chairman Burroughs said there are no revisions to tonight's agenda.

Approval of standing committee minutes from April 29, 2019. **On motion of Commissioner McKiernan, seconded by BPU Board Member Bryant, the minutes were approved.** Motion carried unanimously.

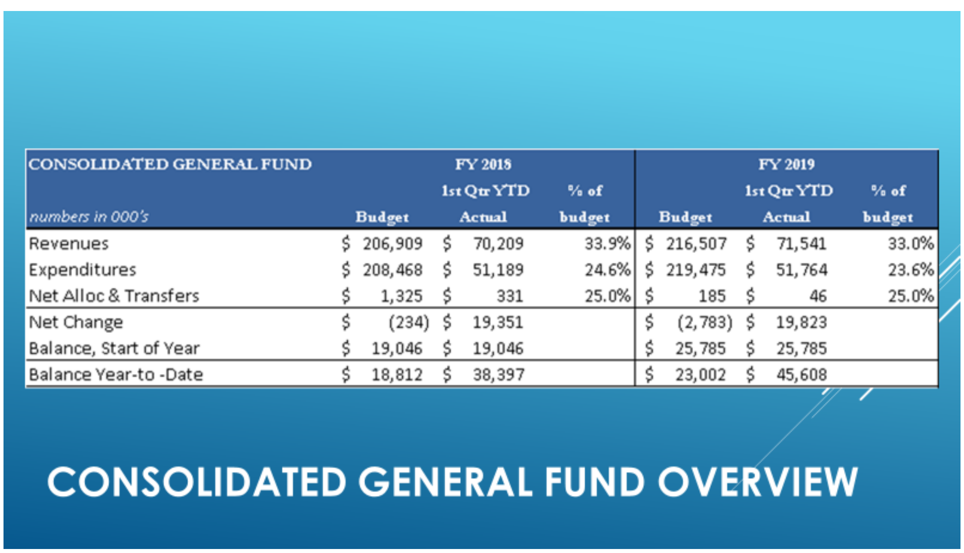
Committee Agenda:

Item No. 1 – 19846…REPORT: FIRST QUARTER BUDGET TO ACTUALS

Synopsis: First Quarter 2019 Budget to Actuals Report, submitted by Kathleen VonAchen, Chief Financial Officer; and Reginald Lindsey, Budget Manager.



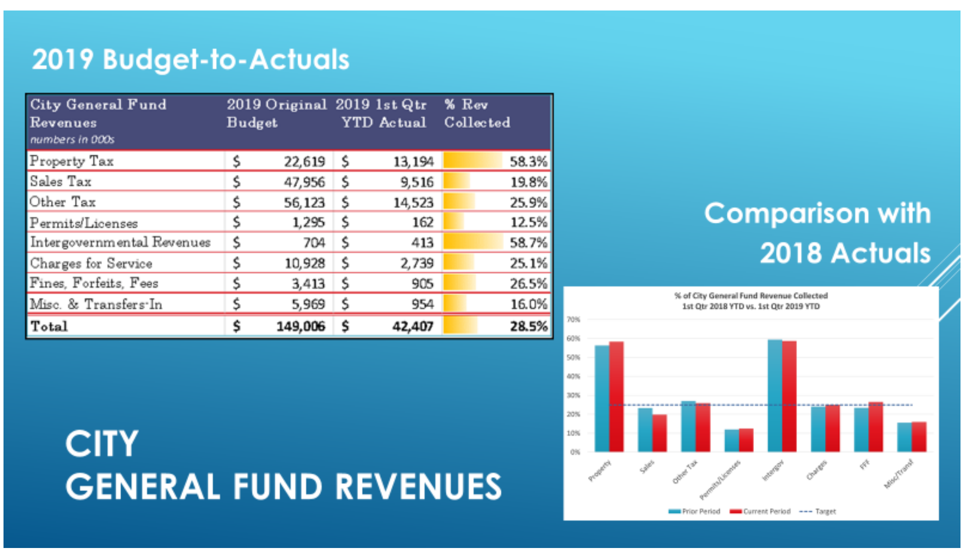
Kathleen VonAchen, Chief Financial Officer, said we're bringing to you the first quarter report which outlines the level of revenue and expenditures that occurred between January and the end of March. That seems like the end of March was a while ago, but it takes us awhile to close the financial transactions of the given months and then prepare this report and then there's a little bit of lead time with preparing this document for all of you to review before it comes before the committee. Ideally, we would like to be able to streamline that a little bit more, but right now we've got the first quarter here in front of you. Later on this evening, we will be providing you with up-to-date, year-to-date information regarding our revenue and expenditures through the end of May in order to give you a snapshot of where were sitting financially in the current fiscal year, but that will be part of our budget workshop that is following this meeting.



CONSOLIDATED GENERAL FUND	FY 2018			FY 2019		
		1st Qtr YTD	% of		1st Qtr YTD	% of
numbers in 000's	Budget	Actual	budget	Budget	Actual	budget
Revenues	$ 206,909	$ 70,209	33.9%	$ 216,507	$ 71,541	33.0%
Expenditures	$ 208,468	$ 51,189	24.6%	$ 219,475	$ 51,764	23.6%
Net Alloc & Transfers	$ 1,325	$ 331	25.0%	$ 185	$ 46	25.0%
Net Change	$ (234)	$ 19,351		$ (2,783)	$ 19,823	
Balance, Start of Year	$ 19,046	$ 19,046		$ 25,785	$ 25,785	
Balance Year-to -Date	$ 18,812	$ 38,397		$ 23,002	$ 45,608	

We typically start off with a review of the Consolidated General Fund and then we move into revenues and then my Budget Director, Reginald Lindsay, will talk about the expenditure side as well as the financial status of all the other UG funds. Right now, through the end of March which represents 25% of the fiscal year, we are sitting with a fund balance of $45M. Now, that seems like a whole of lot money, but we must remember in the first month of the fiscal year we collect ½ of the total property taxes for that given calendar years fiscal transaction. Typically, at this point, we have a high level of liquidity which is demonstrated if you compare to the same period last year which was at roughly $38M. We budgeted revenues of $216M coming in and we have collected $71M, that compares well with the prior year which was at $70M. On the expenditure side, we budgeted $219M, $51M has been spent year to day. That's below the 25% target and is in line with how much we spent last year also at $51M.

Just a reminder, this is the original budget, not the amended budget that we presented to all of you last week. The original budget had a net margin difference of $2.7M. That means that's the amount we are going to be taking from fund balance if we were to collect that amount of revenue and expenditures as budgeted. This is the entire consolidated budget, it includes city, county, and the parks.



City General Fund Revenues *numbers in 000s*	2019 Original Budget	2019 1st Qtr YTD Actual	% Rev Collected
Property Tax	$ 22,619	$ 13,194	58.3%
Sales Tax	$ 47,956	$ 9,516	19.8%
Other Tax	$ 56,123	$ 14,523	25.9%
Permits/Licenses	$ 1,295	$ 162	12.5%
Intergovernmental Revenues	$ 704	$ 413	58.7%
Charges for Service	$ 10,928	$ 2,739	25.1%
Fines, Forfeits, Fees	$ 3,413	$ 905	26.5%
Misc. & Transfers-In	$ 5,969	$ 954	16.0%
Total	**$ 149,006**	**$ 42,407**	**28.5%**

What we're going to talk about briefly are the revenues for the City and County General Funds. This one is the City General Fund. This presentation shows Budget-to-Actual. This column is how much we have budgeted in these various revenue sources in the original budget. As you can see, as I mentioned, 58% of the total property tax budget was collected in the first month or two of the fiscal year. That's why we have 58%, it's at 58% instead of 25%. If all of the revenues came in at the same time or the same level every month, it would be roughly 25%, but since there's seasonality and depending on the revenue source, those percentages change.

Sales Tax typically does have a little bit of seasonality peeks and flows that keeps, but for the most part it is pretty constant from one month to the next. As you can see, $47.9M was estimated to be received for the entire year from sales and use taxes, both sales and use taxes, and through the end of March we only collected $5.9M which represents roughly 19.8% or 20%. Ideally, if those monies were coming in at a regular stream month over month, that would be roughly 25%, not 19% or 20%, so you can see there's a little bit of shortfall there or a lower performance and we're going to talk about that a little bit more in more detail actually in the coming budget workshop, but this is just a snapshot through the end of March. Other taxes are performing as expected. This one is at 25%. Other taxes include franchise taxes and motor vehicle registration and a variety of other taxes.

Licenses are a little down. Sometimes that does depend on seasonality especially with building permits that will be happening later in the spring.

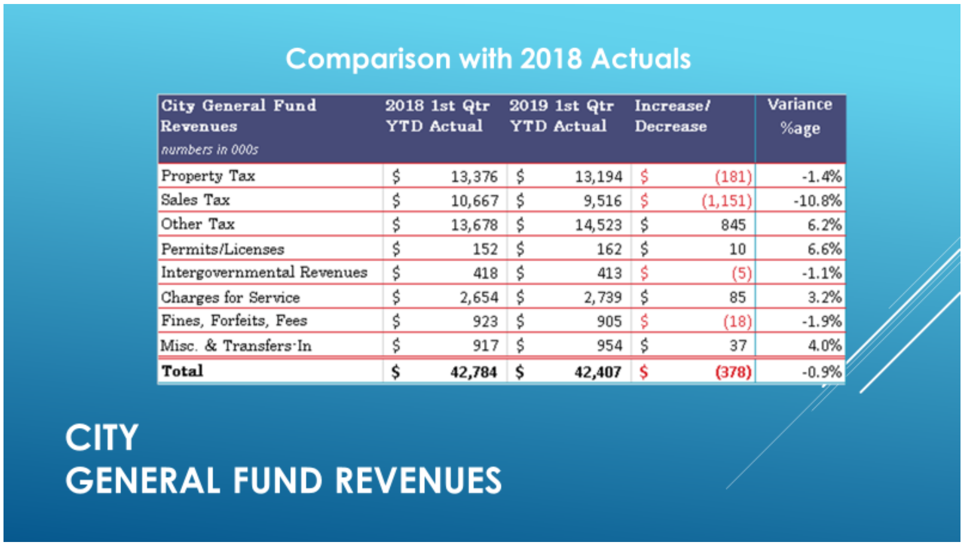
Intergovernmental revenues are wholly dependent on when we receive the money from the governmental agency.

Charges for services, the largest portion is trash and trash services. Those are pretty constant throughout the year and they are at 25%.

Fine and Fees are performing as expected.

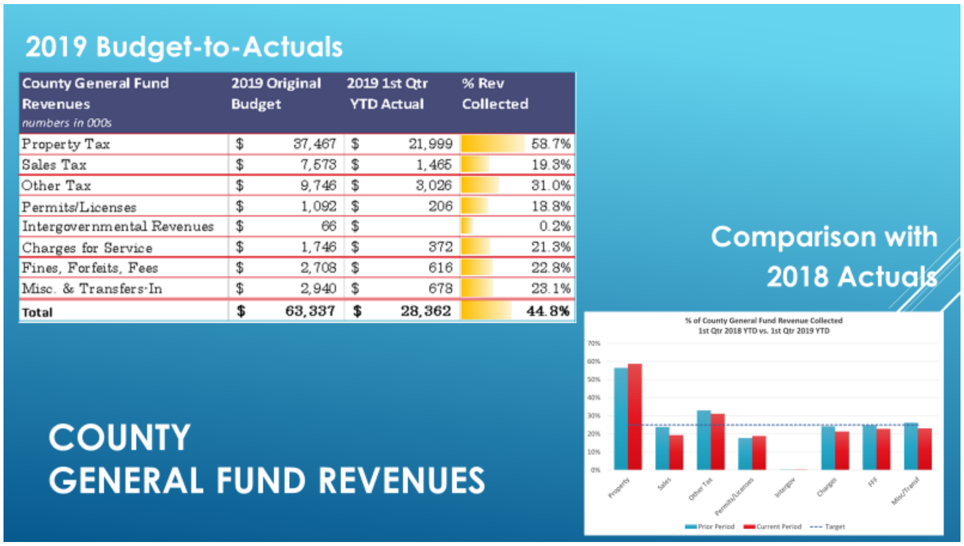
Miscellaneous and Transfers, those are sort of dependent on when the actual transfers are done in our financial system so they vary from month to month.

This is a chart that kind of outlines how graphically the information here. The blue illustrates the level of collection in this same quarter of last year. The red represents the amount uncollected this year in that same quarter. You can see that property tax is higher, the collection level is higher than it was at this point last year. Naturally, that's because assessed value improved. Sales tax though is down, the red bar is below the blue, quite substantially, which we'll talk about. Other taxes are a little bit more down from the prior year.



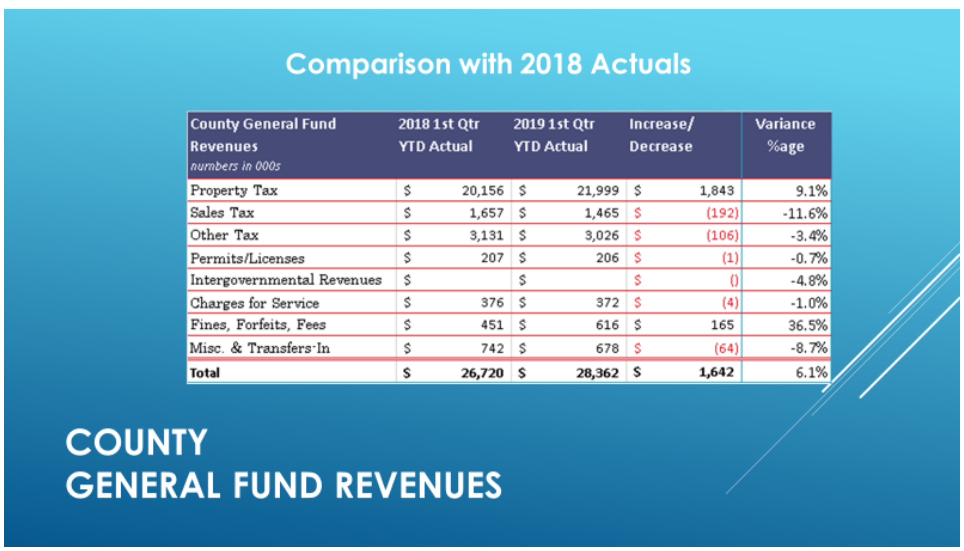
City General Fund Revenues *numbers in 000s*	2018 1st Qtr YTD Actual	2019 1st Qtr YTD Actual	Increase/ Decrease	Variance %age
Property Tax	$ 13,376	$ 13,194	$ (181)	-1.4%
Sales Tax	$ 10,667	$ 9,516	$ (1,151)	-10.8%
Other Tax	$ 13,678	$ 14,523	$ 845	6.2%
Permits/Licenses	$ 152	$ 162	$ 10	6.6%
Intergovernmental Revenues	$ 418	$ 413	$ (5)	-1.1%
Charges for Service	$ 2,654	$ 2,739	$ 85	3.2%
Fines, Forfeits, Fees	$ 923	$ 905	$ (18)	-1.9%
Misc. & Transfers-In	$ 917	$ 954	$ 37	4.0%
Total	**$ 42,784**	**$ 42,407**	**$ (378)**	-0.9%

The data in this quarter of a quarter comparison is—the actual data for that graph is demonstrated in this chart year. You can see property taxes compared with the prior year we've collected about $181K less than we did at the same period last year, but the largest one is sales tax. We've collected $1.15M less in this quarter than we did in the same period last year. I did want to point out that when we were looking at the distributions from the state, as I mentioned in the prior meeting, the performance of retail sales activity in the first six months of 2018 was very significant. It was substantially higher than it was in the prior 2017 period. It's odd because we saw kind of a steady growth through '17, a big bump at the beginning of '18, then a dramatic drop in the end of '18. When you're making these comparisons, you have to kind of keep that in mind because this amount in '18, the $10M in '18, we're basically collecting more than we anticipated during that period, but now the same period in '19 we're now collecting less than we anticipated in that period. It kind of exaggerates or makes this data seem even greater than it may be. The causes for the sales tax performance we're going to discuss in more detail in the upcoming budget workshop. This is, again, a snapshot just through March.



County General Fund Revenues *numbers in 000s*	2019 Original Budget	2019 1st Qtr YTD Actual	% Rev Collected
Property Tax	$ 37,467	$ 21,999	58.7%
Sales Tax	$ 7,573	$ 1,465	19.3%
Other Tax	$ 9,746	$ 3,026	31.0%
Permits/Licenses	$ 1,092	$ 206	18.8%
Intergovernmental Revenues	$ 66	$	0.2%
Charges for Service	$ 1,746	$ 372	21.3%
Fines, Forfeits, Fees	$ 2,708	$ 616	22.8%
Misc. & Transfers-In	$ 2,940	$ 678	23.1%
Total	**$ 63,337**	**$ 28,362**	**44.8%**

The county revenues which are much more dependent on property taxes are doing better. Again, property tax we've collected 58% of that revenue source. The sales tax, again, is at 19% of what we anticipated in the original budget, but overall total collections are at 44% or 45% of the total.

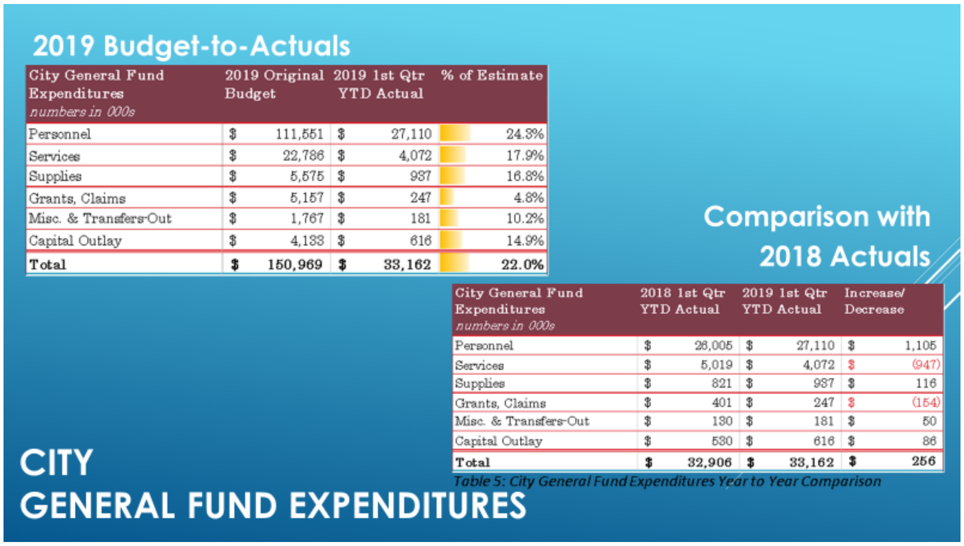


County General Fund Revenues *numbers in 000s*	2018 1st Qtr YTD Actual	2019 1st Qtr YTD Actual	Increase/ Decrease	Variance %age
Property Tax	$ 20,156	$ 21,999	$ 1,843	9.1%
Sales Tax	$ 1,657	$ 1,465	$ (192)	-11.6%
Other Tax	$ 3,131	$ 3,026	$ (106)	-3.4%
Permits/Licenses	$ 207	$ 206	$ (1)	-0.7%
Intergovernmental Revenues	$	$	$ ()	-4.8%
Charges for Service	$ 376	$ 372	$ (4)	-1.0%
Fines, Forfeits, Fees	$ 451	$ 616	$ 165	36.5%
Misc. & Transfers-In	$ 742	$ 678	$ (64)	-8.7%
Total	**$ 26,720**	**$ 28,362**	**$ 1,642**	6.1%

Similar figures presented for the county compared with the same quarter performance of the prior year. Any questions on the revenues before I pitch it over to Reggie for the expenditure side?

BPU Board Member Bryant said not so much a question, it's just a reminder that I feel it's my responsibility to remind the Commission that I know that you're going into budget, and I know the PILOT fee is always on your mind. This year looking at the numbers on our spreadsheet at BPU, the PILOT is projected to gather over $30M in revenue this year for the Unified

Government. I know that you guys have had the PILOT rate at 11.99% for a while now. I would ask that you take a very close look at that, the availability of maybe lowering that, considering the valuations have gone up so revenue has, hopefully, been a little bit better. That's my plug for the year.


2019 Budget-to-Actuals

City General Fund Expenditures *numbers in 000s*	2019 Original Budget	2019 1st Qtr YTD Actual	% of Estimate
Personnel	$ 111,551	$ 27,110	24.3%
Services	$ 22,786	$ 4,072	17.9%
Supplies	$ 5,575	$ 937	16.8%
Grants, Claims	$ 5,157	$ 247	4.8%
Misc. & Transfers-Out	$ 1,767	$ 181	10.2%
Capital Outlay	$ 4,133	$ 616	14.9%
Total	**$ 150,969**	**$ 33,162**	**22.0%**

Comparison with 2018 Actuals

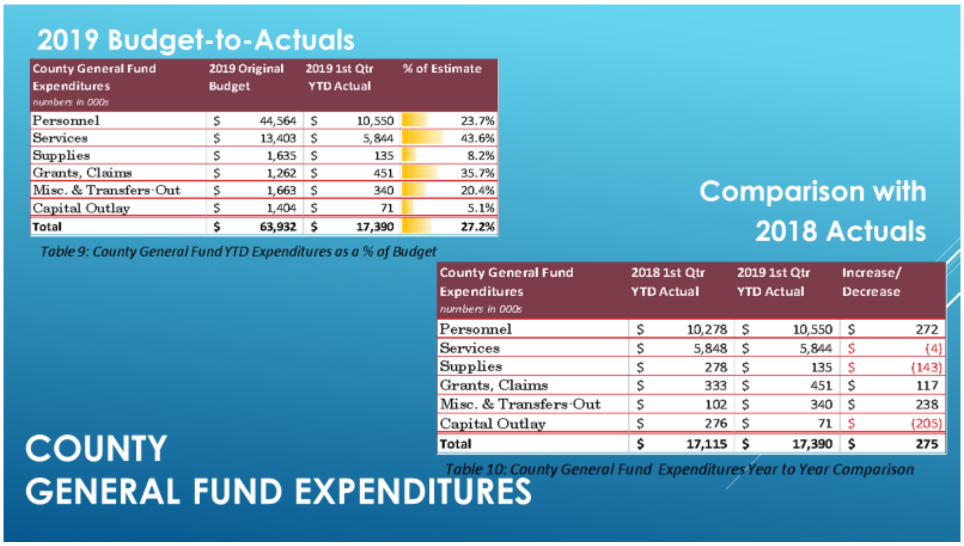
City General Fund Expenditures *numbers in 000s*	2018 1st Qtr YTD Actual	2019 1st Qtr YTD Actual	Increase/ Decrease
Personnel	$ 26,005	$ 27,110	$ 1,105
Services	$ 5,019	$ 4,072	$ (947)
Supplies	$ 821	$ 937	$ 116
Grants, Claims	$ 401	$ 247	$ (154)
Misc. & Transfers-Out	$ 130	$ 181	$ 50
Capital Outlay	$ 530	$ 616	$ 86
Total	**$ 32,906**	**$ 33,162**	**$ 256**

Table 5: City General Fund Expenditures Year to Year Comparison

CITY GENERAL FUND EXPENDITURES

Reginald Lindsay, Budget Director, said I'm going to touch on the expenditures for the City General Fund. Basically, what we have here are two views. We have Budget-to-Actuals up here in the left-hand corner that compares into the original budget and what we spent year-to-date and then down here in the left-hand corner we have year over year of what we spent in 2019 compared to 2018. Up here in the Budget-to-Actuals comparing this year's budget to what we spent so far this year, kind of what Kathleen talked about. She touched on 25% for the revenues where we want to be over that, but on the expenditure side we want to be 25% under on budget. Basically, here you can see in Personnel, we are right at 24%. Basically, here in Personnel we have our expenditure for salaries, benefits, and overtime that the employees get paid.

In Services, you can see we're at almost 18%. Here in the services we pay for things like our transit contract, our trash contract, those are some of the big contracts here. The supplies you see are almost 17%. Here we pay for things like our natural gas, our fuel, and vehicle parts. You can see just overall in the City General Fund on the expenditure side we are at 22%. If we go down and compare it to 2018 Actuals, we can see that we have spent a little bit more in Personnel and that's because our personnel expenses are running more this year. In Services we are spending a little bit less. Basically, we did cutback some expenditures so that's one of the reasons we're spending less. Supplies, we have spent a little bit more. One of the things going on here is the fuel costs. You can see overall, down here at the bottom, we spent $256,000 more dollars year-to-date then we spent in 2018.



County General Fund Expenditures *numbers in 000s*	2019 Original Budget	2019 1st Qtr YTD Actual	% of Estimate
Personnel	$ 44,564	$ 10,550	23.7%
Services	$ 13,403	$ 5,844	43.6%
Supplies	$ 1,635	$ 135	8.2%
Grants, Claims	$ 1,262	$ 451	35.7%
Misc. & Transfers-Out	$ 1,663	$ 340	20.4%
Capital Outlay	$ 1,404	$ 71	5.1%
Total	**$ 63,932**	**$ 17,390**	**27.2%**

Table 9: County General Fund YTD Expenditures as a % of Budget

County General Fund Expenditures *numbers in 000s*	2018 1st Qtr YTD Actual	2019 1st Qtr YTD Actual	Increase/ Decrease
Personnel	$ 10,278	$ 10,550	$ 272
Services	$ 5,848	$ 5,844	$ (4)
Supplies	$ 278	$ 135	$ (143)
Grants, Claims	$ 333	$ 451	$ 117
Misc. & Transfers-Out	$ 102	$ 340	$ 238
Capital Outlay	$ 276	$ 71	$ (205)
Total	**$ 17,115**	**$ 17,390**	**$ 275**

Table 10: County General Fund Expenditures Year to Year Comparison

Moving on to the County General Fund. Again, we have two different views. One that compares the 2019 to what we've actually spent and then also a comparison of the 2019 Budget to what we spent in 2018 at this time last year. Rule of thumb, here again we want to be 25% under budget, but we can see here that we're a little bit over 27%. We can see in Personnel we're under 25% where here in Services it's kind of where we kick up at 43%. Basically, what's going on there is we have inmate house, inmate medical, and it's kind of ticked up this year so that's where we're up there. Supplies you can see we haven't spent all the money here. We've got like 8.2%. Then grant's and claims, these are basically grant payments that go out at the beginning of the year, so a lot of the money gets spent up there first so that's why we're over the 25%.

Down here we can see as we compare year-to-date what we spent in 2018 to 2019, we are a little up in Personnel. Basically, what's going on there is just Personnel costs do go up. Services, not too much more and then in supplies we are $143,000 less right now. Our Grants and Claims are $117,000 more. Overall, in this category in the General Fund, we are at $275,000 above what we spent in 2018 actuals.

Tax Levy Funds	REVENUES numbers in 000's 2019 Original Budget	2019 YTD Actual	% of Budget	EXPENDITURES numbers in 000's 2019 Original Budget	2019 YTD Actual	% of Budget
City General Fund	$ 158,887	$ 41,871	26.4%	$ 160,850	$ 32,984	20.5%
City Bond & Interest	$ 33,971	$ 14,042	41.3%	$ 34,852	$ 7,123	20.4%
County General Fund	$ 63,337	$ 28,362	44.8%	$ 63,932	$ 17,050	26.7%
Cons. Parks General Fund	$ 6,420	$ 1,309	20.4%	$ 6,645	$ 1,730	26.0%
County Bond & Interest	$ 4,753	$ 1,746	36.7%	$ 5,351	$ 243	4.5%
CIFI	$ -	$ -		$ -	$ -	
Aging	$ 1,868	$ 814	43.6%	$ 1,894	$ 487	25.7%
Developmental Disabilities	$ 522	$ 278	53.3%	$ 598	$ 55	9.2%
Elections	$ 1,309	$ 686	52.4%	$ 1,502	$ 196	13.0%
Health	$ 3,268	$ 1,354	41.4%	$ 3,512	$ 888	25.3%
Mental Health	$ 612	$ 334	54.6%	$ 580	$ 135	23.3%
Total UG Tax Levy Funds	**$ 274,947**	**$ 90,796**	**33.0%**	**$ 279,715**	**$ 60,891**	**21.8%**

ALL UNIFIED GOVERNMENT TAX LEVY FUNDS

This slide gives us a snapshot of revenue expenditures for our other nine tax levy funds. Basically, here on the left-hand side we have the revenues where we want to be over 25% and then here we have the expenditures where we want to be under 25%. We can see basically here on the revenue side with the other tax levy funds we're at 33% collection. Again, over here at the expenditures were at 21%. We look to be at under 25% here at this time of the year.

ALL OTHER & TOTAL UG FUNDS

Other Funds	2019 Original Budget	2019 YTD Actual	% of Budget	2019 Original Budget	2019 YTD Actual	% of Budget
Alcohol	$ 530	$ 147	27.7%	$ 788	$ 80	10.1%
Clerk Technology	$ 45	$ 8	17.5%	$ 50	$ 1	1.5%
Court Trustee	$ 410	$ 128	31.2%	$ 588	$ 91	15.5%
Dedicated Sales Tax	$ 10,635	$ 2,391	22.5%	$ 10,822	$ 2,511	23.2%
Emergency Medical Services	$ 11,433	$ 2,516	22.0%	$ 11,474	$ 2,137	18.6%
Environmental Trust	$ 1,078	$ 264	24.5%	$ 1,130	$ 240	21.2%
Jail Commissary	$ 25	$ 7	28.7%	$ 60	$ -	0.0%
Parks & Recreation	$ 530	$ 147	27.7%	$ 546	$ 129	23.7%
Public Levee	$ 335	$ 101	30.3%	$ 387	$ 16	4.1%
Register of Deeds Technology	$ 160	$ 32	19.7%	$ 130	$ -	0.0%
Sewer System	$ 42,713	$ 9,299	21.8%	$ 49,560	$ 9,852	19.9%
Special Assets	$ -	$ -		$ 850	$ -	0.0%
Stadium	$ 293	$ 45	15.3%	$ 661	$ 109	16.5%
Stormwater	$ 3,740	$ 863	23.1%	$ 4,720	$ 527	11.2%
Street & Highway	$ 7,080	$ 1,783	25.2%	$ 7,650	$ 2,060	26.9%
Sunflower Hills Golf Course	$ 685	$ 20	2.9%	$ 681	$ 261	38.4%
Travel & Tourism	$ 3,863	$ 852	22.1%	$ 5,703	$ 1,114	19.5%
Treasury Technology	$ 45	$ 8	17.5%	$ 19	$ -	0.0%
Wyandotte County 911	$ 823	$ 200	24.3%	$ 867	$ 90	10.4%
Total Other Funds	**$ 84,423**	**$ 18,810**	**22.3%**	**$ 96,687**	**$ 19,216**	**19.9%**
Total Funds	**$ 359,370**	**$ 109,606**	**30.5%**	**$ 376,402**	**$ 80,107**	**21.3%**
County Library	$ 3,091	$ 1,695	54.8%	$ 3,205	$ 1,692	52.8%
Total ALL Funds	**$ 362,461**	**$ 111,301**	**30.7%**	**$ 379,608**	**$ 81,799**	**21.5%**

This one here is a snapshot of 20 other funds that include like our Special Revenue Funds and our Enterprise Funds. On the left side here, we have revenues again and on the right side we have expenditures. Basically, here rule of thumb, we want to be over 25% in the revenues and over here on the expenditure side we want to be below 25%. We can see we're at a little over 21%.

Michelle Franks asked is this part of the mill levy or are you going to talk about that separately? **Chairman Burroughs** said this is just an overview, just for information only. We will be working on the budget workshop after 7:00 this evening. **Ms. Franks** said we were told that we could come and voice our opinion about the mill levy and our property tax. **Chairman Burroughs** said that would probably be best to be done at 7:00 at the full budget workshop. **Ms. Franks** said okay.

Action: Information only.

Item No. 2 – 19847…REPORT: FIRST QUARTER BUDGET REVISIONS

Synopsis: First Quarter Budget Revision Report, submitted by Reginald Lindsey, Budget Manager.

Reginald Lindsey, Budget Manager, said basically what happens is when departments request to shift $10,000 or more, we have to submit a request to the County Administrator's Office. If that request is over $50,000, we have to submit a request to the Mayor and County Administrator if it is an emergency. If it's not an emergency, we have to bring it back to the Standing Committee and then it moves on to the Commission. Through Quarter 1 we had two budget revisions. One in the CKO's Office or the Knowledge Department and one at Sunflower Hills. Both were under the $50,000 threshold so they did go through the County Administrator's Office for signature and they did have the funding moved from within the departments.

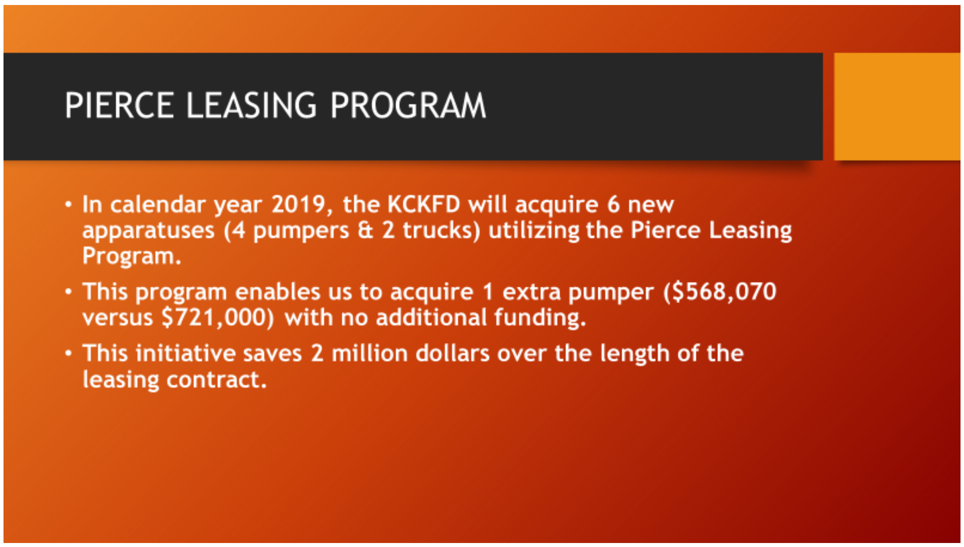
Chairman Burroughs said great, thank you. I believe that came out of the committee's request here a couple of committees' back, if I remember, a couple of meetings back we'd like to have these reports in a more timely manner so I sincerely appreciate that information coming forward.

Kathleen VonAchen, Chief Financial Officer, it's in compliance with our policy and we're trying to follow our policy more strictly. **Chairman Burroughs** said thank you.

Action: Information only.

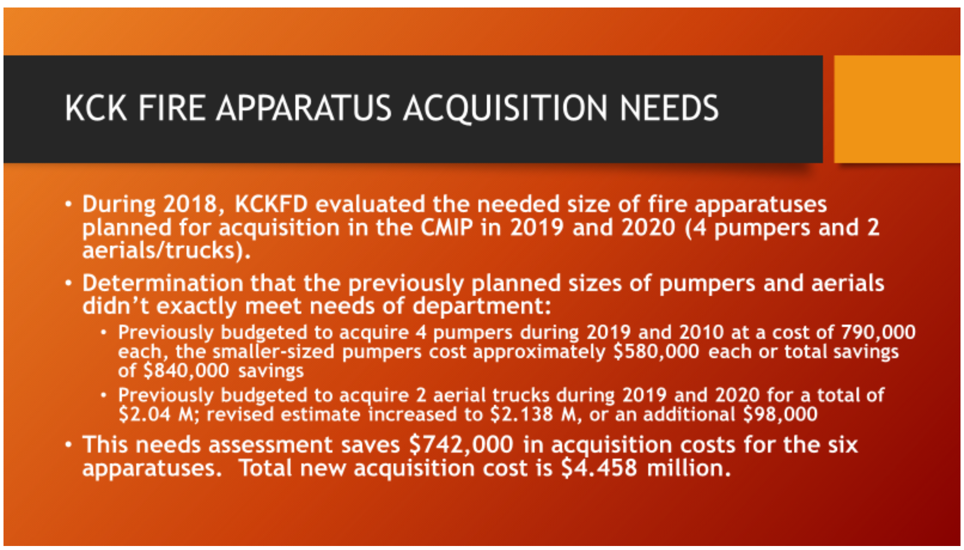
Item No. 3 – 19802…RESOLUTION: FIRE APPARTATUS LEASE PURCHASE TURN-IN AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC

Synopsis: A resolution authorizing the UG to enter into one or more lease purchase agreements with PNC Equipment Finance, LLC, the proceeds of which will be used to pay the costs of acquiring six fire apparatuses, submitted by Kathleen VonAchen, Chief Financial Officer. It is requested that this item be fast tracked to the July 11, 2019 full Commission meeting.



Kathleen VonAchen, Chief Financial Officer, said joining me is Fire Chief Michael Callahan and Deputy Chief Jack Andrade. They originally came to see me back in the fall of 2018 with some ideas for reducing the acquisition costs and the financing costs of acquiring various assets to improve our performance in the fire area. Tonight's presentation, we're discussing the acquisition of two aerial trucks and four pumpers. Their idea was to basically enter into a program provided by Pierce, which is affiliated with PNC Financing Corporation. It's a Turn-In Program. We're going to talk in more detail about this turn-in lease financing or lease purchase program, but quickly, I just wanted to let you know that all of the documents in front of you which include—perform the lease agreements as well as the certificate from Pierce as required by state law and the Rider for Kansas, all of those documents are presented to you substantially in the form in which they will be signed. The authorized signatories are the Mayor and/or the County Administrator. All of the provisions for the financing in terms of the interest rate and such have already been negotiated and I'm happy to present all that kind of detail, if you're interested, but this presentation is a little more broader than that. They've also been reviewed by our external Bond Counsel, Gilmore & Bell, and internal counsel, Angela Lawson.

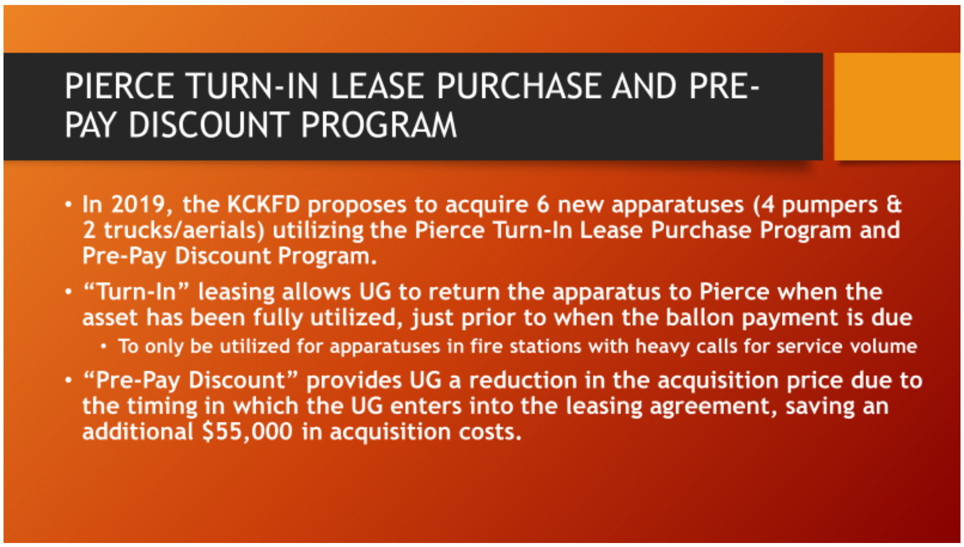
At the end of tonight what we'll be asking you to do is to take action to approve the resolution to enter into the agreement to agree to provide substantial form to allow the Mayor and the County Administrator to sign the lease agreement documents and to fast track it to Thursday, July 11th. The reason for the fast track is because at the end of this quarter, which is the second quarter, July 31st, we will no longer be able to take advantage of this prepaid discount that I'm about to talk with you about. If we waited until later on at the next Commission meeting, it wouldn't give us enough time to close and take advantage of that discount. It's roughly about a $55,000 discount. That's the reason for the fast track.



Briefly, to go over this PowerPoint, during 2018 the Kansas City, Kansas Fire Department decided to evaluate the needed size of the current fire apparatuses that are needing to be replaced. What the Chief determined is that those apparatuses that we're in the plan in the CMIP for '19 and '20, which were four pumpers and two aerials. The size of them, especially in regard to pumpers, were too large, that we could be better served by a smaller size pumper. By doing that, and the Chief is going to talk about that a little bit more, but by doing that, as I've outlined here, previously the budgeted amount to acquire the four pumpers was $790,000 each and the smaller size pumpers actually cost $580,000. That's a total saving amongst the four pumpers of $840,000. That savings is offset slightly by the need to acquire a slightly more expensive aerial truck which results in about $100,000 more than was budgeted for those two fiscal years.

Just the evaluation of the needs assessment of these assets resulted in a more appropriate sizing and a reduced cost of acquisition of $742,000. Rather than spending $5.6M on the acquisition of these assets, we're only spending $4.458M.

I want to thank the Chief for looking through this and if you have any more comments on that I'm happy to give you a chance to talk about it further. **Chief Michael Callahan** said no, you can go on.



Ms. VonAchen said on top of that savings we want to talk about the Lease Turn-In and the benefits of this program. Currently, right now, when we lease equipment, we typically lease to purchase it. Something costs $1M and we're going to pay for it over 10 years and at the end of the 10 years—and we'll pay a certain loan percentage interest rate. At the end of the 10 years we own the assets and we put it into our inventory. Well, the problem is with these sorts of movable assets, especially if they're assigned to fire stations that are very busy and have a high volume of call for service, by the end of the 10 years the asset is completely exhausted and it's useful has been spent, but we're still having to dispose of the asset and the utility of that asset has diminished greatly towards the later part of it's life.

In this Lease Turn-In Program what we achieve is to finance the thing for—the asset for a shorter amount of time, but we are also financing a lessor amount than the total acquisition price. Basically, what we're doing is we're going—and this is only for the fire stations that are the busiest. Think of it that way. Those assets are used up the quickest. Those assets will be utilized over the course of say instead of 10 years, 8 years. We don't pay that extra amount in order to keep the asset at the end. That extra amount is what we're calling the balloon payment. By doing a Turn-In, we turn in the asset a few years prior to the term, we don't pay that balloon payment and as a result we're actually financing a lessor amount and still at that low rate. We don't end up with an asset that has a high maintenance cost attached to it and that we have to dispose of.

In 2019, the Kansas City, Kansas Fire Department proposed that we acquire six apparatuses. This is among their total fleet. Their total fleet is—I don't remember how many. **Chief Callahan** said 22. **Ms. VonAchen** said 22. This is just a portion of their total fleet. It's the portion that was planned to be replaced in these coming years, the '19 and '20 year and it's four. It's just the stations that have the highest volume of calls. It's the two pumpers—or the two trucks or aerials and the four pumpers. The Turn-In Lease allows the UG to return the apparatus to Pierce when the asset has been fully utilized, just prior to the balloon payment being due. In addition, there's this prepayment discount that is being offered and it has to do more with the timing of the delivery of the asset and giving us a discount if we pay ahead of time. It's an advantage that we haven't taken advantage of before. It has to do with the timing of the payment, which for the UG, we have liquidity to make the payment ahead of time rather than afterwards.

In addition to the savings from downsizing or better acquiring assets at the size that we needed, we also are doing that Pre-Payment Discount which offers us another $55,000 acquisition cost reduction.

PIERCE TURN-IN LEASE PURCHASE AND PRE-PAY DISCOUNT PROGRAM

- The "Turn-In" leasing provision saves an additional $844,000 in lease payments over the length of the leasing contract.
- Total acquisition costs, lease financing agreements, and estimated savings:

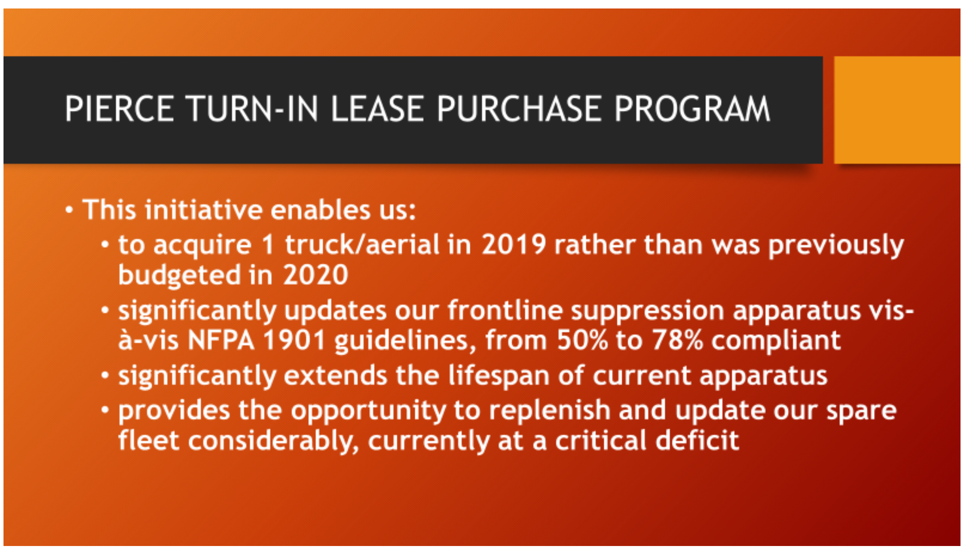
Apparatuses	Orginally Budgeted Acquisition Costs	Revised Acquistiion Costs	Variance in Acquisition Cost	Pierce Pre-Pay Discount	Total Acquisition Costs with Discount (a)		Originally Budgeted Lease Finance Payments	Proposed Turn-In Lease Finance Payments (b)
Pumpers (4)	3,160,000	2,319,711	(840,289)	(33,945)	2,285,767		2,443,043	2,279,216
Aerials/Trucks (2)	2,040,000	2,138,701	98,701	(21,022)	2,117,679		3,729,103	2,096,419
Totals:	$ 5,200,000	$ 4,458,412	$ (741,588)	$ (54,966)	$ 4,403,446		$ 6,172,146	$ 4,375,636
		Savings from original budgeted costs:			$ (796,554)			$ (1,796,510)

(a) Amount to be lease turn-in financed

(b) Assumes assets will be turned-in prior to ballon payment provisions

I've provided kind of a table here that kind of outlines all the different savings by this program. The first column is how much we planned on spending on these assets during '19 and '20 which is $5.2M. By revising the size, we took a look at that and now the revised acquisition cost is $4.4M resulting in a savings of $741,000. We're taking advantage of the prepayment discount which totals $55,000. As a result, the total acquisition with the discount, the amount that we'll be financing is $4.4M and that's a savings of $796,000. Had we just leased the entire $5.2M, that first column, with our existing lease purchase program, the total payments, principal and interest, would have been $6.172M.

With this Turn-In Lease Program, not including the payment of the balloon payment, what we'll be paying is $4.375M in lease payments, which results in saving of almost $1.8M. We highly recommend that you approve this recommendation and the next slide we're going to outline some of the other benefits that the Chief wanted to share with you.



Michael Callahan, Fire Chief, said I want to thank Kathleen and her people because they did a lot of work on these numbers as you can see. When we first came forward with this proposal to the County Administration and Finance, what we're endeavoring to do is to replace a fleet that is significantly behind in the NFPA Standard 1901, which calls for frontline rigs to be replaced every 10 years and then spare apparatus to be replaced every 15 years. It's going to take our frontline compliancy from 50% NFPA compliant to 78% with this program. It's going to significantly extend the lifespan of the current apparatus in terms of the ability to get these apparatuses that we are leasing back into the hands of Pierce so they can resell them and then be replaced with brand new apparatus. We're going to take the apparatus, this is going to get a little convoluted, but we're going to take the current apparatus that are in all of the fire stations and the ones that we're going to lease are going to be put into the fire station and that current rig is going to be given to another company, another fire company. Their rig will be put into our spare fleet so that's going to give us an opportunity to replenish and update our spare fleet which is very deficient as it's currently constituted. I don't really have anything more to say unless there are further questions from the Commission.

Ms. VonAchen said I did want to point out as part of the—we did work with Purchasing and we are proceeding with this based on a piggyback with other communities in the region who are also undertaking this program and it is highly recommended by the other communities in Kansas and on the Missouri side.

Action: **Commissioner Walters made a motion, seconded by Commissioner McKiernan, to approve.**

Commissioner Townsend said, Chief, you kind of lost me on the end, provides the opportunity to replenish and update our spare fleet. My understanding was that using this lease process before the asset has totally expended it's use life. Are we turning those back in? How does this process help us update our spare fleet? **Chief Callahan** said we're not leasing vehicles for the entire Fire Department. It's a partial lease program. The vehicles that are going to be leased are for the busiest business, busiest fire engines, and fire trucks, pumpers. The rest of the rigs were still going to own. The ones that we own would become part of our spare fleet and the leased vehicles, the leased apparatus, the pumpers, and the trucks, those would go into the fire station and their current vehicle. It's like a hand-me-down program. It would go to a slower company that doesn't run as much and that vehicle and that slower company, the current vehicle, would become part of the spare fleet. We own those vehicles. The leased vehicles, obviously, we don't own them, but it's going to help us in terms of, we're giving them the companies with high run volume and they need to be replaced more cycling anyway. Does that answer your questions? **Commissioner Townsend** said yes, so the ones we already own are going to be reallocated, I don't want to say removed. **Chief Callahan** said repurposed. **Commissioner Townsend** said okay.

Ms. VonAchen said currently, just rough figures, we spend about $2M or $3M on maintenance of fire fleet. Not just the trucks, but other vehicles as well. We believe that dollar amount will decline by incorporating these new six assets into the fleet because the one's that we're currently replacing are very costly to maintain since they're so old.

BPU Board Member Bryant said I don't know if this is better for you Kathleen or Chief Callahan, it's twofold? What is the length of the lease period and what is the expected lifespan of these assets under heavy use? **Chief Callahan** said the length of the lease is going to be for pumpers, that's the ones that carries the water, eight years. For the trucks with the big ladders on them, it's ten years. In terms of life expectancy, that's dynamic, it's not a static figure because if a fire company is in a fire house and it doesn't move a lot, it's going to last a lot longer than a company that 12, 14, 20 calls a day. The NFPA standard doesn't account for that. It simply says after 10 years any fire vehicle should not be a frontline vehicle anymore. It should go into the spare fleet for the following five years and after those five years totaling 15, it should be gotten rid of. **BPU Board Member Bryant** said just so that I'm clear, 8-year lease, roughly 10 years that it can be frontline. A couple years after we are no longer paying on the lease, we will still be able to use it and then move it to a less moving or less taxing station. **Chief Callahan** said sort of. The lease vehicle, after eight years, goes back to Pierce and they give us another one. They give us another brand new one. **BPU Board Member Bryant** said we'll actually have a couple years' worth of life left on the vehicle when we give it back so that it's not completely expended. **Fire Chief Callahan** we won't have the lease. Pierce will sell that vehicle. Right around that 8-year mark is when the vehicles resale value plummets dramatically or expeditiously, whichever you want to say, so that's why Pierce wants to get it back at about the 8-year mark so their resale value remains or that there's some equity in it for them.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Chairman Burroughs said I do have a change in the agenda. There was an opportunity earlier on in our agenda this evening for the comment on the budget presentation. There was a lady that wanted to comment on the mill levy. She was advised—I don't know where that advice came from in reference that she would be able to speak this evening, I'm going to go back to that first item and allow the lady to step forward and speak. I would advise that the next opportunity for the public comment on the budget will be July 25. That is when the next public comment will be allowed at the full commission meeting and that, again, is July 25. I do want to back up to the first part of the agenda this evening, not knowing who set out the message for you to appear this evening, but the fact that you asked to appear, I'm going to allow you the three minutes to make your comments please.

Michelle Franks, 3936 N. 108th Terr., said I'm coming on behalf of my neighborhood and some other people that are here because we feel that our property taxes are overboard. Mine are $6,300 a year, that's a lot, and I don't even have a $400,000 house. I notice we are concerned about making sure that we piggyback off of what Missouri is doing and Johnson County is doing. I lived in Missouri and with a $400,000 house my taxes were only $3,000. I would like to know why we have to pay such an excessive amount when we were told with all of the building of the Legends and etc. that the taxes would go down once these entities were paid for that we would—actually taxes would go down for the people that live here. I was born and raised in Wyandotte County. My family lives here, so I just want somebody to tell me what we can do. I've appealed it. They deny me. I don't know what to do. They said well you need to come to the mill levy meeting, so I'm here. **Chairman Burroughs** said, staff, were you able to get that request and information? Would you care to repeat what it is, the question specifically? **Ms. Franks** said my question is what can we as citizens do to get our taxes lowered? What do we need to—I mean do we need to protest. What do we need to do to get our taxes lower? They just keep increasing and I'm not the only one that's unhappy about—there are other people that are here because of that. We were told that we could come to this meeting and voice our opinion. I mean because it doesn't make sense why we have to pay the highest when we don't even have, with the exception of Sumner, we don't even have the best school district. I've lived in Park Hill and I can tell you they have a better school district and taxes are lower. Why do we have to pay such a high amount?

Chairman Burroughs said I appreciate the question and we'll get you those answers if we can have your address and your name and we'll follow up with a response and your response is well noted. I will say that city and county are only the two entities that you will pay taxes on. You also have a library, a school district, as well as other entities that have the library, the community college that have taxing authority also. I would hope that you would give consideration to appear before them and asking them also the same question. **Ms. Franks** said well, we just want to know what we can do to get them lowered. I'm sure I'm not alone.

Commissioner Townsend said I just wanted the opportunity also to thank you, Ms. Franks, and all of the others who came. Since you came to talk about the mill levy which we will be looking at later, for the last, I think, my first opportunity to vote on the mill levy was the budget for 2014 that was in 2013. We lowered it and we've continued to lower the mill levy. That's what this body can do. As Commissioner said, there are other elective bodies that feed into that mill. Don't forget that you have other elected bodies to go and make that same appeal.

The other part is, we want to see the value of property rise so I would also say part of what you are actually paying which is really the issue, how much of taxes are you paying and that's a combination of the mill rate and the assess value. You might also want to call, apparently you have, and speak with the Assessor. If there is anything else that can be done, but I didn't want this opportunity to pass without letting you know and thank you for coming and the others that have come that this body, there's just a portion of us here, but later, have done all we can do and continue to do to either maintain or lower the taxes and that was possible because what year was this, help me out, that the STAR bonds were paid off several years ago. I understand you may be paying more taxes, but I'm paying them too. **Ms. Franks** said I'm a real estate agent so I've seen the taxes in Kansas, Johnson County and Missouri. I mean it doesn't make sense that we have to pay so much more. We have a casino, we have all the other entities that Missouri has as well. It should be that our taxes should not be that high. I shouldn't be paying double than what I would in Missouri or Johnson County, that doesn't make sense. **Commissioner Townsend** said you've done the right thing by making your concerns known. We appreciate that. I just want to let you know we're doing what we can to keep the mill rate constant or lower which we've done the last three or four years. I understand what you're talking about, your tax rate. Again, go to the assessor and the other elected bodies as well. Thank you for coming.

Item No. 4 – 19817…RESOLUTION: NRA SPECIAL PROJECT APPLICATION

Synopsis: A resolution approving an NRA Special Project Application for the renovation and revitalization of the former YMCA building at 900 North 8th Street, submitted by Katherine

Carttar, Director of Economic Development. It is requested that this item be fast tracked to the July 11, 2019 full commission meeting.

Kathleen Carttar, Director of Economic Development, said this project is the Y Lofts. We heard a little bit about this last month, but this a much more in-depth view of what this project is.

Y Lofts – Major Revitalization

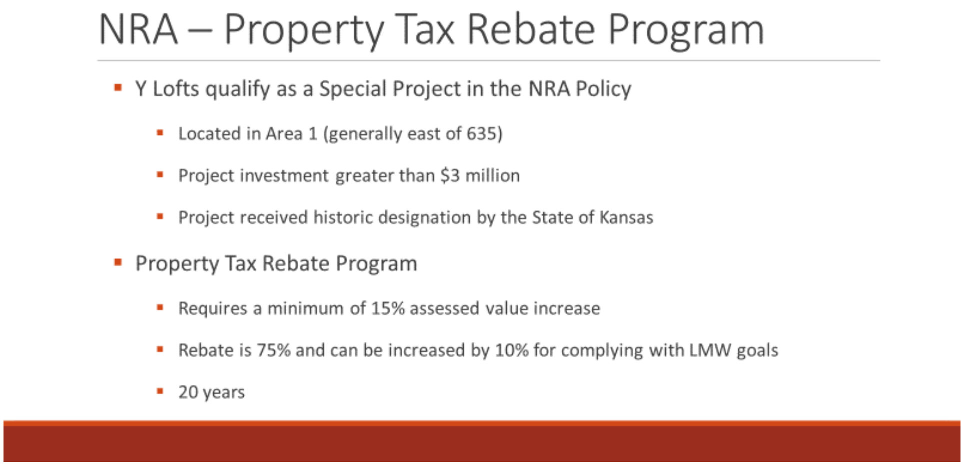
I believe most people are familiar with the YMCA building at 8th & Armstrong.

Project Highlights

- Prairie Fire Development – Kelley Hrabe, Principle
- Investment of approximately $8.9 million
- Historic Preservation Tax Credits
- Senior living (55+) development of the former YMCA building at 8th & Armstrong
- 44 units of mixed-income affordable living (between 30%-80% AMI)
- Construction to commence in September 2019
- Project completion expected in November 2020

Just a few highlights of this project. Prairie Fire Development is going to be doing the renovations Jared Nook and Rudy Manes, are in the audience if you all have any questions as we move along.

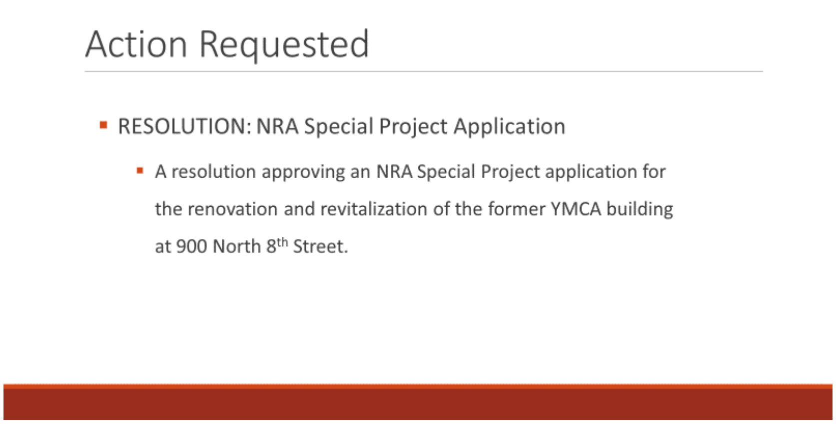
The investment is approximately $9M using Historic Preservation Tax Credits on this. It is a building that is over 100-years old. This will be a senior living and it's got 44 units and will be mixed-income, anywhere from 30% to 80% of the area medium income. They are looking to start construction in September 2019 and expect the project to be competed November 2020.



What they have applied for is the Neighborhood Revitalization Property Tax Rebate Program. They comply with all of the policy eligibility, so this is a formality going through the Commission, but because it is one of the larger projects, it does require Commission approval even though it hits all of the prerequisite eligibility requirements.

Just to kind of go through what those are. It is located in Area 1 which is a pretty large area, it's generally east of I-635. It's a project that's greater than the $3M so it is in the special project area. It is also receiving historic designations and that's within its own kind of different group.

One of the things that this rebate program will do is, assuming that the assessed value increases by a minimum of 15%, which we certainly anticipate that it will raise much more than that, then they will receive a 75% rebate that can be increased by 10% if they comply with the LMW goals that have been set for this project. It would last 20 years.



Today we are asking for approval of this resolution.

Commissioner McKiernan said I really appreciate this presentation. I just want to remind everybody that one of the things that they are asking for is a reduction of ongoing property tax to help finance the ultimate renovation of this historic building and to keep it as a non-blighting asset in our downtown that is affordable and available to seniors 55 plus. It's important to remember that because the YMCA, for all of the good work that they have done, was a not-for-profit organization. This building hasn't paid property taxes historically. Even with the rebate, this building will now pay thousands of dollars in additional taxes above and beyond what it has paid historically. It becomes a taxpaying asset in the downtown in addition to being clean, safe, and affordable places for our seniors 55 plus to live.

Action: **Commissioner McKiernan made a motion, seconded by BPU Board Member Bryant, to approve.**

Someone asked a question but was inaudible.

Ms. Carttar said I don't know yet. The way this works is that once the construction is complete then the assessor or appraiser will go out and appraise the property. We anticipate they will be paying up to 85% will not be rebated.

Commissioner Walters asked how did we come up with that rebate number if we don't really know any of the numbers. **Ms. Carttar** said well, it's all based on the assessed value. **Commissioner Walters** said I know it is. **Ms. Carttar** said you can't assess a property until it's completed.

Commissioner Townsend said they're asking for 20-year. Is this pretty much a standard period request for the rebate period? **Ms. Carttar** said yes, both the percentages and the time period are in the policy so that's where they would be coming from. **Commissioner Townsend** said as the Commissioner said, this property was formally not a taxable property.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Chairman Burroughs said committee, I do want to remind you that we have budget committee at 7:00 p.m.

Item No. 5 – 19850…ORDINANCE/RESOLUTION: HOME RULE ECONOMIC DEVELOPMENT INCENTIVE AND DEVELOPMENT AGREEMENT FOR THE BOULEVARD LOFTS PROJECT

Synopsis: Ordinance and Resolution approving and adopting a Home Rule Economic Development Incentive and adopting the development agreement for the Boulevard Lofts Project, submitted by Katherine Carttar, Director of Economic Development.

Boulevard Lofts

Kathleen Carttar, Director of Economic Development, said some of you may have attended the groundbreaking just a few weeks ago. This is a project that is located on Washington between 7^{th} & 8^{th}. The project is approximately an \$11M investment, 50 units of mixed-income living. They're using Affordable Housing Tax Credits. About 80% of the units will be income restricted while 20% are market rate. Construction is to commence this month and they are anticipating a project completion in the late summer of 2020.

Project Highlights

- Co-developers: Prairie Fire Development & CHWC
- Located on Washington Boulevard between 7^{th} & 8^{th} Street
- Investment of approximately \$11 million
- 50 units of mixed-income living
- Affordable Housing tax credit project – 80% of units will be income-restricted and 20% will be market rate (between \$500 to \$1,100 a month)
- Construction to commence in July 2019; Project completion in late summer 2020
- First new housing development in downtown in decades

It's hard to know the exact time period, but we feel safe in saying that this is first new multi-family development in downtown in at least decades.

Property Tax Reimbursement

- Boulevard Lofts Project has received no assistance from the UG prior to this request
- KHRC approved rent structure but investor reduced rates due to lack of comps
- Resulted in a last minute shortfall in financing
- BPU awarded project with $250,000 from their Economic Development Fund
- Project requested some property tax reimbursement from the UG to make up the remaining shortfall

Now, you may ask why this is coming forward if they've already broken ground. What happened was the Boulevard Lofts Project—they are receiving the tax credit from KHRC. They had their rent set, so at this time they're not receiving any assistance from the Unified Government. KHRC approved a rent structure and then as they were approaching closing, their investor said oh, hold on, I'm not sure these rents work because there are no comps, and this is one issue that we have in downtown because there are no new multi-family. We don't have many comparables or really any compatibles for new construction and especially for market rate. At the last minute there is this shortfall in financing. BPU stepped up and awarded the project $250,000 from their Economic Development Fund. They have requested that we assist and fill the remaining shortfall.

Property Tax Reimbursement Structure

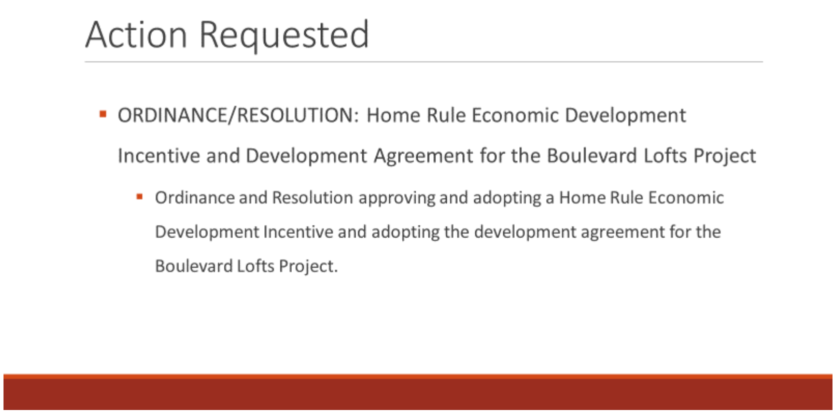
- Reimbursement affects solely the 46.28% UG portion of property tax
  - If annual gross rent is less than or equal to Investor approved rent, then receive a reimbursement of 100% of the UG property tax portion.
  - If annual gross rent in between the Investor approved rent and the KHRC approved rent, then receive a reimbursement of 75% of the UG property tax portion.
  - If annual gross rent is greater than or equal to KHRC approved rent, then receive a reimbursement of 50% of the UG property tax portion.
- Up to 10 years with a $200,000 reimbursable project cost cap
- Required compliance with LMW goals or reimbursable project cost cap decreases 25%

What we propose is only looking at the UG portion of property tax. As we're moving forward, we're only talking about that 46% in this location that is city/county property tax. This is all predicated on the idea that there are different rents. You've got the investor approved rent and the KHRC approved rent. I have been told by Prairie Fire and CHWC that they still anticipate that this will get the rent that they think it should, but due to financing they need to show that that gap is potentially filled. If the worst happens and the investor is correct, which we don't think they are. If the investor is correct and we're just looking at annual gross rent—I've got lots of spreadsheets I can show you if you're interested. If they are not getting the rents that the investor anticipated, then they'll get 100% reimbursement of that UG portion. If they are getting what they anticipated or more, then they will receive a reimbursement of 50% and if they're somewhere in between it will be 75%. We'll put a cap on 10 years and $200,000 of reimbursable project cost. They have LMW goals and that's all factored in.

Item	Amount	Comment
Acquisition	$ 150,000.00	Property we had to acquire to meet code requirements
Public Alley Improvements	$ 20,000.00	Improvments to the public alley off Everett
Right of Way Improvements	$ 20,000.00	Landscaping, curbs, lights, etc.
Everett Clean Up	$ 10,000.00	Clean up jungle on the existing land bank properties
Total	**$ 200,000.00**	

Because they will be getting some amount of reimbursable rent, we obviously want to know what they'd be using it for. This will actually allow them to not only make sure that they are getting the financing that they need to continue on the project, which is great for us because again, we have no multi-family market rate comparables and we are anticipating that there will be—there already is a lot of interest in building additional market rate in the downtown area. This project will actually go a long way to proving what that market is because right now there just isn't a number that investors and banks can look at, so that's a big benefit to us.

Then additionally, they're going to be doing some things kind of above and beyond their original project doing some public alley improvements as well as some clean-up.



I would ask that you approve the ordinance and resolution.

Commissioner Walters asked have we entered into other kind of agreement where we've guaranteed this kind of incentive. **Patrick Waters, Senior Counsel,** said, Commissioner, the Honda dealer out by the Legends has a very similar structure where we reimburse them through the property tax payments. **Commissioner Walters** asked based on? **Mr. Waters** said the developer certifies certain costs that they incurred for the improvements. We certify those costs and then we use the property tax payments that they made to reimburse them for certain costs. It's very similar to that structure, just on a much smaller scale than the one for Honda.

Commissioner Walters said if you were to say that if they sold so many cars, they would pay this much tax; but if they didn't sell that many cars, we would forego their property tax. I would think that would be more similar. We didn't do anything like that, did we? **Mr. Waters** said I don't think so, no.

Commissioner Bynum said it sounds like a TIF. **Ms. Carttar** said all of these we are looking at in that increase in property tax, whether it's a rebate or a redirection or an abatement, they are all kind of related. I think the difference with this is purely because of these kind of unique circumstances that this project found themselves in. We really are trying to make sure that we are solely filling that gap that is necessary and not more.

Mr. Waters said, Commissioner, as opposed to a TIF, we're only using the County and Kansas City, KS, portion. That's why we're designating it as a home rule ordinance.

Commissioner McKiernan said just one thing I wanted to point out, these were mostly Land Bank lots before, correct? **Ms. Carttar** said correct. **Commissioner McKiernan** said so similar to the other project, we were not getting property tax revenue from these on an on-going basis. Even at a discounted rate, this property will now pay hundreds or thousands of dollars of additional taxes based on our historic precedent. **Ms. Carttar** said that is correct. **Commissioner McKiernan** said so we are going to be bringing at least some additional tax revenue, in addition to having the amenity of having the new affordable housing for folks in the downtown area.

Ms. Carttar said I apologize. I have some numbers with me, but I do have, it won't be exact, but I do have estimated numbers of what they're anticipating that their property tax would be and what this would look like.

BPU Member Bryant said a reminder, this one, as well as the Y project, you're talking—I can't remember how many there will be here. There were 44, I believe, in the other one. **Ms. Carttar** said this one is 50. **BPU Member Bryant** said alright, so there are 94 utility bills that will be paid that all have PILOT attached to them, which is a tax that comes in to the city. It is revenue for the city. I'm not striking against the PILOT; I'm saying that there will be additional revenue beyond property tax. **Ms. Carttar** said exactly.

Commissioner Townsend said I might be confusing myself. We just gave authorization for, is it the same project, no. **Commissioner McKiernan** said YMCA is at 8th & Armstrong, and this one is at 8th & Washington.

Action: **Commissioner Bynum made a motion, seconded by BPU Member Bryant, to approve.**

Chairman Burroughs said I would like to state that, just for clarification, we're taking action on the ordinance to allow the resolution to move forward. Is that correct, staff? **Mr. Waters** said yes. You're voting on a resolution that would authorize the adoption of the development agreement that authorizes the structure. The reimbursement structure is contained within the development agreement. The vote tonight is whether to authorize that development agreement, which has the structure in it.

Chairman Burroughs said might I make a suggestion, Ms. Carttar. Next time we have a new program that's being brought forward to the committee, that there be an education process so that we fully understand. Is that $200,000 a cap? **Ms. Carttar** said yes. **Chairman Burroughs** asked total. **Ms. Carttar** said total. **Chairman Burroughs** said more than $200,000. **Ms. Carttar** said correct.

Chairman Burroughs said we approved an ordinance last month, if I remember correctly, to move this forward; but yet we find out the project is still underfunded and needing assistance through economic incentive from the Home Rule. **Ms. Carttar** said this is the first time you've seen anything about Boulevard Lofts is tonight. **Chairman Burroughs** said then I must be mistaken. I thought we approved the Boulevard Lofts project because we had a groundbreaking. It had to be approved sometime. **Ms. Carttar** said there's been no public assistance provided until BPU, so it has not gone through. **Mr. Waters** said it would have gone through the Planning. **Ms. Carttar** said so it had to be Zoning.

Chairman Burroughs said thank you for the clarification. I just wanted to ensure that this committee has all of the information necessary so we understand the incentive package. I do appreciate the question that came forward from committee because it's important that we, as commissioners, understand if we're not accepting revenue off of a project but we're giving that revenue back for investment, that we are able to communicate to the public as to why their taxes are going up and others are getting a tax break.

Commissioner Townsend said just one more point of clarification. On this item, the entity bringing it forward is anticipating not having enough in rental. Just run that by me again. I think, Mr. Chairman, did we call for comments from the public. **Chairman Burroughs** said I plan on doing that just prior to taking the Clerk's roll call vote.

Ms. Carttar said basically, they are anticipating that they will not need—there may be some ramp-up period that's likely. Prairie Fire and CHWC believe that they will get the rents that they anticipate. They're kind of hoping that their investor was not correct. I think it is safe to say that the likelihood is it probably will not reach that $200,000 cap. That's just kind of a—there was a rhyme and reason for it. Hopefully, they'll receive the rents that they anticipate so their gap will be less and thus we will reimburse them less.

Commissioner Townsend said heaven forbid that they not receive the rents that they anticipate. If this is approved as proposed, for the duration of that project? **Ms. Carttar** said just a maximum of 10 years and $200,000.

Chairman Burroughs asked if any member of the public has any comments they care to make on this issue.

The following appeared:

Najah Khalil, 1816 N. 92nd Terr., said my question is these proposals that you are having for the facility in this area. Who's going to live there? What incentives are you having for people to move in these area? It's not looking good as far as where the family people would like to live in this area at this time. I'm just wondering if there's some incentive or something that we don't know about that's going to allow people to want to take advantage of this situation. **Ms. Carttar** said these are a mix of income levels. There are some income restrictions. Depending on what your income is, that your rent would be reflective of that. Depending on how much you make, you might be paying less rent or more rent, depending. That's an incentive. I know at least for people of Boulevard Lofts, it is open to anyone. Pre-leasing starts May 2020.

Ms. Khalil said my main question, I guess, not me per say, but why would I want to live in this area? **Ms. Carttar** said because it's a wonderful area. It's a wonderful area. Why wouldn't you want to live here? **Ms. Khalil** asked, it is a wonderful area? **Ms. Carttar** said it's got a lot that's happening. We've got a grocery store opening downtown. **Ms. Khalil** asked, is it a grocery store that's going to be opening up there? I mean everything that's user friendly to the residents it's kind of like at the Legends or somewhere else. It's going to be like commuting back and forth to get your staple stuff, unless you guys know of something that's coming in the area. I don't know, a Sprout's or something? I don't know. That's the question that I have.

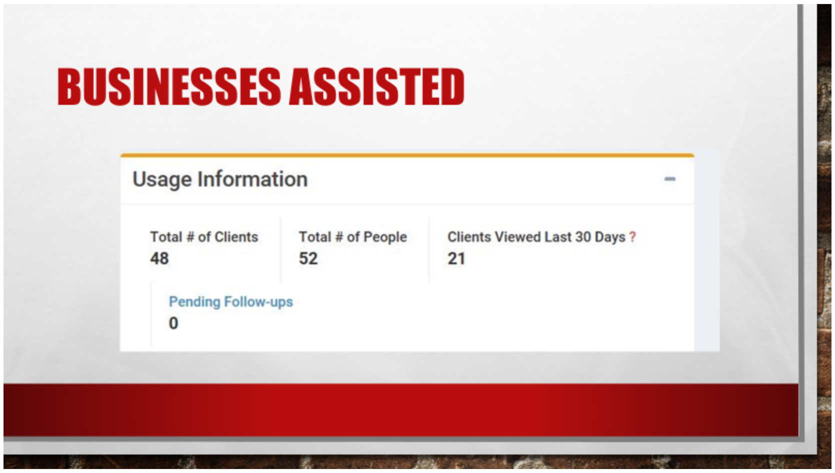
Roll call was taken and there were six "Ayes," Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Chairman Burroughs said we have four more items. We are up against 7:15. We do have budget committee. Staff, what do you propose we do at this time? **Patrick Waters, Senior Counsel,** said I think we need to continue on with the meetings been called.

Item No. 6 – 19851…RESOLUTION: SMALL BUSINESS UPDATE AND AMENDING UG SMALL BUSINESS GRANT PROGRAM

Synopsis: A resolution amending the UG Small Business Incentive Matching Grant Program, submitted by Katherine Carttar, Director of Economic Development.

Shaya Lockett, Small Business Liaison, said I will try to move through quickly. We wanted to come before you to give you an update on the small businesses. When I was last before this committee in January, we were beginning the process of getting software so we could begin tracking the data regarding the businesses that I've been working with. We've received that software at the end of January and began our input at the beginning of February.



Since that time, I've met with 48 different businesses. I do want to state that they're not all businesses that are currently in operation. Those include people who have called inquiring about how to obtain a business license and things of that nature. The number of people, some of the businesses have more than one point of contact and that's kept in there as well. Over the last 30 days, I've spoken with 21 of those businesses, maybe a short question, a meeting and things of that nature.

The primary areas of assistance with these businesses have been: assisting them navigate the Unified Government departments, making sure they are put in touch with the right department that can assist them with their needs, referring them to external resource partners if they have a question regarding something that we don't cover at the Unified Government but we know another agency that can assist them. Also, networking with entrepreneur based organizations as we try to build the eco system of small businesses here in Kansas City, Kansas.

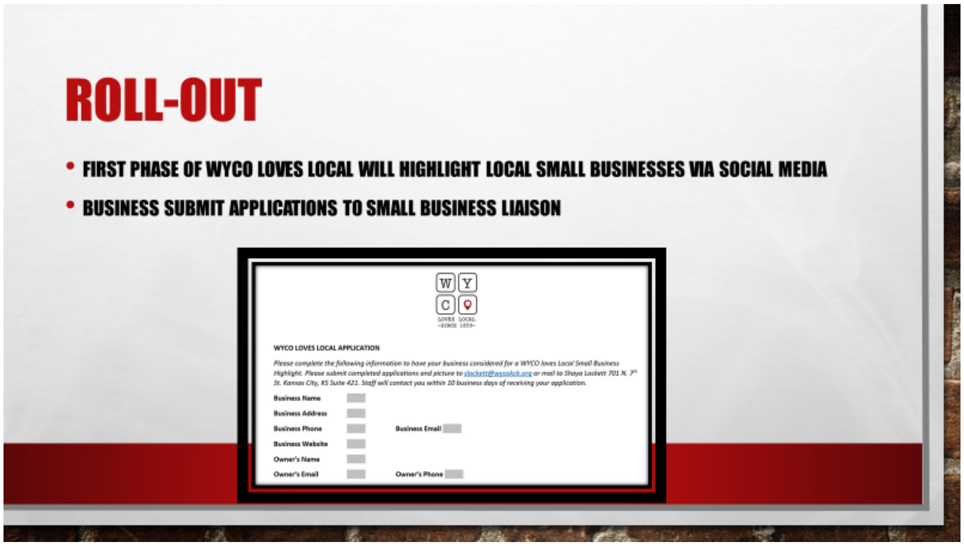
Also, at that January meeting, I mentioned we would be starting our new initiative entitled WyCo Loves Local.

We're excited to announce the new initiative to support local small businesses WyCo Loves Local. The initiative is created in order to encourage continued growth and support small businesses in Wyandotte County. WyCo Loves Local will celebrate the success and diversity of businesses in Wyandotte County.

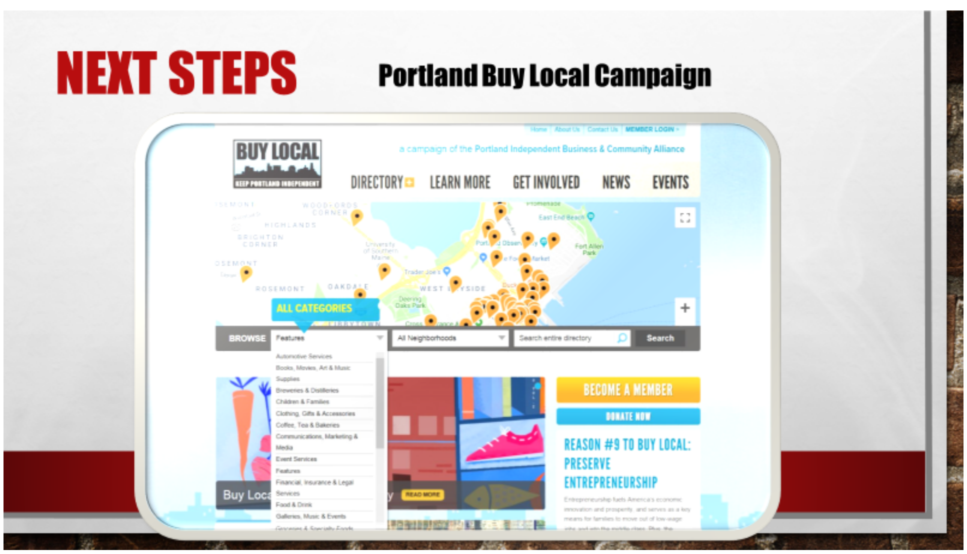
Over the past year working with the small businesses, one of the biggest obstacles that businesses have mentioned is their need for assistance with marketing. This is one of the ways we felt, as a government agency, we could assist them by encouraging the support of local businesses within the community.

We launched a logo design voting contest in which we asked high school seniors to design a logo for this new initiative and we explained it to them. Macy Ortego, who is a junior at Piper High School, was our winner. Our winner was selected by our NBR and other partnering organizations that work closely with small businesses.

The goals of WyCo Loves Local is to connect businesses to small business resources so that we can help them to continue to grow. To also connect our residents to local attractions. There are a lot of smaller businesses that many residents are not familiar with, so this also helps drive those residents to those local attractions. Also, in talking with the Convention and Visitor's Bureau, it will help us introduce tourists to the unique businesses and organizations of Wyandotte County.



Our first phase of roll-out is to begin with the highlight via social media. The businesses have an opportunity to complete an application, submit it to the small business liaison, and we'll promote their business via social media. They have the opportunity to offer a special during that promotion. If people mention that ad, they can get 10% or whatever special they choose. There are certain criteria that they must meet. They must be current on their taxes, no current code violations, and they must have a current business license in order to be highlighted through the program.



Our goal is to eventually take our next step for WyCo Loves Local to do something similar to the Portland Buy Local Campaign, which will create a map of local businesses. We'll be able to search them by category. Any resident of Wyandotte County or even a neighboring community, if they're looking for a tire shop in Wyandotte County, they can find a local tire shop to patronize. That allows us to continue to support those smaller businesses in our area.

We're hoping that WyCo Loves Local can be just as instrumental as our Small Business Grant.

Tonight, I also wanted to give an update on the Small Business Grant as well as recommend changes to the grant program and just to give you an update. The 2018 grantees were Big Grill & More, KCK Dental Professionals, Union Press, Delores Home Training Center, and Miguel's Catering. So far for 2019, we have awarded two grants to Slaps BBQ and Splitlog Coffee Co. There are two pending applications that I'm just waiting on additional documentations to finalize those processes. If those are approved, we will have $10,000 remaining for the rest of the year.

Chairman Burroughs asked, Ms. Lockett, what is the total amount of money available for grants? Do we have a budget item set-aside for grants? What is that total? **Ms. Lockett** said $50,000.

Ms. Lockett said these are the changes that we are recommending to the grant. We want it to be a 50/50 match. There isn't currently a requirement for that. I think it puts businesses in a better position to be able to get the equipment and materials that they need.

We also are changing the amount that they can apply for. They can apply for an amount from anywhere between $1,000 to $10,000. Currently, it's set that they can only apply for $2,500, $5,000, or $10,000. If you have something, a piece of equipment that's in that mid-range, you either have to ask for less money, which can be a struggle for a smaller business, or you're asking for more money and trying to find a way to spend that money. We want to make it as beneficial to the business as possible. That's going to be based upon the need and the qualified matching investment.

I do want to point out that it still will be reimbursable. They still have to spend the funds first and then we will reimburse the grant back to them. Previously, the funding was through the IRB issuance fees. Now it's funded through the general operating budget of Economic Development for that $50,000 annually.

One change is we will no longer cover lease rate subsidies. We want the businesses to be in good standing and moving to the next level of business growth. What we found is helping with equipment and things like that, help promote the business growth and help their bottom line a little more than us covering lease rate subsidies.

The grant also will not require the applicant to hire additional employees. This is simply for tracking purposes. It's difficult for us to go back and track whether or not they've actually hired the additional employees that they said they would.

We are removing payday loans, Hookahs, and vape shops. They'll be added to the list of businesses that are excluded.

We are making an amendment to allow sites with federal or state license for production and distribution of alcohol so that they can be able to apply. It still will exclude bars and establishments that sell alcohol with less than 50% food sale. This is due to the changes in the laws regarding microbreweries.

We also would like to break the grant into two cycles. We will review—the first cycle deadline will be April 1. The second will be August 1. It will be $25,000 each cycle. All applications will be reviewed at the end of the cycle deadline. We're proposing that the business, if once the grant is approved, they have an 18-month timeframe to use the funds.

We are creating a Program Advisory Committee. I do want to make an amendment to this. We will just have Unified Government representatives that will serve on this advisory committee since it will be allocating the Unified Government funds. Our recommendations from this committee will be made to the County Administrator for approval or denial, based on their alignment with the Unified Government goals.

Commissioner Townsend said I'd like to go back to some of your earlier snapshots that showed changes and kind of go through a couple of questions I have. In trying to increase small business and helping them to expand, how is it that requiring a match helps that process? When we started this program, if people had those kinds of funds to start with, they wouldn't be coming to us. How is this an improvement or aid those small businesses that are trying to grow and expand?

Ms. Lockett said one of the things is the business has to have the funds to purchase the equipment to begin with. By changing it to a 50/50 match, it increases their investment into the project as well, and it's allowing them for instance, I'll use a business that's looking for marketing, for assistance with marketing. A lot of businesses, they have some funds available to them to do that, but maybe not to the level that they are wanting to. This allows them to increase their ability to market the project. Or they may have $5,000 for some equipment, but they don't have the full $10,000. This allows them to purchase that equipment that will increase their production as a business to be able to continue to move forward.

Commissioner Townsend asked if some of those businesses have a certain amount of money, but not all that they need, that's great for them. The problem I see is that this, my opinion, would be an impediment, not a help. If someone is already existing, they've made some significant investment because they're an ongoing concern already. They need help in trying to grow. My personal opinion is this may be an impediment. I would not want to see that.

The other question I have was about the timing. What is the benefit to small businesses or this cutoff that's being proposed, to advance? **Ms. Lockett** asked to the cycles? **Commissioner Townsend** said what's the benefit to businesses to that? Of limiting, I'm sorry?

only \$25,000 each cycle. **Ms. Lockett** said well, the \$25,000 a cycle is based off the amount that were budgeted each year. What we found at the end of last year, and if these two great applications go through that are pending, is that come the end of the year, there may be businesses that could use the funds but aren't able to apply for them because all the money is already allocated. By changing it to a two-cycle period, it allows all the businesses to submit the application and to be reviewed. By changing the amount, they don't have to apply for the \$10,000. They don't have to apply for \$5,000. They can apply for just the amount that they need.

Commissioner Townsend said ok. I'm perplexed by that. It seems contrary to the limitation or what we said already about how much they have to apply for. I'm not following that. **Katherine Carttar, Director of Economic Development,** said they can apply for anywhere between \$1,000 and \$10,000. The real purpose of this is to be that kind of gap financing to do something that will move your company forward or your business forward in a more rapid pace. You'll be seeing some catering a company that needs the nicer oven or things like that, that it's overwhelming and not possible for a company by itself.

We're also hoping that by making it a match—and another thing I would mention is we are removing the additional employee requirement. I think the reason that was put in place was to show that that company was kind of putting some skin in the game. The problem with that is, even if we're giving you the match \$10,000, that's not enough to hire an employee. That was the real, I think, burden and impediment to a business. We're hoping with a match and removing that requirement for additional employment, that we're actually kind of right-sizing. People will actually apply for the amount that they need and for a very specific purpose.

Commissioner Townsend said, again, just so I'm clear, anyone can apply, an applicant can apply for anywhere from \$1,000 to \$10,000 within those timeframes. **Ms. Carttar** said yes. **Commissioner Townsend** said that's the most anyone can get is \$10,000. **Ms. Carttar** said that's not changing. **Commissioner Townsend** said I do like the fact that you've removed this requirement for another person because I think, as I mentioned before, when this came up, the improvement that the business may need may not really require another body anyway. There again, that was an impediment, I thought.

The other thing, and I've said this before, if people have the wherewithal to put the money upfront, a lot of these businesses would not be coming to us in the first place. I can think of a couple that we did early on that are thriving today. If we insist that they pay and then basically you're having us pay a receipt for money they've expended. Most of these businesses don't have that. I think that's an impediment and should be removed, is my thought. Thank you.

Action: **Commissioner McKiernan made a motion, seconded by BPU Board Member Bryant, to approve.** Roll call was taken and there were five "Ayes," Bryant, Walters, Bynum, McKiernan, Burroughs; and one "No," Townsend.

Item No. 7 – 19856…RESOLUTION: KC FOODIE PARK DEVELOPMENT AGREEMENT

Synopsis: A resolution approving the development agreement for the KC Foodie Park Logistics Center, submitted by Katherine Carttar, Director of Economic Development.

Katherine Carttar, Director of Economic Development, said this is an exciting project. I'm joined by one of our illustrious attorneys in town, Todd LaSala, from Stinson, who works with us on our side and then Curt Petersen from Polsinelli, who is representing Scavuzzo's.

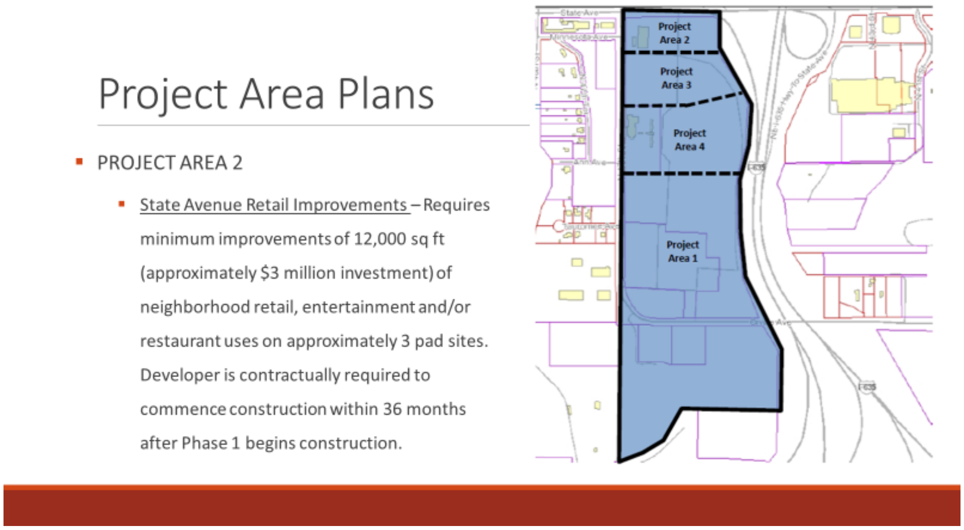
Just a little bit about Scavuzzo's. They are almost 100 years old. They've been in Kansas City. They're currently in KCK on Kansas Avenue. We're excited to be able to work with a company that has such strong roots in Kansas City, and is excited and really wants to invest in KCK as they move forward in the future of their company.

They distribute food, primarily to restaurants. They're in eight states, I believe. If I can figure out on their website and growing. Just a few kind of project highlights and then I'll pass it to Curt.

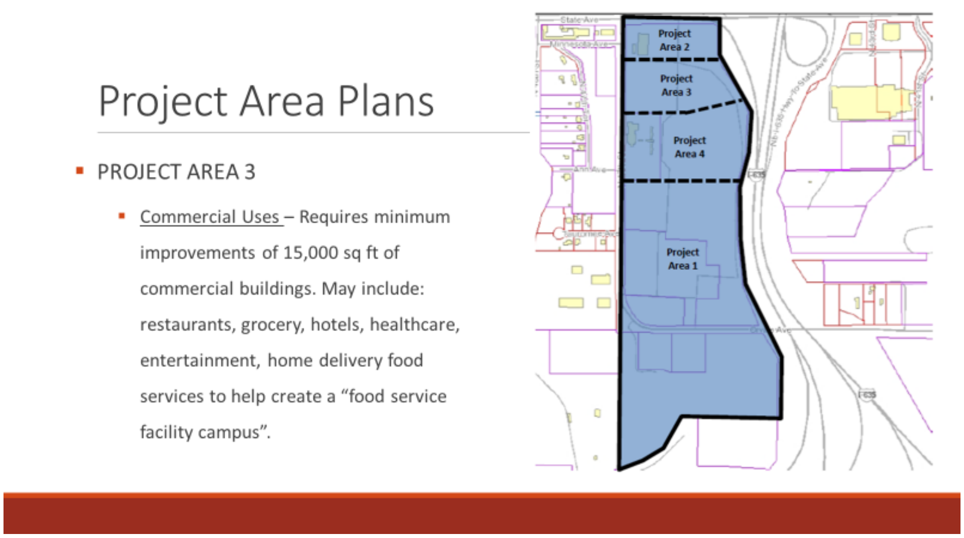
Curt Petersen, Polsinelli, said I know you all have heard this either once, twice, or even more. Some of you I'm looking around, I know you were at the neighborhood meeting, many of you, all of you were at the planning process when we came through both the preliminary and final plan. With that, and I knowing that your tight on time, you can slow me down, but I will be efficient because I know you've seen this several times.

What you see on your screen is approximately, in the green at least, is approximately a 50-acre site which was Indian Springs. Scavuzzo's have a vision to make this a foodie campus. As you've heard before, it's a vision they're dedicated to and have been for more than a year in working with the UG. Through the incentive process, we will divide the site into phases, which would start on the bookends, that would be the—it's hard because the site, trying to fit in on the screen is rotated, but what's labeled as the Renewable Energy Center on your left, is to the south, down towards I-70 in that direction, and then to the north would be State Ave. I'll start on the north side and just quickly remind you of what's on here. The far north side would be what we call kind of first row for restaurants, we hope, and retail. Scavuzzo's clients are largely local and regional restaurants. The wholesale takes everything that a restaurant needs and brings it to their facility and then delivers it on a very personal way to those restaurants as they need those items. With that, they have many, many, deep long standing—this is a fifth-generation company here in

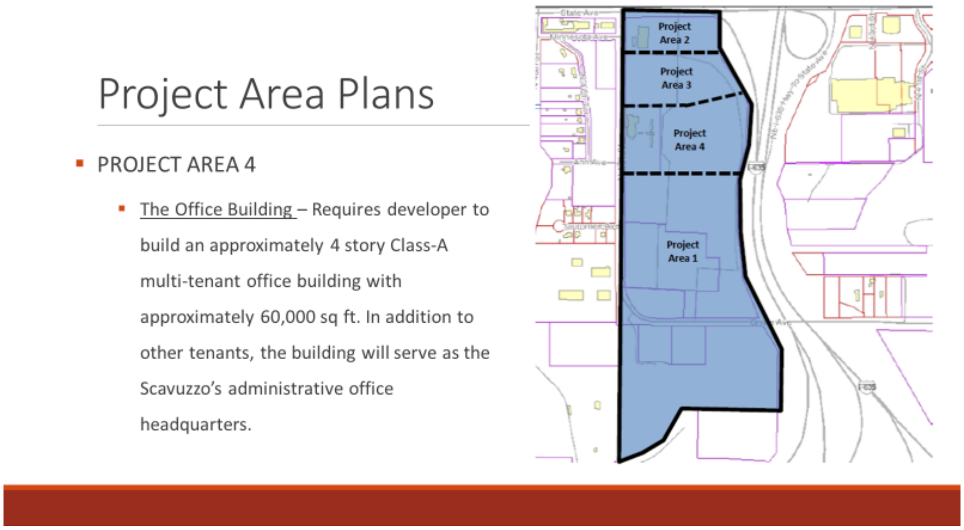
Kansas City and have long-standing relationships with, again, especially, local and regional restaurants.



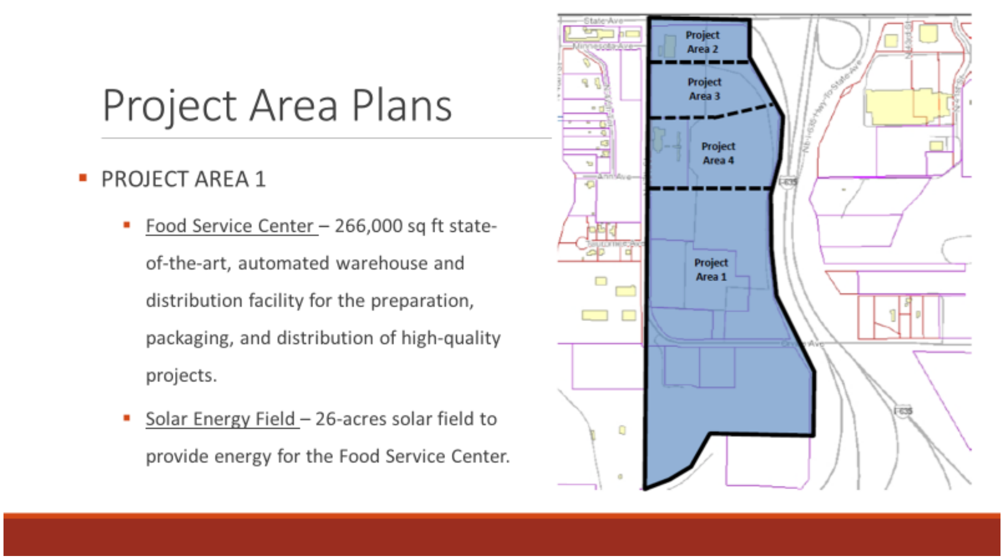
Up in that first row, what's labeled as Project Area 2 on the screen, now we're properly orientated to the north or the top would be really focusing on those restaurants, which we're out in the market doing right now and possibly some other retail, possibly a high-end C-store, something like that.



As you move to the south, you would get to Project Area 3. That is something we call it in short, the second row. This could be a mix of everything from a grocery related to food service-related businesses such as food preparation with delivery services, and just a whole host of other things we've talked to professional staff about. It could even have some multi-family. It's really, it's a flexible area, most flexible for the entire 50-acre site.



Next is Project Area 4. This is where Scavuzzo's will put their new headquarters' building, anticipated to be about a four-story building, probably 60,000 feet or less with Scavuzzo's. What's exciting is some of the other clients that have showed interest in coming and basing their restaurant office, headquarters locations, there with them to co-locate. That's, in a nutshell, what that project area is.



Lastly, you get to the south, which is Project Area 1. This is referred to as the foodservice center.

This is where this amazing automated building will be built that will house all of Scavuzzo's storage and distribution operations.

In terms of timing, it would be the bookends, as we told the neighbors at the neighborhood meeting and are sticking to that plan. It would be this southern phase, the foodservice center which was just on the screen in the southern portion there.

Project Area 2 up on State Avenue, which we're absolutely dedicated, that's the face, right? That's what everybody sees and the neighborhood sees on State Avenue. Those are the two that we want to get going as fast as possible.

In terms of timing, public incentives have always been part of this proposal from the beginning. This is where that process actually starts with you officially.

Incentive Financing Provided

- Tax Increment Financing (TIF)
  - Provides 100% of incremental real property taxes from the TIF District on a pay-as-you-go basis for TIF eligible expenses (i.e. site work and infrastructure)
  - Financing is capped on each phase and tied to delivery of minimum improvements
  - For example: If Developer fails to deliver minimum improvements for State Ave Retail on time, the UG can reduce the CID proceeds and divert TIF proceeds to another fund to be controlled by the UG for other purposes.
- Community Improvement District (CID)
  - Agreement contemplates the creation of a CID sales tax of 1% on retail sales wit proceeds being used for pay-as-you-go financing (i.e. site work, infrastructure improvements, and other hard construction costs for retail improvements)

Tax increment financing exclusively for infrastructure and site development, so horizontal work. Then community improvement district sales tax on all sales that would happen within the 50-acres. That would also be for infrastructure and also some other hard costs construction. The final piece of the requested public/private partnership would be sales tax exemption for the larger portions of the project through industrial revenue bonds. No property tax abatement, just exemption on sales tax associated with construction materials.

With that, back to timing, because that's what both the public, and I assume the leaders here in this room, want to know. This is really the last big hurdle from an approval standpoint because we're ready to go, again, on the foodservice center with permit drawings to the UG. Really, getting this process done, which if all goes as requested and planned, would be going to the full Commission this month after this meeting, coming back before you in August and then finally going to an end of August full Commission meeting.

With that, the public incentives by and large, there's always other little final details. By and large we would hope approved and we are ready to get going. That's what our lenders are asking for, for us to get started to have that done. With that, being sensitive to timing, there's more to talk about, but that's the high points, Chairman.

Ms. Carttar said the next three items in your agenda are all related to this project. The ordinance to terminate the 2007 Midtown TIF Project Plan.

This area that you can see here, plus a little more, was the Midtown TIF that was put in place back in 2007. This was for a project that never actually materialized. It has not actually been put into place. Part of what we're asking tonight is to actually terminate the existing TIF plan and then replace it with a new project plan, as what Curt outlined with those new projects that will materialize if we have anything to say about it.

Just a few other items regarding the financing. We are looking to have a TIF, a lot about the financing. We're making sure that in each phase, there are very specific timing. This is not just one of you got 20 years to kind of do this. We have very specific timing for each of those four phases.

An example is because of the very strong importance of the retail on State Avenue that is very directly tied to both the TIF and the CID proceeds. If the developer does not do what they said they were going to do, and do those minimum improvements on State Avenue, then that actually affects what they would get kind of on the backend from some of the other proceeds that they would anticipate.

Other Provisions

- MBE/WBE/LBE
  - Developer has agreed to follow participation goals for construction of the Project.
- Timing
  - Each phase has specific timing requirements for the start and completion of construction. Each are tied to the amount of accessible incentive financing.

The same with the Community Improvement District. Again, 1% on that for all retail sales. Also, we just wanted to mention that the developer—there are participation goals for this project as well, as I mentioned. There's very specific timing requirements for the start and completion of construction, and they are all tied to the accessibility of the incentive funding.

Commission Actions for TIF Formation

Action Items	Dates
Planning Commission: Consider Project Plan for conformance with Master Plan ED&F Committee: 1. Resolution approving the Development Agreement 2. Ordinance terminating Midtown TIF Project Plan 3. Resolution setting a public hearing for Aug 29	Planning Commission – July 8th ED&F – July 8th
Full Commission: 1. Ordinance terminating Midtown TIF Project Plan 2. Resolution setting a public hearing for Aug 29	Commission – July 25th
ED&F Committee: Ordinance approving amendments to Midtown TIF Redevelopment District	ED&F – Aug 19th
Full Commission: 1. Hold public hearing on amendment to District Plan and Project Plan 2. Ordinance approving amendments to Midtown TIF Redevelopment District 3. Resolution approving the Development Agreement	Commission – Aug 29th

Last, but not least, the TIF formation. As you all know, I like to give you an update. If you're going to see me a lot on one specific project, this is one of those. This is just a snapshot of all the times that I will be they coming in front of you to talk about different portions of this TIF. The first two bubbles, hopefully, we'll get those checked off soon.

BPU Board Member Bryant asked do you know what the plans are for the site at 65th & Kansas Avenue. It happens to be right down the street from my day job. That building set empty for just a short period after Earp left. It sounds like it's going to sit empty again. **Mr. Petersen** said I have several members of Scavuzzo's with me that may be able to elaborate if we need to. What I do know is we're a tenant there now. If that was one of the things on your mind, we don't own the building. It won't be sold to someone else. It will be the same owner. It's not our building. I'm sorry, we don't have an answer for that.

Chairman Burroughs said total build-out time for the completed project. If it was to be completed to total fruition, what's the build-out time? **Mr. Petersen** said the last deadline, Commissioner, is December 31, 2026, for full build-out.

Commissioner Walters said reading this development agreement, the project described here is not nearly as exciting as the project that we've been presented over the past several months. I just have some questions.

I understand Phase I will be a warehouse. It will be started fairly immediately, and it will be completed by December 31, 2021. The next phase, the State Avenue pad site developments, which we really don't know anything about other than they're going to be retail, entertainment, or restaurant uses, I believe you just said it might be a high-end C-store. That's really my fear. That's not committed to being completed until December 31, 2022. For the near term, it's going to be a warehouse site.

The next phase, Phase III, which I picked up during previous presentations, is really kind of what makes it the Foodie Court. That's not going to be committed to be developed until 2025. It's really not going to be a Foodie Court for a long time, at least as I see described in this development agreement.

The office building comes in 2026 though it says right in here that we still incentivize it even if it's five years late completed in December 31, 2031. That timeline really makes this not nearly as exciting and transformational as I had kind of hoped.

I do have some more specific questions about this TIF reimbursement cap. It says here that the TIF cap begins at $11M and then it increases to $19M after the completion of Phase II. **Mr. Petersen** said that's correct. **Commissioner Walters** said there's only a commitment to spend $3M on Phase II, but the cap goes up $8M. Could you explain that to me? **Todd LaSala, Stinson Leonard Street Law Firm,** said I will tell you that there is real emphasis put on those State Avenue pad sites in this development agreement. You're right. It may seem disproportionate, but it is heavily incentivized because it's important to the neighborhood. There is access to TIF revenue that is available from Project Area I, the distribution center. We disproportionately reduced the amount of TIF that was available to that and really shared some of that with Project Area 2 because it was that important. Philosophically, that's what's going on there. You're not wrong at all, but that's where the discussion came from.

Commissioner Walters said if a Burger King and a McDonald's and a high-end C-store are built, they've satisfied their requirements in this. **Mr. LaSala** said if it's 12,000 sq. ft. and a $3M investment, that's correct. Those are minimum thresholds. I think their ambition may be more than that, but those are the minimum, contractual requirements.

Commissioner Walters said I guess I'm kind of wondering why we agreed to such minimum requirements. Does staff have any ideas on that? **Ms. Carttar** said a lot of these, if you're looking at the minimum requirements as well as the timing, they are the absolute minimum required and in terms also with the timing. We're also setting a perimeter as kind of feasible for both sides. Part of this is always making sure that we want to ensure that this project gets done and there is retail out there. Setting up Scavuzoo's to succeed, and hopefully greatly exceed expectations, is what we have organized.

Commissioner Walters said my last question. I guess we've agreed to sell this full 50 acres for $400. Do you know anything about the land value for the warehousing that is being built a couple of miles west at the Turner Diagonal? **Ms. Carttar** said it's more than $400. **Commissioner Walters** said I guess my question is if they can pay market rate for that land and develop a warehouse on spec and expect to make money, why would we give this valuable piece of Wyandotte County away for $400? **Ms. Carttar** said I think we see this as much more than a distribution project. I mean that is one component, but fundamentally, this is a mixed-used project that would bring 60,000 sq. ft. of office space and a minimum retail space. I think very likely, potentially some multi-family or other food companies. **Commissioner Walters** said okay.

Mr. Petersen said again, I'm sensitive hopefully respect the timing here. Commissioner Walters for whatever opinion he likes and can characterize any project how he wants, it seemed liked a fairly pessimistic view of the project. If you let me try for a minute or two because some folks in the audience that would be all that they'll ever hear about the project. **Chairman Burroughs** said I would encourage you to do so.

Mr. Petersen said so it seems like if I had to distill down, Commissioner Walters, what you're saying. It didn't seem like you felt as though the development required the substance of what you'd like and the timing what you'd like. **Commissioner Walters** said the timing. I understand the policy. (Commissioner Walters was inaudible). **Mr. Petersen** said that's right and I'm hearing you loud and clear. To address that, I think one, just for folks that have followed along all the way back to the neighborhood meeting, we have not changed one bit what we proposed as the vision here for the Foodie Park. It was the same more than a year ago, and it's the same today.

In terms of needing flexibility as to exactly what uses go where, Scavuzzo's is putting all their eggs in this basket. This company, again, has been around for more than a century. They're putting their name on this site, the whole site, not just the foodservice center on the southern end. They care about every single pad that is sold.

Again, this is their brand. They're branding the whole site. Scavuzzo's, this is their company. They plan to be here a really long time.

Right now, and I don't have time to go into this, but on State Avenue, with respect to those pads that are so important to everybody, that's what we heard at the neighborhood meeting. That's what the feedback survey from two and a-half years ago said we really care about neighborhood retail. There has been so much work already even though we came out front. It's not our land.

We don't have a development agreement, but we've been out telling people that, that are working with local restaurants. There is tons of interest, but it's hard. A lot of these companies can't afford to pay rent. If it was an easy process, somebody probably would have approached you with some pretty pictures and already done it.

We absolutely are committed to it. We put our money where our mouth is that's why all of these incentives are tied to producing under a certain timetable. We are absolutely devoted to getting the kind of retail and restaurants that you'll be proud of at this site, but it takes a lot of work.

Going to the timing, why do we leave ourselves approximately three years to get State Avenue done. Not because we don't already have—again, we can get into details, but I think seven or eight pretty strong leads. I mean (inaudible) have a lot of work on that. To find the right mix, we don't want to be rushed into it, and you don't want us to be rushed into it. We don't want to just take the first tenant that can probably pay rent. We want to take the best tenants and have time to get it done. That's an outside date, as Katherine and Todd said. We don't want to fail, you don't want us to fail, I don't think. It's a healthy period. Do we plan to take that long? I absolutely hope not, but we all felt like that was probably what we should set out there to make sure we get the best mix.

As to why we left ourselves time to go to Phase 1, Phase 2, Phase 3, and Phase 4 and that stretches whatever that exact amount was, six plus years. There's a huge investment that has to happen to take this very, very troubled, physically troubled site. Tons and tons, millions of dollars of site work that has to be done upfront on the spec. It only pencils as there's a full economic analysis that shows. It only pencils, with a public/private partnership and that's why we're here.

If we go to our lender and say will you help us, as we've put in some of our equity and we ask you, lender, to put in some money, and the lender says, okay, show me your development. How does this work? In their super tight timeframes what the lender thinks might not be achievable, we're not going to get a loan. If we don't get a loan, and we can't pull off this deal.

Some of what you see in those, I'd say solid, generous time periods, don't indicate how long the Scavuzzo's think it's likely it will take, but if you don't do it, you'll never get the financing.

I could go on and on. I just wanted to hit a few of those points. We are super excited about the content here, the substance of what's going on this site. It absolutely will take time whether it's Scavuzzo's or somebody else that would come along.

Commissioner McKiernan asked could you go back to the CID slide please. I have two big things that are causing me some heartburn right now. One is the CID. CID is going to depend on Phase 2, right? **Mr. Petersen** said yes. **Commissioner McKiernan** said it means that there's going to be no revenue in this CID for how many years? **Mr. LaSala** said if it took all the time, it wouldn't start until December 31, 2022. **Commissioner McKiernan** said you built your Performa based on no revenue out of Project Area 2 until that time. **Mr. Petersen** said when the Performa shows businesses coming online both in Project Area 2 and Project Area 3, just south of that, then it shows, just based on the sales for that building, it shows the 1% sales tax. **Mr. LaSala** said keep in mind, that CID is not like TIF where you have to start the day that you're approved. You can set a date to start collection a couple of years out. **Commissioner McKiernan** said that's very correct, but if we are, speculating is not the right word, but we are estimating how much sales, at what time, because that gives us then the basis on which we're going to take this 1% and apply it toward project costs, and I'm concerned. Frankly, I would like to see a little bit more detail what we're anticipating in terms of the timing of these and how much money we're estimating is going to go in to all of these things.

The other thing that really does cause me some concern here is the land sale price. I think Commissioner Walters is entirely correct that although this particular site has been vacant for some period of time, there are other sites that are similarly vacant that have recently sold for much more than this and are being converted into very productive developments that I believe even have a little bit of a PILOT built into them. There's an escalating PILOT built in so that we are getting just a little bit of something off of this land. Now granted, we did not own that particular land, but it is land. One of the things that I'd like to know is, and I'm almost inclined to say that I'd like to see a little bit more and talk a little bit more about this before I take a final vote on it, but I'd like to know what room do we have in terms of this sale price of this land? It has been vacant, but it's prime land in a prime location. I would just like to feel better that this is in our best interest to set at that sale price and then move forward for what I'm confident would be a very productive and very useful development. I'm confident. I just have a couple of qualms about the financing going in.

Ms. Carttar said the only thing I will say, and we can certainly provide additional projections on the revenues and all that, just in terms of—one of the things that makes this land particularly challenging as opposed to, for example, the Turner Diagonal where NorthPoint is going is all of the community interest and input which is excellent, but it makes this—we were very aware when looking for a company to partner with as we developed this property that it would not just be an industrial park. This really needed to be a mixed-use site and providing direct benefits to the neighbors, especially with retail. In the situation it is currently, that's a tougher sale than you would anticipate.

Mr. Petersen said I would just say those are much different, much different projects, entirely different. In fact, others that proposed something similar to that here, were not supported. Looking at this as just the foodservice center would be missing, by far. Scavuzzo's would say the whole vision. I'm not saying anybody here is missing the vision. I just caution to make sure that the whole picture is looked at because this isn't just about a foodservice center.

Commissioner McKiernan said if I could follow back up. The vision here is to start with Project Area 1 and use it as a slingshot to make sure that 2, 3, and hopefully 4 will go after that. **Mr. Petersen** said if they didn't, then this development agreement—I would say holds the feet to the fire; incinerates the feet of the developer.

Mr. La Sala said this one is not like some other development agreements we've done over the years where Phase 3 and Phase 4 are optional. It's not that. There are penalties attached to not completing Phase 4. It is truly a mixed-use project from that perspective.

Commissioner McKiernan said the vision here is that this may be less neighborhood-oriented Phase 1 is the driving force that runs 2, 3, and 4, which then will be turned over to the benefit of the neighborhood and surrounding. **Mr. Petersen** said simply playing their flag right is just another way to say that right is in the beginning putting all their eggs right there on the south side, and again, having to put their money where their mouth is. On the land sale that's interesting because that hasn't been talked about for at least for while on the staff side. I think, and staff will speak for themselves, but I believe when that stopped—because before we traded Performa's and everything there was plenty of talk about what the land was going to cost and once we put our detailed financial performa with and without public/private partnership, and it was scrutinized by staff, and it was seen that this isn't Turner Diagonal, whatever other project you want to compare it to, this is tight, but these folks aren't here just to make a buck. This is where they're putting their headquarters. They'll take a lower return, but they can't lose money, that's how we backed into the $100, the nominal sale price for the land, that is exactly how we arrived at it. There's a process.

Commissioner Townsend said I must admit I had some pause when I saw what both my fellow commissioners have already identified with what was the cost for the sale price, so that does give me some concern. I know that this has been challenging and we've had people to looked for it. We're happy that someone wants it, but that is of some concern. I'd like to look at some more or digest it some more.

The other issue and I'm not sure where it is in here, or that it's in here at all, but if this project moves forward, will the UG have any input in terms of the thumbs up or thumbs down on any of the other vendors that come in. **Ms. Carttar** said we have put a restriction, a radius restriction, so there are a number of, in particular, fast food restaurants on states fairly approximate to this project. We have put a radius restriction to ensure that, let's say McDonald's, builds a brand new building at this location and then leaves their other location empty. They are not permitted to put a business—a restaurant or business that is within, I believe, a mile from that location.

Mr. LaSala said there are also restrictions—you're not approving tenant-by-tenant. There's also a restrictions section, Commissioner, in 7.2 that goes item-by-item against some of the noxious uses you might fear including Hookah Bars and painted on facilities and flea markets, precious metals facilities stores and businesses that use street marketing and the guy with sandwich board out on the street. There is a section that is entirely focused on things that you just can't do. **Commissioner Townsend** said would you direct me, counselor, to the page on that. **Mr. LaSala** said it's on page 26 of your development agreement, 7.2. **Commissioner Townsend** asked what was that page again? **Mr. LaSala** said 26, 7.2C and you will start seeing a whole bunch of romanettes one, any use that's offensive by reason of odor No. 2 is a car wash unless and to the extent they do it in connection with a C-Store. You'll see there a list of 26 uses that are restricted. It carries over all the way to page 28. **Commissioner Townsend** said those types of businesses are excluded.

What about the UG's opportunity to analyze, comment on, give a thumbs up or down on something not on this list that may come? Even though that's not in my district, it borders that district and some of my constituents had very strong opinions about what might be there, particularly retail. **Ms. Carttar** said we do have also exhibit N, so some of the minimum requirements have to be in certain categories as you can see here. We are looking for—you really hit those minimum requirements with their high-quality retail and then if you go above and beyond that, then you can kind of mix and match, but we're making sure that there is the minimum level of quality for that minimum requirement.

Commissioner Townsend said what I'm getting at though is if this development agreement is approved, let's say two years, in the subsequent phases from now, there's a proposal for a particular type of eating restaurant, will that be totally Scavuzzo's call or will the UG have input into? **Mr. LaSala** said the former. We talk about assignment and the UG's in approving sales and leases and so forth in all of these, but as is the case in most of our development agreements, the UG does not have the right or the ability to micromanage which hamburger place they would pick. Scavuzzo's is going to be able to do that on their own. What we really do with the development agreement on exhibit N for Project Area 3 for the whole side in that restriction section I was pointing to, is we really give them perimeters and say you can go do the leasing for this project on your own as long as you stay within the perimeters. This development agreement would not give the UG the right, Curt would probably say micromanage their leasing activity in picking which tenant goes on which site, we do not get to do that here. Frankly, we haven't done a lot of development agreements where we have done that in retail centers where a developer wants to go out and put some money in and take some risks. There are precious few that would let us ride sidecar and decide you can pick this tenant or that tenant. We haven't done a lot of that.

Mr. Petersen said if Rich Scavuzzo was here, who you may remember, he is the CEO and has been at every single meeting we've had on this project for over year. Of course, long before this meeting was scheduled, he was scheduled to be out of town. Pam Scavuzzo is here and Amy Scavuzzo, respectively, the President and owner and the Finance Director are here, but Rich would be grabbing the mic right now if you've met him and would be saying I am fine. We've been fine. He'd tell you that we're taking all these restrictions and perimeters, as Todd said, because you have to trust me. I'll tell you why there's teeth and not just trust. Trust me, we will not let this happen.

What's different about this project then just the developer saying—because were lawyers we have those documents that and have teeth, and we do in here, but what's different here is you have this 5th generation company that's putting everything on this site right, at the back of the site, so the front door is everything people are going to pass. If they don't do what they say they're going to do here, there are teeth that sink very, very deeply. The difference here is you have, and I should add, and you all this probably from reading the memorandum or the development agreement, if Scavuzzo's ever didn't, because the premise in what I just said is Scavuzzo's are putting everything on this site. That's their company, that's their headquarters, that's the flag nationally. What happens if Scavuzzo's changed that. What if Scavuzzo's went across to Missouri or somewhere else, this whole thing blows up. Again, they said that's fine because this is our home, because this is where we want to be for the next, whatever, multiple generations. In some, while this is important that the legal teeth are here and they are, you also have a very unique situation, not your normal developer that says everything goes away if I'm ever not planted here with my family business on the south side. As long as I'm planted there, I'm not going to let not desirable looking or uses go on this site. It's different. It's a different deal.

Chairman Burroughs said Scavuzzo's is an LLC though, correct? **Mr. Petersen** said Scavuzzo's Inc, is a corporation which employees all the employees and such, but as, and you know this, I know, but for this project we formed an LLC that's owned by them for liability reasons and things like that so, yes sir. **Chairman Burroughs** said the property was taken under eminent domain, if I remember correctly, by the city. I do remember the business that was there that was impacted by the eminent domain taking of the Unified Government. I just wanted—having not had an opportunity to visit with the Scavuzzo's directly, I want to thank them for their interest in our community. I truly do. I do hope that this ongoing development agreement will come to fruition to the extent that the Scavuzzo family can look back at Wyandotte County and we can look at them as partners 25 years from now and see the great work that we put into the foregoing effort that we're doing this evening so that we can have long-term viability and an opportunity to reinvent and reinvest in an area of our community that's been crying out for jobs and additional, I'll call it leisure entertainment opportunities whether it be a restaurant. I'm really excited about a corporate headquarters in our community. I know on the state level I'd like to see an incentive for corporate headquarters that would allow corporate headquarters that want to establish in communities, that additional incentives be available. Unfortunately, that's not here today.

I do know that in this contract it does discuss eminent domain proceedings that could occur. I think that allows the Unified Government additional teeth as you just stated. I just want to thank the Scavuzzo family. I do want to welcome you to Wyandotte County and I sincerely want to thank you for your patience and investment in our community.

Commissioner Bynum said I know that's it late and that we have more work to do. I want to echo Commissioner Burroughs comments. We are excited about what could happen at this property with the Scavuzzo family, there's no question about. I don't want there to be any question about it. It's probably incumbent on me that I never reached out to you, or you, or any of the Scavuzzo family for a one-on-one meeting. I'm sitting in at this committee. This is not the committee I sit on, so this is all news to me, which I have to say as the At-Large Commissioner of this district is a little bit concerning. I'm going to make it a point to ask each and every one of you for a personal meeting so that I can have the details of what your brought forward. It's all brand new to my eyes unfortunately. That would be fine on any other day, but today I'm a voter on this committee and right now because of everything I just said I'm going to make a motion that we table this at least one month for further discussion, further exploration, further understanding of what's in these documents.

Action: **Commissioner Bynum made a motion, seconded by Commissioner McKiernan, to table for one month for further discussion.**

Ms. Carttar asked is that just for the resolution for the development agreement. **Commissioner Bynum** hold the item for a month and that may pertain to the items two and three behind it, I don't know.

Mr. LaSala said I would only say that procedurally there are some moves that we probably should make tonight to keep the thing moving forward. I agree with Catherine, if the concerns are about the structure of the deal and the development agreement, I think it would be fine, obviously, to table. You can do whatever you want, but I think Curt and the Scavuzzo's would probably ask if we can preserve the procedural calendar on some of these other things. As you know with a TIF, you've got to give notices, you've got to set hearings. I think they might ask you if we could continue to keep that procedural stuff alive tonight and continue to talk about the development agreement. That might be their strong preference.

Mr. Petersen said the project is, and again, this is part of the process, but it's held off until, even on this schedule until the end of August. As Todd said, the development agreement wasn't even getting voting on this schedule until later in August. What would be wonderful is these other items, if as Todd said, would allow us to at least move towards calling a public hearing at the end of this month. Have the hearing at the end of August, if you know what I mean, with the discussion, plenty of discussion between now and then.

Commissioner McKiernan said procedural items are Items 8 and 9 on this agenda, correct? We are only voting right now on number seven. What I would say, in seconding this, I really (1) I want this to be wildly successful. (2) I recognize the enormous investment that the Scavuzzo family is making in this project, but (3) because it is a public/private partnership, we are similarly making a big investment in this project. I think it's incumbent on us to just take a breath and slow down and thoughtfully consider all of the aspects of this deal and come back in a months' time much better prepared to have a productive discussion and take a protective vote.

Commissioner Townsend said a third isn't required, but I'd like to add comments from my other commissioners and also, I don't want the Scavuzzo's family to think anything that was asked by me is done so out of anything other than my obligation the people I represent and as a UG Commissioner. This has been a challenging site. I want it to succeed. I would appreciate the time to better understand it and possibly come up with some more questions and then deal with it in a more knowledgeable perspective in another month.

Chairman Burroughs asked at this time I would ask if there is anybody from the public that would care to comment on this particular issue.

The following appeared:
Michelle Franks, 3936 N. 108th Terr., KCK, 66109, said I guess the concern as a consumer and a person who is paying property taxes, could they not even just say the property tax that you

would assess me on 50 acres of land? I'm not trying to be funny, $400 from a person who is paying $6,000 for a little bitty piece of land that a house is on, I understand I have a house on there. I'm just saying the property value for—if the word got out that you sold 50 acres of land, in a prime area, you sold because I've gone to the auctions, I've gone to the Land Bank auctions, you've sold land inner city that was vacant for much more than you're selling this. It just seems like unbelievable that you could get land on State Avenue for $400. I guess as a consumer, that would be my concern. Will the property value increase? If you started at $400 once they get the structure built, are you going to assess them the appropriate property tax based on, not just the revenues from the sales tax, but actually the assessment, will it go up?

Chairman Burroughs said that's usually the process. Once a project is finished, it's not any different than a home being built under construction. It's appraised at its original value of the purchase of the property and then the value goes up as the project is completed. There is a whole new reassessment, I believe that is correct, if it's not, staff please correct me?

Ms. Franks said I just want to know because it says something about providing financing for it. Are we going to finance some more property tax after we've given them the land?

Mr. LaSala said, Commissioner, what you said is exactly right. In fact, the whole under pending of the TIF is reliant on those tax values going up. It's that increment that really pays for the TIF.

Ms. Franks said that was just my question. I just wanted to know why it was just so cheap. It's like unbelievable.

Ms. Carttar said I would just add one thing. Part of the reason, part of the incentive is the land value. One of the things we are getting out of this not only are amenities, but also $150M of investment. **Mr. LaSala** said it's estimated at $140M. **Ms. Carttar** said it's hard to do kind of an apples to apples comparison. **Mr. Petersen** said in the last little bit there is so much to talk about, but this is a relevant piece, if the development doesn't happen on any given piece as promised, the UG gets to take it back. It's something we didn't mention, but it's important.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Item no. 8 – 19858… ORDINANCE: TERMINATE 2007 MIDTOWN TIF PROJECT PLAN

Synopsis: An ordinance terminating the Redevelopment Project Plan for the Midtown Redevelopment District, repealing Ordinance No. O-29-07, submitted by Katherine Carttar, Director of Development.

Catherine Carttar, **Director of Economic Development,** said this item is solely terminating the 2007 Midtown TIF Project Plan that never came to fruition.

Action: **Commissioner McKiernan made a motion, seconded by BPU Board Member Bryant, to approve.** Roll call was taken and there were six "Ayes," Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Item No. 9 – 19859…RESOLUTION: SETTING A PUBLIC HEARING DATE REGARDING MIDTOWN REDEVELOPMENT DISTRICT

Synopsis: A resolution setting a public hearing date of August 29, 2019, to consider the following actions, submitted by Katherine Carttar, Director of Economic Development.

- Division of the Midtown Redevelopment District into four redevelopment project areas.
- Amend the redevelopment district plan.
- Adopt Project Area 1 Redevelopment Project Plan.

Action: **Commissioner McKiernan made a motion, seconded by BPU Board Member Bryant, to approve.** Roll call was taken and there were six "Ayes" Bryant, Walters, Bynum, Townsend, McKiernan, Burroughs.

Adjourn

Chairman Burroughs adjourned the meeting at 6:32 p.m.

tk

Staff Request for Commission Action

Tracking No. 19934

Full Commission Meeting Date: 9/26/19
Committee: Economic Development & Finance

Date of Standing Committee Action: 9/9/19 (If none, please explain):

Publication Required: Yes 10/3/2019

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
8/28/2019	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

A proposal to redevelop the former Indian Springs shopping center at 47th and State Avenue into a 266k sq. ft food service center, at least 3 retail pad sites along State Avenue and up to an additional 45k sq. ft of commercial users, and a 60k sq. ft office building which will serve as the headquarters of Scavuzzo's who the developer of this project is.

Project anticipates completion of the food service center in 2021 with the other projects being completed in subsequent years.

Action Requested:

1. Ordinance approving development agreement and home rule economic development sales tax rebate
2. Ordinance approving:
   - Division of the Midtown Redevelopment TIF District into four redevelopment project areas
     - Amend the redevelopment TIF district plan
     - Adopt TIF Project Area 1 Redevelopment Project Plan
3. Resolution of intent to issue sales tax construction IRBs in an amount not to exceed $20M

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Scavuzzo's Executive Summary , Ordinance No. O-___-19 and Resolution No. R-___-19 (Home Rule Sales Tax Rebate and Adopting KC Foodie Park DA) GB Cmts, KC Foodie Park Development Agreement, Project Area and Plan Ordinance (09-26-2019 Meeting), Midtown TIF Project Plan - Project Area 1 FINAL (with exhibits), Resolution of Intent (Foodie Park)

7/29/19 EXECUTIVE SUMMARY
KC FOODIE PARK DEVELOPMENT AGREEMENT

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1. **Parties**. The UG; Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's"), and KC Foodie Park, LLC, a Delaware limited liability company, an affiliate of Scavuzzo's ("Developer").

2. **The Project Site**. The Project Site is the former Indian Springs Shopping Center site -- eighty one (81) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"). The Project Site is already in a tax increment finance ("TIF") district for a project that never materialized and so the existing TIF project plan will need to be terminated and replaced with a new project plan for the project described in this Agreement.

3. **The Project**. The Project is to be designed, constructed and developed as a first-class mixed use development consisting of the following components: (a) an approximately 266,000 square foot industrial building with potential for expansion (the "Food Service Center"); (b) an approximately 26-acre solar energy field designed to provide energy for the Food Service Center (the "Solar Field"); (c) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites fronting State Avenue (the "Retail Improvements"); (d) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other commercial users, as generally described in Section 2.2(d) and with potential uses described in **Exhibit O** (the "Additional Commercial Buildings"); and (e) an approximately 60,000 square foot multi-tenant office building which would serve as a headquarters location for Scavuzzo's and Developer (the "Office Building").

4. **Purchase Price**. The Developer will pay the Unified Government $1,050,000 for the land. At the last ED&F meeting, an issue was raised about Developer getting the entire Project Site essentially for free. Accordingly, the revised Agreement requires Developer to pay $350,000 for 3 of the 4 parcels that comprise the Project Site. Developer would still get the Phase 1 Property for free, but as and when Developer would subsequently close on each of the Phase 2, Phase 3 and Phase 4 Properties, respectively, Developer would pay the UG $350,000 for each of those parcels (a total of $1,050,000).

5. **Phases; Minimum Improvements and Timing.** The TIF District, as amended, would include 4 different TIF Project Areas and the Project would be constructed in 4 corresponding Phases:

(a) Project Area 1 – Phase 1 – The Food Service Center. Phase 1 includes both the Food Service Center and the Solar Field, but only the Food Service Center is really contractually required as a part of the "Minimum Improvements" for Phase 1. But Developer is required to deliver the 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the preparation, packaging and distribution of Scavuzzo's and others' high-quality products, along with approximately 34,000 square feet of first-class, industrial grade office space for employees of Scavuzzo's and Scavuzzo's Affiliates in Phase 1 and to do so on a schedule. Specifically, Developer is required to close on the Project Area 1 property by December 31, 2019 and to commence construction within 60 days after closing. Developer is required to complete the Phase 1 Minimum Improvements no later than 2 years after closing, which is an outside date of December 31, 2021.

(b) Project Area 2 – Phase 2 – The State Avenue Retail Improvements. Phase 2 requires Minimum Improvements of 12,000 square feet of neighborhood retail, entertainment and/or restaurant uses on approximately three (3) pad sites located on State Avenue, which Retail Improvements Developer expects to cost approximately Three Million Dollars ($3,000,000) of capital investment. However, the Agreement does allow Developer to deliver less than 12,000 square feet of Retail Improvements if and to the extent that (i) the smaller Retail Improvements concepts and uses still require no less than Three Million Dollars ($3,000,000) of capital investment, and (ii) the UG's County Administrator first reviews and approves the smaller amount of Retail Improvements square footage. Developer is required to bring the Commission a Project Plan for Project Area 2 not later than July 15, 2021 and to close on the property for Project Area 2 no later than December 31, 2021. Developer is contractually required to commence construction of the Phase 2 Retail Improvements no later than 60 days after closing and to complete the same on or before that date which is 36 months after the Phase 1 closing (meaning an outside completion date of December 31, 2022).

(c) Project Area 3 – Phase 3 – Commercial Uses. Phase 3 requires Developer to complete at least 15,000 s.f. of commercial buildings in Project Area 3. The uses for Commercial Buildings are generally described on **Exhibit N**, but for purposes of Minimum Improvements for Phase 3, the commercial buildings are to be either (i) restaurants, grocery, hotels, healthcare or entertainment uses, (ii) home delivery food service uses, or (iii) food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site. Developer is required to bring the Commission a Project Plan for Project Area 3 no later than July 15, 2022 and to close on the Project Area 3 property no later than December 31, 2022. Developer is contractually required to commence construction on Phase 3 no later than 60 days after closing and to complete the same on or before that date which is 36 months after the Phase 3 closing (meaning an outside completion date of December 31, 2025).

(d) Project Area 4 – Phase 4 – the Office Building. Phase 4 requires Developer to build an approximately four (4) story Class-A multi-tenant office building with approximately 60,000 square feet, located within the Phase 4 Property of the Project Site, which Office Building will serve as the Scavuzzo's administrative office headquarters, and may include such features as a test kitchen, conference rooms, culinary arts programming, and may also be leased to other third-party tenants. Section 2.8 of the Agreement requires that with certain limited exceptions, Scavuzzo's may not relocate its headquarters outside of Wyandotte County for the life of this Agreement. Developer is required to bring the Commission a Project Plan for Project Area 4 no later than July 15, 2024 and to close on the Project Area 4 property no later than December 31, 2024. Developer is contractually required to commence construction on Phase 4 no later than 60 days after closing and to complete the same on or before that date which is 24 months after the Phase 4 closing (meaning an outside completion date of December 31, 2026).

6. **What Happens if Developer Does Not Deliver the Various Components of the Project on Time?** This particular Agreement is pretty dynamic on this subject. The answer to this important question is as follows:

(a) Failure to Close. If Developer fails to timely close on Project Area 1 (the Food Service Center) by December 31, 2019, after applicable notice and cure periods, either party could terminate this Agreement altogether. If Developer timely closes on Project Area 1, but subsequently fails to timely close on Phase 2 (the State Ave. Retail), Phase 3 (the Commercial Buildings), or Phase 4 (the Office Building), then Developer loses its rights to get that property for the UG or to develop those respective phases or to receive incentives related to the same.

(b) Reversionary Interests. The UG reserves the right to take the undeveloped portions of the property back if we have a closing and then the Developer fails to perform.

(c) Termination of Incentives. In the case of failure to complete the Minimum Improvements for each particular Phase of the Project, the UG has the right to terminate or reduce the Developer's access to the incentives described below:

(i) Phase 1: If Developer fails to complete the Food Service Center on time, then the UG can terminate Developer's access to TIF Financing from Phase 1 or terminate this Agreement altogether – foreclosing any opportunities for the other phases described below.

(ii) Phase 2: If Developer fails to deliver the Minimum Improvements for State Ave. Retail on time, then the UG can reduce the CID Proceeds, or terminate the Agreement as to Phase 2. Additionally, Section 4.2(d)(iii) provides that the UG can establish an Alternative TIF Fund and divert 10% of the TIF proceeds to this Alternative TIF Fund that would be controlled by the UG and used for other purposes. Further, if Developer still has not delivered the Minimum Improvements for State Ave. one (1) year after the deadline, 20% of the TIF would be diverted to the Alternative TIF Fund, and the same thing would happen in subsequent years up to 50% of the TIF (meaning 30% if more than 2 years late, 40% if more than 3 years late and 50% if more than 4 years).

(iii) Phase 3 and 4: If Developer fails to timely deliver the Minimum Improvements for Phase 3 (the Commercial Buildings) or Phase 4 (the Office Building), then the TIF Cap and CID proceeds (both described below) would be reduced by 10% each. However, Sections 2.7 and 2.8 do allow the Developer to earn back a portion of the TIF Cap and CID equal to 5% if Developer eventually delivers the Minimum Improvements for that respective phase within 60 months of the Completion Date.

7. **Incentive Financing Provided**. The UG is offering the following incentives to stimulate the development of the Project:

(a) Tax Increment Financing ("TIF"). The Agreement would provide that 100% of incremental real property taxes from the TIF District (over the 2006 base year when the District was established) would be available to reimburse Developer on a pay-as-you-go basis for TIF eligible expenses. However, given the TIF Cap discussed below, approximately 92.5% of the projected available TIF increment would be available to Developer over the life of the TIF. Each Project Area in the TIF District would get a 20 year TIF collection period, commencing on the date that the TIF Project Plan is adopted by the Commission. In this Agreement, the TIF is only to be used for hard construction costs for site work and/or infrastructure (along with interest at 6.5%) and is only available to Developer on a pay-as-you-go basis without the opportunity to issue bonds. TIF financing would also be limited in the following ways:

(i) reimbursement would be paid on a 50/50 basis between private funds and the available TIF and CID proceeds to ensure that at all times, the UG will not have paid more incentive proceeds to Developer than the amount of project costs paid by private funds;

(ii) the maximum amount of TIF reimbursements available to Developer is capped (the "TIF Cap"), and the TIF Cap is increased as and when Developer timely delivers the various components of the Project. Specifically, the TIF Cap begins at $11.3M and increases to $19.4M when Developer timely completes the State Ave. retail in Phase 2 and again up to $27.8M when and if Developer timely completes the Office Building in Phase 4. In Section 4.2(d)(ii), Developer can further increase the cap by three additional amounts incrementally in Phase 3, depending on how many square feet of Commercial Buildings that they complete in Phase 3. If Developer delivers more than 45,000 s.f. in Phase 3, the TIF Cap could increase by as much as $6.9M. If Developer met all of these thresholds, the TIF Cap could be a maximum amount of $34.7M; and

(iii) Section 4.5 of the Agreement says that the City's investment in the Project (through TIF and CID combined) shall never exceed 25% of the total Project Costs. In other words, if Developer's private investment dollars in the Project are less than expected – and the so-called public/private investment ratio is more than 25% public versus 75% private, then the TIF Cap described above must be adjusted downward to result in a 25% public investment in the Project.

(b) Community Improvement District ("CID"). The Agreement also contemplates the creation of a CID sales tax of 1% on retail sales to be added on top of the base sales taxes within the CID District (which encompasses the entire site), the proceeds of which may be used for pay-as-you-go financing to the Developer. The CID pay-as-you-go financing in this Agreement is only for use on site work, infrastructure improvements and other hard construction costs for retail improvements in Project Area 2 (State Ave. retail) and Project Area 3 (Commercial Buildings). The CID would also be pay-as-you-go only (without an opportunity for bonds), but the CID revenues not be capped during the term. However, the CID would also be limited in a couple of important ways:

(i) the CID collection period ends twenty 22 years from the date that the CID sales tax is first imposed;

(ii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the City will not have paid more CID proceeds to Developer than the amount of project costs paid by private funds; and

(iii) Section 4.5 of the Agreement says that the City's investment in the Project (through TIF and CID combined) shall never exceed 25% of the total Project Costs. In other words, if Developer's private investment dollars in the Project are less than expected – and the so-called public/private investment ratio is more than 25% public versus 75% private, then the TIF Cap described above must be adjusted downward to result in a 25% public investment in the Project.

8. **Home Rule Rebates**. The Agreement adds a new Section 4.4, which allows Developer to recover eligible costs to be paid through a home-rule rebate in an amount equal to the UG's portion of sales taxes generated by the Project. Eligible costs to be repaid with these sales tax rebates, plus interest at 6.5%, will have a hard cap of $1,500,000 (including all principal and interest).

9. **Term/Use and Operation**. The term of this Agreement runs for the entire life of the CID and the until the end of the 20-year collection period for the last of the TIF Project Areas. During the term, Developer has agreed to all the UG's standard use and operation requirements in Article 7, including restrictions on uses (7.2(c)), compliance with law (7.5), payment of taxes (7.6), insurance (7.10), and indemnification (7.12).

10. **MBE/WBE/LBE**. Developer has agreed to the following participation goals for construction of the Project:

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

If, upon completion of any Phase of the Project, Developer or its assignees shall have failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG shall have the right to reduce the TIF Cap by 2.5% for each of Construction and Professional Services.

11. **Assignment/Transfer**. In general, Section 7.13 provides that Developer cannot sell, mortgage or transfer the site or the Project without UG approval, which approval would be at the UG's reasonable discretion. However, the UG does agree that Developer may make leases to tenants in the retail improvements in Phase 2, the Commercial Buildings in Phase 3 and the Office Building in Phase 4. The parties also agree that Developer may freely sell or ground lease sites in Project Area 2 and Project Area 3 to end users to plan to develop and open on those locations within 2 years of any such transfer. Developer may also make assignments to affiliates and in fact plans to make such an assignment to Scavuzzo's Foodie Campus, LLC for the Food Service Center in Phase 1.

12. **Default**. The default provisions are generally consistent with what the UG has in other development agreements; however, this one is unique in that 9.2 makes clear that the UG's rights and remedies for failure to timely file project plans, commence construction or complete construction on the various phases are really limited to the remedies generally described in Section 5 of this Executive Summary.

(Published in *The Wyandotte Echo* on _______________, 2019)

ORDINANCE NO. O-____-19

AN ORDINANCE APPROVING AND ADOPTING A HOME RULE ECONOMIC DEVELOPMENT SALES TAX REBATE AND APPROVING THE KC FOODIE PARK DEVELOPMENT AGREEMENT.

WHEREAS, KC Foodie Park, LLC, a Delaware limited liability company ("Developer") desires to design, develop, and construct a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion) (the "Food Service Center"); (ii) an approximately 20-acre solar energy field designed to provide energy for the Food Service Center (the "Solar Field"); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites (the "Retail Improvements"); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users (the "Additional Commercial Buildings"); and (v) an approximately 60,000 square foot multi-tenant office building (the "Office Building"), (collectively, the "Project"), all on approximately seventy-three (73) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"); and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and/or the Wyandotte County Land Bank (the "WCLB") own the Project Site. The UG and/or the WCLB desires to convey the Project Site to Developer for the purchase price set forth in the Development Agreement; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government. The UG, acting in its capacity as a city of the first class, is a city within the meaning of the Home Rule Amendment; and

WHEREAS, the UG will use its home rule authority to rebate to the Developer a portion of the sales tax revenues received by the City of Kansas City, Kansas generated at the Project Site to reimburse the Developer for costs of acquisition of the Project Site; and

WHEREAS, development of the Project should attract new retail development as well as new industrial and manufacturing facilities to the community, and stimulate the economy of Kansas City, Kansas through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Kansas City, Kansas; and

WHEREAS, the UG desires to further incentivize the Project as more fully set forth in the KC Foodie Park Development Agreement ("Development Agreement"), attached hereto as **Exhibit A**, and incorporated by reference herein

WHEREAS, the Governing Body has determined that it is advisable to enter into the Development Agreement with Developer..

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. Approval of Development Agreement. The Governing Body of the UG hereby approves the Development Agreement in substantially the form attached hereto. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

Section 2. Home Rule Sales Tax Rebate. The Governing Body of the UG hereby approves and adopts the use of its home rule authority to rebate to the Developer a portion of the sales tax revenues received by the City of Kansas City, Kansas generated at the Project Site to reimburse the Developer for costs of acquisition of the Project Site, as set forth in the Development Agreement.

Section 3. Further Authority. The County Administrator is hereby authorized to execute in the name of the UG, the Development Agreement, and any other certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The UG Clerk is hereby authorized and directed to publish this Ordinance once in *The Wyandotte Echo*.

Section 4. Effective Date. This Ordinance shall be effective from and after its passage by the Governing Body of the UG and publication (or publication of a summary hereof) once in *The Wyandotte Echo*.

ADOPTED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____ DAY OF _______________, 2019.

____
Mayor/CEO

ATTEST:

____
UG Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

KC FOODIE PARK DEVELOPMENT AGREEMENT

THIS KC FOODIE PARK DEVELOPMENT AGREEMENT (the "Agreement") is made as of the _____ day of _______________, 2019 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and KC Foodie Park, LLC, a Delaware limited liability company ("Developer"). Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company ("Scavuzzo's") hereby joins in this Agreement for the limited purpose of joining in Developer's obligations pertaining to Project Area 1 following completion of the Food Service Center and as further set forth in Section 7.13 below.

RECITALS:

A. Developer wishes to design, develop, and construct or cause to be designed, developed, or constructed a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion), as more fully described in Section 2.2(a) hereof (the "Food Service Center"); (ii) an approximately 20-acre solar energy field designed to provide energy for the Food Service Center, as more fully described in Section 2.2(b) hereof (the "Solar Field"); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites, as more fully described in Section 2.2(c) hereof (the "Retail Improvements"); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users, as more fully described in Section 2.2(d) hereof (the "Additional Commercial Buildings"); and (v) an approximately 60,000 square foot multi-tenant office building, as more fully described in Section 2.2(e) hereof (the "Office Building"), (collectively, the "Project," as further defined in Section 2.2 below), all on approximately seventy-three (73) acres of real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "Project Site"), as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

B. Developer does not yet own the Project Site. The UG owns the Project Site, including the undermined portions of the Project Site which the UG owns by and through the Wyandotte County Land Bank (the "WCLB"). The UG and/or the WCLB will convey the Project Site to Developer as more particularly set forth in Section 2.4 below, subject to certain terms and conditions more fully set forth therein.

C. The UG has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act") for the purpose of financing certain economic development projects. On December 21, 2006, the UG established the Midtown Redevelopment District (the "Original TIF District") by adoption of Ordinance No. O-139-06 (the "Original TIF District Ordinance").

D. On August 15, 2019, the UG adopted Ordinance No. O-_____-19 (the "Amended TIF District Ordinance") amending the boundaries of the Original TIF District to remove certain property not subject to the terms of this Agreement (the new boundaries referred to herein as the "TIF District"), all as set forth in the Amended TIF District Ordinance. A copy of the Amended TIF District Ordinance is attached hereto as **Exhibit B**.

E. Also on August 15, 2019, the UG adopted Resolution No. R-____-19, calling a public hearing on the UG's intent to divide the TIF District into four (4) separate and distinct project areas: (i) Project Area 1, which includes the Food Service Center and the Solar Field ("Project Area 1");

(ii) Project Area 2, which includes the Retail Improvements ("Project Area 2"); (iii) Project Area 3, which includes the Additional Commercial Buildings ("Project Area 3"); and (iv) Project Area 4, which includes the Office Building ("Project Area 4") (each a "Project Area" and collectively, "Project Areas"). A legal description of the boundaries of the TIF District is set forth on **Exhibit C-1** attached hereto, and a map generally depicting the boundaries of the TIF District as well as each Project Area is attached hereto as **Exhibit C-2**.

F. Resolution No. R-___-19 also called a public hearing on the Developer's proposed Redevelopment Project Plan for Project Area 1 of the TIF District (the "Project Area 1 Plan"), pursuant to the TIF Act. The Project Area 1 Plan provides, among other things, for the collection of Incremental Real Property Taxes (as defined in Section 4.2(a) below) within the TIF District to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses (as defined in Section 4.2 below).

G. On _______________, 2019, the UG approved and adopted the Project Area 1 Plan for the TIF District through the adoption of Ordinance No. O-____-19 (the "TIF Project Area 1 Ordinance") pursuant to the TIF Act. A copy of the TIF Project Area 1 Ordinance is attached hereto as **Exhibit D**.

H. In addition to the TIF financing described above, the UG also has the authority to create one or more community improvement districts (each a "CID" and collectively, the "CIDs") pursuant to K.S.A. 12-6a26 *et seq*., as amended from time to time (the "CID Act") for the purpose of financing certain economic development-related projects. Under the CID Act, the owners of more than fifty-five percent (55%) of the land (by area and assessed value) within the boundaries of a proposed CID may petition the UG to request the creation of a CID and to impose an additional CID sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID in order to pay for or reimburse the costs of a portion of a CID project.

I. Developer will collaborate to submit a petition (the "CID Petition") to the UG requesting the formation of a CID encompassing all of the Project Site, except for the Solar Field (the "Retail CID"), and all of the revenues from the CID shall be used to pay for site improvements and hard construction costs for retail improvements in Project Area 2 and Project Area 3. A map generally depicting the boundaries of the Retail CID is attached hereto as **Exhibit E-1**, and a legal description of the proposed Retail CID is attached hereto as **Exhibit E-2**.

J. Upon submission of the CID Petition, the UG shall consider the creation of the Retail CID through passage of an ordinance (the "Retail CID Ordinance") pursuant to the CID Act; and if approved by the UG's Commission in its sole discretion, the Retail CID Ordinance would be attached hereto as **Exhibit F**. Developer has indicated that its CID Petition would request the imposition of a CID sales tax of one percent (1%) within the Retail CID (the "Retail CID Sales Tax") to be collected and disbursed by the UG on a pay-as-you-go basis to reimburse certain CID Eligible Expenses (as defined in Section 4.3 below) for the Retail Improvements within the Retail CID.

K. In connection with the Project, Developer has also requested industrial revenue bond ("IRB") financing for certain project costs pursuant to K.S.A. 12-1740 *et seq.* Pursuant to the terms and conditions set forth in Section 4.11 below, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem taxes.

L. Development of the Project should attract new retail, office and commercial development, as well as attracting new industrial and manufacturing facilities to the community, and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County.

M. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP (as defined in Annex 1).

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2
THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete, and operate the Project (or to cause the same to be developed, constructed, completed, and operated). The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. Prior to Closing on the conveyance of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable (and as defined below in Section 2.4), to Developer as set forth in Sections 2.4 and 5.1, the UG and Developer hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that Developer closes on the portion of the Project Site associated with any Phase of the Project, then Developer shall then be contractually obligated in this Agreement to construct and complete all of the components of the Project in that particular Phase as more particularly set forth below in Section 2.3. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on **Exhibit G** attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted or amended from time to time by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements (as defined in Annex 1). The parties further agree that the "Project" shall include the following:

(a) The "Food Service Center" shall be deemed to mean and include an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the preparation, packaging and distribution of Scavuzzo's and others' high-quality products, including without limitation the distribution of packaged foods, butchered meats and fresh foods, as well as restaurant supplies and equipment, and approximately 34,000 square feet of first-class, industrial grade office space for employees of Scavuzzo's and Scavuzzo's Affiliates (as defined in Annex 1), along with Scavuzzo's customers and vendor partners, all of which shall be constructed and completed on the Phase 1 Property of the Project Site; the Food Service Center may also include a "test kitchen";

(b) The "Solar Field" shall be deemed to mean a utility-scale, ground-mounted, photovoltaic system located on approximately 26 acres of the undermined portion of the Project Site on the Phase 1 Property, which Solar Field will provide solar energy pursuant to a separate agreement with the Board of Public Utilities (the "BPU"), which separate agreement is a condition precedent to Developer constructing the Solar Field as set forth in Section 3.1(a)(vi) below;

(c) The "Retail Improvements" shall be deemed to mean no less than 12,000 square feet of neighborhood retail, entertainment and/or restaurant uses on approximately three (3) pad sites located on State Avenue within the Phase 2 Property of the Project Site, which Retail Improvements Developer expects to cost approximately Three Million Dollars ($3,000,000) of capital investment; provided, however, that the parties hereby understand and agree that Developer may construct, complete and deliver less than 12,000 square feet of Retail Improvements if and to the extent that (i) the smaller Retail Improvements concepts and uses still require no less than Three Million Dollars ($3,000,000) of capital investment to construct and complete, and (ii) the UG's County Administrator first reviews and approves the smaller amount of Retail Improvements square footage;

(d) The "Additional Commercial Buildings" shall be deemed to mean a range of approximately 15,000 to 45,000 square feet of office, hotel and/or retail buildings to be located within the Phase 3 Property of the Project Site, which Additional Commercial Buildings shall be used for (i) other high-quality food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site, or (ii) for the uses described on **Exhibit N** attached hereto;

(e) The "Office Building" shall be deemed to mean an approximately four (4) story Class-A multi-tenant office building with approximately 60,000 square feet, located within the Phase 4 Property of the Project Site, which Office Building will serve as the Scavuzzo's administrative office headquarters, and may include such features as a test kitchen, conference rooms, culinary arts programming, and may also be leased to other third-party tenants;

(f) The "Initial Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Food Service Center;

(g) The "Other Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Improvements in the various Phases of the Project, respectively, which were not otherwise provided by Developer in the Initial Infrastructure; and

(h) The "Parking Improvements" in the Project shall be deemed to mean surface parking improvements containing the number of spaces required by the Applicable Laws and Requirements for each of the Improvements.

(i) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission. Developer may develop sign criteria for the entire Project Site.

(j) Developer's development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

(k) The Project described in this Section 2.2 and Section 2.3 below shall not be amended or modified without the prior written consent of the UG, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3 Phasing of the Project. The parties agree that the Project is contemplated to be constructed in multiple phases (each a "Phase" or collectively "Phases"), as described below. The parties hereby agree that the Phases shall be as follows:

(a) Phase 1: The design, construction and development of (i) the Food Service Center; (ii) the Solar Field; (iii) the Initial Infrastructure, and (iv) any Parking Improvements required to park the Food Service Center and Solar Field, all within Project Area 1 of the TIF District, as generally depicted on **Exhibit G** attached hereto, shall constitute a first Phase of the Project ("Phase 1");

(b) Phase 2: The design, construction and development of (i) the Retail Improvements; (ii) any Other Infrastructure not previously provided in the Initial Infrastructure, and (iii) any Parking Improvements required to park the Retail Improvements, all within Project Area 2 of the TIF District and the Retail CID, as generally depicted on **Exhibit G** attached hereto, shall constitute the second Phase of the Project ("Phase 2"); and

(c) Phase 3: The design, construction and development of (i) the Additional Commercial Buildings, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Additional Commercial Buildings, all within Project Area 3 of the TIF District, as generally depicted on **Exhibit G** attached hereto, shall constitute the third Phase of the Project ("Phase 3");

(d) Phase 4: The design, construction and development of (i) the Office Building, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Office Building, all within Project Area 4 of the TIF District, as generally depicted on **Exhibit G** attached hereto, shall constitute the fourth Phase of the Project ("Phase 4").

2.4 Transfer of Project Site to Developer. The UG and/or the WCLB owns the real property that comprises the Project Site. Subject to the terms and conditions hereof and satisfaction of the conditions set forth in Section 3.1 below, Developer shall close on acquisition of the portion(s) of the Project Site needed for each respective Phase of the Project prior to commencing construction on the applicable Phase. The portions of the Project Site needed for each Phase are legally described on **Exhibit H** attached hereto (including the "Phase 1 Property", the "Phase 2 Property", the "Phase 3 Property" and the "Phase 4 Property"). At Closing (as defined in Section 5.1 below) for each respective Phase, the UG shall convey (and with respect to the undermined portions of the Phase 1 Property, the UG shall cause the WCLB to convey) the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or the Phase 4 Property, as applicable, to Developer pursuant to one or more quitclaim deeds (each, a "Deed" and collectively, "Deeds"), subject only to the provisions set forth in this Section 2.4 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). In consideration for the Deed for the Phase 1 Property, Developer shall pay an amount equal to One Hundred Dollars ($100) at Closing. In consideration for the Deeds for each of the Phase 2 Property, the Phase 3 Property and the Phase 4 Property, respectively, Developer shall pay an amount equal to Three Hundred and Fifty Thousand Dollars ($350,000) each at Closing (collectively, an amount equal to $1,050,000, which may be referred to herein as the "Purchase Price"). The parties hereby further agree as follows:

(a) Developer's Investigations. For a period of one hundred twenty (120) days after the Effective Date (the "Due Diligence Period"), the UG shall allow Developer access to the Project Site for purposes of inspecting the Project Site, including the right to testing of same (the "Investigations"); provided, however, that: (i) Developer must schedule such Investigations with the UG; (ii) Developer shall provide the UG with a copy of any written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors or attorneys as reasonably necessary to advise Developer with regard to the Investigations; (iv) Developer shall repair any and all damage caused by the Investigations, and shall restore the Project Site to the condition it was in prior to such Investigations; and (v) Developer agrees to indemnify and hold the UG and the WCLB, and their agents, officers, contractors and employees (the "UG Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the UG Parties) which result from or arise out of any Investigations by Developer or its authorized representatives pursuant to this Section 2.4(a). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. If Developer is not satisfied in all respects as to the condition of the Project Site in its sole discretion, then Developer shall have the right, exercisable by written notice given to the UG on or before the expiration of the Due Diligence Period, to terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to this Section 2.4(a) before expiration of the Due Diligence Period, then Developer shall be deemed to have waived this condition and accepted the Project Site "**as is, where is**," without representations or warranties from the UG or the WCLB of any kind whatsoever. Developer hereby agrees that it is relying solely on its own Investigations of the Project Site and not on any information provided or to be provided by the UG, its officers, or agents, and that if Developer does not exercise its right to cancel and terminate under this Section 2.4(a), or the other conditions set forth in Section 3.1 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the Project Site and all parts and aspects thereof.

(b) Right of Reversion. Developer hereby agrees that the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, shall be subject to a right of reversion in favor of the UG (a "Reversionary Interest") in the event that, subject to Force Majeure: (i) commencement of construction of the applicable Phase of the Project has not occurred on or before the applicable Commencement Date set forth in Section 6.10 below; and/or (ii) construction of the applicable Phase of the Project timely commenced, but completion of construction of the Phase 1 Minimum Improvements (as defined in Section 2.5 below), the Phase 2 Minimum Improvements (as defined in Section 2.6 below), the Phase 3 Minimum Improvements (as defined in Section 2.7 below) and the Phase 4 Minimum Improvements (as defined in Section 2.8 below), as applicable, has not occurred on or before the applicable Completion Date set forth in Section 6.11 below; provided that, if construction has commenced on the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements, or Phase 4 Minimum Improvements, as applicable, but Substantial Completion has not occurred on all of such Improvements by the applicable Completion Date set forth in Section 6.11 below, then (x) the Reversionary Interest shall only apply to that portion of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, on which construction has not been Substantially Completed, and (y) the UG shall not exercise its Reversionary Interests on any portions of the Improvements if and to the extent that Developer has commenced construction and is diligently pursuing the same to completion (for a period not to exceed twelve (12) months after the Completion Date). In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional sixty (60) days to cure (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question within the additional sixty (60) days, the UG shall have the right, in its discretion, to exercise its Reversionary Interest as to any applicable portion(s) of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable. The UG shall not reimburse Developer for any losses or costs associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released for any portion(s) of the Project Site on which construction has commenced and

Substantially Completed, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter (but in any event, no later than ten (10) business days following a request by Developer for the same. For purposes of this Agreement, the words "commence construction" and "commencement of construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements.

2.5 Developer's Obligations to Construct and Complete the Phase 1 Improvements. If and to the extent that Developer closes on the Phase 1 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Food Service Center, as described in Recital A and Section 2.2(a) above; and (b) the Initial Infrastructure, as described in Section 2.2(f) above (collectively, the "Phase 1 Minimum Improvements"). Developer hereby agrees to complete the Phase 1 Minimum Improvements on or before the Completion Date set forth in Section 6.11(a) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 1 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(a) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 1 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) terminate Developer's access to the Pay-Go TIF Financing (as defined in Section 4.2(d) below) generated by the Phase 1 Property; and/or (iii) terminate this Agreement and exercise any other applicable remedies under Section 9.2 below.

2.6 Developer's Obligations to Construct and Complete the Phase 2 Improvements. If and to the extent that Developer closes on the Phase 2 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Retail Improvements, as described in Recital A and Section 2.2(c) above; and (b) the Other Infrastructure in Phase 2 of the Project, as described in Recital A and Section 2.2(g) above (collectively, the "Phase 2 Minimum Improvements"). Developer hereby agrees to complete the Phase 2 Minimum Improvements on or before the Completion Date set forth in Section 6.11(b) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 2 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(b) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 2 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) divert TIF Proceeds (as defined in Section 4.2(b) below) to the Alternative TIF Fund pursuant to the terms of Section 4.2(d)(iii) below; (iii) reduce the CID Proceeds (as defined in Section 4.3(b) below); or (iv) terminate this Agreement with respect to the Phase 2 Property.

2.7 Developer's Obligations to Construct and Complete the Phase 3 Improvements. If and to the extent that Developer closes on the Phase 3 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) at least fifteen thousand (15,000) square feet of the Additional Commercial Buildings in the categories # 1 and # 2 of the list of Additional Commercial Building uses set forth on **Exhibit N** or as described in Section 7.2(c)(xxv)(i); and (b) the Other Infrastructure in Phase 3 of the Project, as described in Section 2.2(g) above (collectively, the "Phase 3 Minimum Improvements"). Developer hereby agrees to complete the Phase 3 Minimum Improvements on or before the Completion Date set forth in Section 6.11(c) below. Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 3 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(c) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 3 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) reduce the TIF Cap by ten percent (10%); (iii) reduce the CID Proceeds by ten percent (10%) for each reimbursement disbursed to Developer; and/or (iv) terminate this Agreement with respect to the Phase 3 Property. Notwithstanding the foregoing, if Developer shall fail to timely complete all of the Phase 3 Minimum Improvements on or before the Completion Date and the UG reduces the TIF Cap and CID Proceeds as set forth in the prior sentence, then Developer may earn reinstatement of five percent (5%) of the TIF Cap and CID Proceeds if and to the extent that Developer shall complete all of the Phase 3 Minimum Improvements on or before a date that is 60 months of the Completion Date therefor.

2.8 Developer's Obligations to Construct and Complete the Phase 4 Improvements. If and to the extent that Developer closes on the Phase 4 Property, Developer hereby covenants and contractually agrees to fully construct and complete: (a) the Office Building, as described in Recital A and Section 2.2(e) above; and (b) the Other Infrastructure in Phase 4 of the Project, as described in Section 2.2(g) above (collectively, the "Phase 4 Minimum Improvements"). Developer hereby agrees to complete the Phase 4 Minimum Improvements on or before the Completion Date set forth in Section 6.11(d) below.

(a) Subject to Force Majeure, if Developer shall fail to timely complete any of the Improvements constituting the Phase 4 Minimum Improvements in accordance with the Completion Date set forth in Section 6.11(d) below, then the UG may: (i) exercise its Reversionary Interest as to all applicable portion(s) of the Phase 4 Property pursuant to the Reversionary Interest Notice as provided in Section 2.4(b) hereof; (ii) reduce the TIF Cap by ten percent (10%); and/or (iii) terminate this Agreement with respect to the Phase 4 Property. Notwithstanding the foregoing, if Developer shall fail to timely complete all of the Phase 4 Minimum Improvements on or before the Completion Date and the UG reduces the TIF Cap as set forth in the prior sentence, then Developer may earn reinstatement of five percent (5%) of the TIF Cap if and to the extent that Developer shall complete all of the Phase 4 Minimum Improvements on or before a date that is 60 months of the Completion Date therefor.

(b) Also, if at any time during the Term, Developer, Scavuzzo's, or any Affiliate of Developer or Scavuzzo's shall develop, construct, lease or otherwise acquire an alternative headquarters facility outside of Wyandotte County, Kansas, then the parties hereby agree that the UG will also have the following remedies, in the UG's sole and absolute discretion: (x) terminate Developer's access to the Pay-Go TIF Financing; (y) reduce the TIF Cap; and/or (z) terminate this Agreement and exercise any other applicable remedies under Section 9.2 below.

(i) For purposes hereof, the parties hereby understand and agree that Developer, Scavuzzo's, and Affiliates of Developer may have small offices and personnel located in other locations outside of the Kansas City metropolitan area, provided that such offices are not the headquarters facility for Developer, Scavuzzo's, and/or any of its Affiliates.

(ii) If and only to the extent that all of the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements, and Phase 4 Minimum Improvements have been completed, and thereafter Developer, Scavuzzo's and/or any of their Affiliates are acquired by a larger company with greater net worth than that of Developer, Scavuzzo's or the Affiliate acquired by said company (the "Acquiring Company"), and the headquarters facility (or a portion thereof) is relocated to and consolidated with the headquarters of the Acquiring Company, then the UG agrees that it will not exercise the remedies described in Section 2.8(b) above.

2.9 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents (as defined in Annex 1). The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3
CONDITIONS

3.1 Conditions. The issuance and delivery to Developer of any public financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

(a) Phase 1 Conditions.

(i) Private Financing. Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds, are sufficient to complete the Phase 1 Minimum Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 1 Property. Developer shall close on its acquisition of the Phase 1 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(iv) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for Phase 1 Minimum Improvements as required by all Applicable Laws and Requirements; and

(v) Project Plan Approval. The UG's Commission shall have approved the Project Area 1 Plan.

(vi) BPU Agreement. Prior to construction and development of the Solar Field, Developer and BPU shall enter into a written agreement to govern Developer's operation of the Solar Field and the use and transmission of energy therefrom, which agreement shall be acceptable to the UG and the BPU in their respective sole discretion, or the UG shall have waived this condition in writing.

(b) Phase 2 Conditions.

(i) Private Financing. With respect to that portion of the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party), Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds and CID Proceeds, are sufficient to complete the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party). Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 2 Property. Developer shall close on its acquisition of the Phase 2 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) CID Approval. The UG's Commission shall have approved the Retail CID by approval of the Retail CID Ordinance described in Recital J above, or Developer shall have waived this requirement in writing;

(iv) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(v) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Phase 2 Minimum Improvements that Developer intends to construct (as opposed to a third party) as required by all Applicable Laws and Requirements;

(vi) Project Plan Approval. The UG's Commission shall have approved the Project Area 2 Plan; and

(vii) Retail Leases. Developer shall provide to the UG copies of leases or purchase agreements with reputable retail users for at least sixty-five percent (65%) of the Phase 2 Minimum Improvements square footage.

(c) Phase 3 Conditions.

(i) Private Financing. With respect to that portion of the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party), Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds and CID Proceeds, are sufficient to complete the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party). Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 3 Property. Developer shall close on its acquisition of the Phase 3 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) Amendment to Agreement. The UG and Developer shall have agreed upon the scope and specifications for the Additional Commercial Buildings, as described in Section 2.7, which scope and specifications shall be memorialized in an amendment to this Agreement.

(iv) CID Approval. The UG's Commission shall have approved the Retail CID by approval of the Retail CID Ordinance described in Recital J above, or Developer shall have waived this requirement in writing;

(v) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(vi) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Phase 3 Minimum Improvements that Developer intends to construct (as opposed to a third party) as required by all Applicable Laws and Requirements;

(vii) Project Plan Approval. The UG's Commission shall have approved the Project Area 3 Plan; and

(viii) Retail Leases. Developer shall provide to the UG copies of leases or purchase agreements with reputable retail users for at least sixty-five percent (65%) of the Phase 3 Minimum Improvements square footage.

(d) Phase 4 Conditions.

(i) Private Financing. Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds, are sufficient to complete the Phase 4 Minimum Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG.

(ii) Acquisition of the Phase 4 Property. Developer shall close on its acquisition of the Phase 4 Property subject to Sections 2.4 and 5.1, or the UG shall have waived this requirement (in whole or in part) in writing, in its sole discretion;

(iii) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(iv) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for Phase 4 Minimum Improvements as required by all Applicable Laws and Requirements;

(v) Project Plan Approval. The UG's Commission shall have approved the Project Area 4 Plan; and

(vi) Office Leases. Developer shall provide to the UG copies of leases with Scavuzzo's and -- if necessary -- reputable users for at least fifty percent (50%) of the space in the Office Building.

3.2 Termination. In the event that the Phase 1 Conditions set forth in Section 3.1(a) above are not met or waived on or prior to the Phase 1 Property Closing Deadline set forth in Section 5.1 below, then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement: (i) this Agreement shall terminate, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of [December 15, 2017], as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Satisfaction of Conditions. Upon satisfaction of the Public Financing Conditions for each of Phase 1, Phase 2, Phase 3, and Phase 4 set forth in Section 3.1 above, the UG shall, at the request of Developer, issue a certificate or a letter confirming and agreeing the Public Financing Conditions for such Phase have been fully satisfied for purposes of this Agreement, and the parties agree that such Public Financing Conditions with respect to such Phase shall be deemed to be fully satisfied for all purposes of this Agreement thereafter.

ARTICLE 4
FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit I**, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including TIF Proceeds, CID Proceeds, and IRBs, as well as private equity and debt. Developer, its successors and assigns, using private equity and debt (the "Private Funds"), will initially advance all of the costs for the design, development and construction of the Project, or applicable portions thereof in accordance with this Agreement. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain TIF Eligible Expenses and CID Eligible Expenses paid for by Developer, its successors or assigns, from and to the extent of the TIF Proceeds and CID Proceeds collected during the Term.

4.2 TIF District. It is contemplated by the parties that the Project shall be funded in part by TIF Proceeds. Developer has identified certain Project Costs which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are for hard construction costs for site work and/or infrastructure, identified as "TIF Project Costs" in the Total Project Budget, and eligible for payment or reimbursement pursuant to the TIF Act (the "TIF Eligible Expenses"). The parties hereby specifically agree that the "Land Costs" described in Section 4.4(a) below shall not be TIF Eligible Expenses. In connection with the TIF District, the parties hereby agree as follows:

(a) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the Amended TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses may be financed and reimbursed with Pay-Go TIF Financing from the Incremental Real Property Taxes collected within the TIF District. Pursuant to the provisions of the Project Area 1 Plan (and any subsequent approved redevelopment project plans for each additional Project Area) and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes (as defined in Annex 1). Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. The "Incremental Real Property Taxes" means that amount of Real Property Taxes collected from within the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on December 21, 2006 (the date the

Original TIF District was established), which includes an adjustment for property removed from the Original TIF District in 2019. The Base Year Assessed Valuation of the real property within the TIF District is Eight Hundred Seventy Nine Thousand, Six Hundred Sixty Five Dollars ($879,665.00)

(b) TIF Proceeds. The revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee (as defined in Section 4.2(f) below), constitute the "TIF Proceeds". Except as set forth in Section 4.2(d)(iii) below, the TIF Proceeds shall be used to pay or reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the TIF Proceeds shall be used to pay for anything but site work, infrastructure and other hard construction costs without the prior approval of the UG, in its sole discretion.

(c) Property Tax TIF Fund. Subject to the provisions set forth in Section 4.2(d)(iii) below, during the existence of the TIF District, all Incremental Real Property Taxes generated within the TIF District shall be deposited into a separate fund (the "Property Tax TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement (including Section 4.2(d)(iii) below), the parties hereby agree that all of the TIF Proceeds shall be disbursed by the UG to Developer from the Property Tax TIF Fund on a pay-as-you-go basis ("Pay-Go TIF Financing") to reimburse Developer for TIF Eligible Expenses, if and to the extent that: (1) there are sufficient TIF Proceeds in the Property Tax TIF Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7 below, (3) Developer has not already been reimbursed for TIF Eligible Expenses in an amount equal to the TIF Cap (as defined in Section 4.2(d)(ii) below), and (4) the Term has not yet expired. The parties further agree as follows:

(i) TIF Collection Period. The Incremental Real Property Taxes shall be collected within each Project Area of the TIF District for a period that commences on the effective date of the ordinance approving a TIF redevelopment project plan for each such Project Area (the "TIF Project Area Commencement Date") and ending on that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (ii) twenty (20) years from the TIF Project Area Commencement Date (the "TIF Collection Period"), provided however that in no event shall the TIF Collection Period for any of the Project Areas end later than August 1, 2044. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that collection of Incremental Real Property Taxes within each Project Area is limited to a period of twenty (20) years from the respective TIF Project Area Commencement Date, and the UG shall have the right to remove a Project Area from the TIF District upon expiration of the Project Area's TIF Collection Period. In other words, the UG shall remove Project Area 1 from the TIF District twenty (20) years after the TIF Project Area Commencement Date for Project Area 1, and upon such removal, the UG shall revise the Base Year Assessed Valuation of the TIF District to reflect the Base Year Assessed Valuation of the remaining real property within the TIF District. The UG shall repeat this process to remove Project Area 2, Project Area 3 and Project Area 4 from the TIF District twenty (20) years after the TIF Project Area Collection Date for Project Area 2, Project Area 3 and Project Area 4, respectively. At the end of the TIF Collection Period, the parties understand and agree that the UG shall no longer deposit Incremental Real Property Taxes into the Property Tax TIF Fund, and Developer shall have no further access to such Incremental Real Property Taxes to reimburse or pay for TIF Eligible Expenses.

(ii) TIF Cap. The TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing shall in no event exceed Eleven Million Three Hundred Sixteen Thousand Three Hundred Thirty-Three Dollars ($11,316,333) (the "TIF Cap"). However, the parties hereby understand and agree that if and to the extent that (x) Developer shall timely complete and open the Phase 2 Minimum Improvements as described in Section 6.11(b), the TIF Cap shall be increased by Eight Million One Hundred Thirty Seven Thousand Seven Hundred Seventy Dollars ($8,137,770) for a total TIF Cap of Nineteen Million Four Hundred Fifty Four Thousand One Hundred Three Dollars ($19,454,103); and (y) Developer shall timely complete and open the Phase 4 Minimum Improvements as described in Section 6.11(d), the TIF Cap shall be increased by Eight Million Four Hundred Twenty Eight Thousand Four Hundred Ninety Nine Dollars ($8,428,499) for a total TIF Cap of Twenty Seven Million Eight Hundred Eighty Two Thousand Six Hundred Two Dollars ($27,882,602). For Phase 3, the parties hereby agree that if and to the extent that (A) Developer shall timely complete and open the Phase 3 Minimum Improvements as described in Section 6.11(c), the TIF Cap described in the prior sentence shall be increased by Two Million Nine Hundred Thousand Dollars ($2,900,000); (B) Developer shall complete and open at least 15,000 square feet of Additional Commercial Buildings beyond the Phase 3 Minimum Improvements (at least 30,000 square feet of Additional Commercial Buildings) on or before that date which is one hundred and twenty (120) months after the Closing on the Phase 3 Property, the TIF Cap described in the prior sentence shall be increased by another Two Million Dollars ($2,000,000; an additional $4,900,000 of TIF Cap for Phase 3), and (C) Developer shall complete and open at least 30,000 square feet of Additional Commercial Buildings beyond the Phase 3 Minimum Improvements (at least 45,000 square feet of Additional Commercial Buildings) on or before that date which is one hundred and twenty (120) months after the Closing on the Phase 3 Property, the TIF Cap described in the prior sentence shall be increased by another Two Million Dollars ($2,000,000; an additional $6,900,000 of TIF Cap for Phase 3). The TIF Cap shall, for all purposes set forth herein, operate as a cap on the use of TIF Proceeds for reimbursement of any and all TIF Eligible Expenses. Once Developer has received an amount equal to the TIF Cap in reimbursements of TIF Eligible Expenses through Pay-Go TIF Financing, the parties understand and agree that the Developer's access to the Pay-Go TIF Financing shall thereafter terminate.

(iii) Alternative TIF Fund; Reduction of Available TIF Proceeds. The parties hereby understand and agree that the timely construction of the Retail Improvements is critical to the UG, and an important condition to the UG's agreements to provide access to the TIF Proceeds hereunder. Accordingly, Developer hereby understands and agrees that Developer's access to 100% of the TIF Proceeds is hereby expressly conditioned upon Developer's timely completion and opening of the Phase 2 Minimum Improvements on or before the Completion Date set forth in Section 6.11(b) below. Notwithstanding anything set forth in this Agreement to the contrary, if Developer shall fail to complete and open the Phase 2 Minimum Improvements on or before the Completion Date described in Section 6.11(b) below, then the UG shall establish an alternative TIF Fund (the "Alternative TIF Fund") and an amount equal to ten percent (10%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund. Further, Developer understands and agrees that if any such failure to complete and open the Phase 2 Minimum Improvements shall continue after the Completion Date set forth in Section 6.11(b) below, then: (a) if the Phase 2 Minimum Improvements shall not be opened by a date that is one (1) year after the Completion Date in Section 6.11(b), then an amount equal to twenty percent (20%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; (b) if the Phase 2 Minimum Improvements shall not be opened by a date that is two (2) years after the Completion Date in Section 6.11(b), then an amount equal to thirty percent (30%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; (c) if the Phase 2 Minimum Improvements shall not be opened by a date that is three (3) years after the Completion Date in Section 6.11(b), then an amount equal to forty percent (40%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund; and finally, (d) if the Phase 2 Minimum Improvements shall not be opened by a date that is four (4) years after the Completion Date in Section 6.11(b), then an amount equal to fifty percent (50%) of the TIF Proceeds shall be diverted to the Alternative TIF Fund. Developer understands and agrees that it shall not have access to any TIF Proceeds in the Alternative TIF Fund, which may be used by the UG for eligible TIF costs and expenses within the TIF District in the UG's sole and absolute discretion. If any funds are diverted to the Alternative TIF Fund pursuant to the terms hereof, once the Phase 2 Minimum Improvements are completed, no further TIF Proceeds will be diverted to the Alternative TIF Fund thereafter.

(iv) Interest on TIF Project Costs. The UG and Developer hereby understand and agree that Developer shall be entitled to reimbursement for interest on its TIF Eligible Expenses, which interest shall not exceed the lesser of (a) Developer's actual private financing costs for such TIF Eligible Expenses, or (b) six and one-half percent (6.5%). Additionally, Developer hereby understands and agrees that for all Phases of the Project, reimbursable interest on TIF Eligible Expenses shall commence to accrue when any such TIF Eligible Expenses are certified, except: (x) if the Phase 2 Minimum Improvements are not completed by the Completion Date set forth in Section 6.11(b), interest shall not begin to accrue on TIF Eligible Expenses related to Phase 1 and Phase 2 until the Phase 2 Minimum Improvements have been completed; and (y) if the Phase 3 Minimum Improvements or Phase 4 Minimum Improvements are not completed by the relevant Completion Date set forth in Section 6.11 hereof, interest shall not begin to accrue on TIF Eligible Expenses in that particular Phase until the Minimum Improvements for that Phase have been completed.

(v) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go TIF Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go TIF Financing as provided in this Agreement.

(e) No TIF Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go TIF Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses or any other Project Costs.

(f) TIF Administrative Fee. The Incremental Real Property Taxes deposited into the Property Tax TIF Fund shall be used from time to time to pay an annual administrative fee for the TIF District (the "TIF Administrative Fee"). The TIF Administrative Fee shall be an amount equal to the greater of Seven Thousand Five Hundred Dollars ($7,500) per year or one percent (1%) of the Incremental Real Property Taxes deposited into the Property Tax TIF Fund from time to time during the Term. The TIF Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes are received by the UG.

(g) Deadlines to Propose Redevelopment Project Plans for Project Areas. The parties hereby agree that Developer shall propose redevelopment project plans for Project Areas 2, 3 and

4 to be advanced to the UG's Commission for consideration on or before the deadlines set forth below:

(i) Project Area 2 Deadline: July 15, 2021 (the "Project Area 2 Plan Deadline");

(ii) Project Area 3 Deadline: July 15, 2022 (the "Project Area 3 Plan Deadline"); and

(iii) Project Area 4 Deadline: July 15, 2024 (the "Project Area 4 Plan Deadline").

If Developer should fail to submit a redevelopment project plan for Project Area 2, Project Area 3 and/or Project Area 4 to be considered by the UG's Commission on or before the applicable deadline set forth above, then Developer hereby understands and agrees that rights to any Pay-Go TIF Financing for the applicable Project Area shall be automatically waived by Developer and of no further force and effect.

4.3 Retail CID. It is contemplated by the parties that the CID Proceeds shall only be used to pay for the costs of retail improvements within Project Area 2 and Project Area 3 of the Project. Developer has identified certain hard site improvement and construction costs which may be reimbursed with CID Proceeds as set forth in the Total Project Budget as "CID Project Costs", which is attached as **Exhibit I**, and are eligible for payment or reimbursement pursuant to the CID Act (the "CID Eligible Expenses"). In connection with the Retail CID, the parties hereby agree as follows:

(a) Retail CID Sales Tax. Subject to the terms and conditions of this Agreement and the Retail CID Ordinance, the UG hereby agrees that the CID Eligible Expenses may be financed and reimbursed with Pay-Go CID Financing (defined below in Section 4.3(d) below) from the imposition of the Retail CID Sales Tax in the amount of one percent (1%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from within the Retail CID. Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the Retail CID within the timeframes required by the DOR, so that the DOR can notify tenants within the Retail CID of their requirement to collect the Retail CID Sales Tax. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Proceeds. The revenues received from the imposition of the Retail CID Sales Tax, less the Retail CID Administrative Fee (as defined in Section 4.3(f) below), constitute the "CID Proceeds". The CID Proceeds shall be collected and deposited into a Retail CID Fund (as defined in Section 4.3(c) below) and then such CID Proceeds shall be used to pay or reimburse Developer for the CID Eligible Expenses, subject to the limitations in the CID Act and provided that none of the CID Proceeds shall be used to pay for anything but site work, infrastructure and other hard construction costs for retail improvements within Project Area 2 and Project Area 3 without the prior approval of the UG, in its sole discretion.

(c) Retail CID Fund. During the existence of the Retail CID, all CID Proceeds generated within the Retail CID shall be deposited into a separate fund (the "Retail CID Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go CID Financing. The parties hereby agree that the CID Proceeds shall be disbursed by the UG to Developer quarterly from the Retail CID Fund on a pay-as-you-go basis ("Pay-Go CID Financing") to reimburse Developer for the CID Eligible Expenses, if and to the extent that: (1) there are sufficient CID Proceeds in the Retail CID Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.7 below, and (3) the Retail CID Collection Period has not yet expired. The parties further agree as follows:

(i) Retail CID Collection Period. The Retail CID Sales Tax shall be collected within the Retail CID for a period that commences on the date that the Retail CID Sales Tax is first imposed within the Retail CID up to and concluding upon that date which is twenty-two (22) years from the date that the Retail CID Sales Tax is first imposed, or the termination of this Agreement, whichever is earlier (the "Retail CID Collection Period"). At the end of the Retail CID Collection Period, the parties understand and agree that the Retail CID shall thereafter terminate, the Retail CID Sales Tax shall terminate and no longer be levied or collected within the Retail CID, and the UG shall promptly take any action required to so terminate the Retail CID and the Retail CID Sales Tax.

(ii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.7 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go CID Financing as provided in this Agreement.

(e) No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-Go CID Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses or any other Project Costs.

(f) Retail CID Administrative Fee. A portion of the CID Proceeds from the Retail CID shall be used to pay an administrative fee in an amount equal to one percent (1%) of the CID Proceeds actually received by the UG from the DOR (the "Retail CID Administrative Fee"), and Developer hereby understands and agrees that such Retail CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds into the Retail CID Fund. As and when there are sufficient CID Proceeds from the Retail CID to pay the Retail CID Administrative Fee, such Retail CID Administrative Fee shall have first priority to available CID Proceeds.

4.4 Local Sales Tax Rebate. It is contemplated by the parties that Purchase Price that Developer pays for the Phase 2 Property, the Phase 3 Property and the Phase 4 Property shall be financed and reimbursed to Developer by Sales Taxes (as defined below).

(a) Land Costs. The Parties hereby agree that Developer shall be entitled to reimbursement from Sales Taxes as described below for any portion of the Purchase Price which is actually paid by Developer, along with interest accruing at a rate of 6.5% per annum (the "Land Costs") commencing on the date such portion(s) of the Purchase Price are actually paid by Developer to the UG. For example, if (i) Developer shall close on the Phase 2 Property on July 1, 2021 and pay $350,000 of the Purchase Price on July 1, 2021, and then (ii) close on the Phase 3 Property on August 1, 2022 and pay $350,000 of the Purchase Price on August 1, 2022, then the Land Costs will include $350,000 of principal and interest at 6.5% accruing on and after July 1, 2021, and then the Land Costs will be increased by another $350,000 of principal on August 1, 2022, which shall be added to any unamortized principal from the Phase 2 Property closing, and thereafter interest will accrue on such increased principal on August 1, 2022 and thereafter. The parties hereby agree that in no event shall the Land Costs, including the interest comprising a portion of Land Costs, exceed $1,500,000.

(b) Rebate of Local Sales Taxes. Subject to Applicable Laws and Requirements, commencing on the date that Developer first pays any portion of the Purchase Price and ending on the earlier of (i) the date the Land Costs have been reimbursed in full to Developer, or (ii) the date that $1,500,000 of the Land Costs have been reimbursed to Developer, or (iii) the last day of the Term (the "Local Sales Tax Rebate Period"), the UG hereby agrees to use its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas to rebate an amount equal to one-hundred percent (100%) of the Sales Taxes generated within Project Area 1, 2, 3 and Project Area 4 (if and to the extent that Developer has closed on the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, respectively), the during the Term of this Agreement for reimbursement to Developer for the Land Costs outside of the TIF Act and structure (the "Local Sales Tax Rebates"). For purposes hereof, the term "Sales Taxes" means the general local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's then-current share of the Wyandotte County 1% sales tax, which share is currently 93.84%.

(c) Documentation of Local Sales Taxes. During the Local Sales Tax Rebate Period, Developer and its successors and assigns shall provide the UG with documentation of sales tax receipts for each business in Project Areas 1, 2, 3 and 4, indicating the type and amount of the Sales Taxes paid by such business. Developer agrees that it will itself provide (if applicable), and that it will use commercially reasonable efforts to, by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from Project Area 2 and Project Area 3, to provide, to the UG: (i) true and correct copies of all sales tax and use tax returns filed with the State with respect to sales in, on or from Project Area 2 and Project Area 3, with the same to be provided to the UG simultaneously with, or within ten (10) days after, such filing with the State; and (ii) separate monthly reports showing all sales taxes paid to the State.

(d) Local Sales Taxes Fund. During the Local Sales Tax Rebate Period, all Sales Taxes generated within Project Area 2 and Project Area 3 shall be deposited into the Local Sales Taxes Fund, which shall be established and administered by the UG in compliance with all Applicable Laws and Requirements and this Agreement.

(e) Pay-Go Reimbursement of Sales Taxes. The Sales Taxes deposited into the Local Sales Taxes Fund by the UG shall be disbursed by the UG on a pay-as-you-go basis, on a quarterly basis in four (4) quarterly disbursements from the UG after receipt by the UG of such Sales Taxes ("Pay-Go Reimbursement of Sales Taxes"), to reimburse Developer for Land Costs, if and to the extent that (i) there are Sales Taxes in the Local Sales Taxes Fund, (ii) the Local Sales Tax Rebate Period has not yet expired, and (iii) Developer has not already received Sales Taxes in an amount equal to the Land Costs (as capped above). At the end of the Local Sales Tax Rebate Period, the parties understand and agree the Local Sales Tax Rebates shall thereafter terminate.

4.5 50/50 Limitation. The TIF Proceeds and CID Proceeds collectively available to Developer for reimbursement of TIF Eligible Expenses and CID Eligible Expenses at any given time shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid from Private Funds. In other words, the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing and the reimbursement of CID Eligible Expenses from Pay-Go CID Financing are to be paid, collectively, on a 50/50 basis between Private Funds and the available TIF Proceeds and CID Proceeds, and there shall not at any time during the Term be more Project Costs paid with TIF Proceeds and CID Proceeds than the amount of Project Costs paid by Private Funds and not reimbursed with TIF Proceeds and CID Proceeds, if any (the "50/50 Limitation"). However, the parties understand and agree that for purposes of this provision, Private Funds which are spent on land, legal fees and construction period interest shall not be included in the calculation of Private Funds for purposes of calculating the 50/50 Limitation. By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has incurred Project Costs (including any TIF Eligible Expenses and CID Eligible Expenses, but excluding land acquisition, legal fees, and/or construction period interest) to date of $200 (none of which has been reimbursed with TIF Proceeds and/or CID Proceeds), then Developer's maximum reimbursement for TIF Eligible Expenses and/or CID Eligible Expenses from Pay-Go TIF Financing and/or Pay-Go CID Financing is $100. However, the parties further understand and agree that if at a given point in time, Developer has incurred $225 of Project Costs, of which $125 are TIF Eligible Expenses and/or CID Eligible Expenses and $100 are not TIF Eligible Expenses or CID Eligible Expenses (and are not land acquisition, legal fees, and/or construction period interest), then: (i) at that particular time, no more than $100 of TIF Eligible Expenses and/or CID Eligible Expenses may be reimbursed with TIF Proceeds and/or CID Proceeds, but (ii) if Developer later incurs an additional $25 of Project Costs which are paid with Private Funds, then the remaining $25 of TIF Eligible Expenses and/or CID Eligible Expenses may be reimbursed with TIF Proceeds and/or CID Proceeds. Payment of Project Costs from Private Funds shall be evidenced to the UG as set forth in Section 4.8 below.

4.6 Percentage Limitation. In addition to the TIF Cap and the 50/50 Limitation set forth above, the parties hereby agree that upon completion of the Minimum Improvements and submittal of the final Certificates of Expenditure by Developer pursuant to Section 4.8 below, the TIF Cap shall be reduced if and to the extent that the TIF Eligible Expenses and CID Eligible Expenses shall be more than twenty five percent (25%) of the total Project Costs (including the Private Funds therefor). In other words, if and to the extent that the TIF Eligible Expenses and CID Eligible Expenses shall collectively be more than twenty five percent (25%) of the total Project Costs, then Developer hereby agrees that the TIF Cap shall be proportionately reduced so that the TIF Eligible Expenses and CID Eligible Expenses shall not be more than twenty five percent (25%) of the total Project Costs.

4.7 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when TIF Proceeds and CID Proceeds have begun to be collected by the UG, the UG will hold and not disburse to Developer any reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing and/or any reimbursements for CID Eligible Expenses from Pay-Go CID Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such TIF Eligible Expenses and/or CID Eligible Expenses;

(b) Developer shall have achieved Substantial Completion (as defined in Annex 1) of the Phase 1 Minimum Improvements for reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing; and

(c) Developer shall have achieved Substantial Completion of the Phase 2 Minimum Improvements for reimbursements for CID Eligible Expenses from Pay-Go CID Financing; and

(d) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder;

provided however, that Developer's failure to meet a deadline in this Agreement shall only affect the conditions precedent for disbursement of TIF Proceeds and/or CID Proceeds from the Project Area to which the deadline applied.

4.8 Certificate(s) of Expenditures for Reimbursement from TIF Proceeds and CID Proceeds. The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go TIF Financing or Pay-Go CID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit J** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month, for each of the Property Tax TIF Fund and the Retail CID Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (Property Tax TIF Fund and/or Retail CID Fund) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the TIF Proceeds and/or CID Proceeds for the designated Project Costs described in the Certificate of Expenditures and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the UG that it will only use: (i) the TIF Proceeds for TIF Eligible Expenses, and (ii) the CID Proceeds for CID Eligible Expenses.

(ii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor.

(iii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

(iv) The Certificate of Expenditures shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditures.

(v) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in Section 4.8(b)(iii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute TIF Eligible Expenses and/or CID Eligible Expenses (as the case may be).

(vi) The UG shall have sixty (60) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to the Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify the Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event the

Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the TIF Proceeds and CID Proceeds is important to the UG and the Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties.

4.9 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to the Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for any amounts due and owing to the UG; provided, however, the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees; (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for the actual amounts to which Developer is entitled by the other provisions of this Agreement.

4.10 Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "TIF Eligible Expenses" or "CID Eligible Expenses" in the Total Project Budget as set forth on **Exhibit I** may be made by Developer as long as: (a) no such increase represents more than a fifteen percent (15%) change per line item, unless otherwise approved by the County Administrator or its designee, and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the County Administrator's office with a modified Total Project Budget reflecting such change(s).

4.11 IRBs. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1740 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

ARTICLE 5
CLOSING

5.1 Closing. The term "Closing" as used in this Agreement shall be deemed to mean the dates on which Developer shall close on the acquisition of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property. Developer shall provide written notice to the UG prior to the proposed Closing date for each of the Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof, and upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable. Notwithstanding anything herein to the contrary, Closing must occur on the property for the respective Phases on or before the dates set forth below:

(a) Phase 1 Property Closing Deadline: December 31, 2019;

(b) Phase 2 Property Closing Deadline: December 31, 2021;

(c) Phase 3 Property Closing Deadline: December 31, 2022; and

(d) Phase 4 Property Closing Deadline: December 31, 2024.

If Closing on the Phase 1 Property does not occur on or before the Phase 1 Property Closing Deadline set forth above, either party shall have the right to terminate this Agreement as set forth in Section 3.2 above. If Closing on each of the Phase 2 Property, Phase 3 Property and/or Phase 4 Property does not occur on or before the respective Property Closing Deadline set forth above, then Developer shall, after the applicable notice and cure period set forth in Section 9.1(b), lose the rights to (i) acquire the Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable; (ii) develop the applicable Phase of the Project; and (iii) reimbursement from Pay-Go TIF Financing and/or CID Proceeds from Pay-Go CID Financing for the applicable Phase of the Project (as set forth on the Total Project Budget). In addition, if Developer shall fail to close on the properties for the various Phases described above by the respective Property Closing Deadlines, then the UG shall have the right to partner with other developers to develop the Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, and apply the TIF Proceeds and/or CID Proceeds generated by the applicable Phase as incentives for use by the other developers; provided, however, that if the Retail CID Collection Period has not yet commenced, the UG shall have the option to terminate the Retail CID and/or change the date that the Retail CID Sales Tax is first imposed within the Retail CID. Notwithstanding anything to the contrary herein, none of the deadlines set forth in this Agreement shall apply to the Solar Field portion of the Project Site.

ARTICLE 6
CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area) and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities (as defined in Annex 1) in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date (with such penalties for nonperformance as Developer reasonably deems necessary).

6.4 Implementation of Construction Documents. Developer agrees with the UG that it will: (a) perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

6.8 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the

Project. Additionally, Developer agrees that it shall report monthly to the UG on its leasing prospects and activity for the Retail Improvements until such time as the Phase 2 Minimum Improvements have been completed and opened, and the UG agrees that all information shared regarding potential commercial users will be kept confidential, subject to the requirements of the Kansas Open Records Act and any other Applicable Laws and Requirements.

6.10 Commencement Dates. Developer hereby agrees that, subject only to Force Majeure, Developer shall:

(a) "Commence Construction" (as defined in Annex 1) of the Phase 1 Minimum Improvements of the Project as described in Section 2.5 on or before that date which is sixty (60) days after Closing on the Phase 1 Property;

(b) Commence Construction of Phase 2 Minimum Improvements of the Project as described in Section 2.6 on or before that date which is sixty (60) days after Closing on the Phase 2 Property;

(c) Commence Construction of Phase 3 of the Project as described in Section 2.7 on or before that date which is sixty (60) days after Closing on the Phase 3 Property; and

(d) Commence Construction of Phase 4 of the Project as described in Section 2.8 on or before that date which is sixty (60) days after Closing on the Phase 4 Property.

Each of the foregoing is a "Commencement Date" hereunder, and collectively, the "Commencement Dates".

6.11 Completion Dates. Developer further agrees that, subject only to Force Majeure, Developer shall:

(a) Substantially Complete the Phase 1 Minimum Improvements within twenty-four (24) months after the Closing on the Phase 1 Property;

(b) Substantially Complete the Phase 2 Minimum Improvements within thirty six (36) months after the Closing on the Phase 1 Property;

(c) Substantially Complete the Phase 3 Minimum Improvements within thirty six (36) months after the Closing on the Phase 3 Property; and

(d) Substantially Complete the Phase 4 Minimum Improvements within twenty-four (24) months after the Closing on the Phase 4 Property.

Each of the foregoing is a "Completion Date" and collectively, the "Completion Dates".

ARTICLE 7
USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of: (a) the last day of the Retail CID Collection Period, or (b) the last day of the TIF Collection Period (the "Term"). Notwithstanding the foregoing or anything in this Agreement to the contrary, the UG hereby agrees that Developer may terminate this Agreement by thirty (30) days prior written notice to the UG at any time during the Term of this Agreement after completion of the Minimum Improvements. Upon any such termination by Developer, the parties hereby agree that the UG may, in its discretion, terminate: (i) reimbursements to Developer through Pay-Go TIF Financing, (ii) reimbursements to Developer through Pay-Go CID Financing, (iii) the Retail CID, and/or (iv) the TIF District.

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only for a first-class mixed use development, including industrial, distribution and manufacturing, hotel, warehouse, office, restaurant and retail uses, multi-family residential, and solar energy production (the "Permitted Uses"). Notwithstanding the foregoing, Developer hereby understands and agrees that (i) it shall be expressly prohibited to use, develop or allow the use of any portion of the Project Site other than Project Area 1 for industrial, distribution, warehouse and/or manufacturing uses, and (ii) it shall be expressly prohibited for Developer (or anyone operating by or through Developer) to sell or resell solar energy to tenants of the Project or other third parties.

(b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(c) Additionally, Developer hereby understands and agrees that the nature of the retail uses within the TIF District and Retail CID were critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the TIF District and Retail CID, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility (except where operated as part of a high-quality and reputable gas station or convenience store).

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal, except that this provision shall not be deemed to include the operation within the TIF District of the Food Service Center or loading docks attached to the Additional Commercial Buildings.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(ix) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the TIF District and/or Retail CID, or elsewhere within the TIF District and/or Retail CID subject to the approved final Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area) and in compliance with all Applicable Laws and Requirements.

(x) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the TIF District and/or Retail CID to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xi) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that complies with Environmental Regulations (as defined in Annex 1) and other Applicable Laws and Requirements.

(xii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above, provided however that a non-commercial vehicle repair building shall be allowed for use in connection with the Food Service Center in Project Area 1.

(xiv) Any mortuary or funeral home.

(xv) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation within the TIF District and/or Retail CID of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvi) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives seventy percent (70%) or more of its gross receipts from the sale of alcoholic beverages.

(xvii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

(xviii) Any hookah bars or other establishment with a primary focus on smoking.

(xix) Pay-day or title loan facilities.

(xx) Any seasonal tax preparation facilities; provided however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxi) Any store or business that uses "street marketing" of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiii) A flea market.

(xxiv) For a period commencing on the Effective Date and ending on that date which is ten (10) years after Developer closes on the Phase 3 Property, any restaurant or retail store which is located within one (1) mile of intersection of State Avenue and 47th Street (which restriction shall be deemed to include an additional location or a relocation of any such restaurant or retail store);

(xxv) Project Area 3 of the Project Site may only be used for (i) food service providers who may or may not be strategic business partners of Scavuzzo's, but who – along with Scavuzzo's – would help to create a "food service facility campus" at the Project Site, or (ii) for the uses described on **Exhibit N** attached hereto;

(xxvi) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG’s Code of Ordinances. The UG's Commission may grant variances to the restrictions set forth in this Section 7.2(c) from time to time in its sole and absolute discretion. At the first Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2(c) and record the same against the real property within the TIF District and/or Retail CID, which restrictions shall be effective and run with the land for the Term of this Agreement.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class mixed use developments in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the

Development Plan, and the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The UG's remedies for any failure to pay taxes, assessments and other governmental charges (including ad valorem property taxes) as set forth herein shall be limited to those remedies that are available to the UG in its capacity as a tax collection authority under Applicable Laws and Requirements. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the IRB financing and disbursements from the Property Tax TIF Fund and Retail CID Fund for the Project may be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage (as defined in Annex 1), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project. Developer hereby acknowledges and agrees that WCLB staff may conduct inspections of the undermined portions of the Phase 1 Property every sixty (60) days. These inspections by WCLB shall comply with the provisions of Section 7.15 below.

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit K**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars ($500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

7.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer, and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), to the extent insurance proceeds are made available to Developer, Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG (and WCLB) at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Area 1 Plan (and the approved redevelopment project plans for each additional Project Area), the TIF District, the Retail CID, the formation of the TIF District and collection of the Incremental Real Property Taxes and the terms thereof, the formation of the Retail CID and imposition of the Retail CID Sales Tax and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument with respect to liability or claims arising during the Term.

7.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage (as defined in Annex 1) and as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG, which will not be unreasonably withheld: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any direct interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete and operate the Project according to the terms hereof (or, if applicable, to the portion of the Project related to the portion of the Project Site involved). If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof as it relates to the Project and the Project Site (or, if applicable, to the portion of the Project and Project Site involved) by entering into an Acknowledgement and Assumption Agreement in the form set forth on **Exhibit M**, which shall be recorded against the Project Site, at which time the Developer will be released from any and all obligations hereunder related to that portion of the Project Site if and only to the extent the Assignee fully assumes all such obligations. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of portions of the Retail Improvements, the Additional Commercial Buildings and the Office Building to reputable tenants;

(b) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, sell or ground lease pad sites within Project Area 2 and Project Area 3 to end users who plan to develop and open on such pad sites within two (2) years of such sale or ground lease (the "End Users"); provided, however, that (i) the End User shall assume and agree to pay and perform each and all of the terms and provisions hereof as it relates to the portion of the Project Site involved by entering into an Acknowledgement and Assumption Agreement in the form set forth on **Exhibit M**, which shall be recorded against the Project Site, and (ii) the End User will commit to complete and open their project on the pad site within two (2) years of closing. In the event of a transfer to an End User, following the recording of the Acknowledgement and Assumption Agreement, Developer will be released from all obligations hereunder related to that portion of the Project Site.

(c) Developer may, without further approval of the UG, but still subject to this Section 7.13, transfer all or a portion of the Project Site to a transferee entity provided that the Controlling Person or Entity (as defined in Section 7.13(d) below) of such transferee entity is also the Controlling Person or Entity of the Developer (an "Affiliate Transfer"); provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project transferred, and (ii) remains liable jointly and severally with Developer therefor, unless the UG specifically agrees to release Developer in writing in its sole discretion.

(d) Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days prior to such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement.

(e) The parties acknowledge and agree that it is Developer's intent to transfer the Phase 1 Property (except for the Solar Field) to Scavuzzo's Foodie Campus, LLC, a Kansas limited liability company ("SFC"), or assign its right hereunder to acquire such land from the UG, prior to commencement of construction of the Food Service Center, at which time SFC will enter into and record against the Project Site an Acknowledgment and Assumption Agreement, and then lease the Food Service Center to Scavuzzo's. Upon completion of these contemplated transfers, each of Developer, Scavuzzo's (as long as Scavuzzo's owns or leases the Food Service Center) and SFC hereby agree and confirm that they would be jointly and severally liable to the UG for the performance of the obligations of "Developer" pertaining to the Food Service Center as set forth in this Agreement, as amended from time to time.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

7.15 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents (including the WCLB), shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.15

shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.16 Environmental Matters. Developer hereby agrees that by Closing on the acquisition of any portion of the Project Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing on a portion of the Project Site that was transferred at such Closing. The foregoing covenants contained in this Section 7.16 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), or, if less, the maximum rate permitted by law, and shall be payable on demand.

7.17 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8
SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer further agrees to encourage its tenants and transferees to join and become dues-paying members of the Wyandotte Economic Development Council.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its "Best Efforts" to comply with the goals set forth on **Exhibit L** (as the term "Best Efforts" is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer generally is not paying its debts as such debts become due; or Developer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Developer's receipt of written notice from the UG specifying such breach.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 9.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law (except that with respect to Developer defaults related to the failure to meet redevelopment project plan filing deadlines, acquire land from the UG, commence construction, or complete construction, this Section shall not apply and the specific remedies provided in this Agreement for any such defaults, including but not limited to those in Section 2.4, 2.5, 2.6, 2.7, 2.8, 4.2(g), and 5.1, shall apply):

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of TIF Eligible Expenses and/or CID Eligible Expenses unless and until such default is cured by the Developer; (ii) refuse to approve any further IRB financing; (iii) terminate Developer's access to the Pay-Go TIF Financing; (iv) terminate the Retail CID, the Retail CID Sales Tax, and/or Developer's access to the Pay-Go CID Financing; (v) reduce the TIF Cap and/or CID Proceeds available to Developer; (vi) terminate this Agreement; and/or (vii) use any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party as determined by a court with jurisdiction over the matter.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

(f) Other than in the case of an Affiliate Transfer, following the transfer of a portion of the Project Site pursuant to the terms of Section 7.13 hereof, including the recording of an Acknowledgment and Assumption Agreement against the Project Site, a default under an Acknowledgment and Assumption Agreement shall not be a default under this Agreement with respect to Developer and thus Developer’s rights under this Agreement, including, without limitation, the right to collect TIF Proceeds and CID Proceeds, shall not be affected. Notwithstanding the foregoing, Developer hereby understands and agrees that it shall in all cases remain fully responsible for the construction commencement and completion deadlines set forth in this Agreement and Developer understands and agrees that all of the UG's rights, remedies and the other consequences for failure to construct and complete the Improvements described in this Agreement shall remain in full force and effect.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10
MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is a Developer limited liability company duly formed and validly existing under the laws of the state of its formation. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall (1) preserve and keep in full force and effect it's corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. Other than approvals that may be required for the construction and operation of the Solar Fields, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1(a)(iii)-(v), (b)(iii)-(vi), (c)(iii)-(vii) and (d)(iii)-(v), no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

10.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Developer.

10.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

10.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

10.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

10.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

10.9 Time. Time is of the essence in this Agreement.

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101

Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

and a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com

and a copy to:

Gina Riekhof
Gilmore & Bell, P.C.
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108-2521
Telephone: (816) 221-1000
Email: griekhof@gilmorebell.com

and to Developer at:

KC Foodie Park, LLC
6550 Kansas Avenue
Kansas City, Kansas 66111
Attn: Richard Scavuzzo
Telephone: (816) 806-4301
e-mail: richard@scavuzzos.com

with a copy to:

Curtis J. Petersen, Esq.
Polsinelli, PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Telephone: (913) 234-7458
Email: cpetersen@polsinelli.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the Closing or any termination of this Agreement.

10.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

10.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 7.8 and 7.13. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.15 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ____________________, 2019, by David Alvey as Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: ___________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires
____

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

DEVELOPER:

KC FOODIE PARK, LLC, a Delaware limited liability company

By: ___________________________________

Printed Name: __________________________

Title: _________________________________

STATE OF ________________)
) SS.
COUNTY OF ______________)

This instrument was acknowledged before me on ___________________, 2019, by ________________________, as ___________________ of KC Foodie Park, LLC, a Delaware limited liability company.

Printed Name: _________________________
Notary Public in and for said State
Commissioned in ___________ County

My commission expires

____

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JOINDER OF SCAVUZZO'S, INC.

SCAVUZZO'S, INC., a Kansas corporation d/b/a **SCAVUZZO'S FOOD SERVICE COMPANY** ("Scavuzzo's"), hereby joins in this Agreement for the limited purpose of joining in Developer's obligations pertaining to Project Area 1 following completion of the Food Service Center, and Scavuzzo's hereby agrees to be jointly and severally liable with Developer for the performance of the obligations of "Developer" pertaining to Project Area 1 as set forth in this Agreement, as amended from time to time.

SCAVUZZO'S, INC., a Kansas corporation d/b/a **SCAVUZZO'S FOOD SERVICE COMPANY**

By: ____________________________________
Printed Name: ___________________________
Title: __________________________________

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on ____________________, 2019, by _________________________, as ____________________ of Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company.

Printed Name: __________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires

____

ANNEX 1
DEFINITIONS

"Acquiring Company" means a larger company with greater net worth than that of Developer, Scavuzzo's or the Affiliate, as described in Section 2.8(b)(ii).

"Additional Commercial Buildings" means a range of approximately 15,000 to 45,000 square feet of office and/or retail buildings to be located within the Phase 3 Property of the Project Site, as described in Recital A and Section 2.2(d).

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 7.13(c).

"Agreement" means this KC Foodie Park Development Agreement by and between the UG and Developer.

"Alternative TIF Fund" means the separate fund and account that the UG will establish to collect portions of the TIF Proceeds to be diverted if Developer fails to complete and open the Phase 2 Minimum Improvements, as described in Section 4.2(d)(iii).

"Amended TIF District Ordinance" means Ordinance No. O-_____-19 adopted by the UG on _______________, 2019, as described in Recital D and a copy of which is attached hereto as **Exhibit B**.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and Budget Law (K.S.A. 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG pursuant to Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on December 21, 2006 (the date the TIF District was established), as described in Section 4.2(a).

"BPU" means the Kansas City Board of Public Utilities.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer, and Permitted Mortgagee, as further described in Section 7.11(a).

"Certificate of Expenditures" means those certain certificates submitted by Developer for reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing and/or reimbursement of CID Eligible Expenses from Pay-Go CID Financing, as described in Section 4.8(a) and the form of which is attached hereto as **Exhibit J**.

"CID" or "CIDs" means community improvement district(s) established by the UG pursuant to the CID Act and this Agreement.

"CID Act" means K.S.A. 12-6a26 *et seq.*, as amended.

"CID Eligible Expenses" means those certain Project Costs which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are for hard site improvement and construction costs, identified in the Total Project Budget as "CID Project Costs", which is attached as **Exhibit I**, and are eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.3.

"CID Petition" means that certain petition to be submitted by Developer to request the formation of the Retail CID, as described in Recital I.

"CID Proceeds" means the revenues received from the imposition of the Retail CID Sales Tax, less the Retail CID Administrative Fee, as described in Section 4.3(b).

"Closing" means the date on which Developer shall close on the acquisition of the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property, as applicable, as described in Section 5.1.

"Commence Construction" and "Commencement of Construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements, as described in Section 2.4(b).

"Commencement Date" or "Commencement Dates" means the date(s) by which Developer shall "commence construction" of the Phases of the Project, as described in Section 6.10.

"Completion Date" or "Completion Dates" means the applicable date(s) identified for completion of construction of the Phases of the Project, as described in Section 6.11.

"Construction Documents" means the Developer's construction documents relative to the Improvements, as described in Section 6.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 7.13(d).

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

"Deed" or "Deeds" means one or more quitclaim deeds by which the UG conveys (and with respect to the undermined portions of the Phase 1 Property, the UG shall cause the WCLB to convey) the undermined portions of the Phase 1 Property to Developer, as described in Section 2.4.

"Developer" means KC Foodie Park, LLC, a Delaware limited liability company.

"Development Plan" means the plan for the Improvements agreed to by Developer and the UG, as described in Section 2.2.

"DOR" means the Kansas Department of Revenue.

"Due Diligence Period" means that certain period in which Developer shall complete its Investigations, as described in Section 2.4(a).

"Effective Date" means the date of this Agreement first above written.

"End Users" means those Persons to whom Developer sells or ground leases pad sites within Project Area 2 and Project Area 3 and who will develop and open on such pad sites within two (2) years of such sale or ground lease, as described in Section 7.13(b).

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Government Authorities having jurisdiction over the parties hereto or any portion of the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"50/50 Limitation" means the limitation on the reimbursement to Developer of CID Eligible Expenses from Pay-Go CID Financing and the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing, as described in Section 4.5.

"Food Service Center" means an approximately 266,000 square foot (with potential for expansion) state-of-the-art, fully-automated warehouse and distribution facility for the distribution of Scavuzzo's and others' products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space, as described in Recital A and Section 2.2(a).

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor(s) selected by Developer for the Improvements, as described in Section 6.3.

"Government Authority" or "Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Improvements" means those certain improvements to be constructed in the Project, as described in Section 2.2 and generally depicted on **Exhibit G** attached hereto.

"Incremental Real Property Taxes" means that amount of Real Property Taxes collected from the real property within the TIF District that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the TIF District as determined in accordance with the TIF Act, as described in Section 4.2(a).

"Initial Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Food Service Center, as described in Section 2.2(f).

"Insurance Specifications" means Developer's insurance requirements in connection with the Project, as described in Section 7.10 and more fully set forth in **Exhibit K**.

"Investigations" means the Developer's inspections of the Project Site, including the right to testing of same, as described in Section 2.4(a).

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1740 *et. seq*.

"Land Costs" means the Purchase Price which is actually paid by Developer, along with interest accruing at a rate of 6.5% per annum commencing on the date such portion(s) of the Purchase Price are actually paid by Developer to the UG, as described in Section 4.4(a).

"Local Sales Tax Rebates" means the UG's use of its home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas, subject to Applicable Laws and Requirements, to dedicate one-hundred percent (100%) of the Sales Taxes generated within Project Area 2 and Project Area 3 during the Term for reimbursement to Developer for the Land Costs outside of the TIF Act and structure, as set forth in Section 4.4(b).

"Local Sales Tax Rebate Period" means the period of time commencing on the date that Developer first pays any portion of the Purchase Price and ending on the earlier of (i) the date the Land Costs have been reimbursed in full to Developer, or (ii) the last day of the Term, as described in Section 4.4(b).

"Local Sales Taxes Fund" means the separate fund and account established by the UG for collection of the Sales Taxes generated within Project Area 2 and Project Area 3 within the TIF District, as described in Section 4.4(d).

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate government authorities or is required by Applicable Laws and Regulations.

"Minimum Improvements" means, collectively, the Phase 1 Minimum Improvements, Phase 2 Minimum Improvements, Phase 3 Minimum Improvements and Phase 4 Minimum Improvements.

"Office Building" means an approximately 60,000 square foot multi-tenant office building, as described in Recital A and Section 2.2(e).

"Original TIF District" means the Midtown Redevelopment District established by the UG through the adoption of the Original TIF District Ordinance, as described in Recital C.

"Original TIF District Ordinance" means Ordinance No. O-139-06 adopted by the UG on December 21, 2006 to establish the Original TIF District, as described in Recital C.

"Other Infrastructure" means all of the infrastructure improvements necessary to support the Improvements in the various Phases of the Project, which were not otherwise provided by Developer in the Initial Infrastructure, as described in Section 2.2(g).

"Parking Improvements" means any parking improvements for the Project, as described in Section 2.2(h).

"Pay-Go CID Financing" means a method of financing pursuant to which certain CID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited into the Retail CID Fund, as described in Section 4.3(d).

"Pay-Go Reimbursement of Sales Taxes" means a method of financing pursuant to which the Land Costs are paid and/or reimbursed without notes or bonds, and the Land Costs are reimbursed as Sales taxes are deposited into the Local Sales Tax Fund, as described in Section 4.4(e).

"Pay-Go TIF Financing" means a method of financing pursuant to which certain TIF Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as TIF Proceeds are deposited into the Property Tax TIF Fund, as described in Section 4.2(d).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Phase 1 Property, Phase 2 Property Phase 3 Property and/or Phase 4 Property, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on the Phase 1 Property, Phase 2 Property, Phase 3 Property and/or Phase 4 Property or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means a first-class mixed use development, which may include industrial, distribution and manufacturing, warehouse, office, restaurant and retail uses, multi-family residential, and solar energy production; provided, however, that industrial, distribution, warehouse and/or manufacturing uses are limited to Project Area 1, as described in Section 7.2(a).

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Phase" or "Phases" means the multiple phases of construction of the Project, as described in Section 2.3.

"Phase 1" means the design, construction and development of (i) the Food Service Center, (ii) the Solar Field, and (iii) the Initial Infrastructure, and (iv) any Parking Improvements required to park the Food Service Center and Solar Field, all within Project Area 1 of the TIF District, as described in Section 2.3(a) and generally depicted on **Exhibit G** attached hereto.

"Phase 1 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 1 of the Project, as described in Section 2.5.

"Phase 1 Property" means the portion of the Project Site needed for Phase 1, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 1 Property Closing Deadline" means the date by which Closing must occur on the Phase 1 Property, as more fully described in Section 5.1.

"Phase 2" means the design, construction and development of (i) the Retail Improvements, (ii) any Other Infrastructure not previously provided in the Initial Infrastructure, and (iii) any Parking Improvements required to park the Retail Improvements, all within Project Area 2 of the TIF District and the Retail CID, as described in Section 2.3(b) and generally depicted on **Exhibit G** attached hereto.

"Phase 2 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 2 of the Project, as described in Section 2.6.

"Phase 2 Property" means the portion of the Project Site needed for Phase 2, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 2 Property Closing Deadline" means the date by which Closing must occur on the Phase 2 Property, as described in Section 5.1.

"Phase 3" means the design, construction and development of (i) the Additional Commercial Buildings, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Additional Commercial Buildings, all within Project Area 3 of the TIF District, as described in Section 2.3(c) and generally depicted on **Exhibit G** attached hereto.

"Phase 3 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 3 of the Project, as described in Section 2.7.

"Phase 3 Property" means the portion of the Project Site needed for Phase 3, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 3 Property Closing Deadline" means the date by which Closing must occur on the Phase 3 Property, as described in Section 5.1.

"Phase 4" means the design, construction and development of (i) the Office Building, (ii) any Other Infrastructure, and (iii) any Parking Improvements required to park the Office Building, all within Project Area 4 of the TIF District, as described in Section 2.3(d) and generally depicted on **Exhibit G** attached hereto.

"Phase 4 Minimum Improvements" means those certain Improvements that Developer is obligated to fully construct and complete in Phase 4 of the Project, as described in Section 2.8.

"Phase 4 Property" means the portion of the Project Site needed for Phase 4, as described in Section 2.4 and legally described on **Exhibit H** attached hereto.

"Phase 4 Property Closing Deadline" means the date by which Closing must occur on the Phase 4 Property, as described in Section 5.1.

"Plans and Specifications" means the plans and specifications for the Improvements, as described in Section 6.2.

"Private Funds" means private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

"Project" means the design, development, and construction of certain improvements on the Project Site for a first-class mixed use development, as described in Recital A and Sections 2.2 and 2.3.

"Project Area" or "Project Areas" means Project Area 1, Project Area 2, Project Area 3, and/or Project Area 4 of the TIF District, as described in Recital E.

"Project Area 1" means the Project Area of the TIF District consisting of the Food Service Center and the Solar Field, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 1 Plan" means the Redevelopment Project Plan for Project Area 1 of the TIF District, as described in Recital F.

"Project Area 2" means the Project Area of the TIF District consisting of the Retail Improvements, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 2 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 2 to the UG, as described in Section 4.2(g)(i).

"Project Area 3" means the Project Area of the TIF District consisting of the Additional Commercial Buildings, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 3 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 3 to the UG, as described in Section 4.2(g)(ii).

"Project Area 4" means the Project Area of the TIF District consisting of the Office Building, as described in Recital E, legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"Project Area 4 Plan Deadline" means the date by which Developer shall submit a redevelopment project plan for Project Area 4 to the UG, as described in Section 4.2(g)(iii).

"Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and more particularly set forth on **Exhibit I** attached hereto.

"Project Site" means that property legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as described in Recital A.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Property Tax TIF Fund" means the separate fund and account established by the UG for collection of the Incremental Real Property Taxes collected within the TIF District, as described in Section 4.2(c).

"Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing contemplated under the terms of the Agreement, as described in Section 3.1.

"Purchase Price" means an amount equal to Three Hundred and Fifty Thousand Dollars ($350,000) to be paid by Developer to the UG at Closing for each of the Phase 2 Property, Phase 3 Property and Phase 4 Property, respectively, as described in Section 2.4. Collectively, the Purchase Price is $1,050,000 if and when Developer shall close on all of the Phase 2 Property, Phase 3 Property and Phase 4 Property.

"Real Property Taxes" means all taxes levied on an ad valorem basis upon land and Improvements within the TIF District.

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the IRB financing, as described in Section 3.1(a)(iii), (b)(iv), (c)(v) and (d)(iii).

"Retail CID" means the Project Site, except for the Solar Field, as described in Recital I, generally depicted on **Exhibit E-1** and legally described on **Exhibit E-2** attached hereto.

"Retail CID Administrative Fee" means the annual administrative fee for the Retail CID, as described in Section 4.3(f).

"Retail CID Collection Period" means the period of time in which the Retail CID Sales Tax is imposed and collected within the Retail CID, as described in Section 4.3(d)(i).

"Retail CID Fund" means the separate fund and account established by the UG for collection of the CID Proceeds collected within the Retail CID, as described in Section 4.3(c).

"Retail CID Ordinance" means the ordinance adopted by the UG to create the Retail CID, as described in Recital J. A copy of the Retail CID Ordinance shall be attached hereto as **Exhibit F** following approval by the UG.

"Retail CID Sales Tax" means the CID sales tax of one percent (1%) imposed within the Retail CID on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*), as described in Recital J and Section 4.3(a).

"Retail Improvements" means approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites, as described in Recital A and Section 2.2(c).

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property in the event that Developer fails to meet the conditions set forth in Section 2.4(b).

"Reversionary Interest Notice" means the written notice of default provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.4(b).

"Sales Taxes" means the local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq.*, limited to the 1% general sales tax of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax), plus the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, as described in Section 4.4(b).

"Scavuzzo's" means Scavuzzo's, Inc., a Kansas corporation d/b/a Scavuzzo's Food Service Company.

"SFC" means Scavuzzo's Foodie Campus, LLC, a Kansas limited liability company.

"Solar Field" means an approximately 26 acre solar energy field designed to provide energy for the Food Service Center, as described in Recital A and Section 2.2(b).

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt a temporary certificate of occupancy).

"Term" means the term of this Agreement as set forth in Section 7.1.

"TIF" means tax increment financing.

"TIF Act" means K.S.A. 12-1770 *et seq.*, as amended.

"TIF Administrative Fee" means the annual administrative fee for the TIF District, as described in Section 4.2(f).

"TIF Cap" means the limitation on TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, as described in Section 4.2(d)(ii).

"TIF Collection Period" means the period of time in which the Incremental Real Property Taxes is collected within the TIF District, as described in Section 4.2(d)(i).

"TIF District" means the Original TIF District, as amended by the Amended TIF District Ordinance, as described in Recital D. The TIF District is legally described on **Exhibit C-1** and generally depicted on **Exhibit C-2** attached hereto.

"TIF Eligible Expenses" means those certain Project Costs identified by Developer which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are for land acquisition or hard construction costs for site work and/or infrastructure, identified as "TIF Project Costs" in the Total Project Budget, and eligible for payment or reimbursement pursuant to the TIF Act, as described in Section 4.2.

"TIF Proceeds" means the revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee, as described in Section 4.2(b).

"TIF Project Area Commencement Date" means the effective date of the ordinance approving a TIF redevelopment project plan for each Project Area, as described in Section 4.2(d)(i).

"TIF Project Area 1 Ordinance" means Ordinance No. O-_____-19 adopted by the UG on _______________, 2019 to approve the Project Area 1 Plan, as described in Recital G.

"Transaction Documents" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the budget attached hereto as **Exhibit I**.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"UG Parties" means the UG and the WCLB, and their agents, officers, contractors and employees, as described in Section 2.4(a).

"WCLB" means the Wyandotte County Land Bank.

INDEX OF EXHIBITS

EXHIBIT A-1

Project Site – Legal Description

Tract 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE,
A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

<u>Tract 3</u>

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

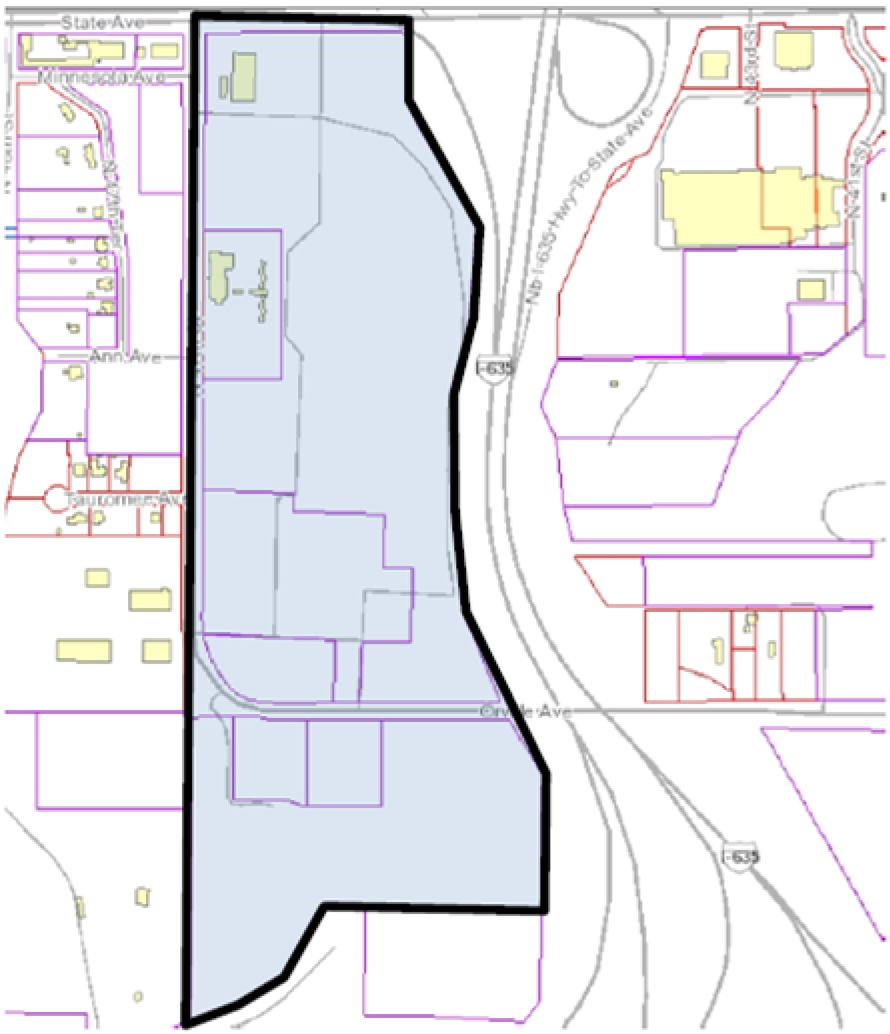
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT A-2

Project Site – Map



67571451.10
CORE/0501343.0141/149644396.14

EXHIBIT B

Amended TIF District Ordinance

[To be attached.]

EXHIBIT C-1

TIF District – Legal Description

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE,
A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF

102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A

DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

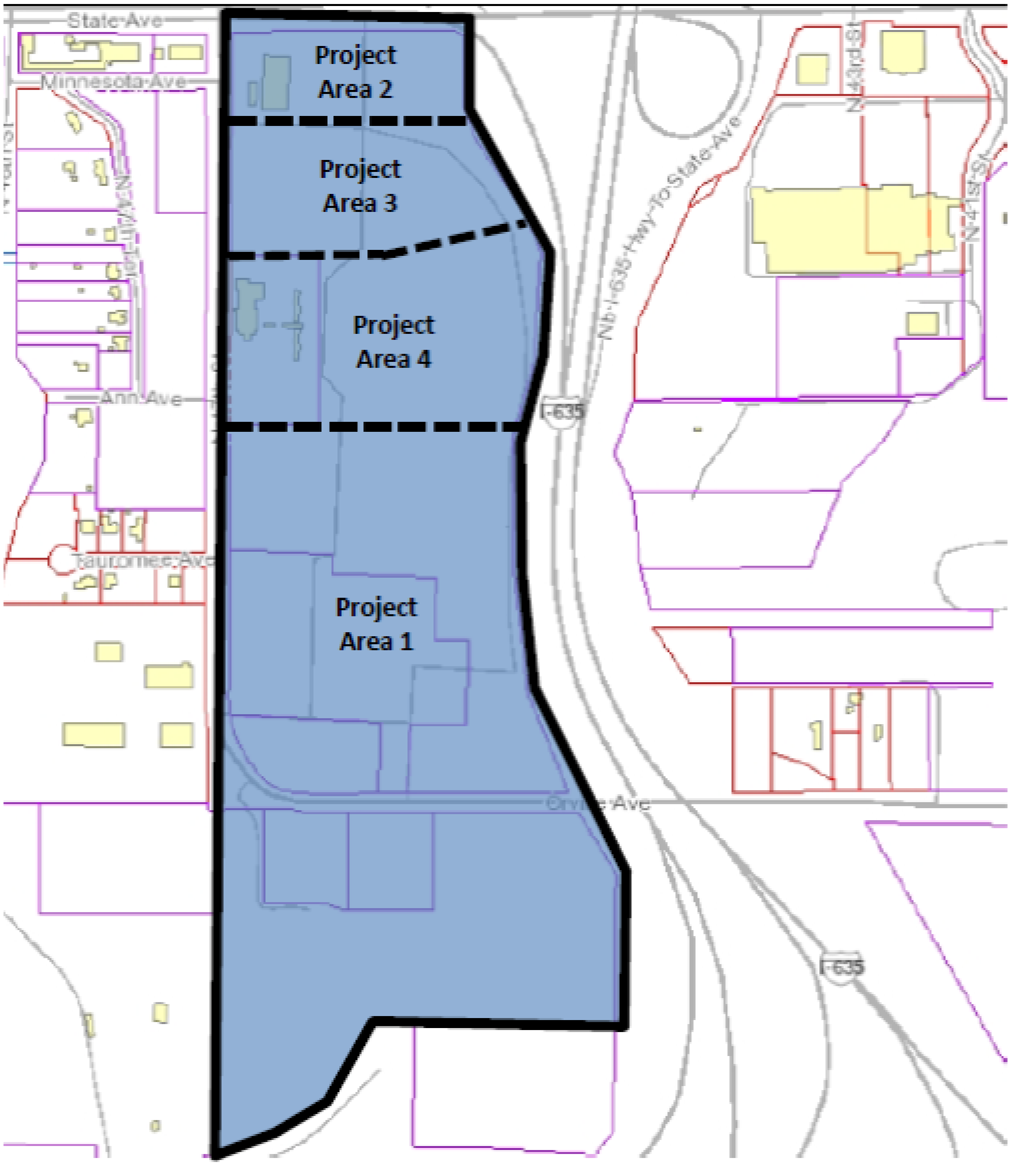
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

<u>EXHIBIT C-2</u>

TIF District – Map



67571451.10
CORE/0501343.0141/149644396.14

EXHIBIT D

TIF Project Area 1 Ordinance

[To be attached.]

EXHIBIT E-1

Retail CID – Map

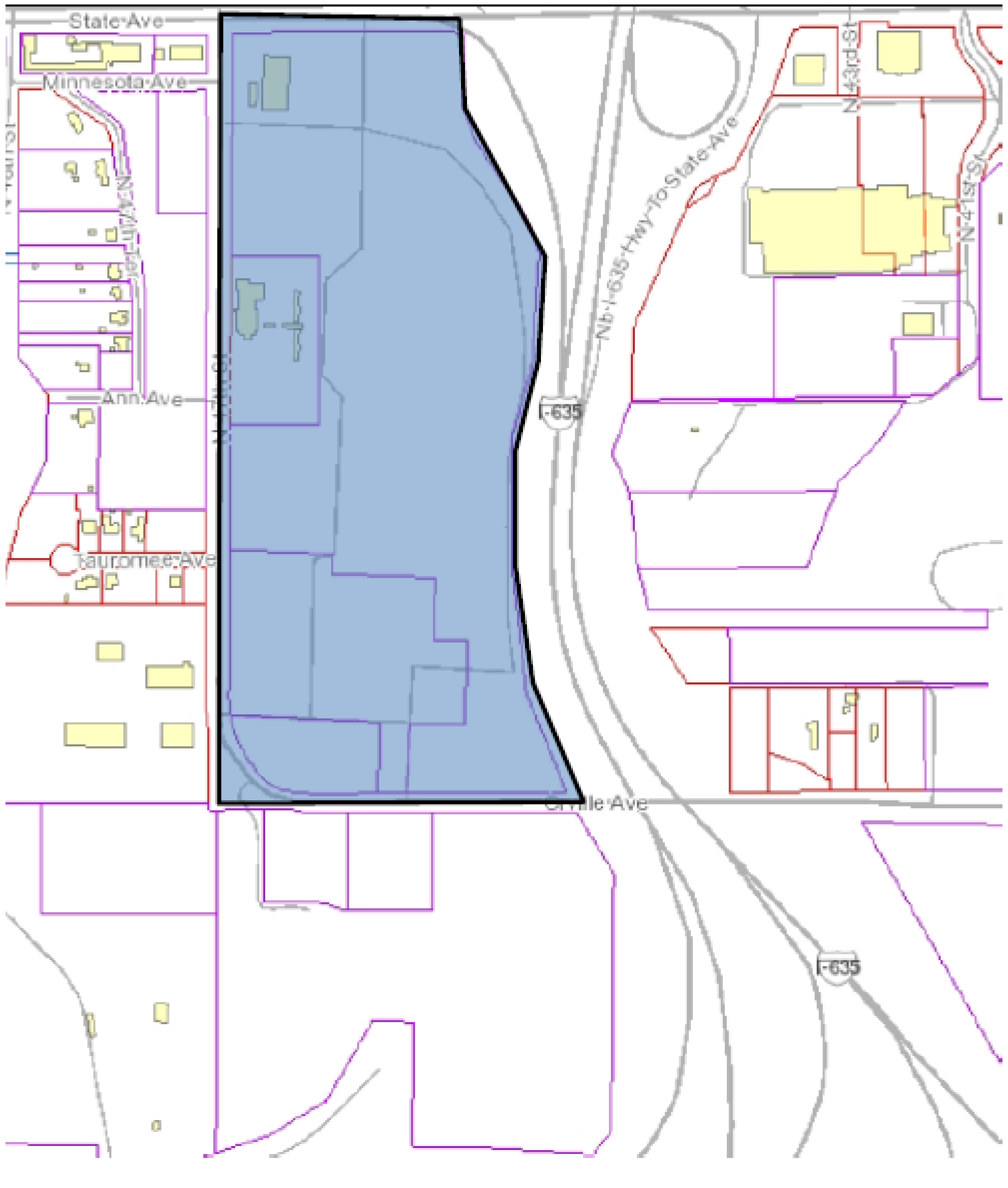


EXHIBIT E-2

Retail CID – Legal Description

Tract 1 (Non-Solar Farm Area)

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE

EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Tract 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT F

Retail CID Ordinance

[To be attached.]

EXHIBIT G

Improvements – Depiction

EXHIBIT H

Legal Descriptions of Phase 1 Property, Phase 2 Property, Phase 3 Property and Phase 4 Property

Phase 1 Property

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE,
A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

<u>Phase 2 Property</u>

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47^{TH} STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Phase 3 Property

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Phase 4 Property

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT I

Total Project Budget

SCAVUZZO'S
SOURCES AND USES
Project Sources and Uses

	Project Cost*	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs
PA1	**Distribution/Office (Food Service Center)**					
	Land Acquisition	$ -				
	Sitework/Infrastructure*	$ 11,316,333	$ 9,675,201		$ 1,641,132	
	Building Construction	$ 27,171,618			$ 27,171,618	
	FF&E	$ 62,389,088			$ 62,389,088	
	Soft Costs/Other	$ 8,612,984			$ 8,612,984	
	Subtotal	$ 109,490,023	$ 9,675,201	$ -	$ 99,814,822	$ -
	**Includes sitework for solar park.*					
PA2	**Restaurant/Retail**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 1,950,000	$ 1,950,000			
	Building Construction and FF&E	$ 2,700,000		$ 585,044		$ 2,114,956
	Soft Costs/Other	$ 420,000				$ 420,000
	Subtotal	$ 5,070,000	$ 1,950,000	$ 585,044	$ -	$ 2,534,956
PA3	**Retail**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 2,000,000	$ 2,000,000			
	Building Construction and FF&E	$ 3,850,000		$ 2,000,000	$ 1,850,000	
	Soft Costs/Other	$ 1,400,000			$ 1,400,000	
	Subtotal	$ 7,250,000	$ 2,000,000	$ 2,000,000	$ 3,250,000	$ -
PA4	**4-Story Office**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 4,000,000	$ 3,000,000		$ 1,000,000	
	Building Construction and FF&E	$ 7,500,000			$ 7,500,000	
	Tenant Improvements	$ 3,900,000			$ 3,900,000	
	Soft Costs/Other	$ 3,000,000			$ 3,000,000	
	Subtotal	$ 18,400,000	$ 3,000,000	$ -	$ 15,400,000	$ -
	TOTAL PROJECT COSTS	$140,210,023	$16,625,201	$2,585,044	$118,464,822	$2,534,956
		Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Projected Developer Private Costs	Projected Third Party Costs
		% of Project Costs	12%	2%	84%	2%

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EXHIBIT J

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: Unified Government of Wyandotte County/Kansas City, Kansas
Attention: County Administrator

Re: KC FOODIE PARK

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement for KC FOODIE PARK dated as of ______________, 2019 (the "Agreement") between the Unified Government and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Project Cost and was incurred in connection with the construction of the Project.

2. These Project Costs have been paid by the Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.

3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Property Tax TIF Fund or the Retail CID Fund and no part thereof has been included in any other certificate previously filed with the Unified Government.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.

8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _________________, 20____.

KC FOODIE PARK, LLC, a Kansas limited liability company

By: _____________________________________
Name: ___________________________________
Title: ___________________________________

Approved for Payment this ____ day of ___________, 20_____:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ____________________________________

Title: ____________________________________

SCHEDULE 1
TO
CERTIFICATE OF EXPENDITURES

Description of Project Costs	Cost	Payee	Designate as Redevelopment Project Costs

Total Costs:

EXHIBIT K

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of $3,000,000.

3. Automobile Liability. Developer will purchase and maintain with primary limits of $1,000,000.

4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than $5,000,000.

5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT L

LBE/MBE/WBE Goals and Requirements

This Exhibit sets forth the guidelines for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in **Section 8.2** of the KC Foodie Park Development Agreement (the "**Agreement**") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") and KC Foodie Park, LLC, a Kansas limited liability company (the "**Developer**"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the Construction of, and the Professional Services for (as such terms are defined hereof) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined therein), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services goals set forth herein have been met.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Agreement and made a part thereof, or as otherwise set forth herein.

A. "**Best Efforts**" has the meaning set forth in Section III.C.3.b. herein.

B. "**Construction**" means all aspects of the construction of the Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. "**Contractor**" means the Proposer selected by Developer for the design, development, or construction of the Project.

D. "**Local Business Enterprise or LBE**" means a business headquartered or which maintains a major branch that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

E. "**Local Resident**" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County.

F. "**Minority Business Enterprise or MBE**" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

G. "**Professional Services**" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

H. "**Proposer**" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or construction of the Project, or with respect to ongoing maintenance and operations of the Project.

I. "**Specialized Services**" means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

K. "**Women Business Enterprise or WBE**" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Project Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Project and all related facilities undertaken by Developer, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Project. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women’s Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and the Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for that the entire portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. Recruitment and outreach. Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of, and Professional Services for, the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for the construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager’s name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1 may be met by the expenditure of dollars with approved LBE/MBE/WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their participation may not be double-counted. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified LBE/MBE/WBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE/MBE/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE/MBE/WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth is Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following submission of the same by Developer, and such changes shall be deemed to be approved by the UG if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE/MBE/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE/MBE/WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE/MBE/WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet the Project Utilization Plan goals for construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE/MBE/WBE participation, where feasible;

vi. Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work histories;

viii. If applicable, Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers, or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE/MBE/WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE/MBE/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE/MBE/WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;

B. developing and maintaining a registry of approved LBE/MBE/WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;

E. recommending contract specific goals, as appropriate;

F. providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;

G. reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;

H. providing advice relative to utilization and compliance matters;

I. conducting compliance reviews and audits of LBE/MBE/WBE participation;

J. evaluating requests for substitutions, additions, and deletions;

K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;

L. reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;

M. reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;

N. assisting in Developer's development of forms to document compliance with these procedures; and

O. reviewing and approving utilization plans and contract award submittals.

V. <u>DEVELOPER COMPLIANCE RECORDS AND REPORTS.</u>

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as <u>Attachments B and C</u> or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES.

If Developer should fail to provide a Report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's Reports, the UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, Developer fails to demonstrate to the UG's reasonable satisfaction that either: (i) the goals contained in this Exhibit have been met; or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG shall have the right to reduce the TIF Cap by an amount equal to two and one-half percent (2.5%) (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____________________________________
Douglas G. Bach
County Administrator
Date:____________________________, 2019

KC FOODIE PARK, LLC

By:______________________________
Name:____________________________
Title:_____________________________
Date:______________________, 2019

Attachment A

Unified Government **Date:________________**

Project Utilization Plan

Project Name:_____________________________

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	**0**			**0**	**#DIV/0!**	**0**	**#REF!**		

Attachment B
LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT

Month, Year

CONSTRUCTION

APPLICABLE TRADES

Total by Classification	Goal		Actual
	0.00%	LBE	0.00%
	0.00%	MBE	0.00%
	0.00%	WBE	0.00%

Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		Ceritifying Agency or Local Zip Code
					$	%	$	%	$	%	
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date											
					$	%	$	%	$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD

GOODS SUPPLIES and OTHER SERVICES	**Total**	**Class**	**Percent**	**Comments**
Total $ Awarded				
Total $ Expended				
Total $ MBE		% MBE		
Total $ WBE		%WBE		
Total $ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

EXHIBIT M

Form of Acknowledgment and Assumption Agreement

(Space above reserved for Register of Deeds certification)

1. Title of Document: Acknowledgment and Assumption Agreement

2. Date of Document: ____________, 20_____, effective as of ____________, 20_____

3. Assignor: KC FOODIE PARK, LLC, a Delaware limited liability company

4. Assignee: ___________________, a ___________________

5. Statutory Mailing Address(s):

6. Legal Description: See attached Exhibits A (Project Site) and B (__________ Site)

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT

THIS ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made and entered into as of this _____ day of _______________, 20_____, effective as of _______________, 20_____ (the "Effective Date") by and between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "UG"), ____________________, a ____________________ ("Assignee") and **KC FOODIE PARK, LLC**, a Delaware limited liability company ("Developer," and with the UG and/or Assignee, the "Parties").

RECITALS:

A. On _______________, 2019, the UG and Developer entered into that certain KC Foodie Park Development Agreement (the "Development Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities (the "Project"), on certain real property located in Wyandotte County, Kansas, which is generally bounded on the north by State Avenue, on the east by Interstate 635, on the south by Interstate 70, and on the west by North 47th Street, as legally described on **Exhibit A** attached hereto (the "Project Site"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. That certain portion of the Project Site legally described on **Exhibit B** attached hereto ____ (the "__________ Site") is located within Project Area __, which pursuant to the Development Agreement is to include ***[insert applicable Project Area description from Section 2.2 of the DA]***. Assignee proposes to construct and operate ***[description of applicable Improvement(s)]*** (the "__________ Project") on the __________ Site.

C. Pursuant to that certain ***[Real Estate Sale Agreement]*** dated _______________, 20_____ by and between Developer and Assignee, Assignee intends to purchase the __________ Site from Developer and to design, construct, complete and operate the __________ Project, and this Agreement will be recorded against all of the __________ Site in connection with that conveyance.

D. Section 7.13 of the Development Agreement provides for assignment of the obligations, covenants, and agreements of the Developer under the Development Agreement to Assignee, subject to the consent of the UG. In accordance with the sale of the __________ Site to Assignee, Developer desires to assign certain obligations, covenants, and agreements in the Development Agreement to Assignee in accordance with Section 7.13 of the Development Agreement. The UG hereby consents to the sale of the __________ Site to Assignee subject to the terms and conditions of this Agreement more fully set forth herein.

E. The Parties desire to enter into this Agreement so that Assignee shall acknowledge, assume and agree to perform certain of the obligations, covenants and agreements set forth herein of Developer under the Development Agreement as the same pertain to the design, construction, completion and operation of the __________ Project, and that, upon conveyance of the __________ Site to Assignee, those particular obligations, except as otherwise set forth herein, will no longer apply to Developer in any way, but rather will run with the land.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals and UG's Consent. The Parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein. By entering into this Agreement pursuant to Section 7.13 of the Development Agreement, the UG expressly consents to the sale and transfer of the __________ Site from Developer to Assignee.

2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate contemporaneously with the expiration of the Development Agreement (the "Term").

3. General Acknowledgement and Assumption. Assignee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of "Developer" under the Development Agreement, except as modified below, but only to the extent that the same pertains to the design, construction, completion and operation of the __________ Project and the __________ Site and are specifically set forth in this Agreement. Assignee hereby understands and agrees that the UG may enforce the same directly against Assignee as the owner of the __________ Site; provided, however, that in no event will Assignee have any obligations or liabilities under the Development Agreement except to the extent such obligations, covenants and agreements pertain to the __________ Site. In no event shall anything in this Agreement be interpreted to assign to Assignee any of Developer's rights to receive TIF Proceeds or CID Proceeds under the Development Agreement, as the parties agree that Developer shall retain all such rights.

4. Release of Developer. Upon recording of this Agreement or a memorandum of this Agreement, Developer shall be fully and completely released from any and all obligations under the Development Agreement with respect to the __________ Site which are specifically assumed by Assignee hereunder, after which time the UG's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof and in no event thereafter shall the UG's enforcement against Assignee affect Developer's rights under the Development Agreement. Developer shall remain liable for any and all obligations under the Development Agreement related to the ________ Site which are not specifically assumed by Assignee hereunder.

5. Specific Acknowledgement and Assumption. Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement, as modified in certain instances below:

(a) **Section 2.2(*[applicable subsection]*) – Development of the __________ Site**. Assignee hereby agrees that the __________ Project shall be consistent with the general description of Improvements set forth in Section 2.2(***[applicable subsection]***) of the Development Agreement.

(b) **Article 4 – No Public Financing.** Assignee hereby acknowledges and agrees that it has no right, title or interest in or to any of the public financing described in Article 4 of the Development Agreement, and Assignee hereby waives, releases and disclaims any right, title or interest to same.

(c) **Article 6 – Construction and Completion of Improvements**. Assignee hereby agrees to design, construct and complete the __________ Project, including certain Improvements as more particularly described on **Exhibit C** attached hereto (the "__________ Improvements"). Assignee hereby agrees that the __________ Improvements shall be constructed and completed on or before _______________, 20_____, subject to the provisions of Section 10.2 of the Development Agreement. Assignee hereby agrees that the quality, amenities and finishes of the __________ Project, including without limitation the __________ Improvements, shall be at least comparable to (if not better than) ***[description of other facilities owned by Assignee in certain location; other similar facilities in certain location or Kansas City metropolitan area]***. Assignee understands and agrees that all of the __________ Improvements shall be subject to and governed by Article 6 of the Development Agreement (except for and excluding Sections 6.10 and 6.11 thereof).

(d) **Section 7.2 – Use and Operation**. Assignee covenants that at all times during the Term, it will, at its expense conduct its business in a dignified quality manner and in conformity with first class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the __________ Project as set forth in Section 7.2 of the Development Agreement; provided, however, that the "Permitted Uses" as described in 7.2(a) shall be deemed to be limited to ***[description of use]***.

(e) **Section 7.4 – Maintenance and Use**. During the Term, Assignee shall cause the __________ Project, and all parts thereof, the __________ Site and all other of its property used or useful in the conduct of its business and operations on the __________ Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other ***[description of use]*** in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the __________ Site. Assignee may make additions, alterations and changes to the __________ Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan, and the Project Area ***[#]*** Plan, and as long as the same do not materially adversely affect Assignee's ability to perform its obligations under this Agreement. Assignee agrees to set aside on its books reasonable reserves for future maintenance and capital expenditures.

(f) **Section 7.5 – Compliance**. Assignee shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the __________ Project; provided, however, that nothing contained in this Agreement shall require Assignee to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Assignee in good faith by appropriate proceedings, and provided that Assignee shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Assignee to meet its obligations under this Agreement. Assignee agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence. Without limiting the generality of the foregoing, Assignee also agrees that it will comply in all material respects with the terms and conditions of the Declaration of Covenants and Restrictions Affecting Land recorded in the Office of the Wyandotte County Register of Deeds as Document No. ________________ (the "Declaration").

(g) **Section 7.6 – Payment of Taxes and Other Charges**. During the Term, Assignee (and its Affiliates) shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Assignee or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the __________ Project, the __________ Site, and/or the __________ Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The UG's remedies for any failure to pay taxes, assessments and other governmental charges (including ad valorem property taxes) as set forth herein shall be limited to those remedies that are available to the UG in its capacity as a tax collection authority under Applicable Laws and Requirements. Nothing herein is intended to restrict Assignee's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

(h) **Section 7.7 – Payment of Obligations**. During the Term, Assignee shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the __________ Project to loss or forfeiture.

(i) **Section 7.8 – Liens and Encumbrances**. During the Term, except for a Permitted Mortgage (i.e., any mortgages placed on the __________ Site or any part thereof in connection with any construction or permanent financing of the __________ Project or portion thereof, including any refinancing of the __________ Project or portion thereof at any time, as well as any financing related to operating the __________ Project), Assignee shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the __________ Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of the Development Agreement, including without limitation, Section 7.2 of the Development Agreement.

(j) **Section 7.9 – Licenses and Permits**. During the Term, Assignee shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the __________ Project.

(k) **Section 7.10 – Insurance**. During the Term, Assignee shall maintain or cause to be maintained on the __________ Site and the __________ Project insurance on property and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty, as applicable) and in amounts equal to or greater than the minimum amounts set forth on **Exhibit D** attached hereto. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance, but only with respect to a maximum of $500,000 per occurrence), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Assignee and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.

(l) **Section 7.11 – Damage, Destruction or Condemnation**.

(1) In the event of damage to or destruction of any portion of the __________ Project resulting from fire or other Casualty during the Term, or in the event any portion of the __________ Project is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance available to Assignee relating to such damage or destruction, the net proceeds of such condemnation

or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Assignee, and any Permitted Mortgagee (the "Casualty Escrow"). The Casualty Escrow shall be deemed "satisfactory to the UG" for the purposes hereunder if the Casualty Escrow requires that the net proceeds be used exclusively for the costs of designing and rebuilding the damaged or destroyed portion of the __________ Project and that any change to such requirement be approved in writing by the UG in its discretion.

(2) If at any time during the Term, any portion of the __________ Project shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Assignee, to the extent insurance proceeds are made available to Assignee, shall commence at its sole cost and expense and thereafter shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(3) If at any time during the Term, title to the whole or substantially all of the __________ Project shall be taken in condemnation proceedings or by right of eminent domain, Assignee, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 5(*l*), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Assignee, each acting reasonably and in good faith, determine that the untaken portion of the __________ Project, including any parking improvements located on the __________ Site, cannot be practically and economically used by Assignee for the purposes and at the times contemplated by this Agreement.

(m) **Section 7.12 – Indemnity**. Assignee shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (i) the acquisition of the __________ Site; (ii) the design, construction and completion of the __________ Project by Assignee; (iii) the use or occupation of the __________ Project by Assignee or anyone acting by, through or under it; (iv) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about the __________ Project; (v) any breach, default or failure to perform by Assignee under this Agreement following any notice and cure period provided herein; (vi) any act by an employee of the UG at the __________ Site which are within or under the control of Assignee or pursued for the benefit of or on behalf of Assignee; and (vii) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for the __________ Project and this Agreement. Assignee shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Assignee in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing body members, directors, officers, employees or agents by reason of any such claim or demand, Assignee, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 5(m) shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument, with respect to liability or claims arising during the Term.

(n) **Section 7.13 – Prohibition on Sales**. Except for Permitted Encumbrances and a Permitted Mortgage (and Permitted Mortgagee's rights therein) and as otherwise provided herein, during the Term, Assignee will not, without the prior written consent of the UG, which will not be unreasonably withheld: (i) assign, sell, lease, mortgage or otherwise transfer the __________ Site, the __________ Improvements or equipment that comprise the __________ Project or any part thereof or any direct interest therein; (ii) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (iii) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be a "Transferee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Transferee has sufficient financial wherewithal and experience to successfully complete and operate the __________ Project according to the terms hereof. If there is an Approved Assignment, the Transferee shall execute an assignment and assumption of this Agreement which assumes all of the rights and obligations of Assignee with respect to this Agreement and the __________ Project and the __________ Site, and such assignment and assumption shall be recorded with the Wyandotte County Register of Deeds, at which time the UG shall release Assignee from any and all obligations under this Agreement if and only to the extent the Transferee fully assumes all such obligations. Notwithstanding the foregoing, the Parties hereby agree as follows:

(1) Assignee may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of portions of the __________ Improvements to reputable tenants.

(2) Assignee may, without further approval of the UG, but still subject to this Section 5(n), transfer all or a portion of the __________ Site to a transferee entity provided that the Controlling Person or Entity (as defined in Section 5(n)(3) below) of such transferee entity is also the Controlling Person or Entity of the Assignee (an "Affiliate Transfer"); provided that such transferee entity: (i) assumes or guarantees all of Assignee's obligations under this Agreement with respect to all portions of the __________ Project transferred, and (ii) remains liable jointly and severally with Assignee therefor, unless the UG specifically agrees to release Assignee in writing in its sole discretion.

(3) Assignee shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days prior to such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Assignee under this Agreement.

(o) **Section 7.15 – Access**. During the Term, Assignee hereby recognizes, acknowledges and agrees that the UG and its duly authorized representatives and agents shall have the right to enter the __________ Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Assignee has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the __________ Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 5(o) shall restrict or impede the right of the UG to enter the __________ Project pursuant to any Applicable Laws and Requirements.

(p) **Section 7.16 – Power of the UG**. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Assignee from complying with all Applicable Laws and Requirements.

(q) **Section 9.1 – Default Provisions of Assignee**. Assignee shall be in default under this Agreement if:

(1) Assignee fails to make any of the payments of money required hereunder, and Assignee fails to cure or remedy the same within twenty (20) days after the UG has given Assignee written notice specifying such default; or

(2) Assignee fails to keep or perform any obligation herein contained on Assignee's part to be kept or performed, and Assignee fails to remedy the same within sixty (60) days after the UG has given Assignee written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Assignee within such period and diligently pursued until the default is corrected; or

(3) Assignee shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and such petition is not dismissed within sixty (60) days; or Assignee generally is not paying its debts as such debts become due; or Assignee makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Assignee and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Assignee whereupon the __________ Project, or any part thereof, or any interest therein of Assignee under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(4) Assignee breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Assignee's receipt of written notice from the UG specifying such breach.

In the event of the violation or breach of any provision of this Agreement and the continuation of such failure beyond any cure period provided herein, the UG shall have the right, but no obligation, to enter upon the __________ Site and to abate the violation or breach in accordance with the provisions of Section _____ of the Declaration. In addition, the UG shall also have the lien right set forth in Section _____ of the Declaration to secure any amounts payable to the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

(r) **Section 9.2 – Rights and Remedies**. Upon the occurrence and continuance of an Assignee default, subject to any applicable notice and cure periods as described in Section 5(q) above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Assignee as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Assignee default.

(2) In the event of such default by Assignee, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Assignee covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party as determined by a court with jurisdiction over the matter.

(3) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Assignee occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Assignee of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(4) Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties hereby expressly acknowledge and agree that, under no circumstances, will Assignee ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

(s) **Section 10.1 – Waiver of Breach**. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

(t) **Section 10.2 – Force Majeure**. In the event Assignee shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 5(t) shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

(u) **Section 10.3(a) – Representations and Warranties of Assignee**. Assignee hereby represents and warrants to the UG as follows:

(1) Organization. Assignee is a ____________________ duly formed and validly existing under the laws of the State of __________, and qualified to conduct business as a foreign limited liability company in Kansas. Assignee is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Assignee shall (i) preserve and keep in full force and effect its corporate or other separate legal existence and (ii) remain qualified to do business and conduct its affairs in the State of Kansas and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(2) Authority. The execution, delivery and performance by Assignee of this Agreement are within Assignee's powers and have been duly authorized by all necessary action of Assignee.

(3) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Assignee or any provision of law, statute, rule or regulation to which Assignee is subject, or to any judgment, decree, license, order or permit applicable to Assignee, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Assignee is a party, by which Assignee is bound, or to which Assignee is subject.

(4) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Assignee of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Assignee of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(5) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof.

(v) **Section 10.4 – Amendments**. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Assignee.

(w) **Section 10.5 – Construction and Enforcement**. This Agreement shall be construed and enforced in accordance with the laws of the State.

(x) **Section 10.6 – Invalidity of Any Provisions**. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

(y) **Section 10.7 – Headings**. The Section, subsection, and other headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

(z) **Section 10.8 – Execution of Counterparts**. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

(aa) **Section 10.9 – Time**. Time is of the essence in this Agreement.

(bb) **Section 10.10 – Consents and Approvals**. Wherever in this Agreement it is provided that the UG shall, may or must give its approval or consent, the UG shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Assignee concerning the UG's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall Assignee be entitled to claim damages of any type or nature in any such action.

(cc) **Section 10.11 – Notices**. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

And a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com

and to Assignee at:

____
____
____
Attention: __________________
Telephone: _________________
Email: _____________________

with a copy to:

____
____
____
Attention: __________________
Telephone: _________________
Email: _____________________

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

(dd) **Section 10.12 – Real Estate Commissions**. Assignee hereby agrees to indemnify and hold harmless the UG from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by Assignee; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Assignee or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 5(dd) shall survive any termination of this Agreement.

(ee) **Section 10.14 – Run with the Land**. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns and shall run with the land. The Parties hereby agree to record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

6. Definitions. Any capitalized term used herein that is not specifically defined herein shall have the meaning provided in the Development Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed these presents as of the day and year first above written.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____
____________________, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ____________________, 20_____, by ____________________ as Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: ___________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires
____

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

DEVELOPER:

KC FOODIE PARK, LLC, a Delaware limited liability company

By: ___________________________________
Printed Name: __________________________
Title: _________________________________

STATE OF ________________)
) SS.
COUNTY OF ______________)

This instrument was acknowledged before me on ____________________, 20_____, by _________________________, as ____________________ of KC Foodie Park, LLC, a Delaware limited liability company.

Printed Name: __________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires

____

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IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

ASSIGNEE:

____________________, a ____________________

By: ____________________________________
Printed Name: ___________________________
Title: __________________________________

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on ____________________, 20_____, by __________________________, as ____________________ of ____________________, a ____________________.

Printed Name: __________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires

____

EXHIBIT A to Form of Acknowledgment and Assumption Agreement

Project Site – Legal Description

Tract 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE,
A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

Tract 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET

TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

Tract 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

Tract 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B to Form of Acknowledgment and Assumption Agreement

__________ Site – Legal Description

EXHIBIT C to Form of Acknowledgment and Assumption Agreement

__________ Improvements

EXHIBIT D to Form of Acknowledgment and Assumption Agreement

Minimum Insurance Requirements

1. Worker's Compensation. Assignee may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Assignee will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Assignee will purchase and maintain with primary limits of $3,000,000.

3. Automobile Liability. Developer will purchase and maintain with primary limits of $1,000,000.

4. Excess Liability. Assignee will purchase and maintain excess liability insurance in an amount not less than $5,000,000.

5. Special Perils Form Property Insurance. Assignee will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Assignee's lender for the __________ Project.

EXHIBIT N

Additional Commercial Building Use Categories

Subject always to the restrictions set forth in Section 7.2(c) of the Agreement, the parties agree that the following uses may be developed, constructed and operated in Project Area 3:

Category # 1 – Home Delivery Food Services. Businesses that provide retail ingredients and/or meal delivery services directly to consumers at their homes.

Category # 2 – Restaurants, Grocery, Hotels, Healthcare and Entertainment.

A. Restaurants and Entertainment. Eating and drinking establishments including sit down restaurants and fast-casual restaurants and restaurants that include entertainment components like bowling, bocce, pickleball and/or video gaming.

B. Grocery store. A retail store offering fresh foods and produce as well as non-perishable foods, prepared and packaged foods; which store may include a bakery, butcher and/or deli. A grocer may also carry cleaning and other household products. Perishable foods must constitute at least 15% of the items stocked on the shelf space of the grocery store.

C. Hotels. Limited service or full service hotels, but not motel uses.

D. Healthcare. Doctors and dentist offices, urgent care facilities and wellness centers and pharmacies.

Category # 3 – Multifamily. Market rate apartments and condominium uses.

Category # 4 – Fitness. Fitness clubs, gymnasiums, boxing facilities, martial arts, dance and/or yoga studios.

Category # 5 – Soft Goods Retail. Retail stores selling, among other things, clothing, shoes, sporting goods, pet supply stores, home goods and/or home improvement supplies, jewelry stores, photography and framing stores, cellular service and electronics stores, hobby stores and retail service concepts like travel agents, high-quality hair salons, barber shops, and nail salons.

Category # 6 – Early Childhood Education. Schools, daycare facilities and other early education concepts including Montessori schools, pre-schools, kindercare and play places.

Category # 7 – Education and Career Placement. Adult education, training and placement facilities, including technology centers, culinary arts facilities, tutoring and placement centers, temporary agencies and military recruitment centers.

(Published in ***The Wyandotte Echo*** on October 3, 2019)

ORDINANCE NO. ____

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS APPROVING THE DIVISION OF A REDEVELOPMENT DISTRICT INTO FOUR REDEVELOPMENT PROJECT AREAS; ADOPTING AN AMENDED REDEVELOPMENT DISTRICT PLAN; AND ADOPTING THE PROJECT AREA 1 REDEVELOPMENT PROJECT PLAN, ALL PURSUANT TO K.S.A. 12-1770 ET SEQ.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), acting in its capacity as a city of the first class, adopted Resolution No. R-145-06 on November 16, 2006, declaring blight within the City; and

WHEREAS, the Unified Government, acting in its capacity as a city of the first class, established a redevelopment district, consisting of a single development project area pursuant to K.S.A. 12-1770 et seq. as amended (the "Act") pursuant to Ordinance No. O-139-06 on December 21, 2006; and

WHEREAS, the Unified Government removed certain property from the redevelopment district established by Ordinance No. O-139-06, pursuant to Ordinance No. O-54-19 adopted on August 15, 2019 (the new boundaries hereinafter referred to as the "District"); and

WHEREAS, the Unified Government is considering the division of the District into four (4) separate redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan pursuant to the Act.

WHEREAS, on July 8, 2019 the Planning Commission of the Unified Government made a finding that the Project Area 1 Redevelopment Project Plan is consistent with the intent of the Unified Government's comprehensive plan for the development of the Unified Government; and

WHEREAS, a copy of the Project Area 1 Redevelopment Project Plan has been delivered by the Unified Government to the Board of County Commissioners and to the Board of Education of U.S.D. No. 500, Wyandotte County, Kansas (Kansas City); and

WHEREAS, on August 15, 2019, the Governing Body adopted Resolution No. R-51-19 calling a public hearing to consider the division of the District into four (4) redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan; and

WHEREAS, notice of such public hearing was published in ***The Wyandotte Echo*** on September 12, 2019, and was mailed (by certified mail) to Board of County Commissioners of Wyandotte County, to the Board of Education of U.S.D. No. 500, Wyandotte County, Kansas (Kansas City), and to all property owners within the District; and

WHEREAS, on September 26, 2019 the Governing Body of the City held a public hearing to consider the division of the District into four (4) redevelopment project areas, the adoption of an amended redevelopment district plan and the adoption of the Project Area 1 Redevelopment Project Plan; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary and advisable to divide the District into four redevelopment project areas, adopt the amended redevelopment district plan, and adopt the Project Area 1 Redevelopment Project Plan.

NOW, THEREFORE, BE IT BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

SECTION 1. The Governing Body hereby affirms its finding that the District is located in an area eligible for designation as a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, because the area was declared blighted by Resolution No. R-145-06 and also affirms its finding that the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City of Kansas City, Kansas.

SECTION 2. The Governing Body hereby finds that it is necessary and desirable to divide the District, as legally described in **Exhibit A** attached hereto, into four (4) redevelopment project areas shown on the map attached hereto as **Exhibit B** and described as follows:

Project Area 1.

The buildings and facilities to be constructed or improved in Project Area 1 may be described in a general manner as (1) a warehouse and distribution facility, inclusive of office space, (2) a utility-scale, ground-mounted, photovoltaic system, and (3) parking and associated public and private infrastructure.

Project Area 2.

The buildings and facilities to be constructed or improved in Project Area 2 may be described in a general manner as commercial development consisting of inline retail, retail pad sites, parking, and associated public and private infrastructure.

Project Area 3.

The buildings and facilities to be constructed or improved in Project Area 3 may be described in a general manner as commercial development consisting of retail, office and other commercial buildings, hotel or other lodging accommodations, multi-family residential units, parking and associated public and private infrastructure.

Project Area 4.

The buildings and facilities to be constructed or improved in Project Area 4 may be described in a general manner as a commercial development consisting of some or all of the following uses: retail, office and other commercial buildings, parking and associated public and private infrastructure.

SECTION 3. The Project Area 1 Redevelopment Project Plan, in the form presented to and reviewed by the Governing Body at this meeting, is hereby adopted for use in Project Area 1 within the District. Project Area 1 is shown on the map attached hereto as **Exhibit B**, and is legally described as shown on **Exhibit C.**

SECTION 4. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government, including the Chief Counsel, and Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

SECTION 5. This Ordinance amends Ordinance No. O-139-06.

SECTION 6. This Ordinance shall become effective from and after its passage by the Governing Body, signature by the Mayor/CEO, and publication once in the official City newspaper.

PASSED by no less than two-thirds of the Governing Body of the Unified Government this September 26, 2019.

SIGNED by the Mayor/CEO this September 26, 2019.

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REVISED MIDTOWN REDEVELOPMENT DISTRICT

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B

MAP OF REVISED REDEVELOPMENT DISTRICT AND REDEVELOPMENT PROJECT AREAS

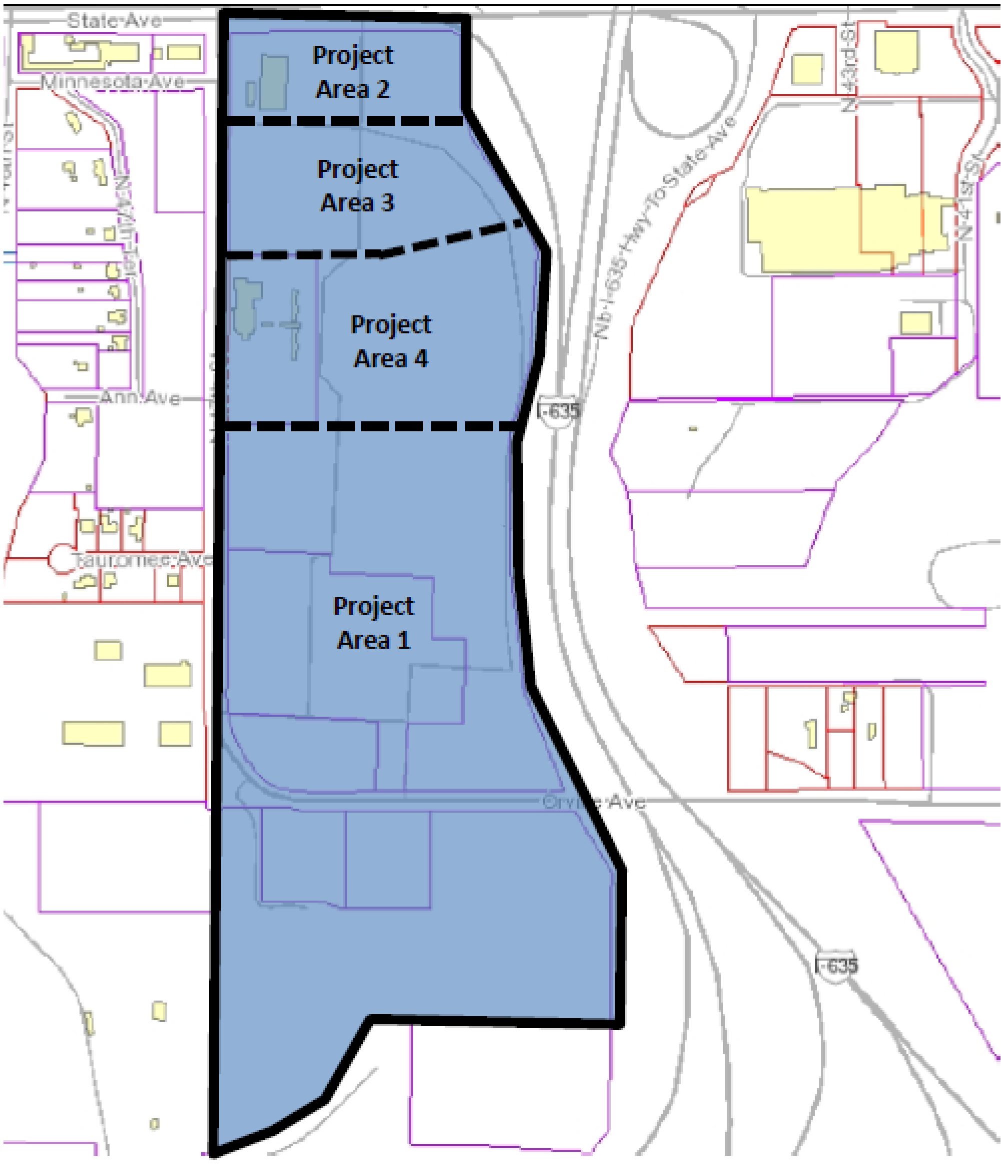


EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT PLAN
(MIDTOWN REDEVELOPMENT DISTRICT - PROJECT AREA 1)

SUBMITTED PURSUANT TO
K.S.A. 12-1770 *et seq*., as amended

Dated: July 1, 2019

TABLE OF CONTENTS

Exhibits

INTRODUCTION

KC Foodie Park, LLC, a Delaware limited liability company ("**Developer**"), wishes to develop or cause to be developed a first-class mixed use development consisting of the following components: (i) an approximately 266,000 square foot industrial building (with potential for expansion) (the "**Food Service Center**"); (ii) an approximately 26-acre solar energy field designed to provide energy for the Food Service Center (the "**Solar Field**"); (iii) approximately 12,000 square feet of neighborhood retail, entertainment, and/or restaurant uses across approximately three (3) pad sites (the "**Retail Improvements**"); (iv) additional commercial buildings with total square footage ranging from approximately 15,000 square feet to 45,000 square feet of food services and other users (the "**Additional Commercial Buildings**"); and (v) an approximately 60,000 square foot multi-tenant office building (the "**Office Building**"), (collectively, the "**Project**"), all on real property bounded on the north side by State Avenue, on the east side by Interstate 635, on the south side by Interstate 70, and on the west side by North 47th Street in Kansas City, Kansas (the "**Project Site**"). Only a portion of the Project Site is located within Project Area 1 (as defined below).

Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 et seq, as amended (the "**TIF Act**"), Kansas municipalities are authorized to establish redevelopment districts and redevelopment project plans for property within their jurisdiction. Redevelopment districts may be created based upon certain findings by the municipality, including, that property within a proposed district meets the requirements of a "blighted area" as defined by the TIF Act.

The Unified Government of Kansas City, Wyandotte County, Kansas (the "**Unified Government**") has previously designated the Project Site, along with adjacent land, as a Redevelopment District (the "**Redevelopment District**" or "**TIF District**") under the TIF Act, pursuant to Ordinance No. O-139-06 adopted on December 21, 2006 (attached hereto as **Exhibit C-1**). The Unified Government is expected to remove certain property from the Redevelopment District pursuant to the draft Ordinance attached hereto as **Exhibit C-2**.

Contemporaneously with consideration of this Tax Increment Financing Redevelopment Project Plan (Midtown Redevelopment District - Project Area 1) (the "**Project Plan**"), the Unified Government is considering dividing the TIF District into four (4) project areas, as permitted pursuant to the TIF Act.

Developer hereby submits this Project Plan for Project Area 1 (as described herein). Project Areas 2 – 4 will be addressed in separate project plans submitted for such additional Project Areas.

Project Area 1 includes development of an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the distribution of Scavuzzo's and others' products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space (the "**Food Service Center**"), a utility-scale, ground-mounted photovoltaic system located in Project Area 1 (the "**Solar Field**"), and parking and other infrastructure necessary for the development and construction of the Food Service Center and Solar Field.

A conceptual site plan (the "**Site Plan**"), attached hereto as **Exhibit A**, depicts the expected number, location, and uses of buildings and other facilities in Project Area 1. Importantly, the Site Plan is not meant to be inflexible. This Project Plan contemplates variations from the Site Plan, as long as such variations are consistent with the District Plan to be approved contemporaneously with this Project Plan.

II. THE PROJECT PLAN

A) Description of the TIF District and Project Area 1

The property comprising the TIF District consists of property generally located north of Interstate 70 and west of Interstate 635 within the City of Kansas City, Kansas (the "**City**"). A legal description and boundary map of the TIF District are attached hereto as **Exhibits B-1** and **B-2**, respectively.

The property comprising Project Area 1 is legally described on **Exhibit B-4** and depicted on the map attached as **Exhibit B-5**.

B) Established TIF District

The Project Site is within an established TIF District approved by the Unified Government on December 27, 2006 pursuant to Ordinance No. O-139-06, a copy of which is attached hereto as **Exhibit C-1** and within the proposed revised TIF District boundaries pursuant to the proposed Ordinance attached hereto as **Exhibit C-2**.

Contemporaneously with considering the Project Plan, the Unified Government is considering an amendment to the District Plan to divide the TIF District into four (4) project areas as shown on **Exhibit B-3**.

The proposed District Plan for Project Area 1 is as follows:

> The buildings and facilities to be constructed or improved in Project Area 1 may be described in a general manner as (1) a warehouse and distribution facility, inclusive of office space, (2) a utility-scale, ground-mounted, photovoltaic system, and (3) parking and associated public and private infrastructure.

The Project Plan is consistent with the established Redevelopment District.

C) The Project

The project within Project Area 1 (the "**Project**") consists of: (1) the "**Food Service Center**" – an approximately 266,000 square foot (with potential for expansion) state-of-the-art, automated warehouse and distribution facility for the distribution of Scavuzzo's and others' products, inclusive of approximately 34,000 square feet of first-class, industrial grade office space, as well as all associated infrastructure; (2) the "**Solar Field**" – a utility-scale, ground-mounted, photovoltaic system located within Project Area 1; and (3) parking and other infrastructure associated with the Food Service Center and the Solar Field.

D) Summary of Feasibility Study

An economic impact and feasibility study and analysis (the "**Study**") is attached as **Exhibit D** to this Project Plan and incorporated herein. In summary, the Study indicates that (a) the requested reimbursement is required for the Developer to achieve an acceptable rate of return on the Project; and (b) if redevelopment costs and assessed values are as projected, the TIF District is expected to produce tax increment revenues sufficient to reimburse the portion of the costs of the TIF eligible improvements described in the Study.

E) Relocation Plan

Developer will acquire real property located within Project Area 1 through negotiated arms-length transactions, thereby including any funds required for relocation in the purchase price.

In the event the Unified Government is required to acquire any property located in Project Area 1, relocation payments shall be made to any persons or businesses that move from real property or that move personal property from real property as a result of the acquisition of the real property by the Unified Government in carrying out the provisions of the Act pursuant to K.S.A. 58-3508 and the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Such relocation payments shall be in the amount of the actual reasonable cost of moving to another location, or moving personal property to another location, within the greater metropolitan Kansas City area. No persons residing within Project Area 1 shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents within their ability to pay, such housing units shall be suitable to the needs of such displaced persons and must be a decent, safe, sanitary and otherwise standard dwelling. The Unified Government shall provide for the payment of any reasonable damages sustained by a retailer, as defined by the K.S.A. 79-3702, and amendments thereto, by reason of the liquidation of inventories necessitated by the relocation.

EXHIBIT A

SITE PLAN

68258750.3

EXHIBIT B-1

LEGAL DESCRIPTION – TIF DISTRICT

PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

PROJECT AREA 2

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

PROJECT AREA 3

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

PROJECT AREA 4

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT B-2

BOUNDARY MAP – TIF DISTRICT

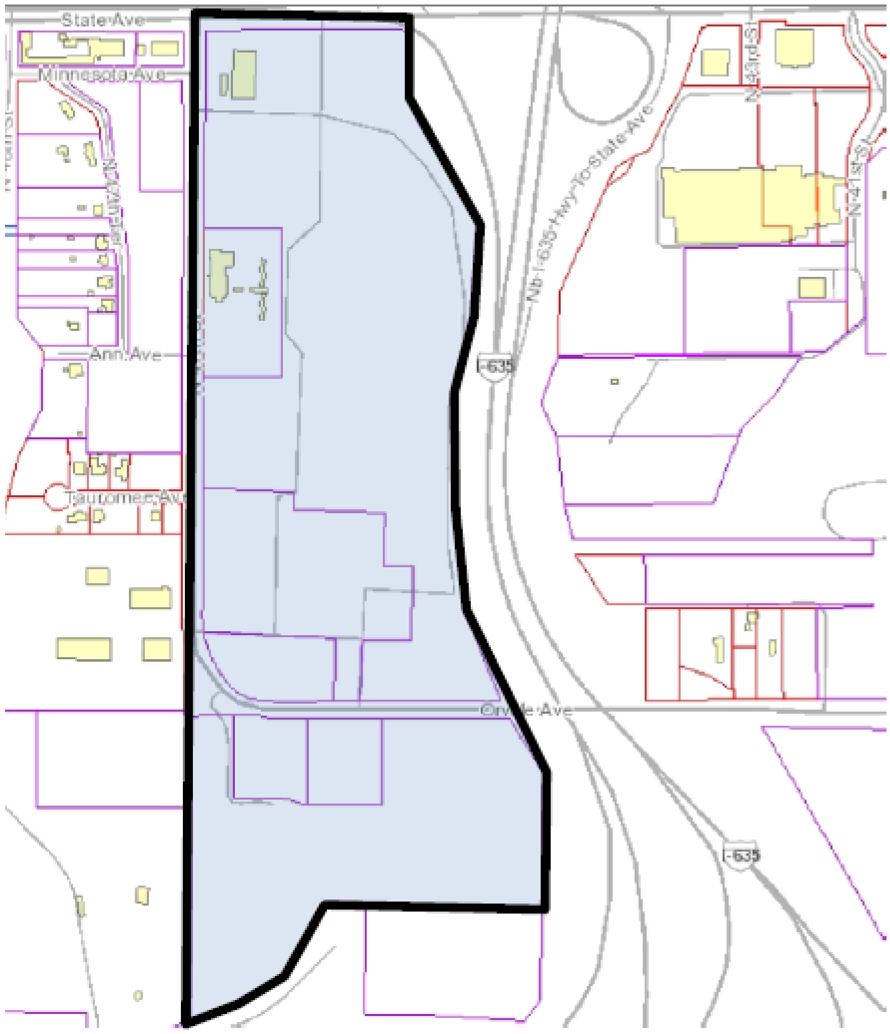
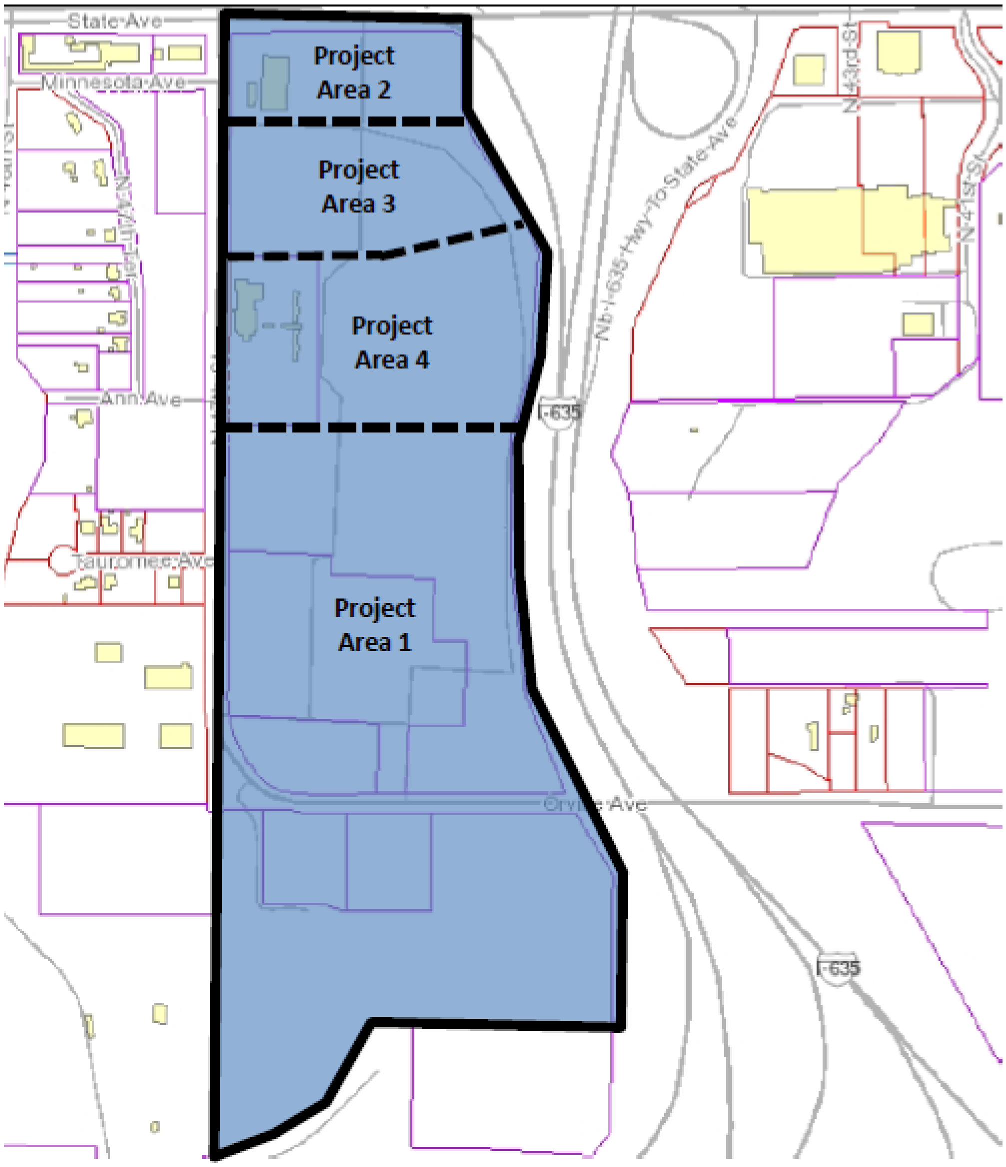


EXHIBIT B-3

BOUNDARY MAP – TIF DISTRICT PROJECT AREAS



68258750.3

EXHIBIT B-4

LEGAL DESCRIPTION – PROJECT AREA 1

Non-Solar Farm Area

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

Solar Farm Area

TRACT 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

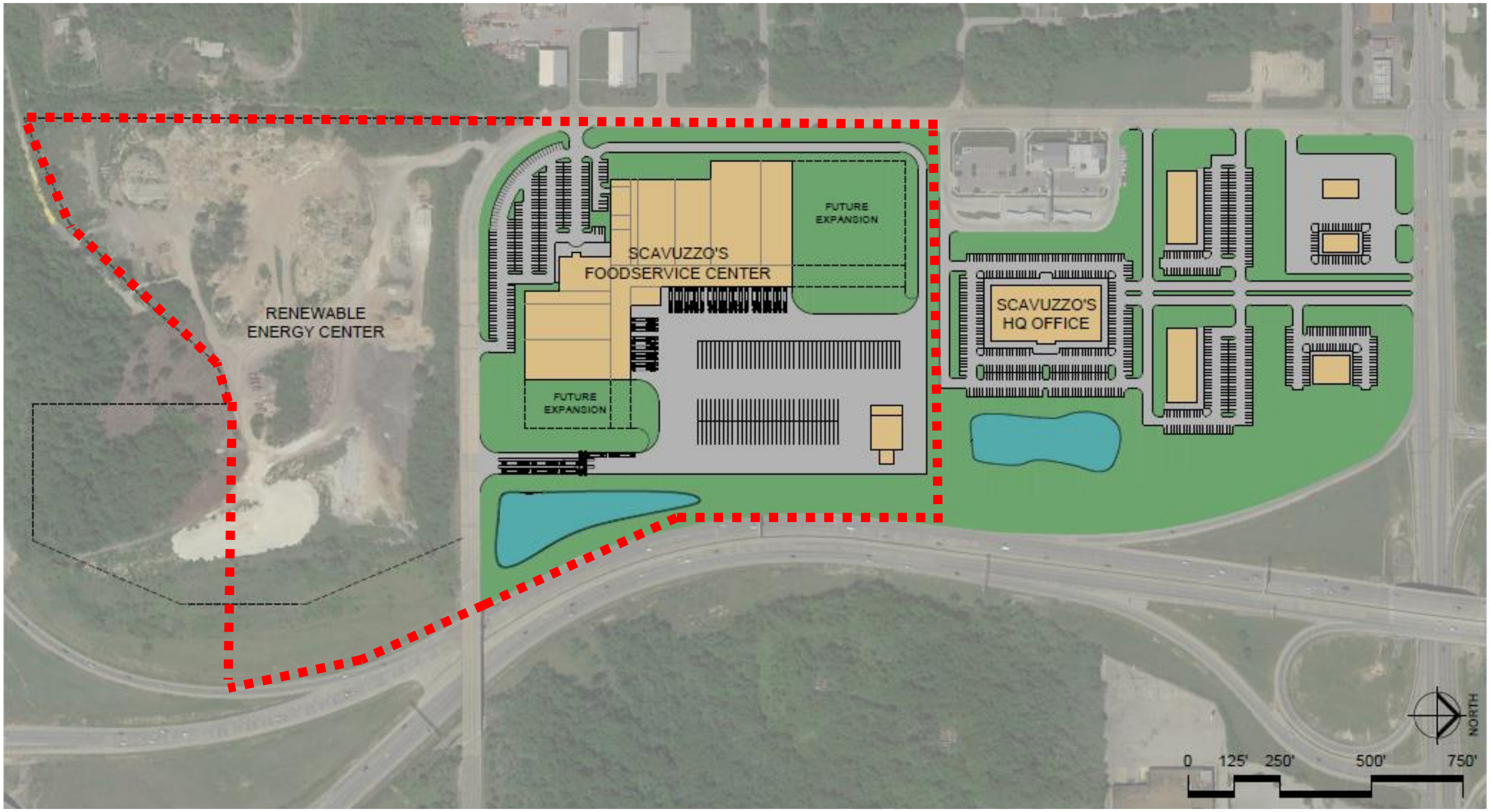
EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

EXHIBIT B-5

BOUNDARY MAP – PROJECT AREA 1



68258750.3

EXHIBIT C-1

ORDINANCE NO. O-139-06 CREATING THE DISTRICT

SEE ATTACHED

(Published 12/27/06

ORDINANCE NO. O-139-06

AN ORDINANCE making certain findings and establishing a redevelopment district known as the Midtown Redevelopment District.

WHEREAS, K.S.A. 12-1770 et seq., as amended (the "Act") provides for the creation of redevelopment districts and the approval of redevelopment plans, and permits the issuance of tax increment bonds in accordance with the terms of the Act; and

WHEREAS, the Midtown Redevelopment District, is located in an eligible area under the Act because the area was declared blighted by Resolution No. R-145-06 adopted by the Unified Government Commission on November 16, 2006 as defined in the Act; and

WHEREAS, the Midtown Redevelopment District is generally described as an area of land bounded by I-635 on the East; I-70 on the South, 48th Street on the West, and Nebraska Avenue on the North, and

WHEREAS, the Midtown Redevelopment District consists of the area delineated on a map, which is attached hereto as EXHIBIT "A" and made a part of this Ordinance, and legally described in EXHIBIT "B" which is attached hereto and made a part of this Ordinance; and

WHEREAS, the establishment of the Midtown Redevelopment District is necessary to promote the general and economic welfare of the Unified Government of Wyandotte County/Kansas City, Kansas pursuant to K.S.A. 12-1770.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. It is hereby found that pursuant to the authority granted by the Act, the Unified Government adopted Resolution No. R-146-06, on November 16, 2006, giving notice of a public hearing to consider the establishment of a Redevelopment District to be known as the Midtown Redevelopment District and all required notices under the Act were properly and timely given.

Section 2. A public hearing was held on December 21, 2006, with presentation of the Midtown Redevelopment District's boundaries and an opportunity for all interested persons to be heard.

Section 3. The governing body hereby finds and determines that the Midtown Redevelopment District is located within an eligible area under the Act and the conservation, development or redevelopment of such area is necessary to promote the general and economic welfare of the Unified Government.

Section 4. The governing body hereby approves the redevelopment district plan for the Midtown Redevelopment District which consists of the acquisition of various properties within the Redevelopment District, relocation of businesses, demolition of buildings, site preparation, and public infrastructure improvements and the redevelopment as a mixed-use project consisting of the construction of one or more large retail "box" stores, one or more smaller retail stores and restaurants, one or more office or commercial buildings, and multi-family and single family residential units and homes and related parking facilities..

Section 5. The Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, having considered and reviewed the proposed redevelopment district, hereby approves and establishes the Midtown Redevelopment District consisting of a single redevelopment project area as provided in the Act.

Section 6. The Mayor/CEO, County Administrator and other officials and employees of the Unified Government, including the County Attorney and the Unified Government's Financial Advisor and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposed of this Ordinance.

Section 7. The Act authorizes the issuance by the City of bonds (the "Bonds") to finance all or a portion of the costs of implementing the redevelopment district plan. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of passage of this Ordinance, pursuant to Treasury Regulation § 1.150.2 in the maximum principal amount of $ 3,000,000.

Section 8. This ordinance shall be in full force and take effect from and after its passage, approval and publication in The Wyandotte Echo.

PASSES BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/CITY OF KANSAS CITY, KANSAS, THIS 21st DAY OF December, 2006.

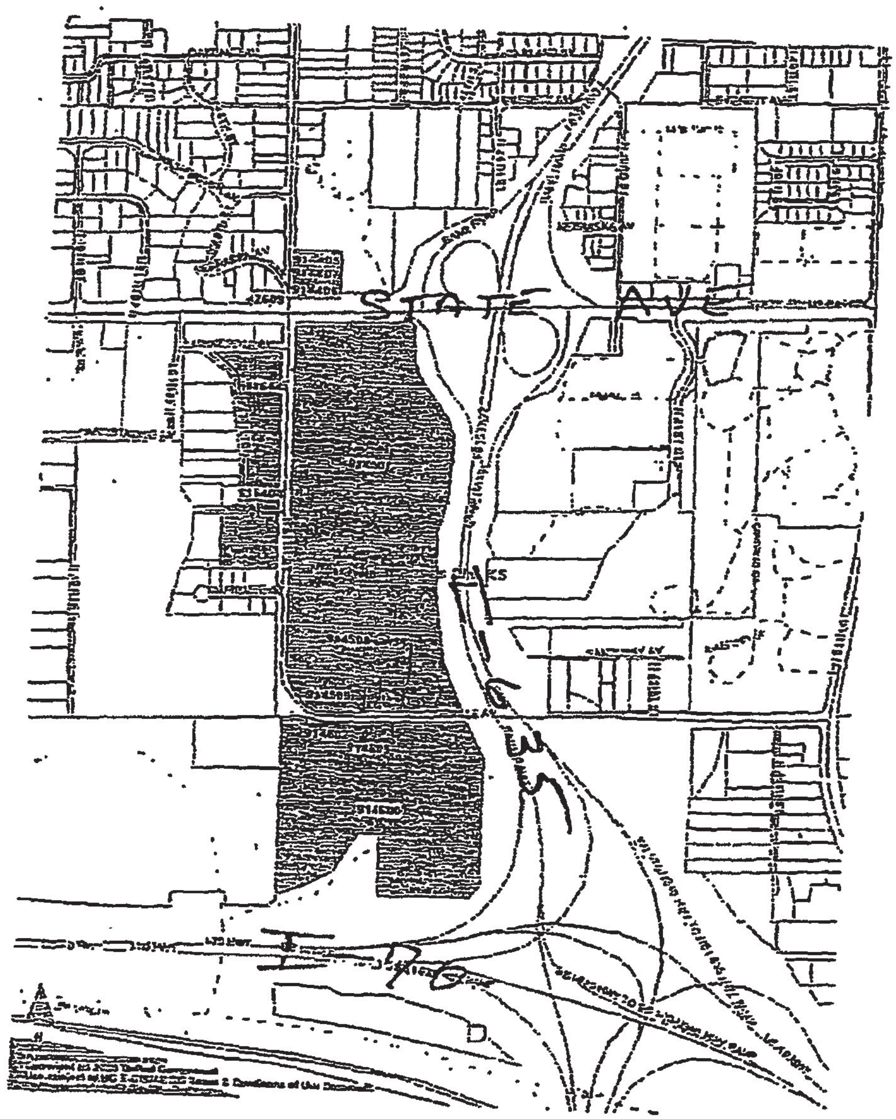
Joe Reardon, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form ______________________

EXHIBIT "A"



N

EXHIBIT "B"

Beginning at the intersection of the south right-of-way of State Avenue (U.S. 24/40 Highway) and the west right-of-way of Interstate 635, thence Southerly, with the west right-of-way of Interstate 635 to the north right-of-way of Interstate 70; thence West, with the north right-of-way of Interstate 70, to the west property line of 4533 Orville Avenue; thence North, with the west property line of 4533 Orville Avenue, to the south right-of-way of Orville Avenue; thence West, with the southerly right-of-way of Orville Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street to the north line of LOCUST HILL ADDITION; thence West, with the north line of LOCUST HILL ADDITION, to the west property line of 730 N. 47th Street; thence North, with the west property line of 730 N. 47th Street, and its northerly prolongation, to the north right-of-way of Ann Avenue; thence East, with the north right-of-way of Ann Avenue, to the west right-of-way of N. 47th Terrace; thence North, with the west right-of-way of N. 47th Terrace, and its' northerly prolongation, to the north right-of-way of Minnesota Avenue; thence East, with the north right-of-way of Minnesota Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street, to the south right-of-way of State Avenue (U.S. 24/40 Highway); thence West, with the south right-of-way of State Avenue (U.S. 24/40 Highway), to the east right-of-way of N. 48th Street; thence North, to the north right-of-way of State Avenue (U.S. 24/40 Highway); thence East, with the north right-of-way of State Avenue (U.S. 24/40 Highway) to the west property line of 4710 State Avenue; thence North, with the west property line of 4710 State Avenue, to the northwest corner of 4710 State Avenue; thence East, with the north line of 4710 State Avenue, to the west right-of-way of N. 47th Street; thence North, with the west right-of-way of N. 47th Street, to the westerly prolongation of the north property line of 1201 N. 47th Street; thence East, with the westerly prolongation of the on the north property line of 1201 N. 47th Street to the northeast corner of 1201 N. 47th Street; thence South, with the east line of 1201 N. 47th Street, and with the east property lines of 1111 N. 47th Street and 4626 State Avenue, to the north right-of-way of State Avenue (U.S. 24/40 Highway); thence East, with the north right-of-way of State Avenue (U.S. 24/40 Highway), to the west right-of-way of Interstate 635; thence South to the point of beginning.

EXHIBIT C-2

PROPOSED ORDINANCE REMOVING CERTAIN PROPERTY FROM THE DISTRICT

SEE ATTACHED

(Published in ***The Wyandotte Echo*** on August 1, 2019)

ORDINANCE NO. ____

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TERMINATING THE REDEVELOPMENT PROJECT PLAN FOR THE MIDTOWN REDEVELOPMENT DISTRICT, REPEALING ORDINANCE O-29-07 AND REMOVING CERTAIN PROPERTY FROM THE MIDTOWN REDEVELOPMENT DISTRICT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), acting in its capacity as a city of the first class, adopted Resolution No. R-145-06 on November 16, 2006, declaring blight within the City; and

WHEREAS, the Unified Government, acting in its capacity as a city of the first class, established a redevelopment district, consisting of a single development project area (the "Midtown Redevelopment District") pursuant to K.S.A. 12-1770 et seq. as amended (the "Act") pursuant to Ordinance No. O-139-06 on December 21, 2006; and

WHEREAS, after notice and public hearing as required by the Act, the Unified Government adopted Ordinance No. O-29-07 on March 22, 2007, approving the Redevelopment Project Plan for the Midtown Redevelopment District (the "Project Plan"); and

WHEREAS, the Project Plan was never undertaken or implemented and the Unified Government desires to terminate the Project Plan; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the Unified Government is a duly organized and existing municipal corporation under the laws of the State of Kansas, is a consolidated city-county having all the powers, functions and duties of a county and of a city of the first class, and is a city within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the Kansas legislature which provides the procedure to terminate an approved redevelopment plan when such plan has not been undertaken or implemented; and

WHEREAS, the Unified Government has determined that it is necessary and desirable to adopt this Ordinance to terminate the Project Plan; and

WHEREAS, the Unified Government has determined that certain property should be removed from the Midtown Redevelopment District; and

WHEREAS, the property to be removed from the Midtown Redevelopment District consists of the real property shown on the map attached hereto as **Exhibit A**; and

WHEREAS, the remaining property in the Midtown Redevelopment District shall consist of the real property shown on the map attached hereto as **Exhibit B** and legally described on **Exhibit C.**

NOW, THEREFORE, BE IT BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

SECTION 1. The Governing Body hereby finds that the Project Plan was never undertaken or implemented, and that the Project Plan should now be terminated.

SECTION 2. The Governing Body hereby finds and determines that the real property shown on the map attached hereto as **Exhibit A** should be removed from the Midtown Redevelopment District, and from and after the effective date of this Ordinance, the remaining property in the Midtown Redevelopment District shall consist of the real property shown on the map attached hereto as **Exhibit B** and legally described on **Exhibit C**.

SECTION 3. The Governing Body further finds and determines that the real property to be removed as described in **Exhibit A** constitutes more than 15% of the land area within the Midtown Redevelopment District, as originally created pursuant to Ordinance No. O-139-06 adopted on December 21, 2006. Therefore, pursuant to K.S.A. 12-1771(g), the base year assessed value of the Midtown Redevelopment District shall be revised to reflect the base year assessed valuation of the remaining real property as of the date of the original establishment of the Midtown Redevelopment District.

SECTION 4. The Mayor/CEO, County Administrator, Unified Government Clerk and other officials and employees of the Unified Government, including the Chief Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

SECTION 5. Ordinance No. O-29-07 is hereby repealed.

SECTION 6. This Ordinance shall become effective from and after its passage by the Governing Body, signature by the Mayor/CEO, and publication once in the official City newspaper.

PASSED by the Governing Body of the Unified Government this July 25, 2019.

SIGNED by the Mayor/CEO this July 25, 2019.

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

Exhibit A

Map of Property to be Removed from the Midtown Redevelopment District

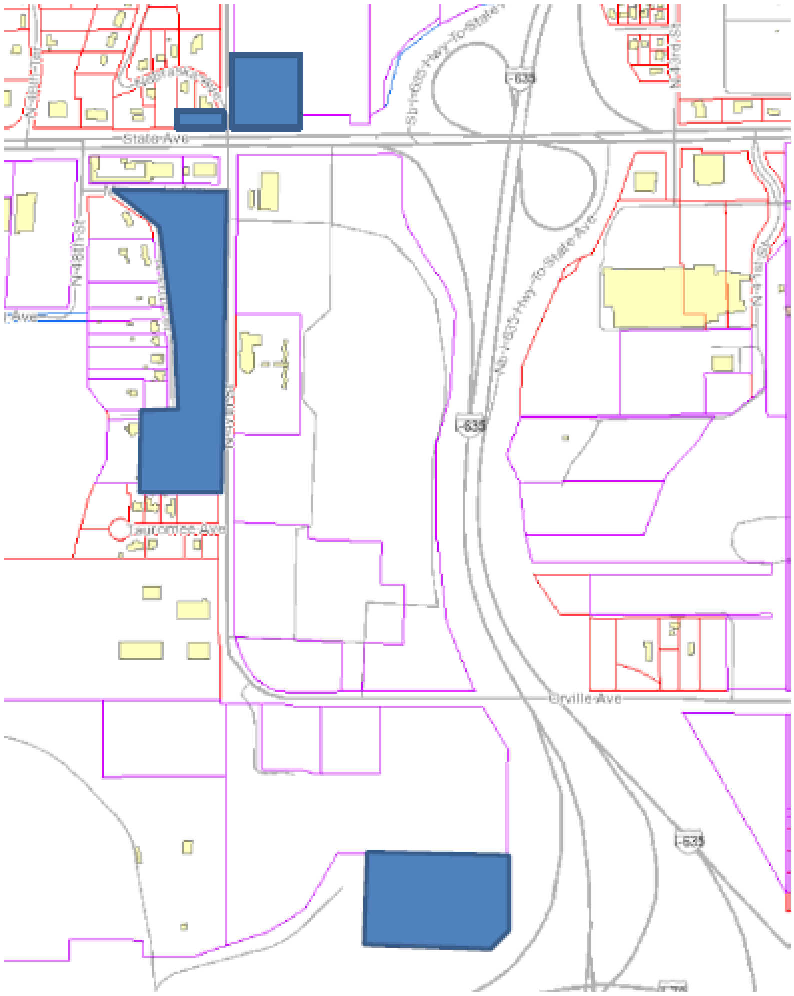


Exhibit B

Map of Revised Midtown Redevelopment District Boundaries

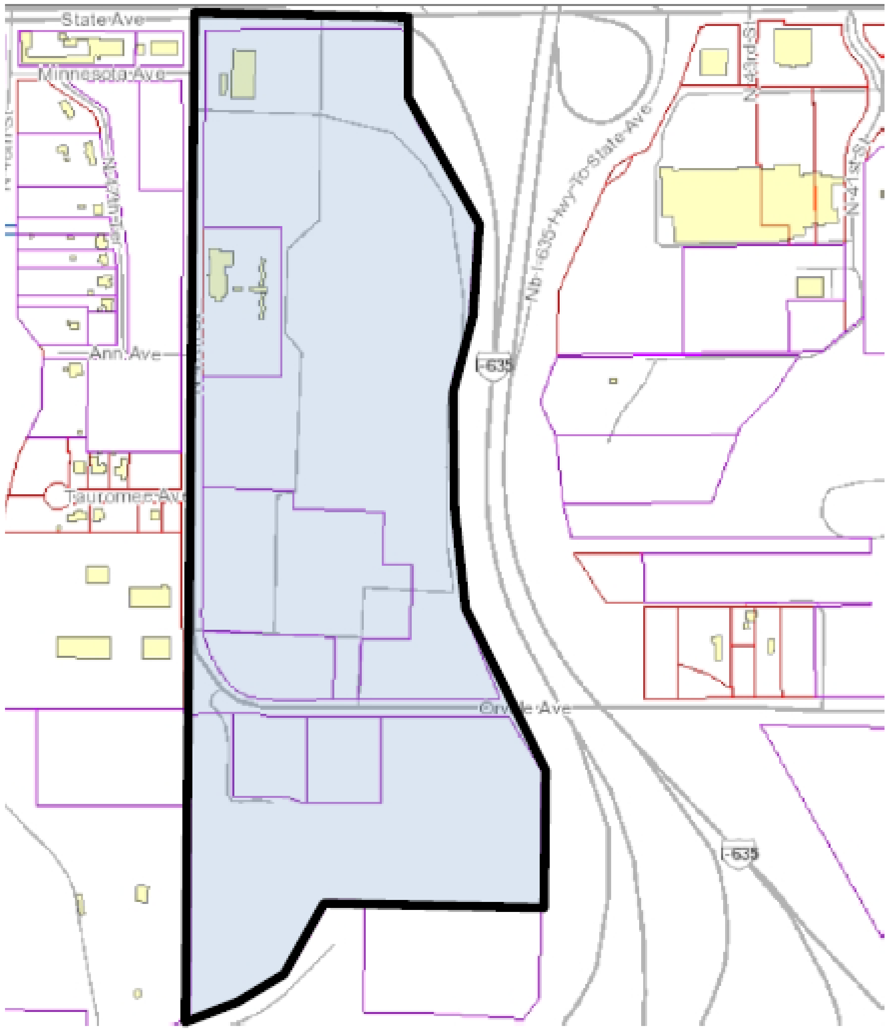


Exhibit C

Legal Description of Revised Midtown Redevelopment District Boundaries

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1385.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 671.30 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.50 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 19 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 375.02 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 403.10 FEET; THENCE SOUTH 24 DEGREES 28 MINUTES 53 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 364.85 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF ORVILLE AVENUE; THENCE SOUTH 87 DEGREES 39 MINUTES 17 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY, A DISTANCE OF 852.01 FEET; THENCE COINCIDENT WITH SAID NORTH RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.31 FEET, A CENTRAL ANGLE OF 45 DEGREES 04 MINUTES 48 SECONDS, (WHOSE CHORD BEARS NORTH 69 DEGREES 48 MINUTES 19 SECONDS WEST, 213.37 FEET), AN ARC LENGTH OF 218.97 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47 STREET; THENCE COINCIDENT WITH SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.41 FEET, A CENTRAL ANGLE OF 45 DEGREES 23 MINUTES 08 SECONDS, (WHOSE CHORD BEARS NORTH 24 DEGREES 44 MINUTES 58 SECONDS WEST, 221.76 FEET), AN ARC LENGTH OF 227.67 FEET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 922.50 FEET TO THE POINT OF BEGINNING. CONTAINING 26.93 ACRES, MORE OR LESS.

[continued on following pages]

Solar Farm Area

TRACT 1:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89° 57' 02" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 150.00 FEET; THENCE SOUTH 0° 02' 58" WEST, A DISTANCE OF 328.78 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 138.08 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 91.47 FEET; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 67.61 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 272.25 FEET; THENCE NORTH 0° 02' 58' EAST, A DISTANCE OF 320.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ORVILLE AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 89° 57' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 476.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 1-635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 32° 02' 06" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 0° 25' 04" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 845.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1-70 HIGHWAY AS NOW ESTABLISHED; THENCE SOUTH 39° 14' 22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.50 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT SEVEN COURSES; THENCE NORTH 86° 36' 10" WEST, A DISTANCE OF 401.48 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° 32' 30" EAST, A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 27' 30" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 30° 31' 24" WEST, A DISTANCE OF 300.17 FEET; THENCE SOUTH 58° 40' 32" WEST, A DISTANCE OF 217.83 FEET; THENCE SOUTH 72° 51' 26" WEST, A DISTANCE OF 192.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 0° 24' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1157.17 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING ALONG SAID NORTH LINE ON A BEARING OF SOUTH 89° 57' 02" EAST, A DISTANCE OF 9.10 FEET, THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT, HAVING A RADIUS OF 358.31 FEET, A DISTANCE OF 170.92 FEET; THENCE SOUTH 89° 57' 02" EAST, A DISTANCE OF 119.33 FEET; THENCE SOUTH 00° 02' 58" WEST, A DISTANCE OF 320.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET A DISTANCE OF 67.61 FEET; THENCE NORTHWESTERLY AND WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 230.00 FEET A DISTANCE OF 91.47; THENCE NORTH 89° 57' 02" WEST A DISTANCE OF 138.08 FEET; THENCE NORTH 00° 02' 58" EAST, A DISTANCE OF 328.78 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS

TRACT 3:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11, RANGE 25, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°57'02" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 443.00 FEET; THENCE SOUTH 00°02'58" WEST A DISTANCE WEST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTH 89°56'02" EAST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE SOUTH 00°02'58" WEST, A DISTANCE OF 320.00 FEET; THENCE NORTH 89°57'02" WEST, A DISTANCE OF 272.25 FEET (DEEDED 262.25 FEET); THENCE NORTH 00°02'58" EAST, A DISTANCE OF 320.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR HIGHWAYS.

EXCLUDING:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 39 MINUTES 17 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1191.87 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF ORVILLE AVENUE, ALSO BEING THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE 635 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 34 DEGREES 24 MINUTES 47 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.05 FEET; THENCE SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 507.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 37 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 337.44 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 70 HIGHWAY, AS NOW ESTABLISHED; THENCE SOUTH 36 DEGREES 51 MINUTES 41 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 102.50 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 401.48 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 49 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 664.45 FEET TO THE POINT OF BEGINNING. CONTAINING 271,100 SQUARE FEET OR 6.22 ACRES, MORE OR LESS.

INCLUDING:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 102.37 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND THE POINT OF

BEGINNING; THENCE NORTH 43 DEGREES 14 MINUTES 38 SECONDS EAST, A DISTANCE OF 0.11 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 129.17 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 03 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 14 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 89.00 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 14 SECONDS WEST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING SOUTH RIGHT OF WAY LINE, A DISTANCE OF 34.51 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 63 DEGREES 37 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 100.54 FEET; THENCE SOUTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.83 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 46 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.33 FEET; THENCE SOUTH 07 DEGREES 49 MINUTES 54 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 105.61 FEET; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 57.33 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 771.25 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF NORTH 47TH STREET; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 304.14 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 ACRES, MORE OR LESS.

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER AND THE EXISTING EAST RIGHT OF WAY OF NORTH 47TH STREET AND ALSO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 419.15 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 771.25 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 18 DEGREES 34 MINUTES 48 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 103.04 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 01 SECOND EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 124.59 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 359.68 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 279.62 FEET TO THE NORTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 7.38 ACRES, MORE OR LESS.

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 5402, PAGE 688 IN THE OFFICE OF THE WYANDOTTE COUNTY REGISTER OF DEEDS, SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WYANDOTTE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREE 52 MINUTES 22 SECONDS EAST, (BEARINGS BASED ON NAD-83, KANSAS NORTH ZONE, STATE PLANE DATUM), COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 825.66 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 297.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, A DISTANCE OF 279.62 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 359.68 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 635; THENCE SOUTH 40 DEGREES 22 MINUTES 07 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.58 FEET; THENCE SOUTH 27 DEGREES 23 MINUTES 21 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 95.62 FEET; THENCE SOUTH 09 DEGREES 42 MINUTES 52 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 377.64 FEET; THENCE SOUTH 01 DEGREE 20 MINUTES 59 SECONDS EAST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 208.96 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 45 SECONDS WEST, COINCIDENT WITH SAID EXISTING WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 69.34 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 671.30 FEET TO THE SOUTHEAST CORNER OF LOT 1 MIDTOWN KCK METRO CENTER; THENCE NORTH 01 DEGREE 52 MINUTES 22 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 560.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING. CONTAINING 9.73 ACRES, MORE OR LESS.

AND

Lot 1, Final Plat, Midtown KCK Metro Center, a subdivision in Wyandotte County, Kansas City, Kansas.

EXHIBIT D

FEASIBILITY STUDY

SEE ATTACHED

MIDTOWN REDEVELOPMENT DISTRICT PROJECT 1
FEASIBILITY STUDY

This feasibility study (the "**Study**"), prepared for Midtown Redevelopment District Project Area 1 describes tax increment revenue and other revenues which will pay the costs of the Redevelopment Project. The Redevelopment Project costs will not have any effect on any outstanding special obligation bonds payable from the revenues described in subsection (a)(1)(D) of K.S.A. 12-1774, and amendments thereto, because there are no outstanding bonds.

The Redevelopment Project is proposed to be financed with private equity and debt and public financing sources. In addition to the proposed TIF financing, the Developer has also submitted an application requesting that the Unified Government create a community improvement district ("**CID**") and levy a CID sales tax to assist in payment of certain Redevelopment Project costs.

1. Project Costs

As presented by the Developer, the total estimated cost of the Redevelopment Project is $109,490,023 (plus the cost of solar panels and associated equipment). The budget is presented in **Exhibit 1** and includes Redevelopment Project costs as well as the source of funding for all expenditures including the proposed TIF funds, CID funds and private sources.

Pursuant to the TIF Act, only certain costs are eligible for TIF financing and reimbursement. Of the costs listed in the budget on **Exhibit 1**, only $16,625,201 qualifies under the TIF Act as "Eligible Project Costs," meaning that only those costs may be financed using TIF revenues. In addition to such amount, financing costs for such costs shall also be reimbursable with TIF revenues. Eligible Project Costs shall include site work, parking and public infrastructure, and associated financing costs, for any property within Project Areas 1-4 in the Redevelopment District.

2. Project Revenues

State law excludes certain tax rates from the tax increment eligible to be used for a TIF project: 1) the State of Kansas levy of 1.5 mills and 2) 28 mills for the school district levying property taxes within a redevelopment district.

The following table summarizes the eligible tax rates, based on the most recently available tax rates, 2018. These rates have been used in the Study to estimate available increment to pay TIF project costs for the Redevelopment Project.

2018 MILL LEVY RATES			
Taxing District	***Rate***	***Portion Not Subject to TIF***	***Total Mills Subject to TIF***
State of Kansas	1.500	1.500	0.000
Wyandotte County	39.011	0.000	39.011
City of Kansas City	38.138	0.000	38.138
School District	49.489	28.000	21.489
Community College	27.476	0.000	27.476
Library	11.086	0.000	11.086
TOTAL	**166.699688**	**29.500**	**137.200**

The Developer has submitted a schedule that contemplates that the Redevelopment Project will be complete and on the tax rolls in 2021. Upon completion of these improvements, the appraised value within the Redevelopment District has been estimated to be $30,282,150 and the assessed value has been estimated to be $7,570,538. The appraised and assessed valuations of property within Project Area 1 before redevelopment and after completion of the Redevelopment Project is attached as **Exhibit 2**.

This Project Plan proposes that the incremental property tax revenues from Project Area 1 will be applied to pay the Eligible Project Costs as described above, and as may be further limited in any Development Agreement between the Unified Government and the Developer.

The projected incremental property tax revenues from Project Area 1, based on applying 2018 tax rates to the assessed valuation assumptions in **Exhibit 2** are projected to generate approximately $19,212,019 over the 20-year term of Project Area 1, as depicted in **Exhibit 3** attached hereto.

3. Sufficiency of Tax Increment Revenues Compared to Eligible Project Costs

The projected incremental real property taxes to be generated from the Redevelopment Project ($19,212,019), combined with the other resources the Developer has indicated will be invested in the Redevelopment Project as outlined in **Exhibit 1**, are sufficient to pay the redevelopment project costs.

4. Financing

The Developer proposes financing the Eligible Project Costs on a pay-as-you-go basis. No special obligation or general obligation bonds will be issued.

EXHIBIT 1
PROJECT BUDGET

	Project Sources and Uses					
	Project Cost*	**Total**	**Projected TIF Reimbursed Costs**	**Projected CID Reimbursed Costs**	**Projected Developer Private Costs**	**Projected Third Party Costs**
PA1	**Distribution/Office (Food Service Center)**					
	Land Acquisition	$ -				
	Sitework/Infrastructure*	$ 11,316,333	$ 9,675,201		$ 1,641,132	
	Building Construction	$ 27,171,618			$ 27,171,618	
	FF&E	$ 62,389,088			$ 62,389,088	
	Soft Costs/Other	$ 8,612,984			$ 8,612,984	
	Subtotal	$ 109,490,023	$ 9,675,201	$ -	$ 99,814,822	$ -
	**Includes sitework for solar park.*					
PA2	**Restaurant/Retail**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 1,950,000	$ 1,950,000			
	Building Construction and FF&E	$ 2,700,000		$ 585,044		$ 2,114,956
	Soft Costs/Other	$ 420,000				$ 420,000
	Subtotal	$ 5,070,000	$ 1,950,000	$ 585,044	$ -	$ 2,534,956
PA3	**Retail**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 2,000,000	$ 2,000,000			
	Building Construction and FF&E	$ 3,850,000		$ 2,000,000	$ 1,850,000	
	Soft Costs/Other	$ 1,400,000			$ 1,400,000	
	Subtotal	$ 7,250,000	$ 2,000,000	$ 2,000,000	$ 3,250,000	$ -
PA4	**4-Story Office**					
	Land Acquisition	$ -				
	Sitework/Infrastructure	$ 4,000,000	$ 3,000,000		$ 1,000,000	
	Building Construction and FF&E	$ 7,500,000			$ 7,500,000	
	Tenant Improvements	$ 3,900,000			$ 3,900,000	
	Soft Costs/Other	$ 3,000,000			$ 3,000,000	
	Subtotal	$ 18,400,000	$ 3,000,000	$ -	$ 15,400,000	$ -
	TOTAL PROJECT COSTS	**$140,210,023**	**$16,625,201**	**$2,585,044**	**$118,464,822**	**$2,534,956**
		Total	**Projected TIF Reimbursed Costs**	**Projected CID Reimbursed Costs**	**Projected Developer Private Costs**	**Projected Third Party Costs**

*Project Plan 1 anticipates TIF revenues from Project Area 1 will reimburse sitework and infrastructure costs, as well as associated financing costs, related to the Redevelopment Project (as set forth above) and, if available, other projects within the Redevelopment District.

EXHIBIT 2
TIF DISTRICT VALUATION

BASE ASSESSED VALUATION OF TIF DISTRICT (2006 values, after property removed in 2019): $879,655

Parcel ID	Approximate Area (square feet)	Appraised Value	Assessed Value	Project Area
407800(1)	166,320.03			2
914507	1,697,585.50	$ 1,999,700.00	$ 499,925.00	1, 2, 3, 4
914508	400,632.08	$ 1,414,530.00	$ 353,587.00	1
914509	106,311.29	$ 104,610.00	$ 26,153.00	1
914600(2), (3)	888,945.36	$ 161,700.00	$ -	1
914602(2)	85,955.71	$ 7,170.00	$ -	1
914605(2)	89,221.77	$ 7,460.00	$ -	1
		Total Base Assessed Value =	**$ 879,665.00**	

(1) Parcel was created subsequent to creation of TIF District; Parcel ID included here for reference only. Land was previously part of Parcel ID 914507.
(2) Property has zero appraised value because it was owned by Unified Government in 2006 when TIF District created.
(3) Excludes square footage of this parcel removed from TIF District in 2019.

	PROJECTED ASSESSED VALUATION (AFTER DEVELOPMENT OF PROJECT)				
		SF	Appraised Value PSF / Unit	Appraised Value	Assessed Value
PA1					
	Bldg A - Distribution	258,525	$ 100	$ 25,852,500	$ 6,463,125
	Bldg A - Office	29,531	$ 150	$ 4,429,650	$ 1,107,413

EXHIBIT 3
PROPERTY TAXES AND PROPERTY TAX INCREMENT

PROJECT YEAR	CALENDAR YEAR	TOTAL BASE ASSESSED VALUE	TOTAL PROJECTED ASSESSED VALUE	PROJECTED REAL ESTATE TAX INCREMENT	PROJECTED SALES	PROJECTED CID REVENUE	PROJECTED REAL ESTATE TAX INCREMENT+CID REVENUE
1	2019	$879,655	$879,655	$0	$0	$0	$0
2	2020	$879,655	$879,655	$0	$0	$0	$0
3	2021	$879,655	$7,570,538	$917,987	$0	$0	$917,987
4	2022	$879,655	$7,570,538	$917,987	$0	$0	$917,987
5	2023	$879,655	$7,721,948	$938,760	$0	$0	$938,760
6	2024	$879,655	$7,721,948	$938,760	$0	$0	$938,760
7	2025	$879,655	$7,876,387	$959,949	$0	$0	$959,949
8	2026	$879,655	$7,876,387	$959,949	$0	$0	$959,949
9	2027	$879,655	$8,033,915	$981,562	$0	$0	$981,562
10	2028	$879,655	$8,033,915	$981,562	$0	$0	$981,562
11	2029	$879,655	$8,194,593	$1,003,607	$0	$0	$1,003,607
12	2030	$879,655	$8,194,593	$1,003,607	$0	$0	$1,003,607
13	2031	$879,655	$8,358,485	$1,026,093	$0	$0	$1,026,093
14	2032	$879,655	$8,358,485	$1,026,093	$0	$0	$1,026,093
15	2033	$879,655	$8,525,655	$1,049,029	$0	$0	$1,049,029
16	2034	$879,655	$8,525,655	$1,049,029	$0	$0	$1,049,029
17	2035	$879,655	$8,696,168	$1,072,423	$0	$0	$1,072,423
18	2036	$879,655	$8,696,168	$1,072,423	$0	$0	$1,072,423
19	2037	$879,655	$8,870,091	$1,096,285	$0	$0	$1,096,285
20	2038	$879,655	$8,870,091	$1,096,285	$0	$0	$1,096,285
21	2039	$879,655	$9,047,493	$1,120,625	$0	$0	$1,120,625
22	2040	$879,655	$9,047,493	$0	$0	$0	$0
23	2041	$879,655	$9,228,443	$0	$0	$0	$0
24	2042	$879,655	$9,228,443	$0	$0	$0	$0
TOTALS				**$19,212,019**	**$0**	**$0**	**$19,212,019**
NET PRESENT VALUE @ 6.0%				**$9,851,778**	**$0**	**$0**	**$9,851,778**
				TIF RP TAX		**CID**	**TOTAL**

*Projected assessed value increases biennially by a 2% inflator.

RESOLUTION NO. __________

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED $20,000,000 TO FINANCE THE COSTS OF ACQUIRING, PURCHASING, INSTALLING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF SCAVUZZO'S FOODIE CAMPUS, LLC AND ITS SUCCESSORS AND ASSIGNS (FOODIE PARK – SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Scavuzzo's Foodie Campus, LLC, a Kansas limited liability company (the "Company"), has submitted to the Issuer an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Issuer finance the cost of acquiring, purchasing, installing, constructing and equipping a commercial facility, consisting of an approximately 266,000 square foot warehouse and distribution facility and approximately 34,000 square feet of office space (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed $20,000,000 (the "Bonds"), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of acquiring, purchasing, installing, constructing and equipping the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed $20,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, purchasing, installing, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the aforementioned costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located generally at the Northeast corner of 47th and Orville Avenue located within the Issuer, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed $20,000,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, purchasing, installing, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Issuer's policies set forth in such policy documents relating to the issuance of industrial revenue bonds; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Issuer.

Section 6. Limited Obligations of the Issuer. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the amounts derived by the Issuer under a lease agreement with respect to the Bonds and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the Issuer, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any the Bonds shall contain substantially the following disclaimer:

> NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE ISSUER CONTAINED UNDER THE CAPTIONS "THE ISSUER" AND "LITIGATION - THE ISSUER" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER, AND THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, purchasing, installing, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 9. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by adoption of an Ordinance and compliance with other state law requirements. The Issuer has not yet adopted an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be issued or that the Project will be approved.

Section 10. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Issuer.

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ADOPTED this ___ day of ___________, 2019.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:___________________________________
Mayor/CEO

[SEAL]

ATTEST:

____
Clerk