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File Name State Programs (from index)

Sub File Name ASR (from index)

Sub-Sub File Name Wichita

Year (calendar) 2005

End Year _____

Privileged Yes - Circle if true

Comments/Keywords

Wichita land acquisition, phase 1 exhibit MM

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THE CITY OF WICHITA

Copy - Jim Bagley
Ken has original
copies to Lee R + Will G.

GARY E. REBENSTORF, Director of Law and City Attorney
JOE ALLEN LANG, First Assistant City Attorney



DEPARTMENT OF LAW
OFFICE OF CITY ATTORNEY
CITY HALL — THIRTEENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1635
(316) 268-4681

April 8, 2005

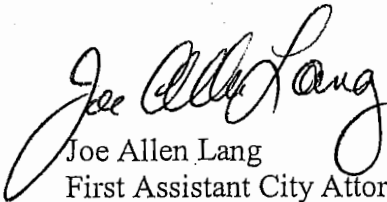
David L. Pope, P.E.
Hearing Officer, Chief Engineer and Director
Division of Water Resources
Kansas Department of Agriculture
109 SW 9th St, 2nd Floor
Topeka, KS 66612-1283

RE: Case No. 04 WATER 2869 -- City Exhibit MM

Dear Mr. Pope:

As directed at the conclusion of the Hearing in this matter, please find supplemental documentation relative to the City of Wichita's land acquisition for the Project. As noted on the attached list, only one property remains without an executed Agreement; that will be provided as soon as available.

Very truly yours,


Joe Allen Lang
First Assistant City Attorney

JAL/dat

cc: Tom Adrian
Mike Dealy
John Peck

attachments

Jerry Blain
David Warren

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LAND ACQUISITION DOCUMENTATION
CITY OF WICHITA
4/8/2005

***Documents included**

Diversions Well Sites:

- Wilbert H. and Eileen Penner: * Permanent Easement (March 22, 2005)
- Doug and Nancy Unruh: * Permanent Easement (March 22, 2005)

Recharge/Recovery Well and Arsenic Removal Site:

RRW-1: Larry and E.C. Flickinger: * Agreement for Permanent Easement (December 14, 2004)
[also in City Exh. KK]

Recharge/Recovery Well Site:

RRW-2 John Weber: Letter of Intent (December 10, 2004) [in City Exh. LL]
[Agreement for Permanent Easement still under review, will be
provided as soon as executed by both parties]

RRW-3 Gordon Schmidt and Christine Downey-Schmidt
* Agreement for Permanent Easement (January 6, 2005)

RRW-4 Gary and Carol Koehn Trust
* Agreement for Permanent Easement (December 14, 2004)

Recharge Basin Site:

RB-1 City of Wichita Warranty Deed [in City Exh. KK]

RB-2 John Stutzman, et al *Real Estate Purchase Contract (November 3, 2004)

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PERMANENT EASEMENT

THIS EASEMENT made this 22 day of MARCH, 2005, by and between Wilbert H. and Eileen Penner, party of the first and the City of Wichita of the second part.

WITNESSETH: that the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual easement for the purpose of constructing, maintaining, operating, testing, repairing, replacing, and/or removing monitoring wells, diversion wells, flow meters, pipelines and other equipment and instrumentation to collect and transmit data for the Equus Beds Groundwater Recharge Project, over, along and under the following described real estate situated in Sedgwick County, Kansas to wit:

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-3-50 and Longitude -97-34-7 and

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-3-51 and Longitude -97-34-13 and

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-4-4 and Longitude -97-34-21 and

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-4-5 and Longitude -97-34-25

Pipeline, power line, and road placement will be determined during construction, with agreement by both parties. The exact legal description of the above tracts will be determined by an as-built survey completed after construction of the above described improvements This legal description will be recorded as an addendum to this easement.

Said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, replacement or removal of such recharge system.

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IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

By: Wilbert H. Penner
Wilbert H. Penner

By: Eileen Penner
Eileen Penner

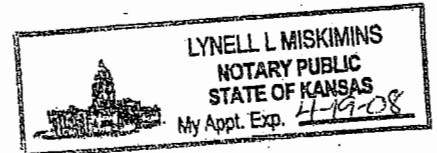
STATE OF KANSAS)
HARVEY) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid, came Wilbert H. Penner and Eileen Penner, to me personally known to be the same persons who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof

Dated at Wichita, Kansas, this 22 day of March, 2005.

Lynell L. Miskimins
Notary Public

SEAL



My Commission expires: 4-19-08

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PERMANENT EASEMENT

THIS EASEMENT made this 22nd day of March, 2005, by and between Douglas R. and Nancy K. Unruh, party of the first and the City of Wichita of the second part.

WITNESSETH: that the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual easement for the purpose of constructing, maintaining, operating, testing, repairing, replacing, and/or removing monitoring wells, diversion wells, flow meters, pipelines and other equipment and instrumentation to collect and transmit data for the Equus Beds Groundwater Recharge Project, over, along and under the following described real estate situated in Sedgwick County, Kansas to wit:

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-3-29 and Longitude -97-33-55 and.

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-3-32 and Longitude -97-33-58 and

An area of approximately one acre located in Section 8, Township 23 South, Range 2 West of 6th PM, Harvey County, Kansas more specifically centered at Latitude 38-3-37 and Longitude -97-34-3 and

Pipeline, power line, and road placement will be determined during construction, with agreement by both parties. The exact legal description of the above tracts will be determined by an as-built survey completed after construction of the above described improvements This legal description will be recorded as an addendum to this easement.

Said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, replacement or removal of such recharge system.

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IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

By *Douglas R. Unruh*
Douglas R. Unruh

By *Nancy K. Unruh*
Nancy K. Unruh

STATE OF KANSAS)
Harvey) SS
~~SEDGWICK~~ COUNTY)

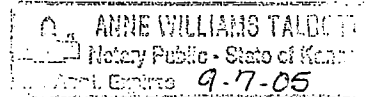
Personally appeared before me a notary public in and for the County and State aforesaid, came Douglas R. Unruh and Nancy K. Unruh, to me personally known to be the same persons who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof

Dated at Wichita, Kansas, this 22 day of March, 2005.

Anne Williams Talbot
Notary Public

SEAL

My Commission expires: 9-7-05



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Agreement for Permanent Easement

THIS AGREEMENT, Made and entered into this 14th day of December, 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 6th P.M., Harvey County, Kansas and a 30' pipeline easement to be located adjacent to existing road-right-of-way along NW 12th Street in Sec. 12, TWP. 23-S, R-3-W of the 6th 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 Fifteen Thousand Dollars and No Cents (\$15,000). Buyer also agrees to clear trees located in the fence line adjacent to pipeline easement as described above.

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

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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

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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

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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).

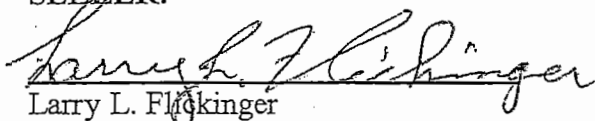
- D. Seller shall notify Buyer of any claims made against it which are covered by this agreement within a reasonable time of the claims being made. Notice shall be made in writing and served upon the Clerk of the City of Wichita, Kansas.
- E. Upon receiving notice from the Seller of a claim covered by 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.

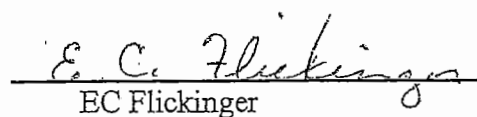
21. Items numbered 13, 14, 15, 16, 18, 19, 20, 22, as paragraphs of this Agreement shall survive the closing

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

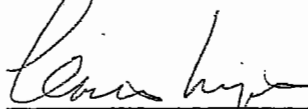

EC Flickinger

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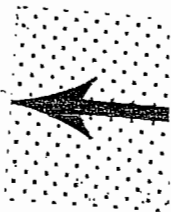
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BUYER:

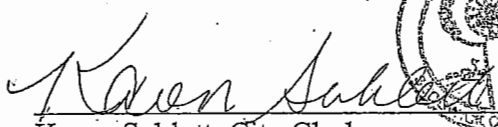

Carlos Mayans, Mayor 11/24/50


Approved as to Form:


Gary E. Rebenstorf, Director of Law



ATTEST:


Karen Sublett, City Clerk



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Agreement for Permanent Easement

THIS AGREEMENT, Made and entered into this 6th day of January, 2004⁵
by and between _____, 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 ~~one-acre~~ ^{1/2 Acres} located in the SW Corner
of the SW ¼ of Sec. 24, TWP. 23-S, R-3-W Of the 6th P.M., Harvey County,
Kansas and a 30 foot pipeline easement adjacent to the existing road right of way
on Willow Lake Road in the SW ¼ of Sec. 24, TWP. 23-S, R-3-W Of the 6th
P.M., Harvey County, Kansas.

See Exhibit A

*(Specific location, size and description shall be completed by a survey to be
completed in the near future and approved by both the Buyer and Seller).*

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 ^{\$4,000 for the}
~~1st/Acre~~ and ^{\$3,600 for up to 5 1/2 Acres additional.}
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, 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

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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.

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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 agents, employees, and assigns, from and against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Seller, its agents, employees, and assigns, in connection with the performance of the obligations of the Buyer under this agreement.

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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 judgements 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 placed 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 judgements 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 judgements 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

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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:

Jordan Schmidt

Christina Daurey-Schwartz

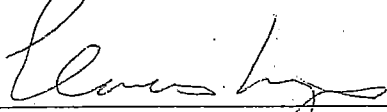
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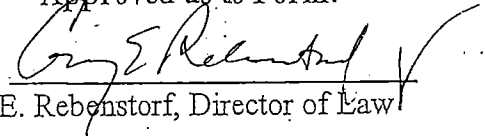
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BUYER:



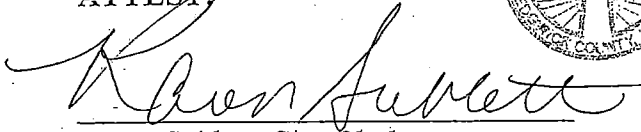
Carlos Mayans, Mayor

Approved as to Form:



Gary E. Rebenstorf, Director of Law

ATTEST:



Karen Sublett, City Clerk



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KS DEPT OF AGRICULTURE

File Separator Sheet

Used to delineate the end of a stapled document
or document group (paperclip or binder clip)

Agreement for Permanent Easement

THIS AGREEMENT, Made and entered into this 14 day of December, 2004 by and between Leo and Edna Koehn Trust, 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 five acres located in the NW Corner of the NW $\frac{1}{4}$ of Sec. 36, TWP. 23-S, R-3-W Of the 6th P.M., Harvey County, Kansas and a 30 foot pipeline easement adjacent to the existing road right of way on Willow Lake Road in the NW $\frac{1}{4}$ of Sec. 36, TWP. 23-S, R-3-W Of the 6th P.M., Harvey County, Kansas.

See Exhibit A

(Specific location, size and description shall be completed by a survey to be completed in the near future and approved by both the Buyer and Seller).

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 Fourteen Thousand Eight Hundred Dollars and No Cents (\$14,800). Crop damage during pipeline installation will be compensated separately.

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 well, flow meters, pipelines, 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

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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.

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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,

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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 judgements 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 judgements 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 judgements 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

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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, 23 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.

23. Buyer will not seek water rights in addition to those necessary for the maintenance of the recharge well.

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

SELLER:

Leo Koehn Trust by Gary Koehn Trustee

Leo and Edna Koehn Trust


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S. S.# or Tax ID#

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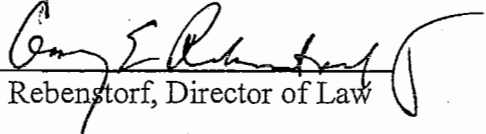
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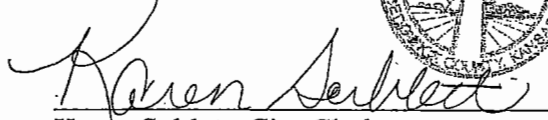
Carlos Mayans, Mayor

Approved as to Form:



Gary E. Rebenstorf, Director of Law

ATTEST:



Karen Sublett, City Clerk



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File Separator Sheet

Used to delineate the end of a stapled document
or document group (paperclip or binder clip)

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REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 3 day of November, 2004, between City of Wichita, 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.

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 6th 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 \$43,750 (Fortythree Thousand Seven Hundred Fifty Dollars and Zero Cents) 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,

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.

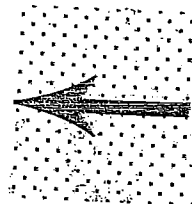
C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. If a site assessment is completed after the closing date set herein, then the buyer and seller shall close or the buyer shall advise seller that this 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.

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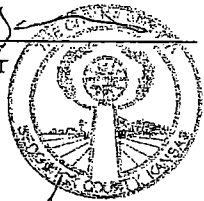
KS DEPT OF AGRICULTURE



By Direction of the City Council

Carlos Mayans

Carlos Mayans, Mayor



Cynthia S. Karl
x _____

ATTEST:

Approved as to Form:

Karen Sublett

Karen Sublett, City Clerk

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 3rd day of November, 2004 by and between Donald M. 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 Sedgwick County, Kansas, to-wit:

A tract of land in the Northeast Quarter of Section 11, Township 24 South, Range 3 West of the 6th 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 \$43,750 (Fortythree Thousand Seven Hundred Fifty Dollars and Zero Cents) 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 farming purposes. In the event City of Wichita were to place entire land parcel for sale, the adjacent land owner(s) will be provided first offer to purchase land.
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,

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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

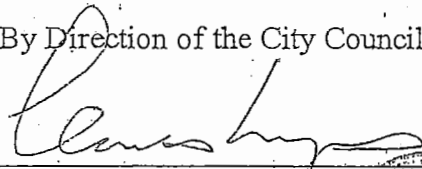
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or 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.

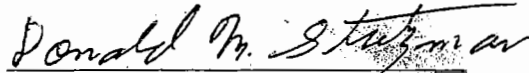
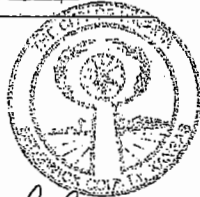
C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. If a site assessment is completed after the closing date set herein, then the buyer and seller shall close or the buyer shall advise seller that this 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

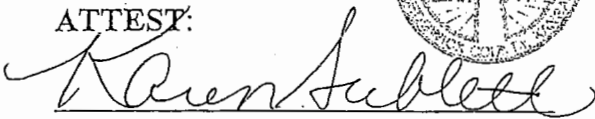


Carlos Mayans, Mayor



Donald M. Stutzman

ATTEST:



Karen Sublett, City Clerk

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law
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REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 3 day of Nov, 2004, ^{between} ~~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 6th 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 \$43,750 (Fortythree Thousand Seven Hundred Fifty Dollars and Zero Cents) 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,

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

Carlos Mayans, Mayor



ATTEST:

Karen Sublett

Karen Sublett, City Clerk

John Stutzman

John Stutzman

WATER RESOURCES RECEIVED

APR 11 2005

KS DEPT OF AGRICULTURE

Approved as to Form:

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law

APR 11 2005

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 3 day of November, 2004 by and between KS DEPT OF AGRICULTURE, 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 6th 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 \$43,750 (Fortythree Thousand Seven Hundred Fifty Dollars and Zero Cents) 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,

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

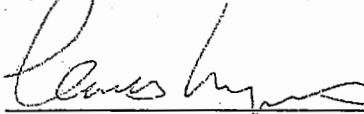
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or 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.

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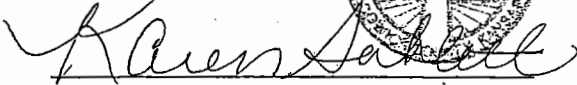
By Direction of the City Council



Carlos Mayans, Mayor



ATTEST:

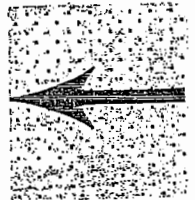


Karen Sublett, City Clerk

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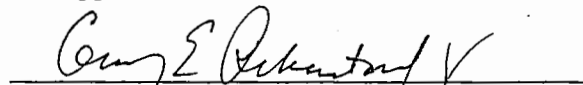
KS DEPT OF AGRICULTURE





Gary E. Rebenstorf, Director of Law

Approved as to Form:



Gary E. Rebenstorf, Director of Law

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KS DEPT OF AGRICULTURE

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THIS AGREEMENT, Made and entered into this 3 day of November, 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 Sedgwick County, Kansas, to-wit:

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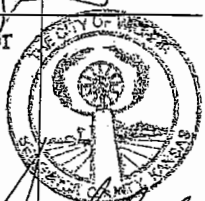
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By Direction of the City Council

Carlos Mayans

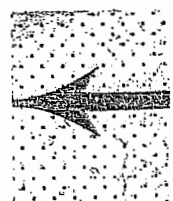
Carlos Mayans, Mayor



ATTEST:
Karen Sublett

Karen Sublett, City Clerk

WATER RESOURCES
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x *Carol J. Franks*

Approved as to Form:
Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law