

UTILITY EASEMENT

THIS EASEMENT made this 13th day of February, 1986, by and between Corporate Hills Hotel Association of the first part and the City of Wichita, Kansas of the second part.

WITNESSETH: That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, 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 utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas, to wit:*

A UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 1, MAXWELL 3RD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, THENCE NO°01'27"E, A DISTANCE OF 320.0 FEET, THENCE N89°58'33"W A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N89°58'33"W A DISTANCE OF 9.5 FEET, THENCE NO°01'27"E A DISTANCE OF 224.5 FEET, THENCE N 89°58'33"W A DISTANCE OF 158.0 FEET, THENCE NO°01'27"E A DISTANCE OF 25.0 FEET, THENCE N89°58'33"W, A DISTANCE OF 10.0 FEET, THENCE SO°01'27"W A DISTANCE OF 25.0 FEET, THENCE N89°58'33"W A DISTANCE OF 27.0 FEET, THENCE SO°01'27"W A DISTANCE OF 10.0 FEET, THENCE S89°58'33"E A DISTANCE OF 175.0 FEET, THENCE SO°01'27"W A DISTANCE OF 204.5 FEET, THENCE N89°58'33"W A DISTANCE OF 17.0 FEET, THENCE SO°01'27"W A DISTANCE OF 10.0 FEET, THENCE S89°58'33"E A DISTANCE OF 17.0 FEET, THENCE SO°01'27"W A DISTANCE OF 45.54 FEET, THENCE N89°58'33"W A DISTANCE OF 26.0 FEET, THENCE SO°01'27"W A DISTANCE OF 75.46 FEET, TO THE P.C. OF CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 183.0 FEET AND THRU A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 287.46 FEET TO P.T. OF SAID CURVE, THENCE SO°01'27"W A DISTANCE OF 0.10 FEET TO THE NORTH LINE ON AN EXISTING 16' UTILITY EASEMENT PARALLEL WITH THE SOUTHLINE OF SAID LOT 2, THENCE S89°54'54"E ALONG NORTH LINE OF SAID EASEMENT A DISTANCE OF 61.09 FEET TO P.C. OF A CURVE TO THE LEFT, PARALLEL TO AFOREDESCRIBED CURVE, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 193.0 FEET AND THRU A CENTRAL ANGLE OF 71°32'52" A DISTANCE OF 241.01 FEET, THENCE NO°01'27"E A DISTANCE OF 65.46 FEET, THENCE S89°58'33"E A DISTANCE OF 26.0 FEET, THENCE NO°01'27"E A DISTANCE OF 45.54 FEET, THENCE S89°58'33"E A DISTANCE OF 19.5 FEET, THENCE NO°01'27"E A DISTANCE OF 10.0 FEET TO THE POINT OF BEGINNING.

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

*Owner shall replace any Physical facilities within the easement in conjunction with utilities repair, replacement or maintenance.

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

Corporate Hills Hotel Association

By: Webb Douglas Company
General Partner

By: [Signature]
Phil G. Ruffin, Partner

STATE OF Kansas
SS
Sedgwick COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid Phil G. Ruffin

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 13th day of February, 1986.

Movita R. Forrester
Notary Public
Movita R. Forrester
MOVITA R. FORRESTER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3-23-87

My Commission Expires 3-23-87

UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 19____, by and between Pizza Hut, Inc. and the City of Wichita, Kansas. of the first part and the City of Wichita, Kansas, of the second part.

WITNESSETH: That the said first part__, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, 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 utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A 10' UTILITY EASEMENT DESCRIBED AS FOLLOWS AND LAYING ADJACENT TO AN EXISTING 15' WATERLINE EASEMENT (FILM 594 PAGE 1517):

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 1, PHI ADDITION, TO WICHITA, SEDGWICK COUNTY, KANSAS, 172.13 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1, SAID SOUTH LINE HAVING A BEARING OF S89°54'40"W, THENCE N55°59'34"W A DISTANCE OF 7.28 FEET TO THE POINT OF BEGINNING, THENCE N55°59'34"W A DISTANCE OF 99.86 FEET, THENCE N12°35'50"W A DISTANCE OF 202.04 FEET, THENCE N0°10'04"W A DISTANCE OF 282.75 FEET, THENCE N89°49'56"E A DISTANCE OF 10.0 FEET, THENCE S0°10'04"E A DISTANCE OF 281.66 FEET, THENCE S12°35'50"E A DISTANCE OF 196.97 FEET, THENCE S55°59'34"E A DISTANCE OF 75.35 FEET, THENCE S30°01'20"E A DISTANCE OF 22.84 FEET TO THE POINT OF BEGINNING.

And said second party if hereby granted the right to enter upon said premises at any time for the purpose of construction, operating, maintaining, and repairing such utilities.

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

PIZZA HUT, INC.

Robert C. Brown, Mayor

D. J. McClure

Donald C. Gisick, City Clerk

D. J. McClure, Vice President-Law

STATE OF KANSAS

SS

SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid Pizza Hut, Inc.

_____ 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 7th day of March, 1986



Lisa G. Blaes

Notary Public
Lisa G. Blaes

My Commission Expires November 1, 1989

Personally appeared before me a notary public in and for the County and State aforesaid City of Wichita, Kansas

_____ 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 _____, this _____ day of _____, 19____.

Notary Public

My Commission Expires _____

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Robert C. Brown, Mayor

PIZZA HUT, INC.

Donald C. Gisick, City Clerk

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D. J. McClure, Vice President-Law

STATE OF KANSAS

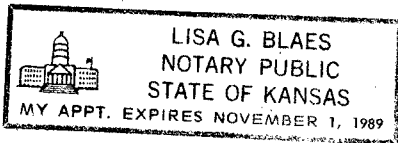
SS

SEDGWICK COUNTY

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----- 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 7th day of March, 1986



Lisa G. Blaes

Notary Public
Lisa G. Blaes

My Commission Expires November 1, 1989

Personally appeared before me a notary public in and for the County and State aforesaid City of Wichita, Kansas

----- 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 _____, this _____ day of _____, 19____

Notary Public

My Commission Expires _____

S/D No.: 85-63 Name: MAXWELL 3RD ADDITION

Preliminary Approved: 8/15/85
Scheduled S/D Meeting: 8/29/85

DESCRIPTION

General Location: West of Webb Road at Corporate Hills Drive, in an area north of Kellogg.

Owner: Webb-Douglas Company, c/o Phil Ruffin, P.O. Box 17087, Wichita, KS 67217

Surveyor/Engineer: Professional Engineering Consultants, P.A.

1. Gross Acreage of Plat: 21.0 Acres ±
 2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 2
 - Industrial:
 - Total: 2
 3. Minimum Lot Area: 6.0 Acres ±
 4. Existing Zoning: "BB" & "LC"
 5. Proposed Zoning: "LC"
-

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Maxwell Community Unit Plan (DP-116). This replat represents the platting of Parcels 4 and 6. The applicant's associated zone case (Z-2703) requesting "BB" to "LC" has been approved subject to replatting.

- A. Access to this property is provided by way of an ingress/egress easement established on Film 542, Page 32. This plat proposes the shortening of this easement by approximately 300 feet. The applicant shall prepare the required legal instrument necessary for modification of the Ingress/Egress Agreement. A recorded copy of this instrument shall be submitted for the plat file.
- B. When Maxwell 2nd Addition was platted, an ingress/egress easement was established on Film 588, Page 1318 to provide access to Lot 6, Block 1 of Maxwell 2nd Addition across Lot 5, Block 1 of that same addition. Since Lot 5, Block 1 of Maxwell 2nd Addition is being replatted by this plat, it is necessary for the applicant to file an amended ingress/egress easement which assures a means of access to Lot 6, Block 1 of Maxwell 2nd Addition. A recorded copy of this instrument shall be submitted for the plat file.
- C. As was included within the platting text on Maxwell 2nd Addition, the platting text for this plat shall make reference to the ingress/egress easements mentioned in Items A and B of these comments.
- D. When Maxwell 2nd Addition was platted, a covenant was recorded with the plat which assured continuous maintenance of an on-site retention-detention pond and associated outfall structure. This covenant established that the costs of such maintenance would be borne by the owners of the various lots within Maxwell 1st and 2nd Additions. With the platting of this 3rd Addition, it is required that the applicant amend the existing maintenance covenant. A draft of this covenant shall be submitted for review and approval. After approval, the covenant shall be recorded with the plat.
- E. That part of Lot 4, Block 1, Maxwell 2nd Addition, which is not included within the perimeter of this replat, is an approved building site by way of L/S-0646.
- F. The applicant shall submit the standard avigational easement and restrictive covenant for this property.
- G. The final plat tracing shall indicate the recording information for the Northwest Central Pipeline Easement on this property.
- H. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the Pipeline Easement Agreement, that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement.

- I. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- J. On the final plat tracing, the minimum building pad elevation shall also be expressed in Mean Sea Level.
- K. The applicant shall guarantee the abandonment of the sanitary sewer lateral which is not needed by this replat.
- L. The applicant shall guarantee the abandonment of those public water lines not being provided for by this replat.
- M. On the final plat tracing, the County Clerk's name shall be changed to read DON WRIGHT.
- N. Perimeter closure computations shall be submitted with the final plat tracing.
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- P. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan. Specifically, do any drainage improvements need to be guaranteed and is the proposed minimum building pad correct?