

## **AGREEMENT**

**THIS** Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and RCH, LLC, a Kansas limited liability company.

## **RECITALS**

- A.** RCH, LLC, ("Owner"), is the owner of certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:
- Lot 5 in the Final Plat of Maple Grove North No. 3; A Replat of Lots 1 and 2, Maple Grove North and Lot 1, Maple Grove North No. 2 Subdivisions in Douglas County, Kansas;
- B.** The Property is located within the Urban Growth Area of the City of Lawrence, Douglas County, Kansas ("the City");
- C.** The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated \_\_\_\_\_, 2013, and filed with the Office of Register of Deeds for Douglas County, Kansas, on \_\_\_\_\_, 2013, in Book \_\_\_\_, at Page \_\_\_\_\_. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit B).
- D.** In accordance with the terms of this Agreement, the City accepts and approves the Owner's Consent to Annexation.

## **AGREEMENT**

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Covenants.** In exchange for services that the City either has or will provide to the Property and for other good and valuable consideration, the Owner irrevocably consents to annexation of the Property by the City at such time as said annexation can be completed under the laws of the State of Kansas and at a reasonable cost to the City. In exchange for that same consideration, the Owner also waives and relinquishes, for a period of thirty (30) years, commencing upon the date of annexation, any right the Owner may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of public improvements, including but not limited to streets, intersection improvements, water and wastewater transmission lines, and other facilities.

2. **Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.
3. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
4. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
5. **Recitals.** The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY: CITY OF LAWRENCE,  
KANSAS, a municipal corporation**

\_\_\_\_\_  
MICHAEL DEVER  
Mayor

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:


BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came Michael Dever, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

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

My Appointment Expires:

**OWNER: RCH, LLC, a Kansas limited liability company**

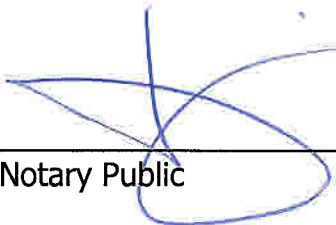
  
\_\_\_\_\_  
KEVAN VICK  
Manager

**ACKNOWLEDGMENT**

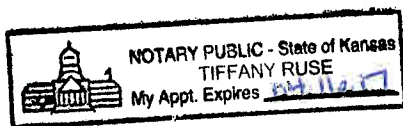
THE STATE OF KANSAS                    )  
  )  
THE COUNTY OF DOUGLAS            )        SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of October, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came Kevan Vick, Manager of RCH, LLC, who is personally known to me to be same person who executed the foregoing Agreement and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

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

My Appointment Expires: 04-16-17



## **CONSENT TO ANNEXATION**

**NOW** on this \_\_\_\_ day of October, 2013, the undersigned, RCH, LLC, by and through its Manager, Kevan Vick, as owner of record of that real property located in Douglas County, Kansas, the legal description of which is set forth in paragraph 1, *infra*, does hereby evidence its irrevocable consent to annexation of that real property by the City of Lawrence, Douglas County, Kansas, in accordance with the laws of the State of Kansas. As proof of its consent, the undersigned declares, as follows:

1. RCH, LLC, is the only owner of record of that real property, located in Douglas County, Kansas, and bearing the following legal description, to-wit:

Lot 5 in the Final Plat of Maple Grove North No. 3; A Replat of Lots 1 and 2, Maple Grove North and Lot 1, Maple Grove North No. 2 Subdivisions in Douglas County, Kansas

2. The above-described real property is located within Urban Growth Area of the City of Lawrence, Douglas County, Kansas.

3. RCH, LLC, has the legal right to consent to the annexation of the above-described real property.

4. Kevan Vick, as Manager of RCH, LLC, has the actual authority of RCH, LLC, to sign this Consent to Annexation in behalf of RCH, LLC, and to bind RCH, LLC, by this Consent and the accompanying Agreement.

5. RCH, LLC, hereby gives its irrevocable consent to annexation of the above-described real property by the City of Lawrence, Douglas County, Kansas. Such consent shall be continuing in nature and shall be effective until such time as the City of Lawrence, Douglas County, Kansas, actually annexes the above-described real property.

6. This consent is given in consideration of services that either have been or will be provided to the above-described real property by the City of Lawrence, Kansas.

7. This consent shall constitute a covenant running with the land and shall be binding on the undersigned and the undersigned's heirs, successors, or assigns.

8. This Consent to Annexation shall, upon execution, be filed with the Office of the Register of Deeds for Douglas County, Kansas.



Kevan Vick  
Manager  
RCH, LLC

### ACKNOWLEDGMENT

STATE OF KANSAS            )  
                                      )  
COUNTY OF DOUGLAS    )        ss:

BE IT REMEMBERED that on this 1<sup>st</sup> day of October, 2013, before the undersigned, a Notary Public in and for said County and State aforesaid, came Kevan Vick, Manager of RCH, LLC, who are personally known to me to be same person who executed the foregoing Consent to Annexation and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal on the day and year last above written.

  
\_\_\_\_\_  
NOTARY PUBLIC

My appointment expires: 04-16-17

