

**CHARITABLE DONATION AGREEMENT**

by and between:

**BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS  
SITTING AS THE GOVERNING BOARD FOR  
SEDGWICK COUNTY FIRE DISTRICT NUMBER ONE  
and  
PAULINE M. WEBER TRUST**

This Charitable Donation Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Sedgwick County, Kansas, sitting as the governing board of Sedgwick County Fire District Number One, a fire district located within Kansas (“Fire District”), and Pauline M. Weber Trust (“Owner”).

WITNESSETH:

**WHEREAS**, Owner owns a residence that the Fire District wishes to utilize for training the Fire District employees and also for the purpose of a live fire training exercise; and

**WHEREAS**, Owner wishes to donate such residence to the Fire District to utilize for training the Fire District employees and also for the purpose of a live fire training exercise; and

**WHEREAS**, the Owner and the Fire District desire to state the terms and conditions of their understanding in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**1. Contractual Relationship.** It is agreed that the legal relationship between the Owner and the Fire District is of a contractual nature. Neither party is agreeing to hire the other party as an employee.

**2. Purpose and Scope of the Lease Agreement.** Owner owns a residence in the unincorporated area of Sedgwick County, Kansas, located at 14010 West 29<sup>th</sup> Street North, Wichita, Kansas, with a parcel of approximately 108.5 acres that includes a residence described as follows:

A two-story residence (“Residence”) of approximately 2,063 square feet built in 1928; and

A legal description for the real property Owner owns (“Real Property”) upon which the Residence is located is described as follows:

S1/2 SE1/4 EXC N 165 FT E 264 FT & EXC W 125 FT S 174.24 FT & SE1/4 SW1/4 EXC E 125 FT S 174.24 FT & EXC BEG 1351.23 FT E OF SW COR SW1/4 N 662.44 FT E 337.25 FT S 662.39 FT W 337.81 FT TO BEG EXC RD ON THE SOUTH OF SECTION 35, TOWNSHIP 26, RANGE 2 WEST.

All in Sedgwick County, Kansas.

The Owner shall irrevocably donate the Residence, outright and free of encumbrances, to the Fire District (“Charitable Contribution”) to utilize for training the Fire District employees and also for the purpose of a live fire training exercise. Outside of the Residence, the Owner does not donate the Real Property, or any other buildings located on the Real Property, to the Fire District. The Fire District may, in its discretion as owner of the Residence, modify the Residence to meet the training needs for its employees. After such modifications have been completed, Fire District employees will train in the building in advance of when the Residence will be burned as part of a live fire training event (“Live Fire Training Event”). The Live Fire Training Event will occur such that the Live Fire Training Event must be concluded by 11:59 P.M. on the 1<sup>st</sup> of June, 2018. The Residence is being donated to the Fire District “AS IS” without warranty as to its condition.

**3. Date of Donation.** This effective date of the donation of the Residence from Owner to the Fire District shall be the same as the date this Agreement is entered into as noted at the top of page 1.

**4. No Compensation and Value of Charitable Contribution.** The parties agree that no compensation will be provided from either party to the other party under this Agreement. The parties agree that the value of the Owner’s Charitable Contribution to the Fire District is five thousand and seventy dollars (\$5,070.00). This estimate is based upon the value indicated for the Residence by the Sedgwick County Appraiser for the 2017 tax year. Regardless of the value of the Charitable Contribution to the Fire District, the Fire District cannot guarantee how the Internal Revenue Service, the Kansas Department of Revenue, or any other taxing entity may characterize this Agreement. Further, the parties agree that the Owner has received no goods or services in exchange for the Charitable Contribution.

**5. Owner’s Warranties and Understandings.** Owner makes the following warranties and agrees to the following understandings as part of this Agreement:

- A. There are no liens or other encumbrances on the Real Property and the Residence. In the event that a third party has an unrecorded interest in the Real Property or the Residence, Owner agrees to indemnify and hold harmless the Fire District for any claims made by such third party.
- B. The Residence is not being leased to any third party.
- C. No third party has any ownership interest or access to the Residence.
- D. While the Residence is termed a “residence” in this Agreement for purposes of specifying the correct building, no persons currently reside within the building.
- E. Owner currently does not have homeowner’s and/or fire insurance coverage that applies to the Residence. A copy of the certificate of insurance cancellation will be provided to the Fire District.
- F. The only parties to hold an ownership interest in the property are the Owner and also Donald and Janice Weber in their individual capacities, too.

**6. Access to Homestead.** The Fire District is enabled to have access to the Residence twenty-four (24) hours per day during the term of this Agreement. Furthermore, Owner grants the Fire District the ability to park vehicles and to otherwise occupy and utilize the parcel encompassing the Residence consistent with the Fire District's operations twenty-four (24) hours per day during the term of this Agreement until the conclusion of the Live Fire Training Event.

**7. Responsibility for Demolition, Infill, and Clean Up.** Owner assumes responsibility for the remnants of the Residence and also the Real Property, regardless of the status, at the conclusion of the fire that burns during the Live Fire Training Event. Owner will be responsible for any required demolition, infill, and debris clean-up. Owner will be required to obtain a wrecking permit from the Metropolitan Area Building and Construction Department, also referred to as Sedgwick County Code Enforcement. All demolition, infill, and debris clean-up will need to be completed within thirty (30) days after the conclusion of the Live Fire Training Event.

**8. Taxation.** Pursuant to Kansas law, for purposes of property tax appraisal—which includes property classification and valuation, the Sedgwick County Appraiser will appraise the Real Property and Residence on the first (1<sup>st</sup>) day of January of each year. The appraised value as of January 1<sup>st</sup>, will apply to the property's value for the entire year. As a result, the January 1, 2017 appraisal will apply even for taxes that will become due after the date this Agreement is entered into. The Fire District makes no guarantees or representations as to what tax consequences may or may not arise as a result of this Agreement and the Live Fire Training Event. Likewise, the Fire District does not accept any responsibility for any taxes on the Residence and the Real Property. Owner shall remain responsible for all taxes due by law on the Residence and the Real Property. The parties agree that any burning of the Residence during the Live Fire Training Event will not qualify the Owner for a tax abatement or credit pursuant to K.S.A. 79-1613.

**9. No Asbestos.** The Fire District has had an inspection completed to demonstrate that the Residence is free from any asbestos.

**10. Permits.** The Fire District is responsible for obtaining any burn permits or other permits regarding the Live Fire Training Event, including but not limited to any such permit required by the Kansas Department of Health and Environment. The Owner agrees to assist the Fire District in obtaining any such permits, should the Owner's permission and/or consent be required.

**11. Utilities.** There are not currently any active utilities to the Residence.

**12. Waiver of Trespass.** Owner expressly waives any claim of trespass against the Fire District for entry onto the Real Property until conclusion of the Live Fire Training Event.

**13. Waiver of Damages.** Owner waives any claim against the Fire District for any modifications or damages to the land within the Real Property which are not the result of the gross negligence of the Fire District. Owner also waives any claim against the Fire District for any damages that might occur to other buildings located near the Residence.

**14. Insurance.** While, as of the date this Agreement is entered into, Owner will not have any homeowner's and/or fire insurance pertaining to the Residence, Owner may still have insurance in place for the remainder of the Real Property. The Fire District is not responsible for any costs of the insurance for the Real Property.

**15. Indemnification.** The Fire District shall be solely liable for any injury to the Fire District personnel or other persons caused by or as a direct result of Fire District employees training at the Residence and the Live Fire Training Event. The Fire District shall indemnify and hold the Owner harmless against any and all claims by or on behalf of any person or persons arising from the training of Fire District personnel at the Residence and the Live Fire Training Event.

However, the Fire District shall not be liable for any injuries caused by or resulting from the demolition, infill, and clean-up of the debris on the Real Property after the Live Fire Training Event. As a result, to the fullest extent of the law, Owner shall defend, indemnify and hold harmless the Fire District and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of Owner or Owner's contractor regarding the demolition, infill, and clean-up of the debris on the Real Property after the Live Fire Training Event.

This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

**16. Termination.** Either party may terminate this Agreement with a thirty (30) day written notification to the other party at the address listed in Paragraph 17.

**17. Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**Fire District:** Sedgwick County Fire District No. 1  
Attn: Fire Chief  
7750 N. Wild West Dr.  
Park City, KS 67147

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

**Owner:** Don Weber  
14722 West 29<sup>th</sup> St North  
Wichita, KS 67223-7058

**18. Governing Law and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

**19. Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

**20. Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**21. Subsequent Liens and Transactions.** Until the conclusion of the Live Fire Training Event, if Owner wishes to convey title to Real Property, grant liens against Real Property, or to lease the Real Property including the Homestead, Owner shall provide the Fire District with a sixty (60) day written notice at the addresses listed in Paragraph 17.

**22. Cash Basis.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**23. Charitable Deduction Documentation.** The Fire District shall issue such statements and information to the Owner as may be required by the Internal Revenue Service for the Owner to substantiate and document its Charitable Contribution.

**24. Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**25. Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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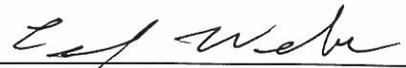
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS,  
GOVERNING BODY FOR SEDGWICK  
COUNTY FIRE DISTRICT NUMBER ONE

PAULINE M. WEBER TRUST  
Dated December 26, 1983

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

  
\_\_\_\_\_  
Donald L. Weber, Co-Trustee of Pauline M.  
Weber Trust

  
\_\_\_\_\_  
Charles Weber, Co-Trustee of Pauline M.  
Weber Trust

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin M. Waggoner  
Assistant County Counselor