

**MODEL AGREEMENT**  
**DEVELOPER'S SUBDIVIDERS AGREEMENT**  
CITY OF DOUGLASS, BUTLER COUNTY, KANSAS  
(Special Assessment Improvements)

This AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "DEVELOPER" and the CITY OF DOUGLASS, hereinafter referred to as the "CITY".

WHEREAS, the CITY has approved the plat of \_\_\_\_\_ to Douglass, Butler County, Kansas.

NOW, THEREFORE, concurrently with said approval and as a consideration of said approval, the parties hereto do hereby agree as follows:

- I. The City will install streets (including major entrances, and decel lanes), sidewalks, drainage systems, sanitary sewer laterals and water lines as requested by the Developer by means of petitions and resolutions with the appropriate guarantees. Said request of the Developer is to be acted upon in conjunction with the Total Indebtedness Capability of the City; such improvements to be assessed against the \_\_\_\_\_ Addition to Douglass, Butler County, Kansas benefit districts except as provided in Item "(a)" below. Further that all sidewalk, street, sewer, and drainage grades are to be approved by the City and shall be constructed to City specifications. The Developer and/or City shall have the right to reject any and all bids for said public improvements, provided that the Developer reimburse the City for all costs incurred by the City prior to said rejection of bids. Said costs shall include, but not be limited to, design fees, plan review fees, printing, publication costs, soils testing, inspection, administration, temporary note interest, etc.
  - (a) Whereas, the total platted area will be divided into separate benefit districts with the improvements being requested on an "as needed" basis, the cost of the improvements shall be spread in accordance with the apportionment of costs defined by the appropriate improvement petition.
- II. The Developer or Builder shall pay the City the sewer and water hook-up fees as specified by City Ordinance.
- III. The Developer shall insure the installation of approaches and connecting the streets to driveways, in accordance with City specifications and that the cost of said approaches shall be paid by the Developer, his or her designated Builder, or owner of record of the particular lot.
- IV. That the Developer shall certify the setting of permanent survey corner markers at each corner of each block and at all angle points in the Addition.
- V. All temporary construction trailers shall be removed when the immediate vicinity is completed.
- VI. The Developer does hereby agree to hold the City harmless from any liability from damages arising out of or in conjunction with the construction by the Developer.
- VII. The Developer shall insure that:
  - (a) All lots covered by this agreement while in the Developer's ownership shall be kept clean and mowed to a height not exceeding (12) inches.
  - (b) Builders in this development will be responsible for any adjustment of manholes if site grading covers manhole covers.
  - (c) Developer/Builder will ensure compliance with the National Pollution Discharge Elimination System's guidelines and put into place a Storm Water Pollution Prevention Plan approved by the State of Kansas.

VIII. The Developer shall strictly observe and comply with all regulations, resolutions, policies, and ordinances of the City of Douglass, Butler County, and all statutes and laws of the State of Kansas and of the United States. Any of the following acts or omissions occurring while the Developer or any designated builder is in title to the offending lot or lots, shall constitute a material breach of this agreement:

- (1) Failure to strictly observe and comply with zoning classifications and regulations;
- (2) Failure to pay any impact fee, exaction, water and sewer hook-up fee when required by ordinance;
- (3) Failure to set permanent survey corner markers at each corner of each block and at all angle points in the addition;
- (4) Failure to maintain vegetation at a height not to exceed twelve (12) inches, and otherwise comply with Article 2 – Section 8 of the Douglass Municipal Code;
- (5) Failure to install approaches, in accordance with City specifications, connecting the street to driveways.

The foregoing do not constitute the only material breaches of the contract which may be remedied under Article VIII.

IX. In the event of any material breach of this agreement by the Developer or his Designated Builder, the City may withhold building permits and/or occupancy permits until such time as the breach is cured. In addition, the City may seek enforcement, of this agreement by specific performance.

X. The Developer agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developers Agreement and the Restrictive Covenants at the time of purchase.

XI. The City will file this developer's Agreement as approved by the Douglass Council, with the Butler County Register of Deeds. A copy of this Developers Agreement showing said recording will be furnished to the Developer. A copy of the recorded plat shall be furnished to the City before zoning and building permits are issued.

XII. The terms and conditions set forth herein shall be binding upon the heirs, executors, and assigns of the parties hereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_  
OWNER/DEVELOPER

CITY OF DOUGLASS

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
CITY CLERK

This document was adopted and approved by the Governing Body on January 17, 2005

STATE OF KANSAS            )  
  )ss  
COUNTY OF BUTLER        )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public, came \_\_\_\_\_, to me known to be the same person who executed the foregoing instrument of writing.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year above last written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

STATE OF KANSAS            )  
  )ss  
COUNTY OF BUTLER        )

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year above last written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_