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 Storm Water Drain 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 10, inclusive, Block B, (Key No. A-19774 through A-19783), all in Northgate Addition, Wichita, Sedgwick County, Kansas, now platted as Lots 8 through 11, Block A, and Lots 26 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:

   Storm Water Drain #307 Improvements
   Project No. 468-84253
2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 8 through 11, Block A, and Lots 26 through 31, Block A, Northgate 2nd Addition shall each pay 1/10 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  
Party of the First Part

Attest: ____________________________  
Karen Sublett, City Clerk
STATE OF KANSAS  
SEDGWICK COUNTY  

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  )    SS:

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)