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: _______
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: 8/16/15

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: ________________________________
Beth Linn, City Administrator

ATTEST:

______________________________
Janeice Rawles, City Clerk
(SEAL)
ACKNOWLEDGMENT

STATE OF Missouri  )
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.

[Signature]
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.

[Signature]
Notary Public

My Appointment Expires:
R/W = RIGHT-OF-WAY

R/W "A" CONTAINS 1,135 S.F., 0.028 Ac.
R/W "B" CONTAINS 110,585 S.F., 2.539 Ac.

R/W "B" POINT OF BEGINNING

R/W "A" POINT OF BEGINNING

NORTH

1"=500'

0 250' 500'

Assumed Bearings

PARCEL ID NO.: 8F221A34-4014
OWNER: EDGERTON LAND
HOLDING COMPANY, LLC

Renaissance Infrastructure Consulting

15-0106
Sheet 1 of 4

1135 West Cambridge Circle Drive
Kansas City, Kansas 66103
www.rc-consult.com

913.317.9500
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: Nathaniel Hagedorn
Name: Manager
Title: 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 60th 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.

[Signature]
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 JANICE 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.

[Signature]
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.
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.
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 60th 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.

[Signature]
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 JANICE 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.

[Signature]
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

\[ U/E = \text{UTILITY EASEMENT} \]

\[ U/E \text{ CONTAINS 36,415 S.F., 0.836 Ac.} \]
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 Missouri )
COUNTY OF Platte ) ss:

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.

[Signature]
Notary Public

My Appointment Expires:

March 26, 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.

[Signature]
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.
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 )
COUNTY OF JOHNSON ) 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.

__________________________
Notary Public

My Appointment Expires:
______________ 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 JANICE 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:
R/W = RIGHT-OF-WAY

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

Assumed Bearings

PARCEL ID NO.: BF221434-4014
OWNER: EDCERTON LAND HOLDING COMPANY, LLC
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 KANSAS  )
      ) ss:
COUNTY OF JOHNSON  )

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.

[Signature]
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.

[Signature]
Notary Public

My Appointment Expires:
Permanent Drainage Easement

D/E = DRAINAGE EASEMENT
D/E "A" CONTAINS 3,775 S.F., 0.087 AC.
D/E "B" CONTAINS 17,041 S.F., 0.391 AC.

Assumed Bearings

POINT OF COMMENCEMENT
SE. COR., SE. 1/4
SEC. 34-14-22

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

GRANTEE:

CITY OF EDGERTON, KANSAS, A Municipal Corporation

By: Beth Linn, City Administrator

ATTEST:

__________________________
Janeice Rawles, City Clerk

(SEAL)
ACKNOWLEDGMENT

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

BE IT REMEMBERED, That on this 60th 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.

[Signature]
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.

[Signature]
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 77°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°08'32" West, 80.14 feet; thence North 01°50'58" West, 36.99 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, 120.02 feet; thence North 54°52'08" East 59.46 feet; thence North 88°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°56'06" East, 574.10 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 75,789 square feet, or 1.740 acres, more or less.
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: 8/16/15
GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____________________________
    Beth Linn, City Administrator

ATTEST:

_____________________________
Janeice Rawles, City Clerk

(SEAL)
ACKNOWLEDGMENT

STATE OF KANSAS )

) 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.

Notary Public

My Appointment Expires: 

March 29, 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 JANICE RAWLIES, 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 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: 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 )
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.

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 JANICE 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

POINT OF COMMENCEMENT
NW. COR., NW. 1/4
SEC. 35-14-22

N. LINE, NW. 1/4,
SEC. 35-14-22

N88°33'52"E
50.20'

S01°28'08"E
88.13'

POINT OF BEGINNING

NORTH

1"=100'

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

Assumed Bearings

PERMANENT EASEMENT
CONTAINS 21,462 S.F., 0.493 AC.

PERMANENT EASEMENT

Renaissance Infrastructure Consulting
15-0106
Sheet 5 of 5
KANSAS CITY, KANSAS 66103
www.nc-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 spill-over 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 Grantee, its 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

COUNTY OF PLATTE

BE IT REMEMBERED, That on this 60th 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.

My Appointment Expires: March 28, 2018

RENEE KNOFF
Notary Public

RENEE KNOFF
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 14521575
My Commission 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°33'52" East, 145.90 feet; thence South 01°26'08" East, 22.00 feet to the Point of Beginning; thence South 07°06'32" West, 372.85 feet; thence South 88°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.
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: [Signature]
Name: Nathaniel Hagedorn
Title: Manager
Date: 2/16/15
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.

[Signature]
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.

[Signature]
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°33'52" East, 161.07 feet; thence South 01°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°06'32" West, 387.91 feet; thence South 88°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°56'24" East, 897.05 feet; thence South 12°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°27'34" East, 55.00 feet to the Point of Beginning; thence North 01°56'24" West, 973.90 feet; thence North 07°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

POINT OF COMMENCEMENT
NW. COR., NW. 1/4
SEC. 35-14-22
N88°33'52"E
N88°33'52"E
N88°33'52"E
15.17'

N. LINE, NW. 1/4,
SEC. 35-14-22

145.90'
22.00'
S01°26'08"E
S01°26'08"E

POINT OF BEGINNING, U/E "A"

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.

Assumed Bearings

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

Renaissance
Infrastructure
Consulting

15-0106
Sheet 4 of 5
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 Hagadorn
Title: Manager
Date: 8/4/15
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.

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 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; 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°10'33'' East, 228.41 feet to the Point of Beginning; thence continuing South 02°10'33'' East, 30.00 feet; thence South 87°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°10'33'' West, 30.00 feet; thence North 87°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°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°10'33'' East, 563.41 feet to the Point of Beginning; thence continuing South 02°10'33'' East, 30.00 feet; thence South 87°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°10'33'' West, 30.00 feet; thence North 87°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

D/E = DRAINAGE EASEMENT

D/E "A" CONTAINS 1,590 S.F., 0.037 Ac.
D/E "B" CONTAINS 1,590 S.F., 0.037 Ac.

Assumed Bearings

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

Renaissance Infrastructure Consulting
15-0106 Sheet 1 of 5
134 West Cambridge Circle Drive 912.517.9600
KANSAS CITY, KANSAS 66103 www.rei-consult.com
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: [Signature]
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 )
COUNTY OF Platte ) ss:

BE IT REMEMBERED, That on this 10th 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.

[Signature]
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.

[Signature]
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, 1,158.77 feet; thence South 01°26'08" East, 22.00 to the Point of Beginning; thence parallel with the north line of said Northwest Quarter, North 88°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°10'33" East, 1,436.41 feet; thence South 01°15'50" West, 101.28 feet; thence South 42°57'49" West, 58.61 feet; thence South 84°44'02" West, 103.39 feet; thence South 88°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°25'31", for a distance of 212.15 feet; thence North 65°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°11'55", for a distance of 133.82 feet; thence North 72°21'48" West, 146.13 feet; thence North 12°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°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°33'50" East, 88.13 feet; thence South 07°06'30" West, 274.19 feet; thence South 06°01'32" East, 70.18 feet; thence South 05°29'29" West, 231.95 feet; thence South 01°56'24" East, 165.00 feet; thence South 11°19'57" East, 674.04 feet; thence South 72°35'29" East, 508.40 feet; thence North 86°53'04" East, 469.64 feet; thence North 61°42'35" East, 64.25 feet; thence North 00°18'19" East, 300.28 feet; thence North 05°30'52" West, 601.02 feet; thence South 87°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°10'33" West, 175.00 feet; thence North 87°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°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°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°56'24" West, 973.45 feet; thence North 07°31'20" East, 121.66 feet; thence North 79°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°34'15" East and a chord distance of 113.70 feet, for a distance of 113.99 feet; thence South 65°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°25'31", for a distance of 249.05 feet; thence North 88°06'12" East, 411.38 feet; thence South 88°33'21" East, 104.25 feet; thence South 54°37'38" East, 61.57 feet; thence North 89°03'28" East, 76.72 feet; thence North 42°44'00" East, 2.40 feet; thence coincident with the east line of the west half of said Northwest Quarter, South 02°10'33" East, 37.07 feet; thence South 88°06'12" West, 236.64 feet; thence North 87°17'37" West, 972.27 feet; thence South 00°20'03" East, 535.21 feet; thence South 05°40'17" East, 230.49 feet; thence South 04°23'59" West, 181.11 feet; thence South 01°56'06" East, 8.65 feet; thence coincident with the south line of said Northwest Quarter, South 88°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.
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

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

LINE TABLE

<table>
<thead>
<tr>
<th>LINE #</th>
<th>DIRECTION</th>
<th>LENGTH</th>
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<td>L2</td>
<td>S01°29'08&quot;E, 22.00'</td>
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<td>L11</td>
<td>N02°14'42&quot;W, 111.80'</td>
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<tr>
<td>L12</td>
<td>N01°58'29&quot;W, 1281.38'</td>
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<tr>
<td>L13</td>
<td>N08°33'30&quot;W, 58.15'</td>
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<tr>
<td>L14</td>
<td>S07°05'30&quot;W, 234.19'</td>
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<td>L15</td>
<td>S08°01'32&quot;W, 70.18'</td>
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<tr>
<td>L16</td>
<td>S09°29'29&quot;W, 231.03'</td>
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<td>L17</td>
<td>S01°55'24&quot;W, 165.00'</td>
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</tr>
<tr>
<td>L18</td>
<td>N11°10'57&quot;E, 674.04'</td>
<td></td>
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<tr>
<td>L19</td>
<td>S72°35'29&quot;E, 593.40'</td>
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<tr>
<td>L20</td>
<td>N08°53'04&quot;E, 489.64'</td>
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<tr>
<td>L21</td>
<td>S61°42'35&quot;E, 81.25'</td>
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<td>L22</td>
<td>N06°15'19&quot;E, 300.38'</td>
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<td>L23</td>
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<td>L24</td>
<td>S87°48'27&quot;W, 120.00'</td>
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<td>N02°10'33&quot;W, 175.00'</td>
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<td>L27</td>
<td>N02°10'33&quot;W, 447.16'</td>
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CURVE TABLE

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<th>RADIUS</th>
<th>DELTA</th>
<th>CHORD</th>
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<tr>
<td>C1</td>
<td>212.15'</td>
<td>469.00'</td>
<td>28°36'31&quot;</td>
<td>N78°41'03&quot;W, 210.28'</td>
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<tr>
<td>C2</td>
<td>133.65'</td>
<td>540.00'</td>
<td>1471'35&quot;</td>
<td>N72°34'15&quot;W, 133.48'</td>
</tr>
</tbody>
</table>

Assumed Bearings

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

Renaissance Infrastructure Consulting
1130 West Cambridge Circle Drive
Kansas City, Kansas 66113
913-377-9500
www.ric-consult.com
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

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

LINE TABLE

<table>
<thead>
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<td>L28</td>
<td>N80°27'34&quot;W, 50.00'</td>
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<tr>
<td>L29</td>
<td>N07°56'24&quot;W, 973.45'</td>
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<td>L30</td>
<td>N07°51'20&quot;W, 121.65'</td>
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<td>L31</td>
<td>N79°39'24&quot;W, 122.00'</td>
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<tr>
<td>L32</td>
<td>S85°28'16&quot;E, 138.11'</td>
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<tr>
<td>L33</td>
<td>N86°18'12&quot;E, 411.38'</td>
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<td>L34</td>
<td>S86°33'21&quot;E, 104.25'</td>
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<td>L35</td>
<td>S54°37'30&quot;E, 81.57'</td>
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<td>L36</td>
<td>N44°44'00&quot;E, 2.40'</td>
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<td>L37</td>
<td>S52°52'35&quot;E, 37.67'</td>
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<td>S88°06'12&quot;W, 238.64'</td>
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<td>L39</td>
<td>N07°17'37&quot;W, 972.27'</td>
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<td>L40</td>
<td>S07°20'03&quot;E, 533.21'</td>
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<td>L44</td>
<td>S88°27'34&quot;W, 30.00&quot;</td>
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CURVE TABLE

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<th>DELTA</th>
<th>CHORD</th>
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<tr>
<td>C3</td>
<td>113.59'</td>
<td>460.00'</td>
<td>141135'</td>
<td>52'34'15&quot;E, 113.70'</td>
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<tr>
<td>C4</td>
<td>249.85'</td>
<td>540.00'</td>
<td>291253'</td>
<td>578'45'33&quot;E, 249.85&quot;</td>
</tr>
</tbody>
</table>

Assumed Bearings
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: 

GRANTEE:

CITY OF EDGERTON, KANSAS,  
A Municipal Corporation

By: ________________________________  
Beth Linn, City Administrator

ATTEST:

______________________________  
Janeice Rawles, City Clerk

(SEAL)
STATE OF Missouri )
COUNTY OF Platte ) ss:

BE IT REMEMBERED, That on this 10th 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.

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 JANICE 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.

My Appointment Expires:

_________________________________
**Right-of-Way**

*R/W = RIGHT-OF-WAY*

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

**LINE TABLE**

<table>
<thead>
<tr>
<th>LINE #</th>
<th>DIRECTION, LENGTH</th>
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<tbody>
<tr>
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<td>L2</td>
<td>S55°23'37&quot;W, 47.44'</td>
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<tr>
<td>L3</td>
<td>S55°23'37&quot;W, 17.48'</td>
</tr>
<tr>
<td>L4</td>
<td>NO7°21'01&quot;W, 170.92'</td>
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<td>L5</td>
<td>NO23°06'00&quot;W, 124.68'</td>
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<td>L6</td>
<td>N11°36'14&quot;W, 60.83'</td>
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<td>L7</td>
<td>S6°31'30&quot;W, 40.00'</td>
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<tr>
<td>L8</td>
<td>N12°29'46&quot;W, 80.02'</td>
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<td>L9</td>
<td>N6°35'56&quot;W, 50.00'</td>
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<td>L10</td>
<td>NO23°06'00&quot;W, 186.82'</td>
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<tr>
<td>L11</td>
<td>NO3°44'22&quot;W, 173.31'</td>
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<tr>
<td>L12</td>
<td>NO23°06'00&quot;W, 157.35'</td>
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<td>L13</td>
<td>NO3°44'22&quot;W, 53.02'</td>
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<tr>
<td>L14</td>
<td>SO20°03'00&quot;W, 1043.66'</td>
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<td>L15</td>
<td>S6°31'30&quot;W, 20.00'</td>
</tr>
<tr>
<td>L16</td>
<td>S0°36'03&quot;W, 216.76'</td>
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**CURVE TABLE**

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<td>1150.00'</td>
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<td>NO23°06'00&quot;W, 104.51'</td>
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<td>C2</td>
<td>147.26'</td>
<td>540.00'</td>
<td>154179&quot;</td>
<td>NO41°17'50&quot;W, 147.40'</td>
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<td>C3</td>
<td>197.44'</td>
<td>460.00'</td>
<td>1932'24&quot;</td>
<td>S6°31'30&quot;W, 137.03'</td>
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<tr>
<td>C4</td>
<td>104.55'</td>
<td>1150.00'</td>
<td>512'31&quot;</td>
<td>NO23°06'00&quot;W, 104.51'</td>
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<tr>
<td>C5</td>
<td>85.45'</td>
<td>1050.00'</td>
<td>512'31&quot;</td>
<td>NO23°06'00&quot;W, 85.42'</td>
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</table>

**PARCEL ID NO.:**

**OWNER: EDGERTON LAND HOLDING COMPANY, LLC**

**15-0106**

**Sheet 1 of 3**

**Renaissance Infrastructure Consulting**

**125 West Cambridge Circle Drive**

**Kansas City, Kansas 66103**

**913.377.0500**

**www.roc-consult.com**
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: [Signature]
Name: Nathaniel Hagedorn
Title: Manager
Date: 8/1/15
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.

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 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 to the Point of Beginning; thence North 71°47'25" West, 127.48 feet; thence North 02°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°49'32" East, 18.23 feet, for a distance of 18.23 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, 150.31 feet to the Point of Beginning, containing 36,838 square feet, or 0.846 acres, more or less.
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: 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 16th 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.

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 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

POINT OF BEGINNING, A/E:
L=40.01'
R=540.00'
CL=40.00'
CB=S84°07'13"E

37.36'
N88°13'30"W

L=18.23'
R=540.00'
CL=18.23'
CB=N86°49'32"E

40.00'
N87°51'30"E

60.83'
S11°38'14"E

124.69'
S02°08'30"E

104.55'
R=1150'

150.31'
S07°21'01"E

POINT OF BEGINNING, PERMANENT ESMT.

20.64'
N07°21'01"W

127.45'
N77°47'25"W

64.87'
S55°23'57"W

POINT OF COMMENCEMENT
SE. COR., SE. 1/4
SEC. 27-14-22

PARCEL ID NO.: 15-0106
OWNER: EDGERTON LAND HOLDING COMPANY, LLC

1056 WEST CAMBRIDGE CIRCLE DRIVE
KANSAS CITY, KANSAS 66103
913.367.9557
WWW.RI-INF.COM

= PERMANENT EASEMENT
A/E = ACCESS EASEMENT

PERMANENT EASEMENT
CONTAINS 36,838 S.F., 0.846 Ac.
A/E CONTAINS 34,746 S.F., 0.798 Ac.
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
COUNTY OF Platte ss:

BE IT REMEMBERED, That on this 10th 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.

[Signature]
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 JANICE 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.

[Signature]
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°09'30" 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.
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

T.C.E. CONTAINS 253,209 S.F., 5.813 AC.
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 64101

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 JACKSON ) ss:

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 JOS. H. JONES (Name), Dir. 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.

Notary Public

My Appointment Expires:

Feb. 4, 2019

ACKNOWLEDGMENT

STATE OF KANSAS )
COUNTY OF JOHNSON ) ss:

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

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

Notary Public

My Appointment Expires:
EXHIBIT A

DESCRIPTION:

All that part of the 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°08'30" West, 702.33 feet; thence coincident with the northerly line of existing railroad right-of-way, North 55°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°08'30" West, 400.80 feet; thence South 87°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°08'30" West, 981.32 feet; thence coincident with the southerly line of existing railroad right-of-way, North 63°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°08'30" East, 1,390.95 feet; thence coincident with the northerly line of existing railroad right-of-way, South 55°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

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.

Assumed Bearings

Renaissance Infrastructure Consulting

Parcel ID No.: CF221426-2002
Owner: Kansas City Power and Light Company

15-0108
Sheet 1 of 1
**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
**NOTICE OF BUDGET HEARING**

The governing body of **Edgerton**

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

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

**BUDGET SUMMARY**


Estimated Tax Rate is subject to change depending on the final assessed valuation.

<table>
<thead>
<tr>
<th>FUND</th>
<th>Prior Year Actual for 2014</th>
<th>Current Year Estimate for 2015</th>
<th>Proposed Budget Year for 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual Expenditures</td>
<td>Actual Expenditures</td>
<td>Budget Authority for Expenditures</td>
</tr>
<tr>
<td>General</td>
<td>2,269,260</td>
<td>2,375,472</td>
<td>3,947,650</td>
</tr>
<tr>
<td>Debt Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Highway</td>
<td>48,874</td>
<td>160,984</td>
<td>90,072</td>
</tr>
<tr>
<td>Special Parks &amp; Recreation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Utility</td>
<td>388,041</td>
<td>433,151</td>
<td>686,863</td>
</tr>
<tr>
<td>Sewer Utility</td>
<td>365,471</td>
<td>319,461</td>
<td>390,619</td>
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<tr>
<td>Non-Budgeted Funds-A</td>
<td>416,176</td>
<td></td>
<td></td>
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<tr>
<td>Non-Budgeted Funds-B</td>
<td>26,201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Budgeted Funds-C</td>
<td>1,614,371</td>
<td></td>
<td></td>
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<tr>
<td>Non-Budgeted Funds-D</td>
<td>43,883</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>5,172,277</td>
<td>3,389,121</td>
<td>5,644,268</td>
</tr>
<tr>
<td>Less: Transfers</td>
<td>491,656</td>
<td>409,219</td>
<td>472,021</td>
</tr>
<tr>
<td>Net Expenditure</td>
<td>4,680,621</td>
<td>2,979,902</td>
<td>5,172,247</td>
</tr>
<tr>
<td>Total Tax Levied</td>
<td>933,449</td>
<td>1,354,165</td>
<td>XXXXXXXXXXXXXXXXXXX</td>
</tr>
<tr>
<td>Assessed Valuation</td>
<td>25,285,301</td>
<td>39,558,962</td>
<td>43,956,378</td>
</tr>
<tr>
<td>Outstanding Indebtedness, January 1</td>
<td>3,600,000</td>
<td>3,600,000</td>
<td>3,600,000</td>
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<tr>
<td>Revenue Bonds</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>10,917,480</td>
<td>11,093,370</td>
<td>12,083,414</td>
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<tr>
<td>Lease Purchase Principal</td>
<td>0</td>
<td>0</td>
<td>255,150</td>
</tr>
<tr>
<td>Total</td>
<td>14,517,480</td>
<td>14,693,370</td>
<td>15,938,564</td>
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</tbody>
</table>

*Tax rates are expressed in mills

Beth Linn

City Official Title: City Administrator
**AGENDA ITEM INFORMATION FORM**

<table>
<thead>
<tr>
<th><strong>Agenda Item:</strong></th>
<th>Consider Amendment to 2015 Budget – Special Highway Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department:</strong></td>
<td>Administration</td>
</tr>
</tbody>
</table>

| **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
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.

<table>
<thead>
<tr>
<th>Fund</th>
<th>2015 Adopted Budget</th>
<th>2015 Proposed Amended Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual Tax Rate</td>
<td>Amount of Tax that was Levied</td>
</tr>
<tr>
<td>Special Highway</td>
<td>0</td>
<td>100,453</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
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<td>0</td>
</tr>
</tbody>
</table>

Beth Linn
Official Title: City Administrator

Page No. 3