

Ordinance annexing land pursuant to K.S.A. 12-520(a)(7)

ORDINANCE NO. 1123

AN ORDINANCE ANNEXING LAND TO THE CITY OF LANSING, KANSAS

WHEREAS, the following described land adjoins the city of Lansing, Kansas, of which the entire western boundary of said parcels is contiguous with the city boundaries, and is located at 13209 McIntyre Road, Leavenworth, Kansas;

WHEREAS, a petition for annexation of the following described land, signed by all of the owners thereof, has been duly filed with the City Clerk of the City of Lansing, Kansas, pursuant to K.S.A. 12-520, as amended; and

WHEREAS, the Governing Body of the city of Lansing, Kansas, finds it advisable to annex such land.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS:

SECTION 1. That the following described land is hereby annexed and made a part of the city of Lansing, Kansas, pursuant to K.S.A. 12-520, as amended, and other relevant authority:

TRACT A

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in

Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter;

thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

TRACT B

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas

TRACT C

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with and subject to covenants, easements, and restrictions of record.

SECTION 2. That this ordinance shall take effect from and after its adoption by the Governing Body and upon publication in the official city newspaper as provided by law.

PASSED AND APPROVED by the Governing Body of the city of Lansing, Leavenworth County, State of Kansas, this 21st day of November, 2024.

CITY OF LANSING

{SEAL}

Anthony R. McNeill, Mayor

Attest:

Tish Sims, CMC, City Clerk

APPROVED AS TO FORM:

Gregory Robinson, City Attorney

Published: *Leavenworth Times*

Date Published:

CITY OF LANSING
FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 1123: An Ordinance annexing land to the City of Lansing, Kansas.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

Ordinance No. 1123 Summary:

On November 21, 2024, the City of Lansing, Kansas, adopted Ordinance No. 1123, an ordinance annexing land to the City of Lansing, Kansas. A complete copy of this ordinance is available at www.lansingks.org or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory C. Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 21, 2024

Gregory C. Robinson, City Attorney

ANNEXATION AGREEMENT

THIS AGREEMENT is made effective and entered into this ___ day of _____, 2024, by and among the **CHARLES D ENGELHARDT TRUST** dated _____, _____ (“**Owner**”), **[COULSON ENTITY LLC]**, a _____ limited liability company (“**Developer**”) and the **CITY OF LANSING**, Leavenworth County, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (“**City**”) (collectively, the “**Parties**”, and each, individually, a “**Party**”).

WHEREAS, Owner is the owner of record of certain land situated in Leavenworth County, Kansas, being more particularly described on Exhibit A, which is attached hereto and made a part of this Agreement (the “**Property**”); and

WHEREAS, the Property is located adjacent to the city limits of the City, but is not otherwise situated within the limits of any other municipality; and

WHEREAS, Developer desires to acquire an approximately 131.11 acre portion of the Property from Owner, as generally depicted on Exhibit B hereto (the “**Developer Property**”) and further desires to develop the Developer Property as a residential project, which may include single family residential, multifamily residential, residential amenities, infrastructure, and other related uses (the “**Project**”), and further desires to submit to the City applications for the approval of a reinvestment housing incentive district, rezoning, preliminary and final plat, lot split, tract split, and/or other such other applications as may be required to subdivide the Property, site plans, and other related applications; and

WHEREAS, Owner also desires to annex that portion of the Property not acquired by Developer, as generally depicted on Exhibit B hereto (the “**Owner Property**”) subject to the terms and conditions set forth in this Agreement; and

WHEREAS, City desires to annex the Property and to ensure that the development of the Property is compatible with surrounding land uses; and that, subject to the provisions of this Agreement, adequate public facilities exist concurrent with the impact of such development; and

WHEREAS, subject to and in accordance with the provisions of this Agreement, including all the conditions herein contained, Owner and Developer consent to having the Property annexed into the City and acknowledge that adequate public services must be available at the time the development becomes occupied for use; Adequate public services include but are not limited to Police protection, Fire protection, wastewater, and water; and

WHEREAS, this annexation is anticipated to provide significant benefits to the City that might otherwise be unattainable, increasing the vitality of the City’s economy, and expanding the local tax base; and

WHEREAS, the Parties desire to enter into an agreement to set the conditions of annexation of the Property pursuant to K.S.A. 12-534, prior to the act of annexation; and

WHEREAS, this Agreement sets forth the understandings and agreements of annexation between the Parties hereto; and

NOW, THEREFORE, the parties hereto agree to the annexation of the Property, subject to the following terms and conditions:

1. **Acknowledgement.** The above recitals are true and correct, are incorporated in this Agreement by reference thereto, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to the assertions that the Owner owns the Property, Developer intends to acquire and develop the property, and that the respective Parties are each empowered to enter into this Agreement and make binding commitments.
2. **Project Approvals.** The City understands that Developer intends to submit application(s) for, and Owner hereby consents to the filing of application(s) for:
:
 - A. Approval of a reinvestment housing incentive district on the Developer Property in accordance with K.S.A. 12-5241 *et seq.*;
 - B. Preliminary and final plat, lot split, tract split, and/or other such other applications as may be required to subdivide the Developer Property and enable the development of the Project; and
 - C. Rezoning, preliminary and final site plans or development plans, and any changes that may be needed to the Comprehensive Plan, and any related permits and applications required for the Developer Property to be developed for single family residential, multifamily residential, residential amenities, infrastructure, and other related uses, all subject to the terms and conditions to be agreed upon during the application process (collectively, as set forth in Section 2(A) – (C), the “**Project Approvals**”).
3. **City Authority & Owner Authority.** Owner and Developer acknowledge that the Project Approvals are subject to the plenary legislative and quasi-judicial discretion of the Governing Body of the City. No assurances of Project Approvals have been made or relied upon by the Owner or Developer, and this Agreement shall in no way inhibit or affect the ability of the City or its officials from properly performing their legislative and quasi-judicial functions, including but not limited to, the outright denial of the annexation petition described in Paragraph 4, below, the rezoning application described in Paragraph 6 below, or the RHID application described in Paragraph 11 below. The City acknowledges that should the Project Approvals not be obtained by Owner and Developer in accordance with the provisions of this Agreement to Owner’s satisfaction, Owner may cause the Property to be de-annexed in accordance with the provisions of Paragraph 13 below.
4. **Petition.** In accordance with K.S.A. 12-520 (a)(7), because the Property adjoins the City and Owner desires to voluntarily annex the Property into the City, Owner will file a written petition for annexation of the Property with the City, on a form substantially similar to Exhibit C (attached hereto and incorporated herein by reference). Developer agrees to prepare, at Developer’s sole expense, all materials necessary for the annexation, including,

without limitation, the annexation petition, associated legal description, and associated map for annexation.

5. **Annexation Procedure.** The City agrees to take any and all appropriate actions, at City's expense, as are required by the annexation laws of the state of Kansas applicable to annexing cities which are necessary with respect to the subject annexation petition, including, but not limited to, the publication of all required notices and the holding of all required hearings regarding the same.
6. **Zoning of the Developer Property.** Following the publication of the Ordinance, the Site will become zoned as the comparable County zoning district, in this case, the Agricultural district. Within three hundred and sixty (360) days after the effective date of annexation of the Property, Developer, as Owner's authorized agent, may submit an application for rezoning of the Developer Property to R-1 (Suburban Residential District) or R-2 (Single-Unit Residential District). The City agrees not to rezone any of the Developer Property to a zoning district not described in this paragraph without the written permission of Owner and Developer during the term of this Agreement. Such rezoning application will include all necessary and proper documentation and support data and analysis and comply with all rezoning and platting procedures set forth in the City's land development regulations, including, but not limited to, the City's Zoning Ordinance and applications for any and all other land use development approvals, orders and permits.

Owner and Developer acknowledge and agree that the City shall not be responsible for any fees, costs, or expenses of any kind whatsoever resulting to Owner or Developer if the zoning and land use applications are denied by the City in accordance with the provisions of the City's land development regulations and Kansas law. The City acknowledges that should the rezoning not be obtained by Developer in accordance with the provisions of this Agreement, Owner (or Developer if it owns the Property at the time of such event) may cause the Property to be de-annexed in accordance with the provisions of Paragraph 13 below.

7. **Development Standards.** Developer acknowledges that development of the Property will be subject to City development standards as reasonably required by the City for all development projects within the City as expressly set forth in the Project Approvals.
8. **City Services.** Upon annexation, the Property shall utilize all applicable City services except as otherwise provided herein, unless de-annexed.

The Owner Property shall be exempted from sewer requirement, as long as it remains under the Owner's control. This exemption shall expire automatically upon transfer of ownership or sale of the Property by Owner to a new owner. The City agrees to install sewer lines and sewer extensions to connect the Owner's homes to the system, if requested by the Owner, provided that the City's existing sewer infrastructure is within 100 feet of the Owner Property's boundary, should the request be made within 10 years of annexation. The City will waive any fees associated with the installation of these sewer lines to the Owner Property line. However, any costs associated with the internal sewer line

maintenance on the Owner Property will become the responsibility of the Owner, once installed.

9. **Off-Site Improvements and Special Assessments.** The City agrees not to impose any special assessments against the Property for off-site improvements or for other purposes in the future without Owner's consent (or Developer's consent if it owns the Property at the time of such event).
10. **Property Exemptions and Waivers.** The City agrees to waive any building permit fees associated with the construction of an agriculture or storage accessory structure on the Owner Property. Additionally, the City will waive the filing fees for any plat application required for the development or subdivision of the Owner Property that is not associated with the RHID. This waiver is granted solely for the benefit of the current ownership of the Charles D. Engelhardt Trust and is not transferable to future owners unless otherwise approved in writing by the City.

For a period of ten (10) years from the effective date of annexation, the City agrees to reimburse the Owner for the difference between the property tax rate of Delaware Township and the City of Lansing property tax rate applicable to Owner Property. This reimbursement will be calculated annually based on the assessed value of the Owner Property and paid to the Owner within thirty (30) days of receipt of the annual tax statement confirming payment.

11. **Applicable City Laws & Regulations.** Upon annexation (unless de-annexed) the Property shall be subject to all laws, codes, ordinances, fees, assessments, taxes, usage charges, rules, policies and regulations of the City, now existing or as may hereinafter be amended, enacted, and/or enforced, as applicable to all other property presently situated within the corporate limits of the City, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein.
12. **Reinvestment Housing Incentive District.** Within three hundred and sixty (360) days of the effective date of annexation of the Property, Developer may submit, and the City agrees to consider upon submission, an application for establishment of a reinvestment housing incentive district (the "RHID") on the Developer Property in accordance with K.S.A. 12-5241 *et seq.* The City acknowledges that should (i) the City's governing body fail to approve a resolution or ordinance establishing an RHID on the Developer Property or (ii) the district be nullified by resolution of the Leavenworth County Board of Commissioners or the Lansing USD #469 Board of Education, Owner (or Developer if it owns the Property at the time of such event) may cause the Property to be de-annexed in accordance with the provisions of Paragraph 13 below.
13. **De-Annexation.** The City agrees that if it fails to approve all of the Project Approvals under terms and conditions satisfactory to Owner and/or Developer, then each of the Owner and/or Developer shall have the right to make demand upon the City in writing requesting de-annexation of either part or all of the Property, whereby the City shall take all steps necessary to de-annex such property. If the City shall have failed to de-annex such property within sixty (60) days of the City's receipt of Owner's or Developer's

written request for de-annexation pursuant hereto, Owner or Developer shall have the right to seek from the District Court of Leavenworth County, Kansas, such orders and judgments as may be required to enforce any provision to de-annex such property in accordance herewith, including recovery of the costs and expenses of said litigation including reasonable attorney's fees, not to exceed \$5,000. All provisions of this Paragraph 13 shall survive termination of this Agreement.

14. **Annexation Ordinance.** This Agreement is expressly contingent on the passage of annexation ordinances covering all of the Property by the City's Governing Body and conformance with Kansas annexation laws. The City will not undertake annexation of only a portion of the Property. If for any reason annexation ordinances covering the Property are not passed by the City's governing body within forty-five (45) days following the filing of the petition for annexation pursuant to Paragraph 4 above, any annexation application for the Property shall be considered withdrawn and this Agreement shall be terminated and shall be of no force and effect thereafter except for those provisions which by their terms survive termination. If the City does not annex all of the Property, no party will be liable to any other party for any costs that said other party has incurred in the negotiation of this Agreement, or in any other matter related to the potential annexation of the Property and this provision shall survive termination of this Agreement. A written memorandum of this agreement is intended to be recorded, by the City, in the land records of Leavenworth County, Kansas at Developer's expense, but not until after the passage of the annexation ordinance and the acquisition by Developer of the Property.
15. **Automatic Termination.** The parties acknowledge that this Agreement is being entered into by Owner and Developer with the expectation that Owner will sell and Developer will purchase the Property pursuant to a separate purchase and sale agreement (the "**Contract**"). Except for those provisions which by their terms survive termination of this Agreement, in the event that the anticipated transaction does not close for any reason, then this Agreement shall be deemed to automatically terminate:
 - A. With respect to Developer and shall be of no further force or effect.
 - B. With respect to Owner, if the City receives notice from Owner that Owner's desire to be de-annexed within ninety (90) days after such Contract termination, the City shall de-annex the Property as provided under Paragraph 13 above. Owner shall retain all rights afforded to it under Paragraph 13.
16. **Cooperation.** The Parties agree that the development of the Property is in the best interests of all Parties and requires their ongoing cooperation. Developer hereby agrees to fully comply with all City requirements and to assist the City to the fullest extent possible. The City hereby states its intent to cooperate with Owner and Developer in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement, unless prohibited by law. Such intention does not preclude City staff from making professional recommendations regarding the Project Approvals which are in conflict with Owner's or Developer's requests and/or desires pertaining to any of the Project Approvals.

17. **Entire Agreement.** This Agreement reflects an understanding between the Parties concerning the major points of development of the Property after annexation. Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. However, it is intended and expected that additional details will be addressed from time to time as part of the ordinary development review and permitting processes. This Agreement is not intended to modify, limit or restrict the ordinary review authority of the City and its staff, commissions, committees, and/or governing body to impose conditions on, or deny, certain aspects of the proposed development of the Property as deemed appropriate in the City's sole discretion.
18. **Limited Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto (and their successors and assigns pursuant to Section 18 hereof), and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party which is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective designates, representatives, successors and/or assigns.
19. **Authority; Successors & Assigns.** Each Party hereby stipulates that it is duly authorized to enter into this Agreement and be bound by the terms and conditions set forth herein. The terms of this Agreement shall be binding upon the successors and assigns and legal representatives of the Parties hereto. However, neither Owner nor Developer may assign this Agreement to an entity not a party hereto without the prior written consent of the City, which consent shall not be unreasonably withheld; provided no consent shall be necessary if such assignee is an affiliate of Owner or Developer in which Owner or Developer or its principals own or control at least 50% of such assignee.
20. **Exhibits.** Exhibits A, B, and C to Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.
21. **Breach & Enforcement.** The Parties agree and hereby stipulate that any Party may, by civil action, mandamus, injunction, specific performance, or other proceedings, enforce and compel performance of this Agreement, or declare this Agreement null and void, in addition to other remedies available. Upon breach by Owner or Developer, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the Property.
22. **Applicable Law.** The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement. In any action to enforce or interpret the terms of this Agreement, venue shall be in the First Judicial District, Leavenworth County, Kansas.
23. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

24. **Compliance with Applicable Laws.** If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the property in accordance with the terms and conditions hereof.
25. **Mutual Assent.** This Agreement is the result of bona fide arms' length negotiations between the Parties and the Parties contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.
26. **Waivers.** No waiver by either Party of any term or condition of this Agreement shall be deemed to be or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
27. **Amendments.** This Agreement may not be amended, changed or modified, and material provisions hereunder may not be waived, except by a written document approved and executed by all Parties in a manner similar to this original Agreement.
28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

OWNER

CHARLES D ENGELHARDT TRUST dated _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2024 before me, Notary Public in and for said County and State, appeared _____, to me personally known, who being by me duly sworn, did say that he is the trustee of the **CHARLES D. ENGELHARDT TRUST DATED _____**, and that this instrument was signed on behalf of said trust and said trustees acknowledged said instrument to be executed for the purposes therein stated as a free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Appointment Expires:

DEVELOPER

[COULSON ENTITY LLC], a _____
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024 before me appeared Christopher Coulson to me personally known, who being by me duly sworn, did say that he is the _____ of **[COULSON ENTITY LLC]**, a _____ limited liability company, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Appointment Expires:

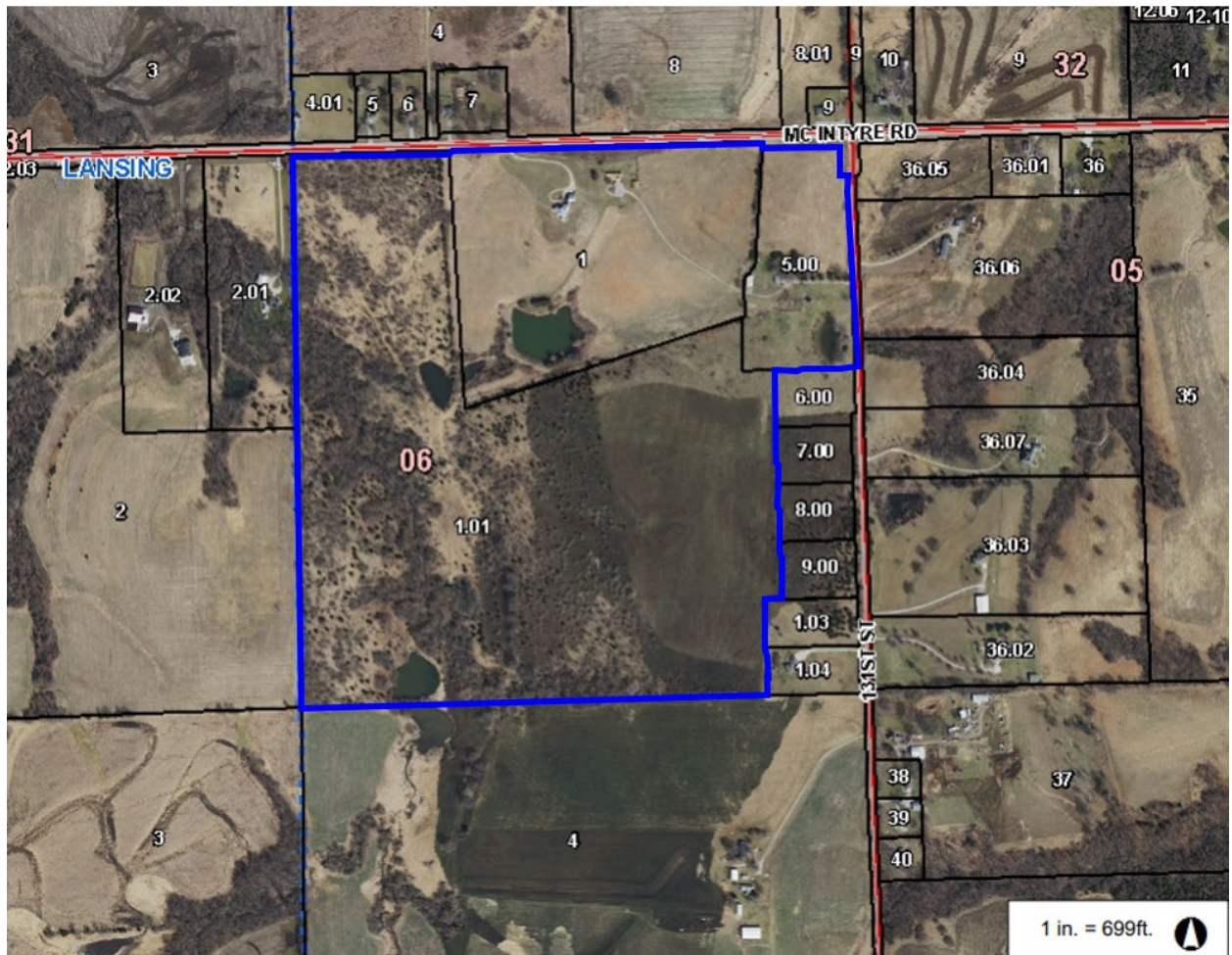
EXHIBIT A

Property Legal Description & Map

Leavenworth County Parcel IDs:

- Parcel ID No. 1630600000001000
- Parcel ID No. 1630600000001010
- Parcel ID No. 1630600000005000

General Depiction: The approximate boundaries of the Property are outlined in blue below.



Legal Description:

PARCEL ID NO. 163060000001000
13209 McIntyre Rd Leavenworth, KS 66048
Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PARCEL ID NO. 163060000001010
00000 131st St Leavenworth, KS 66048
Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

[Exhibit A]

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PARCEL ID NO. 163060000005000
24303 131st St Leavenworth, KS 66048
Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

[Exhibit A]

EXHIBIT B

Depiction of Developer Property and Owner Property

The approximate boundaries of the Developer Property are outlined in red below and the approximate boundaries of the Owner Property are outlined in blue below.

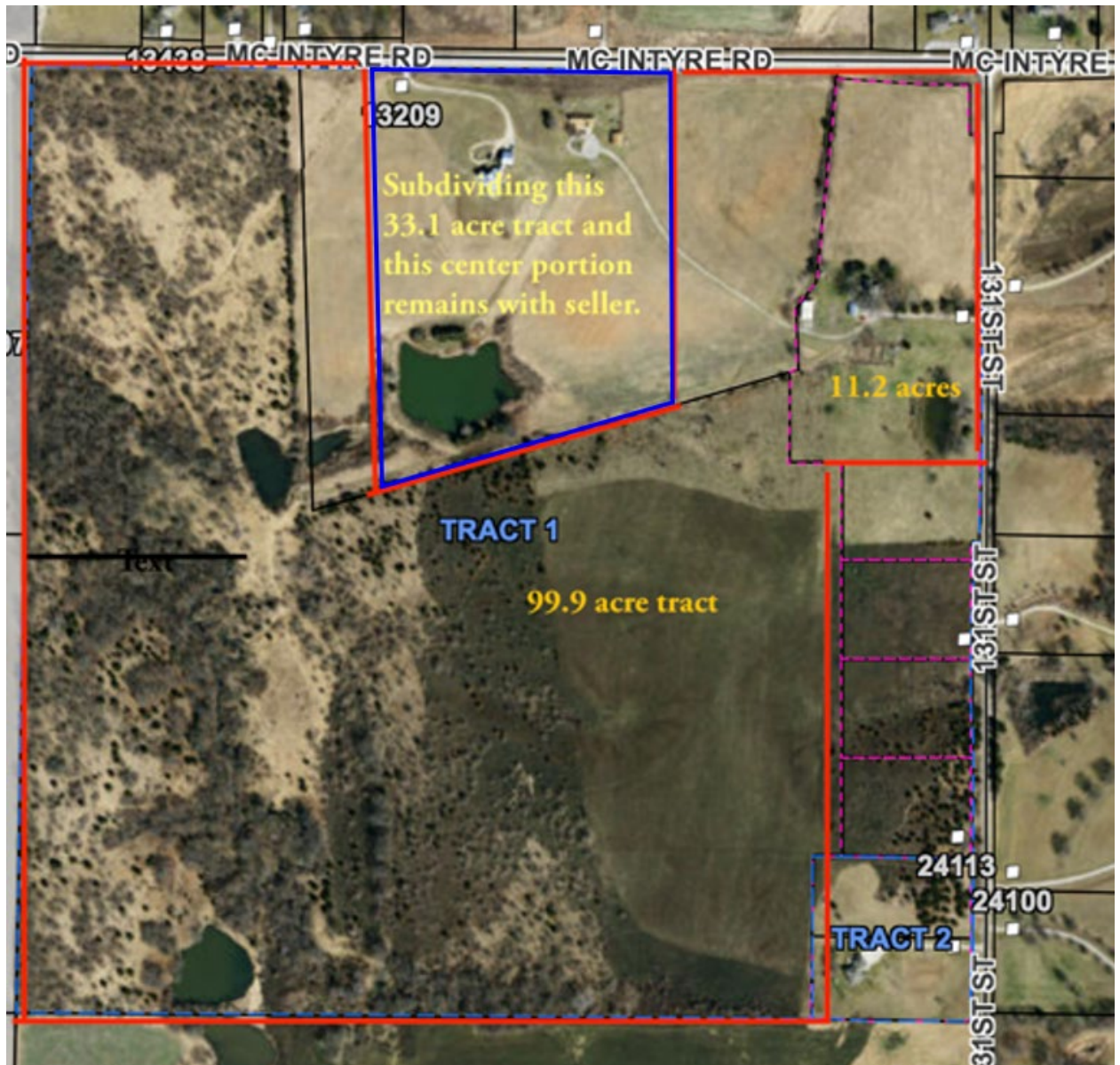
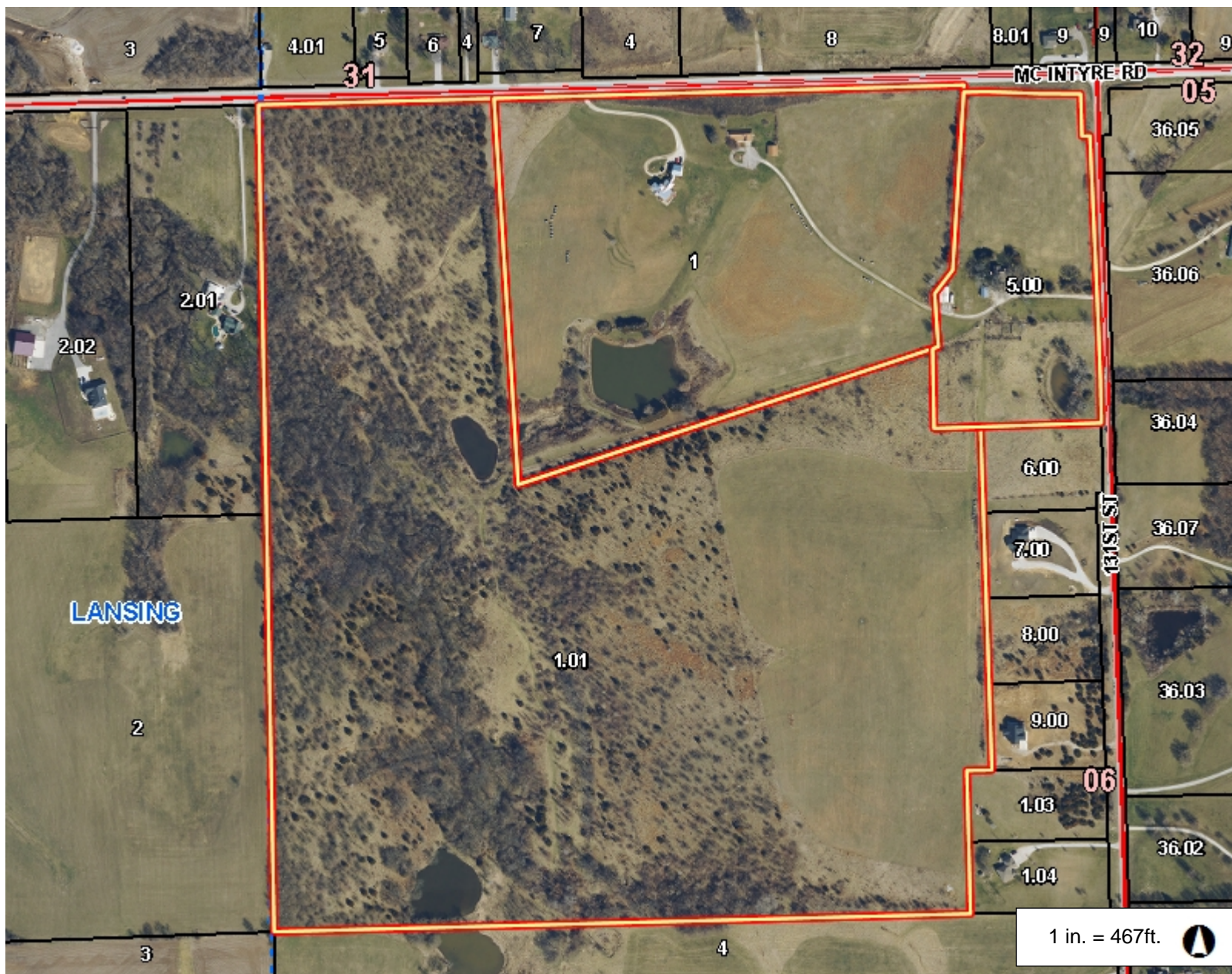
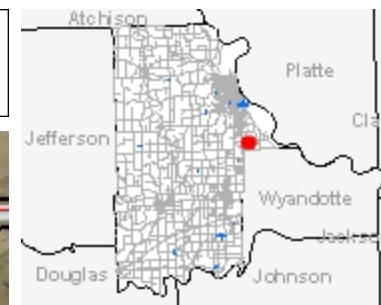


EXHIBIT C

**PETITION FOR ANNEXATION
(Form)**

[Exhibit C]

Engelhardt Annexation



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
 - <all other values>
 - PRIVATE
- +
- Railroad
- Section
- Section Boundaries
- County Boundary

Notes

933.3 0 466.67 933.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



City of Lansing
Community & Economic Development
730 1st Terr, Suite 2
Lansing, KS 66043
www.lansingks.org/ced

PETITION AND CONSENT TO ANNEXATION INTO THE CITY OF LANSING, KANSAS

To: The Governing Body of the City of Lansing, Kansas:

The undersigned owners of record of the following described tract of real property hereby petition the Governing Body of the City of Lansing, Kansas (the "City") to annex such land to the City pursuant to the laws of the State of Kansas. The land to be annexed is legally described in Attachment A, which is attached to this petition and incorporated by reference as if fully set forth herein.

Such land lies upon or touches the City of Lansing, Kansas boundary line.

The undersigned further warrants and guarantees that they are the only owners of record of the tract of property described in Attachment A.

Property Owner of Record: Charles D. Engelhardt Tres.

[Signature]
Owner signature

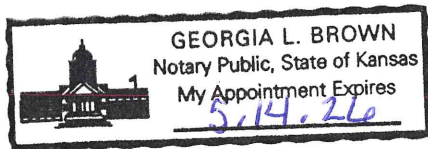
[Signature]
Owner signature

(If property is owned by married couple, both must sign. If corporate or partnership entity holds title, please note authority to execute petition.)

STATE OF KANSAS)
COUNTY OF LEAVENWORTH)

The foregoing petition and consent to annexation was acknowledged before me this 19th day of November, 2024, by and affixed my official seal on the day and year last above written.

Georgia A. Brown Date: 11.19.24
Notary Public



Attachment A

PROPERTY A

13209 McIntyre Rd Leavenworth, KS 66048

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

PROPERTY B

00000 131st St Leavenworth, KS 66048

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

PROPERTY C

24303 131st St Leavenworth, KS 66048

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.