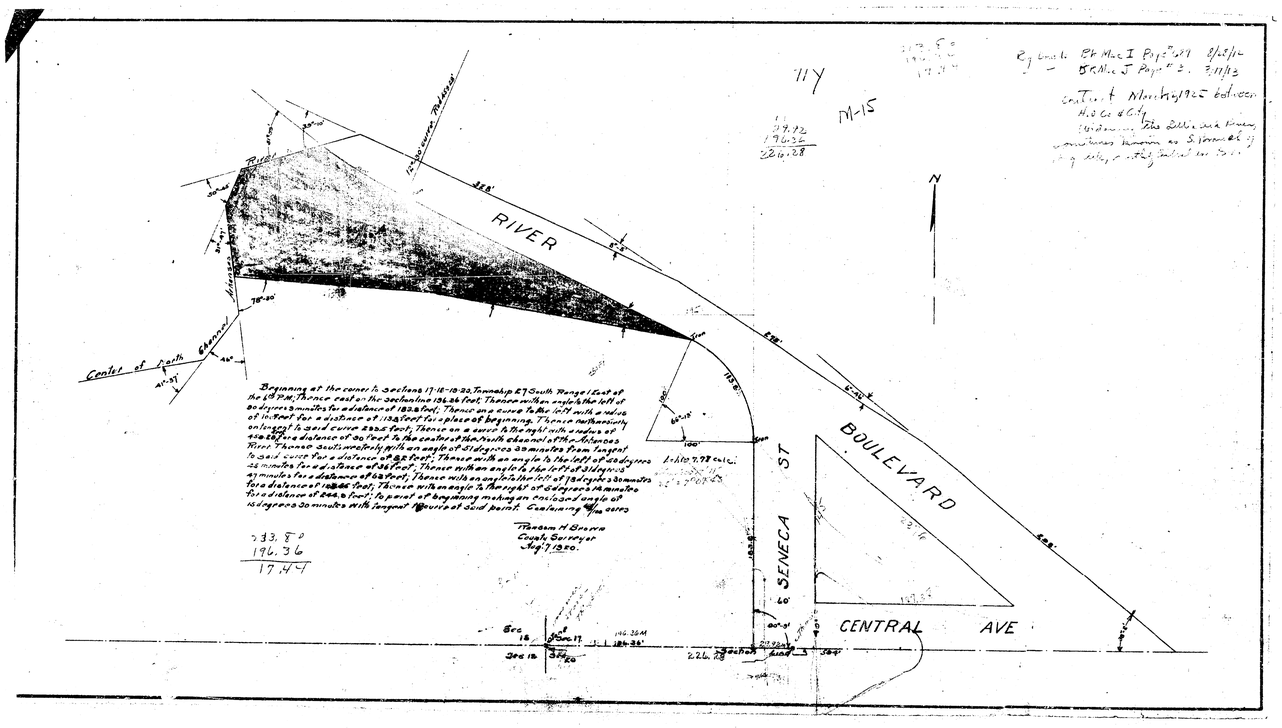
RIVER
BOULEVARD
SENECA ST
CENTRAL AVE
N
Center of North Channel
Mississippi River
Sec. 18
Sec. 19
Sec. 13
Sec. 24
Section line
Beginning at the corner to Sections 17-18-19-20 Township 27 South Range 1 East of the 5th P.M. Thence east on the section line 131.28 feet; Thence with an angle to the left of 90 degrees 0 minutes for a distance of 182.8 feet; Thence on a curve to the left with a radius of 167 feet for a distance of 118.4 feet for a place of beginning. Thence northerly enlarged to said curve 222 feet; Thence on a curve to the right with a radius of 450.28 feet a distance of 90 feet to the center of the North channel of the Arkansas River Thence South westerly with an angle of 51 degrees 20 minutes from tangent to said curve for a distance of 82.8 feet; Thence with an angle to the left of 60 degrees 25 minutes for a distance of 36 feet; Thence with an angle to the left of 41 degrees 47 minutes for a distance of 62 feet; Thence with an angle to the left of 76 degrees 30 minutes for a distance of 188.6 feet; Thence with an angle to the right of 54 degrees 14 minutes for a distance of 244.6 feet; to point of beginning making an included angle of 15 degrees 20 minutes with tangent to curve at said point. Containing 4 acres
Noreen H Brown
County Surveyor
Sep 7 1920.
233.8°
196.36
17.44
Rg book. Bk Misc I Page 521 8/25/14
Bk Misc J Page 2. 3/17/13
Contract March 1925 between H.B. Co & City
Lot 7.72 calc.
146.36M
184.36'
226.28
210.92M
184.4'
N 39°-41'
60°-41'
41°-37'
76°-30'
54°
90°
100'
182.8'
118.4'
222'
450.28'
82.8'
36'
62'
188.6'
244.6'
131.28'
228'
226.28'
6'-30'
4°-47'
11Y
M-15
27.72
19.62
22.6.28

Wichita Water Co.
to
City of Wichita } Lease.

This indenture made this 17th day of March, 1913 between the Wichita Water Company a corp. duly organized and existing under the and by virtue of the laws of the State of Delaware party of 1st part, and the City of W., a municipal corp. of the State of Kan., party of second part;

Witnesseth. That party of first part in consideration of the covenants hereinafter expressed does hereby let and lease to said party of the second part, all that portion of the island known as Waterworks Island in the City of W., Sedg. Co., Kan. lying east of Seneca street & bounded for public park purposes and that this lease shall continue from year to year until such time as the party of the first part or its successors or assigns shall close & use said island for waterworks purposes in supplying water to the City of W. and its inhabitants, and that thereupon this lease shall cease and determine.

It is further agreed between the parties hereto that no buildings are to be erected upon said land and no structures or permits permitted thereon of the nature of merry-go-rounds, world's fair shows, breweries, or anything that might endanger the purity of the water supply or the construction of said water supply, except, and provided, further, that party of second part may erect such buildings or fixtures as may seem fit upon the portion of said property described as belonging to Sec. 3 the intersection of the center line of Seneca street with the beginning at center line of Central Avenue; th. E. along the said center line of Central Ave. 330' to an iron. This sec. the part commencing th. at an angle of 47° 19' to the right 920 a distance of 426' to an iron post; th. to the right at an angle of 42° 32', being opposite with the iron at, above distance of 38½', more or less, to the left on the bank of the south branch of the Big Arkansas River; th. in an easterly direction along the meandering of said river to where it intersects the center line of the M. Fork of the Big Arkansas River, or what is commonly known as the Little Arkansas River; thence northerly and west on said center line of said river to where the said center line intersects the center line of Central Avenue; th. W. along the center line of said Central Avenue to the point of commencing; and provided, further, that party of second part may maintain such bridges and roadways over and upon said property as may be necessary for the proper use thereof. Said land being shown on a blue print of a map hereto attached.

It is further provided and agreed that first party reserves all rights in the property so leased, for the maintenance of water, supply and gas lines, and all rights necessary for the development and maintenance of a water supply and water works system, with all appurtenances thereto.

It is further agreed and provided that upon the termination of this lease, all improvements to the property herein described and leased, shall become the property of the first party, ~~the company~~, its successors and assigns, and the City shall not be entitled to any compensation therefor and that all the expenses of improvements making on said leased property including all improvements and operation of the river bank, etc. of said island and the payment of taxes, assessments and other charges during the continuance of said lease, shall be borne and paid by the City, except and provided that the bridges or fixtures that may be placed upon the portion of said leased property last herein described as belonging to Sec. 3 shall not become a part of said property, nor the property of said first party, its successors or assigns, and the following shall be paid by the second party shall be borne by the party of the second part.

It is further agreed and stipulated between parties hereto that on the part of party of second part shall erect a bridge upon said property requiring removal, that said second party shall divert such property or such portion thereof as may require sewage in a proper and workmanlike manner and shall establish the same outlet down the river from the lower end of said Waterworks Island or connect with City sewerage system, and shall take such other and further precautions as may be necessary to prevent any sewage from said property from depositing, harboring or damaging the source of the water supply of said party of the first part.

It is further agreed that second party shall have the right to make all improvements on said property described as belonging to Sec. 3 the intersection of the center line of Seneca street with the beginning at center line of Central Avenue; th. E. along the said center line of Central Ave. 330' to an iron. This sec. the part commencing th. at an angle of 47° 19' to the right 920 a distance of 426' to an iron post; th. to the right at an angle of 42° 32', being opposite with the iron at, above distance of 38½', more or less, to the left on the bank of the south branch of the Big Arkansas River; th. in an easterly direction along the meandering of said river to where it intersects the center line of the M. Fork of the Big Arkansas River, or what is commonly known as the Little Arkansas River; thence northerly and west on said center line of said river to where the said center line intersects the center line of Central Avenue; th. W. along the center line of said Central Avenue to the point of commencing; and provided, further, that party of second part may maintain such bridges and roadways over and upon said property as may be necessary for the proper use thereof. Said land being shown on a blue print of a map hereto attached.

It is further provided and agreed that first party reserves all rights in the property so leased, for the maintenance of water, supply and gas lines, and all rights necessary for the development and maintenance of a water supply and water works system, with all appurtenances thereto.

It is further agreed and provided that upon the termination of this lease, all improvements to the property herein described and leased, shall

revert to said property of the second part, its successors and assigns, and the City shall not be entitled to any compensation therefor and that all the expenses of improvements making on said leased property including all improvements and operation of the river bank, etc. of said island and the payment of taxes, assessments and other charges during the continuance of said lease, shall be borne and paid by the City, except and provided that the bridges or fixtures that may be placed upon the portion of said leased property last herein described as belonging to Sec. 3 shall not become a part of said property, nor the property of said first party, its successors or assigns, and the following shall be paid by the party of second part shall be borne by the party of the second part.

It is further agreed and stipulated between parties hereto that on the part of party of second part shall erect a bridge or bridges