

**DEVELOPMENT AGREEMENT
TOWN COUNTRY TWO, LLC**

This Development Agreement dated _____, is entered into by and between the CITY OF EMPORIA, KANSAS, a municipal corporation (the "City"), and TOWN COUNTRY TWO, LLC (the "Developer") collectively referred to as the "Parties", in connection with an economic development agreement. In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

WITNESSETH:

WHEREAS, the Developer intends to develop the 714,716 and 718 Commercial, hereinafter referred to as the project, in accordance with the adopted zoning, fire, building and all related codes, regulations and policies of the City and as a Rural Housing Incentive District (RHID) under the Statutes of Kansas as of April 1, 2020.

WHEREAS, On October 20, 2021 the City passed Ordinance No. 21-34 establishing the Town Country Two Rural Housing Incentive District pursuant to K.S.A. 12-5242 et seq.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Developer do hereby represent, covenant and agree as follows:

Section 1. Purpose of Agreement. The purpose of the Agreement is to provide the Developer and the City with an agreement which outlines the responsibilities, duties, and obligations of each party regarding infrastructure improvements and funding reimbursement.

Section 3. Representations of the Parties.

- (a) All improvements eligible under this agreement to benefit the project shall be constructed in accordance with the City of Emporia building, fire zoning and related codes and ordinances.
- (b) The infrastructure improvements shall be subject to final review and inspection by the City Building Inspection Department before the project becomes fully eligible for RHID reimbursement.
- (c) The City shall reimburse the Developer for eligible improvements as set forth in KSA 12-5249. Said reimbursement shall be made from funds disbursed by the County Treasurer of Lyon County from an ad valorem tax account specifically designated as the Town Country Two, LLC RHID account.
- (d) Once the City receives the funds from the County Treasurer, City shall place such funds in a restricted fund until disbursed in accordance with this agreement.
- (e) Developer shall submit all requests for reimbursement of reimbursable project costs shall through a certificate of costs including all bids and estimates in substantial compliance with the form attached hereto as Exhibit A.
- (f) The eligible maximum costs to be reimbursed shall be certified by the City's Chief Building Official and City Manager after all eligible invoices have been submitted and approved by the City and the Kansas Department of Revenue.
- (g) Said certification of the maximum eligible reimbursement shall be sent to the Developer at its agent address by the City within fifteen (15) working days of its receipt by the City.
- (h) Interest accrued to date shall be supplied to the office of the City Treasurer/Finance Director by June 1 and December 1 of each calendar year this agreement is in effect.

- (i) City shall make payments to the Developer on the 20th of the month after receipt by the City Treasurer/Finance Director of funds distributed by Lyon County.

Section 4. Area Improvements

The City and Developer agree that \$100,000 in Capital Improvements are to be allocated to area improvements related to drainage and community accessibility in the next 5 years. Said area is defined as the 700 block of Commercial Avenue and adjacent city ROW to the east of the block.

Section 5. Term.

This Agreement shall remain in full force and effect until October 20, 2046 or until the total eligible disbursements are met by the collected ad valorem taxes as set forth above.

Section 6. Transfer and Assignment. The Developer may not assign this Agreement and the rights, duties and obligations hereunder except for the administrative duties and assignment of proceeds.

Section 7. Indemnification of City.

The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants harmless, from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of or in any way connected with the Developer's actions and undertaking in implementation of the Project or this Agreement. This right to indemnification shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as the date set forth above and represent that the individuals executing this Agreement on behalf of the Parties have the express authority to do so.

CITY OF EMPORIA, KANSAS

(Seal)
ATTEST:

Kerry Sull, City Clerk

By _____
, Mayor

Date: _____

TOWN COUNTRY TWO, LLC

By: _____
Name
Title:

ATTEST:

By _____

Date: _____