

(Published on the City of Salina website (<https://www.salina-ks.gov>)
on August 23 and August 30, 2024)

NOTICE PURSUANT TO K.S.A. 12-1301

PROPOSED RELINQUISHMENT OF THE CITY’S REVERSIONARY INTEREST IN SOUTH PARK (a/k/a CITY PARK) TO USD 305 (the “DISTRICT”); THE POTENTIAL SALE OF A PORTION OF SOUTH PARK BASED UPON PROPOSALS TO BE PURSUED BY THE DISTRICT FOR DEVELOPMENT AS MARKET-RATE, MULTI-FAMILY HOUSING COMPLEMENTARY TO THE DOWNTOWN; AND THE FUTURE SALE OF THE REMAINING PORTION OF SOUTH PARK BASED UPON PROPOSALS TO BE PURSUED BY THE DISTRICT FOR REDEVELOPMENT FOR PURPOSES AGREED UPON BY THE CITY AND THE DISTRICT

Unified School District No. 305 (the “District”) is the record owner of the real estate described as:

All of that certain tract of ground known and designated as South Park, and which is located in the Original Town of Salina according to the recorded plat thereof, in the block which is bounded by Second Street and Third Street and by Walnut Street and Mulberry Street, and which is sometimes also known and designated as “City Park”, being all of said block above described, except Lots One (1), Two (2), Three (3), Four (4) and Five (5) at the north end thereof, facing on Walnut Street, and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) at the South end thereof, facing on Mulberry Street (the “South Park Property”);

as conveyed by the City of Salina (the “City”) to the District in 1946 pursuant to a pre Constitutional Home Rule enactment of the Kansas legislature conditioned upon the transfer of title from the City to the District being subject to reversion to the City upon the failure of the District to use the South Park Property for school purposes only (the “City’s Reversionary Interest”).

The City and the District have entered into the attached Agreement Relating to the Sale of Real Estate, including Exhibits A-1, A-2, B, and C, (the “Agreement”). Exhibit C depicts the proposed delineation of the South Park Property into Tract 1 and Tract 2. The respective governing bodies of the City and the District have determined that the public interest will be served by (i) the City’s relinquishment of the City’s Reversionary Interest in the South Park Property; (ii) the potential sale of South Park Property – Tract 2 based upon proposals for market-rate, multi-family, residential redevelopment complementary to the Downtown (see Agreement §5); and (iii) the potential sale of South Park Property – Tract 1, including the District’s building located there, based upon proposals for intended redevelopment for purposes agreed to by the respective governing bodies of the District and the City (see Agreement §6).

Because the South Park Property was deeded in 1869 by the Salina Town Company to the Trustees of the Town of Salina to be used as a public park and because the Agreement anticipates the City’s relinquishment of the City’s Reversionary Interest in anticipation of potential sale of the South Park Property based upon proposals to be pursued by the District, the Agreement has been preconditioned upon the City completing the requirements of K.S.A. 12-1301 relating to the sale of a public park by publication of this notice of the proposal on the City’s website as the City’s designated official city paper once each week for two consecutive weeks.

If within thirty (30) days from the date of the last publication there has not been filed with the City Clerk a protest signed by qualified electors of the City equal in number to not less than ten percent (10%) of the electors who voted at the last preceding regular city election as shown by the poll books, the City may make such sale pursuant to the terms of the Agreement. In the event such a petition is filed with the City Clerk within the time prescribed above, no such sale shall be made until the Governing Body of the City shall be instructed so to do by a majority of all the votes cast on the proposition at a regular or special election.

Nikki Goding, City Clerk

AGREEMENT RELATING TO THE SALE OF REAL ESTATE
by
THE CITY OF SALINA, KANSAS
and
UNIFIED SCHOOL DISTRICT NO. 305, SALINE COUNTY, STATE OF KANSAS

This Agreement Relating to the Sale of Real Estate (this "Agreement") is entered into effective as of the 17th day of June, 2024, by the CITY OF SALINA, KANSAS, a Kansas municipal corporation, (the "City") and UNIFIED SCHOOL DISTRICT NO. 305, Saline County, State of Kansas (the "District").

Recitals

A. Mulberry Street Property. The District, as successor in interest to The Board of Education of the City of Salina, Kansas ("The Board") is currently record owner of the real estate legally described as:

Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) on Mulberry Street in the Original Town (now City) of Salina, Saline County, Kansas (the "Mulberry Street Property").

B. South Park Property. The District, as successor in interest to The Board, is also currently record owner, of the real estate legally described as:

All of that certain tract of ground known and designated as South Park, and which is located in the Original Town of Salina according to the recorded plat thereof, in the block which is bounded by Second Street and Third Street and by Walnut Street and Mulberry Street, and which is sometimes also known and designated as "City Park", being all of said block above described, except Lots One (1), Two (2), Three (3), Four (4) and Five (5) at the north end thereof, facing on Walnut Street, and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) at the South end thereof, facing on Mulberry Street (the "South Park Property");

subject to reversion to the City upon the failure of the District to use the South Park Property for school purposes only.

C. Original platting and conveyance to Trustees of the Town of Salina. The Salina Town Company platted the South Park Property as "South Park" when it platted the Original Town pursuant to certificate of plat dated March 19, 1862, and recorded April 14, 1862; and subsequently deeded the South Park Property to the Trustees of the Town of Salina, in trust, to be reserved, kept, and maintained as a public park forever by deed dated December 27, 1869, and recorded March 9, 1870.

D. Legislative authorization for conveyance to District. The 1937 Kansas Legislature enacted special, pre-constitutional home rule enabling legislation applicable to the City of Salina in the form of chapter 308 of the Session Laws of 1937, as subsequently amended by chapter 250 of the Session Laws of 1939 (collectively, the "Enactment") copies of which are attached as Exhibits A-1 and A-2. The Enactment authorized a city to which the Enactment applied to convey property acquired under the same terms as the South Park Property was acquired by the City, in trust, "to convey any such land to the board of education of such city, to be used for school purposes

only, and the governing body of such city is hereby declared to be the legal successor to the trustees of any such town, and as such shall have authority to authorize the execution of any such deed as herein provided for by the mayor and city clerk of any such city, for and on behalf of and as the act of such city; *provided, however*, that any land when so conveyed shall be used by the board of education or school district of any such city for school purposes only, and further provided that upon the failure of such board of education to use the same for such purpose, the title to such land shall revert to such city.”

E. Salina Board of Education request. At the September 6, 1938, regular meeting of the Salina Board of City Commissioners, a resolution of The Salina Board of Education was presented petitioning the City Commission to deed the South Park Property (referred to in the resolution as “City Park”) to the Salina Board of Education for the purpose of a site upon which to erect a high school. A motion to grant the request was unanimously approved by the City Commission at that meeting.

F. Conveyance by City to District subject to reversion. Pursuant to the Enactment, the South Park Property was conveyed by the City to The Board by deed executed on September 7, 1938, and recorded February 13, 1946, at Deed Book 147, pp. 346-347 of the records of the Saline County Register of Deeds, a copy of which is attached as Exhibit B, subject to reversion to the City upon failure of the District to use the real estate for school purposes (the “City’s Reversionary Interest”).

G. Charter Ordinance enabling the City to relinquish its reversionary interest. The City passed Charter Ordinance Number 43 on January 7, 2024, which, in the absence of the filing of a sufficient petition for a referendum, became effective on March 7, 2024, thus exempting the City, in part, from the provisions of the non-uniformly-applicable Enactment with the intent of enabling a governing body of the City to discretionarily exercise its constitutional “home rule” authority to release the District from the deed covenant limiting use of the South Park Property “for school purposes only” and that part of section 2 of the Enactment which provides: “That any land so conveyed shall be used by the board of education or school district of any such city for school purposes only, and upon the failure of such board of education or school district to use the same for such purpose, the title to such land shall revert to such city.”

H. South Park Property lot split. The City and the District have caused a survey to be prepared for the purpose of depicting a proposed lot split of the South Park Property platted as “South Park” into South Park Property – “Tract 1” and South Park Property – “Tract 2,” a not-to-scale copy of which is attached as Exhibit C (the “Survey”).

I. City public water well site. The District granted to the City easements recorded May 13, 1959, at Deed Book 193, pp. 270-271 and August 3, 1989, at Misc. Book 145, pp. 328-330, as depicted on Exhibit C, for the purpose of the City’s operation of a public water well (No. 13) on South Park Property – Tract 1 as an authorized point of diversion under the City’s vested right to beneficial use of water.

J. Public interest served. The respective governing bodies of the City and the District have determined that the public interest will be served by (i) the City’s relinquishment of the City’s Reversionary Interest in the South Park Property; (ii) the potential sale of South Park Property –

Tract 2 based upon proposals for market-rate, multi-family, residential redevelopment complementary to the Downtown; and (iii) the potential sale of South Park Property – Tract 1, including the District’s building located there, based upon proposals for intended redevelopment for purposes agreed to by the respective governing bodies of the District and the City.

The City and the District agree and covenant:

1. Recitals and defined terms. The Recitals above are incorporated as part of the terms of this Agreement. Capitalized terms in this Agreement shall have the same meanings as identified in the Recitals.

2. Precondition of Compliance with K.S.A. 12-1301. Because the South Park Property was originally conveyed to the City to be used as a public park, the City agrees to complete the public notice process outlined in K.S.A. 12-1301, as amended, as a precondition of the City’s relinquishment of the City’s Reversionary Interest pursuant to the terms of this Agreement. The City agrees to initiate the statutorily required published notice promptly following the execution of this Agreement. The response to the published notice process shall determine the applicability of any one of the following scenarios:

A. If completion of the public notice process under K.S.A. 12-1301, as amended, does not prompt the timely filing of a valid protest, the City agrees to relinquish the City’s Reversionary Interest pursuant to the terms of this Agreement (“Scenario A”).

B. If completion of the public notice process under K.S.A. 12-1301, as amended, prompts the timely filing of a valid protest, the City agrees to submit the proposition for consideration during the next regular election that allows for timely placement of the question submitted on the ballot.

1. If a majority of all votes cast on the proposition are in favor of the proposition, the City agrees to relinquish the City’s Reversionary Interest pursuant to the terms of this Agreement (“Scenario B.1.”).

2. If a majority of all the votes cast on the proposition are opposed to the proposition, the City and the District acknowledge and agree that the City is precluded from relinquishing the City’s Reversionary Interest at this time and this Agreement shall terminate and be of no further force or effect in relation to the obligations of either the City or the District under the terms of this Agreement (“Scenario B.2.”).

3. Relinquishment of City’s Reversionary Interest. Subject to the precondition described in Section 2 above and without affecting the City’s easements of record and authorized point of diversion under its vested right to beneficial use of water, the City agrees to relinquish the City’s Reversionary Interest pursuant to the terms of this Agreement by delivering to the District a recordable instrument, pre-approved by the District, relinquishing the City’s Reversionary Interest in the South Park Property within ten (10) business days following either the culmination of Scenario A or Scenario B.1 described in Section 2 above.

4. Lot Split. The District agrees to apply to the City to initiate the administrative procedure necessary to complete a lot split of the South Park Property into South Park Property – “Tract 1” and South Park Property – “Tract 2,” as legally described and depicted on the Survey attached as Exhibit C, promptly following the City’s relinquishment of the City’s Reversionary Interest in the South Park Property.

5. Sale for Redevelopment of Mulberry Street Property and South Park Property – Tract 2, combined. Following the City’s relinquishment of the City’s Reversionary Interest and successful completion of the lot split described in Section 4 above, the respective governing bodies of the District and the City shall identify a mutually agreeable process for the District’s pursuit of proposals for purchase of the vacant South Park Property – “Tract 2” and the Mulberry Street Property, combined, (the “Combined Property”). The District agrees to utilize the agreed upon process at such time it deems appropriate to pursue proposals for the purchase of the Combined Property exclusively for the specific purpose of development of the Combined Property as market-rate, multi-family housing complementary to the Downtown pursuant to a development agreement between the District and the purchaser. Both the District’s acceptance of any such proposal and the proposed development agreement shall be subject to pre-approval by the City’s governing body, which approval will not be unreasonably withheld. The net proceeds from the sale of the Combined Property shall be shared between the District and the City in proportion to the relative square footage of the Mulberry Street Property (District’s share) and the South Park Property – “Tract 2” (City’s share). If the City does not approve any such proposal: (a) the District may independently and separately dispose of the Mulberry Street Property and the net proceeds from any such sale of the Mulberry Street Property shall be payable in full to the District and (b) should the District subsequently decide to dispose of the South Park Property – “Tract 2” it shall utilize the mutually agreed upon process to pursue proposals for redevelopment purposes mutually agreed upon by the parties for the purchase of Tract 2 and the net proceeds from any such sale of the South Park Property – “Tract 2” shall be payable in full to the City.

6. Future Sale for Redevelopment of South Park Property – Tract 1. South Park Property – “Tract 1” includes a building constructed by the District. The District may in the future pursue proposals for purchase of the South Park Property – “Tract 1” for redevelopment for a purpose or purposes agreed upon in advance by the District and the City to be implemented pursuant to the terms of a development agreement between the District and the purchaser. Both the District’s acceptance of any such proposal and the proposed development agreement shall be subject to pre-approval by the City’s governing body, which approval will not be unreasonably withheld. The net proceeds from the sale of South Park Property – “Tract 1” shall be shared between the District and the City in proportion to the relative value of the existing building (District’s share) and the land (City’s share) at the time of sale as determined by agreement of the District and the City. If agreement regarding the relative value of the existing building and the land at the time of sale cannot be reached between the by the District and the City, the District and the City shall identify a mutually agreed upon licensed appraiser to determine the relative value of the existing building and the land at of the time of sale.

7. Term. The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue until the earlier of:

A. The sale for development of the Mulberry Street Property, City Park Property – Tract 1, and City Park Property – Tract 2, in accordance with the terms of this Agreement;

B. Termination of this Agreement pursuant to Section 13.A.; or

C. Mutual written agreement between the City and the District.

8. Administration of Agreement. All references in this Agreement requiring the City's participation or approval shall mean the participation or approval of the city manager or the city manager's designee, unless otherwise provided herein. All references in this Agreement requiring the District's participation or approval shall mean the participation or approval of the superintendent or the superintendent's designee, unless otherwise provided herein.

9. Separate Public Entities. It is understood and agreed that the City and the District are separate public entities, and that no relationship of principal/agent or employer/employee exists between the City and the District. Nothing within this Agreement is intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, or formal business association or organization of any kind between the City and the District.

10. Non-assignable. The Parties acknowledge that participation under this Agreement is based upon the unique nature and role of each of the City and the District. Consequently, neither this Agreement nor any interest in it shall be assigned or transferred by either the City or the District.

11. Amendment. This Agreement may be amended from time to time upon the approval of both the City and the District documented by a writing specifically stating the amended terms and signed by authorized representatives of both the City and the District.

12. Default. If either the City or the District fails to comply with any term of this Agreement within thirty (30) days after written notice to comply has been given by the non-defaulting Party to the defaulting Party in a manner provided in Section 14 below, such failure shall be deemed an immediate breach of this Agreement ("Event of Default").

13. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

A. Termination. The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party's rights under this Agreement.

B. Other Remedies. The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to

recover any damages incurred by the non-defaulting party resulting from such Event of Default.

14. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notices shall be addressed as appears below for each party:

City of Salina, Kansas:

City Clerk
300 W. Ash St.
P.O. Box 736
Salina, KS 67402-0736

USD #305:

Board Clerk
1511 Gypsum Ave.
P.O. Box 797
Salina, KS 67402-0797

15. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

16. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

17. Persons Bound. This Agreement shall extend to and bind the successors of the City and the District.

18. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

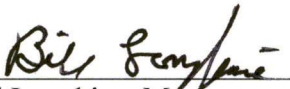
19. No Third-Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third-party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

20. Merger Clause. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

21. Recorded Notice of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Saline County, Kansas, upon the request of a party.

IN WITNESS WHEREOF, each of the Parties, by its duly authorized representative, has executed this Agreement on the date shown below the authorized representative's signature.

CITY OF SALINA, KANSAS



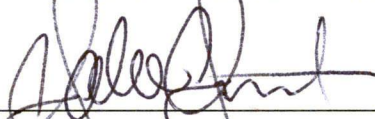
Bill Longbine, Mayor
Date: June 17, 2024

Attest:



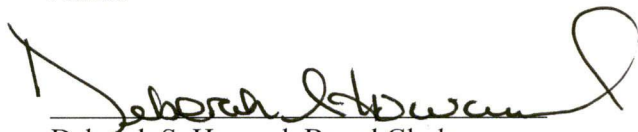
Nikki Goding, City Clerk

UNIFIED SCHOOL DISTRICT NO. 305



Gabe Grant, Board Vice-President
Date: June 17, 2024

Attest:



Deborah S. Howard, Board Clerk

CHAPTER 307

JURISDICTION OF JUSTICES OF THE PEACE IN SCHOOL DISTRICT
CASES

House Bill No. 596

AN ACT repealing section 72-5319 of the General Statutes of 1935 relating to jurisdiction of justices of the peace in school district cases.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That section 72-5319 of the General Statutes of 1935, relating to jurisdiction of justices of the peace in school district cases, be and the same is hereby repealed.

SEC. 2. This act shall take effect and be in force from and after its publication in the statute book.

Approved March 31, 1937.

CHAPTER 308

AUTHORIZING CERTAIN CITIES OF THE FIRST CLASS TO CONVEY
CERTAIN PROPERTY TO THE BOARD OF EDUCATION OF SUCH
CITY

Senate Bill No. 508

AN ACT authorizing certain cities of the first class to convey certain property to the board of education of such city.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. This act shall apply to any city of the first class having a population of not more than 21,000 and not less than 19,000 and located in a county having a population of not more than 30,000 and not less than 27,500.

SEC. 2. Any city of the class defined in section 1 of this act in which is located any real estate which prior to the year 1871 was conveyed by the owner thereof to said city or to the town or city which was the predecessor thereof, or to the trustees of any such town while organized under the towns and villages act then in effect, and prior to its organization as a city under the laws of this state then applicable, where the deed of conveyance of any such real estate granted the same to such trustees, in trust for such town, to be reserved, kept and maintained by said town as a public park, is hereby authorized to convey any such land to the board of education or to the school district of such city, to be used for school purposes only, and the governing body of such city is hereby declared to be the legal successor to the trustees of any such town, and as such shall have authority to authorize the execution of any such deed as herein provided for by the mayor and city clerk of any such city, for and on behalf of and as the act of such city: *Provided, however,* That any land when so conveyed shall be used by the board of education or school district of any such city for school

purposes only, and upon the failure of such board of education or school district to use the same for such purpose, the title to such land shall revert to such city.

SEC. 3. This act shall take effect and be in force from and after its publication in the official state paper.

Approved March 23, 1937.

Published in official state paper March 24, 1937.

SEC. 2. The provisions of article 1, chapter 10 of the General Statutes of 1935, and acts amendatory and supplemental thereto shall be followed in the issuance of bonds under this act. The power and authority to issue bonds hereunder shall cease and determine January 1, 1941.

SEC. 3. This act shall take effect and be in force from and after its publication in the official state paper.

Approved April 3, 1939.

Published in official state paper April 8, 1939.

CHAPTER 250

AUTHORIZING CERTAIN CITIES OF THE FIRST CLASS TO CONVEY CERTAIN PROPERTY TO THE BOARD OF EDUCATION

Senate Bill No. 341

AN ACT authorizing certain cities of the first class to convey certain property to the board of education of such city, amending section 1 of chapter 308 of the Session Laws of 1937, and repealing said original section.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. Section 1 of chapter 308 of the Session Laws of 1937 is hereby amended to read as follows: Sec. 1. This act shall apply to any city of the first class having a population of not more than 23,000 and not less than 19,000 and located in a county having a population of not more than 33,000 and not less than 27,500, and which city has adopted and is being operated under the commission-manager act.

SEC. 2. Section 1 of chapter 308 of the Session Laws of 1937 is hereby repealed.

SEC. 3. This act shall take effect and be in force from and after its publication in the official state paper.

Approved March 25, 1939.

Published in official state paper March 27, 1939.

Filed for record Feb. 13, 1946, 9:45 A.M. Volume 147 of Deeds, Page 346.
 Elsie L. Hepperly, Register of Deeds.

D E E D

WHEREAS, The City of Salina, in Saline County, Kansas is and was at the time of the adoption by the Legislature of the State of Kansas of a certain Act designated as Chapter 508 of the Laws of Kansas 1937, a City of the First Class, in the State of Kansas, having a population of not more than 21,000 and not less than 19,000 and located in a County having a population of not more than 50,000 and not less than 27,500; and

WHEREAS, there is located in the City of Salina, Kansas, a certain tract of real estate hereinafter described, which prior to the year 1871 was conveyed by the owner or owners thereof to the Trustees of the Town of Salina, Kansas, which was then a town organized under the Towns and Villages Act then in effect, and prior to its organization as a City under the Laws of the State of Kansas then applicable, and by which deed of conveyance said real estate was granted to such Trustees, in trust for such town, to be reserved, kept and maintained by said town as a public park; and

WHEREAS, pursuant to the provisions of said Chapter 508 of the Laws of Kansas 1937 the governing body of the City of Salina, Kansas has become the successor to the Trustees of the Town of Salina, and the City of Salina has become and is authorized to convey said tract of land to the Board of Education of the City of Salina, Kansas to be used for school purposes only; and

WHEREAS, the Board of Commissioners of the City of Salina, Kansas the governing body of said city, did at a regular meeting of said Board held on the 6th day of September, 1938 authorize the Mayor and City Clerk of said City on behalf of and as the act of said City, to execute and deliver to the Board of Education of the City of Salina, Kansas, a general warranty deed conveying the tract of land hereinafter described to the Board of Education of the City of Salina, Kansas, subject to the terms and conditions hereinafter set forth: Now Therefore,

THIS INDENTURE, made this 6th day of September, A.D. 1938 between The City of Salina, Kansas a municipal corporation, duly organized, incorporated and existing under the Laws of the State of Kansas and located in Saline County, Kansas, of the first part, and The Board of Education of the City of Salina, Kansas, a body corporate, of Saline County, in the State of Kansas, of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and of the use of said premises for the purposes hereinafter set forth, does by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate situate in the County of Saline, State of Kansas, to-wit:

All of that certain tract of ground known and designated as South Park, and which is located in the Original Town of Salina according to the recorded plat thereof, in the block which is bounded by Second Street and Third Street and by Walnut Street and Mulberry Street, and which is sometimes also known and designated as "City Park", being all of said block above described, except Lots One (1), Two (2), Three (3), Four (4) and Five (5) at the north end thereof, facing on Walnut Street, and Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) at the South end thereof, facing on Mulberry Street,

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever;

Certificate of Survey

219 South Third Street
South Park, Salina Original Town

Exhibit C

SURVEYOR'S CERTIFICATE

I, John F. Harvey, do hereby certify that I am a registered land surveyor in the State of Kansas, with experience and proficiency in land surveying; that the heretofore described property was surveyed by me, or under my supervision; and that all of the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief. This Survey does not certify ownership.
Date of Survey: 2022-10-24

John F. Harvey, P.L.S. #1426

Review Surveyors Certificate

State of Kansas
County of Saline

Reviewed in accordance with K.S.A. 58-2005

on this _____ day
of _____

Wayne Scritchfield, Review Surveyor

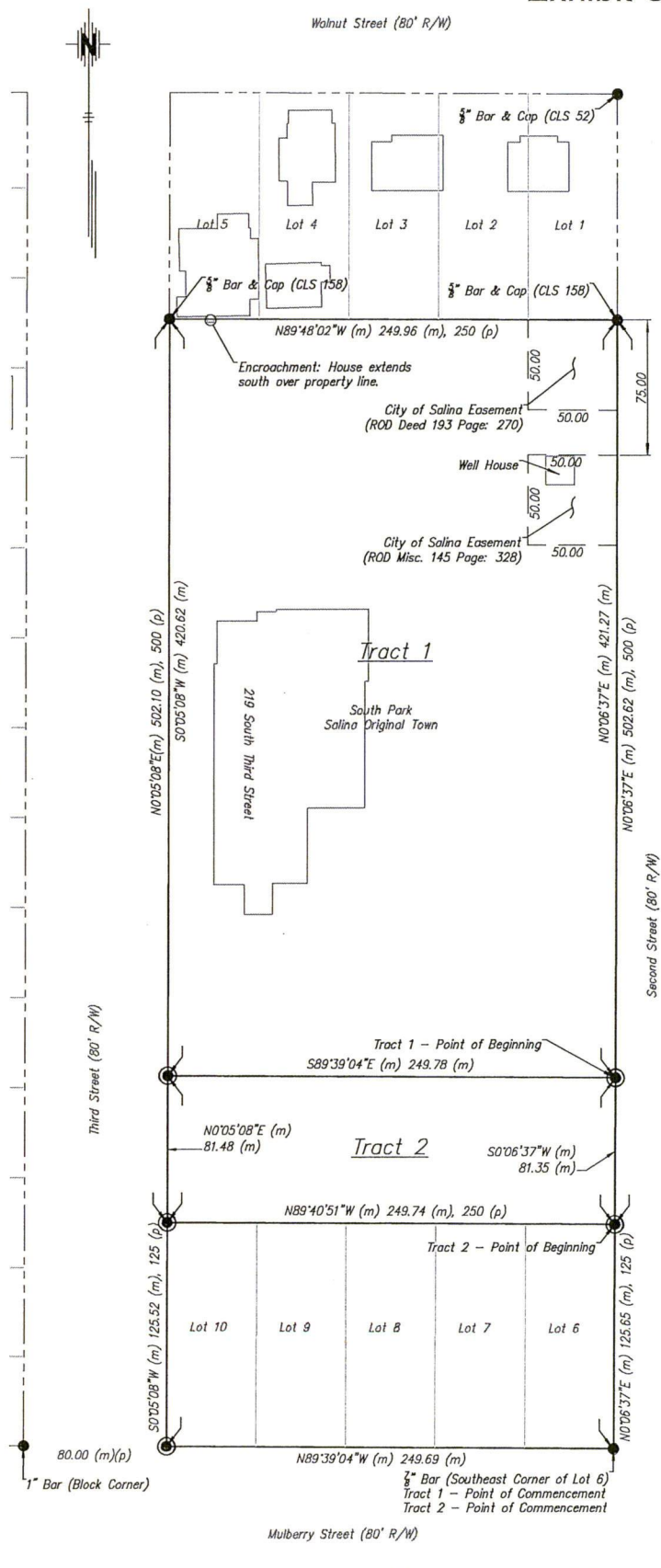
DESCRIPTION

TRACT 1

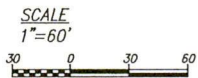
A TRACT OF LAND IN THE PARK PORTION OF SOUTH PARK A BLOCK BOUNDED BY SECOND STREET, MULBERRY STREET, THIRD STREET, AND WALNUT STREET, IN THE ORIGINAL TOWN OF SALINA, SALINE COUNTY, KANSAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID SOUTH PARK; THENCE ON AN ASSUMED BEARING OF NORTH 00° 06' 37" EAST ON THE EAST LINE OF SAID SOUTH PARK, A DISTANCE OF 207.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00° 06' 37" EAST ON THE EAST LINE OF SAID SOUTH PARK, A DISTANCE OF 421.27 FEET TO THE SOUTHEAST CORNER OF LOT 1, OF SAID SOUTH PARK;
THENCE NORTH 89° 48' 02" WEST ON THE SOUTH LINE OF LOTS 1 THROUGH 5, A DISTANCE OF 249.96 FEET TO THE SOUTHWEST CORNER OF LOT 5, OF SAID SOUTH PARK;
THENCE SOUTH 00° 05' 08" WEST ON THE WEST LINE OF SAID SOUTH PARK, A DISTANCE OF 420.62 FEET;
THENCE SOUTH 89° 39' 04" EAST, A DISTANCE OF 249.78 FEET TO THE POINT OF BEGINNING.
DESCRIPTION WRITTEN BY JOHN F. HARVEY PROFESSIONAL LAND SURVEYOR NUMBER 1426, ON OCTOBER 21ST, 2022.
SAID TRACT CONTAINS 105,181 SQUARE FEET MORE OR LESS.

TRACT 2

A TRACT OF LAND IN THE PARK PORTION OF SOUTH PARK A BLOCK BOUNDED BY SECOND STREET, MULBERRY STREET, THIRD STREET, AND WALNUT STREET, IN THE ORIGINAL TOWN OF SALINA, SALINE COUNTY, KANSAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID SOUTH PARK; THENCE ON AN ASSUMED BEARING OF NORTH 00° 06' 37" EAST ON THE EAST LINE OF SAID LOT 6, A DISTANCE OF 125.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING;
THENCE NORTH 89° 40' 51" WEST ON THE SOUTH LINE OF THE PARK PORTION OF SAID SOUTH PARK, A DISTANCE OF 249.74 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID SOUTH PARK;
THENCE NORTH 00° 05' 08" EAST ON THE WEST LINE OF SAID SOUTH PARK, A DISTANCE OF 81.48 FEET;
THENCE SOUTH 89° 39' 04" EAST, A DISTANCE OF 249.78 FEET TO THE EAST LINE OF SAID SOUTH PARK;
THENCE SOUTH 00° 06' 37" WEST, A DISTANCE OF 81.35 FEET TO THE POINT OF BEGINNING.
DESCRIPTION WRITTEN BY JOHN F. HARVEY PROFESSIONAL LAND SURVEYOR NUMBER 1426, ON DECEMBER 22ND, 2022.
SAID TRACT CONTAINS 20,334 SQUARE FEET MORE OR LESS.



- Legend**
- Found Monument
 - ⊙ Set 3/4" by 30" Bar & Cap LS 1426
 - (m) Measured
 - (p) Platted Salina Original Town
 - Property Line
 - Lot Line
 - Existing House



GENERAL NOTE
All found monument have an unknown origin unless noted.

CITY OF SALINA, 300 W ASH, SALINA, KANSAS
PUBLIC WORKS - ENGINEERING - UTILITIES
PHONE 785-309-5725
Certificate of Survey
219 South Third Street (USD 305)