11Y

M-15

Beginning at the corner to sections 17-18-19-20 Township 27 South Range 1 East of the M.D.M. Thence east on the Section line 131.28 feet; Thence with an angle to the left of 90 degrees 3 minutes for a distance of 182.8 feet; Thence on a curve to the left with a radius of 116 feet for a distance of 118 feet for a place of beginning. Thence northeasterly on tangent to said curve 282.2 feet; Thence on a curve to the right with a radius of 458.28 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 33 minutes from tangent to said curve for a distance of 82.8 feet; Thence with an angle to the left of 90 degrees 25 minutes for a distance of 36 feet; Thence with an angle to the left of 51 degrees 27 minutes for a distance of 62 feet; Thence with an angle to the left of 78 degrees 30 minutes for a distance of 118.6 feet; Thence with an angle to the right of 54 degrees 14 minutes for a distance of 240.6 feet; to point of beginning making an included angle of 153 degrees 30 minutes with tangent to curve at said point. Containing 1.44 acres

Thomas H. Brown
County Surveyor
Sept 7 1920.

193.8°
196.36
17.44

RIVER

BOULEVARD

SENECA ST

CENTRAL AVE

Center of North Channel

N

Reg Book Bk Misc I Page 221 8/25/14
Bk Misc J Page 2. 3/11/13

Contract Nov 14 1925 between H.O Co & City
Widening Pike 2 Miles and known sometimes known as S Arkansas Ry Valley or Old Pueblo Rd

C. W. Wichita Water Co. }
City of Wichita. } Lease.

This agreement 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 C. 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 C. of W., Sedg. Co, Kan. Lying east of Seneca Street & deeded for public park purposes and that the lease shall continue from year to year until such time as the party of the first part or its successors or assigns shall cease to use said island for waterworks purposes in supplying water to the C. 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 bank and no excavations made thereon except the natural flow of sewage, ground, field-tile sewers, breweries, or anything that might endanger the quality 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 fence lines as party of first part may deem necessary for the protection of said water supply.

It is further agreed that second party shall have the right to make all improvements on said island necessary for the protection of the water supply of said party of the first part.

It is further agreed that second party shall erect & fully or keep upon said property in good condition, that said second party shall discharge said property of such portion thereof as may require sewerage in a proper and workmanlike manner and shall so direct the same outlet down the sewerage 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 sewerage from said property from depositing, staining 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 following to-wit:- 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. Thence the said point commencing th at an angle of 47° 19' to the right for a distance of 425' to an iron post; th to the right at an angle of 42° 32', being parallel with Seneca St, a distance of 385', more or less, to the right or N. bank of the N. Fork of the Big Ark river; th in an Easterly direction along the meanderings of said river to point at intersection of the center line of the N. Fork of the Big Ark River, or what is commonly known as the Little Ark River; th in a westerly direction on said center line of said river to intersect the said center line extended of the center line of Seneca Street; th N. along the center line of said Seneca Street to point of commencing; and 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 or 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 sewer 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 this 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 made upon said leased property by enclosing the improvements and operation of the sewer system, &c. of said island and the payment of taxes, assessments and other charges during the continuance of said lease, shall be and become and be paid by the City, except and provided that the fencing or inclosing that may be erected upon said leased property, its successors or assigns, and the City upon termination of second part shall not become a part of said property, but the property of said first party, its successors or assigns, and the City upon termination of second part shall sell and deliver the property to the party of the first part.

It is further agreed and stipulated between parties hereto that on the part of party of second part shall erect & fully or keep upon said property improvements, that said second party shall discharge said property of such portion thereof as may require sewerage in a proper and workmanlike manner and shall so direct the same outlet down the sewerage 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 sewerage from said property from depositing staining 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 following to-wit:- 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. Thence the said point commencing th at an angle of 47° 19' to the right for a distance of 425' to an iron post; th to the right at an angle of 42° 32', being parallel with Seneca St, a distance of 385', more or less, to the right or N. bank of the N. Fork of the Big Ark river; th in an Easterly direction along the meanderings of said river to point at intersection of the center line of the N. Fork of the Big Ark River, or what is commonly known as the Little Ark River; th in a westerly direction on said center line of said river to intersect the said center line extended of the center line of Seneca Street; th N. along the center line of said Seneca Street to point of commencing; and 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 or 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 sewer 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 this 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 made upon said leased property by enclosing the improvements and operation of the sewer system, &c. of said island and the payment of taxes, assessments and other charges during the continuance of said lease, shall be and become and be paid by the City, except and provided that the fencing or inclosing that may be erected upon said leased property, its successors or assigns, and the City upon termination of second part shall not become a part of said property, but the property of said first party, its successors or assigns, and the City upon termination of second part shall sell and deliver the property to the party of the first part.

It is further agreed and stipulated between parties hereto that on the part of party of second part shall erect & fully or keep upon said property improvements, that said second party shall discharge said property of such portion thereof as may require sewerage in a proper and workmanlike manner and shall so direct the same outlet down the sewerage 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 sewerage from said property from depositing staining or damaging the source of the water supply of said party of the first part.

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It is further provided and agreed that first party reserves all rights in the property so leased, for the maintenance of water supply and sewer 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 this termination of this lease, all improvements to the property herein described and leased, shall

leased account said property of the party of land therein described, for taxes, assessments and all such sums as may be levied against the abutting property for the maintenance, repair and removal of the sewerage system upon the strips of land described in contract dated July 11, 1910 between Wichita Water Co. & C. of W.

Attest: C. A. Adams, Secretary. Wichita Water Co
Chas. L. Hoffmaster
Pres.

City Clerk
Approved: W. L. Mitchell, Mayor

Attest: Wm. Wallace, City Clerk

