

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, JUNE 15, 2009

8:10 a.m.

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider acquisition of ROW for drainage structure 18.00 N 5.70 E (Michael Kelly); and
- (c) Consider approval of Cooperation Agreement with Eudora Township to provide First Responder services (Pam Madl)

REGULAR AGENDA

- (2) Discussion on the requirement that surveys be filed at the Register of Deeds to create land divisions for development (Dale Conrad)
- (3) Presentation by Tom Huntzinger, Watershed Coordinator for the upper Wakarusa WRAPS program
- (4) Consider and approve a rezoning resolution for Audrey's Addition (Keith Dabney)
- (5) Consider acquisition of two ambulances (Mark Bradford)
- (6) Discussion of joint funded, with city of Lawrence, sustainability position (Emily Jackson and Nancy Thellman)
- (7) Presentation by the County departments (Public Works, Zoning and Codes Office)-No backup for Zoning
- (8) Executive Session for the purpose discussing personnel matters of nonelected personnel. The justification is to protect the privacy of the personnel involved.
- (9) Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.
- (10) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (11) Adjourn

WEDNESDAY, JUNE 17, 2009 (LECOMPTON CITY HALL)

6:35 p.m. Joint meeting with Lecompton City Council

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider adoption of resolution requesting Douglas County Board of County Commissioners to acquire land for Lecompton Township (Craig Weinaug)

REGULAR AGENDA

- (2) Joint session with Lecompton City Council (No backup)
 - (a) Trees in the right-of-way at the intersection of Woodson Avenue and 1029
 - (b) The ditch just north of the church
 - (c) Briefing on Route 438 reconstruction project
- (3) Presentation on Fairgrounds Capital Improvement Plan and request or approval of signage at Fairgrounds (Pam Madl)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (5) Adjourn

MONDAY, JUNE 22, 2009 (Meeting in Division 4 Courtroom, lower level JLE Building)

8:10 a.m. – County Commission Meeting

-Public hearing to discussion County application for community development block grant funds to assist Health Care Access with upgrades and modifications to their facilities (Nikki King)

-Consider approval of resolution to apply for grant funds for Health Care Access upgrades (Nikki King)

WEDNESDAY, JUNE 24, 2009

-Consider and conduct a Public Hearing for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Resolution No. 06-30; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; Resolution No. 06-31; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

-Consider the adoption of the Assessment Resolution for the SW Lawrence Sanitary Sewer Main Benefit District 1, 2, 3

-Consider approval of Z-11-19-08, a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. (PC Item 5; approved 8-0 on 5/18/09) Mary Miller is the Planner.

-Consider approval of CPA-3-2-09, a Comprehensive Plan Amendment for revisions to Horizon 2020 Chapter Four – Growth Management and Chapter 6 – Commercial Land Use to expand the possible locations of conference, recreation, or tourism facility uses in the rural area of Douglas County. Initiated by the Planning Commission on April 20, 2009. Requested by Rockwall Farms, LC. (PC Item 4; approved 6-2 on 5/18/09) Dan Warner is the Planner.

-Consider approval of SP-5-20-09, a site plan for revisions to the Conditional Use Permit for Pine Family Farms operation located at on E 1500 Road, east side of the road, approximately 1/8 mile south of Hwy 24/40. Submitted by Paul Werner Architects for Sue Pine Trustees. (Linda Finger)

MONDAY, JUNE 29, 2009 (EOC Room if needed)

WEDNESDAY, JULY 1, 2009

MONDAY, JULY 6, 2009

WEDNESDAY, JULY 8, 2009 (Light Agenda)

MONDAY, JULY 13, 2009

Public Hearing for the annexation of the former Farmland Industries property

WEDNESDAY, JULY 15, 2009

Public Hearing for Farmland Annexation

WEDNESDAY, JULY 29, 2009

-Consider the adopting a Resolution authorizing the Sale of Bonds for the Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, AUGUST 3, 2009

-Consider adoption of Bond Resolution for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, SEPTEMBER 7, 2009

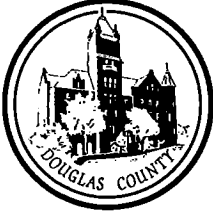
-No Commission Meeting in Observation of Labor Day

MONDAY, SEPTEMBER 21, 2009 (Light Agenda)

WEDNESDAY, NOVEMBER 4, 2009

-Lone Star Weed Discussion

Note: The Douglas County Commission meets regularly on Mondays at 8:10 A.M. and Wednesdays at 6:35 P.M. at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

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MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works *KAB*
Michael D. Kelly, L.S., County Surveyor *MK*

DATE : June 8, 2009

RE : Drainage Structure Replacement; Bridge No. 18.00N – 5.70E
Acquisition of Easement; Consent agenda

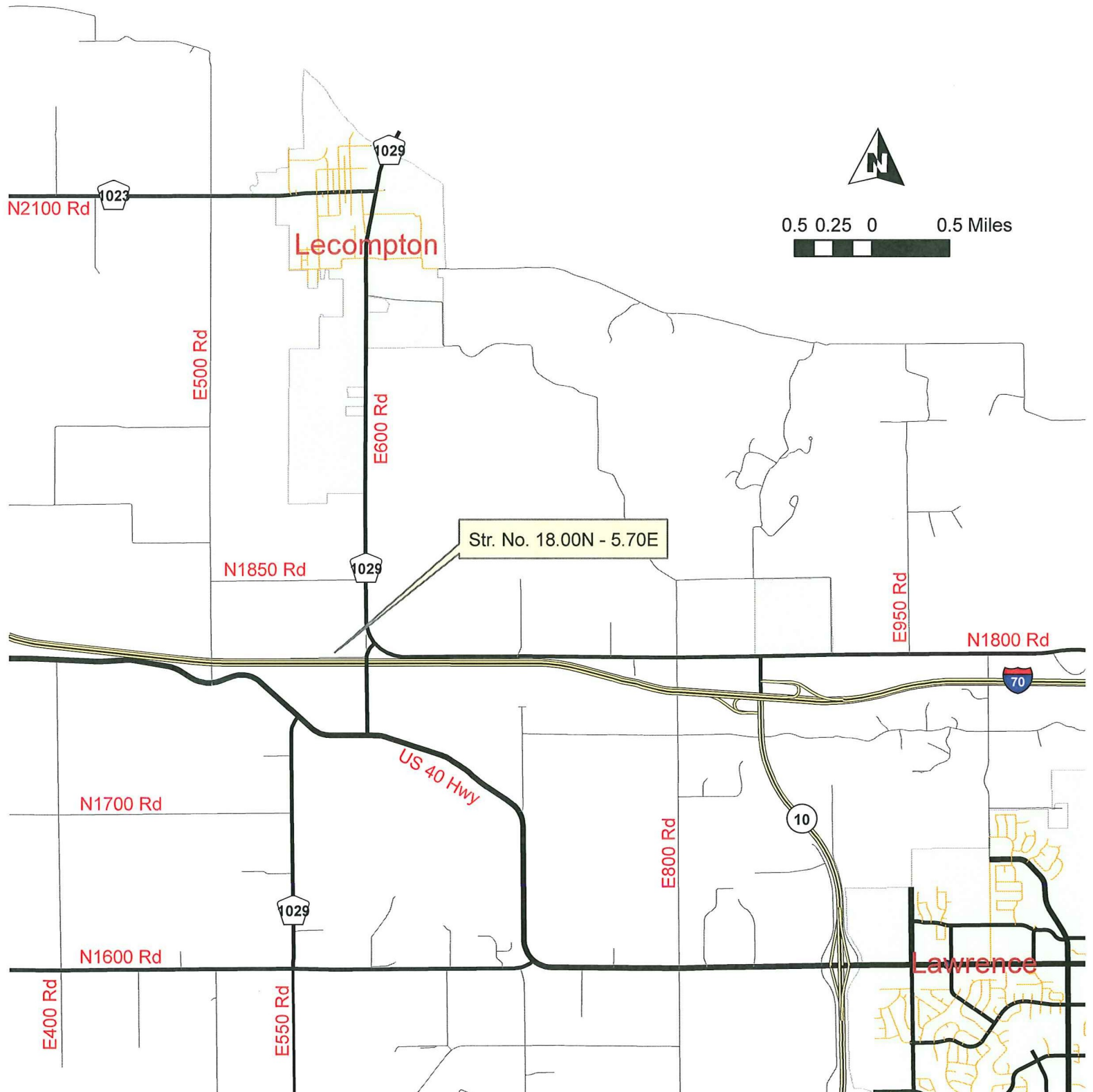
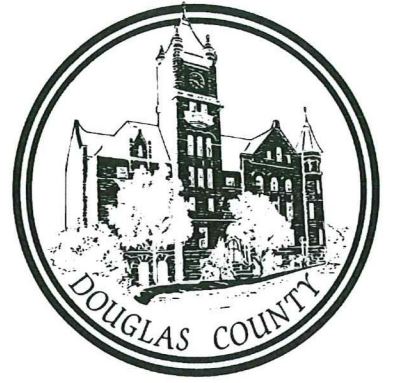
A project has been designed to replace a deficient drainage structure located approximately two (2) miles south of Lecompton. Plans were developed in-house and negotiations with the landowner for permanent easement is now complete.

While the majority of the construction is planned for October 2009 some initial activities will be needed in July to prepare the site for installation of the new structure. All construction activities will be accomplished by county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval to authorize Nancy Thellman to affix her signature to the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 18.00N – 5.70E.

Drainage Structure 18.00N - 5.70E General Location Map



BM #1 = STA. 39+08.44; 20.89' LT.
 TRIPLE 60D SPIKE IN PR N. SIDE
 N1800 ROAD, APPROX. 100' W.
 OF STRUCTURE. ELEV. = 1011.53
 N. 253948.25 E. 2062507.95

BM #2 = STA. 42+08.72; 21.13' LT.
 TRIPLE 60D SPIKE IN PR N. SIDE
 N 1800 ROAD, APPROX. 75' E. OF
 STRUCTURE. ELEV. = 1013.82
 N. 253956.90 E. 2052809.14

Roll George F

N 1°52'38" W
 597.02



Douglas County Public Works
 1242 Massachusetts
 Lawrence, Kansas 66044



Project:	road reconstruction and storm drainage
Project No.:	18000570
Designed By:	AK
Checked By:	AK
Date:	07/18/11

RAW SHEET
 SHEET 3 OF 7

N 1800 RD. - PROJECT NO. 18000570



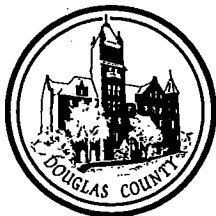
CENTER OF SEC 15,
 R18E, T12S.
 N. 253954.50
 E. 2050958.80

S.E. COR. N.E. 1/4
 SEC. 15, R18E, T12S.
 N. 253954.50
 E. 2050958.80

N. 88° 01' 37" E.
 1469.00

N. 88° 01' 37" E.
 638.17

1(c)



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

TO: Board of County Commissioners
FROM: Pam Madl *Pam*
DATE: June 9, 2009
SUBJECT: Cooperation Agreement for 1st Responder Services – Eudora Township

We are pleased to add Eudora Township Fire Department to our list of First Responders for Douglas County. Attached is the Cooperation Agreement between the Board of County Commissioners and the Eudora Township Board, who have already approved and signed the document. This agreement is consistent with the other First Response agency agreements, and has the blessing of Fire Chief Bradford and Dr. Scott Robinson, the medical director.

For your information, the other 1st Response Agencies are:

- Wakarusa Fire Department
- Lecompton Fire Department
- Baldwin City Fire Department
- Clarion Springs First Responders
- Eudora City Fire Department

I will be present to answer any questions that you may have.

Pjm
Attachment

**COOPERATION AGREEMENT
FOR EMERGENCY MEDICAL SERVICES 1ST RESPONDER
BETWEEN
EUDORA TOWNSHIP, KANSAS
AND
DOUGLAS COUNTY, KANSAS**

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into by and among the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter the "County"), the EUDORA TOWNSHIP, KANSAS (hereinafter the "Township"),

RECITALS

WHEREAS, K.S.A. 65-6113 authorizes the governing body of any municipality, including any Township, county, or township, to establish, operate, and maintain an emergency medical service or ambulance service as provided by K.S.A. 65-6101 *et. seq.*, as amended (hereinafter the "Act") as a municipal function and may contract with another municipality for the purpose of furnishing emergency medical services or ambulance services within or without the boundaries of the municipality upon such terms and conditions as may be agreed upon.

WHEREAS, pursuant to the Act, the County and the Township of Lawrence, Kansas have entered into an agreement by which Lawrence-Douglas County Fire Medical (LDCFM) (hereinafter the "LDCFM") provides emergency medical services, including an advanced life support ambulance transport service, within Douglas County, Kansas.

WHEREAS, ambulances and personnel of the LDCFM are based in locations in Douglas County, and, with respect to medical emergencies occurring far from any such location, the parties recognize the desirability of having trained personnel who can respond to medical emergencies before LDCFM personnel arrive.

WHEREAS, the County, the Township, as municipalities, may enter into any agreement to perform any governmental service which each municipality is authorized by law to perform, pursuant to K.S.A. 12-2908.

WHEREAS, the parties desire to cooperate in the recruitment, training, management, and oversight of "attendants" (as defined in K.S.A. 65-6112 (d), as amended, which includes "first responders"), certified pursuant to the Act (hereinafter collectively "Attendants"), to respond to medical emergencies within the Eudora Township pending the arrival of LDCFM personnel.

WHEREAS, for purposes of this Agreement and identification to the public, the parties shall refer to the organization established and services delivered by this Agreement as the "Eudora Township Fire Department".

WHEREAS, the County and Township entered into an Agreement dated _____, 2009, wherein the County and the Township agreed to provide EMS 1st Responder services to the Eudora Township, Kansas; and agreed upon geographical area within Douglas County;

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Purpose. The parties recognize the importance to the citizens of Douglas County of providing the highest quality emergency medical response services possible, and enter into this Agreement to cooperate towards that end by providing for the operation and administration of the Eudora Township Fire Department, which will supplement emergency medical services of the LDCFM. Nothing in this Agreement shall limit, restrict, or reduce the jurisdiction, powers, or authority of the LDCFM.

2. Name. The organization established by this Agreement shall be referred to as the "Eudora Township Fire Department."

3. Recruitment of Attendants and Personnel Matters.

a. The Township, through the Eudora Township Fire Department, shall recruit and retain on-call Attendants, who may reside either within or without the boundaries of the Eudora Township. The Township agrees that no residency requirement shall be placed upon the Attendants.

b. The Township, through the Chief of the Eudora Township Fire Department, shall manage and have responsibility for personnel matters relating to Attendants of the Fire Department, including but not limited to authority to hire, promote, discipline, and terminate Attendants according to Township policies and applicable state and federal laws; provided, however, that personnel decisions related to the provisions of emergency medical services and compliance with LDCFM requirements shall be made with significant input from the Chief of LDCFM and the County's Medical Director.

4. Oversight Responsibilities.

a. Attendants of the Eudora Township Fire Department shall operate under two complementary sets of rules:

i. The Eudora Township Fire Chief shall set the management and operations rules and personnel policies.

ii. The LDCFM shall set the medical protocols, continuing education, and training.

b. **Oversight Responsibilities.** The parties shall cooperate in overseeing the operations of the Eudora Township Fire Department EMS 1st Responder. The oversight duties shall be subject to the following:

i. The oversight and review of operations, administration, and personnel policies, together with any grievances relating to these policies, shall be performed and supervised by the Township, through the Chief of the Eudora Township Fire Department; provided, however, that the Township shall require Attendants to comply with LDCFM medical policies and medical emergency response policies; and, provided further, that the Township shall have responsibility to ensure that all Attendants of the Eudora Township Fire Department are properly certified according to the Act.

ii. The oversight and review of the medical policies and emergency response policies, including medical treatment protocols, emergency response protocols, and permitted and required medical equipment for responding to any medical emergency, together with any grievances relating to such policies and protocols, shall be performed and supervised by LDCFM, with assistance from its medical advisor.

c. **Oversight Board.** There shall be an oversight board established for the supervision and monitoring of the Eudora Township Fire Department (the "Oversight Board").

i. **Composition of Oversight Board.** The Oversight Board shall consist of representatives from the County, the Township, as follows:

1. The County Administrator, or his or her designee;
2. The Township Trustee, or his or her designee;
3. The Chief of the Eudora Township Fire Department, or his or her designee, shall serve as an ex officio member, with no voting authority.
4. The Chief of the LDCFM, or his or her designee, shall serve as an ex officio member, with no voting authority.
5. The County's Medical Director.

ii. **Meetings of the Oversight Board.** The Oversight Board shall meet as necessary, but no less often than semi-annually, to review the effectiveness and performance of the Eudora Township Fire Department, to address any complaints regarding any provisions or the implementation of this Agreement, and to make recommendations to the Township, County, of proposed amendments to this Agreement or other matters as a result of such review.

5. Funding.

a. The parties shall provide funding and support to the Eudora Township Fire Department as follows:

Eudora Township

Gasoline/Fuel
Vehicle Repairs
Uniforms
Recertification Fees
Radios and Pagers
Office Supplies
Subscriptions/Dues
Miscellaneous
Vehicle Insurance & Tags

LDCFM (County Ambulance Fund)

Medical Equipment
Radio/Pager Repairs
Equipment Repairs
Disposable Medical Supplies
Training
Medical Oversight

Douglas County

Training (payment for, but doesn't provide)
Response reimbursement
Workers Compensation
Immunizations/Physicals

b. Attendants of the Eudora Township Fire Department shall be volunteers, but the County shall reimburse Attendants for their responses to medical emergencies, up to four responders per call, at a rate agreed upon by both parties, subject to adjustments by the County.

c. Attendants are required to complete and submit IRS Form 1099 annually for receipt of reimbursable response expenses.

6. Vehicles.

a. The Township shall hold title to one emergency medical response vehicle used solely for the Eudora Township Fire Department's use for EMS 1st Responder's response to medical emergencies.

b. The Eudora Township Fire Department shall have custody and keep the emergency medical response vehicle at such reasonable locations as it determines to be

appropriate, and shall have the full use of the vehicle for responding to medical emergencies and other matters consistent with this Agreement, the right to modify the vehicle as it deems appropriate, and the prerogative to set rules for the use of the vehicle.

c. The Township shall insure its emergency medical response vehicle as required by law and as it determines to be appropriate.

d. The Township shall pay property taxes (if any) and licensing and registration fees on the emergency medical response vehicle it owns.

e. When it is determined that additional emergency response vehicles are necessary for the Eudora Township Fire Department, the County, agree to negotiate in good faith to determine which party will pay for how much of the expenses associated with such additional vehicles, including how they will be titled and who will pay the ongoing maintenance, registration, licensing, and insurance costs for such vehicles.

7. Liability Insurance. The County shall provide liability coverage for Attendants of the Eudora Township Fire Department members providing EMS 1st Responder Service at coverage amounts consistent with the Kansas Tort Claims Act.

8. Equipment and Inventory.

a. Emergency medical services equipment and supplies that either the County or LDCFM provides to the Eudora Township Fire Department shall be labeled with an inventory tag identifying the County or LDCFM, as the case may be, as the owner of the property.

b. The Township, through the Chief of the Eudora Township Fire Department, shall maintain an inventory of all Medical Director approved emergency medical services equipment and inventory.

9. Public Complaints and Inquiries.

a. Complaints and inquires from patients or other members of the public relating to patient care shall be directed to LDCFM for initial investigation and appropriate action, provided, however, that the Eudora Township Fire Department shall, at the request of LDCFM, provide reasonable assistance to LDCFM in connection with matters over which the Eudora Township Fire Department has better access to information, such as the identification and interviews of individuals having knowledge of any particular event.

b. Complaints and inquires from patients or other members of the public relating to personnel or operations shall be directed to the Chief of the Eudora Township Fire Department for initial investigation and appropriate action.

c. Suggestions from members of the public for amendments to this Agreement or improvement to the cooperation among the parties with respect to the

Eudora Township Fire Department related to EMS 1st Responder issues shall be directed to the Oversight Board for consideration and recommendation to the parties.

10. Termination. This Agreement may be terminated by any party upon the giving of written notice to the other parties, provided that such termination shall only take effect on and after the 1st day of January following the notice to terminate which must be provided prior to July 1 of any year. Upon the effective termination of this Agreement, equipment, vehicles, and supplies transferred to any other party or purchased with the funds of any party shall become the property of such party. The parties agree that termination of this Agreement shall be conducted in a manner which ensures that the provisions of continuous quality emergency medical services to the public and provides for adequate transition time and proper planning for a new organization structure or structures to replace the emergency medical services provided pursuant to this Agreement.

11. Approval and Authorization. Each person signing this Agreement on behalf of a party warrants and represents that it has been authorized by the governing body of such party.

12. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

13. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

14. Cooperation Agreement. This Agreement is entered into between the Township, the County, pursuant to K.S.A. 12-2908 and K.S.A. 65-6113, as a cooperation agreement and not as an inter-local agreement pursuant to K.S.A. 12-2901, *et. seq.*

15. Effective Date. This Agreement shall take effect upon the date which the last party hereto executes this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have approved this Agreement and make it effective as of the Effective Date.

This Agreement is approved, as authorized by the Board of County Commissioners of Douglas County, Kansas at its meeting held on the ____ day of _____, 2009.

This Agreement is approved, as authorized by the Eudora Township, Kansas Board of Trustees at its meeting held on the ____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY, KANSAS

_____, Chair

Date _____

ATTEST:

Jameson D. Shew, Douglas County Clerk

EUDORA TOWNSHIP BOARD of TRUSTEES, KANSAS

_____, Trustee

Date _____

ATTEST:



Jim Gabriel, Township Clerk



2

DOUGLAS COUNTY ADMINISTRATION
MEMORANDUM

TO: Board of County Commissioners
FROM: Linda Finger, Planning Resource Coordinator
DATE: June 15, 2009
RE: Conrad 2002 Survey and Acceptance as Parcel Creation for Building Permit Purposes

Purpose of Discussion:

Mr. Conrad contracted with a local surveyor to survey his property in June 2002. The survey created six parcels of land and was filed by his surveyor with the County Surveyor, Michael Kelly, at the Public Works office. The intent in creating these divisions of land was to sell the individual parcels for residential development purposes. At the time the survey was done, it appears from County records that some of the land was owned by David and Janine Snyder and subsequently deeded to the Dale Brian and Angela Conrad in November of 2002. The Conrads took out mortgages on the individual parcel descriptions created by the survey. No separate deeds, title or plat of survey was filed at the Register of Deeds office at that time. The Zoning and Subdivision Regulations and the Access Management Regulations recognize parcels for development purposes to be those divisions filed and recorded *"as a plat of survey, deed or affidavit of equitable interest identifying the division as a separate tract of real estate at the Register of Deeds office..."*

The previous County Commission discussed where property divisions are filed (in 2005) and concluded that the divisions needed to be filed at the Register of Deeds office (in 2006) when they adopted revisions to the Subdivision and Zoning Regulations and the Access Management Regulations. The Commission also recognized that by taking this action, some individuals unaware of the new regulation to file surveys at the Register of Deeds office could be impacted by their decisions. At that time, the County Commission indicated to staff that they would handle cases that were impacted by this decision on an individual basis.

The purpose of Mr. Conrad's request to be on the County Commission's agenda is to have his case considered by the County Commission on its merits. He is appealing the requirement that the parcels created by his 2002 survey, not filed at the Register of Deeds office by the deadline of June 1, 2005 (as established in the regulations adopted in 2006) – are not considered by the County's regulations (Subdivision Regulations, Zoning Regulations and Access Management Regulations) to be have "vested rights" as divisions that are eligible for a residential building permit. The implications of recognition of the parcels created by the 2002 survey as divisions eligible for building permit purposes, for Mr. Conrad, means that he would have 4 parcels of land with road frontage eligible for a building permit versus the 2 undeveloped parcels that are recorded with road frontage in the Register of Deeds office.

Procedure Step for Recognition of Divisions Created by Surveys only on file at Public Works Office:

To recognize divisions created by surveys filed only at Public Works as parcels of land with vested rights to development, it is necessary to amend the adopted Zoning Regulations, Subdivision Regulations and Access Management Regulations in the County Code.

Broader Policy Discussion:

There is a broader discussion of county policy that needs to occur if divisions not filed at the Register of Deeds office are recognized as developable parcels. The central policy issue is; "What defines a buildable parcel or land division for county recordkeeping & identification purposes, appraisal and taxation purposes?" This discussion should include the Register of Deeds, County Clerk, County Appraiser, GIS, Treasurer, Zoning & Codes Director, and Planning Director.

Procedure Steps for Amending County Regulations

1. Access Management Regulations (AMR) –

These Regulations are in Article 5, Chapter IX [Public Works] of the County Code. The section that would require amendment is section 9-502:

"9-502. No property for which a deed, an affidavit of equitable interest, or plat of survey is recorded with the Office of the Douglas County Register of Deeds on or before October 25, 2006, which instrument identifies the property as a separate tract of real estate, shall be denied an entrance permit onto a public road classified as Minor Collector or Local for purposes of construction of a residential dwelling solely for the reason that the property does not have sufficient frontage along a public road if the property has not been further divided since the effective date of Section 9-501 and any of the following apply with respect to the subject property:

- a. It has 250 feet of frontage along a public road right-of-way and the dwelling or mobile home gains its primary access directly to and from an existing public roadway within such public road right-of-way; or*
- b. It has 250 feet of frontage along a public road right-of-way and the dwelling or mobile home will gain its primary access directly to and from a public roadway to be constructed within such public road right-of-way if (1) engineered plans for construction or improvement of the public roadway to current county standards have been approved by the County Engineer, and (2) a sufficient bond or letter of credit, in an amount determined by the County Engineer, is provided to ensure construction or improvement of the public roadway to current County standards; or*
- c. It has access to a public road by virtue of a private drive approved by the Board prior to the effective date of this Article; or*
- d. Is located within a subdivision which has been platted as provided in the Subdivision Regulations for the unincorporated area of Douglas County; or*
- e. A deed or an affidavit of equitable interest for the property was recorded with the Register of Deeds on or before August 17, 1994 describing the property as a single tract under one ownership; or*
- f. A variance of the above requirements is granted by the Board of Douglas County Commissioners, based upon a finding that all of the following conditions have been met:*
 - (1) That the variance requested arises from such condition which is unique and is created by this Article and not by an action or actions of the property owner;*
 - (2) That the granting of this variance will not adversely affect the rights of adjacent property owners or residents;*
 - (3) That the strict application of the provisions of this Article will constitute unnecessary hardships upon the property owner represented in the application;*
 - (4) That the variance desired will not adversely affect the public health, safety, morals, order, convenience, or general welfare; and*
 - (5) That granting the variance desired will not be opposed to the general spirit and intent of this Article.*

The provisions of this Section shall not apply to property divided after the effective date of this Article."

- The method of amending this section is as an amendment to Home Rule Resolutions HR 6-10-7 and HR 7-1-1. The County Commission would hold a public hearing prior to amending this section of the County Code. The amendment would take effect upon publication of the Home Rule Resolution unless stated otherwise in the Resolution.

2. Subdivision Regulations (SR) –

These Regulations are in Chapter XI of the County Code. They are a jointly adopted regulation with the City of Lawrence. Amendments to the Subdivision Regulations require public hearing by the Lawrence-Douglas County Planning Commission and approval of a joint Ordinance/Resolution by the two Governing Bodies [County Commission and Lawrence City Commission]. The County Commission action would be to initiate a text amendment to section 11-101(e) of the County Code (which is section 20-801(e) of the Lawrence Development code):

"(e) Vested Rights. (1) A division created in conformance with this Article, or created in conformance with the Exemption section of the previously adopted Subdivision Regulations that were in effect prior to December 20, 2006, and said division was filed and recorded as a plat of survey, deed, or affidavit of equitable interest identifying the division as a separate tract of real estate at the Register of Deeds office (i) on or before June 1, 2005; or (ii) after June 1, 2005, and as of December 31, 2006, provided a division made after June 1, 2005, met the 10 acre requirement and other requirements for a residential building permit pursuant to Douglas County Resolution No 05-6-5 and resolutions extending such Resolution, shall remain lawfully existing, retaining established rights to the issuance of a building permit, subject to additional regulatory authority of the Governing Body. Such legally created Parcel shall not be subject to further review under this Article; unless or until it is further divided."

- The method of amending this section begins with initiation of a text amendment to the Subdivision Regulations. Following statutory and local regulatory procedures, this amendment is then presented through a staff report to the Lawrence-Douglas County Planning Commission where a public hearing is held on the proposed text revision. At conclusion of the public hearing, the Planning Commission will forward to both the City and County Commissions a recommendation. The County Commission, upon receipt of this recommendation, can act to approve, revise or return the text amendment. Both Governing Bodies are required to approve the amendment before it can be placed in a jointly prepared ordinance/resolution.¹ Upon readings and approval of this jointly prepared document, the amendment would take effect upon publication.

¹ The city uses Ordinances as the document to amend the City Code and enact laws. This requires two readings (approvals) at the City Commission before it can be published. The county uses Resolutions as the document to amend the County Code and to enact laws. This requires one reading (approval) before it can be published.

3. Zoning Regulations (ZR) –

These Regulations are in Chapter XII of the County Code. Amendments to the Zoning Regulations require public hearing by the Lawrence-Douglas County Planning Commission and approval by the County Commission. The County Commission action would be to initiate a text amendment to the A (Agricultural) District, Chapter XII, Section 6-2.8(b) of the County Code:

"SECTION 6 - 2. USE REGULATIONS

A building or premises shall be used only for the following purposes:

- 1. Agricultural uses,*
- 2. Hospital or clinic for large or small animals; provided*
- 3. Hospital or clinic for small animals (dogs, cats, birds, and the like); provided*
- 4. Commercial dog kennel; provided.....:*
- 5. Commercial greenhouse.*
- 6. Commercial riding stable; provided*
- 7. Grain storage structures.*
- 8. Residential Detached Dwelling provided:*
 - (a) The dwelling is on a division of land that was created in conformance with the Subdivision Regulations adopted on December 20, 2006; or,*
 - (b) The dwelling is on a division of land that was created in conformance with the exemption section of the Subdivision Regulations that were in effect prior to December 20, 2006 and said division was filed and recorded as a plat of survey, deed, or affidavit of equitable interest identifying the division as a separate tract of real estate at the Register of Deeds office (i) on or before June 1, 2005; or (ii) after June 1, 2005 and as of December 31, 2006, provided a division of land made after June 1, 2005, met the 10 acre requirement and other requirements for a residential building permit pursuant to Douglas County Resolution HR-05-6-5 and resolutions extending such Resolution."*

- The method of amending this section begins with initiation of a text amendment to the Zoning Regulations. Following statutory and local regulatory procedures, this amendment is then presented through a staff report to the Lawrence-Douglas County Planning Commission where a public hearing is held on the proposed text revision. At conclusion of the public hearing, the Planning Commission will forward to the County Commission a recommendation. The County Commission, upon receipt of this recommendation, can act to approve, revise or return the text amendment. If the Commission approves the amendment it is directed to be prepared in Resolution form for adoption. After reading and publication of the Resolution, the amendment would take effect.

The following page provides key discussion points for consideration in the broader policy discussion.

Policy Discussion Points²

- When does a division of property need to be recorded at the Register of Deeds office?
- What is the purpose of requiring land transactions to be recorded at the Register of Deeds office?
- When is a division of property created through a survey reviewed for compliance with locally adopted zoning and subdivision regulations?
 - If a division is created through a survey that is not in conformance with locally adopted regulations, how and when is this identified?
 - How do realtor, appraisers, and title companies find and research land divisions to know if the divisions created by a survey are unencumbered by property improvements, different ownership, public/private easements, public dedications, etc?
- Currently, a parcel of land is required to be defined by a deed or title to be shown on our GIS maps. Parcels enter the county records system through recording of a deed, title, affidavit of equitable interest, plat or survey at the Register of Deeds office.
 - Upon recording of one of the above documents, the County Clerk's office receives the new information and assigns pin and parcel identification numbers for each land division.
 - The appraiser's office uses the parcels filed in the Register of Deeds office in the creation of their tax appraisal maps.
 - The treasurer's office uses the parcel identification and pin numbers in their records to send real and personal property notices.
 - The Planning and Zoning offices use the Register of Deeds records to determine when a parcel of land was created to know which set of rules & regulations apply to the development of that parcel.

What is a survey...

A survey of land is not defined by Kansas Statutes. There are six types of surveys performed by land surveyors in Kansas which include: Mortgagee Title Inspections, Boundary Surveys, Boundary and Improvement Surveys, Tract Surveys, ALTA/ACSM Land Title Surveys, and Architectural/Topographic Surveys. Black's Law Dictionary defines survey as: *"To survey land is to ascertain corners, boundaries, and divisions, with distances and directions, and not necessarily to compute areas included within defined boundaries..."*

² These points were identified through discussions with the Register of Deeds, County Appraiser, Director of Zoning & Codes, GIS office, and Treasurer's office. The list is not intended to be inclusive but a starting point for discussion.

AD - Crabtree, Robin

From: AD - Finger, Linda
Sent: Thursday, June 11, 2009 2:42 PM
To: AD - Crabtree, Robin
Subject: FW: Plat of Survey/Vested Rights

Hi Robin,

Please include this with the backup material for the Rudy Conrad agenda item.

Linda
Planning Resource Coordinator
lfinger@douglas-county.com

-----Original Message-----

From: Evan H. Ice [mailto:EIce@stevensbrand.com]
Sent: Wednesday, June 10, 2009 12:24 PM
To: AD - Finger, Linda; ZO - Dabney, Keith
Subject: Plat of Survey/Vested Rights

Linda and Keith:

I spent the morning looking through all of my files that I could find relating to the SRs and 5-acre exemption moratorium. It's been 4 years and I think that some of my notes and other documentation has been misfiled, deleted, or destroyed. Based on that, the following is my recollection:

The requirement in the vested rights section of the SRs (which is also in the ZRs Section 6-2.8(b)) that the plat of survey be recorded with the RODs (with no mention of PWs) originated based upon language in the 5-acre exemption moratorium. Iterations of the vested rights section of the SRs and ZRs Section 6-2.8(b) were passed back and forth among staff in the fall of 2006. The substantive requirement that the plat of survey be recorded with the RODs, however, originated with the 5-acre exemption moratorium.

I have notes from a May 23, 2005 BOCC meeting. At that meeting, the BOCC was presented with 2 alternatives for the 5-acre exemption moratorium. Alternative B grandfathered certain separate tracts contained in a plat of survey recorded with the RODs. Other than that, Alternative A and Alternative B were identical. My notes indicate that Bob Johnson specifically stated that he wanted Alternative B, and that was what was ultimately agreed upon.

There was some discussion of recorded with PWs vs. recording with RODs prior to the May 23, 2005 BOCC meeting, but I don't have notes that document the substance of the discussion or the dates. I recall that Michael Kelly thought that plats of surveys recorded with the PWs should be accorded the same treatment as plats of surveys recorded with the RODs. My recollection is that Bob Johnson said that if someone had gone to the expense and trouble to record a plat of survey with the RODs, the separate tracts should be honored. He felt that that was not all that much different than recording a deed with the RODs that divided the property. I think that Charles was willing to go along with that, knowing that it would expand the number of grandfathered tracts, but wanted to limit it to plats of surveys recorded with the RODs and not also plats of survey recorded with the PWs. Thus, I think that this might have been a bit of a compromise.

I know that one issue that was pending before the BOCC at the time (or had recently been pending) had to do with the county being requested to change a road to a minimum maintenance designation. This led to a property owner coming forward and objecting, saying that he had recorded a plat of survey with the RODs showing multiple 5-acre tracts and he intended to sell 5-acre tracts for residences--if the county changed the road to minimum maintenance, it would destroy his ability to do so. The property owner's attorney said that the property

6/11/2009

owner had a "vested right" to residential development, based upon the statute in the zoning enabling act that says that residential development is vested upon the recording of a "plat" (KSA 12-764). We didn't think too much of that argument because we thought it clear that a "plat of survey" was distinctly different from a "plat." I think that this issue, however, caused the BOCC (and Bob in particular) to want to grandfather plats of survey, to avoid the issue arising in the future. I don't think that the recording of a plat of survey with PWs was seriously considered because: (1) recording a document with PWs had never been viewed as a possible way to subdivide (while recording deeds, affidavits of equitable interests, and plats with the RODs had been recognized); and (2) as noted above, Charles wanted to limit what was grandfathered.

I hope this helps.

Evan H. Ice

eice@stevensbrand.com

STEVENS & BRAND, L.L.P.

Attorneys at Law

U. S. Bank Tower

900 Massachusetts Street - Suite 500

Post Office Box 189

Lawrence, Kansas 66044-0189

Phone: (785) 843-0811

Fax: (785) 843-0341

www.stevensbrand.com

CONFIDENTIALITY STATEMENT:

This message from the law firm of Stevens & Brand, L.L.P. contains information which is privileged and confidential and is solely for the use of the intended recipient. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this in error, please destroy it immediately and please notify us immediately (785) 843-0811.

June 8, 2009

Craig Weinaug
County Admin
Douglas County, KS

Dear Mr. Weinaug,

A significant oversight occurred in 2002 when my wife and I sub-divided our farm. We hired Fred Rogers, a long time Douglas County practitioner of land survey and filing. However, when our new sub-division of 37.5 acres was completed, Mr. Rogers filed the survey at the Dept. of Public Works only. This is where the oversight occurred as we knew not that we needed to file new deeds of trust at a separate agency within Douglas County.

All of our subsequent banking and title work reflect our newly sub-divided parcels which we now know are not vested. On behalf of all financial institutions involved, our title company, and ourselves, we wish to petition the County Commission to review our case and determine if indeed we acted in good faith and within the existing laws and timeframes. Our sub-division was 4.5 years prior to the newly changed rules about sub-division so close to Lawrence.

We ask that our case be heard, our records be presented, and a positive outcome achieved for all parties who have financial interests in this sub-division becoming vested parcels for resale.

Thanks so much. We have a reservation for Monday, June 15th, at 8:10 am.

Dale Conrad
4303 Leaf Forest Drive
Kingwood, TX 77345
713 259 6435
rudyc Conrad1@yahoo.com

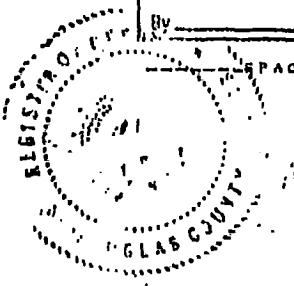
183777

DOUGLAS COUNTY, KANSAS

State of Kansas, Douglas County, SS.
 Filed and Entered in Vol. 457
 Page 1618
 1620
 2 1991
 [Signature]
 Registrar of Deeds
 Deputy

183777
 NUMERICAL INDEX

Entered in Transfer Record in my office this
 13th day of June, A.D. 19 91
 [Signature]
 County Clerk



SPACE ABOVE THIS LINE RESERVED FOR COUNTY OFFICIALS

WARRANTY DEED

Sue A. Pine, Trustee
 of the Sue A. Pine Living Trust;
 and
 Delbert F. Erhart and June E. Erhart,
 Trustees of the Erhart Family Estate

CONVEY(S) AND WARRANT(S) TO

Dale Brian Conrad and Angela M. Conrad,

as joint tenants with the right of survivorship
 and not as tenants in common,

ALL THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN
 DOUGLAS COUNTY, KANSAS:

A tract of land located in the Southeast Quarter of Section 5, Township 12
 South, Range 20 East of the 6th P.H., in Douglas County, Kansas, described as
 follows:

Commencing at the Southeast corner of said Section 5; thence North 89 degrees 47
 minutes 16 seconds West a distance of 90.19 feet, said point being on the South
 line of the Southeast Quarter and the center line of county road; thence North
 43 degrees 33 minutes 00 seconds West a distance of 395.19 feet; thence North 28
 degrees 33 minutes 45 seconds West a distance of 200.00 feet; thence North 13
 degrees 55 minutes 30 seconds West a distance of 200.00 feet; thence North 2
 degrees 43 minutes 55 seconds West a distance of 1,258.48 feet to the Point of
 Beginning, said point being the center line of county road;

thence North 89 degrees 47 minutes 16 seconds West a distance of 999.95 feet,
 said point being the center line of creek; thence North 22 degrees 13 minutes 29
 seconds East a distance of 19.03 feet; thence North 22 degrees 08 minutes 09
 seconds West a distance of 90.10 feet; thence North 52 degrees 25 minutes 32
 seconds East a distance of 64.49 feet; thence South 83 degrees 03 minutes 31
 seconds East a distance of 66.63 feet; thence North 42 degrees 15 minutes 43
 seconds East a distance of 69.89 feet; thence South 70 degrees 31 minutes 19
 seconds East a distance of 53.99 feet; thence North 56 degrees 46 minutes 55
 seconds East a distance of 53.06 feet; thence South 76 degrees 45 minutes 56
 seconds East a distance of 38.05 feet; thence North 23 degrees 31 minutes 41
 seconds East a distance of 70.40 feet; thence South 62 degrees 08 minutes 33
 seconds East a distance of 92.95 feet; thence North 19 degrees 59 minutes 51
 seconds East a distance of 111.87 feet; thence North 26 degrees 09 minutes 00
 seconds East a distance of 26.29 feet; thence North 53 degrees 23 minutes 00
 seconds East a distance of 45.20 feet; thence South 67 degrees 19 minutes 31
 seconds East a distance of 67.25 feet; thence North 46 degrees 09 minutes 20
 seconds East a distance of 69.42 feet; thence South 81 degrees 09 minutes 08
 seconds East a distance of 181.79 feet; thence North 18 degrees 57 minutes 11
 seconds East a distance of 88.41 feet; thence North 81 degrees 13 minutes 58
 seconds East a distance of 472.28 feet; thence North 39 degrees 14 minutes 26
 seconds East a distance of 108.37 feet; thence North 72 degrees 50 minutes 06
 seconds East a distance of 285.73 feet, said point being on the East line of the
 Southeast Quarter and the center line of county road; thence South 0 degrees 13
 minutes 00 seconds East a distance of 123.56 feet, said point being on the East
 line of the Southeast Quarter and the center line of county road; thence South
 31 degrees 22 minutes 05 seconds West a distance of 164.95 feet; thence South 77
 degrees 32 minutes 50 seconds West a distance of 170.00 feet; thence South 55
 degrees 57 minutes 55 seconds West a distance of 325.00 feet; thence South 22
 degrees 05 minutes 37 seconds West a distance of 70.00 feet; thence South 2
 degrees 43 minutes 55 seconds East a distance of 191.52 feet to the point of
 beginning, in Douglas County, Kansas.

Containing 10.00 acres, more or less

SUBJECT TO: Easements, restrictions and reservations of record, if any, and the following restrictions, which shall be binding upon the Grantees, their heirs, successors and assigns and shall run with the land:

1. No single family residence or home may be build or erected on said real estate having less than 1200 square feet of living area excluding porches, basement and garage.
2. No hogs, cattle or sheep may be kept on said real estate.
3. No basement of an uncompleted residence shall be occupied as a residence, provided however, an underground home may be built on said real estate pursuant to county regulations and building codes.
4. No single-wide mobile homes shall be permitted on said real estate.
5. No double-wide mobile homes with metal roof shall be permitted on said real estate.
6. In order to maintain proper drainage, existing waterways on said real estate must remain in place and be maintained with proper grass coverage.
7. The above restrictions may be enforced by injunction or by an action for damages by the then owner or owners of any of the said real estate.
8. Any of the above restrictions may be removed by unanimous agreement of the then owners of said real estate.

GRANTORS HEREIN covenant that this conveyance is made pursuant to the power and authority conferred to them by the Trust Instruments; that the Trust remains in full force and effect at the date of the execution hereof; and that the Trust has not been revoked.

FOR THE SUM OF: Twelve Thousand and no/100 Dollars.

DATED: June 11, 1971.

Sue A. Pine, Trustee
Sue A. Pine, Trustee

Delbert F. Erhart, Trustee June E. Erhart - Trustee
Delbert F. Erhart, Trustee June E. Erhart, Trustee

STATE OF ⁴²⁴ARKANSAS, Douglas COUNTY, ss:
The foregoing Warranty Deed was acknowledged before me this 12
day of June, 1991, by Sue A. Pine, Trustee of the Sue A.
Pine Living Trust.



Kelvin R. Heck

Notary Public

My appointment expires:

10/3/92

STATE OF ARKANSAS, Benton COUNTY, ss:

The foregoing Warranty Deed was acknowledged before me this 11
day of June, 1991, by Delbert F. Erhart and June E.
Erhart, Trustees of the Erhart Family Estate.

Carolyn Speer

Notary Public

My appointment expires:

7-11-93



INDEX NUMERICAL INDEX FROM 5-12-20 58
Entered in Transfer Record in my office, this 30TH day of JANUARY 19 96
Fatty James County Clerk
STATE OF KANSAS Douglas County
This instrument was filed for record on the 29th day of January 19 96 at 3:25 o'clock P. M. and duly recorded in Book 547 of Deeds, at page 692-694
By [Signature] Deputy
Register of Deeds, for recording, \$ 10.00
County Clerk, for transfer, \$
Total, \$

THIS DEED, Made this 19th day of January 19 96, between Mathias J. Massoth and Arthena C. Massoth husband and wife,

of Douglas County, in the State of Kansas as first parties, and

Dale Brian Conrad and Angela M. Conrad,

of Douglas County, in the State of Kansas as joint tenants with the right of survivorship and not as tenants in common, as second parties,

WITNESSETH: In consideration of the sum of \$1.00 and other valuable consideration and 100 Dollars

the receipt of which is hereby acknowledged, first parties hereby convey and warrant unto second parties, as joint tenants with the right of survivorship and not as tenants in common, all the following described real estate situated in the County of Douglas State of Kansas, to wit:

(See Exhibit A Attached for legal description)

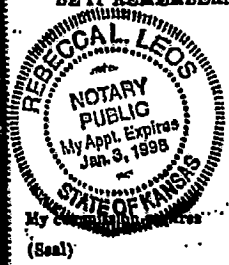
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever, as joint tenants, the survivor to take the whole estate. First parties, for themselves, their heirs, executors and administrators do hereby covenant, promise and agree to and with second parties that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above described premises together with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, estates, taxes, assessments and incumbrances of what nature or kind soever, except:

Easements and restrictions of record, if any,

and that they will WARRANT AND FOREVER DEFEND the same unto second parties, as joint tenants with the right of survivorship and not as tenants in common, and the heirs and assigns of the survivor of them, against first heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, first parties hereunto set their hands, the day and year first above written.
Mathias J. Massoth Arthena C. Massoth

STATE OF Kansas Douglas COUNTY, ss.
BE IT REMEMBERED, That on this 19th day of January, 19 96, before me, the undersigned, a notary public in and for the County and State aforesaid, came Mathias J. Massoth and Arthena C. Massoth, husband and wife, who are personally known to me to be the same persons who executed the foregoing deed, and duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
Rebecca L. Lero Notary Public



TRACT 2

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Twelve South (T12S), Range Twenth East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of Section Five (5); thence North 89° 47' 16" West a distance of 90.19 feet, said point being on the South line of the Southeast Quarter (SE $\frac{1}{4}$) and the center line of County road; thence North 43° 33' 00" West a distance of 395.19 feet; thence North 28° 33' 45" West a distance of 200.00 feet; thence North 13° 55' 30" West a distance of 200.00 feet; thence North 02° 43' 55" West a distance of 818.83 feet to the point of beginning, said point being the center line of County road; thence South 83° 25' 29" West a distance of 477.91 feet; thence North 08° 41' 54" West a distance of 222.89 feet; thence around a radial curve to the right having a Delta Angle of 98° 54' 38" a radius of 238.42 feet a chord length of 362.35 feet and an arc length of 411.59 feet; thence South 89° 47' 16" East a distance of 250.96 feet, said point being the center line of County Road; thence South 02° 43' 55" East a distance of 439.65 feet to the point of beginning, containing 5.02 acres more or less, subject to public road right-of-way and easements of record.

TRACT 6

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Twelve South (T12S), Range Twenth East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of Section Five (5); thence North 89° 47' 16" West a distance of 803.27 feet, said point being on the South line of the Southeast Quarter (SE $\frac{1}{4}$) and the center line of County road; thence North 08° 41' 54" West a distance of 1,225.78 feet to the point of beginning; thence South 83° 06' 30" West a distance of 599.20 feet, said point being the center line of a creek; thence North 27° 35' 32" West a distance of 136.95 feet; thence North 71° 23' 15" West a distance of 27.30 feet; thence North 38° 39' 35" West a distance of 32.02 feet; thence North 20° 09' 00" East a distance of 102.23 feet; thence North 12° 02' 12" West a distance of 143.07 feet; thence North 53° 29' 16" East a distance of 47.65 feet; thence North 09° 06' 09" East a distance of 253.37 feet; thence North 22° 13' 29" East a distance of 113.46 feet; thence South 89° 47' 16" East a distance of 749.00 feet; thence around a radial curve to the left having a Delta Angle of 98° 54' 38" a radius of 238.42 feet a chord length of 362.35 feet and an arc length of 411.59 feet; thence South 08° 41' 54" East a distance of 430.33 feet to the point of beginning, containing 10.59 acres more or less, subject to easements of record.

TRACT 7

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Twelve South (T12S), Range Twenth East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of Section Five (5); thence North 89° 47' 16" West a distance of 803.27 feet, said point being on the South line of the Southeast Quarter (SE $\frac{1}{4}$) and the center line of County road; thence North 08° 41' 54" West a distance of 407.54 feet to the point of beginning; thence South 83° 00' 53" West a distance of 553.43 feet, said point being the center line of a creek; thence North 04° 17' 26" East a distance of 670.65 feet; thence North 37° 11' 41" West a distance of 68.39 feet; thence North 52° 03' 46" West a distance of 76.08 feet; thence North 73° 51' 13" West a distance of 122.97 feet, said point being the center line of a creek; thence North 83° 06' 30" East a distance of 599.20 feet; thence South 08° 41' 54" East a distance of 818.24 feet to the point of beginning, containing 8.95 acres more or less, subject to easements of record.

TRACT 8

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Twelve South (T12S), Range Twenth East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of Section Five (5); thence North 89° 47' 16" West a distance of 803.27 feet to the point of beginning, said point being on the South line of the Southeast Quarter (SE $\frac{1}{4}$) and the center line of County road; thence continuing North 89° 47' 16" West a distance of 635.13 feet, said point being on the South line of the Southeast Quarter (SE $\frac{1}{4}$) and the center line of County road; thence North 03° 59' 12" East a distance of 63.96 feet; thence North 4° 17' 26" East a distance of 270.11 feet, said point being the center line of a creek; thence North 83° 00' 53" East a distance of 553.43 feet; thence South 08° 41' 54" East a distance of 407.54 feet to the point of beginning, containing 5.02 acres more or less, subject to public road right-of-way and easements of record.

Entered In Transfer Record in my office this
3rd day of Dec., A.D. 20 02
W. Batty James County Clerk
msw

Index Numerical Index SE
No. 244137 Book 815 Page 842
State of Kansas, Douglas County, SS.
Recorded in Book 815 Page(s): 842 - 842
Filed Dec 2, 2002 12:17 PM Fees \$8.00
Register of Deeds

(space above this line for Recording Data)

KANSAS WARRANTY DEED

Day Howell

David L. Snyder and Janene L. Snyder, husband and wife,

CONVEY(S) AND WARRANT(S) TO

Dale Brian Conrad and Angela M. Conrad,
as joint tenants with right of survivorship and not as tenants in common



**ALL THE FOLLOWING DESCRIBED REAL ESTATE
IN DOUGLAS COUNTY, KANSAS.**

A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, described as follows:

Commencing at the Southeast corner of the Southeast Quarter; thence North 89 degrees 47 minutes 16 seconds West, 803.79 feet, said point being on the South line of the Southeast Quarter; thence North 08 degrees 41 minutes 54 seconds West, 1656.11 feet to the Point of Beginning; thence North 60 degrees 42 minutes 11 seconds East, 559.02 feet, said point being the center line of County Road; thence along said center line South 02 degrees 43 minutes 55 seconds East, 222.09 feet; thence South 84 degrees 04 minutes 24 seconds West, 500.78 feet to the point of beginning.

SUBJECT TO: Easements, restrictions and reservations of record, if any.

FOR THE SUM OF: \$1.00 and other valuable consideration.

Dated this 18th day of November, 2002

David L. Snyder

David L. Snyder
Janene L. Snyder

Janene L. Snyder

County of Douglas)
)ss:
State of Kansas)

BE IT REMEMBERED, That on this 18 day of November, 2002, before me, the undersigned, a Notary Public in and for said County and State, came David L. Snyder and Janene L. Snyder, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

My term expires

Sept. 14, 2005

Dayna Lee

Notary Public



Dale Conrad
2049 E 1600 Rd.
Lawrence, KS 66044

3104075

270131

5 Parcel
5-12-20
SE



Index Numerical Index
No. 270131 Book 883 Page 277
State of Kansas, Douglas County, SS.
Recorded in Book 883 Page(s): 277 - 278
Filed Aug 12, 2003 4:25 PM Fees \$9.00
Register of Deeds

John Rasmussen

PARTIAL RELEASE OF MORTGAGE

12343825
Douglas, KS

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, Commercial Federal Bank, hereinafter referred to as "Lender", hereby partially releases the mortgage made to Commercial Federal Mortgage Corporation, hereinafter referred to as "Mortgagee, by Dale Brian Conrad and Angela M Conrad, husband and wife, on the following described real estate, to wit:

SEE BACK

which mortgage is recorded in VOL 547, Page 695 or Instrument No. 93197 of the Mortgage Records of Douglas, State of Kansas .

Commercial Federal Mortgage Corporation hereby expressly reserves mortgage against all other property described in said mortgage. It being the intent hereof to release only the above mentioned property from lien of mortgage.

IN TESTIMONY WHEREOF, the Lender has caused these presents to be executed by its Vice President and its Corporate Seal to be affixed hereto this 19th day of June, 2003.



Commercial Federal Mortgage Corporation

Donna Eltiste

Donna Eltiste,
Vice President

State of Nebraska)
County of Douglas)

On this 19th day of June, 2003, before me the undersigned, a Notary Public in and for said County, personally came Donna Eltiste, Vice President of Commercial Federal Mortgage Corporation, to me personally known to be the identical person whose name, as such officer, is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Lender in said official capacity voluntarily done and executed.

My Commission expires  *Scott A. Schmidt*

Scott A. Schmidt Notary Public

THIS INSTRUMENT PREPARED BY:

Jason B. Proctor
Commercial Federal Bank
10845 Harney St.
Omaha, NE 68154

AFTER RECORDING MAIL TO:

Jason B. Proctor
Commercial Federal Bank
10845 Harney St.
Omaha, NE 68154

A parcel of land located in the Southeast Quarter (SE¼) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE¼); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE¼); thence North 08° 41' 54" West a distance of 1195.42 feet; thence North 83° 25' 27" East a distance of 453.13 feet, said point being the center line of County Road; thence North 02° 43' 55" West a distance of 712.14 feet to the point of beginning, said point being the center line of County Road; thence South 72° 11' 04" West a distance of 1128.98 feet, said point being the center line of creek; thence North 09° 06' 09" East a distance of 212.48 feet; thence North 22° 13' 29" East a distance of 132.49 feet; thence North 22° 08' 09" West a distance of 90.10 feet; thence North 52° 25' 32" East a distance of 64.49 feet; thence South 83° 03' 31" East a distance of 66.63 feet; thence North 42° 15' 43" East a distance of 69.89 feet; thence South 70° 31' 19" East a distance of 53.99 feet; thence North 56° 46' 55" East a distance of 53.06 feet; thence South 76° 45' 56" East a distance of 38.05 feet; thence North 23° 31' 41" East a distance of 70.40 feet; thence South 62° 08' 33" East a distance of 92.95 feet, said point being the center line of creek; thence South 12° 20' 38" East a distance of 65.36 feet; thence North 76° 59' 39" East a distance of 650.36 feet; thence South 24° 02' 05" East a distance of 30.00 feet, said point being the center line of County Road; thence South 65° 57' 55" West a distance of 25.00 feet; thence South 22° 05' 40" West a distance of 70.00 feet; thence South 02° 43' 55" East a distance of 157.21 feet to the point of beginning, containing 7.93 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 3

A parcel of land located in the Southeast Quarter (SE¼) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE¼); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE¼); thence North 08° 41' 54" West a distance of 1195.42 feet to the point of beginning; thence South 86° 00' 10" West a distance of 600.93 feet, said point being the center line of creek; thence North 27° 35' 32" West a distance of 136.95 feet; thence North 71° 23' 15" West a distance of 27.30 feet; thence North 38° 39' 35" West a distance of 32.02 feet; thence North 20° 09' 00" East a distance of 102.23 feet; thence North 12° 02' 12" West a distance of 143.07 feet; thence North 53° 29' 16" East a distance of 47.63 feet; thence North 09° 06' 09" East a distance of 40.89 feet, said point being the center line of creek; thence North 72° 11' 04" East a distance of 1128.98 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East a distance of 256.41 feet; thence South 84° 04' 24" West a distance of 500.78 feet; thence South 08° 41' 54" East a distance of 460.69 feet to the point of beginning, containing 10.09 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 4

A parcel of land located in the Southeast Quarter (SE¼) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE¼); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE¼); thence North 08° 41' 54" West a distance of 1195.42 feet to the Point of Beginning; thence continuing North 08° 41' 54" West a distance of 460.69 feet; thence North 84° 04' 24" East a distance of 500.78 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East a distance of 455.73 feet; thence South 83° 25' 27" West a distance of 453.13 feet to the point of beginning, containing 5.01 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 5

A parcel of land located in the Southeast Quarter (SE¼) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE¼); thence North 89° 47' 16" West a distance of 1187.92 feet to the point of beginning, said point being on the South line of the Southeast Quarter (SE¼); thence continuing North 89° 47' 16" West a distance of 251.00 feet, said point being on the South line of the Southeast Quarter (SE¼) and the center line of creek; thence North 03° 33' 07" East a distance of 63.96 feet; thence North 04° 17' 26" East a distance of 940.77 feet; thence North 37° 11' 32" West a distance of 68.40 feet; thence North 52° 03' 46" West a distance of 76.08 feet; thence North 73° 51' 13" West a distance of 122.97 feet, said point being the center line of creek; thence North 86° 00' 10" East a distance of 600.93 feet; thence South 08° 41' 54" East a distance of 324.42 feet; thence South 81° 18' 06" West a distance of 164.63 feet; thence South 05° 29' 43" East a distance of 95.03 feet; thence South 07° 36' 05" West a distance of 746.63 feet to the point of beginning, containing 8.62 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 6

A parcel of land located in the Southeast Quarter (SE¼) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE¼); thence North 89° 47' 16" West a distance of 803.79 feet to the point of beginning, said point being on the South line of the Southeast Quarter (SE¼); thence continuing North 89° 47' 16" West a distance of 384.13 feet, said point being on the South line of the Southeast Quarter (SE¼); thence North 07° 36' 05" East a distance of 746.63 feet; thence North 05° 29' 43" West a distance of 95.03 feet; thence North 81° 18' 06" East a distance of 164.63 feet; thence South 08° 41' 54" East a distance of 871.00 feet to the point of beginning, containing 5.14 acres more or less, subject to public road right-of-way and easements of record.

270132

KANSAS SECURED TITLE

3104075



5 Parcel
5-12-20
SE
Index Numerical Index
No. 270132 Book 883 Page 27
State of Kansas, Douglas County, KS
Recorded in Book 883 Page(s): 279 - 28
Filed Aug 12, 2003 4:25 PM Fees \$36.00 MrTax \$468.0
Indebt. \$180,000.00 Total Fees \$504.0
Jay Pennell Register of Deeds

State of Kansas

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 07-25-2003 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DALE BRIAN CONRAD AND ANGELA M. CONRAD, HUSBAND AND WIFE
2049 EAST 1600 ROAD
LAWRENCE, KS 66044

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: MIDAMERICAN BANK & TRUST COMPANY, N.A.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
401 DELAWARE
LEAVENWORTH, KS 66048
48-0306563

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property: **AS PER EXHIBIT "A" ATTACHED**

The property is located in DOUGLAS at 5 PARCELS OF LAND LOCATED AT 2049
(County)

EAST 1600 ROAD LAWRENCE, Kansas 66044
(Address) (City) (Zip Code)

KANSAS - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT
(NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES) (page 1 of 7)
Expens™ © 1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-KS 2/21/2002

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 180,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. The limitation is for the purposes set forth in K.S.A. § 9-1101, § 58-2336 and § 79-3102.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)* PROMISSORY NOTE #1726754 DATE JULY 25, 2003 IN THE AMOUNT OF \$180,000.00. DEBTORS: DALE BRIAN CONRAD AND ANGELA M. CONRAD.
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, or such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the Security Instrument. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

(page 2 of 7)

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

15. **DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;

- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all reasonable costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, collection agency fees or attorneys' fees, but not both, and other legal costs and expenses incurred by Lender in exercising any remedy under this Loan or under the law, for all persons other than salaried employees of Lender. This Security Instrument shall remain in effect until released.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance" or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

21. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any

(page 5 of 7)

additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

23. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
24. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
26. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal, homestead exemption, and redemption rights relating to the Property. However, the waiver of redemption is not applicable to that portion of the Property that covers agricultural land or a single or two-family dwelling owned by or held in trust for a natural person.
27. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
28. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
 - Purchase Money Mortgage.** The Secured Debt includes money which is used in whole or in part to purchase the Property.

(page 6 of 7)

Additional Terms.

29. **WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Entity Name: _____
Dale Brian Conrad 7/27/03
(Signature) DALE BRIAN CONRAD (Date)

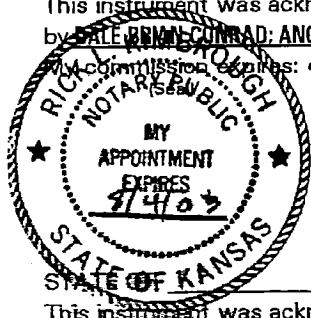
(Signature) (Date)

Angela M. Conrad 7/27/03
(Signature) ANGELA M. CONRAD (Date)

(Signature) (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF KANSAS, COUNTY OF LEAVENWORTH } ss.
This instrument was acknowledged before me this 27~~th~~ day of JULY, 2003
by DALE BRIAN CONRAD; ANGELA M. CONRAD, HUSBAND AND WIFE



Rick L. Kieburg
(Notary Public)

My commission expires: Aug. 4, 2003

(Business or Entity Acknowledgment) This instrument was acknowledged before me this _____ day of _____ } ss.
by _____ (Title(s))
of _____ (Name of Business or Entity)
a _____ on behalf of the business or entity.
My commission expires: _____
(Seal) _____
(Notary Public)

EXHIBIT "A"

(There is no Parcel 1)

PARCEL 2:

A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter; thence North 89° 47' 16" West, 803.79 feet, said point being on the South line of the Southeast Quarter; thence North 08° 41' 54" West, 1195.42 feet; thence North 83° 25' 27" East, 453.13 feet, said point being the center line of County Road; thence North 02° 43' 55" West, 712.14 feet to the point of beginning, said point being the center line of County Road; thence South 72° 11' 04" West, 1128.98 feet, said point being the center line of creek; thence North 09° 06' 09" East, 212.48 feet; thence North 22° 13' 29" East, 132.49 feet; thence North 22° 08' 09" West, 90.10 feet; thence North 52° 25' 32" East, 64.49 feet; thence South 83° 03' 31" East, 66.63 feet; thence North 42° 15' 43" East, 69.89 feet; thence South 70° 31' 19" East, 53.99 feet; thence North 56° 46' 55" East, 53.06 feet; thence South 76° 45' 56" East, 38.05 feet; thence North 23° 31' 41" East, 70.40 feet; thence South 62° 08' 33" East, 92.95 feet, said point being the center line of creek; thence South 12° 20' 38" East, 65.36 feet; thence North 76° 59' 39" East, 650.36 feet; thence South 24° 02' 05" East, 30.00 feet, said point being the center line of County Road; thence South 65° 57' 55" West, 25.00 feet; thence South 22° 05' 40" West, 70.00 feet; thence South 02° 43' 55" East, 157.21 feet to the point of beginning.

PARCEL 3:

A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter; thence North 89° 47' 16" West, 803.79 feet, said point being on the South line of the Southeast Quarter; thence North 08° 41' 54" West, 1195.42 feet to the point of beginning; thence South 86° 00' 10" West, 600.93 feet, said point being the center line of creek; thence North 27° 35' 32" West, 136.95 feet; thence North 71° 23' 15" West, 27.30 feet; thence North 28° 39' 35" West, 32.02 feet; thence North 20° 09' 00" East, 102.23 feet; thence North 12° 02' 12" West, 143.07 feet; thence North 53° 29' 16" East, 47.63 feet; thence North 09° 06' 09" East, 40.89 feet, said point being the center line of creek; thence North 72° 11' 04" East, 1128.98 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East, 256.41 feet; thence South 84° 04' 24" West, 500.78 feet; thence South 08° 41' 54" East, 460.69 feet to the point of beginning.

PARCEL 4:

A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter; thence North 89° 47' 16" West, 803.79 feet, said point being on the South line of the Southeast Quarter; thence North 08° 41' 54" West, 1195.42 feet to the point of beginning; thence North 08° 41' 54" West, 460.69 feet; thence North 84° 04' 24" East, 500.78 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East, 455.73 feet; thence South 83° 25' 27" West, 453.13 feet to the point of beginning.

PARCEL 5:

A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter; thence North 89° 47' 16" West, 1187.92 feet to the point of beginning, said point being on the South line of the Southeast Quarter; thence continuing North 89° 47' 16" West, 251.00 feet, said point being on the South line of the Southeast Quarter and the center line of creek; thence North 03° 33' 07" East, 63.96 feet; thence North 04° 17' 26" East, 940.77 feet; thence North 37° 11' 32" West, 68.40 feet; thence North 52° 03' 46" West, 76.08 feet; thence North 73° 51' 13" West, 122.97 feet, said point being the center line of creek; thence North 86° 00' 10" East, 600.93 feet; thence South 08° 41' 54" East, 324.42 feet; thence South 81° 18' 06" West, 164.63 feet; thence South 05° 29' 43" East, 95.05 feet; thence South 07° 36' 05" West, 746.63 feet to the point of beginning.

PARCEL 6:

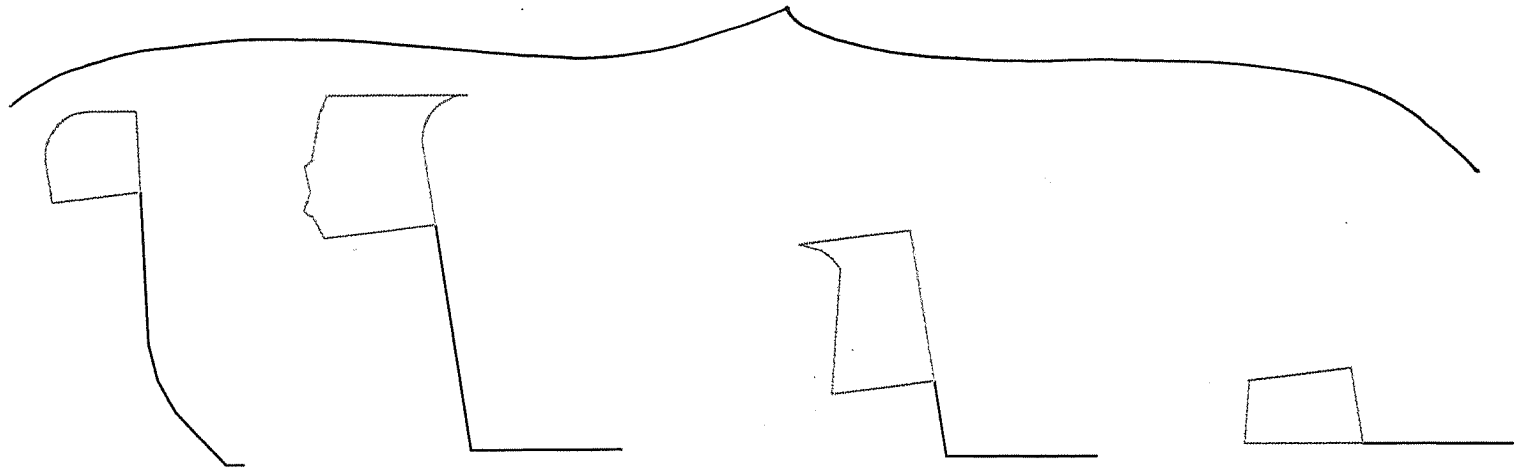
A parcel of land located in the Southeast Quarter of Section 5, Township 12 South, Range 20 East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter; thence North 89° 47' 16" West, 803.79 feet to the point of beginning, said point being on the South line of the Southeast Quarter; thence continuing North 89° 47' 16" West, 384.13 feet, said point being on the South line of the Southeast Quarter; thence North 07° 36' 05" East, 746.63 feet; thence North 05° 29' 43" West, 95.03 feet; thence North 81° 18' 06" East, 164.63 feet; thence South 08° 41' 54" East, 871.00 feet to the point of beginning.



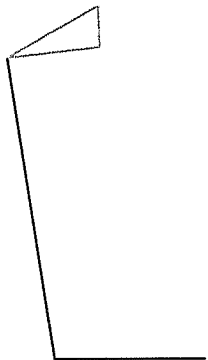




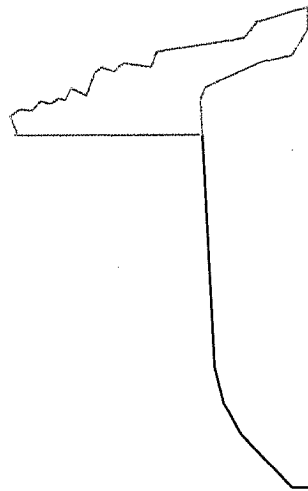
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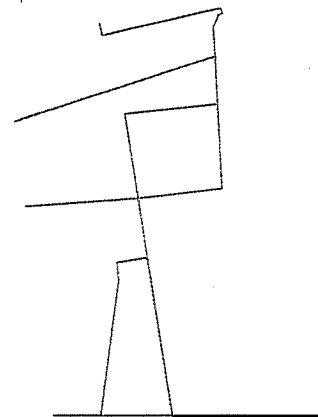
B815 P842



B457 P1618



SURVEY 6483

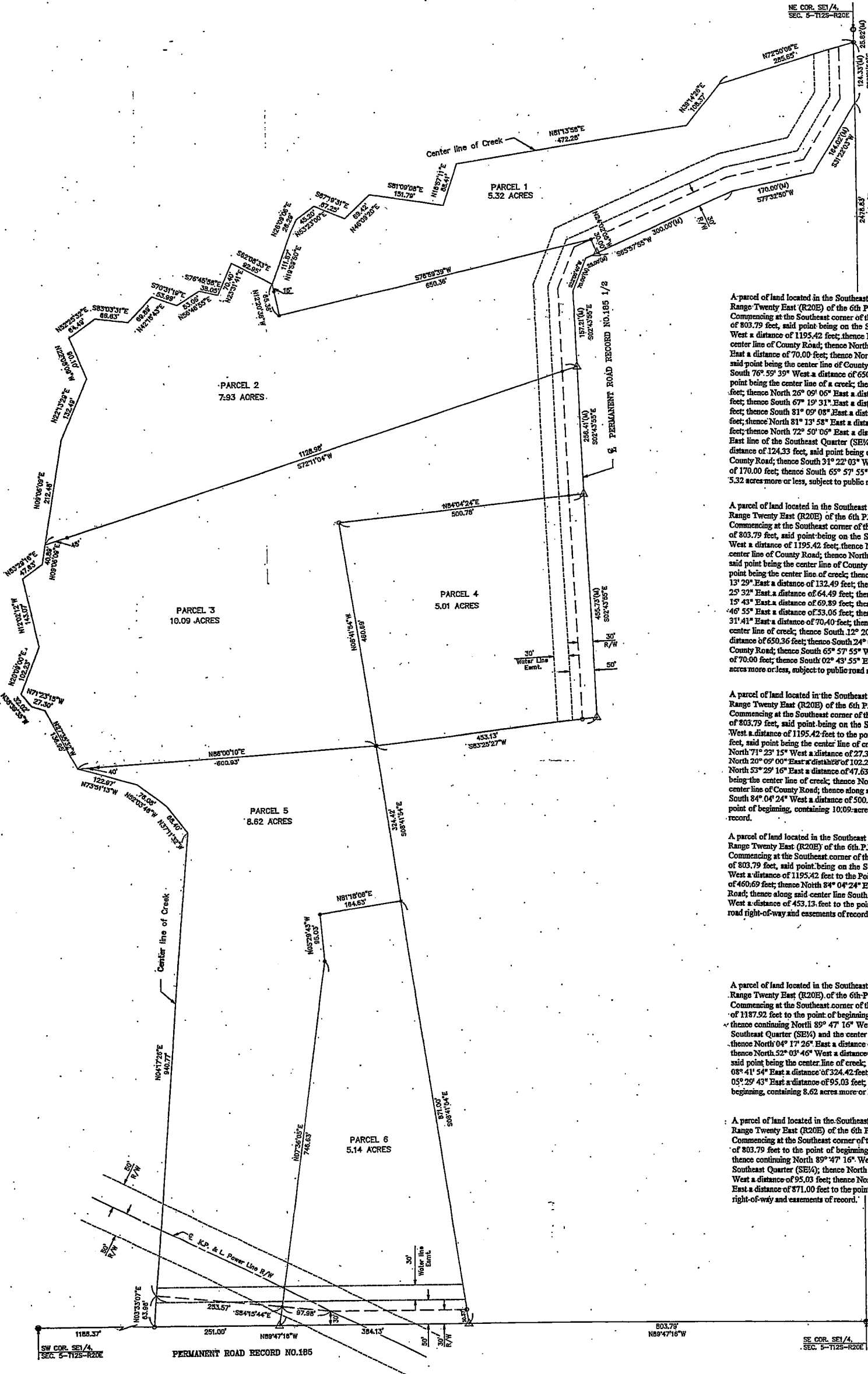


6483

PLAT OF SURVEY

FRED G. ROGERS, 13143 ARROWHEAD DRIVE, PERRY, KS 66073, (785) 597-5436

ORDERED BY Rudy Conrad
DATE OF SURVEY June 13, 2002, PARTY FR/PR JOB NO. 42-02



PARCEL 1
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE 1/4); thence North 08° 41' 54" West a distance of 1195.42 feet; thence North 83° 25' 27" East a distance of 453.13 feet, said point being the center line of County Road; thence North 02° 43' 55" West a distance of 869.35 feet; thence North 22° 05' 40" East a distance of 70.00 feet; thence North 65° 57' 55" East a distance of 25.00 feet to the Point of Beginning, said point being the center line of County Road; thence North 24° 02' 05" West a distance of 30.00 feet; thence South 76° 59' 39" West a distance of 650.36 feet; thence North 12° 20' 38" West a distance of 65.36 feet, said point being the center line of a creek; thence along said center line North 19° 59' 50" East a distance of 111.87 feet; thence North 26° 09' 05" East a distance of 26.29 feet; thence North 53° 23' 00" East a distance of 45.20 feet; thence North 67° 19' 31" East a distance of 67.25 feet; thence North 46° 09' 20" East a distance of 69.42 feet; thence South 81° 09' 08" East a distance of 47.28 feet; thence North 18° 57' 11" East a distance of 88.41 feet; thence North 81° 13' 58" East a distance of 151.79 feet; thence North 39° 14' 26" East a distance of 108.37 feet; thence North 72° 50' 06" East a distance of 285.65 feet, said point being the center line of creek and the East line of the Southeast Quarter (SE 1/4) and center line of County Road; thence South 00° 01' 50" East a distance of 124.33 feet, said point being on the East line of the Southeast Quarter (SE 1/4) and the center line of County Road; thence South 31° 22' 03" West a distance of 164.02 feet; thence South 77° 32' 50" West a distance of 170.00 feet; thence South 65° 57' 55" West a distance of 300.00 feet to the point of beginning, containing 5.32 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 2
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE 1/4); thence North 08° 41' 54" West a distance of 1195.42 feet; thence North 83° 25' 27" East a distance of 453.13 feet, said point being the center line of County Road; thence North 02° 43' 55" West a distance of 712.14 feet to the point of beginning, said point being the center line of County Road; thence South 72° 11' 04" West a distance of 1128.98 feet, said point being the center line of creek; thence North 09° 06' 09" East a distance of 212.48 feet; thence North 22° 13' 29" East a distance of 132.49 feet; thence North 22° 08' 09" West a distance of 90.10 feet; thence North 52° 25' 32" East a distance of 64.49 feet; thence South 83° 03' 31" East a distance of 66.63 feet; thence North 42° 15' 43" East a distance of 69.89 feet; thence South 70° 31' 19" East a distance of 53.99 feet; thence North 56° 46' 55" East a distance of 33.06 feet; thence South 76° 45' 56" East a distance of 38.05 feet; thence North 36° 31' 41" East a distance of 70.40 feet; thence South 62° 08' 33" East a distance of 92.95 feet, said point being the center line of creek; thence South 12° 20' 38" East a distance of 65.36 feet; thence North 76° 59' 39" East a distance of 650.36 feet; thence South 24° 02' 05" East a distance of 30.00 feet, said point being the center line of County Road; thence South 65° 57' 55" West a distance of 25.00 feet; thence South 22° 05' 40" West a distance of 70.00 feet; thence South 02° 43' 55" East a distance of 157.21 feet to the point of beginning, containing 7.93 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 3
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE 1/4); thence North 08° 41' 54" West a distance of 1195.42 feet to the point of beginning; thence South 86° 09' 10" West a distance of 600.93 feet, said point being the center line of creek; thence North 27° 35' 32" West a distance of 136.95 feet; thence North 71° 23' 15" West a distance of 27.30 feet; thence North 38° 39' 35" West a distance of 32.02 feet; thence North 20° 09' 00" East a distance of 102.23 feet; thence North 12° 02' 12" West a distance of 143.07 feet; thence North 53° 29' 16" East a distance of 47.63 feet; thence North 09° 06' 09" East a distance of 40.89 feet, said point being the center line of creek; thence North 72° 11' 04" East a distance of 1128.98 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East a distance of 256.41 feet; thence South 84° 04' 24" West a distance of 500.78 feet; thence South 08° 41' 54" East a distance of 460.69 feet to the point of beginning, containing 10.09 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 4
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 803.79 feet, said point being on the South line of the Southeast Quarter (SE 1/4); thence North 08° 41' 54" West a distance of 1195.42 feet to the Point of Beginning; thence continuing North 08° 41' 54" West a distance of 460.69 feet; thence North 84° 04' 24" East a distance of 500.78 feet, said point being the center line of County Road; thence along said center line South 02° 43' 55" East a distance of 455.73 feet; thence South 83° 25' 27" West a distance of 453.13 feet to the point of beginning, containing 5.01 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 5
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 1187.92 feet to the point of beginning, said point being on the South line of the Southeast Quarter (SE 1/4); thence continuing North 89° 47' 16" West a distance of 251.00 feet, said point being on the South line of the Southeast Quarter (SE 1/4) and the center line of creek; thence North 03° 33' 07" East a distance of 63.96 feet; thence North 04° 17' 26" East a distance of 940.77 feet; thence North 37° 11' 32" West a distance of 68.40 feet; thence North 52° 03' 46" West a distance of 76.08 feet; thence North 73° 51' 13" West a distance of 122.97 feet, said point being the center line of creek; thence North 86° 00' 10" East a distance of 600.93 feet; thence South 08° 41' 54" East a distance of 324.42 feet; thence South 81° 18' 05" West a distance of 164.63 feet; thence South 05° 29' 43" East a distance of 95.03 feet; thence South 07° 36' 05" West a distance of 746.63 feet to the point of beginning, containing 8.62 acres more or less, subject to public road right-of-way and easements of record.

PARCEL 6
A parcel of land located in the Southeast Quarter (SE 1/4) of Section Five (5), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter (SE 1/4); thence North 89° 47' 16" West a distance of 803.79 feet to the point of beginning, said point being on the South line of the Southeast Quarter (SE 1/4); thence continuing North 89° 47' 16" West a distance of 384.13 feet, said point being on the South line of the Southeast Quarter (SE 1/4); thence North 07° 36' 05" East a distance of 746.63 feet; thence North 05° 29' 43" West a distance of 95.03 feet; thence North 81° 18' 06" East a distance of 164.63 feet; thence South 08° 41' 54" East a distance of 871.00 feet to the point of beginning, containing 5.14 acres more or less, subject to public road right-of-way and easements of record.

SCALE: 1"=100'
ALL BEARINGS ARE ASSUMED
LEGEND
• 1/2" x 24" Iron Pin Set w/cap
○ 5/8" Iron Pin Found (Set In 1991)
● 1/2" Iron Pin Found (Record Location)
○ 5/8" Iron Pin Found (Survey No.4394)
△ 60d Noll Set
(M) Measured Distance

REVIEWED IN COMPLIANCE WITH K.S.A. 68-2005
Michael D. Kelly
MICHAEL D. KELLY, L.S.
COUNTY SURVEYOR

I hereby certify that this survey was conducted under my direct supervision on June 13, 2002, and that all corners were set or found. This survey does not certify ownership or easements.
FRED G. ROGERS
SURVEYOR
Fred G. Rogers, LS-64



UPPER WAKARUSA WATERSHED RESTORATION AND PROTECTION STRATEGY

(WRAPS)

The WRAPS Program

Non point sources of contaminants have resulted in water quality impairments to streams and lakes. The Watershed Restoration and Protection Strategy is an opportunity for landowners, residents, municipalities, and other interests in a watershed to influence the way water quality challenges are met that will protect water supplies, human health, and aquatic life.

Water Quality Challenges in the Watershed

Sediment and attached nutrients are:

- filling Clinton Lake decreasing capacity
- increasing algae blooms that cause taste and odor which shuts down water supply
- detrimental to aquatic species like fish

Bacteria in Wakarusa River and Clinton Lake:

- is a health risk for water contact recreational uses and consumptive water supply
- contributes to nutrients in the River and Lake

Problems occur during runoff events

Primary Sources of Sediment are:

- washoff from fields, pasture, construction sites and barren areas during storm events
- erosion of streambed and banks from excessive runoff caused by destruction of native vegetation

Primary Sources of Bacteria are:

- livestock and wildlife in or very near the stream
- confined livestock and household effluent

Program Outreach and Coordination

- Public Input – several public meetings have been held to discuss priorities and ideas for improving water quality with landowners and other interests in the watershed
- Education – technical materials and workshops are available to learn about water and land management practices that will decrease sediment, nutrients, and bacteria from entering streams and lakes
- Demonstration Projects – funding is available to implement land and water management practices that decrease sediment, nutrients, and bacteria from entering streams and lakes
- Other programs – the WRAPS program is committed to coordination of funding with NRCS, SCC, Wildlife Initiatives, Urban Planning and other state and federal cost share programs for conservation and water quality management

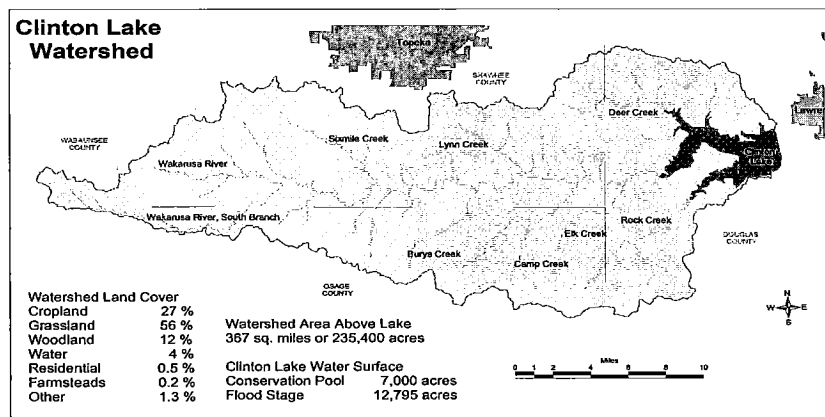
Funds Are Available

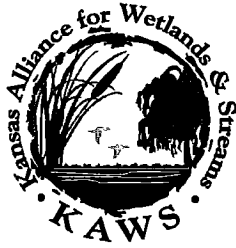
For assistance in applying for the WRAPS program funds for these practices contact:

Tom Huntzinger, WRAPS Coordinator
785-766-6717

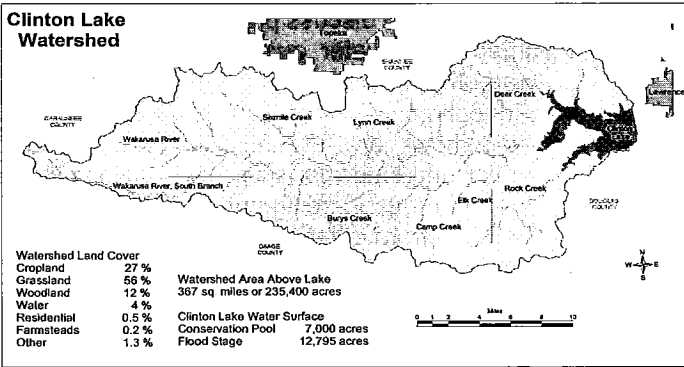
Will Boyer, KSU Ext. Specialist
785-587-7828

www.kaws.org/upper-wakarusa-watershed





Stamp

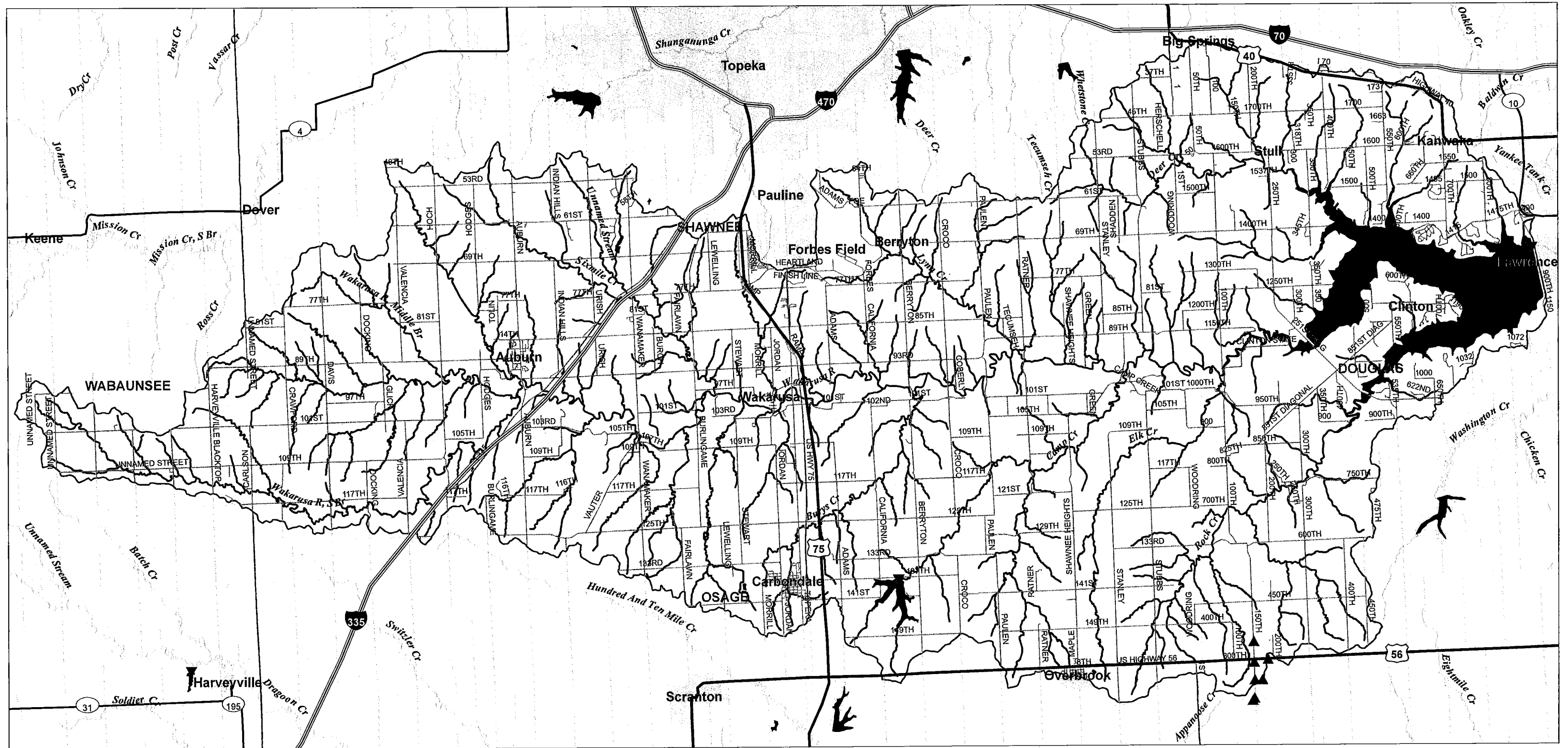


Leadership Team

Patti Adams
Wayne Lukert
Bruce Smith
Keith Whealy
Robert Bierly
Richard Runnebaum
Judy Boltman
SanDe Fishburn
Lori Griffith
John Bond

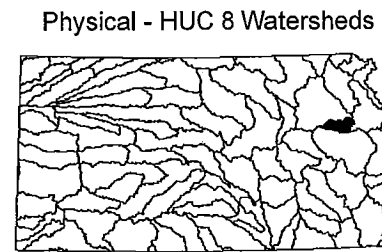
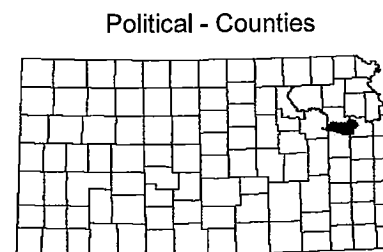
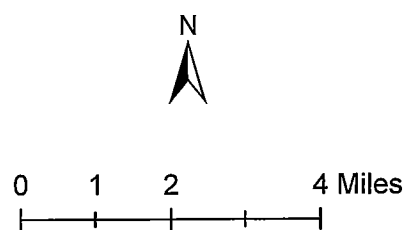
UPCOMING ACTIVITIES

Upper Wakarusa Stream Network



Map Key

- | | | |
|--------------------------|-----------------------------|------------------------------------|
| Upper Wakarusa Watershed | Roads Classification | Public Water Supply Sources |
| River or Stream | Interstate | Well |
| Lake | US | Intake |
| City or Developed Area | State | Reservoir |
| County Boundary | Local Roads | Spring |
| | | Infiltration Gallery |



Map area shown in blue.



Map produced by
Kansas Department of Health & Environment
September 2008

MEMORANDUM

TO: Douglas County Board of County Commissioners
Craig Weinaug, Douglas County Administrator

FROM: Keith R. Dabney, Director, Zoning & Codes Department

DATE: June 5, 2009

RE: Resolution Amending a Planning and Zoning Classification from "A"
Agricultural District to "A-1" Suburban Home District

Please find attached a resolution amending a Planning and Zoning Classification from "A" Agricultural District to "A-1" Suburban Home District. The aforementioned was previously approved by the Douglas County Board of County Commissioners on January 9, 2006.

The following were the conditions of approval for the final plat:

1. Change the Certificate of Governing Body to the Douglas County Commission.
2. Modify the name of the Planning Commission Chairperson to Terry Riordan.
3. Execution of a water supply agreement between the Health Department and the developer.
4. Documentation of the completion of a septic system site evaluation by the Health Department.
5. Provision of the following fees and recording documentation:
 - a. A current copy of a paid property tax receipt.
 - b. Recording fees made payable to the Douglas County Register of Deeds.

The Final Plat was filed April 18, 2006, Book 18, Page 21. The planner handling this rezoning issue left and our office was not notified that the applicant had met the conditions of approval. The applicant has since passed away.

RESOLUTION NO. _____

A RESOLUTION RELATING TO AND AMENDING A REGULATED PLANNING AND ZONING CLASSIFICATION WITHIN THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, created under the authority of K.S.A. 12-757 through K.S.A. 12-721, after holding a public hearing as required by Section 24-3 of the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," has recommended that the Board of County Commissioners change a certain zoning classification, the nature and description of such change being fully set forth below;

Final Plat – Audrey Addition, in the Southwest Quarter of Section 29, Township 13 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas.

WHEREAS, on January 9, 2006, the Board of County Commissioners found that, for the purpose of promoting and protecting values throughout Douglas County, Kansas, or for any one or more such purposes, the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas" should be amended as recommended by the Lawrence-Douglas County Planning Commission by changing the zoning classification set forth below; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," the following change in zoning classification shall be made: The zoning classification is changed from "A" (Agricultural District) to "A-1" (Suburban Home Residential District) on property described as follows;

Audrey's Addition

This resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and published once in the official County newspaper.

ADOPTED this _____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

ATTEST:

Jim Flory, Member

County Clerk

Mike Gaughan, Member

Memorandum
City of Lawrence
Fire Medical

**To: The Board of County Commissioners
Craig Weinaug, County Administrator**

From: Mark Bradford, Fire Chief

Date: May 27, 2009

Re: Purchase of Medic Unit

Background:

As part of our medic unit replacement program we replace medic units on an approximate 8-10 year time frame. The replacement process has evolved and now utilizes an evaluation system that takes into account mileage, engine hours, age and other factors. This system is much more objective than simply looking at years of service and is intended to retire units prior to extensive maintenance cost and potential breakdowns during emergency incidents.

The Fire Medical Department maintains six primary units for response in Douglas County and five secondary units. The primary use of secondary units is to activate additional medic units with overtime staffing all primary ambulances are committed to medical calls throughout the county. They are also used for events such as high school football games, KU events and a variety of other events as well as replacing a primary unit that is down for maintenance issues.

The department currently uses medic units constructed by American Emergency Vehicles (AEV). The Body is fabricated by AEV and assembled on a Freightliner chassis with caterpillar engines. These units have proven reliable and have stood up to the demands placed on them. In an effort to evaluate units that will reduce cost we are evaluating GMC 4500 chassis for the next replacement. The department currently utilizes one of the chassis on the investigation unit but has not subjected it to the higher call volumes of primary medic units.

Purchasing Plan:

The Fire Medical Department has developed specifications to replace one medic units. Leavenworth County EMS bid medic units in March 2009 and awarded the bid to AEV. AEV has extended this bid to allow Lawrence Fire Medical to purchase medic units off the same contract.

Action Request:

Fire Medical Department staff requests approval from the County Commission to purchase two AEV medic units utilizing the Leavenworth County Bid for a purchase price of \$390,000 (\$195,000 each).

Memorandum

To: Nancy Thellman, Chair
Jim Flory, Commissioner
Mike Gaughan, Commissioner

CC: Craig Weinaug, County Administrator

From: Emily Jackson, Management Intern

Date: June 15, 2009

RE: Creation of a Jointly Funded Sustainability Coordinator Position with the City of Lawrence

Background

Many cities and counties across the country have recently created positions that are focused on promoting environmental and economic sustainability throughout the community, as well as coordinating sustainable practices in their internal operations. The changes that have resulted from the creation of these positions have been very widespread and have ranged from environmentally and economically efficient upgrades to government buildings, to the coordination of groups of homeowners looking to install solar panels on their rooftops at a reduced rate, to the creation of local agriculture and food systems that have brought significant economic development to the community. In our area, Kansas City, Missouri and Johnson County have both hired Sustainability Coordinators who have been successful in identifying and promoting energy and cost saving initiatives both to the internal organization and the community at large.

In an effort to protect, promote and best utilize the environmental and economic resources that Douglas County has, we are looking to create a Sustainability Coordinator position which will work with both Douglas County and the City of Lawrence to promote the idea and practice of environmental and economic sustainability in our community.

Position Description

The proposed Sustainability Coordinator position will work under the supervision of the Douglas County Administrator, but will be supervised by the Lawrence City Manager on projects that are specific to the City.

The attached draft job description outlines possible responsibilities of the Sustainability Coordinator. At this point in time, the job description has been kept fairly general to allow for some degree of growth and development in the projects that the Sustainability Coordinator will be responsible for.

Position Funding

The estimated cost of this position is \$80,000 annually, which includes salary and benefits for the incumbent. This amount was determined by taking into account the salary ranges of similar

positions in the area, as well as a comparison of the proposed position to similar positions on the County's current salary schedule.

At present, the County Administrator has an informal agreement with the Lawrence City Manager about how to jointly fund the position. Under this agreement, the City will fund 100% of the position in the first twelve months, using anticipated Energy Efficiency Community Block Grant stimulus funds that the City is currently applying for. The second twelve months of the position will be funded 100% out of the County's general fund. In the third year and beyond, the City and County will share funding, with the City paying 40% and the County paying 60%.

If approved by both the City and County Commissions, we hope to have someone filling this position by September 1st. If this is the case, the City will fully fund the position through September of 2010. The County Administrator's proposed 2010 budget includes \$20,000 to fund the Sustainability Coordinator position during the fourth quarter of next year. To meet our funding obligation for the remainder of the second year of the position, the County will need to allocate approximately \$72,000 in 2011 (\$60,000 to pay for the last nine months of the position in the second year and then 60% of three months of the position cost [\$12,000] to pay for the first three months of the position in the third year.

Recommendation

It is recommended that the Board of County Commissioners discuss the possibility of jointly creating a Sustainability Coordinator position with the City of Lawrence. If the Commission wishes, it can formally assert its support or opposition to the creation of this position; or, it can wait to make a determination about whether or not to create the position as a part of the budget discussion and approval process.

Sustainability Coordinator

Douglas County / City of Lawrence, Kansas

Job Classification

Sustainability Coordinator

Department

Administration (Douglas County)

Supervisor

The incumbent will work under the supervision of the Douglas County Administrator for administrative purposes; under the supervision of the Lawrence City Manager for direction on projects done specifically for the City, and the Douglas County Administrator for direction on projects done for the County. Evaluations shall be the responsibility of the County Administrator with input from the City Manager.

Job Summary

Under the direction of the County Administrator and the City Manager, the Sustainability Coordinator will develop, coordinate, and monitor programs which increase the environmental sustainability and economic health and development of the City of Lawrence and Douglas County. A particular focus shall be upon improving resource efficiency and planning through collaboration with key partners and innovation based upon best-practices, with accountability for both short-term benefits and long-term policies to enhance the sustainability and vitality of the local community.

Responsibilities May Include:

- Coordinating the implementation of energy efficiency and resource conservation measures for city and county property and services (such as those identified in the County's existing facility conservation improvement plan audit);
- Serving as the chief public contact for issues and advances in local government sustainable practices and policy;
- Coordinating neighborhood and regional efforts towards sustainability;
- Coordinating City and County departmental efforts toward sustainable practices;
- Participating in City/County Commission and administrative policy updates integrating the goals and practices of sustainability;
- Developing programs to inform staff and the community about sustainability efforts and benefits and keeping sustainability goals at a high level of awareness;
- Identifying potential funding sources and preparing grant applications related to sustainability projects and partners;
- Working with businesses and economic development staff to promote the City of Lawrence and Douglas County as a center of innovation and achievement in the area of sustainability;
- Coordinating with representatives of federal, state, local governments; community organizations; and non-governmental organizations to identify and accomplish regional sustainability goals;
- Other duties as assigned by the County Administrator and the City Manager.

Minimum Qualifications

Bachelor's Degree from an accredited college or university in Public Administration, Business Administration, Political Science, Energy or Resource Management, Environmental Sciences, or a related field. Three years of increasingly responsible experience working with the public and multiple partners in areas related to sustainable practices, community education, community organization, or public relations.

Incumbent must also possess the following knowledge, skills and abilities:

Knowledge

- Knowledge of the basic principles and practices of environmental protection and natural resource management; food, water, and energy systems; and sustainable economic development;
- Knowledge of and ability to interpret city, county, state, and federal regulations pertaining to environmental quality and natural resource management;
- Knowledge of principles and practices of public sector organization and program operations; project management, including planning, scheduling, monitoring, and problem solving; methods and procedures of budget development and monitoring; public/community relations, instruction, persuasion and negotiation; application and interpretation of state and federal laws and regulations relevant to sustainability; countywide policies and procedures; trends and best practices in the area of sustainability.

Skills

- Outstanding collaboration, management, and communication skills;
- Excellent communication skills, both orally and in writing, as well as excellent public presentation skills.

Abilities

- Ability to establish and maintain effective working relationships with City and County staff, elected officials, the business community, and public;
- Ability to comprehend and implement regulations governing sustainability practices;
- Ability to motivate people to participate in sustainability practices;
- Ability to plan, organize and manage several concurrent projects or tasks;
- Ability to function as team leader, partnering with diverse functional units to achieve goals;
- Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects.

Physical Requirements:

While performing the functions of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, or sit. The employee must occasionally lift and/or move up to 25 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

**PUBLIC WORKS
DEPARTMENT**
June 15, 2009

- Public Works Department*
- Engineering Division
 - Operations Division
 - Parks
 - Noxious Weeds
 - Fleet Maintenance

- Engineering Division functions*
- Engineering design
 - Engineering studies (traffic, drainage, structural)
 - Bridge & culvert inspection
 - Drafting
 - Surveying
 - Right-of-Way acquisition
 - Construction inspection

Engineering Division functions

- Project management
- Permits (utilities, oversize loads, entrances)
- Plan review
- Survey & Plat review
- Data collection (traffic counts, accidents)

Engineering Division functions

- Asset management (pavement, bridges, culverts, traffic control devices)
- Administrative road issues (benefit districts, road creations/vacations, road relocations, minimum maintenance, etc.)
- Sewer benefit districts
- Section corner management
- Archive maintenance

Operations Division functions

- Rock road maintenance
- "Hard surfaced" road maintenance
- Culverts
- Bridge maintenance
- Ditches and roadsides
- Drainage channels
- Traffic control devices
- Snow & ice fighting

Parks

- Lone Star Lake
- Wells Overlook
- Boyd Prairie Preserve
- Hike/Bike path north of Clinton Pkwy
- Pearson Park
- Chicken Creek Arch

Noxious Weeds

- Herbicide applications
- Herbicide sales
- Equipment rental
- Noxious weed inspections
- Violation notices
- Reports to state

Fleet Maintenance

- Maintain entire county fleet
 - >69 cars
 - >35 pickups
 - >9 mid-size trucks
 - >11 large trucks
 - >17 heavy construction equipment
 - >1 E.M. mobile command center
 - >90 miscellaneous and small equipment

Public Works Department

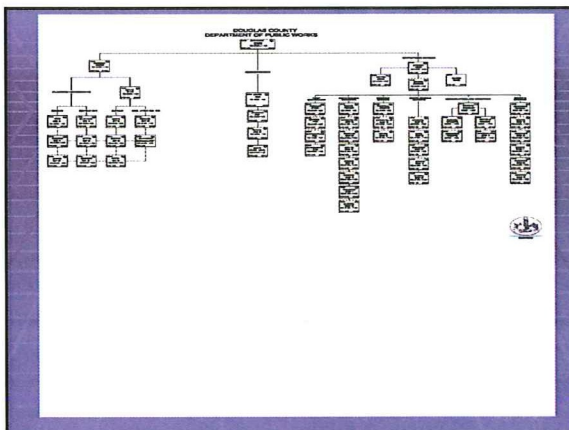
Engineering Division sections

- Construction inspection
- Design
- Survey
- Right-of-Way/Utilities
- Administration

Public Works Department

Operations Division crews

- Gravel roads & culverts
- Bridge and drainage
- Paved roads
- Signing & marking
- Parks & vegetation
 - Park maintenance
 - Noxious weeds
 - Mowing
- Fleet Maintenance



Douglas County Road System

- County-Township system
- County maintains rural major and minor collector routes (as classified by KDOT)
- Township maintains rural local roads
- County maintains all bridges
- County maintains all culverts on county routes
- County maintains all culverts on township roads requiring >25 sq. ft. opening

County Infrastructure Assets

- 173 miles hard-surfaced roads
- 34 miles rock surfaced roads
- 163 bridges
- Approx 1,000 culverts
- Approx 8,400 signs
- Parks
 - Lone Star Lake
 - Wells Overlook

Public Works Budget sources

- Road & Bridge Fund 201
- General Fund 100
 - Fleet Operations
 - Noxious Weeds
 - Parks
- Capital Improvement Program

Public Works Budget sources

- Road & Bridge Fund 201
2009 Budget = \$5,641,000
- General Fund 100
 - Fleet Operations *2009 Budget = \$1,100,000*
 - Noxious Weeds *2009 Budget = \$228,000*
 - Parks *2009 Budget = \$193,000*

Road & Bridge Fund 201

Larger line items include (2009 budget):

- Sealing contracts (\$763,972)
- Overlay contracts (\$459,360)
- Pavement marking contracts (\$142,560)
- BM-2 asphalt (\$425,000)
- Road rock (\$181,412)
- Salt (\$139,725)
- Culverts (\$100,000)

Factors affecting budget

- Cost of energy
 - Fuel costs
 - Material costs
 - Contract costs
- Weather
- Increasing traffic loads
- Road mileage increases
- Public expectations

2009 CIP Projects
(by contractors)

- Route 1055 (6th Street) – Baldwin
- Route 438 reconstruction – from Rte 1029 to K-10
- Kansas River bridge at Eudora – polymer concrete overlay
- Bridge No. 09.03N-09.03E – replace truss bridge over Washington Creek

2009 CIP Projects *(by contractors)*
continued

- Route 1057 resurfacing – K-10 to Rte 442
- Route 458 overlay – US-59 to Rte 1055
- Route 458 bridges over Wakarusa and Rock Creek arms of Clinton Lake – remove expansion joints & silica fume O/L

2009 CIP Projects
(by department forces)

- Bridge No. 00.50N-20.50E
- Bridge No. 09.96N-23.00E
- Bridge No. 06.57N-19.50E
- Bridge No. 18.00N-05.70E

Current & Future Issues

- New, joint facility for entire PW Department
- Lone Star Lake
 - Encroachments policy
 - Wastewater treatment
 - Dredging
 - Management issues?

Current & Future Issues *(continued)*

- County rock roads
 - Dust control policy?
 - Stabilize?
 - Pave?
 - Reconstruct and pave?

Current & Future Issues *(continued)*

- Storm Water regulations
- Mowing & roadside maintenance
 - Policy changes?
- Snow & Ice operations
 - Pretreatment?
 - Continue 24-hour "bare pavement" policy?

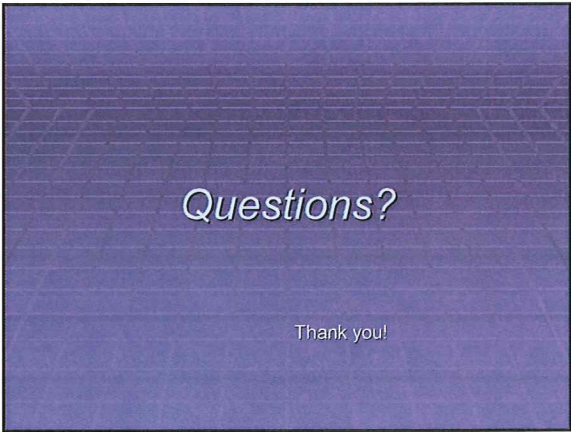
Current & Future Issues *(continued)*

- Paved road maintenance
 - Chip seal frequency
 - Chip seal materials
 - Alternative treatments

Current & Future Issues *(continued)*

- Township road issues
 - Road benefit districts
 - Road improvement districts
 - County assume maintenance of higher traffic roads?
 - Township hard surface roads
 - Grant Twp – in front of residences
 - Wakarusa Twp – majority converted to chip seal
 - Palmyra Twp – E 1500 Rd and N 600 Rd
 - Various subdivision roads in other townships

Other issues?



DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

