

CONTRACT IN REGARD TO PAYMENT FOR TEMPORARY SEWER MAIN

THIS CONTRACT, Made and entered into this 13<sup>th</sup> day of December, 1978,

BY AND BETWEEN

L. V. BELL and SHARON A. BELL, Husband and Wife, Hereinafter referred to as "BELL",

and

SHADE & SMITH DEVELOPMENT CO., a Partnership, comprised of J. M. Shade, Erma A. Shade, Thurman W. Smith & Judy A. Smith, Hereinafter referred to as "SHADE & SMITH",

and

RAINBOW LAKES, INCORPORATED, Hereinafter referred to as "RAINBOW",

and

M & B INVESTMENTS, INC., A Kansas Corporation, Hereinafter referred to as "M & B."

WHEREAS, the parties hereto are each the owner of certain real property located in Sedgwick County, Kansas, West of the City limits of the City of Wichita, and are entering into a relationship with the City of Wichita, under which the City of Wichita will extend municipal sewer service to the various tracts owned by the parties hereto, and

WHEREAS, it is necessary to construct a temporary sewer main to be located on Maize Road, commencing at approximately the intersection of Maple Street and Maize Road, and running North on Maize Road approximately 630 feet more or less and thence East to an existing main sewer line, such temporary sewer main being necessary for furnishing sewer to all of the tracts hereinafter described and referred to, and owned by all of the parties hereto, and

WHEREAS, the parties hereto desire to enter into a contract under the terms of which the parties hereto agree as to the amount to be paid by each of the parties for the construction of such sewer main, above described, and

WHEREAS, the parties hereto are the owners of real property set opposite their names, containing the number of acres set opposite their names, such acres consisting of acreage which will be actually benefitted by the construction of the said temporary sewer main, to-wit:

* RAINBOW LAKES FOURTH ADDITION	L. V. BELL	66.2 acres
RAINBOW LAKES THIRD ADDITION	RAINBOW LAKES, INC.	96.4 acres
THE SW 1/4 OF SECTION 24, T27S, R2W, SEDGWICK COUNTY, KANSAS, EXCEPT RAINBOW LAKES THIRD & FOURTH ADDITIONS	L. V. BELL	59.5 acres
WESTLINK VILLAGE EIGHTEENTH ADDITION	SHADE & SMITH	160 acres
THE N 1/2 OF THE SE 1/4 OF SECTION 23, T27S, R2W, SEDGWICK COUNTY, KANSAS	M & B	80 acres
		<hr/> 462.1 acres

WHEREAS, this makes a total of 462.1 acres which will be ultimately benefitted by the construction of the said temporary sewer main.

WITNESSETH IT THEN, that it is this date contracted and agreed between the parties that at the time that it becomes necessary to pay to the City of Wichita, or their designate, the cost of the construction of the above described temporary sewer main, that each of the parties hereto will pay their proportionate share of the total cost of such temporary sewer main as determined by the number of acres which they own and which will be benefitted by the sewer main in relationship to the total amount of acreage to be benefitted by the construction of such temporary sewer main, and that such figures have been determined to be as follows, to-wit:

BELL OWNS TWO TRACTS TOTTALLING 125.7 ACRES, WHICH IS 27.19957% OF THE TOTAL ACREAGE

RAINBOW OWNS 96.4 ACRES WHICH IS 20.86178% OF TOTAL ACREAGE

SHADE & SMITH OWN 160 ACRES WHICH IS 34.62589% OF THE TOTAL ACREAGE

M & B OWNS 80 ACRES WHICH IS 17.31276% OF THE TOTAL ACREAGE

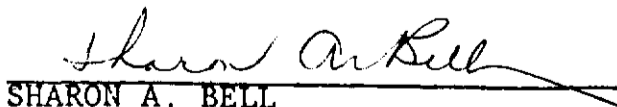
IT IS FURTHER CONTRACTED AND AGREED between the parties that when payments for the construction and other expenses in connection with the temporary sewer main line hereinbefore described becomes due then each of the parties will pay as their share the costs of such temporary sewer main line the percentage of the entire costs of the project as set out in the above tables as being due for the number of acres which they own and which will be benefitted by such construction.

IT IS FURTHER CONTRACTED AND AGREED by the parties hereto that such amount, until paid, shall become a lien upon the particular property which that party is developing and which is hereinbefore described within this contract and that such amount shall constitute a lien which shall run with the land until paid by the parties hereto or by their successors, heirs or assigns in interest.

THE PARTIES HERETO FURTHER CONTRACT AND AGREE that if any of the parties hereto shall fail or refuse to pay the amount of money determined to be owed by them to discharge their obligations under the terms of this contract, that after ten (10) days written notice from all or any of the other parties, such other parties, or any of them may pay such amount to the City, or to whomever the City designates as the payer, and in such event the lien above set out shall become a lien in favor of the party or parties making such payment in an amount equal to the amount paid by such paying party or parties and such lien may be foreclosed upon the property herein described as owned by the party failing to pay, such foreclosure to be made in the same manner as mechanic's liens as aforesated.

IN TESTIMONY WHEREOF, the parties hereto have signed their names the day and year first above written.

  
L. V. BELL

  
SHARON A. BELL

J. M. Shade  
J. M. SHADE,

Erma A. Shade  
ERMA A. SHADE

Thurman W. Smith  
THURMAN W. SMITH

Judy A. Smith  
JUDY A. SMITH

RAINBOW LAKES, INCORPORATED

By John W. [Signature]  
President

M & B INVESTMENTS, INC., A Kansas Corporation

By [Signature]  
President

ACKNOWLEDGMENT

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

On this 14 day of December, 1978, before me, the undersigned, a Notary Public within and for said County and State, came L.V. BELL and SHARON A. BELL, husband and wife, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same.

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

J. M. Shade  
Notary Public

My Comm./Appt. Expires:

May 28, 1981



ACKNOWLEDGMENT

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this 13 day of December, A.D., 1978, before me, a Notary Public, in and for the County and State aforesaid, came J. M. SHADE, ERMA A. SHADE, THURMAN W. SMITH and JUDY A SMITH, all being partners of Shade & Smith Devolopment Co., a Partnership, to me personally known to be the same persons who exeucted the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said company.

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

*Jan. A. Beall*  
Notary Public



ACKNOWLEDGMENT

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this 13 day of December, A.D., 1978, before me, a Notary Public, in and for the County and State aforesaid, came JOHN W. FRY, President of RAINBOW LAKES, INCORPORATED, to me personally known to be the same person who executed the foregoing instrument, 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 last above written.

*J. M. Shade*  
Notary Public



ACKNOWLEDGMENT

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of December, A.D., 1978, before me, a Notary Public, in and for the County and State

aforesaid, came Heward J. Murray, President of M & B INVESTMENTS, INC., A Kansas Corporation, to me personally known to be the same person who executed the foregoing instrument, 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 last above written.

Bernadette M. Sanders  
STATE NOTARY PUBLIC  
SEDGWICK COUNTY, KANSAS  
MY APPT. EXP. \_\_\_\_\_

Bernadette M. Sanders  
Notary Public

My Comm./Appt. Expires:

10-5-80