

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: February 8, 1993

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer

SUBJECT: Agreement to Respread Special
Assessments: Reflection
Ridge 9th Addition

Please review the attached agreement as to legal form and return it to the
City Engineer's Office.

BM:cls

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

REFLECTION RIDGE, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Reflection Ridge, 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

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the 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. D-746-UP, Unplatted tract in S.E. 1/4 Sec. 4, Twp. 27S, R1W, of the 6th P.M.
was part of the improvement district for the following City project(s):
Main 15, Southwest Interceptor Sewer - Project J40470
Storm Water Sewer No. 414, 468-82101 - Ord. No. 41878
Said property was replatted as Lot 1 through 17, Block 1; and Lots 1 through 6, Block 2, Reflection Ridge 9th Addition

2. The Parties agree to make a reassessment for said project in the following manner:

The assessment to D-746 UP for Main 15, S.W.I. in the amount of \$1,046.46 annual (end year 2003), and for S.W.S. No. 414 in the principal amount of \$43,545.99; is to be pro-rated to Lots 1 through 17, Block 1 and Lots 1 through 6, Block 2, Refection Ridge 9th Addition on an equal fraction basis (1/23 each).

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 his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefore.

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

6. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

