



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Wichita, KS 67203
Phone: (316) 267-8371
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Contact: **Josh Troyer**
Email: **jtroyer@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
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Contact: **Braden McCurdy**
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com;
bmccurdy@mccurdyauction.com

Report No: **2454342**

Report Effective Date: **May 25, 2021, at 7:30 a.m.**

Property Address: **1720 S. 151st St. W., Goddard, KS 67052**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

1720 S 151st W, LC, a Kansas limited liability company
2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A
3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Furnish for examination an authentic copy of the articles of organization of 1720 S 151st W, LC, a limited liability company, together with proof that there has been no amendment to the articles of organization, or if there have been such amendments, furnish authentic copies thereof.**

Furnish for examination an authentic copy of the operating agreement, and of any amendments thereto, of 1720 S 151st W, LC, a limited liability company.

We reserve the right to make any additional requirements we deem necessary.

6. **Any instrument to be executed by 1720 S 151st W, LC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by all the members if management has been retained by the members (in the alternative one member can sign the documents and the rest can sign a separate consent form), or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
7. **We have a copy of the Articles of Organization dated July 14, 2020 and a copy of the Operating Agreement dated July 14, 2020 of KESSPS, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
8. **Any instrument to be executed by KESSPS, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by S. Patrick Salyer and Kaitlin E. Salyer, Members. Alternatively, one member may sign with the separate written consent of the remaining member.



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Any questions regarding this report should be directed to: **Josh Troyer**

Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

9. **File a Warranty Deed from 1720 S 151st W, LC, a Kansas limited liability company, to KESSPS, LLC, a Kansas limited liability company.**
10. **File a Warranty Deed from KESSPS, LLC, a Kansas limited liability company, to a buyer to be determined.**
11. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for



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the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met

2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$15,751.74, PAID.**
Property I.D. # AT-00187-002C
PIN #00252795
8. **Roadway easement, if any, over the West 30 feet of subject property.**
9. **An easement for utilities and right of way, recorded as Film 663, Page 389.**
In favor of: City of Goddard
Affects: a portion of subject property
10. **An easement for sewer, notice of which is provided in a document entitled "Notice" filed in/on Film 695, Page 762.**
11. **Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on Film 20, Page 1144.**
12. **Terms and provision contained in the Lease dated March 1, 1974 executed by City of Goddard, as lessor, and Mid-America Marking, Inc., a Kansas corporation, as lessee, as evidenced by the Notice recorded April 9, 1974 as**



Security 1st Title

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Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

Film 96, Page 849, partially released on Film 967, Page 294.

- 13. The terms and provisions contained in the document entitled "Agreement" filed as Film 1204, Page 1925.**
- 14. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolutions at Film 1382, Page 129; Film 1382, Page 132; Film 1382, Page 136; Film 1531, Page 1501; Film 1535, Page 496; Film 1728, Page 2472 and Film 1728, Page 2476**
- 15. Rights of parties in possession under unrecorded leases.**

Dated: **May 25, 2021, at 7:30 a.m.**

SECURITY 1ST TITLE

By: _____

Glenn B. Edwards

LICENSED ABTRACTER

EXHIBIT "A"

A tract of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of Section 35 which is 628.89 feet South of the South right-of-way line of U.S. Highway 54; thence East, parallel with the South line of said highway right-of-way, 496.69 feet; thence South, parallel with the West line of said Northwest Quarter, 274.83 feet; thence West, parallel with the South line of said U.S. Highway 54, 496.69 feet to the West line of the Northwest Quarter of said Section 35; thence North on said West line, 274.83 feet to the point of beginning.

AT-187-2

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
2:30 P.M.

MAR 13 1970
4167

JOHN HALE
REGISTER OF DEEDS

EASEMENT

THIS INSTRUMENT made the _____ day of _____, 19____, between
Mid-America Marking, Inc.

hereinafter called First Party and the City of _____
Goddard
Party of the Second Part.

WITNESSETH, That the said First Party in consideration of the payment
of One Dollar (\$1.00) and other valuable considerations, does by these
presents grant unto the Second Party, its successors and assigns, a perpetual
utility easement and right of way in and over the following real estate
situated in ~~the County of~~ Sedgwick County, Kansas, to-wit:

Twenty feet (20') in width, adjacent to and south of the south right of way
line of U.S. Highway 54 across the following described property: Beg. on S
line U.S. Hwy #54 496.69 ft. E of W line NW 1/4 Sec. 35-27-2W; E 50 ft.; S 903.72
ft.; W 546.69 ft. to W line sd NW 1/4; N 437.03 ft.; E 496.69 ft.; th N 466.69 ft.
to beg., exc W 30 ft. for rd.

for the purpose of constructing, operating and maintaining water works system
of said City.

In accepting said easement, the Second Party agrees that the surface
of the ground shall be left in good condition and the Second Party agrees
to hold harmless the First Party from any loss or claim for damage by
reason of the construction of said water lines on said property.
on maintenance or removal

IN WITNESS WHEREOF, the First Party has executed this instrument the
day and year first above written.

State of Kansas)
Sedgwick County) ss.

BE IT REMEMBERED, That on this 17 day of November, 1969,
before me the undersigned, a Notary Public in and for the County and State
aforesaid, came George Salasiver

who are personally known to me to be the same persons who executed the fore-
going instrument, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
notarial seal the day and year last above written.

Latha M. Cannady
Notary Public
Latha M. Cannady

My Commission expires September 11, 1971.

34
MISE 663 PAGE 389

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:00 A.M.

NOV 26 1984

NO. 7 21354
BETTE F. MCCART
REGISTER OF DEEDS

FILM 695 PAGE 762

NOTICE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, GEORGE SALSGIVER, is the owner

Pat Kettles
Register of the following described real estate:

A tract in the Northwest One Quarter (NW 1/4) of Section 35, Township 27 South, Range 2 West, described as follows: Beginning at a point 903.72 feet south of the intersection of the south line of U.S. 54 Highway right-of-way with the west line of said NW 1/4; thence east parallel with said Highway right-of-way 546.69 feet; thence south parallel with the west line of said NW 1/4, 443.8 feet more or less to the northerly right-of-way line of the A.T. & S.F. Railroad; thence westerly along said railroad right-of-way to the west line of said NW 1/4, thence north along said west line of said NW 1/4, 404.9 feet more or less to the place of beginning.

and as such owner, has contracted with Mid-America Marking, Inc., a Kansas corporation, that in the event Mid-America Marking, Inc. acquires, on or before June 1, 1993, the fee simple title to the following described real estate:

A tract in the northwest quarter of Section 35, Township 27 South, Range 2 West, beginning at a point on the south right of way line of U.S. Highway 54, 496.69 feet east of the west line said northwest quarter; thence east 50 feet; thence south parallel with the west line of said northwest quarter 903.72 feet; thence west parallel with the south line of said highway right of way, 546.69 feet to the west line of said northwest quarter;

Richard C. Clark
Klausen, Miller, Gorman, Caffrey & Vitous, P.C.
5400 Sears Tower
Chicago, Illinois 60606

6.00

thence north along said west line 437.03 feet; thence east parallel with the south line of said highway right of way, 496.69 feet; thence north 466.69 feet to point of beginning, subject to an easement for road purposes on the west 30 feet thereof, commonly known as 1720 South 151st Street West, Goddard, Kansas,

then and in such event, the undersigned will grant to said corporation a sewer easement in the form as attached hereto and marked Exhibit A and made a part hereof by reference.

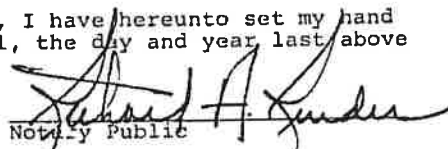
In the event Mid-America Marking, Inc., does not acquire title to said real estate as above described and within the time limited, the undersigned has no obligation to grant said sewer easement.


GEORGE SALSGIVER

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 6 day of November, 1984, before me, the undersigned, a notary public in and for the aforesaid county and state, came GEORGE SALSGIVER personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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


Notary Public

My Appointment Expires:



AFFIDAVIT

BOOK 20 PAGE 1144

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

M. R. Cathey, of lawful age, states that he is
Estimator of Kansas Gas and Electric Company; that pursuant to
(Title)
the provisions of the original contract to supply electric service to the property
legally described as:

Commonly known as 1720 South 151st Street West
NW $\frac{1}{4}$, Section 35, Township 27 South, Range 2 West

in Sedgwick County, Kansas,

Kansas Gas and Electric Company acquired the necessary right-of-way easement to
provide such service to said property; that the electric lines were installed under-
ground; and that by agreement locating the lines the right-of-way easements used for
such purposes consists of:

A ten (10) foot strip being five (5) feet to the left and right of a line
beginning approximately nine hundred fifteen (915) feet south and thirty (30)
feet east of the NW corner of the NW $\frac{1}{4}$, Section 35, Township 27 South, Range
2 West, thence Northeast approximately sixty five (65) feet to a point approxi-
mately forty five (45) feet north and fifty (50) feet east of said point of
beginning.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JUN 23 1972

NO. 1 18067
JOHN HALE
REGISTER OF DEEDS

Beal J. J. J.
Deputy

Further, affiant saith not.

M. R. Cathey
Signed M. R. Cathey, Estimator



Subscribed and sworn to before me a notary public in and for said County and
City of Shirley 7th day of June 19 72.

W. W. Schmersey
Notary Public W. W. Schmersey

My commission expires September 22, 1975.

Robert L. Balvin
R 20 E 80 124 208

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD
APR 9 1974
1 88292
JON HALE
REGISTER OF DEEDS

BOOK 96 PAGE 849

Paul Gilbert
Assigning

NOTICE

Public notice is hereby given that the City of Goddard, Kansas, a municipal corporation, has leased to Mid-America Marking, Inc., a Kansas corporation duly qualified to do business in the State of Kansas, the following described property located in Sedgwick County, Kansas, to-wit:

A tract in the NW1/4 of Section 35, Township 27 South, Range 2 West, beginning at a point on the South right-of-way line of U.S. Highway 54, 496.69 feet East of the West line of said NW1/4; thence East 50 feet; thence South parallel with the West line of said NW1/4, 903.72 feet; thence West parallel with the South line of said Highway right-of-way, 546.69 feet to the West line of said NW1/4; thence North along said West line 437.03 feet; thence East parallel with the South line of said Highway right-of-way, 496.69 feet; thence North 466.69 feet to point of beginning, subject to an easement for road purposes on the West 30 feet thereof.

Said Lease is dated as of March 1, 1974, expires at midnight, February 28, 1993, provides for an early termination in the event of the happening of certain contingencies, provides an option to purchase the leased facility for prices and on terms set forth in said Lease, and contains various other covenants, terms and conditions. A copy of said Lease is and will remain permanently on file in the office of the City Clerk of Goddard, Kansas. The Lessor's interest in said Lease has been assigned by the City of Goddard to First National Bank in Wichita, Wichita, Kansas, as Trustee, as additional security for the purposes set out in said assignment in connection with the issuance by the City of Goddard, Kansas of \$540,000.00 Industrial Revenue Bonds, Series B 1974 of said City, such bonds being payable solely and only from the money and revenue received from the fees charged and rentals received for the use of the leased facility, and all of the above described property and the net rentals therefrom have been pledged to the payment of said Industrial Revenue Bonds.

4-2" Don Bell
830 RT mail Bx Bell

Executed by authority of the governing body of the City
of Goddard, Kansas, this 28 day of ^{March}~~April~~, 1974.

THE CITY OF GODDARD, KANSAS

BY C. C. Rowsey
C. C. ROWSEY, MAYOR



Beulah Aaron
BEULAH AARON, CITY CLERK

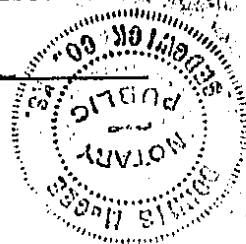
ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this 28 day of March, 1974; before me, a notary public in and for the county and state aforesaid, came C. C. Rowsey, Mayor of the City of Goddard, Kansas, a municipal corporation, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Donnis McGee
NOTARY PUBLIC
Donnis McGee



MY COMMISSION EXPIRES:

Jan. 14, 1976

NOTE: Only \$490,000.00 in Bonds issued on the basis of the foregoing Certificate pursuant to Resolution of the Governing Body.

REGISTERED
FILED FOR RECORD AT
12. 10. 1 M

PARTIAL TERMINATION OF LEASE

MAY 13 1988
9 47033

This Partial Termination of Lease is entered into on this 21st day of March, 1988, between the CITY OF GODDARD, KANSAS (the Landlord), a municipal corporation of the State of Kansas, and MID-AMERICA MARKING, INC. (the Tenant) a Kansas corporation.

PAT KETTLER
REGISTER OF DEEDS

Ed Rasmussen

W I T N E S S E T H:

WHEREAS, the Landlord and Tenant entered into a Lease and Agreement dated as of the 1st day of March, 1974, providing for the leasing by Landlord to Tenant of certain real estate located in Sedgwick County, Kansas, as more fully described on Exhibit A attached hereto, and as shown by Notice filed on Film 96, Page 894, and

WHEREAS, Landlord is simultaneously herewith conveying by Warranty Deed to Tenant a portion of the aforesaid real estate, and

WHEREAS, Landlord and Tenant by this instrument intend to partially terminate the aforesaid Lease dated March 1, 1974, to the extent of the real estate being conveyed by Landlord to Tenant;

NOW THEREFORE, in consideration of the premises, of other good and valuable considerations and of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

1. Landlord and Tenant hereby agree that the Lease between them dated the 1st day of March, 1974, which is shown of record in the Office of the Sedgwick County Register of Deeds by Notice filed on Film 96, Page 894, is hereby

See
Sec

partially terminated.

2. This Partial Termination of the Lease between Landlord and Tenant pertains to the following described real estate:

"A tract in the Northwest Quarter of Section 35, Township 27, South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Beginning at a point on the South Right-of-way line of U.S. Highway 54, a distance of 496.69 feet East of the West line of said Northwest Quarter; thence East 50 feet; thence South parallel with the West line of said Northwest Quarter a distance of 466.69 feet; thence West parallel with the South line of said Highway Right-of-way 50 feet; thence North 466.69 feet to the point of beginning."

3. Except as modified herein, all the terms, provisions and conditions of the Lease and Agreement between Landlord and Tenant dated as of the 1st day of March, 1974, remain in full force and effect.

CITY OF GODDARD, KANSAS "Landlord"

By: Barbara Mehl
Barbara Mehl

ATTEST:

Joseph A. Kunder

MID-AMERICA MARKING, INC. "Tenant"

By: Jim Carlson

ATTEST:

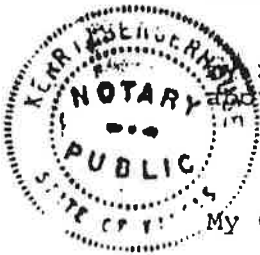
Robert C. Clark



ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDWICK)

BE IT REMEMBERED that on this 24th day of March, 1988, before me, a notary public in and for the County and State aforesaid, came Bruce Mull, Mayor of the City of Goddard, Kansas, a municipal corporation, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said municipal corporation.



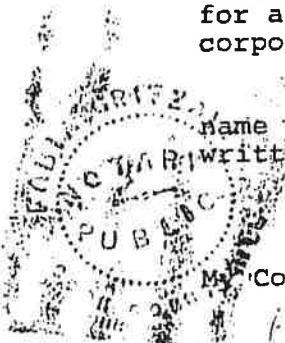
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year above written.

Kerri Bergerhouse
NOTARY PUBLIC
Kerri Bergerhouse

My Commission Expires
4-12-91

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BE IT REMEMBERED that on this 24th day of March, 1988, before me, a notary public in and for the County and State aforesaid, came LENNARD I. CARLSON, President of Mid-America Marking, Inc., a Kansas corporation, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said Kansas corporation.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal the day and year above written.

Fabia Gritzalis
NOTARY PUBLIC
Fabia Gritzalis

My Commission Expires:
6-24-89

EXHIBIT A

A tract in the Northwest Quarter of Section 35, Township 27 South, Range 2 West, beginning at a point on the South Right-of-way line of U.S. Highway 54, 496.69 feet East of the West Line of said Northwest Quarter; thence East 50 feet; thence South parallel with the West line of said Northwest Quarter; thence East 50 feet; thence South parallel with the West line of said Northwest Quarter, 903.72 feet; thence West parallel with the South line of said Highway Right-of-way, 546.69 feet to the West line of said Northwest Quarter; thence North along said West line 437.03 feet; thence East parallel with the South line of said Highway Right-of-way, 496.69 feet; thence North 466.69 feet to point of beginning, subject to an easement for road purposes on the West 30 feet thereof.

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of September, 1991, by and between THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, hereinafter called "the City", WEST SEDGWICK COUNTY MAIN SEWER DISTRICT, SEDGWICK COUNTY, KANSAS, hereinafter called "the District" and THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, hereinafter called "County":

WITNESSETH:

WHEREAS, the City owns and operates the Wichita Sewer Utility, which provides sanitary sewage treatment services; and

WHEREAS, the District expects to construct, operate and maintain a system of sanitary sewer mains and laterals in the area west of the City and within Sedgwick County, Kansas. The area which comprises the District is shown by Exhibit "A" and the area to be served by the District that is outside of the District is shown by Exhibit "B"; all of which is outside the corporate limits of the City as presently incorporated. The areas in Exhibit "A" and Exhibit "B" shall hereafter jointly be referred to as "the Area"; and

WHEREAS, the Area that the District expects to serve is in the future growth area of the City and in the natural drainage area that may in the future be served by the City's sanitary sewer facilities; and

WHEREAS, it is the intent and purpose of this Agreement to do the following:

1. Provide sanitary sewage treatment service to the Area.
2. Provide service at the rate(s) as set forth in the City's Code of Ordinances, as the same may exist from time to time, and in accordance with the provisions of this agreement.
3. Encourage the type of property development which would not be burdensome to the taxpayers of the City in the event that all or part of the Area is annexed by the City;

NOW THEREFORE, in view of the premises aforesaid and in consideration of the mutual covenants and good and valuable considerations herein contained, it is agreed by and between the parties as follows:

ARTICLE I

Permission to Connect and Right to Deliver Sewage

1.1 The City, in accordance with the terms and conditions hereinafter contained hereby grants to the District permission to make a connection to the City's sanitary sewer system and to discharge sewage into said system for treatment and disposal by facilities owned and operated by the City. The actual point of connection shall be approximately one half mile west of 119th Street West on West Maple.

ARTICLE II

Type of Sewage to be Discharged

2.1 The District agrees that service shall not be provided to any commercial or industrial customer without the prior written consent of the City. Commercial or industrial customers existing in the Area at the time this Agreement is signed will be permitted to connect to the sewer system provided said customers are in compliance with the City's sewer ordinances at the time of connection. Further, District covenants to enact as District resolutions the regulatory provisions of and any amendments to the City's sewer ordinances as found in Titles 16 and 17 of the Code of the City of Wichita, Kansas; and the District shall enforce the same throughout the Area. This provision is a condition to the City's approval of this Agreement. The City shall provide to the District, in writing, all current City sewer ordinances to be enacted as District resolutions pursuant to this Agreement, and District agrees to enact these resolutions within thirty (30) days of their receipt of the City's written notice. It shall then be the responsibility of the City to communicate in writing to the District any amendments or additions to said ordinances and the District agrees to enact such amendments or additional ordinances as District resolutions within thirty (30) days of their receipt of the City's written notice. Should the District fail to enforce or amend these resolutions, the same will be considered a default on the Agreement and subject the Agreement to termination. Should the District fail to enforce said resolutions which failure results in a discharge to the City's sanitary sewer system that causes damage or interference to said system, the District shall indemnify the City and be responsible for any and all costs of mitigation and clean-up, as well as any fines, penalties or judgments resulting therefrom.

The District shall discharge into the City's sanitary sewer system only domestic-strength sanitary wastes, as defined by the EPA; and the District shall not discharge any toxic or hazardous pollutants, radioactive materials, corrosive, or abrasive matter, air conditioning cooling or condensing water, surface or building drainage, groundwater or any discharge prohibited by the City's

ordinances, without prior written consent of the City. If, however, a prohibited discharge does occur, the District shall indemnify the City and be responsible for any and all costs of mitigation and clean-up, within or without the City limits or the Area of the District, that may be necessary due to the nature and volume of the material discharged. Further, the District shall indemnify the City and be responsible for any fines, penalties or judgments resulting from any such prohibited discharge.

ARTICLE III

Conditions of Sewer Service to Customers of the District

3.1 The District agrees to provide sewer service for discharge into the treatment and disposal facilities owned and operated by the City only to customers within the boundaries specified in the Area of this Agreement.

3.2 It is anticipated that the sewer discharge volume/rates of the Area may eventually exceed the sewer discharge volumes/rates shown in the Limits on Sewage Delivery, Article IV of this Agreement. However, the City agrees to provide to the District only sanitary sewer service up to the volume/rates limits agreed to in this Agreement. If the average District sewer discharge volume/rates in any year meets or exceeds the limits agreed to, the City, County and the District shall renegotiate this Agreement. In the event of an impasse, the District will have six (6) months to bring the volume/rates into compliance with the terms of the Agreement or the Agreement shall terminate and the District shall disconnect from the City's sewer system and provide the District's own treatment facilities.

3.3 Design and construction of the sanitary sewer system and additions to the District's sewer system shall conform to the standards and ordinances of the City as the same may exist from time to time.

3.4 Plans and specifications for the District sanitary sewer improvements to be constructed in the Area shall be submitted to the City's Engineer for approval prior to the District advertising for bids for construction. Such approval shall be based on requirements and specifications in existence in ordinances or policies of the City at the time of review of the plans, which review shall be completed by the City within fourteen (14) calendar days from the date of the submission of the plans by the District.

3.5 The District will provide the City with access to inspect the sewer system. The District will require air testing and televising as necessary to insure that the sewer system constructed meets the City's standards. The District will retain video tapes, logs and air test records of such tests for review by the City.

3.6 The District shall not accept the sewer system from the construction contractor until the District has determined and certified in writing to the City that said system meets the City's standards. Any section(s) failing to pass such inspections will not be connected until any and all deficiencies are corrected.

3.7 Charges for plan review services will be the same as charged within the City and shall be paid by the District to the City.

3.8 Before any user is allowed to connect to the District's system, a permit must be obtained from the District and all requirements pertaining thereto by the City's sewer ordinance(s), as the same may exist from time to time, must be met. The District shall provide to the City a copy of all such permits within seven (7) days of issuing the same. The form of said permits shall be given prior approval by the City. Approval of the permit form by the City will be based on requirements in existence at the time the form is submitted for review. It shall be the responsibility of the City to communicate in writing to the District any changes to said requirements, and the District agrees to incorporate such changes into their permit requirements within thirty (30) days of their receipt of the City's written notice.

3.9 Sewer mains in addition to those required to serve the areas designated in Section 4.1 may be installed within the District and connected to the City's sewage collection system via the designated point of connection, providing that, in the sole judgment of the City, sufficient capacity exists within the City's system to accept the additional loading and the City gives written approval to the District in advance of such connection.

ARTICLE IV

Limits on Sewage Delivery

4.1 The maximum average sanitary sewer discharge rate shall be 168,000 gallons per day. The areas which may be initially served shall be composed of the following:

- a. Area "A" Exhibit "A"
- b. Area "B" Exhibit "A"
- c. Area "C" Exhibit "A"
- d. Regency Mobile Home Park
- e. Goddard Mobile Home Park
- f. Modagraphics, Cotech, Barkley's Corner, & Landing Strip
- g. Miles West Wind Lakes
- h. Mobile Home Park in Section 21
- i. KOA Campground
- j. Diamond Spur Mobile Home Park

4.2 The District agrees that no customers will be connected except as provided by Article III of this Agreement. Further, the District shall institute and continue procedures to ascertain if any unauthorized connections exist. Upon discovery of any unauthorized connection, the District shall immediately commence measures reasonably determined as necessary to terminate such connection within a reasonable time. Failure to commence such measures shall constitute a breach of this Agreement which breach must be cured within ten (10) days of receipt of written notice thereof by the District from the City. Failure to cure the breach within said time period after notice shall be cause for termination of this Agreement by the City. Additionally, the District agrees to pay liquidated damages to the City in the amount of \$1,000 per day for each day and each unauthorized connection that continues to exist after the expiration of the said ten (10) day time period after notice.

ARTICLE V

System Equity Fee and Assessment for West Millbrook Sewer Main

5.1 The District agrees to pay to the City Lateral District assessments for the City's West Millbrook Sewer Main Extension Project ("Project") which shall be based on the following formula:

$$\frac{\text{Total Project Cost}}{122,000,000 \text{ sq. ft.}^*} \times \text{Lateral District Area in sq. ft.} = \text{Lateral District Assessment}$$

* area to be served by the Project

This Lateral District assessment will be paid to the City by the District within sixty (60) days after the sale of any debt instrument to finance the construction of the sanitary sewer system designed to serve the particular Lateral District. Under no circumstances will any Lateral District in the Area be connected to the City sewer system prior to the payment of this Lateral District assessment. The total assessment to the District under this paragraph shall be the sum of the Lateral District Assessments and shall be subject to the limitations set forth in Sections 5.2 and 5.3 herein.

5.2 For purposes of this Agreement, it is anticipated that the Area to be served by the District will be three hundred and ten (310) acres. If within four (4) years after the date of the Agreement, the District has not incorporated into the District the 310 acres anticipated in Section 4.1 and paid the Lateral District assessment for each Lateral District therein, then the District shall forfeit its right to the remaining capacity provided herein and the average daily flow which the City shall accept from the District shall be reduced based on the following formula:

Total RLUE Connected* X 168,000 gallons/day
600

* Residential Living Unit Equivalents (see Section 5.4)

Note: In the event total RLUE connected exceeds 600, maximum daily rate will not be increased. The procedure set forth in Section 3.2 of this Agreement shall apply.

5.3 Additional areas may be added by the District only upon approval of the City and will be assessed based upon the formula provided in Section 5.1 above.

5.4 Additionally, the District shall pay to the City a system equity fee of four hundred and seventeen dollars (\$417.00) per residential living unit equivalent connected to the District's sewer system. The system equity fee may be adjusted annually by the City on or before March 1 of each year. The fee will be calculated based on the methodology described in Report on Plant Equity Fees for Water and Wastewater Utilities performed by Black & Veatch for the City in 1986 and updated in 1989. Any connection made after March 1 of any year shall be paid for at the adjusted system equity fee rate. For purposes of this Agreement, the following schedule shall be used to determine residential living unit equivalents (RLUE):

<u>Type of Improvement</u>	<u>RLUE</u>
Single family detached housing:	1
Duplex or twin home:	2
Mobile homes (not in parks):	1
Mobile home parks (per lot):	1
Apartments (per apartment):	1
Commercial/Industrial:	*

* Estimated water usage per month will be determined for these improvements and that value will be divided by 8,500 gallons/month, the result being the residential living unit equivalent (RLUE).

5.5 The system equity fee shall be paid by the District to the City within thirty (30) days of the time each customer obtains the permit from the District referred to in Article III, Section 3.8 of this Agreement. Failure to pay the assessment and/or system equity fee within the time limits prescribed in this Article shall cause the City to add interest in accordance with the City's ordinances, as the same exist from time to time, for past due and delinquent bills.

ARTICLE VI

Rates for Sanitary Sewer Services

6.1 The rate charged to the District for sanitary sewer services hereunder shall be in accordance with the rates established by the City ordinance, as the same may exist from time to time, for wholesale sewer service to the District.

6.2 The District shall be considered by the City as one customer for computation of sewer charges. The sewer charge shall be based on actual flow discharged to the City's sewer system as measured by a flow measurement facility.

6.3 The District shall cause to be installed at its sole expense a flow measuring facility at the District's point(s) of connection to the City's sewer system. Said flow measurement facilities' design shall be approved in advance by the City. The design of said flow measurement facilities shall include devices and/or facilities to prevent malodors from escaping. The said flow measurement facilities shall be owned and operated by the District.

6.4 It is further agreed that the rates may be changed by amendment of the City's ordinances governing rates charged for service to the District. The sections of the present City ordinance which prescribe the rates are attached to this Agreement for reference.

6.5 The District will be billed monthly at the rates established by City ordinance. If said bill is not paid within twenty-five (25) days after said billing, interest will be charged in accordance with ordinances of the City, as same may exist from time to time.

6.6 The City will provide billing services for the District to District customers if the District uses a "flat" rate for billing of customers. The flat rate is to be established by the District and provided to the City along with other information necessary for billing customers. The charge for this service is included in the rates described in Section 6.1.

ARTICLE VII

Emergency Termination of Sanitary Sewer Service

7.1 The City hereby agrees to make reasonable effort to provide sanitary sewage treatment service at all times pursuant to the terms of this Agreement; however, it is understood and realized by the parties hereto that the City's sanitary sewage treatment system might, by reason of unforeseen catastrophe or disaster, commonly called acts of God, be temporarily interrupted.

7.2 Interruptions of service under such conditions or pipeline failures shall not give rise to any claim on the part of the District or customers of the District against the City or its Sewer Utility.

In such cases, the City will use good faith efforts to restore sewer service without unreasonable delay.

ARTICLE VIII

Operation and Maintenance

8.1 The District shall be fully responsible for operation and maintenance of the sewer facilities owned by the District, except as noted otherwise herein, and the District agrees to hold the City harmless of and from any claim or legal action against the City, the District or County arising from the operation and/or maintenance by the District of sewer systems owned by the District or any part thereof.

8.2 The District shall operate and maintain the sewer facilities to prevent the infiltration or inflow of extraneous water into the system. It is expressly understood that the failure of the District to operate its sewer system in said manner will cause the District to pay more in sanitary sewer service charges. The reason for said increase being that the total sewage flow, including any extraneous flow will be measured for billing.

8.3 The District shall maintain the sanitary sewer system within the Area, including the District's connections to the City's sewer system, throughout the life of this Agreement. The City will not be responsible for maintaining any sewer facilities in the Area, except as specifically set forth in Article IX.

8.4 The City shall be responsible for maintaining the flow measuring device(s) in the flow measuring facility referred to in Section 6.3.

ARTICLE IX

Annexation and Purchase of System

9.1 County hereby agrees that County shall adopt a policy, by way of a resolution, that generally looks with disfavor upon the future incorporation of cities or future creation of improvement districts within the area of the West Sedgwick County Main Sewer District which will impede the normal growth pattern of the City of Wichita as established in City Council Policy #32 and applicable state statutes, and which policy will generally look with favor upon the annexation of areas within said sewer district in due course by the City of Wichita. The adoption of the resolution referred to herein is a contingent condition to the City's approval of this Agreement.

9.2 If and when any portion up to fifty percent (50%) of the Area is annexed by the City, then the City shall become the owner and operator of and will maintain that portion of the District's sanitary sewer system that is brought into the City limits by such annexation. The District further agrees that upon annexation by the City of any portion of up to fifty percent (50%) of the Area, the District will deliver to the City a Bill of Sale for that portion of the District's sanitary sewer system taken into the City limits by the annexation.

9.3 When the City has annexed fifty percent (50%) or more of the Area, the City shall have the option of buying out any portion of the District's sanitary sewer system not already owned by the City. The amount to be paid for the system shall be an amount sufficient to retire or defease, whichever is less, the outstanding bonded indebtedness of the District to construct the system. Upon the exercising of this option, the District will no longer be billed as a wholesale customer and the District's customers will become the City's retail customers. The City will, in such an event, own, operate and maintain the sanitary sewer system and this Agreement shall have no further force or effect.

ARTICLE X

Agreement Term and Renewal

10.1 The term of this Agreement shall be thirty (30) years.

10.2 The District shall notify the City before the end of the twenty-eighth year of this Agreement if the District wishes to extend this Agreement.

10.3 If the City and the District fail to agree on an extension of this Agreement before the end of the twenty-ninth year of this Agreement, this Agreement shall terminate at the end of the thirtieth year.

ARTICLE XI

Notices

11.1 All notices required to be given herein, shall be in writing and shall be delivered in person or mailed by certified mail to the following addresses:

- (a) Notice to the City of Wichita:
City Clerk
City Hall
455 North Main
Wichita Kansas 67202

Director of Water and Sewer Department
8th Floor, City Hall
455 North Main
Wichita, Kansas 67202

(b) Notice to the West Sedgwick County Main Sewer District and
Board of County Commissioners of Sedgwick County:
County Clerk
525 North Main
Wichita, Kansas 67203
and
Director of the Bureau of Public Services
1250 South Seneca
Wichita, Kansas 67213-4498

IN WITNESS WHEREOF, the parties hereto have hereunto caused this
Agreement to be signed by their respective officers duly authorized
this 11th day of September, 1991.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

Billy Q. McCray
BILLY Q. MCCRAY, Chairman

ATTEST:

[Signature]
County Clerk
Sedgwick County, Kansas

APPROVED AS TO FORM:

Henry H. Blase
County Counselor HENRY H. BLASE
Sedgwick County, Kansas

ATTEST:

[Signature]
County Clerk
Sedgwick County, Kansas

APPROVED AS TO FORM:

Henry H. Blase
County Counselor
HENRY H. BLASE

CITY OF WICHITA, KANSAS

Bob Knight
BOB KNIGHT, Mayor

ATTEST:

Pat Burnett
Deputy Clerk
City of Wichita, Kansas

APPROVED AS TO FORM:

James Allen Hays
Director of Law
City of Wichita, Kansas

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS
SITTING AS THE GOVERNING BODY OF
WEST SEDGWICK COUNTY MAIN SEWER
DISTRICT

Billy Q. McCray
BILLY Q. MCCRAY, Chairman

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD }
4-30-91

Nov 491 116931

PAT KETTLE
REGISTER OF DEED

**EXHIBIT A**

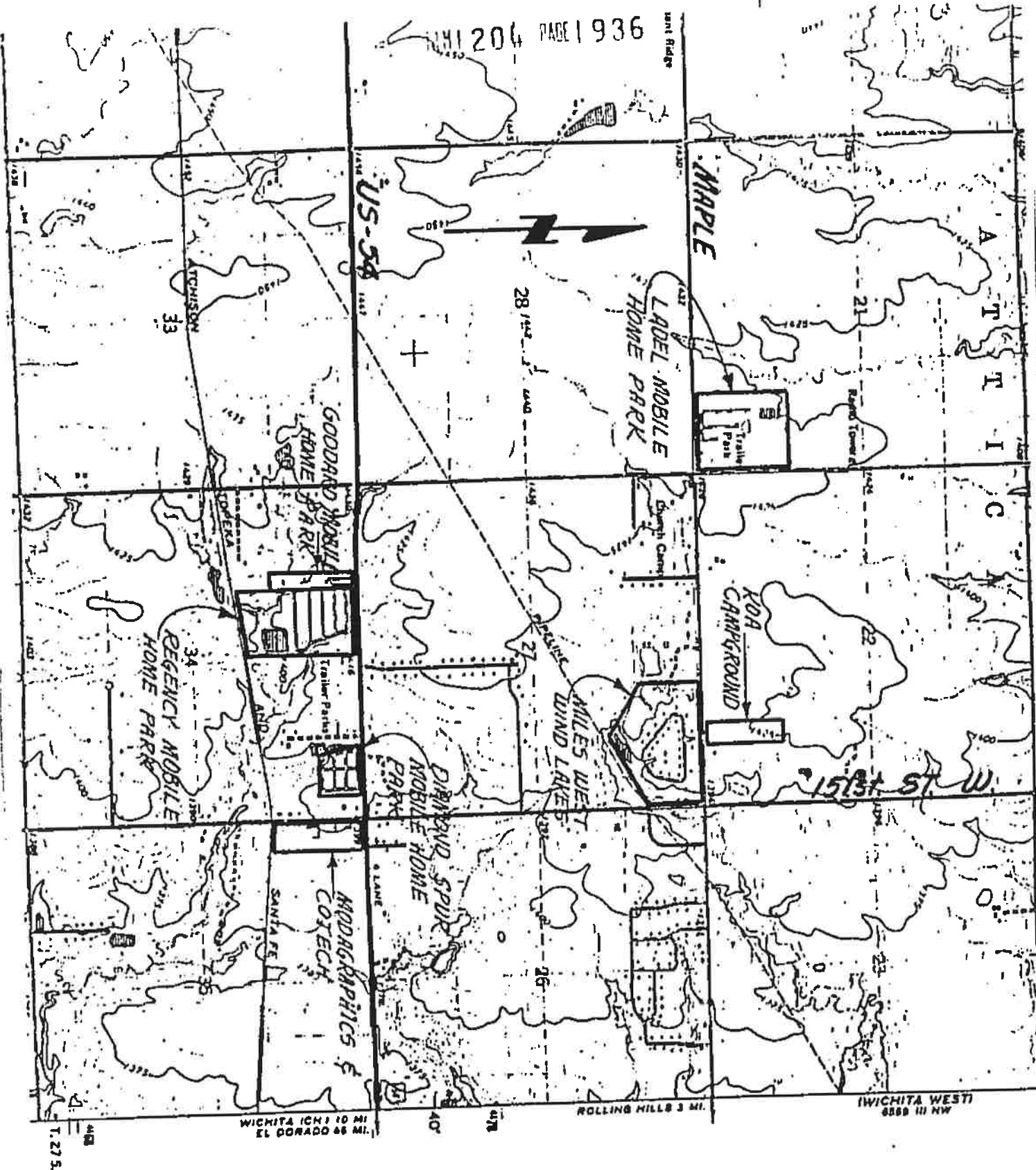


EXHIBIT B

GILMORE & BELL, P.C.
09/30/93

West Sedgwick County
Lateral Sewer District "F"

(Published in THE DAILY REPORTER, on OCTOBER 1, 1993.)

RESOLUTION NO. 176-1993

A RESOLUTION CREATING WEST SEDGWICK COUNTY LATERAL SEWER DISTRICT "F"; AUTHORIZING THE MAKING OF CERTAIN IMPROVEMENTS THEREIN AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENTS, THE ESTIMATED OR PROBABLE COSTS THEREOF AND THE METHOD OF ASSESSMENT (INDUSTRIAL AREA).

WHEREAS, K.S.A. 19-27a01 et seq., as amended by Charter Resolution Nos. 39 and 44 (the "Act") authorizes the Board of County Commissioners to authorize the creation of sewer districts within the County and to cause certain improvements to be made therein and the levying and collecting of special assessments upon property in the sewer district deemed by the Board of County Commissioners to be benefited by such improvements; and

WHEREAS, the Act provides that prior to the creation or expansion of a special benefit district, the Board of County Commissioners shall call and hold a public hearing on the proposed action; notice of the hearing shall be published once in the official county newspaper and mailed to affected landowners at least 10 days prior to the date of the hearing; and

WHEREAS, a Petition was filed with the County Clerk of Sedgwick County, Kansas, on August 31, 1993, proposing the creation of a lateral sewer district within the County, making certain internal improvements therein and enlarging the West Sedgwick County Main Sewer District; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) The estimated or probable cost of the proposed improvements; (c) the extent of the proposed sewer district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; and (e) the proposed apportionment of the cost between the lateral sewer district and other sewer districts in the County; and

WHEREAS, pursuant to Resolution No. 168-1993, notice of said public hearing was duly published and mailed as required; and

WHEREAS, the Board of County Commissioners of Sedgwick County, Kansas has heretofore held a public hearing on the advisability of creating the lateral sewer district, pursuant to the authority of the Act and K.S.A. 19-270; and

WHEREAS, said Board of County Commissioners hereby finds and determines it to be necessary to make its final findings, by Resolution, as to the advisability of the creation of the lateral sewer district and proposed improvements, the general nature of the proposed improvements; the estimated or probable costs of the proposed improvements; the extent of the proposed sewer district to be assessed for the costs of the proposed improvements; the proposed method of assessment; and the proposed apportionment of

County Clerk

the cost between the lateral sewer district and other sewer districts in the County; all as provided by the Act and K.S.A. 19-270; and further finds and determines it to be necessary to authorize the creation of the lateral sewer district and the making of the improvements, by Resolution, in accordance with its findings, and to provide for the publication thereof.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS:

SECTION 1. The Board of County Commissioners of Sedgwick County, Kansas, after due consideration of the factors set forth in the Act and K.S.A. 19-270, hereby finds and finally determines that:

(a) It is advisable to create a lateral sewer district within Sedgwick County, Kansas, to be known as the West Sedgwick County Lateral Sewer District "F" and make the following improvement:

Construction of a lateral sewer system and related appurtenances and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita.

(b) The estimated or probable cost of such lateral improvements is \$103,600; \$34,800 of which will be paid from an EPA grant and the remainder to be paid 100% from the proposed lateral district.

(c) The extent of the lateral sewer district in Sedgwick County, Kansas, to be assessed for the cost of the lateral improvements is:

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

(d) The apportionment of the cost of the lateral improvement, between the lateral sewer district and other sewer districts in the County is: One hundred percent (100%) to be assessed against all property in the lateral sewer district in the following manner:

To each Tract within the Lateral Sewer District on the proportion of square footage of said Tract to the entire square footage of the Lateral Sewer District.

SECTION 2. The improvements described herein are authorized to be financed by the issuance of general obligation bonds; such bonds may be issued to reimburse expenditures made after this date pursuant to the U.S. Treasury Regulations.

SECTION 3. This Resolution shall be published one time in the official county newspaper, and shall also be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED AND APPROVED by the Governing Body of Sedgwick County, Kansas, on September 29, 1993.

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Billy Q. McCray	<u>absent</u>
Mark P. Schroeder	<u>yes</u>

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

Mark P. Schroeder
MARK P. SCHROEDER, Chairman

Absent
BILLY Q. MCCRAY, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Paul W. Hancock
PAUL W. HANCOCK, Commissioner

Thomas G. Winters
THOMAS G. WINTERS, Commissioner



Susan E. Crockett-Spoon
SUSAN E. CROCKETT-SPOON, County Clerk

APPROVED AS TO FORM ONLY.

Stephen B. Plummer
STEPHEN B. PLUMMER, County Counselor

STATE OF KANSAS | SS
SEDGWICK COUNTY
FILED OCT 1 1993
10:00 AM

OCT 1 1993 1327507

PAT KETTLER
REGISTER OF DEEDS

Ed Bass
Deputy

GILMORE & BELL, P.C.
09/30/93

West Sedgwick County
Main Sewer District

(Published in THE DAILY REPORTER, on OCTOBER 1, 1993.)

RESOLUTION NO. 177-1993

A RESOLUTION AUTHORIZING THE ENLARGEMENT OF THE BOUNDARIES
OF THE WEST SEDGWICK COUNTY MAIN SEWER DISTRICT.

WHEREAS, K.S.A. 19-27a01 ~~et seq.~~, as amended by Charter Resolution No. 39 and 44 (the "Act") authorizes the Board of County Commissioners to authorize the creation of sewer districts within the County and to cause certain improvements to be made therein and the levying and collecting of special assessments upon property in the sewer district deemed by the Board of County Commissioners to be benefited by such improvements; and

WHEREAS, the Act allows the Board of County Commissioners of Sedgwick County, Kansas, as governing body of the West Sedgwick County Main Sewer District (the "Governing Body"), to enlarge the boundaries of any sewer district, by resolution, upon receipt of a petition requesting same signed by at least 51% of the area sought to be added to the district; and

WHEREAS, the Act provides that prior to the creation or expansion of a special benefit district, the Governing Body shall call and hold a public hearing on the proposed action; notice of the hearing shall be published once in the official county newspaper and mailed to affected property owners at least 10 days prior to the date of the hearing; and

WHEREAS, Petitions were filed with the County Clerk of Sedgwick County, Kansas, on August 31, 1993 and September 9, 1993, proposing the creation of lateral sewer districts within the County, making certain internal improvements therein and enlarging the West Sedgwick County Main Sewer District; and said Petitions set forth: (a) the general nature of the proposed improvements; (b) The estimated or probable cost of the proposed improvements; (c) the extent of the proposed sewer district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; and (e) the proposed apportionment of the cost between the sewer district and other sewer districts in the County; and

WHEREAS, pursuant to Resolution No. 169-1993, notice of said public hearing was duly published and mailed as required; and

ODH

County Clerk

WHEREAS, a public hearing on the advisability of enlarging the boundaries of the West Sedgwick County Main Sewer District was conducted pursuant to the authority of the Act and K.S.A. 19-270; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to make its final findings, by Resolution, as to the advisability of expanding the boundaries of the West Sedgwick County Main Sewer District, all as provided by the Act and K.S.A. 19-270; and further finds and determines it to be necessary to authorize enlarging the boundaries of the West Sedgwick County Main Sewer District, by Resolution, in accordance with its findings, and to provide for the publication thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AS GOVERNING BODY OF THE WEST SEDGWICK COUNTY MAIN SEWER DISTRICT:

SECTION 1. The Governing Body, after due consideration of the factors set forth in the Act and K.S.A. 19-270, hereby finds and finally determines that:

(a) It is advisable to enlarge the boundaries of the West Sedgwick County Main Sewer District to include the following described property:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

(b) The boundaries of the West Sedgwick County Main Sewer District after the enlargement set forth above are as follows:

Part A: Beginning at the northeast corner of the southeast quarter of Section 27, Township 27 South, Range 2 West, Sedgwick County, Kansas and running thence west to the center of said Section 27; thence south to the north line of U.S. Highway 54; thence east 600 feet; thence north parallel to and 280 feet east of the east line of Reece Road, 1903.6 feet; thence east 80 feet; thence north 20 feet, more or less; to the center of Moscelyn Lane; thence northeast along said roadway 200 feet, more or less; thence east along the center line of said roadway to the east line of Section 27; thence north to the place of beginning, containing 48 acres, more or less.

Part B: Beginning at the center line of Grassmere Lane extended and the east line of Section 27, Township 27 South, Range 2 West and running west to the west line of Tapestry Meadows Third Addition; thence south to the north line of U.S. Highway 54; thence east to a point 750 feet east of the east line of said Section 27; thence north 330 feet; thence west 320 feet; thence north 110 feet; thence west to the east line of said Section 27, thence north to the place of beginning, containing 50.7 acres, more or less.

Part C: Beginning at the northwest corner of Maple Hill Addition in Section 26, Township 27 South, Range 2 West, Sedgwick County, Kansas and running south to the center line of Taft Avenue as platted in Maple Hill Third Addition, thence east to the east line of the northwest quarter of said Section 26; thence south to the south line extended of Lot 1, Block 3, Maple Hill Fifth Addition; thence easterly along the south lot lines to the east line extended of Lot 4, Block 2, Maple Hill Fifth Addition; thence north along said east line and east line extended to the north line of Section 26, Township 27 South, Range 2 West; thence west to the place of beginning, containing 80.5 acres, more or less.

The East 1,016.8 feet of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West, lying South of Highway 54 and North of the Railroad Right of Way in Sedgwick County, Kansas.

Beginning 125 feet South and 467 feet West of the Northeast Corner of the Northeast 1/4 of Section 34, Township 27 South, Range 2 West; thence South 460 feet; thence east 63.77 feet; thence South 561 feet; thence West to the West line of the Northeast 1/4 of the Northeast 1/4; thence North to the South line of Hwy 54; thence East to the place of beginning, EXCEPT the West 30 feet for the street.

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

SECTION 2. This Resolution shall be published one time in the official county newspaper, and shall also be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the West Sedgwick County Main Sewer District, on September 29, 1993.

Betsy Gwin	<u>YES</u>
Paul W. Hancock	<u>YES</u>
Thomas G. Winters	<u>YES</u>
Billy Q. McCray	<u>absent</u>
Mark F. Schroeder	<u>yes</u>

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

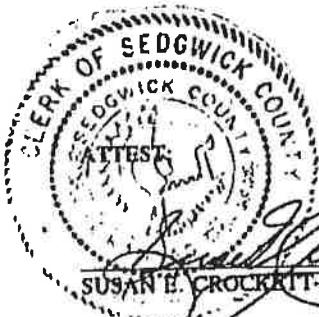
Mark F. Schroeder
MARK F. SCHROEDER, Chairman

absent
BILLY Q. MCCRAY, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Paul W. Hancock
PAUL W. HANCOCK, Commissioner

Thomas G. Winters
THOMAS G. WINTERS, Commissioner



Susan E. Crockett-Spoon
SUSAN E. CROCKETT-SPOON, County Clerk

APPROVED AS TO FORM ONLY.

Stephen B. Plummer
STEPHEN B. PLUMMER, County Counselor

STATE OF KANSAS } 58
SEDGWICK COUNTY }
FILED FOR DEEDS AT
10:00 AM

Oct 15 1993 1327508

PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Deputy

GILMORE & BELL, P.C.
09/30/93

West Sedgwick County
Joint Sewer District

(Published in THE DAILY REPORTER, on OCTOBER 1, 1993.)

RESOLUTION NO. 178-1993

A RESOLUTION AUTHORIZING THE ENLARGEMENT OF THE BOUNDARIES
OF THE WEST SEDGWICK COUNTY JOINT SEWER DISTRICT.

WHEREAS, K.S.A. 19-27a01 et seq., as amended by Charter Resolution No. 39 and 44 (the "Act") authorizes the Board of County Commissioners to authorize the creation of sewer districts within the County and to cause certain improvements to be made therein and the levying and collecting of special assessments upon property in the sewer district deemed by the Board of County Commissioners to be benefited by such improvements; and

WHEREAS, the Act allows the Board of County Commissioners of Sedgwick County, Kansas, as governing body of the West Sedgwick County Joint Sewer District (the "Governing Body"), to enlarge the boundaries of any sewer district, by resolution, upon receipt of a petition requesting same signed by at least 51% of the area sought to be added to the district; and

WHEREAS, the Act provides that prior to the creation or expansion of a special benefit district, the Governing Body shall call and hold a public hearing on the proposed action; notice of the hearing shall be published once in the official county newspaper and mailed to affected property owners at least 10 days prior to the date of the hearing; and

WHEREAS, the Governing Body has received a report from the Director of Sewer Operations and Maintenance requesting that the boundaries of the West Sedgwick County Joint Sewer District be enlarged; and

WHEREAS, pursuant to Resolution No. 170-1993, notice of said public hearing was duly published and mailed as required; and

WHEREAS, a public hearing on the advisability of enlarging the boundaries of the West Sedgwick County Joint Sewer District was conducted pursuant to the authority of the Act and K.S.A. 19-270; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to make its final findings, by Resolution, as to the advisability of expanding the boundaries of the West Sedgwick County Joint Sewer District; all as provided by the Act and K.S.A. 19-270; and further finds and determines it

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County Clerk

to be necessary to authorize enlarging the boundaries of the West Sedgwick County Joint Sewer District, by Resolution, in accordance with its findings, and to provide for the publication thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AS GOVERNING BODY OF THE WEST SEDGWICK COUNTY JOINT SEWER DISTRICT:

SECTION 1. The Governing Body, after due consideration of the factors set forth in the Act and K.S.A. 19-270, hereby finds and finally determines that:

(a) It is advisable to enlarge the boundaries of the West Sedgwick County Joint Sewer District to include the following described property:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

(b) The boundaries of the West Sedgwick County Joint Sewer District after the enlargement set forth above are as follows:

Part A: Beginning at the northeast corner of the southeast quarter of Section 27, Township 27 South, Range 2 West, Sedgwick County, Kansas and running thence west to the center of said Section 27; thence south to the north line of U.S. Highway 54; thence east 600 feet; thence north parallel to and 280 feet east of the east line of Reece Road, 1903.6 feet; thence east 80 feet; thence north 320 feet, more or less; to the center of Moscelyn Lane; thence northeast along said roadway 200 feet, more or less; thence east along the center line of said roadway to the east line of Section 27; thence north to the place of beginning, containing 48 acres, more or less.

Part B: Beginning at the center line of Grassmere Lane extended and the east line of Section 27, Township 27 South, Range 2 West and running west to the west line of Tapestry Meadows Third Addition; thence south to the north line of U.S. Highway 54; thence east to a point 750 feet east of the east line of said Section 27; thence north 330 feet; thence west 320 feet; thence north 110 feet; thence west to the east line of said Section 27, thence north to the place of beginning, containing 50.7 acres, more or less.

Part C: Beginning at the northwest corner of Maple Hill Addition in Section 26, Township 27 South, Range 2 West, Sedgwick County, Kansas and running south to the center line of Taft Avenue as platted in Maple Hill Third Addition; thence east to the east line of the northwest quarter of said Section 26; thence south to the south line extended of Lot 1, Block 3, Maple Hill Fifth Addition; thence easterly along the south lot lines to the east line extended of Lot 4, Block 2, Maple Hill Fifth Addition; thence north along said east line and east line extended to the north line of Section 26, Township 27 South, Range 2 West; thence west to the place of beginning, containing 80.5 acres, more or less.

The East 1,016.8 feet of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West, lying South of Highway 54 and North of the Railroad Right of Way in Sedgwick County, Kansas.

Beginning 125 feet South and 467 feet West of the Northeast Corner of the Northeast 1/4 of Section 34, Township 27 South, Range 2 West; thence South 460 feet; thence east 63.77 feet; thence South 561 feet; thence West to the West line of the Northeast 1/4 of the Northeast 1/4; thence North to the South line of Hwy 54; thence East to the place of beginning, EXCEPT the West 30 feet for the street.

A tract in the Northeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the Northeast corner of said Northeast Quarter; thence S0°03'W along the east line of said Northeast Quarter, a distance of 877.00 feet; thence S63°33'W, 1306.29 feet; thence N57°06'30"W, 966.47 feet; thence N6°01'30"W, 922.72 feet to the north line of said Northeast Quarter; thence N90°00'E, 2104.30 feet to the point of beginning.

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

SECTION 2. This Resolution shall be published one time in the official county newspaper, and shall also be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the West Sedgwick County Main Sewer District, on September 29, 1993.

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Billy Q. McCray	<u>absent</u>
Mark F. Schroeder	<u>yes</u>

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

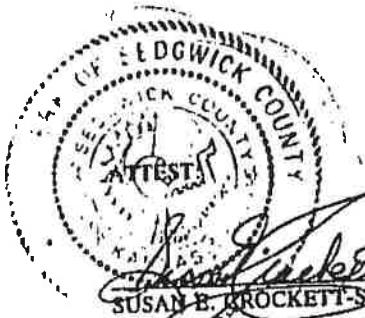
Mark F. Schroeder
MARK P. SCHROEDER, Chairman

Absent
BILLY Q. MCCRAY, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Paul W. Hancock
PAUL W. HANCOCK, Commissioner

Thomas G. Winters
THOMAS G. WINTERS, Commissioner



Susan E. Brackett-Spoon
SUSAN E. BRACKETT-SPOON, County Clerk

APPROVED AS TO FORM ONLY.

Stephen B. Plummer
STEPHEN B. PLUMMER, County Counselor

STATE OF KANSAS | SS
SEDGWICK COUNTY |
FILED FOR RECORD AT
10:00 AM

Oct 15 1993 1327509

PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

1460422 22 28

PAT KETTLER
REGISTER OF DEEDS

GILMORE & BELL, P.C.
05/08/1995

(Published in The Daily Reporter, on May 26, 1995.)

RESOLUTION NO. 131-1995

*Ed Bass
Deputy*

RESOLUTION LEVYING AND ASSESSING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN SEDGWICK COUNTY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 225-1991, 178-1993, 151-1988, 184-1991, 224-1991, 177-1993, 167-1993, 167-1993, 222-1991, 223-1991, 176-1993, 167-1993 AND ORDER DATED NOVEMBER 26, 1969 OF THE COUNTY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS (WEST SEDGWICK COUNTY).

WHEREAS, the Board of County Commissioners (the "Board") of Sedgwick County, Kansas (the "County") has heretofore authorized certain internal improvements (the "improvements") to be constructed pursuant to K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution Nos. 39 and 44 of the County and Chapter 155, 1969 Kansas Session Laws, K.S.A. 19-2704 and K.S.A. 19-2704a (1968 Supp.) (jointly the "Act"); and

WHEREAS, the Board has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefitted by the construction of the improvements.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

SECTION 1. Definitions. The terms defined in this Section shall have the meanings hereafter specified. Words importing a singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" means K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution Nos. 39 and 44 of the County.

"Agricultural Building" means a Structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products; which shall not be a place of human habitation, a place of employment where agricultural products are processed, treated or packaged or a place used by the public.

"Building" means any Structure used or intended for supporting or sheltering any use or occupancy and including any structures accessory thereto.

"Commercial or Industrial Property" means one or more contiguous tracts on which is located a Structure that is not a Dwelling Unit, Multi-Family Dwelling or Agricultural Building.

"County" means Sedgwick County, Kansas.

"Dwelling Unit" means any Building or portion thereof which contains living facilities, including

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County Clerk

provisions for sleeping, eating, cooking and sanitation, including Manufactured Homes, for not more than one family.

"Family" means an individual or two or more persons related by blood or marriage or a group of not more than five persons (excluding servants or employees) who need not be related by blood or marriage living together in a Dwelling Unit.

"Impact Fee" means that fee assessed to property in the Joint District or Main District which did not receive a separate assessment for the Improvements under this Resolution and which has taken certain actions after adoption of this Resolution as specified in Section 6 hereof.

"Improvements" means the improvements in the District authorized by Resolution Nos. 225-1991, 178-1993, 151-1988, 184-1991, 224-1991, 177-1993, 167-1993, 222-1991, 223-1991, 176-1993 and Order dated November 26, 1969.

"Joint District" means the West Sedgwick County Joint Sewer District, created in Resolution No. 225-1991 and amendments thereto.

"Main District" means the West Sedgwick County Main Sewer District created by Resolution Nos. 151-1988, 184-1991, 224-1991 and 177-1993.

"Manufactured Home" means a Structure, transportable in one or more sections, which is the traveling mode is eight body feet or more in width of forty body feet or more in length, or when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary (HUD) and complies with the standards established hereunder. For purposes of this definition, a mobile home shall be considered as a manufactured home.

"Mobile Home Park" means a tract or tracts of land in which multiple Manufactured Homes may be located.

"Multi-Family Dwelling" means any Building or portion thereof which was designed for and contains living facilities, including provisions for sleeping, eating, cooking and sanitation, including Manufactured Homes, for two or more families living independently of each other.

"RLUE" or Residential Living Unit Equivalent means a unit of measure by which assessments shall be applied against certain real property. The number of RLUEs shall be ascribed to the types of real property as follows:

- (a) Each Dwelling Unit - One RLUE.
- (b) Commercial or Industrial Property - One RLUE (or fraction thereof rounded to the nearest 1/4 Unit) determined by dividing such property's total domestic water usage (in gallons) for the preceding 12 months by 100,000. In the event that such Commercial or Industrial Property shall not have been in operation for 12 months, an annualized domestic water usage shall be determined by dividing the domestic water usage by the

County Lateral Sewer District "D"-The Regency Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39];

f - West Sedgwick County Lateral Sewer District "E"

Resolution No. 223-1991

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "E"-Diamond Spur Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39];

g - West Sedgwick County Lateral Sewer District "F"

Resolution No. 176-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "F"-Industrial Area, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

h - West Sedgwick County Lateral Sewer District "G"

Resolution No. 167-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "G"-Goddard Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

i - Miles West Wind Lakes Estates Sewer District

Order dated 11-26-69

Installation and utilization of a sanitary sewer system, including mains, disposal unit and laterals [Chapter 155, 1969 Kansas Session Laws, K.S.A. 19-2704 and K.S.A. 19-2704a (1968 Supp.)];

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the County Counselor) against the property described on *Schedule I* attached hereto. Assessments shall be spread for the following projects in the following manner:

PROJECT/METHOD OF ASSESSMENT	AMOUNT TO BE ASSESSED
<u>West Sedgwick County Joint Sewer District (Interceptor)</u> Equally per RLUE for all property within the Joint District	\$323,091.37
<u>West Sedgwick County Main Sewer District (Main & Laterals)</u> Equally per RLUE for all property within the Main District	\$493,651.67
<u>West Sedgwick County Lateral Sewer District "B"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$115,761.21
<u>West Sedgwick County Lateral Sewer District "C"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$56,862.06
<u>West Sedgwick County Lateral Sewer District "D"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$142,400.55
<u>West Sedgwick County Lateral Sewer District "E"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$77,870.68
<u>West Sedgwick County Lateral Sewer District "F"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$83,449.77
<u>West Sedgwick County Lateral Sewer District "G"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$47,508.82
<u>Miles West Wind Lakes Estates Sewer District</u> Equally per RLUE	\$79,334.85

SECTION 3. Payment of Assessments. The amounts so levied and assessed as set forth on *Schedule I* of this Resolution shall be due and payable from and after the date of publication of this Resolution. Such amounts may be paid in whole or in part within 30 days of the date of publication of this Resolution. If not so paid, the County will issue bonds to permanently finance the same.

SECTION 4. Notification. The County Clerk shall notify the owners of the properties described on *Schedule I* attached hereto insofar as known to said County Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid within thirty (30) days from the date of publication of this Resolution, bonds will be issued therefor, and the amount of such assessment will be collected

in installments with interest.

SECTION 5. Certification. Any amount of special assessments not paid within the time prescribed in Section 2 hereof shall be certified by the County Clerk in the same manner and at the same time as other taxes are certified and will be collected over a period of 15 years, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Resolution and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 6. Impact Fees. **(A) West Sedgwick County Joint Sewer District.** Any parcel of land within the Joint District that did not receive a separate assessment under this Resolution shall be subject to an Impact Fee for sewer service requested or obtained after the adoption of this Resolution. Such Impact Fee shall be imposed on or prior to the date that:

- (i) a building permit is issued for a Building or Manufactured Home to be located on a tract; or
- (ii) an additional space is created in a Mobile Home Park.

The amount of such Impact Fee shall be equal to the amount of the assessment levied in this Resolution for the number of RLUEs which would have been assessed if such Building or Mobile Home Park were existing in such status as of the adoption of this Resolution. The Impact Fees shall be deposited in accounts and funds of the Joint District, which Impact Fees and the interest earnings thereon shall be used to pay the principal of and interest on debt incurred by the County in financing the costs of improvements within the Joint District, or to pay the costs of financing or constructing future sewer improvements in the Joint District, provided that not less than Twenty-five and 64/100ths percent (25.64%) of the amount of such Impact Fees shall be applied to pay the principal of and interest on debt incurred by the County in financing the costs of such Improvements.

(B) Main District. Any parcel of land within the Main District that did not receive a separate assessment under this Resolution shall be subject to an Impact Fee for sewer service requested or obtained after the adoption of this Resolution. Such Impact Fee shall be imposed on or prior to the date that:

- (i) a building permit is issued for a Building or Manufactured Home to be located on a tract; or
- (ii) an additional space is created in a Mobile Home Park.

The amount of such Impact Fee shall be equal to the amount of the assessment levied in this Resolution for the number of RLUEs which would have been assessed if such Building or Mobile Home Park were existing in such status as of the adoption of this Resolution. The Impact Fees shall be deposited in accounts and funds of the Main District, which Impact Fees and the interest earnings thereon shall be used to pay the principal of and interest on debt incurred by the County in financing the costs of improvements within the Main District, or to pay the costs of financing or constructing future sewer improvements in the Main District, provided that not less than Twenty-five and 64/100ths percent (25.64%) of the amount of such Impact Fees shall be applied to pay the principal of and interest on debt incurred by the County in financing the costs of such Improvements.

SECTION 7. Effective Date. This Resolution shall take effect and be in force from and after its adoption and publication once in the official county newspaper.

ADOPTED by the Board of County Commissioners of Sedgwick County, Kansas, on May 24, 1995.

Commissioners present and voting were:

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Melody C. Miller	<u>yes</u>
Mark F. Schroeder	<u>yes</u>



BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

Mark F. Schroeder
MARK F. SCHROEDER, Chairman

Thomas G. Winters
THOMAS G. WINTERS, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Paul W. Hancock
PAUL W. HANCOCK, Commissioner

Melody C. Miller
MELODY C. MILLER, Commissioner

ATTEST:

Susan E. Crockett-Spoon
SUSAN E. CROCKETT-SPOON, County Clerk

APPROVED AS TO FORM ONLY.

Stephen B. Plummer
STEPHEN B. PLUMMER, County Counselor

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 001460001	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460002	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460004	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460005	1	\$553.67	\$3,317.14	\$3,870.81
AT 001470003	1	\$553.67	\$3,317.14	\$3,870.81
AT 001470004	1	\$553.67	\$3,317.14	\$3,870.81
AT 00147003A	1	\$553.67	\$3,317.14	\$3,870.81
AT 00152001E0001	1	\$553.67	\$3,317.14	\$3,870.81
AT 0015201CA	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550002	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550003	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550005	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550006	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550007	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550009	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550010	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550010000A	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550011	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550012	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550013	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550014	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550015	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550017	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550018	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550019	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550020	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550021	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550022	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550023	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550024	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550025	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE 1

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 001550026	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550027	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550028	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550029	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550032	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550033	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550034	1	\$553.67	\$3,317.14	\$3,870.81
AT 00155007A	1	\$553.67	\$3,317.14	\$3,870.81
AT 00427	1	\$553.67	\$3,317.14	\$3,870.81
AT 00428	1	\$553.67	\$3,317.14	\$3,870.81
AT 00429	1	\$553.67	\$3,317.14	\$3,870.81
AT 00430	1	\$553.67	\$3,317.14	\$3,870.81
AT 00431	1	\$553.67	\$3,317.14	\$3,870.81
AT 00432	1	\$553.67	\$3,317.14	\$3,870.81
AT 00433	1	\$553.67	\$3,317.14	\$3,870.81
AT 00434	1	\$553.67	\$3,317.14	\$3,870.81
AT 00435	1	\$553.67	\$3,317.14	\$3,870.81
AT 00436	1	\$553.67	\$3,317.14	\$3,870.81
AT 00437	1	\$553.67	\$3,317.14	\$3,870.81
AT 00438	1	\$553.67	\$3,317.14	\$3,870.81
AT 00439	1	\$553.67	\$3,317.14	\$3,870.81
AT 00440	1	\$553.67	\$3,317.14	\$3,870.81
AT 00441	1	\$553.67	\$3,317.14	\$3,870.81
AT 00442	1	\$553.67	\$3,317.14	\$3,870.81
AT 00443	1	\$553.67	\$3,317.14	\$3,870.81
AT 00444	1	\$553.67	\$3,317.14	\$3,870.81
AT 00503	1	\$553.67	\$3,317.14	\$3,870.81
AT 00504	1	\$553.67	\$3,317.14	\$3,870.81
AT 00505	1	\$553.67	\$3,317.14	\$3,870.81
AT 00506	1	\$553.67	\$3,317.14	\$3,870.81
AT 00507	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00508	1	\$553.67	\$3,317.14	\$3,870.81
AT 00509	1	\$553.67	\$3,317.14	\$3,870.81
AT 00510	1	\$553.67	\$3,317.14	\$3,870.81
AT 00511	1	\$553.67	\$3,317.14	\$3,870.81
AT 00512	1	\$553.67	\$3,317.14	\$3,870.81
AT 00513	1	\$553.67	\$3,317.14	\$3,870.81
AT 00514	1	\$553.67	\$3,317.14	\$3,870.81
AT 00515	1	\$553.67	\$3,317.14	\$3,870.81
AT 00516	1	\$553.67	\$3,317.14	\$3,870.81
AT 00517	1	\$553.67	\$3,317.14	\$3,870.81
AT 00518	1	\$553.67	\$3,317.14	\$3,870.81
AT 00519	1	\$553.67	\$3,317.14	\$3,870.81
AT 00520	1	\$553.67	\$3,317.14	\$3,870.81
AT 00521	1	\$553.67	\$3,317.14	\$3,870.81
AT 00522	1	\$553.67	\$3,317.14	\$3,870.81
AT 00539	1	\$553.67	\$3,317.14	\$3,870.81
AT 00540	1	\$553.67	\$3,317.14	\$3,870.81
AT 00544	1	\$553.67	\$3,317.14	\$3,870.81
AT 00641	1	\$553.67	\$3,317.14	\$3,870.81
AT 00642	1	\$553.67	\$3,317.14	\$3,870.81
AT 00643	1	\$553.67	\$3,317.14	\$3,870.81
AT 00644	1	\$553.67	\$3,317.14	\$3,870.81
AT 00645	1	\$553.67	\$3,317.14	\$3,870.81
AT 00646	1	\$553.67	\$3,317.14	\$3,870.81
AT 00647	1	\$553.67	\$3,317.14	\$3,870.81
AT 00648	1	\$553.67	\$3,317.14	\$3,870.81
AT 00649	1	\$553.67	\$3,317.14	\$3,870.81
AT 00650	1	\$553.67	\$3,317.14	\$3,870.81
AT 00651	1	\$553.67	\$3,317.14	\$3,870.81
AT 00653	1	\$553.67	\$3,317.14	\$3,870.81
AT 00654	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00655	1	\$553.67	\$3,317.14	\$3,870.81
AT 00656	1	\$553.67	\$3,317.14	\$3,870.81
AT 00657	1	\$553.67	\$3,317.14	\$3,870.81
AT 00658	1	\$553.67	\$3,317.14	\$3,870.81
AT 00659	1	\$553.67	\$3,317.14	\$3,870.81
AT 00660	1	\$553.67	\$3,317.14	\$3,870.81
AT 00661	1	\$553.67	\$3,317.14	\$3,870.81
AT 00662	1	\$553.67	\$3,317.14	\$3,870.81
AT 00663	1	\$553.67	\$3,317.14	\$3,870.81
AT 00665	1	\$553.67	\$3,317.14	\$3,870.81
AT 00666	1	\$553.67	\$3,317.14	\$3,870.81
AT 00667	1	\$553.67	\$3,317.14	\$3,870.81
AT 00668	1	\$553.67	\$3,317.14	\$3,870.81
AT 00669	1	\$553.67	\$3,317.14	\$3,870.81
AT 00670	1	\$553.67	\$3,317.14	\$3,870.81
AT 00671	1	\$553.67	\$3,317.14	\$3,870.81
AT 00672	1	\$553.67	\$3,317.14	\$3,870.81
AT 00673	1	\$553.67	\$3,317.14	\$3,870.81
AT 00674	1	\$553.67	\$3,317.14	\$3,870.81
AT 00743	1	\$553.67	\$3,317.14	\$3,870.81
AT 00744	1	\$553.67	\$3,317.14	\$3,870.81
AT 00745	1	\$553.67	\$3,317.14	\$3,870.81
AT 00746	1	\$553.67	\$3,317.14	\$3,870.81
AT 00749	1	\$553.67	\$3,317.14	\$3,870.81
AT 00750	1	\$553.67	\$3,317.14	\$3,870.81
AT 00751	1	\$553.67	\$3,317.14	\$3,870.81
AT 00752	1	\$553.67	\$3,317.14	\$3,870.81
AT 00753	1	\$553.67	\$3,317.14	\$3,870.81
AT 00754	1	\$553.67	\$3,317.14	\$3,870.81
AT 00755	1	\$553.67	\$3,317.14	\$3,870.81
AT 00756	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 01201	1	\$553.67	\$3,317.14	\$3,870.81
AT 01202	1	\$553.67	\$3,317.14	\$3,870.81
AT 01203	1	\$553.67	\$3,317.14	\$3,870.81
AT 01204	1	\$553.67	\$3,317.14	\$3,870.81
AT 01205	1	\$553.67	\$3,317.14	\$3,870.81
AT 01206	1	\$553.67	\$3,317.14	\$3,870.81
AT 01207	1	\$553.66	\$3,317.14	\$3,870.80
AT 01208	1	\$553.66	\$3,317.14	\$3,870.80
AT 01209	1	\$553.66	\$3,317.14	\$3,870.80
AT 01210	1	\$553.66	\$3,317.14	\$3,870.80
AT 01211	1	\$553.66	\$3,317.14	\$3,870.80
AT 01224	1	\$553.66	\$3,317.14	\$3,870.80
AT 01225	1	\$553.66	\$3,317.14	\$3,870.80
AT 00152001E	1	\$553.66	\$3,317.14	\$3,870.80
AT 00152001B	4	\$2,214.68	\$13,268.56	\$15,483.24
AT 00698	2	\$1,107.34	\$6,634.28	\$7,741.62
AT 00152001A				
AT 00588	1	\$553.67	\$2,444.34	\$2,998.01
AT 00589	1	\$553.67	\$2,444.34	\$2,998.01
AT 00590	1	\$553.67	\$2,444.34	\$2,998.01
AT 00591	1	\$553.67	\$2,444.34	\$2,998.01
AT 00592	1	\$553.67	\$2,444.34	\$2,998.01
AT 00593	1	\$553.67	\$2,444.34	\$2,998.01
AT 00595	1	\$553.67	\$2,444.34	\$2,998.01
AT 00596	1	\$553.67	\$2,444.34	\$2,998.01
AT 00597	1	\$553.67	\$2,444.34	\$2,998.01
AT 005970001	1	\$553.67	\$2,444.34	\$2,998.01
AT 005980001	1	\$553.67	\$2,444.34	\$2,998.01
AT 00599	1	\$553.67	\$2,444.34	\$2,998.01
AT 00600	1	\$553.67	\$2,444.34	\$2,998.01

23-May-95

SCHEDULE I

WEST SEDOWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00601	1	\$553.66	\$2,444.34	\$2,998.00
AT 00602	1	\$553.66	\$2,444.34	\$2,998.00
AT 00603	1	\$553.66	\$2,444.34	\$2,998.00
AT 00604	1	\$553.66	\$2,444.34	\$2,998.00
AT 00605	1	\$553.66	\$2,444.34	\$2,998.00
AT 00606	1	\$553.66	\$2,444.34	\$2,998.00
AT 00607	1	\$553.66	\$2,444.34	\$2,998.00
AT 00608	1	\$553.66	\$2,444.34	\$2,998.00
AT 00609	1	\$553.66	\$2,444.34	\$2,998.00
AT 00610	1	\$553.66	\$2,444.34	\$2,998.00
AT 00611	1	\$553.66	\$2,444.34	\$2,998.00
AT 00612	1	\$553.66	\$2,444.34	\$2,998.00
AT 00613	1	\$553.66	\$2,444.34	\$2,998.00
AT 00614	1	\$553.66	\$2,444.34	\$2,998.00
AT 00615	1	\$553.66	\$2,444.34	\$2,998.00
AT 00616	1	\$553.66	\$2,444.34	\$2,998.00
AT 00617	1	\$553.66	\$2,444.34	\$2,998.00
AT 00618	1	\$553.66	\$2,444.34	\$2,998.00
AT 00619	1	\$553.66	\$2,444.34	\$2,998.00
AT 00121001	102	\$56,474.10	\$114,206.96	\$170,681.06
AT 00128	22	\$12,180.69	\$55,604.26	\$67,784.95
AT 001810004	177	\$97,999.18	\$141,262.00	\$239,261.18
AT 00180002J	56	\$31,005.39	\$76,631.55	\$107,636.94
AT 00187001	3	\$19,381.78	\$1,661.01	\$21,042.79
AT 00187002C	3	\$19,381.78	\$1,661.01	\$21,042.79
AT 00187001A	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 00187002A	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 01662	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 001810005	18	\$9,966.02	\$46,421.03	\$56,387.05
Total Assessments				\$1,383,125.82

GILMORE & BELL, P.C.
05/08/1995

(Published in The Daily Reporter, on May 26, 1995.)

RESOLUTION NO. 131-1995

A RESOLUTION LEVYING AND ASSESSING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN SEDGWICK COUNTY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 225-1991, 178-1993, 151-1988, 184-1991, 224-1991, 177-1993, 167-1993, 167-1993, 222-1991, 223-1991, 176-1993, 167-1993 AND ORDER DATED NOVEMBER 26, 1969 OF THE COUNTY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS (WEST SEDGWICK COUNTY).

WHEREAS, the Board of County Commissioners (the "Board") of Sedgwick County, Kansas (the "County") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution Nos. 39 and 44 of the County and Chapter 155, 1969 Kansas Session Laws, K.S.A. 19-2704 and K.S.A. 19-2704a (1968 Supp.) (jointly the "Act"); and

WHEREAS, the Board has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefitted by the construction of the Improvements.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

SECTION 1. Definitions. The terms defined in this Section shall have the meanings hereafter specified. Words importing a singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" means K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution Nos. 39 and 44 of the County.

"Agricultural Building" means a Structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products; which shall not be a place of human habitation, a place of employment where agricultural products are processed, treated or packaged or a place used by the public.

"Building" means any Structure used or intended for supporting or sheltering any use or occupancy and including any structures accessory thereto.

"Commercial or Industrial Property" means one or more contiguous tracts on which is located a Structure that is not a Dwelling Unit, Multi-Family Dwelling or Agricultural Building.

"County" means Sedgwick County, Kansas.

"Dwelling Unit" means any Building or portion thereof which contains living facilities, including

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County Clerk

provisions for sleeping, eating, cooking and sanitation, including Manufactured Homes, for not more than one family.

"Family" means an individual or two or more persons related by blood or marriage or a group of not more than five persons (excluding servants or employees) who need not be related by blood or marriage living together in a Dwelling Unit.

"Impact Fee" means that fee assessed to property in the Joint District or Main District which did not receive a separate assessment for the improvements under this Resolution and which has taken certain actions after adoption of this Resolution as specified in Section 6 hereof.

"Improvements" means the improvements in the District authorized by Resolution Nos. 225-1991, 178-1993, 151-1988, 184-1991, 224-1991, 177-1993, 167-1993, 222-1991, 223-1991, 176-1993 and Order dated November 26, 1969.

"Joint District" means the West Sedgwick County Joint Sewer District, created in Resolution No. 225-1991 and amendments thereto.

"Main District" means the West Sedgwick County Main Sewer District created by Resolution Nos. 151-1988, 184-1991, 224-1991 and 177-1993.

"Manufactured Home" means a Structure, transportable in one or more sections, which is the traveling mode is eight body feet or more in width of forty body feet or more in length, or when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary (HUD) and complies with the standards established hereunder. For purposes of this definition, a mobile home shall be considered as a manufactured home.

"Mobile Home Park" means a tract or tracts of land in which multiple Manufactured Homes may be located.

"Multi-Family Dwelling" means any Building or portion thereof which was designed for and contains living facilities, including provisions for sleeping, eating, cooking and sanitation, including Manufactured Homes, for two or more families living independently of each other.

"RLUE" or Residential Living Unit Equivalent means a unit of measure by which assessments shall be applied against certain real property. The number of RLUEs shall be ascribed to the types of real property as follows:

- (a) Each Dwelling Unit - One RLUE.
- (b) Commercial or Industrial Property - One RLUE (or fraction thereof rounded to the nearest 1/4 Unit) determined by dividing such property's total domestic water usage (in gallons) for the preceding 12 months by 100,000. In the event that such Commercial or Industrial Property shall not have been in operation for 12 months, an annualized domestic water usage shall be determined by dividing the domestic water usage by the

number of months of usage, multiplying the sum by 12 and dividing the result by 100,000. For the purpose of determining Impact Fees only, in the event that no domestic water usage has occurred for the property, the County's Bureau of Public Services shall estimate the number of RLUEs, which estimate shall be adjusted when 12 months domestic water usage amounts are available. In no event shall the calculation made hereunder result in less than one RLUE.

- (c) Multi-Family Dwellings- One RLUE for each Dwelling Unit contained in such Multi-Family Dwelling.
- (d) Mobile Home Parks - One RLUE per space for a Manufactured Home.

"Structure" means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

SECTION 2. Levy of Assessments. For the purpose of paying the costs of the following described Improvements in the County:

a - West Sedgwick County Joint Sewer District (Interceptor)

Resolution Nos. 225-1991 & 178-1993

Constructing an interceptor sewer within the boundaries of the West Sedgwick County Joint Sewer District [19-27a01/CR 39 & 44];

b - West Sedgwick County Main Sewer District (Main & Laterals)

Resolution Nos. 151-1988, 184-1991, 224-1991 & 177-1993

Constructing lateral sewers within the boundaries of the West Sedgwick County Main Sewer District [19-27a01/CR 39 & 44];

c - West Sedgwick County Lateral Sewer District "B"

Resolution No. 167-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "B"-La Del Manor, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

d - West Sedgwick County Lateral Sewer District "C"

Resolution No. 167-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "C"-KOA Campground, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

e - West Sedgwick County Lateral Sewer District "D"

Resolution No. 222-1991

Construction of a lateral sewer system and related appurtenances within the West Sedgwick

County Lateral Sewer District "D"-The Regency Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39];

f - West Sedgwick County Lateral Sewer District "E"

Resolution No. 223-1991

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "E"-Diamond Spur Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39];

g - West Sedgwick County Lateral Sewer District "F"

Resolution No. 176-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "F"-Industrial Area, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

h - West Sedgwick County Lateral Sewer District "G"

Resolution No. 167-1993

Construction of a lateral sewer system and related appurtenances within the West Sedgwick County Lateral Sewer District "G"-Goddard Mobile Home Park, and a proportionate share of the costs of constructing sewer interceptor improvements in the West Sedgwick County Main Sewer District all to be constructed according to the plans and specifications approved by the Sedgwick County Bureau of Public Services, including connection fees to the City of Wichita [19-27a01/CR 39 & 44];

i - Miles West Wind Lakes Estates Sewer District

Order dated 11-26-69

Installation and utilization of a sanitary sewer system, including mains, disposal unit and laterals [Chapter 155, 1969 Kansas Session Laws, K.S.A. 19-2704 and K.S.A. 19-2704a (1968 Supp.)];

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the County Counselor) against the property described on *Schedule I* attached hereto. Assessments shall be spread for the following projects in the following manner:

PROJECT/METHOD OF ASSESSMENT	AMOUNT TO BE ASSESSED
<u>West Sedgwick County Joint Sewer District (Interceptor)</u> Equally per RLUE for all property within the Joint District	\$323,091.37
<u>West Sedgwick County Main Sewer District (Main & Laterals)</u> Equally per RLUE for all property within the Main District	\$493,651.67
<u>West Sedgwick County Lateral Sewer District "B"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$115,761.21
<u>West Sedgwick County Lateral Sewer District "C"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$56,862.06
<u>West Sedgwick County Lateral Sewer District "D"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$142,400.55
<u>West Sedgwick County Lateral Sewer District "E"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$77,870.68
<u>West Sedgwick County Lateral Sewer District "F"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$83,449.77
<u>West Sedgwick County Lateral Sewer District "G"</u> To each tract within the lateral sewer district, an amount equal to the proportionate square footage of said tract to the entire square footage of the lateral district	\$47,508.82
<u>Miles West Wind Lakes Estates Sewer District</u> Equally per RLUE	\$79,334.85

SECTION 3. Payment of Assessments. The amounts so levied and assessed as set forth on *Schedule I* of this Resolution shall be due and payable from and after the date of publication of this Resolution. Such amounts may be paid in whole or in part within 30 days of the date of publication of this Resolution. If not so paid, the County will issue bonds to permanently finance the same.

SECTION 4. Notification. The County Clerk shall notify the owners of the properties described on *Schedule I* attached hereto insofar as known to said County Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid within thirty (30) days from the date of publication of this Resolution, bonds will be issued therefor, and the amount of such assessment will be collected

In installments with interest.

SECTION 5. Certification. Any amount of special assessments not paid within the time prescribed in Section 2 hereof shall be certified by the County Clerk in the same manner and at the same time as other taxes are certified and will be collected over a period of 15 years, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Resolution and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 6. Impact Fees. (A) West Sedgwick County Joint Sewer District. Any parcel of land within the Joint District that did not receive a separate assessment under this Resolution shall be subject to an Impact Fee for sewer service requested or obtained after the adoption of this Resolution. Such Impact Fee shall be imposed on or prior to the date that:

- (i) a building permit is issued for a Building or Manufactured Home to be located on a tract; or
- (ii) an additional space is created in a Mobile Home Park.

The amount of such Impact Fee shall be equal to the amount of the assessment levied in this Resolution for the number of RLUEs which would have been assessed if such Building or Mobile Home Park were existing in such status as of the adoption of this Resolution. The Impact Fees shall be deposited in accounts and funds of the Joint District, which Impact Fees and the interest earnings thereon shall be used to pay the principal of and interest on debt incurred by the County in financing the costs of improvements within the Joint District, or to pay the costs of financing or constructing future sewer improvements in the Joint District, provided that not less than Twenty-five and 64/100ths percent (25.64%) of the amount of such Impact Fees shall be applied to pay the principal of and interest on debt incurred by the County in financing the costs of such Improvements.

(B) Main District. Any parcel of land within the Main District that did not receive a separate assessment under this Resolution shall be subject to an Impact Fee for sewer service requested or obtained after the adoption of this Resolution. Such Impact Fee shall be imposed on or prior to the date that:

- (i) a building permit is issued for a Building or Manufactured Home to be located on a tract; or
- (ii) an additional space is created in a Mobile Home Park.

The amount of such Impact Fee shall be equal to the amount of the assessment levied in this Resolution for the number of RLUEs which would have been assessed if such Building or Mobile Home Park were existing in such status as of the adoption of this Resolution. The Impact Fees shall be deposited in accounts and funds of the Main District, which Impact Fees and the interest earnings thereon shall be used to pay the principal of and interest on debt incurred by the County in financing the costs of improvements within the Main District, or to pay the costs of financing or constructing future sewer improvements in the Main District, provided that not less than Twenty-five and 64/100ths percent (25.64%) of the amount of such Impact Fees shall be applied to pay the principal of and interest on debt incurred by the County in financing the costs of such Improvements.

SECTION 7. Effective Date. This Resolution shall take effect and be in force from and after its adoption and publication once in the official county newspaper.

ADOPTED by the Board of County Commissioners of Sedgwick County, Kansas, on May 24, 1995.

Commissioners present and voting were:

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Melody C. Miller	<u>yes</u>
Mark F. Schroeder	<u>yes</u>



BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

Mark F. Schroeder
MARK F. SCHROEDER, Chairman

Thomas G. Winters
THOMAS G. WINTERS, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Paul W. Hancock
PAUL W. HANCOCK, Commissioner

Melody C. Miller
MELODY C. MILLER, Commissioner

ATTEST:

Susan E. Crockett-Spoon
SUSAN E. CROCKETT-SPOON, County Clerk

APPROVED AS TO FORM ONLY.

Stephen B. Plummer
STEPHEN B. PLUMMER, County Counselor

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

10:00 AM
1463024-78

PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 001460001	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460002	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460004	1	\$553.67	\$3,317.14	\$3,870.81
AT 001460005	1	\$553.67	\$3,317.14	\$3,870.81
AT 001470003	1	\$553.67	\$3,317.14	\$3,870.81
AT 001470004	1	\$553.67	\$3,317.14	\$3,870.81
AT 00147003A	1	\$553.67	\$3,317.14	\$3,870.81
AT 00152001E0001	1	\$553.67	\$3,317.14	\$3,870.81
AT 0015201CA	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550002	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550003	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550005	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550006	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550007	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550009	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550010	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550010000A	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550011	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550012	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550013	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550014	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550015	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550017	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550018	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550019	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550020	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550021	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550022	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550023	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550024	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550025	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 001550026	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550027	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550028	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550029	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550032	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550033	1	\$553.67	\$3,317.14	\$3,870.81
AT 001550034	1	\$553.67	\$3,317.14	\$3,870.81
AT 00155007A	1	\$553.67	\$3,317.14	\$3,870.81
AT 00427	1	\$553.67	\$3,317.14	\$3,870.81
AT 00428	1	\$553.67	\$3,317.14	\$3,870.81
AT 00429	1	\$553.67	\$3,317.14	\$3,870.81
AT 00430	1	\$553.67	\$3,317.14	\$3,870.81
AT 00431	1	\$553.67	\$3,317.14	\$3,870.81
AT 00432	1	\$553.67	\$3,317.14	\$3,870.81
AT 00433	1	\$553.67	\$3,317.14	\$3,870.81
AT 00434	1	\$553.67	\$3,317.14	\$3,870.81
AT 00435	1	\$553.67	\$3,317.14	\$3,870.81
AT 00436	1	\$553.67	\$3,317.14	\$3,870.81
AT 00437	1	\$553.67	\$3,317.14	\$3,870.81
AT 00438	1	\$553.67	\$3,317.14	\$3,870.81
AT 00439	1	\$553.67	\$3,317.14	\$3,870.81
AT 00440	1	\$553.67	\$3,317.14	\$3,870.81
AT 00441	1	\$553.67	\$3,317.14	\$3,870.81
AT 00442	1	\$553.67	\$3,317.14	\$3,870.81
AT 00443	1	\$553.67	\$3,317.14	\$3,870.81
AT 00444	1	\$553.67	\$3,317.14	\$3,870.81
AT 00503	1	\$553.67	\$3,317.14	\$3,870.81
AT 00504	1	\$553.67	\$3,317.14	\$3,870.81
AT 00505	1	\$553.67	\$3,317.14	\$3,870.81
AT 00506	1	\$553.67	\$3,317.14	\$3,870.81
AT 00507	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00508	1	\$553.67	\$3,317.14	\$3,870.81
AT 00509	1	\$553.67	\$3,317.14	\$3,870.81
AT 00510	1	\$553.67	\$3,317.14	\$3,870.81
AT 00511	1	\$553.67	\$3,317.14	\$3,870.81
AT 00512	1	\$553.67	\$3,317.14	\$3,870.81
AT 00513	1	\$553.67	\$3,317.14	\$3,870.81
AT 00514	1	\$553.67	\$3,317.14	\$3,870.81
AT 00515	1	\$553.67	\$3,317.14	\$3,870.81
AT 00516	1	\$553.67	\$3,317.14	\$3,870.81
AT 00517	1	\$553.67	\$3,317.14	\$3,870.81
AT 00518	1	\$553.67	\$3,317.14	\$3,870.81
AT 00519	1	\$553.67	\$3,317.14	\$3,870.81
AT 00520	1	\$553.67	\$3,317.14	\$3,870.81
AT 00521	1	\$553.67	\$3,317.14	\$3,870.81
AT 00522	1	\$553.67	\$3,317.14	\$3,870.81
AT 00539	1	\$553.67	\$3,317.14	\$3,870.81
AT 00540	1	\$553.67	\$3,317.14	\$3,870.81
AT 00544	1	\$553.67	\$3,317.14	\$3,870.81
AT 00641	1	\$553.67	\$3,317.14	\$3,870.81
AT 00642	1	\$553.67	\$3,317.14	\$3,870.81
AT 00643	1	\$553.67	\$3,317.14	\$3,870.81
AT 00644	1	\$553.67	\$3,317.14	\$3,870.81
AT 00645	1	\$553.67	\$3,317.14	\$3,870.81
AT 00646	1	\$553.67	\$3,317.14	\$3,870.81
AT 00647	1	\$553.67	\$3,317.14	\$3,870.81
AT 00648	1	\$553.67	\$3,317.14	\$3,870.81
AT 00649	1	\$553.67	\$3,317.14	\$3,870.81
AT 00650	1	\$553.67	\$3,317.14	\$3,870.81
AT 00651	1	\$553.67	\$3,317.14	\$3,870.81
AT 00653	1	\$553.67	\$3,317.14	\$3,870.81
AT 00654	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDOWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00655	1	\$553.67	\$3,317.14	\$3,870.81
AT 00656	1	\$553.67	\$3,317.14	\$3,870.81
AT 00657	1	\$553.67	\$3,317.14	\$3,870.81
AT 00658	1	\$553.67	\$3,317.14	\$3,870.81
AT 00659	1	\$553.67	\$3,317.14	\$3,870.81
AT 00660	1	\$553.67	\$3,317.14	\$3,870.81
AT 00661	1	\$553.67	\$3,317.14	\$3,870.81
AT 00662	1	\$553.67	\$3,317.14	\$3,870.81
AT 00663	1	\$553.67	\$3,317.14	\$3,870.81
AT 00665	1	\$553.67	\$3,317.14	\$3,870.81
AT 00666	1	\$553.67	\$3,317.14	\$3,870.81
AT 00667	1	\$553.67	\$3,317.14	\$3,870.81
AT 00668	1	\$553.67	\$3,317.14	\$3,870.81
AT 00669	1	\$553.67	\$3,317.14	\$3,870.81
AT 00670	1	\$553.67	\$3,317.14	\$3,870.81
AT 00671	1	\$553.67	\$3,317.14	\$3,870.81
AT 00672	1	\$553.67	\$3,317.14	\$3,870.81
AT 00673	1	\$553.67	\$3,317.14	\$3,870.81
AT 00674	1	\$553.67	\$3,317.14	\$3,870.81
AT 00743	1	\$553.67	\$3,317.14	\$3,870.81
AT 00744	1	\$553.67	\$3,317.14	\$3,870.81
AT 00745	1	\$553.67	\$3,317.14	\$3,870.81
AT 00746	1	\$553.67	\$3,317.14	\$3,870.81
AT 00749	1	\$553.67	\$3,317.14	\$3,870.81
AT 00750	1	\$553.67	\$3,317.14	\$3,870.81
AT 00751	1	\$553.67	\$3,317.14	\$3,870.81
AT 00752	1	\$553.67	\$3,317.14	\$3,870.81
AT 00753	1	\$553.67	\$3,317.14	\$3,870.81
AT 00754	1	\$553.67	\$3,317.14	\$3,870.81
AT 00755	1	\$553.67	\$3,317.14	\$3,870.81
AT 00756	1	\$553.67	\$3,317.14	\$3,870.81

23-May-95

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	RLUE's	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 01201	1	\$553.67	\$3,317.14	\$3,870.81
AT 01202	1	\$553.67	\$3,317.14	\$3,870.81
AT 01203	1	\$553.67	\$3,317.14	\$3,870.81
AT 01204	1	\$553.67	\$3,317.14	\$3,870.81
AT 01205	1	\$553.67	\$3,317.14	\$3,870.81
AT 01206	1	\$553.67	\$3,317.14	\$3,870.81
AT 01207	1	\$553.67	\$3,317.14	\$3,870.81
AT 01208	1	\$553.66	\$3,317.14	\$3,870.80
AT 01209	1	\$553.66	\$3,317.14	\$3,870.80
AT 01210	1	\$553.66	\$3,317.14	\$3,870.80
AT 01211	1	\$553.66	\$3,317.14	\$3,870.80
AT 01224	1	\$553.66	\$3,317.14	\$3,870.80
AT 01225	1	\$553.66	\$3,317.14	\$3,870.80
AT 00152001E	1	\$553.66	\$3,317.14	\$3,870.80
AT 00152001B	4	\$2,214.68	\$13,268.56	\$15,483.24
AT 00698	2	\$1,107.34	\$6,634.28	\$7,741.62
AT 00152001A				
AT 00588	1	\$553.67	\$2,444.34	\$2,998.01
AT 00589	1	\$553.67	\$2,444.34	\$2,998.01
AT 00590	1	\$553.67	\$2,444.34	\$2,998.01
AT 00591	1	\$553.67	\$2,444.34	\$2,998.01
AT 00592	1	\$553.67	\$2,444.34	\$2,998.01
AT 00593	1	\$553.67	\$2,444.34	\$2,998.01
AT 00595	1	\$553.67	\$2,444.34	\$2,998.01
AT 00596	1	\$553.67	\$2,444.34	\$2,998.01
AT 00597	1	\$553.67	\$2,444.34	\$2,998.01
AT 005970001	1	\$553.67	\$2,444.34	\$2,998.01
AT 005980001	1	\$553.67	\$2,444.34	\$2,998.01
AT 00599	1	\$553.67	\$2,444.34	\$2,998.01
AT 00600	1	\$553.67	\$2,444.34	\$2,998.01

23-May-93

SCHEDULE I

WEST SEDGWICK COUNTY SEWERS
(RESOLUTION NOS. 225-1991 & 178-1993, 151-1988,
184-1991, 224-1991 & 177-1993, 167-1993, 167-1993,
222-1991, 223-1991, 176-1993, 167-1993
AND ORDER DATED 11-26-69)

KEY NUMBER	BLUES	AMOUNT OF ASSESSMENT		
		Joint Assessment	Lateral Assessment	Total Assessment
AT 00601	1	\$553.66	\$2,444.34	\$2,998.00
AT 00602	1	\$553.66	\$2,444.34	\$2,998.00
AT 00603	1	\$553.66	\$2,444.34	\$2,998.00
AT 00604	1	\$553.66	\$2,444.34	\$2,998.00
AT 00605	1	\$553.66	\$2,444.34	\$2,998.00
AT 00606	1	\$553.66	\$2,444.34	\$2,998.00
AT 00607	1	\$553.66	\$2,444.34	\$2,998.00
AT 00608	1	\$553.66	\$2,444.34	\$2,998.00
AT 00609	1	\$553.66	\$2,444.34	\$2,998.00
AT 00610	1	\$553.66	\$2,444.34	\$2,998.00
AT 00611	1	\$553.66	\$2,444.34	\$2,998.00
AT 00612	1	\$553.66	\$2,444.34	\$2,998.00
AT 00613	1	\$553.66	\$2,444.34	\$2,998.00
AT 00614	1	\$553.66	\$2,444.34	\$2,998.00
AT 00615	1	\$553.66	\$2,444.34	\$2,998.00
AT 00616	1	\$553.66	\$2,444.34	\$2,998.00
AT 00617	1	\$553.66	\$2,444.34	\$2,998.00
AT 00618	1	\$553.66	\$2,444.34	\$2,998.00
AT 00619	1	\$553.66	\$2,444.34	\$2,998.00
AT 00121001	102	\$56,474.10	\$114,206.96	\$170,681.06
AT 00128	22	\$12,180.69	\$55,604.26	\$67,784.95
AT 001810004	177	\$97,999.18	\$141,262.00	\$239,261.18
AT 00180002J	56	\$31,005.39	\$76,631.55	\$107,636.94
AT 00187001	3	\$19,381.78	\$1,661.01	\$21,042.79
AT 00187002C	3	\$19,381.78	\$1,661.01	\$21,042.79
AT 00187001A	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 00187002A	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 01662	2	\$12,921.19	\$1,107.33	\$14,028.52
AT 001810005	18	\$9,966.02	\$46,421.03	\$56,387.05
Total Assessments				\$1,383,125.82

WEST SEDGWICK ASSESSMENT LISTING
PIN #

LEGAL DESCRIPTION

087145210440000300	E 275 FT S 200 FT SE 1/4 EXC RDS	SEC 21-27-2W
087145220440000100	W 400 FT SE1/4 SE1/4 EXC S 50 FT	FOR RD. SEC 22-27-2W
087147260120100500	BEG 40 FT E NW COR NE1/4 E 135 FT S 674 FT W 135 FT N 674 FT TO BEG EXCH 30 FT FOR RD.	SEC 26-27-2W
087147260110100100	BEG 1294 FT E NW COR NE 1/4 E 135 FT S 352 FT W 135 FT N 352 FT TO	BEG EXC N 30 FT FOR RD. SEC 26-27-2W
087147260120100300	BEG 443 FT E NW COR NE 1/4 TH E 270 FT S 674 FT W 270 FT N 674 FT TO	BEG EXC N 30 FT FOR RD. SEC 26-27-2W
087147260120100200	BEG 715 FT E NW COR NE1/4 E 270 FT S 674 FT W 270 FT N 674 FT TO BEG	EXC N 30 FT FOR RD. SEC 26-27-2W
087147260210100100	BEG 40 FT W & 30 FT S NE COR NW1/4 W 260 FT S 251 FT E 260 FT N 251 FT TO BEG EXC W1/2	SEC 26-27-2W
087147260210100300	BEG 300 FT W NE COR NW1/4 W 170 FT S 281 FT E 170 FT N 281 FT TO BEG	EXC N 30 FT FOR RD. SEC 26-27-2W
087147260210100200	W1/2 OF TR BEG 40 FT W & 30 FT S NE COR NW1/4 W 260 FT S 251 FT E 260 FT N 251 FT TO BEG.	SEC 26-27-2W
087147260330000100C	BEG AT INTSEC W LI SW1/4 & N LI HWY54 E 162 FT N 330 FT W 162 FT S TO BEG EXC W 30 FT FOR RD & EXC FT FOR CC B-17272	SEC 26-27-2W
087147260330000200	BEG 294 FT E W LI SW1/4 & ON N LI HWY 54 E 132 FT N 330 FT W 132 FT S TO BEG.	SEC 26-27-2W
087147260330000300	BEG 486 FT E OF W LI SW1/4 & ON N LI HWY 54 E 264 FT N 330 FT W 264 FT S 330 FT TO BEG EXC N 165 132 FT	SEC 26-27-2W
087147260330000300	BEG 486 FT E OF W LI SW1/4 & ON N LI HWY 54 E 264 FT N 330 FT W 264 FT S 330 FT TO BEG EXC N 165 132 FT	SEC 26-27-2W
087147260330000100A	BEG 294 FT E OF W LI SW1/4 & 330 FT N OF N LI HWY 54 E 132 FT N 110 FT W 132 FT S TO BEG	SEC 26-27-2W
087148270420201500	BEG 188.41 FT N OF N LI HWY 54 & W LI SE1/4 E 280 FT N 155.66 FT W 280 FT S TO BEG.	SEC 27-27-2W
087148270420201400	BEG 344.07 FT N OF N LI HWY-54 & W LI SE1/4 E 280 FT N 155.66 FT W 280 FT S TO BEG.	SEC 27-27-2W
087148270420200200	BEG W LI SE1/4 & 2211.99 FT N OF N LI HWY-54 N 153 FT & INCH. E 280 FT S 153 FT & INCH. W TO BEG	SEC 27-27-2W
087148270420300600	BEG 1200.2 FT N OF N LI HWY 54 & 320 FT E OF W LI SE1/4 E 280 FT N 233.49 FT W 280 FT S TO BEG.	SEC 27-27-2W
087148270420200500	BEG 671.86 FT S NW COR SE 1/4 E 280 FT S 155.66 FT W 280 FT N TO BEG	SEC 27-27-2W
087148270420101000	BEG 320 FT E NW COR SE1/4 S 323.5 FT E 280 FT N 323.5 FT W 280 FT TO BEG	SEC 27-27-2W
087148270420300500	BEG 1436.62 FT N OF N LI HWY 54 & 320 FT E OF W LI SE1/4 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG	SEC 27-27-2W
087148270420300500	BEG 1436.62 FT N OF N LI HWY 54 & 320 FT E OF W LI SE1/4 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG	SEC 27-27-2W

6/27/95
TAX KEY

WEST SEDGWICK ASSESSMENT LISTING
PIN #

LEGAL DESCRIPTION

PAGE 2

AT 001550011	087148270420201100	BEG W LI SE 1/4 & 811.05 FT N OF N LI HWY 54 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG SEC 27-27-2W
AT 001550012	087148270420201500	BEG INTSEC N LI US 54 & W LI SE 1/4E 229 FT N 53 FT NELY 143.5 FT W 280 FT S 188.41 FT TO BEG. SEC 27-27-2W
AT 001550013	087148270420200100	BEG W LI SE 1/4 2367.65 FT N HWY 54 N 204.88 FT E 280 FT S 207.85 FT W TO BEG SEC 27-27-2W
AT 001550014	087148270420301300B	BEG INTSEC N LI HWY 54 & W LI SE 1/4N 188.41 FT E 600 FT S 188.41 FT W TO BEG EXC PT W OF DEDICATED RD. SEC 27-27-2W
AT 001550015	087148270420200800	BEG W LI SE 1/4 & 1278.03 FT N OF N LI HWY 54 N 155.66 FT E 280 FT S 155.66 FT W TO BEG. SEC 27-27-2W
AT 001550017	087148270420300300	BEG 1747.94 FT N HWY 54 & 320 FT E OF W LI SE 1/4 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG SEC 27-27-2W
AT 001550018	087148270420201300	BEG W LI SE 1/4 499.73 FT N OF N LI HWY 54 N 155.66 E 280 FT S 155.66 FT W TO BEG SEC 27-27-2W
AT 001550019	087148270420200300	BEG W LI SE 1/4 2056.33 FT N HWY 54 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG SEC 27-27-2W
AT 001550020	087148270420200900	BEG 1122.37 FT N OF INTSEC W LI SE 1/4 & N LI US 54 HWY N 155.66 FT E 280 FT S 155.66 FT W TO BEG SEC 27-27-2W
AT 001550021	087148270420300200B	BEG 1903.6 FT N B 320 FT E INTSEC N LI HWY 54 & W LI SE 1/4 N 155.66 FT E 280 FT S 155.66 FT W TO BEG. SEC 27-27-2W
AT 001550022	087148270420301100	BEG 384.07 FT N OF N LI HWY 54 & 320 FT E OF W LI SE 1/4 N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG SEC 27-27-2W
AT 001550023	087148270420301000	BEG 539.73 FT N & 320 FT E INTSEC W LI SE 1/4 & N LI HWY 54 N 155.66 FT E 280 FT S 155.66 FT W TO BEG SEC 27-27-2W
AT 001550024	087148270420300900	BEG 851.05 FT N & 320 FT E INTSEC W LI SE 1/4 & N LI HWY 54 S 155.66 FT E 280 FT N 155.66 FT W 280 FT TO BEG. SEC 27-27-2W
AT 001550025	087148270420201000	BEG W LI SE 1/4 & 966.71 FT N OF N LI HWY 54 E 280 FT N TO PT 1125.3 FT N OF HWY W 280 FT S TO BEG. SEC 27-27-2W
AT 001550026	087148270420100200	BEG 1447 FT E NW COR SE 1/4 S 240 FTE 135 FT N 240 FT W 135 FT TO BEG. EXC S 30 FT FOR RD. SEC 27-27-2W
AT 001550027	087148270420300700	BEG 1200.2 FT N OF N LI US 54 HWY & 320 FT E OF W LI SE 1/4 E 280 FT S 153.49 FT W 280 FT N TO BEG SEC 27-27-2W
AT 001550028	087148270420200700	BEG 1433.89 FT N HWY 54 ROW & DN W LI SE 1/4 N 155.66 FT E 280 FT S 155.66 FT W TO BEG. SEC 27-27-2W
AT 001550029	087148270420201200	BEG DN W LI SE 1/4 635.39 FT N OF N LI US 54 HWY N 155.66 FT E 280 FT S 155.66 FT W 280 FT TO BEG SEC 27-27-2W
AT 001550032	087148270420300800	BEG 1006.71 FT N OF N LI HWY 54 & 320 FT E OF W LI SE 1/4 S 155.66 FT E 280 FT N 155.66 FT W 290 FT TO BEG SEC 27-27-2W

DBAA

BY	WEST SEDGWICK ASSESSMENT LISTING PIN #	LEGAL DESCRIPTION	PJ
J033	087148270420200400	BEG W LI SE1/4 1900.67 FT N OF N LI HWY 54 N 155.66 FT E 280 FT S SEC 27-27-2W	155.66 FT W 280 FT TO BEG EXC F
J034	087148270420301200	BEG 384.07 FT N OF N ROW LI HWY 54 & 320 FT E OF W LI SE1/4 S 155.66 FT E 280 FT N 155.66 FT W 280 FT BEG. SEC 27-27-2W	
J07A	087148270420200600	BEG W LI SE1/4 1589.35 FT N OF N LI HWY 54 N 155.66 FT E 280 FT S SEC 27-27-2W	155.66 FT W 280 FT TO BEG
J02J	0871483401300001000	BEG 125 FT S & 457 FT W NE COR NE1/4 S 460 FT E 63.77 FT S 561 FT W TO W LI NE1/4 NE1/4 N TO S LI 54 ROW E TO BEG EXC W 30 FT FOR ST. SEC 34-27-2W	
J004	087148340210000150	E 1016.8 FT NW1/4 LY S HWY 54 & N RR ROW SEC 34-27-2W	
J00S	087148340210000200	BEG 1016.8 FT W NE COR NW 1/4 W 300 FT S TO A PT 602.23 FT N OF N LI RRR-Q-W E 300 FT N TO BEG NW1/4 SEC 34-27-2W	
		W 30 FT FOR RD. SEC 35-27-2W	
J01A	087147350220000300	BEG INTERSEC S LI HWY 54 & W LI NW1/4 E 396.69 FT S 466.69 FT W	396.69 FT N 466.69 FT TO BEG E.
J01A	087147350220000300	BEG INTERSEC S LI HWY 54 & W LI NW1/4 E 396.69 FT S 466.69 FT W	396.69 FT N 466.69 FT TO BEG E.
		W 30 FT FOR RD. SEC 35-27-2W	
J02A	087147350220000400	BEG 903.72 FT S INTSEC HWY B W LI NW 1/4 E 546.69 FT S TO ATSF ROW WLY TO W LI NW 1/4 N 404.9 FT I TO BEG EXC W 30 FT RD & EXC E 50 FT FOR RD. SEC 35-27-2W	
J02C	898B41000104148000	BEG W LI NW1/4 B 828.89 FT S OF S LI US 54 TH E 496.69 FT S	274.83 FT W 496.69 FT N 274.83
		FT TO BEG SEC 35-27-2W	
	087147260210300100	LOT 1	MAPLE HILL ADDITION
	087147260210300200	LOT 2	MAPLE HILL ADDITION
	087147260210200300	LOT 3	MAPLE HILL ADDITION
	087147260210200200	LOT 4	MAPLE HILL ADD.
	087147260210200100	LOT 5	MAPLE HILL ADD.
	087147260210201500	LOT 6	MAPLE HILL ADD.
	087147260210100400	LOT 7	MAPLE HILL ADD.
	087147260210201400	LOT 1	BLOCK 1 MAPLE HILL SECOND ADD.
	087147260210201300	LOT 2	BLOCK 1 MAPLE HILL SECOND ADD.
	087147260210201200	LOT 3	BLOCK 1 MAPLE HILL SECOND ADD.
	087147260210100500	LOT 1	BLOCK 2 MAPLE HILL SECOND ADD.
	087147260210100500	LOT 2	BLOCK 2 MAPLE HILL 2ND. ADD.
	087147260210100700	LOT 3	BLOCK 2 MAPLE HILL SECOND ADD.

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WEST SEDGWICK ASSESSMENT LISTING
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AT 00440	087147260210100800	LOT 4	BLOCK 2	MAPLE HILL 2ND. ADD.
AT 00441	087147260210100800	LOT 5	BLOCK 2	MAPLE HILL SECOND ADD.
AT 00442	087147260210400300	LOT 1	BLOCK 3	MAPLE HILL 2ND. ADD.
AT 00443	087147260210400200	LOT 2	BLOCK 3	MAPLE HILL 2ND. ADD.
AT 00444	087147260210400100	LOT 3	BLOCK 3	MAPLE HILL 2ND. ADD.
AT 00503	087147260210300300	LOT 1	BLOCK 1	MAPLE HILL THIRD ADD.
AT 00504	087147260210300400	LOT 2	BLOCK 1	MAPLE HILL 3RD. ADD.
AT 00505	087147260210300500	LOT 3	BLOCK 1	MAPLE HILL THIRD ADD.
AT 00506	087147260210300600	LOT 4	BLOCK 1	MAPLE HILL THIRD ADD.
AT 00507	087147260210300700	LOT 5	BLOCK 1	MAPLE HILL 3RD. ADD.
AT 00508	087147260210200400	LOT 1	BLOCK 2	MAPLE HILL THIRD ADD.
AT 00509	087147260210200500	LOT 2	BLOCK 2	MAPLE HILL THIRD ADD.
AT 00510	087147260210200600	LOT 3	BLOCK 2	MAPLE HILL THIRD ADD.
AT 00511	087147260210200700	LOT 4	BLOCK 2	MAPLE HILL THIRD ADD.
AT 00512	087147260210200800	LOT 1	BLOCK 1	MAPLE HILL FOURTH ADD.
AT 00513	087147260210200900	LOT 2	BLOCK 1	MAPLE HILL FOURTH ADD.
AT 00514	087147260210201000	LOT 3	BLOCK 1	MAPLE HILL FOURTH ADD.
AT 00515	087147260210201100	LOT 4	BLOCK 1	MAPLE HILL FOURTH ADD.
AT 00516	087147260210400400	LOT 1	BLOCK 2	MAPLE HILL FOURTH ADD.
AT 00517	087147260210400500	LOT 2	BLOCK 2	MAPLE HILL FOURTH ADD.
AT 00518	087147260210400600	LOT 3	BLOCK 2	MAPLE HILL 4TH. ADD.
AT 00519	087147260210400700	LOT 4	BLOCK 2	MAPLE HILL FOURTH ADDITION
AT 00520	087147260210400800	LOT 5	BLOCK 2	MAPLE HILL FOURTH ADD.
AT 00521	087147260210400900	LOT 6	BLOCK 2	MAPLE HILL 4TH. ADD.
AT 00522	087147260210401000	LOT 7	BLOCK 2	MAPLE HILL FOURTH ADD.
AT 00539	087148270420100900	LOT 1	IRVIN BEERY ADD.	
AT 00540	087148270420100800	LOT 2	IRVIN BEERY ADD.	

6/27/95 TAX KEY	WEST SEDGWICK ASSESSMENT LISTING PIN #	LEGAL DESCRIPTION	PAGE 5
AT 00544	087148270420100400 LOT 6	IRVIN BEERY ADD.	
AT 00588	087148270110101700 LOT 1	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00589	087148270110101500 LOT 2	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00590	087148270110101500 LOT 3	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00591	087148270110101400 LOT 4	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00592	087148270110101300 LOT 5	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00593	087148270110101200 LOT 6	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00595	087148270110100900 LOT 8	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00596	087148270110100800 LOT 9	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00597	087148270110100600 LOT 10 EXC ELY 111 FT & MILES WEST WIND LAKES ESTATES ADD.	SELY 52 FT LOT 11 BLOCK 1	
AT 005970001	087148270110100700 BEG NELY COR LOT 10 NELY 111 FT BLOCK 1	SHLY TO S LT LOT 10 SELY TO SELY MILES WEST WIND LAKES ESTATES ADD.	
AT 005980001	087148270110100500 LOT 11 EXC SELY 52 FT	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00599	087148270110100400 LOT 12	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00600	087148270110100300 LOT 13	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00601	087148270110100200 LOT 14	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00602	087148270110100100 LOT 15	BLOCK 1 MILES WEST WIND LAKES ESTATES	
AT 00603	087148270110200700 LOT 1	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00604	087148270110200600 LOT 2	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00605	087148270110200500 LOT 3	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00606	087148270110200400 LOT 4	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00607	087148270110200300 LOT 5	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00608	087148270110200200 LOT 6	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00609	087148270110200100 LOT 7	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00610	087148270110201700 LOT 8	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00611	087148270110201600 LOT 9	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00612	087148270110201500 LOT 10	BLOCK 2 MILES WEST WIND LAKES ESTATES	
AT 00613	087148270110201400 LOT 11	BLOCK 2 MILES WEST WIND LAKES ESTATES	

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AT	00614	087148270110201300	LOT 12	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00615	087148270110201200	LOT 13	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00616	087148270110201100	LOT 14	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00617	087148270110201000	LOT 15	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00618	087148270110200900	LOT 16	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00619	087148270110200800	LOT 17	BLOCK 2	MILES WEST WIND LAKES ESTATES ADD.
AT	00641	087147260120100600	LOT 1	BLOCK 1	MAPLE HILL 5TH. ADD.
AT	00642	087147260120100700	LOT 2	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00643	087147260120100800	LOT 3	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00644	087147260120100900	LOT 4	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00645	087147260120101000	LOT 5	BLOCK 1	MAPLE HILL 5TH. ADD.
AT	00646	087147260120101100	LOT 6	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00647	087147260120101200	LOT 7	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00648	087147260120101300	LOT 8	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00649	087147260120101400	LOT 9	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00650	087147260120101500	LOT 10	BLOCK 1	MAPLE HILL 5TH. ADD.
AT	00651	087147260120101600	LOT 11	BLOCK 1	MAPLE HILL 5TH. ADD.
AT	00653	087147260120101700	LOT 13	BLOCK 1	MAPLE HILL 5TH. ADD.
AT	00654	087147260120101800	LOT 14	BLOCK 1	MAPLE HILL FIFTH ADD.
AT	00655	087147260120101900	LOT 1	BLOCK 2	MAPLE HILL 5TH. ADD.
AT	00656	087147260120102000	LOT 2	BLOCK 2	MAPLE HILL 5TH ADD
AT	00657	087147260120102100	LOT 3	BLOCK 2	MAPLE HILL FIFTH ADD.
AT	00658	087147260120102200	LOT 4	BLOCK 2	MAPLE HILL FIFTH ADD.
AT	00659	087147260120102300	LOT 1	BLOCK 3	MAPLE HILL FIFTH ADD.
AT	00660	087147260120102400	LOT 2	BLOCK 3	MAPLE HILL FIFTH ADD.
AT	00661	087147260120102500	LOT 3	BLOCK 3	MAPLE HILL FIFTH ADD.
AT	00662	087147260120102600	LOT 4	BLOCK 3	MAPLE HILL 5TH. ADD.

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LEGAL DESCRIPTION

AT 00663	0871472601301003008 LOT 5	BLOCK 3	MAPLE HILL FIFTH ADD.
AT 00665	0871472601301003000 LOT 7	BLOCK 3	MAPLE HILL FIFTH ADD.
AT 00666	0871472601301001000 LOT 8	BLOCK 3	MAPLE HILL FIFTH ADD.
AT 00667	0871472601202004000 LOT 1	BLOCK 4	MAPLE HILL 5TH. ADD.
AT 00668	0871472601202003000 LOT 2	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00669	0871472601202002000 LOT 3	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00670	0871472601202001000 LOT 4	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00671	0871472601202000800 LOT 5	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00672	0871472601202000700 LOT 6	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00673	0871472601202000600 LOT 7	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00674	0871472601202000500 LOT 8	BLOCK 4	MAPLE HILL FIFTH ADD.
AT 00698	0871482704403002000 LOT 1	BLOCK 1	COOLSBY'S 2ND. ADD.
AT 00743	0871482704101011000 LOT 2	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00744	0871482704101010000 LOT 3	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00745	0871482704101008000 LOT 5	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00749	0871482704101001000 LOT 8	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00750	0871482704101002000 LOT 9	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00751	0871482704101003000 LOT 10	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00752	0871482704101004000 LOT 11	BLOCK 1	TAPESTRY MEADOWS ADD.
AT 00753	0871482704401010000 LOT 1	BLOCK 2	TAPESTRY MEADOWS ADD.
AT 00754	0871482704401009000 LOT 2	BLOCK 2	TAPESTRY MEADOWS ADD.
AT 00755	0871482704401008000 LOT 3	BLOCK 2	TAPESTRY MEADOWS ADD.
AT 00756	0871482704401007000 LOT 4	BLOCK 2	TAPESTRY MEADOWS ADDITION
AT 01201	0871482704402001000 LOT 1	BLOCK 1	TAPESTRY MEADOWS 2ND. ADD.
AT 01202	0871482704402000200 LOT 2	BLOCK 1	TAPESTRY MEADOWS 2ND. ADD.
AT 01203	0871482704402000300 LOT 3	BLOCK 1	TAPESTRY MEADOWS 2ND. ADD.
AT 01204	0871482704402000400 LOT 4	BLOCK 1	TAPESTRY MEADOWS 2ND. ADD.

6/27/95 TAX KEY WEST SEDGWICK ASSESSMENT LISTING PIN # LEGAL DESCRIPTION

AT 01205	087148270440200500	LOT 5	BLOCK 1	TAPESTRY MEADOWS 2ND. ADD.
AT 01208	087148270440100100	LOT 1	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01207	087148270440100200	LOT 2	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01208	087148270440100300	LOT 3	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01209	087148270440100400	LOT 4	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01210	087148270440100500	LOT 5	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01211	087148270440100600	LOT 6	BLOCK 2	TAPESTRY MEADOWS 2ND. ADD.
AT 01224	087148270410100300A	LOT 2	BLOCK A	TAPESTRY MEADOWS THIRD ADD.
AT 01225	0871482704101003000	LOT 3	BLOCK A	TAPESTRY MEADOWS THIRD ADD.
AT 01652	087147350220100100	LOT 1	BLOCK 1	UNITED INDUSTRIAL ADD.

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STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

8:00 A M

1637828 8-76

GILMORE & BELL, P.C.
09/25/1997

Deanna M. Schaefer
Deputy

LARRY CONSULVER
REGISTER OF DEEDS

West Sedgwick County
Main Sewer District

(Published in THE DAILY REPORTER, on SEPTEMBER 26, 1997.)

RESOLUTION NO. 198-1997

A RESOLUTION AUTHORIZING THE ENLARGEMENT OF THE BOUNDARIES OF THE WEST SEDGWICK COUNTY MAIN SEWER DISTRICT.

WHEREAS, K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution No. 39 and 44 (the "Act") authorizes the Board of County Commissioners (the "Board") to authorize the creation of sewer districts within Sedgwick County, Kansas (the "County") and to cause certain improvements to be made therein and the levying and collecting of special assessments upon property in the sewer district deemed by the Board to be benefited by such improvements; and

WHEREAS, the Act allows the Board, as governing body (the "Governing Body"), of the West Sedgwick County Main Sewer District (the "Main District") (to enlarge the boundaries of the Main District, by resolution, upon receipt of a petition requesting same signed by at least 51% of the area sought to be added to the Main District; and

WHEREAS, the Act provides that prior to the expansion of the Main District, the Governing Body shall call and hold a public hearing on the proposed action; notice of the hearing shall be published once in the official County newspaper; and

WHEREAS, a Petition was filed with the County Clerk on August 11, 1997, proposing the creation of a lateral sewer district within the County, making certain internal improvements therein and enlarging the Main District; and

WHEREAS, pursuant to Resolution No. 190-1997, the governing body called a public hearing for September 24, 1997; and

WHEREAS, pursuant to notice duly published, a public hearing on the advisability of enlarging the boundaries of the Main District was conducted this date; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to make its findings, by Resolution, as to the advisability of expanding the boundaries of the Main District, all as provided by the Act and K.S.A. 19-270; and further finds and determines it to be necessary to authorize

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County Clerk

enlarging the boundaries of the Main District, by Resolution, in accordance with its findings, and to provide for the publication thereof.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AS GOVERNING BODY OF THE WEST SEDGWICK COUNTY MAIN SEWER DISTRICT:

SECTION 1. The Governing Body, after due consideration of the factors set forth in the Act and K.S.A. 19-270, hereby finds and finally determines that:

(a) It is advisable to enlarge the boundaries of the West Sedgwick County Main Sewer District to include the following described property:

Lind Property

Commencing at the SE corner of the NE1/4 of Section 27, Township 27 South, Range 2 West; thence north along the east line of said NE1/4 on a bearing of $N00^{\circ}04'34''$ E a distance of 140 feet to the point of beginning; thence continuing along said bearing a distance of 263 feet; thence 414.91 feet along a bearing of $S 89^{\circ}44'02''$ W; thence 263 feet along a bearing of $S 00^{\circ}04'34''$ W; thence 414.91 feet along a bearing of $N 89^{\circ}44'02''$ E to the point of beginning ("Tract A").

(b) The boundaries of the West Sedgwick County Main Sewer District after the enlargement set forth above are as follows:

Part A: Beginning at the northeast corner of the southeast quarter of Section 27, Township 27 South, Range 2 West, Sedgwick County, Kansas and running thence west to the center of said Section 27; thence south to the north line of U.S. Highway 54; thence east 600 feet; thence north parallel to and 280 feet east of the east line of Reece Road, 1903.6 feet; thence east 80 feet; thence north 320 feet, more or less; to the center of Moscelyn Lane; thence northeast along said roadway 200 feet, more or less; thence east along the center line of said roadway to the east line of Section 27; thence north to the place of beginning, containing 48 acres, more or less.

Part B: Beginning at the center line of Grassmere Lane extended and the east line of Section 27, Township 27 South, Range 2 West and running west to the west line of Tapestry Meadows Third Addition; thence south to the north line of U.S. Highway 54; thence east to a point 750 feet east of the east line of said Section 27; thence north 330 feet; thence west 320 feet; thence north 110 feet; thence west to the east line of said Section 27, thence north to the place of beginning, containing 50.7 acres, more or less.

Part C: Beginning at the northwest corner of Maple Hill Addition in Section 26, Township 27 South, Range 2 West, Sedgwick County, Kansas and running south to the center line of Taft Avenue as platted in Maple Hill Third Addition; thence east to the east line of the northwest quarter of said Section 26; thence south to the south line extended of Lot 1, Block 3, Maple Hill Fifth Addition; thence easterly along the south lot lines to the east line extended of Lot 4, Block 2, Maple Hill Fifth Addition; thence north along said

County Clerk

east line and east line extended to the north line of Section 26, Township 27 South, Range 2 West; thence west to the place of beginning, containing 80.5 acres, more or less.

The East 1,016.8 feet of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West, lying South of Highway 54 and North of the Railroad Right of Way in Sedgwick County, Kansas.

Beginning 125 feet South and 467 feet West of the Northeast Corner of the Northeast 1/4 of Section 34, Township 27 South, Range 2 West; thence South 460 feet; thence east 63.77 feet; thence South 561 feet; thence West to the West line of the Northeast 1/4 of the Northeast 1/4; thence North to the South line of Hwy 54; thence East to the place of beginning, EXCEPT the West 30 feet for the street.

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

Lind Property

Commencing at the SE corner of the NE1/4 of Section 27, Township 27 South, Range 2 West; thence north along the east line of said NE1/4 on a bearing of N00°04'34" E a distance of 140 feet to the point of beginning; thence continuing along said bearing a distance of 263 feet; thence 414.91 feet along a bearing of S 89°44'02"W; thence 263 feet along a bearing of S 00°04'34"W; thence 414.91 feet along a bearing of N 89°44'02"E to the point of beginning ("Tract A").

SECTION 2 There shall be levied as a special assessment against the property described in Section 1(a) hereof, the amount of \$417.00 to pay the costs of improvements previously made in the Main District and for payment of costs of principal and interest on Bonds issued by the County to pay the costs of such improvements.

SECTION 3. This Resolution shall be published one time in the official County newspaper, and shall also be filed of record in the Office of the Register of Deeds of the County.

County Clerk

ADOPTED AND APPROVED by the Governing Body of the West Sedgwick County Main Sewer District, on September 24, 1997.

Commissioners present and voting were:

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Melody C. Miller	<u>yes</u>
Mark F. Schroeder	<u>yes</u>



BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

Thomas G. Winters
THOMAS G. WINTERS, Chairman

Paul W. Hancock
PAUL W. HANCOCK, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Melody C. Miller
MELODY C. MILLER, Commissioner

Mark F. Schroeder
MARK F. SCHROEDER, Commissioner

ATTEST

James Alford
JAMES ALFORD, County Clerk

APPROVED AS TO FORM ONLY.

Richard A. Euson
RICHARD A. EUSON, County Counselor

4
County Clerk

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

Scot M

1637829 8-75

GILMORE & BELL, P.C.
09/25/1997

LARRY CONSOLVER
REGISTER OF DEEDS

West Sedgwick County
Joint Sewer District

Donna Johnson
Deputy

(Published in THE DAILY REPORTER, on SEPTEMBER 26, 1997.)

RESOLUTION NO. 199-1997

A RESOLUTION AUTHORIZING THE ENLARGEMENT OF THE BOUNDARIES OF THE WEST SEDGWICK COUNTY JOINT SEWER DISTRICT.

WHEREAS, K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution No. 39 and 44 (the "Act") authorizes the Board of County Commissioners (the "Board") to authorize the creation of sewer districts within Sedgwick County, Kansas (the "County") and to cause certain improvements to be made therein and the levying and collecting of special assessments upon property in the sewer district deemed by the Board to be benefited by such improvements; and

WHEREAS, the Act allows the Board, as governing body (the "Governing Body") of the West Sedgwick County Joint Sewer District (the "Joint District"), to enlarge the boundaries of the Joint District, by resolution, upon receipt of a petition requesting same signed by at least 51% of the area sought to be added to the Joint District; and

WHEREAS, the Act provides that prior to the Joint District, the Governing Body shall call and hold a public hearing on the proposed action; notice of the hearing shall be published once in the official County newspaper; and

WHEREAS, the Governing Body has received a report from the Director of Sewer Operations and Maintenance requesting that the boundaries of the Joint District be enlarged; and

WHEREAS, pursuant to Resolution No. 191-1997, the governing body called a public hearing for September 24, 1997; and

WHEREAS, pursuant to notice duly published, a public hearing on the advisability of enlarging the boundaries of the Main District was conducted this date; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to make its findings, by Resolution, as to the advisability of expanding the boundaries of the Joint District; all as provided by the Act and K.S.A. 19-270; and further finds and determines it to be necessary to authorize enlarging the boundaries of the Joint District, by Resolution, in accordance with its findings, and to provide for the publication thereof.

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County Clerk

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THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AS GOVERNING BODY OF THE WEST SEDGWICK COUNTY JOINT SEWER DISTRICT:

SECTION 1. The Governing Body, after due consideration of the factors set forth in the Act and K.S.A. 19-270, hereby finds and finally determines that:

(a) It is advisable to enlarge the boundaries of the West Sedgwick County Joint Sewer District to include the following described property:

Lind Property

Commencing at the SE corner of the NE1/4 of Section 27, Township 27 South, Range 2 West; thence north along the east line of said NE1/4 on a bearing of N00°04'34" E a distance of 140 feet to the point of beginning; thence continuing along said bearing a distance of 263 feet; thence 414.91 feet along a bearing of S 89°44'02"W; thence 263 feet along a bearing of S 00°04'34"W; thence 414.91 feet along a bearing of N 89°44'02"E to the point of beginning ("Tract A").

(b) The boundaries of the West Sedgwick County Joint Sewer District after the enlargement set forth above are as follows:

Part A: Beginning at the northeast corner of the southeast quarter of Section 27, Township 27 South, Range 2 West, Sedgwick County, Kansas and running thence west to the center of said Section 27; thence south to the north line of U.S. Highway 54; thence east 600 feet; thence north parallel to and 280 feet east of the east line of Reece Road, 1903.6 feet; thence east 80 feet; thence north 320 feet, more or less; to the center of Moscelyn Lane; thence northeast along said roadway 200 feet, more or less; thence east along the center line of said roadway to the east line of Section 27; thence north to the place of beginning, containing 48 acres, more or less.

Part B: Beginning at the center line of Grassmere Lane extended and the east line of Section 27, Township 27 South, Range 2 West and running west to the west line of Tapestry Meadows Third Addition; thence south to the north line of U.S. Highway 54; thence east to a point 750 feet east of the east line of said Section 27; thence north 330 feet; thence west 320 feet; thence north 110 feet; thence west to the east line of said Section 27, thence north to the place of beginning, containing 50.7 acres, more or less.

Part C: Beginning at the northwest corner of Maple Hill Addition in Section 26, Township 27 South, Range 2 West, Sedgwick County, Kansas and running south to the center line of Taft Avenue as platted in Maple Hill Third Addition; thence east to the east line of the northwest quarter of said Section 26; thence south to the south line extended of Lot 1, Block 3, Maple Hill Fifth Addition; thence easterly along the south lot lines to the east line extended of Lot 4, Block 2, Maple Hill Fifth Addition; thence north along said east line and east line extended to the north line of Section 26, Township 27 South, Range 2 West; thence west to the place of beginning, containing 80.5 acres, more or less.

County Clerk

The East 1,016.8 feet of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West, lying South of Highway 54 and North of the Railroad Right of Way in Sedgwick County, Kansas.

Beginning 125 feet South and 467 feet West of the Northeast Corner of the Northeast 1/4 of Section 34, Township 27 South, Range 2 West; thence South 460 feet; thence east 63.77 feet; thence South 561 feet; thence West to the West line of the Northeast 1/4 of the Northeast 1/4; thence North to the South line of Hwy 54; thence East to the place of beginning, EXCEPT the West 30 feet for the street.

A tract in the Northeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the Northeast corner of said Northeast Quarter; thence S0°03'W along the east line of said Northeast Quarter, a distance of 877.00 feet; thence S63°33'W, 1306.29 feet; thence N57°06'30"W, 966.47 feet; thence N6°01'30"W, 922.72 feet to the north line of said Northeast Quarter; thence N90°00'E, 2104.30 feet to the point of beginning.

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 27 South, Range 2 West in Sedgwick County, Kansas, except the East 275 feet thereof.

The West 400 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 South, Range 2 West in Sedgwick County, Kansas.

Beginning on the South line of Highway 54 and the West line of Section 35, Township 27 South, Range 2 West and running East 546.69 feet; thence South to the North line of the Railroad Right of Way; thence westerly to the West section line; thence North to the place of beginning and United Industrial Addition to Sedgwick County, Kansas.

Beginning 1,016.8 feet West of the Northeast Corner of the Northwest 1/4 of Section 34, Township 27 South, Range 2 West; thence West 300 feet; thence South to a point 602.23 feet North of the North Right of Way line of the Railroad; thence East 300 feet; thence North to the point of beginning in Sedgwick County, Kansas.

Lind Property

Commencing at the SE corner of the NE1/4 of Section 27, Township 27 South, Range 2 West; thence north along the east line of said NE1/4 on a bearing of N00°04'34" E a distance of 140 feet to the point of beginning; thence continuing along said bearing a distance of 263 feet; thence 414.91 feet along a bearing of S 89°44'02"W; thence 263 feet along a bearing of S 00°04'34"W; thence 414.91 feet along a bearing of N 89°44'02"E to the point of beginning ("Tract A").

SECTION 2. There shall be levied as a special assessment against the property described in Section 1(a) hereof, the amount of \$553.67 to pay the costs of improvements previously made in the Joint District and for payment of costs of principal and interest on Bonds issued by the County to pay the costs of such improvements.

SECTION 3. This Resolution shall be published one time in the official County newspaper, and shall also be filed of record in the Office of the Register of Deeds of the County.

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County Clerk

ADOPTED AND APPROVED by the Governing Body of the West Sedgwick County Joint Sewer District, on September 24, 1997.

Commissioners present and voting were:

Betsy Gwin	<u>yes</u>
Paul W. Hancock	<u>yes</u>
Thomas G. Winters	<u>yes</u>
Melody C. Miller	<u>yes</u>
Mark F. Schroeder	<u>yes</u>



**BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS**

Thomas G. Winters
THOMAS G. WINTERS, Chairman

Paul W. Hancock
PAUL W. HANCOCK, Chairman Pro Tem

Betsy Gwin
BETSY GWIN, Commissioner

Melody C. Miller
MELODY C. MILLER, Commissioner

Mark F. Schroeder
MARK F. SCHROEDER, Commissioner

ATTEST:

James Alford
JAMES ALFORD, County Clerk

APPROVED AS TO FORM ONLY.

Richard A. Euson
RICHARD A. EUSON, County Counselor