AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the City of Wichita, Kansas ("Wichita"), and the City of Maize, Kansas ("Maize").

RECITALS

WHEREAS, Wichita and Maize are authorized to enter into agreements pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, Wichita and Maize desire to make improvements to 37th Street North between Ridge Road on the east and Tyler Road on the west (the "Project"); and

WHEREAS, a portion of the Project is located within Wichita and a portion is located within Maize; and

WHEREAS, funds are available from the Kansas Department of Transportation to pay for a portion of the Project; and

WHEREAS, Wichita is willing to administer, acquire right-of-way on land located within Wichita city limits, design and construct the Project; and

WHEREAS, Maize is willing to acquire right-of-way for the portion of the Project that is located within the Maize city limits.

NOW, THEREFORE, for and in consideration of the mutual benefits, promises and covenants, the parties agree as follows:

1. The purpose of this Agreement is to provide for the construction and financing of the Project. The improvements will consist of the widening of 37th Street North to at least a four-lane urban section with curbs, guttering, and storm sewers.

2. The Project shall be completed and financed in the following manner:

a. Wichita agrees to assign the eligible KDOT funds in the amount of $3,900,000 to the Project for use for any eligible Project costs incurred by Wichita.

b. Wichita agrees to pay the costs of design, utility relocation, construction, construction engineering and other Project costs that might be incurred that exceed the amount of funding being made available by KDOT.

c. Wichita agrees to acquire and pay for the costs of right-of-way acquisition from property located within Wichita city limits necessary for the Project.

d. Maize agrees to acquire and pay for the costs of right-of-way acquisition from property located within Maize city limits necessary for the Project.

e. Wichita shall have final authority in regard to the bidding, contracting and administration of the Project; Wichita shall be responsible for all legal and engineering matters concerning the Project.

f. Wichita must improve the entire section of 37th Street North from Ridge Road to Tyler Road.

g. Wichita shall accept the improvements by permitting the same to be open to public travel and, upon such opening, Maize shall thereafter assume all liability for maintenance and repair. Through agreement of Maize for maintenance and repair of improvements shall survive the termination of this Agreement.

h. To the extent permitted by law, Wichita does hereby release, discharge, indemnify and hold harmless Maize, its agents, servants, and employees from any and all liabilities and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions from the design of the Project or from errors and omissions resulting from the construction, means and methods used in the construction of the Project. This release and indemnification shall survive the termination of this Agreement.

i. The duration of this agreement is until the completion of the improvements on the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"WICHITA"

_____
Carlos Mayans, Mayor

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this _____ day of _____, 2006, by Carlos Mayans, Mayor. of the City of Wichita, Kansas.

_____
Notary Public

(Seal)
My appointment expires: _____

ACCEPTED BY THE CITY OF MAIZE, KANSAS, THIS _____ DAY OF _____, 2006.

"MAIZE"

ATTESTED TO:

CITY OF MAIZE, KANSAS

_____
JEAN SILVESTRI, City Clerk

By:_____
CLAIR DONNELLY, Mayor

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this _____ day of _____, 2006, by JEAN SILVESTRI, City Clerk.

_____
Notary Public

(Seal)
My appointment expires: _____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this _____ day of _____, 2006, by CLAIR DONNELLY, Mayor.

_____
Notary Public

(Seal)
My appointment expires: _____