

## EXHIBIT B

### DEVELOPMENT AGREEMENT

This development agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between GREYHAWKE, LLC, (Developer) and THE CITY OF SMITHVILLE, MISSOURI, a Missouri corporation (City) as follows:

**WHEREAS**, Developer plans on continuing the development of its subdivision known as Greyhawke at the Lake west of Missouri Highway 169 and south of 180<sup>th</sup> Street consisting of approximately 254 acres which includes existing phases; and

**WHEREAS**, the Developer desires to plat land for residential development and rezone this property to R-1P; and

**WHEREAS**, the City will make certain requirements for off and on site improvements if said land is sought to be developed as a residential subdivision; and

**WHEREAS**, this agreement is necessary to provide for the safety, health and general welfare of the public and to provide for an orderly development of the City.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The terms of this Agreement apply to the following property and all portions thereof now known as **GREYHAWKE AT THE LAKE SUBDIVISION**, the legal description of which is set forth on Exhibit A attached hereto.
2. Developer agrees to construct a roundabout for the east connection to F Highway. The City agrees to provide the construction drawings for the roundabout and land rights required for the construction and permanent right of way on the east side of F Highway.
3. Developer agrees to provide pedestrian access to the roundabout to allow for a future trail extension along the east side of F Highway extending south to a proposed County trail system.
4. In order for the Wildflower Pump Station to adequately handle flow from the development it will require replacement impellers and/or pumps to allow the station to pump at the higher load conditions created as the new pump stations are put into operation. Developer therefore agrees that it will immediately contribute 100% of the cost to either replace the impellers or pumps at the Wildflower Pump Station to a size and capacity to handle the flow requirements as determined by the City's engineers.

5. Developer agrees to pay to City an "infrastructure fee" in an amount equal to its proportional share of the actual cost of constructing the Oak Point sewer as well as purchasing a necessary portable generator and pump required by DNR which fee shall be \$279.00 per sewer connection. Such "infrastructure fee" must be paid to the City by Developer at the time of issuance of each building permit.
6. Notwithstanding anything herein to the contrary, Developer shall have the right to seek tax abatement for public improvements, if Developer so chooses, by way of tax increment financing (TIF) or otherwise. In the event a TIF project is approved affecting any or all of the improvements referred to herein, the Developer shall not be bound to pay any required developer costs which are paid by the tax increment financing.
7. The parkland requirement as established by Section 425.200 has been met and no park land fee is required.
8. Notwithstanding anything herein to the contrary, City agrees that it will, in its best and sole judgment apply for any federal, state, county or regional grants to apply toward the costs of any improvements herein contemplated to be made.
9. The parties agree that the execution of the Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the developer must comply and does not in any way constitute prior approval of any future proposed development.
10. Developer agrees to record this Agreement with the Recorder of Deeds for Clay County, Missouri, and to pay for the cost of said recording and provide a copy of the recorded Agreement to the City. The covenant shall run with the land described in Paragraph 1 of this Agreement and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.
11. All work to be performed by Developer in this Agreement shall be done only after receiving written notice from the City to proceed.
12. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred herein by the breach, including reasonable attorney fees.
13. This Agreement shall constitute the entire Agreement between the parties and any modifications hereof shall be in writing subject to the approval of both parties.
14. Any provision of this Agreement which is not enforceable according to law will be severed "here from" and the remaining provisions shall be enforced to the fullest extent permissible.

15. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement.

16. This Agreement shall not be effective until approved by an ordinance duly enacted by the Board of Aldermen of Smithville, Missouri,

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**THE CITY OF SMITHVILLE, MISSOURI**

**ATTEST:**

**By:** \_\_\_\_\_  
**Mayor**

\_\_\_\_\_

**GREYHAWKE, LLC.**

**By:** \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

## GREYHAWKE AT THE LAKE – REVISED PRELIMINARY PLAT

DESCRIPTION: All of the Southeast one-quarter of Section 11; all of the East one-half of the Northeast one-quarter of Section 14 lying North of the public road known as F Highway; and all of the Northwest one-quarter of the Northeast one-quarter of Section 14; all in Township 53, Range 33, except that part in roads. (This tract of land is within the City Limits of Smithville, Clay County, Mo.)

This Tract of land being more particularly described as follows: All that part of the Northeast Quarter of Section 14 and all that part of the Southeast Quarter of Section 11, Township 53, Range 33, in the City of Smithville, Clay County, Missouri described as follows: Beginning at a stone at the Southwest corner of the Southeast Quarter of said Section 11; thence North 00 degrees 28 minutes 34 seconds East, along the West line of the Southeast Quarter of said Section 11, a distance of 2646.46 feet to the Northwest corner of the Southeast Quarter of said Section 11, said point being in the centerline of NE. 180th Street; thence South 89 degrees 58 minutes 07 seconds East along the North line of the Southeast Quarter of said Section 11, also being the centerline of NE. 180th Street, a distance of 2628.34 feet to the Northeast corner of the Southeast Quarter of said Section 11; thence South 00 degrees 24 minutes 11 seconds West along the East line of the Southeast Quarter of said Section 11, a distance of 27.39 feet to the Northwesterly right-of-way line of Missouri State Highway Route F; thence Southwesterly along the Northwesterly right-of-way line of said Highway, along a curve to the left having an initial tangent bearing of South 40 degrees 32 minutes 41 seconds West and a radius of 194.85 feet an arc distance of 137.71 feet; thence continuing along the Westerly right-of-way line of said Highway South 00 degrees 03 minutes 10 seconds West, a distance of 964.20 feet; thence continuing along the Westerly right-of-way line of said Highway South 00 degrees 24 minutes 11 seconds West, a distance of 1935.52 feet; thence North 89 degrees 35 minutes 49 seconds West along said Highway right-of-way, a distance of 5.00 feet; thence continuing along the Westerly right-of-way line of said Highway South 00 degrees 24 minutes 11 seconds West, a distance of 300.00 feet; thence South 89 degrees 35 minutes 49 seconds East, along said right-of-way, a distance of 5.00 feet; thence continuing along the Westerly right-of-way line of said Highway South 00 degrees 24 minutes 11 seconds West, a distance of 1049.24 feet; thence North 89 degrees 35 minutes 49 seconds West along said Highway right-of-way, a distance of 5.00 feet; thence continuing along the Westerly right-of-way line of said Highway South 00 degrees 24 minutes 11 seconds West, a distance of 97.30 feet; thence Southwesterly along said Highway right-of-way along a curve to the right being tangent to the last described course and having a radius of 109.85 feet an arc distance of 172.56 feet; thence North 89 degrees 35 minutes 49 seconds West, along the Northerly right-of-way line of said Missouri State Highway Route "F", a distance of 284.46 feet; thence South 00 degrees 24 minutes 11 seconds West along said Highway right-of-way, a distance of 5.00 feet; thence continuing along the Northerly right-of-way line of said Highway North 89 degrees 35 minutes 49 seconds West, a distance of 673.04 feet; thence continuing along the Northerly right-of-way line of said Highway along a curve to the left being tangent to the last described course and having a radius of 612.96 feet an arc distance of 209.30 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 14; thence North 00 degrees 27 minutes 15 seconds East along the West line of the Southeast Quarter of the Northeast Quarter of said Section 14, a distance of 681.72 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 14; thence

North 89 degrees 46 minute 39 seconds West along the South line of the Northwest Quarter of the Northeast Quarter of said Section 14, a distance of 1314.17 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence North 00 degrees 22 minutes 55 seconds East along the West line of the Northwest Quarter of the Northeast Quarter of said Section 14, a distance of 1309.61 feet to the Point of Beginning. Said tract contains 254.40 Acres more or less. Said Acreage includes the NE. 180th Street right-of-way.