AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

R & R Realty, LLC,
A Kansas Limited Liability Company,

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Main Improvements within the city limits of the City of Wichita, and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district, and desire that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 through 3, inclusive, Block A, (Key No. A-20307 through A-20309), all in Northgate Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, and Lots 1 through 10, inclusive, Block B, (Key No. A-19774 through A-19783), all in Northgate Addition, Wichita, Sedgwick County, Kansas, now platted as Lots 1 through 31, Block A, Northgate 2nd Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Project

Sanitary Sewer Main Improvements
Project No. 468-83682 (North SS Pump Station & Main No. 15)
2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 31, Block A, Northgate 2nd Addition shall each pay 1/31 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agrees that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the

__________ day of ______________, 20_____.

The City of Wichita, Kansas

By: ___________________________________________
    Jeff Longwell, Mayor

Attest:

_____________________________________________
Karen Sublett, City Clerk
STATE OF KANSAS  )
SEDGWICK COUNTY  )  SS

BE IT REMEMBERED, that on this _____ day of ______________, 20__, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

________________________________________
Notary Public

My Appointment Expires.

________________________________________

APPROVED AS TO FORM

________________________________________
Jennifer Magaña, City Attorney and Director of Law
Party of the Second Part:

R & R Realty, LLC

By: Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: Kevin M. Mullen, President

STATE OF KANSAS )
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 2nd day of August, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)
STATE OF KANSAS
COUNTY OF SEDGWICK

BE IT REMEMBERED, that on this 8th day of August, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, a Manager of R & R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

(Kelly A. Thomas)
Notary Public

(My Appointment Expires: 4-16-20)