

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
August 13, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. Approve City Council Meeting Minutes July 23, 2015
6. Acceptance of Right-of-Way and Easements for Waverly Road Project

Regular Agenda

7. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues

Business Requiring Action

9. PUBLIC HEARING REGARDING RECOMMENDED 2016 BUDGET

10. CONSIDER THE 2016 BUDGET

Motion: _____ Second: _____ Vote: _____

11. PUBLIC HEARING REGARDING 2015 BUDGET FOR SPECIAL HIGHWAY FUND

12. CONSIDER AMENDMENT TO 2015 BUDGET – SPECIAL HIGHWAY FUND

Motion: _____ Second: _____ Vote: _____

**13. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319
(b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL
PROPERTY**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

14. Report by the City Administrator

- Discussion regarding request from City of Wellsville to explore connection to City of Edgerton water system

15. Report by the Mayor

16. Future Meeting/Event Reminders:

- August 14th 9:00 PM – Downtown Movie Night (Big Hero 6)
- August 18th 7:00 PM – Special Planning Commission
- August 19th Noon – Senior Lunch
- August 27th 7:00 PM – City Council Meeting

17. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
July 23, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on July 23, 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
Cindy Crooks	present
Jody Brown	present
Darius Crist	present
Clay Longanecker	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 Department's Representative
	Edgerton Park & Recreation Coordinator Tegan Meadors

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes July 9th, 2015

Motion by Brown, seconded by Crooks, to approve the consent agenda.

Motion was 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. PROFESSIONAL SERVICES AGREEMENT WITH LANDWORKS STUDIO FOR PARK PLANNING AND LANDSCAPE ARCHITECTURE SERVICES WAS CONSIDERED

Beth Linn, City Administrator, presented background information about the annual budget process and Edgerton City Council identified the maintenance and beautification of the city's parks and park facilities as a priority. The City of Edgerton solicited Request for Qualifications from interested firms, and received eight Statements of Qualifications. Four firms were invited to interview, and the final selection was made. Landworks Studio, Olathe, was the firm selected. They perform similar on-call services for other agencies and have worked with other smaller municipalities throughout Kansas.

Motion by Crooks, seconded by Longanecker, to approve the Professional Services Agreement with Landworks Studio for Park Planning and Landscape Architecture Services.

Motion was approved, 5-0.

7. PURCHASE OF A TRUCK FOR BUILDING INSPECTOR THROUGH THE MID AMERICA REGIONAL COUNCIL'S METRO VEHICLE BID LIST WAS CONSIDERED

Kenny Cook, Community Development Director, announced to Mayor and City Council that the City of Edgerton has offered the Building Inspector job to Kenny Wiseman and he is starting on Monday, July 27, 2015. The Building Inspector will need a truck to perform his job duties, and information was presented about new and used vehicles. The information for the new vehicle is the same vehicle as the Code Enforcement/Animal Control Truck.

Motion by Crooks, seconded by Crist, to purchase a truck for Building Inspector through the Mid America Regional Council's Metro Vehicle Bid.

Motion was approved, 5-0.

8. INCREASE IN PROJECT FUNDING FOR CARS PROJECT- EDGERTON ROAD & 207TH STREET FROM 199TH STREET TO 207TH STREET AND ½ MILE WEST OF EDGERTON ROAD TO BNSF RAILROAD

Beth Linn, City Administrator, explained to City Council the difference in price for the CARS program (County Assistance Road System). The actual bid amount exceeds the original budget amount by \$32,009.00. The overage amount for the City of Edgerton is \$8,002.25. City staff has updated the Special Highway Fund Schedule for 2015 to reflect this increase.

Motion by Brown, seconded by Longanecker, to approve the increase in project funding for CARS project-Edgerton Road & 207th street from 199th street to 207th street and ½ mile west of Edgerton Road to BNSF Railroad.

Motion was approved, 5-0.

**8.5 ADDITION TO AGENDA -
RESOLUTION NO. 07-23-15A – A RESOLUTION PURSUANT TO K.S.A. 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED WAS CONSIDERED**

This is the first step in the condemnation process; the next step will be in three weeks at the next regular council meeting. This property is needed for public use at the Waverly Road Project.

Motion by Longanecker, seconded by Brown, to approve Resolution 07-23-15A pursuant to K.S.A. 26-201 setting forth the necessity for condemnation of private property and authorizing preparation of a survey and legal descriptions of the property to be condemned was considered.

Motion was approved, 5-0.

9. REPORT BY THE CITY ADMINISTRATOR

The 2015 second quarter code report was passed out to the Mayor and Council.

Ms. Linn met with Jill Geller, Executive Director for Johnson County Park and Recreation District.

The Council requested Ms. Linn to invite her to a meeting to discuss what is going on with Big Bull Creek Park.

10. REPORT BY THE MAYOR

No Report from the Mayor

11. FUTURE MEETING/EVENT REMINDERS

- August 11th 7:00 pm – Planning Commission
- August 13th 7:00 pm – City Council Meeting
- August 14th 9:00 pm – Downtown Movie Night (Big Hero 6)
- August 19th Noon – Senior Lunch
- August 27th 7:00 pm – City Council Meeting

Council member Troutner wanted to thank Mr. Tegan Meadors for all he has done for the City of Edgerton. Mayor Roberts reported that he has received several compliments.

11. ADJOURN

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

Motion was approved, 5-0.

Meeting adjourned at 7:45 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. EDGERTON LAND HOLDING COMPANY, LLC (hereinafter "Grantor"), for the consideration of \$10.00 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the south line of said Southeast Quarter, South 88°09'08" West, 60.00 feet; thence North 01°56'06" West, 60.00 feet to the Point of Beginning; thence coincident with a line 60 feet north of and parallel with the south line of said Southeast Quarter, South 88°09'08" West, 112.65 feet; thence North 78°00'42" East, 114.40 feet; thence coincident with a line 60 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 20.14 feet to the Point of Beginning, containing 1,135 square feet, or 0.026 acres, more or less.

AND

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the south line of said Southeast Quarter, South 88°09'08" West, 60.00 feet; thence coincident with a line 60 feet west of and parallel with the east line of said Southeast Quarter, North 01°56'06" West, 400.00 feet; thence North 88°09'08" East, 10.00 feet to the Point of Beginning; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, North 01°56'06" West, 2,089.71 feet; thence South 85°36'29" West, 927.29 feet; thence North 02°16'33" West, 50.03 feet; thence North 85°36'29" East, 957.62 feet; thence coincident with a line 20 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 2,141.09 feet; thence South 88°09'08" West, 30.00 feet; to the Point of Beginning, containing 110,585 square feet, or 2.539 acres, more or less.

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/10/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

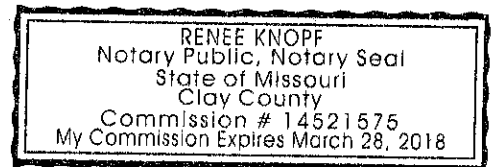
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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:

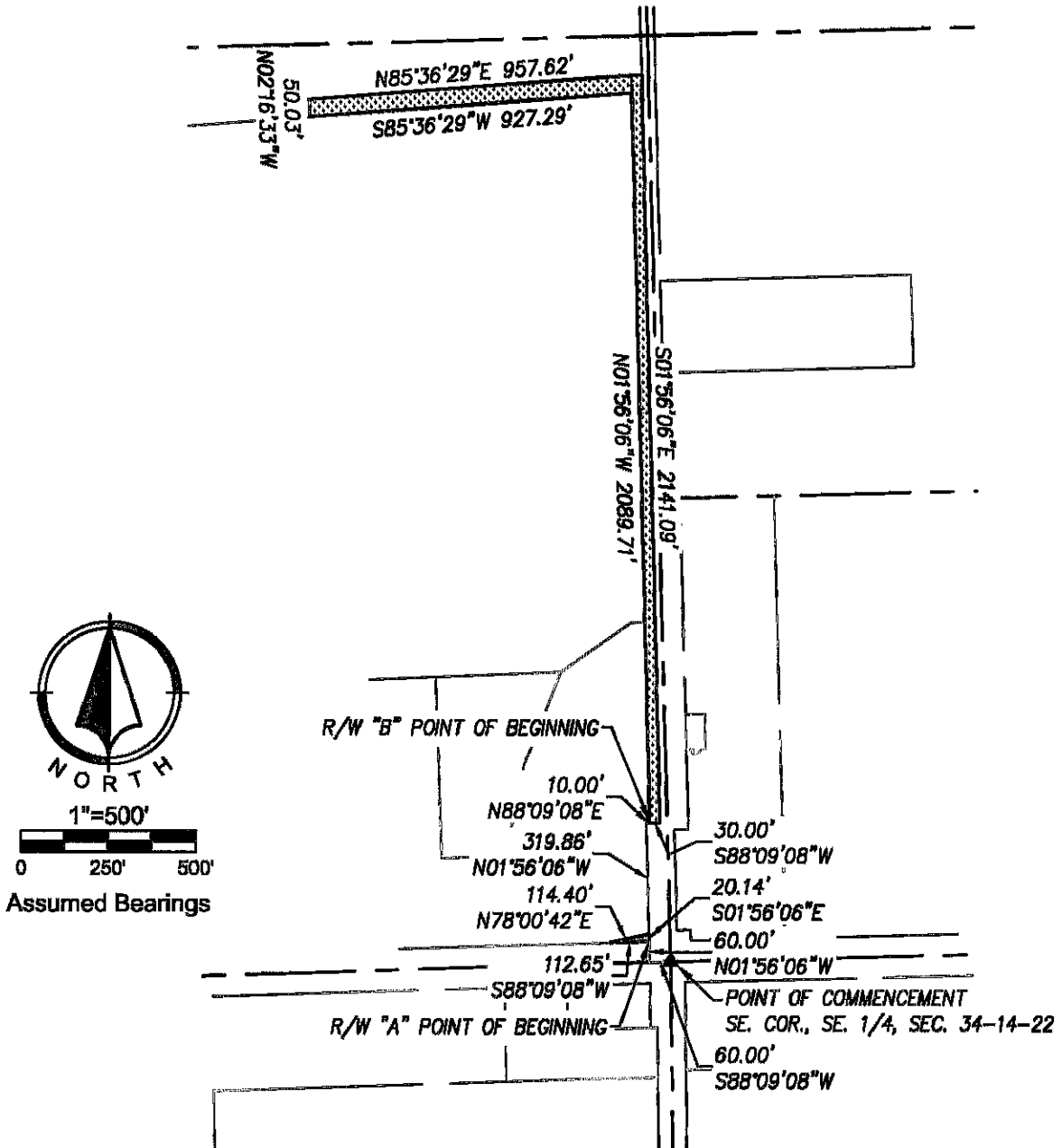
Right-of-Way

Exhibit __

 R/W = RIGHT-OF-WAY

R/W "A" CONTAINS 1,135 S.F., 0.026 Ac.

R/W "B" CONTAINS 110,585 S.F., 2.539 Ac.



PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 1 of 4

 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. BF221434-4014

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

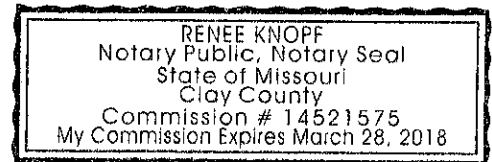
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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 Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 470.08 feet; thence South 88°03'54" West, 50.00 feet to the Point of Beginning; thence continuing South 88°03'54" West, 80.00 feet; thence North 35°37'31" West, 18.03 feet; thence North 52°02'15" East, 68.01 feet; thence North 88°03'54" East, 35.00 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 55.00 feet to the Point of Beginning, containing 3,774 square feet, or 0.087 acres, more or less.

AND

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 815.08 feet; thence South 88°03'54" West, 50.00 feet to the Point of Beginning; thence continuing South 88°03'54" West, 115.00 feet; thence North 58°14'40" West, 36.06 feet; thence North 25°28'21" East, 152.07 feet; thence North 88°03'54" East, 75.00 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 155.00 to the Point of Beginning, containing 17,450 square feet, or 0.401 acres, more or less.

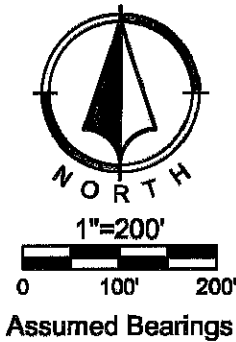
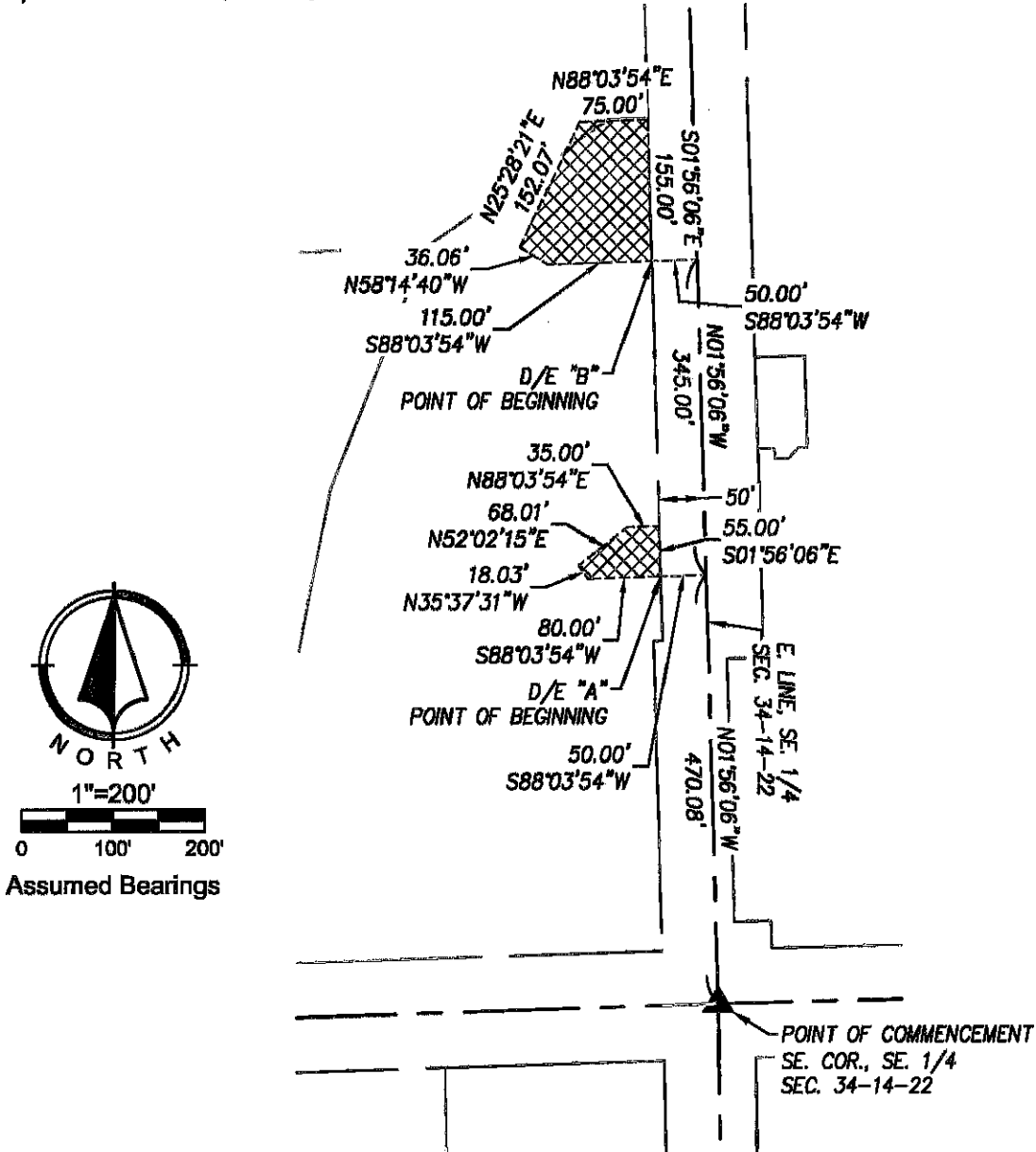
Permanent Drainage Easement

Exhibit __

 D/E = DRAINAGE EASEMENT

D/E "A" CONTAINS 3,775 S.F., 0.087 Ac.

D/E "B" CONTAINS 17,450 S.F., 0.401 Ac.



PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 2 of 4



1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. BF221434-4014

PERMANENT UTILITY 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, inspect, alter, repair or replace public utility lines, including but not limited to water, telephone, gas, electricity, cable, storm sewer, sanitary sewer line(s) and other appurtenances, together with the right of storage of equipment and materials and ingress and egress, 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 utility line(s) 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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

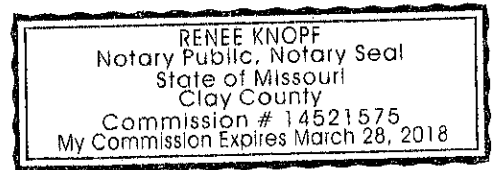
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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 Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

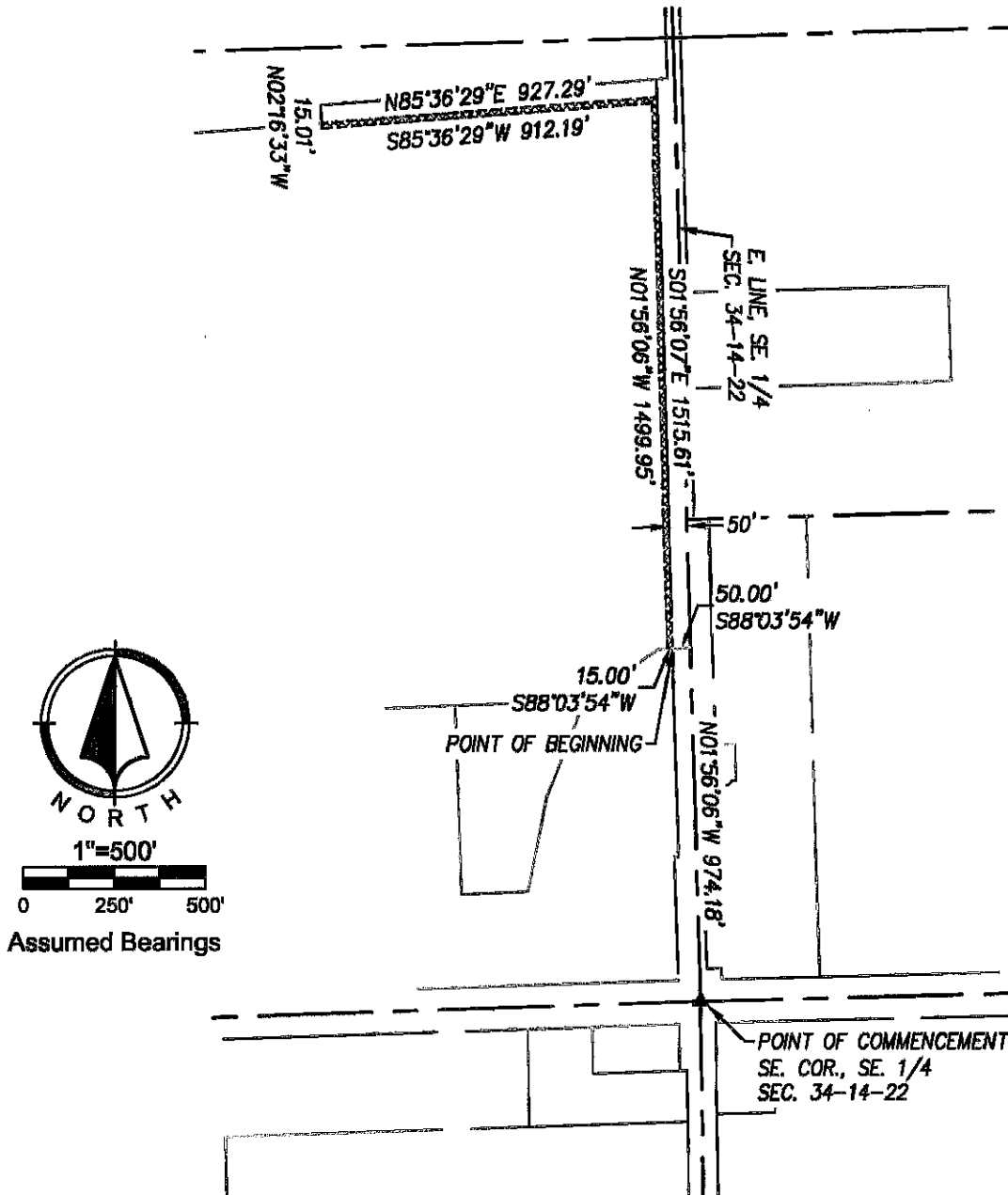
Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 974.18 feet; thence South 88°03'54" West, 50.00 feet to the Point of Beginning; thence continuing South 88°03'54" West, 15.00 feet; thence coincident with a line 65 feet west of and parallel with the east line of said Southeast Quarter, North 01°56'06" West, 1,499.95 feet; thence South 85°36'29" West, 912.19 feet; thence North 02°16'33" West, 15.01 feet; thence North 85°36'29" East, 927.29 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 1,515.61 feet to the Point of Beginning, containing 36,415 square feet, or 0.836 acres, more or less.

Permanent Utility Easement

Exhibit ____

 U/E = UTILITY EASEMENT

U/E CONTAINS 36,415 S.F., 0.836 Ac.



PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 3 of 4



1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. BF221434-4014

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 20th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

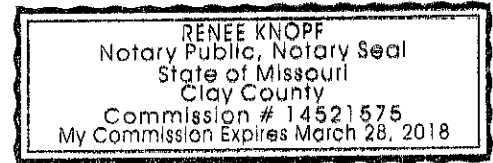
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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 Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

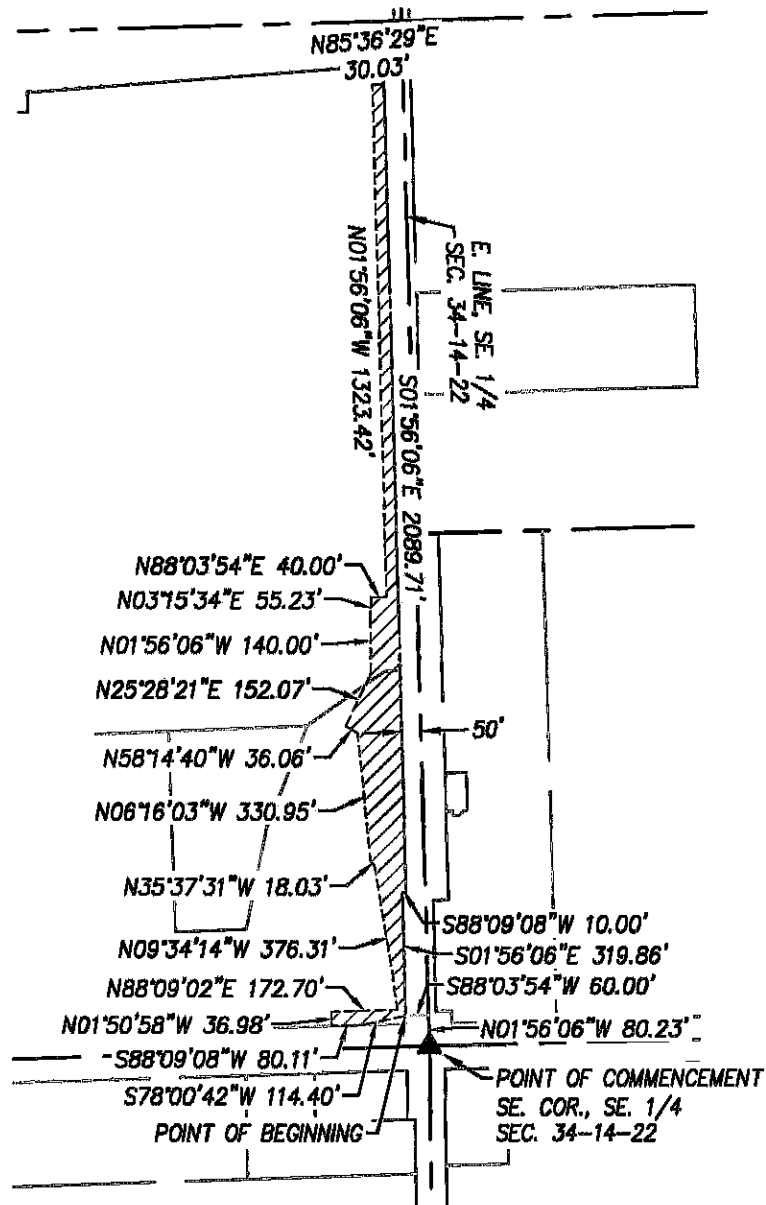
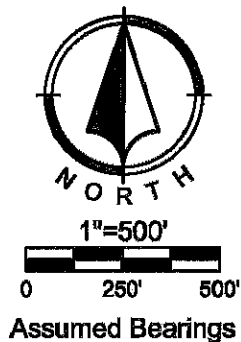
Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 80.23 feet; thence South 88°03'54" West, 60.00 feet to the Point of Beginning; thence South 78°00'42" West, 114.40 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southeast Quarter, South 88°09'08" West, 80.11 feet; thence North 01°50'58" West, 36.98 feet; thence North 88°09'02" East, 172.70 feet; thence North 09°34'14" West, 376.31 feet; thence North 35°37'37" West, 18.03 feet; thence North 06°16'03" West, 330.95 feet; thence North 58°14'40" West, 36.06 feet; thence North 25°28'21" East, 152.07 feet; thence North 01°56'06" West, 140.00 feet; thence North 03°15'34" East, 55.23 feet; thence North 88°03'54" East, 40.00 feet; thence coincident with a line 80 feet west of and parallel with the east line of said Southeast Quarter, North 01°56'06" West, 1,323.42 feet; thence North 85°36'29" East, 30.03 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 2,089.71 feet; thence South 88°09'08" West, 10.00 feet; thence coincident with a line that is 60 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 319.86 feet to the Point of Beginning, containing 130,237 square feet, or 2.990 acres, more or less.

Temporary Construction Easement

Exhibit ____

 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

T.C.E. CONTAINS 130,237 S.F., 2.990 Ac.



PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 4 of 4



Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9800
WWW.RIC-CONSULT.COM

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. EDGERTON LAND HOLDING COMPANY, LLC (hereinafter "Grantor"), for the consideration of \$10.00 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the south line of said Southeast Quarter, South 88°09'08" West, 60.00 feet; thence North 01°56'06" West, 60.00 feet to the Point of Beginning; thence coincident with a line 60 feet north of and parallel with the south line of said Southeast Quarter, South 88°09'08" West, 112.65 feet; thence North 78°00'42" East, 114.40 feet; thence coincident with a line 60 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 20.14 feet to the Point of Beginning, containing 1,135 square feet, or 0.026 acres, more or less.

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, a Kansas limited liability company**

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

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:
)

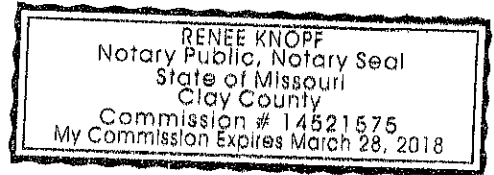
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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:

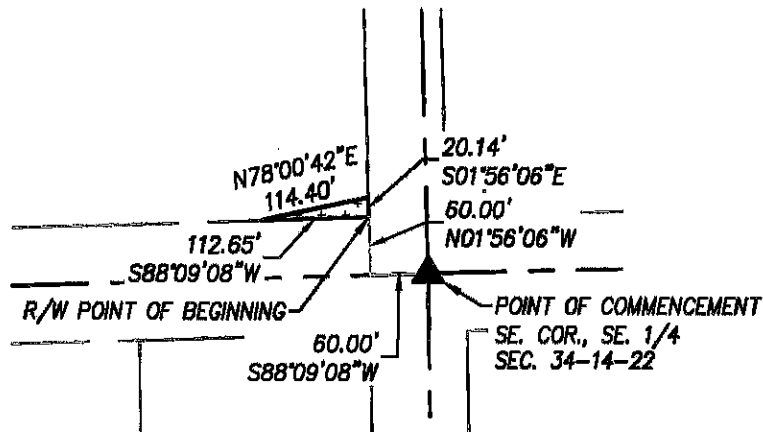
Right-of-Way

Exhibit



R/W = RIGHT-OF-WAY

NEW R/W CONTAINS 1,135 S.F., 0.026 Ac.



1"=200'



Assumed Bearings

PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0108
Sheet 1 of 3



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. BF221434-4014

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**, A Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

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})

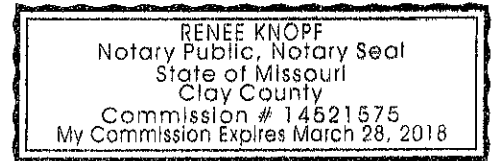
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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.

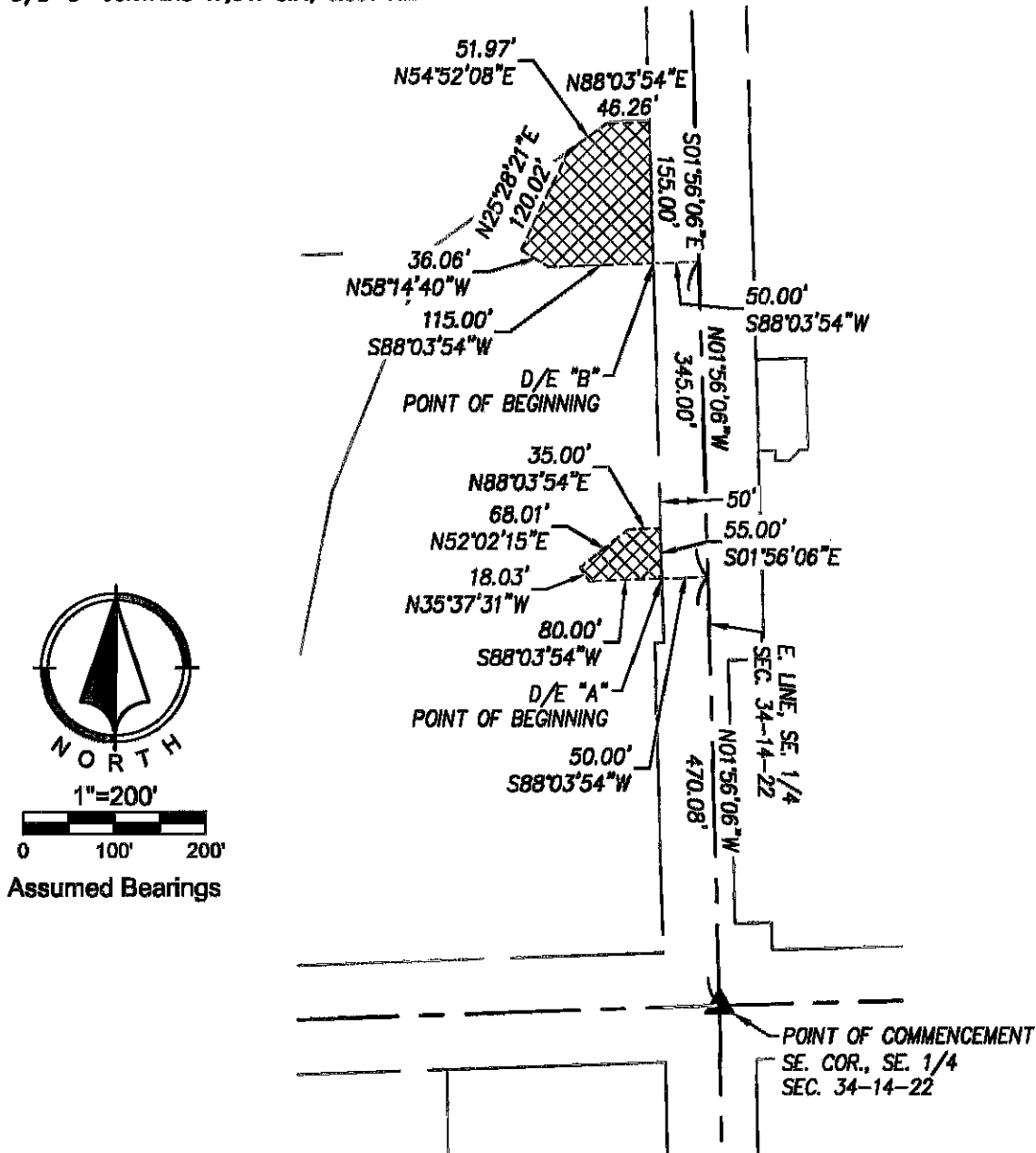
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

Exhibit

D/E "A" CONTAINS 3,775 S.F., 0.087 Ac.
D/E "B" CONTAINS 17,041 S.F., 0.391 Ac.



**Renaissance
Infrastructure
Consulting**

1158 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

EXHIBIT A

DESCRIPTION:

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 470.08 feet; thence South 88°03'54" West, 50.00 feet to the Point of Beginning; thence continuing South 88°03'54" West, 80.00 feet; thence North 35°37'31" West, 18.03 feet; thence North 52°02'15" East, 68.01 feet; thence North 88°03'54" East, 35.00 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 55.00 feet to the Point of Beginning, containing 3,774 square feet, or 0.087 acres, more or less.

AND

All that part of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 01°56'06" West, 815.08 feet; thence South 88°03'54" West, 50.00 feet to the Point of Beginning; thence continuing South 88°03'54" West, 115.00 feet; thence North 58°14'40" West, 36.06 feet; thence North 25°28'21" East, 120.02 feet; thence North 54°52'08" East, 51.97 feet; thence North 88°03'54" East, 46.26 feet; thence coincident with a line 50 feet west of and parallel with the east line of said Southeast Quarter, South 01°56'06" East, 155.00 to the Point of Beginning, containing 17,041 square feet, or 0.391 acres, more or less.

City Project No. Waverly Road
Parcel No. BF221434-4014

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, a Kansas limited liability company**

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

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:

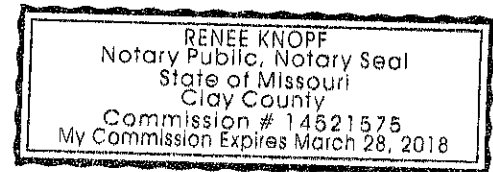
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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 Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

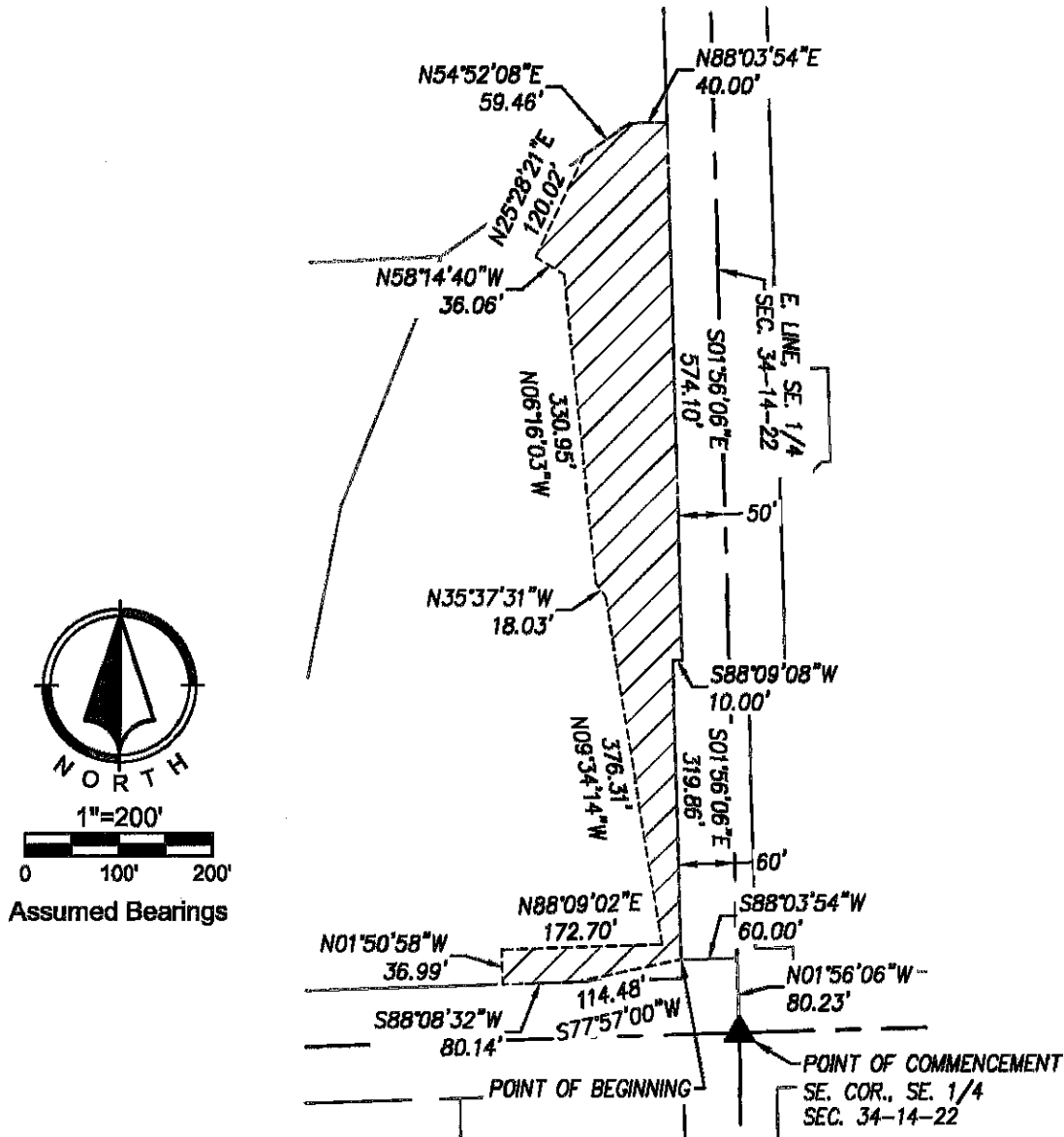
Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North $01^{\circ}56'06''$ West, 80.23 feet; thence South $88^{\circ}03'54''$ West, 60.00 feet to the Point of Beginning; thence South $77^{\circ}57'00''$ West, 114.48 feet; thence coincident with a line 60 feet north of and parallel with the south line of said Southeast Quarter, South $88^{\circ}08'32''$ West, 80.14 feet; thence North $01^{\circ}50'58''$ West, 36.99 feet; thence North $88^{\circ}09'02''$ East, 172.70 feet; thence North $09^{\circ}34'14''$ West, 376.31 feet; thence North $35^{\circ}37'37''$ West, 18.03 feet; thence North $06^{\circ}16'03''$ West, 330.95 feet; thence North $58^{\circ}14'40''$ West, 36.06 feet; thence North $25^{\circ}28'21''$ East, 120.02 feet; thence North $54^{\circ}52'08''$ East 59.46 feet; thence North $88^{\circ}03'54''$ East, 40.00 feet; thence coincident with a line that is 50 feet west of and parallel with the east line of said Southeast Quarter, South $01^{\circ}56'06''$ East, 574.10 feet; thence South $88^{\circ}09'08''$ West, 10.00 feet; thence coincident with a line that is 60 feet west of and parallel with the east line of said Southeast Quarter, South $01^{\circ}56'06''$ East, 319.86 feet to the Point of Beginning, containing 75,789 square feet, or 1.740 acres, more or less.

Temporary Construction Easement

Exhibit __

 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

T.C.E. CONTAINS 75,789 S.F., 1.740 Ac.



PARCEL ID NO.: BF221434-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 3 of 3

 **Renaissance
Infrastructure
Consulting**

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. EDGERTON LAND HOLDING COMPANY, LLC (hereinafter "Grantor"), for the consideration of \$10.00 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

All that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North 88°33'52" East, 1,218.49 feet to the Point of Beginning; thence continuing along said north line, North 88°33'52" East, 80.01 feet; thence coincident with the east line of the west half of said Northwest Quarter, South 02°10'33" East, 1,729.45 feet; thence South 42°44'00" West, 2.40 feet; thence South 89°03'28" West, 76.72 feet; thence North 54°37'38" West, 61.57 feet; thence North 88°33'21" West, 104.25 feet; thence South 88°06'12" West, 411.38 feet; thence northwesterly, along a curve to the right, said curve having a radius of 540.00 feet and a total angle of 26°25'31", for a distance of 249.05 feet; thence North 65°28'18" West, 139.11 feet; thence northwesterly, along a curve to the left, said curve having a radius of 460.00 feet and a total angle of 14°11'55", for a distance of 113.99 feet; thence South 79°38'24" West, 122.00 feet; thence South 07°31'20" West, 121.66 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Northwest Quarter, South 01°56'24" East, 973.45 feet; thence coincident with the south line of said Northwest Quarter, South 88°27'34" West, 30.00 feet; thence coincident with a line 20 feet east of and parallel with the west line of said Northwest Quarter, North 01°56'24" West, 2,630.06 feet; thence coincident with a line 22 feet south of and parallel with the north line of said Northwest Quarter, North 88°33'52" East, 30.00 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Northwest Quarter, South 01°56'24" East, 1,281.56 feet; thence South 12°14'42" East, 111.80 feet; thence South 72°21'48" East, 146.13 feet; thence southeasterly, along a non curve to the right, said curve having a radius of 540.00 feet, a chord bearing of South 72°34'15" East, and a chord distance of 133.48 feet, for a distance of 133.82 feet; thence South 65°28'18" East, 139.11 feet; thence southeasterly, along a curve to the left, said curve having a radius of 460.00 feet and a total angle of 26°25'31", for a distance of 212.15 feet; thence North 88°06'12" East,


411.38 feet; thence North 84°44'02" East, 103.39 feet; thence North 42°57'49" East, 58.61 feet; thence North 01°15'50" East, 101.28 feet; thence North 02°10'33" West, 1458.41 feet to the Point of Beginning, less that part in existing road right-of-way, containing 323,318 square feet, or 7.422 acres, more or less.

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

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

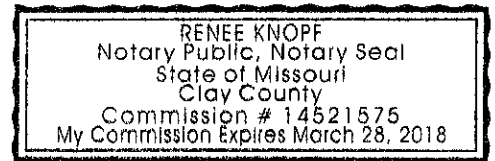
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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.

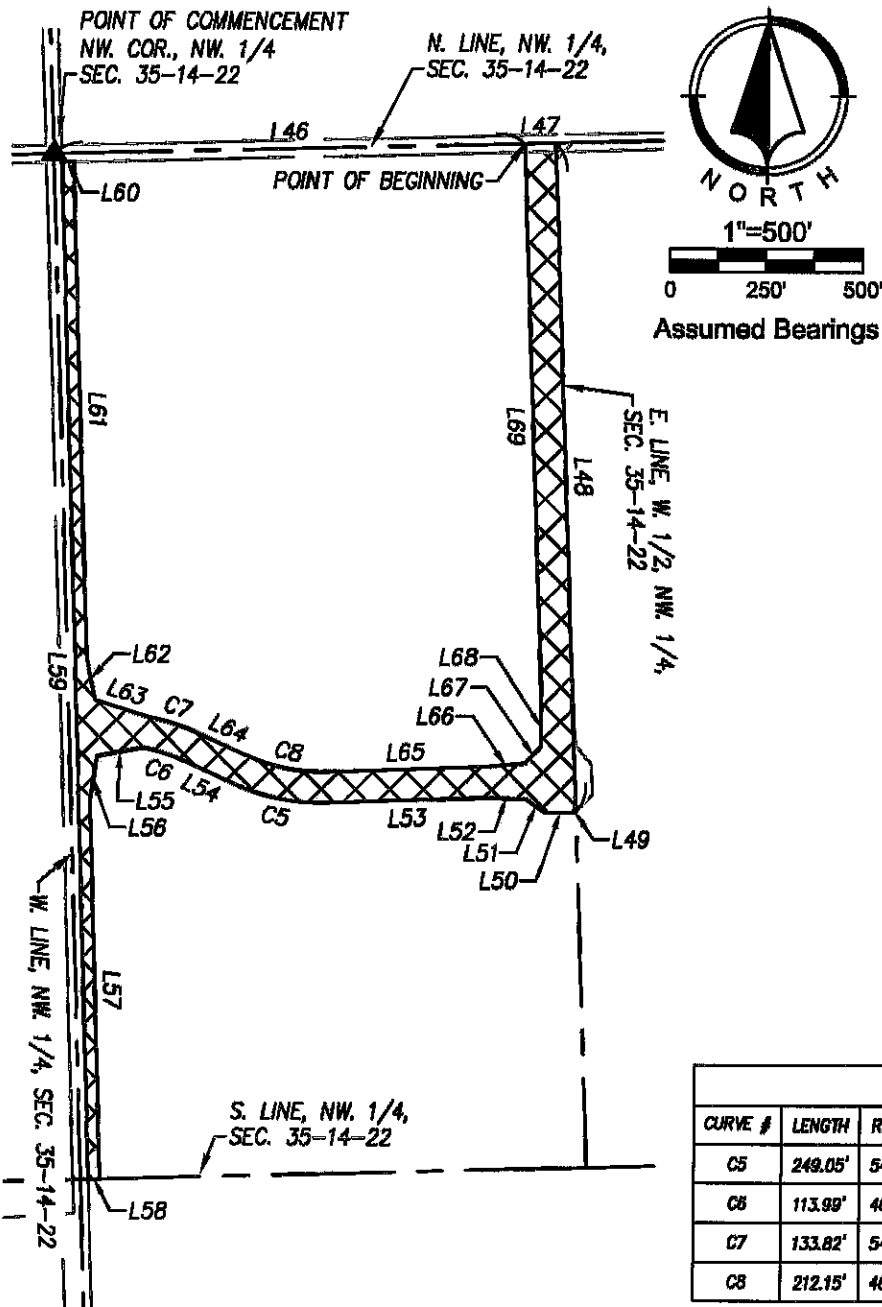
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

Permanent Road Right-of-Way

Exhibit __



LINE TABLE	
LINE #	DIRECTION, LENGTH
L46	N88°33'52"E, 1218.49'
L47	N88°33'52"E, 80.01'
L48	S02°10'33"E, 1729.45'
L49	S42°44'00"W, 2.40'
L50	S89°03'28"W, 76.72'
L51	N54°37'38"W, 61.57'
L52	N88°33'21"W, 104.25'
L53	S88°06'12"W, 411.38'
L54	N65°28'18"W, 139.11'
L55	S79°38'24"W, 122.00'
L56	S07°31'20"W, 121.65'
L57	S01°56'24"E, 973.45'
L58	S88°27'34"W, 30.00'
L59	N01°56'24"W, 2830.06'
L60	N88°33'52"E, 30.00'
L61	S01°56'24"E, 1281.56'
L62	S12°14'42"E, 111.80'
L63	S72°21'48"E, 146.13'
L64	S65°28'18"E, 139.11'
L65	N88°06'12"E, 411.38'
L66	N84°44'02"E, 103.39'
L67	N42°57'49"E, 58.61'
L68	N01°15'50"E, 101.28'
L69	N02°10'33"W, 1458.41'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C5	249.05'	540.00'	26°25'31"	N78°41'03"W, 246.85'
C6	113.99'	460.00'	14°11'55"	N72°34'15"W, 113.70'
C7	133.82'	540.00'	14°11'55"	S72°34'15"E, 133.48'
C8	212.15'	460.00'	26°25'31"	S78°41'03"E, 210.28'

XXXX = PROPOSED RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY
CONTAINS 323,318 S.F., 7.422 Ac.

PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0108
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: Waverly Road
Parcel No. 2F221435-1001

PERMANENT 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, inspect, alter, repair or replace public improvements associated with road and bridge construction such as embankments, slopes, grading areas public stormwater system, drainage ditch, drainage channel and other appurtenances convenient for said public improvements, together with the storage of equipment and materials and ingress and egress, 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 public improvements 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

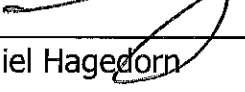
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

EDGERTON LAND HOLDING COMPANY, LLC,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

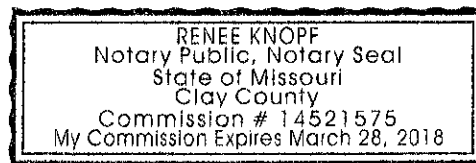
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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

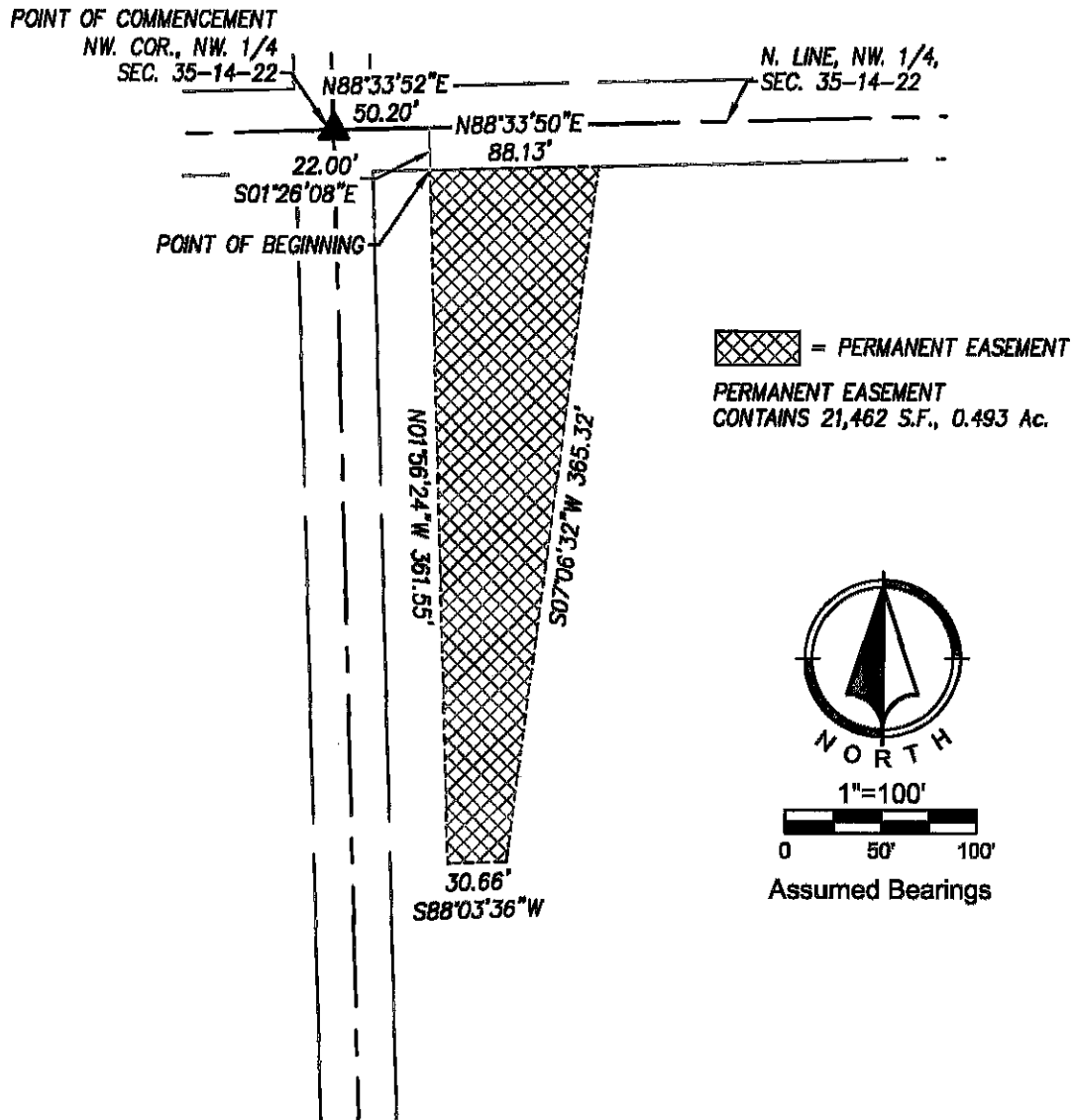
DESCRIPTION:

All that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North 88°33'52" East, 50.20 feet; thence South 01°26'08" East, 22.00 feet; thence coincident with a line 22 feet south of and parallel with the north line of said Northwest Quarter, North 88°33'50" East, 88.13 feet; thence South 07°06'32" West, 365.32 feet; thence South 88°03'36" West, 30.66 feet; thence thence coincident with a line 50 feet east of and parallel with the west line of Northwest Quarter, North 01°56'24" West, 361.55 feet to the Point of Beginning, containing 21,462 square feet, or 0.493 acres, more or less.

Permanent Easement

Exhibit ____



PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 5 of 5

 Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.517.9500
WWW.RIC-CONSULT.COM

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto Kansas Gas Service, a division of ONE Gas, Inc, hereinafter referred to as Grantee, its successors, assigns and lessees, the exclusive right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, communication lines/cables and other equipment appurtenant thereto, for the transportation and distribution of oil, gas or communications in, under, upon, across, over and through certain lands owned by Grantor situated in Johnson County, State of Kansas and specifically described as follows:

See EXHIBIT "A".

together with spillover rights along the side of the easement as required to permit necessary work to be accomplished for the maintenance or replacement of the main located on the easement and with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of two feet below the surface of said land of Grantor.

Grantee shall have the right to use the above described land to the exclusion of all other uses, persons or entities.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, repair, inspection, replacement, protection, relocation, operation and removal of said pipe line, lines, cables and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after facilities are in place, Grantor shall not change the topography of the terrain over the facilities without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, cables and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.


WITNESS the hand of the Grantor(s) this 6th day of August, 2015

EDGERTON LAND HOLDING COMPANY, LLC,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

Its: Manager

By:


Nathaniel Hagedorn

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF PLATTE)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, a Missouri limited liability company, the manager 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 manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



EXHIBIT A

A strip of land 15.00 feet in width across all that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, lying 7.50 feet on each side of the following described centerline:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 145.90 feet; thence South $01^{\circ}26'08''$ East, 22.00 feet to the Point of Beginning; thence South $07^{\circ}06'32''$ West, 372.85 feet; thence South $88^{\circ}03'36''$ West, 37.06 feet and there terminating, containing 6,149 square feet, or 0.141 acres, more or less. The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

City Project No. Waverly Road
Parcel No. 2F221435-1001

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of March, 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, inspect, alter, repair or replace public utility lines, including but not limited to water, telephone, gas, electricity, cable, storm sewer, sanitary sewer line(s) and other appurtenances, together with the right of storage of equipment and materials and ingress and egress, 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 utility line(s) 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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

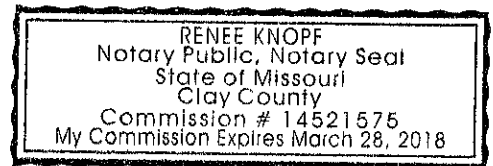
STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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:

A strip of land of variable width across all that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, being more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 161.07 feet; thence South $01^{\circ}26'08''$ East, 22.00 feet to the Point of Beginning of a 15.00 foot wide strip of land, lying 7.50 feet on each side of the following described centerline: thence South $07^{\circ}06'32''$ West, 387.91 feet; thence South $88^{\circ}03'36''$ West, 44.87 feet; thence beginning a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline: thence South $01^{\circ}56'24''$ East, 897.05 feet; thence South $12^{\circ}14'42''$ East, 114.23 feet and there terminating, containing 16,604 square feet, or 0.381 acres, more or less. The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

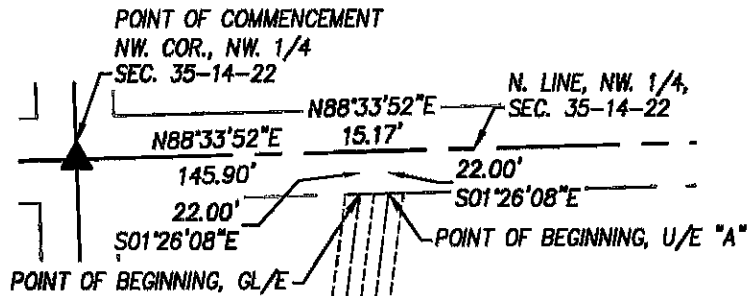
AND

A strip of land 10.00 feet in width across all that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, lying 5.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said Northwest Quarter; thence coincident with the south line of said Northwest Quarter, North $88^{\circ}27'34''$ East, 55.00 feet to the Point of Beginning; thence North $01^{\circ}56'24''$ West, 973.90 feet; thence North $07^{\circ}35'14''$ East, 122.04 feet and there terminating, containing 10,940 square feet, or 0.251 acres, more or less. The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

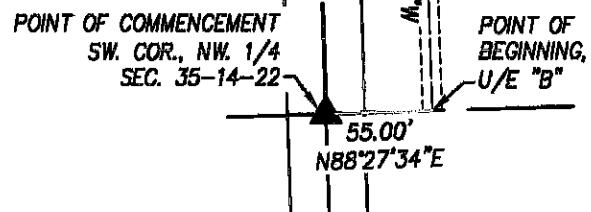
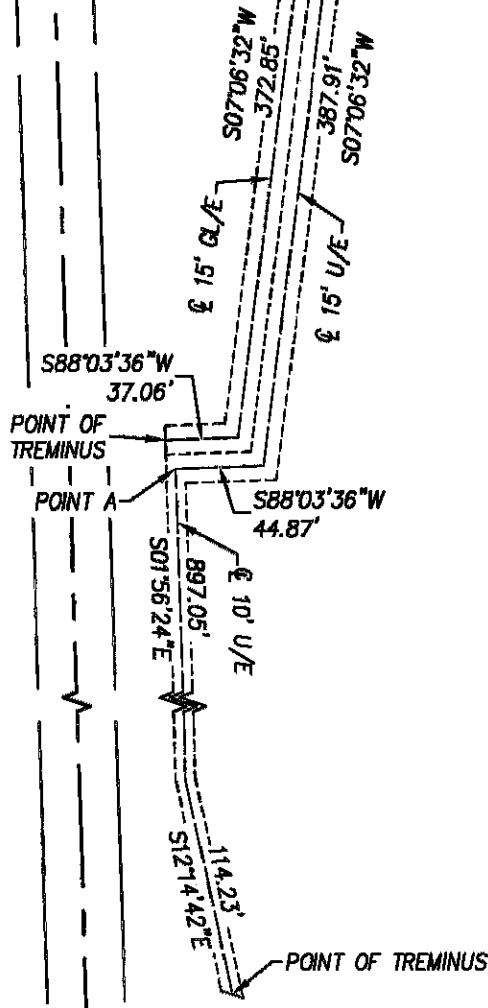
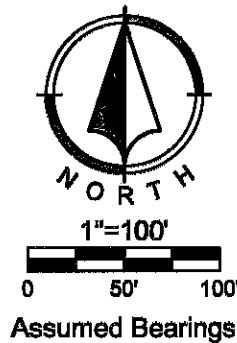
Permanent Utility Easement & Gas Line Easement

Exhibit __



U/E = UTILITY EASEMENT
GL/E = GAS LINE EASEMENT

U/E "A" CONTAINS 16,604 S.F., 0.381 Ac.
U/E "B" CONTAINS 10,940 S.F., 0.251 Ac.
GL/E CONTAINS 6,149 S.F., 0.141 Ac.



PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 4 of 5



1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project: Waverly Road
Parcel No. 2F221435-1001

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, inspect, alter, repair or replace a public stormwater drainage system, culvert, storm sewer, drainage channel and other appurtenances convenient for said stormwater drainage system, together with the storage of equipment and materials and ingress and egress, 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

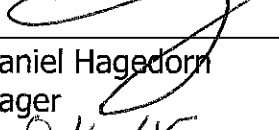
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

EDGERTON LAND HOLDING COMPANY, LLC,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

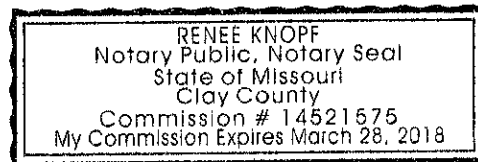
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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 West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,218.49 feet; thence coincident with a line 80 feet west of and parallel with the east line of the west half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 228.41 feet to the Point of Beginning; thence continuing South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 53.00 feet; thence coincident with a line 133 feet west of and parallel with the east line of the west half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet; thence North $87^{\circ}49'27''$ East, 53.00 feet to the Point of Beginning, containing 1,590 square feet, or 0.037 acres, more or less.

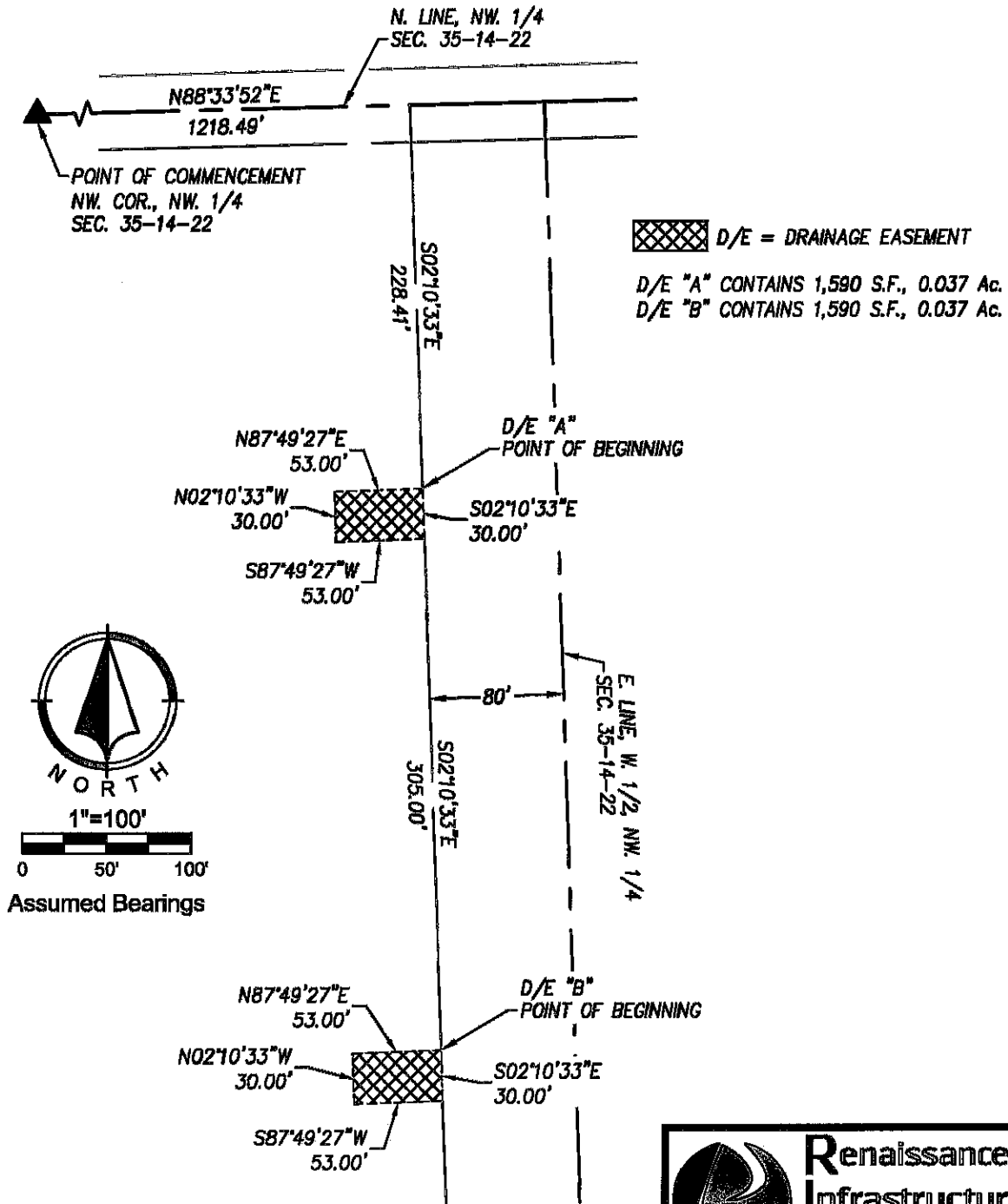
AND

All that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,218.49 feet; thence coincident with a line 80 feet west of and parallel with the east line of the west half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 563.41 feet to the Point of Beginning; thence continuing South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 53.00 feet; thence coincident with a line 133 feet west of and parallel with the east line of the west half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet; thence North $87^{\circ}49'27''$ East, 53.00 feet to the Point of Beginning, containing 1,590 square feet, or 0.037 acres, more or less.

Permanent Drainage Easements

Exhibit ____



PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 1 of 5

Renaissance Infrastructure Consulting

1158 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project No. Waverly Road
Parcel No. 2F221435-1001

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.

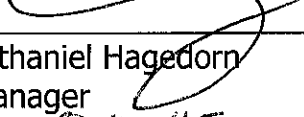
TO THESE COVENANTS, the Grantor does hereby consent and agree.

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/10/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 20th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

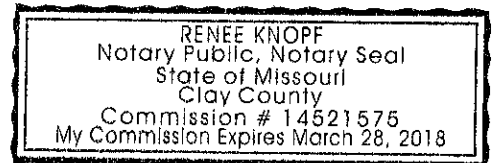
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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 West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,158.77 feet; thence South $01^{\circ}26'08''$ East, 22.00 to the Point of Beginning; thence parallel with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 60.00 feet; thence coincident with a line 80 feet west of and parallel with the east line of the west half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 1,436.41 feet; thence South $01^{\circ}15'50''$ West, 101.28 feet; thence South $42^{\circ}57'49''$ West, 58.61 feet; thence South $84^{\circ}44'02''$ West, 103.39 feet; thence South $88^{\circ}06'12''$ West, 411.38 feet; thence northwesterly along a curve to the right, said curve having a radius of 460.00 feet and a total angle of $26^{\circ}25'31''$, for a distance of 212.15 feet; thence North $65^{\circ}28'18''$ West, 139.11 feet; thence northwesterly along a curve to the left, said curve having a radius of 540.00 feet and a total angle of $14^{\circ}11'55''$, for a distance of 133.82 feet; thence North $72^{\circ}21'48''$ West, 146.13 feet; thence North $12^{\circ}14'42''$ West, 111.80 feet; thence coincident with a line 50 feet east of and parallel with the west line of said Northwest Quarter, North $01^{\circ}56'24''$ West, 1,281.56 feet; thence coincident with a line 22 feet south of and parallel with the north line of said Northwest Quarter, North $88^{\circ}33'50''$ East, 88.13 feet; thence South $07^{\circ}06'30''$ West, 274.19 feet; thence South $06^{\circ}01'32''$ East, 70.18 feet; thence South $05^{\circ}29'29''$ West, 231.95 feet; thence South $01^{\circ}56'24''$ East, 165.00 feet; thence South $11^{\circ}19'57''$ East, 674.04 feet; thence South $72^{\circ}35'29''$ East, 508.40 feet; thence North $86^{\circ}53'04''$ East, 469.64 feet; thence North $61^{\circ}42'35''$ East, 64.25 feet; thence North $00^{\circ}18'19''$ East, 300.28 feet; thence North $05^{\circ}30'52''$ West, 601.02 feet; thence South $87^{\circ}49'27''$ West, 120.00 feet; thence coincident with a line 260 feet west of and parallel with the east line of the west half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 175.00 feet; thence North $87^{\circ}49'27''$ East, 120.00 feet; thence coincident with a line 140 feet west of and parallel with the east line of the west half of said Northwest Quarter North $02^{\circ}10'33''$ West, 447.18 feet to the Point of Beginning, containing 210,805 square feet, or 4.839 acres, more or less.

AND

All that part of the West Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence coincident with the south line of said Northwest Quarter, North $88^{\circ}27'34''$ East, 50.00 feet to the Point of Beginning; thence coincident with a line 50 feet east of and parallel with the west

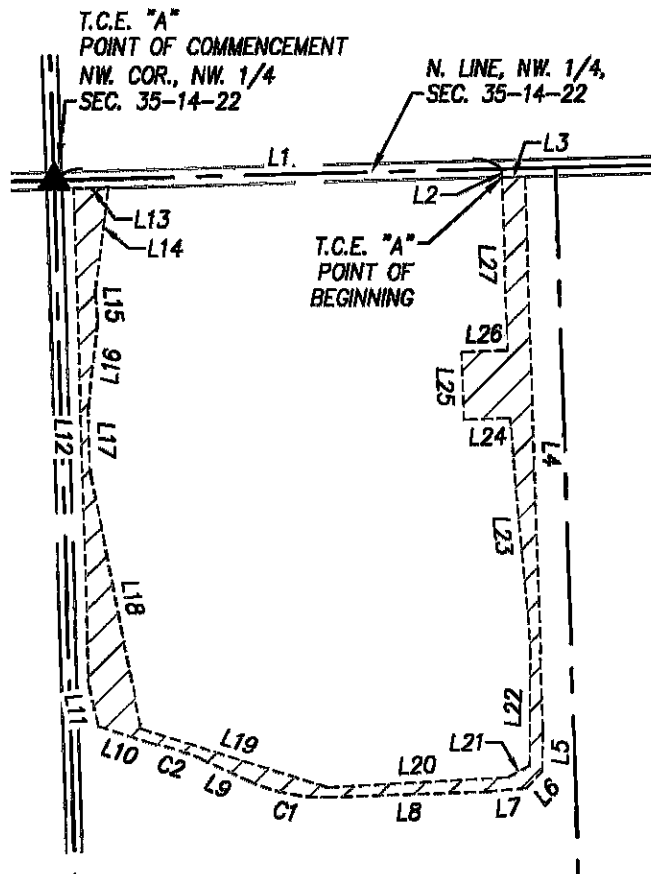
line of said Northwest Quarter, North $01^{\circ}56'24''$ West, 973.45 feet; thence North $07^{\circ}31'20''$ East, 121.66 feet; thence North $79^{\circ}38'24''$ East, 122.00 feet; thence southeasterly, along a non tangent curve to the right, said curve having a radius of 460.00 feet, a chord bearing of South $72^{\circ}34'15''$ East and a chord distance of 113.70 feet, for a distance of 113.99 feet; thence South $65^{\circ}28'18''$ East, 139.11 feet; thence southeasterly, along a curve to the left, said curve having a radius of 540.00 feet and a total angle of $26^{\circ}25'31''$, for a distance of 249.05 feet; thence North $88^{\circ}06'12''$ East, 411.38 feet; thence South $88^{\circ}33'21''$ East, 104.25 feet; thence South $54^{\circ}37'38''$ East, 61.57 feet; thence North $89^{\circ}03'28''$ East, 76.72 feet; thence North $42^{\circ}44'00''$ East, 2.40 feet; thence coincident with the east line of the west half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 37.07 feet; thence South $88^{\circ}06'12''$ West, 236.64 feet; thence North $87^{\circ}17'37''$ West, 972.27 feet; thence South $00^{\circ}20'03''$ East, 535.21 feet; thence South $05^{\circ}40'17''$ East, 230.49 feet; thence South $04^{\circ}23'59''$ West, 181.11 feet; thence South $01^{\circ}56'06''$ East, 8.65 feet; thence coincident with the south line of said Northwest Quarter, South $88^{\circ}27'34''$ West, 30.00 feet to the Point of Beginning, less that part lying in Permanent Utility Easement, containing 143,310 square feet, or 3.290 acres, more or less.

Temporary Construction Easement

Exhibit ____

 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

T.C.E. "A" CONTAINS 210,805 S.F., 4.839 Ac.



LINE TABLE	
LINE #	DIRECTION, LENGTH
L1	N88°33'52"E, 1158.77'
L2	S01°26'08"E, 22.00'
L3	N88°33'52"E, 60.00'
L4	S02°10'33"E, 1436.41'
L5	S01°15'50"W, 101.28'
L6	S42°57'49"W, 58.61'
L7	S84°44'02"W, 103.39'
L8	S88°06'12"W, 411.38'
L9	N65°28'18"W, 139.11'
L10	N72°21'48"W, 146.13'
L11	N12°14'42"W, 111.80'
L12	N01°56'24"W, 1281.56'
L13	N88°33'50"E, 88.13'
L14	S07°06'30"W, 274.19'
L15	S08°01'32"E, 70.18'
L16	S05°29'29"W, 231.95'
L17	S01°58'24"E, 185.00'
L18	S11°19'57"E, 674.04'
L19	S72°35'29"E, 508.40'
L20	N86°53'04"E, 469.64'
L21	N61°42'35"E, 64.25'
L22	N00°18'19"E, 300.28'
L23	N05°30'52"W, 601.02'
L24	S87°49'27"W, 120.00'
L25	N02°10'33"W, 175.00'
L26	N87°49'27"E, 120.00'
L27	N02°10'33"W, 447.18'



1"=500'
0 250' 500'

Assumed Bearings

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	212.15'	460.00'	26°25'31"	N78°41'03"W, 210.28'
C2	133.82'	540.00'	14°11'55"	N72°34'15"W, 133.48'

PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 2 of 5



1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

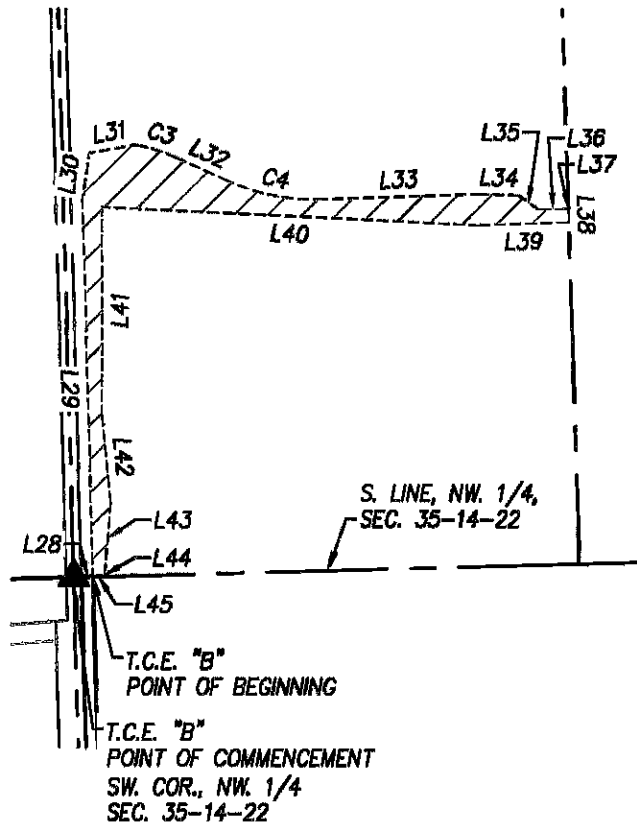
913.317.9500
WWW.RIC-CONSULT.COM

Temporary Construction Easement

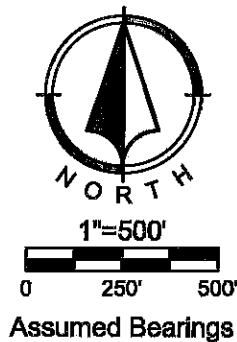
Exhibit __

 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

T.C.E. "B" CONTAINS 143,310 S.F., 3.290 Ac.



LINE TABLE	
LINE #	DIRECTION, LENGTH
L28	N88°27'34"E, 50.00'
L29	N01°56'24"W, 873.45'
L30	N07°31'20"E, 121.66'
L31	N79°38'24"E, 122.00'
L32	S85°28'18"E, 139.11'
L33	N88°06'12"E, 411.38'
L34	S88°33'21"E, 104.25'
L35	S54°37'38"E, 61.57'
L36	N89°03'28"E, 76.72'
L37	N42°44'00"E, 2.40'
L38	S02°10'33"E, 37.07'
L39	S88°06'12"W, 236.64'
L40	N87°17'37"W, 972.27'
L41	S00°20'03"E, 535.21'
L42	S05°40'17"E, 230.49'
L43	S04°23'59"W, 181.11'
L44	S01°56'06"E, 8.65'
L45	S88°27'34"W, 30.00'



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C3	113.89'	460.00'	14°11'55"	S72°34'15"E, 113.70'
C4	249.05'	540.00'	26°25'31"	S78°41'03"E, 246.85'

PARCEL ID NO.: 2F221435-1001
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

15-0106
Sheet 3 of 5



**Renaissance
Infrastructure
Consulting**

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
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DEED OF DEDICATION

This deed of dedication is made on this _____ day of _____

2015. EDGERTON LAND HOLDING COMPANY, LLC (hereinafter "Grantor"), for the consideration of \$10.00 in hand paid, sells, conveys, and deeds to the City of Edgerton, Kansas (hereinafter "Grantee"), free and clear of all liens and encumbrances, fee title to the following described real property in Johnson County, Kansas:

All that part of the Southeast Quarter of Section 27, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 02°08'30" West, 940.49; thence South 55°23'57" West, 47.41 feet to the Point of Beginning; thence continuing South 55°23'57" West, 17.46 feet; thence North 07°21'01" West, 170.95 feet; thence northerly, along a curve to the right, said curve having a radius of 1,150 feet, for a distance of 104.55 feet; thence coincident with a line 75 feet west of and parallel with the east line of said Southeast Quarter, North 02°08'30" West, 124.69 feet; thence North 11°36'14" West, 60.83 feet; thence South 87°51'30" West, 40.00 feet; thence westerly, along a curve to the right, said curve having a radius of 540, for a distance of 147.86 feet; thence North 12°29'10" East, 80.02 feet; thence easterly, along a non tangent curve to the left, said curve having a radius of 460 feet, a chord bearing of South 84°12'18" East, and a chord length of 127.03 feet, for a distance of 127.44 feet; thence North 87°51'30" East, 50.00 feet; thence coincident with a line 75 feet west of and parallel with the east line of said Southeast Quarter, North 02°08'30" West, 186.82 feet; thence northerly, along a curve to the right, said curve having a radius of 1,150 feet, for a distance of 104.55 feet; thence North 03°04'02" East, 175.31; thence northerly, along a curve to the left, said curve having a radius of 1,050 feet, for a distance of 95.45 feet; thence North 02°08'30" West, 157.35 feet; thence coincident with the southerly line of existing railroad right-of-way North 63°09'38" East, 33.02 feet; thence coincident with a line 20 feet west of and parallel with the east line of said Southeast Quarter, South 02°08'30" East, 1045.48 feet; thence South 87°51'30" West, 20.00 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Southeast Quarter South 02°08'30" East, 216.76 feet to the Point of Beginning, containing 69,253 square feet, or 1.590 acres, more or less.

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Platte) ss:

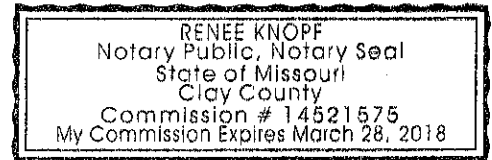
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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.

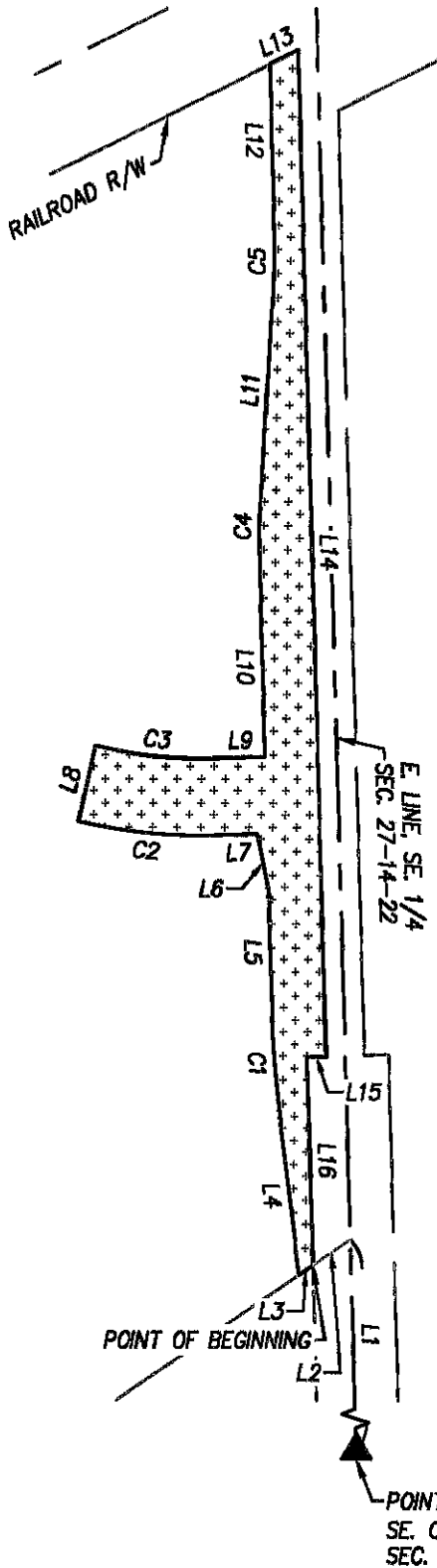
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.


Notary Public

My Appointment Expires:

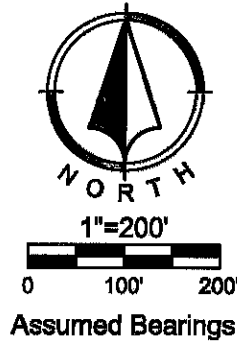
Right-of-Way

Exhibit ____



 R/W = RIGHT-OF-WAY

NEW R/W CONTAINS 69,253 S.F., 1.590 Ac



LINE TABLE	
LINE #	DIRECTION, LENGTH
L1	N02°08'30"W, 940.49'
L2	S55°23'57"W, 47.41'
L3	S55°23'57"W, 17.48'
L4	N07°21'01"W, 170.95'
L5	N02°08'30"W, 124.68'
L6	N11°36'14"W, 60.83'
L7	S87°51'30"W, 40.00'
L8	N12°29'10"E, 80.02'
L9	N87°51'30"E, 50.00'
L10	N02°08'30"W, 186.82'
L11	N03°04'02"E, 175.31'
L12	N02°08'30"W, 157.35'
L13	N63°08'38"E, 33.02'
L14	S02°08'30"E, 1045.48'
L15	S87°51'30"W, 20.00'
L16	S02°08'30"E, 216.76'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	104.55'	1150.00'	5°12'31"	N04°44'45"W, 104.51'
C2	147.88'	540.00'	15°41'19"	N84°17'50"W, 147.40'
C3	127.44'	460.00'	15°52'24"	S84°12'18"E, 127.03'
C4	104.55'	1150.00'	5°12'31"	N00°27'46"E, 104.51'
C5	95.45'	1050.00'	5°12'31"	N00°27'46"E, 95.42'

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

15-0106
Sheet 1 of 3



**Renaissance
Infrastructure
Consulting**

1158 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

913.317.9500
WWW.RIC-CONSULT.COM

City Project: Waverly Road

PERMANENT 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, inspect, alter, repair or replace public improvements associated with road and bridge construction such as embankments, slopes, grading areas, public stormwater system, drainage ditch, drainage channel and other appurtenances convenient for said public improvements, together with the storage of equipment and materials and ingress and egress, 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, inspection or operation of public improvements 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

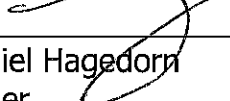
This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

EDGERTON LAND HOLDING COMPANY, LLC,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

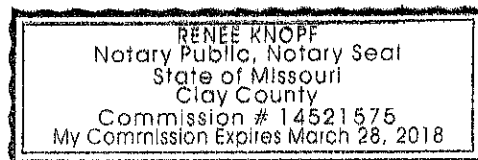
BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018



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 Southeast Quarter of Section 27, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North $02^{\circ}08'30''$ West, 940.49; thence South $55^{\circ}23'57''$ West, 64.87 feet; thence North $07^{\circ}21'01''$ West, 20.64 feet to the Point of Beginning; thence North $71^{\circ}47'25''$ West, 127.48 feet; thence North $02^{\circ}37'20''$ East, 396.12 feet; thence easterly, along a non tangent curve to the left, said curve having a radius of 540 feet and a chord bearing of North $88^{\circ}49'32''$ East, 18.23 feet, for a distance of 18.23 feet; thence North $87^{\circ}51'30''$ East, 40.00 feet; thence South $11^{\circ}36'14''$ East, 60.83 feet; thence South $02^{\circ}08'30''$ East, 124.69 feet; thence southerly, along a curve to the left, said curve having a radius of 1,150 feet, for a distance of 104.55 feet; thence South $07^{\circ}21'01''$ East, 150.31 feet to the Point of Beginning, containing 36,838 square feet, or 0.846 acres, more or less.

City Project: Waverly Road

PERMANENT ACCESS 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 for ingress and egress, 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 access 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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 6th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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

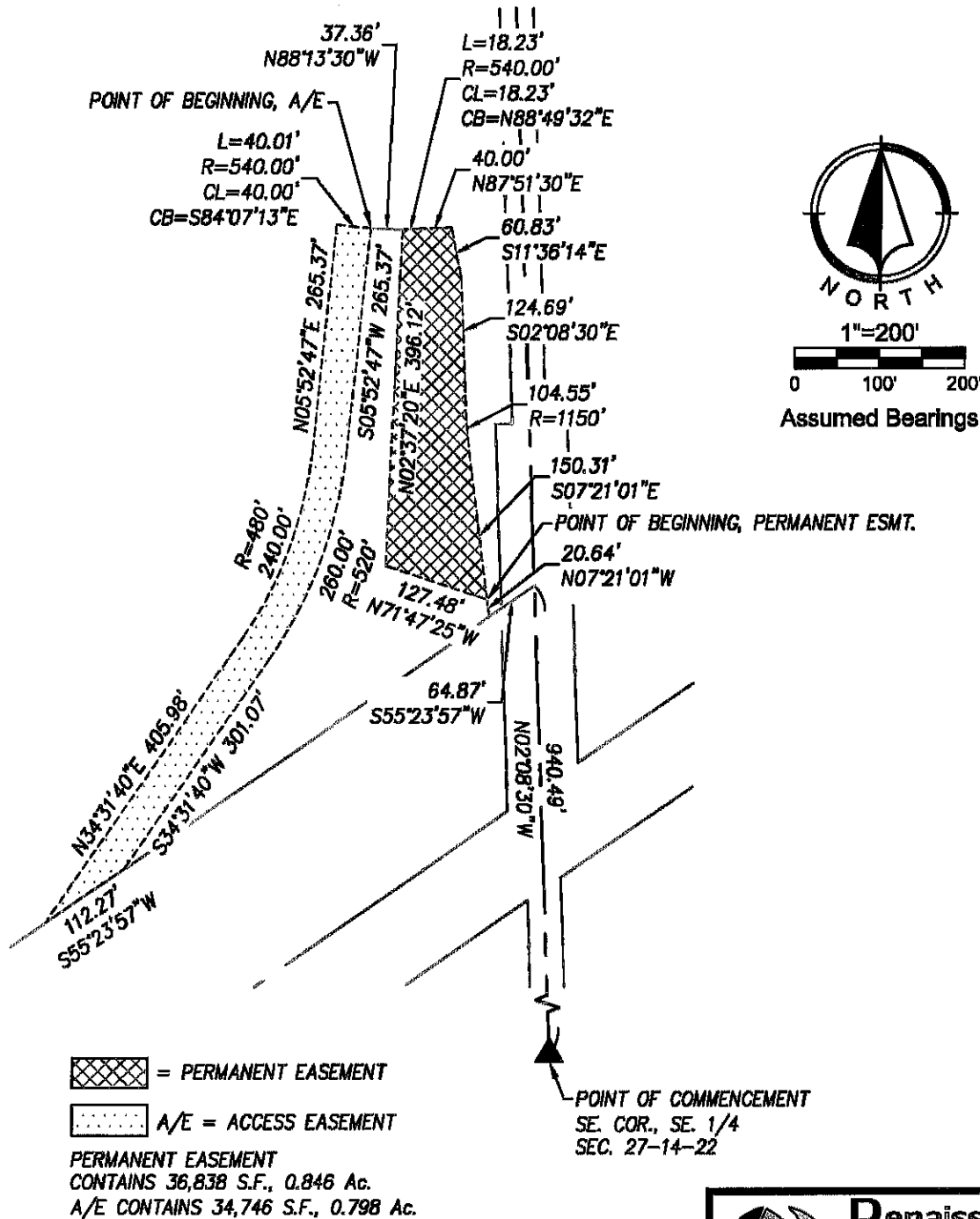
DESCRIPTION:

All that part of the Southeast Quarter of Section 27, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 02°08'30" West, 940.49; thence South 55°23'57" West, 64.87 feet; thence North 07°21'01" West, 20.64 feet; thence North 71°47'25" West, 127.48 feet; thence North 02°37'20" East, 396.12 feet; thence North 88°13'30" West, 37.36 feet to the Point of Beginning; thence South 05°52'47" West, 265.37 feet; thence southwesterly, along a curve to the right, said curve having a radius of 520 feet, for a distance of 260.00 feet; thence South 34°31'40" West, 301.07 feet; thence South 55°23'57" West, 112.27 feet; thence North 34°31'40" East, 405.98 feet; thence northeasterly, along a curve to the left, said curve having a radius of 480 feet, for a distance of 240.00 feet; thence North 05°52'47" East, 265.37 feet; thence easterly, along a non tangent curve to the left, said curve having a radius of 540 feet, a chord bearing of South 84°07'13" East, and a chord length of 40.00 feet, for a distance of 40.01 feet to the Point of Beginning, containing 34,746.00 square feet, or 0.798 acres, more or less.

Permanent Easement & Permanent Access Easement

Exhibit ____



PARCEL ID NO.:
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 No. Waverly Road

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,
a Kansas limited liability company

By: NORTHPOINT DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/6/15

GRANTEE:

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Platte)

BE IT REMEMBERED, That on this 26th day of August 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nathaniel Hagedorn, the manager of NorthPoint Development, LLC, the manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed as such manager 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.

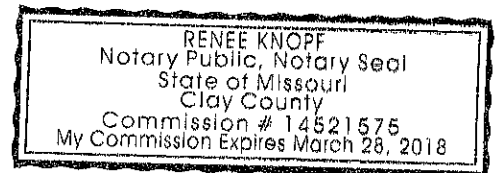
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Renee Knopf
Notary Public

My Appointment Expires:

March 28, 2018

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

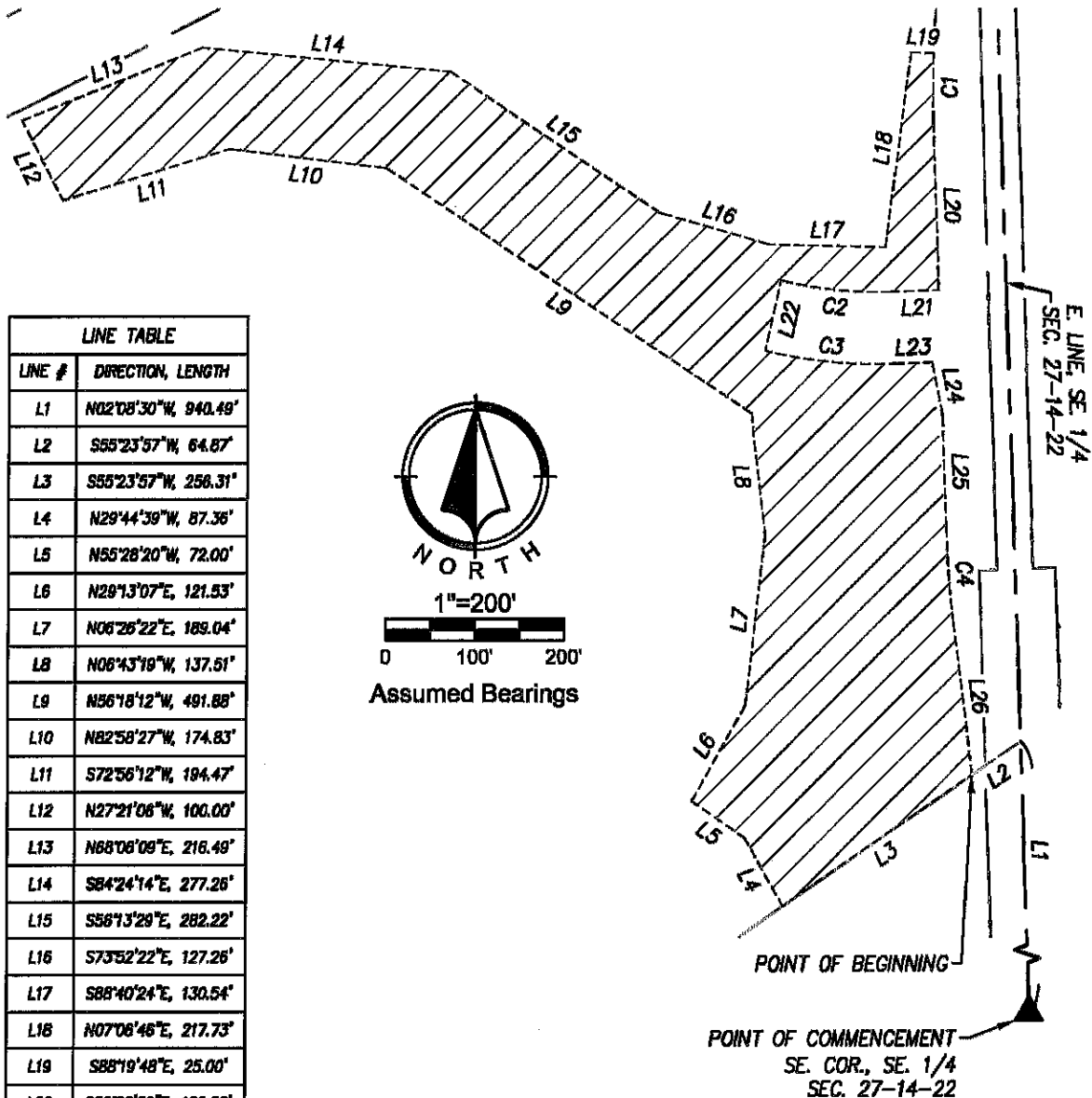
DESCRIPTION:

All that part of the Southeast Quarter of Section 27, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

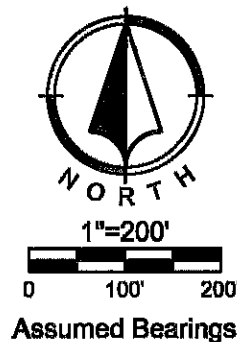
Commencing at the southeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, North 02°08'30" West, 940.49; thence South 55°23'57" West, 64.87 feet to the Point of Beginning; thence South 55°23'57" West, 256.31 feet; thence North 29°44'39" West, 87.36 feet; thence North 55°28'20" West, 72.00 feet; thence North 29°13'07" East, 121.53 feet; thence North 06°26'22" East, 189.04 feet; thence North 06°43'19" West, 137.51 feet; thence North 56°18'12" West, 491.88 feet; thence North 82°58'27" West, 174.83 feet; thence South 72°56'12" West, 194.47 feet; thence North 27°21'06" West, 100.00 feet; thence North 68°06'09" East, 216.49 feet; thence South 84°24'14" East, 277.26 feet; thence South 56°13'29" East, 282.22 feet; thence South 73°52'22" East, 127.26 feet; thence South 88°40'24" East, 130.54 feet; thence North 07°06'46" East, 217.73 feet; thence South 88°19'48" East, 25.00 feet; thence southerly, along a non tangent curve to the left, said curve having a radius of 1,150 feet, a chord bearing of South 00°14'09" East and a chord length of 76.49 feet, for a distance of 76.50 feet; thence South 02°08'30" East, 186.82 feet; thence South 87°51'30" West, 50.00 feet; thence westerly, along a curve to the right, said curve having a radius of 460 feet, for a distance of 127.44 feet; thence South 12°29'10" West, 80.02 feet; thence easterly, along a non tangent curve to the left, said curve having a radius of 540 feet, a chord bearing of South 84°17'50" East and a chord length of 147.40 feet, for a distance of 147.86 feet; thence North 87°51'30" East, 40.00 feet; thence South 11°36'14" East, 60.83 feet; thence South 02°08'30" East, 124.69 feet; thence southerly, along a curve to the left, said curve having a radius of 1,150 feet, for a distance of 104.55 feet; thence South 07°21'01" East, 170.95 feet to the Point of Beginning, containing 253,209 square feet, or 5.813 acres, more or less.


Temporary Construction Easement

Exhibit ____



LINE TABLE	
LINE #	DIRECTION, LENGTH
L1	N02°08'30"W, 940.49'
L2	S55°23'57"W, 64.87'
L3	S55°23'57"W, 256.31'
L4	N29°44'39"W, 87.36'
L5	N55°26'20"W, 72.00'
L6	N29°13'07"E, 121.53'
L7	N06°26'22"E, 189.04'
L8	N06°43'19"W, 137.51'
L9	N56°18'12"W, 491.88'
L10	N82°58'27"W, 174.83'
L11	S72°56'12"W, 184.47'
L12	N27°21'08"W, 100.00'
L13	N68°08'09"E, 216.48'
L14	S84°24'14"E, 277.26'
L15	S56°13'29"E, 282.22'
L16	S73°52'22"E, 127.26'
L17	S88°40'24"E, 130.54'
L18	N07°08'46"E, 217.73'
L19	S88°19'48"E, 25.00'
L20	S02°08'30"E, 186.82'
L21	S87°51'30"W, 50.00'
L22	S12°29'10"W, 80.02'
L23	N87°51'30"E, 40.00'
L24	S11°36'14"E, 80.83'
L25	S02°08'30"E, 124.69'
L26	S07°21'01"E, 170.95'



 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
T.C.E. CONTAINS 253,209 S.F., 5.813 Ac.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	76.50'	1150.00'	3°48'42"	S00°14'09"E, 76.49'
C2	127.44'	460.00'	15°52'24"	N84°12'18"W, 127.03'
C3	147.86'	540.00'	15°41'19"	S84°17'50"E, 147.40'
C4	104.55'	1150.00'	5°12'31"	S04°44'45"E, 104.51'

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

15-0106
Sheet 3 of 3



**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. CF221426-2002

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 24th day of July, 2015, by and between **KANSAS CITY POWER & LIGHT COMPANY**, a Missouri corporation, 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 December 31, 2017, 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:

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Printed Name: Joseph Jacobs

Title: DIRECTOR Administrative Services & Planning

Street Address: 1200 Main

City, State & Zip: KC Mo 64105

GRANTEE:

CITY OF EDGERTON, KANSAS,

A Municipal Corporation

By: _____

Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

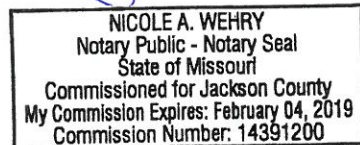
BE IT REMEMBERED, That on this 24th day of July 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph Jacobz (Name), Director Administration (Title) of KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, who is personally known to me to be the 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.

Nicole A. Wehry
Notary Public

My Appointment Expires:

Feb. 4 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

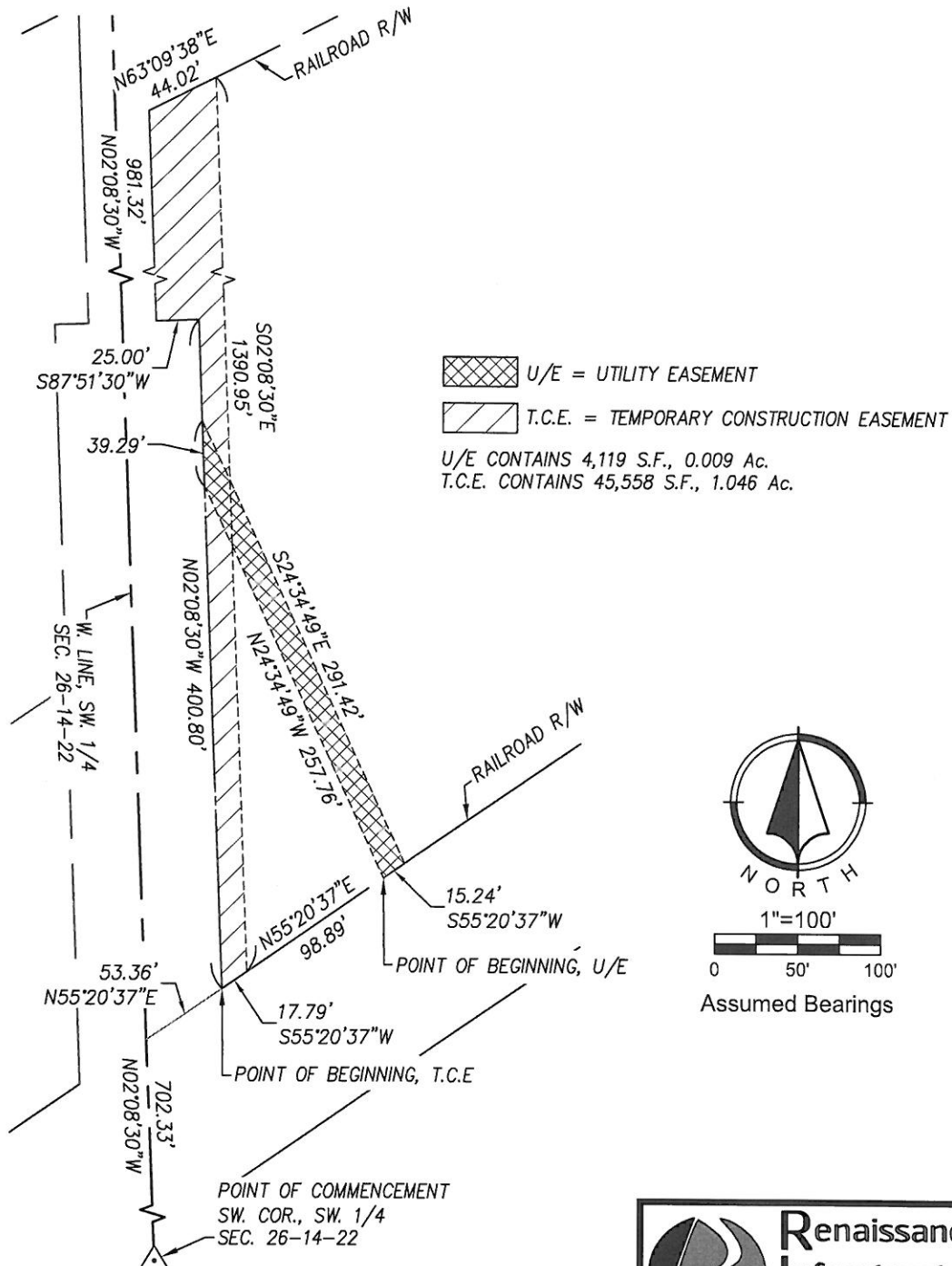
DESCRIPTION:

All that part of the Southwest Quarter of Section 26, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence coincident with the west line of said Southwest Quarter, North $02^{\circ}08'30''$ West, 702.33 feet; thence coincident with the northerly line of existing railroad right-of-way, North $55^{\circ}20'37''$ East, 55.36 feet to the Point of Beginning; thence coincident with a line 45 feet east of and parallel with the west line of said Southwest Quarter, North $02^{\circ}08'30''$ West, 400.80 feet; thence South $87^{\circ}51'30''$ West, 25.00 feet; thence coincident with a line 20 feet east of and parallel with the west line of said Southwest Quarter, North $02^{\circ}08'30''$ West, 981.32 feet; thence coincident with the southerly line of existing railroad right-of-way, North $63^{\circ}09'38''$ East, 44.02 feet; thence coincident with a line 60 feet east of and parallel with the west line of said Southwest Quarter, South $02^{\circ}08'30''$ East, 1,390.95 feet; thence coincident with the northerly line of existing railroad right-of-way, South $55^{\circ}20'37''$ West, 17.79 feet to the Point of Beginning, containing 45,558 square feet, or 1.046 acres, more or less.

Permanent Utility Easement & Temporary Construction Easement

Exhibit ____



PARCEL ID NO.: CF221426-2002
OWNER: KANSAS CITY POWER
AND LIGHT COMPANY

15-0106
Sheet 1 of 1



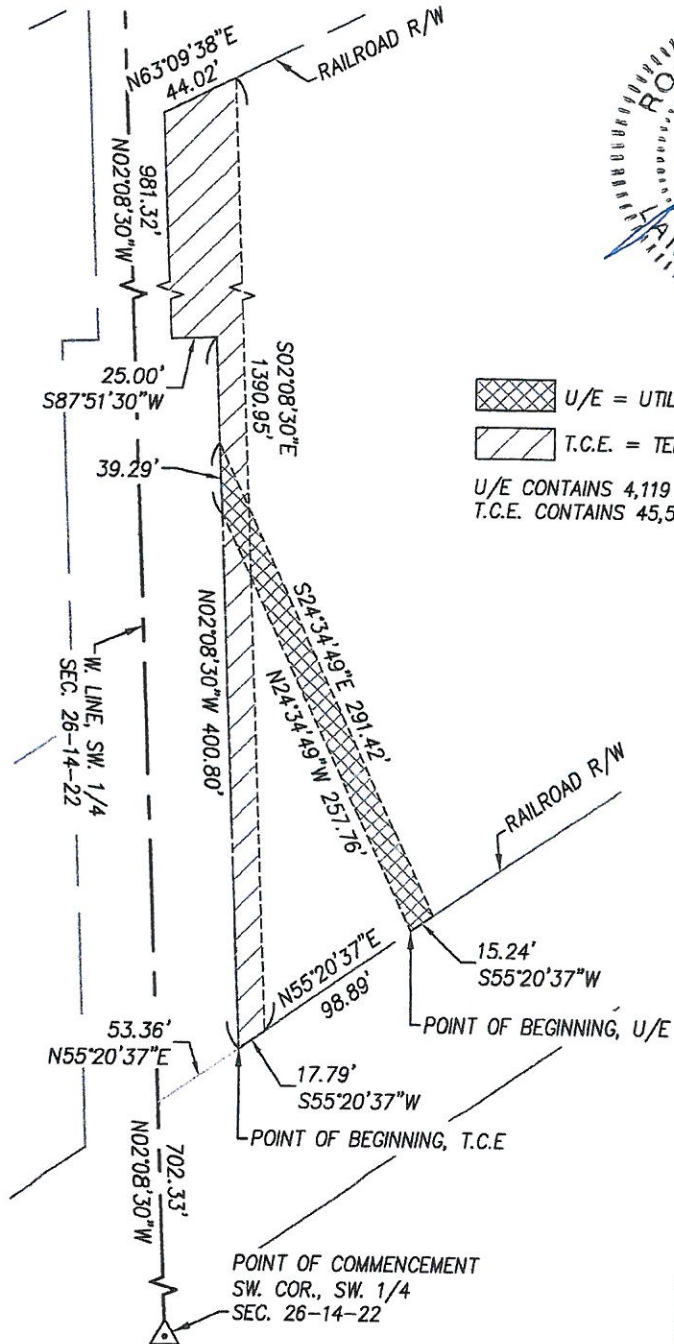
Renaissance
Infrastructure
Consulting

1138 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103

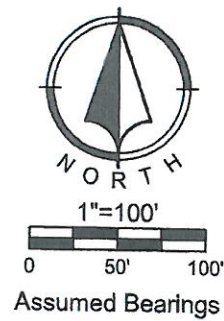
913.317.9500
WWW.RIC-CONSULT.COM

Permanent Utility Easement & Temporary Construction Easement

Exhibit



U/E = UTILITY EASEMENT
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 U/E CONTAINS 4,119 S.F., 0.009 Ac.
 T.C.E. CONTAINS 45,558 S.F., 1.046 Ac.



PARCEL ID NO.: CF221426-2002
 OWNER: KANSAS CITY POWER
 AND LIGHT COMPANY

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

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider the 2016 Recommended Budget

Department: Administration

Background/Description of Item: In May, June and July, Edgerton City Council held several work sessions to develop the recommended 2016 budget. Staff will recap the recommended budget during the official public hearing held on August 13th as required by state law. Enclosed is the required notice published in the Gardner News on July 29, 2015.

Enclosure: Public Hearing Notice

Related Ordinance(s) or Statute(s):

Recommendation: Approve the 2016 Recommended Budget

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 10, 2015

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Amendment to 2015 Budget – Special Highway Fund

Department: Administration

Background/Description of Item: In conjunction with the development of the 2016 Budget, staff identified the need to amend the 2015 Budget for the Special Highway Fund only. Two projects in the Special Highway Fund exceeded the original cost estimates. These projects were the 7th Street/8th Street Cut Outs and CARS Overlay Project for Edgerton Road/207th Street. The increase in expenditure requires the City to amend the 2015 Budget to allow for additional expenditure authority. Enclosed is the required notice published in the Gardner News on July 29, 2015.

Enclosure: Public Hearing Notice

Related Ordinance(s) or Statute(s):

Recommendation: Approve the Amendment to 2015 Budget – Special Highway Fund

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: August 10, 2015

2015

**Notice of Budget Hearing for Amending the
2015 Budget**

The governing body of

Edgerton

will meet on the day of August 13, 2015 at 7:00 P.M. at City Hall, 404 E. Nelson, Edgerton, KS 66021 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 404 E. Nelson, Edgerton, KS 66021
and will be available at this hearing.

Summary of Amendments

Fund	2015 Adopted Budget			2015 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Highway			100,453	160,984
			0	0
			0	0
			0	0
			0	0
			0	0

Beth Linn

Official Title: City Administrator