

Original  
KK  
—

# EXHIBIT KK

**LAND ACQUISITION DOCUMENTATION  
CITY OF WICHITA**

**\*Documents included**

**Diversion Well Sites:**

- Wilbert H. and Eileen Penner: Letter of Intent signed\*.  
Agreement under attorney's review
- Doug and Nancy Unruh:  
Agreement under land owner's review

**Recharge/Recovery Well and Arsenic Removal Site:**

RRW-1: Larry and E.C. Flickinger: Permanent Easement Agreement\*.  
Signed by property owner; pending City Council approval

**Recharge/Recovery Well Site:**

RRW-2 John Weber: Agreement provided to land owner and under review

RRW-3 Gordon Schmidt and Christine Downey-Schmidt  
Letter of Intent signed\*.  
Agreement under land owner's review

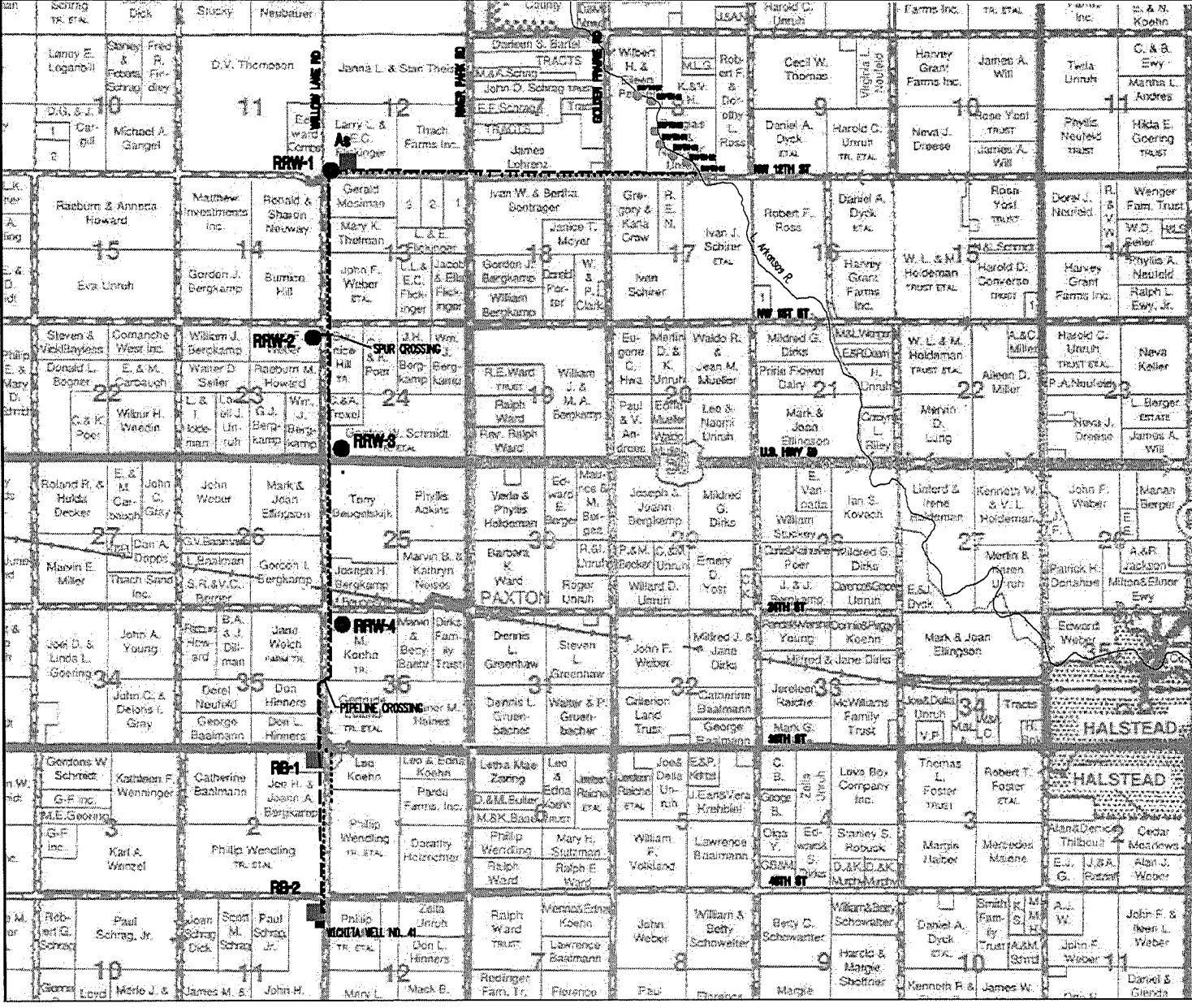
RRW-4 Gary and Carol Koehn Trust  
Letter of Intent signed\*.  
Agreement under land owner's review

**Recharge Basin Site:**

RB-1 City of Wichita  
Warranty Deed\*  
City ownership final.

RB-2 John Stutzman, et al  
Contract for purchase\*.  
Signed by owner; pending City Council Approval.

W:\CH11A\29886 ASK-PT\Misc\Facilities\04-20-2004 13:55 MJC COPYRIGHT © 2002 BURNS AND MCDONNELL ENGINEERING COMPANY, INC.



- ARS ■ ARSENIC REMOVAL
- DIVERSION WELL
- RRW-1 ● RECHARGE RECOVERY WELL
- RB-1 ▭ RECHARGE BASIN
- ..... PROPOSED ELECTRICAL
- PROPOSED WATER



Figure 1 - Rev. 7  
ASR PHASE I  
PROPOSED FACILITY  
LOCATIONS

**LETTER OF INTENT  
EQUUS BEDS AQUIFER STORAGE AND DISCOVERY PROJECT**

To Whom It May Concern:

We/I have been contacted by representatives of the City of Wichita, requesting access to my property for the placement wells as part of the City of Wichita's project. Subject to the satisfactory completion of negotiations and the execution of the appropriate documents, it is our/my intent to [sell] [lease] the property below to the City of Wichita for the purpose of installation, operation, and accessing wells.

Property description:

NW 1/4 SEC 8 T23S R2W

Property owner:

Name(s): WILBERT H PENNER  
Address: EILEEN PENNER  
14935 NW 24<sup>TH</sup>  
BURRTON, KS 67020

Signature(s)

Date:

11/3/04

*Wilbert H. Penner*  
*Eileen Penner*

## Agreement for Permanent Easement

THIS AGREEMENT, Made and entered into this \_\_\_ day of \_\_\_\_\_, 2004 by and between Larry L. Flickinger & EC Flickinger party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSED:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer a permanent easement for the following described real property, situated in Harvey County, Kansas, to wit:

Generally described as a site of no more than two acres located in the SW Corner of the SW ¼ of Sec. 12, TWP. 23-S, R-3-W of the 6<sup>th</sup> P.M., Harvey County, Kansas and a 30' pipeline easement to be located adjacent to existing road-right-of-way along NW 12<sup>th</sup> Street in Sec. 12, TWP. 23-S, R-3-W of the 6<sup>th</sup> P.M., Harvey County, Kansas.

See Exhibit A

*(Specific location, size, and description shall be determined in the future and with agreement by both Seller and Buyer. Legal description, as determined by survey will be completed and approved by both the Buyer and Seller, will appear on document granting permanent easement)*

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the permanent easement of the above-described real property, the sum of

in the manner following, to-wit: cash at closing.

3. The Seller, as a condition of the sale, agrees to allow access to the Buyer, its agents and assigns, access over, under, through, in and across the real property described above and made a part hereof by this reference in order to construct, install, maintain, operate, test, repair, replace, and/or remove monitoring wells, recharge/recovery wells, flow meters, pipelines, water treatment equipment, and other operations and associated instrumentation to collect and transmit data and water for the Equus Beds Groundwater Recharge Project (hereinafter "Project").

4. A title insurance company's commitment to insure, to the above described real

property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Agreement shall be delivered to the parties hereto.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 28, 2005.

9. Possession to be given to Buyer on or before closing date.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer. The Buyer will pay 100 % of all closing costs.

11. Buyer may enter upon property prior to closing for the sole purpose of obtaining, at its sole expense, such engineering reports, soil tests, percolating studies, or other evaluation of such property which Buyer deems necessary. Buyer agrees that the firm(s) which will conduct the tests and studies must be approved by Seller prior to conducting the same. Seller agrees that it shall not unreasonably withhold or delay such approval. Buyer agrees to indemnify Seller with respect to personal injury, including death, to any person or physical damage to said property that may occur as a result of Buyer's acts or omission in the exercise of any of the rights granted under this paragraph. Pending closing, Buyer agrees to keep the information obtained from its test and studies confidential; and to disclose such information only to its attorney, agents, and staff.

12. Seller makes no representations or warranties, expressed or implied, as to the condition, including the environmental condition, of subject property and the surrounding property, including all facilities, improvements, structures, and equipment thereon, surface water thereon or adjacent thereto, including soil and groundwater thereunder. Any information, reports or records, (Disclosures") provided or made by Seller to Buyer concerning the environmental condition of property shall not be deemed representations or warranties. Buyer shall not rely on such disclosures, but rather rely only on its own

inspection of property. Seller does not assume an obligation to remedy environmental problems, if any.

13. The Buyer, at its sole expense, agrees to remove and relocate said equipment, components and systems, if the Project should not prove successful and be discontinued or abandoned by the Buyer.

14. Buyer further agrees that the installation, maintenance, operation, repair replacement, relocation or removal shall be done in a careful and workmanlike manner in accordance with sound engineering practices and in a manner not to endanger persons or property and in such a manner so as to not impair or impede the use of said property for roads, ditches, drains, and borrow pits and to maintain said equipment, components and systems at such depth as will not impair or obstruct drainage.

15. Buyer agrees to seek and obtain such reviews, approvals, permits as may be required prior to the construction, installation, and operation of the groundwater recharge, storage and recovery project and to obtain all such reviews, approvals and permits as may be required for the continuing operation of the project.

16. Seller and Buyer acknowledge that Buyer has been provided a full opportunity to inspect the premises. Buyer takes the premises "as is," with all faults and conditions thereon.

17. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. If a site assessment is completed after the closing date set herein, then the buyer and seller shall close or the buyer shall advise seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing

and diligently completing such site assessment after this agreement is executed by all parties.

18. Buyer agrees and covenants to protect and hold harmless the Seller, its successors, and assigns, from any and all losses, damages or expenses of any kind growing out of any and all claims, demands, or causes of action for injury or damages to persons or property arising out of this authorization to cross over, under, above, through in and across the subject property (including all facilities, improvements, structures, and equipment thereon, surface water thereon or adjacent thereto, and soil or groundwater thereunder) under the ownership and control of Seller.

19. Buyer hereby releases and discharges the Seller, agents and assigns, from and against any and all suits, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, which Buyer had, has or at any time may have, based on (i) any environmental law, including any cost recovery claim under common law, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901 et seq., as amended by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, or comparable state law; (ii) any release of any hazardous material on, at, to or from the described easement including with respect to the easement, all facilities, improvements, structures, and equipment thereon, surface water thereon or adjacent thereto, and soil or groundwater thereunder); (iii) any conditions whatsoever on, under, or in the vicinity of the easement, including the presence of hazardous materials, such as asbestos, on said easement.

20. INDEMNIFICATION:

- A. To the extent allowed by law and as additional consideration herein, the Buyer agrees to indemnify and hold harmless the Seller and its assigns from any and all liability, loss or damages Seller may suffer as a result of claims, demands, costs, orders or judgments against it arising from the installation, operation, maintenance, testing, and construction of a water facility of any kind, water lines, power lines, measuring wells, monitoring wells, pumping wells, flow meter, injection wells, recharge wells, recharge basins, meters, etc. that are place in, on or under the above described real property or immediately adjacent property, whether owned by Seller or others.
- B. Buyer also agrees to return the real property to the condition as it existed at and before approval of this agreement. Including, but not limited to, any and all cost, expenses, or judgments that may arise as a result of any adverse environmental condition as a result of the installation, operation, maintenance, and removal of the water treatment facility, pipeline, poles, wells, meters, etc. that are in place in, on or under the above described real property or immediately adjacent property, whether owned by Seller or others.
- C. The agreements to indemnify specifically includes any claims, demands, cost, orders or judgments which might be made by any governmental agency



or private party relating to pollution, contamination, or hazardous substances which might leach from the real property during the installation, construction, maintenance, and removal of said facility this excludes such substances which exist at the property before or at the time of the approval of this agreement and leach there from at a later date).

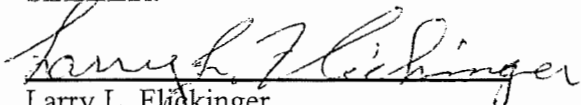
- D. Seller shall notify Buyer of any claims made against it which are covered by this agreement within a reasonable time of the claims being made. Notice shall be made in writing and served upon the Clerk of the City of Wichita, Kansas.
- E. Upon receiving notice from the Seller of a claim covered by this agreement, the Buyer shall defend and indemnify the Seller from that claim, and Buyer shall bear all legal and other expenses in regard to the claim.
- F. If it is necessary for the Seller to enforce the indemnity provision of this agreement, the Seller, if successful, shall be entitled to collect from the Buyer all costs incurred in obtaining the enforcement, including reasonable attorney's fees.
- G. These provisions for indemnification shall inure to the benefit of any party which might obtain a consensual lien upon the property with the consent of the Seller. Seller benefits under this agreement shall automatically be transferred and assigned to any subsequent transferees of the property.
- H. Seller agrees to cooperate with Buyer in connection with any response to a claim covered by these indemnity provisions. Buyer shall be granted reasonable access to the property for the purpose of responding to such a claim, so long as such activity does not unreasonably interfere with Seller's use of the property.

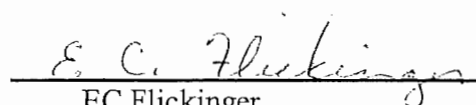
21. Items numbered 13, 14, 15, 16, 18, 19, 20, 22, as paragraphs of this Agreement shall survive the closing

22. Buyer shall not assign its rights hereunder without the prior written consent of Seller, which consent shall not be unreasonably withheld.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Larry L. Flickinger

  
EC Flickinger

002053

**BUYER:**

\_\_\_\_\_  
Carlos Mayans, Mayor

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**LETTER OF INTENT  
EQUUS BEDS AQUIFER STORAGE AND DISCOVERY PROJECT**

To Whom It May Concern:

We/I have been contacted by representatives of the City of Wichita, requesting access to my property for the placement of a well as part of the City of Wichita's project. Subject to the satisfactory completion of negotiations and the execution of the appropriate documents, it is our/my intent to [sell] [lease] the property below to the City of Wichita for the purpose of installation, operation, and accessing a well.

Property description: Generally described as a site located in the SW Corner of 1/4 of Sec. 24, TWP. 23-S, R-3-W of the 6<sup>th</sup> P.M., Harvey County, KS.

Property owner:

Name(s): Gordon Schmidt and Christine Downey-Schmidt  
Address: 10320 N. Wheat State Rd.  
Inman, KS 67546

Signature(s)  

Date:

Nov. 2, '04

*Attention: Justice*

**LETTER OF INTENT  
EQUUS BEDS AQUIFER STORAGE AND DISCOVERY PROJECT**

To Whom It May Concern:

We/I have been contacted by representatives of the City of Wichita, requesting access to my property for the placement of a well as part of the City of Wichita's project. Subject to the satisfactory completion of negotiations and the execution of the appropriate documents, it is our/my intent to [sell] [lease] the property below to the City of Wichita for the purpose of installation, operation, and accessing a well

Property description:

*Acres Sec 36 T2N R24W S K-3 U1 67th PM Harvey  
County Kansas*

Property owner:

Name(s): *Ray & Andrea Koshin Trust*  
Address: *940 Hillside  
Highland TX 79022*

Signature(s)

*Ray Koshin Trustee*

Date:

*11-4-04*

BOOK 209

PAGE 612 646

088928

1-14-03

Acq of Integrated  
Local Water Supply  
Plan

HARVEY COUNTY, STATE OF KANSAS  
This instrument was filed for record on  
the 19 day of May AD, 2003  
at 8:00 o'clock AM and duly recorded  
in book 209 of Deeds  
on Page 612-613 Fee \$ 12.00



Margaret A. Helmstein 8/4  
Register of Deeds

By \_\_\_\_\_ Deputy  
040 013610

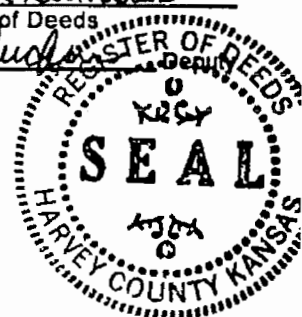
ORIGINAL COMPARED WITH RECORD

\*\*\* This deed is refiled  
to correct the legal  
description.

Refile  
089125

HARVEY COUNTY, STATE OF KANSAS  
This instrument was filed for record on  
the 23 day of May AD, 2003  
at 3:45 o'clock PM and duly recorded  
in book 209 of Deeds  
on Page 646-647 Fee \$ 12.00

Margaret A. Helmstein  
Register of Deeds  
By Michelle Schaefer Deputy



Entered in Transfer Record in my office  
this 23 day of May A.D., 2003  
Roberto Schaefer  
County Clerk

Entered in Transfer Record in my office  
this 19 day of May A.D., 2003  
Margaret W. Wreghitt  
County Clerk

REFILED  
WARRANTY DEED



Grantor: Tammy Arlene Huneycutt, a single person

Warrants and Conveys to City of Wichita

the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged. This conveyance is made subject to easements and restrictions of record, if any.

Dated this 16th day of May, 2003.

Tammy Arlene Huneycutt  
Tammy Arlene Huneycutt

State of Kansas, County of Harvey : ss;

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared

Tammy Arlene Huneycutt, a single person

002057

ORIGINAL COMPARED WITH RECORD

D 17112

## Exhibit A

\*\*\* 1471.34

A tract of land in the Northeast Quarter (NE/4) of Section Two (2), Township Twenty-four (24) South, Range Three (3) West of the 6th P.M., Harvey County, Kansas. Beginning at the Northeast corner of said Northeast Quarter (NE/4); thence North 90 degrees 00 minutes 00 seconds West (assumed) along the North line of said Northeast Quarter (NE/4) for 935.55 feet; thence South 00 degrees 12 minutes 14 seconds East for ~~147.34~~ 136.52 feet; thence North 00 degrees 12 minutes 14 seconds East for 101.34 feet; thence South 90 degrees 00 minutes 00 seconds East for 757.23 feet to the East line of said Northeast Quarter; thence North 00 degrees 12 minutes 14 seconds West for 1370.01 feet to the point of beginning. EXCEPT Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence North 90 degrees 00 minutes 00 seconds West (assumed) along the North line of said Northeast Quarter (NE/4) for 739.52 feet to the point of beginning; thence South 00 degrees 32 minutes 30 seconds East for 1370.06 feet; thence North 90 degrees 00 minutes 00 seconds West for 40.00 feet; thence North 00 degrees 32 minutes 30 seconds West for 1370.06 feet to the North line of said Northeast Quarter (NE/4); thence South 90 degrees 00 minutes 00 seconds East for 40.00 feet to the point of beginning.

**REAL ESTATE PURCHASE CONTRACT**

THIS AGREEMENT, Made and entered into this 3 day of Nov., 2004 by and between John Stutzman, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Harvey County, Kansas, to-wit:

A tract of land in the Northeast Quarter of Section 11, Township 24 South, Range 3 West of the 6<sup>th</sup> P.M., Harvey County, Kansas. Said tract roughly described as the all land lying approximately 25 feet northeasterly of the east edge of a dry creek running from the northwest to southeast, less existing Road Right-of-Way. **Said tract containing 12.5 acres, more or less.**

**Exact legal description to be determined by survey.**

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of \_\_\_\_\_ in the manner following to-wit: cash at closing.
3. The Buyer hereby agrees that while property is owned by City of Wichita, excess land not used for water utility purposes will be placed in conservation measures. Excess land will not be sold or leased for residential or crop land. If Buyer should decide to sell the land sold and purchased under this contract, Buyer hereby grants Seller or successors the right of first refusal to purchase all or any part of the property owned by the Buyer and purchased under this contract. If Buyer receives an offer acceptable to Buyer for all or any part of such adjoining property, Buyer shall provide written notice to Seller of the price, terms and conditions of the offer. Such written notice shall be sent by certified mail, return receipt requested, to the Seller. Seller shall have twenty (20) days after its receipt of the written notice to decide whether to purchase the property, and if so, it shall give written notice to buyer of its decision to do so. This right of first refusal shall survive this closing.
4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
6. It is further agreed by and between the parties hereto that all costs and income, if any shall be adjusted and prorated as of the closing date. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.
7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are,

002059

reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 28, 2005.
9. Possession to be given to Buyer at time of closing.
10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.
11. Site Assessment
- A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.
- B. The buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at the buyer's sole expense.
- C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. If a site assessment is completed after the closing date set herein, then the buyer and seller shall close or the buyer shall advise seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

By Direction of the City Council

\_\_\_\_\_  
Carlos Mayans, Mayor

  
John Stutzman

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

002060