

SEWARD COUNTY BOARD OF COMMISSION

DATE: January 6, 2014
TIME: 5:30 p.m.
CALL TO ORDER: Chair Linenbroker
PLEDGE OF ALLEGIANCE: Chair Linenbroker
INVOCATION: Jack Jacob (Liberal Ministerial Alliance)
LOCATION: 515 N. Washington
Commission Chambers
Liberal, KS 67901

PRESENT

COMMISSIONERS: Ada Linenbroker
Jim Rice
Doug LaFreniere
Randy Malin
CJ Wettstein

COUNTY ADMINISTRATION: April Warden
CLERK'S OFFICE: Marcala Skinner
COUNTY COUNSEL: Dan Diepenbrock
CITIZEN COMMENTS: None

1. APPROVE AGENDA: ADDITION/DELETIONS

Vice Chair LaFreniere moved to remove the Jail requisition from the Consent Agenda and add it as item #12B to the agenda. Commissioner Rice seconded the motion; motion carried 5-0.

Commissioner Rice moved to approve the agenda as amended. Commissioner Malin seconded the motion; motion carried 5-0.

2. CONSENT AGENDA

| ITEMS | DATE | AMOUNT | NUMBERS |
|-----------------------------|-------------------|---------------|----------------|
| Minutes (Joint Mtg. w/City) | December 12, 2013 | N/A | N/A |
| Minutes | December 16, 2013 | N/A | N/A |
| Payroll | December 23, 2013 | \$291,849.26 | N/A |

| | | | |
|-------------------------|-------------------|--------------|---------------|
| Payroll (Sage/OK) | December 23, 2013 | \$ 18,715.14 | N/A |
| Payroll (RF Volunteers) | December 23, 2013 | \$ 3,957.00 | N/A |
| Payroll | January 6, 2014 | \$288,931.34 | N/A |
| Payroll (Sage/OK) | January 6, 2014 | \$ 18,515.20 | N/A |
| Vouchers | January 6, 2014 | \$335,396.91 | 154216-154415 |

REQUISITIONS

| DEPARTMENT | ITEM | VENDOR | AMOUNT | LINE ITEM |
|--------------|-------------------------------|--------------------------------|----------|-----------------|
| Event Center | Pallet Forks for LS Loader | Advanced Power Distributors | \$850.00 | 3-100-38800-279 |

Vice Chair LaFreniere moved to approve the Consent Agenda. Commissioner Malin seconded the motion; motion carried 5-0.

3. RE-ORGANIZATION OF THE BOARD

Commissioner Rice moved to nominate Ada Linenbroker as Chairperson of the Board of County Commissioner for 2014. Vice Chair Wettstein seconded the motion; motion carried 5-0.

Commissioner Malin moved to cease nominations.

Commissioner Rice moved to nominate C.J. Wettstein Vice Chair of the Board of County Commissioner for 2014. Vice Chair LaFreniere seconded the motion; and Commissioner Malin moved to cease nominations; motion carried 5-0.

4. NEW EMPLOYEES

None Present

5. X-TREME FITNESS UPDATE & REQUEST

Cliff Abbott came before the Board requesting a waiver of Sanitation Code.

Commissioner Rice moved to deny the request of the waiver from Cliff Abbott. Vice Chair Wettstein seconded the motion; motion carried 5-0.

6. POSTAL PRESORT

Angela Eichman, Seward County Appraiser, came before the Board to update them on using Postal Presort out of Wichita for sending out Valuation Notice Mailings.

7. PUBLIC HEARTING AMENDMENT TO THE 2013 BUDGET

Chair Linenbroker moved to enter into a public hearing regarding the amendment of the 2013 Seward County Budget. Commissioner Malin seconded the motion; motion carried 5-0.

No comments were given.

Chair Linenbroker requested a motion to close the public hearing regarding the amendment of the 2013 Seward County Budget.

Commissioner Rice moved to close the public hearing. Commissioner Malin seconded the motion; motion carried 5-0.

Commissioner Rice moved to adopt the 2013 Seward County Budget as amended and published. Commissioner LaFreniere seconded the motion; motion carried 5-0.

8. SCHEDULING OF 2ND JANUARY MEETING

The second meeting in January falls on a Holiday.

Commissioner LaFreniere moved to schedule the next Board meeting for Tuesday, January 21, 2014. Commissioner Rice seconded the motion; motion carried 5-0.

9. FIXED ASSETS

The fixed asset binder was provided to the Commissioners for their viewing and approval.

Commissioner Rice moved to approve the 2013 fixed assets as submitted by Marcala Skinner, Accounts Payable Clerk. Commissioner Malin seconded the motion; motion carried 5-0.

10. ANNUAL WAIVERS FOR BUILDING USAGE EVENT CENTER & FAIRGROUND COMPLEX

County Administrator April Warden presented the Commissioners with a list of agencies who utilize County facilities on an annual basis and request and receive a waiver of fees. She advised that this will prevent each agency from returning to the Commission each time to request the waiver. To simplify the process, Warden is asking that the commissioner approve the waiver to these entities for the year in an effort to streamline the process. This would only be for events held annually.

| <u>Date</u> | <u>Event</u> | <u>Facilities Used</u> | <u>Organizer</u> |
|-------------|--------------|------------------------|------------------|
| 1/23/14 | Job Fair | EC & Kitchen | Rozelle Webb |

| | | | |
|-------------------------|----------------------------|--------------------------------------|-----------------|
| 03/04/14 | Pancake Day | EC & Kitchen | Gary Classen |
| 03/03/14 | USD 480 | Ag Building | Diane Hensley |
| 03/04/2014 | USD 480 | Ag Building | Diane Hensley |
| 03/01/14 OR 03/08/14 | Childrens Healthy Fun Fair | Ag Building (both ends) & Kitchen | Phillip Lee |
| 03/13/14 | LHS Fish Fry | EC & Kitchen | Shannon Davis |
| 04/26/14 | LHS After Prom Party | EC & Kitchen | Amy Hinkle |
| 05/10/14 | Cinco de Mayo Celebration | Rodeo arena | Rozelle Webb |
| 05/09; 05/13; 05/14 | LHS AP Testing | EC - Meeting Rooms | Jenifer Jones |
| 10/4/14 | Health Fair | EC Mtg. Rooms & Kitchen | Keeley Moree |
| 10/25/14 | Lincoln School Carnival | Ag Building (both Ends) | Lara Maxwell |
| 11/01/14 | International Fair | EC & Kitchen | Arturo Ponce |
| 12/13/14 | Mosaic | EC | Nancy Kletechka |

*Dates not confirmed yet

Commissioner Rice moved to waive the Fairgrounds Facility fee for the following entities in 2014. Commissioner LaFreniere seconded the motion; motion carried 5-0.

11. RESOLUTION 2014-01

Vice Chair Wettstein moved to approve Resolution 2014-01 Designating Bank Depositories for Seward County be First National Bank, Sunflower Bank, Community Bank, Bank of Beaver City, and Bank of America. Commissioner LaFreniere seconded the motion; motion carried 5-0.

To see Resolution 2014-01 in its entirety, see page 6.

12. SPRINGFIELD CEMETERY

Vice Chair Wettstein moved to approve the planting of grass in the amount of \$1,000 at Springfield Cemetery, not to exceed \$1,000 with funds to come from General Courthouse. Commissioner LaFreniere seconded the motion; motion carried 5-0.

12B. INTERVIEW VIDEO RECORDING DEVICE

Commissioner Malin moved to approve the purchase of an Interview Video Recording, in the amount of \$8,700, with funds to come from the Jail small tools and equipment. Commissioner Malin seconded the motion; motion carried 5-0.

13. EXECUTIVE SESSION

LEGAL

Commissioner Malin moved to recess into executive session for consultation with our attorney which would be deemed privileged in the attorney client relationship under K.S.A. 75-4319(b)(2) for 10 minutes, to include Dan Diepenbrock, County Counsel, and April Warden, County Administrator, to reconvene in the Commission Chambers at 6:30 p.m. Commissioner LaFreniere seconded the motion; motion carried 5-0.

The meeting recessed into Executive Session at 6:20 p.m.

The meeting resumed at 6:30 p.m.

Vice Chair Wettstein moved to ratify the Amendments to Real Estate Purchase Contract Dated October 21, 2013 between Seward County and Southwest Housing LLC. Commissioner Malin seconded the motion; motion carried 5-0.

To see the Amendments to Real Estate Purchase Contract Dated October 21, 2013 in its entirety, see page 7.

14. ADMINISTRATION COMMENTS

April Warden, County Administrator, presented an update to the Commission.

15. COMMISSION COMMENTS

Each of the commissioners had an opportunity to report on liaison meetings they had attended during the last two weeks.

16. SUGGESTION CARDS

There were no suggestion cards.

ADJOURN

Commissioner Malin moved to adjourn. Commissioner Rice seconded the motion; motion carried 5-0.

The meeting adjourned at 6:39 p.m.

Ada Linenbroker, Chairperson
Seward County Commission

Stacia D. Long
Seward County Clerk

RESOLUTION 2014-01

DESIGNATING BANK DEPOSITORIES

WHEREAS, on the 6th day of January, 2014, at a duly assembled meeting of the Board of County Commissioners of Seward County, Kansas, members being present, Jim Rice, Ada Linenbroker, CJ Wettstein, Randy Malin, and Doug LaFreniere; pursuant to Section 19-530 of the General Statutes of 1949, adopted by said Board of County Commissioners of Seward County, Kansas, and the same be of record in the minutes of this meeting held on this 6th day of January, 2014.

BE IT RESOLVED, by the Board of County Commissioners of Seward County, Kansas, designating the following banks as depositories of all monies of Seward County, Kansas, for the calendar year of 2014 with the following banks of Seward County, Kansas.

FIRST NATIONAL BANK
SUNFLOWER BANK
COMMUNITY BANK
BANK OF BEAVER CITY
BANK OF AMERICA

Adopted this 6th day of January, 2014, in witness whereof we have herewith affixed our hand and seal this 6th day of January, 2014.

Chairman
Seward County Board of Commissioners

ATTEST:

Stacia D. Long, County Clerk

**AMENDMENTS TO
REAL ESTATE PURCHASE CONTRACT
DATED OCTOBER 21, 2013**

THIS AGREEMENT ("Contract") is made and entered into this th 27 day of December, 2013, between Southwest Housing, LLC, a limited liability company ("BUYER") and Board of County Commissioners of Seward County, Kansas ("SELLER"), amends a certain Real Estate Purchase Contract entered into between Southwest Housing, a partnership ("PARTNERSHIP").

RECITALS

A. PARTNERSHIP and SELLER entered into a Real Estate Purchase Contract dated October 21, 2013 ("the contract"), a copy of which is attached as Exhibit A.

B. PARTNERSHIP has assigned all of its rights and delegated its duties under the contract to BUYER, a limited liability company.

C. BUYER and SELLER desire to amend certain provisions of the contract, as set forth below.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Section VI of the contract is hereby rescinded and the following Section VI substituted:

VI. CONDITIONAL SALE

(a) BUYER acknowledges that SELLER is a county, organized and existing under the laws of the state of Kansas and, as such, was required to comply with the notice requirements pursuant to K.S.A. 19-211 (a) (4). For this reason, notice of this agreement was published in the High Plains Daily Leader & Times on October 15 & 16, 2013. After publication, no objection or offer of better terms have been proposed and the parties are prepared to proceed with this agreement.

(b) Not applicable.

(c) Not applicable.

(d) (i) Within two (2) years from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 12 of the lots sold to BUYER herein.

(ii) Within three (3) years from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 25 of the lots sold to BUYER herein.

(iii) Within five (5) years from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 60 of the lots sold to BUYER herein.

(iv) For each lot for which single or multi-family dwelling units are not completed in the time frames set out in this sub-section (d), a monetary payment in the amount of \$1,000.00 for each such lot shall become due and payable by BUYER to SELLER.

2. Section V of the contract is hereby rescinded and the following Section V substituted:

V. CLOSING

Closing shall occur on or before December 27, 2013 at 2:00 p.m. at American Title's office at 217 N. Kansas Avenue, Liberal, Kansas. At closing the SELLER shall deliver a fully executed special warranty deed for SELLER's interest in the property and upon receipt of the deed the BUYER shall deliver certified funds in the amount of the purchase price and costs pursuant to this agreement.

3. All other terms, conditions and provisions in the contract shall remain unchanged and in full force and effect.

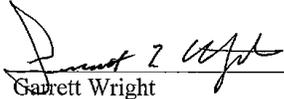
4. The Real Estate Purchase Contract dated October 21, 2013, including these amendments hereto, is binding on the successors, personal representatives and assigns of the parties hereto. The monetary payment as set out in Section VI (d) (iv) shall remain in full force and effect against BUYER, and against any and all guarantors, jointly and severally, even in the event BUYER shall at anytime convey to a third party any one or more of the lots subject to this agreement. Said monetary obligation is personal to BUYER and guarantors and shall not create a lien against the subject lots, other than a judgment lien duly perfected.

5. This "Amendments to Real Estate Purchase Contract Dated October 21, 2013" may be executed in counterparts and a faxed or scanned signature shall be effective as an original.

6. This "Amendments to Real Estate Purchase Contract Dated October 21, 2013" shall be subject to and shall be binding on SELLER only upon ratification by unanimous vote of the Board of County Commissioners of Seward County, Kansas at a duly called meeting of said board.

BUYER:

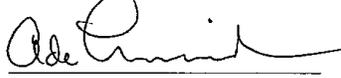
SOUTHWEST HOUSING, LLC

By: 
Garrett Wright
Manager

Date: 12-27-13

SELLER:

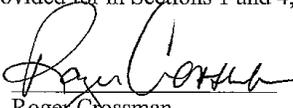
BOARD OF COUNTY COMMISSIONERS

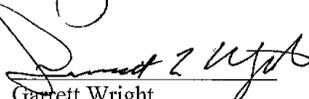
By: 
Ada Linenbroker
Chair of the Board

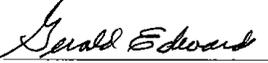
Date: 12-27-13

GUARANTY

The undersigned, jointly and severally, personally guarantee all covenants, payments and performances of Southwest Housing, LLC set forth in the Real Estate Purchase Contract dated October 21, 2013, and all amendments thereto, including but not limited to the monetary payments provided for in Sections 1 and 4, above.

 12-27-13
Roger Crossman Date

 12-27-13
Garrett Wright Date

 12-27-13
Gerald Edwards Date

 12-27-13
Cliff Abbott Date

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is made and entered into this 21st day of October, 2013, between Southwest Housing, ~~LLC~~ ^{RLC a partnership,} ("BUYER") and Board of County Commissioners of Seward County, Kansas ("SELLER"). Subject to the provisions of this Contract, BUYER agrees to buy and SELLER agrees to sell the real property described as follows:

SURFACE AND SURFACE RIGHTS ONLY in and to all lots identified in Schedule 1, attached.

I. PURCHASE PRICE

The purchase price to be paid by the BUYER shall be Fifty Thousand Dollars (\$50,000.00) ("Purchase Price") to be paid at closing.

II. CLOSING COSTS

BUYER shall pay the closing costs, if any, including but not limited to the following:

- (1) Recording fees;
- (2) The costs for an owner's title insurance policy, if desired by BUYER;
- (3) Closing agent fees;
- (4) The costs of legal fees for document preparation, including quitclaim deed.

III. TITLE

At closing, the SELLER shall deliver a fully executed quitclaim deed conveying SELLER's entire interest in the Property to BUYER. SELLER makes no warranty regarding title to the property, and is merely conveying to BUYER its entire interest therein.

IV. CONDITION OF PROPERTY

No representations or warranties have been made by SELLER or anyone on SELLER's behalf to BUYER as to the condition of the property or improvements, if any, and it is understood and agreed that the property is sold "AS IS, WHERE IS" at the time this contract is closed. BUYER further assumes the risk that adverse physical characteristics and existing conditions, including environmental hazards, may not have been revealed by its investigation.



V. CLOSING

Closing shall occur on or before November 1, 2013. At closing the SELLER shall deliver a fully executed quitclaim deed for SELLER's interest in the property and upon receipt of the quitclaim deed the BUYER shall deliver certified funds in the amount of the purchase price and costs pursuant to this agreement.

VI. CONDITIONAL SALE

(a) BUYER acknowledges that SELLER is a county, organized and existing under the laws of the state of Kansas and, as such, was required to comply with the notice requirements pursuant to K.S.A. 19-211 (a) (4). For this reason, notice of this agreement was published in the High Plains Daily Leader & Times on October 15 & 16, 2013. After publication, no objection or offer of better terms have been proposed and the parties are prepared to proceed with this agreement.

(b) Not applicable.

(c) Not applicable.

(d) (i) Within one (1) year from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 12 of the lots sold to BUYER herein.

(ii) Within two (2) years from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 25 of the lots sold to BUYER herein.

(iii) Within five (5) years from the date of closing, single or multi-family dwelling units shall be constructed to completion on at least 60 of the lots sold to BUYER herein.

(iv) Any lots for which single or multi-family dwelling units are not completed in the time frames set out in this sub-section (d), shall revert to SELLER; PROVIDED, HOWEVER, that before such reversion occurs, SELLER shall serve BUYER with notice that reversion shall occur 60 days after service of such notice in the event construction on the particular lot is not completed.

VII. EXECUTION

This agreement may be executed in counterparts and a faxed or scanned signature shall be effective as an original.

VIII. NOTICE

Any notice required to be served under the terms of this conditional contract shall be deemed served if served on the following via certified mail or personal service:

County Clerk
Seward County
Administration Building
415 N. Washington Ave.
Liberal, KS 67901

Garrett Wright
4103 E. Highway 50
Garden City, KS 67846

Delivery of a notice addressed as above on a person over the age of 18 years of age who is employed at the address set out above shall be deemed service under this contract.

Executed in duplicate on the dates set out below.

BUYER:

A PARTNERSHIP RDC
SOUTHWEST HOUSING, LLC

By: [Signature]
Garrett Wright Roger Crossman
Manager Partner RDC

SELLER:

By: [Signature]
Ada Linenbroker
Chair of the Board

Date: 10/21/13

Date: 10/21/13

State of Kansas
(County) of Seward

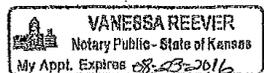
Signed or attested before me on this 21 day of October

2011 by Ada Linenbroker

[Signature]
Signature of Notarial Officer

(Seal, if any)

(My appointment expires: Aug. 23, 2016)



SCHEDULE 1
(four pages)
Total 64 Lots

Tract 1: 16 Lots

“LOTS FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31), THIRTY-TWO (32) AND THIRTY-THREE (33), BLOCK FOUR (4) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS.”

Tract 2: 4 Lots

“LOTS EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11), BLOCK NINE (9) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS.”

Tract 3: 3 Lots

“LOTS ONE (1), TWO (2), AND THREE (3), BLOCK TWELVE (12) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS.”

Tract 4: 3 Lots

“LOTS ONE (1), TWO (2), AND THREE (3), BLOCK FIFTEEN (15) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS.”

Tract 5: 11 Lots

“LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11), BLOCK SIXTEEN (16) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS.”

Tract 6: 1 Lot

"ALL OF TRACT A, DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS."

Tract 5*: 22 Lots

"LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), THIRTY-NINE (39), FORTY (40), FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43), FORTY-FOUR (44) AND FORTY-FIVE (45), BLOCK FOUR (4) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS."

Tract 6*: 2 Lots

"LOTS ONE (1) AND FORTY-SIX (46) OF BLOCK FOUR (4) DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS, LESS AND EXCEPT THE FOLLOWING PARCELS:

A TRACT OF LAND IN LOT ONE (1), BLOCK FOUR (4), DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, FIRST COURSE, THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 94.96 FEET, SECOND COURSE, THENCE ON A CURVE OF 15.0 FEET RADIUS TO THE RIGHT, AN ARC DISTANCE OF 23.64 FEET WITH A CHORD WHICH BEARS SOUTH 46 DEGREES 40 MINUTES 20 SECONDS WEST, 21.27 FEET THIRD COURSE, THENCE ALONG THE SOUTH LINE OF SAID LOT ON A CURVE OF 2865.55 FEET RADIUS TO THE RIGHT, AN ARC DISTANCE OF 4.92 FEET WITH A CHORD WHICH BEARS NORTH 01 DEGREES 31 MINUTES 17 SECONDS EAST A DISTANCE OF

110.00 FEET TO THE NORTH LINE OF SAID LOT, FIFTH COURSE, THENCE ALONG THE NORTH LINE OF SAID LOT ON A CURVE OF 2755.55 FEET RADIUS TO THE LEFT, AN ARC DISTANCE OF 20.00 FEET WITH A CHORD WHICH BEARS SOUTH 88 DEGREES 16 MINUTES 15 SECONDS EAST, 20.00 FEET; TO THE POINT OF BEGINNING THE ABOVE CONTAINS 2150 SQUARE FEET, MORE OR LESS

AND

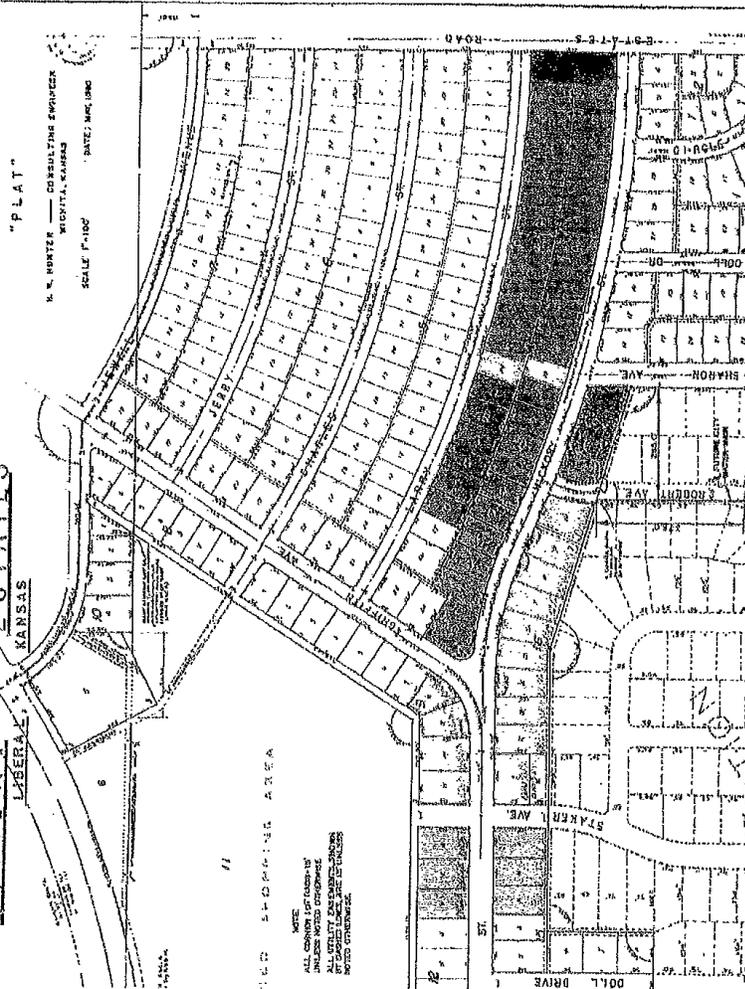
A TRACT OF LAND IN LOT 46, BLOCK 4, DOLL ADDITION, HOLIDAY ESTATES TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 46, FIRST COURSE, THENCE ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID LOT ON A CURVE OF 2755.55 FEET RADIUS TO THE RIGHT, AN ARC DISTANCE OF 20.00 FEET WITH A CHORD WHICH BEARS NORTH 88 DEGREES 16 MINUTES 15 SECONDS WEST, 20.00 FEET, SECOND COURSE, THENCE NORTH 01 DEGREES 31 MINUTES 17 SECONDS EAST A DISTANCE OF 113.00 FEET TO THE NORTH LINE OF SAID LOT, THIRD COURSE, THENCE ALONG THE NORTH LINE OF SAID LOT ON A CURVE OF 2642.55 FEET RADIUS TO THE LEFT, AND ARC DISTANCE OF 5.10 FEET WITH A CHORD WHICH BEARS SOUTH 88 DEGREES 06 MINUTES 00 SECONDS EAST, 5.10 FEET, FIFTH COURSE, THENCE ON A CURVE OF 15.0 FEET RADIUS TO THE RIGHT AN ARC DISTANCE OF 23.48 FEET WITH A CHORD WHICH BEARS SOUTH 43 DEGREES 19 MINUTES 01 SECONDS TO THE EAST 21.15 FEET, FIFTH COURSE, THENCE SOUTH 01 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 98.04 FEET TO THE PLACE OF BEGINNING THE ABOVE CONTAINS 2213 SQUARE FEET MORE OR LESS."

Tract 7*: 2 Lots

“LOTS THIRTEEN (13), AND THIRTY-FOUR (34),
BLOCK FOUR (4) DOLL ADDITION, HOLIDAY
ESTATES TO THE CITY OF LIBERAL, SEWARD
COUNTY, KANSAS.”

Total 64 Lots

**DOLL ADDITION
"HOLIDAY ESTATES"
LIBERAL, KANSAS**



"PLAT"
M. W. HORTER — CONSULTING ENGINEER
LIBERAL, KANSAS
SCALE: 1"=100' DATE: MAY, 1960

**SALE
4-29-96**

TRACT 2
LOTS 2-12
BLOCK 7
TRACT 3
LOTS 13-20
BLOCK 7
TRACT 7
LOTS 21-24
BLOCK 7

**SALE
12-4-97**

TRACT 4
LOTS 25-32
BLOCK 7
TRACT 5
LOTS 33-40
BLOCK 7
TRACT 6
LOTS 41-48
BLOCK 7
TRACT 8
LOTS 49-56
BLOCK 7
TRACT 9
LOTS 57-64
BLOCK 7

USED SHOPPING AREA

NOTE:
ALL CONVEYANCES TO BE
MADE BY DEED.
ALL DEEDS TO BE FILED
WITH THE COUNTY CLERK
OF LIBERAL, KANSAS.

SCHEDULE A