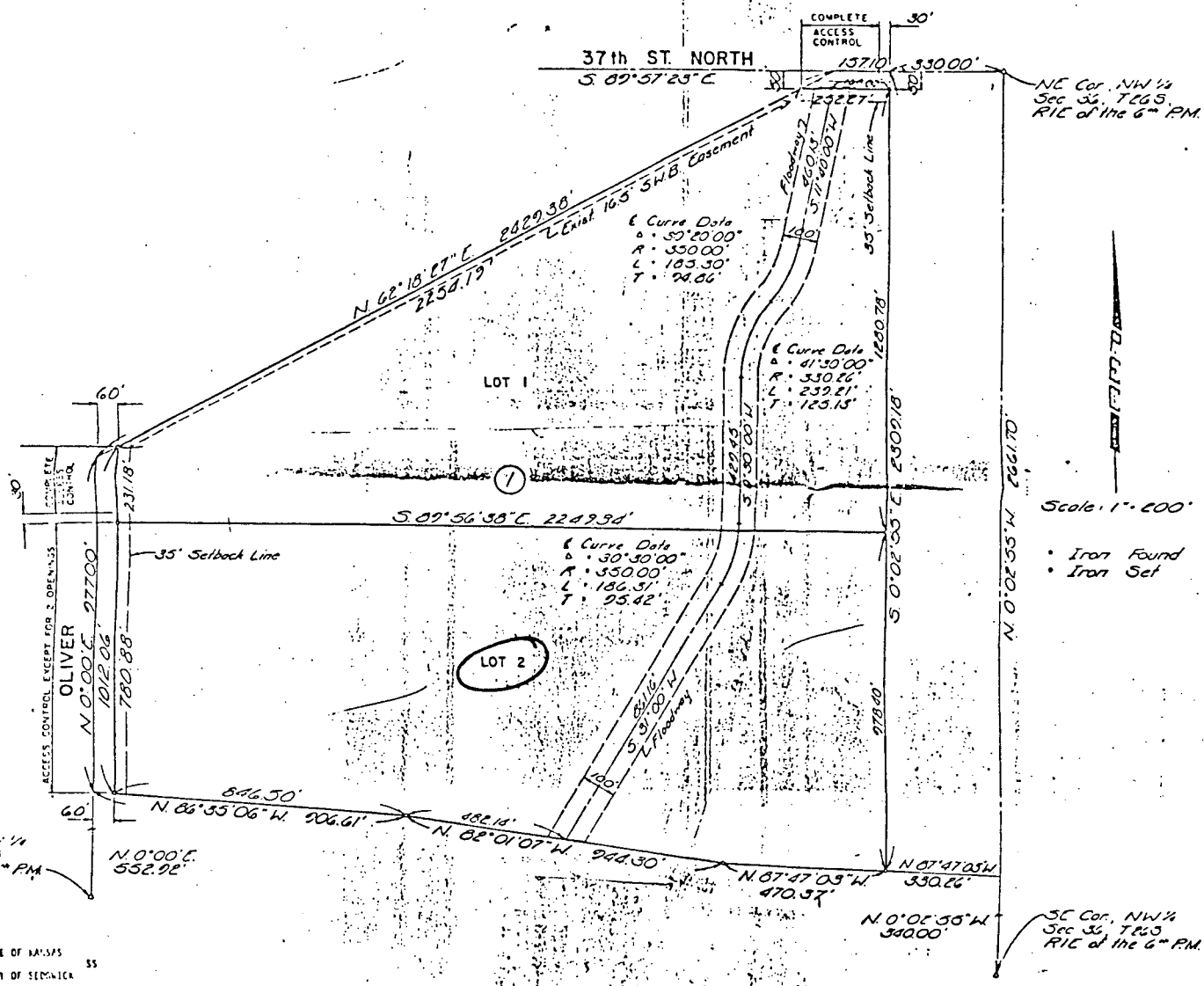


NORTH OLIVER INDUSTRIAL PARK ADDITION

SEDGWICK COUNTY, KANSAS



NE Cor. NW 1/4
Sec 36, T26S,
R1E of the 6th PM.

Scale: 1" = 200'

- Iron Found
- Iron Set

STATE OF KANSAS
COUNTY OF SEDGWICK

I, CHARLES M. JEFFRIES, A REGISTERED LAND SURVEYOR IN AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT, ON THIS 25th DAY OF March, 1977, I HAVE SURVEYED AND PLATTED NORTH OLIVER INDUSTRIAL PARK ADDITION TO SEDGWICK COUNTY, KANSAS, INTO A BLOCK, LOTS AND STREETS, THE SAME TO BE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 26 SOUTH, RANGE 1 EAST OF THE 6TH P.M.; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER BEARING N. 89° 57' 23" W. A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER BEARING S. 0° 02' 55" E. A DISTANCE OF 1330.78 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER BEARING N. 89° 56' 38" E. A DISTANCE OF 2369.34 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER BEARING N. 0° 00' 0" E. A DISTANCE OF 199.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE MISSOURI-PACIFIC RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE BEARING N. 62° 18' 27" E. A DISTANCE OF 2429.38 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER, 157.10 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH SECTION LINE BEARING S. 89° 57' 23" E. A DISTANCE OF 157.10 FEET TO THE POINT OF BEGINNING. PLATTED AS LOT 1, BLOCK 1.

AND BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 1 EAST OF THE 6TH P.M.; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER BEARING N. 89° 57' 23" W. A DISTANCE OF 330.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER BEARING S. 0° 02' 55" E. A DISTANCE OF 1330.78 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING IN THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE CONTINUING SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER BEARING S. 0° 02' 55" E. A DISTANCE OF 978.40 FEET; THENCE WEST BEARING N. 87° 47' 09" E. A DISTANCE OF 470.57 FEET; THENCE WEST BEARING N. 80° 01' 07" W. A DISTANCE OF 944.30 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING 552.92 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER BEARING N. 0° 00' 0" E. A DISTANCE OF 777.36 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF BEARING S. 89° 56' 38" E. A DISTANCE OF 2309.34 FEET TO THE POINT OF BEGINNING. PLATTED AS LOT 2, BLOCK 1.

Charles M. Jeffries
CHARLES M. JEFFRIES
REG. NO. 555

THIS PLAT APPROVED AND ALL DEDICATIONS SHOWN HEREON ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THIS 31st DAY OF May, 1977.

Tom Scott CHAIRMAN
John Hale COMMISSIONER

ATTEST
Everett Patrick COMMISSIONER
Secretary White COUNTY CLERK

ENTERED ON TRANSFER RECORD THIS 31 DAY OF May, 1977.

Secretary White COUNTY CLERK

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, WICHITA, KANSAS.

DATED THIS 6th DAY OF January, 1977.

William J. Gessell CHAIRMAN
Robert A. Lath SECRETARY

THIS PLAT APPROVED AND ALL DEDICATIONS SHOWN HEREON ARE ACCEPTED BY THE CITY COMMISSION OF THE CITY OF WICHITA, KANSAS, THIS 16 DAY OF May, 1977.

Carl L. Baker VICE MAYOR
Donald C. Gistek CITY CLERK

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT 4:00 P.M. ON THE 31st DAY OF May, 1977.

Bette F. McCarty REGISTER OF DEEDS
Pat Kettler DEPUTY

AND ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS ABOVE SET FORTH IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO A BLOCK, LOTS AND STREETS, THE SAME TO BE KNOWN AS NORTH OLIVER INDUSTRIAL PARK ADDITION TO SEDGWICK COUNTY, KANSAS. THE FLOODING SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY IN THE SUBDIVISION UNTIL SUCH TIME AS THE GOVERNING BODY EXPRESSING JURISDICTION ELECTS TO ASSUME THE RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF THE DRAINAGE. PROVIDED FURTHER THAT NO BUILDING SHALL BE CONSTRUCTED ON OR NEAR SAID PROPERTY, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL OR OTHER WORK BE DONE WITHOUT THE PERMISSION OF THE WICHITA-VALLEY CENTER FLOOD CONTROL DISTRICT OF THEIR SUCCESSORS OF OFFICE. THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

Louis A. Casado LUIS A. CASADO
Vera J. Casado VERA J. CASADO

MAR ARTHUR BEACH PROPERTIES
E. D. Ritchie E. D. RITCHIE
W. F. Bixler W. F. BIXLER

STATE OF KANSAS }
COUNTY OF SEDGWICK } 55

BE IT REMEMBERED THAT ON THIS 7th DAY OF April, 1977, BEFORE ME, A NOTARY PUBLIC IN AFORESAID STATE AND COUNTY, CAME JESSE L. GRAHAM, LUIS A. CASADO, VERA J. CASADO AND OTHER PROPERTY OWNERS BY J. P. RITCHIE, H. D. RITCHIE, E. D. RITCHIE AND W. F. BIXLER, TO ME TO BE PUBLICLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING FOR THE ABOVE AND FOR THE SAID COUNTY, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

Notary Public
NOTARY PUBLIC

331333

CORPORATION WARRANTY DEED

FILM 386 PAGE 35

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
4:30 P.M.

MAY 22 1979

NO. 4 40520
BETTE F. McCART
REGISTER OF DEEDS

This space reserved for Register of Deeds

*Fat Kettleb
Bogarty*

THIS INDENTURE, made this 17th day of May, A.D., 1979,

between

GREAT PLAINS INDUSTRIES, INC.

(a corporation duly organized under the laws of the State of Kansas acting by its President, being thereunto duly authorized) in the County of Sedgwick and State of Kansas of the first part, and

BEL AIRE IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS

of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of \$10.00 and Other Valuable Considerations-----

to it duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant and convey to the said party of the second part, its successors, heirs and assigns, all the following described REAL ESTATE situated in the County of Sedgwick and State of Kansas, to-wit:

The East 1404.34 feet of Lot 2, Block 1, NORTH OLIVER INDUSTRIAL PARK, Sedgwick County, Kansas, together with a 41 foot easement, more or less, across the remainder of said Lot 2 for the purpose of ingress and egress to and from Oliver Street

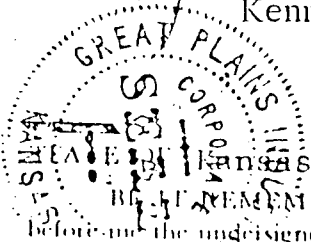
TO HAVE AND TO HOLD THE SAME, together with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances: subject to floodway, building setback line and access control to Oliver,

and that it will WARRANT AND DEFEND the same in the quiet and peaceable possession of the said party of the second part, its successors, heirs and assigns, forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and company seal (by its President) the day and year last above written.

Attest: *Kenneth W. Rix*
Kenneth W. Rix Secretary.

GREAT PLAINS INDUSTRIES, INC.
By *C. D. Peer*
C. D. Peer President.



BEFORE ME, the undersigned, a Notary Public in and for the County and State of Kansas BUTLER COUNTY, ss. C. D. Peer President of Great Plains Industries, Inc. on this 17th day of May, A.D., 1979.

to me and known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, and on behalf, and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year first above written.

My commission expires Jan. 22, 1983
Carole A. Gilbert
Carole A. Gilbert Notary Public.

779 11 100 77 500

Approved by Board of Commissioners

JAN 29 1980

YAH

EASEMENT

THIS EASEMENT made this 18th day of January, 1980.

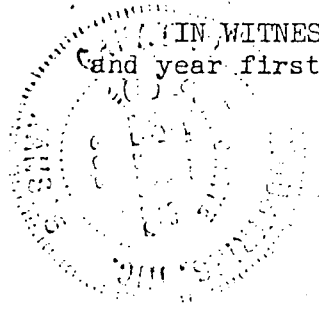
by and between Great Plains Industries, Inc.

of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing water pipes and a water system according to the plans and specifications now on file in the office of the Director of Water of the City of Wichita, Kansas, over, along and under the following described real estate situated in Sedgwick, County, Kansas, to wit: A 15-foot wide easement, 7 1/2 foot either side of a line described as follows: Beginning at a point on the West line and 372 feet South of the Northwest corner of Lot 2, North Oliver Industrial Park Addition to Sedgwick County, Kansas; thence East parallel with the North line of said Lot 2 a distance of 760-feet; thence Northeasterly with a deflection of 45° to the left a distance of 30 feet; thence East with a deflection of 45° to the right a distance of 55 feet; thence South parallel with the West line of said Lot 2 a distance of 205 feet; thence East parallel with the North line of said Lot 2 a distance of 260 feet to the East end of said easement.

This easement does not include a right-of-way over land occupied by a permanent structure and said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining and repairing such water pipes and water system.

IN WITNESS WHEREOF: The said first party has signed these presents the days and year first written.



STATE OF KANSAS
SEDGWICK COUNTY } 53
FILED FOR RECORD AT
FEB 11 1980

Lawrence W. Dean
LAWRENCE W. DEAN
Great Plains Industries, Inc.

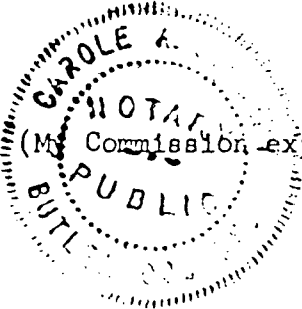
STATE OF KANSAS)
SEDGWICK COUNTY) SS

NO. 4 77601
BETTE F. MCCART
REGISTER OF DEEDS

Personally appeared before me a notary public in and for the County and State aforesaid Lawrence W. Dean

to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 18th day of January, 1980.



Carole A. Gilbert
Carole A. Gilbert
Notary Public
CAROLE A. GILBERT

City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
..... 3.9.80

FILM 411 601

MAR 13 1980

NO. 4 81535

BETTE F. MCCART
REGISTER OF DEEDS

Amelia Street
Deputy

DEDICATION OF EASEMENT

The undersigned hereby dedicate to and for the use of the public an easement for the construction and maintenance of public utilities to be located on the following property, to wit:

Lot 2, North Oliver Industrial Park Addition to Sedgwick County, Kansas,

said easement being specifically described as follows, to wit:

A 40-foot wide easement along the left side of a line described as beginning at a point on the West line and 435 feet South of the Northwest corner of Lot 2 of the North Oliver Industrial Park Addition to Sedgwick County, Kansas; thence East parallel with the North line of said Lot 2 a distance of 775 feet to a point; thence South parallel with the West line of said Lot 2 a distance of 190 feet to a point; thence East parallel with the North line of said Lot 2 a distance of 300 feet to a point; thence North parallel with the West line of said Lot 2 a distance of 70 feet to a point which is the North end of said easement.

Dated this 12th day of March, 1980.

GREAT PLAINS INDUSTRIES, INC.

By: C. D. Peer
C. D. Peer, President

BEL AIRE IMPROVEMENT DISTRICT OF
SEDGWICK COUNTY, KANSAS

By: Beverly K. Dunning
Beverly K. Dunning, President

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 12th day of March, 1980, by C. D. Peer, President of Great Plains Industries, Inc.

Carole A. Gilbert
Notary Public
Carole A. Gilbert

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 11th day of February, 1980, by Beverly K. Dunning, President of Bel Aire Improvement District of Sedgwick County, Kansas.

Deborah D. Kinzie
Notary Public

DEBORAH D. KINZIE
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appl. Exp. 02/11/84

Great Plains Industries Inc

ATTN: LARRY DEAN

URBAN EASEMENT GRANT

NW 1/4, S 36, T 26 S, R 1 E

FILM 427 PAGE 1070

The undersigned as grantor(s) do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, the right to construct, operate, maintain, repair, rebuild, alter and remove

overhead electric distribution

and such appurtenances as are necessary to it, with the rights of ingress and egress to and from same on a tract of land in

NW 1/4 Sec. 36; Twp. 26 South, Range 1 E Sedgwick County, Kansas, as follows:

The north 10 feet of Lot 2, North Oliver Industrial Park, all being in the Northwest 1/4, Section 36, Township 26 South, Range 1 East

NORTH OLIVER

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 P.M.

JUL 16 1980

4 96151

NO. BETTE F. McCART REGISTER OF DEEDS

Lat Rittler Deputy

Grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purpose hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any damages which may be caused to existing vegetation, fences and surface or underground improvements, caused by the construction, operation, maintenance, repair, rebuilding, altering or removal of the above stated equipment or its appurtenances.

Grantor(s) agree that they will not locate or permit to be located any trees, shrubbery or vines under or near enough to said line to endanger same. Grantor(s) further agree that in the event that any such trees, shrubbery or vine does become so located, the grantee may trim or remove them at its discretion. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

GREAT PLAINS INDUSTRIES, INC.

Dated this 18th day of Feb. 19 80.

ATTEST:

Lyde E. Koontz, Vice-President

Kenneth W. Rix V.P.
Kenneth W. Rix, Vice-President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 18th day of February, 19 80 by Kenneth W. Rix, Vice-President of GREAT PLAINS INDUSTRIES, INC. a Kansas corporation, on behalf of the corporation.

Carole A. Gilbert
Notary Public
Carole A. Gilbert

My commission expires: January 22, 1983

5.00 Robert L. Blaine, K&E
Box 208 67201

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

FILE # 427 AGE 1291

A. H. Velghe, Jr., of lawful age, states that he is

Estimator of Kansas Gas and Electric Company; that pursuant to
(Title)

the provisions of the original contract to supply electric service to the property
legally described as:

Northwest 1/4, Section 36, Township 26 South, Range 1 East
Lot 2, North Oliver Industrial Park
Commonly known as 3610 North Oliver

in Sedgwick County, Kansas,

Kansas Gas and Electric Company acquired the necessary right-of-way easement to
provide such service to said property; that the electric lines were installed under-
ground; and that by agreement locating the lines the right-of-way easements used for
such purposes consists of:

A 10 foot strip 5 feet left and right of a line beginning approxi-
mately 1088 feet east and 10 feet south of the northwest corner of said
Lot 2, thence south approximately 380 feet.

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
S...D...M

JUL 17 1980

4 96277

NO.
BETTE F. McCART
REGISTER OF DEEDS

*Sat Kettler
Deputy*

Further, affiant saith not.

A. H. Velghe, Jr.
Signed A. H. Velghe, Jr., Estimator

Subscribed and sworn to before me a notary public in and for said County and
State, this 15th day of July 19 80.

A. Ruth Farmer
Notary Public A. Ruth Farmer
A. RUTH FARMER
NOTARY PUBLIC
Sedgwick County, Kansas

My commission expires October 16, 1983

5.00

Notary Public

567 134

Sedgwick County, Kansas

RIGHT OF WAY AGREEMENT

WHEREAS the Board of County Commissioners of Sedgwick County, Kansas, Part of the First Part, to widen, improve and change location of said highway in NW Section 36, T. 26-S., R. 1-E. and said widening, improving and change of location requires new and additional right of way in the above section, township and range as follows:

The east 50 feet of the west 50 feet of the S. NW Sec. 36, T. 26-S., R. 1-E, except the north 169.75 feet, containing 0.53 Acre,

AND

The east 10 feet of the west 50 feet of the north 169.75 feet of the S. NW Sec. 36, T. 26-S., R. 1-E, containing 0.04 Acre for a total of 0.57 Acre.

AND WHEREAS Jesse L. Graham and Lair A. Casado, 1403 Harding, Wichita, Ks. Party of the Second Part is the rightful owner of or legal agent for the above property.

THE PARTIES HERETO AGREE as follows: That the party of the second part for himself, his heirs, executors, administrators and assigns for the consideration of One Hundred Seventy-two Dollars Fourteen Cents (\$172.14) and other valuable considerations as follows:

Have and reserve: Move gate.

STATE OF KANSAS
SEDEWICK COUNTY
FILED FOR RECORD AT
10 30
OCT 27 1965
22763
RUFUS E. DEERING
REGISTERED CLERK
J.P. Miller

One dollar (\$1.00) of the above amount being in hand paid and receipt therefor being hereby acknowledged the remainder to be allowed at the next regular meeting of Board of County Commissioners when claim is presented as required by law in similar cases do hereby grant, sell and convey to the party of the first part a permanent and perpetual right of way on and an easement to, in and on the real property above described for public road and highway purposes with right and privilege in the party of the first part to grade, excavate, fill, drain and/or improve as the party of the first part may order and direct.

THEREFORE, It is agreed and understood that the above amount of money together with the valuable concessions tendered by the party of the first part shall be in full compensation for actual land taken and all damage done to the property of the party of the second part.

IN WITNESS WHEREOF, the parties have signed their names, this _____ day of _____ 1965.

[Handwritten signatures and names]
PARTY OF THE FIRST PART
PARTY OF THE SECOND PART

67

KANSAS FORM OF ACKNOWLEDGMENT

STATE OF KANSAS
County of Sedgwick

BE IT REMEMBERED That on this 14th day of July in the year of our Lord one thousand nine hundred and sixty-five (65) before me, a Notary Public in and for said county and state, came Jesse L. Graham and Luis A. Casado to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same. Witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires February 13, 1968
HOWARD C. LASWELL, Notary Public

Right of Way Agreement

FROM
Jesse L. Graham
Luis A. Casado

TO
SEDWICK COUNTY, KANSAS

Date: 14th July 1965
Signed in S. H.
Section 36 Township 24 S Range - 1 E

This instrument was filed for record on the

day of

at

at

Register of Deeds

and remain in full force and effect until such time as the mortgage(s) hereinafore described shall have been released of record and the Lease-Owner notified thereof, or until said Assignee shall notify the Lease-Owner that said sums may be paid to the Lender, at which time this agreement shall terminate and be of no further force and effect whatsoever; if, however, any payment is made to the Assignee by the Lease-Owner within thirty (30) days after the termination of this agreement, any such payment shall be considered as a deposit with the Assignee to be forthwith remitted without interest to the party or parties as the Lease-Owner in writing may direct.

WITNES the signature of the Owner this 17th day of September, 1943.
 Pearl E. Widner

STATE OF KANSAS

before me, a Notary Public in and for said County and State, on this the 17th day of September, 1943, personally appeared Pearl E. Widner, a widow, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In Witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Lilian W. Thurman,
 Notary Public

(NOTARIAL SEAL)

My Commission Expires: June 22, 1944.
Title (For Subordination Agreement See Misc Book 168 at Page 641)

FILED FOR RECORD OCT. 9, 1943 AT 5:05 P.M.

ARCH E. McVICAR, REGISTER OF DEEDS

---RIM---

BENNETT V. MILLER ET UX
 TO
 KANSAS GAS AND ELECTRIC COMPANY

RIGHT OF WAY EASEMENT

3P
 2L

The undersigned do(es) hereby grant and convey to Kansas Gas and Electric Company, a corporation, its successors and assigns, the Right-of-way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Sedgewick County, State of Kansas, to wit:

M I U U I

MISCELLANEOUS RECORD 168

The West forty two (42) feet of NW¹; Sec. 36, Twp. 26S, R1E exclusive of road right-of-way. An additional easement is granted herewith for two guys and anchors, one of which is located at the North line of the C.R.I.&P. R.R. right-of-way. The second to be located along an existing fence which is approximately six hundred and sixty five (665) feet North of the South line of said property,

with the right of ingress and egress to and from the same. The said grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, and by its acceptance hereof and entry upon the premises for the same, hereby agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons; one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Everett V. Miller
Ruth Miller

STATE OF KANSAS.)
Sedgwick County) ss

I hereby certify that on this 29th day of July, A.D. 1943, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Everett V. Miller and Ruth Miller, his wife, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

(NOTARIAL SEAL)

Roger F. Huffine
Notary Public

NOTARY PUBLIC
My commission expires April 3, 1945.

FILED FOR RECORD OCT. 9, 1943 AT 9:45 A.M.

ARCH E. McVICAR, REGISTER OF DEEDS

By, R. R. McCafferty, DEPUTY

---ELV---

DRAINAGE EASEMENT

THIS EASEMENT made this 28th day of January, 1982.

by and Between The Board of Park Commissioners of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party y, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system over, along and under the following described real estate situated in Sedgwick County, Kansas; to wit:

A strip of land 20 feet in width being 10 feet either side of the following described line commencing at the S.W. Corner of the NE $\frac{1}{4}$ of Sec. 36, Twp. 26, R-1-E; thence north along the west line of said NE $\frac{1}{4}$, 11 feet for a place of beginning of said 20 foot strip of land; thence southeasterly with a deflection angle to the right of 135°25'30" a distance of 218.7 feet.

Said drainage system is to be limited to and consist of a 30" C.M.P. buried pipeline, which will carry outflow from a detention basin to be located on adjacent private property with maximum outflow of 40 cfs during 100 year 6 hour storm after development. The outflow structure shall conform to the natural conditions of the area. The construction plans and specifications shall be submitted to the Board of Park Commissioners prior to construction for the Board's review and approval of the plans and specifications so as to conform with requirements set forth herein.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage system.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

ATTEST:

Alfred F. Angulo

Alfred F. Angulo, President
Board of Park Commissioners of the
City of Wichita, Kansas

Lucille Brierly

Lucille Brierly, Park Board Clerk

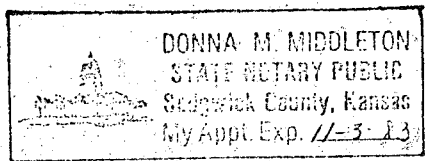
STATE OF KANSAS) SS
SEDGWICK COUNTY)

Personally appeared before me, a notary public, in and for the County and State aforesaid Alfred F. Angulo, President of the Board of Park Commissioners to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 28th day of January, 1982.

Donna M. Middleton
Notary Public

My Commission Expires November 3, 1983



MAINTENANCE COVENANT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Reserve A, in Block 2, Great Plains Business Park Addition, Wichita, Sedgwick County, Kansas, has been reserved for the construction and maintenance of a storm water retention facility, said reservation existing in favor of the City of Wichita, and

WHEREAS, as a condition of approving the plat of Great Plains Business Park Addition, the City of Wichita has requested that provision be made for the upkeep, care and maintenance of the storm water retention facility to be located on said Reserve A;

NOW THEREFORE, in consideration of the premises, and for other valuable considerations, the receipt of which is herewith acknowledged, Great Plains Industries, Inc., hereby covenants with the City of Wichita as follows:

1. Great Plains Industries, Inc., herewith assumes full responsibility for the upkeep, care and maintenance of the retention pond located upon Reserve A, Block 2, Great Plains Business Park Addition, Wichita, Sedgwick County, Kansas. Such obligation for upkeep, care and maintenance shall include, but not be limited to, keeping the banks and any ditches and swales mowed and free from debris, as well as any other upkeep, care and maintenance required in order to maintain the retention pond in a first class condition.
2. In the event that Great Plains Industries, Inc., should fail to fulfill its obligation hereunder, the City of Wichita may serve written notice upon Great Plains Industries, Inc., setting forth the manner in which it has failed to fulfill its obligation. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant thirty (30) days within which said obligation must be fulfilled. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within said addition, and to prevent the storm water retention pond from becoming a nuisance, may enter thereon and perform the obligations listed in the notice. All costs incurred by the City of Wichita in carrying out the obligations of Great Plains Industries, Inc., shall be assessed equally among Lots 12, 13, 14, 15, 21 and Reserve A, in Block 2, Great Plains Business Park Addition, Wichita, Sedgwick County, Kansas, and may be established as liens thereon in the same manner as special assessments. Should Great Plains Industries, Inc., upon receipt of said notice, feel that the obligations listed therein are not proper for any reason, they may, within thirty (30) days from the date of said notice, apply for a hearing before the Board of City Commissioners of the City of Wichita to appeal said notice and any further proceedings under the notice shall be delayed pending the outcome of any proceedings on appeal.
3. In the event storm sewers or other means of handling storm water runoff are provided in said area, and the City of Wichita shall release the use restriction existing in its favor as to said Reserve A, this maintenance covenant shall become null and void.
4. This covenant shall be binding upon the successors and assigns of Great Plains Industries, Inc.

Executed this 12th day of April, 1982.

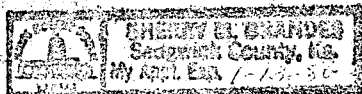
GREAT PLAINS INDUSTRIES, INC.

By: Kenneth W. Rix

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was executed before me this 12th day of April, 1982, by Kenneth W. Rix, Vice President of Great Plains Industries, Inc., for and on behalf of and as the act and deed of said corporation.

Mary M. Mandel
Notary Public



CONSENT

The undersigned, owners of the legal title to Lots 12, 13, 14, 15, 21 and Reserve A, Block 2, Great Plains Business Park Addition, Wichita, Sedgwick County, Kansas, do hereby consent to the above Maintenance Covenant and agree that any unpaid assessments shall constitute liens against the property specified therein.

CITY OF BEL AIRE, KANSAS

By: William E. Brookhauser
William E. Brookhauser, Mayor

ATTEST:

Carol Conine
Carol Conine, City Clerk

Jesse L. Graham
Jesse L. Graham

Luis A. Casado
Luis A. Casado

TEMPORARY CUL-DE-SAC

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the

undersigned, GREAT PLAINS INDUSTRIES, INC.

being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

A tract of land in the Northwest Quarter Section 36, Township 26 South, Range 1 East of the 6th P.M., the said tract being that part of a 150 foot diameter circle lying within Lot 1, Block 1, North Oliver Industrial Park Addition to Sedgwick County, Kansas, the center point of said circle being described as follows:

Commencing at the Southwest corner of said Lot 1; thence east 815 feet to a point on the south line of said Lot 1; thence north parallel to the west line of said Lot 1, 66.33 feet to the center point of the above described 150 foot diameter circle.

does hereby grant the described real estate to the public for purposes of constructing an industrial-width cul-de-sac. Said temporary easement shall expire upon extension of Great Plains Street, north of the temporary cul-de-sac.

Executed this 4th day of November, 1981.

GREAT PLAINS INDUSTRIES, INC.

By:

Kenneth W. Rix
Kenneth W. Rix, Vice President

STATE OF KANSAS

ss.

SEDGWICK COUNTY

BE IT REMEMBERED that on this 4th day of November, 1981, came Great Plains Industries, Inc. by Kenneth W. Rix, Vice-President to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

Conrad A. Stewart
Notary Public