

01/23/14 7114

APPLICATION FOR WATER SERVICE
OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF WICHITA
AND RELATED PETITION AND CONSENT TO ANNEXATION,
AGREEMENTS AND COVENANTS

The Governing Body of the City of Wichita, Kansas, this _____ day of _____, 19_____, approved and files the application of _____
Gray Construction, Inc.

_____ for water service to the following property:

Gray's Fourth Addition, Sedgwick County, Kansas

The applicant agrees to abide by the established rules and regulations of the Wichita Water Department now in force, or which may hereafter be enacted or adopted by said Department of the City of Wichita, Kansas, and to pay for service at the established rate, all in accordance with Section 17 of Code of the City of Wichita, or as amended. The applicant further agrees to acquire a plumbing permit from the City of Wichita; to have service line installed by a plumber licensed by the City using City approved materials and installation methods.

The owners of land covered hereunder do hereby consent to, petition and request the annexation of such lands by the City of Wichita at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et.seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof. The foregoing consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and are made a covenant to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita.

The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application, but failures of purchasers of above property or any portion thereof to have actual notice of this application shall in no way diminish or enlarge the rights or obligations imposed hereunder.

The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.

APPLICANT

(fill in lines applicable)

N.A.
(Name-Typed)

(Name-Typed)

If an individual, application must be signed by husband and wife, if there be such. See acknowledgement attached.

A PARTNERSHIP

By N.A.
(Name-Typed)

By _____
(Name-Typed)

If a partnership, all partners must sign or if only one partner signs, proof of partnership authority by other partners must be attached. See form of acknowledgement attached.

ATTEST:

Denise M. Gray
Denise M. Gray Secretary

GRAY CONSTRUCTION, INC.
A CORPORATION

By Billy J. Gray
Billy J. Gray President

If a corporation, it must be signed by the President and attested by the Secretary. See acknowledgement attached.

APPROVED BY:

APPROVED AS TO FORM:

Thomas Powell, Director of Law

John D. Wynkoop
John D. Wynkoop, Director of Water and Water Pollution Control

Marvin S. Krout
Marvin Krout, Director of Planning

Michael E. Lindebak
Michael E. Lindebak, City Engineer

ATTEST:

AUTHORIZED BY:

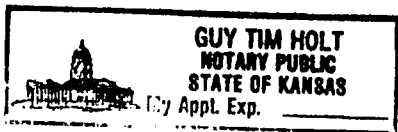
John Moir, Director of Finance/City Clerk

Mayor

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 15th day of FEBRUARY, 1988, personally appeared before me, a Notary Public in and for the County and State aforesaid, Billy J. Gray, President of Gray Construction, Inc., and Denise M. Gray, Secretary of Gray Construction, Inc., to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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



Guy Tim Holt
Notary Public
Guy Tim Holt

My Appointment Expires: 12/20/90

0-103-1-114

APPLICATION AND PERMIT

FOR OUT-OF-CITY SERVICE BY
CITY OF WICHITA

AND RELATED PETITION AND CONSENT TO ANNEXATION, AGREEMENTS AND COVENANTS

Application is hereby made to the City of Wichita for sewerage service to serve the following described property:

Gray's Fourth Addition, Sedgwick County, Kansas

Owner: Gray Construction, Inc.

The primary use of the above described property is of the type or types indicated below:

- (X) Residential property (buildings used as dwellings only)
Number of families living in above residential property (215)
 - () Commercial property (non-residential buildings used for other than the manufacturing of salable products)
 - () Industrial property (buildings used for the manufacture and processing of salable products)
 - () Other property (explain): N.A.
- _____

The undersigned covenants and agrees as follows:

1. To connect to the sewer system of the City at a point or points designated by the City in accordance with plans and specifications approved by the Director of Engineering and the current sewer ordinances of the City, and subject to inspection by the Superintendent of Central Inspection.
2. To discharge into the City sanitary sewer system only ordinary sanitary wastes and to discharge no toxic or hazardous pollutants, radioactive materials, corrosive, or abrasive matter, air conditioning water, surface or building drainage, any sewage prohibited by current sewer ordinances, or any sewage other than that being discharged at the time of this application, without the written consent of the City.
3. It is further stipulated and agreed that all sewer lines on said land and all connections to the sanitary sewer system of the City shall be maintained in good repair during the time this agreement and permit is in force and effect and that, if the City does not have ownership of these sewer facilities, the City will not be responsible for maintaining

said sewer facilities serving the above described property. However, should the services of the City be desired and the City consents to perform such services, it is agreed that the applicant will pay all actual costs incurred by the City in performing such services.

4. The undersigned hereby releases, indemnifies, and agrees to hold harmless the said City and all its agents and employees from any claim for damages to persons or property of every kind of character arising or claimed to arise by reason of this application and permit.
5. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application and permit, but failures of purchasers of above-described property or any portion thereof to have actual notice of this application and permit shall in no way diminish or enlarge the rights or obligations imposed hereunder.
6. The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.
7. The owners of land covered hereunder do hereby petition and consent to the annexation of such lands by the City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof.
8. The foregoing petition and consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and constitute covenants to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita.

Executed at Wichita, Kansas, this _____ day of _____, 19_____.

THE UNDERSIGNED: (Fill in lines applicable)

(Name-Typed)

(Name-Typed)

(If an individual, application must be signed by husband and wife, if there be such) (See acknowledgment attached)

A PARTNERSHIP

By _____
(Name-Typed)

(If a partnership, all partners must sign or if only one partner signs, proof of partnership authority by other partners must be attached) (See form of acknowledgment on attached sheet)

GRAY CONSTRUCTION, INC.
A CORPORATION

ATTEST:

Denise M. Gray
Denise M. Gray Secretary

By Billy J. Gray
Billy J. Gray, President

(If a corporation it must be signed by the President and attested by the Secretary)
(See form of acknowledgment on attached sheet)

APPROVED BY:

John D. Wynkoop
John D. Wynkoop, Director of Water
and Water Pollution Control

Marvin Krout
Marvin Krout, Director of Planning

Michael E. Lindebak
Michael E. Lindebak, City Engineer

In consideration of the above and foregoing application, and pursuant to the terms of such application and by virtue of the authority granted by ordinances of the City of Wichita, Kansas, the applicant is hereby granted a revocable permit to discharge sewage into the sanitary sewer system of the City of Wichita, and the fee shall be as provided in Section 16.04.040 of the Code of the City of Wichita, Kansas.

EXECUTED AT WICHITA, KANSAS, this _____ day of _____, 19____, by authority of the Board of Commissioners of the City of Wichita.

CITY OF WICHITA, KANSAS

Mayor

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this _____ day of _____, 19____, personally appeared before me, a Notary Public in and for the County and State aforesaid, _____, husband and wife, to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution thereof.

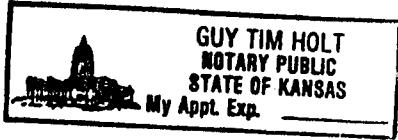
Notary Public

My Appointment Expires: _____

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 15th day of FEBRUARY, 19 88, personally appeared before me, a Notary Public in and for the County and State aforesaid, Billy J. Gray, President of Gray Construction, Inc., and Denise M. Gray, Secretary of Gray Construction, Inc., to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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



Guy Tim Holt
Notary Public
GUY TIM HOLT

My Appointment Expires: 12/20/90