

City of Edgerton, Kansas
Minutes of City Council Regular Session
June 11, 2015

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on June 11, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Clay Longanecker	present
Cindy Crooks	present
Jody Brown	present
Darius Crist	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- Community Development Director Kenny Cook
- City Attorney Patrick Reavey
- Johnson County Sheriff Dept.
- Jeff White, Financial Advisor
- Abram Chrislip, Mize Houser & Company P.A.

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes May 28, 2015
- Acceptance of Permanent Drainage and Temporary Construction Easements for Waverly Road Project

Motion by Crooks, seconded by Longanecker, to approve the Consent Agenda.

Motion approved, 5-0.

4. PUBLIC COMMENTS

There were no Public Comments

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. REQUEST FOR CREDIT OF MINIMUM WATER BILLING WAS CONSIDERED

City Administrator Beth Linn presented information about the account. It was confirmed that in the past there were two accounts at Ray's Station. Ms Linn indicated one account was at 405 East Morgan and one was at 409 East Morgan; the one in question is the 409 East Morgan. Bill Braun is requesting a refund for Jo Braun (his mother) in the amount of \$875.82, for 33 months of minimum water billing at the 409 East Morgan address.

Motion by Crooks, seconded by Brown, to table this topic to the next regular meeting for more information.

The Yea votes: Crist, Crooks, Longanecker, and Brown. The Nay vote: Troutner. Motion was approved, 4-1.

7. THE 2014 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY MIZE HOUSER WAS CONSIDERED

City Administrator Beth Linn introduced Abram Chrislip, Mize Houser & Company P.A., to present the 2014 Audit of Financial Statements. Mr. Chrislip advised city council the audit went very well this year, thanks to Beth Linn and her staff. There was discussion and explanation about several pages in the audit report. Mayor Roberts thanked Abram for presenting the audit and being available to answer questions.

Motion by Brown, seconded by Troutner, to approve the 2014 Audit of Financial Statements as presented by Mize Houser.

Motion was approved, 5-0.

8. AMENDMENT NO. 2 TO LOAN AGREEMENT BETWEEN EDGERTON, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT TO LOWER THE AMOUNT OF THE LOAN BY \$2,681.12 FOR BIG BULL CREEK WASTEWATER TREATMENT FACILITY AND CONVEYANCE SYSTEM PROJECT WAS CONSIDERED

Beth Linn, City Administrator, presented information about the need to lower the amount of the loan by \$2,681.12. Upon the final disbursement request to KDHE, the City recognized the noted amount was not needed for the project expenses. Therefore it was requested the actual amount of the loan be lowered by \$2,681.12 to match the actual expenses and the new loan amount. Amendment No. 2 would finalize the amount and the repayment schedule.

Motion by Longanecker, seconded by Crist, to approve Amendment No. 2 to loan agreement between Edgerton, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment to lower the amount of the loan by \$2,681.12 for Big Bull Creek Wastewater Treatment Facility and Conveyance System Project, with the City Attorneys approval.

Motion was approved, 5-0.

9. PUBLIC HEARING REGARDING RESOLUTION NO. 06-11-15A A RESOLUTION OF INTENT FOR INLAND PART XIV WAS CONSIDERED

Mayor Roberts opened the Public Hearing at 7:54 pm. The Public Hearing is for Partial Assignment of Resolution of Intent; Property Tax Abatement for ELHC XIV, LLC Project; consider the cost-benefit report; and approve a partial assignment of the Master Resolution of Intent. There were no comments from the public.

The Mayor closed the Public Hearing at 7:58 pm.

10. RESOLUTION NO. 06-11-15A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XIV, LLC, OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED

The City of Edgerton received an application for property tax abatement from ELHC XIV, LLC. ELHC XIV desires to construct an approximately 822,500 square foot spec warehouse. The public hearing was concluded previous to this action.

Motion by Crooks, seconded by Brown, to approve Resolution No. 06-11-15A consenting to the partial assignment of a Resolution of Intent from Edgerton Land Holding Company, LLC to ELHC XIV, LLC, or its successors in interest.

Motion was approved, 5-0.

11. PUBLIC HEARING REGARDING RESOLUTION NO. 06-11-15B AS RESOLUTION OF INTENT FOR INLAND PORT V

Mayor Roberts opened the Public Hearing at 8:09 pm. The Public Hearing is for Partial Assignment of Resolution of Intent; Property Tax Abatement for ELHC V, LLC Project; consider the cost-benefit report; and approve a partial assignment of the Master Resolution of Intent. There were no comments from the public.

The Mayor closed the Public Hearing at 8:10 pm.

12. RESOLUTION NO. 06-11-15B CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC V, LLC OR ITS SUCCESSORS IN INTEREST WAS CONSIDERED

The City of Edgerton received an application for property tax abatement from ELHC V, LLC. ELHC V desires to construct an approximately 650,000 square foot spec warehouse. The public hearing was concluded previous to this action.

Motion by Brown, seconded by Longanecker, to approve Resolution No. 06-11-15B consenting to the partial assignment of a Resolution of Intent from Edgerton Land Holding Company, LLC to ELHC V, LLC, or its successors in interest.

Motion was approved, 5-0.

13. REPORT BY THE CITY ADMINISTRATOR

The first item was a report on Flexing Your Opportunities Event where approximately seventy people signed up for our mailing address list. There were one hundred and fifty to two hundred people that attended the event.

The next item was the old rusty farm implement located at 305 East Nelson Street. The property is owned by the City of Edgerton and the Edgerton Historical Society wants to move the implement to the Historical House next door to City Hall. Discussion about whether or not to move the item or not occurred.

Quorum update from the City Attorney: it takes four (4) council members for a quorum.

14. REPORT BY THE MAYOR

The Mayor asked everyone to contact their representatives and senators about the Property Tax Lid on Cities and about the Sales Tax; these items are currently being discussed in the legislature.

15. FUTURE MEETING/EVENT REMINDERS

- June 17th Noon – Senior Lunch
- June 19th and 20th – Edgerton Frontier Days
- June 25th 7:00 pm – City Council Meeting and Budget Work Session
- Saturday June 13th is “Bike Across Kansas” event. They will be leaving Baldwin City approximately 6:00 am., traveling thru Edgerton.

15.5 ADDITION TO AGENDA - EXECUTIVE SESSION –ATTORNEY CLIENT PRIVILEGE

Motion by Brown, seconded by Troutner, to recess into executive session for five minutes under the Attorney Client Privilege, to include City Attorney and City Administrator.

Motion was approved, 5-0.

Meeting recessed at 8:45 pm.

Motion by Brown, seconded by Troutner, to reconvene into regular session, no action taken.

Motion was approved, 5-0.

Meeting reconvened at 8:51 pm.

16. ADJOURN

Motion by Crooks, seconded by Troutner, to adjourn the meeting.

Motion was approved, 5-0.

Meeting adjourned at 8:52 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

City Project No. Waverly Road
Parcel No. BF221503-4001

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**EDGERTON LAND HOLDING
COMPANY, LLC**

By: _____
Printed Name: Nathaniel Hagidorn
Title: manager
Street Address: 5015 NW Canal St, Ste 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ^{Missouri} KANSAS)
COUNTY OF ^{Platte} JOHNSON) ss:

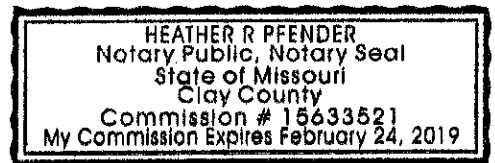
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), manager (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

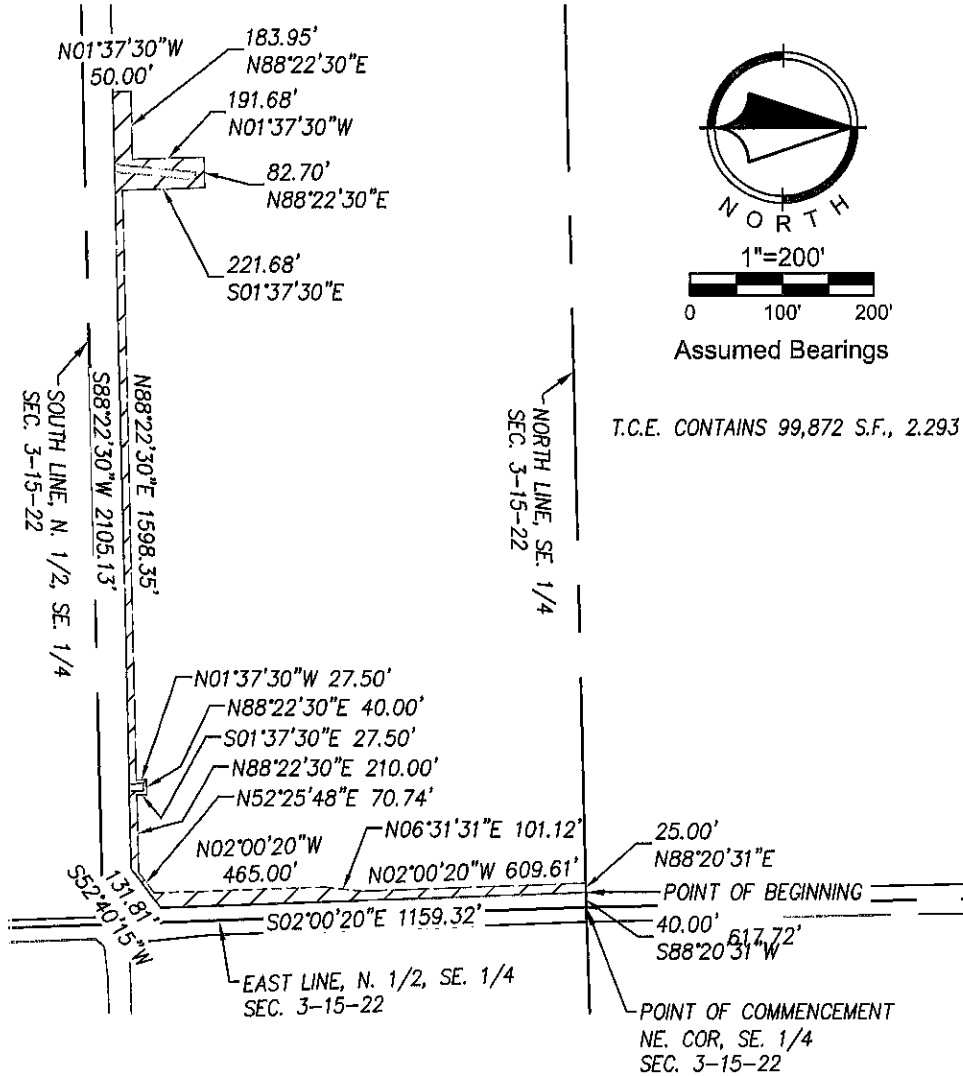
All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence coincident with the north line of Southeast Quarter, South $88^{\circ}20'31''$ West, 40.00 feet to the Point of Beginning; thence coincident with a line 40 feet west of and parallel with the east line of the North Half of said Southeast Quarter, South $02^{\circ}00'20''$ East, 1,159.32 feet; thence South $52^{\circ}40'15''$ West, 131.81 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 2,105.13 feet; thence North $01^{\circ}37'30''$ West, 50.00 feet; thence coincident with a line 130 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 183.95 feet; thence North $01^{\circ}37'30''$ West, 191.68 feet; thence parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 82.70 feet; thence South $01^{\circ}37'30''$ East, 221.68 feet; thence coincident with a line 100 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 1,598.35 feet; thence North $01^{\circ}37'30''$ West, 27.50 feet; thence coincident with a line 127.50 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 40.00 feet; thence South $01^{\circ}37'30''$ East, 27.50 feet; thence coincident with a line 100 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 210.00 feet; thence North $52^{\circ}25'48''$ East, 70.74 feet; thence coincident with a line 80.00 feet west of and parallel with the east line of the North Half of said Southeast Quarter, North $02^{\circ}00'20''$ West, 465.00 feet; thence North $06^{\circ}31'31''$ East, 101.12 feet; thence coincident with a line 65 feet west of and parallel with the east line of the North Half of said Southeast Quarter, North $02^{\circ}00'20''$ West, 609.61 feet to a point on the north line of said Southeast Quarter; thence coincident with said north line, North $88^{\circ}20'31''$ East, 25.00 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 99,872 square feet, or 2.293 acres, more or less.

Temporary Construction Easements

Exhibit __

 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT



PARCEL ID NO.: BF221503-4001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 2 of 2



Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103
913.317.9500
WWW.RIC-CONSULT.COM

City Project: Waverly Road
Parcel No. BF221503-4001

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.


SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

**EDGERTON LAND HOLDING
COMPANY, LLC**

By: 
Printed Name: Nathaniel Hagedorn
Title: manager
Street Address: 5015 NW Canal St. Ste 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ~~KANSAS~~ ^{Missouri})
COUNTY OF ~~JOHNSON~~ ^{Platte}) ss:

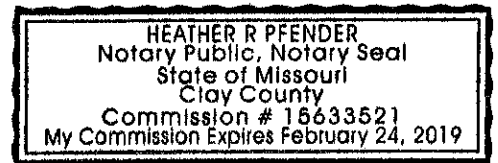
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), Manager (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather B. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 224.68 feet to the Point of Beginning; thence North $01^{\circ}37'30''$ East, 50.00 feet; thence coincident with a line 130 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 150.00 feet; thence South $01^{\circ}37'30''$ East, 50.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 150.00 feet to the Point of Beginning, containing 7,500 square feet, or 0.172 acres, more or less.

AND

All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 572.74 feet to the Point of Beginning; thence North $05^{\circ}15'25''$ East, 221.02 feet; thence South $84^{\circ}44'35''$ East, 20.00 feet; thence South $05^{\circ}15'25''$ West, 218.62 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 20.15 feet to the Point of Beginning, containing 4,396 square feet, or 0.101 acres, more or less.

AND

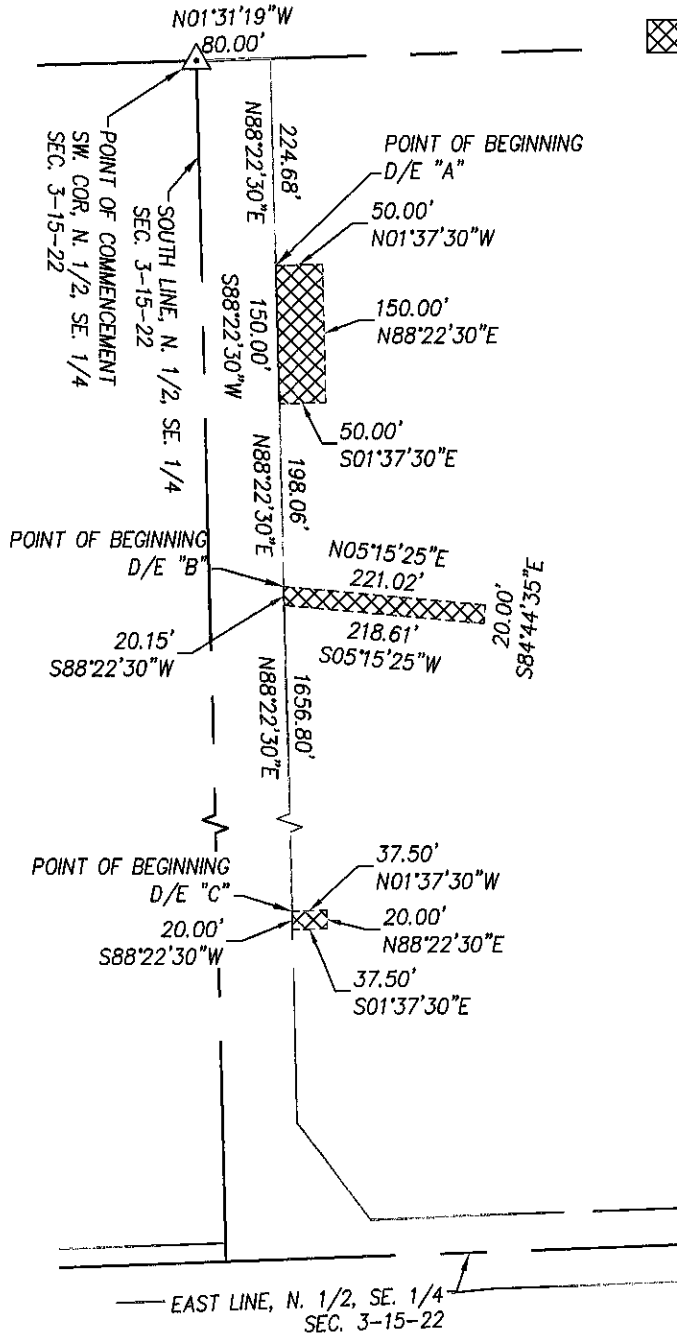
All that part of the North Half of the Southeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of the North Half of said Southeast Quarter; thence coincident with the west line of the North Half of said Southeast Quarter, North $01^{\circ}31'19''$ West, 80.00 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 2,249.69 feet to the Point of Beginning; thence North $01^{\circ}37'30''$ East, 37.50 feet;

thence coincident with a line 117.50 feet north of and parallel with the south line of the North Half of said Southeast Quarter, North $88^{\circ}22'30''$ East, 20.00 feet; thence South $01^{\circ}37'30''$ East, 37.50 feet; thence coincident with a line 80 feet north of and parallel with the south line of the North Half of said Southeast Quarter, South $88^{\circ}22'30''$ West, 20.00 feet to the Point of Beginning, containing 750 square feet, or 0.017 acres, more or less.

Permanent Drainage Easements

Exhibit ____



PARCEL ID NO.: BF221503-4001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 1 of 2

Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. BP55800000 0001
LPKC – Southeast, First Plat, Lot 1

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **ELHC XI LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

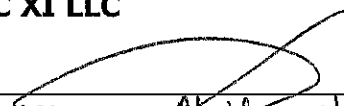
This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

ELHC XI LLC

By: 
Printed Name: Nathaniel Hagedorn
Title: manager
Street Address: 5015 NW Cane St, Ste 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ~~KANSAS~~ ^{Missouri})
) ss:
COUNTY OF ~~JOHNSON~~ ^{Platte})

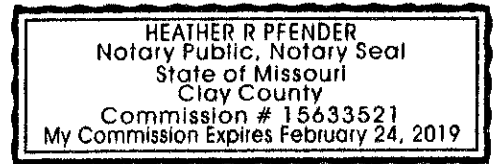
BE IT REMEMBERED, That on this 9th day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Haeldorn (Name), manager (Title) of ELHC XI LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of Lot 1, LOGISTICS PARK KANSAS CITY - SOUTHEAST, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Lot 1; thence North $88^{\circ}38'48''$ East, coincident with the north line of said Lot 1, a distance of 20.00 feet; thence South $01^{\circ}09'47''$ East, parallel with the west line of said Lot 1, a distance of 29.64 feet; thence South $14^{\circ}39'31''$ East, 257.10 feet; thence South $01^{\circ}09'47''$ East, parallel with the west line of said Lot 1, a distance of 1,287.29 feet; thence South $88^{\circ}50'13''$ West, coincident with the south line of said Lot 1, a distance of 80.00 feet; thence North $01^{\circ}09'47''$ West, coincident with the west line of said Lot 1, a distance of 1,566.86 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 115,621 square feet, or 2.654 acres, more or less.

City Project: Waverly Road
Parcel No. BP55800000 0001
LPKC – Southeast, First Plat, Lot 1

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **ELHC XI LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.


SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

ELHC XI LLC

By: 
Printed Name: Nathaniel Hagedorn
Title: manager
Street Address: 5015 NW Canal St. Sk 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ^{Missouri} KANSAS)
COUNTY OF ^{Platte} JOHNSON) ss:

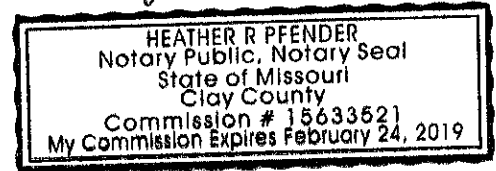
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), manager (Title) of ELHC XI LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

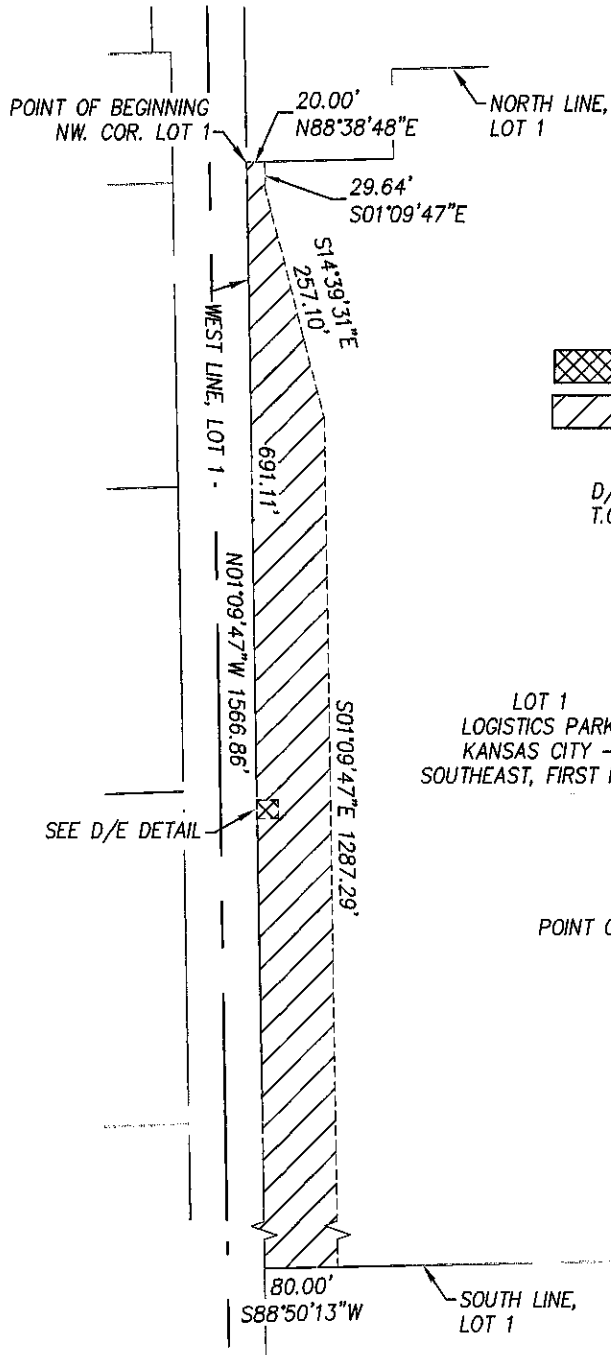
DESCRIPTION:

All that part of Lot 1, LOGISTICS PARK KANSAS CITY - SOUTHEAST, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Lot 1; thence South 01°09'47" East, coincident with the west line of said Lot 1, a distance of 691.11 feet to the Point of Beginning; thence North 88°50'13" East, 22.74 feet; thence South 01°09'47" East, parallel with the west line of said Lot 1, a distance of 20.00 feet; thence South 88°50'13" West, 22.74 feet; thence North 01°09'47" West, coincident with the west line of said Lot 1, a distance of 20.00 feet to the Point of Beginning, containing 455 square feet, or 0.010 acres, more or less.

Permanent Drainage & Temporary Construction Easements

Exhibit ____



1"=200'
0 100' 200'

Assumed Bearings



D/E = DRAINAGE EASEMENT



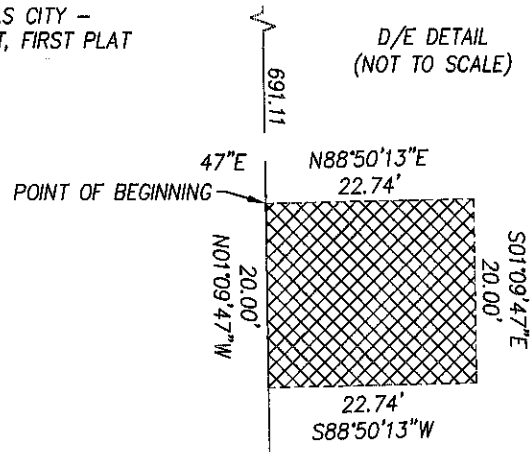
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

D/E CONTAINS 455 S.F., 0.010 Ac.
T.C.E. CONTAINS 115,621 S.F., 2.654 Ac.

LOT 1
LOGISTICS PARK
KANSAS CITY -
SOUTHEAST, FIRST PLAT

SEE D/E DETAIL

D/E DETAIL
(NOT TO SCALE)



PARCEL ID NO.: XX
OWNER: ELHC XI, LLC

15-0106
Sheet 1 of 1



**Renaissance
Infrastructure
Consulting**

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. BP55800000 0T0A
LPKC – Southeast, First Plat, Tract A

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **ELHC XI LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

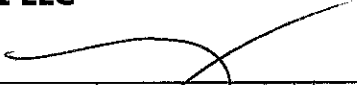
This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

ELHC XI LLC

By: 
Printed Name: Nathaniel Hagedorn
Title: Manager
Street Address: 5015 Newcum St, Sk 200
City, State & Zip: Riverside MO 64415

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ~~KANSAS~~ ^{Missouri})
COUNTY OF ~~JOHNSON~~ ^{Platte}) ss:

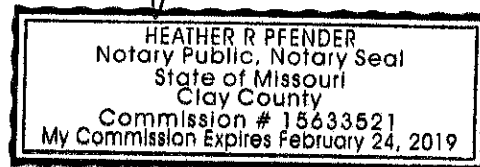
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), manager (Title) of ELHC XI LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of Tract A, LOGISTICS PARK KANSAS CITY - SOUTHEAST, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Beginning at the northwest corner of said Tract A; thence North $88^{\circ}38'40''$ East, coincident with the north line of said Tract A, 56.80 feet; thence South $17^{\circ}17'48''$ West, 116.21 feet; thence thence South $01^{\circ}09'47''$ East, parallel with the west line of said Tract A, 140.36 feet; thence South $88^{\circ}38'48''$ West, coincident with the south line of said Tract A, 20.00 feet; thence North $01^{\circ}09'47''$ West, coincident with the west line of said Tract A, 250.46 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 5,756 square feet, or 0.132 acres, more or less.

City Project: Waverly Road
Parcel No. BP55800000 0T0A
Logistics Park Kansas City - First Plat, Lot 1

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **ELHC XI LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

ELHC XI LLC

By: _____
Printed Name: Nathaniel Hagedorn
Title: manager
Street Address: 5015 NW Canal St., Ste 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF ^{Missouri}KANSAS)
COUNTY OF ^{Platte}JOHNSON) ss:

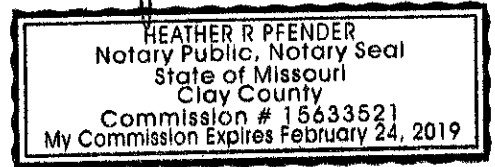
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathanial Hagedorn (Name), manager (Title) of ELHC XI LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A



DESCRIPTION:

All that part of Tract A, LOGISTICS PARK KANSAS CITY - SOUTHEAST, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

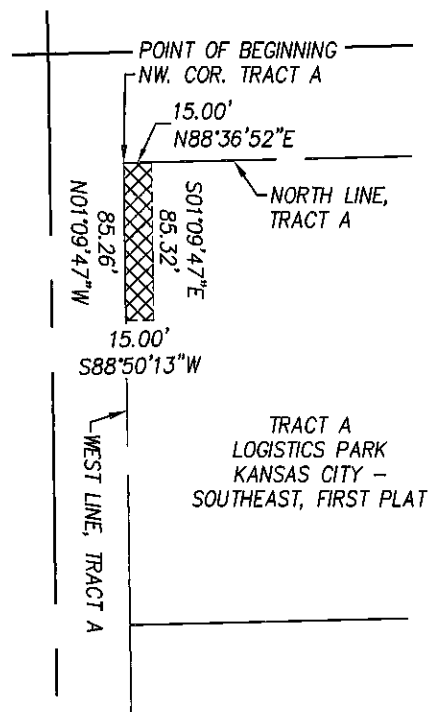
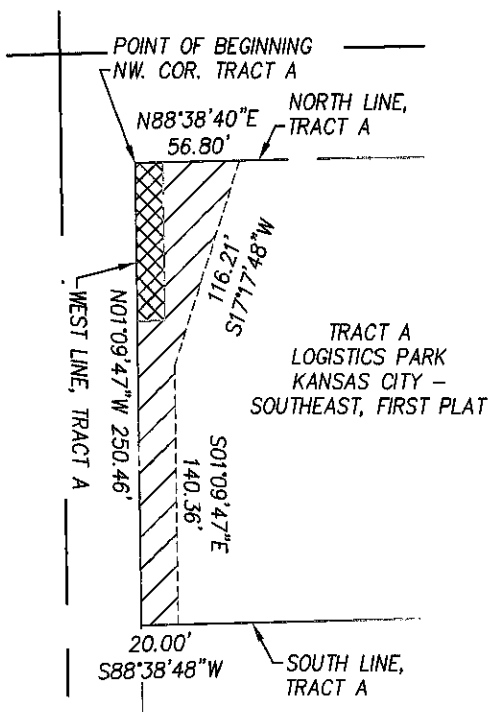
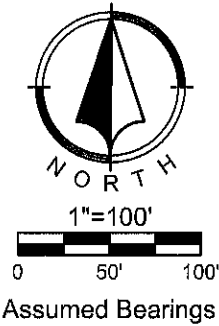
Beginning at the northwest corner of said Tract A; thence North $88^{\circ}36'52''$ East, coincident with the north line of said Tract A, 15.00 feet; thence South $01^{\circ}09'47''$ East, parallel with the west line of said Tract A, 85.32 feet; thence South $88^{\circ}50'13''$ West, 15.00 feet; thence North $01^{\circ}09'47''$ West, coincident with the west line of said Tract A, 85.26 feet to the Point of Beginning, containing 1,297 square feet, or 0.029 acres, more or less.

Permanent Drainage & Temporary Construction Easements

Exhibit ____

 D/E = DRAINAGE EASEMENT
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

D/E CONTAINS 1,297 S.F., 0.029 Ac.
 T.C.E. CONTAINS 5,756 S.F., 0.132 Ac.



PARCEL ID NO.: XX
 OWNER: EDGERTON LAND
 HOLDING COMPANY, LLC

15-0106
 Sheet 1 of 1



Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
 KANSAS CITY, KANSAS 66103

913.317.9500
 WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. BF221503-3005

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

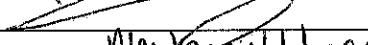
This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

**EDGERTON LAND HOLDING
COMPANY, LLC**

By: 
Printed Name: Nathaniel Hagedorn
Title: manager
Street Address: 505 Nw Caon St., Ste 200
City, State & Zip: Riverside, MO 64450

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

Missouri
STATE OF ~~KANSAS~~)
Platte) ss:
COUNTY OF ~~JOHNSON~~)

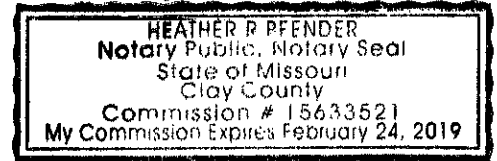
BE IT REMEMBERED, That on this 9th day of June, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), manager (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather B. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence coincident with the south line of said Northeast Quarter, South $88^{\circ}20'31''$ West, 40.00 feet to the Point of Beginning; thence continuing along the south line of said Northeast Quarter, South $88^{\circ}20'31''$ West, 25.00 feet; thence coincident with a line 65 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 131.35 feet; thence South $88^{\circ}50'13''$ West, 140.00 feet; thence coincident with a line 205 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 100.00 feet; thence North $88^{\circ}50'13''$ East, 130.00 feet; thence coincident with a line 75 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 785.57 feet; thence North $88^{\circ}20'31''$ East, 35.00 feet; thence thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 990.00 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 41,682 square feet, or 0.957 acres, more or less.

City Project: Waverly Road
Parcel No. BF221503-3005

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **EDGERTON LAND HOLDING COMPANY, LLC**, a Kansas limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement to construct, maintain, alter, repair or replace a storm sewer and other appurtenances convenient for said stormwater drainage system in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of stormwater drainage system and appurtenances constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

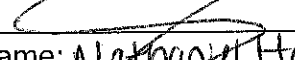
SECTION FOUR
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

**EDGERTON LAND HOLDING
COMPANY, LLC**

By: 
Printed Name: Nathaniel Hagedorn
Title: Manager
Street Address: 5015 NW Canal St., Ste 200
City, State & Zip: Riverside MO 64150

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

Missouri
STATE OF KANSAS)
Platte) ss:
COUNTY OF JOHNSON)

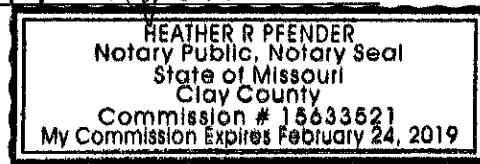
BE IT REMEMBERED, That on this 9th day of June 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn (Name), manager (Title) of EDGERTON LAND HOLDING COMPANY, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

Heather R. Pfender
Notary Public

My Appointment Expires:

February 24, 2019



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence coincident with the south line of said Northeast Quarter, South $88^{\circ}20'31''$ West, 40.00 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 143.39 feet to the Point of Beginning; thence North $73^{\circ}41'51''$ West, 159.84 feet; thence North $16^{\circ}18'09''$ East 30.00 feet; thence South $73^{\circ}41'51''$ East, 150.41 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 31.45 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 4,654 square feet, or 0.107 acres, more or less.

Permanent Drainage & Temporary Construction Easements

Exhibit ____



D/E = DRAINAGE EASEMENT



T.C.E. = TEMPORARY CONSTRUCTION EASEMENT



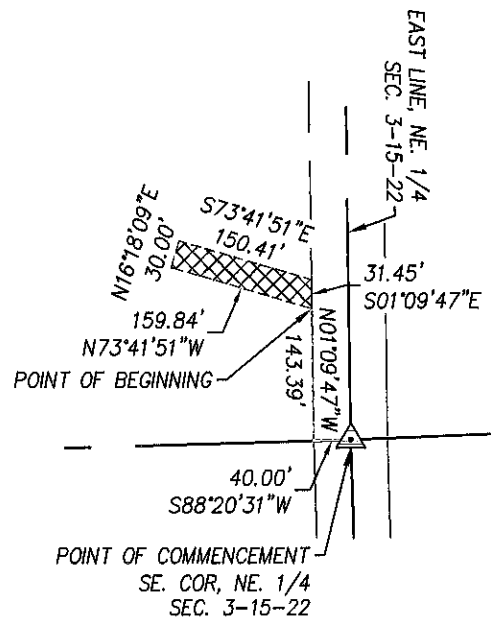
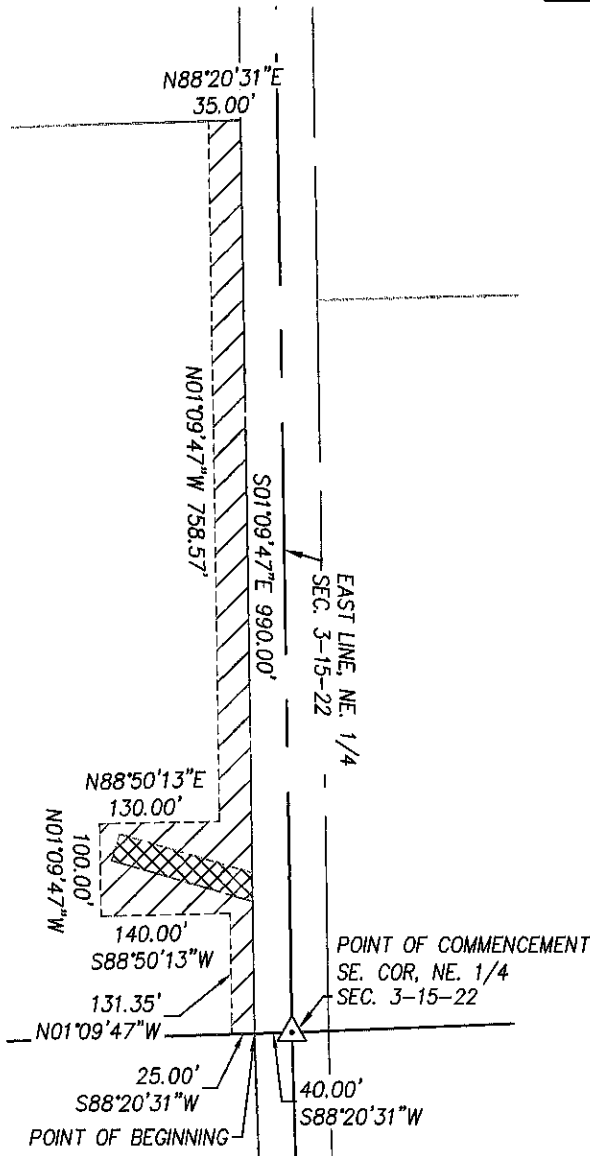
1"=200'

0 100' 200'

Assumed Bearings

D/E CONTAINS 4,654 S.F., 0.107 Ac.

T.C.E. CONTAINS 41,682 S.F., 0.957 Ac.



PARCEL ID NO.: BF221503-3005
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 1 of 1

**Renaissance
Infrastructure
Consulting**

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

Antique Equipment at 305 E Nelson

