

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 part of the improvement district;
and

WHEREAS, Party of the Second Part desires that a reassessment be made; 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. Lots 48 through 51, and 54 through 57, Block 1; Lots 27 through 33, and 35 through 38, Block 2, Reflection Ridge 6th Addition are part of the improvement district for the following City project(s):

Project No. 472-82315, paving of 29th Street North from the west line of Lot 1, Block 4, Forest Lakes to the west line of Ridge Road; and Project No. 448-88696, water supply line in 29th Street North from the west line of Lot 1, Block 4, Forest Lakes to the east line of Wild Rose and in Wild Rose from the south line of Lot 21, Block 2, Reflection Ridge 6th Addition to the south line of 29th St. N.

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

Lots 48 through 51, and 54 through 57, Block 1; Lots 27 through 33, and 35 through 38, Block 2, Reflection Ridge 6th Addition, shall each pay $0/59,726$ of the total cost payable by the improvement district.

Lots 22 through 25, 27, and 28, Block 1; Lots 1, 3, 4, 22, 23, 27, 30, and 31, Block 3, Reflection Ridge 7th Addition; and Lots 40, 46, 48, 50, 51, 52, 58, 63, 65, 66, and 67, Block 1, Reflection Ridge 8th Addition shall each pay $1,840/59,726$ of the total cost payable by the improvements district.

Lot 16, Block 1, and Lot 17, Block 4, Reflection Ridge 7th Addition shall each pay $3,431/59,726$ of the total cost payable by the improvement district.

Lots 18 and 20, Block 4, Reflection Ridge 7th Addition shall each pay $3,432/59,726$ of the total cost payable by the improvement district.

3. The Party of the Second Part is the owner of part 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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 1995

THE CITY OF WICHITA, KANSAS

Approved as to form:

BY _____

Bob Knight, Mayor
Party of the First Part

Gary Rebenstorf, Director of Law

Attest:

Pat Burnett, Deputy City Clerk

REFLECTION RIDGE, INC.

BY: Marvin Schellenberg
Marvin Schellenberg, Vice President
Party of the Second Part

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 8th day of May
1995, before me, that undersigned, a Notary Public in and for the County and State aforesaid, came Marvin Schellenberg, Vice President of Reflection Ridge, Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged 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.

Gary L. Wiley
Notary Public

My Appointment Expires: Jan 15, 1997



