

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this ____ day of _____, 2008 by and between the **CITY OF OVERLAND PARK, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“City”); **135 METCALF, L.L.C.**, an Iowa limited liability company, and **STATE LINE, LLC**, an Iowa limited liability company, (collectively “Developer”).

A. Developer is the owner of certain land in the City located at the Southeast corner of 135th Street and Metcalf Avenue and is pursuing the development of a shopping center project on such land (the “Corbin Park Shopping Center”).

B. In connection with the development of the Corbin Park Shopping Center, Developer will be constructing certain transportation related projects, including, but not limited to improvements to 135th Street from Metcalf Avenue to Nall Avenue; improvements to 138th Street, Lamar Street and the interior Loop Road of the shopping center (including paving, storm improvements and lighting); signal improvements at 135th Street and Riley Street, 138th Street and Metcalf Avenue, 135th Street and Glenwood Street, 138th Street and Lamar Avenue, and 139th Street and Metcalf Avenue; mass grading and erosion control; interior site improvements (including grading, curb and gutter, paving, striping, signage, sidewalks, utilities, hardscape, landscaping and lighting); power relocation along 135th and Metcalf; water main construction; sanitary sewer infrastructure; and landscaping. A detailed list of such projects is attached hereto as **Exhibit A** (the “TDD Improvements”). A map showing the location of the TDD Improvements is attached hereto as **Exhibit B**.

C. The City has authority to create a transportation development district (“TDD”), pursuant to K.S.A. 2007 Supp. 12-17,140 through 12-17,149, and amendments thereto, (the “TDD Act”), for the purpose of financing transportation related projects. Under the TDD Act, the owners of all land within the proposed TDD boundaries may petition the City to request the creation of a TDD and to impose special assessments or TDD sales taxes to repay special obligation bonds issued by the City to finance eligible TDD projects, as defined by the TDD Act.

D. On April 2, 2008, the Developer, along with all other property owners within the Corbin Park Shopping Center, submitted a petition requesting the formation of a TDD district located at the Southeast corner of 135th Street and Metcalf Avenue (the “TDD Petition”). A legal description of the boundaries of the transportation development district (“Corbin Park TDD District” or the “District”) is set forth on **Exhibit C** attached hereto. A copy of the TDD Petition is attached hereto as **Exhibit D**.

E. On June 2, 2008, the City approved the creation of the Corbin Park TDD District through the adoption of Ordinance No. TDD-2753 (the “TDD Ordinance”). As was contemplated in the Petition, the TDD Ordinance calls for the TDD Improvements to be financed with TDD Bonds payable from revenues received from the imposition of a TDD Sales Tax. The Ordinance specifies that the TDD Sales Tax is not to commence until July 1, 2009. The TDD Ordinance is attached hereto as **Exhibit E**.

F. The parties now desire to enter into this Agreement to formalize the construction of the TDD Improvements and the financing of the TDD Improvements.

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:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

1. “City” means the City of Overland Park, Kansas.
2. “Developer” means **135 METCALF, L.L.C** and **STATE LINE, LLC** collectively and their successors and assigns.
3. “Event of Default” means any event or occurrence as defined in Article VI of this Agreement.
4. “Net TDD Bond Proceeds” means the proceeds from the sale of the TDD Bonds available to finance the TDD Improvements.
5. “TDD Act” means K.S.A. 2007 Supp. 12-17,140 through 12-17,149 and amendments thereto.
6. “TDD Bonds” means special obligation bonds or special obligation notes payable solely from the sources described in K.S.A. 2007 Supp. 12-17,147 and amendments thereto issued by the City in accordance with the provisions of the TDD Act.
7. “TDD Fund” means the fund maintained by the City that derives its revenues from the TDD Sales Tax generated in the TDD, and that is used to finance the TDD Improvements in the TDD.
8. “TDD Improvements” means the projects and related permissible improvements as authorized under the TDD Act, as more particularly described in Exhibit A.
9. “TDD Ordinance” means Ordinance No. TDD-2753 passed by the City on June 2, 2008.

10. “TDD Sales Tax” means the tax authorized by K.S.A. 2007 Supp. 12-17,145 and amendments thereto.

11. “Term” means from the date of execution of the Agreement to the date of issuance and delivery of the TDD Bonds.

12. “Project” means the improvements described in the Revised Preliminary Development Plan, and Final Development Plan, approved by the City as such plans might be modified or revised in accordance with the Unified Development Ordinance of the City of Overland Park.

13. “Underwriter” means the underwriter or original purchaser of or placement agent for the TDD Bonds selected by the City in consultation with the Developer.

B. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

1. The terms defined in this Article include the plural as well as the singular.

2. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

3. All references herein to “generally accepted governmental accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

4. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

5. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

6. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II **DEVELOPMENT OF THE PROJECT**

A. Completion of the TDD Improvements. Developer shall complete the TDD Improvements in conformance with the Revised Preliminary Development Plan, Final

Development Plan, zoning ordinance, related stipulations, City building codes, and all other applicable rules and regulations. Before commencement of construction or development of any buildings, structures or other work or improvement, Developer shall obtain any and all permits, which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

B. Cost of Project. Developer shall be responsible for and will bear all costs of the Project, including the TDD Improvements, subject to the terms of this Agreement. The total estimated costs of the TDD Improvements are set forth in Exhibit A.

C. Indemnification. The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand arising from the negligent or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees relating to the activities of the Developer and its contractors, subcontractors, agents and employees under this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any property of the Developer, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by the Developer or its agents. The Developer shall give the City immediate written notice of any claim, suit or demand which may be subject to this provision.

D. Insurance. Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the Term and during all phases of the development described herein, maintain or cause to be maintained insurance with respect to 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, similar development projects (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the commercially reasonable judgment of the Developer. Throughout the Term, the Developer agrees to provide the City upon request an Evidence of Property Insurance and Certificate of Liability Insurance listing all coverages applicable to the Project.

E. Discrimination.

1. The Developer shall comply with the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, ancestry or age. The Developer shall further ensure that every contractor, subcontractor or vendor complies with the Kansas Act Against Discrimination.

2. The Developer further agrees that the Developer shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all

other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

ARTICLE III
TDD FINANCING

A. TDD Sales Tax. The City has delivered a copy of the TDD Ordinance to the Kansas Department of Revenue imposing the TDD Sales Tax effective July 1, 2009. The Developer agrees to provide to the City and the Kansas Department of Revenue (the “DOR”) a list of tenants within the TDD no later than January 31, 2009, so that the DOR can notify tenants within the TDD of the requirement of the tenants to impose a TDD Sales Tax beginning July 1, 2009. The Developer also agrees to provide ongoing information to the DOR and the City regarding new tenants within the TDD. Notwithstanding the foregoing, the parties acknowledge that the effective date of the TDD Sales Tax may be delayed to a later date if requested in writing by all owners of record within the TDD District pursuant to the provisions of the TDD Ordinance and approved by the governing body of the City.

B. TDD Fund. During the existence of the TDD and prior to issuance of TDD Bonds, if any, all TDD Sales Taxes generated within the District shall be deposited into a TDD Fund, which shall be established and administered by the City in compliance with the laws of the State of Kansas and this Agreement.

C. TDD Bonds. On a date agreed to by the City and the Developer and subject to the conditions set forth below in paragraph D, the City shall issue TDD Bonds payable from the TDD Sales Tax.

D. Conditions Precedent to TDD Bond Issuance. The issuance of the TDD Bonds shall be subject to Developer complying with the terms of this Agreement and the following:

1. Completion of the TDD Improvements in accordance with the approved Revised Preliminary Development Plan and Final Development Plan, City ordinances, City codes and other rules and regulations pertaining to TDD Improvements;

2. The Developer provides such documentation to the City as required by the Underwriter to reasonably demonstrate that the TDD Sales Tax revenues generated within the TDD District are sufficient to pay debt service on the TDD Bonds with a coverage factor that the Underwriter determines is necessary and that is agreed to by the Developer and the City. The maximum principal amount of the TDD Bonds shall be \$30,000,000.

3. The terms of the TDD Bonds, including but not limited to limitations on sales and transfers to sophisticated investors only, shall be acceptable to the Developer and the City.

4. Certification of Expenditures has been provided and accepted in accordance with Article IV (B) below;

5. The Underwriter shall hold the TDD Bonds in its own account or be responsible for marketing and selling the TDD Bonds, and the City shall be under no obligation to issue TDD Bonds if such TDD Bonds are not marketable after reasonable effort by the Underwriter. Notwithstanding the foregoing, if the Underwriter determines that the TDD Bonds are not marketable after a reasonable effort by such Underwriter, the Developer shall have a right to request that the City market the TDD Bonds thereafter with an alternative underwriter that is reasonably approved by the Developer and upon terms and conditions that are reasonably approved by the Developer.

6. The Kansas Attorney General approves the transcript of proceedings relating to the TDD Bonds as required by K.S.A. 10-108.

7. Bond Counsel provides to the City an opinion to the effect that the TDD Bonds have been validly issued under Kansas law and, if applicable, the interest on the TDD Bonds is exempt from Kansas and federal income taxation, subject to the standard exceptions.

E. Satisfaction of Conditions. Upon receipt of the information set forth above in Section II (D) above, the City shall at the Developer's request and within a reasonable time thereafter either:

1. Provide written notice to the Developer that the requirements of said subsection have been satisfied, at which time it will be the City's intent to issue the TDD Bonds; or

2. Provide written notice as to why such information is not satisfactory and provide specific instructions for resolving any alleged deficiencies.

F. Termination of the TDD. The City shall not terminate the TDD or cease the collection of TDD Sales Tax, except as provided by law.

ARTICLE IV **TDD REIMBURSEMENT**

A. TDD Reimbursement. All Net TDD Bond Proceeds shall be used to reimburse the Developer for the cost of financing construction of the TDD Improvements, as described in Exhibit A. It is anticipated that the estimates of expenses related to the TDD Improvements may change prior to and during actual construction of the TDD Improvements; however, in no event will the reimbursement exceed the maximum authority set out by the TDD Ordinance.

B. Certification of Expenditures. Developer shall certify all costs and expenditures to be made in connection with the TDD Improvements in accordance with the following:

1. The Developer shall submit to the City a Certification of Expenditure in the form attached hereto as **Exhibit F** setting forth the amount for which reimbursement is sought and an itemized listing of the related TDD Improvement.

2. Each Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment.

3. The City reserves the right to have its engineer, City staff or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to examine the Developer's and other's records relating to all costs of TDD Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. The Developer hereby agrees to pay all actual and verifiable expenses incurred by the City pursuant to this paragraph 3.

4. The City shall have sixty (60) calendar days after receipt of any Certification of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditure relates to the TDD Improvements; (2) the expense was incurred; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditure and reimburse the Developer for financing the cost of the TDD Improvements using TDD Bond Proceeds. If the City reasonably disapproves of the Certification of Expenditure, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period.

5. Within ninety (90) days of execution of this Agreement, the Developer shall submit a Certification of Expenditures for those expenditures made prior to the execution of this Agreement in connection with the TDD Improvements. During the Term, the Developer shall submit a Certification of Expenditures for those expenditures made in connection with the TDD Improvements within sixty (60) days of each expenditure.

ARTICLE V
RECOGNITION OF CERTAIN ASSIGNMENTS BY DEVELOPER
AND OF AGENT'S RIGHTS

A. Assignments by Developer.

1. Except as otherwise set forth herein, the Developer shall not assign or transfer all or any of its rights or duties under this Agreement (except as described below) without the prior written approval of the City (which will not be unreasonably withheld), except for assignments, transfers and conveyances of all or substantially all of

Developer's rights and duties under this Agreement to a subsidiary or affiliate which is owned or controlled by the Developer or any entity owned or controlled, directly or indirectly, by the Developer. In the event of a transfer pursuant to this Article V that does not require the consent of the City, the Developer or Manager shall nonetheless promptly provide written notice of the same to the City.

2. The City hereby consents to the assignment of this Agreement by the Developer to Corbin Park, L.P., ("Corbin Park") subject to the satisfaction of the following conditions:

- a. Receipt by the City of an executed assignment from the Developer to Corbin Park; and
- b. Receipt by the City of an executed consent by 135 Metcalf, L.L.C. to the assignment to Corbin Park; and
- c. Receipt by the City of organizational documents of Corbin Park, Corbin 135 L.L.C. and Gateway Corbin, LLC; and
- d. Receipt by the City of certificates of good standing of Corbin Park, Corbin 135 L.L.C. and Gateway Corbin, LLC.

B. Collateral Assignment. The City hereby consents to the Developer's execution and delivery to Bank of America, N.A. ("BOA"), in its capacity as administrative agent for the Lenders (hereinafter defined) of a Collateral Assignment of Development Agreement and Related Rights, as additional security in connection with a construction loan to be made by the Lenders to the Developer pursuant to a Construction Loan Agreement ("Construction Loan Agreement") to be entered into among Developer, as borrower, the financial institutions, a party thereto, (collectively, the "Lenders") and BOA, as administrative agent, subject to the review of an executed original of the Construction Loan Agreement by a City representative or representatives confirming the appointment of BOA as agent for the Lenders for the purpose of the collateral assignment of this Agreement.

ARTICLE VI **DEFAULTS AND REMEDIES**

A. Defaults - General. The following events shall constitute an Event of Default under this Agreement:

1. Subject to the extensions of time set forth in subsection F below (Enforced Delay), failure or delay by any party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in paragraph (2) below, constitutes a default under this Agreement. A party claiming a default (claimant) shall give written notice of default to the other parties, specifying the default complained of.

2. The claimant shall not institute proceedings against a party, nor be entitled to damages if the other party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

B. Remedies on Default. Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may pursue any remedy at law and in equity.

C. Legal Actions.

1. Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

2. Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

a. In the event that any legal action is commenced by the Developer or Agent against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

b. In the event that any legal action is commenced by the City against the Developer or Agent, service of process on the Developer or Agent shall be made by personal service upon an officer or agent of the Developer or Agent and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

D. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

E. Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

F. Enforced Delay; Extension of Times of Performance.

1. In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; market conditions; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

2. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and the Developer.

ARTICLE VII **GENERAL PROVISIONS**

A. Expenses. The Developer shall pay the reasonable legal fees of the City's Bond Counsel incurred in connection with the creation of the TDD and related agreements, prior to one issuance of TDD Bonds. Bond Counsel fees incurred with the issuance of the TDD Bonds will be paid from TDD Bonds and if such TDD Bonds are not issued shall be paid by the Developer. The Developer shall pay the City's financial advisor, where such services performed by the financial advisor are reasonably related and necessary to the City's analysis and review of the TDD Improvements financing including any issuance of TDD Bonds. Such financial advisor fees will be paid from proceeds of TDD Bonds and if such TDD Bonds are not issued shall be paid by the Developer.

B. Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

C. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest.

D. Immunity of Officers, Employees and Members of the City. No personal recourse shall be had for the payment of the principal of or interest on the TDD Bonds or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, member, employee or agent of the City shall be personally liable to the Developer or Agent, or any successor in interest, for any default or breach by the City.

E. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the TDD Improvements as pertinent to the purposes of this Agreement.

F. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Corbin Park Shopping Center, without charges or fees, at normal construction hours during the period of construction for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements.

G. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

H. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

I. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

J. Kansas Law. This Agreement shall be construed in accordance with the laws of the State of Kansas. To the extent there is a conflict between this Agreement and the Ordinance, the Ordinance is controlling.

K. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

135 METCALF, L.L.C.
17110 Marcy Street, Suite #1
Omaha, NE 68118

AND

STATE LINE, LLC
17110 Marcy Street, Suite #1
Omaha, NE 68118

AND

Corbin 135 LLC
Attn: Jeff Johnson
17110 Marcy Street, Suite #1
Omaha, NE 68118

AND

INVESCO Real Estate
Attn: Mr. Ronald L. Ragsdale
Three Galleria Tower
Suite 500
13155 Noel Road
Dallas, TX 75240

With copies to:

Curtis Holland, Esq.
Polsinelli Shalton Flanigan Suelthaus, P.C.
6201 College Blvd., Ste. 500
Overland Park, KS 66211

AND

Seyfarth Shaw LLP
Attn: Lawrence J. Moss
131 South Dearborn Street
Suite 2400
Chicago, IL 60603

To the City:

John Nachbar, City Manager
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212

With copies to:

Kristy Stallings, Deputy City Manager
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212

Bob Watson, City Attorney
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery

thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

L. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

M. Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Johnson County, Kansas.

N. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

O. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations of insurance and indemnification set out in Article II shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during Term.

P. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

IN WITNESS WHEREOF, the City, the Developer and the Agent have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Tammy M. Owens, Senior Assistant City Attorney

EXHIBITS

Exhibit A TDD Improvements and Cost Estimates

Exhibit B Map of the TDD Improvements

Exhibit C Legal Description of the TDD District

Exhibit D TDD Petition

Exhibit E TDD Ordinance

Exhibit F Certification of Expenditure

EXHIBIT A

TDD IMPROVEMENTS AND COST ESTIMATES

Preliminary Opinion of Probable Construction Costs (TDD ELIGIBLE IMPROVEMENTS)
 Limited Project without Pad Preparation
 SE Corner 135th & Metcalf
 Prepared by Olsson Associates
 24-Jan-08

Note: This estimate is based on stipulations received on November 1, 2004 and the associated site plan. Based on a final plan fees could change. Contractor's quantities and costs were incorporated herein and checked.

Estimated Development Costs

Item	Quantity	Units	Price/Unit	Total Cost
PUBLIC STREET IMPROVEMENTS				
135th Street Metcalf to Nall City Project (per City Letters 9/14/06 and 11/13/06)				
Per City Design - (Letter from City)	1	LS	\$ 527,510.38	\$ 527,510.38
Engineering Costs for Design Improvements - (Letter from City)	1	LS	\$ 58,900.00	\$ 58,900.00
138th Street, Lamar Street Widening and Loop Road				
Paving Improvements - (O'Donnell Pay App 13 Final)	1	LS	\$ 2,111,192.00	\$ 2,111,192.00
Storm Improvements 138th Street Only - (Miles Const Pay App 5)	1	LS	\$ 872,702.00	\$ 872,702.00
Loop Road Lighting - (Shaw Electric Pay App 5)	1	LS	\$ 219,880.00	\$ 219,880.00
138th Street Lighting - (Capital Invoice App 7)	1	LS	\$ 205,232.00	\$ 205,232.00
Signal Improvements and Misc. Other Public Improvements (per stipulations)				
135th and Riley Signal (prorated share CP-2) --	1	Each	\$ 23,000.00	\$ 23,000.00
135th and Riley Signal (prorated share CP-O)	1	Each	\$ 2,000.00	\$ 2,000.00
138th and Metcalf Signal (prorated share CP-2)	1	Each	\$ 29,000.00	\$ 29,000.00
138th and Metcalf Signal (prorated share CP-O)	1	Each	\$ 5,000.00	\$ 5,000.00
138th and Metcalf Signal (future cost)	1	Each	\$ 30,000.00	\$ 30,000.00
135th and Glenwood Signal 100% share	1	Each	\$ 120,000.00	\$ 120,000.00
138th and Lamar Signal (13% share future if needed)	1	Each	\$ 15,600.00	\$ 15,600.00
139th and Metcalf Signal (14% share future if needed)	1	Each	\$ 16,800.00	\$ 16,800.00
Subtotal Public Street Improvements				\$ 4,236,816.38
MASS GRADING/EROSION CONTROL				
Mass Grading (Cormac/O'Donnell Pay App 16 Final)	1	LS	\$ 5,804,127.00	\$ 5,804,127.00
Site Erosion Control (DA Davis Gordan and Brown-Gordon Recap)	1	LS	\$ 32,968.00	\$ 32,968.00
Subtotal Mass Grading Improvements				\$ 5,837,095.00
PRIVATE SITE IMPROVEMENTS (Brown Site Phasing Breakdown)				
Phase 1 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 4,415,638.00	\$ 4,415,638.00
Phase 2 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,548,513.00	\$ 2,548,513.00
Phase 1A/3 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,883,913.00	\$ 2,883,913.00
Phase 3A Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,110,817.00	\$ 2,110,817.00
Phase 4&5 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,214,683.00	\$ 2,214,683.00
Phase 6 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,940,427.00	\$ 2,940,427.00
Misc. Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 211,458.00	\$ 211,458.00
Subtotal Private Improvements				\$ 17,325,449.00
POWER RELOCATION				
Utility Pole Relocation Underground (Per Invoice from KCPL)				
135th Street Double Circuit	3,149	LF	\$ 232.00	\$ 730,568.00
Metcalf Single Circuit	2,875	LF	\$ 98.00	\$ 281,750.00
Structures	15	EA	\$ 9,500.00	\$ 142,500.00
Boring under Roads	475	LF	\$ 300.00	\$ 142,500.00
Subtotal Power Relocations				\$ 1,297,318.00
WATER MAIN CONSTRUCTION				
Water Main Construction (Per Invoice from WaterOne)				
1	LS	\$ 650,000.00	\$ 650,000.00	
Subtotal Water Main Construction				\$ 650,000.00
SEWER MAIN CONSTRUCTION				
Package 1 (Per Pay App 4 Miles Construction)				
1	LS	\$ 436,080.00	\$ 436,080.00	
Package 2 (Per Pay Estimate 3 McCorkendale)				
1	LS	\$ 87,373.00	\$ 87,373.00	
Package 3 (Per McCorkendale Bid 8/1/07)				
1	LS	\$ 90,640.00	\$ 90,640.00	
Package 4 (Per McCorkendale Bid 8/6/07)				
1	LS	\$ 20,480.00	\$ 20,480.00	
Package 5 (Per McCorkendale Bid 12/3/07)				
1	LS	\$ 56,370.00	\$ 56,370.00	
Subtotal Sanitary Sewer Improvements				\$ 690,943.00

See Next Page

ESTIMATED TAXES AND FEES

Estimated Taxes and Fees CP-2 Portion**

City Excise Tax CP-2 Based on Land Area	4,242,235 Square Feet	\$ 0.19	\$ 806,024.65
Unspec Transportation Improvements CP-2	1 LS	\$ 763,223.00	\$ 763,223.00
U.S. 69 Ramp Improvements CP-2 (Northeast and Southwest Ramp)			\$ 1,490,880.00
Filing Fees Estimated			\$ 35,000.00
Subtotal CP-2 Fees			\$ 3,095,127.65

Estimated Taxes and Fees CP-0 Portion**

City Excise Tax CP-0 Based on Land Area	179,339 Square Feet	\$ 0.19	\$ 34,074.41
Unspec Transportation Improvements CP-0	1 LS	\$ 37,900.00	\$ 37,900.00
U.S. 69 Ramp Improvements CP-0 (Northeast and Southwest Ramp)			\$ 99,281.00
Subtotal CP-0 Fees			\$ 171,255.41

TDD PROJECT ESTIMATED TOTAL

\$ 33,304,004.44

- * Summary Based on 2005 Excise Tax and UTI Rates
- * Summary Does Not Include Engineering, Architectural, Legal Interest or Real Estate Fees
- * Summary Does Not Include Private Storm Sewer Improvements
- * Estimate is a partial Estimate Since Costs Exceed Reimbursable Limits by TDD

EXHIBIT B

MAP OF TRANSPORTATION DEVELOPMENT DISTRICT

EXHIBIT C

LEGAL DESCRIPTION OF TRANSPORTATION DEVELOPMENT DISTRICT

All of Lot 3, all of Tracts A, C, E, F, G, I, K, L, N, O, P, and Tract M, Corbin Park, Second Plat, all of Tract Q, Corbin Park, Third Plat, all of Lots 1, 2, 3, and 4, Corbin Park, Fourth Plat, all of Lot 17 and all of Tracts R and S, Corbin Park, Fifth Plat, all of Lot 18 and all of Tract U, Corbin Park, Sixth Plat, all of Lot 19 and all of Tract V, Corbin Park, Seventh Plat, all of Lot 20, Corbin Park, Eighth Plat, all of Lot 22, Corbin Park, Ninth Plat, all of Lot 12 and all of Tract T, Corbin Park, Tenth Plat, all of Lots 25, 26, and 27, Corbin Park, Eleventh Plat, all of Lot 24, Corbin Park, Twelfth Plat, all of Lot 29, Corbin Park, Thirteenth Plat, all of Lots 28, 30 and all of Tract B, Corbin Park, Fourteenth Plat, together with an unplatted portion of land, all lying in the Northwest Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence North 88 degrees 07 minutes 14 seconds East along the North line of the Northwest Quarter of said Section 32 a distance of 70.00 feet to a point; thence South 1 degree 54 minutes 06 seconds East a distance of 100.00 feet to the point of intersection of the East right of way line of Metcalf Avenue and the South right of way line of 135th Street, the POINT OF BEGINNING; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 1298.45 feet to the Northeast corner of Tract C, Corbin Park, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 54 minutes 23 seconds East along the East line of said Tract C a distance of 231.04 feet to a point on the North line of Tract M of said Corbin Park, Second Plat; thence North 88 degrees 05 minutes 37 seconds East along the North line of said Tract M a distance of 335.29 feet to a point; thence in a Northeasterly direction along the North line of said Tract M and along a curve to the left, tangent to the last described course, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East along the North line of said Tract M a distance of 128.21 feet to a point on the Westerly line of Tract P of said Corbin Park, Second Plat; thence North 14 degrees 21 minutes 03 seconds West along the Westerly line of said Tract P a distance of 19.68 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the right, tangent to the last described course, having a radius of 250.00 feet, through a central angle of 13 degrees 04 minutes 17 seconds, an arc distance of 57.03 feet to a point; thence North 1 degree 16 minutes 46 seconds West along the Westerly line of said Tract P a distance of 61.39 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the left, tangent to the last described course, having a radius of 100.47 feet, through a central angle of 36 degrees 35 minutes 05 seconds, an arc distance of 64.15 feet to a point on the South right of way line of 135th Street; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 633.15 feet to the Northwest corner of Tract D, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 54 degrees 35 minutes 28 seconds East along the Southwesterly line of said Tract D a distance of 114.30 feet to a point on the West line of Tract A, Corbin Park, First Plat, a subdivision in the City of

Overland Park, Johnson County, Kansas; thence South 1 degree 56 minutes 41 seconds East along the West line of said Tract A, a distance of 34.56 feet to a point; thence in a Southwesterly direction along the West line of said Tract A and along a curve to the right, tangent to the last described course, having a radius of 2529.00 feet, through a central angle of 5 degrees 23 minutes 28 seconds, an arc distance of 237.96 feet to a point; thence South 3 degrees 26 minutes 47 seconds West along the West line of said Tract A, a distance of 192.73 feet to a point; thence South 5 degrees 56 minutes 48 seconds West along the West line of said Tract A, a distance of 132.95 feet to a point; thence in a Southeasterly direction along the West line of said Tract A and along a curve to the left, tangent to the last described course, having a radius of 915.00 feet, through a central angle of 34 degrees 47 minutes 50 seconds, an arc distance of 555.70 feet to a point; thence South 28 degrees 51 minutes 02 seconds East along the West line of said Tract A, a distance of 11.06 feet to a point on the North right of way line of 138th Street as established by the Final Plat of said Corbin Park, First Plat; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears South 61 degrees 22 minutes 46 seconds West, having a radius of 610.00 feet, through a central angle of 18 degrees 06 minutes 33 seconds, an arc distance of 192.80 feet to a point; thence South 79 degrees 29 minutes 17 seconds West along the North right of way line of said 138th Street a distance of 425.28 feet to a point; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the left, tangent to the last described course, having a radius of 635.00 feet, through a central angle of 37 degrees 41 minutes 13 seconds, an arc distance of 417.68 feet to a point; thence South 41 degrees 48 minutes 04 seconds West along the North right of way line of said 138th Street a distance of 78.49 feet to the Southernmost corner of Tract F of said Corbin Park, Second Plat; thence North 48 degrees 11 minutes 56 seconds West along the Westerly line of said Tract F a distance of 30.54 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, tangent to the last described course, having a radius of 1038.00 feet, through a central angle of 1 degree 17 minutes 34 seconds, an arc distance of 23.42 feet to a point; thence North 46 degrees 54 minutes 22 seconds West along the Westerly line of said Tract F a distance of 131.12 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, tangent to the last described course, having a radius of 1038.00 feet, through a central angle of 3 degrees 14 minutes 28 seconds, an arc distance of 58.72 feet to a point on the South line of Tract K of said Corbin Park, Second Plat; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the right whose initial tangent bears South 54 degrees 48 minutes 45 seconds West, having a radius of 274.00 feet, through a central angle of 33 degrees 16 minutes 53 seconds, an arc distance of 159.16 feet to a point; thence South 88 degrees 05 minutes 38 seconds West along the South line of said Tract K a distance of 506.35 feet to a point; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the left, tangent to the last described course, having a radius of 476.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 170.36 feet to a point; thence South 67 degrees 35 minutes 17 seconds West along the South line of said Tract K a distance of 52.82 feet to the Northeast corner of Tract G of said Corbin Park, Second Plat; thence South 22 degrees 24 minutes 43 seconds East along the East line of said Tract G a distance of 280.85 feet to a point; thence in a Southwesterly direction along the East line of said Tract G and along a curve to the right, tangent to the last described course, having a radius of 281.83 feet, through a central angle of 42 degrees 09 minutes 05 seconds, an arc distance of 207.34 feet

to a point; thence South 19 degrees 44 minutes 22 seconds West along the East line of said Tract G a distance of 24.67 feet to a point on the North right of way line of said 138th Street; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears North 74 degrees 17 minutes 45 seconds West, having a radius of 540.00 feet, through a central angle of 13 degrees 31 minutes 55 seconds, an arc distance of 127.54 feet to a point of reverse curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 620.00 feet, through a central angle of 12 degrees 13 minutes 57 seconds, an arc distance of 132.37 feet to a point of compound curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 639.43 feet, through a central angle of 7 degrees 13 minutes 07 seconds, an arc distance of 80.56 feet to a point; thence North 70 degrees 27 minutes 01 seconds West along the North right of way line of said 138th Street a distance of 31.06 feet to a point; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left whose initial tangent bears North 82 degrees 56 minutes 09 seconds West, having a radius of 646.00 feet, through a central angle of 8 degrees 57 minutes 57 seconds, an arc distance of 101.09 feet to a point; thence South 88 degrees 05 minutes 54 seconds West along the North right of way line of said 138th Street a distance of 134.99 feet to a point on the East right of way line of Metcalf Avenue; thence North 1 degree 54 minutes 06 seconds West along the East right of way line of Metcalf Avenue a distance of 1843.88 feet to the POINT OF BEGINNING and containing 3,654,225 Square Feet or 83.889 Acres, more or less.

EXHIBIT D
TDD PETITION

PETITION REQUESTING THE CREATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

TO: The Governing Body of the City of Overland Park, Kansas (hereinafter called
“**Governing Body**”)

The undersigned, being the owners of record, whether resident or not, of all of the land area contained within the hereinafter described proposed transportation development district to be located within the City of Overland Park, Kansas (the “**City**”), hereby petition and request that the Governing Body create such transportation development district and authorize the construction of the transportation development district project improvements hereinafter set forth, all in the manner provided by K.S.A. §12-17,140 et seq. (the “**Act**”). In furtherance of such request, the petitioners state as follows:

1. **BOUNDARIES OF THE PROPOSED TRANSPORTATION
DEVELOPMENT DISTRICT**

A legal description of the boundaries of the proposed transportation development district (“Corbin Park TDD District” or the “District”) is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

A map generally outlining the boundaries of the proposed District is attached as **Exhibit B** hereto and incorporated by reference herein.

2. **GENERAL NATURE**

The general nature of the proposed transportation district projects (the “Projects”) to be improved, constructed, reconstructed, maintained, restored, replaced, renewed, repaired, installed, furnished, equipped or extended are transportation related projects or infrastructure, as defined in K.S.A. § 12-17,141 (k), that are needed in connection with the development of a shopping center project located in the vicinity of the southeast corner of 135th Street and Metcalf Avenue (“Corbin Park Shopping Center”), including, but not

limited to, streets; signing; signalization; utility relocation; drainage conduits; street light fixtures; underground water main; utility services and connections located within or without the public right-of-way; sidewalks; and other work necessary to complete the Projects. Specifically, the Projects include, improvements to 135th Street from Metcalf Avenue to Nall Avenue; improvements to 138th Street, Lamar Street and the interior Loop Road (including paving, storm improvements and lighting); signal improvements at 135th Street and Riley Street, 138th Street and Metcalf Avenue, 135th Street and Glenwood Street, 138th Street and Lamar Avenue, and 139th Street and Metcalf Avenue; mass grading and erosion control; Interior site improvements (including grading, curb and gutter, paving, striping, signage, sidewalks, utilities, hardscape, landscaping and lighting); power relocation along 135th and Metcalf; water main construction; sanitary sewer infrastructure; landscaping; and certain engineering and other consultant costs.

A detailed list of the Projects is described in Exhibit C attached hereto and incorporated by reference herein. A map showing the location of the Projects is attached hereto as Exhibit D.

3. MAXIMUM COST

The estimated total cost of the Projects is \$33,304,004, as described in Exhibit C. By adoption of Resolution No. 3447 on March 21, 2005, the Governing Body limited the maximum cost of the Projects, including costs of issuance, costs of interest on any temporary financing and associated reserves in connection with special obligation bonds to be financed, to no more than \$30,000,000.

4. PROPOSED METHOD OF FINANCING

The developers of the Corbin Park Shopping Center, 135 Metcalf, L.L.C. and State Line, LLC, or their respective successors and assigns (hereinafter collectively, called "Developer"), will initially fund all costs of the Projects. At the request of the Developer, its successors and assigns, all or a portion of the costs of the Projects are proposed to be paid by special obligation bonds issued by the City with a maturity date of not to exceed 22 years. The special obligation bonds shall be issued in the maximum amount that can be marketed at a reasonable acceptable rate. The proceeds of such special obligation bonds shall be available to the fullest extent permitted by law to reimburse Developer, its successors and assigns, for the cost of constructing the Projects. Such special obligation bonds will be solely secured by the pledge of money received from the imposition of a transportation development district sales tax (the "TDD Tax") pursuant to K.S.A. § 12-17,145. It is anticipated that the collection of the TDD Tax shall not begin until all site and building improvements in the Corbin Park Shopping Center are substantially completed.

5. PROPOSED AMOUNT OF SALES TAX

A TDD Tax, in an amount not to exceed 1%, will be imposed on the selling of tangible personal property at retail or rendering or furnishing of taxable services pursuant to the

provisions of the Kansas retailers' sales tax act within the proposed District. Pursuant to K.S.A. § 12-17,145(b), upon receipt of a certified copy of the ordinance authorizing the levy of the TDD Tax, the state director of taxation shall cause such tax to be collected in the district in the same manner provided for the collection of the state retailers' sales tax.

The undersigned petitioner requests that neither the Governing Body nor the City shall transmit to the state director of taxation a certified copy of the ordinance authorizing the levy of the TDD Tax until such time as the undersigned has made a written request for such action to the City Clerk.

6. PROPOSED AMOUNT AND METHOD OF ASSESSMENT

There will be **no** special assessments on property within the boundaries of the proposed District.

7. WITHDRAWAL OF SIGNATURES AND CONSENT TO ASSESSMENT

Names may not be withdrawn from this Petition by the signer hereof after the Governing Body commences consideration of this Petition, or later than seven (7) days after the filing hereof, whichever occurs first.

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the Corbin Park TDD District at the date set forth opposite its signature below and hereby consents to any assessment to the extent described herein without regard to benefits conferred hereby.

The remainder of this page is intentionally left blank.

135 METCALF, L.L.C.

By: [Signature]

Name: Jeffrey W. Johnson

Title: Manager

Date: 3-28-08

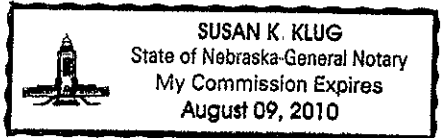
STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 28 day of March, 2008, before me personally appeared Jeffrey Johnson to me personally known, who being by me duly sworn did say that he/she is the manager of 135 Metcalf, L.L.C., an Iowa limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires:
August 9, 2010
[SEAL]



STATE LINE, LLC

By: [Signature]

Name: Jeffrey W. Johnson

Title: Manager

Date: 3-28-08

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

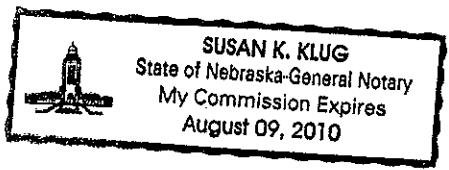
On this 28 day of March, 2008, before me personally appeared Jeffrey Johnson to me personally known, who being by me duly sworn did say that he/she is the Manager of State Line, LLC, an Iowa limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires:

August 9, 2010
[SEAL]



RIVER SHARPE HOLDINGS, LLC

By: [Signature]

Name: Gary Sharpe

Title: sole member

Date: March 27, 2008

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

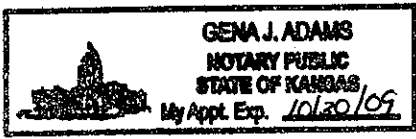
On this 27th day of March, 2008, before me personally appeared Gary Sharpe to me personally known, who being by me duly sworn did say that he/she is the sole member of RIVER SHARPE HOLDINGS, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC

My Commission Expires:

10/30/09
[SEAL]



VALLEY VIEW STATE BANK

By: Timothy J. Kelley

Name: Timothy J. Kelley

Title: President

Date: March 28, 2008

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

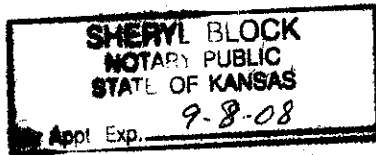
On this 28th day of March, 2008, before me personally appeared Timothy J. Kelley to me personally known, who being by me duly sworn did say that he/she is the President of Valley View State Bank, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sheryl Block
NOTARY PUBLIC Sheryl Block

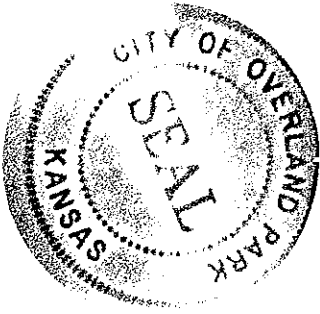
My Commission Expires:

Sept. 8, 2008
[SEAL]



This Petition was filed in my office this 2nd day of April, 2008.

This Petition was examined, considered and found sufficient by the Overland Park
Governing Body this 2nd day of June, 2008.



Marian Cook
Marian Cook, City Clerk

EXHIBIT A
District Legal Description

All of Lot 3, all of Tracts A, C, E, F, G, I, K, L, N, O, P, and Tract M, Corbin Park, Second Plat, all of Tract Q, Corbin Park, Third Plat, all of Lots 1, 2, 3, and 4, Corbin Park, Fourth Plat, all of Lot 17 and all of Tracts R and S, Corbin Park, Fifth Plat, all of Lot 18 and all of Tract U, Corbin Park, Sixth Plat, all of Lot 19 and all of Tract V, Corbin Park, Seventh Plat, all of Lot 20, Corbin Park, Eighth Plat, all of Lot 22, Corbin Park, Ninth Plat, all of Lot 12 and all of Tract T, Corbin Park, Tenth Plat, all of Lots 25, 26, and 27, Corbin Park, Eleventh Plat, all of Lot 24, Corbin Park, Twelfth Plat, all of Lot 29, Corbin Park, Thirteenth Plat, all of Lots 28, 30 and all of Tract B, Corbin Park, Fourteenth Plat, together with an unplatted portion of land, all lying in the Northwest Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence North 88 degrees 07 minutes 14 seconds East along the North line of the Northwest Quarter of said Section 32 a distance of 70.00 feet to a point; thence South 1 degree 54 minutes 06 seconds East a distance of 100.00 feet to the point of intersection of the East right of way line of Metcalf Avenue and the South right of way line of 135th Street, the POINT OF BEGINNING; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 1298.45 feet to the Northeast corner of Tract C, Corbin Park, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 54 minutes 23 seconds East along the East line of said Tract C a distance of 231.04 feet to a point on the North line of Tract M of said Corbin Park, Second Plat; thence North 88 degrees 05 minutes 37 seconds East along the North line of said Tract M a distance of 335.29 feet to a point; thence in a Northeasterly direction along the North line of said Tract M and along a curve to the left, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East along the North line of said Tract M a distance of 128.21 feet to a point on the Westerly line of Tract P of said Corbin Park, Second Plat; thence North 14 degrees 21 minutes 03 seconds West along the Westerly line of said Tract P a distance of 19.68 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the right, having a radius of 250.00 feet, through a central angle of 13 degrees 04 minutes 17 seconds, an arc distance of 57.03 feet to a point; thence North 1 degree 16 minutes 46 seconds West along the Westerly line of said Tract P a distance of 61.39 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the left, having a radius of 100.47 feet, through a central angle of 36 degrees 35 minutes 05 seconds, an arc distance of 64.15 feet to a point on the South right of way line of 135th Street; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 633.15 feet to the Northwest corner of Tract D, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 54 degrees 35 minutes 28 seconds East along the Southwesterly line of said Tract D a distance of 114.30 feet to a point on the West line of Tract A, Corbin Park, First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 56 minutes 41 seconds East along the West line of said Tract A, a distance of 34.56 feet to a point; thence in a

Southwesterly direction along the West line of said Tract A and along a curve to the right, having a radius of 2529.00 feet, through a central angle of 5 degrees 23 minutes 28 seconds, an arc distance of 237.96 feet to a point; thence South 3 degrees 26 minutes 47 seconds West along the West line of said Tract A, a distance of 192.73 feet to a point; thence South 5 degrees 56 minutes 48 seconds West along the West line of said Tract A, a distance of 132.95 feet to a point; thence in a Southeasterly direction along the West line of said Tract A and along a curve to the left, having a radius of 915.00 feet, through a central angle of 34 degrees 47 minutes 50 seconds, an arc distance of 555.70 feet to a point; thence South 28 degrees 51 minutes 02 seconds East along the West line of said Tract A, a distance of 11.06 feet to a point on the North right of way line of 138th Street as established by the Final Plat of said Corbin Park, First Plat; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears South 61 degrees 22 minutes 46 seconds West, having a radius of 610.00 feet, through a central angle of 18 degrees 06 minutes 33 seconds, an arc distance of 192.80 feet to a point; thence South 79 degrees 29 minutes 17 seconds West along the North right of way line of said 138th Street a distance of 425.28 feet to a point; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 635.00 feet, through a central angle of 37 degrees 41 minutes 13 seconds, an arc distance of 417.68 feet to a point; thence South 41 degrees 48 minutes 04 seconds West along the North right of way line of said 138th Street a distance of 78.49 feet to the Southernmost corner of Tract F of said Corbin Park, Second Plat; thence North 48 degrees 11 minutes 56 seconds West along the Westerly line of said Tract F a distance of 30.54 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, having a radius of 1038.00 feet, through a central angle of 1 degree 17 minutes 34 seconds, an arc distance of 23.42 feet to a point; thence North 46 degrees 54 minutes 22 seconds West along the Westerly line of said Tract F a distance of 131.12 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, having a radius of 1038.00 feet, through a central angle of 3 degrees 14 minutes 28 seconds, an arc distance of 58.72 feet to a point on the South line of Tract K of said Corbin Park, Second Plat; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the right whose initial tangent bears South 54 degrees 48 minutes 45 seconds West, having a radius of 274.00 feet, through a central angle of 33 degrees 16 minutes 53 seconds, an arc distance of 159.16 feet to a point; thence South 88 degrees 05 minutes 38 seconds West along the South line of said Tract K a distance of 506.35 feet to a point; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the left, having a radius of 476.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 170.36 feet to a point; thence South 67 degrees 35 minutes 17 seconds West along the South line of said Tract K a distance of 52.82 feet to the Northeast corner of Tract G of said Corbin Park, Second Plat; thence South 22 degrees 24 minutes 43 seconds East along the East line of said Tract G a distance of 280.85 feet to a point; thence in a Southwesterly direction along the East line of said Tract G and along a curve to the right, having a radius of 281.83 feet, through a central angle of 42 degrees 09 minutes 05 seconds, an arc distance of 207.34 feet to a point; thence South 19 degrees 44 minutes 22 seconds West along the East line of said Tract G a distance of 24.67 feet to a point on the North right of way line of said 138th Street; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears North 74 degrees 17 minutes 45 seconds West, having a radius of 540.00 feet, through a central angle

of 13 degrees 31 minutes 55 seconds, an arc distance of 127.54 feet to a point of reverse curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 620.00 feet, through a central angle of 12 degrees 13 minutes 57 seconds, an arc distance of 132.37 feet to a point of compound curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 639.43 feet, through a central angle of 7 degrees 13 minutes 07 seconds, an arc distance of 80.56 feet to a point; thence North 70 degrees 27 minutes 01 seconds West along the North right of way line of said 138th Street a distance of 31.06 feet to a point; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left whose initial tangent bears North 82 degrees 56 minutes 09 seconds West, having a radius of 646.00 feet, through a central angle of 8 degrees 57 minutes 57 seconds, an arc distance of 101.09 feet to a point; thence South 88 degrees 05 minutes 54 seconds West along the North right of way line of said 138th Street a distance of 134.99 feet to a point on the East right of way line of Metcalf Avenue; thence North 1 degree 54 minutes 06 seconds West along the East right of way line of Metcalf Avenue a distance of 1843.88 feet to the POINT OF BEGINNING and containing 3,654,225 Square Feet or 83.889 Acres, more or less

EXHIBIT B

(See Map of the District Attached)



20080619-0005958 06/19/2008
P: 25 of 32 08:15:15 AM
Register of Deeds T20080023140
JO CO KS BK:200806 PG:005958

EXHIBIT C

(See Project Costs Attached)

Preliminary Opinion of Probable Construction Costs (TDD ELIGIBLE IMPROVEMENTS)
 Limited Project without Pad Preparation
 SE Corner 135th & Metcalf
 Prepared by Olsson Associates
 24-Jan-08

Note: This estimate is based on stipulations received on November 1, 2004 and the associated site plan. Based on a final plan fees could change Contractor's quantities and costs were incorporated herein and checked.

Estimated Development Costs

Item	Quantity	Units	Price/Unit	Total Cost
PUBLIC STREET IMPROVEMENTS				
135th Street Metcalf to Nall City Project (per City Letters 9/14/06 and 11/13/06)				
Per City Design - (Letter from City)	1	LS	\$ 527,510.38	\$ 527,510.38
Engineering Costs for Design Improvements - (Letter from City)	1	LS	\$ 58,900.00	\$ 58,900.00
138th Street, Lamar Street Widening and Loop Road				
Paving Improvements - (O'Donnell Pay App 13 Final)	1	LS	\$ 2,111,192.00	\$ 2,111,192.00
Storm Improvements 138th Street Only - (Miles Const Pay App 5)	1	LS	\$ 872,702.00	\$ 872,702.00
Loop Road Lighting - (Shaw Electric Pay App 5)	1	LS	\$ 219,880.00	\$ 219,880.00
138th Street Lighting - (Capital Invoice App 7)	1	LS	\$ 205,232.00	\$ 205,232.00
Signal Improvements and Misc. Other Public Improvements (per stipulations)				
135th and Riley Signal (prorated share CP-2)	1	Each	\$ 23,000.00	\$ 23,000.00
135th and Riley Signal (prorated share CP-O)	1	Each	\$ 2,000.00	\$ 2,000.00
138th and Metcalf Signal (prorated share CP-2)	1	Each	\$ 29,000.00	\$ 29,000.00
138th and Metcalf Signal (prorated share CP-O)	1	Each	\$ 5,000.00	\$ 5,000.00
138th and Metcalf Signal (future cost)	1	Each	\$ 30,000.00	\$ 30,000.00
135th and Glenwood Signal 100% share	1	Each	\$ 120,000.00	\$ 120,000.00
138th and Lamar Signal (13% share future if needed)	1	Each	\$ 15,600.00	\$ 15,600.00
139th and Metcalf Signal (14% share future if needed)	1	Each	\$ 16,800.00	\$ 16,800.00
Subtotal Public Street Improvements				\$ 4,236,816.38
MASS GRADING AND EROSION CONTROL				
Mass Grading (Cormac/O'Donnell Pay App 16 Final)	1	LS	\$ 5,804,127.00	\$ 5,804,127.00
Site Erosion Control (DA Davis-Gordan and Brown-Gordon Recap)	1	LS	\$ 32,968.00	\$ 32,968.00
Subtotal Mass Grading Improvements				\$ 5,837,095.00
PRIVATE SITE IMPROVEMENTS (BROWN SITE PHASING BREAKDOWN)				
Phase 1 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 4,415,638.00	\$ 4,415,638.00
Phase 2 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,548,513.00	\$ 2,548,513.00
Phase 1A/3 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,883,913.00	\$ 2,883,913.00
Phase 3A Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,110,817.00	\$ 2,110,817.00
Phase 4&5 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,214,683.00	\$ 2,214,683.00
Phase 6 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,940,427.00	\$ 2,940,427.00
Misc Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 211,458.00	\$ 211,458.00
Subtotal Private Improvements				\$ 17,325,449.00
UTILITY RELOCATION				
Utility Pole Relocation Underground (Per Invoice from KCPL)				
135th Street Double Circuit	3,149	LF	\$ 232.00	\$ 730,568.00
Metcalf Single Circuit	2,875	LF	\$ 98.00	\$ 281,750.00
Structures	15	EA	\$ 9,500.00	\$ 142,500.00
Boring under Roads	475	LF	\$ 300.00	\$ 142,500.00
Subtotal Power Relocations				\$ 1,297,318.00
PUBLIC WATER MAIN CONSTRUCTION				
Water Main Construction (Per Invoice from WaterOne)	1	LS	\$ 650,000.00	\$ 650,000.00
Subtotal Water Main Construction				\$ 650,000.00
SANITARY SEWER IMPROVEMENTS				
Package 1 (Per Pay App 4 Miles Construction)	1	LS	\$ 436,080.00	\$ 436,080.00
Package 2 (Per Pay Estimate 3 McCorkendale)	1	LS	\$ 87,373.00	\$ 87,373.00
Package 3 (Per McCorkendale Bid 8/1/07)	1	LS	\$ 90,640.00	\$ 90,640.00
Package 4 (Per McCorkendale Bid 8/6/07)	1	LS	\$ 20,480.00	\$ 20,480.00
Package 5 (Per McCorkendale Bid 12/3/07)	1	LS	\$ 56,370.00	\$ 56,370.00
Subtotal Sanitary Sewer Improvements				\$ 690,943.00

See Next Page

CITY FEES

Estimated Taxes and Fees CP-2 Portion**

City Excise Tax CP-2 Based on Land Area	4,242,235 Square Feet	\$ 0.19	\$	806,024.65
Unspec. Transportation Improvements CP-2	1 LS	\$ 763,223.00	\$	763,223.00
U.S. 69 Ramp Improvements CP-2 (Northeast and Southwest Ramp)			\$	1,490,880.00
Filing Fees Estimated			\$	35,000.00
Subtotal CP-2 Fees			\$	3,095,127.65

Estimated Taxes and Fees CP-0 Portion**

City Excise Tax CP-0 Based on Land Area	179,339 Square Feet	\$ 0.19	\$	34,074.41
Unspec. Transportation Improvements CP-0	1 LS	\$ 37,900.00	\$	37,900.00
U.S. 69 Ramp Improvements CP-0 (Northeast and Southwest Ramp)			\$	99,281.00
Subtotal CP-0 Fees			\$	171,255.41

TDD PROJECT ESTIMATED TOTAL **\$ 33,304,004.44**

- * Summary Based on 2005 Excise Tax and UTI Rates
- * Summary Does Not Include Engineering, Architectural, Legal, Interest or Real Estate Fees
- * Summary Does Not Include Private Storm Sewer Improvements
- * Estimate is a partial Estimate Since Costs Exceed Reimbursable Limits by TDD

EXHIBIT D

(See Map of Projects Attached)



EXHIBIT E
TDD ORDINANCE

ORDINANCE NO. TDD-2753

AN ORDINANCE MAKING FINDINGS AS TO THE ADVISABILITY OF AND CREATING A TRANSPORTATION DEVELOPMENT DISTRICT AT THE SOUTHEAST CORNER OF 135th STREET AND METCALF AVENUE; AUTHORIZING THE MAKING OF CERTAIN TRANSPORTATION PROJECTS RELATING THERETO; APPROVING THE MAXIMUM COST OF SUCH TRANSPORTATION PROJECTS; PROVIDING FOR THE METHOD OF FINANCING; AUTHORIZING THE IMPOSITION OF A TRANSPORTATION DEVELOPMENT DISTRICT SALES TAX WITHIN THE TRANSPORTATION DEVELOPMENT DISTRICT; ESTABLISHING A METHOD OF COLLECTION OF SUCH SALES TAX; AND PROVIDING FOR THE SEGREGATION OF SUCH SALES TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST OF THE SALES TAX REVENUE BONDS ISSUED TO FINANCE THE TRANSPORTATION PROJECTS IN THE TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, pursuant to the Transportation Development District Act, K.S.A. 12-17,140 *et seq.*, as amended (the "Act"), the City of Overland Park, Kansas (the "City"), is authorized to acquire interests in property and to construct any project or undertaking relating thereto, including improving, constructing, reconstructing, maintaining, restoring, replacing, renewing, repairing, installing, furnishing, equipping or extending any bridge, street, road, highway access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hanger, shelter, rest area, dock, wharf, lake or river port, airport, railroad, light rail or other mass transit facility or any other transportation related project or infrastructure, including, but not limited to, utility relocation, sanitary and storm sewers and lift stations, drainage conduits, channels and levees, streetlight, fixtures, connection and facilities, underground gas, water, heating and electrical services and connections located within or without the public right-of-way, sidewalks and pedestrian underpasses or overpasses, and water main and extensions (collectively, the "transportation projects"); and

WHEREAS, the Act further authorizes the City, in order to pay the costs of such transportation projects, to impose a transportation development district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within a transportation development district in any increment of .10% or .25% not to exceed 1.0% and to issue special obligation bonds payable from such transportation development district sales tax; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City on April 2, 2008, requesting the creation of a transportation development district (the "Corbin Park TDD"), the making of transportation projects relating thereto and the imposition of a transportation development district sales tax in order to pay the costs of such transportation projects; and

WHEREAS, the Petition was signed by the owners of record, whether resident or not, of all of the land area within the proposed district; and

WHEREAS, the proposed Corbin Park IDD is located at the Southeast corner of 135th Street and Metcalf Avenue within the City; and

WHEREAS, the Act provides that prior to creating any transportation development district, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creating such transportation development district and the construction of such transportation projects relating thereto, and to give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed transportation development district, the second publication to be at least seven days prior to the hearing and such certified mail sent at least ten days prior to such hearing; and

WHEREAS, the Governing Body of the City adopted Resolution No. 3677 (the "Resolution") on May 5, 2008, directing that a public hearing on the proposed Corbin Park IDD be held on June 2, 2008, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution was published once each week for two consecutive weeks in the *Olathe Daily News* and notice of the public hearing was mailed by certified mail to all owners within the Corbin Park IDD; and

WHEREAS, on June 2, 2008, the Governing Body of the City conducted a public hearing on the proposed Corbin Park IDD, the proposed transportation projects relating thereto, the method of financing the same and the imposition of a transportation development district sales tax; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the Corbin Park IDD and set forth the boundaries thereof, authorize transportation projects relating thereto, approve the maximum costs of such transportation projects, approve the method of financing the same and impose the transportation development district sales tax, all in accordance with the provisions of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

Section 1. Creation of Corbin Park Transportation Development District. The Governing Body of the City hereby finds and determines it is advisable to create the Corbin Park Transportation Development District within the City and approve the boundaries thereof, and, as such, hereby creates the Corbin Park Transportation Development District and approves the boundaries thereof. A legal description of the property within the Corbin Park IDD is set forth on **Exhibit A** attached hereto and incorporated by reference. A map generally outlining the boundaries of the Corbin Park IDD is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 2. Authorization of Transportation Development District Projects. The Governing Body of the City hereby finds and determines that it is advisable to authorize the following transportation development district projects (the "Project") within the Corbin Park IDD and, as such authorizes the following Project:

Street construction and improvements; traffic signals; mass grading and erosion control; water and storm sewer improvements; utility line locations and connections; and all other related work to complete the Project in connection with a commercial development. The general scope of the Project is set forth on **Exhibit C** attached hereto and incorporated herein by reference.

Section 3. Maximum Cost. The maximum cost of the Project is thirty million dollars (\$30,000,000).

Section 4. Method of Financing. The Project will be financed with special obligation bonds (the "Revenue Bonds") payable from revenues received from the imposition of a transportation development district sales tax in the amount of one percent (1.0%) (the "TDD Sales Tax") on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act within the Corbin Park TDD. There will be **no** special assessments levied pursuant to the Act within the boundaries of the Corbin Park TDD.

Section 5. Imposition of Transportation District Sales Tax. In order to provide for the repayment of the principal and interest of the sales tax revenue bonds issued to finance the costs of the Project, the Governing Body of the City hereby imposes the TDD Sales Tax within the Corbin Park TDD in an amount of one percent (1.0%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the Corbin Park TDD with such TDD Sales Tax to commence on July 1, 2009, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record in the district.

Section 6. Collection of the Sales Tax. The collection of the TDD Sales Tax shall be made in the manner prescribed by the Act.

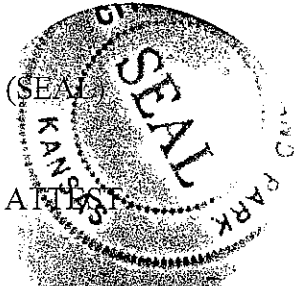
Section 7. Segregation of Sales Tax Revenues. All revenues derived from the collection of the TDD Sales Tax shall be deposited into a special fund of the City to be designated as the Corbin Park Transportation Development District Sales Tax Revenue Fund. Such revenues shall be used to repay the principal and interest of the sales tax revenue bonds and related expenses.

Section 8. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in an official City newspaper.

THIS ORDINANCE is hereby passed by the Governing Body of the City of Overland Park, Kansas, this 2nd day of June, 2008.

CITY OF OVERLAND PARK, KANSAS

By: Carl Gerlach
Carl Gerlach
Mayor



By: Marian Cook
Marian Cook
City Clerk

APPROVED AS TO FORM

By: Tammy M. Owens
Tammy M. Owens
Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF TRANSPORTATION DEVELOPMENT DISTRICT

All of Lot 3, all of Tracts A, C, E, F, G, I, K, L, N, O, P, and Tract M, Corbin Park, Second Plat, all of Tract Q, Corbin Park, Third Plat, all of Lots 1, 2, 3, and 4, Corbin Park, Fourth Plat, all of Lot 17 and all of Tracts R and S, Corbin Park, Fifth Plat, all of Lot 18 and all of Tract U, Corbin Park, Sixth Plat, all of Lot 19 and all of Tract V, Corbin Park, Seventh Plat, all of Lot 20, Corbin Park, Eighth Plat, all of Lot 22, Corbin Park, Ninth Plat, all of Lot 12 and all of Tract T, Corbin Park, Tenth Plat, all of Lots 25, 26, and 27, Corbin Park, Eleventh Plat, all of Lot 24, Corbin Park, Twelfth Plat, all of Lot 29, Corbin Park, Thirteenth Plat, all of Lots 28, 30 and all of Tract B, Corbin Park, Fourteenth Plat, together with an unplatted portion of land, all lying in the Northwest Quarter of Section 32, Township 13 South, Range 25 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

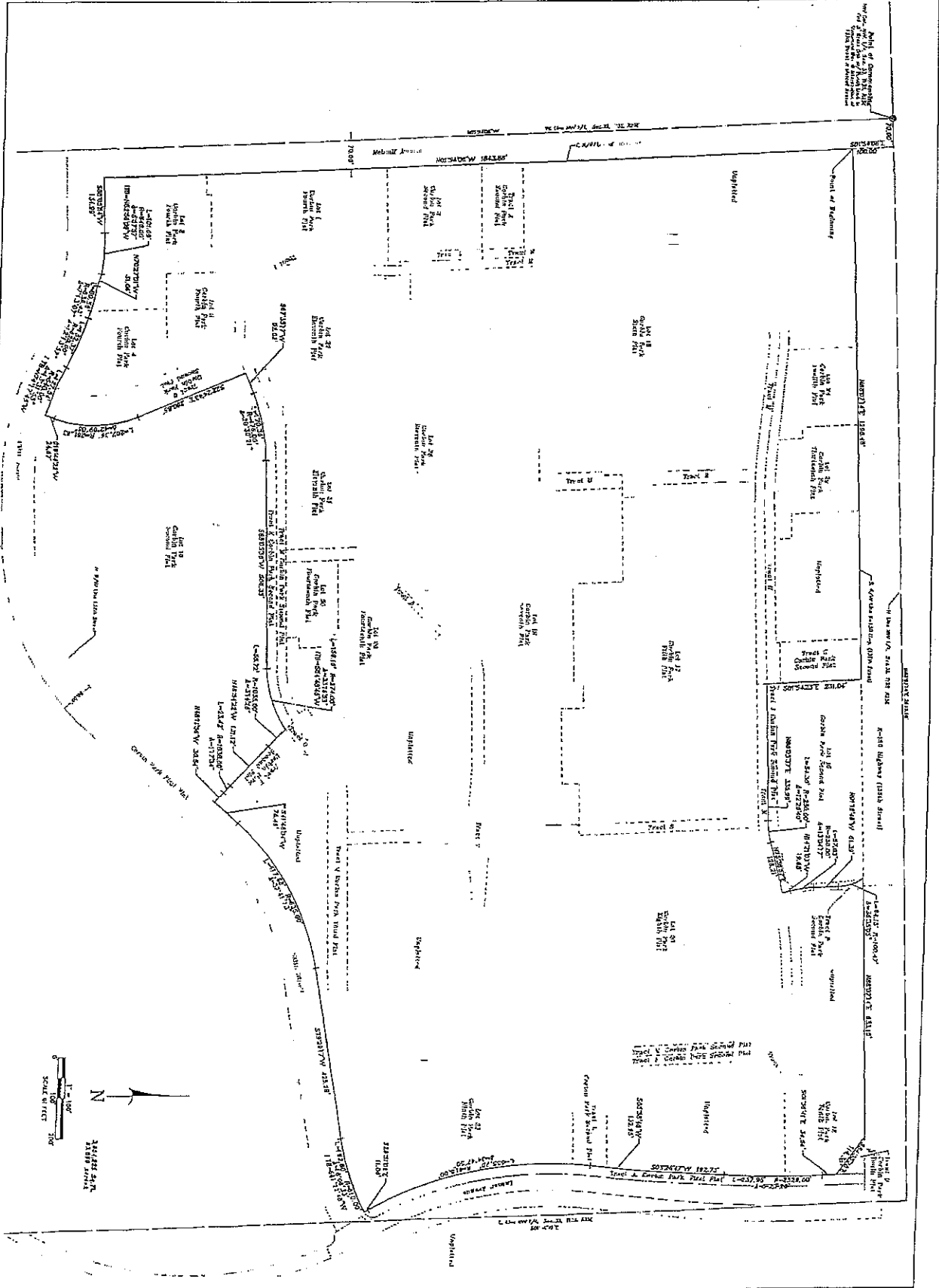
COMMENCING at the Northwest corner of the Northwest Quarter of Section 32, Township 13 South, Range 25 East; thence North 88 degrees 07 minutes 14 seconds East along the North line of the Northwest Quarter of said Section 32 a distance of 70.00 feet to a point; thence South 1 degree 54 minutes 06 seconds East a distance of 100.00 feet to the point of intersection of the East right of way line of Metcalf Avenue and the South right of way line of 135th Street, the POINT OF BEGINNING; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 1298.45 feet to the Northeast corner of Tract C, Corbin Park, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 54 minutes 23 seconds East along the East line of said Tract C a distance of 231.04 feet to a point on the North line of Tract M of said Corbin Park, Second Plat; thence North 88 degrees 05 minutes 37 seconds East along the North line of said Tract M a distance of 335.29 feet to a point; thence in a Northeasterly direction along the North line of said Tract M and along a curve to the left, tangent to the last described course, having a radius of 250.00 feet, through a central angle of 12 degrees 26 minutes 40 seconds, an arc distance of 54.30 feet to a point; thence North 75 degrees 38 minutes 57 seconds East along the North line of said Tract M a distance of 128.21 feet to a point on the Westerly line of Tract P of said Corbin Park, Second Plat; thence North 14 degrees 21 minutes 03 seconds West along the Westerly line of said Tract P a distance of 19.68 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the right, tangent to the last described course, having a radius of 250.00 feet, through a central angle of 13 degrees 04 minutes 17 seconds, an arc distance of 57.03 feet to a point; thence North 1 degree 16 minutes 46 seconds West along the Westerly line of said Tract P a distance of 61.39 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract P and along a curve to the left, tangent to the last described course, having a radius of 100.47 feet, through a central angle of 36 degrees 35 minutes 05 seconds, an arc distance of 64.15 feet to a point on the South right of way line of 135th Street; thence North 88 degrees 07 minutes 14 seconds East along the South right of way line of 135th Street a distance of 633.15 feet to the Northwest corner of Tract D, Corbin Park, Tenth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 54 degrees 35 minutes 28 seconds East along the Southwesterly line of said Tract D a

distance of 114.30 feet to a point on the West line of Tract A, Corbin Park, First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas; thence South 1 degree 56 minutes 41 seconds East along the West line of said Tract A, a distance of 34.56 feet to a point; thence in a Southwesterly direction along the West line of said Tract A and along a curve to the right, tangent to the last described course, having a radius of 2529.00 feet, through a central angle of 5 degrees 23 minutes 28 seconds, an arc distance of 237.96 feet to a point; thence South 3 degrees 26 minutes 47 seconds West along the West line of said Tract A, a distance of 192.73 feet to a point; thence South 5 degrees 56 minutes 48 seconds West along the West line of said Tract A, a distance of 132.95 feet to a point; thence in a Southeasterly direction along the West line of said Tract A and along a curve to the left, tangent to the last described course, having a radius of 915.00 feet, through a central angle of 34 degrees 47 minutes 50 seconds, an arc distance of 555.70 feet to a point; thence South 28 degrees 51 minutes 02 seconds East along the West line of said Tract A, a distance of 11.06 feet to a point on the North right of way line of 138th Street as established by the Final Plat of said Corbin Park, First Plat; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears South 61 degrees 22 minutes 46 seconds West, having a radius of 610.00 feet, through a central angle of 18 degrees 06 minutes 33 seconds, an arc distance of 192.80 feet to a point; thence South 79 degrees 29 minutes 17 seconds West along the North right of way line of said 138th Street a distance of 425.28 feet to a point; thence in a Southwesterly direction along the North right of way line of said 138th Street and along a curve to the left, tangent to the last described course, having a radius of 635.00 feet, through a central angle of 37 degrees 41 minutes 13 seconds, an arc distance of 417.68 feet to a point; thence South 41 degrees 48 minutes 04 seconds West along the North right of way line of said 138th Street a distance of 78.49 feet to the Southernmost corner of Tract F of said Corbin Park, Second Plat; thence North 48 degrees 11 minutes 56 seconds West along the Westerly line of said Tract F a distance of 30.54 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, tangent to the last described course, having a radius of 1038.00 feet, through a central angle of 1 degree 17 minutes 34 seconds, an arc distance of 23.42 feet to a point; thence North 46 degrees 54 minutes 22 seconds West along the Westerly line of said Tract F a distance of 131.12 feet to a point; thence in a Northwesterly direction along the Westerly line of said Tract F and along a curve to the right, tangent to the last described course, having a radius of 1038.00 feet, through a central angle of 3 degrees 14 minutes 28 seconds, an arc distance of 58.72 feet to a point on the South line of Tract K of said Corbin Park, Second Plat; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the right whose initial tangent bears South 54 degrees 48 minutes 45 seconds West, having a radius of 274.00 feet, through a central angle of 33 degrees 16 minutes 53 seconds, an arc distance of 159.16 feet to a point; thence South 88 degrees 05 minutes 38 seconds West along the South line of said Tract K a distance of 506.35 feet to a point; thence in a Southwesterly direction along the South line of said Tract K and along a curve to the left, tangent to the last described course, having a radius of 476.00 feet, through a central angle of 20 degrees 30 minutes 21 seconds, an arc distance of 170.36 feet to a point; thence South 67 degrees 35 minutes 17 seconds West along the South line of said Tract K a distance of 52.82 feet to the Northeast corner of Tract G of said Corbin Park, Second Plat; thence

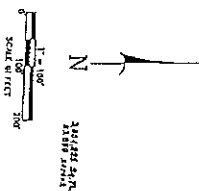
South 22 degrees 24 minutes 43 seconds East along the East line of said Tract G a distance of 280.85 feet to a point; thence in a Southwesterly direction along the East line of said Tract G and along a curve to the right, tangent to the last described course, having a radius of 281.83 feet, through a central angle of 42 degrees 09 minutes 05 seconds, an arc distance of 207.34 feet to a point; thence South 19 degrees 44 minutes 22 seconds West along the East line of said Tract G a distance of 24.67 feet to a point on the North right of way line of said 138th Street; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the right whose initial tangent bears North 74 degrees 17 minutes 45 seconds West, having a radius of 540.00 feet, through a central angle of 13 degrees 31 minutes 55 seconds, an arc distance of 127.54 feet to a point of reverse curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 620.00 feet, through a central angle of 12 degrees 13 minutes 57 seconds, an arc distance of 132.37 feet to a point of compound curvature; thence continuing in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left, having a radius of 639.43 feet, through a central angle of 7 degrees 13 minutes 07 seconds, an arc distance of 80.56 feet to a point; thence North 70 degrees 27 minutes 01 seconds West along the North right of way line of said 138th Street a distance of 31.06 feet to a point; thence in a Northwesterly direction along the North right of way line of said 138th Street and along a curve to the left whose initial tangent bears North 82 degrees 56 minutes 09 seconds West, having a radius of 646.00 feet, through a central angle of 8 degrees 57 minutes 57 seconds, an arc distance of 101.09 feet to a point; thence South 88 degrees 05 minutes 54 seconds West along the North right of way line of said 138th Street a distance of 134.99 feet to a point on the East right of way line of Metcalf Avenue; thence North 1 degree 54 minutes 06 seconds West along the East right of way line of Metcalf Avenue a distance of 1843.88 feet to the POINT OF BEGINNING and containing 3,654,225 Square Feet or 83.889 Acres, more or less.

EXHIBIT B

MAP OF TRANSPORTATION DEVELOPMENT DISTRICT



City of Overland Park
 Department of Public Works
 Planning & Development
 1100 West 15th Street, Suite 200
 Overland Park, KS 66204



TOD DESCRIPTION

NO.	DATE	DESCRIPTION

OVERLAND PARK, KANSAS

2008

REVISIONS

MOLSSON ASSOCIATES

201 First Street, Suite 200
 Overland Park, KS 66204
 TEL: 913.241.1175
 FAX: 913.241.1174

SHEET
 1 OF 1

EXHIBIT C

GENERAL DESCRIPTION OF DISTRICT PROJECTS

Preliminary Opinion of Probable Construction Costs (TDD ELIGIBLE IMPROVEMENTS)
 Limited Project without Pad Preparation
 SE Corner 135th & Metcalf
 Prepared by Olsson Associates
 24-Jan-08

Note: This estimate is based on stipulations received on November 1, 2004 and the associated site plan. Based on a final plan fees could change. Contractor's quantities and costs were incorporated herein and checked.

Estimated Development Costs

Item	Quantity	Units	Price/Unit	Total Cost
135th Street Metcalf to Nall City Project (per City Letters 9/14/06 and 11/13/06)				
Per City Design - (Letter from City)	1	LS	\$ 527,510.38	\$ 527,510.38
Engineering Costs for Design Improvements - (Letter from City)	1	LS	\$ 58,900.00	\$ 58,900.00
138th Street, Lamar Street Widening and Loop Road				
Paving Improvements - (O'Donnell Pay App 13 Final)	1	LS	\$ 2,111,192.00	\$ 2,111,192.00
Storm Improvements 138th Street Only - (Miles Const Pay App 5)	1	LS	\$ 872,702.00	\$ 872,702.00
Loop Road Lighting - (Shaw Electric Pay App 5)	1	LS	\$ 219,880.00	\$ 219,880.00
138th Street Lighting - (Capital Invoice App 7)	1	LS	\$ 205,232.00	\$ 205,232.00
Signal Improvements and Misc Other Public Improvements (per stipulations)				
135th and Riley Signal (prorated share CP-2) ---	1	Each	\$ 23,000.00	\$ 23,000.00
135th and Riley Signal (prorated share CP-0)	1	Each	\$ 2,000.00	\$ 2,000.00
138th and Metcalf Signal (prorated share CP-2)	1	Each	\$ 29,000.00	\$ 29,000.00
138th and Metcalf Signal (prorated share CP-0)	1	Each	\$ 5,000.00	\$ 5,000.00
138th and Metcalf Signal (future cost)	1	Each	\$ 30,000.00	\$ 30,000.00
135th and Glenwood Signal 100% share	1	Each	\$ 120,000.00	\$ 120,000.00
138th and Lamar Signal (13% share future if needed)	1	Each	\$ 15,600.00	\$ 15,600.00
139th and Metcalf Signal (14% share future if needed)	1	Each	\$ 16,800.00	\$ 16,800.00
Subtotal Public Street Improvements				\$ 4,236,816.38
MASS GRADING				
Mass Grading (Corrino/O'Donnell Pay App 16 Final)	1	LS	\$ 5,804,127.00	\$ 5,804,127.00
Site Erosion Control (DA Davis Gordon and Brown-Gordon Recap)	1	LS	\$ 32,968.00	\$ 32,968.00
Subtotal Mass Grading Improvements				\$ 5,837,095.00
PHASE 1-6 SITE IMPROVEMENTS				
Phase 1 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 4,415,638.00	\$ 4,415,638.00
Phase 2 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,548,513.00	\$ 2,548,513.00
Phase 1A/3 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,883,913.00	\$ 2,883,913.00
Phase 3A Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,110,817.00	\$ 2,110,817.00
Phase 4&5 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,214,683.00	\$ 2,214,683.00
Phase 6 Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 2,940,427.00	\$ 2,940,427.00
Misc Site Improvements (Brown Site Phasing Breakdown)	1	LS	\$ 211,458.00	\$ 211,458.00
Subtotal Private Improvements				\$ 17,325,449.00
UTILITY POLE RELOCATION UNDERGROUND				
Utility Pole Relocation Underground (Per Invoice from KCPL)				
135th Street Double Circuit	3 149	LF	\$ 232.00	\$ 730,568.00
Metcalf Single Circuit	2 875	LF	\$ 98.00	\$ 281,750.00
Structures	15	EA	\$ 9,500.00	\$ 142,500.00
Boring under Roads	475	LF	\$ 300.00	\$ 142,500.00
Subtotal Power Relocations				\$ 1,297,318.00
WATER MAIN CONSTRUCTION				
Water Main Construction (Per Invoice from WaterOne)	1	LS	\$ 650,000.00	\$ 650,000.00
Subtotal Water Main Construction				\$ 650,000.00
SEWERAGE				
Package 1 (Per Pay App 4 Miles Construction)	1	LS	\$ 436,080.00	\$ 436,080.00
Package 2 (Per Pay Estimate 3 McCorkendale)	1	LS	\$ 87,373.00	\$ 87,373.00
Package 3 (Per McCorkendale Bid 8/1/07)	1	LS	\$ 90,640.00	\$ 90,640.00
Package 4 (Per McCorkendale Bid 8/6/07)	1	LS	\$ 20,480.00	\$ 20,480.00
Package 5 (Per McCorkendale Bid 12/3/07)	1	LS	\$ 56,370.00	\$ 56,370.00
Subtotal Sanitary Sewer Improvements				\$ 690,943.00

See Next Page

Estimated Taxes and Fees CP-2 Portion**

City Excise Tax CP-2 Based on Land Area	4,242,235 Square Feet	\$ 0.19	\$ 806,024.65
Unspec Transportation Improvements CP-2	1 LS	\$ 763,223.00	\$ 763,223.00
U.S. 69 Ramp Improvements CP-2 (Northeast and Southwest Ramp)			\$ 1,490,880.00
Filing Fees Estimated			\$ 35,000.00
Subtotal CP-2 Fees			\$ 3,095,127.65

Estimated Taxes and Fees CP-0 Portion**

City Excise Tax CP-0 Based on Land Area	179,339 Square Feet	\$ 0.19	\$ 34,074.41
Unspec Transportation Improvements CP-0	1 LS	\$ 37,900.00	\$ 37,900.00
U.S. 69 Ramp Improvements CP-0 (Northeast and Southwest Ramp)			\$ 99,281.00
Subtotal CP-0 Fees			\$ 171,255.41

YDD PROJECT ESTIMATED TOTAL

\$ 33,304,064.44

- * Summary Based on 2005 Excise Tax and UTI Rates
- * Summary Does Not Include Engineering, Architectural, Legal Interest or Real Estate Fees
- * Summary Does Not Include Private Storm Sewer Improvements
- * Estimate is a partial Estimate Since Costs Exceed Reimbursable Limits by TDD

EXHIBIT F
FORM OF CERTIFICATION OF EXPENDITURE

CERTIFICATION OF EXPENDITURES
CORBIN PARK DEVELOPMENT PROJECT

Date: _____

Certification # _____

Governing Body of the
City of Overland Park, Kansas

In accordance with the Development Agreement dated _____, 2008 (the "Agreement"), between the City of Overland Park, Kansas (the "City"), and 135 Metcalf, L.L.C. and State Line, LLC (collectively "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer for the cost of financing the TDD Improvements, as follows:

1. To the best of my knowledge, all amounts are expenses for TDD Improvements that are reimbursable to the Developer pursuant to the Agreement.
2. All amounts have been advanced by the Developer for TDD Improvement costs in accordance with the Agreement and represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.

The Developer further certifies that all insurance policies which are required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$ _____ which amount is itemized on Exhibit A attached hereto and which Exhibit A includes _____ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate.

Approved:

City's Representative

By: _____
Its _____

EXHIBIT A
TO CERTIFICATION OF EXPENDITURES
OF CORBIN PARK DEVELOPMENT PROJECT
PAGE _____ OF _____

Date: _____

Certification # _____

DESCRIPTION OF EXPENSE (ATTACH ADDITIONAL SUPPORTING DOCUMENTATION)

Amount of Expense

\$ _____

1.

\$ _____

2.

\$ _____

3.

\$ _____

4.

\$ _____

TOTAL EXPENSES

\$ _____

Initials of Developer