

City of Edgerton, Kansas
Minutes of City Council Regular Session
August 27, 2015

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on August 27, 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
 City Superintendent Mike Mabrey

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes August 13th , 2015
- Appointment of Elliot Lahn to Planning Commission for term ending September 2016

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

Motion was approved, 5-0.

4. PUBLIC COMMENTS

Piara Singh, owner of Dee's Mini Mart in Edgerton, Kansas was present to speak to the Mayor and council about idling trucks parked at his establishment being harassed by the City of Edgerton. Mr. Singh passed out a portion of the city code with some suggested changes.

Jason Camis, Gardner Edgerton Chamber of Commerce, was present to inform everyone about events occurring in September. On Friday, September 11, 2015, the 3rd Annual Gardner Edgerton Sporting Clay Tournament will take place; station sponsor donation is \$150.00.

Motion by Crooks, seconded by Troutner, to approve a donation of \$150.00 for station sponsorship for the 3rd Annual Gardner Edgerton Sporting Clay Tournament.

Motion was approved, 5-0.

Captain Mark Rokusek, Johnson County Sheriff's Department, Introduced himself and let everyone know that he is here and would answer any questions.

Mike Sleister, resident, discussed the park at the corner of 1st and Martin Street, commonly known as Edgerton Manor Park. He brought up several thoughts and ideas and expressed his opinions of several different issues.

Brent Carroll, citizen, presented his view on Edgerton Manor Park and suggested installing curfew signs and possibly more lights.

Monica Carroll, resident, presented her perspective in getting along with the youth at the park - approach the youth in a nice manner and they will listen.

Mayor Roberts announced that the City has been talking with Johnson County Sheriff's Department about having a town meeting in the near future.

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. REQUEST FOR \$750.00 DONATION FOR COPS 'N BOBBERS FISHING DERBY WAS CONSIDERED

Deputy Shoop, Johnson County Sheriff's Department, was present to request \$750.00 for the annual Cop 'N Bobbers Fishing Derby. He explained that one hundred percent is used for prizes.

Motion by Crooks, seconded by Longanecker, to approve the request for \$750.00 for the Cops 'N Bobbers Fishing Derby.

Motion was approved, 5-0.

7. ORDINANCE NO. 1000 AMENDING CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO INCORPORATE THE 2015 STANDARD TRAFFIC ORDINANCE WAS CONSIDERED

The Council was informed The League of Kansas Municipalities prepares the Standard Traffic Ordinance booklet with updates. The summary of changes was included in the packet.

Motion by Longanecker, seconded by Brown, to approve Ordinance No. 1000 amending chapter XIV of the Edgerton, Kansas Municipal Code to incorporate the 2015 Standard Traffic Ordinance.

Motion was approved, 5-0.

8. ORDINANCE NO. 1001 AMENDING CHAPTER XI, ARTICLE 1, SECTION 11-101 OF THE CODE OF THE CITY OF EDGERTON, KANSAS, CONCERNING THE UNIFORM PUBLIC OFFENSE CODE WAS CONSIDERED

The League of Kansas Municipalities prepares the Uniform Public Offense Code booklet every year with updates. A summary of changes was included in the packet.

Motion by Longanecker, seconded by Troutner, to approve the Ordinance No. 1001 amending Chapter XI, Article 1, Section 11-101 of the Edgerton Municipal Code to incorporate the 2015 Uniform Public Offense Code.

Motion was approved, 5-0.

9. ORDINANCE NO. 1002 APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS AND ROAD RIGHT-OF-WAY NEEDED FOR CONSTRUCTING WAVERLY ROAD AND ASSOCIATED IMPROVEMENTS WAS NOT CONSIDERED.

10. AGREEMENT WITH BG CONSULTANTS FOR EDGERTON-WELLSVILLE WATER SUPPLY STUDY UPDATE WAS CONSIDERED

The City Administrator informed the Council, the city was approached by the City of Wellsville to initiate a dialogue about the possibility of Edgerton transporting wholesale water originating from Miami County Rural Water District #2 through the Edgerton water distribution system to Wellsville. The City of Wellsville has agreed to allow BG Consultants (City Engineer for the City of Edgerton) to perform the study. She indicated the scope of work to be performed by BG Consultants is to meet with both cities and receive information about existing contracts; review existing water demands and future water needs of the City of Edgerton and Wellsville; and meet with the representatives of RWD #2 and RWD #7 to confirm their capacity to deliver desired flow. Other results of the study will be presented to the cities for the first phase.

Motion by Brown, seconded by Longanecker, to approve the agreement with BG Consultants for Edgerton-Wellsville water supply study update.

Motion was approved, 5-0.

11. RESOLUTION NO. 08-27-15A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO AMENDED AND RESTATED PERFORMANCE AGREEMENTS AND ORIGINATION FEE AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE INTERMODAL FACILITY AND THE LOGISTICS PARK WAS CONSIDERED

Beth Linn, City Administrator, introduced Scott Anderson, Bond Counsel for the City of Edgerton. Mr. Anderson explained the amendments to the performance agreements and origination fee agreements. The Resolution authorizes the execution and delivery of an Amended and Restated Performance Agreement for each of the four projects. The projects are ELHC I, ELHC IV, ELHC XI, and ELHC XII.

Motion by Brown, seconded by Longanecker, to approve the Resolution No. 08-27-15A authorizing the City of Edgerton, Kansas to enter into amended and restated performance agreements and origination fee agreements in connection with the development of the intermodal Facility and the Logistics Park.

Motion was approved, 5-0.

12. REPORT BY THE CITY ADMINISTRATOR

- Beth Linn, City Administrator, handed out and explained the second quarter financial reports. Ms. Linn explained to the Mayor and council that all budget requirements have been completed for this year. She also noted that Mike Mabrey has done a great job at the Big Bull Creek Waste Water Treatment Plant.
- Mayor and council need to decide who will be the voting and alternate delegates for the League of Kansas Municipalities annual meeting, at the September 10th meeting.
- Updated job descriptions for public works supervisor and parks and recreation coordinator are not complete at this time.
- A schedule for work sessions needs to be set. A town hall meeting with the Johnson County Sheriff's Department has been tentatively set for either the 15th or the 17th of September; final date will be announced later.
- A work session is needed to discuss the Capital Improvement Projects; she added this session can be held before or after a regular session by the City Council.
- A work session to amend chapters of the city code is scheduled for the 1st of October at 7:00 pm. This session will address the animal section of the city code.
- Landworks will be helping Tegan Meadors, Park & Recreation Coordinator with an event asking for citizen input for improvements at Manor Park.

13. REPORT BY THE MAYOR

No Report

Mayor recessed the meeting for ten minutes at 8:00 p.m. and reconvened at 8:10 p.m.

14. FUTURE MEETING/EVENT REMINDERS

- September 5th, 10:00 AM – Cops 'n Bobbers Fishing Derby, Edgerton Lake
- September 7th Labor Day – City Offices CLOSED
- September 8th 7:00 PM – Planning Commission Meeting
- Week of September 7th – TRASH PICKUP THURSDAY
- September 10th 7:00 PM – City Council Meeting
- September 16th Noon – Senior Lunch
- September 24th 7:00 PM – City Council Meeting

15. EXECUTIVE SESSION K.S.A. 75-4319 (b) (6) REGARDING ACQUISITION OF REAL PROPERTY WAS CONSIDERED

Motion by Crooks, seconded by Crist, to recess into executive session for ten minutes to include City Administrator, City Attorney, and Community Development Director.

Motion was approved, 5-0.

Meeting recessed at 8:10 pm

Motion by Longanecker, seconded by Troutner , to reconvene meeting and announced discussion was limited to action taken only.

Motion was approved, 5-0.

Meeting reconvened at 8:19 p.m.

Motion by Crooks, seconded by Longanecker, authorizing staff to proceed with payment requested for necessary easement and rights-of-way for Nickell and De Grande properties.

Motion was approved, 5-0.

16. ADJOURN

Motion by Crooks, seconded by Brown, to adjourn .

Motion was approved, 5-0.

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. JOHN J. DEGRANDE, TRUSTEE, Trustee of the MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and JOHN J. DEGRANDE, TRUSTEE of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, acting pursuant to the powers to convey realty granted under said trust, its successors,

administrators, and assigns (hereinafter "Grantor"), for the consideration of \$3000.00 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 east 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, 1,298.49 feet to the Point of Beginning; thence continuing along said north line, North 88°33'52" East, 41.52 feet; thence South 42°34'06" West, 58.97 feet; thence coincident with the west line of the east half of said Northwest Quarter, North 02°10'33" West, 42.38 feet to the Point of Beginning, less that part in existing road right-of-way, containing 206 square feet, or 0.005 acres, more or less.

AND

All that part of the east 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, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South 02°10'33" East, 1,457.38 feet to the Point of Beginning; thence South 39°36'18" East, 61.74 feet; thence South 02°38'29" East, 76.72 feet; thence South 42°44'00" West, 62.64 feet; thence coincident with the west line of the east half of said Northwest Quarter, North 02°10'33" West, 272.07 feet to the Point of Beginning, containing 5,877 square feet, or 0.135 acres, more or less.

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

GRANTOR:

FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 19, 2002

By: _____

John J. DeGrande
John J. DeGrande
Trustee
P.O. Box 272
Gardner, KS 66030-0272

GRANTOR:

MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002

(Trust Name)

By: _____

John J. DeGrande
Printed Name: John J. DeGrande
Title: Trustee
Street Address: P.O. Box 272
City, State & Zip: Gardner, KS 66030-0272

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)

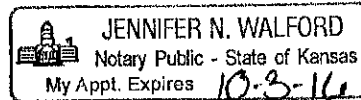
BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John J. DeGrande, as Trustee of the ** (SEE BELOW) to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016



**MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and as Trustee of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

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

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

Notary Public

My Appointment Expires:

City Project: Waverly Road
Parcel No. 2F221435-1002

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **JOHN J. DEGRANDE, TRUSTEE**, Trustee of the ~~MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and JOHN J. DeGRANDE, TRUSTEE of the FLORENCE E. DeGRANDE, REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2001~~, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, 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:

FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 19, 2002

GRANTOR:

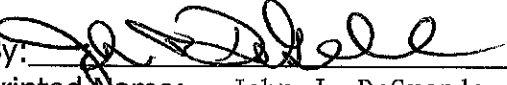
MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002

By: _____


John J. DeGrande
Trustee
P.O. Box 272
Gardner, KS 66030-0272

(Trust Name)

By: _____


Printed Name: John J. DeGrande
Title: Trustee
Street Address: P.O. Box 272
City, State & Zip: Gardner, KS 66030-0272

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

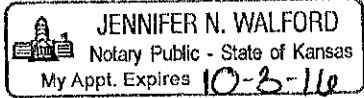
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. DEGRANDE, TRUSTEE, as Trustee of the **SEE BELOW, to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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



Jennifer N. Walford
Notary Public

My Appointment Expires:

Oct 3, 2016

**MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002, and as TRUSTEE of the
FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 19, 2002

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

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

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

Notary Public

My Appointment Expires:

DESCRIPTION:

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

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 227.38 feet to the Point of Beginning; thence North $87^{\circ}49'27''$ East, 29.00 feet; thence coincident with a line 29 feet east of and parallel with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 29.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet to the Point of Beginning, containing 870 square feet, or 0.020 acres, more or less.

AND

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

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 562.38 feet to the Point of Beginning; thence North $87^{\circ}49'27''$ East, 29.00 feet; thence coincident with a line 29 feet east of and parallel with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 30.00 feet; thence South $87^{\circ}49'27''$ West, 29.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 30.00 feet to the Point of Beginning, containing 870 square feet, or 0.020 acres, more or less.

City Project No. Waverly Road
Parcel No. 2F221435-1002

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **JOHN J. DEGRANDE, TRUSTEE**, Trustee of the ~~MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002~~ and ~~JOHN J. DEGRANDE, TRUSTEE OF THE FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002~~, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, 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:
FLORENCE E. DeGRANDE REVOCABLE
TRUST INDENTURE DATED
SEPTEMBER 29, 2002

By: 

John J. DeGrande, Trustee
P.O. Box 272
Gardner, KS 66030-0272

GRANTOR:
MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE
DATED SEPTEMBER 29, 2002

(Trust Name)
By: 

Printed Name: John J. DeGrande
Title: Trustee
Street Address: P.O. Box 272
City, State & Zip: Gardner, KS 66030-0272

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

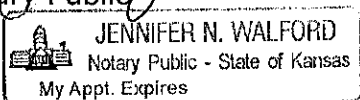
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of September 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. DEGRANDE, TRUSTEE, as Trustee of the **SEE BELOW, to me personally known to be the identical person(s) who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

Jennifer N. Walford
Notary Public


My Appointment Expires:
Oct 3, 2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

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

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

Notary Public

My Appointment Expires:

**MICHAEL J. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002, and as Trustee of the FLORENCE E. DeGRANDE REVOCABLE TRUST INDENTURE DATED SEPTEMBER 19, 2002.

EXHIBIT A

DESCRIPTION:

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

Commencing at the northwest corner of said Northwest Quarter; thence coincident with the north line of said Northwest Quarter, North $88^{\circ}33'52''$ East, 1,298.49 feet; thence coincident with the west line of the east half of said Northwest Quarter, South $02^{\circ}10'33''$ East, 42.38 feet to the Point of Beginning; thence North $42^{\circ}34'06''$ East, 28.36 feet; thence coincident with a line 22 feet south of and parallel with the north line of said Northwest Quarter, North $88^{\circ}30'21''$ East, 45.04 feet; thence South $02^{\circ}10'33''$ East, 544.60 feet; thence South $01^{\circ}59'02''$ West, 275.73 feet; thence South $01^{\circ}40'55''$ East, 580.02 feet; thence South $15^{\circ}48'11''$ East, 169.78 feet; thence South $02^{\circ}10'33''$ East, 179.53 feet; thence South $88^{\circ}06'12''$ West, 80.00 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 37.07 feet; thence North $42^{\circ}44'00''$ East, 62.64 feet; thence North $02^{\circ}38'29''$ West, 76.72 feet; thence North $39^{\circ}36'18''$ West, 61.74 feet; thence North $05^{\circ}35'10''$ West, 102.14 feet; thence coincident with the west line of the east half of said Northwest Quarter, North $02^{\circ}10'33''$ West, 1,415.00 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 91,626 square feet, or 2.103 acres, more or less.