

4/4/13 EXECUTIVE SUMMARY
PROJECT BLUHAWK- TRANSPORTATION DEVELOPMENT DISTRICT
AND INTERCHANGE AT 159th AND U.S. 69

A. BluHawk Development Agreement

1. Parties. The City of Overland Park (the "City") and a new Price Brothers entity called JEP 159/69 LLC, a Kansas limited liability company ("Developer").

2. Nature of the Agreement. Generally, this is an agreement to create a transportation development district ("TDD") on approximately 100 acres of vacant ground that is owned by the Developer and is a part of a larger tract owned by Developer and generally located between 159th Street and 167th and between U.S. Highway 69 and Antioch Road. Developer anticipates approximately 1,000,000 square feet of mixed-use retail within the TDD, including (among other things), a grocery store, a drug store, neighborhood services and offerings, specialty and boutique shops, restaurants, entertainment and other retail concepts. Pursuant to a proposed agreement (the "City/State Agreement," as described in more detail below) with the Kansas Department of Transportation ("KDOT") which would be executed at the same time as the Development Agreement, KDOT is planning to fund the construction of a new interchange located at 159th and U.S. 69 (the "Interchange"), and a portion of the costs of the Interchange would be reimbursed to KDOT with the first \$11M of proceeds generated by this TDD. Additionally, Developer agrees to convey to the City an approximate 5 acre site which is adjacent to the TDD and located on Antioch for use as a fire station or other municipal safety operations facilities.

3. The Developer's Project. Developer agrees to build the 1,000,000 square feet of retail within the TDD in multiple phases in accordance with the Performance Milestones set forth on Exhibit H. The first phase of retail (125,000 s.f.) would commence in June of 2014 and is required to be completed in June of 2016. The last retail phase (Phase 8, consisting of 109,000) is to commence and complete in 2023. Though not legally required by the Development Agreement, the Developer contemplates a larger project (in addition to the TDD) that would include (a) approximately 65,000 square feet of general office and medical office space, (b) a medical center campus designed, constructed and operated by Shawnee Mission Medical Center and including a hospital, (c) approximately 350 multi-family residential units including apartments and for-sale "pinwheel" residential units, and (d) approximately 128 single family homes.

4. The Interchange. The new Interchange will be designed, engineered and constructed by the City. However, the \$14M cost of the Interchange will be paid for by KDOT pursuant to the terms of the City/State Agreement, \$3M of which will be provided to the City in the form of a grant and the remaining \$11M which is to be reimbursed to KDOT from time to time as TDD proceeds are generated from TDD sales taxes within the TDD. The City shall pay for preliminary design/engineering costs for the Interchange, which are currently estimated to be approximately \$800,000. The Developer will pay for the right of way acquisition costs and is required to escrow \$640,000 when the City initiates the process of acquiring right of way for the Interchange. The City is required to let the project by July 1, 2014 (as long as Developer has commenced Phase 1 of the retail project at that time), and to complete the Interchange by December 31, 2015. If the City fails to meet its deadlines with regard to the Interchange, then the Developer's sole remedies are day-for-day delays against the Performance Milestones set forth on Exhibit H.

5. 164th and Antioch Street Improvements. The City is obligated to design and construct 164th Street from Antioch Road, which shall include construction of a modified turn lane onto 164th

Street from Antioch Road and a four-way traffic signal on Antioch Road to 164th Street. The costs of these improvements shall be equally shared by Developer and the City and will generally proceed on the City's schedule, unless the Developer requests an expedited schedule – in which case Developer may have the right to take over and complete the improvements on the faster schedule, subject to certain conditions.

6. The TDD. Developer owns all of the property that comprises the district and the TDD would provide for a 1% additional sales tax for a period of up to 22 years. The TDD will be pay-as-you-go only, with no opportunity to issue bonds. As mentioned above, the first \$11M of TDD proceeds will be paid to KDOT to reimburse it for its funding of the Interchange. After full satisfaction of KDOT, the Developer may receive TDD sales tax revenues for eligible project costs, up to a TDD Cap of \$21M. The projected TDD costs are shown on Exhibit G to the Development Agreement.

7. Payment of City's Costs/Administrative Fee. The Agreement provides that the Developer will pay the City's costs for negotiating this agreement and implementing the TDD. It also provides for a TDD Administrative Fee in an amount equal to the greater of \$5,000 or 1% of the TDD Sales Tax collected during any year of the Agreement.

8. Assignment Rights. In Section 6.01, the parties generally agree that Developer may not assign this Agreement without the approval of the City's governing body (in your sole discretion) and this requires analysis of a proposed assignee's qualifications, experience and financial condition. However, Section 6.03 allows certain assignments by Developer without City consent or approval – namely, (a) transfers to Developer's affiliates (as long as they have net worth as strong as Developer's), (b) security interests granted to construction or permanent lenders, and (c) sales or leases to retail tenants and operators in the normal course of business (provided that any such sales to retail tenants may not exceed 50% of the land area in the TDD without City consent).

9. Default and Remedies. In Section 9.03 of the Agreement, the parties agree that if the Developer shall default, then the City may (a) refuse to approve any further certificates of expenditures and/or make any further disbursements of TDD Sales Tax to Developer unless and until such default is cured by the Developer (which shall not affect the KDOT payments thereunder), and/or (ii) terminate the TDD and/or the TDD Sales Tax, in which case Developer shall have no further rights to any proceeds or reimbursements, and/or (iii) terminate this Agreement.