

**AGREEMENT BETWEEN THE CITY OF LAWRENCE, KANSAS AND THE
DEVELOPER OF THE FOX CHASE SOUTH SUBDIVISION PROVIDING FOR
THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AT THE FOX
CHASE SOUTH SUBDIVISION TRAFFIC CIRCLES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and Marla, L.L.C., Remco, L.C., and Devco, Inc. (hereinafter collectively referred to as the "Developer").

Section 1. Purpose. The purpose of this Agreement is to provide for the installation and maintenance of landscaping of certain traffic circles on the property legally described as Fox Chase South, a subdivision in the City of Lawrence, Douglas County, Kansas. As set forth in the Final Plat recorded in the office of the Register of Deeds of Douglas County, Kansas on March 2, 2004 at Plat Book 17, Pages 664-665.

Section 2. Traffic Circle Locations. The traffic circles that will have landscaping installed and maintained are located at Harvard Road & Robinson Drive, Wagstaff Drive & Kanza Drive, Harvard Road & Plymouth Drive (east intersection); and, Wagstaff Drive & Waverly Drive, all in the Fox Chase South subdivision.

Section 3. Installation of Landscaping. The Developer shall pay to the City \$1,500 per traffic circle, for a total of \$6,000, for the installation and maintenance of landscaping at each traffic circle.

Section 4. Maintenance. The City will maintain the landscaping in the traffic circle to generally acceptable horticulture standards for a period of five (5) years beginning with the execution of this Agreement. If within five years from the execution of the Agreement, the City determines that: 1) the maintenance of landscaping a traffic circle is no longer in the public interest; or the 2) the traffic circle should be removed, the City shall refund to the Developer a pro rata amount of the \$1,500.00 per traffic circle based on the amount of the five year maintenance period. The City shall provide such maintenance after the expiration of the five year period as it determines appropriate. If the landscaping is removed by the City and the traffic circle remains, the City shall replace the landscaping with appropriate brick, stone or other permanent non-vegetative material.

Section 5. Irrigation. The City plans no irrigation to be installed in the traffic circle and the planting shall be of a general type and variety which shall not require routine irrigation.

Section 6. City Approval. The City shall solely approve the design of the landscaping in traffic circles.

Section 7. Approval Criteria. City staff shall use the size of the traffic circle and the ease of maintenance as criteria in approving the landscaping design.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

City of Lawrence, Kansas

This Agreement is approved as authorized by the governing body of the City of Lawrence, Kansas this _____ day of _____, 2005.

Dennis Highberger, Mayor

STATE OF KANSAS)
DOUGLAS COUNTY)

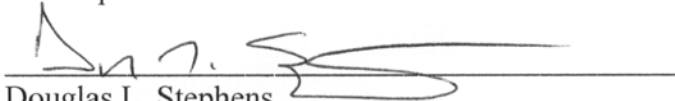
BE IT REMEMBERED, that on this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dennis Highberger, Mayor, City of Lawrence, Kansas, who is personally known to me to be the same person who executed the above Agreement, and such person duly acknowledged the execution of the same to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Notary

My appointment expires:

Developer:



Douglas L. Stephens
Managing Member, Marla L.L.C.
Manager, Remco L.C.
President, Devco, Inc.

STATE OF KANSAS)
DOUGLAS COUNTY)

BE IT REMEBERED, that on this 3 day of June, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas L. Stephens, who is personally know to me to be the same person who executed the above

Agreement, and such person duly acknowledged the execution of the same to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Donna L. Field

Notary Public

My appointment expires:

July 26, 2007

