

further identified by the signature of the Mayor of the City.

Kansas City Power & Light Company agrees to install, own, operate, and maintain the street lamps described above, and the City of Westwood Hills, Kansas, agrees to pay the Company each month an amount equal to one-twelfth the total annual bill due for said street lamps which shall be determined according to Kansas Rate Schedule No. 2-ML-66 on file with the State Corporation Commission of the State of Kansas. At the beginning date of the term of this ordinance, said rates are as follows:

4000 lumens incandescent street lamps on steel poles and served underground with cable under sod - \$65.40 per lamp per year.
4000 lumens incandescent street lamps on steel poles and served overhead - \$56.40 per lamp per year.

When any franchise, occupational, sales, license, excise, privilege, or similar tax or fee of any kind is imposed upon the Company by any Municipal taxing authority based upon (i) the sale of electric service to customers, (ii) the amounts of electric energy sold to customers, or (iii) the gross receipts, net receipts, or revenues to the Company therefrom, such tax or fee shall, insofar as practical, be charged on a pro rata basis to all customers so affected receiving electric service from the Company within the boundaries of such Municipal taxing authority. The pro rata amounts of such taxes and fees shall, in all cases, be set out as separate items on the bills of customers so affected, as additions to the other charges for electric service hereunder.

Where any such tax or fee is based upon the gross receipts, net receipts, or revenues from electric service by the Company within such Municipal taxing authority, an amount proportionate to the applicable percentage thereof will be included as a separate item and added to each customer's bill so affected. Where any such tax or fee is based other than on a percentage of receipts or revenues from electric service, a pro rata amount of such tax or fee shall be added to each customer's bill so affected. All such amounts collected by the Company shall be paid or credited by the Company to the Municipal taxing authority in accordance with the then effective regulations of such taxing authority. The pro rata taxes and fees applicable to each customer so affected will be on the customer's bill and identified as such.

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City of Westwood Hills, Kansas, agrees that it will each year during the term of this ordinance make a sufficient tax levy for street lighting purposes and within the maximum levie permitted by the laws of the State of Kansas.

SECTION 3. Kansas City Power & Light Company shall at all times protect and save harmless the City of Westwood Hills, Kansas, from all damage or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance and/or operation of said street lamps and/or equipment hereby authorized.

SECTION 4. Kansas City Power & Light Company shall not be required to relocate any street lamp after such has once been installed at a location designated by the City of Westwood Hills, Kansas, unless said City agrees in writing to pay the Company the actual cost of such relocation.

SECTION 5. In the furnishing of the service herein provided for, Kansas City Power & Light Company will not be held responsible for any failure in said service when such failure is due to act of God, floods, strikes, or other occurrence or circumstance beyond its control.

SECTION 6. The street lamps set forth in Section 1 hereof shall constitute the basic street lamps under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to extend or modify said street lighting system to include lamps of a size, type, or mounting arrangement not included in Section 1 hereof; and it is agreed by said City and Kansas City Power & Light Company that if additional lamps as have been described in this Section 6 should be desired by the City, the same shall be installed and supplied upon and for rates which shall be determined according to Kansas Rate Schedule No. 2-ML-66 on file with the State Corporation Commission of the State of Kansas. At the beginning date of the term of this ordinance, said rates are as follows:

STREET LAMPS ON WOOD POLES AND SERVED OVERHEAD BY AN EXTENSION NOT IN EXCESS OF 500 FEET PER UNIT			
Size of Lamp	Type of Lamp	Rate Per Lamp	Per Year
4000 Lumens	Incandescent		\$42.00
6000 Lumens	Incandescent		49.20
7700 Lumens	Mercury Vapor		54.60
11000 Lumens	Mercury Vapor		62.40
20000 Lumens	Mercury Vapor		78.00

STREET LAMPS ON STEEL POLES AND SERVED OVERHEAD BY AN EXTENSION NOT IN EXCESS OF 200 FEET PER UNIT

Size of Lamp	Type of Lamp	Rate Per Lamp	Per Year
4000 Lumens	Incandescent		\$56.40
6000 Lumens	Incandescent		63.60
7700 Lumens	Mercury Vapor		69.00
11000 Lumens	Mercury Vapor		76.80
20000 Lumens	Mercury Vapor		97.20

STREET LAMPS (INCANDESCENT) ON STEEL POLES AND SERVED UNDERGROUND BY AN EXTENSION NOT IN EXCESS OF 300 FEET PER UNIT

Size of Lamp	Route of Cable	Rate Per Lamp	Per Year
4000 lumens	Under Sod		\$65.40
4000 lumens	Under Concrete		109.80
6000 lumens	Under Sod		72.60
6000 lumens	Under Concrete		117.00

MERCURY VAPOR STREET LAMPS ON STEEL POLES SERVED UNDERGROUND BY AN EXTENSION NOT IN EXCESS OF 200 FEET PER UNIT

Size of Lamp	Route of Cable	Rate Per Lamp	Per Year
Rigid Breakaway			
7700 lumens	Under Sod		\$78.00
7700 lumens	Under Concrete		122.40
11000 lumens	Under Sod		85.80
11000 lumens	Under Concrete		130.20
20000 lumens	Under Sod		106.20
20000 lumens	Under Concrete		150.60

TWIN INCANDESCENT STREET LAMPS ON STEEL POLES AND SERVED UNDERGROUND BY AN EXTENSION NOT IN EXCESS OF 300 FEET PER UNIT

Size of Lamp	Route of Cable	Rate Per Lamp	Per Year
4000 Lumens	Under Sod		\$103.20
4000 Lumens	Under Concrete		147.60
6000 Lumens	Under Sod		117.60
6000 Lumens	Under Concrete		162.00

TWIN MERCURY VAPOR STREET LAMPS ON STEEL POLES SERVED UNDERGROUND BY AN EXTENSION NOT IN EXCESS OF 200 FEET PER UNIT

Size of Lamp	Route of Cable	Rate Per Lamp	Per Year
Rigid Breakaway			
7700 Lumens	Under Sod		\$132.60
7700 Lumens	Under Concrete		177.00
11000 Lumens	Under Sod		148.20
11000 Lumens	Under Concrete		192.60
20000 Lumens	Under Sod		184.20
20000 Lumens	Under Concrete		228.60

Such street lamps are to be contracted for by resolution of the City and acceptance thereof by the Company in the manner hereinafter provided for in Section 7 of this ordinance. Said resolution shall be effective as a valid contract in the same manner and to the same extent as the contract for the street lamps provided for in Section 1 of this ordinance. Any other style or size of street lamp that may be adopted by the City during the continuance of this agreement different from those specifically provided for in this ordinance may be included in this contract by ordinance amending the same after the annual charge to be paid by the City to the Company has been agreed upon in writing.

SECTION 7. Kansas City Power & Light Company further agrees that it will at its own expense, install such additional electric street lamps as may be required from time to time by the City of Westwood Hills, Kansas, when authorized by resolution duly adopted by said City and on written order signed by a legally authorized officer of said City to which there shall be attached a copy of such resolution on the same conditions as are hereinbefore set out, provided, however, that the Company shall not be required to make such extension or modification unless it shall within thirty (30) days from and after the receipt by it of such resolution file with the City Clerk of said City its written acceptance thereof; and upon said acceptance being so filed, such resolution shall constitute a contract between the City of Westwood Hills, Kansas, and Kansas City Power & Light Company for the remaining period of this ordinance. In the event of the failure of said Company to file such acceptance within the time specified in the section, such resolution shall ipso facto cease and become null and void. The City agrees to accept and pay for such additional street lamps so ordered by it upon the same conditions as are hereinbefore set out. The plat attached to and made a part of this ordinance shall be amended to show such additional street lamps and each amended plat shall be identified by the signature of the Mayor of the City.

SECTION 8. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided this ordinance shall constitute a contract between the City of Westwood Hills, Kansas, and Kansas City Power & Light Company for the period set forth herein. In the event of the failure of the Company to file such acceptance within the time specified in this section, this ordinance shall ipso facto cease and become null and void.

SECTION 9. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

PASSED this 2nd day of June, 1969.

APPROVED BY THE MAYOR:
/s/ Paul A. Maclean
Mayor

Attest:
/s/ Ora M. Amberg
City Clerk
(SEAL)

WESTWOOD HILLS

First Published in Johnson County Herald
Wednesday June 25, 1969)

ORDINANCE NO. 78

AN ORDINANCE PROVIDING FOR PUBLIC ELECTRIC STREET LIGHTING IN THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER & LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO FURNISH PUBLIC ELECTRIC STREET LAMPS FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF TEN (10) YEARS.

WHEREAS, Kansas City Power & Light Company is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, great benefit will accrue to the inhabitants of the City of Westwood Hills, Kansas, through the maintenance and operation therein of an electric street lighting system.

NOW, THEREFORE, BE IT ORGAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION 1. In order to promote the welfare, comfort, and convenience of the City of Westwood Hills, Kansas, its inhabitants, and the public generally, and in consideration of the benefits to be derived by said City and the inhabitants thereof through the maintenance and operation of an electric street lighting system, there is hereby granted to Kansas City Power & Light Company for a term of ten (10) years from the effective date hereof the right, authority, and power to maintain in the City of Westwood Hills, Kansas, electric street lamps as described below.

The number, size and type of street lamps to be installed, owned, operated and maintained by Kansas City Power & Light Company are as follows:

12- 4000 lumens incandescent street lamps on steel poles and served underground with cable under sod.

3 - 4000 lumens incandescent street lamps on steel poles and served overhead.

Said street lamps are to be located in accordance with the plat attached hereto, incorporated herewith, and made a part hereof and

First Published in Johnson County Herald
Wednesday June 11, 1969)
IN THE DISTRICT COURT OF JOHNSON
COUNTY, KANSAS
KENNETH J. TESKE PLAINTIFF
s. NO. 43941
FRANCES ANN TESKE DEFENDANT
NOTICE OF SUIT
STATE OF KANSAS
COUNTY OF JOHNSON
THE STATE OF KANSAS TO FRANCES ANN
TESKE, DEFENDANT, AND ALL OTHER PER-
SONS WHO ARE OR MAY BE CONCERNED:
You are hereby notified that a petition has
been filed in the District Court of Johnson
County, Kansas, by Kenneth J. Teske, praying
for the following relief:
1. Divorcing plaintiff from you.
2. Custody of the minor children.
3. Awarding plaintiff personal property.
4. Such other and further relief as the Court
may deem just and proper.
And you are hereby required to plead to
said petition on or before 23 day of July,
1969, in said Court at Olathe, Kansas. Should
you fail therein judgment and decree will be
entered in due course upon said petition, grant-
ing the relief sought.
DATED this 9th day of June, 1969.
KENNETH J. TESKE, Plaintiff
BY WILLIAMSON, CUBBISON & HARDY
Attorneys for Plaintiff
27 Ann Avenue
Kansas City, Kansas
Rexel 1-1930

24-25-26

BAUER ESTATE

First Published in Johnson County Herald
Wednesday June 11, 1969)
STATE OF KANSAS
COUNTY OF JOHNSON
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS
In the matter of the Estate of William An-
thony Bauer, Deceased. No. 10359
NOTICE OF HEARING ON PETITION FOR
PROBATE OF WILL
The State of Kansas To All Persons Concerned:
You are hereby notified that a petition has
been filed in said court by Agnes T. Gast,
as daughter, heir-at-law, legatee and devisee
of William Anthony Bauer, deceased, and as
executrix named in the will of said decedent,
praying for the admission to probate of the will
of William Anthony Bauer dated 29th day of
January, 1958, which is filed with said peti-
tion, and for the appointment of Agnes T.
Gast as executrix of said will, without bond,
and you are hereby required to file your
written defenses thereto on or before the 7th
day of July, 1969, at 10:00 o'clock a.m. of
said day, in said court, in the city of Olathe,
in Johnson County, Kansas, at which time and
place said cause will be heard. Should you
fail therein, judgment and decree will be
entered in due course upon said petition.
Agnes T. Gast, Petitioner
Mercedes M. Fichtner
Attorney for Petitioner
5501-A Johnson Drive
Mission, Kansas 66202
COlfax 2-9235

24-25-26

ARROW SAVINGS vs. SIAS

First Published in Johnson County Herald
Wednesday June 18, 1969)
IN THE DISTRICT COURT OF JOHNSON
COUNTY, KANSAS
ARROW SAVINGS AND LOAN ASSOCIATION,
Corporation, Plaintiff,
vs. LARRY LYNN SIAS and BRENDA J. SIAS,
Defendants.
NOTICE OF SUIT FOR PUBLICATION
STATE OF KANSAS TO: Larry Lynn Sias
and Brenda J. Sias, husband and wife, and
all other persons who are or may be con-
cerned:
You are hereby notified that a petition has
been filed in the District Court of Johnson

(First Published in Johnson County Herald
Wednesday June 11, 1969)
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS
IN RE: ESTATE OF ALFRED H. ABBOTT,
DECEASED. NO. 10309
NOTICE OF APPOINTMENT OF CO-EXECU-
TORS
To the Creditors, Heirs, Devisees and Le-
gatees of Alfred H. Abbott, deceased, and all
others concerned:
You and each of you will take notice that
on the 9th day of May, 1969, Louis E. Abbott
and Warren L. Abbott were appointed co-
executors of the will of Alfred H. Abbott,
deceased, that they qualified as such execu-
tors on May 29, 1969 and letters testamentary
were issued to them on that day by the Pro-
bate Court of Johnson County, Kansas.
All parties interested in decedent's estate
will take notice and govern themselves accord-
ingly. All creditors are notified to exhibit
their demands against the said estate within
nine months from the date of the first pub-
lication of this notice as provided by law,
and if their demands are not thus exhibited
they shall be forever barred.
Louis E. Abbott
Warren L. Abbott
Co-Executors of the will of
Alfred H. Abbott, deceased
Breyfogle & Martin
Patrons Building
Olathe, Kansas ST 2-0714
Attorneys for Co-Executors

24-25-26

GATCHELL ESTATE

(First Published in Johnson County Herald
Wednesday June 18, 1969)
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS
IN THE MATTER OF THE ESTATE OF
GLORIANE GATCHELL, deceased. No. 10378
NOTICE OF APPOINTMENT OF ADMINIS-
TRATRIX
Notice is hereby given to the creditors,
heirs, devisees and legatees of Gloriane Gat-
chell, deceased, and all others concerned, that
on the 16 day of June, 1969, the undersigned
was by the Probate Court of Johnson County,
Kansas, duly appointed and qualified as ad-
ministratrix of the estate of Gloriane Gat-
chell, deceased, late of Johnson County, Kan-
sas.
All parties interested in said estate will take
notice and govern themselves accordingly. All
creditors are notified to exhibit their demands
against the said estate within nine months from
the date of first publication of this notice as
provided by law, and if their demands are
not thus exhibited, they shall be forever barred.
Ruth Ann Gatchell
Administratrix
8105 West 91st St.
Overland Park, Kansas
CROSS AND KANCEL
By: Felix G. Kancel
Floor Seven, Huron Building
Kansas City, Kansas 66101
FA 1-3493
Attorneys for Administratrix

ATTEST:
/s/ Benjamin F. Farney
Judge, Probate Court, Johnson County,
Kansas

25-26-27

LUSE ESTATE

(First Published in Johnson County Herald
Wednesday June 18, 1969)
STATE OF KANSAS, JOHNSON COUNTY, SS.:
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS
In the Matter of the Estate of BLANCHE C.
LUSE, Deceased. No. 9499
NOTICE OF HEARING ON PETITION FOR
FINAL SETTLEMENT
The State of Kansas to all persons concerned:
You are hereby notified that a petition has
been filed in said Court by William M. Luse,
Jr., executor of the will of Blanche C. Luse,
deceased, praying for a final settlement of said
estate, approval of his acts, proceedings, and
accounts as executor, allowance for attorney's
fees, and expenses; and also praying
that the Court determine the heirs, devisees,
and legatees entitled to the estate and the
proportion or part thereof to which each is
entitled and distribute and assign the same
to them in accordance with the will of Blanche
C. Luse, deceased, and you are hereby re-
quired to file your written defenses thereto on
or before the 14th day of July, 1969, at 9:30
o'clock, A. M., on said day, in said Court,
in the City of Olathe, at which time and place
said cause will be heard. Should you fail
therein, judgment and decree will be en-
tered in due course upon said petition.
WILLIAM M. LUSE, JR., Petitioner
Arthur L. Jones,
Attorney for Petitioner
7134 West 80th Street
Overland Park, Kansas
Telephone: Niagara 8-7724

25-26-27

WEST ESTATE

(First Published in Johnson County Herald
Wednesday June 18, 1969)
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS
In The Matter Of The Estate Of Samuel G.
West, Deceased. No. 10777
NOTICE OF APPOINTMENT OF ADMINIS-
TRATOR
To the Creditors, Heirs, Devisees and Le-
gatees of Samuel G. West, deceased, and all
others concerned:
You and each of you will take notice that
on the 16th day of June, 1969, B. H. Milliard
was appointed administrator of the estate of
Samuel G. West, deceased, and duly qualified
as such administrator and letters of adminis-
tration were issued to him on June 16, 1969,
by the Probate Court of Johnson County, Kan-
sas.
All parties interested in said estate will
take notice and govern themselves accord-
ingly. All creditors are notified to exhibit their
demands against the said estate within nine
months from the date of the first publication
of this notice as provided by law, and if their
demands are not thus exhibited they shall be
forever barred.
/s/ B. H. Milliard
B. H. Milliard
Administrator of the estate of
Samuel G. West, deceased.
Bertrand H. Milliard
209 Ranchmart Bank Building
9500 Mission Road
Overland Park, Kansas 66206
381-9855
Attorney for Administrator

25-26-27

Kansas City 1, Kansas 66101
Attorney for Plaintiff

PRAIRIE VILLAGE

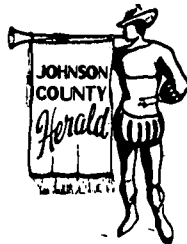
(First Published in Johnson County Herald
Wednesday June 25, 1969)
TO ALL PERSONS CONCERNED:
You are hereby notified that the Board of
Zoning Appeals of Prairie Village, Kansas,
will hold a public hearing on July 22, 1969,
at 7:30 P.M., in the Council Chambers of the
City Hall, 3920 West 69th Terrace, on the
application of Howard Hassett, Inc. for a
variance to allow a change in 30' Set Back
Requirement at a location described as:
Lot 15, Block 12, Corinth Hills, Northwest
corner 83rd and Somerset
more commonly known as 8250 Somerset and
8254 Somerset Drive
All persons desiring to be heard on such
application should appear at such time and
place.

BOARD OF ZONING APPEALS
By: /s/ Duane Lintecum
28

PRAIRIE VILLAGE

(First Published in Johnson County Herald
Wednesday June 25, 1969)
TO ALL PERSONS CONCERNED:
You are hereby notified that the Board of
Zoning Appeals of Prairie Village, Kansas,
will hold a public hearing on July 22, 1969,
at 7:30 P.M., in the Council Chambers of the
City Hall, 3920 West 69th Terrace, on the
application of John R. Loudon, D. D. S.
for a variance to allow a change in sideyard
requirements for a garage at a location de-
scribed as:
Lot 9, Block 38 Prairie Village Division,
Johnson County, Kansas, & easternmost 15'
(n) X 128.63' (E & W) x 0' (S) of Lot 8
(same block)
more commonly known as 7338 Roe Circle
All persons desiring to be heard on such
application should appear at such time and
place.

BOARD OF ZONING APPEALS
By: /s/ Duane Lintecum
28



AFFIDAVIT OF PUBLICATION

State of Kansas, Johnson County, ss:

BOB FISER being first duly sworn,
Deposes and says: That he is the editor of the Johnson County Herald, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Johnson County, Kansas, with a general paid circulation on a weekly basis in Johnson County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly, published at least weekly 50 times a year; has been published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Shawnee Mission, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said

newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the

25th day of June, 1969, with subsequent publications being made on the following dates:

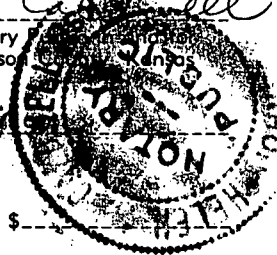
_____, 19____
_____, 19____
_____, 19____
_____, 19____
_____, 19____
_____, 19____

Bob Fiser

Subscribed and sworn to before me this 25th day of June, 1969

Helen M. Caswell
Notary Johnson

My Commission Expires Aug. 28, 1970



Notary Fee - - - - - \$
Printer's fee - - - - - \$ 44.00
Additional copies - - - - - \$
Total Charge - - - - - \$

IN THE _____ COURT OF
JOHNSON COUNTY, KANSAS
State of Kansas, Johnson County, ss:

_____, 19____
The within Proof of Publication approved by

Johnson County Herald—Fully qualified to
publish legal notices

Case No. -----

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION

jurisdiction, and to trim trees upon and overhanging such places and make such excavations thereon as may be appropriate for the construction, repair and renewal of the Company's overhead and underground facilities and plants.

SECTION II. Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and direction of the governing body of said City under all necessary permits issued for the work, and shall be made and done in such manner as to give the least inconvenience to the inhabitants of the City and the public generally, and pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before with all convenient speed, by and at the expense of the Company.

SECTION III. The Company shall at all times during the term of this franchise supply to consumers of electric energy, residing in said City, such electric energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and rules and regulations as filed from time to time with the State Corporation Commission of Kansas. Nothing contained herein shall be construed as a guarantee upon the part of the Company to furnish uninterrupted service, and interruptions due to Acts of God, fire, strikes, civil or military authority, orders of court and other causes reasonably beyond the control of the Company are specifically exempted from the terms of this Section.

SECTION IV. All poles and wires shall be erected in accordance with the rules and regulations of the State Corporation Commission of Kansas as set out in Docket No. 1944 and any amendments thereto. All poles carrying said wires shall be placed in such manner as to interfere with and obstruct as little as reasonably possible, the ordinary use of the streets, alleys, lanes and highways of said city, and shall not interfere with any gas main, water main or sewer now laid out or constructed in or under said streets, alleys, lanes and highways of said City.

SECTION V. The Company shall, at all times, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, use all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless said City from any and all damage, injury and expense caused by the sole negligence of the Company its successors and assigns.

SECTION VI. As further consideration for the rights, privileges and franchise hereby granted, and in lieu of all rental, license or occupation taxes, the grantee shall on or before the 30th day of June and the 31st day of December of each year in which this franchise is effective, issue a credit amounting to five per cent (5%) of its gross receipts charged and collected from the sale of electric energy used within the present or future boundaries of said City for domestic, commercial and industrial consumption for the six (6) months' period ending at the last meter reading preceding May 31 and November 30, respectively, which credit shall be applied against the bills rendered by the Company for street lighting in said City. The term "gross receipts", as applied to the sales of electricity for domestic, commercial, or industrial purposes as used in this section shall not include (1) the electrical energy sold to the United States or the State of Kansas or to any agency or political subdivision thereof, (2) the electrical energy sold for other use which can not be classified as domestic, commercial, or industrial, such as the electrical energy used by public utilities, telephone, telegraph, and radio communication companies, railroads, pipeline companies, educational institutions not operating for profit, churches and charitable institutions and (3) the electrical energy sold for resale.

SECTION VII. All provisions of this ordinance shall be binding upon and inure to the benefit of the Company, its grantees and its successors and assigns.

SECTION VIII. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION IX. This ordinance is made under and in conformity with the laws of the State of Kansas, and shall take effect and be in force as therein provided.

PASSED and APPROVED this ____ day of ____.

Mayor

ATTEST:

City Clerk

This notice is given in accordance with the provisions of Kansas Statutes annotated 12-824.

/s/ Paul A. Maclean
Mayor

/s/ Ora W. Amberg
City Clerk
(SEAL)

49-50-51-52

WESTWOOD HILLS

(First Published in Johnson County Herald Wednesday December 3, 1969)

TO THE ELECTORS OF THE CITY OF WESTWOOD HILLS, KANSAS

You are hereby notified that the Governing Body of the City of Westwood Hills, Kansas, being the Mayor and Council thereof, proposes to grant to Kansas City Power & Light Company a franchise to operate and maintain an electric system for the supplying of electric current to the City of Westwood Hills, Kansas, and its inhabitants. Such proposed franchise is contained in Ordinance No. 78 of the City of Westwood Hills, Kansas, and reads as follows:

ORDINANCE NO. 78

AN ORDINANCE GRANTING KANSAS CITY POWER & LIGHT COMPANY, ITS GRANTEES, SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO CONSTRUCT AND MAINTAIN ALL WORKS AND PLANTS NECESSARY OR PROPER FOR SUPPLYING CONSUMERS WITH ELECTRIC OR OTHER ENERGY, GRANTING TO SAID COMPANY THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES, PROVIDING FOR COMPENSATION FROM SUCH COMPANY FOR SAID RIGHT AND FRANCHISE, PRESCRIBING THE TERMS OF AND RELATING TO SUCH FRANCHISE AND REPEALING INCONSISTENT ORDINANCES OR PARTS THEREOF.

WHEREAS, Kansas City Power & Light Company, (herein called the Company) is a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, the Company is operating a system for the transmission of electric current between two or more incorporated cities in the State of Kansas and has heretofore built, or proposes to build, its transmission lines into or through the City of Westwood Hills, Kansas; and

WHEREAS, the parties hereto desire that the Company furnish electric energy to consumers in said City;

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

SECTION I. In consideration of the benefits to be derived by the City and the inhabitants thereof from the construction, operation and maintenance of an electric light and power system and the supplying of electric energy to the Public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a franchise and authority to construct, operate and maintain in the City all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of supplying the City and outlying areas with electric or other energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes and to produce and supply such energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all of said purposes it is authorized to (i) construct conduits or other underground facilities for the installation and protection of its underground wire and cables, (ii) place poles, lamp posts, guys, and anchors for its overhead wires, cables and street lights on all streets, alleys, avenues, bridges, parks, parking and other public places or thoroughfares, (iii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, and (iv) enter upon any and all of said public places within the corporate limits of the City as they now exist or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City's

WENZEL ESTATE

(First Published in Johnson County Herald
Wednesday November 19, 1969)
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS

In the Matter of the Estate of ERNEST MAX
WENZEL, Deceased. No. 9150
NOTICE OF HEARING ON PETITION FOR
FINAL SETTLEMENT

THE STATE OF KANSAS TO ALL PERSONS
CONCERNED:

You are hereby notified that a petition has
been filed in said court by Frank H. Wenzel,
executor of the will of Ernest Max Wenzel,
deceased, praying for a final settlement of said
estate, approval of his acts, proceedings and
accounts as executor, allowance for executor's
fees, attorneys' fees and expenses; and also
praying that the court determine the heirs,
devisees and legatees entitled to the estate
and the proportion or part thereof to which
each is entitled and distribute and assign
the same to them in accordance with the will
of Ernest Max Wenzel, deceased; and you are
hereby required to file your written defenses
thereto on or before the 12 day of December,
1969, at 10:30 A.M. on said day, in said
court, in the City of Olathe, at which time
and place said cause will be heard. Should
you fail therein, judgment and decree will
be entered in due course upon said petition.

FRANK H. WENZEL, Executor
4926 Belinder
Shawnee Mission, Kansas

ATTEST:

BENJAMIN F. FARNEY

Probate Judge

ROY L. VICKREY and WILLIAMSON, CUB-

BISON & HARDY

Attorneys for Executor

727 Ann Avenue

Kansas City, Kansas 66101

47-48-49

FIRST FED. SAV. vs. COOKSEY

(First Published in Johnson County Herald
Wednesday November 26, 1969)
IN THE DISTRICT COURT OF JOHNSON
COUNTY, KANSAS

First Federal Savings & Loan

Association of Kansas City,

Kansas City, Missouri

Plaintiff

vs

No. 43467 Div. No. 1

Dennis Elvin Cooksey and

Dorothy A. Cooksey, husband

and wife,

Defendants.

SHERIFF'S SALE

Notice is hereby given that by virtue of an
order of sale issued out of the District Court
of the Tenth Judicial District sitting in and for
Johnson County, Kansas, in the above entitled
action, wherein the parties above named were
respectively plaintiff and defendants, and to me
the undersigned Sheriff of Johnson County,
Kansas, directed, I will on the 29th day of
December, 1969, at 10:00 o'clock A.M. offer
for sale at public auction at the south front
door of the courthouse in the City of Olathe,
Kansas, and sell to the highest and best bidder
for cash in hand, all the right, title and in-
terest of the defendants above named in and to
the following described real property, to-wit:

All that part of Lots 27 to 31 inclusive and
a part of vacated Santa Fe Trail Boulevard
lying West of and adjoining a portion thereof
described as follows: Beginning at the South-
east corner of said Lot 27; thence West along
the South line thereof 100 feet; thence North
115 feet; thence East 100 feet to a point
in the West line of Riggs Avenue; thence
South along said West line 115 feet to the point
of beginning in Santa Fe Manor No. 3, a
subdivision in Johnson County, Kansas.

together with all fixtures, appurtenances et
cetera thereunto pertaining; said real proper-
ty is levied upon as the property of the de-
fendants Dennis Elvin Cooksey and Dorothy
A. Cooksey and will be sold without appraisement
to satisfy said order of sale.

Dated at Olathe, Kansas, this 26th day of
November, 1969.

Fred Allenbrand

Sheriff of Johnson County, Kansas

Warrick, Levine & Greene

915 Walnut Street

Kansas City, Missouri HA 1-1133

Breyfogle & Martin

Patrons Building

Olathe, Kansas ST 2-0714

Attorneys for Plaintiff

48-49-50-51-52

KLEMP ESTATE

(First Published in Johnson County Herald
Wednesday November 26, 1969)
IN THE PROBATE COURT OF JOHNSON
COUNTY, KANSAS

In the Matter of the Estate of WILHELMINE
M. KLEMP, Deceased. No. 10654

NOTICE OF APPOINTMENT OF EXECUTOR
TO THE CREDITORS, HEIRS, DEVISEES AND
LEGATEES OF WILHELMINE M. KLEMP,
DECEASED, AND ALL OTHERS CONCERNED:

You and each of you will take notice that
on the 19th day of November, 1969, Henry
Klemp was appointed executor of the will of
Wilhelmine M. Klemp, deceased, and duly qual-
ified as such executor and letters testamentary

and you are hereby required to file your writ-
ten defenses thereto on or before the 19th
day of December, 1969, at 10:30 o'clock
A.M. on said day, in said court in the City
of Olathe, Kansas, at which time and place
said cause will be heard. Should you fail
therein, judgment and decree will be entered
in due course upon said petition.

SECURITY NATIONAL BANK OF

KANSAS CITY, KANSAS, Petitioner

BODDINGTON & BROWN

Attorneys for Petitioner

1110 Huron Building

Kansas City, Kansas 66101

Dr. 1-1272

48-49-

MARSHALL vs. MARSHALL

(First Published in Johnson County Herald
Wednesday November 26, 1969)
IN THE DISTRICT COURT OF JOHNSON
COUNTY, KANSAS

ROBERT DALE MARSHALL, Plaintiff,

vs. Case No. 44193 Division No.

LESLIE EPSTON MARSHALL, Defendant

NOTICE OF SUIT

The State of Kansas to Leslie Epston Mar-
shall, and to all other persons who are or
may be concerned:

You are notified that a Petition has been
filed in the District Court of Johnson County,
Kansas by Robert Dale Marshall praying for
divorce and you are hereby required to plead
to said petition on or before the 6th day of
January, 1969, in said court at Olathe, Kan-
sas. Should you fail therein, judgment and
decree will be entered in due course upon said
pleading.

Robert Dale Marshall, Plaintiff

John R. Cochran

Cloverleaf 1 Bldg., Suite 101

6811 W. 63rd Street

Overland Park, Kansas, 66202

Phone: 432-4141

Attorney for Plaintiff

48-49-

SHERIFF'S SALE

(First Published in Johnson County Herald
Wednesday, November 5, 1969)
IN THE DISTRICT COURT OF JOHNSON
COUNTY, KANSAS

TOMAHAWK HOMES, INC., a Kansas Corpora-
tion, Plaintiff,

vs.

BRYCE H. KINDRED and KATHLEEN H. KIN-
DRED, husband and wife; COMMERCE SAV-
INGS & LOAN ASSOCIATION, Defendant

Case No. 43,981

NOTICE OF SHERIFF'S SALE

Notice is hereby given that in accordance with
the judgment of the District Court of Johnson
County, Kansas, rendered in the case of Tomahawk
Homes, Inc., a Kansas corporation, plaintiff,
vs. Bryce H. Kindred and Kathleen H. Kindred,
husband and wife; and Commerce Savings & Loan
Association, defendants, being case no. 43,981, I will offer at public sale
and sell at public auction on the 9th day of
December, 1969 at 10:00 o'clock a.m. at the
South front door of the District Court House
in the City of Olathe, Johnson County, Kansas,
the following described real estate, to-wit:

All of Lot 26, Block 2, SYLVAN GROVE

a subdivision of land in Overland Park

Johnson County, Kansas,

to the highest bidder for cash in hand, to satisfy
the judgment in the above entitled cause. Said
sale to be made without appraisal and further
subject to the approval of the above court.

FRED ALLENBRAND, Sheriff

Johnson County, Kansas

ROY S. BENNETT, JR.

Commerce Savings Building

Shawnee, Kansas

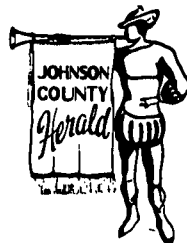
ATTORNEY FOR DEFENDANT AND

CROSS-PETITIONER,

COMMERCE SAVINGS AND LOAN

ASSOCIATION

45-46-47-48-



AFFIDAVIT OF PUBLICATION

State of Kansas, Johnson County, ss:

BOB FISER being first duly sworn,
Deposes and says: That he is the editor of the Johnson County Herald, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Johnson County, Kansas, with a general paid circulation on a weekly basis in Johnson County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly, published at least weekly 50 times a year; has been published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Shawnee Mission, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said

newspaper for 4 consecutive weeks, the first publication thereof being made as aforesaid on the

3rd day of December, 1969, with subsequent publications being made on the following dates:

December 10, 1969

December 17, 1969

December 24, 1969

_____, 19____

_____, 19____

_____, 19____

Bob Fiser

Subscribed and sworn to before me this 24th

day of December, 1969

Glenn M. Calkins
Notary Public for
Johnson County, Kansas

My Commission Expires Aug. 28, 1971
My commission expires: _____

Notary Fee - - - - - \$ _____

Printer's fee - - - - - \$ 120.00

Additional copies - - - - - \$ _____

Total Charge - - - - - \$ _____

IN THE _____ COURT OF

JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

_____, 19____
The within Proof of Publication approved by

**Johnson County Herald—Fully qualified to
publish legal notices**

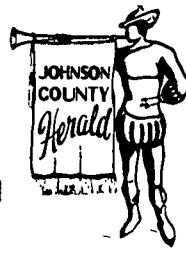
Case No. _____

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION



WESTWOOD

(First Published in Johnson County Herald Wednesday January 14, 1970)

ORDINANCE NO. 78

AN ORDINANCE GRANTING KANSAS CITY POWER & LIGHT COMPANY, ITS GRANTEES, SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO CONSTRUCT AND MAINTAIN ALL WORKS AND PLANTS NECESSARY OR PROPER FOR SUPPLYING CONSUMERS WITH ELECTRIC OR OTHER ENERGY, GRANTING TO SAID COMPANY THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES, PROVIDING FOR COMPENSATION FROM SUCH COMPANY FOR SAID RIGHT AND FRANCHISE, PRESCRIBING THE TERMS OF AND RELATING TO SUCH FRANCHISE AND REPEALING INCONSISTENT ORDINANCES PARTS THEREOF.

WHEREAS, Kansas City Power & Light Company (herein called the Company) is a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, the Company is operating a system for the transmission of electric current between two or more incorporated cities in the State of Kansas and has heretofore build, or proposes to build, its transmission lines into or through the City of Westwood Hills, Kansas; and

WHEREAS, the parties hereto desire that the Company furnish electric energy to consumers in said City;

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

SECTION I. In consideration of the benefits to be derived by the City and the inhabitants thereof from the construction, operation and maintenance of an electric light and power system and the supplying of electric energy to the Public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a franchise and authority to construct, operate and maintain in the City all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of supplying the City and outlying areas with electric or other energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes and to produce and supply such energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all of said purposes it is authorized to (i) construct conduits or other underground facilities for the installation and protection of its underground wire and cables, (ii) place poles, lamp posts, guys, and anchors for its overhead wires, cables and street lights on all streets, alleys, avenues, bridges, parks, parking and other public places or thoroughfares, (iii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, and (iv) enter upon any and all of said public places within the corporate limits of the City as they now exist or may hereafter be opened, widened, extended, laid out and established including any other territory hereafter added thereto or coming under the City's jurisdiction, and to trim trees upon and overhanging such places and make such excavations thereon as may be appropriate for the construction, repair and renewal of the Company's overhead and underground facilities and plants.

SECTION II. Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and direction of the governing body of said City under all necessary permits issued for the work, and shall be made and done in such manner as to give the least inconvenience to the inhabitants of the City and the public generally, and pavements, sidewalks, curbing and excavations shall be replaced and repaired in as good condition as before with all convenient speed, by and at the expense of the Company.

SECTION III. The Company shall at all times during the term of this franchise supply to consumers of electric energy, residing in said City, such electric energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and rules and regulations as filed from time to time with the State Corporation Commission of Kansas. Nothing contained herein shall be construed as a guarantee upon the part of the Company to furnish uninterrupted service, and interruptions due to Acts of God, fire, strikes, civil or military authority, orders of court and other causes reasonably beyond the control of the Company are specifically exempted from the terms of this Section.

ceding May 31 and November 30, respectively, which credit shall be applied against the bills rendered by the Company for street lighting in said City. The term "gross receipts", as applied to the sales of electricity for domestic, commercial, or industrial purposes as used in this section shall not include (1) the electrical energy sold to the United States or the State of Kansas or to any agency or political subdivision thereof, (2) the electrical energy sold for other use which can not be classified as domestic, commercial, or industrial, such as the electrical energy used by public utilities, telephone, telegraph, and radio communication companies, railroads, pipe line companies, educational institutions not operating for profit, churches and charitable institutions and (3) the electrical energy sold for resale.

SECTION VIII. All provisions of this ordinance shall be binding upon and unrevocable to the benefit of the Company, its grantees and its successors and assigns.

SECTION VII. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION IX. This ordinance is made under and in conformity with the laws of the State of Kansas; and shall take effect and be in force as therein provided.

PASSED AND APPROVED this 5th day of January, 1970.

/s/ Paul A. Maclean

ATTEST:
/s/ Ora W. Amberg
City Clerk

2

AFFIDAVIT OF PUBLICATION

State of Kansas, Johnson County, ss:

BOB FISER being first duly sworn,

Deposes and says: That he is the editor of the Johnson County Herald, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Johnson County, Kansas, with a general paid circulation on a weekly basis in Johnson County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly, published at least weekly 50 times a year; has been published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Shawnee Mission, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said

newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the

14th day of January, 1970 with subsequent publications being made on the following dates:

_____, 19____
_____, 19____
_____, 19____
_____, 19____
_____, 19____
_____, 19____

Bob Fiser

Subscribed and sworn to before me this 14th

day of January, 1970.

Helen M. Campbell

Notary Public in and for Johnson County, Kansas

My Commission Expires Aug. 28, 1971

My commission expires: _____

Notary Fee - - - - - \$ _____

Printer's fee - - - - - \$ 27.32

Additional copies - - - - - \$ _____

Total Charge - - - - - \$ _____

IN THE _____ COURT OF

JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

_____, 19____

The within Proof of Publication approved by

[Faint handwritten text]

Case No. _____

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION

Date February 2, 1983

CITY OF WESTWOOD HILLS, KANSAS

STREET LIGHT ORDER

To: Kansas City Power & Light Company

Order No. 1

Drawing No. _____

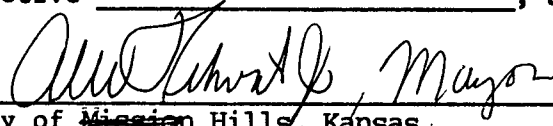
Location 49th St; 49th Terr; 50th Terr; Glendale; State Line

To Be Installed:	Rate Per Lamp Per Year	Total Charges This Order
9 - 7700 lumen mercury vapor street lamps on steel poles and served underground	\$ 164.64	\$ 1,481.76

To Be Removed:	\$	\$
9 - 4000 lumen incandescent street lamps on steel poles and served underground	170.28	1,532.52

Total Rate Per Year \$ 50.76 -

Work on this order shall be authorized and governed by and subject to all of the provisions of Ordinance No. _____, effective _____, and any Amendments thereto.


City of Westwood Hills, Kansas
Approved Feb 7th, 1983

Said order is hereby accepted on behalf of the Kansas City Power & Light Company.

Kansas City Power & Light Company