

## **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) is made as of the 10 day of July, 2019, between the **City of Olathe, Kansas**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the “**City**”), and **RIDGEVIEW EQUITIES, LLC**, a Kansas limited liability company and **OSC, LLC**, a Kansas limited liability company (collectively, the “**Developer**”, and together with the City, the “**Parties**”).

**WHEREAS**, City and Ridgeview Equities, LLC did enter into that certain Development Agreement effective as of August 1, 2017, as amended by that certain Amendment to Development Agreement dated December 19, 2017 (collectively, the “**Agreement**”) relating to the development of certain property described therein, located in Olathe, Kansas; and

**WHEREAS**, since the Agreement was executed, the Developer has incurred approximately one million dollars (\$1,000,000) of additional public infrastructure costs which are required to make improvements to 105<sup>th</sup> and 106<sup>th</sup> Street and Ridgeview Road and an additional access point for the parking lot serving Fields 7, 8 and 9, and to acquire additional right-of-way at 106<sup>th</sup> Street and Ridgeview Road; and

**WHEREAS**, the Parties now desire to amend the Agreement to account for the Developer’s additional project costs.

**NOW, THEREFORE**, Developer and City agree as follows:

1. The following definitions set forth in **Section 1.02 (Definitions of Words and Terms)** are hereby amended as follows:

“**CID Costs Cap**” means \$4,500,000 in CID Revenues plus interest as described in this Agreement (but excluding the CID Administrative Fee).

“**Redevelopment Project Costs Cap**” means Thirteen Million, Five Hundred Thousand Dollars (\$13,500,000) plus interest, financing costs of Developer, CID Administrative Service Fees, TIF Administrative Service Fees and expenses incurred by the City in connection with the Project.

“**TIF Cap**” means \$9,000,000 in Incremental Tax Revenues plus interest as described in this Agreement (but excluding the 3% Transient Guest Tax dedicated in **Section 5.03(A)(3)** and the TIF Administrative Service Fee).

“**TIF Term**” means that period of time equal to 20 years, beginning April 1, 2018, or until the TIF Cap is achieved, whichever occurs first.

2. **Exhibit E (PROJECT SCHEDULE)** is hereby amended to read as follows:

**EXHIBIT E**  
**PROJECT SCHEDULE**

Site work/ Grading (Clarkson)	December 20, 2017 - June 1, 2018
Soccer Fields installation	June 1, 2018 – April 1, 2019
Complex buildings	June 1, 2018 – August 1, 2019
Retail Pads (OSC 2,3,4)	June 1, 2018 – December 1, 2020
Construction on Hotels	June 1, 2018 – August 1, 2021
Family Leisure Lot 9 Pads	February 1, 2019 – November 1, 2021

3. Section 3.02. **Incentive Package**, is hereby amended to read as follows:

**Incentive Package.** To induce the Developer to construct the Project, City has agreed to make available to Developer an incentive package with an estimated value of \$15,215,380, plus interest at Developer's actual borrowing rate (the "Reimbursement Cost Cap").

A. Incentives are hereby granted by the City to the Developer in the following amounts and will be generated from the following sources:

1. **CID:** A 1% community improvement district (CID) sales tax, which will generate up to \$4,500,000 plus the CID Administrative Service Fee and interest accrued on borrowed money during the period of construction until the Reimbursement Cost Cap is achieved.

2. **TIF:** Tax increment financing (TIF) revenues from incremental property, sales, and transient guest taxes, which will generate up to \$9,000,000 plus the TIF Administrative Service Fee and interest until the TIF Cap is achieved.

3. **IRBs:** Through the City's issuance of a series of industrial revenue bonds (IRBs) over the entire Project, the Project will realize approximately \$1,715,380 in savings by obtaining a sales tax exemption on construction materials, furniture, fixtures and equipment for the Soccer Fields, the 2 hotels, and other new construction within the Project.

4. Except as expressly amended herein, all remaining terms, provisions and conditions of the Contract shall remain in full force and effect as modified hereby. In all other respects, the Agreement is hereby ratified and it is acknowledged that no default exists by either party thereunder.

5. This Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which shall be construed together as one document. The Amendment may be delivered by facsimile or electronic (PDF) transmission.

**[Remainder of page intentionally left blank.]**


**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed the day and year first above written.

**DEVELOPER:**

**Ridgeview Equities, LLC,**  
a Kansas limited liability company

By:   
Michael A. Christie, Manager

**OSC, LLC,** a Kansas limited liability  
company

By:   
Michael A. Christie, Manager

**CITY:**

**City of Olathe, Kansas,**  
a Municipal corporation

By: \_\_\_\_\_  
Michael E. Copeland, Mayor